

23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

BILL NO. S-12-12-10

SPECIAL ORDINANCE NO. S-128-12

AN ORDINANCE approving Professional Services Agreement for the Swift Interceptor Relief Sewer Phase III Res. 75797, W.O. #75797 between COMMONWEALTH ENGINEERS, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the Professional Services Agreement for the Swift Interceptor Relief Sewer Phase III Res. 75797, W.O. #75797 by and between COMMONWEALTH ENGINEERS, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional Engineering Design and Bidding Services for the Swift Interceptor Relief Sewer Phase III which is approximately 2800 LF of 24" diameter sewer roughly paralleling the existing Swift Interceptor and Roy Delagrang Ditch:

involving a total cost of ONE HUNDRED THIRTY-SEVEN THOUSAND, SIX HUNDRED NINETY-THREE AND 00/100 DOLLARS - (\$137,693.00). A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

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


Council Member

APPROVED AS TO FORM AND LEGALITY


Carol Helton, City Attorney

DIGEST SHEET
City Utilities

Department: City Utilities Engineering

Resolution Number: 75797

Title of Ordinance: Swift Interceptor Relief Sewer Phase III

Council District: 2

Awarded To: Commonwealth Engineers, Inc.

Amount of Contract: \$137,693.00

Number of Respondents to RFQ: 13

Description of Project (Be Specific): Design and bidding services for the Swift Interceptor Relief Sewer Phase III which is approximately 2800 LF of 24" diameter sewer roughly paralleling the existing Swift Interceptor and Roy Delagrang Ditch. The sewer will extend from the end of Phase II at Burning Tree Drive to the west side of Coldwater Road. The intent of the project is to provide capacity for future growth while continuing to provide a high level of protection to existing utility customers. Commonwealth Engineers, Inc. was selected through the Competitive Sealed Proposal process, scoring highest among the three short-listed firms based on qualifications, experience, scope and cost.

What Are The Implications If Not Approved: Development in the northern parts of the city could be restricted or halted due to lack of capacity.

If Prior Approval Is Being Requested, Justify:

Additional Comments: BOW approved contracts will be forthcoming

Signature

Date

Interoffice Memo

Date: December 4, 2012

To: Common Council Members

From: Nathan Baggett, P.E., City Utilities Engineering

cc: Diane Brown, Matthew Wirtz, Victoria Edwards

**Re: Professional Services Agreement with Commonwealth Engineers, Inc
Swift Interceptor Relief Sewer Phase III
Res. 75797, W.O. #75797
Council District 2**

The Northern Area Sewer Master Plan developed in 2009 identified the Swift Interceptor Sewer as a system that can become overloaded during rain events for existing and future flows. Subsequently the first two phases of the Swift Interceptor Relief sewer have been designed and constructed and are now providing protection to existing customers against basement backups and flooding. This third phase will extend the sewer to the west allowing the potential for growth while continuing to provide a high level of protection for our existing rate payers.

Commonwealth Engineers, Inc. was selected through the Competitive Sealed Proposal process based on their prior work experiences, qualifications, proposed scope of work and cost. Thirteen engineering firms responded to the original RFQ; 3 firms were shortlisted and invited to provide proposals.

Under this agreement, Commonwealth Engineers, Inc. will select and survey the final route of the sewer, prepare easement documents, design the sewer, and provide bidding and construction services. The Professional Service Agreement (PSA) will be funded by the 2011 Sewer Revenue Bond. The Board of Public Works is anticipated to approve the contract on Wednesday December 12, 2012. Upon approval contracts will be forwarded for review prior to City Council discussion and passage on December 18, 2012.

Read the first time in full and on motion by *John*, and duly adopted, read the second time by title and referred to the Committee on *City Utilities* (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at Room 030 - Council Discussion Garden Level - Citizens Square, Fort Wayne, Indiana, on the *12-11* day of *December*, 2012, at *10:00* o'clock, the *11th* M.,E.S.T.

