

1 **BILL NO. S-21-05-23**

2  
3 SPECIAL ORDINANCE NO. S-68-21

4 AN ORDINANCE approving PROFESSIONAL  
5 ENGINEERING SERVICES AGREEMENT – WATER  
6 POLLUTION CONTROL PLANT AERATION BASIN  
7 DIFFUSER STUDY - RESOLUTION/WORK ORDER  
8 #76929 - \$135,340.00 between DONOHUE &  
9 ASSOCIATES, INC. and the City of Fort Wayne,  
10 Indiana, in connection with the Board of Public Works.

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

13 **SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES  
14 AGREEMENT - WATER POLLUTION CONTROL PLANT AERATION BASIN  
15 DIFFUSER STUDY - RESOLUTION/WORK ORDER #76929 by and between  
16 DONOHUE & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, in  
17 connection with the Board of Public Works, is hereby ratified, and affirmed and  
18 approved in all respects, respectfully for:

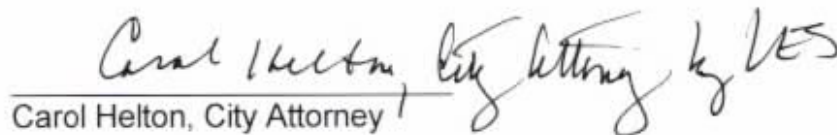
19 All labor, insurance, material, equipment, tools, power,  
20 transportation, miscellaneous equipment, etc., necessary for:  
21 PROFESSIONAL ENGINEERING SERVICES WILL INCLUDE  
22 SERVING AS CITY'S PROFESSIONAL REPRESENTATIVE  
23 FOR THE PROJECT, PROVIDING PROFESSIONAL  
24 ENGINEERING CONSULTATION AND ADVICE, AND OTHER  
25 CUSTOMARY SERVICES INCIDENTAL THERETO. WATER  
26 POLLUTION CONTROL PLANT AERATION BASIN DIFFUSER  
27 STUDY AND DEVELOP A BASIS OF DESIGN ALONG WITH  
28 PRELIMINARY DESIGN DRAWING, GUIDING THE CITY IN  
29 THE BEST OPTIONS TO OPTIMIZE ENERGY AND OXYGEN  
30 USE IN THE AERATION BASINS;

1 involving a total cost of ONE HUNDRED THIRTY-FIVE THOUSAND THREE  
2 HUNDRED FORTY AND 00/100 DOLLARS - (\$135,340.00). A copy of said  
3 Contract is on file with the Office of the City Clerk and made available for public  
4 inspection, 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.

7  
8   
9  
10 T. Thomas F. Dichter  
11 Council Member

12 APPROVED AS TO FORM AND LEGALITY

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15 Carol Helton, City Attorney

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**PROFESSIONAL SERVICES AGREEMENT**

**WATER POLLUTION CONTROL PLANT  
AERATION BASIN DIFFUSER STUDY**

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

Donohue & Associates, Inc (ENGINEER)  
1502 Magnavox Way, Suite 260  
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: \_\_\_\_\_  
Chris Guerrero, Member

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

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

**APPROVED FOR ENGINEER**

BY: Michael Stohl  
\_\_\_\_\_  
Michael Stohl - Vice President

DATE: May 11, 2021  
\_\_\_\_\_

## PART I

### SCOPE OF BASIC ENGINEERING SERVICES

#### A. GENERAL

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 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

This project will develop a design for the modification of the diffuser system in the aeration basins of the Fort Wayne Water Pollution Control Plant (WPCP).

The initial Agreement will be for completion of Basis of Design and Preliminary Design drawings only to aid the direction of a full design package.

The WPCP secondary treatment process consists of single stage activated sludge system designed for carbon and ammonia removal. Primary effluent is distributed into nine aeration systems where micro-organisms utilize oxygen for the conversion of BOD into biomass. Additionally, ammonia in the influent wastewater is converted to nitrate by nitrifying bacteria.

The aeration systems utilize an anoxic/oxic (AO) process that includes an anoxic zone at the front of each basin. The anoxic zones are mixed with either coarse bubble diffusers or mechanical paddle mixers. The zones are designed to preferentially select for floc forming organisms that settle well in the secondary clarifiers.

The existing aerobic zone uses 9" EPDM diffusers for process air and maintain system mixing. The purpose of this project is to determine a path forward for provided the proper mixing and process air throughout the diurnal loading of the plant. Modification to existing basin diffusers and air pipe, or other creative option, will be designed for all nine (9) basins for construction.

