

AN ORDINANCE approving WPCP HEADWORKS BIOTRICKLING FILTER - RES. #2358-2010, W.O. #75510 between MASON ENGINEERING AND CONSTRUCTION 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 WPCP HEADWORKS BIOTRICKLING FILTER - RES. #2358-2010, W.O. #75510 by and between MASON ENGINEERING AND CONSTRUCTION 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

the purpose of this project is to provide a Biotrickling Filter to capture and treat hydrogen sulfide emissions at the Water Pollution Control Plant. The improvements include: Biotrickling Filter system, FRP fume exhauster, FRP and stainless steel ductwork, dampers, channel covers, concrete pad, sidewalk, process piping, valves, concrete, electrical, control, and instrumentation, all to make a functional treatment system:

involving a total cost of FOUR HUNDRED FIFTY-FOUR THOUSAND, EIGHT HUNDRED THIRTY-NINE AND 00/100 DOLLARS - (\$454,839.00). A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

Interoffice Memo

Date: **September 21, 2011**
To: **Common Council Members**
From: **Zach Schortgen / City Utilities Engineering**
RE: **WPCP Headworks Biotrickling Filter
Res. #2358-2010, W.O. #75510**

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "WPCP Headworks Biotrickling Filter "as follows: **The purpose of this project is to provide a Biotrickling Filter to capture and treat hydrogen sulfide emissions at the Water Pollution Control Plant. The improvements include: Biotrickling Filter system, FRP fume exhauster, FRP and stainless steel ductwork, dampers, channel covers, concrete pad, sidewalk, process piping, valves, concrete, electrical, control, and instrumentation, all to make a functional treatment system.**

Implications of not being approved:

Hydrogen Sulfide (H₂S) is a common component in untreated sewage. H₂S gas can escape from the sewage during turbulent or mixing processes as it flows through the plant. Even at very low concentrations, H₂S gas is corrosive to metals and will deteriorate equipment and wiring. If delayed or not approved the City will risk damage to electrical components, equipment, and infrastructure in and around the Headworks Facility at the Water Pollution Control Plant.

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

This project was advertised to contractors on July 22, 2011, July 29, 2011 in the Journal Gazette and the News Sentinel and July 27, 2011 in Front Illustrated, Inc..

The contract for Resolution # 2358-2010 awarded to Mason Engineering and Construction for \$454,839.00 was the lowest most responsive bidder of 3 bidders and 19% below the Engineer's estimate of \$564,600.00. The second lowest bidder was \$161.00 above Mason Engineering & Construction's bid.

The cost of said project funded by: 2011 SRF Sewer Bond.

Council Introduction Date: **September 27, 2011**

CC: BOW
Matthew Wirtz
Diane Brown
Chrono

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

Resolution 2358-2010

Work Order 75510

THIS AGREEMENT is by and between the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called OWNER) and **Mason Engineering** OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a Biotrickling Filter system to capture and treat hydrogen sulfide emissions at the Water Pollution Control Plant. The improvements include: Biotrickling Filter system, FRP fume exhauster, FRP and stainless steel ductwork, dampers, channel covers, concrete pad, sidewalk, process piping, valves, concrete, electrical, control, and instrumentation, all to make a functional treatment system.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

WPCP Headworks Biotrickling Filter

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Fleis & Vandenbrink Engineering, Inc., Fort Wayne, Indiana, who is herein after called Designer. Throughout these Contract Documents, the term ENGINEER is used. ENGINEER is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. OWNER will advise CONTRACTOR prior to issuance of Notice to Proceed as to who will serve as ENGINEER.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

AGREEMENT
00 52 00-1

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within **238** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **357** days after the date when the Contract Times commence to run.
- B. Definitions of Substantial Completion for this **Work shall consist of All work completed, including Functional testing and Operator Training as defined within the contract documents.**

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$500.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$500.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following Contract Price Schedule:

BID SCHEDULE					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WPCP Headworks Biotrickling Filter Project	1	Lump Sum	\$404,839.00	\$404,839.00
2	Allowance, per Section 01 21 00	1	Lump Sum	\$50,000.00	\$50,000.00
TOTAL BID				\$	454,839.00

Four Hundred Fifty Four Thousand, Eight Hundred Thirty Nine Dollars and Zero Cents
\$454,839.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. ENGINEER will process Applications for Payment as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 30 days of receipt during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95 % of Work completed (with the balance being retainage); and
 - b. 95 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- C. MBE/WBE. Good Faith Deposit.
 1. The Board will retain 5% of the total owing to insure CONTRACTOR'S compliance with the MBE/WBE Rider attached to this contract. Payments to the CONTRACTOR are not to exceed 95% of the total contract amount until the OWNER has verified the CONTRACTOR has made good faith efforts to attain the MBE/WBE goal stipulated in the MBE/WBE Rider attached hereto.
- D. Escrow Agreement.
 1. If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement unless written notice is received from CONTRACTOR prior to execution of the Agreement stating that an Escrow Account is not desired. If an Escrow Account is not desired, then the Board of Public Works, in accordance with IC 36-1-12-14, shall hold the retainage and will not pay interest on the amounts of retainage that it holds.

