

1 **BILL NO. S-19-02-07**

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

3 AN ORDINANCE approving SERVICE AGREEMENT -  
4 WATER POLLUTION CONTROL PLANT OIL-FILLED  
5 TRANSFORMER PREVENTATIVE MAINTENANCE  
6 PROGRAM - RESOLUTION #105-9-28-18-2 (\$120,340.00)  
between PREMIER POWER MAINTENANCE and the City  
of Fort Wayne, Indiana, in connection with the Board of  
Public Works.

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

9 **SECTION 1.** That the SERVICE AGREEMENT - WATER POLLUTION  
10 CONTROL PLANT OIL-FILLED TRANSFORMER PREVENTATIVE MAINTENANCE  
11 PROGRAM - RESOLUTION #105-9-28-18-2 (\$120,340.00) by and between PREMIER  
12 POWER MAINTENANCE and the City of Fort Wayne, Indiana, in connection with the  
13 Board of Public Works, is hereby ratified, and affirmed and approved in all respects,  
14 respectfully for:

15 All labor, insurance, material, equipment, tools, power, transportation,  
16 miscellaneous equipment, etc., necessary for Water Pollution Control  
17 Plant Oil-Filled Transformer Preventative Maintenance Program for  
performing preventative maintenance on all City Utilities owned oil-  
filled transformers. Contract is for a period of five (5) years;

18 involving a total cost of ONE HUNDRED TWENTY THOUSAND THREE HUNDRED  
19 FORTY AND 00/100 DOLLARS - (\$120,340.00). A copy of said Contract is on file with the  
20 Office of the City Clerk and made available for public inspection, according to law.

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

23 \_\_\_\_\_  
24 Council Member

25  
26  
27 APPROVED AS TO FORM AND LEGALITY

28  
29  
30 \_\_\_\_\_  
Carol Helton, City Attorney



SERVICE AGREEMENT: \_\_\_\_\_

SUPPLIER NAME <b>Premier Power Maintenance</b>		CITY DEPARTMENT <b>City Utilities Engineering</b>
STREET ADDRESS <b>7262 Kensington Road</b>		STREET ADDRESS <b>200 East Berry Street, Suite 250</b>
CITY, STATE, ZIP CODE <b>Brighton, MI 48116</b>		CITY, STATE, ZIP CODE <b>Fort Wayne, IN 46802</b>
ATTENTION <b>Mr. Brian Ellegiers</b>		INVOICE ADDRESS <b>2601 Dwenger Avenue</b>
TELEPHONE <b>517-230-6620</b>	FAX	CITY, STATE, ZIP CODE <b>Fort Wayne, IN 46803</b>
REMIT-TO ADDRESS <b>7262 Kensington Road</b>		ATTENTION <b>Joseph Johnson</b>
CITY, STATE, ZIP CODE <b>Brighton, MI 48116</b>		TELEPHONE <b>260-427-2411</b>
		FAX <b>260-427-1174</b>

Service Description	Rates
<b>Preventative maintenance performed once a year for five (5) years on sixteen (16) Water Pollution Control Plant oil-filled transformers.</b>	<b>\$24,068.00 per year for 5 years</b>
<b>Aggregate Price</b>	<b>\$120,340.00</b>

The following Attachments are part of this Agreement:

- Exhibit A: Request for Quote
- Exhibit B: Proposal with Pricing
- Exhibit C: Certificate of Insurance
- Exhibit D: Terms and Conditions

SERVICE ADDRESS <b>Several locations – See Proposal</b>
CITY, STATE, ZIP CODE <b>Fort Wayne, IN</b>
AGREEMENT START DATE <b>March 1, 2019</b>
AGREEMENT END DATE <b>December 31, 2023</b>

This Agreement is entered into between Supplier and the City as of March 2019. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:

By (Signature): 	By (Signature): <b>See attached signature page</b>
Printed Name: <b>BRIAN ELLEGIERIS</b>	Printed Name:
Title: <b>NORTHERN REGION OPERATIONS MANAGER</b>	Title:
Date: <b>1/31/19</b>	Date:
FEDERAL TAX ID NUMBER: <b>35-1762945</b>	

**BOPW**

Approval of Preventative Maintenance Agreement between the City of Fort Wayne and Premier Power Maintenance for Preventative Maintenance Services on sixteen (16) oil-filled transformers.

Compensation for services performed shall be \$120,340.00.

  
Shan Gunawardena, Chair

ABSENT  
Kumar Menon, Member

  
Mike Avila, Member

ATTEST:

  
Michelle Fulk, Clerk

Date: 2.5.19

**CITY UTILITIES OIL-FILLED TRANSFORMER PREVENTATIVE MAINTENANCE PROGRAM**

**CONTACT FOR QUESTIONS**

For general questions on the RFP:  
Contact Josh Hendricks at 260-427-6050

For questions on specific projects:  
Contact Stephen Williams at 260-427-2684

**SUBMITTAL INFORMATION**

Date Issued: **September 27, 2018**  
Submittal Deadline: **October 16, 2018 by 11:30 AM EDT**

Submit To:

**Board of Public Works  
200 E. Berry, Suite 210  
Fort Wayne, Indiana 46802**

**REQUEST FOR PROPOSAL ADVERTISEMENT**

The Division of Utilities for the City of Fort Wayne (FWCU) is seeking competitive proposals from qualified firms in response to a "REQUEST FOR PROPOSALS" (RFP) to serve as a single point administrator for Oil-Filled Transformers Preventative Maintenance Services at the Water Pollution Control Plant (WPCP), Wet Well Pumping Station (WWPS), St. Joe Dam (SJD), and Three Rivers Filtration Plant (FLP) facilities.

Sealed Proposals shall be submitted to the City Utilities Engineering, Citizens Square, 200 E. Berry, Suite 250, Fort Wayne, Indiana 46802, by **October 16, 2018** until **11:30 AM**, local time. Any Proposals received after that time will not be accepted.

Three (3) hardcopies plus one (1) USB drive of the Proposals must be submitted in a sealed envelope with the following information on the bottom left hand corner of the envelope:

RFP – Fort Wayne City Utilities Oil-Filled Transformers Preventative Maintenance Program

Name of Provider submitting proposal

The RFP may be obtained from the Board of Public Works, Citizens Square, 200 E. Berry, Suite 210, Fort Wayne, Indiana, 260.427.6956 pursuant to submitting the Qualification.

All questions on the RFP shall be in written form and emailed to Stephen Williams at [Stephen.Williams@cityoffortwayne.org](mailto:Stephen.Williams@cityoffortwayne.org). Deadline for questions shall be **Thursday, October 11, 2018 at 12:00 PM**.

Issued by the authority of the:

**City of Fort Wayne**

**Board of Public Works**

Publish: September 28, 2018 and October 5, 2018 in the Fort Wayne newspaper Journal Gazette.

**INSTRUCTIONS TO INTERESTED PROVIDERS**

The following pages and Exhibits make up the Fort Wayne City Utilities ("FWCU") Guidelines and Instructions for this RFP.

Sealed Proposals shall be submitted to the City Utilities Engineering, Citizens Square, 200 E. Berry, Suite 250, Fort Wayne, Indiana 46802, by **October 16, 2018** until **11:30 AM**, local time. Any Proposals received after that time will not be accepted.

Three (3) hardcopies plus one (1) USB drive of the Proposal must be submitted in a sealed envelope with the following information on the bottom left hand corner of the envelope:

**RFP – Fort Wayne City Utilities Oil-Filled Transformers Preventative Maintenance Program**

Name of Provider submitting proposal

City of Fort Wayne Utilities posts its RFQ's, RFP's and construction bidding opportunities on the City's "Project Bidding" website.

