

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted: 04/11/2014

Meeting Date: 04/21/2014

Contact Information:

Requested by: Rick Littleton – DPW Superintendent

On Behalf of Organization or Individual: DPW

Telephone: 317-736-3640

Email address: rlittleton@franklin.in.gov

Mailing Address: 796 S. State Street

Describe Request:

Request Approval of Professional Engineering Services Agreement for WWTP SCADA System Improvements

List Supporting Documentation Provided:

Professional Engineering Services Agreement with Wessler Engineering

Who will present the request?

Name: Rick Littleton

Telephone: 317-736-3640

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

April 7, 2014

Mr. Rick Littleton, Superintendent
Department of Public Works
796 South State Street
Franklin, IN 46131

Re: Proposal for Professional Engineering Services
WWTP SCADA System Improvements

Dear Mr. Littleton:

Wessler Engineering, Inc. (Engineer) is pleased to present this proposal to the City of Franklin (Owner) to provide Professional Services associated with the Wastewater Treatment Plant (WWTP) SCADA System Improvements (Project).

I. DESCRIPTION OF PROPOSED PROJECT

The existing SCADA system at the WWTP was installed in the mid-1990's, with periodic additions and partial upgrades occurring since then. Much of the original equipment and components still exist, some of which are no longer operable and replacement parts are obsolete or difficult to obtain. The plant also experiences frequent lightning strikes which sometimes interrupts or damages components of the SCADA system. The overall system is in need of evaluation for replacement and updating.

II. SCOPE OF BASIC SERVICES

- A. Study Phase - Evaluate alternative network components and estimate costs to replace the existing SCADA system with new components, telemetry/communication system, and updated programming and software for a more reliable, consistent, and modernized plant-wide control and monitoring system. The Study Phase will include the following:
1. Review existing system overview and current system components;
 - a. Network description and components;
 - b. Network diagram;
 2. Evaluate new graphics software – Wonderware, iFIX, others
 - a. List advantages and disadvantages of each;
 - b. Estimate cost of each;
 3. Evaluate other software requirements, such as security, alarming, and reporting.
 4. Evaluate a new fiber optic cable telemetry system;
 - a. List advantages and disadvantages;
 - b. Develop network diagram;
 - c. Estimate cost;
 5. Evaluate main PLC system upgrades to replace aging PLC's with no spare parts and user interfaces which are no longer functional. Evaluate latest technologies and consider availability of parts and service;

6. For locations throughout the WWTP, compare remote PLC's to remote I/O, advantages/disadvantages and estimated costs
7. Evaluate phasing of SCADA system upgrades to minimize downtime and interruptions of plant operations.
8. Summarize the results of the evaluation in a bound report which will include the following:
 - a. Description of the need and purpose for the Project.
 - b. Description of the current situation and alternatives evaluated.
 - c. Description of the improvements needed, based on prioritization of need and associated estimated costs.
 - d. Conclusion and recommendations.
 - e. Preliminary opinion of budgetary project costs.
 - f. Anticipated project schedule.
 - g. Include applicable figures and exhibits, including WWTP site plan, proposed network diagram, sample SCADA screens, equipment cutsheets, etc.
9. Attend one (1) site visit to view and gather information on existing SCADA system components, and attend one (1) review meeting with the Owner to review the draft report.
10. Following Owner's review of the draft report, incorporate the comments into a final report and submit five (5) copies of the report to the Owner.

III. ADDITIONAL SERVICES

- A. Services resulting from significant changes in the scope, extent, or character of the portions of the Project prepared by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, and revising previously accepted Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the preparation of such documents or due to any other causes beyond Engineer's control.
- B. Furnishing services of Engineer's Consultants for other than Basic Engineering Services.
- C. Owner requested revisions to the Engineer's work following previous approval, acceptance, or concurrence of that work by the Owner.
- D. The evaluation of alternatives, means, or methods to determine options or ways to reduce costs after prior Owner approval of the Project, or beyond those described in Basic Engineering Services.
- E. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner when existing drawings are incomplete or not available.
- F. Services required as a result of Owner's providing incomplete or incorrect project information to Engineer, including incomplete or inaccurate record drawings.

