

BILL NO. S-19--06-09

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES - THREE RIVERS FILTRATION PLANT HVAC PHASE I - RESOLUTION/W.O. #66754 - NOT TO EXCEED \$155,240.00 between PRIMARY ENGINEERING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the PROFESSIONAL ENGINEERING SERVICES - THREE RIVERS FILTRATION PLANT HVAC PHASE I - RESOLUTION/W.O. #66754 - NOT TO EXCEED \$155,240.00 by and between PRIMARY ENGINEERING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Professional Engineering consultation and advice, and other customary services incidental thereto. Includes the following: The replacement of the existing three (3) boilers and a majority of the existing unit heaters and radiators throughout the facility;

involving a total cost of not to exceed ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED FORTY AND 00/100 DOLLARS - (\$155,240.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

CU 5-21-19

PROFESSIONAL SERVICES AGREEMENT

THREE RIVERS FILTRATION PLANT HVAC PHASE 1

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 210
Fort Wayne, IN 46802

and

Primary Engineering, Inc. (ENGINEER)
2828 Lake Avenue
Fort Wayne, IN 46805

Who agree as follows:

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

APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

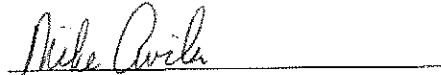
BY:


Shan Gunawardena, Chair

BY:


Kumar Menon, Member

BY:


Mike Avila, Member

ATTEST:


Michelle Bulk-Vondran, Clerk

DATE:

5.21.19

APPROVED FOR ENGINEER

BY:


Michael E. Lubbehusen, Vice President

DATE:

05/10/2019

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

The Three Rivers Filtration Plant (TRFP) has three plants that were built in different phases. The last phase was constructed in 1981. It was during this last phase that the current three 150 Hp Cleaver-Brooks steam boilers were installed. It was also during this time that a majority of the steam distribution and condensate return piping was replaced or installed. The existing boilers and a majority of the distributed heating units are in need of replacement.

Approximately thirty (30) unit heaters and twenty-five (25) radiators are to be replaced along with associated appurtenances.

C. SCOPE OF WORK

The duty of the Engineer is to develop final construction drawings. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the Engineer. The Engineer is to adhere to the requirements of the Design Standards Manual and relevant exhibits available on the City of Fort Wayne Website. The Engineer shall develop and provide the following services:

Task 1 - Project schedule and Review Meetings

- 1.1 Prepare and maintain project design schedule.
- 1.2 Attend and develop agenda for the following meetings:
 - a. Project Kickoff Meeting
 - b. 30% Design Review
 - c. 60% Design Review
 - d. 95% Design Review

These meetings are held at the Program Manager's office.

- 1.3 Keep the minutes of the Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 - Preliminary Design

- 2.1 Phase I – Technical Memorandum
 - a. Task is to provide a memorandum that describes that basis of design, design assumptions, and process for making decisions.
- 2.2 Phase II (30% submittal)
 - a. Prepare 30% Design Drawings
 - b. Prepare outline of proposed specifications.
 - c. Perform constructability review for installation and removal of steam boilers.
 - d. Look into potential alarm points from boiler system to Plant SCADA.

- e. Engineer to begin working with City staff on requirements for IDEM Minor Source Operating Permit.
- f. Submit 30% Preliminary Design Documents to the City for review and approval (PDF Version). Submittal to include the following:
 - i. Technical Memorandum
 - ii. Preliminary Design Drawings
 - iii. Specification Outline
- g. After Review Meeting with the Program Manager, incorporate all necessary changes.

Task 3 – Final Design

3.1 Phase I – 60% Design Submittal

- a. Prepare 60% Design Drawings. Incorporate all design improvements presented in Task 2 Phase II. The Drawings will generally include: (estimated)

	<u>Sheets</u>
Title Sheet	1
General Notes, Index and Legend	2
Plan (and Profile) Sheets	12
<u>Special Detail Sheets</u>	<u>4</u>
TOTAL	19

- b. Prepare draft technical specifications and Supplementary Conditions in MF04 format. Coordinate Specification Divisions with City master set.
- c. Prepare list of potential shutdowns and coordination items with City.
 - i. Include constraints
 - ii. Include equipment and system startup, testing, and tie-in requirements
- d. Prepare 60% estimate of probable construction cost
- e. Submit 60% Design Documents to the City for review (PDF Version). Submittal shall include the following:
 - i. Design Drawings
 - ii. Draft Technical Specifications
 - iii. Estimate of Probable Construction Cost
- f. After Review Meeting with the Program Manager, incorporate all necessary changes.

3.2 Phase II – 95% and Bid Set Design Submittal

- a. Prepare 95% Design Drawings. Incorporate all design improvements presented in Task 3 Phase I.
- b. Prepare full set of specifications using City Master Specifications for the improvements, including bid instructions and forms, Contractor Submittals, special provisions and necessary details to supplement City standards. Use MF04 format.
- c. Prepare Final estimate of probable construction cost
- d. Complete a quality control review of the draft Contract Documents
- e. Submit 95% Design Documents to the City for review (PDF Version and Word Docs). Submittal shall include the following:
 - i. Preliminary Design Drawings
 - ii. Specifications
 - iii. Final Estimate of Probable Construction Cost
 - iv. List of Contractor submittals for use in PMIS
- f. After Review Meeting with the Program Manager and approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped paper bond drawings, one (1)

electronic version of the project specifications (Microsoft Word) and one electronic copy of project drawings in PDF and CAD format utilizing the CAD standards in Book 6 of the Fort Wayne Design Standards Manual.