**Bid Documents for this project may be examined online:**

**<http://bidding.cityoffortwayne.org/city.php>**

Bid Documents will also be available at the Board of Works office located Within Citizen's Square at 200 East Berry Street, Suite 210, Fort Wayne, IN 46802.

An electronic version of this RFP document will be posted on the project bidding website. In addition to this RFP documents, electronic copies (.pdf's) of relevant supporting information intended to be provided for this project item listed on this RFP will be posted under the "project details" link listed under the RFP heading upon request.

**GENERAL REQUIREMENTS**

Stephen Williams will be the contact for FWCU throughout the RFP process for all specific detail questions. Josh Hendricks is available to answer any general questions about the RFP. Attempted contact by an interested Provider with anyone associated with FWCU other than Stephen Williams, 260.427.2684 (Stephen.Williams@cityoffortwayne.org) OR Josh Hendricks, 260.427.6050 (Joshua.Hendricks@cityoffortwayne.org) to discuss specifics of the project is discouraged. Only clarifications provided to prospective Providers in writing by FWCU will be considered binding.

FWCU reserves the right to reject any and all Proposals or award parts of the proposal.

The Provider is responsible for compliance with all Federal, State and Local codes and environmental regulations.

The Provider shall comply with all applicable Laws and Regulations including, but not limited to, Occupational Safety and Health Administration (OSHA) relating to persons or property, or to the protection of persons or property from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Provider shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project.

**REQUEST FOR PROPOSAL FOR THE FORT WAYNE CITY UTILITIES  
"OIL-FILLED TRANSFORMER MAINTENANCE"**

**Scope:**

Fort Wayne City Utilities (FWCU), is seeking competitive proposals from qualified firms to provide the City with a complete comprehensive service and maintenance agreement for its oil-filled transformers.

The process of responding to this Request for Proposal (RFP) should involve only those interested companies willing to take the necessary time to visit each specific site and its equipment included in this RFP.

**RFP Request:**

Sealed Proposals shall be submitted to the City Utilities Engineering, Citizens Square, 200 E. Berry, Suite 250, Fort Wayne, Indiana 46802, by **October 16, 2018** until **11:30 AM**, local time. At this time each quotation will be review by the City Engineering Officials. All qualifying proposals are subject to the City of Fort Wayne posting individual interviews to help us select and determine the best suited contractor for our needs.

All Contractors must comply with all state and local laws and ordinances regarding fees, licensing and proposal requirements. A current certificate of insurance much be provide with proposal.

**Term:**

The initial term of this contract will be for sixty (60) months (5-years). The City requests that all participating contractors provide a thirty-six (36) months (3-years) option for consideration.

No proposal may be withdrawn for a period of forty-five (45) calendar days after the proposal opening.

**City Contact:**

If you have any questions regarding this RFP contact Stephen Williams with the City Utilities Engineering @ 260-427-2684.

**Qualified Vendor:**

A qualified vendor is defined for this purpose as one who meets, or by the date of proposal acceptance can meet all requirements for licensing, insurance, and services contained within this RFP.

**INSTRUCTIONS TO CONTRACTORS:**

**Purpose:**

The purpose of this document is to provide potential contractors with general and specific information in submitting a proposal to supply the City needs as listed within.

**Definitions:**

- Contractor: This term is used to encompass the party seeking to have an agreement with the City of Fort Wayne.
- City: This term is defined as the City of Fort Wayne, Indiana. All communications relating to the proposal process or the resulting purchase should be directed to the City Utilities Engineering Office.
- Purchase: This term means the agreement is to be executed by the City and the successful Contractor.

**General Requirements and Provisions:**

- Contractor shall provide the names, titles, and responsibilities of all additional support staff involved.
- Contractor shall provide the name of the testing lab being used to perform the stated testing within this document.
- It is the Contractor's responsibility to review and to familiarize themselves with the equipment prior to submitting their proposal. Arrangements for viewing all equipment will be coordinated through:
  - Stephen Williams, City Utilities Engineering, 260-427-2684
  - Due to limited site space, City Utilities will provide a van for site visits
  - Site visit will take place **Tuesday, October 9, 2018** at 8:00 AM EDT, starting from Water Pollution Control Plant at 2601 Dwenger Ave. Fort Wayne, IN
  - Parking available at Water Pollution Control Plant's South Parking Lot

**RFP Preparation**

**All Proposal Responses Shall Be:**

- Typewritten and signed by the Contractor firm's authorized representative with all erasures or corrections initialed and dated by said signer.
- Each proposal constitutes an offer and may not be withdrawn. Proposal prices are to remain firm for the period stated in this RFP.
- Each proposal shall include the name, address, telephone number, fax number and e-mail address of at least three (3) current customers for whom they have provided similar services. These references may be contacted, and if so, their responses will constitute a significant part in the proposal evaluation process.
- Three (3) hard copies plus (1) USB drive of the Proposal Response shall be submitted in a sealed envelope with the following information written on the outside of the envelope:
  - The name of the Contractor/Company
  - **"City Utilities Oil-Filled Transformer Preventative Maintenance Program"**



- Mailed or delivered to the address shown in the RFP
- Proposals not received by that time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.

**Award Criteria:**

Procurement of the final contract for this project and final determination of the firm to receive the contract will be performed through the Competitive Sealed Proposal (CSP) process.

All submitted Statements of Qualifications (SOQ's) will be scored by City staff. The proposed general categories and Basis of Evaluation for scoring this project are listed below. Scoring totals will be adjusted by an overall multiplier (range 0.9 to 1.1) depending upon past performance with City Utilities Engineering.

**Statement of Qualifications – Basis of Evaluation (100 points total)**

Key Personnel (Service Manager, Technicians, other key personnel)	20 points
Relevant Experience and References	20 points
Locations	5 points
Preventative Maintenance Contract Price	40 points
Site Visit of Transformers	5 points
Interview	10 points

**Document(s) required of awarded bidder:**

- Certificate of Insurance: Awarded bidders will be required to submit a Certificate of Insurance. The Certificate must list City of Fort Wayne, its Divisions and Subsidiaries as a Certificate Holder with 30-day notification of cancellation or non-renewal. Bidders are required to meet minimum Insurance Requirements according to the following schedule: Automobile Liability \$1,000,000 minimum per occurrence; General Liability \$1,000,000 minimum per occurrence; Aggregates \$1,000,000 minimum per occurrence; Products Liability \$1,000,000 minimum per occurrence; Completed Operations Liability \$1,000,000 minimum per occurrence; Workmen's Compensation per statutory limits.
- Service Agreement
  - Locations: Contractor must supply physical addresses for all of their servicing locations.
  - Parts Availability and Warranty: Contractor shall provide defined parts lead-times and warranty.
  - General Safety: Contractor shall provide all Field Service Technicians names, training profiles and years of experience.
  - Electrical Safety Qualification/Certifications: Contractor must utilize Field Service Technicians that have had training for Category 2 Arc Flash and demonstrate they have implemented the appropriate safety guidelines corporately for wearing the appropriate PPE equipment for when servicing all Automatic Transfer Switches.
  - Service Reporting: Contractor must provide all routine PM reporting electronically by email prior to leaving each site.