#### C. SCOPE OF WORK

The duty of the Engineer is to develop a Basis of Design and Preliminary Design for the project. The Engineer shall develop and provide the following services:

##### Task 1 - Project schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Attend and develop agenda for the following *proposed* meetings:
  - a. Project Kickoff Meeting
  - b. Basis of Design Review
  - c. Preliminary Design Review

These meetings will be held via online interactive video conference or at the Program Manager's office.

- 1.3 Keep the minutes of the Review Meetings and distribute these minutes within 7 days of the Review Meeting

## Task 2 – Basis of Design Development

- 2.1 Review previous Biological Phosphorous Removal technical memorandum (TM) that was developed in 2019, the Aeration System Improvements – Phase 2 TM, Basis of Design Tech Memo Trim Blower Evaluation, and existing Process Control Guidelines.
- 2.2 Request and review plant data as needed by Engineer to guide development of Basis of Design Report.
- 2.3 Engineer to conduct a Kickoff Meeting Workshop. As part of the Kickoff Meeting, a brainstorming session will be conducted to identify high potential alternatives for the Fort Wayne WPCP aeration basins, including configuration considerations, control philosophies, and low energy technologies for evaluation. The goal of the workshop is to develop a shortlist of alternatives for evaluation.
- 2.4 Engineer to perform a biological process review of existing aeration basins. Identify minimum mixing requirements, process load requirements, effects of MLSS on air requirements and process capacity.
- 2.5 Engineer to evaluate alternatives to best suit the needs of the aeration system and diurnal loadings. Alternatives could include capital investments and operational changes. At a minimum, the evaluation will include:
  - Evaluate high-efficiency diffuser payback
  - Evaluate advanced aeration controls
  - Consider air distribution equipment efficiency and payback
  - Develop various design ranges through statistical analysis

Evaluations shall include the following elements as applicable:

- Capital cost
  - Operating cost
  - Operational Changes
  - Maintenance requirements and cost
- 2.6 Process Control Discussion/Alternates Workshop. The intent of the workshop is to set project direction for the Basis of Design.
  - 2.7 Prepare a Basis of Design Report summarizing items identified in Tasks 2.4 and 2.5. The Basis of Design Report shall incorporate any findings from basin study, and at a minimum document the following key design parameters:
    - Airflow requirements (diurnal, wet weather, bleed back, etc.)
    - Diffuser modifications, including diffuser type, number, and spacing
    - Ancillary improvements related to electrical supply, instrumentation improvements, and control modifications
    - Operational Control Narrative
    - Potential Phasing of Construction
  - 2.8 Furnish one copy of the Basis of Design Report to the Program Manager for review and approval. After a review meeting with the Program Manager incorporate any necessary changes.

## Task 3 - Preliminary Design

- 3.1 Request and review information related to the aeration basin structures, electrical service availability, and instrumentation I/O in the aeration basins.

- 3.2 Prepare Preliminary Design Drawings that shall include options for equipment location, general piping arrangement and preliminary P&ID's.
- 3.3 Prepare and compute an opinion of probable construction cost in MF04 format.
- 3.4 Submit Preliminary Design Documents to the City for review and approval (PDF Version).  
Submittal will include the following:
  - a. Basis Of Design Report (Task 2)
  - b. Preliminary Design Drawings
    1. P&ID's
  - c. Preliminary Opinion of Probable Cost
- 3.5 After a review meeting with the Program Manager incorporate any necessary changes and submit final set.

**D. SCHEDULE**

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed (NTP) by May 31, 2021 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

| <u>SCHEDULE</u>                             | <u>DATE</u>                           |
|---|---------------------------------------|
| Part I                                      |                                       |
| Task 1 Project Schedule and Review Meetings | Meetings Coordinated in Tasks 2 and 3 |
| Task 2 Basis of Design Development          | 16 weeks from NTP                     |
| Task 3 Preliminary Design                   | 24 weeks from NTP                     |

**E. OPTIONAL ADDITIONAL SERVICES**

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

**CONTINGENCY TASKS (but not specifically limited to):**

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement.

- Diffuser Procurement. Evaluate and consider diffuser selection and procurement through competitive bidding. Develop bid documents to competitively bid diffusers for future installation as part of Owner furnished equipment.
- Attend additional meetings as needed to review and discuss the project.

## 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/DRAWINGS/DATA

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 Fort Wayne Water Pollution Control Plant drawings, reports, and data as requested.

#### 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 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 spent and expenses actually incurred with a not-to-exceed Engineering fee of \$135,340 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 Subconsultant at actual cost to ENGINEER plus up to 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.
- a. City shall pay Engineer within 45 days of receipt of approved invoice.
- b. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.

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.