Task 4 - Bidding Phase - The bidding phase services shall include the following:

- 4.1 Engineer shall conduct a Pre-bid Conference with the City.
- 4.2 Designer (Engineer) prepare and assist Owner with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
- 4.3 Assist the City with the preparation of the Agreement for the successful bidder.
- 4.4 Conformed Contract Documents
The Engineer will prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

Task 5 – Construction Phase

3.1 Designer Services During Construction

- a. The City will retain another firm to act as the City's representative, to assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in connection with the construction work to be performed in accordance with the construction Contract Documents. During the construction phase, the Engineer during the design phase will be referred to as the Designer. The Designer shall also provide professional engineering services during the construction phase. The Designer shall consult with, advise, and assist the Engineer in connection with the completion of the work in the construction Contract Documents.
- b. Attend the Pre-Construction Meeting. Meeting will be conducted by the Engineer.
- c. Review of Contractor shop drawings for materials and equipment required for the project to ensure compliance with the project specifications and intent. This includes training and utilization of the City's Project Management Information System (PMIS).
- d. Assist in resolution of any questions or construction issues.
- e. Perform two (2) project site visits.
- f. Designer to assist with on-site start-up and commissioning operations and review of startup documentation of boilers.
- g. Prepare Standard Operating Procedures (SOPs) in electronic format.
- h. Prepare digital and paper copy Record Drawings based upon red-line mark-up from the Contractor and Owner. Submit one (1) electronic copy of Project drawings in both PDF and DWG file format in the latest version.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by June 1, 2019 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE

DATE

Preliminary Design Phase I	August 30, 2019
Preliminary Design Phase II	October 30, 2019
Final Design Phase I	December 15, 2019
Final Design Phase I	January 30, 2020

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by City and negotiated fees, Engineer can provide the following additional services: To be negotiated between City and Primary Engineering as required.

CONTINGENCY TASKS (but not specifically limited to):

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

- Attend additional meetings as needed to review and discuss the project.
- Attend pre-construction meeting.
- Perform site visits to assist Program Manager in resolution of design or construction problems.

PART II

CITY'S RESPONSIBILITIES

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

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

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

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

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Chris Ravenscroft, P.E.

C. DECISIONS

Provide all criteria and full information as to City's requirements for the Services and make timely decisions on matters relating to the Services.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I -- Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$155,240 as summarized in attached Attachment 1.

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

Payment for outside consulting and/or professional services such as Geotechnical, Utility Locates, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER plus 10 percent for administrative costs. The Engineer will obtain written City approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require, and shall include the employee name and title of all staff billing to project.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #430
Fort Wayne, IN 46802

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

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damages actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Engineer's performance under this Agreement shall expire one year after Project Completion.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

<u>Design Phase</u> - (Tasks 1 through 3) For Services outlined in Tasks 1 through 3 a not to exceed fee of:	\$ 111,310.00
<u>Bidding Phase</u> - (Task 4) For Services outlined in Task 4 a not to exceed fee of:	\$ 4,705.00
<u>Construction Phase</u> - (Task 5) For Services outlined in Task 5 a not to exceed fee of:	\$ 24,225.00
<u>Optional Services</u> - As authorized by PM	\$ 0.00
<u>Contingency Allowance</u> - As authorized by PM For <u>Additional Services</u> and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :	\$ 15,000.00
TOTAL NOT TO EXCEED FEE:	\$ 155,240.00

ATTACHMENT #2
EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Principal Engineer	\$185
Professional Engineer	\$170
Lead Electrical Engineer	\$170
CAD Technician	\$85
Administrative Staff	\$60
SCADA Control Engineer	\$225
3D Scanning	\$195
Cost Estimating	\$160
Structural Engineer	\$150

CITY OF FORT WAYNE, INDIANA

Primary Engineering, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒ (XX)

(ii) Distributable income share exceeding 5% ☐

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

Name: Michael E Lubbehusen

Name: Brian C Johnson

Address: 4134 Bullrush Ct, Fort Wayne, IN 46818

Address: 986 Ironwood Dr, Carmel, IN 46033

- 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: Michael Lubbehusen 50 %

Name: Brian Johnson 50 %

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 xx

- 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 xx

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No xx

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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 xx No _____

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

RFQ #2019-01 Three Rivers Filtration Plant HVAC - Phase 1

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

Yes _____ No XX

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

Primary Engineering, Inc.

(Name of Vendor)

2828 Lake Ave, Fort Wayne, IN 46805

Address
() 260-424-0444

Telephone
mlubbehusen@primary-eng.com

E-Mail Address

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

Name (Printed) Michael E. Lubbehusen Title Vice President

Signature  Date 05/15/2019

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, Michael E. Lubbehusen, 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, 2019, 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.

Primary Engineering, Inc.

Company/Firm

05/15/2019

Date

By:



Printed: Michael E. Lubbehusen

Title: Vice President

2-27-2018

Interoffice Memo

Date: June 5, 2019
To: Common Council Members
From: Chris Ravenscroft, City Utilities Engineering
RE: **Three Rivers Filtration Plant HVAC Phase I**
Res. #66754 , W.O. # 66754

Council District # N/A

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. "Three Rivers Filtration Plant HVAC Phase I" generally includes the following. The replacement of the existing three (3) boilers and a majority of the existing unit heaters and radiators throughout the facility.

Implications of not being approved: The existing boilers were installed as part of the 1979 Plant 3 expansion project and have outlived the useful life of the equipment. The unit heaters and radiators to be replaced are of the same vintage. Without the boilers, the facility would have issues maintaining workable conditions for staff and equipment.

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

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, and four (4) firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. Three (3) shortlisted firms submitted Competitive Sealed Proposals. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Primary Engineering, Inc. for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on May 21, 2019.

The cost of said project funded by Water Utility

Council Introduction Date: June 11, 2019

CC: BOW
Matthew Wirtz
Diane Brown

Construction Manager
Chrono
File