- Documentation: Provide sample copies of all testing reports and fluid analysis reports defined in the scope of services provided by this agreement.
- Fluid Samples: All Lab analysis reports must be sent electronically by email within 5 business days of test.
- Must have capability to upgrade oil-filled transformers that do not have external fluid sampling valves.
- The successful Contractor shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with all other standards or regulations required by federal, state, County or City statute, ordinances and rules during the performance of any purchase between the Contractor and the City. Any such requirement specifically set forth in any purchase document between the Contractor and the City shall be supplementary to this section and not in substitution thereof.
- Rate Sheets: Provide rate sheets for the following:
  - Hourly Rates: Contractor must provide hourly rates for Normal Business Hours, After-Hours and Sundays/Holidays.
  - Travel Rates: Contractor must provide hourly rates for Normal Business Hours, After-Hours and Sundays/Holidays.
  - Mileage Fees: Contractor to provide applicable mileage fees.
- Service Agreement Details: Provide detailed breakout for each transformer listed in Attachment #1. Provide a list of the manufacturer, model, serial number, rating, and year for each transformer. The items to be broken out, but not limited to, shall be:
  - Service Performed
  - How many times performed per year
  - What month(s) the service is performed per year
  - Annual amount to perform the work per year

**Scheduling of Interviews:**

- Once proposals received and upon preliminary review of completeness, interviews will be scheduled to discuss proposals and an opportunity for the Proposal Review Committee to ask questions and address any concerns.
- Those firms selected for the interviews will need to provide a sample hardcopy of the preventative maintenance reports provided as a part of services performed. These forms should include but not limited to fluid analysis and maintenance performed.

**Errors in Proposals:**

- Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the contractor's own risk.

**Brand Name:**

- The use of brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.

**Services Performed Annually (Preventative Maintenance Schedule 1) – Typically performed October of each year:**

- Inspect cables and connections for heat distress, corrosion and dirt.
- Inspect bushings for cracks, chips, tracks, dirt, leaks. Clean and coat as required.
- Inspect tank and radiators/fins for rust, peeling paint, corrosion, physical damage, dirt, and leaks.
- Inspect grounds for corrosion and tightness of bolts.
- Inspect arrestors for cracks, chips, tracks, dirt and leaking oil.
- Inspect relief devices for leakage and obstructions.
- Verify positive pressure of vapor space.
- Inspect tap changers as required.
- Inspect fans as required. Inspect motor bearings, clean blades, and automatic start.
- Inspect all gauges for proper operation; ensure they are in good condition and in operating order.
- Record all readings of all gauges.
- Perform the following ASTM tests on the oil in each oil-filled transformer:
  - ASTM-D3612-02 (Dissolved Gas Analysis)
  - ASTM D1533-12 (Moisture Content)
  - ASTM D1816-12 (Dielectric Breakdown at 1 mm)

**Services Performed Every Three (3) years (Preventative Maintenance Schedule 2) – Typically performed October of each year:**

- All items listed in Preventative Maintenance Schedule 1
- Perform "IR" Infrared Thermography on all oil-filled transformers. Contractor must provide a total comprehensive report with photo images of the interiors of the primary and secondary sections of each oil-filled transformer. Contractor must be Level 1 Certified and use equipment similar to or equivalent to a FLIR Infrared Camera.
- Items to be included are as follows:
  - Cables and connections
  - Bushings
  - Tanks and radiators/fins during operation
  - Grounds
  - Arrestors
- Perform these additional ASTM tests on the oil in each oil-filled transformer:
  - ASTM D971-12 (Interfacial Tension)
  - ASTM D974-14e2 (Acid Number)
  - ASTM D1500-12 (Color Number & Visual Examination)
  - ASTM D1524-15 (Color Number & Visual Examination)
  - ASTM D4052-16 (Relative Density (Specific Gravity))
  - ASTM D924-15 (Power Factor @25° C)
  - ASTM D2668-07 (Oxidation Inhibitor)
  - ASTM D6786-15 (Particle Count)
  - ASTM D5837-15 (Furanic Compounds (Cellulose Degradation))

**Services Performed As Needed**

- The following is a list of transformers and location that are to have external sampling valves installed and in what year of the contract:

FACILITY	LOCATION	Address	YEAR
FLP	East of 3410 Electrical Bldg	1100 Griswold Dr	One
FLP	East of 3410 Electrical Bldg	1100 Griswold Dr	One
WPCP	North of 0340 Headworks	2601 Dwenger Ave	Two
WPCP	North of 0340 Headworks	2601 Dwenger Ave	Two
WPCP	SE of 1000 Digester Complex	2601 Dwenger Ave	Two
WPCP	SE of 1000 Digester Complex	2601 Dwenger Ave	Two
WPCP	West of 0520 Blower 8 Bldg	2601 Dwenger Ave	Three
WPCP	West of 0520 Blower 8 Bldg	2601 Dwenger Ave	Three
WPCP	NE of 0520 Blower 8 Bldg	2601 Dwenger Ave	Three
WWPS	SW of 0850 Rearation Structure	2802 Lake Ave	Four
WWPS	North of 0750 Dechlorination Bldg.	2802 Lake Ave	Four
WWPS	West of 0800 Effluent Pump Station	2802 Lake Ave	Four

**Scheduling of Tests and Reports:**

- Earl Lindow with the Three Rivers Filtration Plant shall be the point of contact for scheduling all preventative maintenance for Oil-Filled Transformers with plant identifications "FLP" and "SJD" listed in the attached list of oil-filled transformers. His contact information is as follows:
  - Phone: 260-427-1348.
  - Email: [Earl.Lindow@cityoffortwayne.org](mailto:Earl.Lindow@cityoffortwayne.org).
- Billings for "FLP" and "SJD" shall be sent to Earl Lindow.
- Joseph Johnson with the Water Pollution Control Plant shall be the point of contact for scheduling all preventative maintenance for oil-filled transformers with plant identifications "WPCP" and "WWPS" listed in the attached list of oil-filled transformers. His contact information is as follows:
  - Phone: 260-427-2411
  - Email: [Joseph.Johnson@cityoffortwayne.org](mailto:Joseph.Johnson@cityoffortwayne.org).
- Billings for "WPCP" and "WWPS" shall be sent to Joseph Johnson.
- Test reports shall be sent to each respective contact identified above. An additional copy shall be sent to Stephen Williams ([Stephen.Williams@cityoffortwayne.org](mailto:Stephen.Williams@cityoffortwayne.org)).

**City Checklist:**

- Contractor may be required as part of this contract to complete a City of Fort Wayne checklist on a City owned iPad. This is required for the City's Air Permit Compliance.
- Contractor will be provided direction on this item by each plant's point of contact upon scheduling the preventative maintenance.

**Extended Service Coverage Options As Part Of This RFP:**

- Where applicable, Contractor is to provide Extended Service Coverage (ESC) options for three (3) year terms to include the pricing for the oil-filled transformers.

**Additional Services and Repairs:**

- Any additional repairs, parts or services which are required will be brought to the attention of the owner after each service/inspection.
- Repairs will only be made after a quotation has been presented and proper authorization from the owner is given.

