

1 **BILL NO. S-23-07-29**

2 SPECIAL ORDINANCE NO. S- 82-23

3 AN ORDINANCE approving SERVICES AGREEMENT
4 - CITY UTILITIES ST JOE DAM SEDIMENT
5 REMOVAL SERVICES - between SOLOMON DIVING
6 INC and the City of Fort Wayne, Indiana, by and
7 through its Board of Public Works.

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

10 **SECTION 1.** That the SERVICES AGREEMENT - CITY UTILITIES
11 ST JOE DAM SEDIMENT REMOVAL SERVICES - between SOLOMON DIVING
12 INC and the City of Fort Wayne, Indiana, by and through its Board of Public Works,
13 is hereby ratified, and affirmed and approved in all respects, respectfully for:

14 SEDIMENT REMOVAL SERVICES, INCLUDING DEBRIS
15 REMOVAL, DEWATERING, AND TRANSPORTATION OF
16 MATERIAL REMOVED FROM THE ST JOE DAM INTAKE;

17 **WHEREAS,** it is anticipated that the amount to be paid to the
18 Contractor on an annual basis will be greater than \$150,000. A copy of said
19 Contract is on file with the Office of the City Clerk and made available for public
20 inspection, according to law.

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

23 

24 Council Member

25 APPROVED AS TO FORM AND LEGALITY

26 
27 Malak Heiny, City Attorney
28
29
30

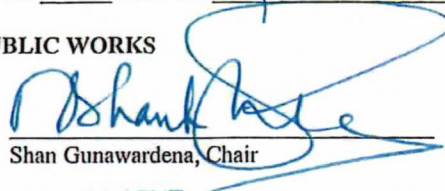
CU 4-18-2023

APPROVAL OF SERVICES AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND SOLOMON DIVING INC FOR CITY UTILITIES ST JOE DAM SEDIMENT REMOVAL SERVICES.

APPROVED THIS 18 DAY OF April, 2023.

BOARD OF PUBLIC WORKS

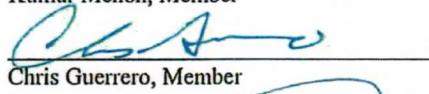
BY:


Shan Gunawardena, Chair

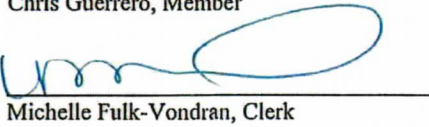
BY:

ABSENT
Kumar Menon, Member

BY:


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

4-18-2023

CITY UTILITIES ST JOE DAM SEDIMENT REMOVAL SERVICES
REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR
ST JOE DAM SEDIMENT REMOVAL SERVICES TO FORT WAYNE UTILITY SYSTEMS

Scope of Work:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for sediment removal services located at the St Joe Dam, 3801 N Anthony Blvd, Fort Wayne, IN 46805. Such work includes sediment removal, debris removal, dewatering, and transportation of material removed from the St Joe Dam Intake.

The contractor can bid trucking on a per mile basis if capable. The trucking bid would be based on hauling full load to a set designation and heading directly back to the site. Example would be Hauling from the St Joe Dam on North Anthony to the Landfill on Smith Road round trip. Price would be based on mileage from North Anthony to the Landfill. You would calculate your loaded cost and deadhead miles into price giving us a cost per mile for that hauling distance.

It is the intent of the Utility to select a single contractor for this work.

Term of agreement: April 1, 2023 through December 31, 2023, on an "as needed" basis. The Utility reserves the right to award work to multiple contractors based upon the availability of the contractor(s), projected costs of the project and the amount and type of work that needs to be performed.

Contractor Responsibilities:

The contractor shall furnish equipment as necessary to complete the sediment removal services outlined by the attached specifications and City Utilities Engineering. One or more pieces of fully operated equipment, as deemed necessary by the Utility including operator, complete maintenance, insurance, fuel and oil may be needed for the work to be performed. Equipment shall meet all requirements necessary for safe and efficient operation, under all weather conditions as determined by Utility Engineering staffs.

