

BILL NO. S-15-05-11

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL
ENGINEERING SERVICES AGREEMENT -
WPCP PROCESS REVIEW AND OPERATIONS
MANUAL UPDATES - RES. #76126, W.O. #76126
between AMERICAN STRUCTUREPOINT, INC.
and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works.

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

SECTION 1. That the PROFESSIONAL ENGINEERING
SERVICES AGREEMENT - WPCP PROCESS REVIEW AND OPERATIONS
MANUAL UPDATES - RES. #76126, W.O. #76126 by and between
AMERICAN STRUCTUREPOINT, INC. 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: Process Review and Operations Manual Updates will
provide services to develop the strategy to optimize, and
maintain overall operations and present this information in a
manner that is accessible and meaningful to WPCP
operators and all users. The operations and maintenance
manual updates consists of services provided by the
Engineer to generate an updated operations manual that
will consist of developing and overall conceptual layout for a
computer-based manual and piloting the concept on a
WPCP treatment process:

involving a total cost of TWO HUNDRED EIGHTY THOUSAND, THREE
HUNDRED TEN AND 00/100 DOLLARS - (\$280,310.00). A copy of said
Contract is on file with the Office of the City Clerk and made available for

1 public inspection, according to law.
2

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

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10 APPROVED AS TO FORM AND LEGALITY

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12 _____
13 Carol Helton, City Attorney
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PROFESSIONAL SERVICES AGREEMENT

("WPCP Process Review and Operations Manual Updates")

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

Attn: Willis R. Conner
American Structurepoint, Inc.
116 East Berry Street
Suite 1515
Fort Wayne, IN 46802

Who agree as follows:

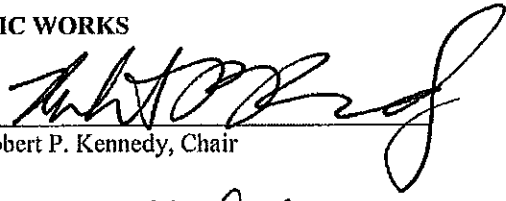
City hereby engages Engineer (American Structurepoint, Inc.) to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services 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

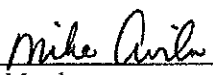
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

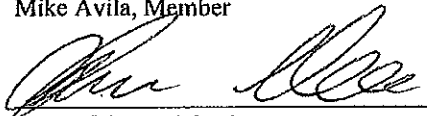
BY:


Robert P. Kennedy, Chair

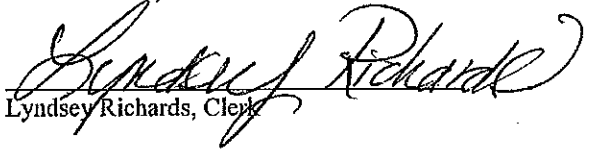
BY:


Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:


Lyndsey Richards, Clerk

DATE:

8/6/15

APPROVED FOR ENGINEER

BY:



DATE:

04/07/2015

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 civil Engineering services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The WPCP Process Review and Operations Manual Updates provides services to 1) understand the role of each unit in the overall process and, subsequently, develop the strategy to optimize, and maintain overall operations and 2) present this information in a manner that is accessible and meaningful to WPCP operators. The operations and maintenance manual update consists of services provided by the Engineer to generate an updated operations manual consists of developing an overall conceptual layout for a computer-based manual, piloting the concept on a single WPCP treatment process and full development of the manual.

C. SCOPE OF WORK

The Engineer shall develop and provide the following services:

Task 1 - Operation & Maintenance Computer-based Interface Concept Development

Engineer will conduct a kickoff meeting with the City after the Notice to Proceed is received. The objective of the kickoff meeting is to:

- A. Establish a project team consisting of American Structurepoint, our subconsultants, and designated City staff (operations, maintenance, IT, engineering, administration, capital planning and project integration). The team will work together throughout the project. It is anticipated that this project team will meet at least monthly to review progress and make project decision.
- B. Review the scope of services.
- C. Establish the communication protocol between the City and American Structurepoint.
- D. Review project schedule.
- E. Review project deliverables.

