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BILL NO. S-16-01-03

SPECIAL ORDINANCE NO. S-5-16

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - WATER POLLUTION CONTROL PLANT DIGESTER #3 & #4 IMPROVEMENTS PROJECT - RES. #76189, W.O. #76189 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 SERVICES AGREEMENT - WATER POLLUTION CONTROL PLANT DIGESTER #3 & #4 IMPROVEMENTS PROJECT - RES. #76189, W.O. #76189 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:

Engineer shall provide all labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc. and to provide the City Professional Engineering Services in all phases of the Project to which the scope of services applies. Services will include serving as City's professional representative for the Project, providing Professional Engineering consultation and advice, and other customary services incidental thereto. Water Pollution Control Plant Digester #3 & #4 project includes improvements to digesters 3 & 4 and associated facilities, on-site sludge force main improvements, and preliminary design services for future high strength and organic waste receiving facilities:

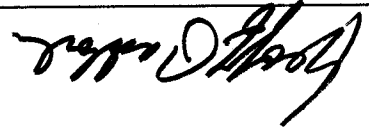
involving a total cost of SIX HUNDRED NINETEEN THOUSAND, EIGHT HUNDRED EIGHTY-ONE THOUSAND AND 00/100 DOLLARS -

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1 (\$619,881.00). A copy of said Contract is on file with the Office of the City
2 Clerk and made available for public inspection, according to law.


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

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Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
WATER POLLUTION CONTROL PLANT
DIGESTER #3 & #4 IMPROVEMENTS
("PROJECT")**

This Agreement is by and between

CITY OF FORT WAYNE ("CITY" or "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" or "Engineer"),
1502 Magnavox Way, Suite 260
Fort Wayne, IN 46802**

Who agree as follows:

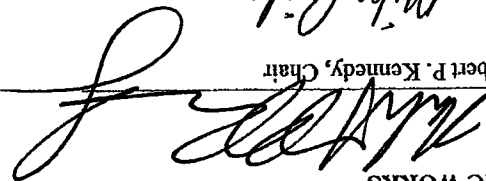
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement 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

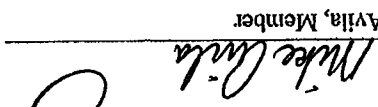
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

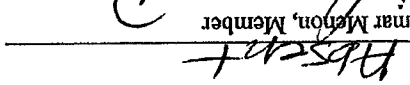
BY:


Robert P. Kennedy, Chair

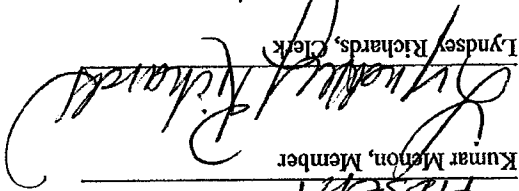
BY:


Mike Avila, Member

BY:


Kumar Mehon, Member

ATTEST:

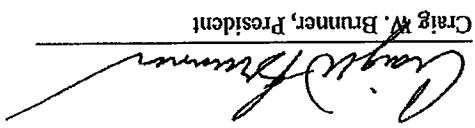

Lyndsey Richards, Clerk

DATE:

1/30/10

APPROVED FOR ENGINEER

BY:


Craig W. Brunner, President

DATE:

1/5/2012

10. A new thickened activated sludge (TAS) force main extending from the thickened sludge pumps in the Thickening Building to the digested sludge feed header in the Digester Gallery. The new force main will be redundant to the existing main, but shall be designed to allow pumping of TAS at higher pressure than can be accommodated in the existing main.
11. A new secondary effluent (SE) line extending from the west secondary clarifier complex to the digested sludge pump station being provided under the current Digester Upgrades construction contract. The new SE line is expected to follow much of the same route as that for the new TAS force main.

