

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

BILL NO. S-17-01-16

SPECIAL ORDINANCE NO. S-5-17

AN ORDINANCE approving PLANT 3
FLOCCULATION EQUIPMENT PHASE 4
PROCUREMENT AGREEMENT -
RESOLUTION/WORK ORDER #66627P -
\$226,000.00 between OTTENWELLER
CONTRACTING, 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:**

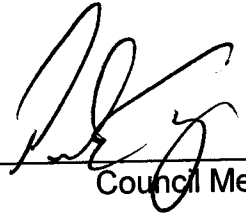
SECTION 1. That the PLANT 3 FLOCCULATION EQUIPMENT
PHASE 4 PROCUREMENT AGREEMENT - RESOLUTION/WORK ORDER
#66627P by and between OTTENWELLER CONTRACTING, LLC and the
City of Fort Wayne, Indiana, in connection with the Board of Public Works, is
hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power,
transportation, miscellaneous equipment, etc., necessary for
Plant 3 Flocculation Equipment Phase 4 Procurement -
procurement of flocculation equipment and all
appurtenances

involving a total cost of TWO HUNDRED TWENTY-SIX THOUSAND AND
00/100 DOLLARS - (\$226,000.00). A copy of said Contract is on file with the
Office of the City Clerk and made available for public inspection, according to
law.

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

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



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

AGREEMENT

Resolution Number: 66627P

Work Order: 66627P

THIS AGREEMENT is by and between Board of Public works of the City of Fort Wayne, Indiana (hereinafter called Buyer) and Ottenweller Contracting (hereinafter called Seller).

Buyer and Seller, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are described in Section 011100, Summary of Goods and Special Services.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Goods and Special Services to be furnished under the Contract Documents is generally described as procurement of a packaged water pumping station. The title of the Project is:

CITY OF FORT WAYNE

PLANT 3 FLOCCULATION EQUIPMENT PHASE 4 PROCUREMENT

FORT WAYNE, INDIANA

ARTICLE 3 – ENGINEER AND DESIGNER

- 3.01 The Engineer will act as Buyer's representative, will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services in accordance with the Contract Documents. The Engineer will be named at a later date.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

Three Rivers Water Filtration Plant
502 Baltes Avenue
Fort Wayne, IN 46802

ARTICLE 5 – CONTRACT TIMES

- 5.01 Time of Essence
- A. All time limits for Milestones, if any, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence of the Contract.
- 5.02 Days for Submittal of Shop Drawings

AGREEMENT
00530-1

- A. All Shop Drawings and Samples required by the Contract Documents not required to be submitted with the bid will be submitted to Buyer for Engineer's review and approval within times stated below after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

- 1. 90 days for submittals in section: 017823 Operations and Maintenance Data, 017913 System and Facility Performance Testing Procedures.

5.03 Days for Delivery of Goods

- A. The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery within the times stated below.

- 1. Delivery of the Goods specified not later than May 1, 2017.

5.04 Days for Furnishing Special Services

- A. The days for furnishing of Special Services to Buyer will commence within 15 days after Engineer's written notice to Seller. The Special Services are expected to be furnished within the times stated below after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

- 1. Furnishing the Special Services including but not limited to system checkout, performance testing, instruction, startup, and systems demonstration as specified Commence as soon as 30 days after delivery of the Goods and be completed no later than 90 days after delivery of the Goods.

5.05 Liquidated Damages

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$1000 for each day that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods.

5.06 Final Inspection

- A. After all of the Goods have been incorporated by the construction contractor into the Plant 3 flocculator improvements phase 4 project, tested in accordance with such testing requirements as are specified, and are functioning, as intended, Buyer or Engineer will make final inspection. Final inspection will be made not sooner than 30 days after systems demonstration and not later than September 13, 2017.

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds

- 6.02 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds as follows:

- A. A Lump Sum of \$226,000.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments.