**END**

EXHIBIT A

Oil Filled Transformer List											
FACILITY	LOCATION	ID TAG	VOLTAGE		SIZE (KVA)	MANUFACTURER	YEAR	TEST VALVE LOCATION	DATE LAST TESTED	NOTES	
			PRIMARY	SECONDARY							
FLP	East of Bldg 000X		4160 Volts	480 Volts	2,500 KVA	Cooper Power Systems		Internal	Unknown	Need to add external test valve	
FLP	East of Bldg 000X		4160 Volts	480 Volts	2,500 KVA	Cooper Power Systems		Internal	Unknown	Need to add external test valve	
SJD	South of St. Joe. Dam Electrical Bldg.		34.5 kV	4160 Volts	2,000 KVA			External	6/29/2018	Transformer located within fenced-in area	
SJD	South of St. Joe. Dam Electrical Bldg.		34.5 kV	4160 Volts	2,000 KVA			External	6/29/2018	Transformer located within fenced-in area	
WWP	North of Bldg 0350 Preliminary Treatment Bldg (Headworks)		4160 Volts	480 Volts	2,500 KVA			Internal	Unknown	Need to add external test valve	
WWP	North of Bldg 0350 Preliminary Treatment Bldg (Headworks)		4160 Volts	480 Volts	2,500 KVA			Internal	Unknown	Need to add external test valve	
WWP	Northwest of Bldg 1000 Digester Complex		4160 Volts	480 Volts	1,500 KVA			Internal	Unknown	Need to add external test valve	
WWP	Northwest of Bldg 1000 Digester Complex		4160 Volts	480 Volts	1,500 KVA			Internal	Unknown	Need to add external test valve	
WWP	West of Bldg 0520 Blower #3 Bldg		4160 Volts	480 Volts	500 KVA			Internal	Unknown	Need to add external test valve	
WWP	West of Bldg 0520 Blower #3 Bldg		4160 Volts	208 Volts	225 KVA			Internal	Unknown	Need to add external test valve	
WWP	Northwest of Bldg 0910 Centrifuge Bldg		4160 Volts	480 Volts	1,000 KVA			Internal	Unknown	Need to add external test valve	
WWP	West of Bldg 2000, Wet Weather Pump Station (WWPS)		34.5 kV	4160 Volts	10/11.2/12.5/14 MVA	Virginia Transformer	Oct-2002	External	6/29/2018	Transformer has (2) two tanks, located within fenced-in area	
WWP	West of Bldg 2000, Wet Weather Pump Station (WWPS)		34.5 kV	4160 Volts	10/11.2/12.5/14 MVA	Virginia Transformer	Oct-2002	External	6/29/2018	Transformer has (2) two tanks, located within fenced-in area	
WWP	Between Bldg 2015 WWPS Elec Bldg and Bldg 2050 WWPS Storage		4160 Volts	480 Volts		Cooper Power Systems	Jul-2007	External	Unknown	Transformer located within fenced-in area	
WWP	Between Bldg 2015 WWPS Elec Bldg and Bldg 2050 WWPS Storage		4160 Volts	480 Volts		Cooper Power Systems	Jul-2007	External	Unknown	Transformer located within fenced-in area	
WWP	North of Bldg 0725 Chlorine Contact Bldg		4160 Volts	480 Volts		Eaton		External	Unknown		
WWP	Southwest of Bldg 0850 Reaeration Structure		4160 Volts	480 Volts				Internal	Unknown	Need to add external test valve; Fair Condition	
WWP	North of Bldg 0750 Dechlorination Bldg		4160 Volts	480 Volts		Sunbelt Transformers		Internal	Unknown	Need to add external test valve	
WWP	West of Bldg 0800 Effluent PS Elec Bldg	0800-XFR-01	4160 Volts	480 Volts		Cooper Power Systems	Jul-2007	Internal	Unknown	Need to add external test valve	



## Project Proposal

City of Fort Wayne, IN

Board of Public Works

City Utilities Oil-Filled Transformer Preventative Maintenance Program

QP: 181415-REV 1

January 25, 2019



[WWW.PREMIERPOWERMAINTENANCE.COM](http://WWW.PREMIERPOWERMAINTENANCE.COM)

"INTEGRITY, SKILL, TEAMWORK"

**Proposal: City of Fort Wayne, IN**

**QP: 181415-REV 1**

**Date: January 25, 2019**

Board of Public Works  
Citizens Square  
200 E. Berry, Suite 210  
Fort Wayne, IN 46802  
260-427-6050

**SUBJECT: City Utilities Oil-Filled Transformer Preventative Maintenance Program**

To whom it may concern,

Premier Power Maintenance is pleased to offer the following proposal for your consideration. Premier Power will furnish qualified & trained technicians and/or Engineers, materials, and equipment necessary to complete the project outlined in this proposal.

Premier Power Maintenance very much appreciates your consideration in bidding this scope of work. Premier Power Maintenance is a fully accredited testing company as recognized by the InterNational Electrical Testing Association (NETA). As such, NETA certified test technicians and Engineers will execute the work, as outlined in the request for quotation. All Company field personnel possess the professionalism, training, and experience to perform the work in a safe manner with quality, detail, and accuracy as top priorities.

The entire team at Premier Power Maintenance would like to thank you for giving us the opportunity to submit a proposal that will meet your specific needs. If I can be of any further assistance, please don't hesitate to contact me anytime at 517-245-5512. I hope to hear from you soon and look forward to assisting you in the future.

This proposal does not include any state or local taxes that may apply. Please provide attached signed customer acknowledgement form or written purchase order for the services attached to:

**Premier Power Maintenance**  
**7262 Kensington Rd.**  
**Brighton, MI 48116**  
**[brian.ellegiers@premierpower.us](mailto:brian.ellegiers@premierpower.us)**

**WWW.PREMIERPOWERMAINTENANCE.COM**

**"INTEGRITY, SKILL, TEAMWORK"**



**Dedication to Safety:**

Premier Power Maintenance always has been and always will be fully committed to completing the work, regardless of the scope, in a safe and professional manner. Safety is the single greatest priority for Premier's owners through Premier's field staff. In fact, three of the five owners of Premier as well as our Safety Directors and Managers are in the field on jobs on a routine basis making sure the safety of our team members and customers is not compromised.

**Key Importance's of Premier's Safety Program are:**

- Weekly safety meetings with all team members
- 100% company provided up-to-date PPE for all tasks
- Daily pre job meetings discussing entire job with the risks and mitigation for the risks documented on "Job Hazard Analysis" and "Emergency Action Plan" forms
- Miscellaneous job site audits by Premier Owners, Managers, and Safety Directors
- Specific safety training for all tasks and equipment used
- All technicians OSHA 10 hour or 30 hour
- Monthly "Safety Award" for team members showing outstanding regard to safety
- Annual CPR / First Aid training for all team members
- Annual NFPA 70e electrical arc flash training
- 22 year average "Experience Modification Rating" of 0.817
- Routinely updated "Corporate Safety Manual" and team member training on updated policies

**Dedication to Quality:**

Premier Power Maintenance has and always will be fully committed to completing the scope of work at the highest level of quality and accuracy. Over the years, Premier Power Maintenance has developed myriad policies and procedures for all Team Members to ensure quality and high level of work is not compromised. Ongoing internal and external training keep Team Members at the forefront of new safety initiatives across the entire Company service offerings.

**Key Importance's of Premier's Quality Assurance are:**

- Premier Power Maintenance is an accredited member of the International Electrical Testing Association (NETA) and proudly employs NETA Level I, II, III, and IV certified Technicians & Engineers and currently maintains over 50% at Level III or IV.
- Premier Power Maintenance team members in charge of running projects include NETA Certified Professional Engineers, Electrical Engineers, certified Project Managers, and Senior Level Field Service Technicians with 100's of years of combined experience.
- Premier Power Maintenance utilizes a wide variety of documentation with verification of multiple team members to ensure that all equipment is returned to as found status, torqued to spec, and ready to re-energize at the end of the project.
- Premier Power Maintenance owns and maintains an enormous amount of state-of-the-art test equipment at all of our offices and documents yearly calibration of all pieces to ensure the most accurate test results.
- Provide both in house and third party training for safety, various tasks of the job, and all specialty equipment in order to maintain our high standards.

