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BILL NO. S-15-05-12

SPECIAL ORDINANCE NO. S- 47-15

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES AGREEMENT - WPCP PROCESS REVIEW AND OPERATIONS MANUAL UPDATES - PROCESS OPTIMIZATION (TASK 2) - RES. #76126, W.O. #76126 between DONOHUE & ASSOCIATES, 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 ENGINEERING SERVICES AGREEMENT - WPCP PROCESS REVIEW AND OPERATIONS MANUAL UPDATES - PROCESS OPTIMIZATION (TASK 2) RES. #76126, W.O. #76126 by and between DONOHUE & ASSOCIATES, 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: Process Review and Operations Manual Updates will provide services to develop the strategy to optimize, and maintain overall operations and present this information in a manner that is accessible and meaningful to WPCP operators and all users. The optimization is necessary in order to maximize the capabilities and capacities of WPCP facilities for the treatment of increased flows:

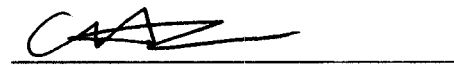
involving a total cost of ONE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED SIXTY AND 00/100 DOLLARS - (\$168,460.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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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

PROFESSIONAL SERVICES AGREEMENT

("WPCP Process Review and Operations Manual Updates - Process Optimization")

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

Donohue & Associates, Inc. ("Engineer")
1502 Magnavox Way
Suite 260
Fort Wayne, IN 46802

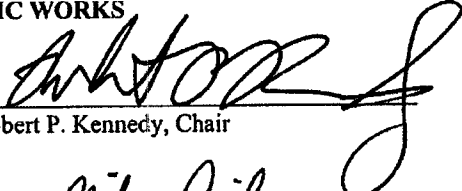
Who agree as follows:

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.

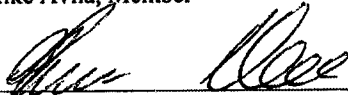
APPROVALS

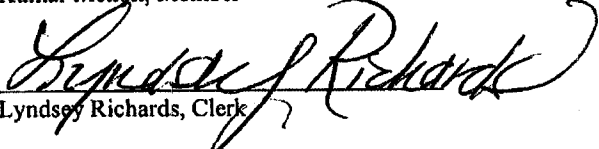
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

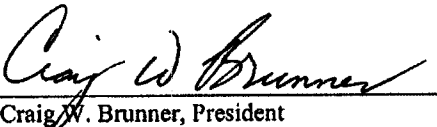
BY: 
Mike Avila, Member

BY: 
Kumar Mengn, Member

ATTEST: 
Lyndsey Richards, Clerk

DATE: 5/16/15

APPROVED FOR ENGINEER

BY: 
Craig W. Brunner, President

DATE: 04/21/15

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

The WPCP Process Review and Operations Manual Updates include the following:

- Task 1 Operation & Maintenance Computer-based interface
- Task 2 Process Optimization
- Task 3 Process Operations Manual
- Task 4 Supplemental Services

The Project for this Agreement consists of Task 2 Process Optimization.

C. SCOPE OF WORK

The Engineer shall provide the following Services:

Phase 1 - Unit Process Definition

Define the unit processes within the Water Pollution Control Plant (WPCP) system and identify the subsystems that are a part of the unit process. The purpose is to understand the role and criticality of each unit process to the overall operation of the WPCP and, subsequently, the role and criticality of the subsystems to the operation of the unit process.

- 1.1 Classify unit processes in terms of function (eg. NPDES, energy, ancillary), type (eg. process, hydraulic) and connectivity and/or interrelations to other unit processes
- 1.2 Grade unit processes relative to the overall functionality of the plant (eg. important, convenient)
- 1.3 Classify subsystems for function and type, grade based on criticality to unit operations

WPCP Unit Processes

The WPCP consists of unit processes that support the production of effluent that meets the National Pollution Discharge Elimination System (NPDES) discharge requirements. Controlling the parts of the process ensures reliably and efficiently achieving the goals and objectives for treatment. Unit processes at the WPCP are as follows:

- Preliminary Treatment
- Primary Clarification
- Activated Sludge
- Secondary Clarification
- Disinfection
- Solids Thickening

- Anaerobic Digestion
- Wet Weather Pumping

Inside each unit process are various sub-systems including controls, mechanical equipment, electrical equipment, pipes and valves.