The contractor shall furnish experienced and competent operators, laborers, and supervisors having sufficient knowledge of Fort Wayne Utility Standards and Specifications and relevant experience in the sediment removal industry. Supervisors/forepersons shall be able to follow verbal and/or written instructions on the type of services required. Laborers shall be experienced with sediment removal and dewatering equipment. All operators shall be properly licensed.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract.

The contractor shall be responsible for adherence to all OSHA regulations for trenching and shoring. In addition, contractor shall provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

The contractor will be responsible for all restoration, including but not limited to the repair of all asphalt, concrete, curbing, sidewalk affected at the job site.

The contractor shall be responsible for all damages intentionally or unintentionally caused during the work.

Contractor shall halt work based on anticipated high flows at the facility. Contractor shall not work in the system if the Three Rivers Filtration Plant has exceeded 25 MGD unless written authorization is given by the City.

Statements of Conditions

Equipment owned by the contractor will be ordered out only when the Utility determines there is sufficient reason to warrant use of such equipment. Equipment not being utilized on the jobsite will not be considered during payment of work completed. All work shall follow the payment measurements outlined in the specifications.

Equipment and operation therefore shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs. The contractor shall report all breakdowns immediately to the Utility supervisor. No payment will be made for the equipment while it is off the job for servicing, however, payment will continue during the time equipment is being fueled and oiled providing such service is performed on the site by a mobile service unit. Electrical power for equipment will be provided by the City through existing connection points. Contractor is required to provide all cabling and isolation for the equipment.

The City of Fort Wayne reserves the right to make a rigid inspection as to mechanical and safety features of any and all construction equipment dispatched to work sites at any time during the period of the contract. Such inspections shall in no way relieve the contractor of the responsibility to furnish equipment in compliance with all requirements of the specifications. All equipment which, in the opinion of the City of Fort Wayne, is in poor mechanical condition or otherwise does not comply with these specifications, will be rejected and shall not be used on any Utility project until repaired or replaced. No payment will be made by the Utility for time or labor expended by the Contractor if said equipment is rejected as a result of such an inspection, until repair or replacement is established to the Utility's satisfaction.

Equipment and its operation shall be subject to supervision by Utility supervisory personnel as to the work to be performed. The Utility will not instruct the operation of equipment in any way contrary to law or good equipment practice. The contractor and/or the operator shall be solely responsible for any and all damage to equipment while operating under this specification.

The contractor is responsible for providing the Utility, in writing, the names and telephone numbers (for day and night contact) which may be used to call regarding contract equipment.

Payment will be based on the daily rate bid for each piece of equipment under contract including operator and for laborer(s) on a daily basis. A day shall be considered a minimum of (8) hours, but not limited to. Travel time shall not be included in the 8 hours. Mobilization and Demobilization shall be a separate cost. A day shall also meet performance criteria outlined in the attached specifications. It is intended a weeks minimum of works will be completed when mobilization is requested. Cost saving options shall be outlined in the proposed work plan (example: if one operator can manage/monitor 3 pieces of equipment there is a cost savings for having three pieces of equipment onsite rather than one). The designated work site shall be specified by the Utility. Time clock for payment will terminate when equipment is released by the Utility. Payment is subject to an inspection of the work that has been completed. Payment for work performed and/or deductions from the guaranteed minimum payment will be computed to the nearest one-quarter hour. Payments will be made to the contractor within forty-five (45) days following receipt of invoice. Invoices may be sent to the Utility by the Utility's Project Management Information System (PMIS).

Pre-Bid Meeting

A pre-bid meeting will be held to discuss project information and answer any questions at the following time and location:

Citizens Square – 200 E. Berry St, Fort Wayne, IN; Suite 250 - Room 255
March 14, 2023 – 10:00am

Zoom Online also available to all Plan Holders.

Addenda

Any addenda will be posted on QuestCDN Online by the end of business day March 3, 2023. Contractor is responsible for checking Quest for any addenda posted.

Bids Due

Bids will ONLY be received by the Board of Public Works through its online bidding partner QuestCDN at www.questcdn.com until 2:00 p.m. local time, on March 23, 2023. Bids submitted shall be publicly displayed at the Board of Public Works, 200 E. Berry Street, Suite 210, conference room 220 Fort Wayne, IN 46802 immediately following and posted for viewing at www.questcdn.com.