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
 - 1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 10% of contract price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
 - 2. Upon receipt of subsequent such Applications for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, the amounts listed below, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
 - a. Second Application for Payment after approval of the Submittals related to operations and maintenance manuals: An amount sufficient to increase total payments to Seller to 15 percent of the Contract Price.
 - b. Third Application for Payment after receipt of the Goods as specified: An amount sufficient to increase total payments to Seller to 80 percent of the Contract Price.

7.03. Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the General Conditions, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
 - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
 - C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.

AGREEMENT
00530-3

- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00530-1 to 00530-10, inclusive);
 - 2. Performance Bond (pages 00610-1 to 00610-2, inclusive);
 - 3. Payment Bond (pages 00615-1 to 00615-2, inclusive);
 - 4. General Conditions (pages 00700-1 to 00700-18, inclusive);
 - 5. Supplementary Conditions (pages 00800-1 to 00800-11, inclusive);
 - 6. Specifications as listed in the table of contents of the Project Manual;
 - 7. Drawings consisting of a cover sheet and sheets numbered 1 through 7, inclusive, with each sheet bearing the following general title: PLANT 3 FLOCCULATION IMPROVEMENTS PHASE 4 PROCUREMENT.
 - 8. Addenda (numbers 1 to 3, inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment;
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety;
 - c. Seller's Bid (pages ___ to ___, inclusive);
 - d. Documentation submitted by Seller prior to Notice of Award (pages ___ to ___, inclusive);
 - e. _____;
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Written Amendments;
 - c. Change Orders;

- d. Field Orders;
 - e. Engineer's written interpretations and clarifications.
- B. The documents listed in paragraph 10.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Defined Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 Assignment

- A. Buyer has the right to assign the Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment are attached as exhibits to this Agreement.

1. The Contract will be executed in the name of Buyer initially, and will be assigned to a construction contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor, which is expected to occur about March, 2017. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated contractor whose responsibilities will include the installation and incorporation of the Goods.

2. The assignment of the Contract shall relieve Buyer from all further obligations and liabilities under the Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties and obligations of the assignee.

3. After assignment:

a. All performances warranties and guarantees required by the Contract Documents will continue to run for the benefit of Buyer and, in addition, for the benefit of the assignee.

b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties and obligations of Engineer to assignee and Seller under this Contract will cease.

1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.

2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Contract Documents, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be final and binding on assignee and Seller unless:

AGREEMENT
00530-5

- a) an appeal from Engineer's clarification or interpretation is made within the time limits and in accordance with the dispute resolution procedures set forth in Article 13 of the General Conditions; or
 - b) if no such dispute resolution procedures have been set forth, a written notice of intention to appeal is delivered by assignee or Seller to the other within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision (unless otherwise agreed to in writing by assignee and Seller), to exercise such rights or remedies as the appealing party may have with respect to such clarification or interpretation in accordance with applicable Laws and Regulations.
- 3) When rendering a clarification or interpretation under Paragraph 11.02.A.3.b.2, Engineer will not show partiality to assignee or Seller and will not be liable in connection with any clarification or interpretation rendered in good faith.
- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.04 Severability

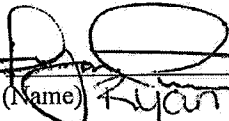
- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

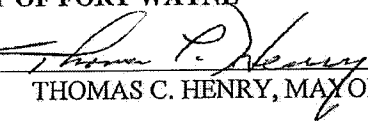
IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in triplicate. One counterpart each has been delivered to Buyer, Seller, and Engineer. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement is dated 1/11/17 ~~2016~~

Seller:

Buyer:

BY: 
(Name) Ryan Ottewill

CITY OF FORT WAYNE
BY: 
THOMAS C. HENRY, MAYOR

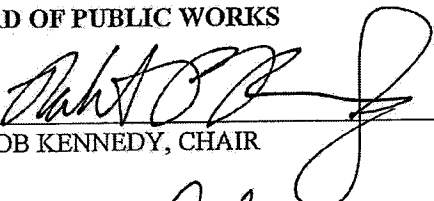
TITLE: President

DATE: December 22, 2016
(Date signed by Contractor)

