

**BILL NO. S-16-04-14**

**SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT - WPCP WET WEATHER PUMP STATION PUMPS #5 & #6 - RES. #76202, w.o. #76202 between DONOHUE & ASSOCIATES, 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 SERVICES AGREEMENT - WPCP WET WEATHER PUMP STATION PUMPS #5 & #6 - RES. #76202, W.O. #76202 by and between DONOHUE & ASSOCIATES, 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 Professional Engineering Consultation and advice, and other customary services incidental thereto for Wet Weather Pump Station Pumps #5 & #6 - will include design, bidding, and designer services during construction for the addition of 2 new pumps, additional mechanical fine screens, HVAC upgrades, electrical power and control systems. These upgrades will increase the station pumping capacity from 530 million gallon per day to approximately 950 million gallons per day:

involving a total cost of not to exceed THREE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED FIFTY AND 00/100 D9OLLARS - (\$358,650.00).

A copy of said Contract is on file with the Office of the City Clerk and made

1 available for public inspection, according to law.  
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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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7 \_\_\_\_\_  
8 Council Member

9 APPROVED AS TO FORM AND LEGALITY  
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12 \_\_\_\_\_  
13 Carol Helton, City Attorney  
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**CITY OF FORT WAYNE, INDIANA**

**Donohue & Associates, Inc.**

**(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 3. CURRENT AND PENDING CONTRACTS OR  
PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☐

Name: See attached Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) \_\_\_\_\_

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):  
ownership interest:

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

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

## Vendor Disclosure Statement

### Section 1: Disclosure of Financial Interest in Vendor as of 03/28/16

Questions a, b, and c

| Last Name | Middle Initial | First Name | Address                | City      | State | Zip Code | Stock Ownership Percentage |
|-----------|----------------|------------|------------------------|-----------|-------|----------|----------------------------|
| Scheiber  | A              | Barbara    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.7%                       |
| Buss      | M              | Randall    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.7%                       |
| Jensen    | R              | Michael    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.1%                       |
| Brunner   | W              | Craig      | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.1%                       |
| BerktoId  | A              | Josef      | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 8.4%                       |
| Gerbitz   | W              | Michael    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 6.5%                       |

**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  

\_\_\_\_\_  
\_\_\_\_\_

- 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  

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Relationship to Member of Immediate Family holding appointive City office currently or in 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 \_\_\_\_\_

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

\_\_\_\_\_  
See attached  
\_\_\_\_\_

**Section 3: Disclosure of other Contract and Procurement Related Information as of 03/28/16****Question a**

| Contract Name                                                            | Purchase Order Number | Contract Date | City Contact    |
|--------------------------------------------------------------------------|-----------------------|---------------|-----------------|
| WPCP Digester No. 5 Upgrades Design and ESDC                             | 12905050-000          | 01/18/12      | Zach Schortgen  |
| Primary and Secondary Treatment Capacity Improvements Design             | 12905068-000          | 07/05/12      | Andrew Schipper |
| West and Southwest Pressure Zone Improvements Controls Design            | 14905064-000          | 04/09/14      | Andrew Schipper |
| On-Call Services for WPCP & Three Rivers Fil Plt Proc I&C Sys            | 15905007-000          | 01/07/15      | Jon Weirick     |
| On-Call Services for WPCP Post Construction Commissioning Support        | 15905023-000          | 02/04/15      | Zach Schortgen  |
| WPCP Chemically Enhanced Primary Treatment Improvement DSDC              | 15905060-000          | 03/04/15      | Zach Schortgen  |
| WPCP Process Review and Operations Manual Updates - Process Optimization | 15905099-000          | 05/06/15      | Zach Schortgen  |
| WPCP Primary/Secondary Treatment and Digester Process Upgrades           | 16905038-000          | 01/20/16      | Zach Schortgen  |
| WPCP Digester #3 & #4 Improvements                                       | WO #76189             | 01/20/16      | Zach Schortgen  |

**Question b**

| Bid or Project Number / Amendment                                    | Contract Date | City Contact   |
|----------------------------------------------------------------------|---------------|----------------|
| Electrical Instrumentation and Controls Engineering Support Services | Pending       | Jon Weirick    |
| Wet Weather Pump Station Addition of Pumps #5 & #6                   | Pending       | Zach Schortgen |

