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2 **BILL NO. S-16-05-21**

SPECIAL ORDINANCE NO. S-108-16

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4 AN ORDINANCE approving PROFESSIONAL
5 SERVICES AGREEMENT FOR ON-CALL
6 SERVICES FOR ELECTRICAL, CONTROLS,
7 AND INSTRUMENTATION SERVICES (NOT TO
8 EXCEED \$150,000.00) between PHOENIX
9 CONSULTING, LLC and the City of Fort Wayne,
10 Indiana, in connection with the Board of Public
11 Works.

12
13 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
14 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

15 **SECTION 1.** That the PROFESSIONAL SERVICES
16 AGREEMENT FOR ON-CALL SERVICES FOR ELECTRICAL, CONTROLS,
17 AND INSTRUMENTATION SERVICES by and between PHOENIX
18 CONSULTING, LLC and the City of Fort Wayne, Indiana, in connection with
19 the Board of Public Works, is hereby ratified, and affirmed and approved in all
20 respects, respectfully for:

21 All labor, insurance, material, equipment, tools, power,
22 transportation, miscellaneous equipment, etc., necessary for
23 providing technical consultation and advice, and other
24 customary services incidental to the Project. Engineer will
25 provide the City with design, programming, and technical
26 services for requested tasks. The included tasks will be
27 used on an as needed basis for Capital Project Review;
28 Install and Configure Controls Asset Centre; Develop I&C
29 standards and specifications; and Plant Support For
30 SCADA, industrial communications, PLC programming, or
instrumentation configuration:

involving a total cost of NOT TO EXCEED ONE HUNDRED FIFTY
THOUSAND AND 00/100 DOLLARS - (\$150,000.00). A copy of said Contract
is on file with the Office of the City Clerk and made available for public

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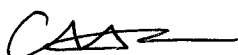
inspection, according to law.

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

ON-CALL SERVICES FOR CITY UTILITIES ENGINEERING RELATED TO ELECTRICAL, CONTROLS, AND INSTRUMENTATION SERVICES. ("Project")

This Agreement is by and between

CITY OF FORT WAYNE ("City")

by and through its

Board of Public Works
City of Fort Wayne
City-County Building, Room 480
One Main Street
Fort Wayne, IN 46802

and

Phoenix Consulting, LLC ("Engineer")
3201 Stellhorn Road
Fort Wayne, IN 46815

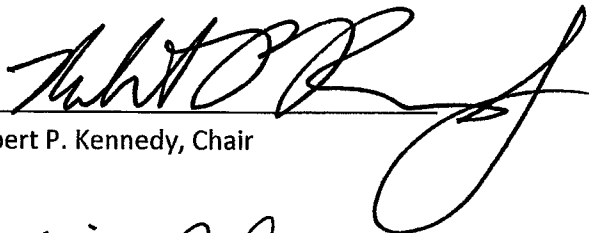
Who agree as follows:


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 the City. City and Engineer agree that these signature pages, together with Parts I through IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

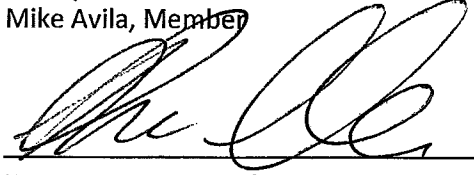
APPROVALS

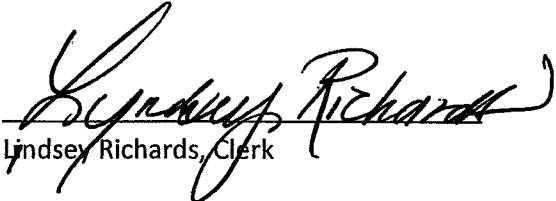
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

DATE: 4/27/16

APPROVED FOR ENGINEER

BY: David Houck

DATE: 4-13-16

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Engineer shall provide the City technical services in all phases of the project to which this scope of services applies. These services will include serving as City's representative for the Project, providing engineering consultation and advice, and furnishing process control engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The wastewater treatment system for the City of Fort Wayne includes the Water Pollution Control Plant (WPCP) and a combination of approximately fifty remote sanitary lift stations, storm water pump stations, and flood control stations. The water treatment system for the City of Fort Wayne includes the Three Rivers Water Filtration Plant (TRFP), St Joe Dam Pumping Station, remote water pump stations and other distribution systems. The Process Control Network provides data connection and control of the operation of the wastewater and water treatment processes and remote facilities. The WPCP and TRFP Industrial Control System may require design and programming improvements for new and existing treatment, distribution, and collection facilities. This On-Call Service agreement provides support for the design, programming services as well as capital project support as needed by the City to maintain and update the wastewater and water treatment facilities.

For this Project, Engineer proposes to provide On-Call Services for electrical, controls, and instrumentation to the City of Fort Wayne.