DATED: *12-11-12*

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by placed on its passage. **(PASSED)** by the following vote:

John, and duly adopted, LOST

| | AYES | NAYS | ABSTAINED | ABSENT |
|-------------|----------|------|-----------|--------|
| TOTAL VOTES | <i>9</i> | | | |
| BENDER | <i>✓</i> | | | |
| CRAWFORD | <i>✓</i> | | | |
| DIDIER | <i>✓</i> | | | |
| HARPER | <i>✓</i> | | | |
| HINES | <i>✓</i> | | | |
| JEHL | <i>✓</i> | | | |
| PADDOCK | <i>✓</i> | | | |
| SHOAFF | <i>✓</i> | | | |
| SMITH | <i>✓</i> | | | |

DATED: *12-18-12*

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE (RESOLUTION) NO.. on the *18th* day of *December*, 2012

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
[Signature]
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the *19th* day of *December*, 2012, at the hour of *One* o'clock *PM*,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this *20th* day of *December*, 2012, at the hour of *9:00* o'clock

Thomas C. Henry
THOMAS C. HENRY, MAYOR

PROFESSIONAL SERVICES AGREEMENT
SWIFT INTERCEPTOR RELIEF SEWER PHASE III

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
Citizens Square
200 East Berry, Suite 240
Fort Wayne, IN 46802

and

COMMONWEALTH ENGINEERS, INC. ("ENGINEER")

9604 Coldwater Road, Ste. 203
Fort Wayne, IN 46825
(260) 494-3223

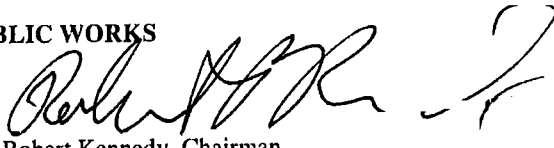
Who agree as follows:

CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from CITY. CITY and ENGINEER agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

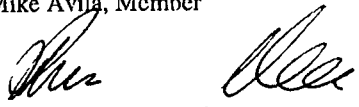
APPROVALS

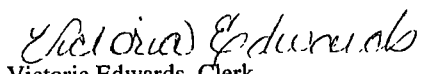
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert Kennedy, Chairman

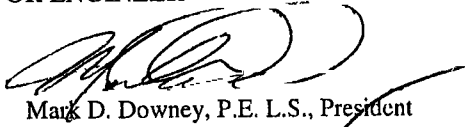
BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

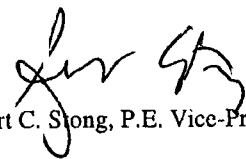
ATTEST: 
Victoria Edwards, Clerk

DATE: *December 12, 2012*

APPROVED FOR ENGINEER

BY: 
Mark D. Downey, P.E. L.S., President

DATE: *12-5-12*

ATTEST: 
Albert C. Spong, P.E. Vice-President

DATE: *12-5-12*

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

ENGINEER shall provide the CITY professional engineering services in all phases of the Project to which this scope of services applies. These services will include serving as CITY'S professional representative for the Project, providing professional engineering consultation and advice, furnishing civil engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION & RECOMMENDATIONS

The Swift Interceptor Relief Sewer is a capacity improvement project identified in the City's Northern Area Wastewater Collection System Study. On-going development has defined a need to design and build a new sanitary sewer to accommodate these flows hereinafter referred to as the "Project". The proposed sewer route is generally identified in the preliminary engineering drawings entitled "Swift Relief Interceptor", dated June, 2011 and prepared by D.A. Brown Engineering Consultants. The proposed sewer route has the opportunity for design optimization (i.e. possibly move the sewer north, away from the Roy Delagrang Drain between Station 110+00 to station 97+00 whereby several 90 degree bends may be avoided along with minimizing dewatering due to open cut construction near the drainage ditch – See Figure 1), but it is assumed that an alternative sewer route will not be significantly different than the general corridor identified by D.A. Brown Engineering Consultants. For example, the Swift Interceptor Relief Sewer Phase III appears constrained from being significantly rerouted south due to the existing 1.5' diameter sewer at approximately the same depth. In addition, the Swift Interceptor Relief Sewer Phase III is constrained from being significantly rerouted north (i.e. along Willowind Trail) since the sewer will be prohibitively deeper (> 10 feet) due to rising topography as one approaches Willowind Trail (i.e. total depths exceeding 30 feet), thus complicating construction significantly.

The Project involves design of approximately 2,800 feet of 24-inch sanitary sewer from the existing Swift Interceptor (MH P70-001 on Thornapple Cove) to a point just west of Coldwater Road (MH #A22). It is assumed that from the Phase II terminus to approximately station 120+00, the sewer will be constructed using open cut construction. It is assumed that from approximately Station 120+00 to Station 112+00, the sewer will be constructed using a combination of open cut and trenchless construction due to constructability constraints involving close proximity to homes and homeowner access during construction. It is assumed that from approximately Station 112+00 to the Phase III terminus, the sewer will be constructed using open cut construction. The geotechnical analyses will be key to the success of the trenchless and open cut construction providing (a) recommendations to minimize vibrational impacts to homes from the installation of relatively deep pits for trenchless activities, (b) recommendations to construct temporary earth retention systems (TERS) for the trenchless activities, and (c) recommendations for dewatering, especially with open cut construction along the Roy Delagrang Drain.

