

1316 COUNTY-CITY BUILDING
127 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9173
TDD 574/ 235-5567

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

January 12, 2009

Mr. Christopher Kline and Michael Lancioni
JFNew
708 Roosevelt Road
Walkerton, Indiana 46574

RE: Professional Services Agreement – Green/Low Impact Development Training and Consulting Services for CSO's

Dear Mr. Kline & Mr. Lancioni:

The Board of Public Works, at its meeting held on January 12, 2009, approved the above referenced Professional Services Agreement in the amount of \$79,500.00.

Enclosed is a copy of the Agreement for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

Linda M. Martin, Clerk

Enclosure

c: Gary Gilot, Department of Engineering

PROFESSIONAL SERVICES AGREEMENT

This Services Agreement is made this 25th day of November 2008 by and between JFNew and City of South Bend, Indiana ("Client") of the following address:

City of South Bend, Indiana
1316 County-City Building
South Bend, IN 46601

Attn: Gary Gilot
Phone: 574-235-5923
Fax: 574-235-9171

JFNew has set up Project Number **0811208.00** to perform the following services. Please refer to this Project Number on all correspondence and remittances pertaining to this project. All notices, inquiries, and instructions should be directed to JFNew's project manager.

1. The services to be provided by JFNew pertain to on-call services for the City of South Bend in St. Joseph County, Indiana (the "Site"). In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

2. Services.

- A. Training program. JFNew will provide a training program on low impact development (LID)/green infrastructure principles and design techniques. The program will be targeted to engineers, consultants and design professionals. The program will provide an overview of LID techniques and include multiple case studies focusing on lessons learned and successful, real world applications of LID practices. LID's goal is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to its source. Our training will focus on how to identify when green infrastructure is appropriate for a project and what options exist. We will provide biological and native vegetation training to allow specifiers and designers to design projects that are successful in meeting project objectives.

Course material will also include sample design and cost parameters for various LID applications. The training program will consist of one day (8 hr classroom) seminar for up to 30 people. Fixed fee includes all course material, lunch and beverage service. Client will provide meeting space suitable for program or we can host the training at our JFNew conference center at our nursery at no additional charge.

Fixed Fee \$9,500.00

- B. Training program – maintenance. JFNew will provide a training program for City staff/contract employees on the maintenance and care of low impact development (LID)/green infrastructure projects. The program will be targeted to city and contractor landscape managers and staff. Course will include 4 hour class room introduction to LID principles and applications and 4 hour field orientation showing practical field techniques for managing and maintaining LID projects. Course will be held at JFNew Conference Center in Walkerton, IN which includes multiple examples of LID projects (rain gardens, constructed wetlands, swales.) Fixed fee includes course material, lunch and beverage service for up to 30 people.

Fixed Fee \$9,500.00

- C. Best Management Practice Pamphlets. JFNew will prepare pamphlets on Best Management Practices utilizing low impact development principles. Pamphlets will be targeted for private landholders and address actions they may take on private land to help with storm water issues. Cost includes all production, layout and design costs as well as printing 500 copies. Price assumes standard tri-fold 8 ½" x 11" pamphlets on heavy stock paper.

Fixed Fee \$1,750.00 per pamphlet topic.

(Six to eight topics recommended, including: rain gardens, swale, riparian buffer, constructed wetlands, capture/reuse, infiltration techniques, planters, pervious pavement)

- D. Consulting. JFNew will review projects proposed by city consultants for inclusion of green infrastructure Best Management Practices. These projects may include stormwater and wastewater projects being implemented pursuant to South Bend's Long Term CSO Control Plan.

Standard Hourly Rates Plus Expenses Not to Exceed: \$50,000.00

(See attached for terms and conditions and authorization)

3. Terms and Conditions

3.1. Compensation for Services. JFNew will submit monthly invoices for partial completion of services. Payment from the Client will be due within 30 days of JFNew's invoice, and account balances outstanding after 30 days will be assessed a finance charge of 1.5% per month (18% per year). JFNew will stop work if account balances become 60 days overdue. Invoices not paid within 120 days will be referred for collection and the Client will be responsible for all expenses incurred by JFNew in the collection, including attorney fees.

3.2. Services Outside Scope of Agreement. Services not set forth or listed in this Agreement are specifically excluded from the scope of services. If circumstances or conditions that were not originally contemplated by or known to JFNew are revealed, to the extent they affect the scope of services, JFNew may call for renegotiation of appropriate portions of this Agreement. JFNew will provide additional services outside of those described in Section 2, upon written approval from the Client or upon verbal approval from Client followed by a confirmation letter from JFNew. These additional services will be outside the scope of this Agreement and will be billed to the Client at JFNew's standard hourly rates plus expenses.

3.3. Standard Hourly Rates. Rates are subject to change.

President/Vice President	\$135.00 - \$200.00/hr
Regional Manager	\$110.00 - \$150.00/hr
Senior Water Resource Engineer	\$120.00 - \$150.00/hr
Unit Manager	\$90.00 - \$110.00/hr
Senior Ecological Resource Specialist 3	\$80.00 - \$120.00/hr
Ecological Resource Specialist 2	\$65.00 - \$85.00/hr
Ecological Resource Specialist 1	\$60.00 - \$70.00/hr
Operations Coordinator	\$70.00 - \$85.00/hr
Water Resource Engineer	\$80.00 - \$100.00/hr
AutoCAD/GIS	\$65.00 - \$85.00/hr
Field Technician	\$40.00 - \$60.00/hr
Project Technician	\$60.00 - \$65.00/hr
Clerical	\$55.00 - \$60.00/hr

Expert Witness Rate	1.5 times standard hourly rate
Direct Expenses	1.10 times direct cost
Mileage (car)/(truck)	\$1.00/mile, portal to portal
Mileage (truck with trailer)	\$1.25/mile, portal to portal
GPS Unit	\$150.00/day
Fish Shock Boat	\$150.00/day
Tractor	\$200.00/day
No Till Seed Drill	\$200.00/day
Fire Pumping Equipment or Mower	\$50.00/day
Fire Hand Tools	\$25.00/person/day
Survey Equipment	\$50.00/day
Field Sprayer (25-200 gal)	\$30.00/day
Power Rake	\$100.00/day
ATV or Boat/Motor/Trailer	\$75.00/day
Chain saw, gas auger or gas pump	\$25.00/day

3.4. Representation and Opinions. JFNew represents that all Services provided by its members, employees, agents and representatives are performed in a professional manner in accordance with sound consulting and engineering practices and procedures. Mitigation and ecological restoration have inherent risks. JFNew does not represent and therefore is not responsible or liable for meeting permit and/or mitigation requirements for reasons including, but not limited to, regional hydrology changes; influences by nearby construction or excavation; mowing by others; unknown site characteristics; predation by animals, birds or insects; abnormal rainfall rates and/or acts of God.

All regulatory determinations, including, but not limited to, wetland delineations, hydrologic models and mitigation plans associated with permit applications, are subject to review and concurrence by the appropriate state, federal, and/or local governmental agencies. Except as stated in this paragraph, there are no other representations expressed or implied regarding JFNew's Services.

3.5. Opinions of Probable Cost. In providing opinions of probable cost, Client understands JFNew has no control over the cost or availability of labor, equipment, materials, or market conditions on JFNew's method of pricing and that JFNew's opinions of probable cost are made on the basis of JFNew's professional judgment and experience. JFNew makes no warranty, expressed or implied that the costs will not vary from the opinion of probable cost.

3.6. Access. Client shall arrange for access to and shall make all necessary provisions for JFNew to enter upon public and private property as required by JFNew for JFNew to perform the Services required under this Agreement. Although JFNew will exercise reasonable care in performing its Services, Client understands that performing some services may unavoidably cause minor disturbance to the Site, the correction of which is not part of this Agreement.

3.7. Limited Liability. JFNew shall have the first and primary right to remedy any errors, omissions or defective workmanship. JFNew shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that Client's sole remedy against JFNew is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. JFNew is not responsible for errors which result from faulty or incomplete information supplied to JFNew by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against JFNew or its subcontractors no later than one year after completion of Services.

3.8. Indemnification. JFNew agrees to indemnify and hold harmless Client and all of its officers, directors and employees against claims, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, (including reasonable attorneys' fees) which result from any act or omission constituting gross negligence, willful misconduct or breach of fiduciary duty by any manager, agent or employee of JFNew in connection with JFNew's performance under this Agreement.

Client agrees to indemnify and hold harmless JFNew and all of its managers, employees, agents, and other representatives ("Indemnitee") against costs, losses, liabilities, expenses (including reasonable attorneys' fees), and amounts paid in settlement actually incurred in connection with third party claims against any Indemnitee (collectively, "Losses") which result from any act or omission constituting negligence, misconduct, or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, unless such Losses are covered by insurance, in which event JFNew shall be indemnified only to the extent of any uninsured Losses.

It is intended by the parties of this agreement that JFNew's services in connection with the project shall not subject JFNew's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and not withstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against JFNew, an Indiana corporation, and not against any of JFNew's individual employees, officers or directors.

3.9. Force Majeure. Neither party shall be liable to the other for any costs or damages due to causes beyond its control, expressly including weather conditions. Extensions of the performance schedule (if any) shall be deemed to be automatically granted in the case of delays beyond the control of JFNew.



3.10. Instruments of Service. All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by JFNew pursuant to this Agreement are instruments of service in respect to this Project, and JFNew shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this Project, on any other project, or for completions of this Project should this Agreement be terminated, nor may such documents be so reused without the express written consent of JFNew. Any reuse or modification of such documents without the consent of JFNew will be at Client's sole risk and without liability to JFNew, and Client shall indemnify and hold JFNew harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

3.11. Governing Law; Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. At JFNew's election, Client hereby submits to the exclusive jurisdiction and venue of any court (federal, state or local) having situs within the County of St. Joseph, State of Indiana, expressly waives personal service of process and consents to service by certified mail, postage prepaid, directed to the last known address of Client. Client hereby waives any objection to improper venue, forum non conveniens and trial by jury.

3.12. Client Disclosure and Lawfulness. Client agrees to disclose to JFNew all pertinent information relative to the project including surveys, data, and instructions, past reports or correspondence and to work within the natural resource laws relative to project activities on which JFNew is consulting. JFNew may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.

3.13. Construction Observation. If JFNew is not contracted for Construction Observation services associated with design services, it is understood and agreed that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation and the Client waives any claims against JFNew that may be in any way connected thereto.

3.14. Jobsite Safety. Neither the professional activities of JFNew, nor the presence of JFNew's employees and subconsultants, if any, at the project/construction site, shall relieve the General Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required. JFNew has no authority to exercise any control over any construction contractors or its employees in connection with their work or any health or safety program procedures. Client also agrees that JFNew shall be indemnified by all other associated contractors for obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required.

3.15. Termination. This Agreement may be terminated by either party upon 14 days written notice. The Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.

3.16. Assignment. This Agreement is binding upon and inures to the benefit of the respective parties hereto, their legal representatives, successors, and assigns. Neither JFNew nor the Client may assign, sublet, or transfer its interests in this Agreement without first obtaining the written consent of the other.

3.17. Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services as set forth in this Agreement.

3.18. Authorization. All signatories represent they are duly authorized to execute this Agreement.

This agreement represents the entire understanding of parties in respect to projects and can only be modified in writing signed by both parties. Please advise JFNew immediately in writing if any terms of this agreement need to be altered. This agreement is valid for a period of one calendar year from the date of acceptance.

By: Christopher R. Kline

By: Michael Lancioni

Christopher Kline, Regional Manager
(Printed Name and Title)

Michael Lancioni, Vice-President Sales
(Printed Name and Title)

Date: November 24, 2008

APPROVED
Board of Public Works
By: _____

JAN 22 2009
Scott J. Smith
(Printed Name and Title)
Scott J. Smith

Date: _____

JFNA Project # 0811208.00

Please Sign and Return One Copy



708 Roosevelt Road
Walkerton, Indiana 46574
Phone: 574-586-3400
Fax: 574-586-3446

Chris Kline
Regional Manager
ckline@jfnew.com

Lori Kaplan
Business Development
Manager
lkaplan@jfnew.com
Corporate Office:
Walkerton, Indiana

Chicago, Illinois

Indianapolis, Indiana

Ann Arbor, Michigan

Grand Haven, Michigan

Cincinnati, Ohio

Madison, Wisconsin

Native Plant Nursery:
Walkerton, Indiana

www.jfnew.com

RECEIVED
NOV 26 2008
ENCLOSURE

November 25, 2008

Gary Gilot
City of South Bend, Indiana
1316 County-City Building
South Bend, IN 46601

Re: City of South Bend – LID Training and Consulting

Dear Mr. Gilot:

Pursuant to recent discussions with Will Ditzler and Lori Kaplan, JFNew appreciates this opportunity to provide you the attached Professional Services Agreement for green/low impact development training and consulting services for the City of South Bend. Our scope of services is explained in more detail within the attached Agreement. The proposed scope is based on our interpretation of your needs and can be modified at your request. Additionally, this proposal is on our standard services agreement format but can obviously be modified into whatever contracting method you use.

Please contact me or Will if you have any questions. We appreciate your consideration of this proposal and your innovative and progressive ideas within your work for the City of South Bend. Thank you and we hope to be of service to the City of South Bend.

Sincerely,

Christopher R. Kline
Christopher Kline
Regional Manager

Lori F. Kaplan
Lori Kaplan
Business Development Manager

Enclosure
JFNew Project 0811208.00

1316 COUNTY-CITY BUILDING
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CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

February 9, 2009

Mr. Scott Girman
Greeley & Hansen
6600 Intech Boulevard, Suite 180
Indianapolis, Indiana 46278

RE: Addendum 4 – CSO Long Term Control Plan – Continuing Negotiations with EPA and
Development of Final LTCP.

Dear Mr. Girman:

The Board of Public Works, at its meeting held on February 9, 2009, approved the above
referenced Addendum No. 4 in the amount of \$134,000.00.

Enclosed is a copy of the Addendum for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

Linda M. Martin, Clerk

Enclosure

c: Jack Dillon, Environmental Services

AMENDMENT NO. 4
to
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
between the
CITY OF SOUTH BEND, INDIANA
and
GREELEY AND HANSEN

This AMENDMENT NO. 4 is made on the 9th day of February in the year 2009, to modify the AGREEMENT dated February 13, 2006 between the City of South Bend, CITY, and Greeley and Hansen LLC, a Limited Liability Company, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4003, and a regional office at 6640 Intech Blvd Ste 180, Indianapolis, Indiana 46278, ENGINEER, for engineering services in connection with the tasks required to develop the CSO Long Term Control Plan, the PROJECT.

This AGREEMENT is hereby amended as follows:

1. The Scope of Additional Engineering Services shall be added to the AGREEMENT as described in Exhibit A-4, attached as part of this AMENDMENT NO. 4.
2. Estimated Compensation for Engineering Services summarized on Exhibit B-4 shall be added to the AGREEMENT, attached as part of this AMENDMENT NO. 4.
3. All other provisions of, and Exhibits to, the AGREEMENT in force prior to the effective date of this AMENDMENT NO. 4 shall remain in full force and effect.
4. The method of compensation for Basic Services shall be similar to that described in Paragraph A or Article III for Basic Services except that the factor to cover overhead and profit shall be 3.22.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 4 to the AGREEMENT to be executed by their duly authorized officers and partners the day and year first above written.

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS
Board of Public Works

GREELEY AND HANSEN

FEB 05 2009

Paul J. Vogel
Paul J. Vogel
Managing Director

Attest: _____
Linda M. Martin
Clerk

Scott Girman
Scott Girman
Associate

EXHIBIT A-4

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN

SCOPE OF BASIC ENGINEERING SERVICES

January 2009

SCOPE OF SERVICES

This amendment includes tasks required to work with regulatory agencies to finalize the LTCP (through December 2009), CSOnet assistance, and river crossing report review and modeling.

1. LTCP - Regulatory Agency Participation

- 1.1. Attend/participate in teleconferences and planning meetings with South Bend and the City's financial and legal counsel to review results and revise strategies.
- 1.2. Prepare for and attend up to four (4) meetings or teleconferences with DOJ, EPA and IDEM.
- 1.3. Respond to DOJ/EPA/IDEM comments and information requests.
- 1.4. Assist the City in prioritizing Phase 1 and Phase 2 LTCP projects.

2. CSOnet Assistance

- 2.1. Prepare for and attend up to three (3) meetings about CSOnet control valves.
- 2.2. Develop a prioritized list of control valve locations on throttle lines to optimize discharges to the interceptor and to retain flow in the trunk sewers.
- 2.3. Use the XP-SWMM model to simulate the impact of the throttle line control valves on the combined sewer system.

3. River Crossing Report Review and Modeling

- 3.1. Review "Feasibility of Eliminating or Reducing River Crossing" report and provide comments.
- 3.2. Use the XP-SWMM model to simulate two river crossing alternatives.

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CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

March 23, 2009

Mr. Christopher Kline
JFNew
708 Roosevelt Road
Walkerton, Indiana 46574

RE: Professional Services Agreement Addendum -- Consulting Scope of Services for CSO
Long Term Control Plan

Dear Mr. Kline:

The Board of Public Works, at its meeting held on March 23, 2009, approved the above referenced Professional Services Agreement Addendum, clarifying the scope of services of the original contract, at a cost not to exceed \$47,000.00.

Enclosed is a copy of the Addendum for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

Linda M. Martin, Clerk

Enclosure

c: Gary Gilot, Public Works
Patrick Henthorn, Engineering

PROFESSIONAL SERVICES AGREEMENT ADDENDUM

This Services Agreement Addendum is made this 5th day of March, 2009 by and between JFNew and City of South Bend, Indiana ("Client") of the following address:

City of South Bend, Indiana
1316 County-City Building
South Bend, IN 46601

Attn: Gary Gilot
Phone: 574-235-5923
Fax: 574-235-9171

Please indicate your agreement with this addendum by signing at the space indicated below.

