

BILL NO. S-12-01-29

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONTRACT TITLE:
DIGESTER #5 IMPROVEMENTS - DESIGN -
RES. #2401-2011, W.O. #75637 between
DONOHUE AND ASSOCIATES 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 CONTRACT TITLE: DIGESTER #5
IMPROVEMENTS - DESIGN - RES. #2401-2011, W.O. #75637 by and
between DONOHUE AND ASSOCIATES 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 that include: preliminary
design, final design, permitting assistance, development of
plans and specifications, submittal of 100% complete
bidding documents, and bidding phase services:

involving a total cost not to exceed TWO HUNDRED TWELVE THOUSAND,
FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS - (\$212,551.00). 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

PROFESSIONAL SERVICES AGREEMENT

**WATER POLLUTION CONTROL PLAN
DIGESTER #5 UPGRADES – DESIGN
("PROJECT")**

CITY OF FORT WAYNE UTILITIES

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
Citizens Square, Suite 240
200 East Berry Street
Fort Wayne, IN 46802

and

DONOHUE & ASSOCIATES, INC. ("ENGINEER")
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

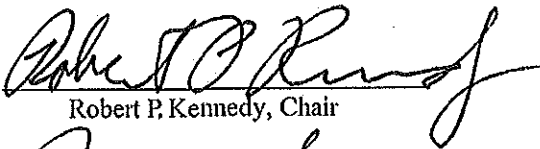
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services") and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER will be authorized to commence the Services upon execution of this Agreement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

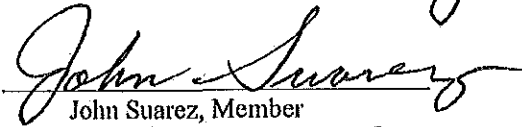
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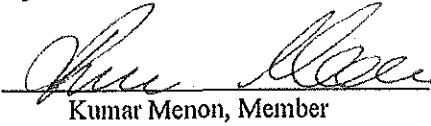
APPROVED FOR CITY

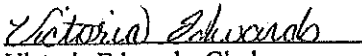
CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

BY: 
John Suarez, Member

BY: 
Kumar Menon, Member

ATTEST: 
Victoria Edwards, Clerk

DATE: January 18, 2012

APPROVED as to form and legality.

APPROVED FOR DONOHUE & ASSOCIATES, INC.

BY: 
Larry E. Teunissen, President

DATE: 1-13-12

PART I SERVICES

A. GENERAL

ENGINEER will provide professional engineering services as the Designer of the Water Pollution Control Plant (WPCP) Digester #5 Upgrades. This Agreement includes engineering services for design and bidding of the WPCP Digester #5 Upgrades. The design and bidding Services will include serving as the CITY's professional representative providing professional engineering consultation and advice, and furnishing process-mechanical, instrumentation and control, electrical, and structural engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Digester #5 is an existing anaerobic digestion facility requiring upgrades. The Base Design shall include provision of a new gasholder cover, jet mixing system, and gas handling equipment, as well as new sludge pumping equipment and associated piping, electrical and instrumentation and control systems. Work will include structural modification to Digester #5 and improvements to the adjacent tunnel crack repair and coating. The design will also include documents to require the contractor to clean Digester #5 and dewater and dispose of its contents to landfill; cleaning is required to complete the work described above.

The PROJECT will be similar to an earlier completed project at Digester #6. ENGINEER will design PROJECT using earlier project's equipment specifications, and must take separate, ongoing digester facility modifications into consideration. These ongoing modifications include the Digester Gas Handling Improvements Project and the Digester Electrical Building and Structural Upgrades Project.

Construction document preparation shall include task sequencing and constraints to keep plant operations safely functional during construction.

In addition to the Base Design work described above, other PROJECT work will include the following:

- Preliminary engineering and design of piping, valves, and instrumentation necessary to completely automate digester sludge feed and digester sludge withdrawal.
- Preliminary engineering and design of facilities necessary to feed high strength waste into any of the six digesters. Existing facilities allow feeding of high strength waste to Digester #2 only.
- Abandonment or removal of the existing small gas holder located just east and south of the digester complex.
- Preliminary engineering and design of permanent infrastructure improvements to accommodate future cleaning of all digesters. It is anticipated that these improvements will primarily consist of valves and piping.
- Review and design modifications necessary for proper operation of Digester #6 mixing pump flow control valve.
- Digester Priority and Sequencing Workshop: Prepare for and conduct a workshop that will prioritize and reset the sequence for the remaining digester upgrades and cleaning, including necessary upgrades to digesters 1-4, boilers, gas handling equipment, and other upgrades that were outlined in previous studies.