Asset Management Approach

An asset management approach will be utilized to support the classification and evaluation of unit processes. The approach considers the following:

- **Level of Service** – Each major asset makes a unique contribution to meeting the overall level of service expectations for the WPCF. It is important for each stakeholder to understand how individual assets relate to the whole. This includes classifying each major asset and how it interacts with other assets and the system.
- **Identify Performance Measures** – The asset level risk register will be tailored to the District's framework to capture failure modes, the likelihood and consequence of failure, and business risk associated with assets. The performance measures consider the criticality of the asset to achieve the goals and objectives relative to performance and efficiency.
- **Identify Failure Modes and Business Risk Assessment** – The level of service and performance measures are used to capture failure modes and consider a business risk assessment related to the major assets.

A matrix will be developed to support the evaluation and objectively discuss the results.

1.4 Determine peak versus firm capacity of the unit processes, identifying limiting factors

The peak and firm capacity of each unit process will be evaluated for each unit process relative to hydraulic and process related limitations. Design information, on-site observations, solids flux analysis, and comparison with industry related standards will be used to evaluate the capacities. Donohue has previously evaluated the capacities of many of the unit processes at the WPCF.

1.5 Prepare for, participate in and provide notes for meetings, conference calls and coordination necessary to accomplish the work.

Phase 2 - Process Optimization

Perform an evaluation across the unit processes to optimize and maintain overall WPCP operations. This includes establishing key performance indicators, normal operating ranges, criteria that indicate the system is deviating from optimal and troubleshooting and corrective actions.

- 2.1 Identify unit processes and subsystems critical to the WPCP operations. Considerations should include biological, mechanical, electrical, safety, etc.
- 2.2 Identify process limiting unit processes or subsystems.
- 2.3 For critical unit processes and subsystems, establish performance indicators for use in monitoring current performance, predicting failures or upsets, recognizing failures or upsets.
- 2.4 For critical unit processes and subsystems, develop recovery plans for the system in the event of a failure or upset.

- 2.5 Develop process control guidelines for achieving and maintaining optimal performance.

Develop Unit Process Guidelines

Engineer shall develop process control guidelines for each unit process to promote complete understanding of the systems and interrelated components. Process control guidelines provide the operating strategy of each unit process. This includes an overview of the unit process, associated equipment, key performance indicators, control strategies, sampling and analysis procedures, and data recording and reporting requirements. The unit process guidelines are a key part of the process control management strategy and provide a mechanism to collaboratively develop and agree on the following attributes of each unit process:

- Criticality of equipment and capacity
- Key performance indicators
- Short interval controls, control ranges, and corrective actions to achieve the key performance indicators
- Process monitoring requirements and responsible parties
- Data management processes

The guidelines integrate work instructions that document each step in controlling the process. The Engineer shall work collaboratively with operations staff to reach consensus agreement on the key performance indicators and controls prior to finalizing the process guidelines for each unit process.

- 2.6 Consider operations during dry versus wet conditions.
- 2.7 Develop a narrative that identifies the highest areas of failure potential and steps that could be taken to mitigate (eg. spare parts, training).

Process Optimization Approach

The process optimization program considers the information developed as part of the asset management approach, unit process capacities, and the production of unit process guidelines. As part of the process of understanding risk and performance the evaluation will include the following:

- Complete a critical equipment assessment
- Identify limitations in the unit processes
- Establish performance indicators in terms of assets and unit process performance
- Establish failure modes and measures to mitigate
- Develop an asset management report that summarizes the approach and identifies measures to support performance

- 2.8 Develop a training program complete with instruction materials and documentation

Operator Training

The process control guidelines serve as a foundation for operator training. The Engineer's training approach shall begin with training modules that contain lesson plans. Each lesson plan shall contain the objective, training material (slides, handouts, PowerPoint, drawings), exercise, summary, and an assessment. The delivery of the lesson plan shall follow the ROPES approach:

- **Review:** Ask student what they know about the topic (to get them thinking)

- **O**verview: Introduce the topic and prepare students to learn the new material
- **P**resent: Cover the topic with specific information in 35-40 minutes
- **E**xercise: Complete a worksheet for District staff individually or in a group to reinforce the topic
- **S**ummarize: After the exercise, review, and recap the information

The Engineer will work with the City to consider the value of creating videos of the training and WebEx discussion. The video could be used to support future training efforts. This Agreement does not include videotaping of the training.

