

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES AGREEMENT – CONSTRUCTION CONTRACT MANAGEMENT AND RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT FOR THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) & DEEP DEWATERING PUMP STATION - RESOLUTION/WORK ORDER #76793 - \$1,408,110.00 between WESSLER ENGINEERING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

**SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES AGREEMENT – CONSTRUCTION CONTRACT MANAGEMENT AND RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT FOR THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) & DEEP DEWATERING PUMP STATION - RESOLUTION/WORK ORDER #76793 - \$1,408,110.00 by and between WESSLER ENGINEERING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:


All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT) DEEP DEWATERING PUMP STATION CONSTRUCTION CONTRACT MANAGEMENT (CCM) AND RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES WILL ENSURE CONFORMANCE WITH THE CONTRACT DOCUMENTS, MANAGE CONTRACTOR'S SCHEDULE, COORDINATE SUBMITTALS, REQUESTS FOR INFORMATION, AND OTHER DOCUMENTATION THROUGH THE CITY'S DOCUMENT MANAGEMENT SYSTEM, AND PROVIDE DAILY ONSITE INSPECT AND PROGRESS REVIEW OF THE WORK;

1 involving a total cost of ONE MILLION FOUR HUNDRED EIGHT THOUSAND  
2 ONE HUNDRED TEN AND 00/100 DOLLARS - (\$1,408,110.00). A copy of said  
3 Contract is on file with the Office of the City Clerk and made available for public  
4 inspection, according to law.

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

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9 \_\_\_\_\_  
10 Council Member

11 APPROVED AS TO FORM AND LEGALITY

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15 Carol Helton, City Attorney

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**PROFESSIONAL SERVICES AGREEMENT**  
**CONSTRUCTION CONTRACT MANAGEMENT AND**  
**RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT**  
**For**  
**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)**  
**DEEP DEWATERING PUMP STATION**

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  
Fort Wayne, IN 46802

and

**Wessler Engineering, Inc. ("ENGINEER")**

6409 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:

  
\_\_\_\_\_  
Shan Gunawardena, Chair

BY:

  
\_\_\_\_\_  
Kumar Menon, Member

BY:

  
\_\_\_\_\_  
Chris Guerrero, Member

ATTEST:


  
\_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

DATE:

3.2.2021

**APPROVED FOR ENGINEER**

BY:

  
\_\_\_\_\_  
C. Aaron Hutton, P.E., Vice-President

DATE:

2-19-2021

**PART I**

**SCOPE OF BASIC ENGINEERING SERVICES**

**A. GENERAL**

The City of Fort Wayne has entered into a Consent Decree with the U.S. Environmental Protection Agency (EPA), U.S. Department of Justice (DOJ), and the Indiana Department of Environmental Management (IDEM) to implement a combined sewer overflow (CSO) Long Term Control Plan (LTCP) to reduce the volume of combined sewage that is discharged into the waterways within the City of Fort Wayne. Control Measure Nos. 11 & 12 of the Long Term Control Plan includes the Wayne Street and St. Mary's Parallel Interceptors which have been renamed to the Three Rivers Protection & Overflow Reduction Tunnel (3RPORT). The tunnel and associated Deep Dewatering Pump Station (DDPS) is anticipated to be fully operational by the end of 2023. The proposed tunnel will receive flows from combined sewer outfalls to reduce combined sewer overflows to the St. Mary's and Maumee Rivers to four overflow events within a typical year. The tunnel will then convey the flow to the Wet Weather Pump Station (WWPS) via gravity overflow or DDPS, for transfer to and storage in the Wet Weather Ponds (WWP). Eventually conveying the flow to the Water Pollution Control Plant (WPCP) for treatment.

**B. PROJECT DESCRIPTION**

The DDPS Construction Contract Management (CCM) project consists of performing construction observation and acting as a liaison to the CITY, Design Engineer and Contractor for the Deep Dewatering Pump Station package. This Project is through the Guaranteed Savings Contract delivery method per the State of Indiana Code section 36-1-12.5-2(2).

**C. SCOPE OF WORK**

ENGINEER shall serve as the Construction Contract Manager (CCM), and Resident Project Representative (RPR), set forth in Attachment I - Scope of Services, Exhibits A through E of this Agreement.

As the CCM Firm, ENGINEER shall act as the CITY's representative as provided in the General Conditions of the Construction Contract Documents. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as CITY and ENGINEER may otherwise agree in writing. All of the CITY's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of CITY in dealings with the Contractor to the extent provided in this Agreement and General Conditions except as otherwise provided in writing.