6.03 Final Payment

- I. CONTRACTOR has given DESIGN MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof provided by DESIGN MANAGER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. In connection with the performance of Work under this Contract, CONTRACTOR agrees to comply with Anti-Discrimination Under Indiana Code Chapter 5-16-6-1 and be bound by Chapter 93.036, of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. CONTRACTOR shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to 00 52 00-8, inclusive);
 - 2. M.B.E / W.B.E. Rider (pages 00 54 34-1 to 00 54 34-2, inclusively);
 - 3. Escrow Account Agreement (pages 00 54 43-1 to 00 54 43-3, inclusive);
 - 4. Performance Bond Form (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive);
 - 5. Payment Bond Form(pages 00 61 13.16-1 to 00 61 13.16-2, inclusive);
 - 6. Guaranty Bond Form(pages 00 61 31-1 to 00 61 31-2, inclusive);
 - 7. General Conditions (pages 00 72 00-1 to 00 72 00-41, inclusive);
 - 8. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-9, inclusive);
 - 9. Specifications (as listed in the T.O.C. of the Project Manual.)
 - 10. Federal Wage Rate Requirements (pages 1-38, inclusive);
 - 11. Drawings consisting of 15, inclusive, with each sheet bearing the following general title: WPCP Headworks Biotrickling Filter);
 - 12. Addenda (numbers 1 to 5, inclusive);
 - 13. Documentation submitted by CONTRACTOR prior to Notice of Award (inclusive)
 - 14. Attachments to this Agreement (enumerated as follows);
 - a. CONTRACTOR's Bid Schedule (page 00 41 00-3);
 - 15. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed;
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Order(s)
- B. The documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the Contract within 85 days after the date of the bid opening, then the Contractor shall not be bound to the Contract unless he/she/it elects to be so bound.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement (Contract/Resolution Number **2358-2010**) in triplicate. Two counterparts have been delivered to OWNER, and one counterpart delivered to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

CONTRACTOR:

MASON ENGINEERING

BY: Brian S. Panzer
Brian S. Panzer, Vice President

OWNER:

CITY OF FORT WAYNE

BY: _____
THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: _____
REGINA A. KOSTOFF, CHAIR

BY: _____
JOHN SUAREZ, MEMBER

BY: _____
KUMAR MENON, MEMBER

ATTEST: _____
VICTORIA GUERRERO, CLERK

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 15th day of September, 2011, personally appeared the within named Brian S. Panzer who under penalty of perjury says that he is the Vice President of Mason Engineering and Construction, Inc. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of said Contractor for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

April Marie Beber
Notary Public

April Marie Beber
Printed Name of Notary

My Commission Expires: April 12, 2013

Resident of Allen County

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, _____, personally appeared the within named Thomas C. Henry, Regina A. Kostoff, John Suarez, Kumar Menon and Victoria Guerrero, by me personally known, who being by me duly sworn said that they are respectively the **Mayor** of the **City of Fort Wayne**, and **Chairman, Members, and Clerk** of the Board of Public Works of the **City of Fort Wayne, Indiana**, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said **City** for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County

M.B.E./W.B.E. RIDER
FOR FEDERALLY-FUNDED PROJECTS THROUGH THE CITY OF FORT WAYNE

THIS AGREEMENT made and entered into by and between the **CITY OF FORT WAYNE**, hereinafter referred to as **OWNER** and **Mason Engineering**, hereinafter referred to as **CONTRACTOR**,

WITNESSETH:

WHEREAS, the **CONTRACTOR** is the apparent low bidder on construction project commonly referred to as **the WPCP Headworks Biotrickling Filter**, which project was bid under **RESOLUTION NUMBER 2358-2010**; and

WHEREAS, **CONTRACTOR** agrees that the goal for qualified Minority-owned Business Enterprises or Women-owned Business Enterprises, hereinafter sometimes referred to as "**M.B.E.'S/W.B.E.'S**" as subcontractors on this project is **12% (7% MBE, 5% WBE)** of the contract amount;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. **Conditional Award** - Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, **OWNER** awards the construction contract to the **CONTRACTOR**.
2. **MBE/WBE. Retainage requirements** - If the **CONTRACTOR** is in compliance with the provisions of the construction contract to which this Rider is attached, the **OWNER** will make payments for such work performed and completed. However, in any such case, the **OWNER** will retain **five percent (5%)** of the total amount owing to insure satisfactory completion of the contract and to insure **CONTRACTOR'S** compliance with this MBE/WBE Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the **CONTRACTOR** has made a good faith effort to subcontract **12% (7% MBE, 5% WBE)** of the contract amount to Minority/Women business enterprises, the **CONTRACTOR** will be paid in full. In the event there is a determination that good faith compliance with this MBE/WBE Rider has not occurred, appropriate reduction in the final payment pursuant to Paragraph 6 of this MBE/WBE Rider will be made.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the **CONTRACTOR** are not to exceed 95% of the total contract amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the MBE/WBE goal stipulated in this MBE/WBE Rider. Payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with this MBE/WBE Rider, and subject to reduction in the event of non-compliance as provided in Paragraph 6 of this MBE/WBE Rider.