1. Consulting Services Detail

- A. Code and Ordinance Review. JFNew will evaluate City of South Bend Codes and Ordinances to identify any potential concerns with regard to implementing Low Impact Development practices. This critical first step is necessary in order to accurately review and comment on CSO and other projects under Task B below. JFNew will complete the Code and Ordinance Worksheet (COW) created by the Center for Watershed Protection. (see attachment). In order for the worksheet to be accurately completed, JFNew will require the assistance and cooperation of key City planning and engineering staff. JFNew will provide a written summary of worksheet findings.

Standard Hourly Rates Plus Expenses Not To Exceed: \$4,000.00

- B. Project Review. JFNew will review projects proposed by the City of South Bend to identify opportunities for incorporating Low Impact Development techniques. These projects may include storm water and wastewater projects being implemented pursuant South Bend's long term CSO control plan. The purpose of LID is to mimic the natural water cycle of the landscape, reducing the negative impacts of storm water runoff pollution on streams and rivers. During the review process, JFNew will determine if the projects are meeting the objectives of the following basic LID strategies:

Conserve Resources - At the watershed, subdivision, project, and individual lot level, retain natural resources (trees, water, wetlands), drainage patterns, topography and soils whenever possible.

Minimize impact - At all levels, attempt to minimize the impact of construction and development on natural hydrologic cycles and ecological systems by conserving native vegetation, reducing grading and clearing, and decreasing impervious surfaces.

Optimize water infiltration - To the maximum extent practicable, slow runoff and encourage more infiltration and contact time with the landscape by retaining natural drainage patterns, reducing channelization, using vegetative swales, lengthening flow paths and flattening slopes.

Create areas for local storage and treatment - Rather than centralizing stormwater storage, distribute storage across the landscape, adjacent to areas of flow. Use small-scale best management practices (BMPs) such as raingardens and swales which allow for collection, retention, storage, infiltration, and filtering on-site.

Build capacity for maintenance - Develop reliable, long term maintenance programs with clear and enforceable guidelines. Educate homeowners, management companies, and local government staff on the operation and maintenance all practices, and about protecting water quality.

1516 COUNTY CITY BUILDING
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CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

July 13, 2009

Ms. Carrie Turner
LimnoTech
501 Avis Drive
Ann Arbor, Michigan 48108

RE: Professional Services Agreement – Water Quality Engineering Services for CSO LTCP Update

Dear Ms. Turner:

The Board of Public Works, at its meeting held on July 13, 2009, approved the above referenced Professional Services Agreement in an amount not to exceed \$10,000.00.

Enclosed is a copy of the Agreement for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,


Linda M. Martin, Clerk

Enclosure

c: Jack Dillon, Engineering

**Agreement for Professional Services
LimnoTech**

Date: June 29, 2009

This agreement is between the Client:

City of South Bend
3113 Riverside Drive
South Bend, Indiana 46628

and Consultant:

LimnoTech
501 Avis Drive
Ann Arbor, MI 48108

Client authorizes LimnoTech to proceed with the scope of work described in the June 30, 2009 letter proposal from Carrie Turner to Dr. John Dillon. Execution of this agreement or the issuance of any other written authorization will indicate acceptance of this agreement. The Terms and Conditions from the original contract are still applicable.

City of South Bend:

LimnoTech:

Authorized Signature

Carrie Turner

Authorized Signature

Title

Senior Project Engineer

Title

Date

June 30, 2009

Date

APPROVED
Board of Public Works

JUL 1 3 2009
[Handwritten signatures]

June 30, 2009

John J. Dillon, Ph.D.
Director, Division of Environmental Services
City of South Bend
3113 Riverside Drive
South Bend, Indiana 46628

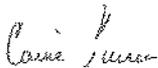
Re: Professional Engineering Services for the Combined Sewer Overflow Long-term Control Plan

Dear Jack,

This letter is a proposal to extend the agreement for LimnoTech's professional engineering services to assist the City in updating the long-term control plan (LTCP) for combined sewer overflows (CSOs) and to amend the existing contract by an additional \$10,000. The original scope of work and an updated budget are enclosed. The purpose of this contract extension is to provide technical support needed to satisfy federal and state requirements associated with the control of CSOs (Task 1 of the original scope of work), such as assisting the City in responding to EPA's 308 Request for additional sampling.

We will perform the services identified in this letter proposal on a time and materials basis for a cost not to exceed \$10,000. If you need more information, please contact me at (734) 332-1200. We look forward to continuing to assist the City in meeting their CSO control objectives.

Sincerely,
Limno-Tech, Inc.



Carrie Turner, P.E.
Senior Project Engineer

Enclosure

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**Between
CITY OF SOUTH BEND, INDIANA
and
LIMNO-TECH, INC. (LTI)**

**SCOPE OF BASIC ENGINEERING SERVICES
WATER QUALITY SUPPORT FOR CSO LTCP UPDATE FOR THE CITY OF
SOUTH BEND, IN**

Limno-Tech, Inc. (LTI) will provide continued professional engineering services in connection with the requirements of the update of the long-term control plan (LTCP) for the City of South Bend's combined sewer overflows (CSOs). This update is being required in response to regulatory requirements identified by U.S. EPA Region 5 and the Department of Justice. LTI's services will include the following tasks:

TASK 1. MULTI-AGENCY REGULATORY SUPPORT

The purpose of this task is to assist the City in ensuring that the proposed work will meet the regulatory requirements of the Indiana Department of Environmental Management (IDEM), US EPA Region 5, and the Michigan Department of Environmental Quality (MDEQ) for an approvable LTCP. *This task consists of summarizing the river model results of the December 2004 LTCP control alternatives at the Indiana/Michigan state line and participating in up to four (4) meetings with the regulatory agencies, including but not limited to presentation of results of subsequent tasks.*

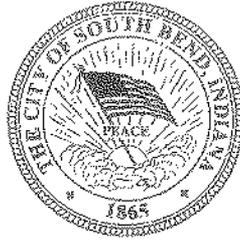
TASK 2. BLTM CALIBRATION

The purpose of this task is to confirm that the St. Joseph River model (BLTM) for instream *E. coli* is still valid when the model is updated to reflect the City's updated model of the combined sewer system (SWMM). This task is needed as it is anticipated that the estimate of South Bend's existing CSO volume will be significantly reduced once SWMM is re-calibrated to recent flow monitoring data.

The City will provide the new design storm matrices for the CSOs using the updated SWMM and any updated matrices for the separate storm sewer system. LTI will review this information and incorporate it into the WISE Phase II version of the BLTM, which includes a watershed model (HSPF) for generation of tributary flows and loads. LTI will then run BLTM for the original calibration period, July 2002 to May 2003, using the new CSO volumes and will compare results to the original calibration. *LTI will produce a technical memorandum documenting the results of the application of the river model using the new SWMM of the collection system and identify any revisions to the model or inputs that are required.*

Information required from the City: Design storm matrices for the CSOs from the updated SWMM and updated stormwater matrices (if necessary).

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CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

July 13, 2009

Mr. Paul Vogel & Mr. Scott Girman
Greeley & Hansen
6640 Intech Boulevard, Suite 180
Indianapolis, Indiana 46278

RE: Agreement Amendment No. 5 – Continuing Negotiations with EPA & Development of
Final LTCP

Dear Mr. Vogel & Mr. Girman:

The Board of Public Works, at its meeting held on July 13, 2009, approved the above
referenced Agreement Amendment in the amount of \$73,109.67.

Enclosed is a copy of the Amendment for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,


Linda M. Martin, Clerk

Enclosure

c: Jack Dillon, Environmental Services

AMENDMENT NO. 5
to
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
between the
CITY OF SOUTH BEND, INDIANA
and
GREELEY AND HANSEN

This AMENDMENT NO. 5 is made on the 13th day of July in the year 2009, to modify the AGREEMENT dated February 13, 2006 between the City of South Bend, CITY, and Greeley and Hansen LLC, a Limited Liability Company, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4003, and a regional office at 6640 Intech Blvd Ste 180, Indianapolis, Indiana 46278, ENGINEER, for engineering services in connection with the tasks required to develop the CSO Long Term Control Plan, the PROJECT.

This AGREEMENT is hereby amended as follows:

1. The Scope of Additional Engineering Services shall be added to the AGREEMENT as described in Exhibit A-5, attached as part of this AMENDMENT NO. 5.
2. Estimated Compensation for Engineering Services summarized on Exhibit B-5 shall be added to the AGREEMENT, attached as part of this AMENDMENT NO. 5.
3. All other provisions of, and Exhibits to, the AGREEMENT in force prior to the effective date of this AMENDMENT NO. 5 shall remain in full force and effect.
4. The method of compensation for Basic Services shall be similar to that described in Paragraph A or Article III for Basic Services except that the factor to cover overhead and profit shall be 3.22.

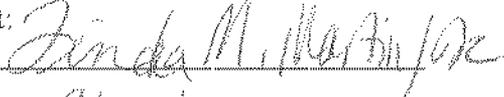
IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 4 to the AGREEMENT to be executed by their duly authorized officers and partners the day and year first above written.

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

GREELEY AND HANSEN



Paul J. Vogel
Managing Director

Attest: 

Linda M. Martin
Clerk



Scott Girman
Associate

APPROVED
Board of Public Works

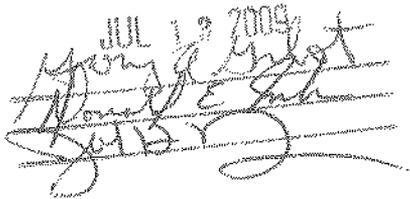
JUL 19 2009


EXHIBIT A-5

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN

SCOPE OF BASIC ENGINEERING SERVICES

Greeley and Hansen

June 2009

SCOPE OF SERVICES

This amendment includes additional professional services performed at the City's and EPA's request from February 2, 2009 through June 19, 2009. This amendment also includes tasks required to complete the LTCP Phase 2 Development, and CSO Operational Plan update (NPDES requirement).

1. **Additional professional services performed from February through June 2009 (see Attachment 1)**
2. **Phase 2 CSO LTCP**
 - 2.1. Prepare technical documents to include in Consent Decree, including description of the proposed alternative, schedule with milestones and committed level of control.
 - 2.2. Finalize LTCP schedule for the Consent Decree, including coordination with City and rate consultant.
 - 2.3. Prepare for and attend up to three conference calls or meetings with EPA and IDEM regarding the LTCP and Consent Decree.
 - 2.4. Respond to two information requests from DOJ/EPA//IDEM comments.
 - 2.5. Prepare for and attend up to three progress meetings with the City.
3. **General Assistance to Finalize LTCP**
 - 3.1. Finalize disinfection investigation and send to the agencies.
 - 3.2. Complete Phase 2 cost reduction investigation.

3.3. Provide assistance with coordinating CSOnet and XPSWMM model.

3.4. Provide technical input for EPA 308 Sampling Letter.

4. Update CSO Operational Plan

4.1. Through a workshop with the City, collect information needed to update CSO Operational Plan.

4.2. Update CSO Operational Plan.

South Bend
Additional Professional Services Performed from February 2, 2009 to June 19, 2009

1. EPA 308 Sampling Letter Assistance (**Total Cost - \$16,997.11**)
 - a. Prepared 3-2-09 letter to EPA in response to the 2-18-09 EPA 308 Request for Sampling and Information letter.
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 - c. Participated in internal strategizing conference calls on 3-25-08, 3-27-09, 4-2-09, 4-23-09, 6-17-09
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 - b. Provided information to Malcolm Pirnie to assist in PER preparation. (2-24-09 to 2-26-09)
 - c. Calculated maximum for throttle pipe capacities for new throttle pipes and summarized results in memos dated 4-21-09, 5-20-09, and 6-15-09.

3. XPSWMM Modeling (**Total Cost - \$30,706.46**)
 - a. Built EPA's preferred alternative (4 overflows/yr, no ultimate conveyance) into model. Sized tanks and pipe and estimated cost. (Cost - \$20,621.19)
 - b. Evaluated impacts of raising CSO 045 weir with XPSWMM model. Prepared 4-30-09 CSO 045 Weir Adjustment memo to summarize results. (Cost - \$4,438.08)
 - c. Evaluated all weirs in the system to determine if candidate for weir height increase with XPSWMM model. Prepared 6-8-09 CSO Weir Adjustment memo to summarize results. (Cost - \$4,438.08)
 - d. Evaluated how scheduling of WWTP capacity upgrades impact Phase 2 of the LTCP. (Cost - \$1,209.11)

4. General Assistance (**Total Cost - \$18,276.34**)
 - a. Assisted with January 2009 DMR (2-11-09 to 2-13-09) (Cost - \$629.06)
 - b. Investigated inlet restrictors. (Cost - \$235.96)
 - c. Disinfection Evaluation (Cost - \$15,203.33)
 - i. Sized facilities and determined cost to achieve 20 minute contact time.
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 - i. Laid out alternate piping configurations and determined costs.
 - ii. Compared CSO022 sewer separation to providing a treatment tank for CSO 022 flow.

TOTAL COST— \$73,109.67

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171
TDD 574/ 235-5567

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

July 27, 2009

Mr. Paul Vogel & Mr. Scott Girman
Greeley & Hansen
6640 Intech Boulevard, Suite 180
Indianapolis, Indiana 46278

RE: Agreement Amendment No. 5 Correction – Continuing Negotiations with EPA &
Development of Final LTCP

Dear Mr. Vogel & Mr. Girman:

The Board of Public Works, at its meeting held on July 27, 2009, approved the above referenced correction to Agreement Amendment No. 5 correcting the amount of the Amendment to \$192,000.00.

Enclosed is a copy of the correction for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

Linda M. Martin, Clerk

Enclosure

c: Jack Dillon, Environmental Services

AMENDMENT NO. 5
to
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
between the
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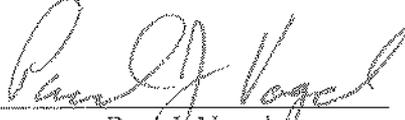
This AGREEMENT is hereby amended as follows:

1. The Scope of Additional Engineering Services shall be added to the AGREEMENT as described in Exhibit A-5, attached as part of this AMENDMENT NO. 5.
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4. The method of compensation for Basic Services shall be similar to that described in Paragraph A or Article III for Basic Services except that the factor to cover overhead and profit shall be 3.22.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 4 to the AGREEMENT to be executed by their duly authorized officers and partners the day and year first above written.

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

GREELEY AND HANSEN

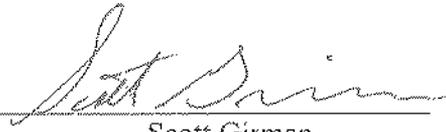


Paul J. Vogel
Managing Director

Attest:

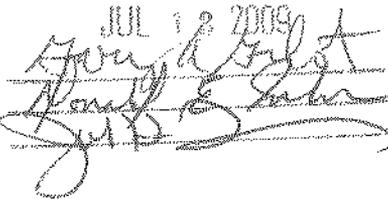


Clerk



Scott Girman
Associate

APPROVED
Board of Public Works

JUL 12 2009


APPROVED
Board of Public Works

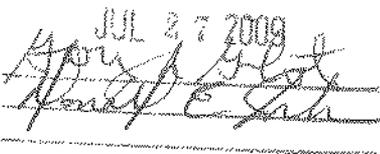
JUL 27 2009


EXHIBIT A-5

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN

SCOPE OF BASIC ENGINEERING SERVICES

Greeley and Hansen

June 2009

SCOPE OF SERVICES

This amendment includes additional professional services performed at the City's and EPA's request from February 2, 2009 through June 19, 2009. This amendment also includes tasks required to complete the LTCP Phase 2 Development, and CSO Operational Plan update (NPDES requirement).

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CITY OF SOUTH BEND, INDIANA

Long Term Control Plan Development

Exhibit B-5
Estimated Level of Effort

Greeley and Hansen
June 2009

Task Description	Estimated Task Hours - Greeley and Hansen				Total	Cost
	Project Manager	Project Engineer	Designer/ Technician	Word Processor		
Task 1 - Feb-Jun 2009 Additional Professional Services (Attachment 1)						\$73,110
Task 2 - Phase 2 CSO LTCP						
2.1 Consent Decree Technical Documents	20	80	0	0	100	
2.2 Finalize LTCP Schedule	24	48	0	0	72	
2.3 DOJ/EPA/IDEM Meetings (3 Meetings)	45	72	0	0	117	
2.4 Respond to 2 DOJ/EPA info requests	20	60	0	0	80	
2.4 City Progress Meetings (3 Meetings)	30	48	0	0	78	
Subtotal	139	308	0	0	447	\$65,937
Task 3 - General LTCP Assistance						
3.1 Finalize disinfection investigation	12	24	0	0	36	
3.2 Complete Phase 2 cost reduction investigation	2	24	0	0	26	
3.2 Coordinate CSOnet and XPSWMM	4	60	0	0	64	
3.4 Technical Input - 308 Sampling Letter	12	24	0	0	36	
Subtotal	30	132	0	0	162	\$21,962
Task 4 - Update CSO Operational Plan						
4.1 Collect information	8	100	0	0	108	
4.2 Update CSOOP	16	80	16	20	132	
Subtotal	24	180	16	20	240	\$29,484
Total Tasks 1-4	193	620	16	20	849	\$190,492
OTHER DIRECT COSTS						
Local Travel (\$1,000)						
Reproduction / Printing / Roundoff (\$508)						
Subtotal						\$1,508
TOTAL COMPENSATION						\$192,000

South Bend

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TOTAL COST - \$73,109.67

1316 COUNTY-CITY BUILDING
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CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

June 14, 2010

Mr. Scott Girman & Mr. Paul Vogel
Greeley & Hansen, LLC
6640 Intech Boulevard, Suite 180
Indianapolis, Indiana 46278

RE: Professional Services Agreement – CSO Operation Plan & LTCP Update

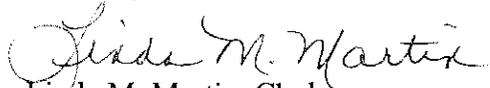
Dear Mr. Girman & Mr. Vogel:

The Board of Public Works, at its meeting held on June 14, 2010, approved the above referenced Professional Services Agreement in the amount of \$194,000.00.