**WWW.PREMIERPOWERMAINTENANCE.COM**

**"INTEGRITY, SKILL, TEAMWORK"**

**Premier Power Maintenance will perform the following:**

**Job Scope:**

**Services Performed Annually (Preventative Maintenance Schedule 1) – Typically performed October of each year:**

- Inspect cables and connections for heat distress, corrosion and dirt.
- Inspect bushings for cracks, chips, tracks, dirt, leaks. Clean and coat as required.
- Inspect tank and radiators/fins for rust, peeling paint, corrosion, physical damage, dirt, and leaks.
- Inspect grounds for corrosion and tightness of bolts.
- Inspect arrestors for cracks, chips, tracks, dirt and leaking oil.
- Inspect relief devices for leakage and obstructions.
- Verify positive pressure of vapor space.
- Inspect tap changers as required.
- Inspect fans as required. Inspect motor bearings, clean blades, and automatic start.
- Inspect all gauges for proper operation; ensure they are in good condition and in operating order.
- Record all readings of all gauges.
- Perform the following ASTM tests on the oil in each oil-filled transformer:
  - ASTM-D3612-02 (Dissolved Gas Analysis)
  - ASTM D1533-12 (Moisture Content)
  - ASTM D1816-12 (Dielectric Breakdown at 1 mm)

**Services Performed Every Three (3) years (Preventative Maintenance Schedule 2) – Typically performed October of each year:**

- All Items listed in Preventative Maintenance Schedule 1
- Perform "IR" Infrared Thermography on all oil-filled transformers. Contractor must provide a total comprehensive report with photo images of the interiors of the primary and secondary sections of each oil-filled transformer. Contractor must be Level 1 Certified and use equipment similar to or equivalent to a FLIR Infrared Camera.
- Items to be included are as follows:
  - Cables and connections
  - Bushings
  - Tanks and radiators/fins during operation
  - Grounds
  - Arrestors
- Perform these additional ASTM tests on the oil in each oil-filled transformer:
  - ASTM D971-12 (Interfacial Tension)
  - ASTM D974-14e2 (Acid Number)
  - ASTM D1500-12 (Color Number & Visual Examination)
  - ASTM D1524-15 (Color Number & Visual Examination)
  - ASTM D4052-16 (Relative Density (Specific Gravity))
  - ASTM D924-15 (Power Factor @25° C)
  - ASTM D2668-07 (Oxidation Inhibitor)
  - ASTM D6786-15 (Particle Count)
  - ASTM D5837-15 (Furanic Compounds (Cellulose Degradation))

## EXHIBIT B

### Services Performed As Needed

- The following is a list of transformers and location that are to have external sampling valves installed and in what year of the contract:

FACILITY	LOCATION	Address	YEAR
FLP	East of 3410 Electrical Bldg	1100 Griswold Dr	One
FLP	East of 3410 Electrical Bldg	1100 Griswold Dr	One
WPCP	North of 0340 Headworks	2601 Dwenger Ave	Two
WPCP	North of 0340 Headworks	2601 Dwenger Ave	Two
WPCP	SE of 1000 Digester Complex	2601 Dwenger Ave	Two
WPCP	SE of 1000 Digester Complex	2601 Dwenger Ave	Two
WPCP	West of 0520 Blower 8 Bldg	2601 Dwenger Ave	Three
WPCP	West of 0520 Blower 8 Bldg	2601 Dwenger Ave	Three
WPCP	NE of 0520 Blower 8 Bldg	2601 Dwenger Ave	Three
WWPS	SW of 0850 Rearation Structure	2802 Lake Ave	Four
WWPS	North of 0750 Dechlorination Bldg.	2802 Lake Ave	Four
WWPS	West of 0800 Effluent Pump Station	2802 Lake Ave	Four

### Additional Services and Repairs:

- Any additional repairs, parts or services which are required will be brought to the attention of the owner after each service/inspection.
- Repairs will only be made after a quotation has been presented and proper authorization from the owner is given.

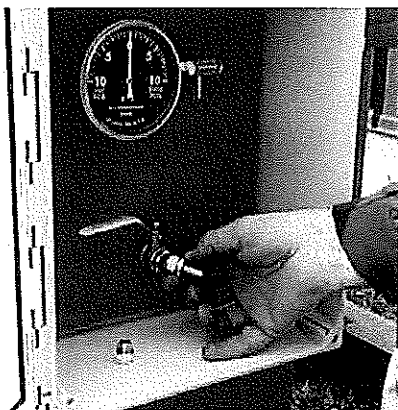
A rate sheet is included which will apply for all services outside of the scope included herein.

### Work Schedule:

Services will take during mutually agreed upon dates between 2019 – 2023. FLP and SJD locations will have every 3 year maintenance completed in years 1 and 4. WPCP will have every 3 year maintenance completed in years 2 and 5. WWPS will have every 3 year maintenance completed in year 3.

### Additional Comments:

When we install the external oil valves we will also be installing a pressure valve to show pressure on that line. An example is shown below. Actual provided material may look slightly different than this representation:



[WWW.PREMIERPOWERMAINTENANCE.COM](http://WWW.PREMIERPOWERMAINTENANCE.COM)

**“INTEGRITY, SKILL, TEAMWORK”**

## List of Transformers included in this scope of work:

Oil Filled Transformer List					
FACILITY	LOCATION	ID TAG	VOLTAGE		TR/
			PRIMARY	SECONDARY	
FLP	East of Bldg XXXX		4160 Volts	480 Volts	2,500 KVA
FLP	East of Bldg XXXX		4160 Volts	480 Volts	2,500 KVA
SID	South of St. Joe. Dam Electrical Bldg.		34.5 kV	4160 Volts	2,000 KVA
SID	South of St. Joe. Dam Electrical Bldg.		34.5 kV	4160 Volts	2,000 KVA
WPCP	North of Bldg 0350 Preliminary Treatment Bldg (Headworks)		4160 Volts	480 Volts	2,500 KVA
WPCP	North of Bldg 0350 Preliminary Treatment Bldg (Headworks)		4160 Volts	480 Volts	2,500 KVA
WPCP	Northwest of Bldg 1000 Digester Complex		4160 Volts	480 Volts	1,500 KVA
WPCP	Northwest of Bldg 1000 Digester Complex		4160 Volts	480 Volts	1,500 KVA
WPCP	West of Bldg 0520 Blower #8 Bldg		4160 Volts	480 Volts	500 KVA
WPCP	West of Bldg 0520 Blower #8 Bldg		4160 Volts	208 Volts	225 KVA
WPCP	Northwest of Bldg 0910 Centrifuge Bldg		4160 Volts	480 Volts	1,000 KVA
WWPS	West of Bldg 2000, Wet Weather Pump Station (WWPS)		34.5 kV	4160 Volts	10/11.2/12.5/14 MVA
WWPS	West of Bldg 2000, Wet Weather Pump Station (WWPS)		34.5 kV	4160 Volts	10/11.2/12.5/14 MVA
WWPS	Between Bldg 2015 WWPS Elec Bldg and Bldg 2050 WWPS Storage		4160 Volts	480 Volts	
WWPS	Between Bldg 2015 WWPS Elec Bldg and Bldg 2050 WWPS Storage		4160 Volts	480 Volts	
WWPS	North of Bldg 0725 Chlorine Contact Bldg		4160 Volts	480 Volts	
WWPS	Southwest of Bldg 0850 Rearrangement Structure		4160 Volts	480 Volts	
WWPS	North of Bldg 0750 Dechlorination Bldg		4160 Volts	480 Volts	
WWPS	West of Bldg 0800 Effluent PS Elec Bldg	0800-XFR-01	4160 Volts	480 Volts	

Addendum 1- Added to the Scope of Work is the Morton St. Transformer

**Resume:**

Premier Power Maintenance has 80+ NETA accredited field service technicians, more than half of which are within 180 miles of Fort Wayne, Indiana. It is not possible to predict which technicians we will send to complete this scope of work, but here is an example resume which represents the average field service technician.

