

1 **BILL NO. S-25-11-12**

2 SPECIAL ORDINANCE NO. S-144-25

3 **AN ORDINANCE** approving SERVICE AGREEMENT
4 – ST JOE DAM IMPROVEMENT SERVICES – WO#
5 67473 – (\$587,640.00) between UNDERWATER
6 CONSTRUCTION CORPORATION and the City of
7 Fort Wayne, Indiana, by and through its Purchasing
8 Department.

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

11 **SECTION 1.** That the SERVICE AGREEMENT - ST JOE DAM
12 IMPROVEMENT SERVICES – WO# 67473 – between UNDERWATER
13 CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, by and
14 through its Purchasing Department, is hereby ratified, and affirmed and approved in
15 all respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power,
17 transportation, miscellaneous equipment, etc., necessary for
18 THE INSTALLATION OF OWNER SUPPLIED STOP LOGS
19 GUIDES FOR THREE (3) SETS OF EXTERIOR STOP LOGS,
20 ONE (1) SET OF INTERIOR STOP LOGS AND
INSPECTION OF ALL SIX (6) SLUICE GATES AT ST. JOE
DAM;

21 involving a total cost of FIVE HUNDRED EIGHTY-SEVEN THOUSAND SIX
22 HUNDRED FORTY AND 00/100 DOLLARS (\$587,640.00). A copy of said
23 Contract is on file with the Office of the City Clerk and made available for public
24 inspection, according to law.
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SERVICE AGREEMENT: St Joe Dam Improvement Services

| | | | |
|--|--|---|--|
| SUPPLIER NAME Underwater Construction Corporation | | CITY DEPARTMENT/CONTACT NAME City Utilities Engineering / Josh Mahon | |
| STREET ADDRESS 4925 North Roosevelt Road | | STREET ADDRESS 200 E Berry St, Suite 250 | |
| CITY, STATE, ZIP CODE Stevensville, MI 49127 | | CITY, STATE, ZIP CODE Fort Wayne, IN 46802 | |
| ATTENTION Jerry Pena | | INVOICE ADDRESS 200 E Berry St, Suite 250 | |
| TELEPHONE 269-921-9002 | | CITY, STATE, ZIP CODE Fort Wayne, IN 46802 | |

| Mobilization / Demobilization | | | |
|--|----------------------|-----------|---------------------|
| Description | Total Cost | | |
| Mobilization | \$20,654.00 | Lump Sum | |
| Demobilization | \$12,720.00 | Lump Sum | |
| Preliminary Cleanings (If Required) | | | |
| Description | Total Cost | | |
| Daily Rate (Monday-Friday) (10-hour day) | \$5,625.00 | /day | |
| Weekend Daily Rate (If required) (10-hour day) | \$6,747.00 | /day | |
| Per Diem Rate (non-working weekend)(If required) | \$775.00 | /day | |
| Standby Day Rate | \$3,804.00 | /day | |
| Overtime Hourly Rate (If required) | \$421.00 | /hour | |
| Stop Log Guide Installation | | | |
| Description | Cost | # of Days | Total Cost |
| Daily Rate (Monday-Friday) (10-hour day) | \$5,944.00 /day | 70 | \$416,080.00 |
| Weekend Daily Rate (If required) (10-hour day) | \$7,169.00 /day | - | \$0.00 |
| Per Diem Rate (non-working weekend)(If required) | \$775.00 /day | - | \$0.00 |
| Standby Day Rate | \$4,191.00 /day | - | \$0.00 |
| Materials | \$27,507.00 Lump Sum | - | \$27,507.00 |
| Overtime Hourly Rate (If required) | \$490.00 /hour | - | \$0.00 |
| Sluice Gate Inspections and Measurements | | | |
| Description | Cost | # of Days | Total Cost |
| Daily Rate (Monday-Friday) (10-hour day) | \$4,572.00 /day | 10 | \$45,720.00 |
| Weekend Daily Rate (If required) (10-hour day) | \$5,624.00 /day | - | \$0.00 |
| Per Diem Rate (non-working weekend)(If required) | \$775.00 /day | - | \$0.00 |
| Standby Day Rate | \$3,374.00 /day | - | \$0.00 |
| Materials | \$4,959.00 Lump Sum | - | \$4,959.00 |
| Overtime Hourly Rate (If required) | \$421.00 /hour | - | \$0.00 |
| Allowances | | | |
| Description | Total Cost | | |
| Crane Allowance | \$ 25,000.00 | | |
| Preliminary Cleaning Allowance | \$ 35,000.00 | | |
| Total Contract Amount: | | | \$587,640.00 |

| | |
|--|--|
| Estimated Completion Date: | |
| 120 Days after Owner's Notice to Proceed | |

The following is made part of this agreement:
 Certificate of Insurance
 Attachments for pricing purposes only
 ITB #9831880

This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

*SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES THAT DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

| | |
|---|---------------------------------------|
| SUPPLIER: | City of Fort Wayne |
| By (Signature): <i>Shannon Fleming</i> | By (Signature): <i>Tara Schitt</i> |
| Printed Name: Shannon Fleming | Printed Name: Tara Schitt |
| Date: 09/16/2025 | Date: 9/23/25 |

ADDITIONAL TERMS AND CONDITIONS

- SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. TIME IS OF THE ESSENCE. Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier 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. Supplier 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.
- INVOICES.** Supplier 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 Supplier hereunder until Supplier 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 Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.
- INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship between City and Supplier is and shall at all times remain as independent contractors. Persons provided by Supplier to perform and deliver the Services shall be Supplier's employees under the sole and exclusive direction and control of Supplier and shall not be considered employees of City for any purpose. Supplier shall be responsible for compliance by Supplier's employees and any other person or entity contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entities contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C.12101 et seq. in order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services to be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expense (including attorneys' fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.
- INDEMNITY.** Supplier forever releases, discharges, acquits and agrees to defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind and nature

asserted against, charged to or imposed upon City which directly or indirectly arise or are associated with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Supplier's counsel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City contained herein. Supplier shall not settle or compromise any claim, suit or action or consent to entry or a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.

- LIMITATION OF LIABILITY.** Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
- INSURANCE.** Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

| | |
|--|--|
| (a) General Liability | \$1,000,000 minimum per occurrence/ \$2,000,000 aggregate |
| Personal & Advertising Liability | \$1,000,000 any one person or organization |
| Products/Completed Operations Liability | \$2,000,000 aggregate |
| (b) Automobile Liability, including Hired and Non-Owned Auto | \$1,000,000 minimum per occurrence |
| (c) Worker's Compensation* | |
| Bodily Injury by Accident | \$500,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$500,000 each employee |

*SUPPLIER, AND ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

The Certificate of Insurance must show the City of Fort Wayne, its Departments and Divisions, as an Additional Insured and a Certificate Holder, and provide 30 days' notification of cancellation, modification 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

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.

7. **HAZARDOUS MATERIALS.** Supplier 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. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier 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 the substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives, board members, or employees which will participate in any way in the performance of the Supplier'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, board members, or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier 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 Supplier in furtherance of this contract—shall be the property of the City. The Supplier 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 Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier 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 I.C. §22-5-1.7, Supplier 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. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier 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. Supplier 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 Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier 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) Supplier 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 Supplier 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 Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice, therefore.
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 Supplier, and Supplier 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 Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier 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 Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **GOVERNING LAW, PREFERRED VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. The parties hereto agree that any action, proceeding, claim or dispute arising hereunder or relating hereto shall be brought and enforced in a court of applicable jurisdiction located in Allen County, Indiana and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at

City of Fort Wayne
Sharon Tucker, Mayor
Purchasing Department
INVITATION TO BID



Invitation to Bid (ITB) Information

ITB.....#9831880
Description..... St Joe Dam Improvements Services
Pre-Bid Site Visit..... Wednesday, August 27, 2025, at 10:00 a.m.
ITB Due Date.....Thursday, September 4, 2025, at 11:00 a.m.

Bidder is allowed to visit the Site and conduct visual examination of the Site on Wednesday, August 27, 2025 @ 10 a.m. All access to the Site other than during the scheduled Site visit must be coordinated through email to: joshua.mahon@cityoffortwayne.org. On request, the Owner will provide Bidder access to the Site to conduct additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder must clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

All questions are required to be in writing and submitted via email to the following address: Joshua.mahon@cityoffortwayne.org by Thursday, August 28, 2025, at 11:00 a.m. Questions and answers will be documented and posted as an addendum on Quest by Friday, August 29, 2025, at noon.

Bids will be received electronically through QuestCDN vBid Online Bidding ONLY. The online bid portal will be open for vBid through 9/4/2025 at 10:59 a.m. Bid results submitted will be posted publicly immediately following this opening online at www.questcdn.com and <http://bidding.cityoffortwayne.org/city.php>

Information Resources:

Technical:
Josh Mahon
Telephone: (260) 427-2686
E-mail: joshua.mahon@cityoffortwayne.org

Purchasing:
Gayle Cooper
Telephone: (260) 427-1376
Email: gayle.cooper@cityoffortwayne.org

Instructions for Bidders

1. Bids will be received **Electronically through QuestCDN vBid Online Bidding ONLY**
2. Quote F.O.B. (Freight on Board) Destination if applicable.
3. If Bidder/Proposer has any proprietary information that cannot be disclosed, the proprietary information should be submitted as a separate package. Bidder/Proposer must understand that all information submitted is subject to public records request after award is made. If proprietary information is requested, bidder/proposer will be contacted and given an opportunity to defend its position that the information is proprietary.
4. If you are not willing to accept a split award (partial order), your submission must include the statement: "Bidding all or none."
5. Rate Definitions (Vendor Submission Form)
 - a. **Mobilization/Demobilization (Lump Sum):**
 - i. Fixed cost to deliver, set up, and remove equipment, materials, and personnel.
 - b. **Daily Rate (Mon–Fri):**
 - i. All-inclusive cost per day to perform the Work during regular hours.
 - c. **Weekend/Overtime Rate:**
 - i. Cost per day for any work performed on weekends, holidays, or after regular hours.
 - d. **Standby Day Rate:**
 - i. Cost per day when Contractor is on site but unable to work due to conditions outside their control.
 - ii. Standby will be compensable only when caused by City-directed suspensions, access restrictions by Owner, or force majeure events. No standby payment will be made for Contractor-caused delays.
 - e. **Materials (Lump Sum):**
 - i. Cost of all consumables, anchors, grout, sealants, and related items necessary for completion.
 - f. **Allowances (Crane & Preliminary Cleaning):**
 - i. Pre-set amounts the City has budgeted for crane use and cleaning, to be billed at actual cost up to the allowance.

Documents Required

The following documents must be completed, endorsed, and submitted with each bid **electronically through QuestCDN**. Failure to complete and return all documents requested will make your bid incomplete and will result in rejection of your bid by the City of Fort Wayne. **Click “Online Bid” when viewing the ad to access and submit these forms:**

1. Vendor Submission Form
2. Non-Collusion Affidavit

Documents Required of Awarded Bidder:

1. Certificate of Insurance:

Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

(a) General Liability \$1,000,000 minimum per occurrence/\$2,000,000 aggregate Personal & Advertising Liability \$1,000,000 any one person or organization Products/Completed Operations Liability \$2,000,000 aggregate

(b) Automobile Liability, including Hired \$1,000,000 minimum per occurrence and Non-Owned Auto

(c) Worker's Compensation*

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$500,000 each employee

*ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES AND DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA. 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 nonrenewal. All Certificates of Insurance should be sent to the following address: City of Fort Wayne Purchasing Department 200 East Berry Street, Suite 490

2. Service Agreement
3. Baseline Construction Schedule: (activity-based with critical path, monthly updates) within 14 days of Notice to Proceed.

Notice to Bidders

1. The legal document, "Standard Terms & Conditions," may be obtained on the City's website at: Cityoffortwayne.org, Finance & Administration, Purchasing, and Standard Terms.
2. The City of Fort Wayne has the right and option to terminate the agreement upon written notice.
3. Quantities indicated are estimates only. City reserves the right to buy additional units of commodity specified at the quoted price.
4. Any exceptions to the specifications must be clearly set forth in the bid and may result in rejection of bid. It is the bidder's responsibility to show proof that goods being offered are of equal quality to those that were specified. If a specific brand is stated in the specification, a substitution will not be considered unless indicated.
5. Contractor shall understand and comply with the City of Fort Wayne Drug Policy as listed on the City of Fort Wayne website at: www.cityoffortwayne.org, Finance and Administration, Purchasing, Drug Policy.
6. Price Preferences (for Supplies Only): If Bidder wants to claim **price preferences** per Indiana Code 5-22, such as Local Indiana Business, Bidder must indicate the preference on their Vendor Submission Form. No claims for preference will be allowed by Owner after Bid opening.
7. Indiana Code allows procurement agents to consider giving preference to purchasing commodities manufactured in the United States that meet the conditions and specifications defined in the statute. This category includes the U.S. Manufactured and Steel Products Preferences: IC 5-22-15-25 and IC 5-22-15-21. Bidder must indicate the desired preference on their Vendor Submission form. No claims for preference will be allowed by Owner after Bid opening.
8. Indiana Legal Employment: Pursuant to IC 22-5-1.7, Vendors shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program. As a condition of being awarded any contract, the successful Bidder shall execute the E-Verify Affidavit, affirming that the Vendor does not knowingly employ an unauthorized alien and further affirming that Vendor has enrolled in and is participating in the E-Verify Program.
9. All equipment which runs on electricity will carry the energy star rating whenever possible. Computer equipment, etc., may be selected because it meets this specification over competitors that do not.
10. The owner reserves the right to waive any and all formalities and informalities or to reject any and all Bids. The Owner shall accept Bids which, in their judgment, are deemed in the City's best interest. Bids received after the time set are rejected.
11. All expenses incurred in the preparation of a response to this Request shall be borne by the bidder. In the event the City deems it necessary to cancel any bid, no refunds will be issued to planholders or bidders.
12. All submitted bids shall become the property of the City of Fort Wayne.
13. The City is exempt from the payment of state sales and federal taxes.
14. The City reserves the right to reject any bids. The City's intent is to award to the lowest responsive, responsible bidder.
15. Mercury Free Specification
Bidders must offer mercury-free alternatives to all products which contain intentionally added mercury (mercury added products) where such alternatives exist.
Should such alternatives not be available, bidders must submit with their response a list of products without mercury-free alternatives and an explanation of why alternatives are not available. City reserves the right to reject any and all bids that do not provide mercury-free alternatives or an adequate explanation which city deems acceptable.

SPECIFICATIONS:

1.01 SUMMARY OF WORK

- A. The Work is located at the St Joe Dam, Fort Wayne, Indiana.
- B. The Work to be performed under this Contract included, but not limited to, constructing the Work described below and all related appurtenances. The Work includes, but is not limited to, the following:
 - 1) Perform any required preliminary cleanings to allow for inspections and installations.
 - 2) Install four (4) pairs of Owner-furnished stop log guides (three exterior, one interior) into existing guide slots per Whipps O&M Manual and approved installation drawings, including all grout, anchors, sealants, and required components. Documents can be found in the attachments section.
 - 3) Inspect and measure six (6) sluice gates and provide a comprehensive digital report including all required dimensions, sketches, videos and observations.
 - 4) Coordinate all work with City operations staff for shutdowns and gate closures.
 - 5) Perform watertight testing of installed stop log guides with City present at final inspection.
- C. Owner-furnished Materials and Equipment
 - 1) Four (4) stop log guides furnished by the Owner, to be installed by Contractor.
 - 2) City-supplied gantry crane and hoist available for stop log handling.

1.02 PRELIMINARY CLEANINGS

- A. Contractor shall conduct any preliminary cleanings as required to facilitate inspections of the six (6) sluice gates and install the four (4) stop log guides.
- B. Cleanings includes removal of debris, sediment, etc. as required by the Contractor to adequately complete work.

1.03 STOP LOG GUIDE INSTALLATION

- A. The Contractor shall install a total of four (4) stop log guides into existing guide slots as shown in Attachment #1.
- B. Installation shall conform to the Whipps, Inc. Operation & Maintenance Manual (Attachment #2) and the approved installation drawings (Attachment #3).
- C. The City shall furnish four (4) pairs of stop log guides.
- D. Stop log guide location and weights
 - 1) Three (3) pairs of exterior stop log guides in inlet channels – 620 lbs per assembly.
 - 2) One (1) pair of interior stop log guides in inlet well – 550 lbs per assembly.
- E. Guides shall be installed in original guide slots on site.
- F. Contractor shall supply grout, anchors, sealants, and components per Whipps requirements.
- G. Contractor shall provide crane and rigging equipment, submitted for approval prior to use.
- H. Interior installation access through screen room garage shall be confirmed by Contractor prior to bid.

1.04 SLUICE GATE INSPECTION AND MEASUREMENTS

- A. The Contractor shall inspect six (6) sluice gates and provide detailed specifications and measurements as outlined in this document.
- B. Contractor shall supply all measuring instruments, gauges, and equipment.

- C. Required measurements to be documented:
- 1) Stem Lengths
 - a. The stem is the long rod that moves up and down to open/close the sluice gate.
 - b. Measure and document the length of each individual stem and the total length.
 - 2) Thread Size on Stem
 - a. The dimensions of the spiral grooves (threads) that wrap around the stem must be recorded.
 - b. Diameter measured with dial caliper.
 - c. Threads per inch (TPI): The number of threads within one inch of the stem.
 - d. Hand: Identify if the thread is right- or left-handed (Right-hand threads tighten when turned clockwise).
 - e. Lead: The distance the stem moves up or down with one full rotation.
 - f. Thread Type: ACME or Stub ACME.
 - g. Process: Determine if the threads are rolled or cut (Rolled threads may vary in size from standard dimensions, e.g., a 2.50" stem might measure 2.45").
 - 3) Thread Gage
 - a. Assess how loose the gage is in the stem threads.
 - b. Take a video while moving the gage up and down on the thread.
 - c. Contractor shall supply City approved gage required to measure components of the sluice gates.
 - 4) Stop Nut
 - a. Verify the presence of a stop nut at the end of the stem to prevent over-rotation or loosening.
 - b. Confirm and document the thread size if a stop nut is present.
 - 5) Crank or Handwheel Size
 - a. Measure and record the size of the crank or handwheel used to operate the sluice gate.
 - 6) Gearbox Ratio
 - a. Mark the operator nut and gearbox.
 - b. Rotate the handwheel and count the number of revolutions required for the operator nut to complete one full revolution.
 - c. Document the gearbox ratio.
 - 7) Nut Pocket or Thrust Nut Size
 - a. Measure and document the following dimensions: length, width, and height.
 - b. Provide a rough sketch of the existing thrust nut.
 - c. If applicable, document Chapman thrust nuts with a tang, including the width and depth of tang.
 - 8) Wall to Step Distance
 - a. Measure and document the distance from the wall to the stem.
 - b. Standard split stem guide assemblies should fall within: small bracket (3" to 12' range) or large bracket (3" to 19" range).
 - 9) All other dimensions required to replace the components the sluice gate system components and to provide a fully functional system.
- D. Deliverables
- 1) The Contractor must provide a detailed report in an organized manner and submitted in a digital format including:
 - a. Measurements and specifications as outlined above.

- b. Supporting video for thread gage assessment.
- c. Sketches for thrust nut dimensions.
- d. Any additional observations or irregularities found during the inspection.

1.05 SEQUENCING, ST JOE DAM OPERATION AND SHUT DOWN

- A. Preliminary Cleanings and Repairs
 - 1) Preliminary cleanings if required must be completed first.
 - 2) City's operation staff will shut down channel sluice gates as required by the Contractor.
- B. Interior Stop Logs Guides Installation
 - 1) Must precede all inspections/installations except preliminary cleaning.
 - 2) Six (6) hour full shutdown windows will be provided by City.
 - 3) Contractor must reach secure, watertight stopping point each day
- C. Sluice Gate Inspections
 - 1) General Inspection Procedure
 - a. Interior stop logs must be in place before inspections.
 - b. Inspection of sluice gates may be done after installation of interior stop logs.
 - c. Once stop logs are installed, City operations staff will lock out the two (2) pumps that are open to the side of the inspection of the sluice gates.
 - d. Contractor shall coordinate with City operations staff to unlock and lock pumps as Contractor moves from screen #1 sluice gate inspections to screen #2 and #3 sluice gate inspections.
- D. Exterior Stop Log Guides Installation
 - 1) May commence after interior stop log installation.
 - 2) Contractor shall coordinate with City Operation staff for sluice gate closures and openings to work on specific channels.
 - 3) Only one sluice gate may be shut at a time.
 - 4) Pump station otherwise remains in full operation.
- E. Contractor must coordinate daily secure, watertight stopping points with City during any shutdown windows.

1.06 USE OF PROJECT SITE

- A. The cleanings, installation, and inspection shall be within the boundaries of the St Joe Dam.
 - 1) Limit all activity to areas shown in Attachment #5.
 - 2) Maintain buildings in weather-tight condition.
 - 3) Promptly repair damage to premises caused by construction operations. Upon completion of the work, restore premises to specified condition; if condition is not specified, restore to pre-construction condition.
 - 4) Contractor access to the site shall be via the automatic gate. A key fob for the automatic gate and front entrance will be provided.
 - 5) Contractor shall maintain staging areas during construction in a manner that will not obstruct City's operations. Work shall proceed in an orderly manner, maintaining construction site and staging area free of debris and unnecessary equipment or materials.
 - 6) Store materials and equipment neatly and compactly in locations that cause minimum inconvenience to City.
- B. Site used for staging, storage, and work areas shall be restored to existing conditions at the conclusion of the project.

- C. The screen room includes a garage door opening, providing access for materials and equipment.

1.07 SAFETY AND PROTECTION

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1) all persons on the Site or who may be affected by the Work;
 - 2) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3) other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall inform City of the specific requirements of Contractor's safety program with which City's employees and representatives must comply while at the Site.
- C. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and City has issued a notice to Contractor in accordance with the Work that it is acceptable.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Contractor shall maintain an incident log and report any accidents or near-misses immediately to the City.

1.08 OTHER PROJECT CONSTRAINTS

- A. All work at the site will be performed during regular working hours, Monday through Friday. Contractor will not perform work on a Saturday, Sunday, or any legal holiday. Contractor may perform work outside of regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld. Regular working hours are between 7:00 am and 5:00 pm.
- B. Shutdown windows may occur within regular hours; if an after-hours shutdown is essential to protect operations, Contractor shall request written approval and will be compensated at the agreed Weekend/Overtime Rate only if preapproved in writing.
- C. Contractor will sign a service agreement identical to Attachment #7 other than insertion of required information to fill out the agreement.
- D. The Contractor will be required to complete work by specified date agreed to by City and Contractor.
- E. Any work allowance, if not authorized, will be deducted from the contract at the end of the project.
- F. Any changes to the work schedule must be communicated in writing and approved by the City. Request for changes must be submitted at least 48 hours in advance.

1.09 FINAL INSPECTION

- A. Contractor will conduct an initial inspection after installation of stop log guides.
 - 1) Check that the stop log grooves are installed straight and plumb with no misalignments.
 - 2) Ensure all anchors, bolts and fasteners are properly torqued and secured.
 - 3) Inspect grout application to confirm full coverage with no voids or gaps.
 - 4) Assess the seals for any signs of damage, misalignment, or debris.
 - 5) Contractor shall install stop logs into guides and conduct a water-tight test, verifying no excessive leakage at seals and junctions complying to manufacturer's allowances.
- B. The City will provide a gantry crane and hoist for stop log installation and removal.
- C. City will conduct a final inspection of all installed components to ensure compliance with specification and performance requirements.
 - 1) Contractor shall remove stop logs at the end of the final inspection.

General Conditions:

City of Fort Wayne Division of Utilities will receive proposals via Quest Online Bidding Only.

City of Fort Wayne Division of Utilities reserves the right to accept/reject any or all quotes, which in its judgment will be in the best interest of the public. Quotes will be evaluated on cost. City of Fort Wayne Division of Utilities reserves the right to negotiate after quotes are opened, with any potential Contractor/s if deemed necessary. City of Fort Wayne Division of Utilities reserves the right to interview bidders. A copy of the proposed service agreement is included as an Attachment to this RFQ.

It is the intent of City of Fort Wayne Division of Utilities to select the best quote and enter into a contract with selected Contractor.

Vendor Submission Form

| Mobilization / Demobilization | | | |
|--|-------------------|------------------|-------------------|
| Description | Total Cost | | |
| Mobilization | \$ | | Lump Sum |
| Demobilization | \$ | | Lump Sum |
| Preliminary Cleanings (If Required) | | | |
| Description | Total Cost | | |
| Daily Rate | \$ | | /day |
| Weekend/Overtime Rate (If required) | \$ | | /day |
| Per Diem Rate (non-working weekend)(If required) | \$ | | /day |
| Standby Day Rate | \$ | | /day |
| Stop Log Guide Installation | | | |
| Description | Cost | # of Days | Total Cost |
| Daily Rate (Monday-Friday) | \$ /day | 70 | \$ |
| Weekend/Overtime Rate (If required) | \$ /day | - | \$ |
| Per Diem Rate (non-working weekend)(If required) | \$ /day | - | \$ |
| Standby Day Rate | \$ /day | - | \$ |
| Materials | \$ Lump Sum | - | \$ |
| Sluice Gate Inspections and Measurements | | | |
| Description | Cost | # of Days | Total Cost |
| Daily Rate (Monday-Friday) | \$ /day | 10 | \$ |
| Weekend/Overtime Rate (If required) | \$ /day | - | \$ |
| Per Diem Rate (non-working weekend)(If required) | \$ /day | - | \$ |
| Standby Day Rate | \$ /day | - | \$ |
| Materials | \$ Lump Sum | - | \$ |
| Allowances | | | |
| Description | Total Cost | | |
| Crane Allowance | \$ 25,000.00 | | |
| Preliminary Cleaning Allowance | \$ 35,000.00 | | |

The Work will be complete 120 days after Owner's Notice to Proceed.

Bids must include all the preceding information requested by the Purchasing Department.

Pricing to be entered through Quest Online Bidding Worksheet.

ATTACHMENT 1
LOCATION OF STOP LOG GUIDES TO BE INSTALLED

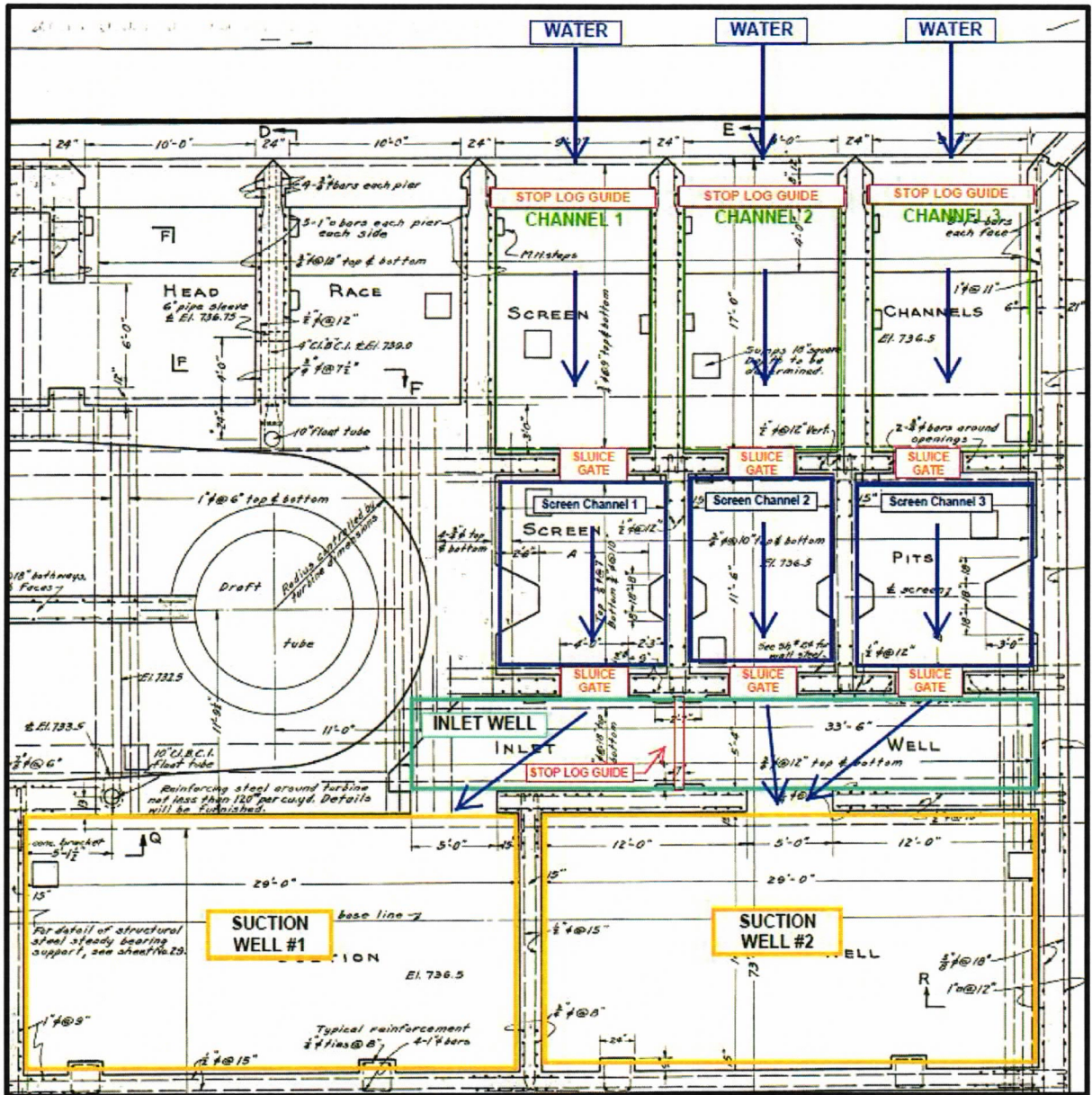


Figure 1: Depiction of the St Joe Dam showing flow of water

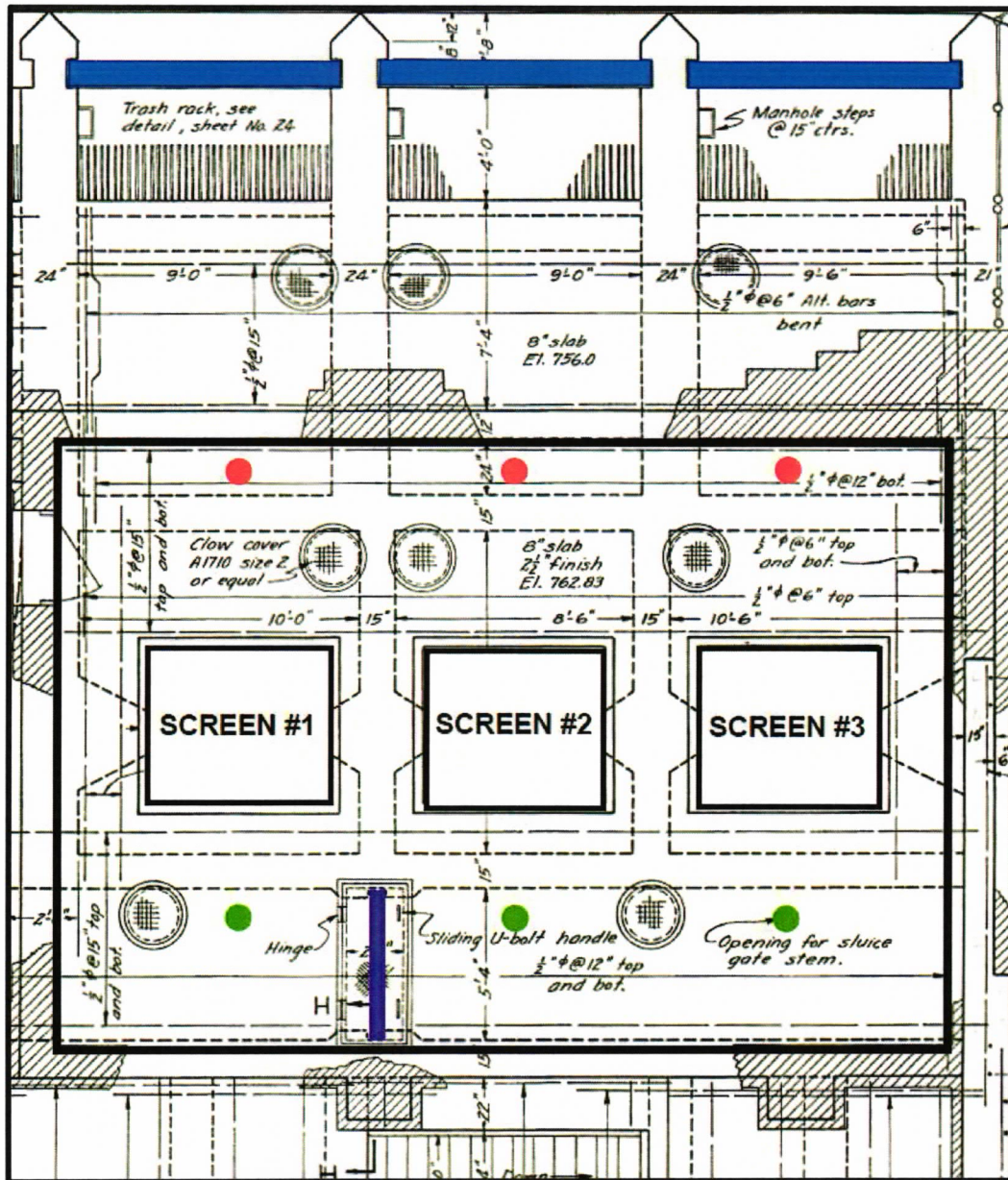


Figure 2: Labeled Depiction of Work Area (Black rectangle area = screen room)

| Key for Figure 2: | | |
|-------------------|----------|--|
| Color | Quantity | Components |
| Blue | 3 | Exterior Stop Logs |
| Purple | 1 | Interior Stop Logs |
| Red | 3 | Northwest (NW) River Side Sluice Gates |
| Green | 3 | Southeast (SE) Pump Side Sluice Gates |