Enclosed is a copy of the Professional Services Agreement for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,


Linda M. Martin, Clerk

Enclosure

c: Jack Dillon, Environmental Services

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the 14th day of June in the year 2010 between the City of South Bend, Indiana, hereinafter referred to as CITY and Greeley and Hansen LLC, an Illinois limited liability company, hereinafter referred to as ENGINEER, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office at 6640 Intech Boulevard, Suite 180, Indianapolis, Indiana 46278, for professional engineering services in connection with the CSO Operational Plan / Model / LTCP Alternative Update, the PROJECT.

Article II. ENGINEER'S SERVICES

ENGINEER shall provide professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The scope of the basic services for the PROJECT is set forth in Exhibit A attached hereto and made a part of this AGREEMENT.

CITY shall provide written authorization to ENGINEER prior to the commencement of the basic services, whereupon ENGINEER shall provide professional engineering services as required to

complete the basic services, as set forth in Exhibit A, to the approval of CITY. ENGINEER shall not perform services beyond the scope defined in Exhibit A without the prior written authorization of CITY.

B. Additional Services

At CITY's request, ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail the: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

CITY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by CITY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

C. Period of Services

ENGINEER agrees that the basic services, as defined in Article II. A., above, will be substantially complete by December 31, 2010.

The period for completion of the basic services will begin upon the date of CITY's written notice to proceed. ENGINEER shall not, however, be responsible for the timely completion of basic services, as agreed to herein (1) if completion is delayed by the failure of CITY to furnish the services provided for under Article IV., hereof, in a timely manner, (2) if there is a failure of any

construction contractor to complete any construction contract work within original contract time requirements, or (3) for other reasons beyond the control of ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services, unless reasons for delay in completion are beyond the control of ENGINEER.

If ENGINEER'S basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the CITY for more than ninety days beyond the scheduled completion date for said basic or additional services for reasons beyond ENGINEER'S control, compensation for the delayed services, as provided in Article III. hereunder, shall be subject to renegotiation upon the written request of ENGINEER. However, such request must be submitted by ENGINEER to the CITY prior to the completion of the delayed services.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II. of this AGREEMENT for which the CITY shall compensate ENGINEER as follows:

A. Basic Services

1. Personnel Services

ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a 3.22 factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours for office-based personnel and divided by 2,080 hours for field-based (resident) personnel. The annual base salary for Principals is as established by the LLC for each calendar year.

2. Subconsultants and Other Professional Associates

CITY shall pay ENGINEER for the services of its subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

3. Reimbursable Direct Costs

CITY shall pay ENGINEER the actual cost plus 10 percent of the actual cost for any direct reimbursable costs incurred in connection with performing the services. Such costs shall include, but not be limited to, the following:

- Printing of reports, report memoranda, construction Contract Documents and other project-related documents
- Travel¹ and subsistence
- Express mail charges
- Expendable supplies

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same bases as provided for in Paragraph III. A., above, for basic services.

C. Total Compensation

The total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services, as described in Paragraph III. A. It is agreed that the total compensation to ENGINEER for performing basic services will not exceed a total estimated cost as set forth in Exhibit B. ENGINEER agrees to strive to perform the services specified in the scope of basic services, in Exhibit A, within such total estimated cost. If

¹ Local travel by personal or company automobile shall be paid for at U.S. Internal Revenue Service maximum acceptable mileage rates for business travel.

at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of the basic services will be greater than the total estimated cost for such services, ENGINEER shall notify CITY in writing to that effect giving the detailed reasons for the change and a revised estimate of such total cost for the performance of basic services.

ENGINEER shall, each fiscal period, report to CITY actual expenditures for engineering services against estimated costs. At the times actual expenditures are at 50 percent and 75 percent of the total estimated cost for any phase of services, ENGINEER shall prepare and submit to CITY an estimate of the cost required to complete the services. If the estimate indicates that the services cannot be completed within the established total estimated cost, an equitable adjustment in cost will be negotiated.

CITY shall not be obligated to compensate ENGINEER in excess of the established total estimated compensation for basic services and ENGINEER shall not be obligated to continue performance or otherwise to incur costs in excess of those included in said estimated compensation unless and until the parties hereto have duly executed an amendment to this AGREEMENT providing for a revised estimate of compensation for performance of basic services. When and to the extent that the estimated compensation for basic services has been increased, any costs incurred by ENGINEER in excess of those included in the estimated compensation prior to such increase shall be compensable to the same extent as if such costs had been incurred after the increase (unless CITY directs that the increase is solely for the purpose of covering specified expenses).

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", as used in this Article III. C., shall mean "additional services" and the term "Exhibit A" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.
2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent of the invoiced fees.
3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination plus 10 percent of the actual cost.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.
2. If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
3. No deduction shall be made from ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.
4. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation

of compensation under Article II. C. or may terminate this AGREEMENT.

Article IV. CITY'S RESPONSIBILITIES

The CITY shall, as required:

- A. Provide all criteria and full information as to CITY's requirements for the PROJECT, and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including CITY maps and plats, previous reports, records, drawings, specifications and any other data relative to design or construction of the PROJECT.
- C. Furnish to ENGINEER property and land use data pertaining to the PROJECT available to the CITY including, but not limited to, property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other related data.
- D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the CITY may require.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. Furnish above record information, property and land use data, and services at CITY's expense in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.

- G. Pay for any required surveys and geotechnical investigations and reports.
- H. Furnish any laboratory analyses that may be required in connection with the PROJECT.
- I. Guarantee full and free access to ENGINEER to enter upon all public and private property required for the performance of ENGINEER'S services under this AGREEMENT.
- J. Designate in writing a person to act as CITY's representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- K. Coordinate, consolidate, reconcile and bring congruence to differing views in the CITY's organization to form single firm responses stating the CITY's position on matters requiring resolution during performance of ENGINEER'S services. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.
- L. Provide ENGINEER with prompt written notice of any defect or suspected defect in ENGINEER'S performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.
- M. In any agreement entered into between the CITY and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify, provide insurance coverage to, and/or name as additional insured, the CITY, the contractors and subcontractors

shall be required to indemnify, provide insurance coverage to, and/or name as additional insured, the ENGINEER, its subconsultants, professional associates, and each of their officers, principals, partners and employees to the same extent as to the CITY. Furthermore, the CITY will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.

- N. Give prompt written notice to ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of construction contractors.
- O. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other deliverables prepared by ENGINEER for this PROJECT are the ENGINEER'S instruments of service for this PROJECT only and shall remain the property of ENGINEER until the CITY has compensated ENGINEER in full for services rendered pursuant to this AGREEMENT. Upon final payment for basic services and for each separately accepted and authorized proposal for additional services, ownership of the deliverables or instruments of service shall be vested in the CITY. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

The ENGINEER'S instruments of service have been prepared for very specific purposes and the degree of accuracy and detail of the instruments of service are consistent with those purposes but they may not be useful for other purposes. Furthermore, misapplication of the ENGINEER'S instruments of service can cause occurrences that potentially have life/safety and financial consequences. The ENGINEER'S instruments of service are not intended or represented to be suitable for use by the CITY or by others acting for the CITY for other purposes on this PROJECT or on extensions of this PROJECT or on any other project without written verification, adaptation or completion by ENGINEER and, when applicable, associated compensation to ENGINEER.

Any changes or modifications to the instruments of service of ENGINEER which are introduced by anyone other than ENGINEER may have adverse consequences. Therefore, the change or modification of ENGINEER'S instruments of service by the CITY or by others acting for the CITY shall be at the CITY's sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such change or modification.

Use of the instruments of service of ENGINEER on extensions of this PROJECT, or on any other project by the CITY or by others acting for the CITY, without verification or adaptation by ENGINEER and appropriate compensation therefor, shall be at the CITY'S sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such use of ENGINEER'S instruments of service for this PROJECT.

B. Documents on Electronic Media

Documents delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V. A. above applies to documents delivered on electronic media.

The form of ENGINEER'S drawings, specifications, reports, data or other information that may be relied upon are those which 1) are set forth on paper (also known as hard copies) and 2) are designated as final. Files in electronic media format of text, data, graphics, or other types are furnished only for convenience, not reliance by the CITY. Any conclusion or information obtained or derived from such electronic files will be at the CITY's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because files stored in electronic media format can contain irregularities, deteriorate or be modified inadvertently or otherwise without authorization of the ENGINEER, the transmitted electronic files should be examined by the CITY within 60 calendar days of receipt, after which time the CITY shall be deemed to have accepted the files thus transmitted. Any transmittal deficiencies detected within the 60-day acceptance period will be corrected by ENGINEER. Deficiency corrections requested after the acceptance period will be considered "additional services." ENGINEER is not responsible for irregularities, deterioration or modifications occurring or detected after the 60 calendar-day acceptance period.

ENGINEER 1) makes no representations as to the long-term usability or readability of the electronic files and 2) cannot be depended upon to maintain copies of the electronic files after the 60 calendar-day acceptance period.

The documents will be in the software listed below designed for operation on a PC compatible computer under the associated operating system as listed below:

Type of Document	Software	Operating System
Wordprocessed Text	Microsoft Word	Windows XP
Spreadsheets	Microsoft Excel	Windows XP
CADD Drawings	AutoCAD	Windows XP
Gantt Charts	Microsoft Project	Windows XP

The ENGINEER makes no warranty as to the compatibility of electronic files beyond those versions. However, the ENGINEER reserves the right to submit documents in versions newer than those shown above.

ENGINEER makes no representations as to the compatibility, usability, or readability of the electronic files resulting from the use of software application packages, operating systems, or computer hardware (e.g. monitors, graphic cards and plotters) differing from those used by ENGINEER and its subconsultants. Also, the use of software application packages, operating systems and computer hardware different from those used by ENGINEER and its subconsultants may introduce errors and irregularities. Such occurrences are not the responsibility of ENGINEER and its subconsultants.

C. Successors and Assigns

1. The CITY and ENGINEER each binds itself and its officers, principals, partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the officers, principals, partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

2. Neither the CITY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V. C. 1. and except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the CITY or other revisions due to causes beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the CITY prior to commencement of work, as provided in Article II. B.

This AGREEMENT takes into account the professional engineering and architectural signing and sealing requirements that are applicable as of the date of this AGREEMENT. Any changes to those requirements during the performance of the services associated with this AGREEMENT which cause revisions to the scope of the ENGINEER'S services or to the ENGINEER'S instruments of services shall be considered "additional services."

Proposals for services pursuant to changes in scope or revisions shall, upon CITY acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the CITY and ENGINEER for professional engineering services pertaining to the PROJECT as described in Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the CITY and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the CITY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Indiana.

I. Subconsultants

During the performance of this AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants or professional associates shall be subject to the prior approval of the CITY.

J. Insurance

ENGINEER shall acquire and maintain:

1. Statutory worker's compensation insurance coverage
2. Commercial general liability insurance coverage with a limit of \$1,000,000 or more per occurrence and annual aggregate applicable to bodily injury and property damage claims.

Professional liability insurance coverage with an annual aggregate limit of at least \$1,000,000.

K. ENGINEER'S Estimates of Cost and Standard of Care

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates of project and construction costs are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or

2. Obligating the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or
3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or
4. An assumption by the ENGINEER of the liabilities of any other party.

L. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the CITY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the CITY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

M. Termination

This AGREEMENT may be terminated by the CITY without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within sixty days following the date of receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the CITY copies of all drawings, specifications and other deliverables or instruments of service prepared prior to termination.

N. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the CITY and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by mediation or arbitration, if the parties mutually agree, or in an Indiana court of competent jurisdiction.

O. Non-Discrimination and Equal Employment

ENGINEER acknowledges that it is in compliance with the prohibitions against discrimination in employment and with the provisions for equal employment opportunities as provided by CITY's ordinances and the State of Indiana, and that the ENGINEER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ENGINEER'S employees or applicants for employment.

P. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:

GREELEY AND HANSEN LLC

Attn: Mr. Paul J. Vogel

100 South Wacker Dr., Suite 1400

Chicago, Illinois 60606-4004

To CITY

Client's Full Name

Attn: Dr. John Dillon

3113 Riverside Drive

South Bend, Indiana 46628

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

Article VI. APPROVAL

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and principals and is made effective the day and year first above written.

CITY OF SOUTH BEND, INDIANA

GREELEY AND HANSEN LLC

BOARD OF PUBLIC WORKS

Approved:

Gary A. Gilot
Donald E. Sah
Carl P. Heltell

Paul J. Vogel
Paul J. Vogel

Executive Vice President

Attest:

Linda M. Martin, Clerk Scott Girman
Scott Girman

Associate

**EXHIBIT A
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN

SCOPE OF BASIC ENGINEERING SERVICES

CSO Operational Plan/Model/LTCP Alternative Update

May 2010

SCOPE OF SERVICES

This agreement includes tasks to update:

- CSO Operational Plan as required by the NPDES permit
- XP-SWMM model to show the benefit of the projects completed to date
- LTCP alternative to achieve EPA's preferred 4 overflows per year at a lower cost based on EPA's 4-19-10 letter and 5-7-10 conversation with DOJ. The City's goal is to achieve EPA's preferred alternative without increasing the percent median household income.

1. REGULATORY ASSISTANCE

1.1. CSO Operational Plan: Update the CSO Operational Plan. Submit final update to IDEM by November 1, 2011 to comply with NPDES Permit.

1.2. CMOM Goal Implementation: Further refine data tracking methods to support CSO Operational Plan and CMOM requirements. Document the plan for the sewer system baseline condition assessment.

1.3. NPDES Permit: Provide NPDES permitting application assistance.

2. LTCP/EPA NEGOTIATIONS

2.1. Collect Information: Compile scope and cost of CSO projects completed from 2006 to present to update the model. Provide cost of remaining Phase 1 LTCP facilities to Crowe Horwath for the updated financial analysis. Collect rainfall and CSOnet data.

2.2. Model Update: Update XP-SWMM model for sewer system and WWTP changes from 2006 to present.

2.3. Compare CSOnet Data with Model: Compare CSOnet data to updated model for three storms for 36 CSOs. Identify CSO areas in the model that need adjustment.

- 2.4. Adjust Model Based on CSOnet Data: Develop plan to adjust model. Review plan with City for concurrence. Adjust model accordingly in non-calibrated areas.
- 2.5. DMR Regulatory Coordination: Work with IDEM to get approval for using the updated model to complete DMRs.
- 2.6. Typical Year Model Run: Perform a typical year continuous simulation to estimate the overflow reduction from 2006 model to updated model.
- 2.7. Build LTCP into Updated Model: Build LTCP alternative into updated model. Size LTCP alternative in updated model for EPA's preferred four overflows per year.
- 2.8. Cost Estimate Review: Evaluate cost estimating method based on recent bid tabs and more detailed cost estimates. Adjust cost estimates appropriately.
- 2.9. Cost Estimate Update: Update LTCP cost estimate based on updated four overflows per year alternative and updated cost estimating method.
- 2.10. Post Construction Monitoring: Evaluate the effectiveness of two Phase 1 LTCP projects. Use CSOnet data when possible. Write memo summarizing results.

3. EPA AND IDEM MEETINGS

- 3.1. Team Meetings: Attend and participate in four (4) teleconferences and planning meetings with South bend, attorneys and financial consultants.
- 3.2. Regulatory Meetings: Attend and participate in one (1) DOJ/EPA meeting.

4. PACP TRAINING FOLLOW-UP

- 4.1. Engineer Session: Prepare and present a two hour refresher PACP/MACP session. Focus on developing tools to use the baseline condition assessment data to improve the collection system.
- 4.2. Sewer Department Session: Prepare and present a two hour refresher PACP/MACP session. Review case studies specific to South Bend, including PACP coding, follow-up activities. Discuss prioritization of baseline condition assessment.