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 term, 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

**Part I**

**Design Phase – (Tasks 1 through 3)**

For Services outlined in Tasks 1 through 3 a not to exceed fee of: **\$112,260**

**Contingency Allowance - 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: **\$5,000**

**Diffuser Procurement (Additional Service) **\$18,080****

**TOTAL NOT TO EXCEED FEE: **\$135,340****

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION

RATE

Donohue and Associates Hourly Rate Schedule (2021)

**Donohue & Associates, Inc.  
2021 Billing Rates**

| Employee Classification       | Hourly Billing Rate |
|-------------------------------|---------------------|
| Engineer/Specialist IX        | \$245               |
| Engineer/Specialist VIII      | \$235               |
| Engineer/Specialist VII       | \$215               |
| Engineer/Specialist VI        | \$195               |
| Engineer/Specialist V         | \$180               |
| Engineer/Specialist IV        | \$165               |
| Engineer/Specialist III       | \$145               |
| Engineer/Specialist II        | \$130               |
| Engineer/Specialist I         | \$115               |
| Technician II                 | \$95                |
| Technician I                  | \$80                |
| Administrative Assistance III | \$80                |
| Administrative Assistance II  | \$70                |
| Administrative Assistance I   | \$60                |

Notes:

- Labor charge-out rates are for normal work week.
- Billing rates are in effect for 2021 and may be adjusted annually to reflect labor cost increases.
- Mileage is billed at the current IRS stipulated rate.
- Printing and shipping are billed at cost.

**Black and Veatch Hourly Rate Schedule (2021)**

1. Payment of actual hourly rates for Services rendered by ENGINEER's employees in each billing class working directly on the Project. The rates shall include the cost of customary and statutory benefits, general and administrative overhead and profit. Hourly rates will be in accordance with the following schedule:

| <u>EMPLOYEE/SERVICE DESCRIPTION</u> | <u>RATE</u> |
|-------------------------------------|-------------|
| Project Manager                     | \$230       |
| Engineering Manager                 | \$185       |
| Senior Process Engineer             | \$260       |
| Process QC Specialist               | \$200       |
| Project Engineer                    | \$165       |
| Design Engineer                     | \$140       |
| Sr. CAD / GIS Technician            | \$150       |
| CAD / GIS Technician                | \$135       |
| Project Assistant                   | \$105       |

The employee hourly rates above are valid between January 1, 2021 and December 31, 2021. After that time, updated rates with justification for the adjustments may be submitted to the CITY for approval. Adjustment of the rates will be permitted only once each subsequent calendar year. If the CITY does not approve the rates, the Agreement may be terminated for convenience.

2. Payment for reimbursable costs, as authorized by the CITY, will be invoiced at cost. These items may include, but are not limited to: shipping charges; in-house printing services; special supplies not furnished by the CITY; or traveling and lodging expenses, as required, to perform project management, design and design services during construction. Mileage for travel will be billed at the IRS business rate per mile for automobile transportation.

CITY OF FORT WAYNE, INDIANA

Donohue & Associates, 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: See attached \_\_\_\_\_ %

Name: \_\_\_\_\_ %

## Vendor Disclosure Statement

### Section 1: Disclosure of Financial Interest in Vendor as of 02/24/21 Questions a, b, and c

| Last Name | Middle Initial | First Name | Address                | City      | State | Zip Code | Stock Ownership Percentage |
|-----------|----------------|------------|------------------------|-----------|-------|----------|----------------------------|
| Scheiber  | A              | Barbara    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 10.9%                      |
| Buss      | M              | Randall    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 10.9%                      |
| Brunner   | W              | Craig      | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 10.9%                      |
| BerktoId  | A              | Josef      | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.4%                       |
| Gerbitz   | W              | Michael    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 10.9%                      |

**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

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- 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  X

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

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**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).

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See attached

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

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

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**Section 3: Disclosure of other Contract and Procurement Related Information as of 02/24/21**