ATTACHMENT 2
WHIPPS O&M MANUAL



OPERATION & MAINTENANCE MANUAL

ALUMINUM STOP LOGS

**St Joe's Dam
Fort Wayne, IN**

Your PO#: 24574068
Whipps Inc. Ref: # 34118

REPRESENTATIVE:
FACO Waterworks
8651 Castle Park Drive
Indianapolis, IN 46256
Telephone: (317) 842-3226

MANUFACTURER:
Whipps Inc.
P.O. Box 1058
370 South Athol Road
Athol, MA 01331
(978) 249-7924
(978) 249-3072 Fax

TAG NUMBERS – Whipps 34118

| <u>Drawing #</u> | <u>Gate Type</u> | <u>Size</u> | <u>Location</u> | <u>Tag Numbers</u> |
|------------------|------------------|-----------------|--------------------------|--------------------|
| BC-510-2125 | 510 Stop Logs | 107-1/4" x 234" | Screen Channel #1, 2 & 3 | N/A |
| BC-510-2126 | 510 Stop Logs | 56" x 295-1/4" | Interior Channel | N/A |

Table of Contents

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| SECTION A | Installation, Operation & Maintenance Manual Aluminum Stop Logs |
| SECTION B | Aluminum Stop Logs Material and Engineering Standards |
| SECTION C | Aluminum Stop Logs Installation Drawings |
| SECTION D | Trouble Shooting Guide Whipps, Inc. Warranty Preventative Maintenance Whipps Gate Parts Ordering Adhesive Recommendation |

Stop Log Assemblies

Installation Instructions

Introduction

This manual describes the recommended methods of installation, initial operation and maintenance for Whipps, Inc. stop log assemblies and related components. This manual should be used in conjunction with the approved installation drawings provided by Whipps, Inc.

Whipps, Inc. stop logs are custom built to meet the requirements of each specific application. The stop logs provided have low leakage characteristics. However, care must be taken in the handling, storage and installation of the equipment to ensure that it will function as intended and restrict leakage within the specified parameters.

The information in this manual is intended only as a recommendation for the proper and satisfactory installation of our equipment. Whipps, Inc. assumes no liability, expressed or implied, for the interpretation of the recommendations or faulty installation of the stop logs. Whipps, Inc.'s responsibility is limited to defects in manufacturing.

Handling and Storage

To prevent personal injury or equipment damage, follow standard safety procedures when handling equipment and be sure rigging equipment is properly set and in safe working condition.

When unloading the equipment from the box trailer or flat bed truck, use care during removal and storage. If the equipment has been shipped mounted to a wooden skid, lift the skidded material from the bottom.

If damage has occurred in transit, file the necessary report with the freight carrier and contact Whipps, Inc. immediately.

Thoroughly review the packing list and compare the items on the list to the equipment received.

Although Whipps Inc. stop logs are durable and heavily constructed, care is necessary during storage, handling and installation. The seals along the sides and bottom of each log should be protected from damage.

Equipment should be stored on planks or timbers on a flat surface to keep them off the ground and to prevent distortion. Equipment should be covered with tarps to protect the equipment from foreign matter while stored. Where there are a number of stop logs or grooves (aka guide frames) and where storage space is limited, it may be necessary to stack them with heavy timber blocking placed between the equipment to prevent damage. When stacking equipment, take care to avoid damaging the seals on the stop logs or distorting the grooves.

Installation

Installation - General

The most important aspects of a stop log installation are listed in this section. If these recommendations are followed, a proper installation is assured.

Carefully review the installation drawing for each assembly prior to installation to confirm proper setting. If the installation drawings are not available, please contact Whipps Inc. at 978-249-7924 or www.whipps.com.

Installation - Embedded Grooves (aka Guide Frames)

1. On grooves with embedded guide frames and/or an embedded invert member, box-outs or recesses are required in the channel walls and/or the channel floor during the concrete pour. The box-outs shall be of sufficient size to accommodate the groove assembly. See installation drawings for dimensional information.
2. The groove assembly must be well supported prior to the addition of grout to prevent distortion. Distortion of the groove may make installation of the stop logs difficult and may cause excessive leakage.
3. The invert member shall be mounted flat on the horizontal plane and the guide frames shall be perpendicular to the invert member. This interface between the bottom of the guide frames and the invert member is important to ensure proper sealing.
4. Care should be taken to keep the inside the groove and the seals on the stop logs free from grout or debris.

Installation – Grooves Mounted with Anchor Bolts

Note: We recommend that a minimum space of 1” be allowed for any gate or accessory that requires grouting.

When anchor bolts are furnished for mounting the grooves, the location and projection of the anchor bolts will be shown on the installation drawing. In most cases, epoxy or wedge type anchor bolts will be utilized. When hook type anchor bolts are utilized, the anchor bolts should be placed in the holes drilled in the forms at locations indicated on the drawings. The hook ends of the anchor bolts should then be wired to the opposite form or to reinforcing rods to hold the bolts firmly in place.

Where grooves are mounted with anchor bolts it is necessary that a uniform grout pad (non-shrink grout) or a resilient gasket be placed between the groove and the concrete wall. This grout or gasket is necessary to serve as a seal between the groove and the wall and the type will be indicated on the installation drawings. The projection of the anchor bolts, shown on the installation drawings, includes provisions for the grout or gasket.

When a gasket is utilized to seal between the groove and the wall, the wall will need to be straight and plumb. If the wall is not straight and plumb, leakage can occur between the groove and the wall. Removal of the groove, modifications to the wall and re-installation of the groove may be required to rectify this situation.

Grooves should not be mounted directly to a wall without grout or a gasket as this will result in leakage between the groove and the wall.

1. All anchor bolts should be checked prior to installation to ensure that the threads are undamaged. Anchor bolts should be installed as recommended by the anchor bolt manufacturer.
2. For face-mounted installations, install the grooves using the jacking nuts on the anchor bolts as shown on the installation drawing. If the jacking nuts are not installed and the outside nuts are overtightened, groove distortion can occur and this can lead to difficulty installing and removing the stop logs and excessive leakage. Groove distortion can provide an inconsistent mounting surface for the seals that are mounted on each stop log. Note that jacking nuts are not shown or applicable for channel-mounted installations. Shims may be used to level channel-mounted grooves if needed.
3. In most cases, two nuts will be provided for each anchor bolt. Refer to the installation drawings for details. The jacking nut, should be installed on the anchor bolt prior to mounting the groove, **leaving approximately 1 inch for the insertion of grout.** The jacking nut needs to be positioned to ensure that the groove will be mounted vertically even if the concrete wall is not straight and plumb.
4. After anchor bolt and jacking nut installation, the groove should be lifted and carefully set in place in such a way as to not damage the threads on the bolts. After the groove is mounted on the anchor bolts, attach the other nuts on the anchor bolts. The use of the double nut arrangement helps to ensure that the groove will be mounted straight and plumb and can be firmly tightened into position without distortion.
5. With the groove located approximately 1 inch from the wall, forms should be mounted around the flange and a non-shrink grout should be placed between the groove and the concrete wall. The grout needs to be completely applied around the perimeter of the groove as shown on the installation drawings. All voids should be filled with grout to ensure that leakage cannot occur between the groove and the wall.
6. Care should be taken to avoid getting grout on the inside of the groove or on the seals. All grout that adheres to the inside of the groove or the stop log seals should be removed.
7. Channel-mounted invert sill plates should be installed as shown using the jacking nuts provided to level the plate. Grout should be filled as needed between the underside of the sill plate and the channel invert in the same manner as the stop log grooves.

Nut Tightening Torque

Proper tightening of the nuts on anchor bolts holding the groove to the wall may prevent serious problems in operation or performance of the equipment. Tabulated below, are recommended torque values for common fastener sizes.

| *DIAMETER (in.) | TORQUE (ft.-lb.) |
|-----------------|------------------|
| 1/2 | 35 |
| 5/8 | 75 |
| 3/4 | 100 |
| 7/8 | 150 |
| 1 | 200 |

Installation /Removal – Stop Logs

After the groove assembly has been installed and cleaned of all debris, stop logs can be added. If provided, use the stop log lifter in conjunction with a crane or similar lifting device to raise the lifter and the stop log. Make sure that the stop log is positioned correctly. The seals should be on the “dry side” so that the water pressure pushes the stop log seals against the inside of the stop log groove. Lower the lifter and stop log into the groove and release using the lanyard release on the lifter. This procedure should be repeated depending on the number of stop logs.

Check the installation drawing to ensure that the correct quantity of stop logs is installed. In some cases, it will be necessary to review the installation drawings to confirm the proper sequence for adding the stop logs. (Some stop logs may be provided with orifices, differing heights, etc.)

The procedure should be reversed when removing the stop logs. When removing the stop logs, handle the stop logs with care. Install the stop logs in the storage racks or in a stack. Handle and store in such a way as to avoid damaging the seals.

Installation Inspection Check List

1. Check the groove assembly to ensure it has been installed straight and plumb.
2. Check the inside of each groove assembly and check each stop log for grout, debris or damage.
3. Check the outside nuts on the anchor bolts for proper tightness.
4. On wall mounted groove, check the grout or gasket used to seal between the groove assembly and the wall.



P.O. Box 1058 • 370 South Athol Rd.
Athol, Massachusetts 01331
Phone: (978) 249-7924
Fax: (978) 249-3072

TROUBLE SHOOTING GUIDE - STOP LOGS

As outlined in the beginning of this manual, the installation is the single most important aspect and consideration of a properly functioning Stop Logs.

| Symptom | Cause | Remedy |
|---|---|---|
| Excessive Leakage (through stop logs) | Concrete, grout or debris on the slide, seats and/or seals. | <i>Remove foreign material.</i> |
| Excessive Leakage (through stop logs) | Distorted frame (i.e. anchor bolts tightened unevenly or insufficient bracing during embedment. | <i>Remove groove from wall and re-mount if undamaged. Consult factory if damaged.</i> |
| Excessive Leakage (through stop logs) | Damaged seals. | <i>Open gate and visually inspect seals for damage. Consult factory for replacement seals.</i> |

For problems not covered in this guide, please consult the Whipps, Inc. Service Department between 8:00am - 5:00pm EST at (978) 249-7924.

If possible, please have the five-digit Shop Order Number and/or the Whipps drawing number of the equipment when calling.

Whipps, Inc. Warranty

1 Year Warranty

To the Owner of this equipment:

Thank you for purchasing our equipment. Below are the terms under which our equipment is warranted.

- 1.) The seller guarantees this equipment to be free of defects in material and workmanship for one (1) year from date of delivery to Buyer's destination. Seller agrees to repair or replace all defective parts during the stated warranty period. It is the responsibility of the Buyer to provide Whipps, Inc. notice of such defects immediately. The Seller shall determine whether or not the equipment shows unmistakable evidence of defective material and workmanship. The cost to the Seller shall not exceed the cost of part repair and replacement and in no case shall the Seller be liable for any consequential losses or damage. The Seller's liability will cease and terminate entirely at the end of the warranty year.
- 2.) The above terms are valid if the equipment is used as directed. If the equipment has been modified in anyway without the prior written consent of Whipps, Inc., all terms of this warranty are void.

370 South Athol Road
Athol, MA 01331
(978) 249-7924
whipps.com

Whipps, inc.
Quality Since 1977

2/21/18 TDCC
030-3

Preventative Maintenance

Stem - Where stem guides are used they should be aligned on the channel to provide uniform clearance between the stem and the stem guide halves. Visually inspect the threaded portion of the stem. It must be clean and free of foreign matter, including dirt or sand, and lubricated with suitable industrial grease. Clean with a dedicated stainless steel brush to prevent cross contamination, apply grease. Do not use a carbons steel brush! The stem should be thoroughly cleaned and lubricated, with a heavy-duty grease at start-up and every six months. We suggest every 3 months whenever exposed to severe dust or heavy particles. The stem must remain free of grit and be sufficiently lubricated to prevent accelerated wear to the operating nut (mounted on the slide).

Seals- Visually inspect for damage. Cuts or debris that may gouge the seals causing it not to seal correctly. Consult factory for replacement seals.

Manual Operators - Manual operators are lubricated at the factory and do not require further lubrication before initial operation. The stop collar should be threaded on to the stem only after the operator has been installed and the gate is in the fully closed position. There should be approximately 1/16" of clearance between the bottom of the stop collar and the top of the operating nut. The set screw should then be tightened to hold the stop collar in place. The crank or handwheel should turn easily. If there is any binding in operation, check to be sure that the stem guides and stem are properly aligned. At least every 6 months or as needed, all grease fittings should be lubricated with a small amount of Mobil Grease Special or equal, which will not harden in cold weather or become liquid in warm weather.

Electric Operators - The instruction manual furnished with electric motor-driven floor stands should be read carefully before the unit is installed. The gate must be manually opened about 3" before initial electric operation is attempted. Check motor rotation by activating the "open" circuit making certain the gate travels in the "open" direction. Revise motor leads to obtain proper rotation if necessary. The gate should not be operated electrically through its full travel until both "closed" and "open" geared limit switches have been properly set. Adjust the "open" switch so that the opening cycle does not allow the end of the thread of the operating stem to enter the floor stand nut. Geared limit switches cannot be factory set and must be set by the contractor at the jobsite. The torque switches have been properly set at the factory and should not need adjustment.

Whipps Gate Parts Ordering

It should be noted that each Whipps gate installation is a custom fabrication, designed to suit the specific structures and environmental conditions specific to individual projects. As such, Whipps does not maintain a parts list for gate components that would be typical to the many various sizes and models of project-specific installations.

All Whipps gate components are designed for long service life, with materials selected for durability in a wide variety of adverse environments. There are no specific components that would be considered "wear-items", or parts that might have a pre-determined shorter service life than other components.

In the event that a replacement part is needed, an exact duplicate *may* be readily obtained by contacting the Whipps Parts Department. The following procedure *may* be followed to ensure that the needed part is correctly identified and accurately reproduced:

1. Each Whipps gate installation is provided with an Identification Tag (shown at right) that includes the pertinent identifying gate information. This tag will be located on the top of the yoke channel on self-contained gates, and on the pedestals of non-self-contained installations.



2. Contact Whipps Parts:
Casey Aucoin, Parts Sales
(978) 249-7924, Ext. 335
caseya@whipps.com

3. Provide Whipps 5-digit S.O. number and the gate-specific drawing number, beginning with prefix "BC" as shown in graphic, above.

4. Each Whipps gate installation drawing is included with your project-specific Operation and Maintenance manual. Locate the installation drawing that corresponds to the drawing number shown on the Whipps gate tag. Specific gate components such as frames, slides, operators, stems, etc. are shown on the installation with sections and detail drawings also referenced. The part requiring replacement will be identifiable on either the installation drawing or referenced gate sections or detail drawings.

5. With the pertinent information provided, Whipps Parts personnel will aid in and/or confirm identification of the part required and begin production of an exact duplicate. Lead times *may* vary depending on the part required, with some parts available for same-day shipping and overnight delivery.

ADHESIVE ANCHOR RECOMMENDATIONS

ADHESIVE SUPPLIED BY INSTALLER TO BE:

- **HILTI** HIT RE500 V3 EPOXY ADHESIVE
- **ITW RAMSET / REDHEAD** EPCON CERAMIC 6 EPOXY ADHESIVE
- OR APPROVED EQUAL

Whipps Inc. Supplies the Threaded Rod, Nuts & Washers required for installation.

Unless otherwise noted, the embedment depth required for each size anchor will be

| Anchor Diameter | Embedment Depth |
|-----------------|-----------------|
| 1/2" | 4-1/2" |
| 5/8" | 6" |
| 3/4" | 7" |
| 7/8" | 8" |
| 1" | 9" |

Title: Adhes. Anchor Rec.
Date Created: 1/24/20
Owner: Eng. Director
Controlled Doc. # F030-48



WATER CONTROL GATES

P.O. Box 1058 - 370 South Athol Road
Athol, Massachusetts 01331, USA
Tel (978) 249-7924 Fax (978) 249-3072
www.whipps.com

CUSTOMER FEEDBACK

| | | | |
|---|--|-------------|--|
| Order # | | Date | |
| Reported by | | | |
| | | | |
| What's Wrong or Complaints | | | |
| What's Good or Kudos | | | |
| Other or Improvement Suggestions | | | |
| Review Completed | | Date | |

ATTACHMENT 3
STOP LOG SHOP DRAWINGS

Whipps, inc.

P.O. Box 1058 • 370 South Athol Rd.
Athol, Massachusetts 01331
Phone: (978) 249-7924
Fax: (978) 249-3072

9/19/24

City of Fort Wayne
Fort Wayne City Utilities Engineering
200 E. Berry Street
Suite 250
Fort Wayne, IN 46802

Attn: Josh Mahon

Subject: St. Joe's Dam Stop Logs
Resubmittal 2
Your P.O. No.: 24574068
Our Ref. # 34118

Mr. Mahon:

Please find enclosed the following shop drawings and submittal information for the above-mentioned project for your review and approval.

| | |
|---|--|
| A-341-180 | Aluminum Stop Log Material & Engineering Standards |
| A-341-181 | Stop Log Design Calculations (MA PE-Stamped) |
| A-341-181 | Stop Log Design Calculations (MA PE-Stamped) |
| MA PE-Stamped Drawing Set (9 Pages) | |
| BC-510-2125 | Series 510 Alum. Stop Log Install. 107-1/4" x 234" |
| BC-510-2125-S2 | Series 510 S.S Groove Sections |
| BC-510-2125-S3 | Groove Installation Details |
| BC-510-2125-S4 | Series 510 Alum. Stop Log Detail |
| ST-100-008 | Alum. Stop Log Lifter for Series 510 Stop Logs |
| BC-510-2126 | Series 510 Alum. Stop Log Install. 56" x 295-1/4" |
| BC-510-2126-S2 | Series 510 S.S Groove Sections |
| BC-510-2126-S3 | Series 510 Alum. Stop Log Detail |
| BC-510-2126-S4 | Alum. Stop Log Lifter for Series 510 Stop Logs |
| Adhesive Anchors Recommendations Sheet | |
| Stop Log Assemblies Installation Instructions (6 Pages) | |

Again, please note that the above-listed proposed equipment is submitted as our best interpretation of the latest versions of available contract documents. **It is Whipps, Inc. policy that all equipment is fabricated per approved submittal drawings only. Verification of all elevations and dimensions relating to any existing and/or proposed structures is the responsibility of the reviewing engineer and the contractor.** We ask that this careful verification be provided to ensure that the equipment submitted herein is properly fabricated to suit the desired locations.

Also note that a complete set of stamped drawings, including installations, sections and details are enclosed herein. As the scanned stamped copies from our PE are of poor quality, clear copies of all submittal drawings are also included.

A complete O & M manual will be provided prior to shipment that will include the approved shop drawings.

Please respond accordingly with any further concerns, or if any additional documentation is needed.

Sincerely,
Whipps, Inc.



Steve Barnes

Cc: FACO Waterworks

ENGINEERING STANDARDS

Whipps, inc.
370 South Athol Rd, Athol MA 01331

DATE
7/16/24

DRAWN BY
KS

S.O. NUMBER
34118

STOP LOG ASSEMBLY

DRAWING NUMBER
A-341-180

REV
A

WELDING TO AWS D1.2 – LOGS & GROOVES

LOGS

- MIN THICKNESS 1/4" ALL PARTS
- MAX BENDING STRESS 7,600 PSI @ MAX HEAD
- MAX BENDING DEFLECTION < 1/360 OF SPAN

GROOVES

- MIN THICKNESS 1/4" ALL PARTS

MATERIAL STANDARDS

| | |
|------------------|-------------------------------------|
| LOG BODY | ASTM B221, TYPE 6061-T6 ALUMINUM |
| LOG CORNER SEALS | MOULDED POLYURETHANE |
| LOG INVERT SEAL | ASTM D2000, 60 DUROMETER NEOPRENE |
| STOP LOG GROOVE | ASTM A240, TYPE 304 STAINLESS STEEL |
| LOG LIFTER | ASTM B221, TYPE 6061-T6 ALUMINUM |
| FASTENERS | ASTM A276, TYPE 316 STAINLESS STEEL |
| ANCHORS | ASTM A276, TYPE 316 STAINLESS STEEL |

THE SOMETIMES SPECIFIED ASTM B308 IS SPECIFIC TO ALUMINUM 6061-T6 STANDARD EXTRUSIONS ONLY.
ASTM B221 APPLIES TO ALL ALUMINUM 6061-T6 EXTRUSIONS, BOTH CUSTOM & STANDARD.

CALCULATION SHEET

Sheet No. A-341-181
 Project: St. Joe's Dam
 Whipps #: 34118
 Gate Ref: Whipps Dwg. BC-510-2125

Prepared By: S. Barnes
 7/23/2024
 Rev.: A

Calculations

1. Allowable Leakage Rates
2. Stoplog Design

1. Leakage Rates

Stoplog Aperture Width = 107 in
 Stoplog Installed Depth = 234.0 in
 Stoplog Type (1st) = 510+, 12" Deep
 Quantity (1st) = 19
 Stoplog Type (2nd) = N/A
 Quantity (2nd) = 1

Seal Periphery = 2,611 in
 Allowable Seating Leakage rate = 0.05 gal/min/ft of seal periphery
 Allowable Installation Leakage = 10.9 gal/min

2. Stoplog Design

Design Head on gate Invert = H = 20.0 ft = 240.0 in
 Aperture Width = L = 107 in
 Density of Water = ρ = 62.4 lb/cu.ft = 0.0361 lb/cu.in
 Material Modulus = E = 1.01E+07 psi Aluminum

1st Stoplog Type

Stoplog section depth = d = 12.25 in
 Stoplog section Moment of Inertia = I = 98.54 in⁴ Log type 510+, 12" Deep
 Stoplog – furthest fiber distance = y = 3.550 in
 Assumed Stoplog section is a simply supported beam under uniform load (Roark's p.104 – 2.e)

$$W_a = \text{Load per unit Length} = \left(H - \frac{d}{2} \right) \cdot \rho \cdot d = 103.43 \text{ lb/in}$$

$$\text{Deflection} = \delta = \frac{5 \cdot W_a \cdot l^4}{384 \cdot E \cdot I} = 0.179 \text{ in} \quad \text{Acceptable, Less than 0.3 in}$$

$$\text{Deflection Ratio} = l / \delta = 1: 599$$

$$\text{Stress} = \sigma = \frac{W_a \cdot l^2 \cdot y}{8 \cdot I} = 5,357 \text{ psi} \quad \text{Acceptable}$$

Less than 7600 psi
 R.F of 7.1 On Ultimate Stress



CALCULATION SHEET

Sheet No. A-341-182
 Project: St. Joe's Dam
 Whipples #: 34118
 Gate Ref: Whipples Dwg. BC-510-2126

Prepared By: S. Barnes
 7/23/2024
 Rev.: A

Calculations

1. Allowable Leakage Rates
2. Stoplog Design

1. Leakage Rates

Stoplog Aperture Width = 56 in
 Stoplog Installed Depth = 305.5 in
 Stoplog Type (1st) = 510+, 12" Deep
 Quantity (1st) = 24
 Stoplog Type (2nd) = N/A
 Quantity (2nd) = 1

Seal Periphery = 1,988 in
 Allowable Seating Leakage rate = 0.05 gal/min/ft of seal periphery
 Allowable Installation Leakage = 8.28 gal/min

2. Stoplog Design

Design Head on gate Invert = H = 20.0 ft = 240.0 in
 Aperture Width = L = 56 in
 Density of Water = ρ = 62.4 lb/cu.ft = 0.0361 lb/cu.in
 Material Modulus = E = 1.01E+07 psi Aluminum

1st Stoplog Type

Stoplog section depth = d = 12.25 in
 Stoplog section Moment of Inertia = I = 98.54 in⁴ Log type 510+, 12" Deep
 Stoplog – furthest fiber distance = y = 3.550 in
 Assumed Stoplog section is a simply supported beam under uniform load (Roark's p.104 – 2.e)

$$W_a = \text{Load per unit Length} = \left(H - \frac{d}{2} \right) \cdot \rho \cdot d = 103.43 \text{ lb/in}$$

$$\text{Deflection} = \delta = \frac{5 \cdot W_a \cdot l^4}{384 \cdot E \cdot I} = 0.013 \text{ in} \quad \text{Acceptable, Less than 0.16 in}$$

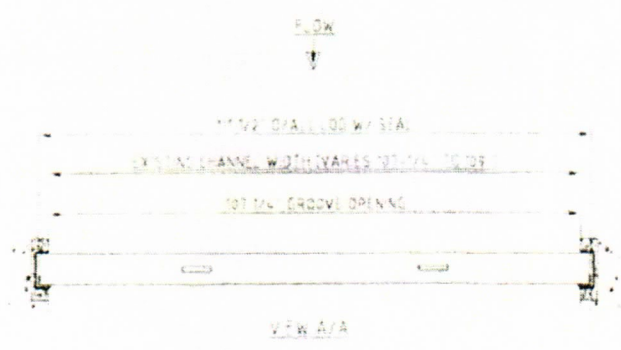
$$\text{Deflection Ratio} = 1/\delta = 1: 4208$$

$$\text{Stress} = \sigma = \frac{W_a \cdot l^2 \cdot y}{8 \cdot I} = 1,461 \text{ psi} \quad \text{Acceptable}$$

Less than 7600 psi
 R.F of 26.0 On Ultimate Stress

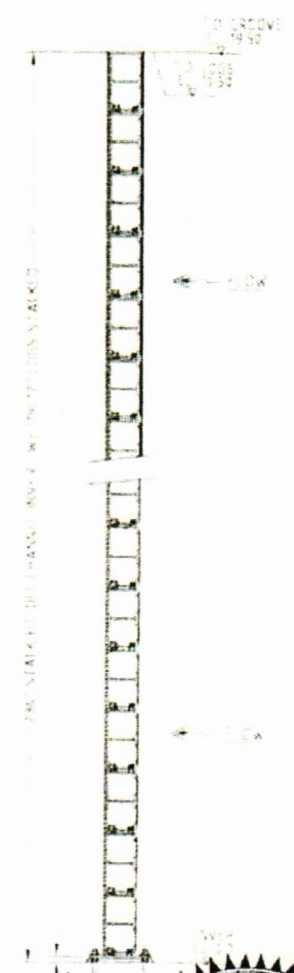
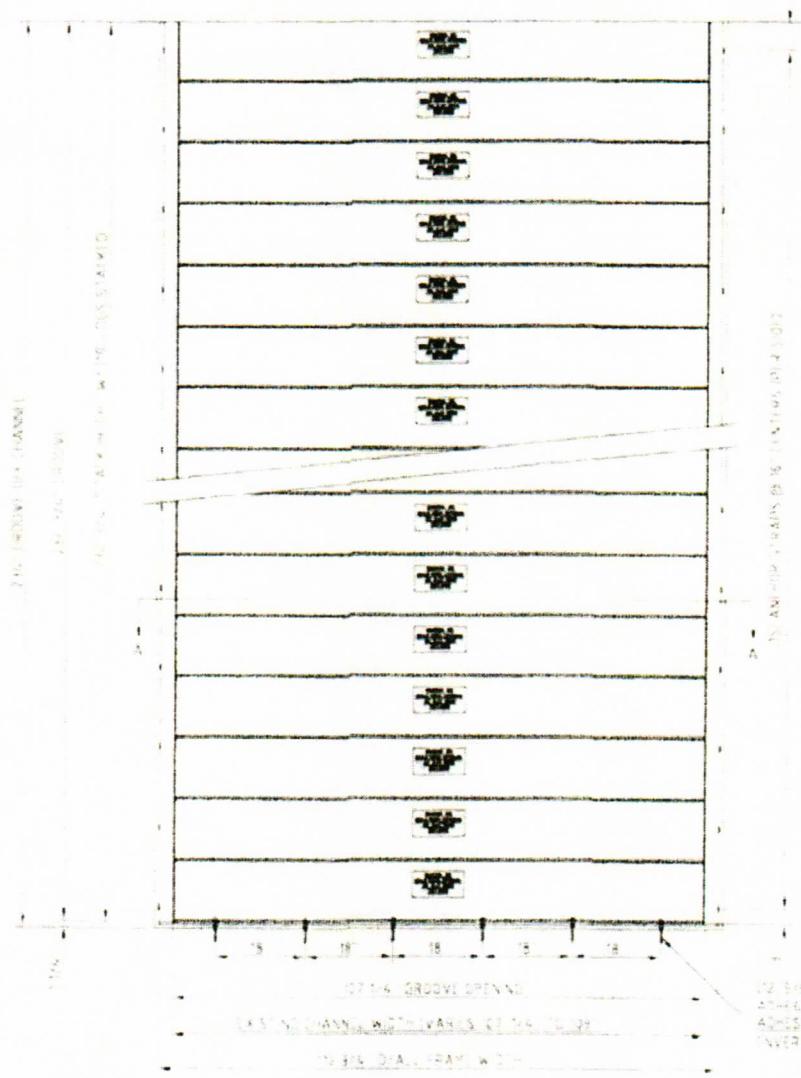