CITY OF SOUTH BEND, INDIANA

Long Term Control Plan Development

Exhibit B
Estimated Level of Effort

Greeley and Hansen
May 2010

Task Description	Estimated Task Hours - Greeley and Hansen						Total	Cost
	Project Manager	Regulatory/ Modeling Expert	Collection System Specialist	Project Engineer	Designer/ Technician	Word Processor		
Task 1 - Regulatory Assistance								
1.1 Update CSOOP	12	0	0	120	16	20	168	\$20,729
1.2 CMOM Goal Implementation	4	0	16	60	0	0	80	\$11,086
1.3 NPDES Permit Update	4	40	0	40	0	0	84	\$13,976
Subtotal	20	40	16	220	16	20	332	\$45,791
Task 2 - LTCP/EPA Negotiations								
2.1 Collect Information	4	0	0	16	0	0	20	\$2,862
2.2 Model Update	16	20	0	80	0	0	116	\$17,507
2.3 Compare CSOnet Data with Model	24	16	0	80	0	0	120	\$18,418
2.4 Adjust Model	40	20	0	160	0	0	220	\$32,680
2.5 DMR Regulatory Coordination	4	0	0	8	0	0	12	\$1,862
2.8 Typical Year Model Run	8	4	0	40	0	0	52	\$7,537
2.7 Built LTCP into Updated Model	16	8	0	40	0	0	64	\$10,071
2.8 Cost Estimate Review	18	8	0	40	0	0	64	\$10,071
2.9 Cost Estimate Update	4	0	0	24	0	0	28	\$3,863
2.10 Post Construction Monitoring	16	0	0	60	0	0	76	\$10,950
Subtotal	148	76	0	548	0	0	772	\$115,820
Task 3 - EPA and IDEM Meetings								
3.1 Team Meetings (4)	40	0	0	64	0	0	104	\$16,618
3.2 Regulatory Meetings (1)	16	0	0	16	0	0	32	\$5,447
Subtotal	56	0	0	80	0	0	136	\$22,065
Task 4 - PACP Training Follow-up								
4.1 Refresher - Engineers	2	0	16	4	0	0	22	\$3,651
4.2 Refresher - Sewer Department	2	0	18	4	0	0	22	\$3,651
Subtotal	4	0	32	8	0	0	44	\$7,302
Total Tasks 1-4	228	116	48	856	16	20	1284	\$190,979
	OTHER DIRECT COSTS							
	Travel (\$2,000) * 1.1							\$2,200
	Reproduction / Printing / Roundoff							\$821
	Subtotal							\$3,021
TOTAL COMPENSATION								\$194,000

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date 06/07/2010 Department Public Works/Env. Services
 BPW Date 06/14/2010 Phone 277-8515
 Name Jack Dillon

Required Prior to Submittal to Board
 Legal Attorney Name Cheryl Greene
 Controller Controller review is required for all Contracts \$5,000.00 or more and greater than one year in length per the City Purchasing Policy
 Other Appropriate Reviewers Gary Gilot

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Proposal	<input type="checkbox"/> Addendum
<input type="checkbox"/> Claim			
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award		
<input type="checkbox"/> Chg Order No. _____	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	
<input type="checkbox"/> Ease./Encroach.	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Other: _____			

Required Information

Company or Vendor Name	Greeley & Hansen LLC
New Vendor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, Approved by Purchasing
Project Name	CSO Operational Plan & LTCP Update
Project Number	
Funding Source	Wastewater O&M Engineering
Account No.	641-0630-793-31-02
Amount	\$ 194,000
Terms of Contract	Through 12/31/2010
Purpose/Description	<u>Update CSO Op. Plan as required by permit and update LTCP Alternatives as requested by EPA</u>

For Change Orders Only

Amount of	<input type="checkbox"/> Increase	\$ _____
	<input type="checkbox"/> Decrease	\$ _____
Previous Amount	\$ _____	
Current Percent of Change:	% _____	
New Amount	\$ _____	
Total Percent of Change:	% _____	
PO No.		

Dispersal After Approval

Copy Original

 Carol Kurzhal - Environmental Services

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

February 28, 2011

Mr. Paul Vogel
Greeley & Hansen Engineers
6640 Intech Boulevard, Suite 180
Indianapolis, Indiana 46278

RE: Professional Services Agreement – 2011 CSO LTCP Assistance

Dear Mr. Vogel:

The Board of Public Works, at its meeting held on February 28, 2011, approved the above referenced Professional Services Agreement in the amount of \$200,000.00.

Enclosed is an original of the Professional Services Agreement for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Martin".

Linda M. Martin, Clerk

Enclosure

c: Jack Dillon, Engineering
Carol Kurzhal, Environmental Services

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the 28th day of February in the year 2011 between the City of South Bend, Indiana, hereinafter referred to as CITY and Greeley and Hansen LLC, an Illinois limited liability company, hereinafter referred to as ENGINEER, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office at 6640 Intech Boulevard, Suite 180, Indianapolis, Indiana 46278, for professional engineering services in connection with the 2011 LTCP Project, the PROJECT.

Article II. ENGINEER'S SERVICES

ENGINEER shall provide professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The scope of the basic services for the PROJECT is set forth in Exhibit A attached hereto and made a part of this AGREEMENT.

CITY shall provide written authorization to ENGINEER prior to the commencement of the basic services, whereupon ENGINEER shall provide professional engineering services as required to

complete the basic services, as set forth in Exhibit A, to the approval of CITY. ENGINEER shall not perform services beyond the scope defined in Exhibit A without the prior written authorization of CITY.

B. Additional Services

At CITY's request, ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail the: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

CITY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by CITY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

C. Period of Services

ENGINEER agrees that the basic services, as defined in Article II. A., above, will be substantially complete by December 31, 2011.

The period for completion of the basic services will begin upon the date of CITY's written notice to proceed. ENGINEER shall not, however, be responsible for the timely completion of basic services, as agreed to herein (1) if completion is delayed by the failure of CITY to furnish the services provided for under Article IV., hereof, in a timely manner, (2) if there is a failure of any

construction contractor to complete any construction contract work within original contract time requirements, or (3) for other reasons beyond the control of ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services, unless reasons for delay in completion are beyond the control of ENGINEER.

IF ENGINEER'S basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the CITY for more than ninety days beyond the scheduled completion date for said basic or additional services for reasons beyond ENGINEER'S control, compensation for the delayed services, as provided in Article III. hereunder, shall be subject to renegotiation upon the written request of ENGINEER. However, such request must be submitted by ENGINEER to the CITY prior to the completion of the delayed services.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II. of this AGREEMENT for which the CITY shall compensate ENGINEER as follows:

A. Basic Services

1. Personnel Services

ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a 3.22 factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours for office-based personnel and divided by 2,080 hours for field-based (resident) personnel. The annual base salary for Principals is as established by the LLC for each calendar year.

2. Subconsultants and Other Professional Associates

CITY shall pay ENGINEER for the services of its subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

3. Reimbursable Direct Costs

CITY shall pay ENGINEER the actual cost plus 10 percent of the actual cost for any direct reimbursable costs incurred in connection with performing the services. Such costs shall include, but not be limited to, the following:

- Printing of reports, report memoranda, construction Contract Documents and other project-related documents
- Travel¹ and subsistence
- Express mail charges
- Expendable supplies

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same bases as provided for in Paragraph III. A., above, for basic services.

C. Total Compensation

The total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services, as described in Paragraph III. A.

It is agreed that the total compensation to ENGINEER for performing basic services will not exceed a total estimated cost as set forth in Exhibit B. ENGINEER agrees to strive to perform the services specified in the scope of basic services, in Exhibit A, within such total estimated cost. If

¹ Local travel by personal or company automobile shall be paid for at U.S. Internal Revenue Service maximum acceptable mileage rates for business travel.

at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of the basic services will be greater than the total estimated cost for such services, ENGINEER shall notify CITY in writing to that effect giving the detailed reasons for the change and a revised estimate of such total cost for the performance of basic services.

ENGINEER shall, each fiscal period, report to CITY actual expenditures for engineering services against estimated costs. At the times actual expenditures are at 50 percent and 75 percent of the total estimated cost for any phase of services, ENGINEER shall prepare and submit to CITY an estimate of the cost required to complete the services. If the estimate indicates that the services cannot be completed within the established total estimated cost, an equitable adjustment in cost will be negotiated.

CITY shall not be obligated to compensate ENGINEER in excess of the established total estimated compensation for basic services and ENGINEER shall not be obligated to continue performance or otherwise to incur costs in excess of those included in said estimated compensation unless and until the parties hereto have duly executed an amendment to this AGREEMENT providing for a revised estimate of compensation for performance of basic services. When and to the extent that the estimated compensation for basic services has been increased, any costs incurred by ENGINEER in excess of those included in the estimated compensation prior to such increase shall be compensable to the same extent as if such costs had been incurred after the increase (unless CITY directs that the increase is solely for the purpose of covering specified expenses).

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", as used in this Article III. C., shall mean "additional services" and the term "Exhibit A" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.
2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent of the invoiced fees.
3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination plus 10 percent of the actual cost.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.
2. If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
3. No deduction shall be made from ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.
4. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation under Article II. C. or may terminate this AGREEMENT.

Article IV. CITY'S RESPONSIBILITIES

The CITY shall, as required:

- A. Provide all criteria and full information as to CITY's requirements for the PROJECT, and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including CITY maps and plats, previous reports, records, drawings, specifications and any other data relative to design or construction of the PROJECT.
- C. Furnish to ENGINEER property and land use data pertaining to the PROJECT available to the CITY including, but not limited to, property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other related data.
- D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the CITY may require.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. Furnish above record information, property and land use data, and services at CITY's expense in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.
- G. Pay for any required surveys and geotechnical investigations and reports.

- H. Furnish any laboratory analyses that may be required in connection with the PROJECT.
- I. Guarantee full and free access to ENGINEER to enter upon all public and private property required for the performance of ENGINEER'S services under this AGREEMENT.
- J. Designate in writing a person to act as CITY's representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- K. Coordinate, consolidate, reconcile and bring congruence to differing views in the CITY's organization to form single firm responses stating the CITY's position on matters requiring resolution during performance of ENGINEER'S services. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.
- L. Provide ENGINEER with prompt written notice of any defect or suspected defect in ENGINEER'S performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.
- M. In any agreement entered into between the CITY and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify, provide insurance coverage to, and/or name as additional insured, the CITY, the contractors and subcontractors shall be required to indemnify, provide insurance coverage to, and/or name as additional insured, the ENGINEER, its subconsultants, professional associates, and each of their

officers, principals, partners and employees to the same extent as to the CITY. Furthermore, the CITY will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.

- N. Give prompt written notice to ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of construction contractors.
- O. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other deliverables prepared by ENGINEER for this PROJECT are the ENGINEER'S instruments of service for this PROJECT only and shall remain the property of ENGINEER until the CITY has compensated ENGINEER in full for services rendered pursuant to this AGREEMENT. Upon final payment for basic services and for each separately accepted and authorized proposal for additional services, ownership of the deliverables or instruments of service shall be vested in the CITY. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

The ENGINEER'S instruments of service have been prepared for very specific purposes and the degree of accuracy and detail of the instruments of service are consistent with those purposes but they may not be useful for other purposes. Furthermore, misapplication of the ENGINEER'S

instruments of service can cause occurrences that potentially have life/safety and financial consequences. The ENGINEER'S instruments of service are not intended or represented to be suitable for use by the CITY or by others acting for the CITY for other purposes on this PROJECT or on extensions of this PROJECT or on any other project without written verification, adaptation or completion by ENGINEER and, when applicable, associated compensation to ENGINEER.

Any changes or modifications to the instruments of service of ENGINEER which are introduced by anyone other than ENGINEER may have adverse consequences. Therefore, the change or modification of ENGINEER'S instruments of service by the CITY or by others acting for the CITY shall be at the CITY's sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such change or modification.

Use of the instruments of service of ENGINEER on extensions of this PROJECT, or on any other project by the CITY or by others acting for the CITY, without verification or adaptation by ENGINEER and appropriate compensation therefor, shall be at the CITY'S sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such use of ENGINEER'S instruments of service for this PROJECT.

B. Documents on Electronic Media

Documents delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V. A. above applies to documents delivered on electronic media.

The form of ENGINEER'S drawings, specifications, reports, data or other information that may be relied upon are those which 1) are set forth on paper (also known as hard copies) and 2) are designated as final. Files in electronic media format of text, data, graphics, or other types are furnished only for convenience, not reliance by the CITY. Any conclusion or information obtained or derived from such electronic files will be at the CITY's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because files stored in electronic media format can contain irregularities, deteriorate or be modified inadvertently or otherwise without authorization of the ENGINEER, the transmitted electronic files should be examined by the CITY within 60 calendar days of receipt, after which time the CITY shall be deemed to have accepted the files thus transmitted. Any transmittal deficiencies detected within the 60-day acceptance period will be corrected by ENGINEER. Deficiency corrections requested after the acceptance period will be considered "additional services." ENGINEER is not responsible for irregularities, deterioration or modifications occurring or detected after the 60 calendar-day acceptance period.

ENGINEER 1) makes no representations as to the long-term usability or readability of the electronic files and 2) cannot be depended upon to maintain copies of the electronic files after the 60 calendar-day acceptance period.

The documents will be in the software listed below designed for operation on a PC compatible computer under the associated operating system as listed below:

Type of Document	Software	Operating System
Wordprocessed Text	Microsoft Word	Windows XP
Spreadsheets	Microsoft Excel	Windows XP
CADD Drawings	AutoCAD	Windows XP
Gantt Charts	Microsoft Project	Windows XP

The ENGINEER makes no warranty as to the compatibility of electronic files beyond those versions. However, the ENGINEER reserves the right to submit documents in versions newer than those shown above.

ENGINEER makes no representations as to the compatibility, usability, or readability of the electronic files resulting from the use of software application packages, operating systems, or computer hardware (e.g. monitors, graphic cards and plotters) differing from those used by ENGINEER and its subconsultants. Also, the use of software application packages, operating systems and computer hardware different from those used by ENGINEER and its subconsultants may introduce errors and irregularities. Such occurrences are not the responsibility of ENGINEER and its subconsultants.

C. Successors and Assigns

1. The CITY and ENGINEER each binds itself and its officers, principals, partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the officers, principals, partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

2. Neither the CITY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V. C. 1. and except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the CITY or other revisions due to causes beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the CITY prior to commencement of work, as provided in Article II. B.

This AGREEMENT takes into account the professional engineering and architectural signing and sealing requirements that are applicable as of the date of this AGREEMENT. Any changes to those requirements during the performance of the services associated with this AGREEMENT which cause revisions to the scope of the ENGINEER'S services or to the ENGINEER'S instruments of services shall be considered "additional services."

Proposals for services pursuant to changes in scope or revisions shall, upon CITY acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the CITY and ENGINEER for professional engineering services pertaining to the PROJECT as described in Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the CITY and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the CITY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Indiana.

I. Subconsultants

During the performance of this AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants or professional associates shall be subject to the prior approval of the CITY.

J. Insurance

ENGINEER shall acquire and maintain:

1. Statutory worker's compensation insurance coverage
2. Commercial general liability insurance coverage with a limit of \$1,000,000 or more per occurrence and annual aggregate applicable to bodily injury and property damage claims.

2-23-11
\$ 5,000,000
GAD
DEI
CPL

Professional liability insurance coverage with an annual aggregate limit of at least \$1,000,000.

K. ENGINEER'S Estimates of Cost and Standard of Care

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates of project and construction costs are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

- I. Constituting a guarantee, warranty or assurance, either express or implied, that the

engineering services will yield or accomplish a perfect outcome for the PROJECT; or

2. Obligating the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or
3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or
4. An assumption by the ENGINEER of the liabilities of any other party.

L. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the CITY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the CITY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

M. Termination

This AGREEMENT may be terminated by the CITY without cause on thirty days written notice.

If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within sixty days following the date of receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit

to the CITY copies of all drawings, specifications and other deliverables or instruments of service prepared prior to termination.

N. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the CITY and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by mediation or arbitration, if the parties mutually agree, or in an Indiana court of competent jurisdiction.

O. Non-Discrimination and Equal Employment

ENGINEER acknowledges that it is in compliance with the prohibitions against discrimination in employment and with the provisions for equal employment opportunities as provided by CITY's ordinances and the State of Indiana, and that the ENGINEER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ENGINEER'S employees or applicants for employment.

P. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:

GREELEY AND HANSEN LLC

Attn: Mr. Paul J. Vogel

100 South Wacker Dr., Suite 1400

Chicago, Illinois 60606-4004

To CITY

Client's Full Name

Attn: Dr. John Dillon

1316 County-City Building

South Bend, Indiana 46601

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

Article VI. APPROVAL

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and principals and is made effective the day and year first above written.

CITY OF SOUTH BEND, INDIANA

GREELEY AND HANSEN LLC

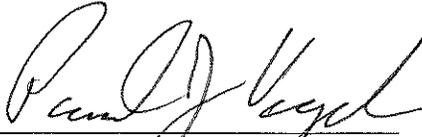
BOARD OF PUBLIC WORKS

Approved:





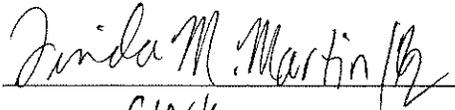




Paul J. Vogel

Executive Vice President

Attest:



Clerk



Scott Girman

Associate

**EXHIBIT A
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN

SCOPE OF BASIC ENGINEERING SERVICES

2011 LTCP Work

February 2011

SCOPE OF SERVICES

This agreement includes tasks to finalize the Consent Decree and LTCP. On January 21, 2011 the Department of Justice sent a letter requesting response from the City concerning the Consent Decree and LTCP. Other services include assisting with Consent Decree requirements and implementation of the LTCP.

1. CONSENT DECREE

- 1.1. Negotiations: Participate in Consent Decree negotiations. Prepare information for submittal to regulatory agencies. Meet with DOJ/EPA/IDEM as required (assume two meetings). Prepare written responses to questions from the agencies.
- 1.2. Appendix A: Per DOJ's January 21, 2011 letter, prepare Appendix A of the Consent Decree consisting of project descriptions, design criteria, performance criteria and post-construction monitoring provisions for the LTCP projects.
- 1.3. Schedule: Work with the City to finalize a Consent Decree LTCP schedule.

2. COMMUNICATION

- 2.1. Presentation to Council: Prepare a presentation summarizing the LTCP. Present to City Council.
- 2.2. Progress Meetings: Prepare for and attend LTCP progress meetings through 2011 (assume 5 meetings).
- 2.3. Financial Capability: Provide residential I/I percentage, Phase 2 LTCP project cost opinions and Phase 1 cost spent to date to rate consultant to complete the Financial Capability Assessment. Review financial capability assessment. Respond to questions from the rate consultant.
- 2.4. Schedule: Assist City staff to with LTCP schedule updates.