C. SCOPE OF WORK

The scope of the On-Call Services is as follows:

Engineer will provide the City with design, programming, and technical services without the requirement for a separate contract for each requested task. Engineer will provide these services at the request of the City and to the level of involvement that the City agrees to. For requested services, Engineer will provide a monthly log to the City's representative including the following:

- A description of the services requested including the equipment and process involved
- The hours, start, and completion date for each task
- The name of the City person and plant (WPCP or TRFP) requesting the service
- Work order reference where appropriate obtained from City representative

Engineering On-Call Technical Support Services

Task 1 – Capital Project Review (attend and comment on design submittals)

- a. Using the city standards as a guide, review and comment to capital project designs improvements, changes, modifications to meet city standards.
- b. Recommend modifications to the city's standards for incorporation

Task 2 - Install and Configure Asset Centre

- a. Using city procured hardware and software, install and configure Asset Centre. Develop procedures for maintaining the system and assets being maintained within the database. Installation to include the PLCs for both TRFP and WPCP.
- b. Develop procedures and train city staff on use of software and procedures.

Task 3 - Develop I&C standards and specifications

- a. Create the city specification section 40 xx xx for the following devices:
 - a. Magnetic flow meter
 - b. Wet well level
 - c. Force main pressure gage
- b. Develop recommended instruments based on current city experience for incorporation into future designs
- c. Develop city specification section 27 xx xx.

Task 4 - Plant support

- a. Construction inspection of work performed
- b. Network support including, not limited to:
 - i. Switch configuration
 - ii. Network Planning
 - iii. Staff Training
 - iv. Troubleshooting
- c. SCADA support including, not limited to:
 - i. GE Proficy Suite updates (SIM updates quarterly)
 - ii. Graphic changes
 - iii. IGS Driver Support
 - iv. Proficy, iHistorian and Portal updates
- d. PLC support including, not limited to:
 - i. Replacement identification and project scope development
 - ii. Firmware updates
 - iii. Programming Modifications
 - iv. Training
 - v. Troubleshooting

Task 5 – Additional services:

- a. SCADA software evaluation
- b. Anti-virus evaluation and deployment
- c. Visualization dashboard for remote and mobile viewing
- d. Add hot spare hard disks to PCN01, PCN02, SCADA01, SCADA02, Historian03
- e. Add industrial communications core stack to WPCP server room
- f. Automated switch configuration backup/validation alerts
- g. Assist with monthly operations reports to secure formulas and to allow for historical analysis to verify accuracy prior to submittal

D. PROJECT TIMING AND SCHEDULE

Engineer shall be authorized to commence providing services upon execution of this agreement. Delivery of technical services for design and programming will continue until the end of **2016**. This agreement may continue technical services until the end of **2017** by written amendment.

PART II

CITY'S RESPONSIBILITIES

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

A. REPRESENTATIVE

Jon Weirick is authorized to act as the City's representative for the Agreement. Engineer understands that City Utilities Engineering - Electrical, Instrumentations, and Controls group is to be notified of the services. City Utilities Engineering shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services.

B. INFORMATION REPORTS/NETWORK DESIGN/EXISTING PROGRAMS

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

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 these services set forth in this proposal shall be on a time and expense, not-to-exceed basis in accordance with Engineer's general billing rates (attached) in effect at the time the services are performed. The cost for these services shall not exceed \$150,000.00 for a minimum of 1200 hours of service on a non-overtime basis.

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. Engineer shall provide the following information for each task:
 - a. Where applicable the City's work order assigned to the task
 - b. The name of the City person that requested the service
 - c. A description of the services performed
 - d. Hours for the task
 - e. The employee name, classification, and rate of the employee(s) involved in the service
 - f. Date(s) of service performed
- c. 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 ten days prior 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.

Notwithstanding the foregoing, ENGINEER shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by ENGINEER or its agents or employees;
- 2) was available to ENGINEER on a non-confidential basis prior to its disclosure by CITY;
- 3) becomes available to ENGINEER from a third party who is not, to the knowledge of ENGINEER, bound to retain such information in confidence.

In the event ENGINEER is compelled by subpoena, court order, or administrative order to disclose any confidential information, ENGINEER shall promptly notify CITY and shall cooperate with CITY prior to disclosure so that CITY may take necessary actions to protect such confidential information from disclosure.