Ref Plan Sheet SPEC PLANS



BC 510 2125-52 GROOVE SECTION DETAILS
 BC 510 2125-54 GROOVE INSTALLATION DETAILS
 BC 510 2125-54 12 STOP LODS
 ST 200 008 LATER DETAILS

QUANTITIES
 41 GROOVE FRAME
 200 12 STOP LODS
 19 LOG RIFER



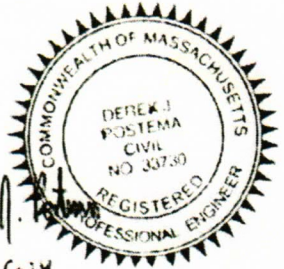
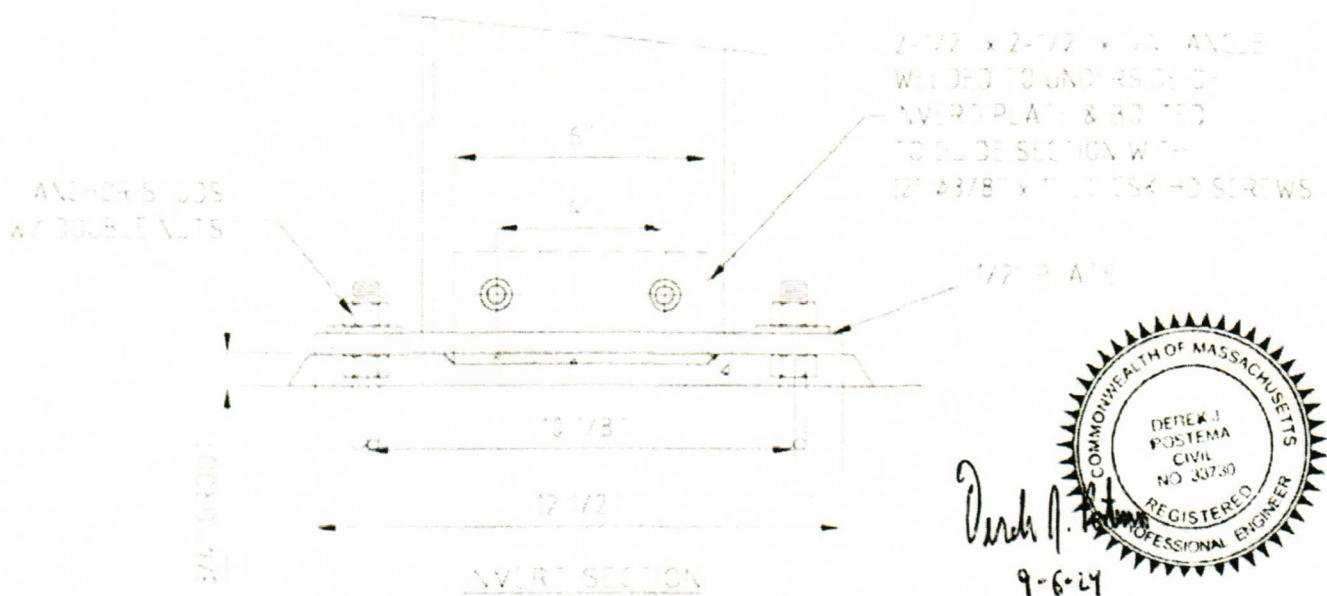
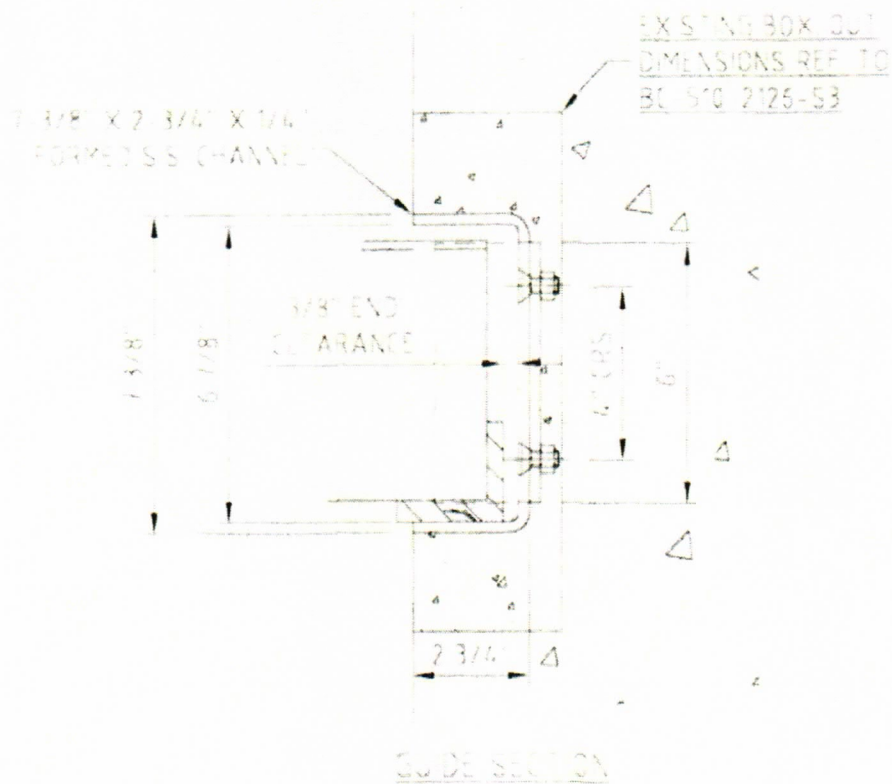
SCREEN CHANNEL #1 #2 & #3
 ST. JOSEPH DAM
 FORT WAYNE INDIANA
 BC 510 2125-54 12 STOP LODS

| | |
|--------------|---------------------|
| Scale | FD |
| Tag Nos. | N/A |
| Seating | unseating |
| Design head | 20.0' N/A |
| Leakage Rate | 0.05 GPM/ft of seal |

DO NOT SCALE THIS DRAWING
 WORK TO DIMENSIONS
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF MASSACHUSETTS
 No. 34730

WWD&ES, INC.

370 BOLT HEAD RD
 ATHOL, MA 01531



Derek J. Postema
9-6-14

SERIES 510 S.S. STOP LOG GROOVE DETAILS

DO NOT SCALE THIS DRAWING
Work to Dimensions
Linear Dimensions are inches

Scale: FD

| | | | |
|-----|----------------|---------|-----------|
| Rev | Original Issue | 7/12/14 | KS |
| Rev | Record | Date | Eng. Chk. |

TYPE 304 STAINLESS STEEL "A5"

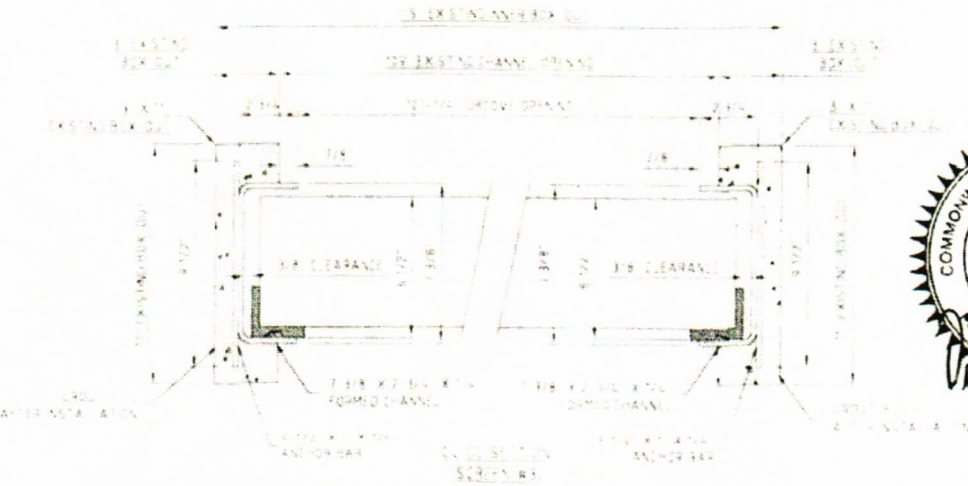
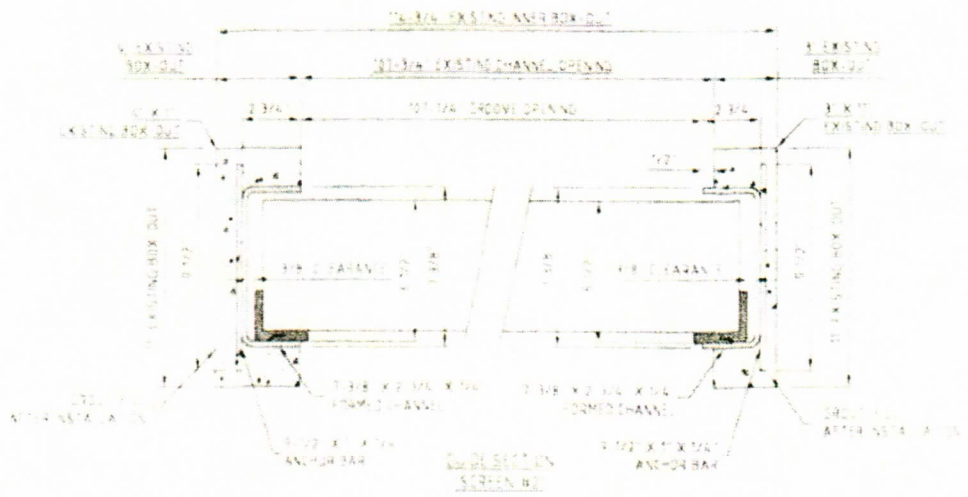
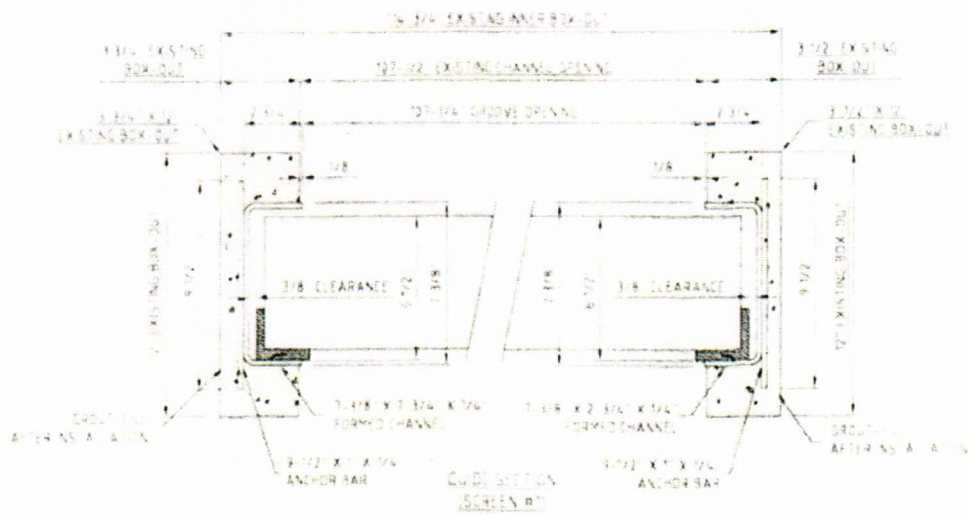
B.C. 510-2125-S2 & 34-18

THIRD ANGLE PROJECTION



WIPPS, Inc.

370 SOUTH ATHOL RD
ATHOL, MA 01331



9-6-24

GROOVE INSTALLATION
DETAILS

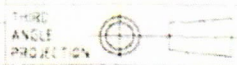
DO NOT SCALE
THIS DRAWING
WORK TO DIMENSIONS
UNLESS DIMENSIONS ARE IN INCHES

Scale FD

A Original Issue
Rev Rev Record

11/2/24 KS
Date Eng Chk

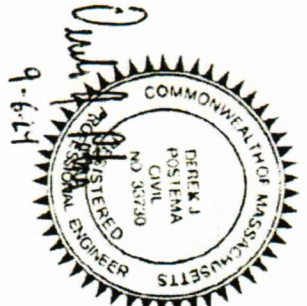
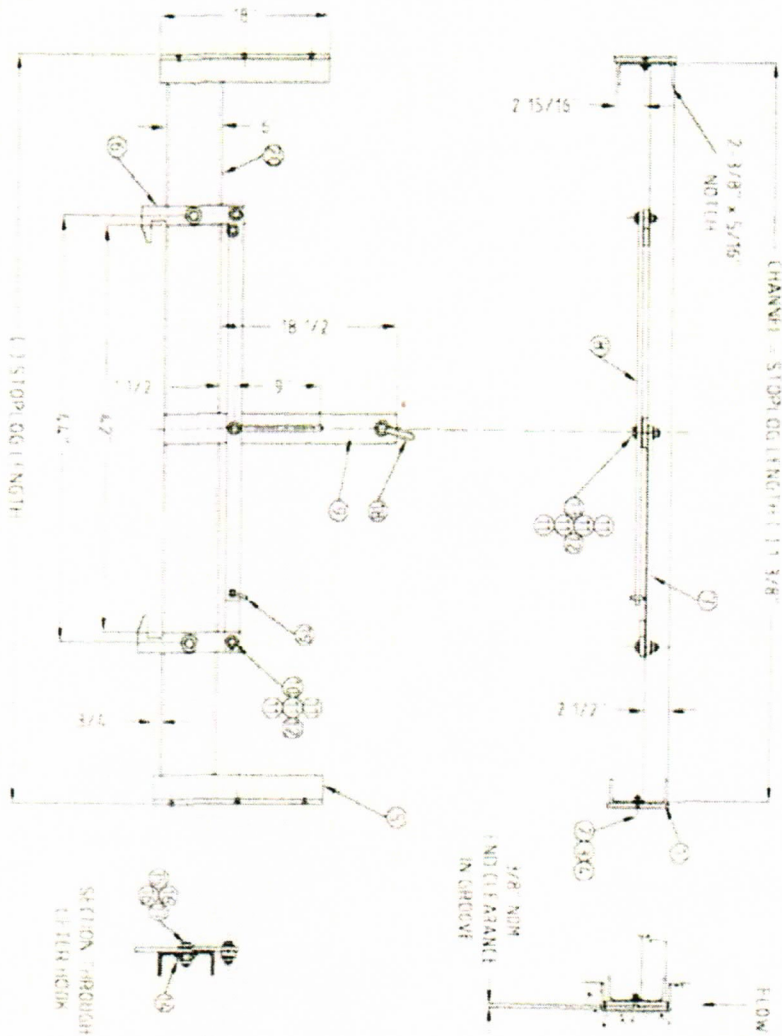
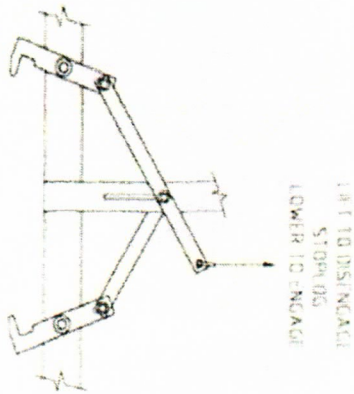
BC-510-275-S3 34118



Whipps, Inc.

370 SOUTH ATHOL RD
ATHOL, MA 01331

| ITEM | QTY | DESCRIPTION | MATERIAL |
|------|-----|--|----------|
| 1 | 2 | 1/2" x 6-1/2" x 18 | ALUMINUM |
| 2 | 6 | 3/8" 16 x 1-1/4" LONG F.H.M.S. | SS 316 |
| 3 | 6 | 3/8" WASHER | SS 316 |
| 4 | 6 | 3/8" 16 HEX NUT LOCK | SS 316 |
| 5 | 2 | 6" x 2 B3# CHANNEL 18" LONG | ALUM |
| 6 | 2 | 1/2" LONG HOOK S1 200 002 | SS 316 |
| 7 | 1 | 1-1/2" x 1/2" x 23 1/2" BAR | SS 316 |
| 8 | 1 | 1-1/2" x 1/2" x 40-1/2" BAR | SS 316 |
| 9 | 1 | 3" x 1/2" x 24-1/2" BAR | ALUM |
| 10 | 2 | 1/2" 13 x 7" LONG H.H.S. | SS 316 |
| 11 | 10 | 1/2" WASHER | SS 316 |
| 12 | 3 | 1/2" 13 LOCKING H.H. NUT | SS 316 |
| 13 | 1 | 1/2" 13 x 2 1/2" LONG H.H.S. | SS 316 |
| 14 | 2 | 7" x 2" x 1/2" BAR | ALUM |
| 15 | 2 | 5/8" 11 x 2 1/4" LONG H.H.S. | SS 316 |
| 16 | 4 | 5/8" WASHER | SS 316 |
| 17 | 2 | 5/8" 11 HEX NUT LOCK | SS 316 |
| 18 | 1 | 5/8" SHACKLE | ALUM |
| 19 | 1 | 5/16" SHACKLE | ALUM |
| 20 | 1 | 6" x 2 B3# CHANNEL - CHECK FRAME APERTURE FOR LENGTH | ALUM |
| 21 | 1 | 1/4" DIA. S.S. WIRE ROPE x 20' LG | SS 316 |



TYPE 510 STOPLOG FILTER Quantity 1 State FD
 ALUMINUM OVER 59" LONG Tag No's
 SEE INSTALL DWG Seating Unseating
 SEE INSTALL DWG Design Head
 ST 200 008 Leakage Rate
 of see

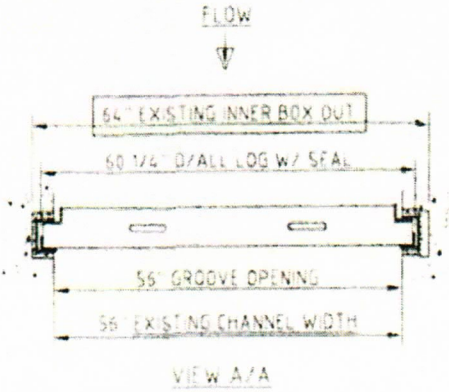
| | | |
|------------------------------|----------------------------|------------|
| DO NOT SCALE THIS DRAWING | C Revised Center Slot | 06/15/11 |
| Work to Dimensions | B Corrected Channel Length | 09/05/06 |
| Revised Dimensions are noted | A Original Issue | 06/22/06 |
| Revised Dimensions are noted | Rev | Rev Record |
| Revised Dimensions are noted | Date | 06/22/06 |
| Revised Dimensions are noted | By | DJP |

7480
 485
 PRODUCTION

WVAPDES, INC.

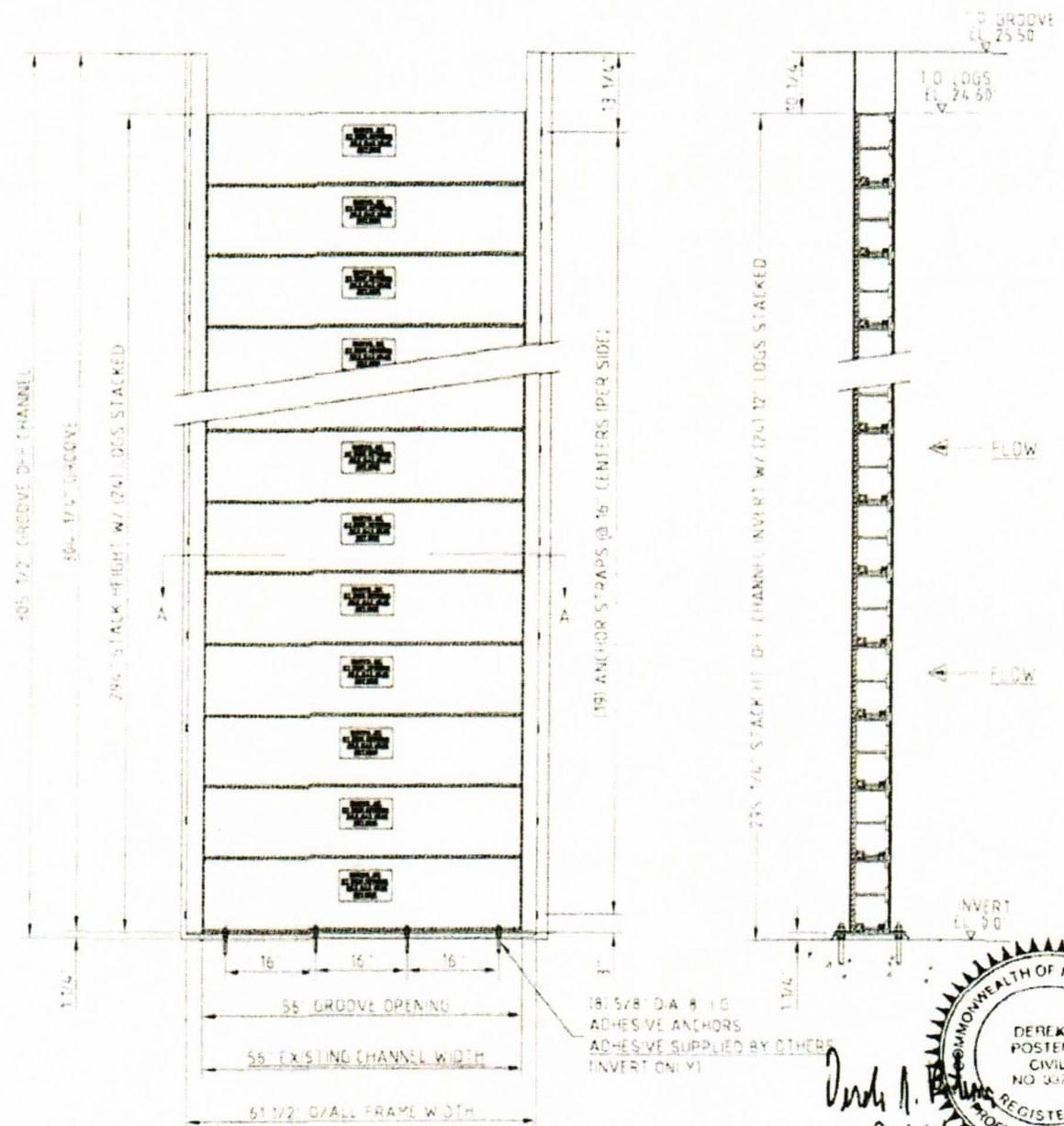
870 SOUTH ATHOL RD
 ATHOL, MA 01833

Ref Plan Sheet SPEC PLANS



BC-510-2126-S2 GROOVE SECTION DETAILS
BC-510-2126-S3 GROOVE INSTALLATION DETAILS
BC-510-2126-S4 LIFTER DETAILS

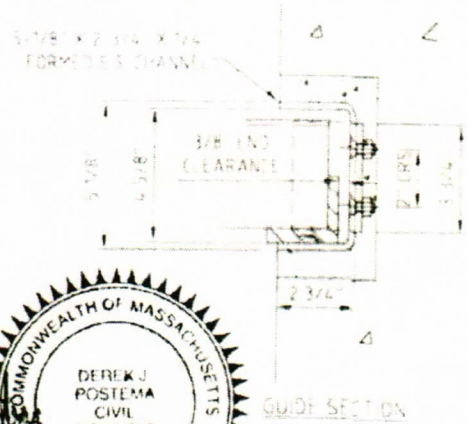
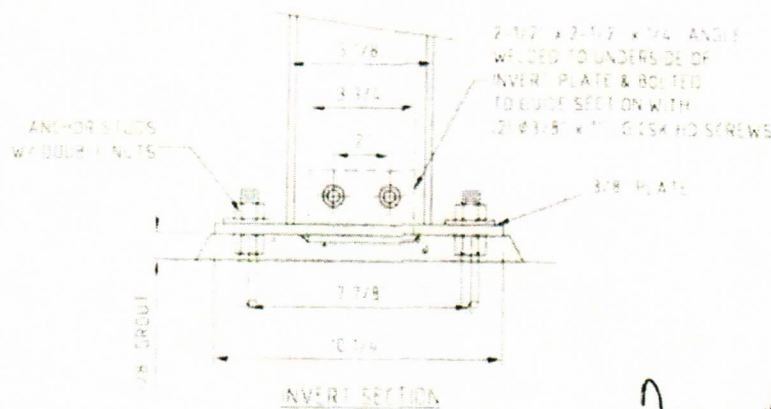
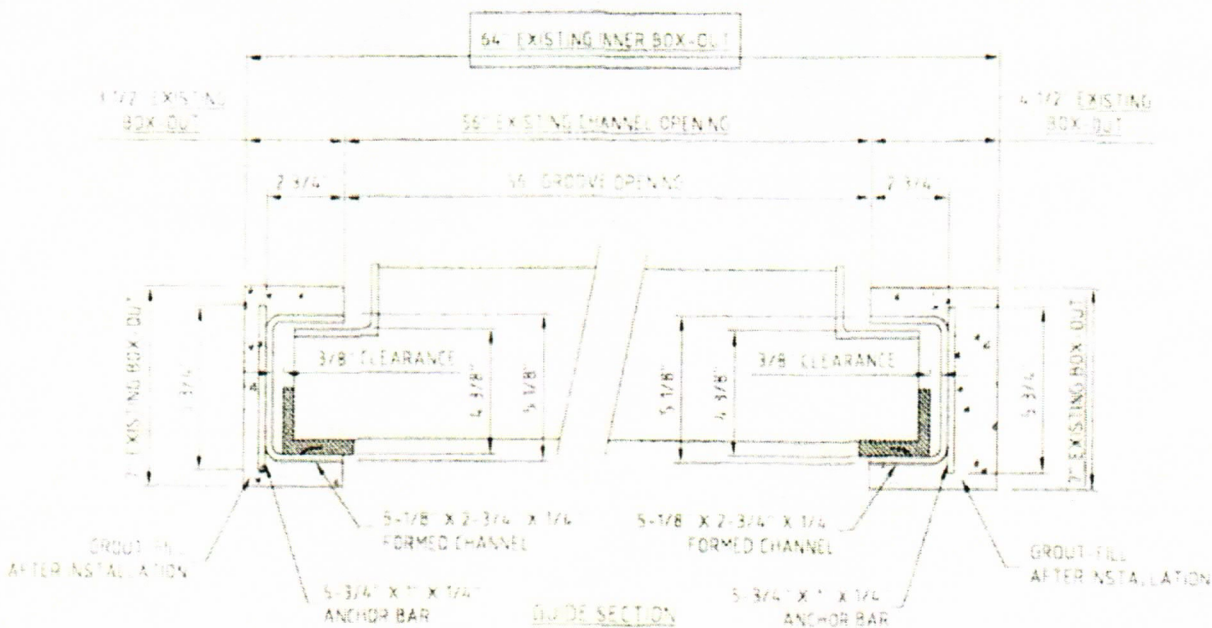
QUANTITIES
(1) GROOVE FRAME
(27) 12" STOP LOGS
(1) LOG LIFTER



| | | | | | | | |
|---|--|-------------------|--|---|--|----------------------------------|--|
| SERIES 510 STOP LOG INSTALL 56" X 295-1/4" | | Scale FD | | DO NOT SCALE THIS DRAWING Use to Dimensions | | | |
| 57 JOE'S DAM FORT WAYNE, INDIANA | | Tag No.s N/A | | Linear Dimensions are Inches Repetited Concrete Opening Tolerances Height & Width ±1/8" Squareness ±1/8" Diagonal | | B Rev. Opening Was 57 8/21/24 KS | |
| INTERIOR CHANNEL | | Seating Unseating | | | | A Original Issue 7/15/24 KS | |
| BC-510-2126 34.11B | | Leakage Rate | | | | Rev. Rev. Record Date Eng. Chk. | |
| | | GPM/ft. of seal | | 0.05 N/A | | THRO ANGLE PROJECTION | |

Whippes, Inc.