3. **Request for Waiver** - If, at the time final payment application is made, **CONTRACTOR** has not attained the **eleven 12% (7% MBE, 5% WBE)** goal, **CONTRACTOR** shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by **CONTRACTOR** to attain the **12% (7% MBE, 5% WBE)** goal.

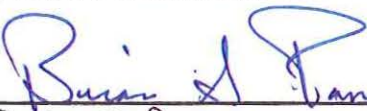
4. **Determination of Waiver Requests** - The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if **CONTRACTOR'S** efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
5. **Good Faith Per Se** - In any case, a **CONTRACTOR** shall be deemed to have made good faith efforts at compliance where MBE/WBE's have subcontracted for every sub-contract for which there are qualified MBE/WBE's available.
6. **Consequence of noncompliance** - In the event the Board of Public Works approves a recommendation that **CONTRACTOR** failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 5% and the percentage level met. Said amount shall be added to the City of Fort Wayne MBE/WBE Guarantee Fund and **CONTRACTOR** agrees to accept the reduced amount as full payment under the terms of his/her contract.
7. **Waiver approved** - In the event the Board of Public Works determines that a good faith effort to comply with this MBE/WBE Rider has been made, the contract shall not be reduced, and the balance owing to the **CONTRACTOR** shall be paid in full.

IN WITNESS WHEREOF, the parties have executed the MBE/WBE. Rider this _____ day of _____, 2011.

CONTRACTOR

MASON ENGINEERING

BY: _____


Brian S. Panzer, Vice President

BOARD OF PUBLIC WORKS

Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST:

Victoria Guerrero, Clerk

PROJECT:		WPCP Headworks Biotrickling Filter									
Resolution#:		2358-2010									
Work Order#:		75510									
Project Designer		Fleis & Vandenbrink									
Project Manager		Zach Schortgen, P.E.									
Construction Manager		TBD									
Bid Date: (Quote Date)		August 24, 2011									
Funding:		2011 SRF Sewer Bond									
BID				Engineer's Estimate		Mason Engineering		Robert E. Crosby Inc.		Gerig-Ottenweller	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	WPCP Headworks Biotrickling Filter Project	1	LS	\$514,600.00	\$ 514,600.00	\$404,839.00	\$ 404,839.00	\$ 405,000.00	\$ 405,000.00	\$ 513,000.00	\$ 513,000.00
2	Allowance, per Section 01 21 00	1	LS	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID					\$ 564,600.00		\$ 454,839.00		\$ 455,000.00		\$ 563,000.00
Form 96							x		x		x
Non-Collusion Affidavit							x		x		x
Cert In Lieu/Financial Statement							x		x		x
Bidder's Bond							x		x		x
M.B.E./W.B.E Declaration Form							x		x		x
Addendum No.1							x		x		x
Addendum No.2							x		x		x
Addendum No 3							x		x		x
Addendum No.4							x		x		x
Addendum No.5							x		x		x

CITY OF FORT WAYNE, INDIANA

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTERESTS;
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 \$25,000 or more. Vendors shall disclose the 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 of an award of contract by the City. This Disclosure Statement must be completed and submitted together with 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 Section 1 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 3) ☐

Name: Daniel Mason

Name: _____

Address: 5415 Rothermere Dr Fort Wayne

Address: _____

IN 46835

- 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 dollar value and percentage of ownership interest in Vendor (or its parent): dollar value: \$ _____ ownership interest: 100 %

Section 2. Disclosure of Potential Conflicts of Interest

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, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes _____ No. X
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes _____ No. X
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes _____ No X

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
 Fort Wayne Flocculator Contract Signed March 9, 2011
 Resolution # 2287-2010 Contact: Zach Schortgen
 W.O. # 65919
- c. 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).

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:

- 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;
- 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;
- 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;
- 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;

- e. Vendor has read, understands and shall comply with the applicable requirements of the City of Fort Wayne, Indiana Ethics Ordinance; and
- f. 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.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Mason Engineering and Construction
(Name of Vendor) Inc.

5720 Huguenard Road, Fort Wayne, IN
Address 46818
(260) 497-8701
Telephone
dmason@masonec.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) Daniel R. Mason Title President
Signature Daniel R. Mason Date 8/24/11

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