C. SCOPE OF WORK

The duty of the ENGINEER is to develop final construction documents. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The ENGINEER shall develop and provide the following services:

Task 1 - Project Schedule and Review Meetings

- 1.1 Prepare project design schedule. ENGINEER to send an email update by the end of the day on each Friday as to what work was performed that week and what work is projected for the upcoming week.
- 1.2 Attend a Kickoff meeting with City staff at PROGRAM MANAGER'S office.

- 1.3 Attend up to three (3) review meetings – *proposed* to occur after the CITY'S review of the 30%, 60%, and 95% design drawings. These meetings are held at the PROGRAM MANAGER'S office.
- 1.4 Keep the minutes of the Kickoff and Progress Review Meetings and distribute these minutes within 7 days of the respective meetings. A maximum of four (4) meetings are included in the scope of work.

Task 2 - Preliminary Design

30% Design

- 2.1 Research CITY documents for existing mapping, utility information, as-built drawings, aerials, right-of-way and lot base maps, information management system and other pertinent data.
- 2.2 Identify major utilities and their approximate location from Utility maps.
- 2.3 Check conflicts with other proposed projects in the immediate area. It is assumed that all coordination on City of Fort Wayne projects will be done through the City's PROGRAM MANAGER and that no special meetings are required. The ENGINEER will be responsible for coordinating projects proposed by other utilities and entities (ex. AEP, INDOT, etc...).
- 2.4 Select a route for the proposed sewer with alternates/deviations. Assumes one (1) selected route and up to one (1) alternate route within the general corridor of the preliminary route identified by DABEC. It should be noted that significant deviation from the preliminary route by DABEC will either be in direct conflict with the existing 1.5-foot diameter sewer to the south or will be significantly and prohibitively deeper (i.e. >10' deeper) due to rising topography as one approaches Willowind Trail.
- 2.5 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.6 Conduct a topographic survey of the proposed route and possible alternates/deviations. Survey shall include horizontal location of all marked utilities, including marked water service locations, as well as depths of existing sewers. ENGINEER shall:
 - A. Plan, coordinate, monitor, and document Project-surveying activities.
 - B. Obtain necessary existing right-of-way, easement, property and section corner information from local and State agencies.
 - C. Send out survey notices and coordinate with utility companies to locate underground utilities in field and to obtain utility plans. City's PROGRAM MANAGER will provide a signed property owner notice to send out to property owners. Surveying is not to begin until notices are sent out and has been coordinated with City Utilities Engineering or its Representatives.
 - D. Perform field survey of selected route from Task 2.4 in sufficient detail to obtain the following information, at a minimum:
 1. Survey limits shall include 75' on either side of the preliminary route identified by DABEC (i.e. from Sanitary MH #A32 to MH #A22) or less if the drainage ditch to the south is encountered, whereby surveying will stop at the centerline of the drainage ditch.
 2. All located utilities (including overhead utility lines and their approximate elevation above the ground surface), including but not limited to towers, poles, pedestals, manhole

- covers, vault lids, valve box covers, meter box covers, service box covers, cleanouts, and fire hydrants (including size, locations, material and depth if known).
3. Storm sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 4. Sanitary sewers, including invert and rim elevations, SIP identification number, and size and type of pipe (including outfall structures).
 5. Individual trees larger than 6-inch diameter including their species identification.
 6. Tree groups, shrubs, gardens, decorative rocks or stones.
 7. Fences and landscape features.
 8. Edges of pavement and surface type for all neighborhood streets, driveways, paths, and sidewalks within the survey limits.
 9. Limits of all buildings, appurtenances, structures located adjacent to the facility within the survey limits.
 10. Limits of existing channel banks, centerline and bottom of channel, ponds, lakes and streams and water's edge elevations.
 11. Locations and elevations of on-site benchmarks.
 12. Property lines, lot lines, right-of-way lines and easement lines.
 13. Street signs (including names), traffic signals, curbs, signs and driveway.
 14. Headwalls or retaining walls, and bridges and culverts.
 14. Existing grade information to provide contours at 1' intervals.
- E. ENGINEER shall establish a minimum of ten (10) onsite temporary benchmarks/control points in the form of capped rebars to be used for horizontal and vertical control during construction (1983 State Plane Coordinate System, Indiana 1301, Eastern Zone and 1988 National Geodetic Vertical Datum). The benchmark that was used to set these temporary benchmarks shall also be provided.
- F. ENGINEER shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide PROGRAM MANAGER with electronic copies of field notes and plats.
- 2.7 Prepare preliminary site drawings. ENGINEER shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). *This drawing needs only enough detail for the ENGINEER to accurately determine the recommended alignment and convey it to the PROGRAM MANAGER.*
 - 2.8 Upon PROGRAM MANAGER approval of route, create list of affected property owners and list of easements (temporary and permanent) needed for the construction of the project.
 - 2.9 Submit summary to agent/company qualified to research title history (20-year search) to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition (2 parcels included). It is assumed that this title history research will be paid by the ENGINEER as part of this professional service agreement. Obtain current deed document numbers for platted parcels from the Allen County Recorder's Office (10 parcels included).
 - 2.10 Based on findings of title work done in 2.9 above, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This work shall be prepared in conformance to the City's Design Manual, Unit I, Chapter 4. City staff will solicit and secure easements for this project (12 parcels included – i.e. 10 platted and 2 unplatted).
 - 2.11 Perform all associated coordination and work to obtain a geotechnical subconsultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock

depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues all in accordance with good engineering practices. ENGINEER shall provide to the PROGRAM MANAGER a boring areas plan indicating required soil borings along pipe alignment and any areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the PROGRAM MANAGER prior to commencement. Access for geotechnical work is to be procured by ENGINEER, however, existing Right-of-Way and easements may be used (7 soil borings, whereby 2 of these borings near the anticipated entry and exit shafts of the trenchless alignment will be converted into monitoring wells for future observation of the groundwater levels by Contractor). It is anticipated that trenchless construction may be needed in this project, especially at key locations (i.e. especially between houses) of the DABEC preliminary route between Station 112+00 and 120+00 or along the alternate route.

- 2.12 Provide one hard copy and one electronic copy (.pdf format) of the geotechnical report.
- 2.13 Create a list of permits that will be necessary for construction and coordinate anticipated requirements of those pertinent agencies into design.
- 2.14 Furnish three hard copies and one electronic copy of the Preliminary Design – 30% Drawings to the PROGRAM MANAGER for review and approval. 30% drawings should clearly show route, survey information, plan view for entire length of sewer, utility conflicts, and inter-connection point details.

The Drawings will generally include: (estimated)

| | Sheets |
|---------------------------------|-----------|
| Title Sheet | 1 |
| General Notes, Index and Legend | 1 |
| Survey Control Data Sheet | 1 |
| Traffic Control Sheet | 1 |
| Plan and Profile Sheets | 5 |
| Erosion Control Plan Sheet | 2 |
| Surface Restoration Plan Sheets | 2 |
| Structure Data Table | 1 |
| Miscellaneous Detail Sheets | 5 |
| TOTAL | 19 |

- 2.15 PROGRAM MANAGER will make additional copies of drawings and perform routing to internal and external agencies. Routing comments and revisions will be forwarded to ENGINEER during the 60% design phase.
- 2.16 Submit project quantities and estimate of construction costs.
- 2.17 Submit an outline of technical specifications to be developed by 60% Design.
- 2.18 Public outreach – Coordinate public outreach with affected and potentially affected residents once route alternatives are established and prior to submittal of 30% design deliverables. Coordination shall include creation and mailing of notices to residents, preparation of any displays or presentations, and attendance at 1 meeting. PROGRAM MANAGER will assist in procuring time, date, and location of meeting(s) and will attend meeting(s).

60% Design

- 2.19 Provide reasonable coordination in an attempt to resolve utility conflicts.

- 2.20 Submit three hard copies and one electronic copy of revised plans showing attempts made to resolve utility conflicts to PROGRAM MANAGER for review and approval.
- 2.21 60% Design Drawings. Incorporate all design improvements presented from routings and PROGRAM MANAGER'S 30% review.
- 2.22 Furnish to the PROGRAM MANAGER all completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Any permit fees shall be paid for by the ENGINEER and reimbursed at cost by the CITY. The City of Fort Wayne is a self-permitting agency through IDEM. Assist the PROGRAM MANAGER, as reasonably requested, in obtaining regulatory and agency reviews and approvals for the project, including attending up to two (2) meetings with reviewing agencies.
- 2.23 Prepare draft specifications for the improvements, including bid schedule, measurement and payment specifications, special provisions and necessary details to supplement City standards.
- 2.24 Submit project quantities and estimate of construction costs.

