

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES – THREE RIVERS FILTRATION PLANT FILTER PLC IMPROVEMENTS PHASE 1 - RESOLUTION/WORK ORDER #67058 - \$135,700.00 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 ENGINEERING SERVICES - THREE RIVERS FILTRATION PLANT FILTER PLC IMPROVEMENTS PHASE 1 - RESOLUTION/WORK ORDER #67058 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 labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: PROFESSIONAL ENGINEERING SERVICES WILL INCLUDE SERVING AS CITY'S PROFESSIONAL REPRESENTATIVE FOR THE PROJECT, PROVIDING PROFESSIONAL ENGINEERING CONSULTATION AND ADVICE, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO; THREE RIVERS FILTRATION PLANT – FILTER PLC IMPROVEMENTS – PHASE 1 PROJECT WILL REPLACE THE PROGRAMMABLE LOGIC CONTROLLERS SERVICING THE FILTER GALLERY AT THE PLANT. THE EXISTING CONTROLLERS WERE IDENTIFIED IN THE SCADA MASTER PLAN FOR REPLACEMENT AS THEY HAVE SERVED THE USEFUL LIFE. THE REPLACEMENTS CONTROLLERS MEET THE UTILITIES STANDARD PLATFORM, HAVE COMMON SPARE PARTS, OFFER A SINGLE PROGRAMMING PLATFORM, AND STAFF IS FAMILIAR WITH THE MAINTENANCE REQUIREMENTS. THE PROJECT WILL INCORPORATE CONTROL OF THE EXISTING SURFACE WASH FILTER SYSTEM AND BE READY FOR CONNECTIVITY TO THE PLANNED FILTER UNDERDRAIN IMPROVEMENTS;

1 involving a total cost of ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN  
2 HUNDRED AND 00/100 DOLLARS - (\$135,700.00). A copy of said Contract is on  
3 file with the Office of the City Clerk and made available for public inspection,  
4 according to law.

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

11 APPROVED AS TO FORM AND LEGALITY

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14 Carol Helton, City Attorney  
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CU 3.2.21

**PROFESSIONAL SERVICES AGREEMENT**

**Three River Filtration Plant  
Filter PLC Improvements Phase 1**

**("PROJECT")**

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 240  
Fort Wayne, IN 46802

and

PHOENIX CONSULTING LLC  
3201 STELLHORN ROAD  
FORT WAYNE, IN 46815  
(ENGINEER)

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**

**APPROVALS**

**APPROVED FOR CITY**

**BOARD OF PUBLIC WORKS**

BY:

  
\_\_\_\_\_  
Shan Gunewardena, Chair

BY:

  
\_\_\_\_\_  
Kumar Menon, Member

BY:

  
\_\_\_\_\_  
Chris Guerrero, Member

ATTEST:

  
\_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

DATE:

3.2.2021

**APPROVED FOR ENGINEER**

BY:

David  
Houck  
\_\_\_\_\_  
Digitally signed by  
David Houck  
Date: 2021.02.15  
15:40:27 -05'00'

DATE:

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## PART I

### SCOPE OF BASIC ENGINEERING SERVICES

#### A. GENERAL

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

#### B. PROJECT DESCRIPTION

The Three Rivers Filtration Plant, as a phase of the recommendation brought forth by the SCADA master plan, has identified Programmable Logic Controllers (PLC) that are reaching the end of useful life and require replacements. This project is to address design, construction management and programming of 14 Filter PLCs.

#### C. SCOPE OF WORK

Engineer shall provide software, programming, control panel design and other work as detailed below and in the proposal.

Engineer's work does not include supplying any control panel wiring, grounding, installation, labeling, or materials.

##### Task 1 - Project Management

Project Management is used to keep the owner's project team and all contractors up to date on where the project stands, upcoming events, and discuss any issues that anyone on the team is having. 38 meetings shall be included.

Below are the sub-tasks of Task 1:

1. Lead monthly design meetings, supply agenda 1 week before and supply notes 1 week after.
2. Lead biweekly construction design meetings.

##### Task 2 - Control Panel Design Services

Control Panel Design Services is used to create new drawing sets for the filter upgrades. A drawing set with appropriate filter descriptions shall be included for each PLC. Owner supplied drawings from PLC33 will be used to create a new drawing set for each Dual Filter system and drawings from PLC29 will be used to create drawing sets for each Single Filter system. The I/O shall include the connections for future filter improvements. While doing the upgrades the current Surface Wash system will be maintained until future filter improvements are implemented.

Panel design services shall be done in 2 parts. One for Plant 3 and the other for Plant 1 and 2. Plant 1 and 2 design services shall be delivered in sufficient time for the Owner to procure quotes and construction for all the Plant 1 and 2 panels before the expected start date of Plant 1 and 2 replacements. An onsite FAT will be done on each filter.