Yes X No

See attached

Yes                      No    X

Company / Name / Payment Terms: n/a

Company / Name / Payment Terms:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

|                                       |                                                  |
|---------------------------------------|--------------------------------------------------|
| <u>Donohue &amp; Associates, Inc.</u> | <u>3311 Weeden Creek Rd; Sheboygan, WI 53081</u> |
| (Name of Vendor)                      | Address                                          |
|                                       | <u>(920) 208-0296</u>                            |
|                                       | Telephone                                        |
|                                       | <u>rbuss@donohue-associates.com</u>              |
|                                       | E-Mail Address                                   |

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Randall M. Buss Title Senior Vice President

Signature  Date March 28, 2016

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

**PROFESSIONAL SERVICES AGREEMENT**

**WET WEATHER PUMP STATION  
ADDITION OF PUMPS #5 AND #6**

This Agreement is by and between

**CITY OF FORT WAYNE ("CITY" or "City")**

by and through its

Board of Public Works  
City of Fort Wayne  
200 E. Berry Street, Suite 240  
Fort Wayne, IN 46802

and

**Donohue & Associates, Inc. ("ENGINEER" or "Engineer")**  
1502 Magnavox Way, Suite 260  
Fort Wayne, IN 46802

Who agree as follows:

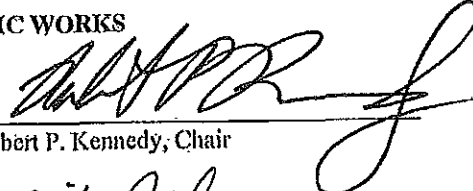
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:

  
Robert P. Kennedy, Chair

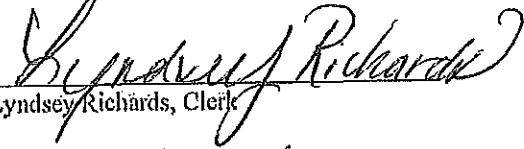
BY:

  
Mike Avila, Member

BY:

   
Kumar Menon, Member

ATTEST:

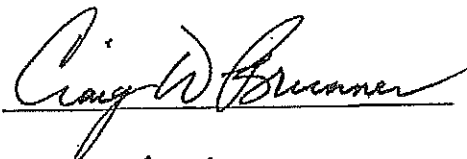
  
Lyndsey Richards, Clerk

DATE:

4/6/16

APPROVED FOR ENGINEER

BY:

  
Craig W. Brunner

DATE:

3/24/16

## **PART I**

### **SCOPE OF BASIC ENGINEERING SERVICES**

#### **A. GENERAL**

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

#### **B. PROJECT DESCRIPTION**

This Project includes design services, bidding assistance and designer services during construction (DSDC) for improvements to the Wet Weather Pump Station (WWPS), the Wet Weather Screening Facility (WWSF), and associated facilities.

The current WWPS has six wet weather pumps installed with a pumping capacity of 530 MGD with available slots to add two more pumps. The station pumps flow from the collection system during wet weather events that exceed the capacity of the Water Pollution Control Plant (WPCP). The WWPS flow is pumped through the WWSF and into the equalization ponds on the north side of the Maumee River. The current WWSF has three screens with slots available for two additional screens. The WWSF currently treats flow from the WWPS and is designed to also treat wet weather flow to be discharged from a future force main that will serve the Morton Street Pump Station (MSPS).

The Project will include a design for the addition of two new pumps to increase the WWPS capacity to approximately 950 MGD. The Project will also include new screening equipment to meet the City's ultimate capacity objective for pumping from the WWPS and from the MSPS.

The existing WWPS was fully-commissioned in 2013. The station was designed for an initial capacity of 530 mgd with Pumps 1, 2, 3, 4, 7, and 8 and for an ultimate capacity of 850 mgd with the addition of Pumps 5 and 6. The original design intent was to duplicate the capacity of Pumps 3 and 4 (160 mgd each) for future Pumps 5 and 6 to reach the ultimate station capacity of 850 mgd. The facilities and associated infrastructure was designed accordingly. The original design intent was to provide each of Pumps 5 and 6 with the same 160 mgd capacity as that for each of Pumps 3 and 4. The pumps were intended to be installed through the roof hatches and floor openings into the wet well, connected to the existing mechanical and electrical infrastructure, and make other minor modifications necessary for the new pumps.