As RPR Firm, ENGINEER shall provide construction observation services of the Contractor's work as provided in the General Conditions of the Construction Contract Documents. The extent and limitations of duties, responsibilities and authority of the RPR are as set forth in the EJCDC General Conditions for the Construction Contract as may be amended through CITY and CCM's Agreement in writing.

Inspection services are assumed to be 10 hour days, 5 days a week once full site mobilization occurs.

**D. TERM FOR RENDERING SERVICES AND PROJECT STAFFING**

**PROJECT TIMING**

ENGINEER shall be authorized to commence services set forth herein upon notice to proceed issued by the CITY and for the duration as generally noted below.

<u>Task</u>	<u>Duration</u>	<u>Estimated Start</u>	<u>Estimated Completion</u>
CCM Services	36 months	March, 2021	March, 2024
RPR Services	29 months	November, 2021	March, 2024
Scheduling QA/QC	36 months	March, 2021	March, 2024
Admin Support Svcs	36 months	March, 2021	March, 2024
Post Construction Services	3 months	January, 2024	March, 2024

## **PROJECT STAFFING**

The CITY upon notification may reduce the level of CCM or RPR staffing services within the above noted construction durations based on the Contractor's level of construction activities.

The ENGINEER shall not provide CCM or RPR services while contractors work is suspended without prior approval from the CITY.

ENGINEER staffing levels associated with this Agreement and as listed for ENGINEER in Attachment 1, Exhibit A, are based on the Scope of Services, Project Timing, and the following estimated Full Time Equivalent (FTE) staffing levels:

- CCM Management, Coordination, Engineering and RPR Lead: (2) staff at 40% to 60% FTE each and (1) staff at 5% to 15% FTE, for duration of CCM Services.

## **E. OPTIONAL ADDITIONAL SERVICES**

Upon separate written authorization by the CITY and negotiated fees, ENGINEER may provide additional services of the types listed below:

### **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.

- Preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration, or other dispute resolution process related to construction project.
- Providing Construction Phase services beyond the original date for completion of the Work.
- Providing additional staff or greater levels of staffing during Pre-Construction Phase, Construction Phase, or Post Construction Phase services, not otherwise provided for in this Agreement.
- Providing lead or support staffing not listed as ENGINEER scope in Attachment 1 Exhibit A.
- Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

## **PART II**

### **CITY'S RESPONSIBILITIES**

In addition to other responsibilities set forth in this Agreement, CITY shall, at its expense, do the following in a timely manner so as not to delay the services:

#### **A. CITY'S REPRESENTATIVE**

Designate a representative for the project who shall have the authority to act as the CITY's representative to respond to questions, transmit instructions, receive information, interpret and define CITY's requirements, serve as liaison with the ENGINEER and make decisions with respect to the Services. The CITY representative for this Agreement will be Chris Ravenscroft, P.E.

#### **B. DATA**

Provide all available information, including previous reports, environmental assessments, investigations and other studies in the possession of CITY relevant to the design or construction of the Project.

#### **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. MEETINGS**

Attend the pre-bid conference; bid opening, pre-construction conference, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

#### **E. DOCUMENT REVIEWS**

Examine documents submitted by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CITY deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

#### **F. ACCESS**

Provide access to Project premises for ENGINEER and the ENGINEER's representatives and/or subcontractors to provide services as defined under this Agreement.

#### **G. OTHER CONSULTANTS**

Advise ENGINEER of the scope of services of any independent consultants employed by CITY to perform or furnish services in regard to the Project.

#### **H. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)**

Provide access, training, and support for the CITY's Project Management Information System (PMIS) for duration of Project.

#### **I. PROJECT DEVELOPMENTS**

Give prompt written notice to ENGINEER whenever the CITY becomes aware of any event, occurrence, condition or circumstance which may affect the ENGINEER's performance of services, or any defect or nonconformance in ENGINEER's services, the Work, or in the performance of any Contractor.

**PART III**  
**COMPENSATION**

**A. COMPENSATION**

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services and referenced Exhibits of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$ 1,408,110.00 as summarized in attached **Attachment 2 – Scope of Services Fee Proposal**.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per **Attachment 3 – Hourly Rate Schedule**. All Reimbursable costs incurred for the project will be invoiced at cost.