Below are the sub-tasks of Task 2:

1. Create new drawing set for Phase 1 design.
2. Create new drawing set for Phase 2 & 3 design.
3. Perform an onsite FAT.

##### Task 3 - Electrical installation scope of work design

An electrical installation scope of work will be provided to the electrical contractor to use for quote and build purposes. This will ensure that they are aware of all the work that needs completed to properly upgrade the electrical controls of each filter. This includes the following:

1. Create device purchase list from BOM
2. PLC module additions and replacements with wiring detail
3. Create cross reference from old wire labels to new wire labels for panel and field.
4. Enclosure mechanical reuse and modification detail
5. Final documentation shall remove any construction notes.

Below are the sub-tasks of Task 3:

1. Scope of work for Phase 1 design.
2. Scope of work for Phase 2 design.
3. Scope of work for Phase 3 design.

#### Task 4 – Programming

There shall be 2 sets of master programming code used for filters. One set for a dual filter PLC/OIT based on Filters 21/23 programming and one set for a single filter PLC/OIT based on Filter 15 programming. The existing Filters 15/21/23 OIT code will be modified to use an indirect tag filter number which will be used as a reference for all OIT tags. The PLC shall set the OIT filter number for the filter(s) the OIT is associated with. The existing Filters 15/21/23 OIT screens shall use screen control and/or object visibility code to enable/disable the type of wash and specific valve control currently being used by the filter(s). The existing Filters 15/21/23 PLC code shall be searched and replaced to update specific filter tag and description data. The code shall not allow future filter improvement functionality until the later upgrades occur. The messaging to interface to needed filter functions not controlled by the current PLC shall be routed to PLC33. PLC33's code shall be modified to acknowledge requests. PLC21 should be the last filter(s) replaced to allow AD PLC's, not yet replaced, communications to continue. At the end of the project a second messaging path should be considered to eliminate a single source of failure for messaging (perhaps PLC21 at the other end of the plant). SCADA screens and tag names shall not change. Historian tags shall not change. The PLC address will be resourced to the appropriate SCADA PDB tags. This approach will require a minimum of SCADA programming until the SCADA migration takes place. It will also allow a minimal amount of PLC/OIT programming to enable the future filter improvements.

Below are the sub-tasks of Task 4:

1. Modify PLC.
2. Modify OIT.
3. Update SCADA.
4. Perform SAT before returning each filter to service.

#### Task 5 – Construction Coordination

Construction coordination will use the milestones listed in the scope to track each filter project. Below are the sub-tasks of Task 5:

1. Lead City project team on an as needed basis to keep everyone informed of progress.
  - a. Document field equipment issues in writing and communicate them to the city team.
2. Lead Electrical Contractor as needed to ensure project completes on schedule and attend weekly meetings at TRFP.

#### Task 6 – Documentation

Documentation will be provided at the completion of each filter. Below are the sub-tasks of Task 6:

1. Provide As built drawings within 1 week of completion of each filter(s).
2. PLC and OIT programs will be placed in Asset Centre after each filter(s) startup is complete.

### SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by 03/23/21 and receiving prompt review and approvals from City agencies and Program Manager (1-week per review are included in the schedule). One PLC will be done every two weeks. Filter(s) controlled by the PLC will be down for one week.

<u>TASK</u>	<u>DATE</u>
Control Panel Design Services and Electrical Scope of Work Phase 1	04/06/21
Control Panel Design Services and Electrical Scope of Work Phase 2 & 3	04/20/21
First Phase 1 SAT	05/07/21
First Phase 2/3 SAT	06/18/21
Last Phase 2/3 SAT	11/19/21
Project Complete	11/24/21

#### E. OPTIONAL ADDITIONAL SERVICES

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

- Attend additional meetings as needed to review and discuss the project.
- Attend design meetings for filter underdrain phase 2 project.
- Update P&IDs for plant 1,2 and 3 filters.
- Additional programming/SCADA functional features identified by operations.
  - Document, review, seek approval and perform additional features as they are identified
- Dual PLC messaging paths to prevent a single point of failure for filter functions

**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/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS**

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.

Provide Engineer with electronic copies of existing program and project drawings/specifications for the rehab design of the Three River Filtration Plant Filter PLC Improvements Phase 1.

Provide existing control panel drawings in dwg and pdf formats. Provide PLC and OIT electronic programs.

Furnish and install equipment as detailed in the proposal.

**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 for this Agreement will be Jon Weirick

**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 of \$135,700.00 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 – Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at cost.

Payment for outside consulting and/or professional services performed by a Sub consultant 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. 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 acts 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.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' 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.