The scope of services is to develop a conceptual layout/architecture of the O&M manual including, but not be limited to, how information could be stored, linked, and integrated into the O&M manual and the platform used to develop the manual. Conceptually, the proposed O&M manual will provide the functionalities that allow the user to view and/or input the following either in a cascade and/or direct access format:

- A. Process information
 - 1. Overall process will provide the users with an inclusive view of the treatment plant, where everything is located, how each process is connected together and related to each other and their functions, and how they work together to achieve the effluent requirements. Specifically, the user is able to view and/or input the following:
 - a. Process flow diagram
 - b. Hydraulic profile

- c. Design parameters of the treatment plant – influent wastewater characteristics and effluent requirements
- d. Overall process description
- e. Plant layout drawings
- f. Yard piping drawings
- g. Location of control panels, MCCs, HMI/PLCs, operator stations
- h. Electrical layout drawings
- i. Instrumentation and control (P&ID) drawings

2. Individual Process

Allow the user to view the details of each individual process, how it works, what equipment and controls are available, and how it relates to the upstream and downstream processes. Specifically, the user will be able to view and/or input the following:

- a. Process description
- b. Related processes
 - i. Upstream
 - ii. Downstream
 - iii. Subsystem(s)
- c. Equipment layout
- d. Process schematic
- e. Design parameters
- f. Location of piping, valves, gates, and instruments
- g. Location of control panel(s), MCC(s), HMI/PLC, and operator station(s)
- h. Type of controls available
- i. P&ID and loop diagrams
- j. Instruments and calibration procedures
- k. Equipment list
- l. Spare part and special tool list
 - i. Type and number of spare parts available and storage location
 - ii. Type and number of tools available and storage location
- m. Wiring drawings
- n. Operating procedures
 - i. Normal operating procedures
 - ii. Alternate operating procedures
 - iii. Emergency operating procedures
 - iv. Wet weather operating procedures
- o. Process control calculations
- p. Process control parameters and operating range(s)
- q. Process troubleshooting
- r. Maintenance procedures
- s. Safety requirements
- t. Sampling and process monitoring

B. View and input operator daily log.

C. View and input maintenance log.

D. Link to SCADA system, allowing the operator to view the operation status and process control parameters, determine the process control parameter(s), if needed, and compare it with operating range.

- E. Link to CMMS allowing the maintenance staff to view maintenance information and status, and request maintenance and/or instrument calibration.
- F. Safety plan and procedure
 - 1. Personal safety equipment
 - 2. Chemical material safety data sheet (MSDS) and handling procedure
 - 3. Electrical
 - 4. Mechanical
- G. Permit information
- H. Sampling – for permit compliance and for process control
 - 1. Sampling schedule
 - 2. Sampling procedure
 - 3. Testing parameters and procedures
- I. Material purchase request
- J. Operating cost
- K. Maintenance cost
- L. Capital improvement project list
- M. Emergency response plan and procedure

To accomplish the work, the Engineer will:

- 1.1 Develop an overall conceptual layout/architecture of the manual as described above in an outline format.
- 1.2 Conduct a workshop with the City's staff, including operations, maintenance, engineering, IT, administration, capital project integration, and other stakeholders. In the workshop, the Engineer will:
 - a. Demonstrate how the conceptual manual works, how it could be navigated, and what information it could include.
 - b. Discuss and seek the stakeholders' comments on the conceptual layout and what functionality (ies) they would like to include or exclude, or additional functionality (ies) they would like to include.
 - c. Discuss accessibility, i.e., who needs to access what information.
 - d. Discuss with the City their IT's infrastructure including, but not be limited to, architecture, server information, limitation(s) (if any), data storage and backup, database linkage and access, and a potential platform for the O&M manual. It is anticipated that the proposed O&M manual will reside on the City's server. An alternative to house the manual on third party server, such as Cloud, will also be discussed and evaluated.
- 1.3 Review the capabilities of the CMMS system and evaluate the feasibility to utilize it for storing and accessing materials for the O&M manual.
- 1.4 Define desired features that cannot be housed with CMMS, if it can be utilized.
- 1.5 Based on the discussions, evaluate software that will work with the platform selected, provide the functionality needed, and associated hardware that may be required.
- 1.6 Conduct up to two additional workshops with the City to finalize the layout/architecture, platform, and software and hardware of the proposed O&M manual.
- 1.7 Prepare a technical memorandum which will provide a brief summary of the discussions and agreed layout/architectural and platform of the proposed manual.