370 SOUTH ATHOL RD
ATHOL, MA 01331



Derek J. Postema
 9-6-21

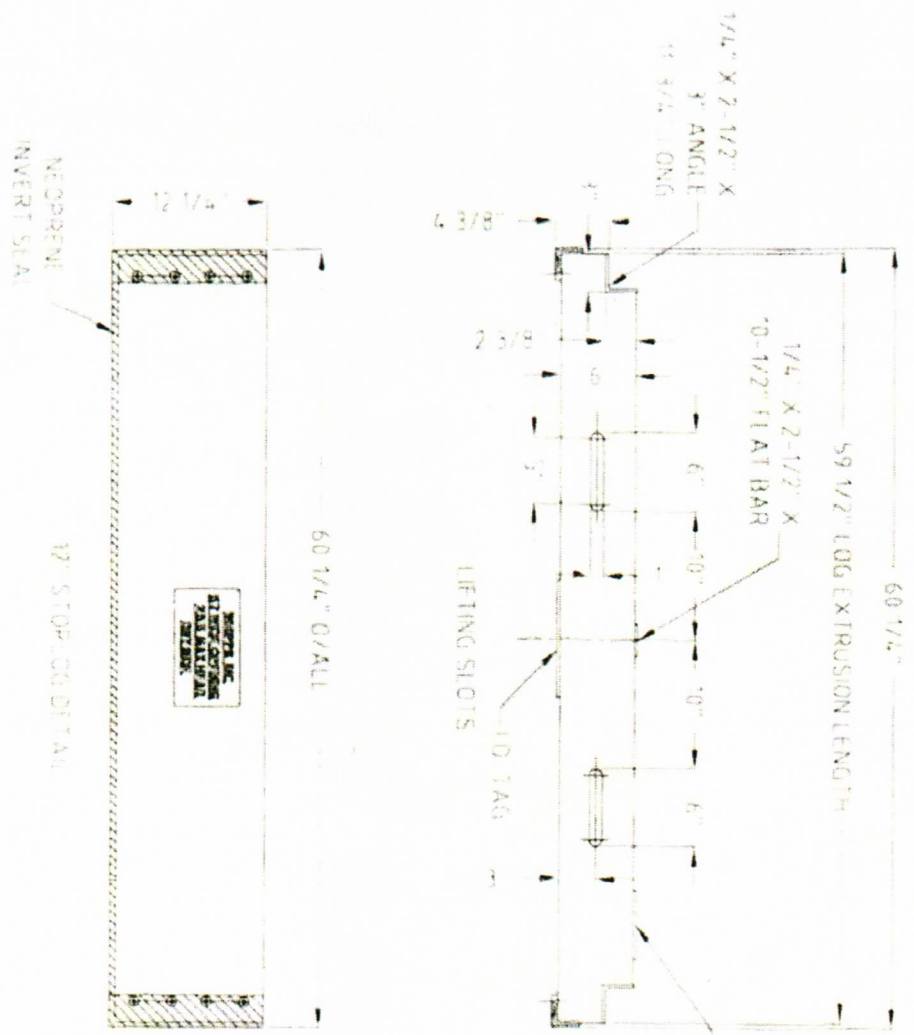
COMMONWEALTH OF MASSACHUSETTS
 DEREK J. POSTEMA
 CIVIL
 NO. 21730
 REGISTERED
 PROFESSIONAL ENGINEER

| | | | | |
|---|--|---|----------------------------|---------------------|
| SERIES 510 S.S. STOP LOG GROOVE DETAILS | DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are inches | | | |
| | Scale: FD | | | |
| TYPE 304L STAINLESS STEEL "B5" No. BC-510-2126-S2 S.D. No. 34118 | THIRD ANGLE PROJECTION | B Rev Box Out A Original Issue Rev Rev Record | 8/21/24 7/12/24 Date | KS KS Eng Chk |
| Whippys, Inc. | | 370 SOUTH ATHOL RD ATHOL, MA 01331 | | |



51-700-008 LIFTER DETAILS
 OR CORNER SEAL DETAIL AC-500-111

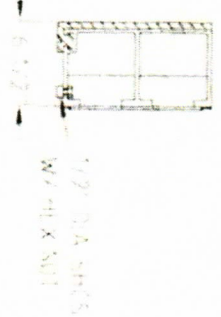
APPROXIMATE WEIGHT PER LOG 85 LB



WET SIDE TAG
 WELDED TO LOG



DRY SIDE TAG
 WELDED TO LOG



APPROXIMATE SIZE W/
 SEAL COMP: S110

SERIES 510 STOP LOG
 DETAILS

DO NOT SCALE
 THIS DRAWING
 Work to Dimensions
 Linear Dimensions are in inches

Scale FD

| Rev | Rev Record | Date | Eng | Chk |
|-----|----------------|---------|-----|-----|
| B | Rev Width | 7/15/74 | KS | |
| A | Original Issue | 7/15/74 | KS | |

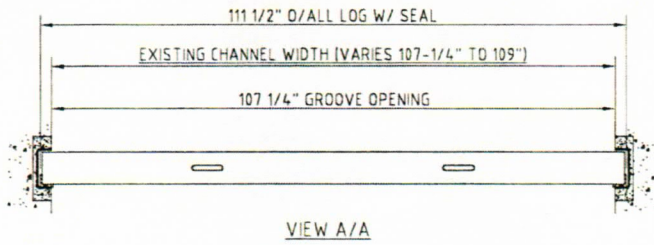
ALUM NUM 6061-T6 Item# C1
 BC-510-2-26-S3 No 34118



Whipps, Inc.

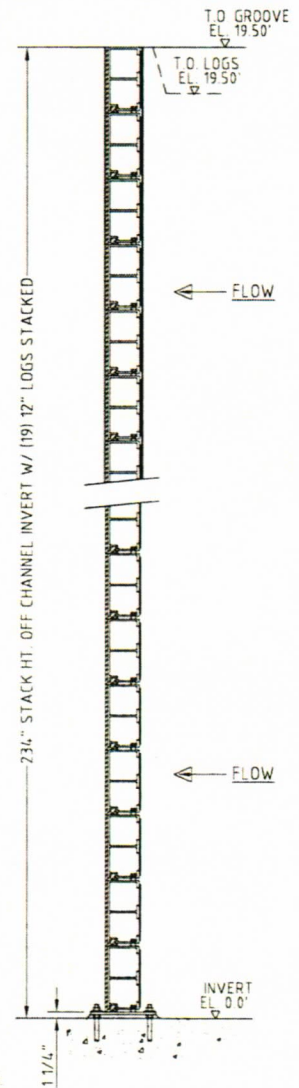
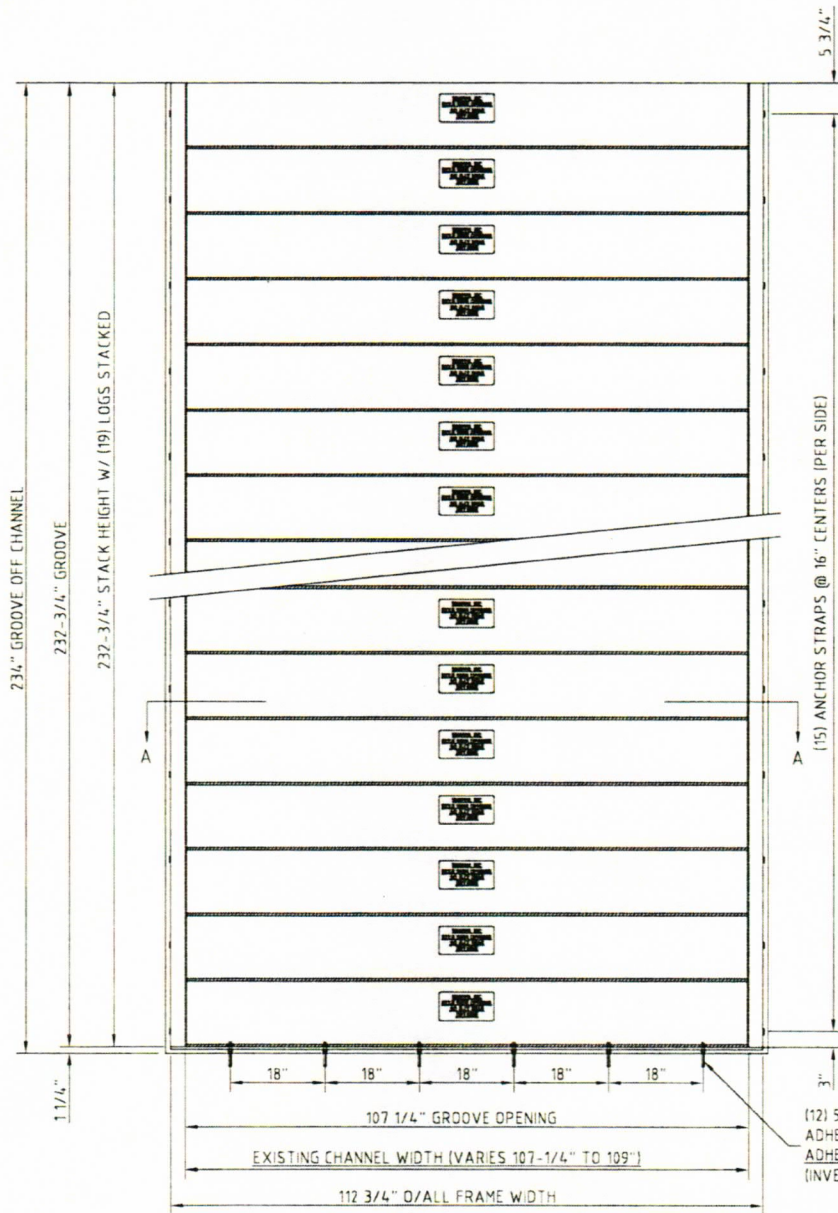
970 SOUTH ATHOL RD
 ATHOL, MA 01331

FLOW
↓



- BC-510-2125-S2: GROOVE SECTION DETAILS
- BC-510-2125-S3: GROOVE INSTALLATION DETAILS
- BC-510-2125-S4: 12" STOP LOG DETAIL
- ST-200-008: LIFTER DETAILS

QUANTITIES
 (3) GROOVE FRAME
 (20) 12" STOP LOGS
 (1) LOG LIFTER



(12) 5/8" DIA 8" LG ADHESIVE ANCHORS ADHESIVE SUPPLIED BY OTHERS (INVERT ONLY)

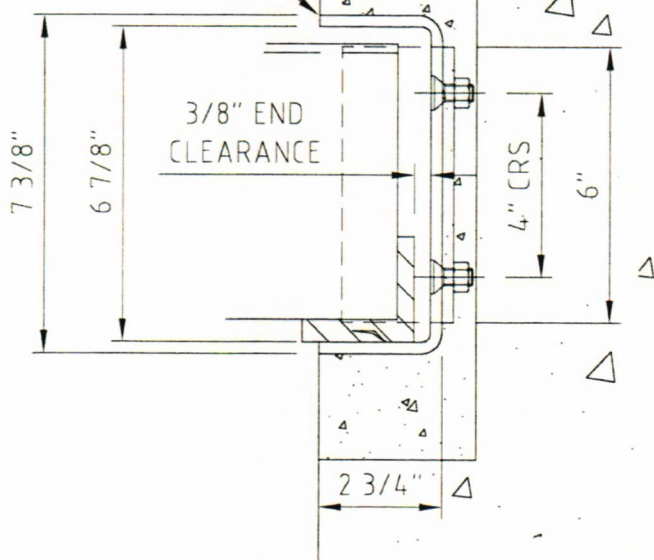
| | | | | | |
|--|--|----------------|-------|--|----------------|
| Title SERIES 510 STOP LOG INSTALL. 107-1/4" X 234" | | Scale: FD | | DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are Inches | |
| Project ST. JOE'S DAM FORT WAYNE, INDIANA | | Tag No's: N/A | | Requested Concrete Opening Tolerances Height & Width ±1/4" Squareness ±3/8 Diagonal | |
| Location SCREEN CHANNEL #1, #2 & #3 | | Design Head | 20.0' | Seating | N/A |
| Dwg No BC-510-2125 | | Leakage Rate | 0.05 | Unseating | N/A |
| S.O. No 34118 | | GPM/ft of seal | | THIRD ANGLE PROJECTION | |
| | | | | Rev. | Original Issue |
| | | | | Rev. | Record |
| | | | | Date | 7/15/24 |
| | | | | Eng. | KS |
| | | | | Chk. | |

Whipps, Inc.

370 SOUTH ATHOL RD.
ATHOL, MA 01331

7-3/8" X 2-3/4" X 1/4"
FORMED S.S. CHANNEL

EXISTING BOX-OUT
DIMENSIONS REF. TO
BC-510-2126-S3

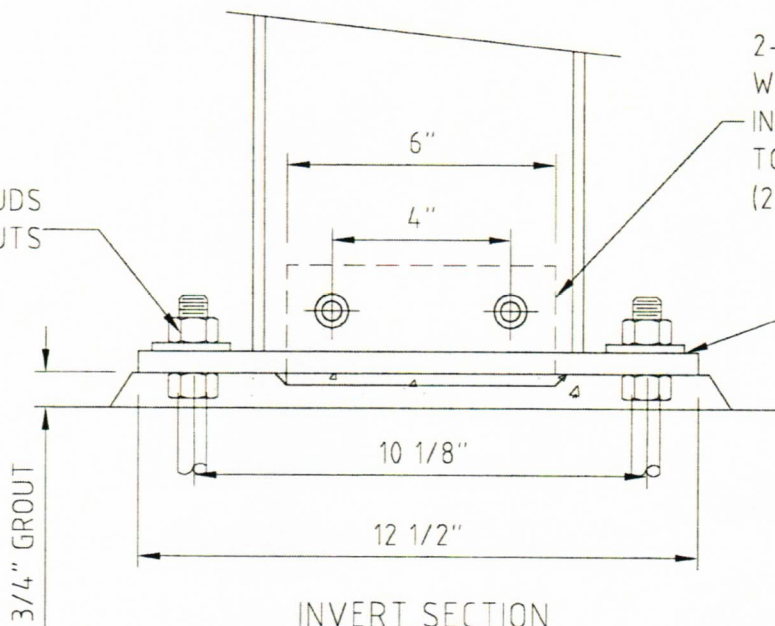


GUIDE SECTION

ANCHOR STUDS
W/ DOUBLE NUTS

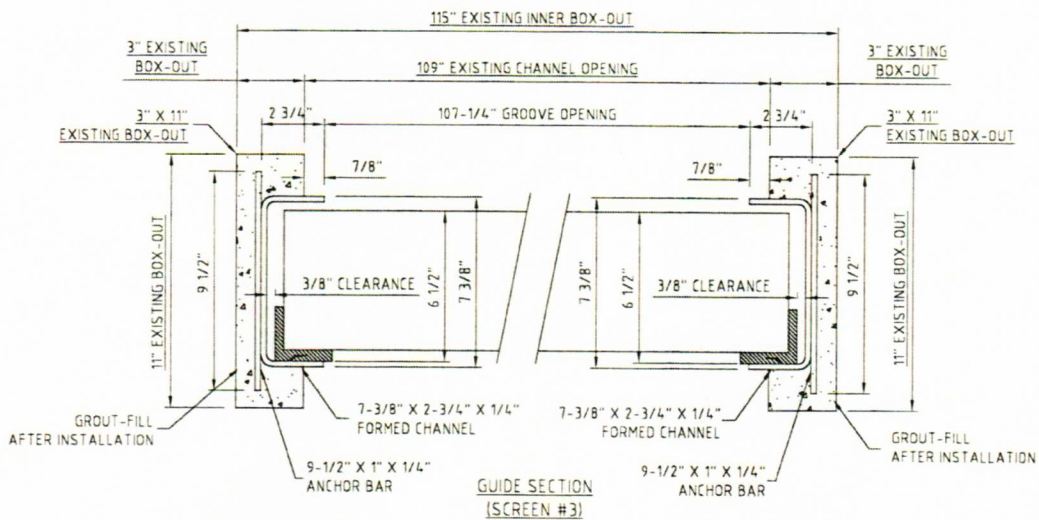
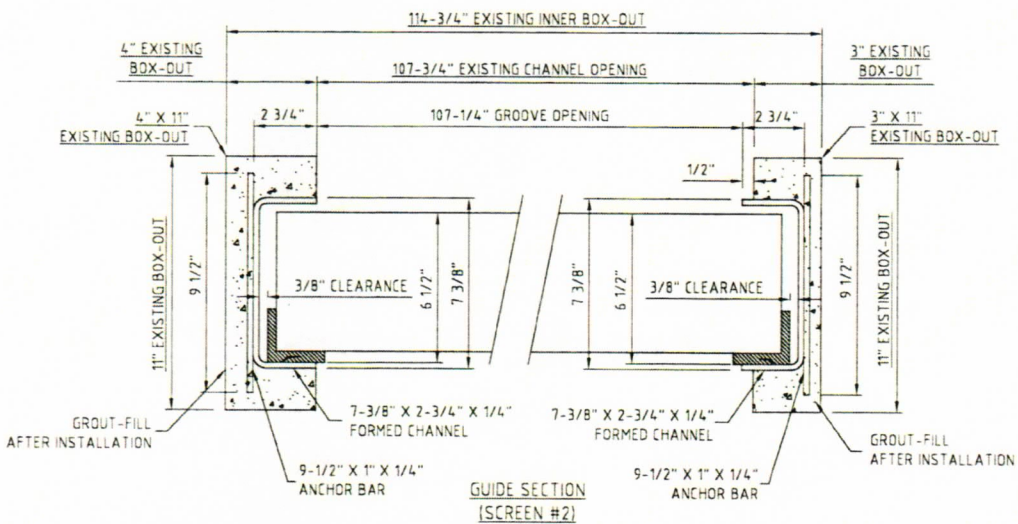
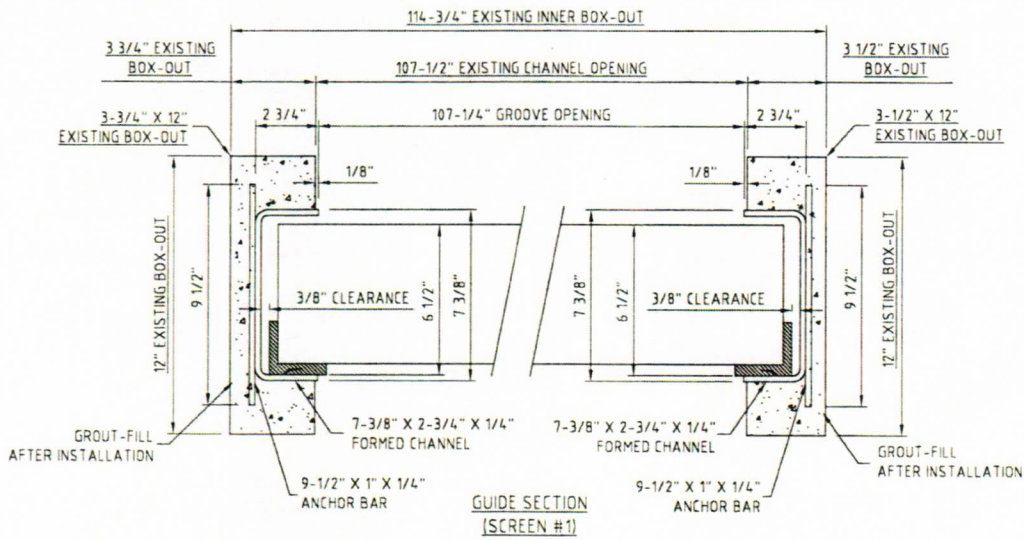
2-1/2" x 2-1/2" x 1/4" ANGLE
WELDED TO UNDERSIDE OF
INVERT PLATE & BOLTED
TO GUIDE SECTION WITH
(2) ϕ 3/8" x 1" LG CSK HD SCREWS

1/2" PLATE



INVERT SECTION

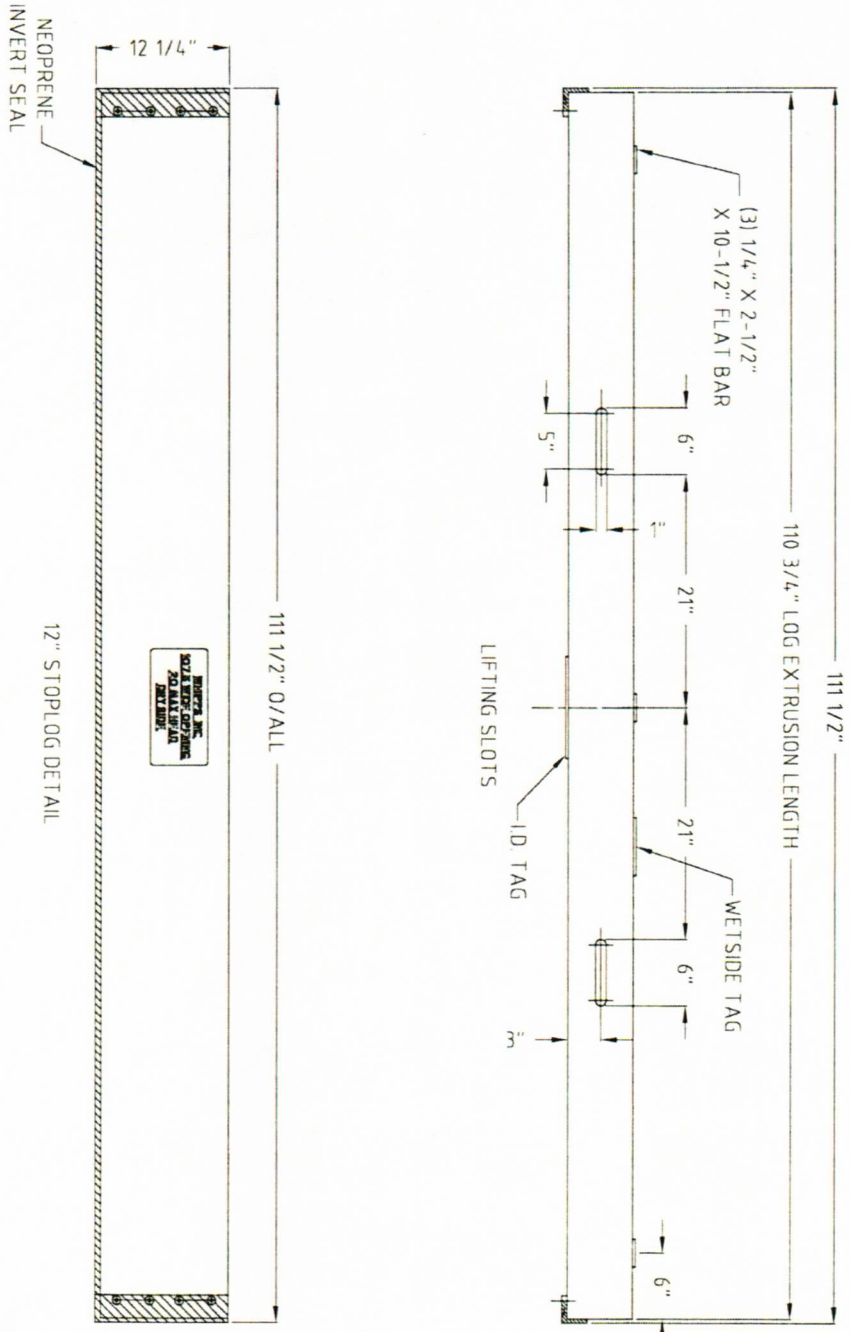
| | | | | | | | |
|--|----------------|--|-------|------------------------|----------------|--|-----------|
| Title | | DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are Inches | | | | | |
| SERIES 510 S.S. STOP LOG GROOVE DETAILS | | Scale: FD | | A | Original Issue | 7/12/24 | KS |
| TYPE 304L STAINLESS STEEL | | Item# | A5 | Rev. | Rev. Record | Date | Eng. Chk. |
| Dwg No | BC-510-2125-S2 | SO No | 34118 | THIRD ANGLE PROJECTION | | Whipps, inc. 370 SOUTH ATHOL RD. ATHOL, MA 01331 | |



| | | | | | | | | |
|--------|-----------------------------|--------|---|------------------------|--------------|------|--|--|
| Title | GROOVE INSTALLATION DETAILS | | DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are Inches | | | | | |
| | Scale: FD | | A | Original Issue | 7/12/24 | KS | | |
| | | | Rev. | Rev. Record | Date | Eng. | Chk. | |
| Dwg No | BC-510-2125-S3 | S.O No | 34118 | THIRD ANGLE PROJECTION | Whipps, inc. | | 370 SOUTH ATHOL RD. ATHOL, MA 01331 | |

ST-200-008: LIFTER DETAILS
 FOR CORNER SEAL DETAIL: AC-500-111

APPROXIMATE WEIGHT PER LOG: 150LB.



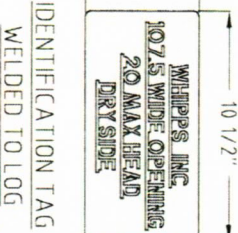
WHIPPS, INC.
 107'S WIDE OPENING
 20 MAX HEAD
 DRY SIDE

LIFTING SLOTS

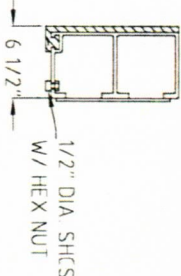
ID TAG

WET SIDE TAG

WET SIDE TAG
 WELDED TO LOG



IDENTIFICATION TAG
 WELDED TO LOG



APPROXIMATE SIZE W/
 SEAL COMPRESSED

12" STOPLOG DETAIL

111 1/2" O/ALL

110 3/4" LOG EXTRUSION LENGTH

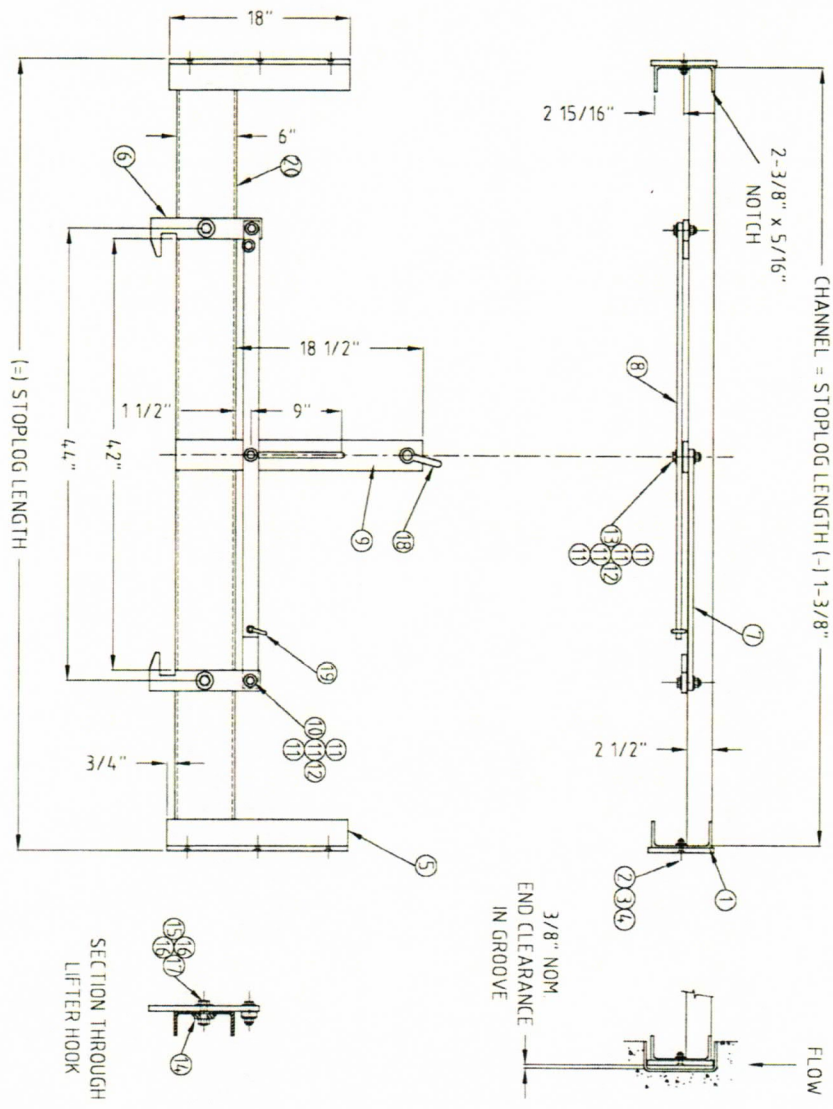
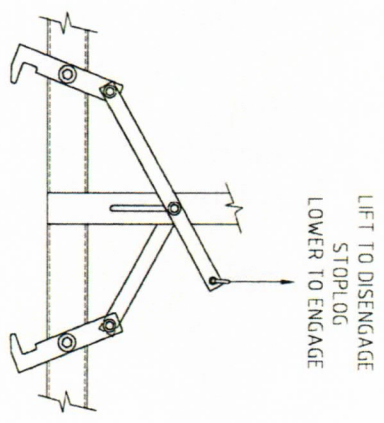
111 1/2"

(3) 1/4" X 2-1/2"
 X 10-1/2" FLAT BAR

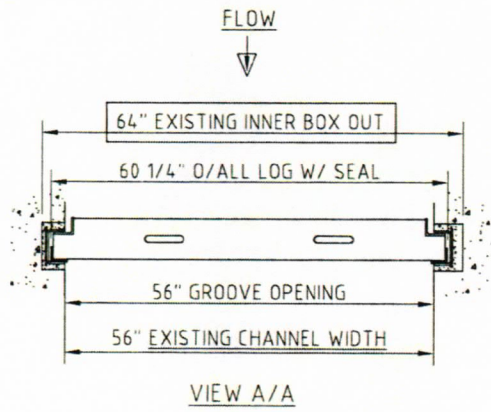
NEOPRENE
 INVERT SEAL

| | | | | | | | |
|--------------------------------|------------------|--|-------|------------------------|----------------|--|-----------|
| Title | | DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are Inches | | | | | |
| SERIES 510 STOP LOG DETAILS | | Scale: FD | | A | Original Issue | 7/15/24 | KS |
| Material | ALUMINUM 6061-T6 | Item#: | A1 | Rev. | Rev. Record | Date | Eng. Chk. |
| Dwg No | BC-510-2125-S4 | SO No | 34118 | THIRD ANGLE PROJECTION | | Whipps, inc. 370 SOUTH ATHOL RD. ATHOL, MA 01331 | |

| ITEM | QTY | DESCRIPTION | MATERIAL |
|------|-----|--|----------|
| 1 | 2 | 1/2" x 6-1/2" x 18" | UHMWPE |
| 2 | 6 | 3/8" - 16 x 1-1/4" LONG F.H.M.S | SS 316 |
| 3 | 6 | 3/8" WASHER | SS 316 |
| 4 | 6 | 3/8" - 16 HEX NUT LOCK | SS 316 |
| 5 | 2 | 6" x 2.83# CHANNEL, 18" LONG | ALUM |
| 6 | 2 | LIFTING HOOK - ST-200-002 | SS 316 |
| 7 | 1 | 1-1/2" x 1/2" x 23-1/2" BAR | SS 316 |
| 8 | 1 | 1-1/2" x 1/2" x 40-1/2" BAR | SS 316 |
| 9 | 1 | 3" x 1/2" x 24-1/2" BAR | ALUM |
| 10 | 2 | 1/2" -13 x 2" LONG HHCS | SS 316 |
| 11 | 10 | 1/2" WASHER | SS 316 |
| 12 | 3 | 1/2" -13 LOCKING HEX NUT | SS 316 |
| 13 | 1 | 1/2" - 13 x 2-1/2" LONG HHCS | SS 316 |
| 14 | 2 | 2" x 2" x 1/2" BAR | ALUM |
| 15 | 2 | 5/8" - 11 x 2-1/4" LONG HHCS | SS 316 |
| 16 | 4 | 5/8 WASHER | SS 316 |
| 17 | 2 | 5/8" -11 HEX NUT LOCK | SS 316 |
| 18 | 1 | 5/8" SHACKLE | GALV. |
| 19 | 1 | 5/16" SHACKLE | GALV. |
| 20 | 1 | 6" x 2.83# CHANNEL - CHECK FRAME APERTURE FOR LENGTH | ALUM |
| 21 | 1 | 1/4" DIA. S.S. WIRE ROPE x 20' LG | SS 316 |

