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**BILL NO. S-16-02-13**

SPECIAL ORDINANCE NO. S-10-16

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - WATER POLLUTION CONTROL PLANT EFFLUENT AERATION IMPROVEMENTS - RES. #76062, W.O. 76062 between DLZ, INDIANA, LLC 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 EFFLUENT AERATION IMPROVEMENTS - RES. #76062, W.O. 76062 by and between DLZ, INDIANA, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional Engineering Services/Resident Project Representative services during construction that include coordination with plant activities and staff, daily inspections, record drawing review, and other general documentation during construction. The Project includes installation of mechanical aeration equipment, blowers, structural, electrical, instrumentation and control, and other general construction activities:

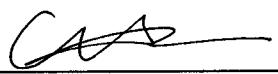
involving a total cost of not to exceed ONE HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED FIFTY AND 00/100 DOLLARS - (\$131,250.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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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**  
**RESIDENT PROJECT REPRESENTATIVE SERVICES**  
**For**  
**EFFLUENT AERATION IMPROVEMENTS PROJECT**

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  
Fort Wayne, IN 46802

and

**DLZ, Indiana, LLC ("Engineer")**

Who agree as follows:

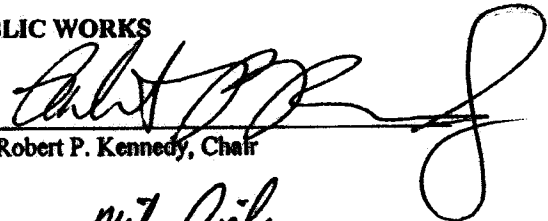
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

76062

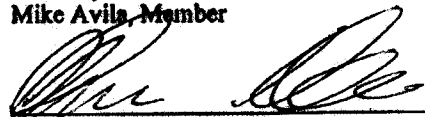
**APPROVALS**

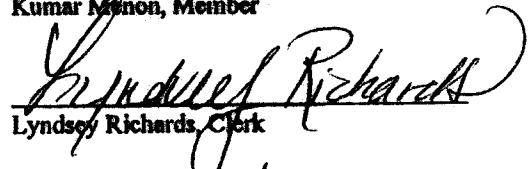
**APPROVED FOR CITY**

**BOARD OF PUBLIC WORKS**

BY:   
Robert P. Kennedy, Chair

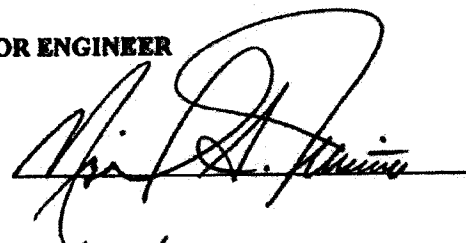
BY:   
Mike Avila, Member

BY:   
Kumar Menon, Member

ATTEST:   
Lyndsey Richards, Clerk

DATE: 2/10/16

**APPROVED FOR ENGINEER**

BY: 

DATE: 2-4-16

## PART I

### SCOPE OF BASIC ENGINEERING SERVICES

#### A. PROJECT DESCRIPTION

The purpose of this project is to provide Resident Project Representative (RPR) services for the following Water Pollution Control Plant Project:

- Effluent Aeration Improvements
  - Construction of a new aeration equipment and building at the site of the Chlorine Contact Tank (on the north side of the Maumee River). Components include a new pre-engineered building to contain mechanical aeration equipment, electrical, instrumentation and controls, and general site work.

#### B. SCOPE OF WORK

ENGINEER shall serve as the Resident Project Representative, set forth in Attachment 1 - Scope of Services, Exhibits A through C of this Agreement.

As RPR Firm, ENGINEER shall provide (limited or part time) construction observation services of the Contractor's work as provided in the General Conditions of the Construction Contract Documents. The extent and limitations of duties, responsibilities and authority of the RPR are as set forth in the EJCDC General Conditions for the Construction Contract as may be amended through City and RPR's agreement in writing.

#### C. TERM FOR RENDERING SERVICES AND PROJECT STAFFING

##### PROJECT TIMING

ENGINEER shall be authorized to commence services set forth herein upon notice to proceed issued by the City and for the duration as generally noted below.