<b>NETA II SENIOR FIELD SERVICE TECHNICIAN</b>
--

<b>PROFESSIONAL EXPERIENCE:</b>	<ul style="list-style-type: none"> <li>• Premier Power Maintenance</li> </ul> <p><u>Core Competencies</u></p> <ul style="list-style-type: none"> <li>• Cable Testing-Insulation Resistance, DC Hi-Pot, VLF, and Tan Delta</li> <li>• Medium voltage air and vacuum circuit breaker maintenance, testing, rebuild and repair.</li> <li>• Low voltage circuit breaker maintenance, testing, rebuild/retrofit and repair.</li> <li>• Ground/Ground Fault Testing</li> <li>• Transformer Testing (Dry-Type and Oil Filled): Doble Testing (Power Factor), Winding Resistance, Insulation Resistance, Turns Ratio, Internal Inspections and Field Service (Including Bushing Replacement)</li> <li>• Oil and Dissolved Gas Sampling</li> <li>• Testing/Cleaning of Primary/Secondary Switches, MCC's, PDU's, Load Breaks, Molded Case Breakers, and ATS Switches</li> <li>• Testing/Commissioning Utility Yard Transformers, Manual and Motor Operated Load Breaks, S16, Vacuum, and Oil Circuit Breakers, CT's, PT's, Capacitor Banks</li> <li>• Medium and low voltage substation installation and commissioning.</li> <li>• 480v Breaker Testing (Primary and Secondary Injection, Retrofit, Repair, Rebuild)</li> <li>• Protective relay testing.</li> <li>• Project estimating and budgeting</li> <li>• Report Writing</li> </ul>
<b>CERTIFICATIONS, LICENSING, AND SPECIALIZED TRAINING:</b>	<ul style="list-style-type: none"> <li>• Transportation Worker Identification Credential (TWIC)</li> <li>• OSHA - 10 Hour Certified</li> <li>• First Aid Certified (First Aid, CPR, AED, Environmental Hazards)</li> <li>• Doble Training</li> <li>• Power DB Training</li> <li>• Megger basic and advanced protective relay technician courses.</li> <li>• HV Diagnostics - VLF and Tan Delta Training Course</li> <li>• Electrical Safety Training Course, Including Arc Flash, Lockout, and Grounding</li> <li>• Basic Safety and Hazard Analysis</li> <li>• Member, International Electrical Testing Association, Level II</li> </ul>

**WWW.PREMIERPOWERMAINTENANCE.COM**

**"INTEGRITY, SKILL, TEAMWORK"**

## Oil Sampling:

Premier Power Maintenance utilizes TJ / H2b for our oil processing needs.



The Leader In Condition  
ASSESSMENT



Home Welcome **About Us** Contact Us Profile

TechCon  
Diagnostics  
Services  
Download Forms  
Publications List  
Special Partnerships

## About Us

TJ/H2b Analytical Services, Inc. is a full service laboratory that offers analytical testing and diagnostic evaluation of oil and gas insulated electrical equipment.

Additionally, TJ/H2b performs environmental testing for hazardous materials that are used in high voltage electrical equipment, employing a wide variety of physical, chemical and electrical testing methods for routine and investigatory analyses.

Testing yields information about the condition of the material and the equipment or site from which the sample was taken.

TJ/H2b provides material and/or equipment specific diagnostic evaluations and consultation services to give as complete an analysis as possible. Substantial individual projects are routinely handled with no loss in turnaround time or quality performance.

TJ/H2b has developed three proprietary diagnostic evaluations for differing types of high voltage electrical equipment: Breaker Oil Analysis (BOA™) for oil filled circuit breakers, Tap changer Activity Signature Analysis (TASA™) for on-load Tap Changers and Transformer Condition Assessment (TCA™) for oil insulated transformers of any size. Please select a diagnostic for more information.

TJ/H2b has also developed sampling and testing procedures for SF6 that can significantly reduce the cost of breaker maintenance

WWW.PREMIERPOWERMAINTENANCE.COM

**"INTEGRITY, SKILL, TEAMWORK"**

**References:**

<b>COMPANY</b>	Heartland REMC
<b>CONTACT PERSON</b>	Doug Pennington & Colt Burnau
<b>ADDRESS</b>	PO Box 605
<b>CITY, STATE, ZIP</b>	Markle, IN 46770
<b>PHONE</b>	260-433-1973
<b>FAX</b>	N/A
<b>E-MAIL</b>	cburnau@heartlandremc.com
<b>DESCRIPTION OF SIMILAR JOB AND DATE</b>	Premier will perform electrical testing on all Transformers, regulators, and reclosers (including controllers) associated with each substation. All tanks will be lowered on all VWE reclosers and oil will be circulated through filters. In addition to electrical testing at these substations, Premier will also perform battery, relays, and SF6 testing at the Dalman substation.

<b>COMPANY</b>	Nucor Steel
<b>CONTACT PERSON</b>	Greg Boyd
<b>ADDRESS</b>	4537 S Nucor Rd.
<b>CITY, STATE, ZIP</b>	Crawfordsville, IN 47933
<b>PHONE</b>	765-364-1323
<b>FAX</b>	N/A
<b>E-MAIL</b>	Greg.Biyl@Nucor.com
<b>DESCRIPTION OF SIMILAR JOB AND DATE</b>	Monthly transformer inspections of all in service transformers on site. This includes adding oil and nitrogen blankets to the transformers as needed. Also this includes replacing gauge lenses on ones that are foggy or unable to see through.

**EXHIBIT B**

<b>COMPANY</b>	Broad River Energy
<b>CONTACT PERSON</b>	Martin Null
<b>ADDRESS</b>	1124 Victory Trail Road
<b>CITY, STATE, ZIP</b>	Gaffney, SC 29340
<b>PHONE</b>	865-761-3171
<b>FAX</b>	N/A
<b>E-MAIL</b>	MNull@Broadriverenergy.com
<b>DESCRIPTION OF SIMILAR JOB AND DATE</b>	Oil processing, pack and/or replace bottom drain valves on transformer, and radiator gasket replacement for two of the Broad River Energy GSU Transformers:

**Customer Requirements:**

- Supplying all protective device settings, any necessary electrical drawings, and manufacturer's equipment manuals. If drawings and settings are not available, Premier can update one-line drawings and perform a coordination study for an additional fee.
- Coordinating any necessary outages as required.
- Performing all switching required to de-energize or re-energize the equipment for testing, maintenance, repair and/or replacement. Switching is not included in the proposed scope of work. However, Premier can assist in any switching at your request for an additional fee.
- Arranging any utility outages that may be required.
- Locking out and Tagging out as required.
- Providing clear access to work site and equipment.
- The price is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job will need to be evaluated and will be added on a time and material basis
- Any parts found defective during work scope execution will be quoted separately.
- On-site lost time delay man-hours at no fault to Premier technicians will be an extra.
- Premier is not responsible for any delays or cancellations due to weather. It is the client's responsibility to communicate re-scheduling any work due to adverse weather. The client will be charged any time incurred due to weather delays or cancellations.
- Provide access to de-energized padmount transformers as needed to conduct IR scans and oil valve installations.