Task 3 - Final Design

- 3.1 Complete a quality control review of the draft Contract Documents.
- 3.2 Prepare final design drawings. Incorporate comments received during the review meetings and permit routings.
- 3.3 Revise and resubmit permits as necessary.
- 3.4 Update summary of project quantities.
- 3.5 Submit 95% Design Documents to PROGRAM MANAGER for review and approval.
 95% Design Submittal (3 hard copies, one electronic copy)
 Final Design Drawings
 Summary of Project Quantities w/estimated construction costs.
 Bid Schedule
 Project Technical / Supplemental Specifications
- 3.6 After 95% Progress Meeting and upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, two (2) electronic version of the project specifications (Microsoft Word and .pdf) and two (2) electronic versions of project drawings (ACAD2006 and .pdf).
- 3.7 Public outreach – Coordinate public outreach with affected and potentially affected residents after submitting 95% deliverables but prior to finalizing design. Coordination shall include creation and mailing of notices to residents, preparation of any displays or presentations, and attendance at 1 meeting. Program Manager will assist in procuring time, date, and location of meeting(s) and will attend meeting(s).

Task 4 - Bidding Phase. The bidding phase services shall include the following:

- 4.1 Attend Pre-bid Meeting. PROGRAM MANAGER to prepare and distribute meeting minutes.
- 4.2 Assist with addenda, as needed to interpret, clarify or expand bidding documents. PROGRAM MANAGER to issue addenda.

Task 5 – Construction Phase. The construction phase shall include the following:

- 5.1 Attend a Pre-Construction Meeting.
- 5.2 Review of Contractor shop drawings for materials and equipment required for the project to ensure compliance with the project specifications and intent. This includes training and utilization of City's Project Management Information System (PMIS).
- 5.3 Assist in resolution of any questions or construction issues.
- 5.4 Perform five site visits to assist Program Manager in resolution of design or construction problems.
- 5.5 Prepare digital and paper copy Record Drawings based upon red-line mark-ups from the Contractor and Owner.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by January 28, 2013 and receiving prompt review, receiving information to be provided by City in Part II of this Agreement, and approvals from City agencies and PROGRAM MANAGER (2-weeks per review are included in the schedule for City).

| SCHEDULE | DATE |
|----------------------------|------------------|
| 30% Design Submittal | Week of March 4 |
| 30% Design Meeting | Week of March 11 |
| 60% Design Submittal | Week of April 22 |
| 60% Design Meeting | Week of April 29 |
| 95% Design Submittal | Week of June 17 |
| 95% Design Meeting | Week of June 24 |
| Final Deliverables to City | Week of July 15 |

E. OPTIONAL SERVICES

Upon separate written authorization by City, ENGINEER can provide the following additional services:

- Upon request of City, stake easement corners for properties involved in the land acquisition process. (12 parcels included).
- Waters of the U.S. Report, Wetland Delineation and Permit Application.

The ENGINEER shall complete a "waters of the U.S." report to determine the location and impacts to jurisdictional water resources within the proposed project limits for the Project. The "waters of the U.S." report will include examining and documenting existing conditions, including soil characteristics, drainage ditches, hydrology, vegetation, and general topography. This report will be conducted in accordance with methodology described in the Corps of Engineers Wetland Delineation Manual (Technical Report Y-87-1) and the 2008 Midwestern Supplement. If jurisdictional water resources are identified within the project area, their jurisdictional boundaries will be delineated within the project limits.

The ENGINEER shall coordinate, apply for, and track the status of the waterway regulatory project permits listed below.

Section 401 Water Quality Certification (WQC)
USACE Section 404 Permit

The scope for this activity assumes project will qualify under a Nationwide Permit (NWP) that will require completing IDEM's Section 401 WQC Regional General Permit Notification, state form 51937. The scope for this activity does not include the completion of wetland mitigation and/or restoration plans, if found to be necessary.

- Geotechnical design of earth retention system for trenchless construction.
- Develop dewatering plan.

F. CONTINGENCY ALLOWANCE TASKS:

Contingency items are authorized by the PROGRAM MANAGER and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

- Attend additional meetings as needed to review and discuss the project.
- Additional title histories, land acquisitions, and easements beyond that described in Tasks 2.9 and 2.10.
- Title updates if needed during land acquisition phase.
- Phase I Environmental.
- Wetland mitigation and/or restoration plans.

Figure 1 - Proposed and Alternative Alignment



PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to ENGINEER reports, studies, regulatory decisions and similar information relating to the Services that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

Provide ENGINEER with electronic copies of ortho aerial photography, GIS base map information (AutoCAD format) on right-of-way and lot information, and GIS information on existing water and sewer lines (AutoCAD format).

Make available to ENGINEER City Master Specifications in MF04 format.

Provide most recent Surveying and Drafting standards and templates in electronic format.