Deliverables:

1. Three hard copies and one electronic of a technical memorandum briefly summarizing the agreed O&M manual architecture/outline.

Task 2 - Operation & Maintenance Computer-based Interface Pilot Implementation

The Engineer, in conjunction with the City, will select one of the unit processes and develop a pilot/test module. The pilot/test module will include all of the functions/interface of the full system as defined in the agreed manual layout/architecture. Once the pilot/test module is completed, the Engineer will conduct a review meeting with the City to present and demonstrate how the O&M manual works, how to navigate through it, and how each function is linked together. No actual data will be generated for the pilot/test module. Samples will be used for the demonstration. To demonstrate the linkage to other databases, the City is responsible for any modifications they may be needed in those databases. For example, when linking to the CMMS system, the City may need to modify the CMMS to provide a "return" to the O&M manual. The Engineer will update the pilot/test module based on the comments from the City, and it will become the development protocol for the rest of the manual.

Deliverables:

1. An electronic copy of an O&M manual pilot testing module

Task 3 – Process Operations Manual Format

Develop the framework for an electronic Process Operations Manual with an appropriate level of detail to be useful to the end user with content be specific to the WPCP. The Engineer will:

- 3.1 Review existing information.
- 3.2 Develop a conceptual outline/architecture of the process control/operation functionalities and develop the navigation among these functionalities. Conceptually, process control/operation strategies will include procedures for normal operation, alternate operation, and emergency operation that will maintain the performance of the plant for each process and system and include:
 - a. Description of the KPI and the rational for the targeted level.
 - b. Effect of operation changes made in one process may have on other processes or system.
 - c. Level of details for the proposal manual.
- 3.3 Conduct up to two workshops with the City to discuss the needs of the user, the level of details to be included, and to finalize the outline/architecture and functionalities to be included, and the format of the manual.

Deliverables:

1. Three hard copies and one electronic copy of a summary report on process/control strategies.

Task 4 – Process Operations Manual

Generate the Process Operations Manual using the framework developed in Task 3 for all unit processes utilizing the work performed by others.

Based on the agreed level of details and information needed, American Structurepoint will develop the process control/operation strategies unit process/system by unit process/system. Each process operating

strategy will contain step-by-step procedures with control settings, setpoints, valve and gate locations and positions, PLC control settings, and control and monitoring parameters.

- 4.1 Meet with the City's operation and maintenance staff to discuss the current operating and maintenance procedures used, what they want to modify, if any, and what other procedures they need, and field verify the location and numbering of all the equipment, valves, gates, control panels, and instruments.
- 4.2 During the development, review all of the available controls in each unit process/system, field test the draft procedures, and walk through each procedure with the operators before finalization.
- 4.3 After one unit process is completed, we will move on to the next unit process or subsystem until the manual is completed.
- 4.4 Incorporate the electronic OP manual functionalities and procedures into the same electronic O&M manual format.

Deliverables:

- 1, Three hard copies and one electronic copy of the OP manual.