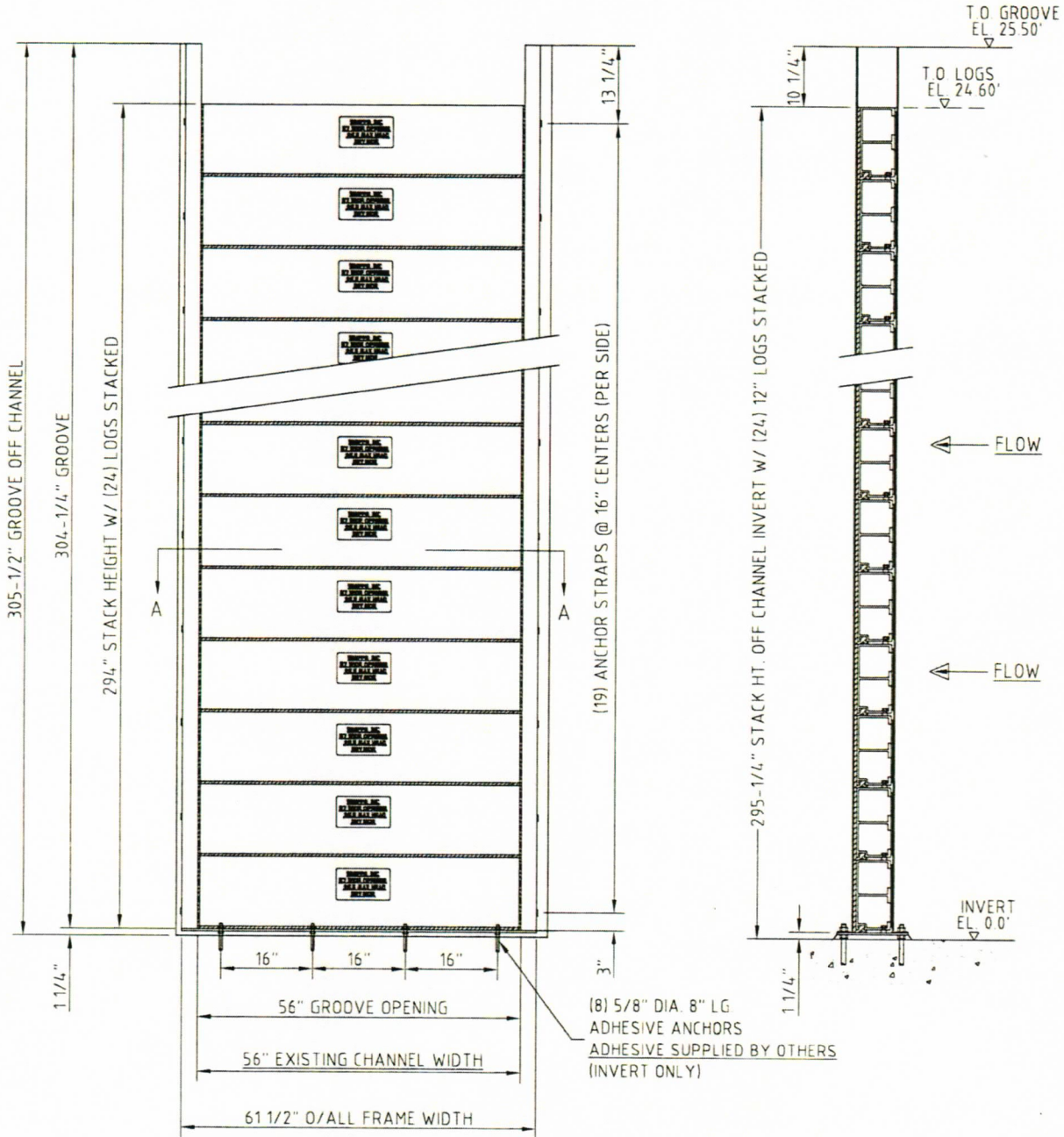


| | | | | | | | | | |
|---|--|----------------|-----------|---|--|----------------------------|--|-------------------------------------|---------|
| Title: TYPE 510 STOPLOG LIFTER ALUMINUM, OVER 59" LOG | | Quantity: 1 | Scale: FD | DO NOT SCALE THIS DRAWING | | C Revised Center Slot | | 04/13/17 | MJ |
| Project: SEE INSTALL DWG. | | Tag No's: | | Mark to Dimensions | | B Corrected Channel Length | | 09/6/06 | MJ |
| Location: SEE INSTALL DWG. | | Design Head | | Linear Dimensions are Inches | | A Original Issue | | 06/22/06 | CG |
| Dwg No: ST-200-008 | | Leakage Rate | | Requested Concrete Opening Tolerances | | Rev. Rev. Record | | Date | Eng Chk |
| Item No: B1 | | GPM/ft of seal | | Height & Width ±1/4" Squareness ±3/8 Diagonal | | Rev. Rev. Record | | Date | Eng Chk |
| | | | | THRD ANGLE PROJECTION | | Whipps, Inc. | | 370 SOUTH ATHOL RD. ATHOL, MA 01331 | |



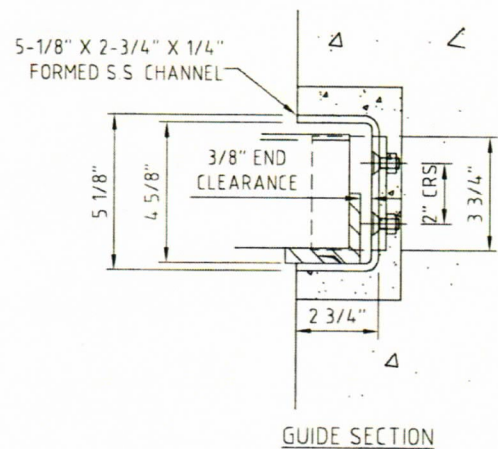
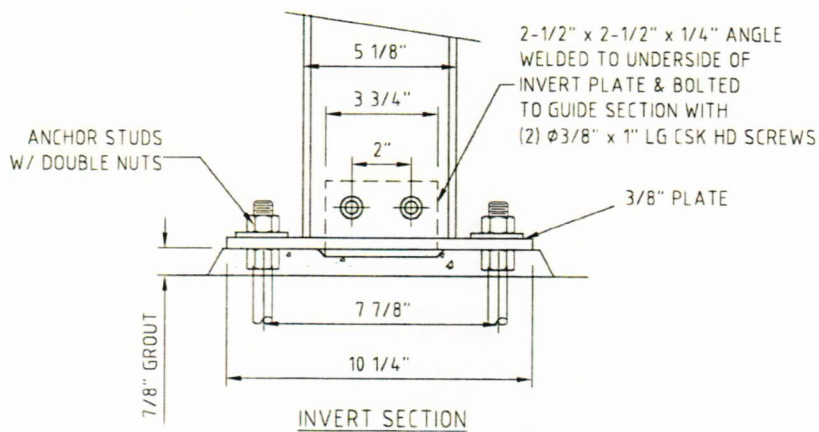
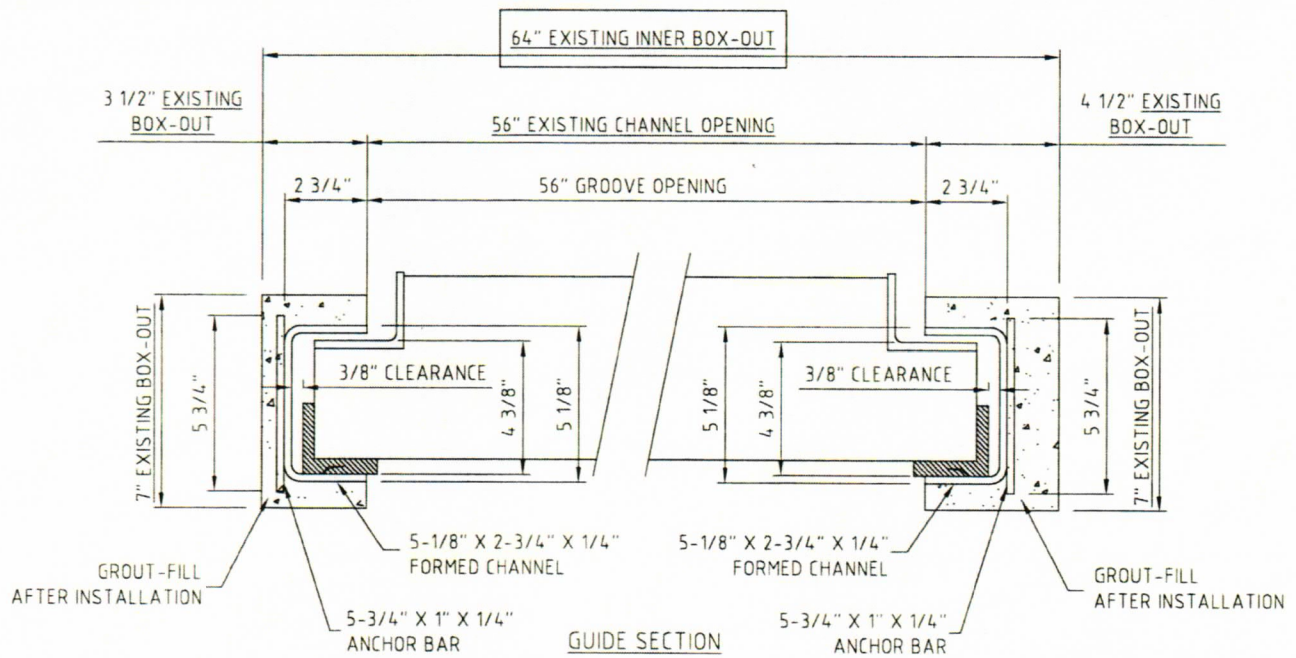
- BC-510-2126-S2 GROOVE SECTION DETAILS
- BC-510-2126-S3 GROOVE INSTALLATION DETAILS
- BC-510-2126-S4 LIFTER DETAILS

QUANTITIES:
 (1) GROOVE FRAME
 (27) 12" STOP LOGS
 (1) LOG LIFTER



(8) 5/8" DIA. 8" LG ADHESIVE ANCHORS
 ADHESIVE SUPPLIED BY OTHERS
 (INVERT ONLY)

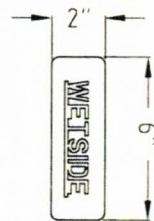
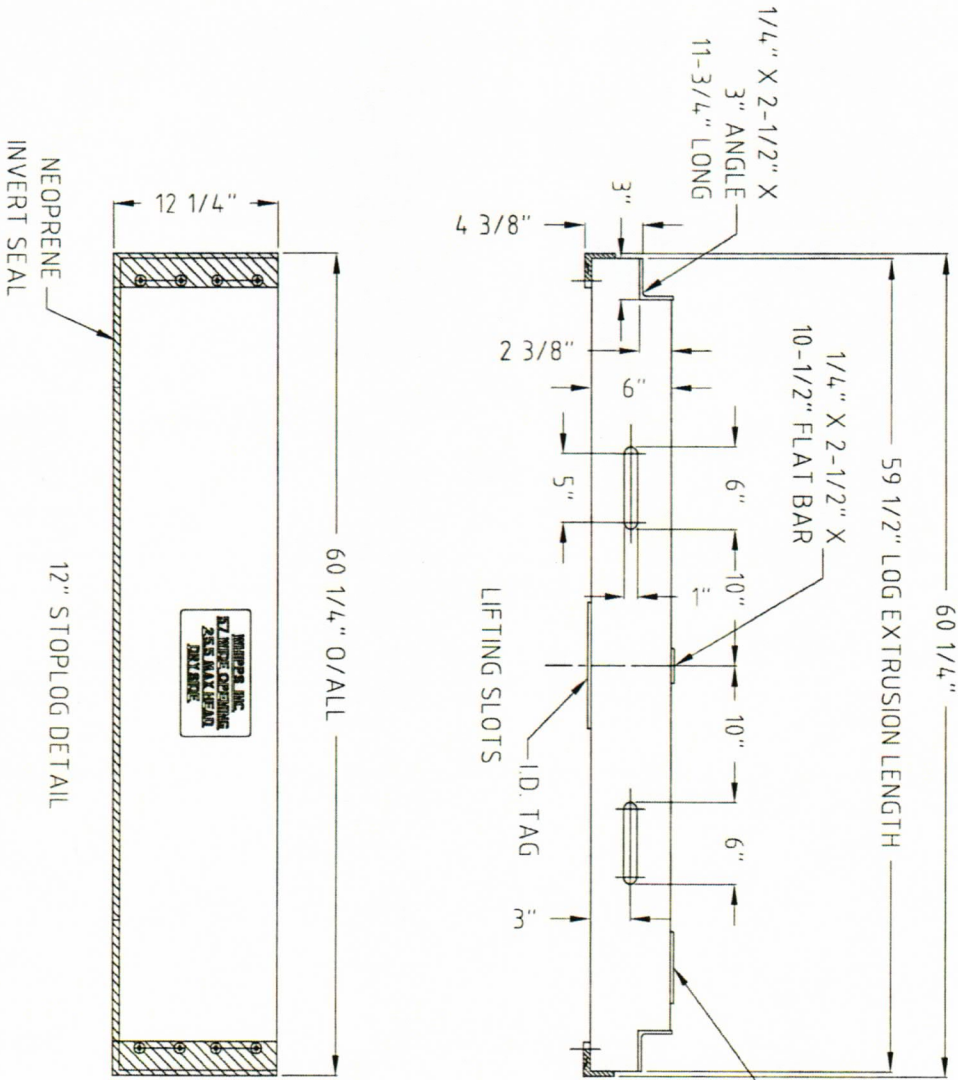
| | | | | | | | | |
|--|--|-----------------------------------|--|---|--|------|---------------------|----------------|
| Title: SERIES 510 STOP LOG INSTALL. 56" X 295-1/4" | | Scale: FD | | DO NOT SCALE THIS DRAWING Work to Dimensions | | | | |
| Project: ST. JOE'S DAM FORT WAYNE, INDIANA | | Tag No's: N/A | | Linear Dimensions are Inches | | B | Rev. Opening Was 57 | 8/21/24 KS |
| Location: INTERIOR CHANNEL | | Design Head: 25.5' | | Requested Concrete Opening Tolerances Height & Width ±1/4" Squareness ±3/8 Diagonal | | A | Original Issue | 7/15/24 KS |
| Dwg No: BC-510-2126 | | S.D No: 34.118 | | THIRD ANGLE PROJECTION | | Rev. | Rev. Record | Date Eng. Chk. |
| | | Leakage Rate: 0.05 GPM/ft of seal | | N/A | | | | |



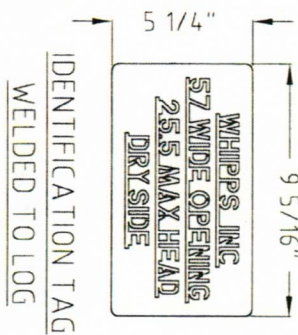
| | | | | | | | |
|---|----------------|------------------------------|-------|------------------------|----------------|-------------------------------------|-----------|
| Title | | DO NOT SCALE THIS DRAWING | | | | | |
| SERIES 510 S.S. STOP LOG GROOVE DETAILS | | Work to Dimensions | | | | | |
| | | Linear Dimensions are Inches | | | | | |
| Material | | Scale: FD | | B | Rev. Box Out | 8/21/24 | KS |
| TYPE 304L STAINLESS STEEL | | | | A | Original Issue | 7/12/24 | KS |
| Item# B5 | | | | Rev. | Rev. Record | Date | Eng. Chk. |
| Org No | BC-510-2126-S2 | SO No | 34118 | THIRD ANGLE PROJECTION | | Whipps, inc. | |
| | | | | | | 370 SOUTH ATHOL RD. ATHOL, MA 01331 | |

ST-200-008: LIFTER DETAILS
 FOR CORNER SEAL DETAIL: AC-500-111

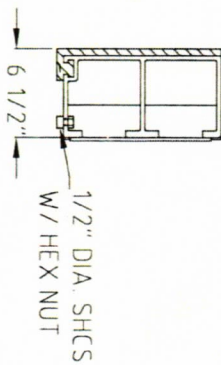
APPROXIMATE WEIGHT PER LOG: 85LB



WETSIDE TAG
 WELDED TO LOG



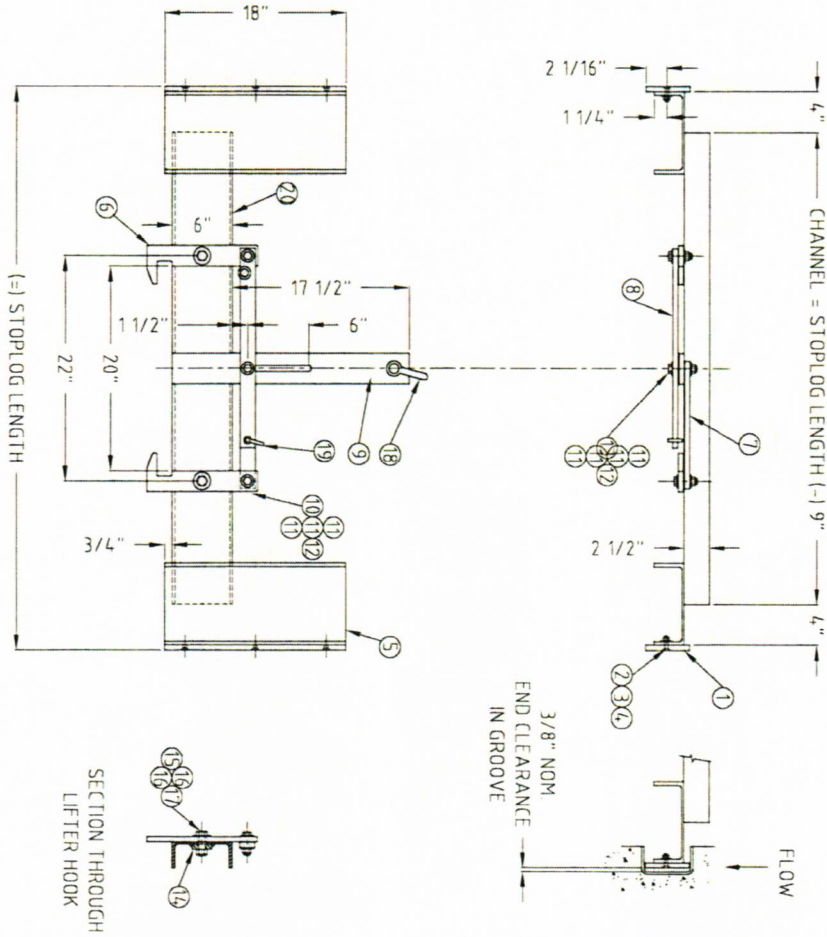
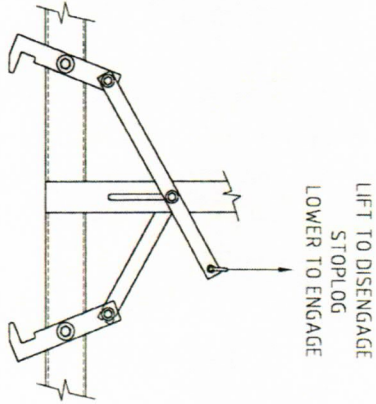
IDENTIFICATION TAG
 WELDED TO LOG



APPROXIMATE SIZE W/
 SEAL COMPRESSED

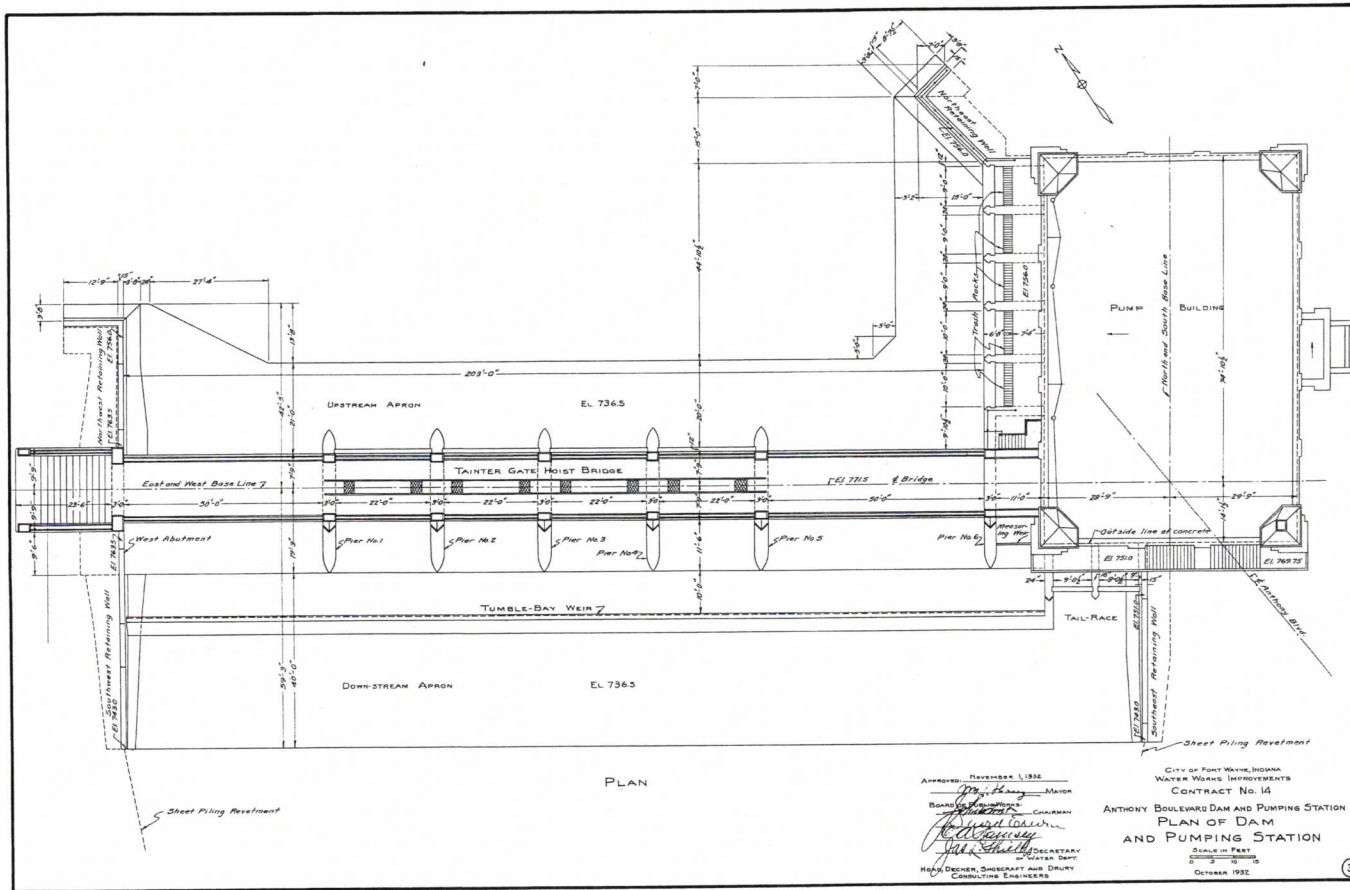
| | | | | | | |
|--|-------------|--|--|--|---------|------|
| Title SERIES 510 STOP LOG DETAILS | | DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are inches | | | | |
| | | Scale: FD | | | | |
| Material ALUMINUM 6061-T6 | Item#: C1 | THIRD ANGLE PROJECTION | | B Rev. Width | 7/15/24 | KS |
| Drg No BC-510-2126-S3 | SO No 34118 | | | A Original Issue | 7/15/24 | KS |
| | | | | Rev. Rev. Record | Date | Eng. |
| | | | | 370 SOUTH ATHOL RD. ATHOL, MA 01331 | | |

| ITEM | Q.T.Y | DESCRIPTION | MATERIAL |
|------|-------|--|----------|
| 1 | 2 | 1/2" x 4-3/8" x 18" | UHMWPE |
| 2 | 6 | 3/8" - 16 x 1-1/4" LONG F.H.M.S | SS 316 |
| 3 | 6 | 3/8" WASHER | SS 316 |
| 4 | 6 | 3/8" - 16 HEX NUT LOCK | SS 316 |
| 5 | 2 | 8" x 4, 18# CHANNEL, 18" LONG | ALUM |
| 6 | 2 | LIFTING HOOK - ST-200-002 | SS 316 |
| 7 | 1 | 1-1/2" x 1/2" x 12-1/2" BAR | SS 316 |
| 8 | 1 | 1-1/2" x 1/2" x 20-1/2" BAR | SS 316 |
| 9 | 1 | 3" x 1/2" x 23-1/2" BAR | ALUM |
| 10 | 2 | 1/2" - 13 x 2" LONG HHCS | SS 316 |
| 11 | 10 | 1/2" WASHER | SS 316 |
| 12 | 3 | 1/2" - 13 LOCKING HEX NUT | SS 316 |
| 13 | 1 | 1/2" - 13 x 2-1/2" LONG HHCS | SS 316 |
| 14 | 2 | 2" x 2" x 1/2" BAR | ALUM |
| 15 | 2 | 5/8" - 11 x 2-1/4" LONG HHCS | SS 316 |
| 16 | 4 | 5/8" WASHER | SS 316 |
| 17 | 2 | 5/8" - 11 HEX NUT | SS 316 |
| 18 | 1 | 5/8" SHACKLE | GALV |
| 19 | 1 | 5/16" SHACKLE | GALV |
| 20 | 1 | 6" x 2 83# CHANNEL - CHECK FRAME APERTURE FOR LENGTH | ALUM |
| 21 | 1 | 1/4" DIA. S.S. WIRE ROPE x 20' LG. | SS 316 |



| | | | | | | | | | |
|---|--|--------------|----------------|---|------------------------|--------------|----------------|-------------------------------------|-----------|
| Title: TYPE 510 STOPLOG LIFTER ALUMINUM | | Quantity: 1 | Scale: FD | DO NOT SCALE THIS DRAWING Work to Dimensions Linear Dimensions are Inches | | | | | |
| Project: SEE INSTALL DWG. | | Tag No's: | | Requested Concrete Opening Tolerances Height & Width ±1/4" Squareness ±3/8 Diagonal | | A | Original Issue | 7/15/24 | KS |
| Location: SEE INSTALL DWG. | | Design Head | Seating | Unseating | | Rev. | Rev. Record | Date | Eng. Chk. |
| Dwg No: BC-510-2126-S4 | | Leakage Rate | GPM/ft of seal | | THIRD ANGLE PROJECTION | Whipps, Inc. | | 370 SOUTH ATHOL RD. ATHOL, MA 01531 | |

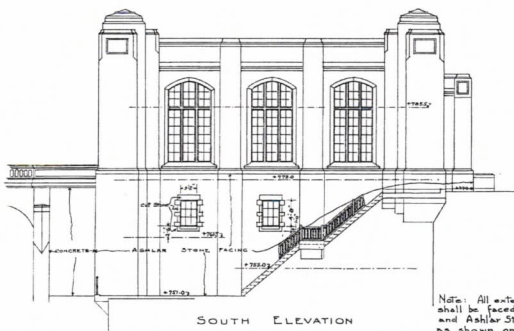
ATTACHMENT 4
ST JOE DAM DRAWINGS



PLAN

Approved November 1, 1936
 Mayor
 Board of Public Works
 Chairman
 Secretary
 Head Designer, Surveyor and Drafting
 Consulting Engineers

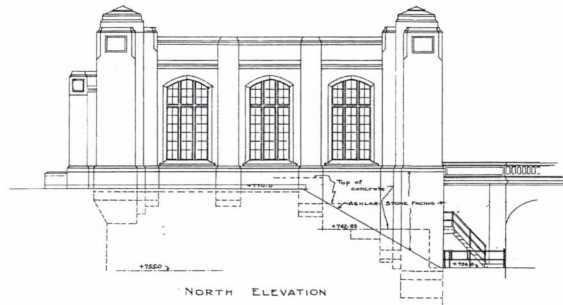
CITY OF FORT WAYNE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT No. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
 PLAN OF DAM
 AND PUMPING STATION
 SCALE IN FEET
 1" = 20'-0"
 OCTOBER 1932



SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



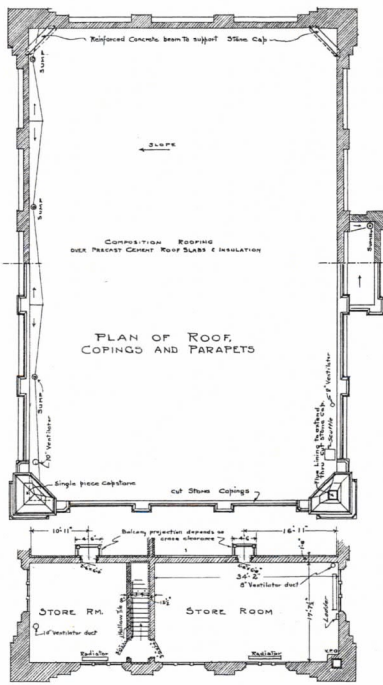
EAST ELEVATION

Note: All exterior walls of Bldg. shall be faced with Cut Stone and Ashlar Stone arranged as shown on Typical Detail.