B. DESIGN PHASE

Coordinate with other City projects and approvals.

Approve soil boring location plan.

Submit permit applications.

Provide recent City project bid tabulations.

Land acquisition services.

Prepare front end specifications/bid documents.

C. BID PHASE

Reproduce and distribute bid documents during bid phase.

Prepare and distribute Pre-Bid Meeting Minutes.

Prepare and distribute Addendums

Review and evaluate the bids received and prepare bid tabulation.

D. CONSTRUCTION PHASE

Provide training on City's Project Management Information System (PMIS)

E. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Nathan Baggett, P.E.

F. DECISIONS

Provide all criteria and full information as to City's requirements for the Services and make timely decisions on matters relating to the Services.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of **\$137,693 (Includes Optional Services Itemized in Attachment 1)** as summarized in attached Attachment 1.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at cost.

B. BILLING AND PAYMENT

1. Timing/Format

- a. ENGINEER shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require.
- b. City shall pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices.

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

11 **INSURANCE** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage,

provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements,

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES - FEE PROPOSAL

Design Phase – (Tasks 1 through 3)

For Services outlined in Tasks 1 through 3 (excluding Optional Services listed below) a fee of:

| | |
|---|------------------|
| Survey & Title Services | \$ 14,779 |
| Geotechnical Services | \$ 8,113 |
| Design Services | \$ 65,161 |
| Includes a cost per easement of: \$385/parcel (12 parcels included) | |
| Total Design Phase | \$ 88,053 |

Bidding Phase - (Task 4)

For Services outlined in Task 4 a fee of:

\$ 4,773

Construction Phase – (Task 5)

\$ 21,912

Optional Services - As authorized by PM

| | |
|--|------------------|
| Stake Easement Corners | \$ 2,640 |
| Waters of the U.S. Report, Wetland Delineation, and Permit Application | \$ 10,315 |
| Total Optional Services | \$ 12,955 |

Contingency Allowance - As authorized by PM

For additional and/or Optional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :

\$ 10,000

TOTAL NOT TO EXCEED FEE:

\$ 137,693

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

**COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2012 – June 30, 2013**

| Billing Class | Rate Per Hour | Billing Class | Rate Per Hour |
|------------------------|----------------------|-------------------------------------|----------------------|
| Principal III | \$ 247.31 | Environmental Compliance Manager | \$ 97.06 |
| Principal II | \$ 226.94 | | |
| Principal I | \$ 192.06 | Resident Project Representative IV | \$ 96.99 |
| | | Resident Project Representative III | \$ 85.58 |
| Project Manager IV | \$ 205.25 | Resident Project Representative II | \$ 77.26 |
| Project Manager III | \$ 192.06 | Resident Project Representative I | \$ 68.91 |
| Project Manager II | \$ 156.61 | | |
| Project Manager I | \$ 140.98 | Clerical III | \$ 75.33 |
| | | Clerical II | \$ 60.02 |
| Project Engineer IV | \$ 157.37 | Clerical I | \$ 47.25 |
| Project Engineer III | \$ 126.69 | | |
| Project Engineer II | \$ 118.85 | Reproduction Processor | \$ 58.98 |
| Project Engineer I | \$ 109.77 | | |
| | | Trainee | \$ 39.53 |
| Engineering Intern III | \$ 97.44 | | |
| Engineering Intern II | \$ 86.21 | CADD Tech III | \$ 93.26 |
| Engineering Intern I | \$ 74.51 | CADD Tech II | \$ 75.43 |
| | | CADD Tech I | \$ 51.11 |
| Designer III | \$ 121.60 | | |
| Designer II | \$ 95.03 | IT Manager | \$ 124.10 |
| Designer I | \$ 79.22 | IT Tech | \$ 75.81 |
| | | | |
| Grants Manager | \$ 118.06 | Surveyor | \$ 85.77 |

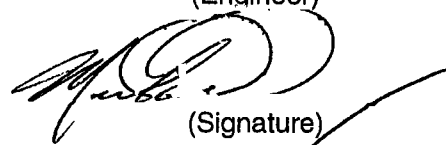
CERTIFICATE OF NO INVESTMENT ACTIVITIES IN IRAN
(IC 5-22-16.5-13)

1. Indiana Code. Reference is hereby made to Indiana Code 5-22-16.5 (the "Code"), specifically to Section 5-22-16.5-13 of the Code. Terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the Code.
2. Contract. Reference is hereby made to that certain Agreement between Owner and Engineer for Professional Services (Stipulated Price), by and between Commonwealth Engineers, Inc., ("Engineer") and City of Fort Wayne, Indiana a Governmental Body ("Owner") respecting that certain project known as Swift Interceptor Relief Sewer Phase III (the "Project").
3. Certification. Pursuant to Section 5-22-16.5-13(b) of the Code, Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran.
4. Contract File. Pursuant to Section 5-22-16.5-13(c) of the Code, this Certificate shall be placed in the Contract File for the Project.