<u>Task</u>	<u>Duration</u>	<u>Estimated Completion</u>
RPR Services	14 months	January 31, 2017

##### PROJECT STAFFING

The City upon notification may reduce the level of RPR staffing services within the above noted construction durations based on the Contractor's level of construction activities.

The ENGINEER shall not provide RPR services during periods of construction shut down by the Contractor.

#### D. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by the CITY and negotiated fees, ENGINEER may provide additional services of the types listed below:

- Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration, or other dispute resolution process related to construction project.
- Providing Construction Phase services beyond the original date for completion of the Work.
- Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

## PART II

### CITY'S RESPONSIBILITIES

In addition to other responsibilities set forth in this Agreement, City shall, at its expense, do the following in a timely manner so as not to delay the services:

**A. CITY'S REPRESENTATIVE**

Designate a representative for the project who shall have the authority to act as the City's representative to respond to questions, transmit instructions, receive information, interpret and define City's requirements, serve as liaison with the ENGINEER and make decisions with respect to the Services. The City representative for this Agreement will be Chris Ravenscroft P.E. and Zach Schortgen P.E.

**B. DATA**

Provide all available information, including previous reports, environmental assessments, investigations and other studies in the possession of City relevant to the design or construction of the Project.

**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.

**D. MEETINGS**

Attend the pre-bid conference; bid opening, pre-construction conference, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

**E. DOCUMENT REVIEWS**

Examine documents submitted by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as City deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

**F. ACCESS**

Provide access to Project premises for ENGINEER and the ENGINEER's representatives and/or subcontractors to provide services as defined under this Agreement.

**G. OTHER CONSULTANTS**

Advise ENGINEER of the scope of services of any independent consultants employed by City to perform or furnish services in regard to the Project.

**H. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)**

Provide access and support for the City's Project Management Information System (PMIS) for duration of Project.

**I. PROJECT DEVELOPMENTS**

Give prompt written notice to ENGINEER whenever the CITY becomes aware of any event, occurrence, condition or circumstance which may affect the ENGINEER's performance of services, or any defect or nonconformance in ENGINEER's services, the Work, or in the performance of any Contractor.

**PART III**  
**COMPENSATION**

**A. COMPENSATION**

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services and referenced Exhibits of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$ 131,250 as summarized in attached *Attachment 2 – Scope of Services Fee Proposal*.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per *Attachment 3 – Hourly Rate Schedule*. All Reimbursable costs incurred for the project will be invoiced at cost.

Payment for outside consulting and/or professional services or legal services performed by a Subconsultant will be billed at actual cost to ENGINEER. An invoice supporting subconsultant services and charges will be provided as backup. 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.

## 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  
1 E Main Street, Rm B-91  
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, FIRM 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 proportionate extent caused by the negligence of FIRM, its agents or employees.

To the fullest extent permitted by law, CITY shall indemnify and save harmless FIRM from and against loss, liability, and damages sustained by FIRM, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of CITY, its agents or employees.

In no event shall either party be liable to the other for any and all indirect or consequential damages arising from the services contemplated under this Agreement.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of FIRM shall have individual liability to CITY. CITY agrees that, to the fullest extent permitted by law, FIRM's total liability to CITY for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement shall not exceed the total compensation received by FIRM under this Agreement except for third party personal injury or property damage which shall be limited to the extent of FIRM insurance coverage (minimum \$250,000.00). The limitations of liability expressed herein shall apply whether the liability is claimed to arise in contract, tort (including but not limited to negligence), strict liability or otherwise.

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.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all work undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:  
<http://www.cityoffortwayne.org/index.php/content/view/1494/1566/>

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the work undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the City,

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

**ATTACHMENT 1  
EXHIBIT A  
SCOPE OF SERVICES**

**RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For  
EFFLUENT AERATION IMPROVEMENTS PROJECT**

**CONSTRUCTION TEAM DEVELOPMENT AND PROJECT MANAGEMENT**

**General:**

The basic services to be provided to the City of Fort Wayne ("CITY") under this scope are Resident Project Representative (RPR) services in support of the City's treatment plant processes. These services supplement City's staff resources and support construction phase services provided by the Design Consultant(s) for their respective projects for the duration of the construction.

Project Team shall provide RPR services as described in this Attachment.

- A. ***Project Core Team.*** The Project Team shall be defined as the RPRs and Document/Project Controls Support Services. The Project Team for the duration of this contract is listed below.