Payment for outside consulting and/or professional services or legal services performed by a Subconsultant will be billed at actual cost to ENGINEER plus an additional 10% mark-up. An invoice supporting sub consultant services and charges will be provided as backup. 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. Invoice shall provide detailed information of employee name, title, hourly rate, hours worked, and work description for each employee.
  - c. CITY shall pay ENGINEER within 45 days of receipt of approved invoice.
  - d. ENGINEER shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to exceed amount.

**PART IV  
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the CITY of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:  
CITY of Fort Wayne Purchasing Department  
200 East Berry St., Suite #480  
Fort Wayne, IN 46802

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 1  
EXHIBIT A  
SCOPE OF SERVICES**

**CONSTRUCTION CONTRACT MANAGEMENT AND  
RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT**

For

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION**

**CONSTRUCTION TEAM DEVELOPMENT AND PROJECT MANAGEMENT**

**General:**

The basic services to be provided to the City of Fort Wayne ("CITY") under this scope are Construction Contract Management (CCM) and Resident Project Representative (RPR) services in support of the CITY's filtration plant processes. These services supplement CITY's staff resources and support construction phase services provided by the Design Consultant(s) for their respective projects for the duration of the construction.

Construction Contract Management Team (CCMT) shall provide construction management services as described in this Attachment.

- A. *Construction Field Offices.* The Construction Contract Management Core Team shall have access to workspace at the project construction site, either in an engineer field office provided by the Contractor, in the Contractor's field office, or other space as provide by CITY. The Field offices will be furnished to ENGINEER rent-free, and will include ancillary facilities including furniture, copiers, and other equipment required to support the project as identified in the Construction Project Manual.
- B. *Construction Contract Management Core Team.* The Construction Contract Management Core Team shall be defined as the Construction Contract Manager(s), Resident Project Representative(s), Construction Contract Engineer(s), Administrative Support Services and Value Engineering Support Services. The CCM Core Team for the duration of this contract is listed below.

<b>Position</b>	<b>Lead Team Member(s)/ Affiliation *</b>	<b>Support Team Member(s)/ Affiliation *</b>	<b>Primary Project(s) Responsibilities</b>
Program Coordinator	Aaron Hutton, P.E. – Wessler Jody Williams – Wessler		CCM responsibilities, Program schedule coordinator, job cost, resource mgnt, VE Lead, Contracting
Tunnel Coordinator	Aaron Hutton, P.E. – Wessler Jody Williams- Wessler	Todd Webster – Jacobs**	DDPS/3RPORT Coordination Site Coordination with SIL
Project Engineer	Jody Williams – Wessler Emily Thompson – Jacobs**	Paul Robison - Wessler	Testing/Plan review, submittal contents, work plans, commissioning support, schedule support, Change Mgmt support, etc

RPR Lead	Jody Williams – Wessler Emily Thompson – Jacobs**		Coordinates inspector needs/schedule
Daily Inspection	John Shumaker – Jacobs** Brandon Smith – Jacobs** Adam Leazier – Jacobs** Bob Earls – Jacobs**		Or as otherwise appointed by CITY
Document Controls/Admin Support Service	Anna Fair – Jacobs**		PMIS routing, meeting support, etc.
Value Engineering Support Services	Michael Nuhfer – Aldea** Brad Hoffman – Aldea** Ben Yang – Aldea**		Value Engineering support during pre-construction

\*Any proposed changes in Team Members by the ENGINEER must be approved by the CITY.

\*\* Scope and staffing not included in ENGINEER's Scope of Services.

- C. Construction Management Plan. Utilize the City's Construction Contract Management manual and follow already established procedures for managing the Construction Contract. Develop and implement Project specific Construction Management Plan (CMP) policies, procedures and methods that will be used for managing assigned construction projects.
- D. Project Scheduling. Review the Contractor's Construction Progress Schedule, including key milestones, interface events, schedule of submittals, and schedule of values and prepare comments accordingly for Design Consultant's review and determination of acceptability. If required by contract documents review cost loaded Project Schedule for acceptability.
- E. Construction Schedule QA/QC Reviews. Conduct monthly construction schedule reviews to verify proper interrelationships and dependencies among project work elements and identify potential critical path and overall schedule completion issues. CCM Team shall, as required, work with the Contractor to resolve project scheduling issues. CM Team shall provide, as needed, an independent Construction Schedule Advisor to assist in schedule reviews.
- F. Monthly Construction Status Documentation. Provide a monthly construction status documentation, incorporating available PMIS construction reports, of the current status of the Project's budget, expenditures, estimate to complete, change orders, schedule status (including critical path discussions), project issues list, resolution reporting for key project issues and other information required to inform the CITY of status and progress.
- G. Consultation with Project Design Consultant(s) During Construction. Consult with and obtain advice and assistance of Design Consultant(s) in the general administration of the Contract Documents. Design Consultant's communications with the CITY and Contractor shall be through, or with the knowledge of the CCM.
- H. PMIS Implementation During Construction. Utilize the CITY's Project Management Information System (PMIS), an internet based construction control system for construction document control. Procedures as established in the Contract Documents shall be managed and implemented by the CCM Team throughout the Project(s) duration. CCM Team will receive training, as required, on the use of the PMIS system.