[WWW.PREMIERPOWERMAINTENANCE.COM](http://WWW.PREMIERPOWERMAINTENANCE.COM)

**"INTEGRITY, SKILL, TEAMWORK"**



**Project Investment:**

## FLP and SJD Facilities-

Years 1 thru 5.....\$30,130.00

## WPCP and WWPS Facilities:

Years 1 thru 5.....\$120,340.00

**Total Project Price.....\$150,470.00**

\* Please read terms and conditions attached. Any additional costs associated with replacement components are not included.

\* Price does not include any applicable taxes and or shipping.

\* Price is based upon payment in the agreed to time frame of thirty (30) days NET upon invoicing. If payment is not received within the 30 day time frame a 2% penalty fee per month to the total cost will be applied beginning on the 31<sup>st</sup> day and will be cumulative. See price & terms in Terms & Conditions for potential additional charges due to delinquent payment.**Optional 3 year plan for consideration:**

Year 6: \$19,850.00

Year 7: \$20,213.00

Year 8: \$16,838.00

This option continues the testing schedule for an additional 3 years.

Work will be completed through City of Fort Wayne Representatives. All work will be completed in a workman like manner and all local, NEC and NESC codes will be followed. After reviewing the data submitted, if you have any questions, or need further assistance, please do not hesitate to call.

Sincerely,

*Brian Ellegiers*

Brian Ellegiers  
 Northern Region Operations Manager  
 Brian.ellegiers@premierpower.us  
 Mobile – 517-230-6620  
 www.premierpowermaintenance.com

**WWW.PREMIERPOWERMAINTENANCE.COM**

**"INTEGRITY, SKILL, TEAMWORK"**

**Customer Acknowledgement**

Premier Power Maintenance has been requested to perform the services described on this proposal. This work authorization is an acceptance of this work scope per the terms & conditions provided with this document, and forms the basis of contract with Premier Power.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[WWW.PREMIERPOWERMAINTENANCE.COM](http://WWW.PREMIERPOWERMAINTENANCE.COM)

**"INTEGRITY, SKILL, TEAMWORK"**

## **Terms and Conditions**

Any order, contract, purchase order, or direction to proceed with any work arising out of all or part of this quotation is subject to all terms and conditions set forth herein without exception. These terms and conditions may not be modified or nullified by any additional terms or conditions set forth by any written or oral statement by the buyer unless each modification or nullification is clearly set forth and assented to in writing by a corporate officer of Premier.

### **PRICE AND TERMS**

All quotations are valid for 30 days from the date of quotation unless otherwise noted on the quotation. Prices do not include shipping, sales tax, use tax, value added tax, or similar taxes, which, if applicable will be added to billings. Delay in payment costs will be chargeable at 2% per month. Any costs to collect delinquent payments or to enforce terms and conditions of this agreement will be chargeable to the buyer. Acceptance of an order to proceed is subject to credit approval by Premier and Premier reserves the right to require adequate payment guarantee before proceeding or during the progress of the project.

### **LIMITED WARRANTY AND LIMIT OF LIABILITY**

Premier warrants the work and material to be free of defects in workmanship for a period of one (1) year from date of completion of any part of the work. All calibration, all testing, all inspection will be performed by trained technicians using equipment, criteria, parameters usual and ordinary in the industry. Any materials furnished will carry only the manufacturer's warranty without any further warranty by Premier. Premier will assist the buyer in processing Warranty Claims for any material furnished if required. Premier's liability under any warranty claim shall not exceed the cost of the Services provided herein and will not include special, consequential, penal, incidental, loss of use, loss of production costs of damages. Liability to Premier is restricted to the specific part of device worked on not on attached or adjacent equipment: and includes proper repair or replacement only.

### **INSURANCE**

Premier will provide Workman's Compensation, Public Liability and Property Damage Insurance for its work. The Buyer shall maintain adequate Fire and Extended Coverage for the building and all equipment therein. Buyer shall maintain Board Forum Builders Risk Insurance on the work or shall self-insure for same. Premier shall self-insure for same. Premier shall be held harmless by the Buyer from any claims arising out of damage to adjacent material, equipment, buildings, processes other than the part or device actually being worked on. The only item in Premier's custody or control shall be construed to be the part or device actually worked on.

### **SAFETY**

This quotation does not include any work efforts to rectify unsafe working conditions. The Buyer shall rectify any unsafe conditions reported to him. Any work efforts by Premier to overcome unsafe conditions shall be paid for as extra work.

### **TIME**

Work will proceed as promptly as possible after receipt of your order and will proceed in an orderly fashion. Should out of sequence work be requested by the Buyer and it increases costs to Premier, the Buyer shall make an equitable adjustment in Contract price. Should the Buyer delay the work or any part unreasonable for any unreasonable time an equitable adjustment in the price shall be made. Premier is not liable for delays beyond its reasonable control. Overtime or work performed outside of normal working hours shall be billed separately unless it is clearly set out as part of the quotation.

### **CONCEALED CONDITIONS**

Should concealed conditions or unknown conditions be a variance with the conditions indicated by the Contract Documents, or in this quotation, or should unknown physical conditions, or should concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

Revised: 12/1/2017

**WWW.PREMIERPOWERMAINTENANCE.COM**

**"INTEGRITY, SKILL, TEAMWORK"**

Client#: 125722

PREMIPOW1

**EXHIBIT C****ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pillar Group Risk Management A division of Dimond Bros. 11708 North College Avenue Carmel, IN 46032	<b>CONTACT NAME:</b> Karl Hendrix <b>PHONE (A/C, No, Ext):</b> 317 853-3554 <b>FAX (A/C, No):</b> 317 853-3555 <b>E-MAIL ADDRESS:</b> khendrix@pillargrp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Premier Power Maintenance Corporation 4035 Championship Dr. Indianapolis, IN 46268	<b>INSURER A :</b> Amerisure Mutual Insurance Company	<b>NAIC #</b> 23396
	<b>INSURER B :</b> Allianz Global Corporate & Specialty	
	<b>INSURER C :</b> Amerisure Insurance Co.	19488
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP20509851102	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA20509871101	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CU20509881102	01/01/2019	01/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC205098611	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Rented/Leased			MZI93012998	01/01/2019	01/01/2020	120,000 Ded: 1,000
B	Installation Fl			MZI93012998	01/01/2019	01/01/2020	1,000,000 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Work done for the Certificate Holder

(See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

City of Fort Wayne, its Divisions & Subsidiaries  
 Citizens Square  
 City of Ft Wayne Purchasing Dept  
 200 E Berry, #490  
 Fort Wayne, IN 46802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John W. Hansen III*

© 1988-2014 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

Subject to the terms and conditions of the policy, City of Fort Wayne, Its Divisions and Subsidiaries are added as additional insureds on the General Liability but only if required by written contract and only with respects to liability arising out of the work performed by or on behalf of the named insured for the Certificate Holder.

The Producer shown on the ACORD 25 will provide the Certificate Holder 30 days written notice of cancellation if cancellation of the policy(ies) shown on the Certificate is initiated by the Insurance Company(ies) for reasons other than non-payment of premium.