2.5. Final Report to IDEM: Prepare and submit an LTCP update to IDEM per their request.

3. MODELING

- 3.1. CSONet: Perform a typical year model run with CSONet built into the 2010 baseline model to estimate the overflow reduction expected due to CSONet implementation.
- 3.2. Phase 1: Perform a typical year model run with Phase 1 built into the 2010 model to estimate the overflow reduction expected due to Phase 1 of the LTCP.
- 3.3. Model Version Update: Convert the existing XPSWMM v. 8.52 model to the latest version. Run the typical year through the 2010 baseline model in the latest version. Compare the results with v. 8.52.

4. IBM TASKS

- 4.1. 2010 Baseline Matrix: Run 11 design storms through the 2010 Baseline model. Export data and develop matrix to determine overflow volume and duration for three CSOs based on rainfall depth.
- 4.2. 2010 Matrix with CSONet: Build CSONet into 2010 Baseline model. Run 11 design storms through the 2010 Baseline model with CSONet. Export data and develop matrix to determine overflow volume and duration for three CSOs based on rainfall depth.
- 4.3. Overflow Curves: Develop curves to determine overflow volume from depth data based on model results for three CSOs.

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date 2/22/2011 Department Public Works/Env. Services
 BPW Date 2/28/2011 Phone 235-5895
 Name Jack Dillon

Required Prior to Submittal to Board

Legal Attorney Name Cheryl Greene
 Controller Controller review is required for all Contracts \$5,000.00 or more and greater than one year in length per the City Purchasing Policy
 Other Appropriate Reviewers

Check the Appropriate Item Type – Required for All Submissions

<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal	<input type="checkbox"/> Addendum
<input type="checkbox"/> Claim			
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award		
<input type="checkbox"/> Chg Order No. _____	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	
<input type="checkbox"/> Ease./Encroach.	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Other: _____			

Required Information

Company or Vendor Name	Greeley & Hansen Engineers
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, Approved by Purchasing
Project Name	2011 CSO LTCP Assistance
Project Number	
Funding Source	Wastewater Engineering
Account No.	641-0630-791-3102
Amount	\$ 200,000.00
Terms of Contract	12 months
Purpose/Description	<u>Provide engineering assistance for CSO LTCP and Conscent Decree negotiations with US EPA.</u>

For Change Orders Only

Amount of	<input checked="" type="checkbox"/> Increase	\$ _____
	<input type="checkbox"/> Decrease	\$ _____
Previous Amount	\$ _____	
Current Percent of Change:	%	
New Amount	\$ _____	
Total Percent of Change:	%	
PO No.	_____	

Dispersal After Approval

Copy Original Carol Kurzhal - Environmental Services
 Jack Dillon

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

September 12, 2011

Mr. Paul Vogel
Greeley & Hansen, LLC
6640 Intech Boulevard, Suite 180
Indianapolis, Indiana 46278

RE: Professional Services Agreement – Regulatory Compliance Reporting (DMR) Model
Runs & General CSO Program Assistance

Dear Mr. Vogel:

The Board of Public Works, at its meeting held on September 12, 2011, approved the above referenced Professional Services Agreement in an amount not to exceed \$50,000.00.

Enclosed is a copy of the Professional Services Agreement for your records.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

A handwritten signature in black ink that reads "Linda M. Martin".

Linda M. Martin, Clerk

Enclosure

c: Patrick Henthorn, Engineering
Al Greek, Environmental Services
Carol Kurzhal, Environmental Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE CITY OF SOUTH BEND, INDIANA
AND GREELEY AND HANSEN LLC**

THIS AGREEMENT is made effective the 12th day of September, 2011 by and between the City of South Bend, Indiana, a municipal corporation organized and operating under the laws of the State of Indiana, acting by and through its Board of Public Works ("City") and Greeley and Hansen LLC, a limited liability company having its principal place of business at 100 S. Wacker Drive, Suite 1400, Chicago, Illinois 60606 ("Contractor").

For and in consideration of the mutual covenants and promises contained herein, the City and Contractor hereby agree as follows:

Section 1. Duties of the Contractor. The Contractor shall provide the Services which are more particularly described at Exhibit "A" attached hereto and incorporated herein. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

Section 2. Consideration. The Contractor will be paid as set forth at Exhibit "A". The total consideration under this Agreement shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Any payment that the City may deny or withhold or delay shall not be subject to penalty or interest under Indiana Code § 5-17-5.

Section 3. Term. This Agreement shall be effective for a period of Twelve (12) months commencing on September 12, 2011 ("Effective Date") and shall end on September 11, 2012 ("Expiration Date").

Section 4. Assignment; Successors. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the City.

Section 5. Changes in Scope of Services. The Contractor understands and agrees that it shall not commence any additional work or change the scope of the Services provided unless authorized in writing by the City. No claim for additional compensation shall be made by Contractor in the absence of prior written approval of the Parties.

Section 6. Governing Law; Compliance with Laws. This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference. Contractor shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Agreement. Further, the City shall not be required to pay for Services that are inconsistent with or in violation of this Agreement nor for any Services performed in violation of federal, state or local statute, ordinance, rule or regulation

Section 7. Relationship/Independent Contractor. Both parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one party shall not be deemed or construed to be the employee(s) or agent(s) of the other party for any purpose whatsoever. Neither party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall be solely responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

Contractor is solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to Contractor in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099 if applicable.

Section 8. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

Section 9. Funding Cancellation and Payments. In accordance with I.C. 36-1-12.5-5(d)(4), payments by the City are subject to annual appropriation by its fiscal body.

Section 10. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the fact of this Agreement.

Section 11. E-Verify. The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor is not required to participate in the E-Verify program should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Section 12. Minority and Women's Enterprise Diversity Development. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

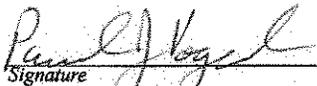
In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

Section 13. Corporate Authority. The person signing on behalf of the Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of the Contractor, and has obtained all necessary and applicable approvals to make this Agreement fully binding upon the Contractor after acceptance by the City.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

GREELEY AND HANSEN LLC


Signature

Paul J. Vogel
EXECUTIVE VICE-PRESIDENT
Printed Name and Title

100 SOUTH WACKER DRIVE
FLOOR 1400
Street Address

P.O. Box

Chicago, Illinois 60606
City, State Zip

312-558-7000 312-558-1006
Telephone Fax

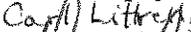
CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Gary Gilot, President



John Murphy, Member




Don Inks, Member

ATTEST:



Linda Martin, Clerk

Signature Page to Service Agreement by and between Board of Public Works and Greeley and Hansen LLC dated Sept. 12, 2011.

EXHIBIT A

Scope of Services



GREELEY AND HANSEN

100 S. Wacker Drive, Suite 1400
Chicago, Illinois 60606
p 312 558 9000
f 312 558 1986
www.greeley-hansen.com

August 23, 2011

Mr. Al Greek
Director of Wastewater
Department of Environmental Services
3113 Riverside Drive
South Bend, IN 46628

Subject: Agreement for Professional Services
General Assistance

Dear Al:

We are pleased to submit this proposal to provide assistance with miscellaneous professional services on an as needed basis as requested by the City of South Bend Department of Environmental Services (City). Such services may include, but are not limited to, the following:

- Regulatory compliance and reporting (DMR) assistance;
- General CSO Program assistance.

The specific Scope of Services for each task will be as requested by the City and confirmed in writing prior to providing the services.

We propose to provide the services described herein on the basis of cost of labor times a multiplier of 3.22. Travel and other direct costs will be invoiced at actual cost times a factor of 1.1. The cost for the services described will not to exceed \$50,000, except as authorized in writing by the City. Invoices will be presented as needed, but no more frequently than monthly, detailing the labor and expenses incurred by task for the billing period. Invoices will be payable upon receipt.

If this proposal is acceptable please sign and date, as indicated below, and return one original authorization for our files and to serve as our notice to proceed. Please contact me at 317.924.3380 if you have any questions or comments regarding this proposal.

Yours very truly,

Greeley and Hansen LLC

Paul J. Vogel, P.E.
Executive Vice President, Western Operations

AUTHORIZATION:

Department of Environmental Services
City of South Bend, Indiana

Approved:

Gary A. Gilot, P.E., President

Donald E. Inks, Member

Carl P. Littrell, Member

Attest:

Date:

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date 8-24-11 Department DES WWTP
 BPW Date 9-12-11 Phone 277-8515
 Name Al Greek

Required Prior to Submittal to Board
 Legal Attorney Name
 Controller Controller review is required for all Contracts \$5,000.00 or more and greater than one year in length per the City Purchasing Policy
 Other Appropriate Reviewers Carol Kurzhal

Check the Appropriate Item Type – *Required for All Submissions*

<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal	<input type="checkbox"/> Addendum
<input type="checkbox"/> Claim			
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award		
<input type="checkbox"/> Chg Order No. _____	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	
<input type="checkbox"/> Ease./Encroach.	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Other: _____			

Required Information

Company or Vendor Name	Greeley & Hansen
Project Name	Professional Services General Assistance
Project Number	
Funding Source	WWTP O&M engineering funds
Account No.	641-0630-793-31-02
Amount	\$ 50,000
Terms of Contract	Not to exceed \$50,000 expectation is around 12 months
Purpose/Description	<u>Regulatory compliance reporting (DMR) model runs and General CSO program assistance</u>

For Change Orders Only

Amount of	<input type="checkbox"/> Increase	\$ _____
	<input type="checkbox"/> Decrease	\$ _____
Previous Amount	\$ _____	
Current Percent of Change:	% _____	
New Amount	\$ _____	
Total Percent of Change:	% _____	
PO No.		

Dispersal After Approval

Copy	Original	
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR
BOARD OF PUBLIC WORKS

February 14, 2012

Mr. Jeff Frey
Optimatics, LLC
6535 North Olmsted Avenue, Suite 200
Chicago, Illinois 60631

RE: Professional Services Agreement – Optimization of South Bend
Collection System LTCP, Phase 2B

Dear Mr. Frey:

The Board of Public Works, at its meeting held on February 14, 2012, approved the above referenced Professional Services Agreement in the amount of \$165,925.00.

Enclosed is a copy of the Professional Services Agreement for your records.

Enclosed please find the City's Employment Eligibility Verification form required by the State for your signature. Please return the fully executed form as soon as possible. Additionally enclosed please find the City's Minority and Women Business Enterprise Diversity Development.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Martin". The signature is written in black ink and is positioned above the printed name of the signatory.

Linda M. Martin, Clerk

Enclosure

c: Patrick Henthorn, Engineering
Carol Kurzhal, Environmental Services
Jack Dillon, Engineering



INTER-OFFICE MEMORANDUM

DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING

TO: Board of Public Works
FROM: Patrick Henthorn *[Signature]*
SUBJECT: Optimization of South Bend Collection System LTCP - Phase 2B
DATE: 2-6-12

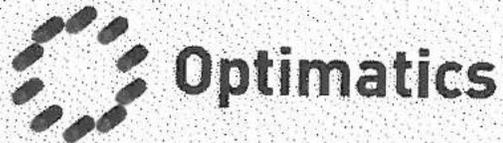
On November 21, 2011 the Board of Public Works approved the project scope for the *Optimization of South Bend Collection System LTCP* but only funded the first half of the scope. We are now ready to start the remaining tasks and would like the Boards approval to move forward with this phase at the cost of \$165,925.

This phase will include the following:

- Phase 2 Optimization and Memo
- Final Project Report
- Animation to Present Optimized Approach and Solution

APPROVED
Board of Public Works

FEB 14 2012
[Signature]
[Signature]
[Signature]



Optimatics

optimizing water systems

Optimization of the South Bend Collection System LTCP

Phase 2 Proposal

November 2011

Prepared by Optimatics for
City of South Bend



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1.0 Introduction

1.1 Project Understanding

The City of South Bend (City) is currently implementing a Long Term Control Plan (LTCP) to reduce Combined Sewer Overflows (CSOs) to an agreed target of no more than four overflow events per year. The anticipated cost of the LTCP is currently on the order of \$450 million. The LTCP projects include a combination of green infrastructure, sewer separation, combined sewer capacity improvements and treatment plant capacity enhancement. The City has commenced several Phase 1 projects and intends to complete all projects in the LTCP by 2031.

To ensure the City's rate payers receive the best possible value and cost-effective LTCP solution, the City plans to complete an exhaustive analysis of LTCP alternatives using Optimatics' unique collection system planning and optimization decision support technology and specialist engineering services. The objective of the alternatives analysis will be to significantly reduce the cost of the LTCP while still ensuring the City's CSO targets are achieved.

The South Bend LTCP Phase 1 Optimization completed by Optimatics in September 2011 identified cost savings in the order of 10% when compared to the previous LTCP solution. The City plans to undertake a more detailed Phase 2 Optimization of the LTCP which will include Green Infrastructure alternatives and refined inputs based on the Phase 1 solution review.

1.2 Optimization Purpose and Objectives

The purpose of the South Bend Collection System LTCP Optimization is to determine the least-cost combination of system improvements which will achieve a maximum of four CSO events per year.

The project is being undertaken in two phases. The first phase, already complete, provided a clear indication of which improvement options provide the greatest opportunity for cost savings. The second phase proposed herein will address the City's other objectives such as evaluating green infrastructure alternatives, performing sensitivity analyses, prioritizing improvement projects and developing an adaptive long term planning strategy.

The Phase 2 objectives are as follows:

- Refine optimization input data based on the Phase 1 solution peer review comments (such as the range of allowable improvement options or the cost rates applicable to specific capital improvement projects).
- Develop city-wide green infrastructure alternatives.
- Perform cost optimization of feasible improvement options, which will include green infrastructure, new relief sewers, storage facilities and real time control (RTC) strategies.
- Perform optimization sensitivity analyses and scenario runs.
- Prioritize capital improvements and develop an adaptive planning strategy.
- Remodel and validate the Phase 2 optimization solution in XP SWMM.
- Prepare the Phase 2 Optimization Report.

2.0 Integrated Team Approach

The optimization project team will require input from City staff, green infrastructure consultants (Cardno JFNew), RTC consultants (EmNet), and LTCP cost development and hydraulic modeling consultants (Greeley and Hansen). Optimatics will establish the necessary contracts with the individual sub-consultants required to undertake the scope of work described in this proposal. An overview of the required role and scope of work for each consultant is summarized in the table below (inclusive of tasks required in both the Phase 1 and Phase 2 optimization scope of work).

Team Member	Role	Scope of Work
City of South Bend	Client	Attend project workshops Contribute to identifying improvement options Review solutions and reports
Optimatics	Optimization	Project management, data collection, hydraulic modeling, optimization, reporting, and communications.
Cardno JFNew	Green Infrastructure Consultant	Develop city-wide green infrastructure alternatives. Perform hydrological modeling to develop inflow hydrograph options which correspond to various green infrastructure alternatives. Develop life-cycle cost estimates for each inflow hydrograph option. Provide upper estimates and lower estimates for the life-cycle cost associated with each inflow hydrograph option. Attend project workshops.
EmNet	RTC Consultant	Review the Phase 1 Optimized Solution and provide recommendations for RTC control options to be included in the Phase 2 optimization. Review the Phase 2 Optimized Solution and determine RTC algorithms which will minimize the required storage volume of future storage facilities. Attend project workshops as needed.
Greeley and Hansen	Cost Development Expert (Scott Girman)	Provide generic life-cycle capital and O&M unit cost rates for each category of improvement options (gravity sewers, force mains, pump stations, storage facilities, and WWTP upgrades). Suggest site specific cost adjustment multipliers. Review interim planning solution and confirm project costs are accurate / update cost inputs where required. Attend project workshops.
Greeley and Hansen	Modeling Expert (Rebecca Schaefer)	Update (SWMM 5) hydraulic model to include recently completed projects and near-term committed projects. Update hydraulic model to represent current inflow scenario (accounting for recently completed and committed future stormwater management projects). Provide the current LTCP solution in SWMM 5 format. Provide input during project workshops to assist with identifying improvement options and sharing system knowledge (allow for a total of three days involvement in workshops).
Greeley and Hansen	Peer Review and Report Finalization	Peer review of optimization solutions. Update the LTCP report based on the Optimatics' optimization report (not included in the optimization project scope of work). Attend workshops.

3.0 Optimization Phase 2 Scope of Work

The scope of work for the City of South Bend LTCP optimization is demonstrated in the Project Activity Flow Diagram in Figure 1, which includes collection of pertinent data; review of the hydraulic model and preparation of the model for optimization; the development of a Design Data Summary (DDS) Report; formulation of the optimization model; performance of the optimization runs; development of memoranda/ reports; attendance of project workshops; and proper communication during each step of the process.

The project is being completed in two separate phases. This section describes the Phase 2 Scope of Work. The project phases and key deliverables in each phase are:

- Phase 1a – Data collection, model preparation and Design Data Summary Report
- Phase 1b – Formulate optimization model, perform optimization runs and prepare the Phase 1 Optimization Report.
- Phase 2 – Perform final optimization runs, scenario evaluations, sensitivity analyses and risk/benefit analysis, prepare the Phase 2 Optimization Report and update the City’s LTCP. For budgeting purposes, Phase 2 will be separated into Phases 2A and 2B (see Section 4).