In Witness Whereof, Engineer has executed this Certificate as of December 5th, 2012.

COMMONWEALTH ENGINEERS, INC.
(Engineer)

By:


(Signature)

Printed Name: Mark D. Downey, P.E., L.S.


Title: President

E-Verify Affidavit

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

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

Engineer: Commonwealth Engineers, Inc.

By (Written Signature): 

Printed Name: Mark D. Downey, P.E., L.S.

Title: President

Important - Notary Signature and Seal Required in the Space Below


STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 5th day of December, 2012.

My commission expires: 8/3/19

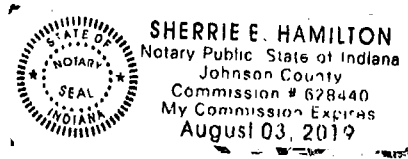
(Signed) 

Residing in Johnson

County

Printed Name: Sherrie E. Hamilton

State of Indiana



CITY OF FORT WAYNE, INDIANA
COMMONWEALTH ENGINEERS, INC.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTERESTS;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below

Section 1. Disclosure of Financial Interest in Vendor **MARK D. DOWNEY**

(See pages 4-13 for additional individuals)

a If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% (X)

(ii) Distributable income share exceeding 5% ()

(iii) Not Applicable (If N/A, go to Section 2) ()

Name Mark D. Downey Name:

Address: 7256 Company Dr , Indianapolis, IN 46237 Address:

b For each individual listed in Section 1a , show his/her type of equity ownership: sole proprietorship ()
stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a , show the percentage of ownership interest in Vendor (or its parent)
ownership interest: 20.60%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

(See pages 4-13 for additional individuals)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

a City employment, currently or in the previous 3 years,
including contractual employment for services Yes No. X

- b City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes No X
- c Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years Yes No X
- d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a Does Vendor have **current** contracts (including leases) with the City? Yes No
- b If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
- Ewing Street East-West Storm Sewer Extensions; PO # 12905011-000; February 2012; Kelly Bajic
 - WPCP Treatment Complex Influent Optimization Study; PO # 12905058-000; May 2012; Wendy Reust
 - Combined Sewage Ponds Improvements (Sweetwater); PO # 12905062-000, June 2012, Zach Schortgen
 - Parallel Interceptor Routing Study (PIRS) – Phase II, Sub to Black & Veatch; Kelly Bajic
- c Does Vendor have **pending** contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes No

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Quote

- Lenox Avenue – Fairfax Phase II; Submitted Quote November 2012; Kelly Bajic

Shortlisted as a Sub for Following Projects on RFQ 2012-03:

- Project No 1 - WPCP Primary/Secondary Treatment and Digester Process Upgrades; Arcadis Team
- Project No 2 - Effluent Pump Station and Pond Improvements; CH2MHill Team
- Project No 3 - WPCP Primary/Secondary Treatment and Digester Process Upgrades; CH2MHill Team

Section 4. CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense,

- c Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default.
- d No officer or director of Vendor (or its parent) or individual listed in Section 1a has within the five (5) year period preceding the date of this Disclosure Statement been convicted, adjudged guilty or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government, and
- e Neither Vendor, nor its parent, nor any affiliated entity of Vendor, nor any of their respective officers, directors, or individuals listed in Section 1a is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of (i) bid-rigging, (ii) bid-rotating, or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating.
- f Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Commonwealth Engineers, Inc
(Name of Vendor)

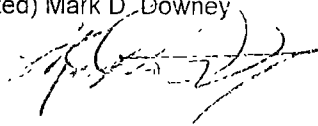
7256 Company Dr., Indianapolis, In 46237
Address
(317) 888-1177
Telephone
mdowney@contractor.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she (a) is fully informed regarding the matters pertaining to Vendor and its business, (b) has adequate knowledge to make the above representations and disclosures concerning Vendor, and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Mark D. Downey

Title President

Signature



Date / /

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

MARK M SULLIVAN

Section 1. Disclosure of Financial Interest in Vendor

b If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

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

Name Mark M Sullivan Name:

Address: 7256 Company Dr., Indianapolis, IN 46237 Address:

b For each individual listed in Section 1a, show his/her type of equity ownership: sole proprietorship () stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent) ownership interest: 14.72%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a City employment, currently or in the previous 3 years, including contractual employment for services. Yes No X