C. SCOPE OF WORK

Services to be provided by ENGINEER under this Agreement are as follows:

1. Design Phase Services - General

- a. The Design Phase will include design development, preparation of construction contract documents including drawings, specifications, construction sequences and constraints, and other documents necessary for agency review and approval and for bidding and construction of the Digester #5 Upgrades. The Design Phase will also include preparation of an opinion of probable construction cost.
- b. The Design Phase will also include preparation of technical memoranda to document preliminary engineering for automation of sludge feed and withdrawal, high strength waste feed, infrastructure improvements for digester cleaning, and the results of the digester priority and sequencing workshop.
- c. Assign Gary Cressey, P.E., as Project Manager/Project Engineer authorized to act as ENGINEER's representative for the PROJECT.
- d. Conduct Design Phase workshops in Fort Wayne. Present and discuss results of design work with the CITY to obtain decisions and further direction on the progress of work to be performed. Provide workshop notes documenting important points of discussion, decisions made, and assign responsibility to tasks as appropriate. Distribute notes to attendees within seven (7) days of workshop for review and comment and then issue final notes as required.
- e. Provide monthly progress reports to the CITY to document services performed and schedule status. The topics of the monthly report will include: PROJECT Headlines, Schedule, Budget, Key Activities, and Technical Issues. This will be performed as part of the monthly PROJECT invoicing process.
- f. Request from the CITY and review record drawings, files, and other existing system documents appropriate for design purposes.
- g. Conduct site visits to obtain information necessary for design purposes.
- h. Design will include demolition and removal work, process-mechanical systems, structural improvements to existing structures, electrical power distribution, and instrumentation and process control systems.
- i. The instrumentation and process control systems for the base design will have the same amount of automation that was provided for Digester #6.
- j. Special process control system requirements that will be included in the design include the following:
 - 1) The CITY will solicit bids from pre-qualified firms for providing process instrumentation and control work during construction including system integration and programming. ENGINEER shall prepare bidding documents that name the CITY-selected system supplier and the price for the process instrumentation and control work.
 - 2) Prepare a description of the Digester #5 Upgrades PLC system functionality. The description shall include flow charts and narrative. The flow charts and narrative shall be to the level of detail prepared for the City of Fort Wayne WPCP Additional Raw Wastewater Pumps and Secondary Clarifier Hydraulic Improvements project.
- k. Prepare Bidding and Contract Documents for the Digester #5 Upgrades. The documents will be prepared for construction by a single prime Contractor.

- l. Prepare the Division 0 documents based on the 2002 edition of documents prepared by the Engineer's Joint Contract Documents Committee (EJCDC) and will incorporate CITY-specific provisions.
 - m. Specifications will be prepared in general conformance with the MasterFormat, 2004 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). ENGINEER's master specifications will be the basis for preparing the PROJECT specifications. Titles and specification numbering will be reviewed and shall adhere to the CITY's Master Specification list developed at the time of beginning the 90 Percent Design Phase.
 - n. Division 0 documents and specifications will be prepared with Microsoft Word 2007 or greater.
 - o. Drawings will be prepared for production in two sizes: 22" x 34" full-scale and 11" x 17" reduced-scale. Drawings will be prepared in AutoCAD format. Bentley Autoplant Piping, a third-party AutoCAD application, will be used for 3D piping system design.
 - p. Perform quality reviews throughout the duration of the PROJECT.
2. 30 Percent Design Phase
- a. Perform preliminary engineering and prepare technical memoranda for automation of sludge feed and withdrawal, high strength waste feed, and infrastructure improvements for digester cleaning.
 - b. Perform digester priorities and sequencing evaluation and prepare technical memorandum.
 - c. Develop preliminary design drawings: P&IDs, removal drawings, process-mechanical drawings.
 - d. Prepare preliminary Table of Contents for Contract Specifications.
 - e. Prepare 30 Percent Design opinion of probable construction cost.
 - f. Submit 30 Percent Design Phase documents to the CITY for review.
 - g. Conduct and participate in the following 30 Percent Design Phase workshops:
 - 1) Conduct 30 Percent Design Kickoff Workshop
 - 2) Conduct 30 Percent Review Workshop to review preliminary engineering technical memoranda and preliminary drawings
 - h. Submit written responses to CITY written review comments.
3. 60 Percent Design Phase
- a. Develop design and prepare 60 Percent Design Bidding and Contract Documents including drawings, specifications, construction sequences and constraints, and other supporting documents for CITY review.
 - b. Prepare 60 Percent Design opinion of probable construction cost.
 - c. Submit 60 Percent Design Phase documents to the CITY for review.
 - d. Conduct and participate in the following 60 Percent Design Phase workshops:
 - 1) Conduct 60 Percent Design PLC Functionality Workshop
 - 2) Conduct 60 Percent Review Workshop
 - e. Submit written responses to CITY written review comments.