Position	Team Member(s)/ Affiliation *	Primary Project(s) Responsibilities
RPR	Tim Warren	Daily part-time inspection and contractor coordination with RFI and RFQ/WCD deliverables in the field including contractor workmanship and coordination.

\*Any proposed changes in Team Members by the ENGINEER must be approved by the CITY.

- B. ***Construction Management Plan.*** Project Team shall develop and implement a Construction Management Plan (CMP) defining policies, procedures and methods that will be used for managing assigned construction projects.
- C. ***Project Scheduling.*** RPR shall review the Contractor's Construction Progress Schedule, including key milestones, interface events, schedule of submittals, and schedule of values and prepare comments accordingly. If required by contract documents review cost loaded Project Schedule for acceptability.
- D. ***Monthly Construction Status Documentation.*** Project Team shall provide a monthly construction status documentation, incorporating available PMIS construction reports, of the current status of the Project's budget, expenditures, estimate to complete, change orders, schedule status (including critical path discussions), project issues list, resolution reporting for key project issues and other information required to inform the City of status and progress.
- E. ***Consultation with Project Designer(s) During Construction.*** Project Team shall consult with and obtain advice and assistance of Design Consultant(s) in the general administration of the Contract Documents.
- F. ***PMIS Implementation During Construction.*** Project Team shall utilize the City's Project Management Information System (PMIS), an internet based construction control system for construction document control. Procedures as established in the Contract Documents shall be managed and implemented by the Project Team

throughout the Project(s) duration. Project Team shall provide training to the Contractor and subcontractors, as required, on the use of PMIS system.

**ATTACHMENT 1  
EXHIBIT B  
SCOPE OF SERVICES**

**RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For  
EFFLUENT AERATION IMPROVEMENTS PROJECT**

**POST-CONSTRUCTION PHASE SERVICES**

**General:**

- A. **Post - Construction Phase Services.** Upon written authorization of City, Project Team during the Post-Construction Phase shall:
1. Provide assistance in connection with the adjusting of Project equipment and systems.
  2. Assist City in additional training of City's staff to operate and maintain Project equipment and systems.
  3. Assist City in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
  4. Together with City staff, visit the Project to observe any apparent defects in the Work, assist City in consultations and discussions with Contractor concerning correction of any defects, and make recommendations as to replacement or correction of Defective Work, if present.
  5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
    - a. In conjunction with City's asset management personnel, assemble and furnish project's new asset list and retired assets to CITY.
    - b. In conjunction with City's Computerized Maintenance Management System (CMMS) and O&M personnel, assemble and furnish CMMS asset list.
  6. In company with City and Design Consultant, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. **Post-Construction Phase Timing:** Services may commence during the Construction Phase and will terminate at the end of the Construction Contract's correction period, or earlier as directed by the City.

**ATTACHMENT 1  
EXHIBIT C  
SCOPE OF SERVICES**

**RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For  
EFFLUENT AERATION IMPROVEMENTS PROJECT**

**RESIDENT PROJECT REPRESENTATIVE SERVICES**

**General:**

ENGINEER shall provide a Resident Project Representative (RPR) to assist Construction Manager (CM) in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree as directed by City.

The duties and responsibilities of the RPR are as follows:

- A. Duties, responsibilities, and authority of the RPR are as set forth in the EJCDC General Conditions for the Construction Contract as may be amended through City and Construction Manager's agreement in writing.
- B. RPR is Construction Manager's (CM) agent at the site, will act as directed by and under supervision of CM, and will confer with CM regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CM and Contractor, keeping City advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City and Design Consultant with the knowledge of and under the direction of CM.
- C. RPR shall assist and support CM in duties and responsibilities as outlined in Exhibit B in this Agreement.