Xylem won the pumping equipment contract to manufacture and provide Pumps 1, 2, 3, 4, 7, and 8, which are currently installed in the station.

To meet the City's new capacity objective of approximately 950 mgd, more pumping capacity than originally planned will be required. Prepare a design with the addition of Pumps 5 and 6 each with a capacity of approximately 210 mgd instead of 160 mgd as originally intended.

Physical modeling of the pump intake by Clemson Engineering Hydraulics, Dr. David Werth, was performed as part of the original design. The modeling was performed for flow conditions up to the ultimate 850 mgd station capacity as originally intended. It did not consider the 950 mgd station capacity with Pumps 5 and 6 at 210 mgd each. For this Project retain the services of Clemson Engineering Hydraulics, Dr. David Werth to identify intake modifications, if any, and to identify the requirements for the vaned inlet elbows for new Pumps 5 and 6. Perform physical modeling if City chooses to do so.

Pumps 5 and 6 each with a capacity of approximately 210 mgd instead of 160 mgd will require a motor larger than 1,500 horsepower, which was intended with the original design. Review the existing electrical infrastructure from the source at the on-site substation through the location of the new pump motors. Design electrical facilities as required for new Pumps 5 and 6. The design shall include new, City-standard, Rockwell variable frequency drive (VFD) equipment for each of Pumps 5 and 6. The VFD design shall include output contactors to physically disconnect the pump motors from the VFDs upon shutdown. Pump motors shall not include anti-reverse rotational ratchets. Coordinate the layout and design of the new VFDs and output contactors for Pumps 5 and 6 with the existing VFD equipment and the output contactors that are currently being added by the City for the existing pump motors.

Review the existing instrumentation and process control system infrastructure for the WWPS. Design instrumentation and process control system as required for new Pumps 5 and 6. Include in design incorporation of the 5kV switchgear PLC for alarming and monitoring on the PCN. Based on the recommendations of the recently completed SCADA Master plan, incorporate into instrumentation and control design a local HMI (Human Machine Interface) for controlling the WWPS unit process when SCADA or the PCN is unavailable. Develop Specification section 27 – networking and communication to standardize the network communication rack within the WWPS.

New motors larger than 1,500 horsepower for each of Pumps 5 and 6 will generate more heat than expected with the original design. Review existing HVAC infrastructure in the WWPS building and in the Wet Weather Electrical Building. Design improvements to the HVAC system in both buildings to accommodate new Pumps 5 and 6. The existing cooling system for the Wet Weather Electrical Building was designed for expansion when the VFDs for Pumps 5 and 6 are provided. The ductwork inside the building was sized for the heat rejection from two additional 1,500 hp VFDs. The intent was to extend the outside ductwork and provide an additional air handling unit (AHU) when the Pump 5 and 6 VFDs are installed. With Pump 5 and 6 motors and VFDs larger than 1,500 hp as originally intended, the ductwork, operating pressure, and other design parameters will need to be re-evaluated and modifications to the existing system may be required.

The Wet Weather Screening Facility was fully-commissioned in 2013 concurrent with the WWPS. The WWSF serves the discharge from each of the WWPS pumps and the future discharge from the Morton Street Pump Station. The original design flow for the screen facility is 850 mgd from the WWPS plus 105 mgd from the MSPS for a total capacity of 955 mgd. The City's capacity objective for the WWSF is now approximately 950 mgd from the WWPS plus 110 mgd from the MSPS for a total capacity of approximately 1,060 mgd. The new MSPS discharge to the WWSF may be commissioned at about the same time as the commissioning of new Pumps 5 and 6.

The WWSF currently includes three screens (Screens 1, 4, and 5), each with a nominal capacity of about 190 mgd. The capacity rating of each screen considers a 40% blinding factor on the screen field. The facility can accommodate two additional screens (Screens 2 and 3). The existing screens were manufactured by Duperon.

Perform hydraulic calculations and prepare hydraulic profiles for various operating scenarios established by the City to determine the need for additional screens.

Assuming additional screening will be required, prepare a design with the addition of Screens 2 and 3. The design shall include all process-mechanical, instrumentation and control, electrical, and other facility improvements necessary for the addition of Screens 2 and 3.