4. 90 Percent Design Phase

- a. Prepare 90 Percent Design Bidding and Contract Documents including drawings, specifications, construction sequences and constraints, and other supporting documents for CITY and agency review.
- b. Prepare 90 Percent Design opinion of probable construction cost.
- c. Submit 90 Percent Design Phase documents to the CITY for review.
- d. Submit written responses to CITY written review comments.
- f. Conduct and participate in the following 90 Percent Design Phase workshops:
 - 1) Conduct 90 Percent Design PLC Functionality Workshop
 - 2) Conduct Final Review Workshop after submittal of 90 Percent Design Phase documents.
- e. Perform final ENGINEER quality control review.
- f. Revise the Bidding and Contract Documents to incorporate resolution of CITY and ENGINEER review comments.
- g. Submit PDF files of Bidding and Contract Documents ready for advertisement for Bids.

5. Bidding Phase Services

- a. Bid the PROJECT in cooperation with the CITY and the Engineer during construction. ENGINEER will print bid sets. The CITY will distribute bid sets to bidders, maintain the bidders list, and distribute addenda as required.
- b. Attend and participate in a pre-bid conference with the CITY and the Engineer. The pre-bid conference will be conducted by the Engineer.
- c. Respond to bidding questions.
- d. Prepare addenda as required.
- e. Review bids as requested by the CITY and the Engineer.
- f. Assist the CITY and the Engineer with their preparation of the Agreement for the successful bidder.
- g. Prepare Conformed Contract Documents (plans and specifications) incorporating all issued addenda after execution of the construction Agreement between the CITY and the Contractor.

6. Deliverables

- a. 30 Percent Design Phase:
 - 1) Preliminary engineering technical memoranda (TM) for automation of sludge feed and withdrawal, high strength waste feed, and infrastructure improvements for digester cleaning. (5 paper copies each TM, 1 electronic copy each TM – Word, PDF, and AutoCAD format).
 - 2) Digester Priorities and Sequencing TM. (5 paper copies each TM, 1 electronic copy each TM – Word and Excel format).

- 3) Preliminary drawings (5 paper copies, 11" x 17" drawings, 1 electronic copy – PDF and AutoCAD format).
 - 4) Preliminary Table of Content for Contract Specifications (5 paper copies, 1 electronic copy – Word format).
 - 5) Opinion of Probable Construction Cost (1 paper copy of complete estimate, 1 electronic copy – Excel format).
- b. 60 Percent Design Phase:
- 1) Bidding and Contract Documents (12 paper copies, 11" x 17" drawings, 1 electronic copy – Word, PDF, and AutoCAD format) ready for CITY review.
 - 2) Opinion of Probable Construction Cost (1 paper copy of complete estimate, 1 electronic copy – Excel format)
- c. 90 Percent Design Phase:
- 1) Bidding and Contract Documents (12 paper copies, 11" x 17" drawings, 1 electronic copy – Word, PDF, and AutoCAD format) ready for CITY review.
 - 2) Opinion of Probable Construction Cost (1 paper copy of complete estimate, 1 electronic copy – Excel format).
- d. Workshop Handouts (paper copies as required)
- e. Workshop Notes (1 electronic copy – Microsoft Word format)
- f. Written response to written review comments (1 electronic copy – Microsoft Word format)
- g. Monthly Progress Reports (1 paper copy each)
- h. Bidding Phase Documents:
- 1) 20 paper copies of Bidding and Contract Documents ready for printing and advertisement for Bids.
 - 2) Electronic files of Bidding and Contract Documents. Drawings will be in AutoCAD and PDF format. Specifications will be in Microsoft Word format.
 - 3) 15 paper copies of Conformed Contract Documents ready for printing and advertisement for Bids.
 - 4) Electronic files of Conformed Contract Documents. Drawings will be in AutoCAD and PDF format. Specifications will be in Microsoft Word format.