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). (Coverage shall include products liability and completed operations.)
- c) Automobile Liability \$1,000,000 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, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its employees, and authorized 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.** No employee or agent of ENGINEER shall have individual liability to CITY. CITY agrees that, to the fullest extent permitted by law, ENGINEER'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 the Project or this Agreement from any causes including, but not limited to, ENGINEER's or its subconsultants' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by ENGINEER under this Agreement except for personal injury or property damage which shall be limited to the extent of ENGINEER insurance coverage (minimum \$250,000.00). If CITY desires a limit of liability greater than that provided above, CITY and ENGINEER shall include in this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

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

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

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

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

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

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

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

ATTACHMENT #1

2016 EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Jim Hortenberry/Engineer	\$125/Hour
David Houck/Engineer	\$100/Hour
Kevin Watkins/Engineer	\$100/Hour
Andrew McCarel/IT Technician	\$75/Hour
Joshua Houck/AutoCAD Technician	\$75/Hour

CITY OF FORT WAYNE, INDIANA

Phoenix Consulting, LLC
(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% (X)
- (ii) Distributable income share exceeding 5% (X)
- (iii) Not Applicable (If N/A, go to Section 2) ()

Name: David Houck Name: Jim Hortenberry

Address: 10315 Woodfield Place, Fort Wayne, IN 46835 Address: 3755 South 500 West, Berne, IN 46711

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

sole proprietorship () stock ()
partnership interest () units (LLC) (50)
other (explain) _____

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

Name: David Houck 50%

Name: Jim Hortenberry 50%

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

contractual employment for services

- 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

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).

PO#15905086-000, 6/19/15, Jon Weirick
PO#15905145-000, 10/26/15, Jon Weirick
PO#16905018-000, 2/5/16, Jon Weirick

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).

RFQ#2015 -03 Project Item 3

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:

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.). Yes No

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

Phoenix Consulting, LLC
(Name of Vendor)

3201 Stelhorn Road
Address
(260) 407-1739
Telephone
dhouck@phoenixconsulting-llc.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) David Houck Title Business Manager

Signature David Houck Date 4/13/2016

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

Interoffice Memo

Date: 5/18/2016
To: Common Council Members
From: Jon Weirick, City Utilities Engineering
RE: Professional Service Agreement for Electrical, Controls, and Instrumentation On-Call Services.

Council District # N/A

Engineer shall provide the City technical services in all phases of the Project to which the scope of services applies. These services will include serving as City's representative for the Project, providing technical consultation and advice, and other customary services incidental thereto. This PSA is for Electrical, Controls, & Instrumentation On-Call Services project. Engineer will provide the City with design, programming, and technical services for requested tasks. The included tasks will be used on an as needed basis for Capital Project Review; Install and Configure Controls Asset Centre; Develop I&C standards and specifications; and Plant Support for SCADA, industrial communications, PLC programming, or instrumentation configuration.

Implications of not being approved:

The utility recently completed a Supervisory Control and Data Acquisition (SCADA) Master Plan which highlighted improvements made to the technology at the waste water treatment plant and reviewed the tools, skills, and requirements to maintain those improvements. Technological change drives improvement and has, as a result, changed the required knowledge, skills, and attributes of the individuals maintaining the equipment. The equipment at the plant is being upgraded and modernized; and is therefor monitored and controlled by industrial computers. This PSA will aid the city staff effectively maintaining the investments to the infrastructure within the utility.

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 6 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants and conducted interviews. 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 Phoenix Consulting LLC 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 April 27th, 2016

The cost of said project funded by Sewer and Water revenue

Council Introduction Date: May 24th, 2016

CC: BOW
Matthew Wirtz
Diane Brown
Project Manager
File

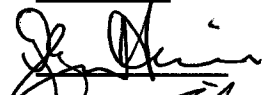





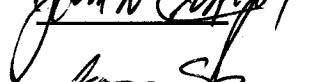
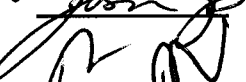
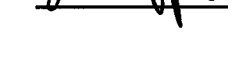
REPORT OF COMMITTEE ON FINANCE

June 7, 2016

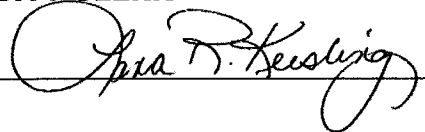
*Glynn Hines, Chair
John Crawford, Co-Chair
All Council Members*

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES FOR ELECTRICAL, CONTROLS, AND INSTRUMENTATION SERVICES (NOT TO EXCEED \$150,000.00) between PHOENIX CONSULTING, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

COMMITTEE ON FINANCE 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>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
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	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date, if applicable:

Read the first time in full and on motion by Councilman Hines.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Hines, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

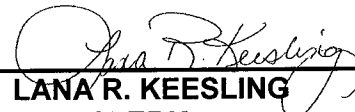
DATED: June 14, 2016



 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
~~Resolution~~ ^{Special} Resolution No. S-16-05-21 on the 14th day of June, 2016

ATTEST:



 LANA R. KEESLING
 CITY CLERK



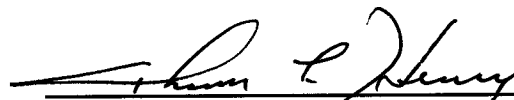
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 20th
 of June 2016, at the hour of 9:00 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 21st day of June
 2016, at the hour of 10:00 O'clock AM . E.S.T.



 THOMAS C. HENRY, MAYOR