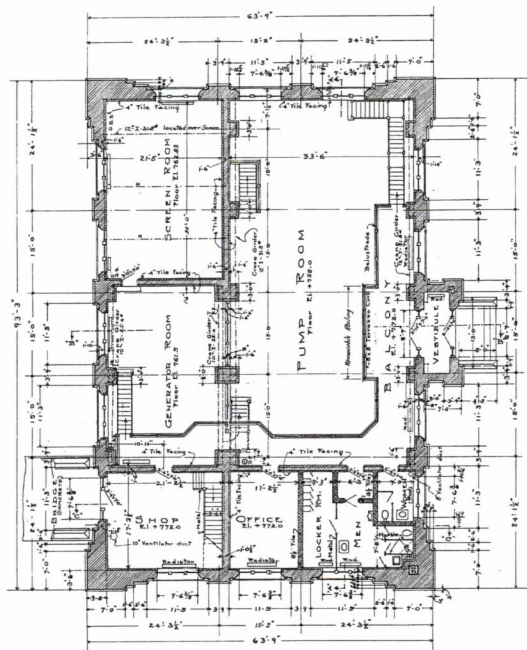
APPROVED: *Richard L. Linn*
 Mayor
John J. Kelly
 Board of Public Works
Walter D. ...
 Chairman
John J. ...
 Secretary
 High Designer, Subcontract and Draft
 Consulting Engineers
 Victor A. Matterson, Architect

CITY OF FORT WORTH, TEXAS
 WATER WORKS IMPROVEMENTS
 CONTRACT NO. 14
 ANTHONY BOULEVARD DAMANS PUMPING STATION
 BUILDING ELEVATIONS

SCALE: AS SHOWN
 OCTOBER 1932



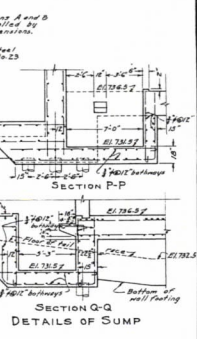
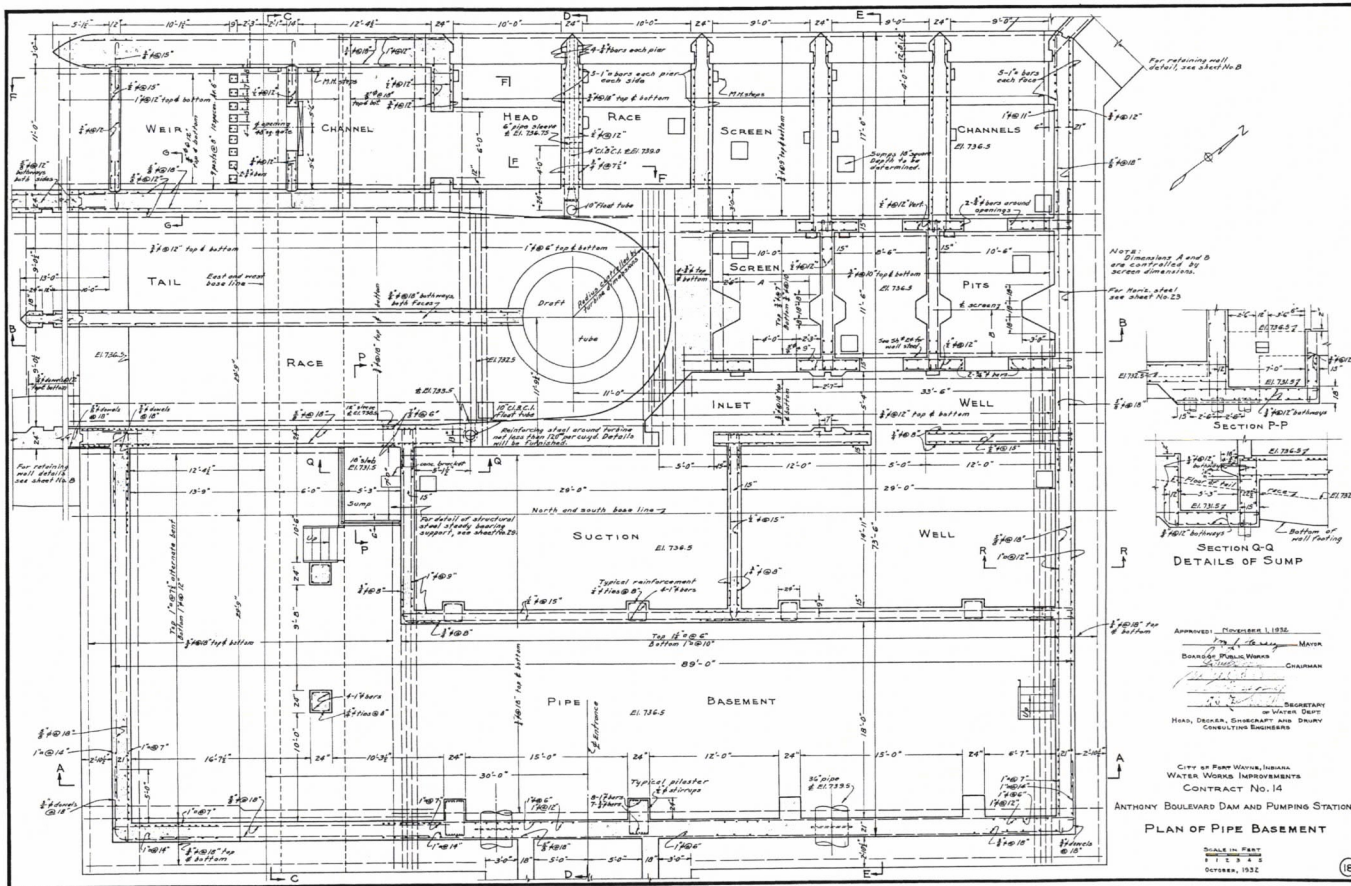
PLAN AT ELEV. + 785.5



PLAN AT ELEVATION + 772.0

Approved: November 1, 1932
[Signature] Mayor
 Board of Public Works
[Signature] Chairman
[Signature] Secretary
 1044 DECKER, SURGEON AND DRAUGHT
 CONSULTING ENGINEERS
 VICTOR A. MATTHEW ARCHITECT

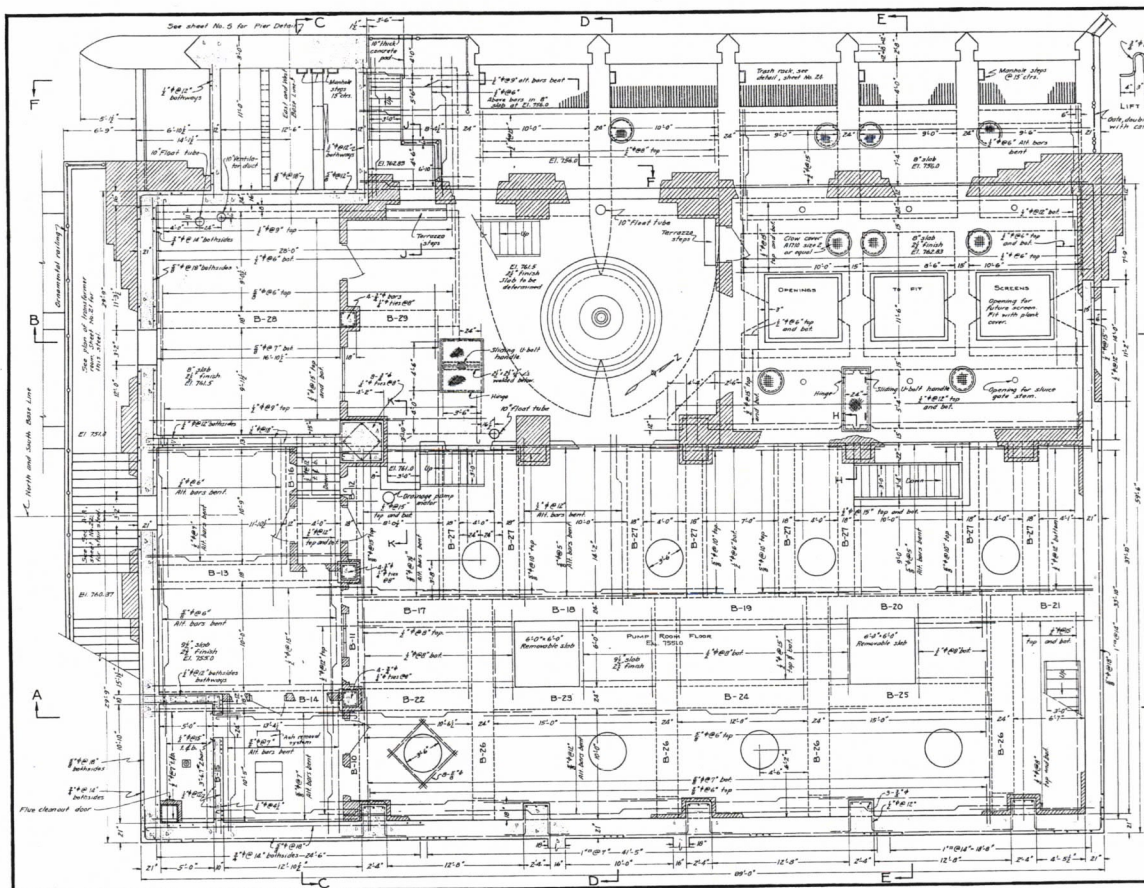
CITY OF FORT WORTH, TEXAS
 WATER WORKS IMPROVEMENTS
 CONTRACT NO. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
 SUPERSTRUCTURE PLANS
 2 3 4
 OCTOBER 1932



APPROVED: CHARLES L. LEE
 City Engineer
 BOARD OF PUBLIC WORKS
 CHAIRMAN
W. H. LEE
 SECRETARY
 HEAD, DESIGN, DRAFTING AND SURVEY
 CONSULTING ENGINEERS

CITY OF FORT WORTH, TEXAS
 WATER WORKS IMPROVEMENTS
 CONTRACT NO. 14
PLAN OF PIPE BASEMENT

MADE IN PART
 FEBRUARY 1932



See sheet No. 5 for Pier Details

PLAN SCALE IN FEET

SECTION SCALE IN FEET

REMOVABLE SLAB
2 REQUIRED

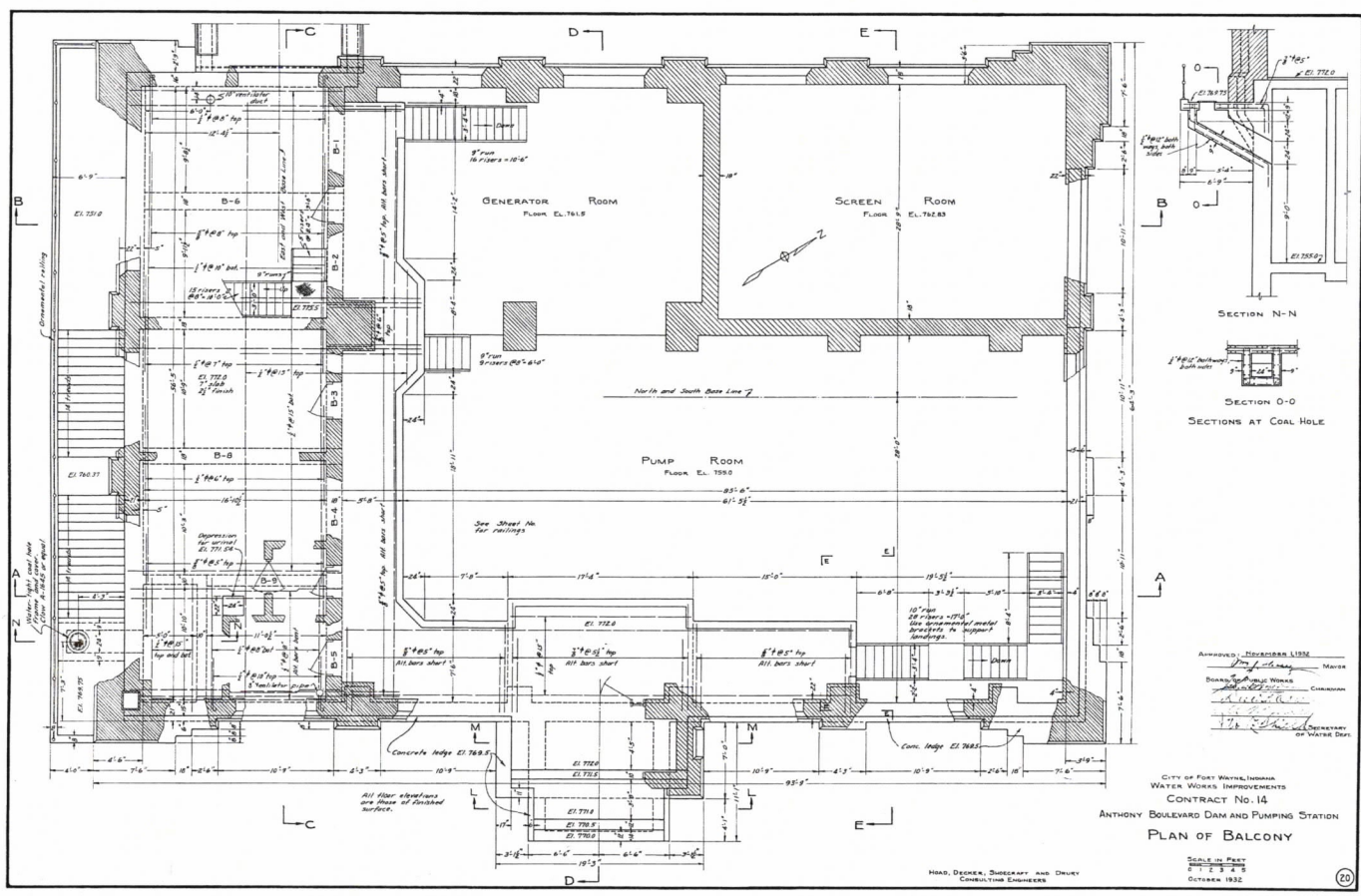
TYPICAL SECTION AT TRAP DOORS
NO SCALE

SECTION H-H
NO SCALE

APPROVED: *ROBERTA L. LEE*
ROBERTA L. LEE ENGINEER
 ROBERTA L. LEE ENGINEERING
 1000 N. W. 10th St., Miami, Fla.
 ROBERTA L. LEE, ENGINEER
 HON. CHIEF, SURVEY AND DRAWING
 CONSULTING ENGINEERS

CITY OF FORT WORTH, TEXAS
 WATER WORKS IMPROVEMENTS
 CONTRACT NO. 14
 ANTHONY BOULEVARD DAM
 AND PUMPING STATION
 PLAN OF PUMP ROOM
 SCALE IN FEET
 1" = 12'-0"

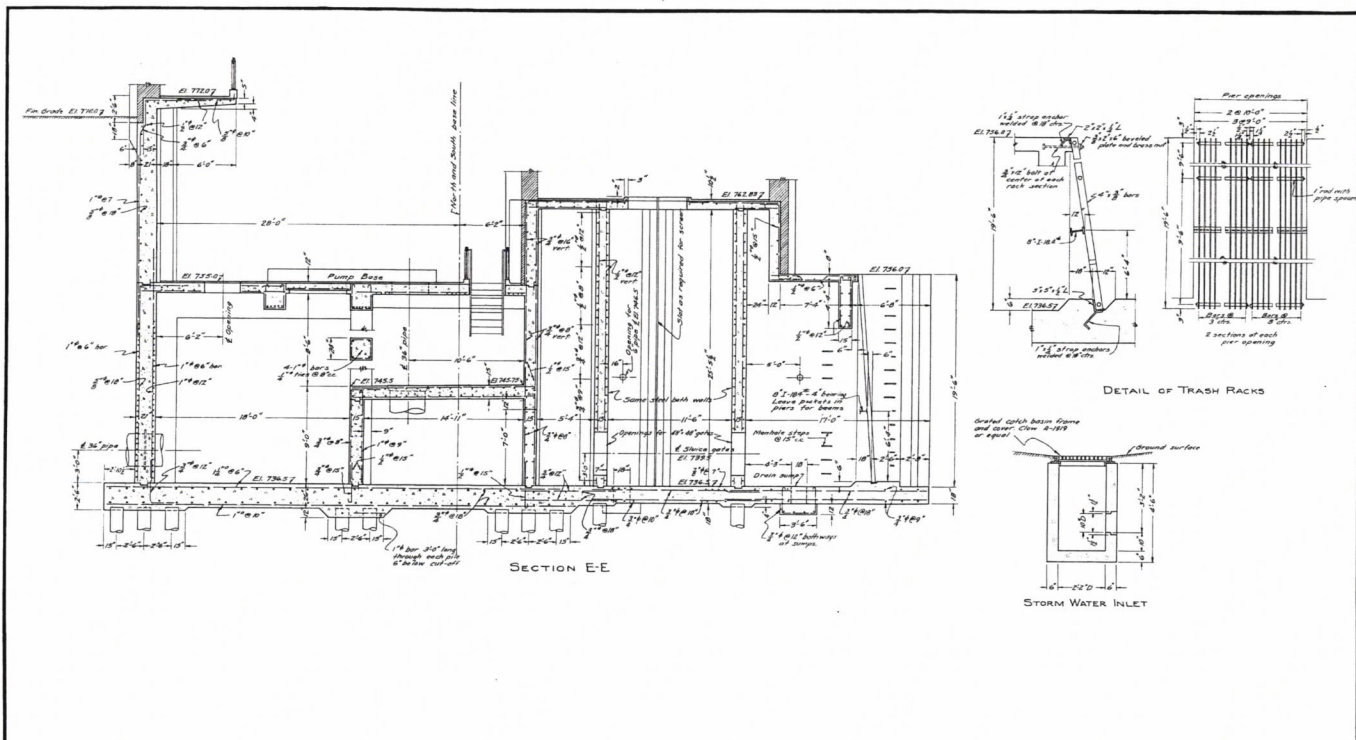
11-11-32
 11-11-32
 11-11-32
 11-11-32



APPROVED: ROBERT L. BISH
 Mayor
 BOARD OF PUBLIC WORKS
 Commissioner
 J. B. ...
 City Engineer

CITY OF FORT WAIN, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT NO. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
 PLAN OF BALCONY

HEAD, DESIGN, SUPERVISOR AND DRAFTER
 CONTRACTING ENGINEER
 SCALE IN FEET
 1" = 10'-0"
 OCTOBER 1932



SECTION E-E

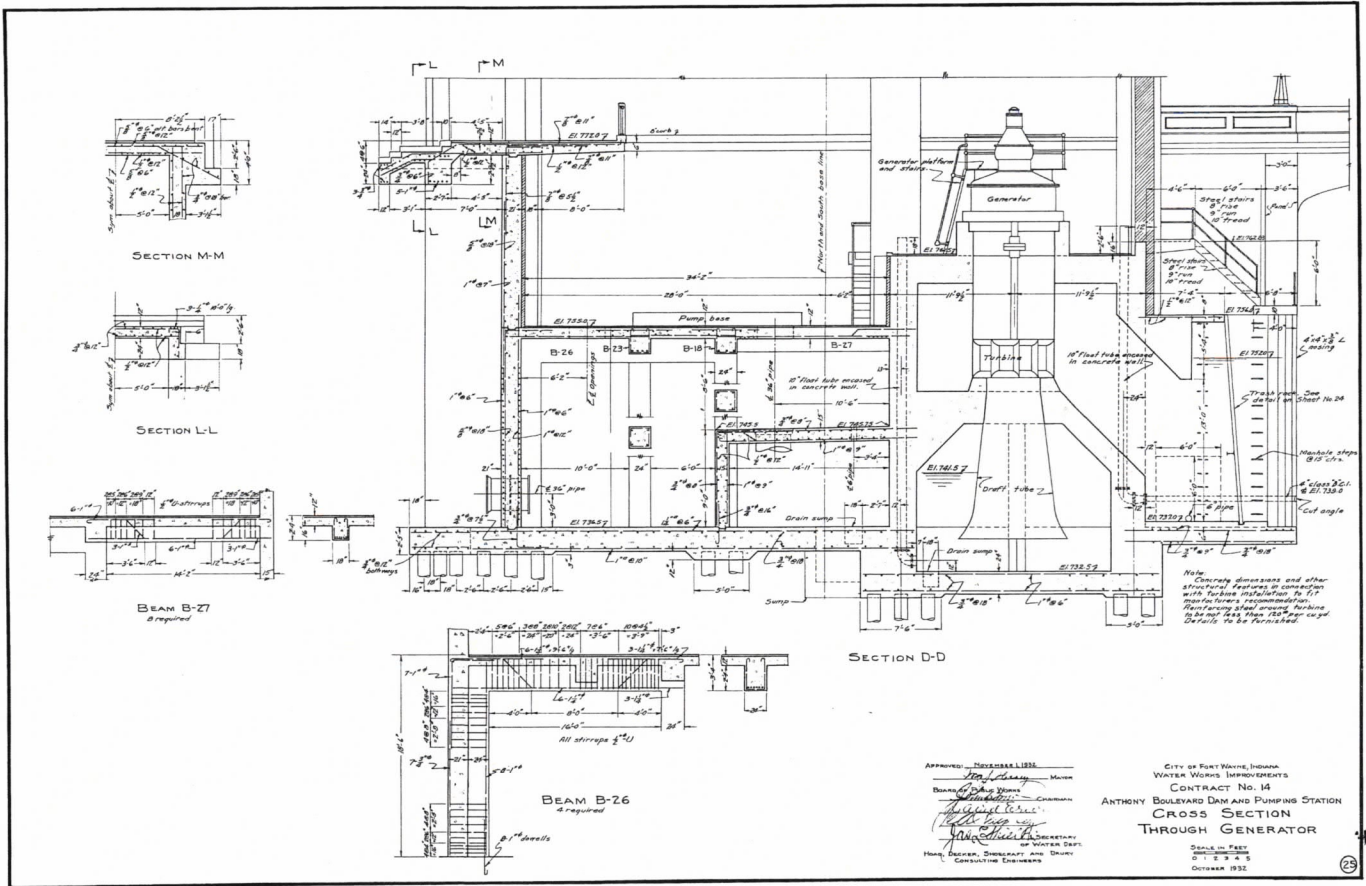
DETAIL OF TRASH RACKS

STORM WATER INLET

Approved: MICHAEL J. HESS
 Mayor
 Board of Public Works
 Chairman
 Secretary
 City Engineer

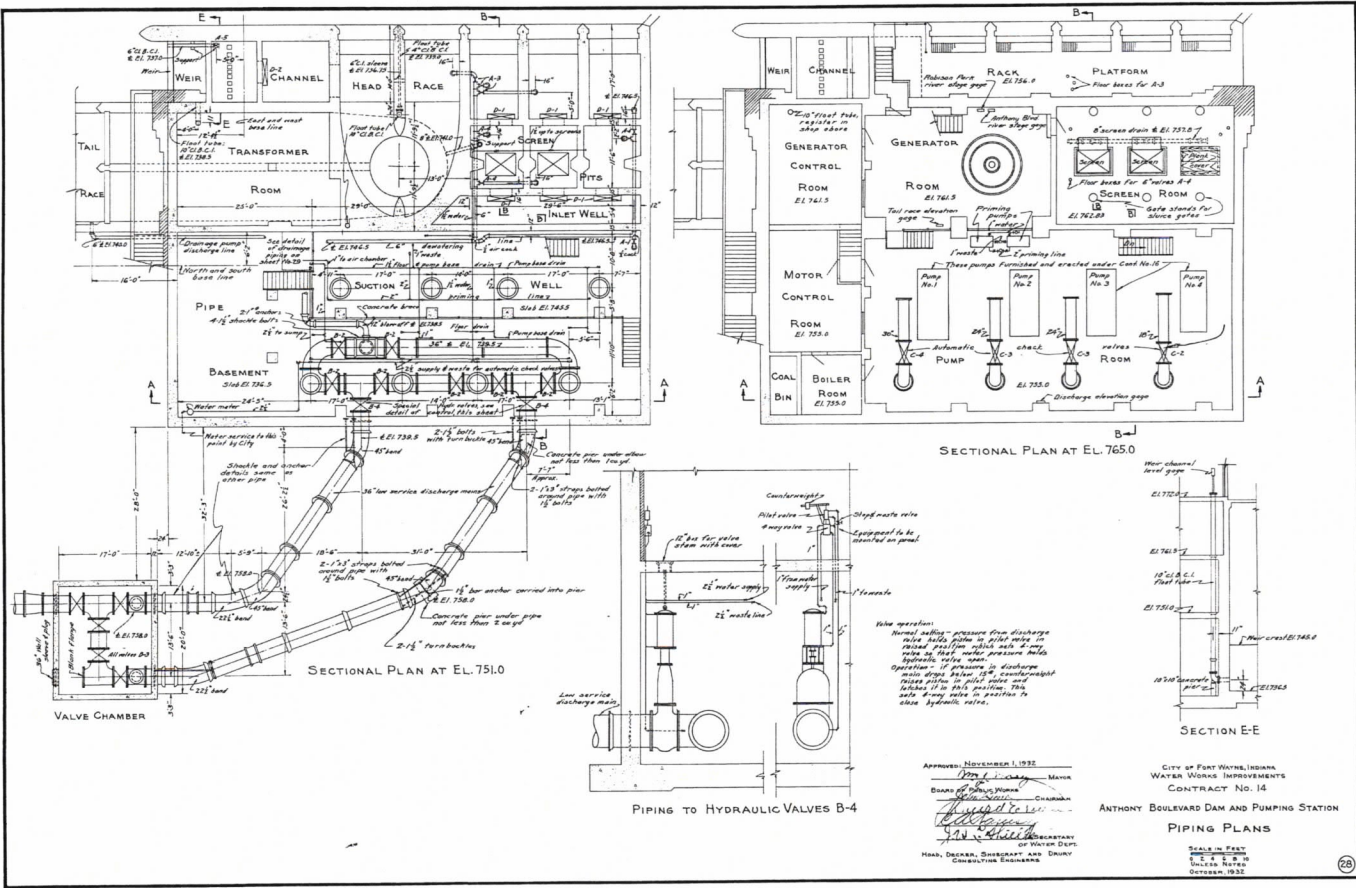
CITY OF FORT WANE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT No. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
 CROSS SECTION
 THROUGH SCREEN ROOM

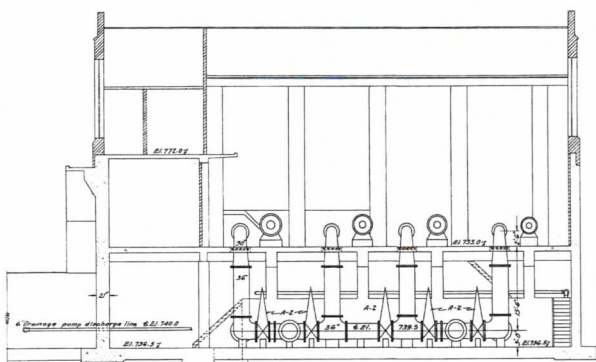
SCALE IN FEET
 1" = 2' 0"



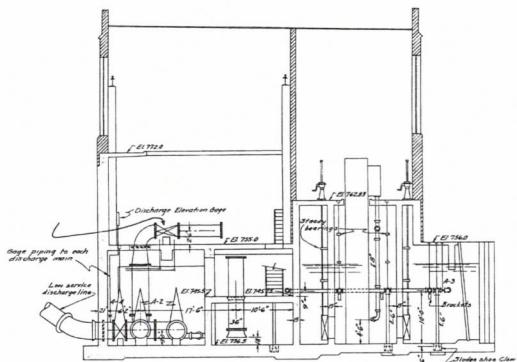
APPROVED: W. H. BELL
 Chief Engineer
 Board of Public Works
W. H. BELL
 Chairman
W. H. BELL
 Secretary
 H. H. BELL, Secretary and Deputy
 Consulting Engineers

CITY OF FORT WAYNE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT No. 14
 ANTHONY BOULEVARD DAM AND PUMPING STATION
 CROSS SECTION
 THROUGH GENERATOR
 SCALE: 1/4" = 1'-0"
 OCTOBER 1932

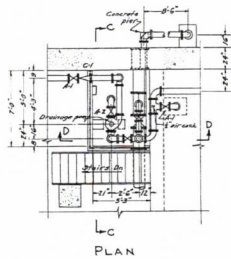




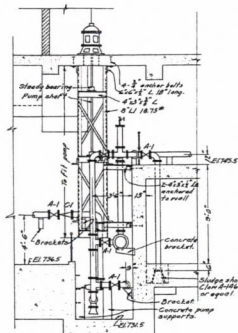
SECTION A-A



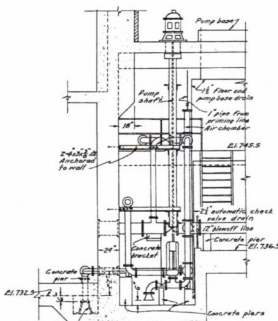
SECTION B-B



PLAN



SECTION D-D
PIPING DETAILS AT SUMP



SECTION C-C

APPROVED, NOVEMBER 1, 1932

[Signature] MAYOR

[Signature] CHAIRMAN

[Signature] SECRETARY

HEAD, DEPT. OF WATER WORKS

HEAD, DEPT. OF STREET AND DRAIN

CONSULTING ENGINEERS

CITY OF FORT WALKER, INDIANA

WATER WORKS IMPROVEMENTS

CONTRACT NO. 14

ANTHONY BOULEVARD DAM AND PUMPING STATION

PIPING SECTIONS

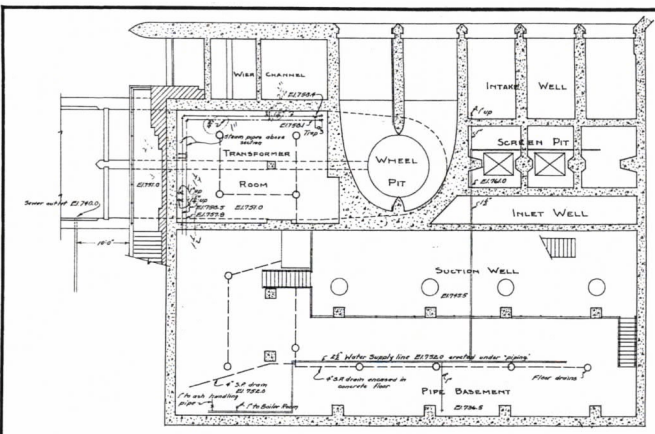
SCALE IN FEET

1" = 1' 0"

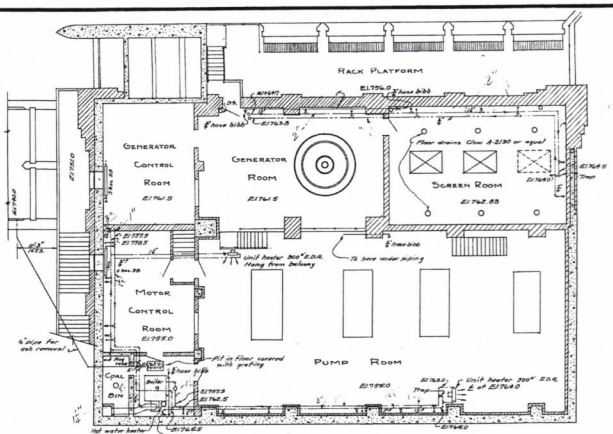
1/2" = 6"

3/4" = 9"

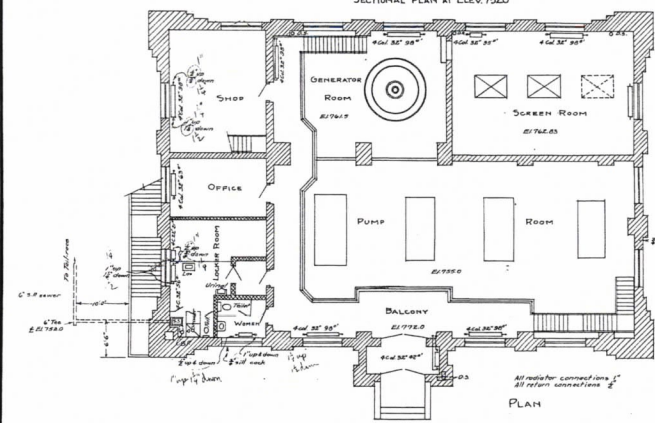
1" = 12"