**ATTACHMENT 1  
EXHIBIT B  
SCOPE OF SERVICES**

**CONSTRUCTION CONTRACT MANAGEMENT AND  
RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For**

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION**

**CONSTRUCTION CONTRACT MANAGEMENT SERVICES**

**General:**

CCM Team to provide construction management services as described in this Exhibit and shall have duties, responsibilities and authority as defined in Part I.C of this Agreement.

Generally, CCM Team will assist the CITY in the management of construction and construction management aspects of this work, but not limited to:

- A. *Construction Management Plan Implementation.* Implement and update the Construction Management Plan ("CMP") throughout Project duration. The CMP implementation shall include, but not be limited to, the following:
1. Develop Cost and Schedule Control Report Methods.
  2. Deliver Monthly Construction Status documents.
  3. PMIS implementation.
  4. General CCM responsibility matrix and CCM Core Team responsibility matrix.
  5. Develop payment application review checklist.
  6. Photo documentation practices.
  7. Commissioning and start-up implementation procedures, including pre-planning agenda/checklist, manpower schedule and forms of documentation required during commissioning process.
  8. Include staff training scheduling and verification.
  9. Coordination procedures for Contractor provided CITY operational and maintenance training.
  9. Standardize documentation procedures.
- B. *Construction Phase Services.* CCM / CCM Team to provide oversight of construction management, inspection, and Design Consultant staff during the construction phase of each project and provide general consultation on technical issues during construction. The CCM / CCM Team shall:
- a. *Baselines and Benchmarks.* As appropriate, notify Design Consultant(s) of required baselines and benchmarks for locating the Work, which in Construction Manager's judgment is necessary to enable Contractor to proceed.
  - b. *Visits to Site and Observation of Construction.* In connection with observations, in addition to the RPR duties, of the Work while it is in progress:
    - 1) The Construction Contract Manager shall observe the progress and quality of the Work. Such observations by Construction Contract Manager, if any, are not intended to be exhaustive or to extend to every aspect of the Contractor's Work in progress. Such observations will not involve detailed inspections of the Contractor's

Work in progress beyond the responsibilities specifically assigned to the Construction Contract Manager in this Agreement and the Contract Documents. Rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Construction Contract Manager's exercise of professional judgment. Based on information obtained during such observations, the Construction Contract Manager will determine in general if the Contractor's Work is proceeding in accordance with the Contract Documents, and the Construction Contract Manager shall keep the CITY informed of the progress of the Work.

- 2) Request that Design Consultant(s) make visits to the site in order to assist the Construction Contract Manager in observing the progress and quality of the Work specifically identified by the RPR. Obtain report of Design Consultant's findings if, in general, the identified Work is proceeding in accordance with the Contract Documents.
  - 3) The purpose of Construction Contract Manager's, Design Consultant's visits, and representation by the RPR at the Site, will be to enable the Construction Contract Manager to better carry out the duties and responsibilities assigned to and undertaken by Construction Contract Manager during the Construction Phase, and, in addition, by exercise of Construction Contract Manager's and Design Consultant's efforts, to provide the CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. Construction Contract Manager and Design Consultant(s) shall not, during such visits or as result of such observations of the Work in progress, supervise, direct, or have control over the Contractor's Work, nor shall Construction Contract Manager and Design Consultant(s) have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's Work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Contract Manager and Design Consultant(s) neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- c. *Defective Work.* Recommend to the CITY that the Contractor's Work be disapproved and rejected while it is in progress if, on the basis of such observations, the Construction Contract Manager 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.
  - d. *Clarification and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Obtain necessary clarifications and interpretations of the Contract Documents from Design Consultant(s). Construction Contract Manager may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
  - e. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to the CITY, as appropriate, and prepare Change Orders and Work Change Directives as required. Obtain support documentation prepared by Design Consultant(s) for preparing Change Orders and Work Change Directives.