Contract Compliance

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBE Goals, and other documentation, if requested.

Award

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest daily rates per unit price quote;
2. Proposed Work Plan
3. Expected tons/day of removal;
4. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory;
5. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel;
6. Mobilization and Demobilization Cost;

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Contractor agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Contractor warrants that the Services will be completed on or before the End Date. TIME IS OF THE ESSENCE. Contractor warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Contractor further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Contractor warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
 2. **INVOICES.** Contractor shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Contractor hereunder until Contractor has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Contractor to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Contractor against any amount owed by Contractor or any of its affiliated companies to the City.
 3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Contractor are and shall remain as independent contractors with respect to each other. The persons provided by Contractor to perform the Services shall be Contractor's employees and shall be under the sole and exclusive direction and control of Contractor. They shall not be considered employees of the City for any purpose. Contractor shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Contractor shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Contractor shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Contractor to perform the essential functions of the job. Contractor agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Contractor's failure to comply with this paragraph.
 4. **INDEMNITY.** Contractor shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Contractor including such portion thereof due, or claimed to be due, to the negligence of the City except that Contractor shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Contractor, then the City will reimburse Contractor for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Contractor's obligations to indemnify, defend, or hold harmless. Contractor shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
 5. **LIMITATION 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.
 6. **INSURANCE.** Contractor 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/ \$2,000,000 aggregate
(c)	Automobile Liability	\$1,000,000 minimum per occurrence
(d)	Products Liability	\$1,000,000 minimum 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 Street, Suite 490
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Contractor will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Contractor must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
 8. **PROGRESS REPORTS.** The Contractor shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be the substantially performed only when fully performed according to its terms and conditions and any modification thereof.
 9. **CONFLICT OF INTEREST.** Contractor certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Contractor's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
 10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Contractor further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Contractor in furtherance of this contract—shall be the property of the City. The Contractor shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the City any cognizable property right of the Contractor to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
 11. **CONFIDENTIALITY OF CITY INFORMATION.** Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
 12. **EMPLOYER CERTIFICATION.** In accordance with L.C. §22-5-1.7, Contractor understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Contractor further understands that they are not required to verify work eligibility of status of newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists. Contractor certifies that they do not knowingly employ any unauthorized aliens.
 13. **COMPLIANCE WITH LAWS.** Contractor warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Contractor agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Contractor's breach of such warranty.
 14. **DEFAULT.** In the event that (a) Contractor breaches any warranty contained herein; (b) Contractor fails to provide the insurance certificate required herein; (c) Contractor or Contractor's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Contractor's performance of the Services violates applicable law; (e) Contractor admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Contractor fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
 15. **TERMINATION.** In the event of default by Contractor under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Contractor as to the portion of the Services not yet rendered and to purchase substitute services at Contractor's expense. Contractor shall reimburse the City for the cost of such substitute services upon Contractor's receipt of an invoice therefor.
 16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
 17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Contractor, and Contractor shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Contractor the Rates for completed Services accepted by the City and the actual incurred cost to Contractor for Services in progress. These payments shall not exceed the Aggregate Price.
 18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Contractor's rights or obligation under this Agreement without the prior written consent of the City shall be void. Contractor shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

RFQ # 67085

REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR
ST JOE DAM SEDIMENT REMOVAL SERVICES TO FORT WAYNE UTILITY SYSTEMS

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary at the price indicated on exhibits "A, B, C, and D," attached hereto and made a part hereof and accepts the additional Terms and Conditions of the Contract.

Solomon Diving, Inc.
Contractor's Name

6450 Stadler Road, Monroe, MI 48162
Contractor's Address

Bret A. Solomon, President
Contractor Name's/Title (please print)

Bret A. Solomon
Contractor's Signature

3-22-23
(Date)

EXHIBIT C – MANPOWER / CREW INFORMATION

<u>Normal quantity assigned</u>	<u>Manpower Only Rates</u>		<u>Daily Rate</u>
		Project Manager	
		Supervisor	
		Operator	
		Laborer	
		Truck Driver	
		Mechanic/Welder	
SEE ATTACHED PROPOSAL			