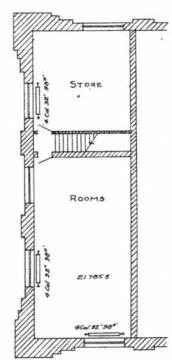
SECTIONAL PLAN AT ELEV. 7520



SECTIONAL PLAN AT ELEV. 7650



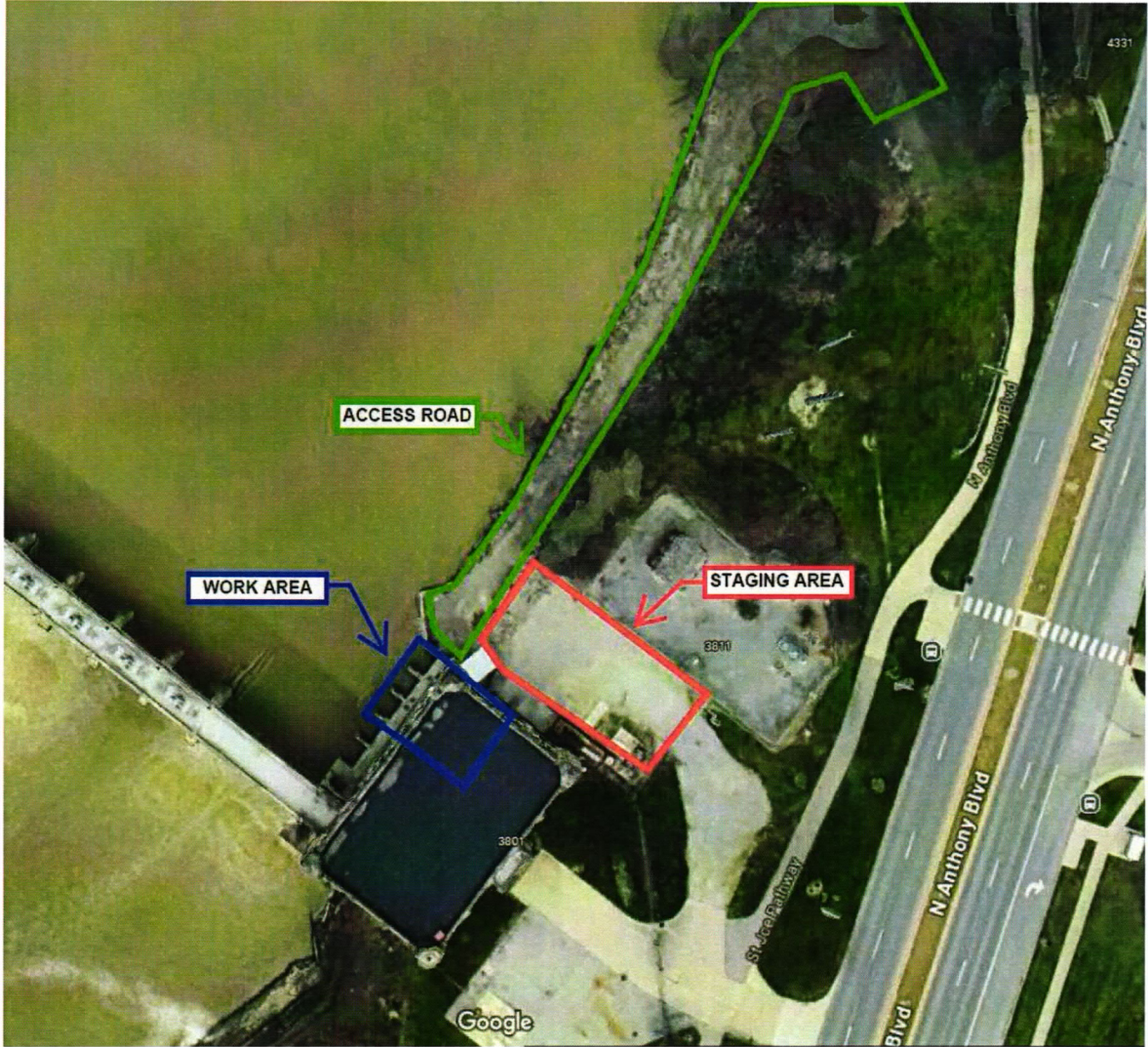
PLAN



Approved: J. H. LEE
 City Engineer
 Mayor
 Board of Public Works
 Chairman
 Secretary
 H. H. DELANEY, SHREVEY AND DELANEY
 Consulting Engineers

CITY OF FORT WAYNE, INDIANA
 WATER WORKS IMPROVEMENTS
 CONTRACT NO. 14
ANTHONY BOULEVARD DAM AND PUMPING STATION
HEATING AND PLUMBING
 SCALE IN FEET
 ONE INCH = 10 FEET
 OCTOBER 1924

ATTACHMENT 5
STAGING AND WORK AREA



ATTACHMENT 6
PICTURES OF ST JOE DAM SITE

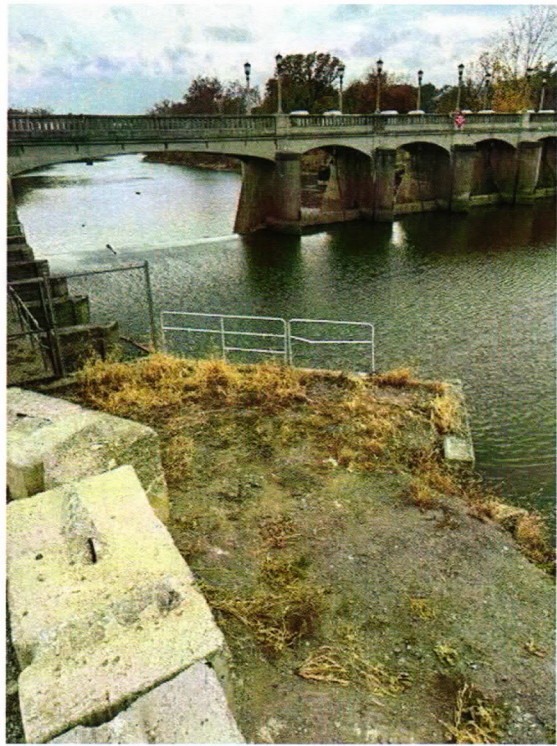
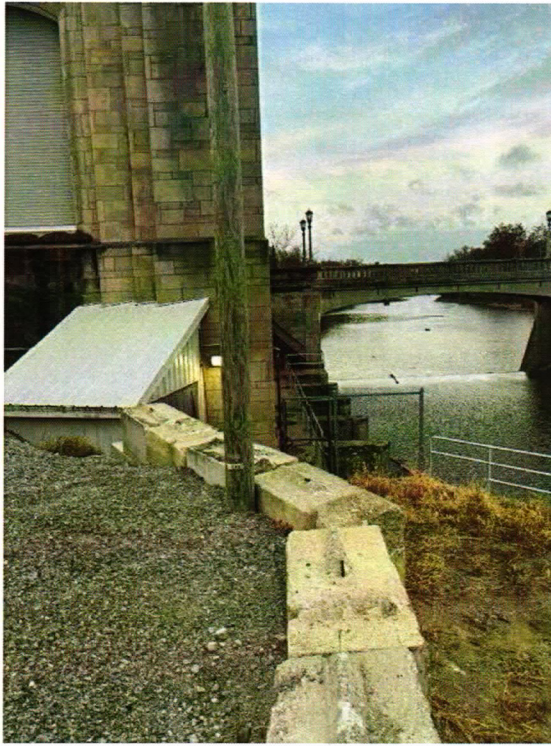


Figure 1 (Left): Edge of Staging area near end of access road

Figure 2 (Right): End of Access Road

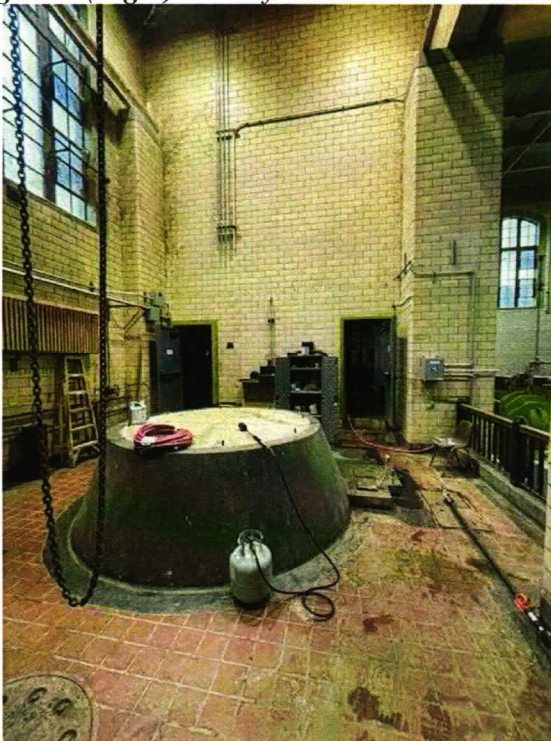


Figure 3 (Left): Entrance to Screen Room

Figure 4 (Right): Staging Area looking West



Figure 5 (Left): End of Staging area showing garage door going to screen room

Figure 6 (Right): Staging Area looking East

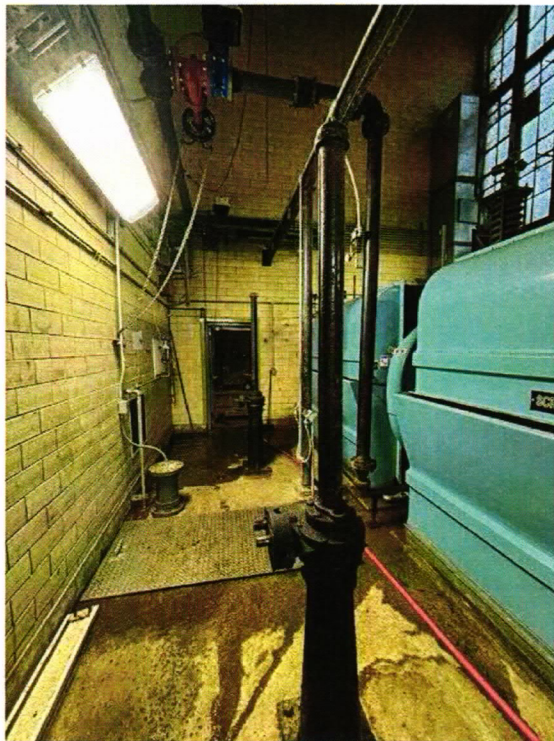
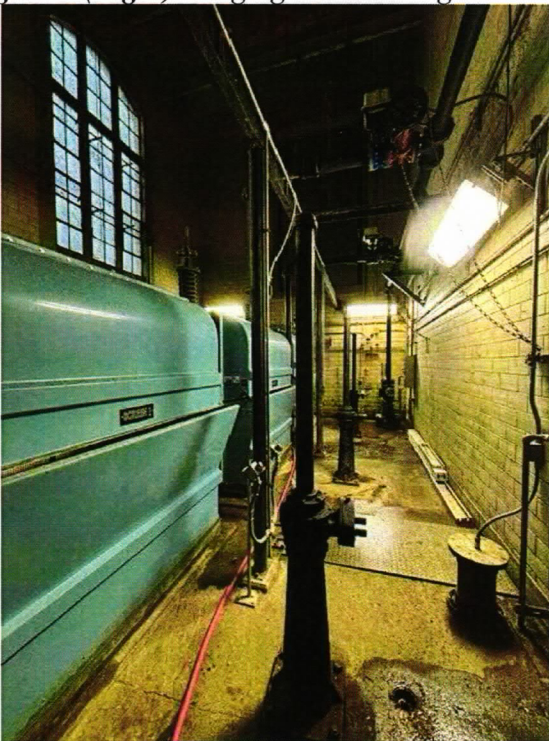


Figure 7 (Left): Screen Room on Pump Side looking North towards garage opening

Figure 8 (Right): Screen Room on Pump Side looking South towards screen room entrance



Figure 9 (Left):: Access Road to backside of St Joe Dam

Figure 10 (Right):: Access Hatch that houses the interior stop log guide slot

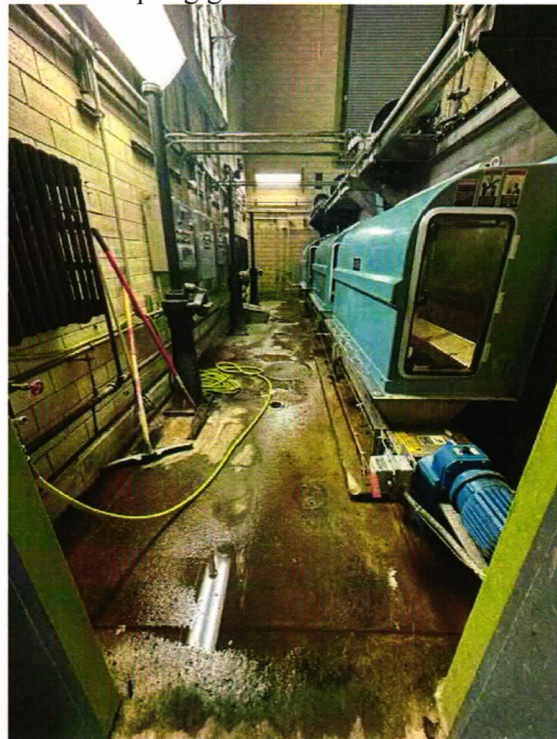
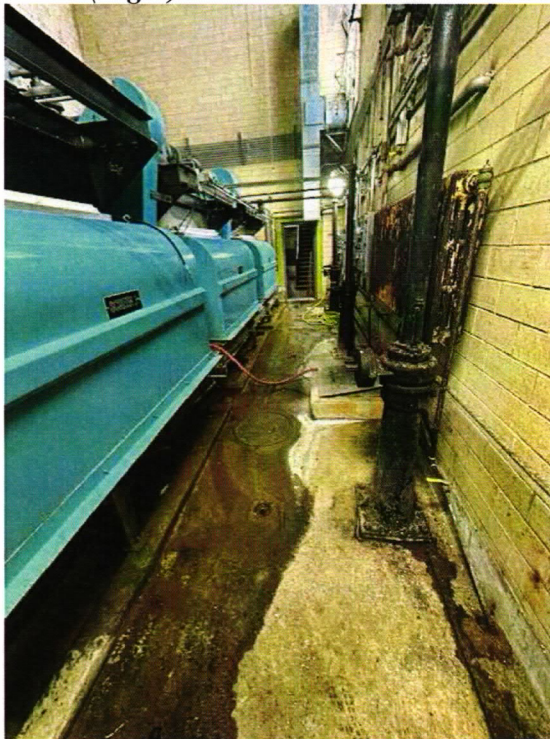


Figure 11 (Left): Screen Room on River Side looking North towards garage opening

Figure 12 (Right): Screen Room on River Side looking South towards screen room entrance



Figure 13 (Left): Sluice Gate #1 on Pump Side for Screen Channel #1
Figure 14 (Right): Sluice Gate #2 on Pump Side for Screen Channel #2

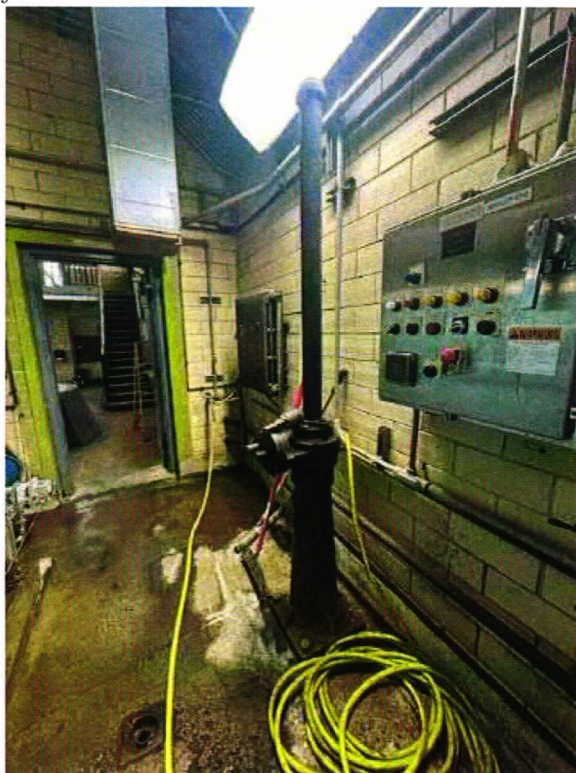


Figure 15 (Left): Sluice Gate #3 on Pump Side for Screen Channel #3
Figure 16 (Right): Sluice Gate #1 on River Side for Screen Channel #1

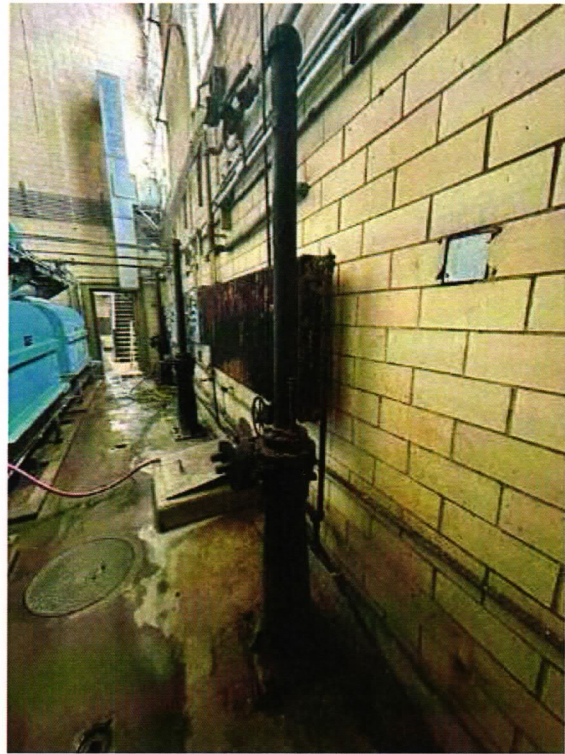
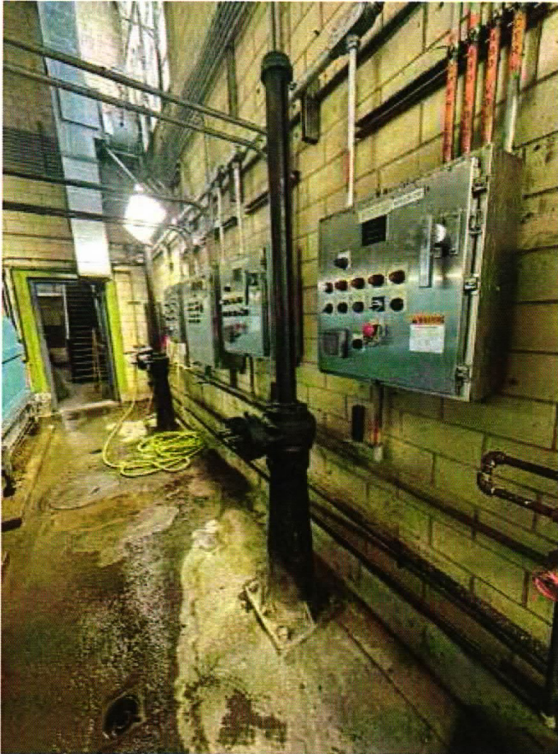


Figure 17 (Left): Sluice Gate #2 on River Side for Screen Channel #2

Figure 18 (Right): Sluice Gate #3 on River Side for Screen Channel #3

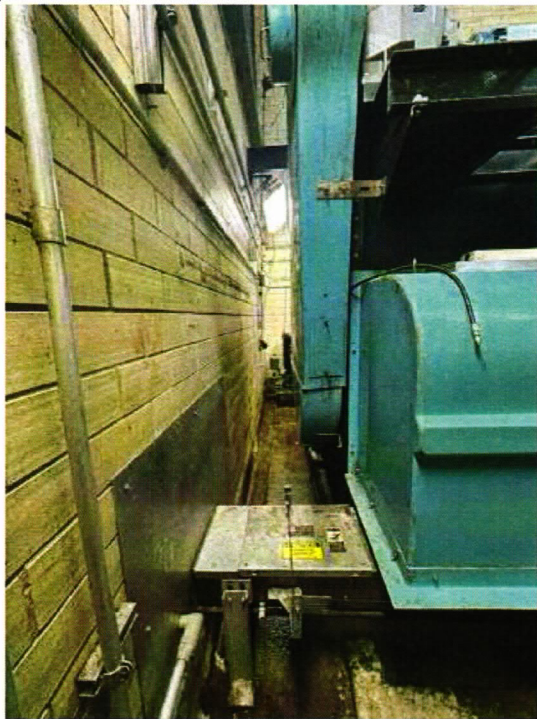


Figure 19 (Left): Screen Room near Entrance to Screen Room

Figure 20 (Right): Screen Room near Garage Door Opening

ATTACHMENT 7
SERVICE AGREEMENT DRAFT



SERVICE AGREEMENT: St Joe Dam Improvement Services

| | | |
|-----------------------|--|--|
| SUPPLIER NAME | | CITY DEPARTMENT/CONTACT NAME City Utilities Engineering / Josh Mahon |
| STREET ADDRESS | | STREET ADDRESS 200 E Berry St, Suite 250 |
| CITY, STATE, ZIP CODE | | CITY, STATE, ZIP CODE Fort Wayne, IN 46802 |
| ATTENTION | | INVOICE ADDRESS 200 E Berry St, Suite 250 |
| TELEPHONE | | CITY, STATE, ZIP CODE Fort Wayne, IN 46802 |

| Mobilization / Demobilization | | | |
|--|-------------|-----------|--------------|
| Description | | | Total Cost |
| Mobilization | | \$ | Lump Sum |
| Demobilization | | \$ | Lump Sum |
| Preliminary Cleanings (If Required) | | | |
| Description | | | Total Cost |
| Daily Rate | | \$ | /day |
| Weekend/Overtime Rate (If required) | | \$ | /day |
| Per Diem Rate (non-working weekend)(If required) | | \$ | /day |
| Standby Day Rate | | \$ | /day |
| Stop Log Guide Installation | | | |
| Description | Cost | # of Days | Total Cost |
| Daily Rate (Monday-Friday) | \$ /day | 70 | \$ |
| Weekend/Overtime Rate (If required) | \$ /day | - | \$ |
| Per Diem Rate (non-working weekend)(If required) | \$ /day | - | \$ |
| Standby Day Rate | \$ /day | - | \$ |
| Materials | \$ Lump Sum | - | \$ |
| Sluice Gate Inspections and Measurements | | | |
| Description | Cost | # of Days | Total Cost |
| Daily Rate (Monday-Friday) | \$ /day | 10 | \$ |
| Weekend/Overtime Rate (If required) | \$ /day | - | \$ |
| Per Diem Rate (non-working weekend)(If required) | \$ /day | - | \$ |
| Standby Day Rate | \$ /day | - | \$ |
| Materials | \$ Lump Sum | - | \$ |
| Allowances | | | |
| Description | | | Total Cost |
| Crane Allowance | | | \$ 25,000.00 |
| Preliminary Cleaning Allowance | | | \$ 35,000.00 |
| Total Contract Amount: | | | \$ |

| | |
|----------------------------|-----------------|
| Estimated Completion Date: | Month Day, Year |
|----------------------------|-----------------|

| | |
|---|----------------------------|
| The following is made part of this agreement: | |
| <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | Attachments |
| <input checked="" type="checkbox"/> | RFQ dated Month, Day, Year |

This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

***SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES THAT DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.**

| | |
|--|---|
| SUPPLIER: By (Signature): Printed Name: Date: | City of Fort Wayne By (Signature): Printed Name: Date: |
|--|---|

ADDITIONAL TERMS AND CONDITIONS

- SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier 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. Supplier 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.
- INVOICES.** Supplier 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 Supplier hereunder until Supplier 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 Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.
- INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship between City and Supplier is and shall at all times remain as independent contractors. Persons provided by Supplier to perform and deliver the Services shall be Supplier's employees under the sole and exclusive direction and control of Supplier and shall not be considered employees of City for any purpose. Supplier shall be responsible for compliance by Supplier's employees and any other person or entity contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entities contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. in order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services to be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expense (including attorneys' fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.
- INDEMNITY.** Supplier forever releases, discharges, acquits and agrees to defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind and nature asserted against, charged to or imposed upon City which directly or indirectly arise or are associated with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Supplier's counsel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City contained herein. Supplier shall not settle or compromise any claim,

- suit or action or consent to entry or a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.
- LIMITATION OF LIABILITY.** Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
 - INSURANCE.** Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

| | | |
|-----|--|--|
| (a) | General Liability | \$1,000,000 minimum per occurrence/ \$2,000,000 aggregate |
| | Personal & Advertising Liability | \$1,000,000 any one person or organization |
| | Products/Completed Operations Liability | \$2,000,000 aggregate |
| (b) | Automobile Liability, including Hired and Non-Owned Auto | \$1,000,000 minimum per occurrence |
| (c) | Worker's Compensation* | |
| | Bodily Injury by Accident | \$500,000 each accident |
| | Bodily Injury by Disease | \$500,000 policy limit |
| | Bodily Injury by Disease | \$500,000 each employee |

***SUPPLIER, AND ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.**

The Certificate of Insurance must show the City of Fort Wayne, its Departments and Divisions, as an Additional Insured and a Certificate Holder, and provide 30 days' notification of cancellation, modification 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

- HAZARDOUS MATERIALS.** Supplier 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. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
- PROGRESS REPORTS.** The Supplier 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 the substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives, board members, or employees which will participate in any way in the performance of the Supplier'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, board members, or agents.

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.

10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier 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 Supplier in furtherance of this contract—shall be the property of the City. The Supplier 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 Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier 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 I.C. §22-5-1.7, Supplier 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. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier 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. Supplier 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 Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier 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) Supplier 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 Supplier 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 Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice, therefore.
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 Supplier, and Supplier 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 Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier 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 Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **GOVERNING LAW, PREFERRED VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. The parties hereto agree that any action, proceeding, claim or dispute arising hereunder or relating hereto shall be brought and enforced in a court of applicable jurisdiction located in Allen County, Indiana and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.
22. **ACCESS TO RECORDS.** The Supplier 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, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier 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

ATTACHMENT 8
City Supplied Gantry Crane and Hoist

GANTRY - A SERIES ALUMINUM ADJUSTABLE HEIGHT & SPAN



APPROVED NOT APPROVED / RESUBMIT WITH CHANGES

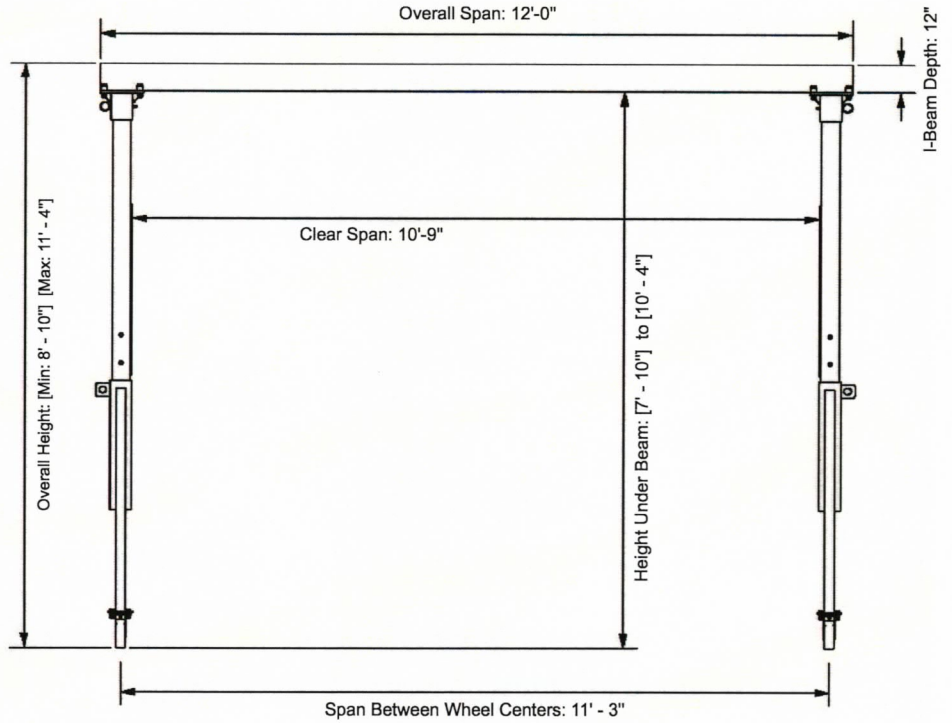
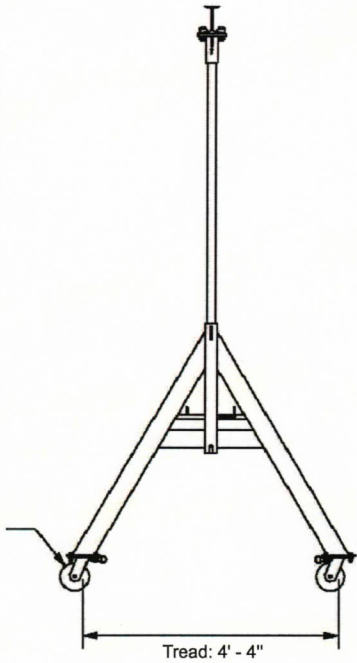
SIGNATURE _____

DATE _____

NOTE: PLEASE MARK "APPROVED" OR "NOT APPROVED". DRAWINGS RETURNED MARKED "APPROVED AS NOTED" REQUIRED RESUBMITTAL FOR FINAL "APPROVED" STATUS. PROMPT APPROVAL WILL HELP CONFORM TO ANY TENTATIVE DELIVERY DATE. DELAYED APPROVAL OR CHANGES TO SYSTEM MAY DELAY TENTATIVE DELIVERY DATE. (SCHEDULING OF CHANGES BASED ON CURRENT ENGINEERING WORKLOAD). CHANGES TO QUOTED SYSTEM MAY RESULT IN ADDITIONAL COSTS. PER SPANCO PROTOCOL, REQUESTS FOR CHANGES REACHING REVISION LEVEL "C" REQUIRED A REVIEW OF ACCRUED COSTS. STANDARD SPANCO YELLOW AND GRAY PAINT WILL BE PROVIDED.

Quote #: A-299490-00
 Capacity: 4000 lbs
 Weight: ± ± 388 lbs
 Part #: 2ALU1210

Caster Diameter: 8" Polyurethane Tread W/4 Position Swivel Locks



Printed By: BHANSEN

Printed Date: 8/27/2024 10:23:23AM

SEMP Mini Electric Chain Hoists with Push Trolley



SEMP003L

Harrington's SEM Series single-phase mini electric chain hoist can be paired with our PT push trolley to transport material from one location to another. This combination is the best choice for work that requires infrequent moves in an area that has single phase power available.

