

1 **BILL NO. S-20-10-27**

2 SPECIAL ORDINANCE NO. S-101-20

3 AN ORDINANCE approving ST. JOE DAM RAW
4 WATER MAIN INSPECTION - RESOLUTION #66510 -
5 \$640,586.44 between PURE TECHNOLOGIES, INC.
6 US and the City of Fort Wayne, Indiana, in connection
7 with the Board of Public Works.

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

10 **SECTION 1.** That the ST. JOE DAM RAW WATER MAIN
11 INSPECTION - RESOLUTION #66510 by and between PURE TECHNOLOGIES,
12 INC. US and the City of Fort Wayne, Indiana, in connection with the Board of Public
13 Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

14 All labor, insurance, material, equipment, tools, power,
15 transportation, miscellaneous equipment, etc., necessary for EM
16 inspections services for the twin 42-inch Raw Water Mains,
17 approx. 2.35 miles long. Vendor will inspect the PCCP and steel
18 mains as per Vendor's proposal in response to RFP #719673;

19 involving a total cost of SIX HUNDRED FORTY THOUSAND FIVE HUNDRED
20 EIGHTY-SIX AND 44/100 DOLLARS - (\$640,586.44). A copy of said Contract is
21 on file with the Office of the City Clerk and made available for public inspection,
22 according to law.
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SERVICE AGREEMENT: _____

SUPPLIER NAME Pure Technologies, Inc US	CITY DEPARTMENT
STREET ADDRESS 8920 State Road 108	STREET ADDRESS
CITY, STATE, ZIP CODE Columbia, Maryland, 21045	CITY, STATE, ZIP CODE
ATTENTION/ PHONE Wayne Lindsay 314-761-1267	

Service Description	Rates
EM inspections services for the Twin 42-inch Raw Water Mains approx. 2.35 miles long. Pure will inspect the PCCP and steel mains as per Pure's proposal in response to RFP # 7149673 dated June 26, 2020	Per line items in proposal price schedule
Aggregate Price	\$640,586.44

The following is made a part of this Agreement:
Pure's Proposal response to RFP 7149673 dated June 26, 2020.

This Agreement is entered into between Supplier and the City. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:

For Independent Contractors: Will any individuals other than yourself perform work on this project? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <input type="checkbox"/> If yes, see reverse side for Worker's Comp. requirement.
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CITY OF FORT WAYNE:

By (Signature): 	By (Signature):
Printed Name: John Galleher	Printed Name:
Date: 9/11/2020	Date:

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier 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/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

* Independent Contractors that hire others and indicate that they do NOT carry workers comp insurance must submit a valid Clearance Certificate approved by the Worker's Compensation Board of Indiana.

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 Street, Suite 490
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract--shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or otherwise use such information, data findings, recommendations proposals, etc. Notwithstanding anything herein to the contrary, Supplier will have a limited, non-exclusive, royalty-free license to utilize data collected and received in the performance of services hereunder for purposes of (a) providing services, (b) analyzing and improving the services, and (iii) Internal research and development for the benefit of Supplier clients. Supplier may use the data anonymously but shall not disclose to any third parties that the information relates to the City or the City's assets.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

PRICING SCHEDULE PAGE

Project Planning

The initial site visit is a critical to the development of an inspection plan. Pure will work jointly with City Utilities engineering and operational staff to develop an inspection plan to successfully collect the required data while working to minimize both the impacts to the operations of the main during inspection and to jointly develop the most cost effective plan which also minimizes site civil requirements.

Initiate Site visit and planning document development: \$15,000.00

See table for remaining pricing line items.

BID ITEMS					
ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	LS	2	\$63,750.00	\$127,500.00
2	Work Allowance (City Determined)	LS	1	\$50,000.00	\$50,000.00
3	Site Visit	LS	2	\$15,000.00	\$30,000.00
4	Inspection of the 42" Cement lined Steel Raw Water Main	LF	12,389	\$11.36	\$140,739.04
5	Inspection of the 42" PCCP Raw Water Main	LF	12,382	\$15.70	\$194,397.40
6	Data Analysis for the 42" Cement lined Steel Raw Water Main	LS	1	\$48,975.00	\$48,975.00
7	Data Analysis for the 42" PCCP Raw Water Main	LS	1	\$48,975.00	\$48,975.00
					\$640,586.44

Notes:

1. Pricing assumes planning and inspections are performed at two separate times.
2. As each water main will have its' own unique set of challenges, an additional site visit will be required to develop a line specific planning document for its' inspection and a corresponding additional fee of \$15,000.00 will apply.
3. The engineering report will contain a detailed overview of the inspection, the data analysis, a pipe listing and recommendations based on the inspection results. It also includes one structural curve to show point of yield based on pipe degradation and internal/external loading. In addition, it includes one additional remaining useful life (RUL) statistical analysis. A breakdown of reporting costs can be provided upon request

OPTIONAL BID ITEMS*					
ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
8	SmartBall/Sahara Inspection of the 42" Cement lined Steel Raw Water Main	LF	12,389	\$65,000	\$65,000
9	SmartBall/Sahara Inspection of the 42" PCCP Raw Water Main	LF	12,382	\$65,000	\$65,000

INSPECTION TECHNOLOGY SPECIFIC REQUIREMENTS

Size and Location of Access Pits:

Pit and General Inspections Requirements:

Access: See details on supplied drawings; Appendix A. Note that this is an estimate at this time and will be determined during the Initial Site Visit and Planning meeting with the owner.