EXHIBIT D – OPERATOR AND SUPERVISOR INFORMATION

<u>Years Experience</u>	<u>Name</u>	<u>Certifications</u>	<u>Rate</u>
SEE ATTACHED PROPOSAL			

Proposed Work plan is attached below rate sheets

SEE ATTACHED PROPOSAL



Board of Public Works
200 E. Berry Street, Suite 210
Fort Wayne, IN 46802

March 22, 2023

Page 1 of 3

This is a proposal for the services of Solomon Diving, Inc. to the City of Fort Wayne, IN for the underwater performance of the City of Fort Wayne St. Joe Dam Intake Sediment Removal Project, Work Order #67085, Quest # 8414000, as requested.

This proposal by Solomon Diving, Inc. has two (2) options to be considered.

Option #1:

Solomon Diving, Inc. will perform the underwater surgical dredging / debris removal utilizing a series of 3' hydraulic submersible pumps. The pumps have a rated discharge rate of approximately 400 gpm. The hydraulic pumps and systems to be utilized are operated with an environmentally friendly vegetable based hydraulic oil and semi hard suction and discharge hoses in order to optimize project performance. The 3' pumps have a rated solid pass-through capability of up to 2". Using this system, sediment removal is estimated to be 8 to 10 cu. yds. per 8-hour workday.

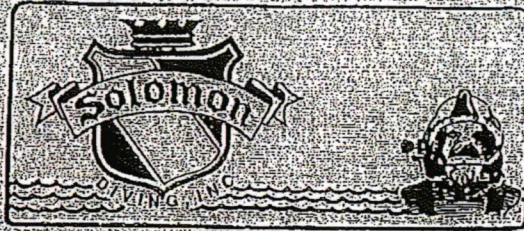
Option #2:

Solomon Diving, Inc. will perform the underwater surgical dredging / debris removal utilizing a 6' hydraulic submersible pump. The pump has a rated discharge rate of approximately 1,600 gpm at 10' of head. The hydraulic pump and system to be utilized is operated with an environmentally friendly vegetable based hydraulic oil and semi hard and hard suction and discharge hoses / pipes in order to optimize project performance. The 6' pump has a rated solid pass-through capability of up to 5". Using this system, sediment removal is estimated to be 20 to 25 cu. yds. per 8-hour workday.

NOTE: The proposed production rates are based upon clean sediment / material to be removed with little or no debris encountered. Tree and / or debris removal will affect sediment removal production.

Continued on Page 2

ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.



Complete Underwater Service/Specialists

Board of Public Works
200 E. Berry Street, Suite 210
Fort Wayne, IN 46802

March 22, 2023

Page 2 of 3

This is a proposal for the services of Solomon Diving, Inc. to the City of Fort Wayne, IN for the underwater performance of the City of Fort Wayne St. Joe Dam Intake Sediment Removal Project, Work Order #67085, Quest # 8414000, as requested.

Continued from Page 1

For the performance of this project, Solomon Diving, Inc. will provide a multi-member dive team and all necessary dive equipment utilizing surface supplied air systems with voice communications in compliance with OSHA, ADCL, and Solomon Diving, Inc. standards to perform this project.

Per this proposal, Solomon Diving, Inc. would request of the owner and/or their representative to provide unrestricted access to the work area for our trucks, trailers, and pumping apparatus, disposal capabilities suitable to handle the rated gallons per minute discharge option as chosen by the City of Fort Wayne, and all subsequent above water criteria as requested in the RFP by the City of Fort Wayne.

Due to the multiple variables presented with this project, it will be performed on a T&M basis.

Continued on Page 3

ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.



Board of Public Works
 200 E. Berry Street, Suite 210
 Fort Wayne, IN 46802

March 22, 2023

Page 3 of 3

This is a proposal for the services of Solomon Diving, Inc. to the City of Fort Wayne, IN for the underwater performance of the City of Fort Wayne St. Joe Dam Intake Sediment Removal Project, Work Order #67085, Quest # 8414000, as requested.