- G. Engineering services related to “green” design, sustainable design, or to achieve any level of USGBC LEED certification.
- H. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- I. Special project insurance requirements and associated premiums beyond that provided in the aforementioned Basic Services fee or in excess of that currently maintained by Engineer.
- J. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- K. Providing assistance with Environmental Assessments, archeological reconnaissance, and environmental reviews performed by others, and/or in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

IV. COMPENSATION

- A. In accordance with the terms and conditions enumerated herein, the Engineer shall provide the professional services as described in “Article II.A – Study Phase” for which the Owner shall compensate the Engineer based upon a Lump Sum Fee of **\$7,800.00** (Seven Thousand Eight Hundred and 00/100 dollars).
- B. Compensation for Additional Engineering Services shall be on the basis of the Engineer’s current Hourly Rate and Reimbursable Expense Schedule. A copy of the 2014 Hourly Rate and Reimbursement Expense Schedule is included as Attachment No. 2. No additional charges for Additional Services shall be incurred without written approval of Owner.

V. SCHEDULE

The draft Report shall be completed and submitted to Owner for review within 60 days from the Notice to Proceed. The final Report shall be completed and submitted to Owner within two (2) weeks of receipt of Owner’s review comments.

VI. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions are included as Attachment No. 1. Attachments No. 2, 3, 4, 5 and 6 are a material part of this Agreement and are specifically incorporated herein. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement. A telecopied or facsimile signature shall be equivalent to and as binding as an original signature.

We are pleased to present this Proposal for your consideration. If this Proposal meets with your approval, it will become an Engineering Agreement by signing in the space provided below, and will serve as our written Notice to Proceed upon the signature date. Please return one fully executed copy to us for our file and record. If you have any questions, please do not hesitate to contact us.

ENGINEER
WESSLER ENGINEERING, INC.

OWNER
CITY OF FRANKLIN, INDIANA



Brent A. Siebenthal
President

Honorable Joe McGuinness, Chairman
Board of Public Works & Safety

Attest: 

Gary L. Ruston
Senior Project Manager

Attest: _____

Janet P. Alexander, Clerk-Treasurer

Date: _____, 2014

ADDRESS FOR GIVING NOTICE:

Wessler Engineering, Inc.
6219 S. East Street
Indianapolis, IN 46227

glr:Proposals\P2477

ADDRESS FOR GIVING NOTICE:

City of Franklin
Department of Public Works
796 South State Street
Franklin, Indiana 46131

Attachments: No. 1 - Standard Terms and Conditions
No. 2 - 2014 Hourly Rate and Reimbursable Expense Schedule
No. 3 - E-Verify Affidavit
No. 4 - Indiana Iran Investment Certification
No. 5 - City of Franklin Affidavit
No. 6 - Certification of Compliance with Applicable Law

ATTACHMENT NO. 1

STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

4. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses.

Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

5. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

6. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is

unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

7. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer shall become the property of Owner.

D. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Owner's requirements specified at the time of execution of the Agreement. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

E. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

F. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

G. The Hold Harmless, Indemnification, and Insurance requirements as set forth in Attachment No. 5 are specifically incorporated herein.

9. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services or terminate the Agreement as set forth above. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

ATTACHMENT NO. 2 2014 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

| <u>Position</u> | <u>Hourly Rate*</u> |
|--|---------------------|
| Principal Engineer | \$185.00 |
| Senior Project Manager/Senior Project Engineer | \$175.00 |
| Project Manager/Project Engineer III | \$140.00 |
| Survey Manager | \$125.00 |
| Assistant Project Manager/Project Engineer II | \$115.00 |
| Project Engineer I | \$105.00 |
| Field Services Manager | \$100.00 |
| Designer | \$100.00 |
| Engineer | \$90.00 |
| Operations Specialist | \$90.00 |
| Environmental Scientist II | \$90.00 |
| Environmental Scientist | \$75.00 |
| Technician IV/Senior Resident Project Representative | \$90.00 |
| Technician III/Resident Project Representative III | \$80.00 |
| Technician II/Resident Project Representative II | \$70.00 |
| Technician I/Resident Project Representative I | \$60.00 |
| Survey Crew Manager | \$85.00 |
| Survey Crew Chief | \$70.00 |
| Project Secretary | \$60.00 |

Reimbursable Expenses shall be charged as follows.