D. SCHEDULE

The project will be completed per attached project schedule. This schedule is based on receiving a Notice to Proceed (NTP) by May 1, 2015 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE

DATE

Task 1 Operation and Maintenance Computer-Based Interface Concept Development
Three Months after NTP

Task 2 Operation and Maintenance Computer-Based Interface Concept Pilot Implementation
Five Months after NTP

Task 3 Process Operation Manual Format Six Months after NTP

Task 4 Process Operation Manual 12 Months after NTP

E. OPTIONAL ADDITIONAL SERVICES

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

- Monitor plant performance during the project to determine whether modification to operating procedure(s) is needed. During the project implementation, access the SCADA system remotely to monitor the performance of the treatment plant. This can provide a real time view of the facility operation and assess any weakness, which may exist under different flow and operating conditions.

- Monitor plant performance as new projects come online and provide recommendation(s) to adjust the operating procedure(s) as needed to maintain performance of the plant. When a new project come online, American Structurepoint can monitor the treatment plant through remote access to the SCADA system and assess the performance under different flow and operating conditions.
- Perform a process model update to improve consistency between unit processes. American Structurepoint can update the process model if inconsistency is found during the process evaluation and optimization.
- Perform a hydraulic model update to improve consistency between unit processes or between process trains.
- Provide a process training class on biological nutrient removal (BNR) and anaerobic digestion.
- Assist the City in the selection and installation of any hardware, and/or perform the installation.
- Update the O&M Manual as new projects come online and provide followup training on the manual.
- Update/modify the SCADA and/or CMMS systems to receive or send information/data from or to the O&M manual.
- Update/modify the operating procedures as new projects come online.
- Provide missing information or update information, if any, that may be required in the O&M manual based on the agreed manual format.
- Perform a short circuit, coordination, and arc flash study for the electrical systems and, if needed, provide arc flash PPE labels.

CONTINGENCY TASKS (but not specifically limited to): The tasks cover unanticipated items that may arise during the implementation of the project that are not included in the scope of work. The scope and fee for these items will be agreed upon with the Engineer before proceeding. Some of the items that may include:

- Populate the O&M manual with all of the information needed.
- Purchase the software and associated licenses.
- Purchase the hardware, if needed.
- Install the hardware, if any, and new communication cable/wiring.
- Upgrade the City's IT infrastructure, if necessary, to achieve the desired function of the O&M Manual.
- Modify/update the SCADA and/or CMMS system to receive or send information/data generated to and from the O&M manual, including generating reports that may be needed for input into the O&M manual for process control calculations.
- Missing information and updating information, if any, that may be required to complete the O&M Manual based on the agreed Basis of O&M Manual Development.
- Arrangement of service provider, if needed.

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

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to Engineer reports, studies, regulatory decisions and similar information as exist relating to the Services that Engineer may utilize for the basis of work but that may require verification with actual conditions. The following information will be provided to the Engineer:

- Existing operation and maintenance manuals
- Existing standard operation procedure manuals, if available
- Process flow diagram(s) and process schematics
- Five years of operation data
- Record drawings
- Equipment data sheet, including pump system curves
- Current NPDES permit
- Safety plan and safety equipment
- Chemical MSDS
- Emergency response plan
- Specifications
- SCADA system documentations, and screen shots
- CMMS documentations and screen shots
- HMI screen shots
- Sampling plan, sampling procedures, and test methods
- Other relevant documents that may be needed

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 Zachary R. Schortgen, 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 actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$ 280,310.00 as summarized in attached Attachment 1.

Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at cost.

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER. 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.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.

2. Billing Records

Engineer shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect

during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent 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 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

Task 1. Operation and Maintenance Computer-Based Interface Concept Development

For Services outlined in Task 1 a not to exceed fee of: \$ 93,250.00

Task 2. Operation and Maintenance Computer-Based Pilot Implementation

For Services outlined in Task 2 a not to exceed fee of: \$ 45,600.00

Task 3. Process Operation Manual Format

For Services outlined in Task 3 a not to exceed fee of: \$ 18,260.00

Task 4. Process Operation Manual

For Services outlined in Task 3 a not to exceed fee of: \$ 98,200.00

Optional Services - As authorized by PM

To be agreed upon on scope and fee

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 : \$ 25,000.00

TOTAL NOT TO EXCEED FEE: \$ 280,310.00

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Principle	\$ 230.00
Project Manager	\$ 185.00
Senior Engineer	\$ 185.00
Project Engineer	\$ 135.00
Staff Engineer	\$ 90.00
Senior IT	\$ 150.00
Administration	\$ 85.00
Senior CADD	\$ 110.00