Continued from Page 2

OPTION #1:

Amount as Proposed per 8-hour workday, Monday thru Friday,	
Daytime Shifts, including per diem	\$ 6,385.00
OT @ \$543.74 per hour	If Requested

OPTION #2:

Amount as Proposed per 8-hour workday, Monday thru Friday,	
Daytime Shifts, including per diem	\$ 6,920.00
OT @ \$543.74 per hour	If Requested

Project Mobilization	\$ 9,600.00
Project Demobilization	\$ 4,350.00

Thank You

Sincerely,

Bret A. Solomon, President
 Solomon Diving, Inc.
 6450 Stadler Road
 Monroe, MI 48162
 734-242-4777
www.solomondiving.com

*Prevailing wage rates are not represented in this proposal.

**This proposal is valid for 30 calendar days from this date.

***Payment Due: Net 45

****Accounts not paid within 45 calendar days of the invoice date will be charged a \$25.00 fee and 1 1/2% interest compounded monthly.

ALL DESIGNS AND/OR PROCEDURES PRESENTED BOTH VERBALLY AND WRITTEN FOR THIS PROJECT ARE THE PROPERTY OF SOLOMON DIVING, INC.

CITY OF FORT WAYNE
ST. JOE DAM INTAKE SEDIMENT REMOVAL
Work Order # 67085

ADDENDUM NO. 1

TO: Prospective Bidders

OWNER: City Utilities Engineering
200 E Berry St. STE 250
Fort Wayne, IN, 46802

SUBJECT: Fort Wayne City Utilities Engineering
St. Joe Dam Intake Sediment Removal

This Addendum is part of the Request for Proposal and the Contract Documents and modifies the original Request for Proposal dated March 2023, as indicated below. Acknowledge receipt of this Addendum as instructed in the Proposal Documents. Failure to do so may subject the Bidder to disqualification for award of the associated Contract.

This Addendum consists of 2 pages and the attachments, if any, listed on the last page.

CHANGES TO SPECIFICATIONS

- 1.01 01 11 00 Summary of Work Section 1.1.A.1. – Delete this section in its entirety
- 1.02 01 11 00 Summary of Work Section 1.1.A.2. Change the phrase “6,200 cubic yards” to “6,900 cubic feet”.

CLARIFICATIONS

- 2.01 **Questions:** Are the submittals necessary that are outlined in the specifications?
Answer: All submittals outlined in the specifications are not required unless requested by the engineer.
- 2.02 **Questions:** If work is halted after mobilization, will the contractor be compensated?
Answer: If the Owner stops work due to river conditions, a daily rate is still applicable to compensate the Contractor for sitting equipment and personnel costs.
- 2.03 **Questions:** It was mentioned in the Pre-Proposal Meeting that the contractor does not have to submit daily rates for every part of the work. How should this look on the proposal documents?
Answer: If a Contractor only wants to submit daily rates for part of the work, they shall outline in their proposed work plan what work they would complete and only fill out the appropriate items on the daily rates sheet.

ATTACHMENTS

- Attachment 1 – Pre-Proposal Agenda

++ END OF ADDENDUM NO. 1 ++

Pre-Proposal Conference Agenda

St. Joe Dam Intake Sediment Removal Work Order No. 67085

March 14th, 2023 at 10:00AM
Citizen Square CR-CSQ 245; Zoom

INTRODUCTION

- Introduce City of Fort Wayne attendees & roles on project.
- A Sign-In Sheet was distributed.
- The following is Statement of Purpose for the Pre-Proposal Conference:

"The purpose of this Pre-Proposal Conference is to afford prospective bidders an opportunity to raise questions pertaining to the Bidding and Contract Documents and for the Owner or his representative to clarify those points. In addition, other features of the Project may be brought to the attention of prospective bidders.

The Proposal Request Documents stand as Issued. Nothing discussed during this Pre-Proposal Conference will be construed to have changed the intent of the Proposal Request Documents. Any potential modification, which may be discussed during this Pre-Proposal Conference, will not become official until Issued in an Addendum".

DESCRIPTION OF PROJECT

The contractor shall furnish all labor, insurance, equipment, materials, and power for the complete performance of the following project, *St. Joe Dam Intake Sediment Removal* as follows:

Project includes the removal of solids at the intake structure for the St. Joe Dam. Solids shall be dewatered and transported to an off-site disposal site.