- b City employment of "Member of Immediate Family" (defined herein as spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes No X

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

- d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

DONALD B. LARSON

Section 1. Disclosure of Financial Interest in Vendor

c If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

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

Name: Donald B. Larson Name:

Address: 7256 Company Dr , Indianapolis, IN 46237 Address:

b For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship () stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent): ownership interest 8 82%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services. Yes No X

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes No X

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

- d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

VINCENT S. SOMMERS

Section 1. Disclosure of Financial Interest in Vendor

d If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

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

Name Vincent S Sommers Name
 Address: 7256 Company Dr., Indianapolis, IN 46237 Address.

b For each individual listed in Section 1a., show his/her type of equity ownership sole proprietorship ()
 stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent)
 ownership interest 8 82%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary)

- a City employment, currently or in the previous 3 years, including contractual employment for services. Yes No X
- b. City employment of "Member of Immediate Family" (defined herein as spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes No X
- c Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes No X
- d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

ALBERT C. STONG

Section 1. Disclosure of Financial Interest in Vendor

e If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

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

Name Albert C. Stong Name:

Address 7256 Company Dr., Indianapolis, IN 46237 Address:

b For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship () stock () partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a , show the percentage of ownership interest in Vendor (or its parent) ownership interest 8 82%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary).

- a City employment, currently or in the previous 3 years, including contractual employment for services Yes No X
- b City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years Yes No X
- c Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes No X
- d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

ROGER M. KOTTLOWSKI

Section 1. Disclosure of Financial Interest in Vendor

f If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

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

Name Roger M. Kottlowski Name:

Address: 7256 Company Dr., Indianapolis, IN 46237 Address:

b For each individual listed in Section 1a, show his/her type of equity ownership: sole proprietorship () stock () partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a, show the percentage of ownership interest in Vendor (or its parent) ownership interest: 5 88%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a City employment, currently or in the previous 3 years, including contractual employment for services Yes No X

- b City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years Yes No X

- c Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years Yes No X

- d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

BENJAMIN H. ADAMS

Section 1. Disclosure of Financial Interest in Vendor

g If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary)

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

Name Benjamin H Adams Name

Address 7256 Company Dr , Indianapolis, IN 46237 Address.

b For each individual listed in Section 1a., show his/her type of equity ownership sole proprietorship () stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent). ownership interest: 5.88%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a , check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary).

- a City employment, currently or in the previous 3 years, including contractual employment for services. Yes No X

- b City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years Yes No X

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

- d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

DAVID A. HYNES

Section 1. Disclosure of Financial Interest in Vendor

h If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary)

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

Name: David A. Hynes Name:

Address: 7256 Company Dr., Indianapolis, IN 46237 Address:

b For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship () stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent): ownership interest 5 88%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary)

a City employment, currently or in the previous 3 years, including contractual employment for services Yes No X

b City employment of "Member of Immediate Family" (defined herein as spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes No X

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

d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

ERIC T. PARSLEY

Section 1. Disclosure of Financial Interest in Vendor

i If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

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

Name Eric T. Parsley Name.

Address: 7256 Company Dr., Indianapolis, IN 46237 Address:

b For each individual listed in Section 1a., show his/her type of equity ownership. sole proprietorship () stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent): ownership interest: 5.88%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a , check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services. Yes No X
- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes No. X
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years Yes No. X
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

PATRICK W. ZAHARAKO

Section 1. Disclosure of Financial Interest in Vendor

j If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

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

Name: Patrick W Zaharako Name

Address: 7256 Company Dr., Indianapolis, IN 46237 Address

b For each individual listed in Section 1a, show his/her type of equity ownership: sole proprietorship () stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent) ownership interest: 5 88%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a City employment, currently or in the previous 3 years, including contractual employment for services. Yes No X

- b City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years Yes No X

- c Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years Yes No X

- d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X

BRIAN M. DESHARNAIS

Section 1. Disclosure of Financial Interest in Vendor

k If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary).

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

Name: Brian M Desharnais Name:

Address: 7256 Company Dr , Indianapolis, IN 46237 Address:

b For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship () stock (X) partnership interest () units (LLC) () other (explain)

c For each individual listed in Section 1a , show the percentage of ownership interest in Vendor (or its parent). ownership interest 5.88%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a City employment, currently or in the previous 3 years, including contractual employment for services. Yes No X

- b City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years Yes No X

- c Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years Yes No X

- d Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No X