D. PROJECT TIMING AND SCHEDULE

1. ENGINEER will be authorized to proceed with Services upon execution of this Agreement. The schedule for completion of key activities is as follows:

02/17/12	Authorization to Proceed
03/01/12	30 Percent Design Kickoff – Workshop 1
04/30/12	Deliver 30 Percent Design Phase Documents
05/03/12	30 Percent Review – Workshop 2
05/04/12	Begin 60 Percent Design
06/23/12	Deliver 60 Percent Design Plans and Specs

06/26/12 60 Percent Design PLC Functionality – Workshop 3
 06/26/12 60 Percent Design Review – Workshop 4
 06/27/12 Begin 90 Percent Design
 06/29/12 CITY written 60 Percent Design review comments
 07/19/12 90 Percent Design PLC Functionality – Workshop 5
 07/27/12 Deliver 90 Percent Design Plans and Specs
 08/02/12 90 Percent Design Review – Workshop 6
 08/10/12 City written 90 Percent Design review comments
 09/07/12 Resolve 90 Percent Design review comments
 09/28/12 Deliver 100 Percent Design Plans and Specs

PART II CITY'S RESPONSIBILITIES

The CITY will, at its expense, do the following in a timely manner:

1. Assign a person authorized to act as the CITY's representative for the PROJECT.
2. Make available to ENGINEER documentation applicable to the work on this PROJECT.
3. Make available to ENGINEER access to the site.
4. Respond to requests for information and clarification by ENGINEER.

PART III COMPENSATION

A. COMPENSATION

1. Compensation for Services performed in accordance with Part I – Services of this Agreement will be on a time and expense not-to-exceed basis in accordance with standard billing rates in effect at the time the Services are performed.
2. The total Compensation for Services will not exceed \$212,551 without written approval from the CITY based on the following distribution of Compensation:

Design Phase Services	\$ 182,806
Bidding Phase Services	\$ 14,745
City-Controlled Contingency	\$ 15,000

3. Except for any CITY-Controlled Contingency, ENGINEER may alter the distribution of Compensation between individual phases to be consistent with Services actually provided. Any CITY-Controlled Contingency amount is for unforeseen services that may be necessary and must be authorized by the CITY.
4. The total Compensation for ENGINEER's Services includes all labor, overhead, profit, reimbursable expenses, and ENGINEER's consultant's charges.

5. The total Compensation is conditioned on the time to complete the Services not exceeding that identified in Part I -- Services of this Agreement. Should the time to complete the Services be extended beyond this period, the total compensation to ENGINEER will be appropriately adjusted.
6. ENGINEER will notify CITY if PROJECT scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from CITY.

B. BILLING AND PAYMENT

1. Timing/Format

- a. ENGINEER will invoice the CITY monthly for Services completed at the time of billing. Such invoices will be prepared in a form and supported by documentation as the CITY may reasonably require.
- b. CITY will pay ENGINEER within 30 days of receipt of invoice.

2. Billing Records

- a. ENGINEER will 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
Citizens Square, 200 East Berry Street, Suite 490
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.

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 inure 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.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all work undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:
<http://www.cityoffortwayne.org/index.php/content/view/full/14941566/>

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the work undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the City, ENGINEER shall provide the City with complete copies of such documents, records and other information at no cost to the City. The copies shall be provided to the City on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the City

CITY OF FORT WAYNE, INDIANA

Donohue & Associates
(Vendor Name)

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 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) ☐

See attached

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: _____ %

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

Vendor Disclosure Statement

Section 1: Disclosure of Financial Interest in Vendor as of 01/18/12

Questions a, b, and c

Last Name	Middle Initial	First Name	Address	City	State	Zip Code	Stock Ownership Percentage
Nevers	S	Edward	3311 Weeden Creek Road	Sheboygan	WI	53081	10.7%
Scheiber	A	Barbara	3311 Weeden Creek Road	Sheboygan	WI	53081	7.8%
Buss	M	Randall	3311 Weeden Creek Road	Sheboygan	WI	53081	7.3%
Jensen	R	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	7.3%
Josef	A	Berktoed	3311 Weeden Creek Road	Sheboygan	WI	53081	6.8%

- 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).