Training shall include the following modules:

- **Module 1: Wastewater Treatment Overview**
 - Plant Overview-Unit Processes, Treatment Purpose, and Design Capacities
 - Effluent Permit Standards and Reports
 - Biochemical Oxygen Demand, Suspended Solids, Nitrogen, Phosphorus
- **Module 2: Headworks and Primary Treatment**
 - Influent Screening
 - Grit Removal
 - Primary Clarification
 - Sampling and Analysis
- **Module 3: Activated Sludge**
 - Activated Sludge Biology
 - Activated Sludge Process Flow Scheme
 - Activated Sludge Control Calculators
 - Activated Sludge Observations
 - Sampling and Analysis
- **Module 4: Nitrification/Denitrification Process**
 - Nitrogen Cycle
 - Nitrification Process in Activated Sludge
 - Denitrification Process in Activated Sludge
 - Nitrogen Testing
 - Secondary Clarification
 - Sampling and Analysis
- **Module 5: Disinfection**
 - Chemical Storage
 - Chemical Metering
 - Sampling and Analysis
- **Module 6: Thickening and Digestion**
 - Thickening Process

- o Digestion
- o Solids Pumping
- o Gas Handling
- o Boilers and Power Generation
- o Sampling and Analysis
- Module 7: Wet Weather
 - o Wet Weather Operations
- Module 8: Solids Handling
 - o Digested Sludge Pumping
 - o Lagoon Operation
 - o Solids Processing

2.9 Prepare for, participate in and provide notes for meetings, conference calls and coordination necessary to accomplish the work

D. SCHEDULE

The Project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by June 15, 2015 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

<u>SCHEDULE</u>	<u>DATE</u>
Begin Services	July 1, 2015
Complete Unit Process Definition	September 1, 2015
Complete Process Optimization	March 31, 2016

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by City and negotiated fees, Engineer can provide the following additional services:

CONTINGENCY TASKS (but not specifically limited to):

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement:

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 as exist relating to the Services that Engineer may utilize for the basis of work but that may require verification with actual conditions.

B. 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 Zachary R. Schortgen, P.E.

C. 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 \$168,460 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 in effect at the time the Services are performed. The 2015 billing rate schedule for the DESIGNER is attached to this Agreement as Attachment 2.. All Reimbursable costs incurred for the Project will be invoiced at cost.

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER . The Engineer will obtain written City approval before authorizing these services.

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. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

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 term, 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

Phase 1. Unit Process Definition

For Services outlined in Phase 1 a not to exceed fee of: **\$58,560**

Phase 2. Process Optimization

For Services outlined in Phase 2 a not to exceed fee of: **\$89,900**

Optional Services - As authorized by PM

Contingency Allowance - As authorized by PM

For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of : **\$20,000**

TOTAL NOT TO EXCEED FEE: \$168,460

Except for any Contingency Allowance as authorized by the City's PM, the Engineer may alter the distribution of Compensation between individual phases to be consistent with Services actually performed.

ATTACHMENT #2

Donohue & Associates, Inc.
2015 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$235
Engineer/Specialist VIII	\$225
Engineer/Specialist VII	\$205
Engineer/Specialist VI	\$185
Engineer/Specialist V	\$165
Engineer/Specialist IV	\$150
Engineer/Specialist III	\$135
Engineer/Specialist II	\$120
Engineer/Specialist I	\$100
Technician II	\$90
Technician I	\$80
Administrative Assistance III	\$80
Administrative Assistance II	\$70
Administrative Assistance I	\$60

Notes:

- Labor charge-out rates are for normal work week.*
- Billing rates are in effect for 2015 and may be adjusted annually to reflect labor cost increases.*
- Mileage is billed at the current IRS stipulated rate.*
- Printing and reproductions are billed at cost.*

CITY OF FORT WAYNE, INDIANA

Donohue & Associates, Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 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 \$50,000 or more. Vendors shall disclose their 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 for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the 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

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%

(ii) Distributable income share exceeding 5%

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

Name: See attached Name: _____

Address: _____ 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:

Name: _____ %

Name: _____ %

Vendor Disclosure Statement

Section 1: Disclosure of Financial Interest in Vendor as of 04/14/15 Questions a, b, and c

Last Name	Middle Initial	First Name	Address	City	State	Zip Code	Stock Ownership Percentage
Nevers	S	Edward	3311 Weeden Creek Road	Sheboygan	WI	53081	5.0%
Scheiber	A	Barbara	3311 Weeden Creek Road	Sheboygan	WI	53081	9.2%
Buss	M	Randall	3311 Weeden Creek Road	Sheboygan	WI	53081	9.2%
Jensen	R	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	8.6%
Berktoed	A	Josef	3311 Weeden Creek Road	Sheboygan	WI	53081	8.0%
Brunner	W	Craig	3311 Weeden Creek Road	Sheboygan	WI	53081	8.6%
Gerbitz	W	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	6.1%

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

- c. Relationship to Member of Immediate Family holding appointive City office currently or in 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 X No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

See attached

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X 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).