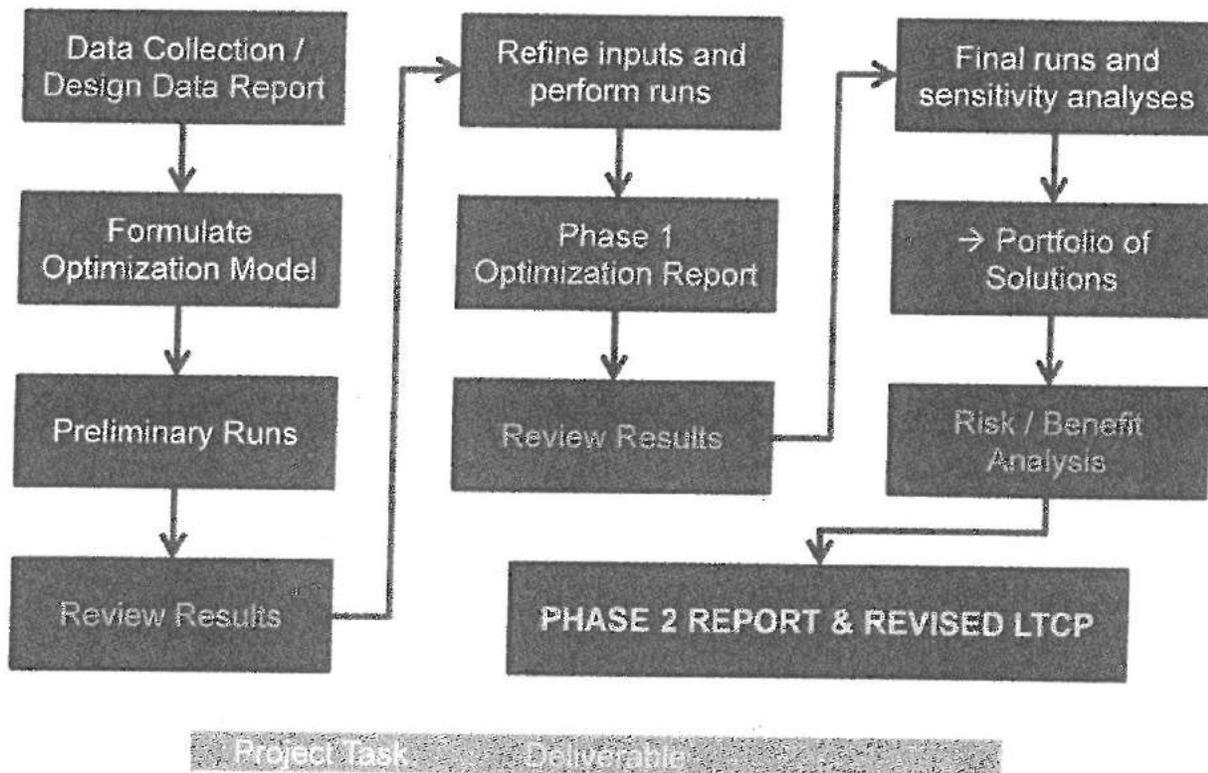


Figure 1 – Project Activity Flow Diagram

3.1 Additional Data Collection and Design Data Summary Report Update

3.1.1 Additional Data Collection

Based on the outcome of the Phase 1 optimization peer review, Optimatics will coordinate with the City and the project sub-consultants to collect and/or develop the following data:

- revised unit cost rates for relief sewer construction, storage tanks, and linear storage facilities;
- the hydraulic model in XP SWMM format
- green infrastructure inflow hydrograph alternatives and associated cost estimates;
- guidance on constructability issues associated with relief sewer alternatives;
- details on the site availability for storage facilities;
- guidance on allowable surcharge;
- guidance on RTC alternatives;
- available budget in each 5-year planning cycle; and
- other relevant information.

3.1.2 Design Data Summary (DDS) Report Update

Optimatics will update the Design Data Summary (DDS) Report based on information provided by the City and the sub-consultants. The DDS will capture the project scope, data on allowable improvement choices, unit costs, hydraulic performance and design criteria, and the optimization methodology. This information will then be used by Optimatics to formulate the Phase 2 optimization model.

The DDS Report is essentially an agreement between the City and Optimatics stating that the assumptions and input data are correct and will be used for the optimization analyses. Since each optimization run represents considerable time and effort, it is important that this agreement is reached at the outset before the analyses have effectively begun. Later changes could represent a change in scope that may require additional study time and/or budget. Optimatics will therefore work very closely with City staff to ensure that they understand the process and the data required.

3.2 Hydraulic Model Refinement for Phase 2 Optimization

Optimatics will compare the EPA SWMM and XP SWMM versions of the hydraulic model to determine if there are any opportunities for improving the EPA SWMM model to better match the XP SWMM model.

3.3 Phase 2 Optimization Formulation and Preliminary Runs

3.3.1 General Formulation

The optimization model will be refined based on the Phase 2 optimization input data defined in the DDS report. The optimization model will be tailored specifically for the allowable planning alternatives, unit cost rates, and performance criteria established for this study.

Based on our understanding of the project requirements, we believe the optimization problem can be summarized as follows:

Table 1. Summary of South Bend Optimization Problem

1. Select infrastructure improvements and operational settings:	2. Minimize capital and O&M costs:	3. Satisfy design criteria, operational limitations and system performance constraints:
Location and size for new gravity sewers and force mains	New conduit costs	Achieve a maximum of four CSO discharges during the typical year continuous rainfall analysis
Capacity of upgraded pump stations	Pump upgrade costs	Satisfy force main velocity criteria
Location and size for new storage facilities	New storage costs	Satisfy minimum freeboard criteria to address basement backups
RTC for new infrastructure	RTC equipment costs	
Green infrastructure	Green infrastructure costs	
Pump station operating settings	Pumping energy costs	

3.3.2 Phase 2 Preliminary Runs

A series of trial optimization runs will be conducted to make sure the model is performing properly. Trial runs will be performed using the green infrastructure Pilot data collected in Phase 1. The model formulation and various parameters will be adjusted to ensure the optimization search process proceeds in the most efficient and comprehensive manner.

Optimatics will communicate the early optimization trends observed during the preliminary optimization runs.

3.4 Phase 2 Optimization, Sensitivity Runs and Memorandum

Once the optimization model is formulated and several preliminary runs are completed, Optimatics will carry out Phase 2 optimization runs. The Phase 2 runs will identify the least-cost solution based on the Phase 2 optimization inputs. Several sensitivity analyses and scenario runs will be performed. These may include green infrastructure cost estimate sensitivity runs or scenario runs with particular improvement options locked in or locked out.

The Phase 2 optimization solution will be summarized in a technical memorandum and presented to the City and other key members of the project team for discussion. The solutions will be presented in the form of one-page system maps. A Project Workshop will be held for Optimatics to present the Phase 2 optimization solution and discuss the results with the City and other members of the Project Team.

After receiving feedback on the Phase 2 solution and identifying opportunities to further refine the solution, Greeley and Hansen will remodel the solution in XPSWMM. Once the solution has been

validated in XP SWMM, Optimatics will commence staging runs to prioritize the improvement projects.

3.5 Capital Improvement Prioritization

Optimatics will use the optimization model to determine which combination of capital improvements should be constructed in the first 5-year planning cycle to achieve the greatest reduction in CSO volume within the available budget for that planning period. The staging optimization will take into account the results from the sensitivity analyses performed in the previous task to ensure the recommended improvements in the first 5-year period are designed with sufficient contingency to address risks associated with data uncertainty.

The objective of the capital improvement prioritization will be to develop a recommended planning strategy which can be adapted over time in accordance with the Department of Justice (DOJ) consent decree requirements.

3.6 Final Report

The results of the Phase 2 optimization runs and capital improvement prioritization analysis will be presented in a Final Optimization Report which summarizes the design and cost of the preferred solution along with recommended strategies for implementing pilot green infrastructure projects and adapting the LTCP over time as more data becomes available. A Final Presentation will be held to discuss the final solutions. Optimatics will provide detailed solution cost summaries, figures, and GIS layers of the final optimization solutions.

3.7 Optimization Animation

An optimization animation will be developed for the City which shows the thousands of alternative solution configurations trialed in a single optimization analysis. The animation will provide a glass-box perspective of the optimization run to provide the City and its stakeholders with confidence that an exhaustive analysis of the improvement options has been undertaken. The animation will provide a useful tool for the City to demonstrate the highly defensible process undertaken using optimization to develop the LTCP.

4.0 Phase 2 Fee Structure and Project Schedule

The fee structure for the South Bend LTCP Optimization Phase 2 is presented below. Optimatics' contract and each of the subconsultant agreements are time and materials-based contracts. For funding purposes, the City has requested that tasks to be separated into Phase 2A and Phase 2B as shown in Tables 2 and 3. The budget figures represent our best estimate for completing the identified work tasks. An additional 5% contingency has been added to account for unforeseen changes in scope as this remains a difficult project to scope out in detail. This estimate and contingency approach was applied in Phase 1 and resulted in an unused Phase 1 budget amount of \$7,445, which perhaps can be rolled over into this Phase 2 project.

The Phase 2 project schedule is shown in Figure 2 on the following page.

Table 2. Phase 2A Budget Estimate

Task Description	Optimatics	Cardno JFNew	EmNet	Greeley & Hansen	Total Cost
1 Additional Data Collection and DDS Report Update	\$11,100	\$40,731	\$2,652	\$5,264	\$59,747
2 Model Refinement	\$16,160	\$2,000	\$3,536	\$5,264	\$26,960
3 Phase 2 Optimizer Formulation and Trial Runs	\$30,545	\$2,000	\$0	\$4,324	\$36,869
Mark-up on Sub-consultants (10%)	\$3,289				\$3,289
<i>Total Labor & Mark-up</i>	<i>\$61,094</i>	<i>\$44,731</i>	<i>\$6,188</i>	<i>\$14,852</i>	<i>\$123,576</i>
<hr/>					
Phase 2A - Direct Costs					
Workshops (inc. flights, accommodation, meals, etc)	\$5,000	\$1,000	\$0	\$1,000	\$7,000
Software Access Fee (\$3,000 per month)	\$6,000				\$6,000
Run Costs	\$4,000				\$4,000
<i>Total Directs</i>	<i>\$15,000</i>	<i>\$1,000</i>	<i>\$0</i>	<i>\$1,000</i>	<i>\$17,000</i>
Phase 2A Totals	\$76,094	\$45,731	\$6,188	\$15,852	\$140,576
Contingency 5%					\$7,029
Total Proposed Phase 2A Budget					\$147,605

Note 1: The Run Costs shown in the fee estimate represent the processing cost of performing the optimization runs. Run Costs will be charged at actual cost based on the current unit of computing resource rate.

Table 3. Phase 2B Budget Estimate

Task Description	Optimatics	Cardno JFNew	EmNet	Greeley & Hansen	Total Cost
4 Phase2 Optimization and Memo	\$36,530	\$3,000	\$39,559	\$21,834	\$100,923
5 Final Project Report	\$20,270	\$3,000	\$5,304	\$2,464	\$31,038
6 Animation to Present Optimized Approach & Solution	\$9,305	\$0	\$0	\$0	\$9,305
Mark-up on Sub-consultants (10%)	\$3,758				\$3,758
Total Labor & Mark-up	\$69,863	\$6,000	\$44,863	\$24,298	\$141,266
Phase 2 - Direct Costs					
Workshops (inc. flights, accommodation, meals, etc)	\$4,000	\$0	\$0	\$0	\$4,000
Software Access Fee (\$3,000 per month)	\$6,000				\$6,000
Run Costs	\$3,000				\$3,000
Total Directs	\$13,000	\$0	\$0	\$0	\$13,000
Phase 2B Totals	\$82,863	\$6,000	\$44,863	\$24,298	\$158,024
Contingency 5%					\$7,901
Total Proposed Phase 2B Budget					\$165,925

Note 1: The fee to develop the animation in Task 6 represents a 50% discount. The animation will be prepared in a PowerPoint format similar to other Optimatics' slideshow animations the City has viewed. If the City would prefer the animation be prepared in a different format to make better use of it as a communication tool, this can be agreed.

Note 2: The Run Costs shown in the fee estimate represent the processing cost of performing the optimization runs. Run Costs will be charged at actual cost based on the current unit of computing resource rate.

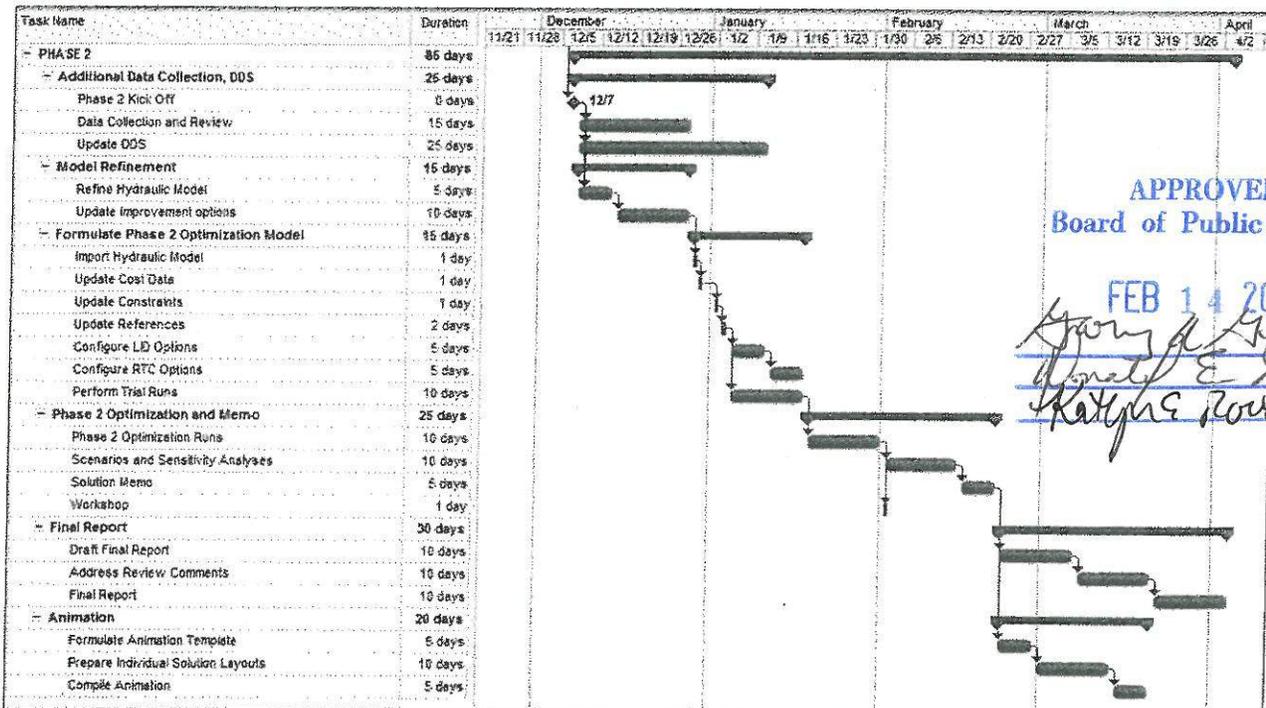


Figure 2 – Phase 2 Project Schedule

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date 2-6-12 Department PW
 BPW Date 2-14-12 Phone 5998
 Name Patrick Henthorn

Required
Prior to
Submittal to
Board

Legal Attorney Name
 Controller Controller review is required for all Contracts \$5,000.00 or more
 and greater than one year in length per the City Purchasing
 Policy
 Purchasing

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal	<input checked="" type="checkbox"/> Addendum
<input type="checkbox"/> Claim			
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award		
<input type="checkbox"/> Chg Order No. _____	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA	
<input type="checkbox"/> Ease./Encroach.	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Other: _____			

Required Information

Company or Vendor Name	Optimatics
New Vendor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, Approved by Purchasing
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Project Name	Optimization of South Bend Collection System LTCP - Phase 2B
Project Number	
Funding Source	CSO/Stormwater project funded with EDIT dollars
Account No.	
Amount	\$ 165,925
Terms of Contract	
Purpose/Description	<u>On November 21, 2011 the BPW approved the project scope for the Optimization of South Bend Collection System LTCP but only funded the first half of the scope. We are now ready to start the remaining tasks.</u>

For Change Orders Only

Amount of	<input type="checkbox"/> Increase	\$
	<input type="checkbox"/> Decrease	\$
Previous Amount		\$
Current Percent of Change:		%
New Amount		\$
Total Percent of Change:		%
PO No.		

Dispersal After Approval

Copy Original Carol
 Sack

2/14/12 bailment agent

EMPLOYMENT ELIGIBILITY VERIFICATION

STATE OF INDIANA)
) SS:
 _____ COUNTY)

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

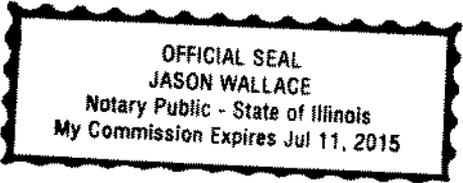
The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Dated this 21st day of Feb., 2012

Optimatics LLC
Contractor/Bidder (Firm)

Jeffrey Frey
Signature of Contractor/Bidder or Its Agent

Jeffrey Frey, VP Client Services
Printed Name and Title



Subscribed and sworn to before me this 21 day of Feb, 2012

My Commission Expires July 11 2015

Jason Wallace
Notary Public

County of Residence Cook

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171

CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR
BOARD OF PUBLIC WORKS

August 14, 2012

Mr. Joel Wilson
Optimatics, LLC
6535 N. Olmsted Avenue, Suite 200
Chicago, Illinois 60631

RE: Professional Services Agreement Addendum – Optimization of South Bend
Collection System LTCP – Phase 2B

Dear Mr. Wilson:

The Board of Public Works, at its meeting held on August 14, 2012, approved the above referenced Professional Services Agreement Addendum in the amount of \$63,453.00.

Enclosed is a copy of the Professional Services Agreement Addendum for your records.

Also enclosed please find the City's Employment Eligibility Verification form required by the State for your signature. Please return the fully executed form as soon as possible. Additionally enclosed please find the City's Minority and Women Business Enterprise Diversity Development.

If you have any questions, please contact me at (574) 235-9251.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Martin".