On-site sludge force main improvements include the following:

1. Replacement of the existing floating cover with a new insulated, fixed steel cover for each digester.
2. Provision of a new linear motion mixing (LMM) system for each digester.
3. Sludge feed, gravity transfer, and overflow systems including piping, valves, and overflow boxes. Modifications to the existing sludge transfer facilities for Digester #6, including the provision of a new overflow box and associated piping, shall also be provided to fully implement the improvements to Digesters #3 and #4.
4. Replacement of the existing sludge heating and recirculation pumping system with a new system that shall also include provisions for foam suppression on the liquid surface of each digester. New pumps shall be equipped with variable frequency drives.
5. New digester gas piping system and condensate removal facilities including connection to Digester #6 as well as Digesters #3 and #4.
6. Replacement of the existing digested sludge heat exchanger system. The City will include the new system in the Digester #3 & #4 Improvements construction contract as schedule and budget allow.
7. Associated instrumentation and control systems to automate and monitor digester operation.
8. Associated electrical systems for power distribution.
9. Associated site improvements and yard piping.

The improvements to Digesters #3 and #4 shall be consistent with the design basis established for the current Digester Upgrades construction contract. The process is two-stage primary mesophilic digestion with constant level, gravity transfer of sludge to maximize the effective volume and performance of the digesters. Improvements shall include the following:

This Project includes design services, bidding assistance and designer services during construction (DSDC) for improvements to Digesters #3 and #4 and associated facilities. The Project also includes design services, bidding assistance, and DSDC for on-site sludge force main improvements and preliminary design services for future high strength waste (HSW) and organic waste receiving improvements.

The anaerobic digestion facilities at the Water Pollution Control Plant (WPCP) include six digesters with associated control buildings and galleries, associated process-mechanical, instrumentation and control, electrical, HVAC, and plumbing systems, and site infrastructure facilities. With the completion of the current Digester Upgrades construction contract, which is scheduled near the end of 2015, improvements to Digesters #1, #2, #5, and #6 and associated facilities will be complete. New digester gas conditioning and engine-generator facilities will also be commissioned with the current construction contract.

B. PROJECT DESCRIPTION

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 Engineering services and other customary services incidental thereto.

A. GENERAL

SCOPE OF BASIC ENGINEERING SERVICES

PART I

- l. Perform quality reviews throughout the duration of the Project.
- k. Drawings shall be prepared for production in two sizes: 22" x 34" full-scale and 11" x 17" reduced-scale. Drawings shall be prepared in AutoCAD format.
- j. Division 0 documents and specifications shall be prepared with Microsoft Word.
- i. Titles and specification numbering shall adhere to the City's master specification list. Numbers & Titles, of the Construction Specifications Institute (CSI). Where available, the City's specifications shall be prepared in general conformance with the MasterFormat, 2010 Edition by the Engineer's Joint Contract Documents Committee (EJCDC).
- h. Prepare Division 0 documents from City master documents, which are based on documents developed by the Engineer's Joint Contract Documents Committee (EJCDC).
- g. Prepare bidding and contract documents. Documents shall be prepared for construction by a single prime contractor.
- 2) Prepare operational strategies and descriptions of system functionality.
 - 1) The City will solicit bids from pre-qualified firms for providing process instrumentation and control work during construction including system integration and programming. Engineer shall prepare bidding documents that name the City-selected system supplier and the price for the process instrumentation and control work.
- f. Special process control system requirements that will be included in the design include the following:
 - e. Conduct site visits to obtain information necessary for design.
 - d. Request from the City and review record drawings, files, and other existing system documents and then issue final notes as required.
 - c. Conduct design workshops in Fort Wayne. Present and discuss results of design work with the City to obtain decisions and further direction on the progress of work to be performed. Provide workshop notes documenting important points of discussion, decisions made, and assign responsibility to tasks as appropriate. Distribute notes to attendees within seven (7) days of workshop for review and comment.
 - b. Design Services shall include preparation of construction contract documents including drawings, specifications, construction sequences and constraints, and other documents necessary for agency review and approval and for bidding and construction of the new facilities. Design Services shall also include preparation of an opinion of probable construction cost and a possible construction schedule showing major construction activities that are consistent with the specified sequences and constraints and the specified contract times.
- a. Prepare Project design schedule.