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

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

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

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

18. **SEVERABILITY.** The various 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

<b><u>Project Management</u></b> - (Task 1) For Services outlined in Tasks 1 a not to exceed fee of:	\$12,000.00
<b><u>Control Panel Design</u></b> - (Task 2) For Services outlined in Task 3 a not to exceed fee of:	\$26,250.00
<b><u>Electrical Installation Scope of Work</u></b> - (Task 3) For Services outlined in Task 3 a not to exceed fee of:	\$6,000.00
<b><u>Programming</u></b> - (Task 4) For Services outlined in Task 4 a not to exceed fee of:	\$44,000.00
<b><u>Construction Coordination</u></b> - (Task 5) For Services outlined in Task 5 a not to exceed fee of:	\$28,000.00
<b><u>Documentation</u></b> - (Task 6) For Services outlined in Task 6 a not to exceed fee of:	\$9,450.00
<b><u>Contingency Allowance</u></b> - As authorized by PM For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of:	\$10,000.00
<b>TOTAL NOT TO EXCEED FEE:</b>	\$135,700.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

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

CITY OF FORT WAYNE, INDIANA

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

Name: DAVID HOUCK  
Address: 2510 KINGSTON POINT

Name: JIM HORTENBERG  
Address: 3755 SOUTH 500 W, 46711

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

- sole proprietorship
- partnership interest
- other (explain) \_\_\_\_\_
- stock
- units (LLC)

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 HORTENBERG 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

APPROPRIATE EMPLOYMENT FOR SERVICES

- 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

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 # 20950207, PO # 19950130, PO # 20950039, PO # 19950131, PO # 20950207  
All w/ JON WEHICK; PO # 20531056 w/ DEE DEE

- 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:       No      

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)

241 STEWART LN, 108<sup>th</sup>  
Address  
( ) 360-477-1759  
Telephone  
phoenix@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 HUCK

Title OWNER/SE MANAGER

Signature [Handwritten Signature]

Date 12/07/2020

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: February 23, 2021  
To: Common Council Members  
From: Jon Weirick, Senior Program Manager, City Utilities Engineering  
RE: **Filter PLC (Programmable Logic Controller) Improvements**  
**W.O. # 67058**

*Jon Weirick*  
3/2/2021

Council District # N/A – At Plants/Outside City Limits:

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. **Three Rivers Filtration Plant - Filter PLC Improvements - Phase 1** project will replace the programmable logic controllers servicing the filter gallery at the Plant. The existing controllers were identified in the SCADA Master Plan for replacement as they have served the useful life. The replacements controllers meet the utilities standard platform, have common spare parts, offer a single programming platform, and staff is familiar with the maintenance requirements. The project will incorporate control of the existing surface wash filter system and be ready for connectivity to the planned filter underdrain improvements.

Implications of not being approved: The filter control is a component of the water treatment process for the Three Rivers Filtration Plant. The existing control system has served the utility and is in need of replacement. The new control system will allow for planned improvements to the filter process and the operator interface system. Without replacing the controllers, technology will become unmaintainable prohibiting future improvements.

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 three (3) 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 (2) 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 March 2, 2021.

The cost of said project funded by Water Revenue.

Council Introduction Date: March 9, 2021

CC: Matthew Wirtz  
Diane Brown  
File

**BILL NO. S-21-03-13**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**March 16, 2021**

***Thomas Didier Chair***


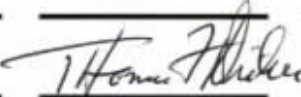



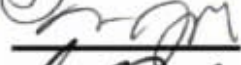


***Michelle Chambers Co-Chair***

***All Council Members***

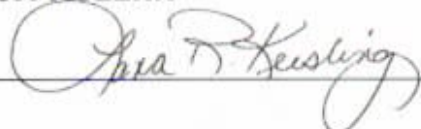
An Ordinance approving Professional Engineering Services – Three Rivers Filtration Plant Filter PLC Improvements Phase 1 – Resolution/Work Order #67058 - between Phoenix Consulting, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

*Involving a total cost not to exceed \$135,700.00*

**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

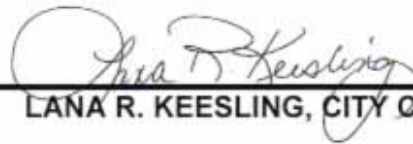
Read the first time in full and on motion by Councilperson Didier.

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

Read the third time in full and on motion by Councilperson 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"/>
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: March 23, 2021




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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-21-03-13 on the 23rd day of March, 2021

ATTEST:




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LANA R. KEESLING  
CITY CLERK




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PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th of March 2021, at the hour of 11:10 o'clock A.M. E.S.T.




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LANA R. KEESLING, CITY CLERK

Approved and signed by me this 24<sup>th</sup> day of MARCH 2021, at the hour of 1:00 o'clock PM E.S.T.




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THOMAS C. HENRY, MAYOR