- f. *Shop Drawings and Samples:* Utilizing PMIS to process shop drawings, forward samples, and other data to Design Consultant(s) for review and approval. Forward Design Consultant(s) review comments, approvals, or other action to Contractor. It is the CITY's goal to process delegation of submittals within PMIS system in 48 hours or less.
- g. *Substitutes:* Forward Contractor's substitution requests to Design Consultant(s) for evaluation to determine acceptability. Forward Design Consultant's evaluation of acceptability to CITY for action. Forward CITY's determination of acceptability to Contractor.
- h. *Inspections and Tests.* Require such special inspections or tests of Contractor's Work as deemed reasonably necessary. Construction Contract Manager shall review certificates of inspections, tests, and approvals of general construction 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 indicate 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. Construction Contract Manager shall be entitled to rely on the results of such tests. Forward certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents to Design Consultant(s) for review. Forward results of Design Consultant's review to Contractor.
- i. *Disagreements between CITY and Contractor.* Render 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 rendering such decisions, Construction Contract Manager 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. Obtain Design Consultant's assistance in rendering such decisions.
- j. *Application for Payment.* Based on Construction Contract Manager's observations and on review of Applications for Payment and accompanying supporting documentation:
  - 1) Determine the amount that Construction Contract Manager recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Construction Contract Manager's representation to CITY, based on such observations and review, that, to the best of Construction Contract Manager's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Contract Manager's responsibility to observe Contractor's Work. In the case of unit price work, Construction Contract Manager's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Construction Contract Manager contained in the paragraph titled *Visits to Site and Observation of Construction* are expressly subject to the limitations set forth in said paragraph and other express or general limitations in this Agreement and elsewhere.
  - 2) By recommending any payment, Construction Contract Manager shall not thereby be deemed to have represented that observations made by Construction Contract

Manager to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Construction Contract Manager in this Agreement and the Contract Documents. Neither Construction Contract Manager's review of Contractor's Work for the purposes of recommending payments nor Construction Contract Manager's recommendation of any payment including final payment will impose on Construction Contract Manager responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws and regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Construction Contract Manager to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to the CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the CITY and the Contractor that might affect the amount that should be paid.

- k. *Contractor's Completion Documents.*
  - 1) Receive maintenance and operating instructions and forward said material to Design Consultant(s) for review and approval. Forward Design Consultant's review comments, approvals, or other action to Contractor.
  - 2) Receive and review guarantees.
  - 3) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under paragraph titled *Shop Drawings and Samples*, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
  - 4) CCM shall review status of records documents on a monthly basis to ensure documents are being adequately maintained during construction.
  - 5) Forward annotated record documents to Design Consultant(s) at completion of construction. Forward other documents to the CITY.
- l. *Startup & Training Services.* Review the Startup and Training Plans prepared by Design Consultant(s). Work with the CITY, Design Consultant(s) and the Contractor to resolve review comments. Coordinate the Startup and Training Plans with the CITY, Contractor and Design Consultant(s) in support of Paragraphs C and D below.
- m. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with the CITY, Design Consultant(s) and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of the CITY and Design Consultant(s), the Construction Contract Manager considers the Work Substantially Complete; Construction Contract Manager shall deliver a certificate of Substantial Completion to the CITY and the Contractor.
- n. *Final Notice of acceptability of the Work.* Conduct a final inspection to determine if the completed Work of the Contractor is acceptable so that Construction Contract Manager



ATTACHMENT 1  
EXHIBIT C  
SCOPE OF SERVICES

CONSTRUCTION CONTRACT MANAGEMENT AND  
RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For  
THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION

POST-CONSTRUCTION PHASE SERVICES

General:

- A. Post - Construction Phase Services. Upon written authorization of CITY, CCM Team during the Post-Construction Phase shall:
1. Provide assistance in connection with the adjusting of Project equipment and systems.
  2. Assist CITY in additional training of CITY's staff to operate and maintain Project equipment and systems.
  3. Assist CITY in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
  4. Together with CITY staff, visit the Project to observe any apparent defects in the Work, assist CITY in consultations and discussions with Contractor concerning correction of any defects, and make recommendations as to replacement or correction of Defective Work, if present.
  5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
    - a. In conjunction with CITY's asset management personnel, assemble and furnish project's new asset list and retired assets to CITY.
    - b. In conjunction with CITY's Computerized Maintenance Management System (CMMS) and O&M personnel, assemble and furnish CMMS asset list.
  6. In company with CITY and Design Consultant, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. Post-Construction Phase Timing: Services may commence during the Construction Phase and will terminate at the end of the Construction Contract's correction period, or earlier as directed by the CITY. Minimal time shall be expected past Final Application for Payment.
- C. Post-Construction Phase Fees: Post Construction services were assumed to be concurrent with Project Closeout tasks and extend for three months beyond substantial completion. Additional services, requested by the CITY, beyond that time are not included in the Not to Exceed Fee.