**ATTACHMENT 2**

**SCOPE OF SERVICES FEE PROPOSAL**

**RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For  
EFFLUENT PUMP STATION AND POND IMPROVEMENTS**

**Construction Phase Services**  
For services outlined in Exhibits A thru C, a fee of : \$ 131,250.00

**Optional Additional Services**  
For services outlined in Part 1 Scope of Services,  
Para D, a fee of: \$ 0.00

**Total Not to Exceed Fee** \$ 131,250.00

**ATTACHMENT 3**

**HOURLY RATE SCHEDULE**

**RESIDENT PROJECT REPRESENTATIVE SERVICES AGREEMENT  
For  
EFFLUENT AERATION IMPROVEMENTS PROJECT**

1. Payment of actual hourly rates for services rendered by ENGINEER'S employees in each billing class working directly on the Project. The rates shall include the cost of customary and statutory benefits, general and administrative overhead and profit. Hourly rates are at or below the provided rate per the schedule by profession. Hourly rates will be in accordance with the following schedule:

<u>EMPLOYEE CLASSIFICATIONS</u>		<u>RATE</u>
ONSITE:	RPR	\$105.00
	RPR Assistance	\$ 90.00
OFFSITE:	RPR	\$105.00
	RPR Assistance	\$ 90.00

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**

**EFFLUENT AERATION IMPROVEMENTS PROJECT**

Vendor Name: **DLZ INDIANA, LLC**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Section 1 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% (X)
- (ii) Distributable income share exceeding 5% ( )
- (iii) Not Applicable (If N/A, go to Section 2) ( )

Name: **Vikram Rajadhyaksha** Name: **Shyam Rajadhyaksha** Name: **Ram Rajadhyaksha**

Address: **Dublin, Ohio** Address: **Columbus, Ohio** Address: **Chicago, Illinois**

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

sole proprietorship ( ) stock ( )  
partnership interest ( ) units (LLC) (X)  
other (explain) \_\_\_\_\_

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

Name **Vikram Rajadhyaksha** ownership interest: **26.8%**

Name **Shyam Rajadhyaksha** ownership interest: **12.9%**

Name **Ram Rajadhyaksha** ownership interest: **12.9%**

**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.
- d. 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 \_\_\_\_\_.
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).

On Call Inspection svc – Mike Kiester – 15905123-000 – 9/2/15  
 Plan Reviews – Nancy Townsend – – 1/1/16  
 Tap Inspections – Nancy Townsend – 15576020 – 12/10/15  
 Pufferbelly Trail – Dawn Ritchie – 13640056-000 – 10/16/13  
 On-Call Permitting – Anne Marie Smrchek – 14905042-000 - 2/17/14  
 Fourth Street Sewer Separation – Jonathan Ondracek - 14905087-000  
 On-Call Surveying and Drafting – Nathan Baggett – 15905021-000 – 2/9/15  
 Ridgewood Septic Elimination – Nathan Baggett – 15905115-000 – 8/10/15  
 Aboite Center Road Water Main Extension – Jeana Eviston – 15905119-000 – 8/2/15  
 Woodhurst LOMR – Patrick Zaharako – 12/16/15  
 Spy Run LOMR – Anne Marie Smrchek – 15905149-000 - 11/15  
 St. Joseph Center Road – Shan Gunawardena – 14640046-000 – 6/9/14

- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes  No. \_\_\_\_\_

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

**RFQ 2015-03**  
**Maplecrest Road Added Lanes - Right of Way**

- 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: \_\_\_\_\_

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 (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

DLZ Indiana, LLC  
(Name of Vendor)

825 South Barr Street, Fort Wayne, IN 46802

Address

(260) 420-3114

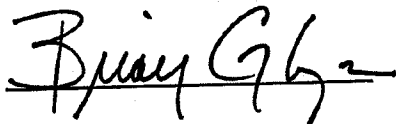
Telephone

\_\_\_\_\_  
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) Brian Glaze, P.E. Title President

Signature



Date February 4, 2016

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

VENDOR DISCLOSURE STATEMENT FORM  
00 45 52-3

**CITY OF FORT WAYNE, INDIANA**  
**EFFLUENT AERATION IMPROVEMENTS PROJECT**

Vendor Name: DLZ INDIANA, LLC

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Section 1 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: Vikram Rajadhyaksha    Name: Shyam Rajadhyaksha    Name: Ram Rajadhyaksha

Address: Dublin, Ohio    Address: Columbus, Ohio    Address: Chicago, Illinois

- 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 Vikram Rajadhyaksha    ownership interest: 26.8%

Name Shyam Rajadhyaksha    ownership interest: 12.9%

Name Ram Rajadhyaksha    ownership interest: 12.9%

**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.
- d. 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 \_\_\_\_\_.
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).