Prepare bidding and construction contract documents for the addition of Pumps 5 and 6, Screens 2 and 3, and associated facilities. The documents shall be prepared for a traditional design-bid-build approach. The documents shall be prepared for one construction package for a single-prime Contractor. The documents shall require that pumps, screens, and all other equipment be provided by the Contractor; separate equipment procurement documents are not required. The design and the bidding documents shall be prepared to allow competitive bidding of the following equipment:

- Pumps by Xylem and two other manufacturers
- Pump motors by at least two manufacturers
- Screens by Duperon and one other manufacturer

### **C. SCOPE OF SERVICES**

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer shall develop and provide the following services:

#### **1. General Services**

- a. Prepare Project design schedule.
- b. Design Services shall include 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 new facilities. The project bidding

documents will be developed to comply with SRF funding requirements. Design Services shall also include preparation of an opinion of probable construction cost and a possible construction schedule showing major construction activities that are consistent with the specified sequences and constraints and the specified contract times.

- c. Conduct design 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.
- d. Request from the City and review record drawings, files, and other existing system documents appropriate for design.
- e. Conduct site visits to obtain information necessary for design.
- f. 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 operational strategies and descriptions of system functionality.
- g. Prepare bidding and contract documents. Documents shall be prepared for construction by a single prime Contractor.
- h. Prepare Division 0 documents from City master documents, which are based on documents developed by the Engineer's Joint Contract Documents Committee (EJCDC).
- i. Specifications shall be prepared in general conformance with the MasterFormat, 2014 Edition Numbers & Titles, of the Construction Specifications Institute (CSI). Where available, the City's master specifications will be the basis for preparing the specifications. If City master specifications are not available, Engineer shall prepare specifications consistent with the City's specification standards. Titles and specification numbering shall adhere to the City's master specification list.
- j. Division 0 documents and specifications shall be prepared with Microsoft Word.
- k. Drawings shall be prepared for production in two sizes: 22" x 34" full-scale and 11" x 17" reduced-scale. Drawings shall be prepared in AutoCAD format.
- l. Perform quality reviews throughout the duration of the Project.
- m. All deliverables will be submitted in PDF and original file format. Paper copies of deliverables will not be required.
- n. Provide monthly progress reports to the City to document services performed and Project status. The topics of the monthly report shall include tasks completed and in progress, budget and schedule status, and issues to be resolved. The monthly progress reports shall be submitted with the monthly Project invoices.

## 2. 30 Percent Design Services

- a. Conduct a Project kickoff workshop.
- b. Perform investigations and prepare a Basis of Design Report to document major equipment selections, pump intake requirements, screening facility hydraulic calculations, and the basis of design for process-mechanical, electrical, instrumentation and process control, HVAC, and other facility improvements.
- c. Develop preliminary design drawings for the construction contract including:
  - 1) Site and facility layout drawings
  - 2) P&IDs
  - 3) Electrical one-line diagrams
- d. Prepare preliminary Table of Contents for Contract Specifications.
- e. Prepare construction sequence and constraints.
- f. Prepare opinion of probable construction cost.
- g. Submit 30 Percent Design documents to the City for review.
- h. Conduct a 30 Percent Design review workshop.
- i. Submit written responses to City written review comments.

3. 60 Percent Design Services

- 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 documents to the City for review.
- d. Conduct a 60 Percent Design review workshop.
- e. Submit written responses to City written review comments.

4. 90 Percent Design Services

- a. Prepare 90 Percent Design bidding and contract documents including drawings, specifications, construction sequences and constraints, possible construction schedule, and other supporting documents for City and agency review.
- b. Prepare 90 Percent Design opinion of probable construction cost.
- c. Submit 90 Percent Design documents to the City for review.
- d. Prepare a construction permit application with the City. City will send the permit application with the Bidding and Contract Documents to the Indiana Department of Environmental Management (IDEM) for their review and approval. Engineer shall respond to questions and comments as appropriate. Review and align new IDEM construction permit with permit originally developed for the previous phase of WWPS upgrades.
- e. Submit written responses to City written review comments.
- f. Perform final Engineer quality control review.
- g. Revise the Bidding and Contract Documents to incorporate resolution of City and Engineer review comments.
- h. Submit 100% complete Bidding and Contract Documents ready for advertisement for Bids.