Features and Benefits

UL® Listed

Certified and listed to UL 1340 "Standard for Hoists" and CSA 22.2 No. 33 "Construction and Test of Electric Cranes and Hoists."

High Performance Motor Brake

Fast acting and durable current driven electromagnetic brake.

5 year warranty.

Unique Chain Guide

Discharges chain from the side of the host body preventing tangling when winding up slack chain. Heat treated for durability.

Forged Carbon Steel Hooks

Under excessive loads will open gradually and not fracture. Ball bearings produce smooth rotation. Bottom hook will swivel 360°. Heavy-duty hook latches are standard.

Solid State Relay Board

Has no mechanical contacts for extended lifetime and microcontroller provides protection from fast reverse, overcurrent, overtemperature, and overvoltage. Includes electronic overload limiter and an LED error indicator.

Sleek Rounded IP65 Body

Compact and rugged die-cast aluminum body with no sharp edges. Superior ingress protection makes it suitable for both indoor and outdoor applications.

Friction Clutch

Rotor integrated friction clutch outside of the load path provides consistent performance over a wide temperature range.

Grease-Packed Gearbox

For demanding industrial applications.

Nickel-Plated Load Chain

Grade 80, super strength load chain with superior corrosion resistance.

Chain Container

Optional black canvas chain container designed with two secure attachment points.

Standard Trolley Specifications

Capacity Range

500 – 1000 lbs

Shafts

Standard shafts fit wide range
Longer shafts for wider beams
Spacers for easy adjustments

Drop Stops

Standard

Bumpers

Optional

Wheels

All steel
Sealed ball bearings
Fit flat or tapered beam flange

Standard Pendant Length

Standard pendant hangs approximately 4' above the hoist's fully extended bottom hook (longer lengths available)

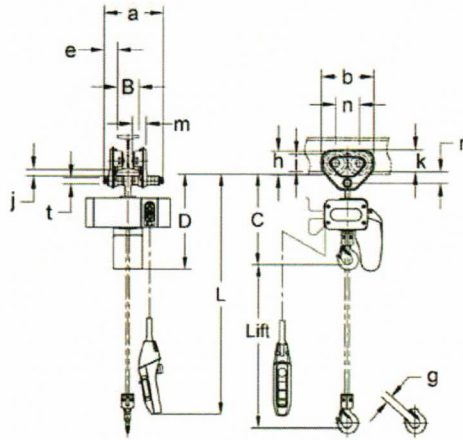
Standard Power Supply Length

15' (longer lengths available)

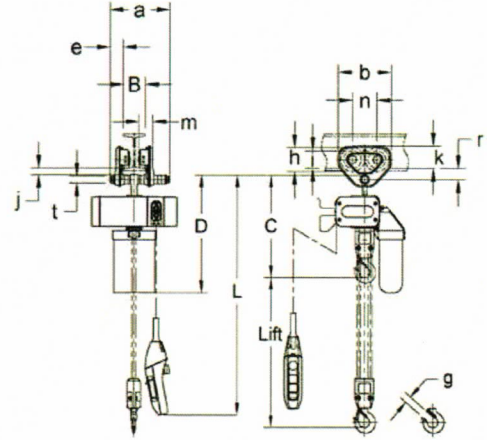
HARRINGTON EM/SEM MINI ELECTRIC CHAIN HOISTS



SEMP003L



SEMP003L



SEMP005C

SEMP 1-PHASE SINGLE SPEED HOIST WITH PUSH TROLLEY — SPECIFICATIONS

| Cap. (lb) | Product Code | Standard Lift (ft) | Push Button Cord L (ft) | Lifting Motor 1 Phase 60 Hz | | | | Flange Width Adjustability B (in) | | Minimum Allow. Radius for Curve (in) | Load Chain Diameter (mm) x Chain Fall Lines | Net Weight (lb) | Weight for Additional One Foot of Lift (lb) |
|-----------|--------------|--------------------|-------------------------|-----------------------------|-------------|----------------------|-------------|-----------------------------------|----------|--------------------------------------|---|-----------------|---|
| | | | | Lifting Speed (ft/min) | Output (Hp) | Rated Current (amps) | | Standard | Optional | | | | |
| | | | | | | @115 – 120V | @220 – 230V | | | | | | |
| 500 | SEMP003L | 10 | 8.2 | 12 | 0.22 | 4.6 | 2.3 | 2.28 to 4.00 | 43.3 | 4.0 x 1 | 39.7 | 0.24 | |
| 1000 | SEMP005C | | | 6 | 0.22 | 4.6 | 2.3 | | | | | | 4.0 x 2 |

SEMP 1-PHASE SINGLE SPEED HOIST WITH PUSH TROLLEY — DIMENSIONS

| Cap. (lb) | Product Code | Headroom C (in) | D (in) | a (in) | b (in) | e (in) | g (in) | h (in) | i (in) | j (in) | k (in) | m (in) | n (in) | r (in) | t (in) |
|-----------|--------------|-----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 500 | SEMP003L | 12.2 | 13 | 8.0 | 7.2 | 1.8 | 0.9 | 3.2 | 2.4 | 0.8 | 3.0 | 1.9 | 3.3 | 1.5 | 0.9 |
| 1000 | SEMP005C | 14.3 | 16.7 | 8.0 | 7.2 | 1.8 | 0.9 | 3.2 | 2.4 | 0.8 | 3.0 | 1.9 | 3.3 | 1.5 | 0.9 |

City of Fort Wayne

Sharon Tucker, Mayor

Purchasing Department

200 East Berry Street, Ste. 490

Fort Wayne, Indiana 46802-1804

Telephone (260) 427-1376 Fax (260) 427-1393

Vendor Submission

ITB..... #9831880

Description..... St Joe Dam Improvements Services

ITB Due Date..... Thursday, September 4, 2025 @ 11:00 a.m.

Bids will be received electronically through QuestCDN vBid Online Bidding ONLY. The online bid portal is open for Vbid through the listed due date/time.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period. However, the agreement to extend must be completed in written form at the original price and under the original conditions governing the contract.

This Invitation to Bid is issued to establish a contract to supply the City of Fort Wayne with a commodity or service in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid until the order is fulfilled.

Company: Underwater Construction Corporation

Address: 4295 N. Roosevelt Rd

City/State/Zip: Stevensville, MI 49127

Printed Name: Jerry Pena

Email: jpena@uccdive.com

Pricing to be entered on Quest's Online Bid Worksheet



THE CITY OF
FORTWAYNE

ST JOE DAM IMPROVEMENTS SERVICES

UCC PROPOSAL #L-3464 REVISION 1

REFERENCE: ITB #9831880

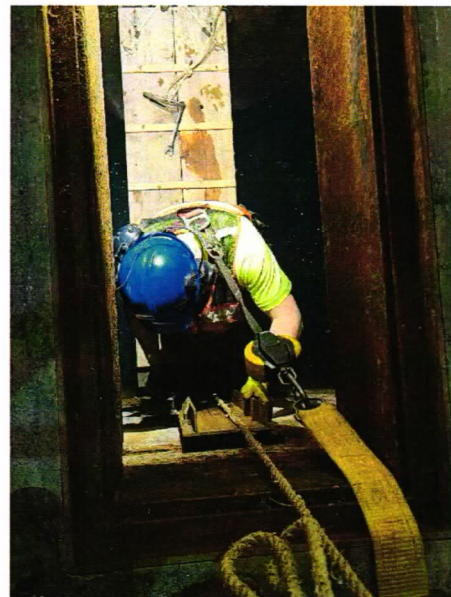


PHOTOS LEFT & RIGHT

STOP LOG GUIDE
INSTALLATION

Great Lakes Water
Authority (GLWA)
Dearborn Michigan

Springwells Water
Treatment Plant



AN EQUAL OPPORTUNITY EMPLOYER

Attachment 02 - Vendor Submission Form

| Mobilization / Demobilization | | | |
|--|-----------------|------------------|-------------------|
| Description | | | Total Cost |
| Mobilization | \$ | | \$20,654.00 |
| Demobilization | \$ | | \$12,720.00 |
| Preliminary Cleanings (If Required) | | | |
| Description | | | Total Cost |
| Daily Rate (Monday-Friday) (10-hour day) | \$5,625.00 | /day | |
| Weekend Daily Rate (If required) (10-hour day) | \$6,747.00 | /day | |
| Per Diem Rate (non-working weekend)(If required) | \$775.00 | /day | |
| Standby Day Rate | \$3,804.00 | /day | |
| Overtime Hourly Rate (If Required) | \$421.00 | /hour | |
| Stop Log Guide Installation | | | |
| Description | Cost | # of Days | Total Cost |
| Daily Rate (Monday-Friday) (10-hour day) | \$5,944.00 /day | 70 | \$416,080.00 |
| Weekend Daily Rate (If required) (10-hour day) | \$7,169.00 /day | - | \$ |
| Per Diem Rate (non-working weekend)(If required) | \$775.00 /day | - | \$ |
| Standby Day Rate | \$4,191.00 /day | - | \$ |
| Materials | \$ Lump Sum | - | \$27,507.00 |
| Overtime Hourly Rate (If Required) | \$490.00 /hour | - | \$ |
| Sluice Gate Inspections and Measurements | | | |
| Description | Cost | # of Days | Total Cost |
| Daily Rate (Monday-Friday) (10-hour day) | \$4,572.00 /day | 10 | \$45,720.00 |
| Weekend Daily Rate (If required) (10-hour day) | \$5,624.00 /day | - | \$ |
| Per Diem Rate (non-working weekend)(If required) | \$775.00 /day | - | \$ |
| Standby Day Rate | \$3,374.00 /day | - | \$ |
| Materials Includes Report Deliverables | \$ Lump Sum | - | \$4,959.00 |
| Overtime Hourly Rate (If Required) | \$421.00 /hour | - | \$ |
| Allowances | | | |
| Description | | | Total Cost |
| Crane Allowance | | | \$ 25,000.00 |
| Preliminary Cleaning Allowance | | | \$ 35,000.00 |

The Work will be complete 120 days after Owner's Notice to Proceed.

Bids must include all the preceding information requested by the Purchasing Department.

Pricing to be entered through Quest Online Bidding Worksheet.

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Underwater Construction Corporation
Name of Company

Jerry Pena
Printed Name of Person Signing

Midwest Estimator/Contracts Administration
Title

Jerry Pena
Signature

9-4-25
Date



| | | |
|--|---|--|
| Page No: 1 | UCC Proposal L-3464 Rev 1 | Date: September 4, 2025 |
| Prepared By: Jerry Pena | Project Title: Mob-demob / Preliminary Cleaning | |
| Submitted To: Mr. Josh Mahon | Project Location: St. Joe's Dam - Fort Wayne, IN | |
| Fort Wayne City Utilities 200 East Berry Street, Suite 130 Fort Wayne, IN 46802 Josha Mahon joshua.mahon@cityoffortwayne.org 260-427-1234 | Proposal Basis: | *Budgetary Estimate |
| | Personnel: UCC would provide: | Maximum # of divers in the water at a time: |
| | Five (5) Person Crew | One (1) |
| | 1 Project Manager | |
| | 4 Diver Mechanic | |

| | | | | |
|--|---|-----|----------------------|----|
| Proposed Services | Days Per Week | M-F | Work Hrs./Day | 10 |
| <p>Underwater Construction Corporation (UCC) appreciates the opportunity to offer this revised proposal to The City of Fort Wayne for the above-referenced project.</p> <p>All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910, Subpart "T" and UCC's Safe Practices Manual. UCC is a member of the Association of Diving Contractors International (ADCI).</p> <p>Mobilization & Demobilization / Preliminary Cleaning Rates Below.</p> <p>Scope & schedule: page 2 of this proposal</p> | <p>UCC assumes City of Fort Wayne or others will provide the following to support the previously stated services:</p> <ul style="list-style-type: none"> • Operation support and red tagging of equipment, as required. • Unrestricted access to the work areas. • Any and all permitting, as required. • Debris dumpster if required | | | |

| | |
|---|--|
| Equipment: | |
| 2 DOT Crew Cab 1 Ton Pickup Truck 1 Mobile Dive Station - Cargo Trailer 8'x20' - 8'x23' 1 Shallow Water Dive Package 2 Dry Suit 1 Wireless Dive Radio 1 4" or 6" Dry Prime Pump Package Includes 1-18' Trailer, 8-20' Intake, 8-50' Discharge 1 Double Diver Water Heater (Excludes Fuel) 1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter Cable 1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose 1 Velocity Meter/Flow Meter 1 Confined Space or Diver Extraction System with Adjustable Davi Arm and 2 Ton Capacity | |

| No. | Description | Rate | Qty. | Sub-Total |
|---|---|------------------------------|-----------|------------------|
| 1.01 | UCC's Lump Sum Mobilization Rate (does not include onsite services) is: | \$ 20,654.00 | 1 | \$ 20,654.00 |
| 1.02 | UCC's Lump Sum Demobilization Rate (does not include onsite services) is: | \$ 12,720.00 | 1 | \$ 12,720.00 |
| 1.03 | Preliminary Cleaning Daily Rate M-F 10-hour day is: | \$ 5,625.00 | | \$ - |
| 1.04 | Preliminary Cleaning Daily Rate Sat. 10-hour day is: | \$ 6,747.00 | | \$ - |
| 1.05 | Preliminary Cleaning Standby Rate is: | \$ 3,804.00 | | \$ - |
| 1.06 | Preliminary Cleaning Overtime Rate is: | \$ 421.00 | | \$ - |
| 1.07 | Per Diem Rate (Non-working weekend each day if required) 5 person crew | \$ 775.00 | | \$ - |
| 1.08 | | \$ - | | \$ - |
| 1.09 | | \$ - | | \$ - |
| 1.10 | | \$ - | | \$ - |
| *Materials and Consumables that are not included will be invoiced at cost plus: 10% | | | | |
| *Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: 10% | | | | |
| *TAXES ARE NOT INCLUDED *ADDITIONAL TERMS AND CONDITIONS APPLY | | | | |
| | | *TOTAL PRICE | \$ | 33,374.00 |
| | | *PRICING IS VALID FOR | 60 | DAYS |



| | | | | |
|----------------------|----------------|----------------------------------|----------------------------------|-------------------|
| Page No: | 2 | UCC Proposal L-3464 Rev 1 | Date: | September 4, 2025 |
| Prepared By: | Jerry Pena | Project Title: | Mob-demob / Preliminary Cleaning | |
| Submitted To: | Mr. Josh Mahon | Project Location: | St. Joe's Dam - Fort Wayne, IN | |

UCC will preform the following scope of service:

1. UCC will perform preliminary cleaning to install the interior stop log guides. UCC understands only 6 hours of shut down is allowed per day for this task. Debris dumpster will be provided by The City of Fort Wayne or others if required.
2. UCC will install the interior stop log guide first per manufacture installation procedure. UCC understands only 6 hours of shut down is allowed per day for this task.
3. UCC will inspect all (6) sluice gates. UCC will provide audio and video recording of all findings to including a formal comprehensive written report following completion as a final deliverable.
4. UCC will install three (3) exterior stop log guides per manufacture installation procedures. UCC understands guides will be supplied by The City of Fort Wayne or others. UCC will supply Hilti RE 500-V3 epoxy, 5/8" anchors bolts for the bottom seal and Sika Grout 500 Aqua non-shrink grout. UCC understands epoxy anchors will not be required on any of the vertical channels.
5. UCC understands stop logs and sluice gates will be lowered and raised to accommodate the above mentioned work and to meet the plant water demands.

Additional Qualifications and Clarifications:

1. Lay down area will be provided by owner for UCC's equipment.
2. The City of Fort Wayne will supply all stop log guides & stop logs.



| | | |
|---|---|--|
| Page No: 1 | UCC Proposal L-3464 Rev 1 | Date: September 4, 2025 |
| Prepared By: Jerry Pena | Project Title: Stop Log Guide Installation | |
| Submitted To: Mr. Josh Mahon | Project Location: St. Joe's Dam - Fort Wayne, IN | |
| Fort Wayne City Utilities 200 East Berry Street, Suite 130 Fort Wayne, IN 46802 Josh Mahon joshua.mahon@cityoffortwayne.org 260-427-1234 | Proposal Basis: | *Budgetary Estimate |
| | Personnel: UCC would provide: | Maximum # of divers in the water at a time: |
| | Five (5) Person Crew | One (1) |
| | 1 Project Manager | |
| | 2 Diver Mechanic | |
| | 2 Welder Level 2 | |

| | | |
|---|--|-------------------------|
| Proposed Services | Days Per Week M-F | Work Hrs./Day 10 |
| <p>Underwater Construction Corporation (UCC) appreciates the opportunity to offer this revised proposal to The City of Fort Wayne for the above-referenced project.</p> <p>All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910, Subpart "T" and UCC's Safe Practices Manual. UCC is a member of the Association of Diving Contractors International (ADCI).</p> <p>Stop Log Guide Installation Rates Below.</p> | <p>UCC assumes City of Fort Wayne or others will provide the following to support the previously stated services:</p> <ul style="list-style-type: none"> • Operation support and red tagging of equipment, as required. • Unrestricted access to the work areas. • Any and all permitting, as required. • Debris dumpster if required. • stop log "C" channel materials. • Stop logs. • Gantry crane. | |

| | | |
|---|--|--|
| Equipment: | | |
| 2 DOT Crew Cab 1 Ton Pickup Truck | 2 Rock Drill - CP9 | 2 Miscellaneous Rigging Box (Beam Clamps/shackle |
| 1 Mobile Dive Station - Cargo Trailer 8'x20' - 8'x23' | 1 180 Amp Miller Welder Generator - 6000 Watt With 10 | 1 2-Ton Manual Chain Fall |
| 1 Shallow Water Dive Package | 1 Chipping Hammer - 15 Lb. | Lisbon Hoist |
| 2 Dry Suit | 1 Spitznas 1" Hammer Drill | |
| 1 Wireless Dive Radio | 2 JIC or Chicago Hose (50') | |
| 1 Double Diver Water Heater (Excludes Fuel) | 1 ChemGrout Machine Additional 50' Hose | |
| 1 Outland U/W Video System w/Audio Time/Date Conso | 1 CG 550P ChemGrout Machine with 100' Hose | |
| 1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 1 | 1 Project Tool Box | |
| 1 Velocity Meter/Flow Meter | 1 Fall Protection Package (Harness, Lanyards, Anchor Sta | |
| 1 Confined Space or Diver Extraction System with Adjust | 1 Spill Guards (Each) | |
| 1 185 CFM Sulair Tow Behind Tool Air Compressor | 1 7,000-7,500 Watt Generator | |

| No. | Description | Rate | Qty. | Sub-Total |
|---|--|------------------------------|-----------|-------------------|
| 1.01 | Stop Log Guide Daily Rate M-F 10-hour | \$ 5,944.00 | 70 | \$ 416,080.00 |
| 1.02 | Stop Log Guide Sat Rate 10-hour | \$ 7,169.00 | | \$ - |
| 1.03 | Per Diem Rate (Non-working weekend each day if required) 5 person crew | \$ 775.00 | | \$ - |
| 1.04 | Stop Log Guide Standby Rate is: | \$ 4,191.00 | | \$ - |
| 1.05 | Stop Log Guide Materials Lump Sum | \$ 27,507.00 | 1 | \$ 27,507.00 |
| 1.06 | Stop Logs Guide Cleaning Overtime Rate is: | \$ 490.00 | | \$ - |
| 1.07 | | \$ - | | \$ - |
| 1.08 | | \$ - | | \$ - |
| 1.09 | | \$ - | | \$ - |
| 1.10 | | \$ - | | \$ - |
| *Materials and Consumables that are not included will be invoiced at cost plus: 10% | | | | |
| *Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: 10% | | | | |
| *TAXES ARE NOT INCLUDED *ADDITIONAL TERMS AND CONDITIONS APPLY | | | | |
| | | *TOTAL PRICE | \$ | 443,587.00 |
| | | *PRICING IS VALID FOR | 60 | DAYS |

Signed: *Jerry Pena* Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
 P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9002 / jpena@uccdive.com
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| | | | | |
|---|--------------------------------------|--|---------------------------------------|--------------------------|
| Page No: | 1 | UCC Proposal L-3464 Rev 1 | Date: | September 4, 2025 |
| Prepared By: | Jerry Pena | Project Title: | Sluice Gate Inspection & Measurements | |
| Submitted To: | Mr. Josh Mahon | Project Location: | St. Joe's Dam - Fort Wayne, IN | |
| Fort Wayne City Utilities 200 East Berry Street, Suite 130 Fort Wayne, IN 46802 Josh Mahon joshua.mahon@cityoffortwayne.org 260-427-1234 | Proposal Basis: | *Budgetary Price Based on Rates Below | | |
| | Personnel: UCC would provide: | Maximum # of divers in the water at a time: | | |
| | Five (5) Person Crew | One (1) | | |
| | 1 | Project Manager | | |
| | 4 | Diver Mechanic | | |

| | | | | |
|---|--|-----|----------------------|----|
| Proposed Services | Days Per Week | M-F | Work Hrs./Day | 10 |
| <p>Underwater Construction Corporation (UCC) appreciates the opportunity to offer this revised proposal to The City of Fort Wayne for the above-referenced project.</p> <p>All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910, Subpart "T" and UCC's Safe Practices Manual. UCC is a member of the Association of Diving Contractors International (ADCI).</p> <p>Sluice Gate Inspection & Measurements Rates.</p> | <p>UCC assumes City of Fort Wayne or others will provide the following to support the previously stated services:</p> <ul style="list-style-type: none"> • Operation support and red tagging of equipment, as required. • Unrestricted access to the work areas. • Any and all permitting, as required. | | | |

| | |
|---|------------------------------|
| Equipment: | |
| 2 DOT Crew Cab 1 Ton Pickup Truck 1 Mobile Dive Station - Cargo Trailer 8'x20' - 8'x23' 1 Shallow Water Dive Package 2 Dry Suit 1 Wireless Dive Radio 1 Double Diver Water Heater (Excludes Fuel) 1 Outland U/W Video System w/Audio Time/Date Console 1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 1 1 Velocity Meter/Flow Meter 1 Confined Space or Diver Extraction System with Adjust 1 Spill Guards (Each) | 1 7,000-7,500 Watt Generator |

| No. | Description | Rate | Qty. | Sub-Total |
|------|--|-------------|------|--------------|
| 1.01 | Sluice Gate Inspection Daily Rate M-F 10-hour | \$ 4,572.00 | 10 | \$ 45,720.00 |
| 1.02 | Sluice Gate Inspection Saturday Rate 10-hour | \$ 5,624.00 | | \$ - |
| 1.03 | Per Diem Rate (Non-working weekend each day if required) 5 person crew | \$ 775.00 | | \$ - |
| 1.04 | Sluice Gate Inspection Standby Rate is: | \$ 3,374.00 | | \$ - |
| 1.05 | Sluice Gate Inspection Materials Lump Sum Includes Report | \$ 4,959.00 | 1 | \$ 4,959.00 |
| 1.06 | Sluice Gate Inspection Cleaning Overtime Rate is: | \$ 421.00 | | \$ - |
| 1.07 | | \$ - | | \$ - |
| 1.08 | | \$ - | | \$ - |
| 1.09 | | \$ - | | \$ - |
| 1.10 | | \$ - | | \$ - |

| | | | | |
|---|---|------------------------------|-----------|------------------|
| *Materials and Consumables that are not included will be invoiced at cost plus: | 10% | *TOTAL PRICE | \$ | 50,679.00 |
| *Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus: | 10% | | | |
| *TAXES ARE NOT INCLUDED | *ADDITIONAL TERMS AND CONDITIONS APPLY | *PRICING IS VALID FOR | 60 | DAYS |

Signed: *Jerry Pena*

Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
 P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9002 / jpena@uccdive.com

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|----------------------|----------------------------|----------------------------------|----------------------------------|--------------------------|
| Page No: | T&C Page 1 of 2 | UCC Proposal L-3464 Rev 1 | Date: | September 4, 2025 |
| Prepared By: | Jerry Pena | Project Title: | Mob-demob / Preliminary Cleaning | |
| Submitted To: | Mr. Josh Mahon | Project Location: | St. Joe's Dam - Fort Wayne, IN | |

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1** UCC warrants that services provided by UCC will be free from defects in workmanship under conditions of normal use for a period of sixty (60) calendar days from the date of final services. UCC shall have no obligation to perform any rework unless written notice of claim is received by UCC within this warranty period.
- 2** Budgetary pricing has been based on the proposed man loading and assumed schedule. It is not to be construed, whether expressed or implied, as a firm-fixed price or a not-to-exceed value for a specific scope of services.
- 3** The Standby Day Rate will apply for delays due to factors outside of UCC's control that cause the extension of the project's operations beyond the terms included in our price.
- 4** Upon notice to proceed, UCC will issue the rates used to develop the budgetary price. Invoicing for services will be in accordance with the issued rates.
- 5** UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 6** Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours [minimum eight (8) hours] and travel expense).
- 7** Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 8** UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 9** By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 10** Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 11** Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 12** UCC understands that for this project, no specific welding code is provided and certification of divers is not required. UCC would supply crew personnel experienced in performing Class B U/W welds in accordance AWS D3.6.
- 13** If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 14** UCC's Regional Vice President and safety department will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual.
- 15** UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.

In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and ADCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.
- 16** UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 17** Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 18** Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 19** UCC is not responsible for the adequacy of the performance or design criteria required by contract documents. UCC assumes that the design and drawings provided are suitable for the intended purpose.
- 20** UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 21** Per Diem will be billed at \$ 155/day/person including non-working weekend days while on assignment. In the event the per diem rate does not adequately cover hotel/motel costs and meal allowance due to regional or seasonal price fluctuations, UCC reserves the right to invoice for hotels/motels at cost plus 10%. When this billing is necessary, UCC will also invoice for daily meal allowance at \$ 45/day/person.
- 22**

PLEASE SIGN THE LAST PAGE OF THESE TERMS AND CONDITIONS

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@uccdive.com.
By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



| | | | | |
|---------------|-----------------|---------------------------|----------------------------------|-------------------|
| Page No: | T&C Page 2 of 2 | UCC Proposal L-3464 Rev 1 | Date: | September 4, 2025 |
| Prepared By: | Jerry Pena | Project Title: | Mob-demob / Preliminary Cleaning | |
| Submitted To: | Mr. Josh Mahon | Project Location: | St. Joe's Dam - Fort Wayne, IN | |

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 23 All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.
- 24 All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/or remittance of sales tax.
- 25 Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 26 In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 27 UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
- 28 The parties consent to jurisdiction in a Michigan state court for any action hereunder, and the parties waive a trial by jury in any action hereunder.
- 29 During the inspection process if extensive abnormalities are discovered and are deemed to be documented or additional revisions are requested within the comprehensive written report as directed by the client and or site representative UCC will invoice additional time required as necessary per the price schedule proposed herein. Such conditions will be communicated in advance to the client.
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- 40
- 41
- 42
- 43
- 44

Signed: _____ Date: _____

Billing Address: _____

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (269) 429-6579, or PDF via email to MIContracts@uccdive.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

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Interoffice Memo

Date: October 20, 2025
To: Common Council Members
From: Eric Ruppert, City Utilities Engineering
RE: St Joe Dam Improvements – Stop Log Guide Installation and Sluice Gate Inspection
W.O. # 67473

Eric Ruppert
10/29/2025

Council District # N/A – At St Joe Dam

The contract shall furnish all labor, insurance, equipment, and materials for the completion of the project. The work is generally described as the installation of Owner supplied stop logs guides for three (3) sets of exterior stop logs, one (1) set of interior stop logs and inspection of all six (6) sluice gates at St Joe Dam.

Implications of not being approved: The St. Joseph Dam gates have reached the end of their useful life and are now ready for replacement.

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

The project was advertised to contractors through the City's Purchasing Department and QuestCDN.

The contract for Resolution # 67473, was awarded to Underwater Construction Corporation for \$587,640.00 was the lowest responsive bidder of the three bidders.

The cost of said project funded by City Utilities Water Revenue

Council Introduction Date: November 04, 2025

CC: Matthew Wirtz
Jill Helfrich
File

BILL NO. S-25-11-12

REPORT OF COMMITTEE ON CITY UTILITIES

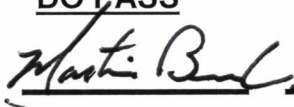
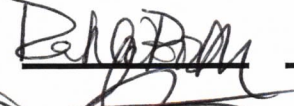


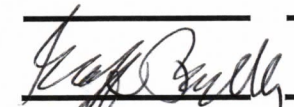
November 25, 2025

Paul Ensley Chair
Scott Myers Co-Chair
All Council Members

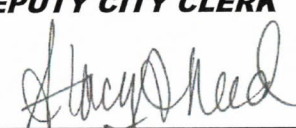
An Ordinance approving Service Agreement – St Joe Dam Improvement Services – WO# 67473 – between Underwater Construction Corporation and the City of Fort Wayne, Indiana, by and through its Purchasing Department

Involving a total cost of \$587,640.00

COMMITTEE ON CITY UTILITIES 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>BENDER</u> |  | | |
| <u>BOOKER</u> |  | | |
| <u>CHAMBERS</u> | | | |
| <u>ENSLEY</u> |  | | |
| <u>FREISTROFFER</u> |  | | |
| <u>HARTMAN</u> | | | |
| <u>JEHL</u> | | | |
| <u>MYERS</u> | | | |
| <u>PADDOCK</u> |  | | |

STACY REED
DEPUTY CITY CLERK



Public Hearing Date: N/A

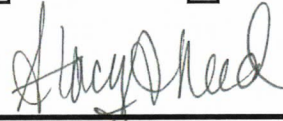
Read the first time in full and on motion by Councilperson Ensley.

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

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

| <u>TOTAL VOTES</u> | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> |
|--------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| BENDER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BOOKER | <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"/> |
| 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"/> |
| HARTMAN | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| JEHL | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| MYERS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| PADDOCK | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DATED: November 25, 2025

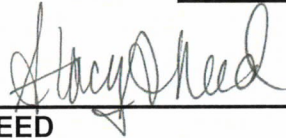


STACY REED, DEPUTY CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-25-11-12 on the 25th day of November, 2025

ATTEST:

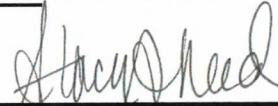


STACY REED
DEPUTY CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th of November 2025, at the hour of 8:55 o'clock A.M. E.S.T.



STACY REED, DEPUTY CITY CLERK

Approved and signed by me this 1st day of December 2025, at the hour of 2:45 o'clock P.M. E.S.T.


SHARON TUCKER, MAYOR