1. General Services

The duty of the Engineer is to develop 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:

C. SCOPE OF WORK – DIGESTER #3 AND #4 IMPROVEMENTS AND ON-SITE SLUDGE FORCE MAIN IMPROVEMENTS

- 12. Replacement of the digested sludge force main from the digester complex to an on-site end point at or near Dwenger Avenue. The on-site end-point will be determined during design. The design and construction of the new digested sludge force main system from the on-site end point in this Project to the off-site sludge drying beds will be provided by others under the South Maumee Relief Sewer project.
 - 13. The City will include the on-site sludge force main work in the construction contract as schedule and budget allow.
- The City's interest in future HSW and organic waste receiving improvements is to increase digester gas production for the purpose of increasing on-site electrical energy production and reducing the cost of purchasing electricity. The future HSW and organic waste receiving improvements shall be developed as part of this Project, but are expected to include receiving, processing, storing, and feeding systems for liquid HSW and for solid organic wastes.

5. Bidding Services
 - a. Prepare 90 Percent Design bidding and contract documents including drawings, specifications, construction sequences and constraints, possible construction schedule, and other supporting documents for City and agency review.
 - b. Prepare 90 Percent Design opinion of probable construction cost.
 - c. Submit 90 Percent Design documents to the City for review.
 - d. Submit written responses to City written review comments.
 - e. Perform final Engineer quality control review.
 - f. Revise the Bidding and Contract Documents to incorporate resolution of City and Engineer review comments.
 - g. Submit 100% complete Bidding and Contract Documents ready for advertisement for Bids.

4. 90 Percent Design Services
 - a. Develop design and prepare 60 Percent Design bidding and contract documents including drawings, specifications, construction sequences and constraints, and other supporting documents for City review.
 - b. Prepare 60 Percent Design opinion of probable construction cost.
 - c. Submit 60 Percent Design documents to the City for review.
 - d. Conduct a 60 Percent Design review workshop.
 - e. Submit written responses to City written review comments.

3. 60 Percent Design Services
 - a. Prepare preliminary Table of Contents for Contract Specifications.
 - b. Prepare construction sequence and constraints.
 - c. Prepare opinion of probable construction cost.
 - d. Submit 30 Percent Design documents to the City for review.
 - e. Conduct a 30 Percent Design review workshop.
 - f. Submit written responses to City written review comments.

2. 30 Percent Design Services
 - 1) Site and facility layout drawings
 - 2) P&IDs
 - 3) Electrical one-line diagrams
 - a. Conduct a Project Kickoff workshop.
 - b. Size and select digested sludge heat exchangers for replacement of the existing heat exchangers. Establish the design basis considering the impacts of future sludge quantity, H₂S, and organic waste loading and digester feed time. Prepare drawings showing layout and connection requirements and estimate construction cost. Document investigation and recommendation in a technical memorandum.
 - c. Perform hydraulic calculations to confirm size of sludge force mains based on existing pump station design, evaluate alternate force main material, develop and investigate alternate routes for the on-site sludge force mains and estimate construction costs. For the digested sludge force main establish facility requirements for flushing, pigging, and cleaning, high point and low point system facility requirements, and facility requirements for access and inspection for the entire length of the force to the off-site sludge drying beds. Document investigations and recommendations in two technical memoranda – one for the T&S force main and the other for the digested sludge force main system.
 - d. Develop preliminary design drawings for the construction contract including:
 - 1) Site and facility layout drawings
 - 2) P&IDs
 - 3) Electrical one-line diagrams

- m. All deliverables will be submitted in PDF and original file format. Paper copies of deliverables will not be required.
- n. Provide monthly progress reports to the City to document services performed and Project status. The topics of the monthly report shall include tasks completed and in progress, budget and schedule status, and issues to be resolved. The monthly progress reports shall be submitted with the monthly Project invoices.