PROJECT SCHEDULE

- Proposals Due: **March 23, 2023**
- Contract Time
 - Contract length is until the end of December 2023.
- Contract Payment
 - Contractor is paid based on a daily rate
 - Mobilization and Demobilizations paid on lump sum basis

SCORING CRITERIA

- Daily Rates Cost
- Proposed Work Plan
- Expected Tons/day of Removal
- Availability
- Quality of equipment
- Mobilization and Demobilization Costs

IMPORTANT POINTS

- Proposed work Plan
 - Include capabilities of crew
 - Discuss equipment utilized
 - Portions of the work proposing (trucking, dredging, etc.)

- All proposals must be submitted through QuestCDN. Paper copies of the bid will not be accepted by the Board. Questions related to Quest should be directed to Quest CDN Customer Support at 952-233-1632 or info@questcdn.com.

- Additional information about Quest and submitting bids may be found at <http://bidding.cityoffortwayne.org/city.php>.

- Questions during construction shall be directed to Zachary Katter P.E. (Project Manager)

ADDENDA

Addendum #1 will be issued to all plan holders by EOD on 3/20/2023 to address questions from this pre-bid meeting.

All questions not presented in this meeting are to be submitted to Zachary Katter (e-mail: zachary.katter@cityoffortwayne.org) no later than 5:00 p.m. local time Thursday (3/16/2023) and will be addressed in the Addendum.

PROSPECTIVE BIDDER'S QUESTIONS (Notes Only)

Interoffice Memo

Date: July 19, 2023
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: **City Utilities St Joe Dam Sediment Removal Services
67085**

Michael Kiester
7.19.2023

Council District – 2

City Utilities has utilized on-call service agreements to assist with various work associated with the Three Rivers Filtration Plant for many years.

This ordinance for sediment removal services at the St. Joe Dam includes daily rates received from Solomon Diving. Solomon Diving has the necessary equipment and expertise to assist with the work associated with the removal of the sediment currently located at the intake of the St. Joe Dam

The rates associated with this type of work are unique to each firm's means and methods of removing the material. The rates provided are being honored until the end of 2023. These rates include labor and equipment required to ensure productive sediment removal.

Due to the uncertainty of the composition of the material currently settled at the dam, it is anticipated that the compensation to these firms may exceed \$150,000 for a year; therefore, we are asking Council to approve this ordinance.

Implications of not being approved:

The St. Joe Dam is the water intake source for the Three Rivers Filtration Plant. Sediment has settled near/around the intake bar screens that has potential to limit capacity if not removed from the system. By removing the sediment, we will reduce the likelihood of possible flow disruptions in the system.

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

Council Introduction Date: 07/24/2023



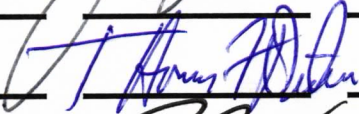



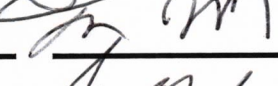


CC: Matthew Wirtz
Jill Helfrich
File

REPORT OF COMMITTEE ON CITY UTILITIES

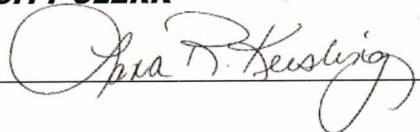
August 1, 2023

***Russ Jehl Chair
Paul Ensley Co-Chair
All Council Members***

An Ordinance approving Services Agreement – City Utilities St Joe Dam Sediment Removal Services - between Solomon Diving Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

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

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

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

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHAMBERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DIDIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: August 8, 2023



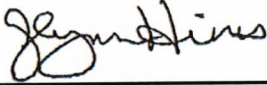
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-23-07-29 on the 8th day of August, 2023

ATTEST:



 LANA R. KEESLING
 CITY CLERK



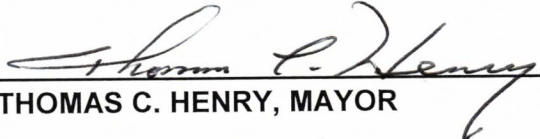
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of August 2023, at the hour of 10:10 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 10TH day of AUGUST 2023, at the hour of 1:30 o'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA
RECEIVED
 AUG 10 2023
 LANA R. KEESLING
 CITY CLERK