**ATTACHMENT 1  
EXHIBIT D  
SCOPE OF SERVICES**

**CONSTRUCTION CONTRACT MANAGEMENT AND  
RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For  
THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION**

**RESIDENT PROJECT REPRESENTATIVE SERVICES**

**General:**

ENGINEER shall provide a Resident Project Representative (RPR) to assist Construction Contract Manager (CCM) in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree as directed by CCM and CITY.

The duties and responsibilities of the RPR are as follows:

- A. Duties, responsibilities, and authority of the RPR are as set forth in the EJCDC General Conditions for the Construction Contract as may be amended through CITY and Construction Contract Manager's agreement in writing.
- B. RPR is Construction Contract Manager's (CCM) agent at the site, will act as directed by and under supervision of CCM, and will confer with CCM regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CCM and Contractor, keeping CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with CITY and Design Consultant with the knowledge of and under the direction of CCM.
- C. RPR is expected to fully utilize the Program Management Information System (PMIS), a web based system that will allow for RPR to submit inspection reports, photographs, and other various forms of project documentation electronically to CITY Utilities Engineering.
- D. RPR is expected to fully utilize AssetHound, a Mobile App to document daily construction activities (daily report), photos, and test reporting for uploading to PMIS
- E. On the PMIS Daily Report, record hours on the job site, (both inspector & contractor(s)), weather conditions, field superintendent/foreman's name, crew size, list of visiting officials, decisions, details of interactions and communication with public or property owners/renters, safety observations, general observations, and specific observations with regard to test procedures and results of testing – to be uploaded to PMIS daily.
- F. RPR shall assist and support CCM in duties and responsibilities as outlined in Exhibit B in this Agreement.

**ATTACHMENT 1  
EXHIBIT E  
SCOPE OF SERVICES**

**CONSTRUCTION CONTRACT MANAGEMENT AND  
RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For  
THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION**

**PRE-CONSTRUCTION SERVICES**

**March 2021 – Selection of Provider**

After selection of the Provider for the Deep Dewatering Pumps Station (DDPS), the CCM Team (Team) will begin working in limited capacity with the Provider to work towards a Guaranteed Maximum Price (GMP). Team will lead discussions in the areas of Value Engineering, Terms and Conditions of the Owner-Contractor Agreement, and project schedule. Meetings will be held with varying levels of individuals involved. Exclusive of Tunnel monitoring.

**Goals:**

Guaranteed Maximum Price, Develop VE options, Communication Protocols, Schedule refinement, Early Action items, set up Job Cost Accounting, begin early submittals.

O-C Agreement – Construction Contract Manager, Program Schedule Coordinator  
Project Schedule and Coordination – CCM, Project Engineer, Program Schedule Coordinator  
Value Engineering Meetings – CCM, Project Engineer, VE Design Support, Civil and Electrical RPR  
GMP Development - CCM, Project Engineer (B&V help with cost estimating)  
Liner Submittal review – DDPS CCM Team Member(s), coordinate details

**June/July 2021 - Agreement**

Execute Final Agreement with GMP and begin site coordination with a Tunnel Contractor for early access for Demobilization Area #1 in November 2021. The Team will continue to work on VE options, site coordination, and submittal reviews.

After execution of Agreement, Team will begin weekly meetings – CCM, Program Schedule, Document Review

**Goals:**

Work Plan Area #1, VE Options Complete, QA/QC Liner

Detailed Work plan for Area #1 activities – CCM, Scheduler, Project Engineer  
VE options final selection and implementation in construction docs – CCM, VE Design Support, Civil RPR  
QA/QC on Liner Install – Civil RPR, coordination between liner and pump station  
Submittals – CCM and Doc Controls

**November 2021 – Area #1 Mobilization and Construction**

Contractor will gain access and begin to mobilize to site.  
Construction of Siphon Conduits/structures – CCM, Program Schedule Coordinator, Full Time Civil RPR, Document Controls