The purpose of Designer's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phases; and in addition, by exercise of Designer's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. Designer shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident

Make visits to the site at intervals as requested by the Engineer in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by Designer are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Designer's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, Designer shall determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.

c. *Visits to Site and Observation of Construction.* In connection with observations of the work while it is in progress:

Pre-Construction Conference. Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer.

b. *General Administration of the Contract Documents.* Consult with, advise and assist the Engineer in the Engineer's role as City's representative. Designer's communications with the City and the Contractor shall be through, or with the knowledge, of the Engineer.

a. The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and to have the rights and authority assigned to the Engineer in connection with the construction work to be performed in accordance with the construction Contract Documents. During the construction phase, the Engineer during the design phase will be referred to as the Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents. The Designer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.

6. Designer Services During Construction (DSDC)

a. The City will distribute Bidding Documents to bidders, maintain the bidders list, and distribute addenda as required.
b. Engineer shall conduct a pre-bid conference with the City.
c. Respond to bidding questions.
d. Prepare addenda as required.
e. Review bids as requested by the City.
f. Assist the City with preparation of the Agreement for the successful bidder.
g. Prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Contract Documents" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

Disagreements between City and Contractor. Assist the Engineer in rendering formal written decisions on claims of the City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, Designer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.

Inspections and Tests. The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. Designer shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Designer shall be entitled to rely on the results of such tests.

Substitutes. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.

Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The shop drawings will be transmitted electronically through the City's Project Management Information System (PMIS).

Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.

Classifications and Interpretations; Field Orders. Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the City's Project Management Information System (PMIS).

Process Control System Field Testing. Attend field testing of the process control system programming to verify operation for compliance with the established functional description and design intent.

I&C Coordination. Attend coordination meetings with the City and the I&C System Supplier regarding programming to be performed by the I&C System Supplier. At the meetings, review functional descriptions and design intent. Clarify questions raised by the I&C System Supplier.

Monthly Construction Progress Meetings. Participate in monthly construction progress meetings via phone.

Defective Work. Recommend to Engineer that the work be disapproved and rejected while it is in progress if Designer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1. Evaluate and document existing infrastructure and systems that are currently in place to receive, process, store, and feed HSW, or existing infrastructure that can be re-purposed for these HSW purposes.
2. Evaluate and document existing anaerobic digestion capacity, the capacity consumed by present-day primary sludge (PSD) and thickened activated sludge (TAS) loadings, the capacity required for future PSD

The duty of the Engineer is to develop a preliminary design for liquid HSW and for solid organic waste. The Engineer shall develop and provide the following services:

D. SCOPE OF WORK – HIGH STRENGTH WASTE AND ORGANIC WASTE RECEIVING IMPROVEMENTS

- 3) Prepare Standard Operating Procedures (SOPs) in electronic format. Respond to and incorporate CITY review comments.
 - 2) Provide on-site startup operations assistance in the startup and commissioning of the facilities.
 - 1) Consistent with Section 017913 System and Facility Performance Testing Procedures as specified in the Contract Documents, assist with preparation of startup plans to coordinate the responsibilities of the Contractor, I&C System Supplier, and the City at the time when construction is complete and the facilities are ready for operation.
- o. Startup Services.*
- 4) Attend the Contractor's vendor training. Review the training for conformance with the Contract Documents.
 - 3) Prepare a training manual for each of 25 students.
 - 2) The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
 - 1) Prepare and deliver design basis operator training in training modules.
- n. Training.*
- m. Limitation of Responsibilities.* Designer shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. Designer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 1) *Record Drawings.* Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish AutoCad and PDF files of the record drawings.
 - 4) Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the City.
 - 3) Furnish manual in electronic format.
 - 2) After startup of the facilities is complete, modify the manual to incorporate City review comments.
 - 1) Prepare O&M manual in electronic format.
- j. Operation and Maintenance (O&M) Manual.*

commencement.