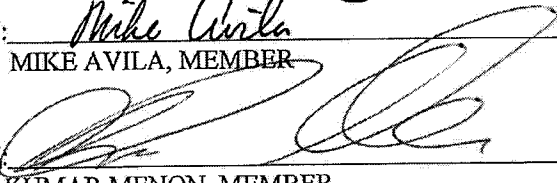
Address for giving notices:


3010 Independence Dr.
Fort Wayne, IN 46808

BOARD OF PUBLIC WORKS

BY: 
BOB KENNEDY, CHAIR

BY: 
MIKE AVILA, MEMBER

BY: 
KUMAR MENON, MEMBER

ATTEST: 
Lyndsey Richards, CLERK

DATE: 1/11/17
(Date signed by Board)

ACKNOWLEDGMENT (Seller)

STATE OF Indiana
SS:)
COUNTY OF Allen)

BEFORE ME, a Notary Public, in and for said County and State, this 20th day of December, 2016, personally appeared the within named Ryan Ottenweller who under penalty of perjury says that he is the President of Ottenweller Contracting and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Fort Wayne for the uses and purposes therein set forth.

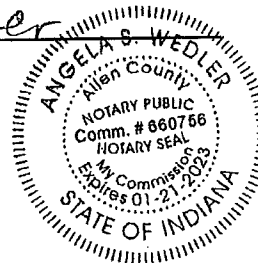
IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Angela S. Wedler
Notary Public

Angela S. Wedler
Printed Name of Notary

My Commission Expires: January 21, 2023

Resident of Allen County

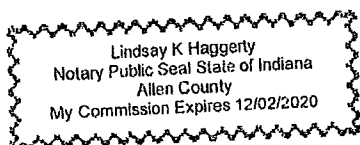


ACKNOWLEDGMENT (Buyer)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 17th day of January, 2017, personally appeared the within named Thomas C. Henry, Robert Kennedy, Mike Avila, Kumar Menon and Lyndsey Richards, by me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



Lindsay K Haggerty
Notary Public

Lindsay K Haggerty
Printed Name of Notary

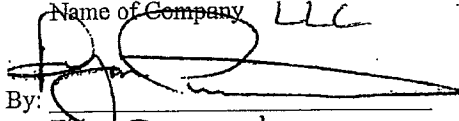
My Commission Expires:
12/02/2020

Resident of Allen County

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

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

Otteweller Contracting
Name of Company LLC
By: 
Title President

ACKNOWLEDGMENT

STATE OF Indiana)
COUNTY OF Allen) SS

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

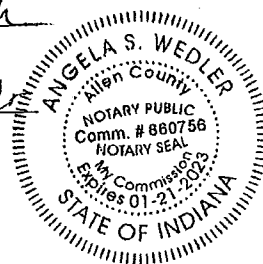
WITNESS my hand and seal this 22nd day of December, 2016.

My Commission Expires: January 21, 2023


Signature of Notary Public

Resident of Allen County

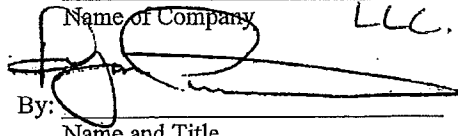
Angela S. Wedler
Printed Name



Drug Policy Acknowledgment Form

Pursuant to Article 19.08B of the Instructions to Bidders, Contractor acknowledges the City of Fort Wayne has in place Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/purchasing-home.html>. As a condition of being awarded any contract, the successful Bidder shall sign this Drug Policy Acknowledgment and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the City of Fort Wayne.

The undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of Fort Wayne's Alcohol and Drug Policy.

Ottenweller Contracting
Name of Company LLC.
By: 
Name and Title
Ryan Ottenweller, President

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled Plant 3 Flocculator Improvements Ph 4 Procurement, by and between City of Fort Wayne, Board of Public Works ("Buyer") and

Ottenweller Contracting, LLC ("Seller")

may be assigned, transferred, and set over to Ottenweller Contracting, LLC ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: Fidelity and Deposit Company of Maryland

By: Nicole L. Bicknell
Signature and Title
(Attach Power of Attorney)
Nicole L. Bicknell, Attorney in Fact

CITY OF FORT WAYNE, INDIANA

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

Name: _____ Name: _____

Address: _____ Address: _____

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

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

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

Name: _____ %

Name: _____ %

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

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

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

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

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

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

WPCP Effluent Aeration/10.30.15/Chris Ravenscroft
St. Joe Tainter Gate Replacement/10.05.16/PO #16574046/Chris Ravenscroft
Dupont Backwash Tank/11.09.16/PO #16521094/Barbara Robbins
Digester Aluminum Ladders/11.15.16/Greg Luebke
Old Fort/Headwaters Bank Stabilization/ITB #4087/11.16.16/Alec Johnson

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X No _____

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

WPCP Concrete Repairs/RFO #4091/11.15.16

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

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

Ottenweller Contracting, LLC.
(Name of Vendor)

3010 Independence Drive

Fort Wayne, IN 46808

Address

(260) 484-9183

Telephone

ryan.ottenweller@ottenweller.com

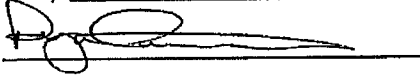
E-Mail Address

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) Ryan Ottenweller

Title President

Signature



Date 12/07/2016

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: January 3, 2017
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Plant 3 Flocculation Equipment Phase 4 Procurement
Resolution/Work Order #66627P

Michael Kiester
1.5.2017

Council District # City Wide

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "Plant 3 Flocculation Equipment Phase 4 Procurement" as follows: Procurement of flocculation equipment and all appurtenances.

Implications of not being approved:

Flocculation equipment has outlived its useful life and is in need of replacement, which will allow plant 3 to continue to produce high quality clean water.

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

This project was advertised to contractors on November 11, 2016, November 18, 2016 in the Journal Gazette and the News Sentinel and November 16, 2016 in Frost Illustrated, Inc.

The contract for Resolution #66627P awarded to Ottenweller Contracting, LLC for \$226,000.00 was the lowest most responsive bidder of 3 bidders and 14% below the Engineer's estimate of \$264,000.00. The second lowest bidder was \$13,700.00 above Ottenweller Contracting, LLC's bid.

The cost of said project funded by Water Utility.

Council Introduction Date: January 10, 2017

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono File

REPORT OF COMMITTEE ON CITY UTILITIES

January 17, 2017

Paul Ensley Chair

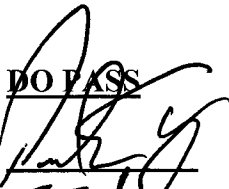



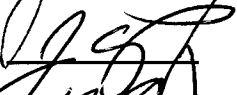

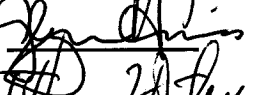
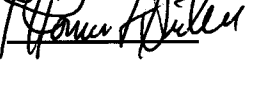
Tom Freistroffer Co-Chair

All Council Members

An Ordinance approving Plant 3 Flocculation Equipment Phase 4 Procurement Agreement - Resolution/Work Order #66627P between OTTENWELLER CONTRACTING, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$226,000.00

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: N/A.

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

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilman Ensley, 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: January 24, 2017



LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Resolution No. S-17-01-16 on the 24th day of January, 2017

ATTEST:




LANA R. KEESLING
CITY CLERK



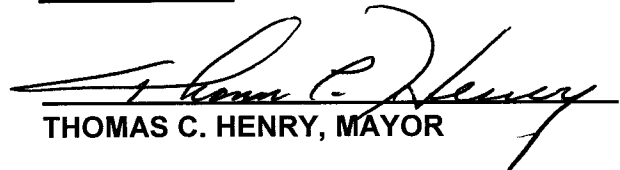
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th of January 2017, at the hour of 2:00 o'clock P.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 2nd day of FEBRUARY 2017, at the hour of 11:15 O'clock AM. E.S.T.



THOMAS C. HENRY, MAYOR