CITY OF FORT WAYNE, INDIANA

American Structurepoint, Inc.
(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% ☒ (X)
- (ii) Distributable income share exceeding 5% ☐ ()
- (iii) Not Applicable (If N/A, go to Section 2) ☐ ()

Name: Willis R. Conner, President, Owner

Name: Gregory L. Henneke, Executive Vice President, Owner, Secretary/Treasurer

Address: Same for both: 7260 Shadeland Station, Indianapolis, Indiana 46256

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship ☐ stock ☒ (X)
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: see below%

Willis R. Conner: 84.07%
Gregory L. Henneke: 7.79%

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services. Yes _____ No. ☒
- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes _____ No. ☒
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes _____ No. ☒
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years. Yes _____ No. ☒

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

Project	Contract Date	Contract No.	City Contact
Bass Road Watermain Extension Phase 3	4/2/2014	Work Order No. 66188	Matthew A. Wirtz
Fairfield and Ewing Roundabout	8/7/2013	Work Order No. 12285	Shan Gunawardena
Adams Center Road	7/25/2014	Unknown	William Hartman
Construction Phase Services for Effluent Pump Station and Pond 3	5/8/2013	Unknown	Zach Schortgen
State Boulevard	9/2/2009	Unknown	Shan Gunawardena
Adams Center Road	11/2/2011	Work Order No. 75685	Matthew A. Wirtz

- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes ☒ No _____

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

Project	Contract Date	Bid No.	City Contact
RFP 2014-02 (Various Projects)	N/A	N/A	N/A
WPCP Process Review & Operational Manual Updates	N/A	N/A	N/A
Junk Ditch Lift Station	N/A	N/A	N/A

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.

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

American Structurepoint, Inc.
(Name of Vendor)

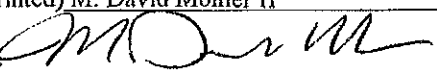
7260 Shadeland Station, Indianapolis, IN 46256
Address
(317) 547-5580
Telephone
dmohler@structurepoint.com
E-Mail Address

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) M. David Mohler II

Title Vice President

Signature



Date 04/07/2015

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 7, 2015
To: Common Council Members
From: Zach Schortgen, City Utilities Engineering
RE: **WPCP Process Review and Operations Manual Updates**
Res. # 76126, W.O. # 76126

Council District # ALL

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, and other customary services incidental thereto.

"WPCP Process Review and Operations Manual Updates" as follows: The Process Review and Operations Manual Updates will provide services to develop the strategy to optimize, and maintain overall operations and present this information in a manner that is accessible and meaningful to WPCP operators and all users. The operations and maintenance manual updates consists of services provided by the Engineer to generate an updated operations manual that will consist of developing and overall conceptual layout for a computer-based manual and piloting the concept on a WPCP treatment process.

Implications of not being approved: With the new capital projects being completed at the WPCP and increasing the maximum plant flow to 85 MGD, it is necessary to provide operational tools to ensure performance and continue to meet NPDES compliance. This project will provide and organize these key tools to monitor, document and control critical plant processes.

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

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal (CSP) process based on their prior experiences and qualifications. The RFQ announcement was sent to over 100 firms, and 2 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. A request for proposals was then developed and sent to all shortlisted firms. Both shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on the RFQ, and RFP's. RFP scoring was based on prior work experiences, qualifications, proposed scope of work and cost. Using this procedure, Utilities Engineering selected American Structurepoint for Tasks 1 and 3 of this project and also finds their not-to-exceed fee to be the best value. The Board of Public Works approved the contract on May 6, 2015.

The cost of said project funded by Sewer Utility.

Council Introduction Date: May 12, 2015

CC: BOW

Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File