5. Bidding Services

- a. The City will distribute Bidding Documents to bidders, maintain the bidders list, and distribute addenda as required.
- b. Engineer shall conduct a pre-bid conference with the City.
- c. Respond to bidding questions.
- d. Prepare addenda as required.
- e. Review bids as requested by the City.
- f. Assist the City with preparation of the Agreement for the successful bidder.
- g. Prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents shall contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

6. Designer Services During Construction (DSDC)

- a. The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and to have the rights and authority assigned to the Engineer in connection with the construction work to be performed in accordance with the construction Contract Documents. During the construction phase, the Engineer during the design phase will be referred to as the Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents. The Designer shall also prepare operation and maintenance (O&M) manual documents and shall provide training and startup services associated with the construction phase.
- b. *General Administration of the Contract Documents.* Consult with, advise and assist the Engineer in the Engineer's role as City's representative. Designer's communications with the City and the Contractor shall be through, or with the knowledge, of the Engineer.

*Pre-Construction Conference.* Prepare for and participate in the Pre-Construction Conference. The pre-construction conference will be conducted by the Engineer.

- c. *Visits to Site and Observation of Construction.* In connection with observations of the work while it is in progress:

Make visits to the site at intervals as requested by the Engineer in order to observe, as an experienced and qualified design professional, the progress and quality of the work specifically identified by the Resident Project Representative ("RPR") provided by the Engineer. Such visits and observations by Designer are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Designer's exercise of professional judgment as assisted by the RPR. Based on information obtained during such visits and such observations, Designer shall determine in general if the work identified by the RPR is proceeding in accordance with the Contract Documents, and report findings to the Engineer.

The purpose of Designer's visits to the Site will be to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the Construction Phase; and in addition, by exercise of Designer's efforts as an experienced and qualified design professional, to provide the Engineer a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. Designer shall not, during such visits or as result of such observations of the work in progress, supervise, direct, or have control over the work, nor shall Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

*Defective Work.* Recommend to Engineer that the work be disapproved and rejected while it is in progress if Designer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

*Monthly Construction Progress Meetings:* Participate in monthly construction progress meetings via phone.

*I&C Coordination:* Attend coordination meetings with the City and the I&C System Supplier regarding programming to be performed by the I&C System Supplier. At the meetings, review functional descriptions and design intent. Clarify questions raised by the I&C System Supplier.

*Process Control System Field Testing:* Attend field testing of the process control system programming to verify operation for compliance with the established functional description and design intent. Review installation and workmanship of specification section 27 related to PCN equipment, cable management, and terminations. Identify and recommend to Engineer work that is disapproved of and rejected as generally conforming to the Contract Documents.

- d. *Clarifications and Interpretations; Field Orders.* Provide clarifications and interpretations of the Contract Documents as requested by the Engineer appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Provide input as requested by the Engineer so that the Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. The clarifications will be transmitted electronically through the City's Project Management Information System (PMIS).

- e. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to the Engineer, as appropriate, and provide support documentation to the Engineer, as appropriate, so the Engineer can prepare Change Orders and Work Change Directives.
- f. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The shop drawings will be transmitted electronically through the City's Project Management Information System (PMIS).
- g. *Substitutes:* Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, and forward recommendation to Engineer.
- h. *Inspections and Tests.* The RPR will review certificates of inspections, tests, and approvals of general construction work as required by laws and regulations and the Contract Documents. Designer shall review certificates of inspections, tests, and approvals of mechanical, electrical, and instrumentation work as required by laws and regulations and the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicated compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Designer shall be entitled to rely on the results of such tests.
- i. *Factory Witness Testing.* Designer will attend factory witness testing for pumps 5 and 6 to monitor testing and performance of pumps and motors prior to delivery to the WWPS site.
- j. *Disagreements between City and Contractor.* Assist the Engineer in rendering formal written decisions on claims of the City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In assisting in such decisions, Designer shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith.
- k. *Operation and Maintenance (O&M) Manual.*
  - 1) Prepare O&M manual in electronic format.
  - 2) After startup of the facilities is complete, modify the manual to incorporate City review comments.
  - 3) Furnish manual in electronic format.
  - 4) Review manufacturer's O&M literature for conformance to the Contract Documents. Deliver approved manufacturer's O&M literature to the City.
- l. *Record Drawings.* Prepare record drawings from Contractor's annotated set (redline markup) of contract drawings showing changes made during construction. Furnish AutoCad and PDF files of the record drawings.
- m. *Substantial Completion.* If requested by the City, make site visit(s) to participate in an inspection with the Engineer, the City, and the Contractor, to determine if the work is Substantially Complete. Provide recommendation to the Engineer relative to issuance of certificate of Substantial Completion. These services would be provided through the City-Controlled Design/Construction Services Allowance.
- n. *Final Notice of acceptability of the work.* If requested by the City, make site visit(s) to assist the Engineer in conducting a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, that final payment be made to Contractor. These services would be provided through the City-Controlled Design/Construction Services Allowance.