Linda M. Martin, Clerk

Enclosure

c: Patrick Henthorn, Engineering



Optimatics

Optimatics

6535 N Olmsted Avenue

Suite 200

Chicago, IL 60631

Tel 773-792-2661

Fax 773-792-2677

www.optimatics.com

Water System Optimization

June 20, 2012

Patrick Henthorn, P.E.
Assistant City Engineer
Department of Engineering
City of South Bend
227 W. Jefferson Blvd.
South Bend, IN 46601

Subject: Request for additional budget to finalize the South Bend LTCP Optimization

Dear Patrick,

Optimatics is seeking approval for additional budget to finalize the South Bend LTCP Optimization. The additional budget being requested is for all outstanding tasks yet to be completed for the project. Some of the outstanding tasks (such as the Report and Animation) are already included in our current scope of work and while there is some remaining budget for these tasks, a large portion of the budget allocated to these tasks has been utilized to undertake out-of-scope work items that were essential to develop the current solutions. Fortunately, a number of in-scope items have been completed for less than the allocated budget so the additional fee request is less than the cost of the additional scope items individually.

Below find lists of both out-of-scope work completed and tasks to still be completed, a table of all of these tasks with requested fees shown, and a fee breakdown table showing Optimatics team fees.

Out-of-Scope Work Completed:

- Re-optimization of "Grey-Only/No LID" scenario – This scenario was evaluated in Phase 2a and the solution review comments were included into the Phase 2b optimization of all alternatives (including green and grey infrastructure). Performing additional optimization runs for the No LID scenario was not included in the original Phase 2b scope and budget; however, this scenario has been re-optimized in Phase 2b to enable an apples-with-apples comparison between optimized solutions with and without LID using the final Phase 2b input data.
- Several iterations of the "with LID" scenario – the LID scenario was run multiple times for different version of the LID input data as various anomalies in the input data provided by Cardno JF New were identified and corrected.
- Conveyance refinement in LID solutions – All optimization solutions with LID have been refined such that conveyance infrastructure is adequate for "No LID" flow conditions. The purpose of this refinement is to provide confidence that overflows will only occur at controlled release points (with provisions for screening and chemical dosing).



Optimatics

Page 2 of 4

- Single conveyance solution – Optimization results from the No LID and With LID scenarios demonstrated distinct trends in the overall conveyance strategy for the system. Rather than presenting solutions with only slight differences in the conveyance strategy, a conveyance strategy was selected that performed well regardless of the LID strategy. Several iterations were performed to ensure the conveyance strategy was cost effective and hydraulically robust for the full range of potential design conditions.
- Sensitivity analyses – Additional scenarios were completed to demonstrate how the Optimized Solution is affected by the assumed effectiveness of LID technologies. An additional scenario was included to evaluate the effect of not including rain gardens and/or Bioretention bumpouts (politically sensitive LID technologies). Sensitivity analyses were also performed for the assumed cost of river crossings.

The following tasks are still to be completed:

- Interim Solution Memorandum – This memorandum will be completed in June and will present the current solutions and recommendations for finalizing the project. It will provide the Team with an opportunity to digest the work that has been completed and to comment on what should be done to finish the project. The memorandum will provide a basis for the Draft Final Report to be completed efficiently in July.
- Perform RTC setup and Optimization – EmNet will review the current Optimized Solutions and include RTC structures which can then be optimized by Optimatics to ensure existing and future infrastructure is fully utilized and the size of future storage facilities capitalize on the use of effective RTC structures.
- Works Schedule Prioritization – The optimization model will be used to prioritize capital improvement projects based on which projects achieve the greatest reduction in CSO volume within the available budget for each planning horizon.
- LID Solution Details and Spot Check Hydrological Modeling – Cardno JFNew and Optimatics will develop additional metrics and figures to help present the LID solution. Spot check detailed hydrological modeling will be completed for CSO10 and CSO37 to help demonstrate how the recommended optimization solution may be affected by detailed modeling.
- Remodel Optimized Solution in XP-SWMM – The Optimized Solution will be remodeled and verified in XP-SWMM by Greeley and Hansen. Any adjustments to the solution(s) will be presented in the Final Report.
- Optimization Animation
- City and Team Workshop
- Prepare Draft and Final Report

Yours Sincerely

Joel Wilson

Wastewater Team Leader – Optimatics LLC

APPROVED
Board of Public Works

AUG 14 2012



Optimatics

Page 3 of 4

Table of out-of-scope work completed and tasks to be completed with requested fees:

Fee Item #	Task	Status	Scope	Total Cost (including subs)
-	Re-Optimize "No LID" Scenario	Complete	Outside Current Scope	Completed under Phase 2B budget
-	Update "With LID" Scenario for Revised LID Data Sets	Complete	Outside Current Scope	Completed under Phase 2B budget
-	Single Conveyance Solution	Complete	Outside Current Scope	Completed under Phase 2B budget
-	Sensitivity Analysis	Complete	Outside Current Scope	Completed under Phase 2B budget
1	Interim Solution Memo (No. 1 in fee breakdown)	Underway – Complete in June	Outside Current Scope (though reduces level of effort required for draft/final report)	\$ 5,315.00
2	RTC Setup and Optimization	Underway – Complete in June	Phase 2B Scope	\$ 37,566.00
3	Project Prioritization	Early July	Outside Current Scope	\$ 10,960.00
4	Spot-check Hydrological Modeling	Underway – Complete in June	Outside Current Scope	\$ 3,147.00
5	LID Solution Details	Underway – Complete in June	Outside Current Scope	\$ 1,520.00
6	Remodel Optimized Solution in XP-SWMM	Underway – Complete in early July	Outside Current Scope	\$ 17,346.00
7	Optimization Animation	July-August	Phase 2B Scope	\$ 9,190.00
8	City and Team Workshop	Mid-Late July	Phase 2B Scope	\$ 8,756.00
9.1,9.2	Prepare Draft and Final Report (Nos. 9.1 & 9.2)	Late July	Phase 2B Scope	\$ 13,210.00
10	Meetings and Project Management			\$ 5,122.00
-	10% Mark-up on Subs			\$ 5,643.00
-	Direct Costs			\$ 5,734.00
-	Sub Total			\$123,509.00
-	Less Remaining Budget as of 6/15/12 (including contingency)			\$ 64,002.00
-	Additional Budget Required			\$59,507.00



Optimatics

Phase 2B Final Tasks & Fee Breakdown

Phase 2B Final Tasks	Optimatics	Subconsultants			Mark-up on Subs 10%	Total
		Greeley & Hansen	EmNet	Cardno JFNew		
Prepare interim memorandum	\$ 5,315		32,156			\$ 5,315
Perform RTC setup and optimization	\$ 5,410					\$ 37,566
Remodel solution in XP-SWMM	\$ 1,885	15,461				\$ 17,346
Perform prioritization & adaptive plan	\$ 10,960					\$ 10,960
Check LID 2 CSO areas, no-RGBO, memo	\$ 1,065			2,082		\$ 3,147
Prepare LID stats for all CSO areas				1,520		\$ 1,520
Prepare Draft Final Report	\$ 6,370					\$ 6,370
City and Team Workshop	\$ 5,520			3,236		\$ 8,756
Create Optimizer WCS Animation	\$ 9,190					\$ 9,190
Prepare Final Report	\$ 6,840					\$ 6,840
Meetings and Project Management	\$ 3,150			1,972		\$ 5,122
Subtotal, Task 4	\$ 55,705	\$ 15,461	\$ 32,156	\$ 8,810	\$ 5,643	\$ 117,775
Direct Costs - Phase 2B						
Travel, lodging, meals, printing, etc.	\$ 3,000	\$ -	\$ -	\$ 734		
Software Access Fee	\$ 1,000					
Run Costs	\$ 1,000					
Subtotal, Phase 2B Final Directs	\$ 5,000	\$ -	\$ -	\$ 734	\$ -	\$ 5,734
TOTAL Phase 2B Final	\$ 60,705	\$ 15,461	\$ 32,156	\$ 9,544	\$ 5,643	\$ 123,509
Remaining Budget as of 6/15/12 (inc. contingency)	\$16,385	\$15,461	\$32,156	\$0	\$0	\$64,002
Additional budget required to complete	\$44,320	\$0	\$0	\$9,544	\$5,643	\$59,507

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date 8/7/12
 Name Patrick Henthorn Department PW
 BPW Date 8/14/12 Phone Extension 5998

Required Prior to Submittal to Board

Legal Attorney Name
 Controller Controller review is required for all Contracts \$5,000.00 or more and greater than one year in length per the City Purchasing Policy
 Purchasing

Check the Appropriate Item Type – Required for All Submissions

Agreement Contract Proposal Addendum
 Professional Services
 Bid Opening Bid Award Req. to Advertise Title Sheet
 Quote Opening Quote Award
 Chg Order No. _____ C/O & PCA No. _____ PCA
 Ease./Encroach. Traffic Control _____ Resolution
 Other: _____ Claim

Required Information

Company or Vendor Name Optimatics
 Yes If Yes, Approved by Purchasing
 New Vendor No
 MBE/WBE Contractor MBE WBE Completed E-Verify Form Attached Yes No
 Project Name Optimization of South Bend Collection System LTCP – Phase 2B
 Project Number _____
 Funding Source Wastewater
 Account No. 641-0630-793-31-02
 Amount \$ 63,453 (increase amount)
 Terms of Contract _____
 Purpose/Description This is an increase of the project and correct mathematical error made by engineer amount to cover budget over runs and to finish the project.

For Change Orders Only

Amount of Increase \$ _____
 Decrease \$ _____
 Previous Amount \$ _____
 Current Percent of Change: _____ %
 New Amount \$ _____
 Total Percent of Change: _____ %
 PO No. _____

Dispersal After Approval

Copy Original

INTER-OFFICE MEMORANDUM

DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING

TO: BPW
FROM: Patrick Henthorn
SUBJECT: Optimatics Phase 2B Budget Correction
DATE: August 7, 2012

When the BPW approved Phase 2B for Optimatics I wrote the incorrect budget number on the agenda request. The correct amount should have been \$169,8871 not \$165,925.

This error has been brought to my attention and I am requesting that we correct the amount and increase the purchase order by \$3,946.

What we do today makes a difference!

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171

CITY OF SOUTH BEND PETE BUTTIGIEG, MAYOR
BOARD OF PUBLIC WORKS

May 28, 2013

Ms. Rebecca Schaefer
Greeley & Hansen, LLC
6640 Intech Boulevard, Suite 180
Indianapolis, Indiana 46278

RE: Professional Services Agreement – 2013 Long Term Control Plan Flow Monitoring and Assistance

Dear Ms. Schaefer:

The Board of Public Works, at its meeting held on May 28, 2013, approved the above referenced Professional Services Agreement in the amount of \$164,000.00.

Enclosed is a copy of the Professional Services Agreement for your records.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Martin".

Linda M. Martin, Clerk

Enclosure

c: Jack Dillon, Public Works
Carol Kurzhal, Environmental Services

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the 20th day of May in the year 2013 between the City of South Bend, Indiana, hereinafter referred to as CITY and Greeley and Hansen LLC, an Illinois limited liability company, hereinafter referred to as ENGINEER, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office at 6640 Intech Boulevard, Suite 180, Indianapolis, Indiana 46278, for professional engineering services in connection with the 2013 LTCP Assistance, the PROJECT.

Article II. ENGINEER'S SERVICES

ENGINEER shall provide professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The scope of the basic services for the PROJECT is set forth in Exhibit A attached hereto and made a part of this AGREEMENT.

CITY shall provide written authorization to ENGINEER prior to the commencement of the basic services, whereupon ENGINEER shall provide professional engineering services as required to

complete the basic services, as set forth in Exhibit A, to the approval of CITY. ENGINEER shall not perform services beyond the scope defined in Exhibit A without the prior written authorization of CITY.

B. Additional Services

At CITY's request, ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail the: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation per Exhibit C.

CITY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by CITY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

C. Period of Services

ENGINEER agrees that the basic services, as defined in Article II. A., above, will be substantially complete within six months of receipt of the flow monitoring data. The flow monitoring data is expected to be received in September of 2013.

The period for completion of the basic services will begin upon the date of CITY's written notice to proceed. ENGINEER shall not, however, be responsible for the timely completion of basic services, as agreed to herein (1) if completion is delayed by the failure of CITY to furnish the

services provided for under Article IV., hereof, in a timely manner, (2) if there is a failure of any construction contractor to complete any construction contract work within original contract time requirements, or (3) for other reasons beyond the control of ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services, unless reasons for delay in completion are beyond the control of ENGINEER.

If ENGINEER'S basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the CITY for more than ninety days beyond the scheduled completion date for said basic or additional services for reasons beyond ENGINEER'S control, compensation for the delayed services, as provided in Article III. hereunder, shall be subject to renegotiation upon the written request of ENGINEER. However, such request must be submitted by ENGINEER to the CITY prior to the completion of the delayed services.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II. of this AGREEMENT for which the CITY shall compensate ENGINEER as follows:

A. Basic Services

1. Personnel Services

ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a 3.22 factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours for office-based personnel and divided by 2,080 hours for field-based

(resident) personnel. The annual base salary for Principals is as established by the LLC for each calendar year.

2. Subconsultants and Other Professional Associates

CITY shall pay ENGINEER for the services of its subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

3. Reimbursable Direct Costs

CITY shall pay ENGINEER the actual cost plus 10 percent of the actual cost for any direct reimbursable costs incurred in connection with performing the services. Such costs shall include, but not be limited to, the following:

- Printing of reports, report memoranda, construction Contract Documents and other project-related documents
- Travel¹ and subsistence
- Express mail charges
- Expendable supplies

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same bases as provided for in Paragraph III. A., above, for basic services.

C. Total Compensation

The total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services, as described in Paragraph III. A.

It is agreed that the total compensation to ENGINEER for performing basic services will not exceed a total estimated cost as set forth in Exhibit B. ENGINEER agrees to strive to perform the

services specified in the scope of basic services, in Exhibit A, within such total estimated cost. If at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of the basic services will be greater than the total estimated cost for such services, ENGINEER shall notify CITY in writing to that effect giving the detailed reasons for the change and a revised estimate of such total cost for the performance of basic services.

ENGINEER shall, each fiscal period, report to CITY actual expenditures for engineering services against estimated costs. At the times actual expenditures are at 50 percent and 75 percent of the total estimated cost for any phase of services, ENGINEER shall prepare and submit to CITY an estimate of the cost required to complete the services. If the estimate indicates that the services cannot be completed within the established total estimated cost, an equitable adjustment in cost will be negotiated.

CITY shall not be obligated to compensate ENGINEER in excess of the established total estimated compensation for basic services and ENGINEER shall not be obligated to continue performance or otherwise to incur costs in excess of those included in said estimated compensation unless and until the parties hereto have duly executed an amendment to this AGREEMENT providing for a revised estimate of compensation for performance of basic services. When and to the extent that the estimated compensation for basic services has been increased, any costs incurred by ENGINEER in excess of those included in the estimated compensation prior to such increase shall be compensable to the same extent as if such costs had

¹ Local travel by personal or company automobile shall be paid for at U.S. Internal Revenue Service maximum acceptable mileage rates for business travel.

been incurred after the increase (unless CITY directs that the increase is solely for the purpose of covering specified expenses).

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", as used in this Article III. C., shall mean "additional services" and the term "Exhibit A" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.
2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent of the invoiced fees.
3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination plus 10 percent of the actual cost.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.
2. If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.

3. No deduction shall be made from ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.
4. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation under Article II. C. or may terminate this AGREEMENT.

Article IV. CITY'S RESPONSIBILITIES

The CITY shall, as required:

- A. Provide all criteria and full information as to CITY's requirements for the PROJECT, and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including CITY maps and plats, previous reports, records, drawings, specifications and any other data relative to design or construction of the PROJECT.
- C. Furnish to ENGINEER property and land use data pertaining to the PROJECT available to the CITY including, but not limited to, property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other related data.
- D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the CITY may require.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

- F. Furnish above record information, property and land use data, and services at CITY's expense in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.
- G. Pay for any required surveys and geotechnical investigations and reports.
- H. Furnish any laboratory analyses that may be required in connection with the PROJECT.
- I. Guarantee full and free access to ENGINEER to enter upon all public and private property required for the performance of ENGINEER'S services under this AGREEMENT.
- J. Designate in writing a person to act as CITY's representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- K. Coordinate, consolidate, reconcile and bring congruence to differing views in the CITY's organization to form single firm responses stating the CITY's position on matters requiring resolution during performance of ENGINEER'S services. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.
- L. Provide ENGINEER with prompt written notice of any defect or suspected defect in ENGINEER'S performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.

- M. In any agreement entered into between the CITY and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify, provide insurance coverage to, and/or name as additional insured, the CITY, the contractors and subcontractors shall be required to indemnify, provide insurance coverage to, and/or name as additional insured, the ENGINEER, its subconsultants, professional associates, and each of their officers, principals, partners and employees to the same extent as to the CITY. Furthermore, the CITY will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.
- N. Give prompt written notice to ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of construction contractors.
- O. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other deliverables prepared by ENGINEER for this PROJECT are the ENGINEER'S instruments of service for this PROJECT only and shall remain the property of ENGINEER until the CITY has compensated ENGINEER in full for services rendered pursuant to this AGREEMENT. Upon final payment for basic services and for each separately accepted and authorized proposal for additional services, ownership of the deliverables or instruments of service shall be vested in the CITY. ENGINEER, however, may

retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

The ENGINEER'S instruments of service have been prepared for very specific purposes and the degree of accuracy and detail of the instruments of service are consistent with those purposes but they may not be useful for other purposes. Furthermore, misapplication of the ENGINEER'S instruments of service can cause occurrences that potentially have life/safety and financial consequences. The ENGINEER'S instruments of service are not intended or represented to be suitable for use by the CITY or by others acting for the CITY for other purposes on this PROJECT or on extensions of this PROJECT or on any other project without written verification, adaptation or completion by ENGINEER and, when applicable, associated compensation to ENGINEER.