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

CONTINGENCY TASKS (but not specifically limited to):

<p>High Strength Waste and Organic Waste Receiving Improvements Final Basis of Design Report</p>	<p>18 weeks after Notice to Proceed</p>
<p>Digester #3 and #4 Improvements and On-Site Sludge Force Main Improvements 100% Design Documents Ready to Advertise For Bids</p>	<p>26 weeks after Notice to Proceed</p>

DATE

SCHEDULE

The Project will be completed as stated below. This schedule is based on the Engineer receiving a Notice to Proceed by March 1, 2016 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

E. SCHEDULE

5. All deliverables will be submitted in PDF and original file format. Paper copies of deliverables will not be required.
 4. Develop a HSW Basis of Design Report that includes the documentation noted previously as well as preliminary layout drawings, process and instrumentation drawings, equipment selections, operational strategies, a preliminary construction cost opinion, and a preliminary annual cost perspective (costs and savings). [NOTE: The City will perform a more exhaustive and focused annual cost analysis before proceeding with implementation. The City's analysis will consider the specific anticipated wastes and their influence on net biosolids production, sidestream impacts, and biogas production.] Submit draft Basis of Design Report to City for review, provide written responses to City's written review comments, and submit final Basis of Design Report.
 3. Conduct a two-day HSW Conceptual Design Workshop. The Workshop shall begin with a review of the existing infrastructure and systems assessment, the digestion capacity assessment, the ultimate build-out liquid HSW and solid organic waste quantities, and the proposed HSW and solid organic waste quantities. After developing consensus regarding the aforementioned items, the Workshop shall advance to a conceptual design phase addressing the various elements required of a robust HSW and solid organic waste receiving, processing, storage, and feeding system. These elements include waste hauler traffic routing, receiving station configuration for easy in/easy out waste hauler access, waste hauler security and control, tank materials, tank coatings, pipe materials, material handling processes and equipment, and operational strategies. The product of this Workshop will be Meeting Notes documenting the discussion and findings, and a consensus regarding capacities, configurations, materials and equipment and phased construction.
- and TAS loading increases, and the capacity ultimately available for HSW co-digestion. Based on information the City has acquired previously or information available from other representative HSW programs, the Engineer shall develop specific liquid HSW loading and solid organic waste loading assumptions. These specific loadings shall be used to develop ultimate build-out liquid HSW quantities (gallons/day) and solid organic waste quantities (tons/day). These quantities shall provide an ultimate build-out perspective to be used in developing the HSW and solid organic waste receiving capacities and improvements and considerations for phased construction.

CITY'S RESPONSIBILITIES

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

PART II

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 a maximum of two (2) copies each of existing City utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

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 Zach 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 \$619,881 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.

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 plus 10 percent for administrative costs. 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 deliverables were originally prepared, or alteration of such documents or CITY for any purpose other than that for which such documents or deliverables were originally prepared, or adaptation of such documents 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:
 - 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 project 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 or from this Agreement, shall be limited to the amount of direct damages actually incurred. Absent gross negligence or performance of obligations arising out of this Agreement, 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 enforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
 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.

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL	
ATTACHMENT #1	
SUMMARY SHEET	
	DIGESTER #3 AND #4 IMPROVEMENTS AND ON-SITE SLUDGE FORCE MAIN IMPROVEMENTS
\$ 289,706	<u>Design Services</u>
\$ 9,852	<u>Bidding Services</u>
\$ 161,170	<u>Designer Services During Construction</u>
	HIGH STRENGTH WASTE AND ORGANIC WASTE RECEIVING IMPROVEMENTS
\$99,340	<u>Preliminary Design Services</u>
\$ 9,813	10% Administrative Markup for Subconsultants
\$ 50,000	<u>Contingency Allowance - As authorized by PM</u>
\$ 619,881	TOTAL NOT TO EXCEED FEE:

Donohue & Associates, Inc., 2016 Billing Rates, 1 page
Arcadis-US, Employee Hourly Rate Schedule, 1 page
CH2M Hill, Employee Hourly Rate Schedule, 2 pages

See attached rate schedules for:

EMPLOYEE HOURLY RATE SCHEDULE

ATTACHMENT #2

**Donohue & Associates, Inc.
2016 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	\$170
Engineer/Specialist IV	\$155
Engineer/Specialist III	\$135
Engineer/Specialist II	\$120
Engineer/Specialist I	\$110
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 2016 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.