See attached

- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X 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).

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;

Section 3: Disclosure of other Contract and Procurement Related Information as of 01/18/12**Question a**

Contract Name	Purchase Order Number	Contract Date	City Contact
Third St. PS Standby Generator Repacking-QC Review Services	W.O. #75122	04/03/07	Doug Fasick
Digester No. 6 Construction Related Services	70905009-000	11/09/07	Bill Maxwell
TRFP West Reservoir Design Improvements	W.O. #65713	10/19/07	Andrew Schipper
WPCP Digester Gas Handling Improvements	90905061-000	04/21/09	Bill Maxwell
WPCP Additional RW PS & Secondary Clarifier Improvements	90905068-000	04/29/09	Andrew Schipper
Combined Sewer PS Improvements Design	W.O. #75449	04/26/10	Andrew Schipper
Combined Sewer PS Improvements Design - Amendment #1		09/22/10	Andrew Schipper
Combined Sewer PS Improvements Design - Amendment #2		03/02/11	Andrew Schipper
Combined Sewer PS Improvements Design - Amendment #3		09/14/11	Andrew Schipper
WPCP and TRFP I&C On-call Services	10905118-000	08/11/10	Andrew Koehl
CSPS & Screenings Bld Imp Designer Serv during Construction	W.O. #75449	06/22/11	Andrew Schipper

Question b

Bid or Project Number / Amendment	Contract Date	City Contact
WPCP Digester No. 5 Upgrades Design and ESDC	Pending	Zack Schortgen

- 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.

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

Donohue + Associates, Inc. 3311 Wenden Creek Rd; Sheboygan, WI 53081
(Name of Vendor) Address
(920) 803-7320
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. Russ Title Business Manager
Signature Randall M. Russ Date 01/18/12

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: **January 18, 2012**
To: Common Council Members
From: Zach Schortgen, Program Manager, City Utilities Engineering
RE: **Contract Title: Digester #5 Improvements - Design
Res. #2401-2011, W.O. #75637**

Consultant Selected: Donohue and Associates

Contract Value: \$212,551.00 (Not to exceed)

The consultant shall provide: Professional engineering services that include, preliminary design, final design, permitting assistance, development of plans and specifications, submittal of 100% complete bidding documents, and bidding phase services.

Project Description: Digester #5 is located in the main campus of the Water Pollution Control Plant on Dwenger Avenue. It is part of an existing anaerobic digestion facility requiring upgrades. Included in this design are provisions for a new gasholder cover, jet mixing system, and gas handling equipment, as well as new sludge pumping equipment, and associated piping, electrical, and instrumentation and control systems. Also included are structural modifications to Digester #5, improvements to the adjacent tunnel cracking and coatings, equipment and control upgrades to digester sludge feed and withdrawal, high strength waste distribution upgrades, abandonment of the existing small has holder, permanent infrastructure improvements to accommodate future cleaning of all digesters, and flow control valve upgrades.

Implications of not being approved:

The Digesters are a critical component for processing wastewater sludge. This improvement project is necessary to provide the plant with digester process capacity, reliability, and efficiency necessary to accommodate overall plant treatment capacity increases as laid out in the Long Term Control Plan. If not approved, the City would be delayed in meeting EPA required deadlines for upgrading the plant capacity to 85mgd per Control Measure #2 of the CSO Long Term Control Plan.

If Prior Approval is being Requested, Justify: n/a

Selection and Approval Process: The consultant was selected through the RFQ process (Request for Qualifications) based on their prior experiences, qualifications, and the specific needs demanded by projects of this size and complexity. The RFQ announcement was sent to over 120 firms and 4 teams submitted statements of qualification. Planning and Design

Services has reviewed the qualifications and finds the not-to-exceed fee to be appropriate for this work. The Board of Public Works approved this agreement on January 18, 2012.

Funding: The Professional Service Agreement (PSA) will be funded by the 2009 State Revolving Fund.

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File