Detailed work plans for remaining Work  
Soils management – contaminated soils  
Area #2&3 Mobilization Coordination  
Submittals

**November 2022 – Full Site Access**

Full team

ATTACHMENT 2

SCOPE OF SERVICES FEE PROPOSAL

CONSTRUCTION CONTRACT MANAGEMENT AND  
RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT

For

THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION

**Pre-Construction, Construction, and Post-Construction  
Phase Services**

For services outlined in Exhibits A thru E, a fee of: \$ 1,366,110.00

**Contingency Allowance - As authorized by PM**

For services outlined in **Part 1** Scope of Services,  
**Para E**, a fee of: \$ 42,000.00

**Total Not to Exceed Fee** \$ 1,408,110.00

**ATTACHMENT 3**

**HOURLY RATE SCHEDULE**

**CONSTRUCTION CONTRACT MANAGEMENT AND  
RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT**

**For**

**THREE RIVERS PROTECTION & OVERFLOW REDUCTION TUNNEL (3RPORT)  
DEEP DEWATERING PUMP STATION**

1. Payment of actual hourly rates for services rendered by ENGINEER'S employees in each billing class working directly on the Project. The rates shall include the cost of customary and statutory benefits, general and administrative overhead and profit. Hourly rates are **at or below** the provided rate per the schedule by profession. Hourly rates will be in accordance with the following schedule:

**EMPLOYEE CLASSIFICATIONS**

**RATE**

**CM Team Members (Wessler)**

**See Attached**



*More than a Project*

**ATTACHMENT NO. 1**

**FORT WAYNE HOURLY RATES and REIMBURSABLE EXPENSE SCHEDULE**

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$234
Senior Project Manager I/II	\$205/\$230
Senior Project Engineer I/II	\$205/\$230
Project Manager I/II	\$160/\$170
Assistant Project Manager	\$135
Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Engineer	\$110
Electrical/Control System Senior Project Manager I/II	\$210/\$235
Electrical/Control System Senior Project Engineer I/II	\$210/\$235
Electrical Project Manager I/II	\$165/\$180
Electrical Project Engineer I/II/III/IV	\$130/\$140/\$165/\$180
Control System Engineer I/II/III/IV	\$120/\$140/\$160/\$180
Environmental Services Senior Project Manager I	\$160
Environmental Services Project Manager I/II	\$135/\$145
Environmental Services Assistant Project Manager	\$110
Environmental Scientist I/II	\$85/\$100
CAD Manager I/II	\$130/\$165
GIS Manager I/II	\$125/\$155
Senior Designer I/II	\$120/\$135
Designer	\$110
GIS Technician	\$95
Technician I/II/III/IV	\$70/\$90/\$100/\$110
Senior Resident Project Representative I/II	\$120/\$130
Resident Project Representative I/II/III/IV	\$70/\$90/\$100/\$110
Field Services Manager I/II	\$125/\$140
Registered/Professional Land Surveyor	\$190
Survey Manager	\$135
Survey Crew Chief I/II	\$95/\$105
Project Analyst I/II	\$105/\$115
Project Coordinator	\$95
Project Administrator	\$65
Intern Engineer	\$65



*More than a Project*

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
	12"x18" / 24"x36"	\$0.50/\$1.00
Plots-Bond: (each)		\$15.00 per hour
GPS Survey Equipment/Robotic Total Station/Pole Camera		At Cost
Postage/shipping/freight, Lodging and Per Diems		Cost + 10%
Subcontractor/Subconsultant fees		At Cost
eCommunication Construction Software License through Eastern Engineering (per project)		
*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.		

This Schedule applies only to the City of Fort Wayne Construction Contract Management and Resident Project Representative Services Agreement for Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Deep Dewatering Pump Station Project; March 2021 to March 2024.

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

Name: Martin A. Wessler

Name: Robert W. Holden II

Address: 11303 Saint Andrews Ln, Carmel, IN 46032

Address: 13211 Mattock Chase, Carmel, IN 46033

Name: Brent A. Siebenthal

Name: Wayne C. Moore

Address: 7220 Josiah Court Indianapolis, IN 46259

Address: 2222 Woodsway Drive, Greenwood, IN 46143

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship  ( )      stock  (X)  
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 – 33.9%
- Name: Brent A. Siebenthal – 19.3%
  
- Name: Robert W. Holden, II - 10.4%
  
- Name: Wayne C. Moore – 5.2%

**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**

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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 **X**

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

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**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).