2. Payment for reimbursable costs will be invoiced at cost. These items may include, but not limited to: shipping charges; printing services; or traveling and lodging expenses, as required, performing project duties. Mileage for travel will be billed at the IRS business rate per mile for automobile.

\$246.00/hr	Officer
\$229.00/hr	Principal Engr. II
\$203.00/hr	Principal Engr. I
\$182.00/hr	Sr. Project Engineer - Grade 6
\$153.00/hr	Project Engineer - Grade 5
\$132.00/hr	Project Engineer - Grade 4
\$122.00/hr	Engineer - Grade 3
\$110.00/hr	Engineer - Grade 2
\$99.00/hr	Engineer - Grade 1
\$161.00/hr	Technician - Grade 8
\$138.00/hr	Technician - Grade 7
\$124.00/hr	Technician - Grade 6
\$107.00/hr	Technician - Grade 5
\$101.00/hr	Technician - Grade 4
\$78.00/hr	Technician - Grade 3
\$65.00/hr	Technician - Grade 2
\$57.00/hr	Technician - Grade 1

1. Payment of actual hourly rates for services rendered by ARCADIS-US employees working directly on the Project. Hourly rates will be in accordance with the following schedule:

**ARCADIS-US
EMPLOYEE HOURLY RATE SCHEDULE**

**EMPLOYEE/SERVICE DESCRIPTION
RATE**

CH2M HILL

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION RATE

EMPLOYEE/SERVICE DESCRIPTION	RATE
Program Manager IV	\$195/hr
Principal I	\$185/hr
Project Manager III	\$170/hr
Project Manager IIIa	\$165/hr
Program Manager II	\$165/hr
Commissioning Coordinator	\$165/hr
Construction Manager III	\$160/hr
Program Manager I	\$155/hr
Engineer V	\$150/hr
Engineer IV	\$140/hr
Engineer III	\$130/hr
Resident Engineer III	\$128/hr
Construction Manager III	\$125/hr
Engineer II	\$120/hr
Project Manager III	\$115/hr
Engineer I	\$115/hr
Construction Manager II	\$115/hr
Resident Engineer II	\$110/hr
Project Controls Manager III	\$110/hr
Construction Manager I	\$110/hr
Project Manager II	\$110/hr
Project Controls Manager II	\$105/hr
Resident Engineer I	\$105/hr
Project Manager I	\$105/hr
Associate Engineer IV	\$95/hr
Associate Engineer III	\$90/hr
Associate Engineer II	\$85/hr
Document Controls Specialist III	\$82/hr
Administrative Assistant VI	\$80/hr
Associate Engineer I	\$80/hr
Document Controls Specialist II	\$75/hr
Administrative Assistant V	\$75/hr
Project Controls Manager I	\$75/hr
Document Controls Specialist I	\$70/hr
Administrative Assistant IV	\$65/hr
Administrative Assistant III	\$60/hr
Administrative Assistant II	\$55/hr
Staff Engineer IV	\$49/hr
Administrative Assistant I	\$45/hr
Staff Engineer III	\$45/hr
Staff Engineer II	\$40/hr
Staff Engineer II	\$40/hr
Staff Engineer II	\$35/hr
Staff Engineer I	\$30/hr

ONSITE:

OFFSITE:

\$295/hr	Technologist V
\$275/hr	Senior Program Manager
\$255/hr	Technologist IV
\$250/hr	Technologist III
\$240/hr	Engineer VII
\$230/hr	Program Manager III
\$220/hr	Technologist II
\$220/hr	Project Manager VI
\$215/hr	Engineer VI
\$205/hr	Project Manager V
\$200/hr	Technologist I
\$190/hr	Program Manager IV
\$185/hr	Engineer V
\$180/hr	Project Manager IV
\$175/hr	Engineer IV
\$172/hr	Program Manager III
\$170/hr	Project Manager III
\$170/hr	Engineer IV
\$165/hr	Commissioning Coordinator
\$165/hr	Program Manager II
\$165/hr	Engineer III
\$155/hr	Engineer II
\$155/hr	Technologist III
\$150/hr	Project Manager II
\$150/hr	Electrical Engineer
\$145/hr	Program Manager I
\$135/hr	Engineer I
\$125/hr	Project Manager I
\$130/hr	Estimator
\$130/hr	I&C Engineer I
\$125/hr	Associate Engineer III
\$115/hr	Associate Engineer II
\$95/hr	Associate Engineer I
\$100/hr	Technologist II
\$90/hr	Technologist I
\$85/hr	Document Controls Specialist III
\$80/hr	Document Controls Specialist II
\$75/hr	Document Controls Specialist I
\$75/hr	Administrative Assistant IV
\$70/hr	Administrative Assistant III
\$65/hr	Administrative Assistant II
\$55/hr	Administrative Assistant I