*o. Limitation of Responsibilities.* Designer shall not be responsible for the acts or omissions of any Contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the work. Designer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

*p. Training.*

- 1) Prepare and deliver design basis operator training in training modules.
- 2) The training modules shall include an instructor guide consisting of a lesson plan, learning objectives, a student pre-test, and audio visual aids. The student guide shall include process overview, control system, operational information, drawings, and visual aids. The training shall be delivered three times; twice to the operations staff and once to the maintenance staff.
- 3) Prepare a training manual for each of 25 students.
- 4) Attend the Contractor's vendor training. Review the training for conformance with the Contract Documents.

*q. Startup Services.*

- 1) Consistent with Section 017913 System and Facility Performance Testing Procedures as specified in the Contract Documents, assist with preparation of startup plans to coordinate the responsibilities of the Contractor, I&C System Supplier, and the City at the time when construction is complete and the facilities are ready for operation.
- 2) Provide on-site startup operations assistance in the startup and commissioning of the facilities.
- 3) Prepare Standard Operating Procedures (SOPs) in electronic format. Respond to and incorporate CITY review comments.

#### **D. SCHEDULE**

The Project will be completed as stated below. This schedule is based on the Engineer receiving a Notice to Proceed by April 15, 2016 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE

DATE

100% Design Documents Ready to Advertise For Bids

20 weeks after Notice to Proceed

#### **E. OPTIONAL ADDITIONAL SERVICES**

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

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

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

## **PART II**

### **CITY'S RESPONSIBILITIES**

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

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

Make available to Engineer reports, studies, regulatory decisions and similar information relating to the Services that Engineer may rely upon without independent verification unless specifically identified as requiring such verification.

Provide Engineer with a maximum of two (2) copies each of existing City utility maps, aerial maps and contour maps that are readily available in the Citizens Square Building.

#### **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 Zach 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 \$358,650 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 plus 10 percent for administrative costs. The Engineer will obtain written City approval before authorizing these services.

#### **B. BILLING AND PAYMENT**

##### **1. Timing/Format**

- a. Engineer shall invoice City monthly 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 document/s 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 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 services 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/utilities/clean-river-team/32-consent-decree-.html>

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 services 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 with complete copies of all documents, records and other information which relates to the services contemplated by the Agreement.

**ATTACHMENT #1**

**SUMMARY SHEET**

**SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL**

|                                                                                                                                                          |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <u>Design Services</u>                                                                                                                                   | \$ 201,577        |
| (Includes \$42,300 for physical modeling of intake structure)                                                                                            |                   |
| <u>Bidding Services</u>                                                                                                                                  | \$ 15,195         |
| <u>Designer Services During Construction</u>                                                                                                             | \$ 106,878        |
| <u>Contingency Allowance</u> - As authorized by PM                                                                                                       |                   |
| <u>For Additional Services</u> and tasks required during the performance<br>of the work, but not specifically described herein, a sum not to exceed of : | \$ 35,000         |
| <b>TOTAL NOT TO EXCEED FEE:</b>                                                                                                                          | <b>\$ 358,650</b> |

**ATTACHMENT #2**  
**EMPLOYEE HOURLY RATE SCHEDULE**

See attached rate schedules for:

Donohue & Associates, Inc., 2016 Billing Rates, 1 page

Wessler Engineering, 2016 Hourly Rate and Reimbursable Expense Schedule , 1 page

**Donohue & Associates, Inc.**  
**2016 Billing Rates**

| Employee Classification       | Hourly Billing Rate |
|-------------------------------|---------------------|
| Engineer/Specialist IX        | \$235               |
| Engineer/Specialist VIII      | \$225               |
| Engineer/Specialist VII       | \$205               |
| Engineer/Specialist VI        | \$185               |
| Engineer/Specialist V         | \$170               |
| Engineer/Specialist IV        | \$155               |
| Engineer/Specialist III       | \$135               |
| Engineer/Specialist II        | \$120               |
| Engineer/Specialist I         | \$110               |
| Technician II                 | \$90                |
| Technician I                  | \$80                |
| Administrative Assistance III | \$80                |
| Administrative Assistance II  | \$70                |
| Administrative Assistance I   | \$60                |

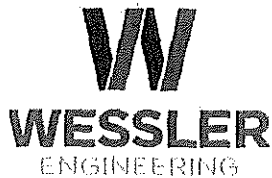
**Notes:**

*Labor charge-out rates are for normal work week.*

*Billing rates are in effect for 2016 and may be adjusted annually to reflect labor cost increases.*

*Mileage is billed at the current IRS stipulated rate.*

*Printing and reproductions are billed at cost.*



*More than a Project™*

## 2016 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

| <u>Position</u>                                      | <u>Hourly Rate*</u> |
|------------------------------------------------------|---------------------|
| Principal Engineer                                   | \$195.00            |
| Senior Project Manager II/Senior Project Engineer II | \$190.00            |
| Senior Project Manager I/Senior Project Engineer I   | \$170.00            |
| Project Manager II/Project Engineer IV               | \$155.00            |
| Project Manager/Project Engineer III                 | \$145.00            |
| Survey Manager                                       | \$130.00            |
| Assistant Project Manager/Project Engineer II        | \$120.00            |
| Project Engineer I                                   | \$110.00            |
| Field Services Manager                               | \$105.00            |
| Senior Designer                                      | \$110.00            |
| Designer                                             | \$100.00            |
| Engineer/Senior RPR                                  | \$95.00             |
| Operations Specialist                                | \$110.00            |
| Project Coordinator                                  | \$90.00             |
| Environmental Services Project Manager               | \$120.00            |
| Environmental Scientist II                           | \$95.00             |
| Environmental Scientist                              | \$80.00             |
| Technician IV/Resident Project Representative IV     | \$90.00             |
| Technician III/Resident Project Representative III   | \$80.00             |
| Technician II/Resident Project Representative II     | \$70.00             |
| Technician I/Resident Project Representative I       | \$60.00             |
| Survey Crew Manager                                  | \$85.00             |
| Survey Crew Chief                                    | \$75.00             |
| Project Secretary                                    | \$60.00             |

Reimbursable Expenses shall be charged as follows.

| <u>Item and Unit</u>                                   | <u>Unit Cost</u>                 |
|--------------------------------------------------------|----------------------------------|
| Mileage (per mile)                                     | At current IRS published rate    |
| Copies:(each) Black & White                            | 8.5"x11" / 11"x17" \$0.12        |
|                                                        | 24"x36" \$1.00                   |
| Color                                                  | 8.5"x11" / 11"x17" \$0.20/\$0.40 |
| Plots-Bond: (each)                                     | 12"x18" / 24"x36" \$0.50/\$1.00  |
| GPS Survey Equipment/Robotic Total Station/Pole Camera | \$15.00 per hour                 |
| Postage/shipping/freight, Lodging and Per Diems        | At Cost                          |
| Subcontractor/Subconsultant fees                       | Cost + 10%                       |

\*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

This Schedule is subject to change.

January 1, 2016

CITY OF FORT WAYNE, INDIANA

Donohue & Associates, Inc.