**Question a**

| Contract Name  | Purchase Order Number | Contract Date | City Contact      |
|--|-----------------------|---------------|-------------------|
| Wet Weather Pump Station Addition of Pumps #5 & #6                       | 16905091-000          | 08/23/16      | Zach Schortgen    |
| Design Services-Three Rivers Filtration Plant High Service Pump VFD Impr | 18905136-000          | 10/30/18      | Jon Weirick       |
| CSO 054 Equalization Basin   | 19950054-000          | 04/16/19      | Michael Saadeh    |
| WPCP Digester Feed and Withdrawal Piping Improvements                    | 19950127-000          | 10/22/19      | Chris Ravenscroft |
| WPCP Process Capacity Analysis   | Pending               | 12/04/19      | Zach Schortgen    |
| I&C On-Call Services 2020  | WO #66957             | 01/14/20      | Jon Weirick       |
| WPCP/TRFP Proc Inst & Control  | WO #66533             | 01/22/20      | Jon Weirick       |
| 20 year WPCP Capital Plan  | WO #76028             | 02/18/20      | Zach Schortgen    |
| Eng Support Services and Capital Asset Management                        | WO #76811             | 03/03/20      | Jon Weirick       |
| Primaries PLC 0425 Improvements  | WO #76828             | 05/12/20      | Jon Weirick       |
| Chlorine PLC 0730 Improvements   | 20574039              | 07/09/20      | Jon Weirick       |
| Digester Process Improvements  | 20950158              | 07/21/20      | Zach Katter       |
| Chemical Control Room PLC 1 Improvements                                 | 20574041              | 07/27/20      | Christos Kyrou    |
| I&C On-Call Services 2021  | 20950245              | 01/05/21      | Jon Weirick       |

**Question b**

| Bid or Project Number / Amendment | Contract Date | City Contact |
|-----------------------------------|---------------|--------------|
|                                   |               |              |

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

Yes \_\_\_\_\_ No X

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

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

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

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

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

**Section 4: CERTIFICATION OF DISCLOSURES**

**In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:**

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating

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

Donohue + Associates, Inc.  
(Name of Vendor)

3711 Weeden Creek Rd; Shabazzan, WI 5308  
Address  
(920) 208-0296  
Telephone  
rbuss@donohue-associates.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) Randall M Buss Title Senior Vice President  
Signature Randall M Buss Date 02/24/21

**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: May 20, 2021  
To: Common Council Members  
From: Michael Kiestler, Manager, City Utilities Engineering  
RE: **Water Pollution Control Plant Aeration Basin Diffuser Study**  
**Res. /W.O. #: 76929**

*Michael Kiestler*  
5.20.2021

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. Water Pollution Control Plant Aeration Basin Diffuser Study and develop a basis of design along with preliminary design drawing, guiding the City in the best options to optimize energy and oxygen use in the aeration basins.

Implications of not being approved: The aeration basins perform biological nutrient removal in order to meet the NPDES discharge permit. The air the nutrient ratio is critical to develop the correct conditions for this to take place. The aeration process is the most energy intense process at the Plant. This study will develop the best solutions to limit energy use and most effectively meet the removal requirements for the discharge permit.

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 5 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. Three 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 Donohue & Associates, 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 May 18, 2021.

The cost of said project funded by Sewer State Revolving Funds

Council Introduction Date: May 25, 2021

CC: BOW  
Matthew Wirtz  
Jill Helfich  
File

**REPORT OF COMMITTEE ON CITY UTILITIES**

**June 8, 2021**

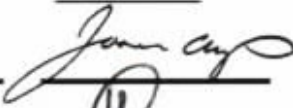
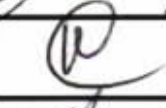
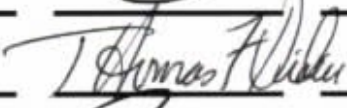


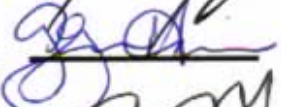
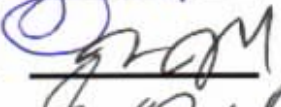
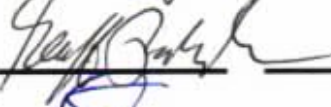

**Thomas Didier Chair**

**Michelle Chambers Co-Chair**

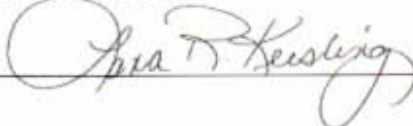
**All Council Members**

An Ordinance approving Professional Engineering Services Agreement – Water Pollution Control Plant Aeration Basin Diffuser Study – Resolution/Work Order #76929 - between Donohue & Associates, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works – *Involving a total cost of \$135,340.00*

**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

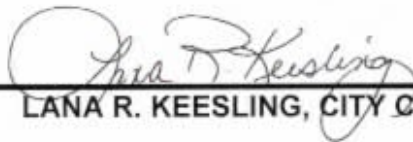
Read the first time in full and on motion by Councilperson Didier.

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: June 8, 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-21-05-23 on the 8th day of June, 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 9th of June 2021, at the hour of 11:50 o'clock A.M. E.S.T.




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LANA R. KEESLING, CITY CLERK

Approved and signed by me this 9<sup>th</sup> day of June 2021, at the hour of 2:00 o'clock PM E.S.T.




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THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA  
**RECEIVED**  
 JUN 09 2021  
 LANA R. KEESLING  
 CITY CLERK