**On Call Inspection svc – Mike Kiestler – 15905123-000 – 9/2/15**  
**Plan Reviews – Nancy Townsend – – 1/1/16**  
**Tap Inspections – Nancy Townsend – 15576020 – 12/10/15**  
**Pufferbelly Trail – Dawn Ritchie – 13640056-000 – 10/16/13**  
**On-Call Permitting – Anne Marie Smrchek – 14905042-000 - 2/17/14**  
**Fourth Street Sewer Separation – Jonathan Ondracek - 14905087-000**  
**On-Call Surveying and Drafting – Nathan Baggett – 15905021-000 – 2/9/15**  
**Ridgewood Septic Elimination – Nathan Baggett – 15905115-000 – 8/10/15**  
**Aboite Center Road Water Main Extension – Jeana Eviston – 15905119-000 – 8/2/15**  
**Woodhurst LOMR – Patrick Zaharako – 12/16/15**  
**Spy Run LOMR – Anne Marie Smrchek – 15905149-000 - 11/15**  
**St. Joseph Center Road – Shan Gunawardena – 14640046-000 – 6/9/14**

- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes  No. \_\_\_\_\_

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

**RFQ 2015-03**  
**Maplecrest Road Added Lanes - Right of Way**

- 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: \_\_\_\_\_

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

VENDOR DISCLOSURE STATEMENT FORM  
00 45 52-2

as described in attached Schedule A:

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- 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.
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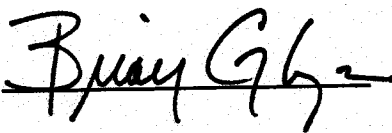
(260) 420-3114

Telephone

\_\_\_\_\_  
E-Mail Address

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Name (Printed) Brian Glaze, P.E. Title President

Signature 

Date February 4, 2016

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

# Interoffice Memo

Date: February 15, 2016  
To: Common Council Members  
From: Chris Ravenscroft, City Utilities Engineering  
RE: Professional Service Agreement for Water Pollution Control Plant Effluent Aeration Improvements  
Res. #76062 , W.O. #76062

Council District # N/A

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. Resident Project Representative (RPR) services during construction that include coordination with plant activities and staff, daily inspections, record drawing review, and other general documentation during construction. The Project includes installation of mechanical aeration equipment, blowers, structural, electrical, instrumentation and control, and other general construction activities.

Implications of not being approved: This work is an integral part of compliance with the NPDES discharge permit. The RPR is a critical element of the management team that represents and protects the Owner's interest. The project must be monitored and coordinated by a multi-disciplined construction engineering team to ensure that the projects are constructed according to the plans and specifications, and meet project schedule. City Utilities Engineering does not have the resources to monitor these construction activities.

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

Selection and Approval Process: A RFQ was sent out to over 120 firms on the City's distribution list and posted on the City website. DLZ was one of 3 firms to submit a Statement of Qualifications for the Resident Project Representative services associated with the improvements to the WPCP facilities on the north side of the Maumee River. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. Evaluation was based on prior work experiences, qualifications, proposed scope of work and cost. Using this process, Utilities Engineering selected DLZ 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 February 10, 2016.

The cost of said project funded by State Revolving Fund

Council Introduction Date: February 23, 2016

CC: BOW  
Matthew Wirtz  
Diane Brown  
Construction Manager  
Chrono  
File

Public Hearing Date, if applicable \_\_\_\_\_

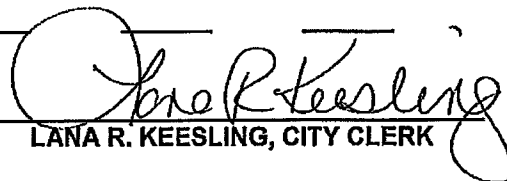
Read the first time in full and on motion by Councilman \_\_\_\_\_

Read the second time by title and referred to the \_\_\_\_\_

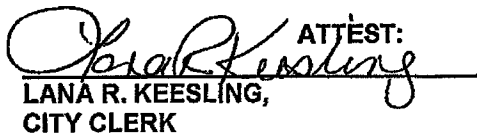
Committee. Read the third time in full and on motion by Councilman \_\_\_\_\_, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____
ARP	_____	_____	_____	_____
BARRANDA	_____	_____	_____	_____
CRAWFORD	_____	_____	_____	_____
DIDIER	_____	_____	_____	_____
ENSLEY	_____	_____	_____	_____
FREISTOFFER	_____	_____	_____	_____
HINES	_____	_____	_____	_____
JEHL	_____	_____	_____	_____
PADDOCK	_____	_____	_____	_____