1. Payment for reimbursable costs, as authorized by the City will be invoiced at cost. These items may include, but not limited to: shipping charges; printing services; special supplies not furnished by the City; or traveling and lodging expenses, as required, to perform management duties. Mileage for travel will be billed at the IRS business rate per mile for automobile.

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: _____
Address: _____
Name: _____
Address: _____

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship partnership interest stock units (LLC) other (explain) _____

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

Name: _____ %
Name: _____ %

Vendor Disclosure Statement

Section 1: Disclosure of Financial Interest in Vendor as of 01/06/16
Questions a, b, and c

Last Name	Middle Initial	First Name	Address	City	State	Zip Code	Stock Ownership Percentage
Scheiber	A	Barbara	3311 Weeden Creek Road	Sheboygan	WI	53081	9.7%
Buss	M	Randall	3311 Weeden Creek Road	Sheboygan	WI	53081	9.7%
Jensen	R	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	9.1%
Brunner	W	Craig	3311 Weeden Creek Road	Sheboygan	WI	53081	9.1%
Berkold	A	Josef	3311 Weeden Creek Road	Sheboygan	WI	53081	8.4%
Gerbitz	W	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	6.5%

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

a. Does Vendor have current contracts (including leases) with the City? Yes 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

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

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

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

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

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):

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

b. 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).

See attached

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

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;

d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five

Section 3: Disclosure of other Contract and Procurement Related Information as of 01/06/16

Question a

Contract Name	Purchase Order Number	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 Pit 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
WPCP Chemically Enhanced Primary Treatment Improvement DSDC	15905060-000	03/04/15	Zach Schortgen
WPCP Process Review and Operations Manual Updates - Process Optimization	15905099-000	05/06/15	Zach Schortgen

Question b

Bid or Project Number / Amendment	Contract	Date	City Contact
WPCP Primary/Secondary Treatment and Digester Process Upgrades	Pending	Pending	Zach Schortgen
WPCP Digester #3 & #4 Improvements	Pending		Zach Schortgen

(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

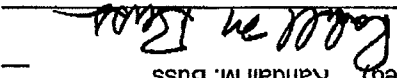
f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the 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 Road, Sheboygan, WI 53081
Address
(920) 803-7320
Telephone
tpuss@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 January 6, 2016

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

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
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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.

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

Name: _____
Address: _____
Name: _____
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):

Name: _____ %
Name: _____ %

Vendor Disclosure Statement

Section 1 : Disclosure of Financial Interest in Vendor as of 01/06/16
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Last Name	Middle Initial	First Name	Address	City	State	Zip Code	Stock Ownership Percentage
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Brunner	W	Craig	3311 Weeden Creek Road	Sheboygan	WI	53081	9.1%
Berkoid	A	Josef	3311 Weeden Creek Road	Sheboygan	WI	53081	8.4%
Garbitz	W	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	6.5%

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

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

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

c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years: Yes _____ No

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

a. Does Vendor have current contracts (including leases) with the City? Yes No _____

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See attached

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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

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:

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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;

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Section 3: Disclosure of other Contract and Procurement Related Information as of 01/06/16
Question a