See attached

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?
Yes No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: n/a

Company / Name / Payment Terms: _____

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;

Section 3: Disclosure of other Contract and Procurement Related Information as of 04/14/15

Question a

Contract Name	Purchase Order Number	Contract Date	City Contact
WPCP Digester No. 5 Upgrades Design and ESDC	12905050-000	01/18/12	Zach Schortgen
Primary and Secondary Treatment Capacity Improvements Design	12905068-000	07/05/12	Andrew Schipper
West and Southwest Pressure Zone Improvements Controls Design	14905064-000	04/09/14	Andrew Schipper
On-Call Services for WPCP & Three Rivers Fil Plt Proc I&C Sys		01/07/15	Jon Weirick
On-Call Services for WPCP Post Construction Commissioning Support	15905023-000	02/04/15	Zach Schortgen

Question b

Bid or Project Number / Amendment	Contract Date	City Contact
WPCP Chemically Enhanced Primary Treatment Improvement DSDC	Pending	Zach Schortgen
WPCP Process Review and Operations Manual Updates - Process Optimization	Pending	Zach Schortgen

- 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, or 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

Donohue & Associates, Inc.
(Name of Vendor)

3311 Weeden Creek Rd; Sheboygan, WI 53081
Address
(920) 208-0296
Telephone
rbuss@donohue-associates.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) Randall M. Buss Title Senior Vice President

Signature  Date April 14, 2015

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

Interoffice Memo

Date: May 7, 2015
To: Common Council Members
From: Zach Schortgen, City Utilities Engineering
RE: **WPCP Process Review and Operations Manual Update – Process Optimization (Task 2)**
Res. # 76126 , W.O. # 76126

Council District # ALL

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, and other customary services incidental thereto.

“WPCP Process Review and Operations Manual Updates-Process Optimization” as follows: The process review and optimization will develop the strategy to optimize, and maintain overall operations and present this information in a manner that is accessible and meaningful to WPCP operators and all users. The optimization is necessary in order to maximize the capabilities and capacities of WPCP facilities for the treatment of increased flows.

Implications of not being approved: With the new capital projects being completed at the WPCP and increasing the maximum plant flow to 85 MGD, it is necessary to provide operational tools to ensure performance and continue to meet NPDES compliance. This project will provide and organize these key tools to monitor, document and control critical plant processes.

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

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal (CSP) process based on their prior experiences and qualifications. The RFQ announcement was sent to over 100 firms, and 2 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. A request for proposals was then developed and sent to all shortlisted firms. Both shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on the RFQ, and RFP's. RFP scoring was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected Donohue & Associates for Task 2 of this project and also finds their not-to-exceed fee to be the best value. The Board of Public Works approved the contract on May 6, 2015.

The cost of said project funded by Sewer Utility.

Council Introduction Date: May 12, 2015

CC: BOW

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Martin Bender
Read the second time by title and referred to the City Utilities
Committee. Read the third time in full and on motion by Councilman
Martin Bender, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____
BENDER	<u>✓</u>	_____	_____	_____
CRAWFORD	<u>✓</u>	_____	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	<u>✓</u>	_____	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	<u>✓</u>	_____	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAF	<u>✓</u>	_____	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED: 5-26-15 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. S-47-15 on the 26th day of
May, 2015

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

John N. Crawford
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day
of May, 2015, at the hour of 4:00 O'clock PM. E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of MAY
2015, at the hour of 4:00 O'clock PM. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. S-15-05-12

REPORT OF COMMITTEE ON CITY UTILITIES

MAY 19, 2015

*Martin Bender, Chair
Thomas Smith, Co-Chair
All Council Members*

AN ORDINANCE approving Professional Engineering Services Agreement - WPCP Process Review and Operations Manual Updates - Res. #76126, W.O. #76126 between American Structurepoint, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works. **COMMITTEE ON CITY UTILITIES HAVE HAD SAID** Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Martin A. Bender

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

**SANDRA E. KENNEDY
CITY CLERK**