DATED: \_\_\_\_\_

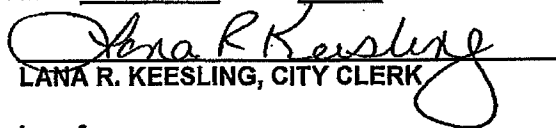
  
LANA R. KEESLING, CITY CLERK

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

  
ATTEST:  
LANA R. KEESLING,  
CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at the hour of \_\_\_\_\_ O'clock \_\_\_\_\_ E.S.T.

  
LANA R. KEESLING, CITY CLERK

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_ 2016, at the hour of \_\_\_\_\_ O'clock \_\_\_\_\_ E.S.T.

\_\_\_\_\_  
THOMAS C. HENRY, MAYOR


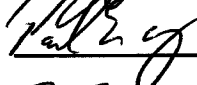

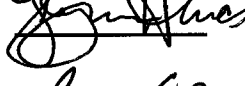
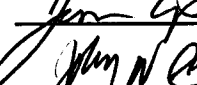
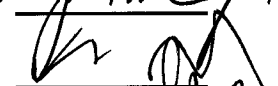
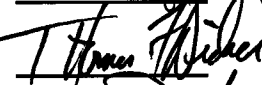

**BILL NO. S-16-02-13**


**REPORT OF COMMITTEE ON CITY UTILITIES**

**March 1, 2016**

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

**AN ORDINANCE** approving PROFESSIONAL SERVICES AGREEMENT - WATER POLLUTION CONTROL PLANT EFFLUENT AERATION IMPROVEMENTS - RES. #76062, W.O. 76062 between DLZ, INDIANA, LLC 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>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____


**LANA R. KEESLING - CITY CLERK**  


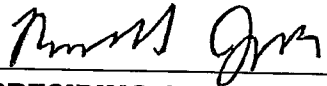
Public Hearing Date, if applicable N/A  
 Read the first time in full and on motion by Councilman Geoff Paddock,  
 Read the second time by title and referred to the City Utilities committee  
 Read the third time in full and on motion by Councilman Geoff Paddock,  
 placed on its passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<b>TOTAL VOTES</b>	<u>7</u>			<u>2</u>
<b>ARP</b>	<u>✓</u>			
<b>BARRANDA</b>	<u>✓</u>			
<b>CRAWFORD</b>	<u>✓</u>			
<b>DIDIER</b>	<u>✓</u>			
<b>ENSLEY</b>				<u>✓</u>
<b>FREISTROFFER</b>	<u>✓</u>			
<b>HINES</b>				<u>✓</u>
<b>JEHL</b>	<u>✓</u>			
<b>PADDOCK</b>	<u>✓</u>			

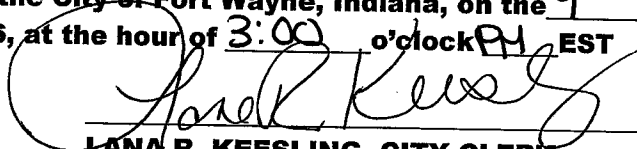
DATED: 03/08/16  
  
**LANA R. KEESLING, CITY CLERK**

Passed and adopted by the Common Council of the City of Fort Wayne,  
 Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING)  
(ORDINANCE) (RESOLUTION) NO. S-16-02-13 on the eighth day  
 of March, 2016

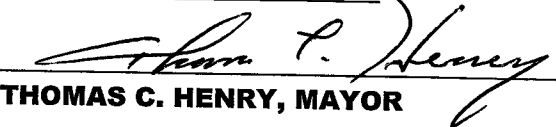
ATTEST:  
  
**LANA R. KEESLING,**  
**CITY CLERK**

  
**PRESIDING OFFICER**

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 8<sup>th</sup>  
 day of March, 2016, at the hour of 3:00 o'clock PM EST

  
**LANA R. KEESLING, CITY CLERK**

Approved and signed by me this 10<sup>th</sup> day of MARCH  
 2016, at the hour of 9:30 o'clock AM EST.

  
**THOMAS C. HENRY, MAYOR**