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**BILL NO. S-17-02-22**

SPECIAL ORDINANCE NO. S-28-17

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - ON-CALL SERVICES FOR CITY UTILITIES ENGINEERING RELATED TO ELECTRICAL, CONTROLS, AND INSTRUMENTATION SERVICES. ("PROJECT") (\$150,000.00) between PHOENIX CONSULTING, 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 - ON-CALL SERVICES FOR CITY UTILITIES ENGINEERING RELATED TO ELECTRICAL, CONTROLS, AND INSTRUMENTATION SERVICES. ("PROJECT") (\$150,000.00) by and between PHOENIX CONSULTING, 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 technical services in all phases of the Project wo which the scope of services applies. Professional Engineering Services will provide Electrical, Controls & Instrumentation for the On-Call Services project. Engineers 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; Industrial Communications Improvements; Programmable Logic Controller Replacements; and Operations Support for Supervisory Control and Data Acquisition (SCADA) related equipment;

1 involving a total cost of not to exceed ONE HUNDRED FIFTY THOUSAND  
2 AND 00/100 DOLLARS -(\$150,000.00). A copy of said Contract is on file with  
3 the Office of the City Clerk and made available for public inspection, according  
4 to law.

5  
6 **SECTION 2.** That this Ordinance shall be in full force and effect  
7 from and after its passage and any and all necessary approval by the Mayor.

8  
9  
10   
11 \_\_\_\_\_  
12 Council Member

13 APPROVED AS TO FORM AND LEGALITY

14   
15 \_\_\_\_\_  
16 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 (“Firm”)**  
**3201 Stellhorn Road**  
**Fort Wayne, IN 46815**

Who agree as follows:

City hereby engages Firm to perform the Services set forth in Part I – Services (“Services”) and Firm agrees to perform the Services for the compensation set forth in Part III – Compensation (“Compensation”). Firm shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the City. City and Firm 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:           Absent            
Robert P. Kennedy, Chair

BY:           Mike Avila            
Mike Avila, Member

BY:           Kumar Menon            
Kumar Menon, Member

ATTEST:           Lynndey Richards            
Lynndey Richards, Clerk

DATE:           2/15/17          

APPROVED FOR FIRM

BY:           David Houck            
David Houck

Digitally signed by David Houck  
DN: cn=David Houck, o, ou,  
email=dhouck@phoenixconsulting-llc.com, c=US  
Date: 2017.02.02 09:01:42 -0500

DATE:           2-2-2017

## **PART I**

### **SCOPE OF BASIC ENGINEERING SERVICES**

#### **A. GENERAL**

Firm 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, Firm 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:

Firm will provide the City with design, programming, and technical services without the requirement for a separate contract for each requested task. Firm will provide these services at the request of the City and to the level of involvement that the City agrees to. For requested services, Firm will provide a monthly log to the City's representative as detailed in Section III B 1.

## **Engineering Support Services**

### **Task 1 – WPCP – East Network Ring – WO 76283**

- a. *Construction Related Services:* FIRM will provide startup and programming assistance to support the added communication for the East Network ring at the Water Pollution Control Plant.

### **Task 2 - TRFP – Industrial Communication Network Improvements – WO 66304**

- a. *Construction Related Services:* FIRM will respond to contractor and vendor questions. FIRM will provide startup and programming assistance to support the added communication for the Network the Three Rivers Filtration Plant.

### **Task 3 – TRFP – Honeysuckle PLC replacement – WO 66633**

- a. *Design Services:* FIRM will create detailed control panel design for the projects PLC replacement. Included will be Bill Of Materials that the City can procure to implement the replacement project. FIRM will create a programming specification from hosted workshops with operations and engineering to facilitate a selection of Professional Services from the City's shortlisted teams.

### **Task 6 – Remote Station Telemetry**

- a. *Construction Related Services:* FIRM will provide startup and programming assistance to support the added communication as needed for the City's remote telemetry system and Primary Polling PLC at the Water Pollution Control Plant and the Three Rivers Filtration Plant.

### **Task 7 – 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 8 – Operations support**

- a. Construction inspection of work performed
- b. Industrial Communication support including, not limited to:
  - i. Device Configuration
  - ii. 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 and Troubleshooting
  - iv. Training

### **Task 9 – Additional services:**

- a. SCADA software evaluation
- b. Capital planning review
- c. 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**

Firm 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 2017. This agreement may continue technical services until the end of 2018 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. Firm understands that City Utilities Engineering - Electrical, Controls, and Instrumentation 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 Firm reports, studies, network topology and similar information relating to the Services that Firm 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 Firm'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 non-overtime as needed basis.

**B. BILLING AND PAYMENT**

1. Timing/Format

- a. Firm 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. Firm shall provide the following information for each task:
  - a. Where applicable the City's work order assigned to the task
  - b. A description of the services performed
  - c. Hours for the task
  - d. The employee name, classification, and rate of the employee(s) involved in the service
  - e. Date(s) of service performed
- c. City shall pay Firm within 30 days of receipt of approved invoice.

2. Billing Records

Firm 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 FIRM and CITY. FIRM will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** FIRM shall establish and maintain programs and procedures for the safety of its employees. FIRM specifically disclaims any authority or responsibility for general job site safety and safety of persons other than FIRM employees.

4. **DELAYS.** If events beyond the control of FIRM, 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, FIRM 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 FIRM for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

FIRM 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, FIRM 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 FIRM for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by FIRM is supplied for the general guidance of the CITY only. Since FIRM has no control over competitive bidding or market conditions, FIRM cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** FIRM shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but FIRM 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 FIRM and shall not be made available to third parties without written consent of CITY.

Notwithstanding the foregoing, FIRM 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 FIRM or its agents or employees;
- 2) was available to FIRM on a non-confidential basis prior to its disclosure by CITY;
- 3) becomes available to FIRM from a third party who is not, to the knowledge of FIRM, bound to retain such information in confidence.

In the event FIRM is compelled by subpoena, court order, or administrative order to disclose any confidential information, FIRM 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.** FIRM 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, FIRM 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 FIRM, its agents or employees.

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 the Project or this Agreement from any causes including, but not limited to, FIRM's or its consultants' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by FIRM under this Agreement except for personal injury or property damage which shall be limited to the extent of FIRM insurance coverage (minimum \$250,000.00). If CITY desires a limit of liability greater than that provided above, CITY and FIRM shall include in this Agreement the amount of such limit and the additional compensation to be paid to FIRM 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 FIRM safe access to any premises necessary for FIRM 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 terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

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

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

**ATTACHMENT #1**

**2017 EMPLOYEE HOURLY RATE SCHEDULE**

<b><u>EMPLOYEE/SERVICE DESCRIPTION</u></b>	<b><u>RATE</u></b>
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#15905098-000, 6/29/16, Jon Weirick

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

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).

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:

\_\_\_\_\_

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 X

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 Stellhorn 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  
Digitally signed by David Houck  
DN: cn=David Houck, o=Phoenix Consulting LLC, c=US  
Date: 2017.02.02 09:02:41 -0500

Date 2/2/2017

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

**CITY OF FORT WAYNE, INDIANA**

**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

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- 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#15905098-000, 6/29/16, Jon Weirick

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

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).

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:

\_\_\_\_\_

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 X

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 Stellhorn 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  
Digitally signed by David Houck  
DN: cn=David Houck, o.ou,  
email=dhouck@phoenixconsulting-llc.com, c=US  
Date: 2017.02.02 09:42:24 -0500

Date 2/2/2017

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

[2017-000271] Initials: CM

**COMPLIANCE REQUEST:  
Fire and Code Enforcement Verifications**

Date: February 15, 2017

Completed By: Name & Title: DAN NEWPORT INSPECTOR  
Department: FWEA  
Direct Contact Info: \_\_\_\_\_

Re: Property: Englewood Health and Rehabilitation Center  
Address: 2237 Engle Road  
City, State & Zip: Fort Wayne, IN 46809

Attention: Sec. Julián Castro U.S. Department of Housing & Urban Development  
451 Seventh Street S.W, Washington, DC 20410  
Applicant: Regions Real Estate Capital Markets  
1180 West Peachtree Street Suite 1400  
Atlanta, GA 30309

To meet the financing requirements of the loan program, Dominion Due Diligence Group is requesting your assistance on behalf of the above referenced applicant. Please confirm whether the above noted subject property has any known outstanding fire code violations.

1. To the best of our knowledge, the property is free of any applicable code violations.

Yes  No Reason: \_\_\_\_\_

2. Last Inspection Date: 4/21/16

If available, attach the inspection report. Please list the frequency in which inspections are required. If no inspections are required, please list municipality's policy:

3. Are any permits available for former or current underground storage tanks?

Yes If yes, please attach all related information.  
 No If no, can you provide a department to contact for additional information.

4. Has the fire department responded to any hazmat spills at the property?

Yes If yes, please attach all related information.  
 No If no, can you provide a department to contact for additional information.

5. Are there thermal/explosive hazards (ie. Aboveground storage tanks) on the subject property or in the vicinity of the subject property that will adversely affect the property?

Yes If yes, please attach all related information.  No

[Signature]  
Fire Official Signature

2/20/16  
Date





**GPD GROUP**  
Glaus, Pyke, Schoner, Burns & DeHaven, Inc.

**Akron Office**

520 South Main Street  
Suite 2531  
Akron, OH 44311

tel 330.572.2100  
fax 330.572.2101  
www.gpdgroup.com

RECEIVED

FEB 14 2017

February 7, 2017

FORT WAYNE FIRE DEPT.

Fort Wayne Fire Department  
1 E. Main Street  
Fort Wayne, IN 46802

ATTN: Information Officer

To Whom It May Concern:

My company is currently conducting a Phase I Environmental Site Assessment for the following property located in Allen County:

Address	Owner	Property Type	PIN
6309 Lima Road Fort Wayne, IN 46818	Meijer	Commercial	02-07-15-326-001.000-073

The property exists as a Meijer gas station. It is our understanding that Tesla Motors is proposing to install equipment within the Meijer property.

I am interested in whether your department would have any information regarding hazardous emergency responses, possible spills, unauthorized discharges, underground storage tanks, remediation, or any environmental problems relating to toxic or hazardous substance releases on or near the subject parcels of land.

Thank you in advance for your consideration of this matter. For your convenience, if your records do not indicate any known environmental contamination or other environmental concerns at the above referenced address, you can just sign\* and date below and return this form to my attention via fax or email. Please contact me with any questions.

Sincerely,

Sheldon McLeod  
Site Development  
P: 330-572-2284  
F: 330-572-2101  
smcleod@gpdgroup.com

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Date

Mr. McLeod,

The Fort Wayne Fire Department shows no information regarding hazardous emergency responses, possible spills, unauthorized discharges, remediation or any other environmental problems relating to toxic or hazardous substance releases on or near this property.

There are underground storage tanks at this location. (Size and type unknown)

Thanks Dan Newport

FWFD

# Interoffice Memo

Date: 2/20/2017

To: Common Council Members

From: Jon Weirick, City Utilities Engineering

RE: Professional Services Agreement - City Utilities Engineering 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; Industrial Communications Improvements; Programmable Logic Controller Replacements; and Operations Support for Supervisory Control And Data Acquisition (SCADA) related equipment.

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 therefore 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 February 15<sup>th</sup>, 2017.

The cost of said project funded by Sewer and Water revenue

Council Introduction Date: February 28<sup>th</sup>, 2017

CC: BOPW  
Matthew Wirtz  
Diane Brown  
Project Manager  
File

Public Hearing Date: N/A

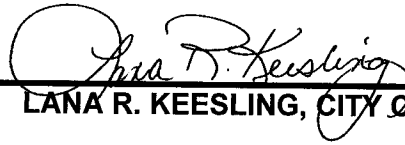
Read the first time in full and on motion by Councilman Ensley.

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: March 14, 2017

  
LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-17-02-22 on the 14th day of March, 2017

ATTEST:

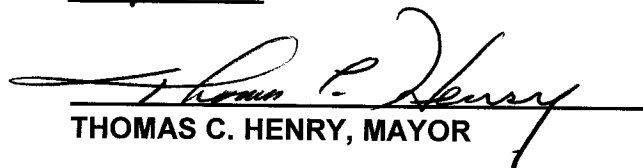
  
LANA R. KEESLING  
CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th of March 2017, at the hour of 10:30 o'clock A.M. E.S.T.

  
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 15<sup>th</sup> day of MARCH 2017, at the hour of 4:00 O'clock PM E.S.T.

  
THOMAS C. HENRY, MAYOR

**BILL NO. S-17-02-22**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**March 7, 2017**

***Paul Ensley Chair***

***Tom Freistroffer Co-Chair***

***All Council Members***

An Ordinance approving Professional Services Agreement – On-Call Services for City Utilities Engineering related to Electrical, Controls, and Instrumentation Services. ("Project") between Phoenix Consulting, LLC and the City of Fort Wayne, Indiana in connection with the Board of Public Works

***Total Cost of not to exceed \$150,000.00***



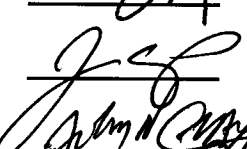
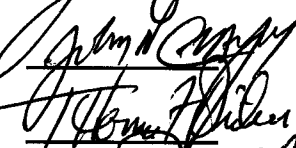
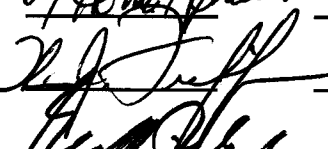
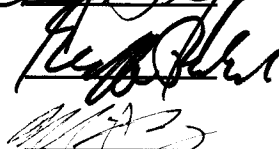

**COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**LANA R. KEESLING  
CITY CLERK**