| <u>Item and Unit</u> | <u>Unit Cost</u> |
|--|--|
| Mileage (per mile) | At current IRS published rate at time of expense |
| Copies: (each) Black & White | 8.5"x11" or 11"x17" \$0.12 |
| | 24"x36" \$1.00 |
| Color | 8.5"x11" \$0.20 |
| | 11"x17" \$0.40 |
| Plots: (each) | 24"x36" (Mylar) \$5.50 |
| | 24"x36" (Bond) \$1.00 |
| | 12"x18" (Bond) \$0.50 |
| GPS Survey Equipment/Robotic Total Station/Pole Camera | \$15.00 per hour |
| Postage/shipping/freight, Long distance telephone and fax, Lodging and Per Diems | At Cost |
| Subcontractor/Subconsultant fees | Cost + 10% |

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

This Schedule is subject to change

revised January 1, 2014

ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Brent A. Siebenthal

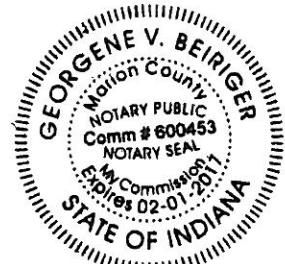
(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION



Subscribed and sworn to before me this 28th day of NOVEMBER, 2011.

My commission expires: February 1, 2017 (Signed) 

Residing in Marion County, State of Indiana

ATTACHMENT NO. 4

INDIANA IRAN INVESTMENT CERTIFICATION

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By: 

Brent A. Siebenthal, P.E.

President

This is **Appendix 1**, consisting of
7 pages, dated February 12, 2014

Indemnification

To the fullest extent permitted by law, Engineer shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Professional Services provided under this Agreement by the Engineer or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Engineer, its employees or agents, whether active or passive. The Engineer's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force.

Insurance

- A. ENGINEER shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from ENGINEER'S operations under this Agreement, whether such operations be by ENGINEER or by any SUB-CONSULTANTS or by anyone directly or indirectly employed by any or all of them, or by anyone for whose acts any of them maybe liable.:

| <u>Coverage</u> | <u>Limits</u> |
|---|----------------------------|
| Workmen's Compensation & Disability | Statutory Requirements |
| Employer's Liability Bodily Injury by Accident | \$500,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$500,000 each employee |
| Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury; property damage, contractual liability, products-completed operations | \$1,000,000 |

This is **Appendix 1**, consisting of
7 pages, dated February 12, 2014.

| | |
|--|---|
| General Aggregate Limit (other than Products/Completed Operations | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Fire Damage (any one fire) | \$ 50,000 |
| Medical Expense Limit (any one person) Comprehensive Auto Liability (single limit, owned, hired and non-owned) Bodily injury and property damage | \$ 5,000 \$1,000,000 each accident |
| Umbrella Excess Liability | \$1,000,000 \$2,000,000 each occurrence and |

This is **Appendix 1**, consisting of
7 pages, dated February 12, 2014.

The Deductible on the Umbrella Liability \$ 10,000 shall not
be more than

B. ENGINEER'S comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability insurance as applicable to any hold-harmless agreements.
3. Completed operations and products; which also must be maintained for a minimum period of two years after final payment and ENGINEER shall continue to provide evidence of such coverage to city on an annual basis during the aforementioned period; and
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury;
6. Independent Engineers.

C. With the prior written approval of CITY, ENGINEER may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

D. Certificates of Insurance, naming the City of Franklin as an "additional insured", showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) days prior written notice has been received by CITY.

CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAW

The undersigned, in consideration of contracting with and/or entering into agreements with the City of Franklin, a governmental entity, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental entity and is deemed valuable consideration in entering into a contract with the City of Franklin. The undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Franklin in the event it has failed to comply with this certification. In such event, the City of Franklin may immediately terminate any and all contracts with the undersigned. Compliance with all applicable State and Federal laws shall include, but is not limited to, the following:

- a. Execution of Non-Collusion Affidavits to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable wage scale provisions as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law. Specifically, the undersigned declares under penalty of perjury that as a term of doing business with the City of Franklin that they have enrolled in and verify the work eligibility status of newly hired employees through the E-verify program and that by their signature below they do not knowingly apply unauthorized aliens.

Furthermore, the undersigned certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.

Additionally, the undersigned certifies that they/it are not aware of any relationship between the City of Franklin and the undersigned, its agents, employees or assigns which violates Indiana's anti-nepotism laws.

I HEREBY SWEAR AND AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL OF WHICH IS SWORN TO THIS 9th DAY OF APRIL, 2014.

WESSLER ENGINEERING, INC.



Brent A. Siebenthal, President