<u>Contract Name</u>	<u>Purchase Order Number</u>	<u>Date</u>	<u>City Contact</u>
WPCCP 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
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On-Call Services for WPCCP Post Construction Commissioning Support	15905023-000	02/04/15	Zach Schortgen
WPCCP Chemically Enhanced Primary Treatment Improvement DSDC	15905060-000	03/04/15	Zach Schortgen
WPCCP Process Review and Operations Manual Updates - Process Optimization	15905099-000	05/06/15	Zach Schortgen

Question b

<u>Bid or Project Number / Amendment</u>	<u>Contract</u>	<u>Date</u>	<u>City Contact</u>
WPCCP Primary/Secondary Treatment and Digester Process Upgrades	Pending		Zach Schortgen
WPCCP Digester #3 & #4 Improvements	Pending		Zach Schortgen

(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

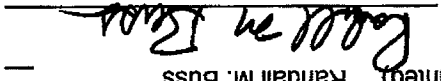
f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the 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 Road, Sheboygan, WI 53081
Address
(920) 803-7320
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
Date January 6, 2016
Signature 

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:

January 20, 2016

To:

Common Council Members

From:

Zach Schortgen, City Utilities Engineering

RE:

Water Pollution Control Plant Digester #3 & #4 Improvements Project
Res. # 76189 , W.O. # 76189

Council District # N/A – Water Pollution Control Plant

Engineer shall provide the City professional Engineering services in all phases of the Project to which the 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. Water Pollution Control Plant Digester #3 & #4 project includes improvements to digesters 3 & 4 and associated facilities, on-site sludge force main improvements, and preliminary design services for future high strength and organic waste receiving facilities. The improvements generally include two-stage mesophilic digestion with constant level, gravity transfer of sludge to maximize the effective volume and performance of the digesters.

Implications of not being approved: Mechanical and piping systems that support digesters 3 & 4 have exceeded their useful life and are in need of replacement. These upgrades are necessary to complete a series of upgrades to this critical solids processing component of the Water Pollution Control Plant. Increased flow capacity available at the plant requires performance optimization and improvements to these digesters.

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

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, 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 the selected shortlisted firms. Two shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Donohue & Associates for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on January 20, 2016.

The cost of said project funded by SRF

Council Introduction Date: January 26, 2016

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File

REPORT OF COMMITTEE ON CITY UTILITIES

February 02, 2016

*Geoff Paddock, Chair
Jason Arp, Co-Chair
All Council Members*

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT-
WATER POLLUTION CONTROL PLANT DIGESTER #3 & #4 IMPROVEMENTS
PROJECT - RES. #76189, W.O. #76189 between DONOHUE & ASSOCIATES, 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

<u>NO REC</u>	<u>ABSTAIN</u>	<u>DO NOT PASS</u>	<u>DO PASS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____

Lana R. Keesling
LANA R. KEESLING
CITY CLERK

Handwritten signatures and initials over the table lines.

Approved and signed by me this 10TH day of FEBRUARY, 2016, at the hour of 5:00 o'clock PM EST.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10TH day of FEBRUARY, 2016, at the hour of 3 o'clock PM EST.

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

ATTEST:
Lana R. Keesling
LANA R. KEESLING, CITY CLERK

Thomas C. Henry
THOMAS C. HENRY, PRESIDENTING OFFICER

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) (ORDINANCE) (RESOLUTION) NO. _____ of _____ FEBRUARY, 2016, on the _____ day of _____

DATED: 2/9/16

Lana R. Keesling
LANA R. KEESLING, CITY CLERK

	AYES	NAYS	ABSTAINED	ABSENT
PADDOCK	✓			
JEHL	✓			
HINES	✓			
FREISTROFFER	✓			
ENSLEY	✓			
DIDIER	✓			
CRAWFORD				✓
BARRANDA	✓			
ARP	✓			
TOTAL VOTES	8			1

Public Hearing Date, if applicable _____ N/A

Read the first time in full and on motion by Councilman Geoff Paddock, committee _____

Read the second time by title and referred to the CITY UTILITIES, committee _____

Read the third time in full and on motion by Councilman Geoff Paddock, _____

placed on its passage by the following vote: