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2 **BILL NO. S-19-02-25**

SPECIAL ORDINANCE NO. S-2819

3 AN ORDINANCE approving PROFESSIONAL  
4 SERVICES AGREEMENT - TRFP BATCH LIME  
5 SLAKING SYSTEM - WORK ORDER #66533 -  
6 (\$265,500.00) between FLEIS & VANDENBRINK  
7 ENGINEERING, INC. and the City of Fort Wayne,  
8 Indiana, in connection with the Board of Public Works.

9 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
10 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

11 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT -  
12 TRFP BATCH LIME SLAKING SYSTEM - WORK ORDER #66533 - by and  
13 between FLEIS & VANDENBRINK ENGINEERING, INC. and the City of Fort  
14 Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified,  
15 and affirmed and approved in all respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power,  
17 transportation, miscellaneous equipment, etc., necessary for:  
18 Project scope of service includes serving as the City's  
19 professional representative for the Project, providing  
20 professional Engineering consultation and advice, and other  
21 customary services incidental thereto. The "Three Rivers  
22 Filtration Plant Batch Lime Slaking System" includes design  
23 services, bidding assistance, and designer services during  
24 construction (DSDC) for the installation of a new lime slaking  
25 system for providing 'milk of lime slurry' to the soften the City  
26 water;

27 involving a total cost of TWO HUNDRED SIXTY-FIVE THOUSAND FIVE  
28 HUNDRED AND NO/100 DOLLARS - (\$265,500.00). A copy of said Contract is  
29 on file with the Office of the City Clerk and made available for public inspection,  
30 according to law.



# Interoffice Memo

Date: February 21, 2019  
To: Common Council Members  
From: Chris Ravenscroft, P.E., City Utilities Engineering  
RE: **Three Rivers Filtrations Batch Lime Slaking System  
W.O. # 66533**

Council District # N/A

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. The "Three Rivers Filtration Plant Batch Lime Slaking System" include design services, bidding assistance, and designer services during construction (DSDC) for the installation of a new lime slaking system for providing 'milk of lime slurry' to soften the City water. The new batch system will replace the aging technology of paste slakers.

Implications of not being approved: The existing slakers at the Water Filtration Plant are nearing end of life, and are high maintenance items. The new system will provide needed improvements for consistent, reliable lime slurry production for continued production of high quality City water.

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 one (1) firm submitted a statement of qualifications. Utilities Engineering staff reviewed the qualification statement including their expertise, prior work experience, qualifications, and found the proposing firm to be well suited for this work. Using this process, Utilities Engineering selected Fleis & VandenBrink Engineering, Inc. 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 12, 2019.

The Professional Services Agreement will be funded by 2019 Water SRF Bond

Council Introduction Date: February 26, 2019

CC: BOW  
Matthew Wirtz  
Diane Brown

Construction Manager  
Chrono  
File

CU RSA 2.12.19

**PROFESSIONAL SERVICES AGREEMENT  
TRFP BATCH LIME SLAKING SYSTEM**

This Agreement is by and between

**CITY OF FORT WAYNE ("CITY")**

by and through its

Board of Public Works  
City of Fort Wayne  
200 E. Berry Street, Suite 210  
Fort Wayne, IN 46802

and

Fleis & VandenBrink Engineering, Inc.(ENGINEER)  
5331 S. Bend Drive  
Fort Wayne, IN 46804

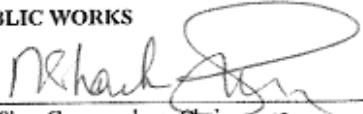
Who agree as follows:


City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and Engineer agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

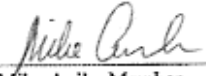
**APPROVALS**

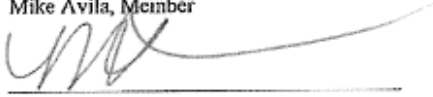
**APPROVED FOR CITY**

**BOARD OF PUBLIC WORKS**

BY:   
Shan Gunawardena, Chair

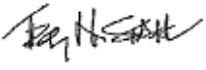
BY:   
Kumar Menon, Member

BY:   
Mike Avila, Member

ATTEST:   
Michelle Fulk, Clerk

DATE: 2.12.19

**APPROVED FOR ENGINEER**

BY:   
Troy Stahl  
Principal

DATE: \_\_\_\_\_

## PART I

## SCOPE OF BASIC ENGINEERING SERVICES

## A. GENERAL

- 1) Engineer shall provide the City professional engineering Services in all phases of the Project to which this Scope of Services applies. These Services will include serving as the City's professional representative for the Project, providing professional engineering consultation and advice, furnishing engineering services and other customary services incidental thereto.

## B. PROJECT DESCRIPTION

The Three Rivers Water Filtration Plant (TRFP) has three separate plants, built in different phases. The last is known as "Plant 3." There are currently two Wallace & Tiernan 2000 pound per hour (PPH) paste slakers for providing "milk of lime slurry" to soften raw water. These include one standby complete redundant slaker unit and one duty unit. This project will leave these existing slakers in place and install a similarly sized 3500 PPH batch slaker system in Plant 3 under the existing soda ash day bins. The slaker is to provide an adjustable output slurry concentration and flow paced output based on Plant 3 raw water.

We anticipate the design could be as follows: The new lime Slaker would be located on First Floor Level (EL 773.50) and discharge by gravity through a grit classifier and on to a Slurry Aging Tank located at the Basement Level (EL 742.50). A grit classifier would be located at the Ground Floor Level. Slurry pumps would discharge in a continuous slurry loop to the First Floor Level (EL 773.50) and dosing assemblies will control the rate the slurry enters the Chemical Feed Channel to Plant 3. The unused slurry will pass through a fine grit classifier and recycle back to the Slurry Aging Tank or on to Day Tank or SS Slip in Cone. A bin activator will be retrofitted onto the day bins while the existing bulk silos will be modified to reduce bridging potential. Modifications to the existing bulk lime storage silos will also be implemented to improve lime flow.

The slaking system manufacturer will provide the control panel for the bin activator, conveyors, slaker, pumps, tanks, instruments, control logic, programming and startup of their system. The Engineer will provide the structural, mechanical, plumbing, electrical, instrumentation and control design to place the system within Plant 3. This project will include the conceptual planning, basic sizing provisions and phasing of full build out for future slaking systems based on the new batch slaker. Future build out would provide production and distribution of lime slurry for entire plant from a single area.

## Assumptions:

- 1) Design to be based upon recommendations from lime system evaluation Technical Memorandum completed by Engineer in November 2018. Recommended equipment is the RDP Tekkem 3500 PPH batch lime slaker.
- 2) City of Fort Wayne Specifications will be used. Where City specifications are not available or appropriate, Engineer's specifications will be used.
- 3) City of Fort Wayne CADD standards will be used and supplemented with Engineer's standards where additional information is required.
- 4) Design assumes sufficient electrical and controls systems are available in the vicinity with no major upgrades required to the major MCCs or SCADA systems. Local distribution panels or control panels may be required for new equipment.
- 5) City will be responsible for any permits required, including City building codes and IDEM approval. The City will contact IDEM directly with any permitting questions.
- 6) City will provide existing record drawings for Plant 3.
- 7) City will prepare the majority of Divisions 0 and 1 specifications. Engineer shall provide technical specifications and appropriate edits to Divisions 00 and 01 to City for assemble of the Project Manual for bidding.

### C. SCOPE OF WORK

The duty of the Engineer is to develop final construction documents. The final construction Documents shall be sealed by a registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer shall develop and provide the following Services:

- 1) **Task 1 – Project Schedule and Review Meetings**
  - a. Prepare and maintain Project design schedule (F&V).
  - b. Attend and develop agenda and break out sessions with recommended City staff attendance for a 2-day design review meeting/site visit between 30% and 60% design deliverables. F&V and our subconsultants will have up to 7 attendees. Any additional correspondence with City will be via conference call.
  - c. Attend review meetings at the 30% and 95% submittal milestones.
  - d. Prepare meeting agendas and keep and distribute meeting minutes within 7 days following the meeting.
  
- 2) **Task 2 - Preliminary Design (30% Submittals)**
  - a. **Phase I – Technical Memorandum (TM)**
    - This task has already been completed. Preliminary design will be based on the recommendations from this TM.
  - b. **Phase 2 (30% submittal)**
    - Prepare 30% Preliminary Design Drawings including P&ID's and one line electrical drawing.
    - Prepare outline of proposed specifications.
    - Perform internal QC of the Preliminary Design.
    - Perform a structural analysis via site visit and existing plans review to ensure the existing structure has the capacity to support the proposed equipment.
    - Submit 30% Preliminary Design Documents to the City for review and approval (PDF Version). Submittal will include the following:
      1. Technical Memorandum (from Phase 1)
      2. Preliminary Design Drawings (full size)
      3. Specification Outline
  
- 3) **Task 3 - Final Design (60%/95% submittal)**
  - a. **Task 3A - Prepare 60% Submittal:**
    - Prepare the 60% Preliminary Design Drawings. A total of 35 drawings are estimated for this project.

Sheet No.	Title	Discipline
1	Title Sheet and Vicinity, Location Maps	General
2	Index	General
3	Abbreviations	General
4	I&C Legend	Controls
5	P&ID Overall	Controls
6	P&ID Lime Feed System	Controls
7	Control System Block Diagram	Controls
8	Typical Control Schematics	Controls
9	Standard Details	Controls
10	Demolition Plan	
11	Demolition Sections	
12	Demolitions Photos	
13	Structural Legend	Structural/Architectural

14	Structural Plan - Silos	Structural/Architectural
15	Structural Sections/Details	Structural/Architectural
16	Structural Details	Structural/Architectural
17	Process Mech Legend	Process
18	Process Mech Legend	Process
19	Process Plan Upper	Process
20	Process Plan Intermediate	Process
21	Process Plan Basement	Process
22	Process Sections	Process
23	Process Sections	Process
24	Process Details 1	Process
25	Process Details 2	Process
26	Process Details 3	Process
27	Electrical Legend	Electrical
28	Electrical One Line Demo/New	Electrical
29	Electrical Plan Upper	Electrical
30	Electrical Plan Intermediate	Electrical
31	Electrical Plan Lower	Electrical
32	Panel Schedule	Electrical
33	Standard Details 1	Electrical
34	Standard Details 2	Electrical
35	Standard Details 3	Electrical

- Prepare draft technical specifications in MF04 format.
- Perform QC of the 60% design drawings and technical specifications.
- Prepare 60% preliminary estimate of probable construction costs.
- Submit 60% Design Documents to the City for review and approval ( PDF Version).  
Submittal will include the following:
  1. Preliminary Design Drawings (full size)
  2. Draft Technical Specifications
  3. Summary of preliminary probable construction costs.
- Upon approval of the Preliminary Design drawings, City shall "route" for internal comment. Comments and revisions will be forwarded to Engineer.
- b. **Task 3B – Final Design (95% and 100% Submittal):**  
Update design documents, incorporating 60% Design QC and City comments.
  - Prepare 95% Design Drawings.
  - Prepare 95% specifications in MF04 format.
  - Perform QC of the 95% design drawings and specifications.
  - Prepare 95% estimate of probable construction costs.
  - Submit 95% Design Documents to the City for review and approval (2 complete sets and PDF Version). Submittal will include the following:
    1. Design Drawings (full size)
    2. Specifications
    3. Summary of probable construction costs
    4. List of contractor submittals for use in the PMIS program
  - After incorporating review comments, prepare and submit one (1) electronic version of the 100% Final Project specifications (Microsoft Word), and drawings (PDF format) to the City for future copying and distribution to bidders.
- 4) **Task 4 - Bidding Phase.**
  - a. Attend Pre-bid Meeting.

- b. Engineer shall assist the City in preparing addenda as needed to interpret, clarify, or expand bidding documents.
  - c. Prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC Project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word and PDF).
- 5) Task 5 – Construction Phase.
- a. Attend a Pre-Construction Meeting.
  - b. Review of Contractor shop drawings (estimate 40 submittals) for materials and equipment required for the project to ensure compliance with the project specifications and intent. This includes training and utilization of City's Project Management Information System (PMIS).
  - c. Assist in resolution of any questions or construction issues (estimate 20 RFIs).
  - d. Perform an estimated 3 days per discipline (process, controls) onsite to assist with commissioning support.
  - e. Prepare digital and paper copy Record Drawings based upon red-line mark-ups from the Contractor and Owner. Submit one (1) electronic copy of Project drawings in 2007 DWG file format or newer (Civil 3D 2007 or newer) and one electronic copy of the Project Drawings in PDF format.
  - f. City will contract with 3<sup>rd</sup> party for any additional programming services.

D. SCHEDULE

The project will be completed per the schedule below based on Notice to Proceed and timely review by the City:

<u>SCHEDULE</u>	<u>WEEKS AFTER NTP</u>
Deliver 30% Design Set	6 weeks
30% Review Workshop and Site Visit (2 days)	8 weeks
Deliver 60% Design Set	18 weeks
Deliver 95% Design Set	26 weeks
Deliver 100% Bid Set	30 weeks

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by City and negotiated fees, Engineer can provide the following additional services:

Contingency Tasks

- 1) In company with City and/or City's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

**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. INFORMATION REPORTS**

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

Give prompt written notice to Engineer whenever City becomes aware of any development that does, or may, affect the scope or schedule of Engineer's services, or any defect in the Services of Engineer or its sub-consultants.

**B. REPRESENTATIVE**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative (Program Manager) for this Agreement will be Chris Ravenscroft, P.E.

**C. DECISIONS**

Provide all criteria and full information as to City's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III**  
**COMPENSATION**

**A. COMPENSATION**

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee as summarized in attached Attachment 1.

Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Employee Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at cost.

Payment for outside consulting for professional services performed by a Subconsultant at actual cost to ENGINEER plus 10 percent for administrative costs. The Engineer will obtain written City approval before authorizing these services.

**B. BILLING AND PAYMENT**

**1. Timing/Format**

- a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require and shall include the employee name and title of all staff billing to project.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.

**2. Billing Records**

Engineer shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV  
STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

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

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

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

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds

\$10,000,000 then this shall be \$5,000,000 aggregate).

- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:  
City of Fort Wayne Purchasing Department  
200 East Berry St., Suite #480  
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

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

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

13. **LIMITATIONS OF LIABILITY.** No employee or agent of 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 this Agreement shall not exceed the total compensation received by Engineer under this Agreement except for third party personal injury or property damage which shall be limited to the extent of Engineer insurance coverage (minimum \$250,000.00). The limitation of liability expressed herein shall apply whether the liability is claimed to arise in contract, tort (including but not limited to negligence), strict liability or otherwise.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and issue 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 terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

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

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

**ATTACHMENT #1**

**SUMMARY SHEET**

**SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL**

<u>Task 1 -- Project Schedule and Review Meetings</u>	\$34,200.00
<u>Task 2 -- Phase 2 -- Preliminary Design (30%)</u>	\$60,400.00
<u>Task 3 -- Final Design (60%/95%)</u>	\$94,700.00
<u>Task 4 -- Bidding</u>	\$14,700.00
<u>Task 5 -- Construction Phase</u>	\$51,500.00
<u>Contingency Tasks (10%)</u>	\$10,000.00
<b>TOTAL NOT TO EXCEED FEE:</b>	<b>\$ 265,500.00</b>

**ATTACHMENT #2**  
**EMPLOYEE HOURLY RATE SCHEDULE**

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Senior Engineering Manager III	\$202.00
Senior Engineering Manager II	\$185.00
Senior Engineer Manager	\$167.00
Senior Project Manager	\$165.00
Engineer Manager II	\$148.00
Engineer Manager	\$132.00
Project Engineer	\$118.00
Engineer II	\$107.00
Engineer EIT	\$89.00
Architect II	\$133.00
Sr. Administrative III	\$135.00
Administrative III	\$89.00
Administrative II	\$72.00
Administrative	\$60.00
Sr. Landscape Architect	\$130.00
Survey Crew Chief II	\$103.00
Survey Manager II	\$133.00
Survey Manager III	\$145.00
Technician	\$60.00
Technician II	\$72.00
Technician III	\$87.00
Technician IV	\$94.00
Senior Engineering Tech	\$104.00
Senior Engineering Tech II	\$116.00

*Rates effective May 5, 2018*

CU PSA 2-12-19

**CITY OF FORT WAYNE, INDIANA**

**FLEIS & VANDENBRINK ENGINEERING, INC**

**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% ( )
- (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 (X)  
 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: see attachment \_\_\_\_\_ %  
 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).

See Attached  
\_\_\_\_\_  
\_\_\_\_\_

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

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

See Attached

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

Yes  No

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: \_\_\_\_\_

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;

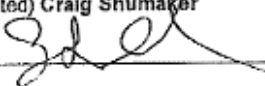
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state 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

Fleis & VandenBrink Engineering, Inc., 5331 S. Bend Drive, Fort Wayne, Indiana 46804  
(Name of Vendor)

Address  
(260) 435-1414  
 Telephone  
cshumaker@fvong.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) Craig Shumaker Title Vice President  
 Signature  Date 1-31-2019

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

**Fleis & VandenBrink Engineering, Inc.**

Current and Pending Contracts

<u>Project Name</u>	<u>Purchase Order Number</u>	<u>City Work Order Number</u>	<u>Date</u>	<u>City Contact</u>
Summit Park Trail & Sidewalk- Phase I Design	15123022-000	0073N	6/26/2015	Dawn Richie
WPCP Ponds No.3 Bleedback- Bid & DSDC	18905039-000	76401	2/20/2018	Chris Ravenscroft
TRFP- Lime Equipment Study	18905091-000	66533	5/22/2018	Chris Ravenscroft
On Call Permitting	18905101-000		5/19/2018	Anne Marie Smrckek
TRFP- Plant 3 Lime Equipment- Design, Bid & DSDC	pending	pending		Chris Ravenscroft
WPCP Ponds 1/0- Final Design, Bid & DSDC	pending	76613		Zachary Katter

S:\Group\Process\_Management Business Legal Admin\Meetings\_Process Group\JKP\_GVPM\_Meetings to review reagen & billings\David\_Harvey\_P\INDEX of Proposals\Fort Wayne Vendor Disclosure

Equity Ownership exceeding 5%

<u>Name</u>	<u>Address</u>	<u>% Ownership</u>
Larry Fleis	2960 Lucerne Dr., Grand Rapids, MI 49546	26.0%
Pauli Galdes	2960 Lucerne Dr., Grand Rapids, MI 49546	6.8%
Brian Rice	2960 Lucerne Dr., Grand Rapids, MI 49546	7.5%
Craig Shumaker	2960 Lucerne Dr., Grand Rapids, MI 49546	6.4%
F&V Employee Stock Ownership Plan	2960 Lucerne Dr., Grand Rapids, MI 49546	18.6%

**CONTRIBUTION STATEMENT BY A BUSINESS ENTITY**

I, Craig Shumaker, under the penalties of perjury, affirm and state as follows:

1. I am over the age of eighteen (18) years old.
2. I am an officer or party of the below named company/firm, a business entity within the meaning of Section 37.28 of the Fort Wayne Municipal Code of Ordinances (the "City Code").
3. As an officer or party of the below named company/firm, I am authorized to execute this *Contribution Statement by a Business Entity* on behalf of said business entity.
4. Since January 1, 2018, neither the below named company/firm, nor any of its covered principals, partners, officers, subsidiaries, or other individuals as defined in Section 37.28 has made a contribution to any City of Fort Wayne candidate or holder of public office, whether directly or indirectly by contribution to such candidate's or holder of public office's campaign committee, a City or Allen County party committee or a political action committee that regularly engages in the support of municipal elections and/or municipal parties in the City of Fort Wayne, which would prohibit the City of Fort Wayne from negotiating or entering into a contract with the below named company/firm under Section 37.28 of the City Code.
5. This *Contribution Statement by a Business Entity* is made pursuant to Section 37.28 of the City Code to support approval of a contract between the City of Fort Wayne, Indiana and the below named company/firm.

1-31-2019  
Date

Fleis & VandenBrink Engineering, Inc.  
Company/Firm

By: 

Printed: Craig Shumaker

Title: Vice President

**BILL NO. S-19-02-25**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**March 5, 2019**

***Thomas Didier Chair***

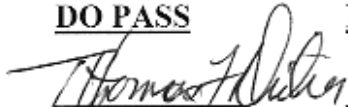
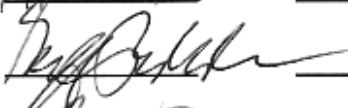



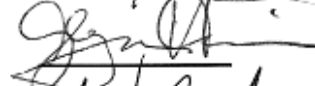
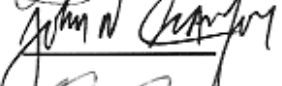
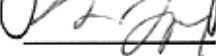
***Geoff Paddock Co-Chair***

***All Council Members***

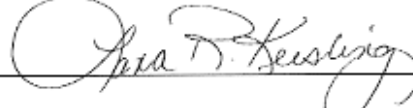
An Ordinance approving Professional Services Agreement - TRFP Batch Lime Slaking System – Work Order #66533 - between Fleis & Vandenbrink Engineering, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

*Involving a total cost of \$265,500.00*

**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 Didier.

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

Read the third time in full and on motion by Councilman Didier, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: March 12, 2019




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LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-19-02-25 on the 12th day of March, 2019




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LANA R. KEESLING  
CITY CLERK




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JOHN N. CRAWFORD  
PRESIDING OFFICER

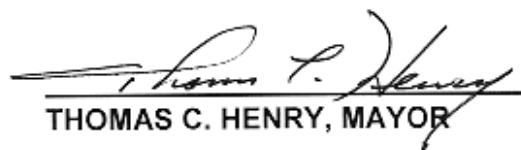
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th of March 2019, at the hour of 9:15 o'clock A.M. E.S.T.




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LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13<sup>TH</sup> day of MARCH 2019, at the hour of 10:00 o'clock AM E.S.T.




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THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA  
**RECEIVED**  
MAR 13 2019  
LANA R. KEESLING  
CITY CLERK