Any changes or modifications to the instruments of service of ENGINEER which are introduced by anyone other than ENGINEER may have adverse consequences. Therefore, the change or modification of ENGINEER'S instruments of service by the CITY or by others acting for the CITY shall be at the CITY's sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such change or modification.

Use of the instruments of service of ENGINEER on extensions of this PROJECT, or on any other project by the CITY or by others acting for the CITY, without verification or adaptation by ENGINEER and appropriate compensation therefor, shall be at the CITY'S sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless

ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such use of ENGINEER'S instruments of service for this PROJECT.

B. Documents on Electronic Media

Documents delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V. A. above applies to documents delivered on electronic media.

The form of ENGINEER'S drawings, specifications, reports, data or other information that may be relied upon are those which 1) are set forth on paper (also known as hard copies) and 2) are designated as final. Files in electronic media format of text, data, graphics, or other types are furnished only for convenience, not reliance by the CITY. Any conclusion or information obtained or derived from such electronic files will be at the CITY's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because files stored in electronic media format can contain irregularities, deteriorate or be modified inadvertently or otherwise without authorization of the ENGINEER, the transmitted electronic files should be examined by the CITY within 60 calendar days of receipt, after which time the CITY shall be deemed to have accepted the files thus transmitted. Any transmittal deficiencies detected within the 60-day acceptance period will be corrected by ENGINEER. Deficiency corrections requested after the acceptance period will be considered "additional services." ENGINEER is not responsible for irregularities, deterioration or modifications occurring or detected after the 60 calendar-day acceptance period.

ENGINEER 1) makes no representations as to the long-term usability or readability of the electronic files and 2) cannot be depended upon to maintain copies of the electronic files after the 60 calendar-day acceptance period.

The documents will be in the software listed below designed for operation on a PC compatible computer under the associated operating system as listed below:

Type of Document	Software	Operating System
Wordprocessed Text	Microsoft Word 2007	Windows 7
Spreadsheets	Microsoft Excel 2007	Windows 7
CADD Drawings	AutoCAD 2012	Windows 7
Gantt Charts	Microsoft Project 2007	Windows 7

The ENGINEER makes no warranty as to the compatibility of electronic files beyond those versions. However, the ENGINEER reserves the right to submit documents in versions newer than those shown above.

ENGINEER makes no representations as to the compatibility, usability, or readability of the electronic files resulting from the use of software application packages, operating systems, or computer hardware (e.g. monitors, graphic cards and plotters) differing from those used by ENGINEER and its subconsultants. Also, the use of software application packages, operating systems and computer hardware different from those used by ENGINEER and its subconsultants may introduce errors and irregularities. Such occurrences are not the responsibility of ENGINEER and its subconsultants.

C. Successors and Assigns

1. The CITY and ENGINEER each binds itself and its officers, principals, partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the officers, principals, partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
2. Neither the CITY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V. C. 1. and except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the CITY or other revisions due to causes beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the CITY prior to commencement of work, as provided in Article II. B.

This AGREEMENT takes into account the professional engineering and architectural signing and sealing requirements that are applicable as of the date of this AGREEMENT. Any changes to those requirements during the performance of the services associated with this AGREEMENT which cause revisions to the scope of the ENGINEER'S services or to the ENGINEER'S instruments of services shall be considered "additional services."

Proposals for services pursuant to changes in scope or revisions shall, upon CITY acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the CITY and ENGINEER for professional engineering services pertaining to the PROJECT as described in Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the CITY and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the CITY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Indiana.

I. Subconsultants

During the performance of this AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants or professional associates shall be subject to the prior approval of the CITY.

J. Insurance

ENGINEER shall acquire and maintain:

1. Statutory worker's compensation insurance coverage
2. Commercial general liability insurance coverage with a limit of \$1,000,000 or more per occurrence and annual aggregate applicable to bodily injury and property damage claims.
3. Professional liability insurance coverage with an annual aggregate limit of at least \$1,000,000.

K. ENGINEER'S Estimates of Cost and Standard of Care

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates of project and construction costs are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or
2. Obligating the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or
3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or
4. An assumption by the ENGINEER of the liabilities of any other party.

L. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the CITY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the CITY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

M. Termination

This AGREEMENT may be terminated by the CITY without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this

AGREEMENT. Within sixty days following the date of receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the CITY copies of all drawings, specifications and other deliverables or instruments of service prepared prior to termination.

N. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the CITY and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by mediation or arbitration, if the parties mutually agree, or in an Indiana court of competent jurisdiction.

O. Non-Discrimination and Equal Employment

ENGINEER acknowledges that it is in compliance with the prohibitions against discrimination in employment and with the provisions for equal employment opportunities as provided by CITY's ordinances and the State of Indiana, and that the ENGINEER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ENGINEER'S employees or applicants for employment.

P. Engaging in activities with Iran

By signing this Contract, ENGINEER certifies that it is not engaged in investment activities in the country of Iran as set forth in Indiana Code 5-22-16.5.

Q. E-Verify

ENGINEER shall comply with E-Verify Program as set forth in Indiana Code 22-5-1.7.

R. Consent Decree Notification

ENGINEER shall perform, or cause others to perform, all work undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on May 2, 2012 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:

http://southbend.in.gov/sites/default/files/files/PW_2012-05-02SouthBendConsentDecreeAsEntered.pdf

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S. Document Retention

Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the work undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the City, ENGINEER shall provide the City with complete copies of such documents, records and other information at no cost to the City. The copies shall be provided to the City on CD or DVD media, and

individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the City with complete copies of all documents, records and other information which relates to the work contemplated by the Agreement.

T. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:

GREELEY AND HANSEN LLC
Attn: Mr. Paul J. Vogel
100 South Wacker Dr., Suite 1400
Chicago, Illinois 60606-4004

To CITY

Client's Full Name
Attn: Michael Mecham P.E., City Engineer
1316 County-City Building
South Bend, Indiana 46601

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

Article VI. APPROVAL

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and principals and is made effective the day and year first above written.

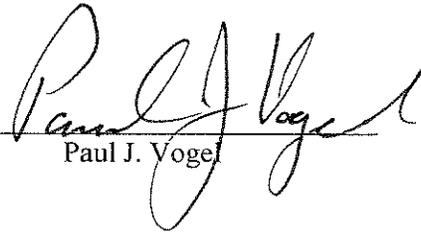
CITY OF SOUTH BEND, INDIANA

GREELEY AND HANSEN LLC

BOARD OF PUBLIC WORKS

Approved:



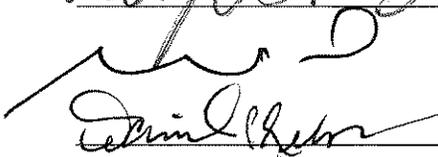


Paul J. Vogel



Executive Vice President

Attest:





Rebecca Schaefer

Associate

**EXHIBIT A
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

between

CITY OF SOUTH BEND, INDIANA

and

GREELEY AND HANSEN

SCOPE OF BASIC ENGINEERING SERVICES

2013 LTCP Assistance

April 2013

SCOPE OF SERVICES

This agreement includes services to assist the City with post construction monitoring and to further refine the collection system model. The model refinements are expected to result in reduced tank sizes.

1. POST CONSTRUCTION MONITORING

1.1. Phase 1 Post Construction Monitoring Plan: Develop Phase 1 post-construction monitoring plan to quantify the performance of Phase 1 LTCP improvements. The plan will include identification of flow monitoring locations, schedule and cost for completion, and tasks necessary to evaluate the performance of Phase 1 LTCP improvements. Coordinate with the Consent Decree requirements. Prepare for and attend meeting to discuss the Plan. Incorporate City comments into Plan and submit final Plan to the City.

Use 2013 flow monitoring data from PM06A to evaluate the effectiveness of the Diamond Avenue Storm Sewer Separation project.

1.2. Phase 2 Post Construction Monitoring Plan: Develop a plan to monitor performance of each of the Phase 2 LTCP elements. Coordinate with the Consent Decree requirements. Prepare for and attend meeting to discuss the Plan. Incorporate City comments into Plan and submit final Plan to the City.

2. FLOW MONITORING AND RAINFALL DATA

2.1. Flow Monitoring Assistance: Attend three (3) flow monitoring conference calls to provide assistance related to the LTCP. Flow monitoring calls are held weekly until the end of August 2013. Perform quality control check on flow monitoring data for the six month flow monitoring period by reviewing for consistency and plotting depth versus flow to compare data to Manning's Equation that governs open channel flow. EPA requires a quality assurance and quality control check of data used for modeling purposes per the Combined Sewer Overflows

Guidance for Monitoring and Modeling (EPA 832-B-99-002, January 1999). It is expected that the flow monitoring data will be available in September 2013.

- 2.2. Rainfall Data: Perform quality control check on rain gauge data from the City's six rain gauges for the six month flow monitoring period. EPA requires a quality assurance and quality control check of data used for modeling purposes per the Combined Sewer Overflows Guidance for Monitoring and Modeling (EPA 832-B-99-002, January 1999).

3. UPDATE COLLECTION SYSTEM MODEL

- 3.1. Collection System Model Updates: Incorporate the following updates to the 2010 baseline collection system model, using XP-SWMM software:

- a. Incorporate the performance of the Twyckenham Drive storm sewer (quantified in May 1, 2012 Clyde Creek memo)
- b. Determine the impact of the Oliver Plow and Diamond Avenue projects. Incorporate the impacts in the updated model.
- c. Update the Bendix Park sewer separation project area (completed in 2012) based on record drawings.
- d. Change CSO 11A and CSO 11B outfalls configuration per Patrick Henthorn's email dated March 15, 2012.
- e. Update the model with new weir elevations for CSO 001, CSO 003, CSO 019, CSO 021, CSO 028, CSO 037, CSO 038, CSO 039, CSO 041 and CSO 045.
- f. Increase the dry weather flow to the WWTP to the average design capacity of the WWTP, 48 MGD.

- 3.2. Adjust the Collection System Model:

- a. Run the rainfall from the six month flow monitoring period through the updated baseline model.
- b. Compare flow volume and peak flow rate at each flow monitor location (TM11AE, TM11AW, PM11A, PM11B, TM11B1, TM14, TM27, PM28, TM28A, PM31, and TM31A) between the model and the meter data.
- c. Adjust model parameters to match flow monitoring data.
- d. Verify adjustments with at least one storm.
- e. Present the model adjustment results to City staff.

The adjusted model will be referred to as the 2012 baseline model.

- 3.3. Model Adjustment Report: Prepare a Model Adjustment Report for the affected CSO Service Areas (11A, 11B, 014, 027, 028 and 031) including the elements required by EPA during the 2005 calibration effort.

4. DETERMINE IMPACT ON LTCP DUE TO MODEL ADJUSTMENT

4.1. Update Overflow Data: Generate the following data with the 2012 baseline model.

- a. Run the typical year rainfall through the 2012 baseline model.
- b. Compare 2012 overflow data to the 2010 overflow data. Summarize estimated overflow volume and peak flow rate at each CSO location.

4.2. Update LTCP Element Sizes/Cost: Build the LTCP solution into the 2012 baseline model, incorporate changes to the four sewer separation projects (Sample/Gladstone/Huron/Kenmore, Haney/Dubail, High Street, and Prairie Avenue) that were identified as costly, and adjust LTCP element sizes to achieve four overflow events per year system wide. Determine the cost of the adjusted elements. Document the cost savings based on the flow monitoring effort. Prepare for and attend meeting to discuss updated LTCP solution.

4.3. Update DMR Matrix: Run all design storms through 2012 baseline model. Update the matrix used to complete monthly Discharge Monitoring Reports, required by the City's National Pollutant Discharge Elimination System with design storm matrices. Submit updated matrix to the City.

5. LTCP ON CALL SERVICES

5.1. LTCP On Call Services: This task includes various on call services to assist the City as needed for regulatory compliance, reporting assistance and general CSO program assistance. In the past these items have included summarizing information on Howard Park tank, adjusting GIS shape files to compare the optimized solution and the LTCP solution, flow monitoring recommendations, etc. The scope of services and estimated budget for each task order will be as requested by the City and confirmed in writing prior to providing the services. A sample task order form is provided under Exhibit C.

CITY OF SOUTH BEND, INDIANA

2013 LTCP Assistance

**Exhibit B
Estimated Level of Effort**

Greeley and Hansen
April 2013

Task Description	Estimated Task Hours - Greeley and Hansen				Total	Cost
	Project Manager	Associate	Project Engineer	Designer/ Technician		
Task 1 - Post Construction Monitoring						
1.1 Phase 1 Post Construction Monitoring Plan	40	4	80	4	128	\$17,209
1.2 Phase 2 Post Construction Monitoring Plan	20	2	60	4	86	\$11,290
Subtotal	60	6	140	8	214	\$28,499
Task 2 - Flow Monitoring and Rainfall Data						
2.1 Flow Monitoring Assistance	8	0	24	0	32	\$4,194
2.2 Rainfall Data	2	0	8	0	10	\$1,299
Subtotal	10	0	32	0	42	\$5,492
Task 3 - Update Collection System Model						
3.1 Model Update	20	0	80	0	100	\$12,988
3.2 Adjust Model Based on Flow Monitoring Data	40	20	200	0	260	\$35,429
3.3 Model Adjustment Report	24	8	40	20	92	\$12,160
Subtotal	84	28	320	20	452	\$60,577
Task 4 - LTCP Impact Due to Model Adjustment						
4.1 Update Overflow Data	4	0	24	0	28	\$3,600
4.2 Update LTCP Element Sizes/Cost	16	0	64	0	80	\$10,391
4.3 Update DMR Matrix	4	0	24	0	28	\$3,600
Subtotal	24	0	112	0	136	\$17,590
Task 5 - LTCP On Call Services	Task hours per future approved Task Orders					\$50,000
Total Tasks 1-5	178	34	604	28	844	\$162,158
	OTHER DIRECT COSTS					
						Travel (\$1,000) * 1.1
						\$1,100
						Reproduction / Printing
						\$742
						Other Direct Costs Subtotal
						\$1,842
TOTAL COMPENSATION						\$164,000

CITY OF SOUTH BEND, INDIANA

2013 LTCP Assistance

EXHIBIT C
On Call Services – Task Order Form

Greeley and Hansen
April 2013

Task Order No.: _____
Date: _____
Client Purchase Order No.: _____

This order is issued pursuant to our Agreement dated _____ and unless otherwise specified herein, the performance of services hereunder and the payment thereof shall be subject to the terms and conditions of said Agreement. The services authorized hereunder are described below.

Description of Services performed under this task order:

Estimated Total Cost: \$ _____
Proposed Start Date: _____
Estimated Completion Date: _____

Approved by: _____

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date May 7, 2013
 Name Jack Dillon Department Public Works
 BPW Date May 28, 2013 Phone Extension 235-5895

Required Prior to Submittal to Board

Legal Attorney Name Cheryl Greene
 Controller Controller review is required for all Contracts \$5,000.00 or more
 and greater than one year in length per the City Purchasing
 Policy
 Purchasing

Check the Appropriate Item Type – Required for All Submissions

Agreement Contract Proposal Addendum
 Professional Services
 Bid Opening Bid Award Req. to Advertise Title Sheet
 Quote Opening Quote Award
 Chg Order No. _____ C/O & PCA No. _____ PCA
 Ease./Encroach. Traffic Control Resolution
 Other: _____ Claim

Required Information

Company or Vendor Name Greeley & Hansen Engineeers
 Yes If Yes, Approved by Purchasing
 New Vendor No
 MBE/WBE Contractor MBE Yes
 WBE Completed E-Verify Form Attached No
 Project Name LTCP Assistance 2013
 Project Number _____
 Funding Source Wastewater O&M Engineering
 Account No. 641-0630-793-31-02
 Amount \$ 164,000
 Terms of Contract 12 months
 Purpose/Description Flow Monitoring and other Assistance as required by LTCP

For Change Orders Only

Amount of Increase \$ _____
 Decrease \$ _____
 Previous Amount \$ _____
 Current Percent of Change: _____ %
 New Amount \$ _____
 Total Percent of Change: _____ %
 PO No. _____

Dispersal After Approval

Copy	Original	
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF IL)
) SS:
COOK COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor 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 induce 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. Contractor 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; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 21st day of May, 2013

GREZLEY AND HANSEN, LLC
Contractor/Bidder (Firm)

Paul J. Vogel
Signature of Contractor/Bidder or Its Agent

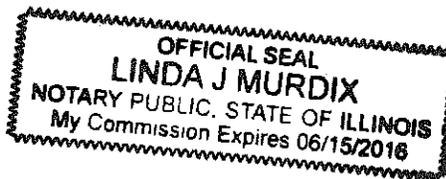
PAUL J. VOGEL, EXECUTIVE VP
Printed Name and Title

Subscribed and sworn to before me this 21st day of May, 2013

My Commission Expires 6/15/2016

Linda J. Murdix
Notary Public

County of Residence DuPage





GREELEY AND HANSEN

100 S. Wacker Drive, Suite 1400
Chicago, Illinois 60606
p 312 558 9000
f 312 558 1986
www.greeley-hansen.com

RECEIVED

MAY 23 2013

CITY OF SOUTH BEND
DIV. OF ENGINEERING

May 21, 2013

Mr. Jack Dillon
City of South Bend
227 West Jefferson, Room 1316
South Bend, IN 46601

Subject: Non-Collusion and Non-Debarment Affidavit

Dear Mr. Dillon:

As requested by Jennifer Corle of your office, attached is the Non-Collusion and Non-Debarment Affidavit that I have signed on behalf of Greeley and Hansen.

Should you require additional information, please contact me.

Yours very truly,

Greeley and Hansen LLC


Paul J. Vogel
Executive Vice President

PJV/dh