(Vendor Name)

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR  
PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☐

Name: See attached Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) \_\_\_\_\_

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):  
ownership interest:

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

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

## Vendor Disclosure Statement

### Section 1: Disclosure of Financial Interest in Vendor as of 03/28/16

Questions a, b, and c

| Last Name | Middle Initial | First Name | Address                | City      | State | Zip Code | Stock Ownership Percentage |
|-----------|----------------|------------|------------------------|-----------|-------|----------|----------------------------|
| Scheiber  | A              | Barbara    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.7%                       |
| Buss      | M              | Randall    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.7%                       |
| Jensen    | R              | Michael    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.1%                       |
| Brunner   | W              | Craig      | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 9.1%                       |
| BerktoId  | A              | Josef      | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 8.4%                       |
| Gerbitz   | W              | Michael    | 3311 Weeden Creek Road | Sheboygan | WI    | 53081    | 6.5%                       |

**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

\_\_\_\_\_  
\_\_\_\_\_

- 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Relationship to Member of Immediate Family holding appointive City office currently or in 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 \_\_\_\_\_

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

\_\_\_\_\_  
See attached  
\_\_\_\_\_  
\_\_\_\_\_

**Section 3: Disclosure of other Contract and Procurement Related Information as of 03/28/16****Question a**

| Contract Name                                                            | Purchase Order Number | Contract Date | City Contact    |
|--------------------------------------------------------------------------|-----------------------|---------------|-----------------|
| WPCP Digester No. 5 Upgrades Design and ESDC                             | 12905050-000          | 01/18/12      | Zach Schortgen  |
| Primary and Secondary Treatment Capacity Improvements Design             | 12905068-000          | 07/05/12      | Andrew Schipper |
| West and Southwest Pressure Zone Improvements Controls Design            | 14905064-000          | 04/09/14      | Andrew Schipper |
| On-Call Services for WPCP & Three Rivers Fil Plt Proc I&C Sys            | 15905007-000          | 01/07/15      | Jon Weirick     |
| On-Call Services for WPCP Post Construction Commissioning Support        | 15905023-000          | 02/04/15      | Zach Schortgen  |
| WPCP Chemically Enhanced Primary Treatment Improvement DSDC              | 15905060-000          | 03/04/15      | Zach Schortgen  |
| WPCP Process Review and Operations Manual Updates - Process Optimization | 15905099-000          | 05/06/15      | Zach Schortgen  |
| WPCP Primary/Secondary Treatment and Digester Process Upgrades           | 16905038-000          | 01/20/16      | Zach Schortgen  |
| WPCP Digester #3 & #4 Improvements                                       | WO #76189             | 01/20/16      | Zach Schortgen  |

**Question b**

| Bid or Project Number / Amendment                                    | Contract Date | City Contact   |
|----------------------------------------------------------------------|---------------|----------------|
| Electrical Instrumentation and Controls Engineering Support Services | Pending       | Jon Weirick    |
| Wet Weather Pump Station Addition of Pumps #5 & #6                   | Pending       | Zach Schortgen |

Yes X No       

See attached

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

**Name / Position / Payment Terms:**

Company / Name / Payment Terms: n/a

Company / Name / Payment Terms:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

|                                       |                                                  |
|---------------------------------------|--------------------------------------------------|
| <u>Donohue &amp; Associates, Inc.</u> | <u>3311 Weeden Creek Rd; Sheboygan, WI 53081</u> |
| (Name of Vendor)                      | Address                                          |
|                                       | <u>( 920 ) 208-0296</u>                          |
|                                       | Telephone                                        |
|                                       | <u>rbuss@donohue-associates.com</u>              |
|                                       | E-Mail Address                                   |

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Randall M. Buss Title Senior Vice President

Signature  Date March 28, 2016

**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: April 6, 2016  
To: Common Council Members  
From: Zach Schortgen  
RE: WPCP Wet Weather Pump Station Pumps #5 & #6  
Res. # 76202 , W.O. # 76202

Council District # N/A – At WPC Plant

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. Wet Weather Pump Station Pumps #5 & #6 will include design, bidding, and designer services during construction for the addition of 2 new pumps, additional mechanical fine screens, HVAC upgrades, electrical power and control systems. These upgrades will increase the station pumping capacity from 530 million gallons per day to approximately 950 million gallons per day.

Implications of not being approved: These upgrades are required to lift wet weather flows into our wet weather storage ponds. As more of these flows are captured and the overflows to the rivers are reduced, more pumping capacity is required to allow storage and subsequent treatment.

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

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, and 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 the selected shortlisted firms. 2 shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Donohue & Associates, Inc. for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on April 6, 2016.

The cost of said project funded by SRF

Council Introduction Date: April 12, 2016

CC: BOW  
Matthew Wirtz