WPCP Methane Utilization PHS II; WO 76470; PO#18905142-000 dated 12/17/2018; Zachary Katter  
 On-Call Electrical, Instrumentation, and Control Design Support Services; dated 10/22/19; Jon Weirick  
 TRWFP Groundwater Hydraulics Preliminary Engineering Report; dated 11/5/19; Brody Lynn  
 WPCP Aeration Trim Blowers; WO 76586; dated 12/10/2019; Chris Ravenscroft  
 3RPORT Construction Contract Management Services 2020; dated 3/17/2020; TJ Short  
 DDPS Procurement Support Services, dated 4/7/2020; Zachary Schortgen  
 On-Call Sewer Rehabilitation; P#19950029-000 dated 4/08/2019; Eric Steinman  
 On-Call Water Engineering Assistance 2020; PO# 20950151; dated 7/1/2020; Andrew Schipper  
 High-Strength Waste Storage Improvements Phase 3, 76877, Zachary Katter

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).

Fort Wayne RFQ 2020; Projects 1, and 3; Qualifications Submitted

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? **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

(317) 788-4551  
brents@wesslerengineering.com

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: February 25, 2021

**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: March 3, 2021  
To: Common Council Members  
From: Chris Ravenscroft, City Utilities Engineering

*Chris Ravenscroft*  
3/3/2021

**RE: Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Deep Dewatering Pump Station Construction Contract Management and Resident Project Representative Work Order/Resolution # 76793**

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. Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) Deep Dewatering Pump Station Construction Contract Management (CCM) and Resident Project Representative (RPR) services will ensure conformance with the contract documents, manage contractor's schedule, coordinate submittals, requests for information, and other documentation through the City's document management system, and provide daily onsite inspect and progress review of the Work.

Implications of not being approved: The pump station is necessary to dewater the tunnel after wet weather events. CCM and RPR services are required to ensure that the project is built in conformance with the contract documents and will function as intended and designed.

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. Two shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Wessler Engineering, Inc. 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 March 2, 2021.

The cost of said project funded by Sewer SRF

Council Introduction Date: March 9, 2021

CC: Matthew Wirtz  
Jill Helfrich  
Construction Manager  
File

**REPORT OF COMMITTEE ON CITY UTILITIES**

**March 16, 2021**

***Thomas Didier Chair***


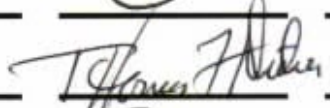



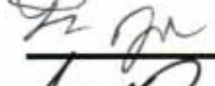


***Michelle Chambers Co-Chair***

***All Council Members***

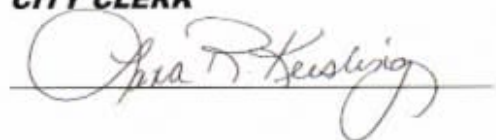
An Ordinance approving Professional Engineering Services Agreement – Construction Contract Management and Resident Project Representative Services Agreement for Three Rivers Protection & Overflow Reduction Tunnel (3RPORT) & Deep Dewatering Pump Station – Resolution/Work Order #76793 - between Wessler Engineering, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

*Involving a total cost not to exceed \$1,408,110.00*

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

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>ARP</u>			
<u>CHAMBERS</u>			
<u>DIDIER</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HINES</u>			
<u>JEHL</u>			
<u>PADDOCK</u>			
<u>TUCKER</u>			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

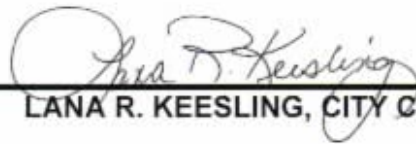
Read the first time in full and on motion by Councilperson Didier.

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

Read the third time in full and on motion by Councilperson Didier, 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<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"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: March 23, 2021

  
LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
Special Ordinance No. S-21-03-08 on the 23rd day of March, 2021

ATTEST:

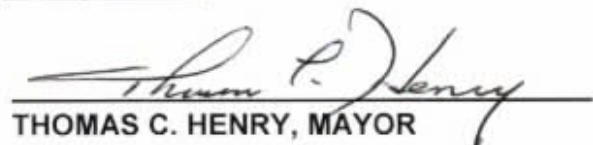
  
LANA R. KEESLING  
CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th  
of March 2021, at the hour of 11:10 o'clock A.M. E.S.T.

  
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 24<sup>TH</sup> day of MARCH  
2021, at the hour of 1:00 o'clock PM E.S.T.

  
THOMAS C. HENRY, MAYOR