## Exhibit D: Terms and Conditions

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purposes for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's 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.
6. **INSURANCE.** Supplier 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
(c)	Automobile Liability	\$1,000,000 minimum per occurrence
(d)	Products Liability	\$1,000,000 minimum 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:  
CITIZENS SQUARE  
City of Fort Wayne Purchasing Department  
200 E Berry, Suite 490  
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

**CONTRIBUTION STATEMENT BY A BUSINESS ENTITY**

I, Brian Ellegiers, under the penalties of perjury, affirm and state as follows:

1. I am over the age of eighteen (18) years old.
2. I am an officer or party of the below named company/firm, a business entity within the meaning of Section 37.28 of the Fort Wayne Municipal Code of Ordinances (the "City Code").
3. As an officer or party of the below named company/firm, I am authorized to execute this *Contribution Statement by a Business Entity* on behalf of said business entity.
4. Since January 1, 2018, neither the below named company/firm, nor any of its covered principals, partners, officers, subsidiaries, or other individuals as defined in Section 37.28 has made a contribution to any City of Fort Wayne candidate or holder of public office, whether directly or indirectly by contribution to such candidate's or holder of public office's campaign committee, a City or Allen County party committee or a political action committee that regularly engages in the support of municipal elections and/or municipal parties in the City of Fort Wayne, which would prohibit the City of Fort Wayne from negotiating or entering into a contract with the below named company/firm under Section 37.28 of the City Code.
5. This *Contribution Statement by a Business Entity* is made pursuant to Section 37.28 of the City Code to support approval of a contract between the City of Fort Wayne, Indiana and the below named company/firm.

Premier Power Maintenance  
Company/Firm

1/31/19  
Date

By: 

Printed: Brian Ellegiers

Title: Northern Region Operations Manager

2-27-2018

**CITY OF FORT WAYNE, INDIANA**

**Premier Power Maintenance**  
**(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

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

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

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

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

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

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

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

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

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

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

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

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

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

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



**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, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)

Including contractual employment for services in the previous 3 years:

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

---

---

- c. Relationship to Member of Immediate Family holding elective 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 \_\_\_\_\_ No X

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).

---

---

---

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

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

---

---

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

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

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

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

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

#### Section 4: CERTIFICATION OF DISCLOSURES

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

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

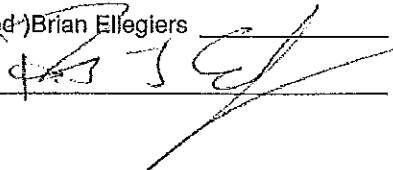
elements as the offense of bid-rigging or bid-rotating

- 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

Premier Power Maintenance \_\_\_\_\_ 7262 Kensington Rd. Brighton, MI 48116  
(Name of Vendor) Address  
( 517 ) 230-6620 Telephone  
Brian.ellegiers@premierpower.us 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) Brian Ellegiers Title: Northern Region Operations Manager  
Signature  Date: 1/31/2109

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

**CONTRIBUTION STATEMENT BY A BUSINESS ENTITY**

I, Brian Ellegiers, under the penalties of perjury, affirm and state as follows:

1. I am over the age of eighteen (18) years old.
2. I am an officer or party of the below named company/firm, a business entity within the meaning of Section 37.28 of the Fort Wayne Municipal Code of Ordinances (the "City Code").
3. As an officer or party of the below named company/firm, I am authorized to execute this *Contribution Statement by a Business Entity* on behalf of said business entity.
4. Since January 1, 2018, neither the below named company/firm, nor any of its covered principals, partners, officers, subsidiaries, or other individuals as defined in Section 37.28 has made a contribution to any City of Fort Wayne candidate or holder of public office, whether directly or indirectly by contribution to such candidate's or holder of public office's campaign committee, a City or Allen County party committee or a political action committee that regularly engages in the support of municipal elections and/or municipal parties in the City of Fort Wayne, which would prohibit the City of Fort Wayne from negotiating or entering into a contract with the below named company/firm under Section 37.28 of the City Code.
5. This *Contribution Statement by a Business Entity* is made pursuant to Section 37.28 of the City Code to support approval of a contract between the City of Fort Wayne, Indiana and the below named company/firm.

Premier Power Maintenance  
Company/Firm

1/31/19  
Date

By: 

Printed: Brian Ellegiers

Title: Northern Region Operations Manager

2-27-2018

**CITY OF FORT WAYNE, INDIANA**

**Premier Power Maintenance**  
**(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

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

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

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

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

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

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

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

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

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

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

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

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

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

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

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

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

**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, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

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

---

---

- c. Relationship to Member of Immediate Family holding elective 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 \_\_\_\_\_ No X

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).

---

---

---

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

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

---

---

---

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

Yes \_\_\_\_ No X

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

Name / Position / Payment Terms:

---

Name / Position / Payment Terms:

---

Name / Position / Payment Terms:

---

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

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

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

#### Section 4: CERTIFICATION OF DISCLOSURES

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

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

elements as the offense of bid-rigging or bid-rotating

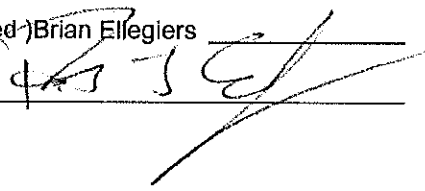
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to 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

Premier Power Maintenance \_\_\_\_\_ 7262 Kensington Rd. Brighton, MI 48116  
(Name of Vendor) Address  
( 517 ) 230-6620 Telephone  
Brian.ellegiers@premierpower.us 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) Brian Ellegiers \_\_\_\_\_ Title: Northern Region Operations Manager

Signature  \_\_\_\_\_ Date: 1/31/2109

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



## Council Agenda Item Submission Form

Staff Contact: Doug Fasick

Division: (Select from Drop-down): Utilities

Department: Planning and Design Services

Today's Date: 02/05/2019

---

Issue: Service Agreement with Premier Power Maintenance for Preventative Maintenance on Oil-Filled Transformers for Water Pollution Control Plant

Type of Action: Ordinance ☒ Resolution ☐ Presentation ☐

Anticipated Introduction Date (2nd or 4th Tuesday): 02/12/2019

Presenter: Doug Fasick

Is there a requirement for a public hearing? ☐ Yes ☒ No

Is there a deadline for your final action? ☒ Yes ☐ No If yes, deadline date: 02/26/2019

Do you need to meet with the Mayor and Deputy Mayor regarding this issue? ☐ Yes ☒ No

Do you plan to meet with Councilmembers to educate on issue? ☐ Yes ☒ No

Williams, Stephen

---

# Interoffice Memo

Date: February 6, 2019  
To: Common Council Members  
From: Doug Fasick, Program Manager, City Utilities Engineering  
RE: **Resolution #105-9-28-18-2 – Water Pollution Control Plant Oil-Filled Transformer Preventative Maintenance Program**

## Council District # City Wide

The vendor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "Water Pollution Control Plant Oil-Filled Transformer Preventative Maintenance Program" as follows: This Contract is for performing preventative maintenance on all City Utilities owned oil-filled transformers. The oil-filled transformers are at various locations throughout the Sewer District. This contract will be for a period of five (5) years.

Implications of not being approved: Electrical oil-filled transformers require periodic maintenance and testing to ensure optimal performance. These transformers are powering critical treatment and collection system equipment at the facilities and if not properly maintained it could result in premature failure and/or reduced capacity of these critical systems.

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

## Selection and Approval Process:

The vendor was selected through a Request for Proposals. The RFP announcement was publically advertised and posted on the City website, and one (1) submitted Proposals. Utilities Engineering staff reviewed the qualifications of the interested vendors. Utilities Engineering selected Premier Power Maintenance 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 February 5, 2019.

The cost of said project funded by: Sewer Revenue

Council Introduction Date: February 12, 2019

CC: BOW  
Matthew Wirtz  
Diane Brown