Additional Requirements to Perform Inspection

Pigging stations are not required but may be used if available. Typical insertion and extraction requirements are any pipeline direct access greater than 12-inches with blind flange connection.

See drawing mark-up for pit locations

Sample Pit drawing for hot tap or tee

Sample pit drawing for 18-inch hot tap.

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INDIVIDUAL SCORES					
SCORE PERSON	Vendor	Experience Inspecting PCCP Main (10 Points)	Experience Inspecting Mortar lined steel mains (10 Points)	Final Inspection Report Content(10 Points)	Overall Cost to Inspect PCCP Main (20 Points)
Brody Lynn	PICA	5	3	6	20
	PURE Technology	10	5	9	12
Jon Hall	PICA	8	10	10	18
	PURE Technology	10	6	10	12
Justin Eakright	PICA	8	9	10	19
	PURE Technology	10	7	10	13

Overall Combined Scoring	PICA	7	7.3	8.7	19.0
	PURE Technology	10	6.0	9.7	12.3

Overall Cost to Inspect Steel Main (20 Points)	City Estimate of Costs to Prepare for Inspections (15 Points)	Amount of Time Needed for Inspections (5 Points)	Amount of Dewatering Required (10 Points)	Subtotal	Previous Experience Multiplier (0.85-1.15)	Total (100 Points Possible)
20	8	2	2	66	1	66
10	14	5	8	73	1	73
18	8	1	1	74	1	74
12	14	5	7	76	1	76
19	8	2	2	77	1	77
13	14	5	8	80	1	80

19.0	8.0	1.7	1.7	72.3	1.0	72.3
11.7	14.0	5.0	7.7	76.3	1.0	76.3

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Pure Technologies U.S. Inc.

Name of Company

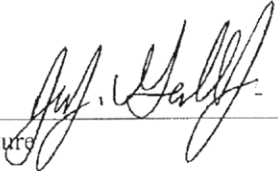
John Galleher

Printed Name of Person Signing

Vice President

Title

Signature



June 26, 2020

Date

CITY OF FORT WAYNE, INDIANA

Pure Technologies U.S. Inc.

(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 _____

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

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 _____

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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).

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).

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:
_____		_____		_____	_____
_____		_____		_____	_____

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

Pure Technologies U.S. Inc.

(Name of Vendor)

8920 State Route 108, Columbia, MD 21045

Address

(443) 766-7873

Telephone

john.galleher@xyleminc.com

E-Mail Address

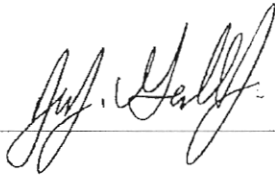
The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) John Galleher

Title

Vice President

Signature



Date June 26, 2020

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: October 6, 2020
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: **St. Joe Dam Raw Water Main Inspection
66510**

Michael Kiester
10.6.2020

Council District # 2

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Orders the internal inspection of 4.4 miles of raw water mains.

Implications of not being approved: The raw water mains that deliver water from the river to the Water Filtration Plant for treatment are important assets for the city's drinking water supply. These two mains, a steel main installed in 1934 and a concrete reinforced main installed in 1954 carry water that enters the City of Fort Wayne drinking water system. Inspection of these mains is important for continued reliability of the city's water supply.

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

An outside consulting firm, ISLE Inc was retained to seek out viable inspection technologies for water mains of this type and size. Isle's initial research netted a total of 58 technologies that perform some form of pipeline inspections. From that initial list, the City and ISLE narrowed the list down to 5 different technologies, with 4 companies. These 4 companies were sent a Request For Information (RFI). Of the 4 included in the RFI, 2 responded back. These 2 were asked to provide a Request for Proposal (RFP) for the inspection work. The City scored these proposals and selected Pure Technologies to perform the pipeline inspections. Pure's estimated cost for inspection work is \$705,586.44.

The cost of said project funded Water Revenue.

Council Introduction Date: 10/13/2020

CC: Matthew Wirtz
Diane Brown
File

BILL NO. S-20-10-27

REPORT OF COMMITTEE ON CITY UTILITIES

October 20, 2020

Geoff Paddock Chair



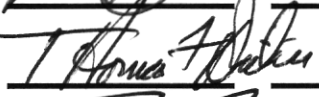


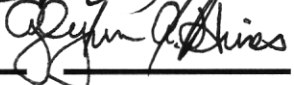
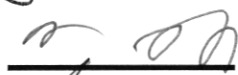


Russ Jehl Co-Chair

All Council Members

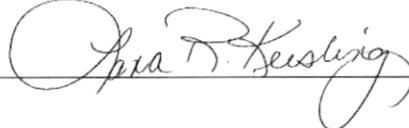
An Ordinance approving St. Joe Dam Raw Water Main Inspection - Resolution #66510 - between Pure Technologies, Inc. US and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$640,586.44

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

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Paddock.

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

Read the third time in full and on motion by Councilperson Paddock, 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"/>
CHAMBERS	<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"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: October 27, 2020



LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-20-10-27 on the 27th day of October, 2020

ATTEST:



LANA R. KEESLING
CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th of October 2020, at the hour of 2:05 o'clock P.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 29TH day of OCTOBER 2020, at the hour of 10:00 o'clock AM E.S.T.



THOMAS C. HENRY, MAYOR

