

BILL NO. S-20-12-11

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving HYDROMAX USA SERVICE AGREEMENT - \$122,750.00 between HYDROMAX USA LLC 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 HYDROMAX USA SERVICE AGREEMENT - \$122,750.00 by and between HYDROMAX USA LLC 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 LEAK ASSESSMENT OF 24-INCH DUCTILE IRON MAIN USING NAUTILUS SYSTEM, AND CONDITION ASSESSMENT OF 24-INCH DUCTILE IRON MAIN PIPELINE USING P-CATTM

involving a total cost of ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$122,750.00). 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 11.10.2020



SERVICE AGREEMENT: _____

SUPPLIER NAME Hydromax USA	CITY DEPARTMENT City Utilities Engineering
STREET ADDRESS 2501 S Kentucky Avenue	STREET ADDRESS 200 East Berry Street, Suite 250
CITY, STATE, ZIP CODE Evansville, IN 47714	CITY, STATE, ZIP CODE Fort Wayne, IN 46802
ATTENTION/ PHONE Jon Smith, 402.209.9517	ATTENTION/ PHONE Jon Hall

Service Description	Rates
Leak Assessment of 24-Inch Ductile Iron Main using Nautilus System	\$43,000.00
Condition Assessment of 24-Inch Ductile Iron Main Pipeline using p-CATTM	\$79,750.00
Aggregate Price	\$122,750.00

The following is made a part of this Agreement:

Attachments:
Nautilus_DraftFeeProposal_FtWayne_5.11.20.pdf
pCAT_DraftFeeProposal_Ft. Wayne, IN_5.11.20.pdf

This Agreement is entered into between Supplier and the City. 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:

For Independent Contractors: Will any Individuals other than yourself perform work on this project? Yes ☐ No ☒ o If yes, see reverse side for Worker's Comp. requirement.		CITY OF FORT WAYNE:	
By (Signature):		By (Signature): See Next Page	
Printed Name: Jon A. Smith		Printed Name:	
Date: 10/22/2020		Date:	

ADDITIONAL 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 purpose 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 attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
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/ \$2,000,000 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

* Independent Contractors that hire others and indicate that they do NOT carry workers comp insurance must submit a valid Clearance Certificate approved by the Worker's Compensation Board of Indiana.

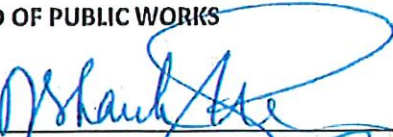
The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, 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 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, the Civil Rights Act of 1964, and Title VI, 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.

Cd 11.10.2020

BOARD OF PUBLIC WORKS

BY:



SHAN GUNAWARDENA, CHAIR

BY:



KUMAR MENON, MEMBER

BY:



CHRIS GUERRERO, MEMBER

ATTEST:



MICHELLE FULK-VONDRAN, CLERK

DATE:

11.10.2020

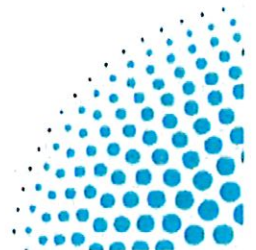
(Date signed by Board)

City of Fort Wayne
Draft Fee Proposal for Condition
Assessment of 24-inch Ductile Iron Main Pipeline using p-CAT™

Prepared for Jon Hall

Prepared by Nora Covy & Alex Sutton

August 7, 2020



understand the present | protect the future

August 7, 2020

Jon Hall
Water Engineer
City Utilities Engineering
200 East Berry Street, Suite 250
Fort Wayne, IN 46802

RE: Condition Assessment of 24-inch DI Transmission Main

Dear Jon,

Hydromax USA (HUSA) in partnership with Detection Services is pleased to introduce Pipeline Condition Assessment Technology (p-CAT™) based on transient signal analysis on 24-inch DI water pipeline owned and operated by the City of Fort Wayne, IN. The p-CAT™ technology delivers non-invasive, high resolution and cost effective diagnosis of pipeline condition over long distances with minimal disruption of current service.

The p-CAT™ works by injecting a controlled transient pressure wave signal (approx. 5-8 psi) into the main utilizing a hydraulic transient generator that can travel long distances along a pipeline (approx. 1-3 miles) with minimal deterioration in signal. The presence of pipe wall damage or lining loss has a visible impact on the injected transient pressure wave trace.

The data acquisition systems (sensors) collect the injected transient pressure wave signals and their reflections caused by pipeline characteristics, such as pipeline fault, wall thickness and material change and pipeline configuration change. Changes in the thickness of pipe wall and lining give rise to reflections which can be theoretically interpreted to obtain a distribution of damage along the pipeline. The collected data is then analysed and interpreted to provide pipeline condition data, including the size and location of defects down to 30 feet spatial accuracy. This process can identify changes in material properties over lengths of pipelines, severe blockages, air pockets, and non-sealing valves.

HUSA is an Independent professional services firm that provides accurate and easily interpretable data, empowering owners to make the best decisions regarding their buried infrastructure. HUSA is committed to the success of your asset management program and will provide the best condition assessment and recommendations possible with today's technologies and knowledge base. We look forward to demonstrating our commitment should this project come to fruition.

Please contact us if you have questions regarding p-CAT™ technology, proposed scope of services and pricing.

Sincerely,



Alex Sutton
Operations Manager
812.746.5840
Alex.Sutton@hydromaxusa.com



Mike Funk
Business Development Manager - East
585-794-7010
mike.funk@hydromaxusa.com

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1. SCOPE OF REQUIRED WORK

Hydromax USA (HUSA) is pleased to present the City of Fort Wayne (referred to as Client) with this draft fee proposal for assessing the condition of 24-Inch water transmission main. This proposal outlines the scope of work, the requirements of Fort Wayne personnel, and pricing for the project.

2. INTRODUCTION – HYDROMAX USA

HUSA is a professional services firm specializing in data collection in support of locating and assessing the condition of the country's aging water, wastewater and natural gas conveyance systems. HUSA's vast experience with new technologies and techniques empowers contractors, engineers and utility owners to make the best rehabilitation decisions regarding their buried infrastructure.

Based upon a strong record of performance, our customers have recognized that HUSA brings a unique ability to meet their needs for advanced data collection. We work from coast to coast covering the entire United States, without exception. HUSA utilizes the largest array of technologies, within one company, to provide the broadest capability in the U.S. to assess buried infrastructure.

HUSA and Detection Services have partnered to bring the p-CAT™ Pipeline Condition Assessment Technology to the U.S. and Canadian Markets.

2.1 THE P-CAT TECHNOLOGY

p-CAT utilizes an advanced technique that uses fluid transient pressure waves for detecting the sizes and locations of pipeline defects including corrosion and cement mortar lining spalling, material changes, air pockets, the sealing status of valves, and cross connections. The technology enables the non-invasive diagnosis of pipeline condition from a deployment distance of greater than 1 mile along a pipeline without disruption of current service and provides the identification of pipeline anomalies down to 30 feet increments along the pipe length. **It's important to note that the originally installed pipe class/schedule must be known or assumed prior to testing in order to perform the analysis of the assessed pipe.**

p-CAT is a non-invasive pipe condition assessment, which addresses the challenges faced by technologies that are currently being employed. The p-CAT technology will strike an effective balance between expensive invasive solutions, and other non-invasive solutions lacking granular visibility.

3. SCOPE OF SERVICES, METHODOLOGY AND WORK PLAN

3.1 SCOPE OF SERVICES

p-CAT™ testing will be performed on approximately 1.0 mile of 24-inch water main along Beacon St from Lake Ave north to Vance Ave.

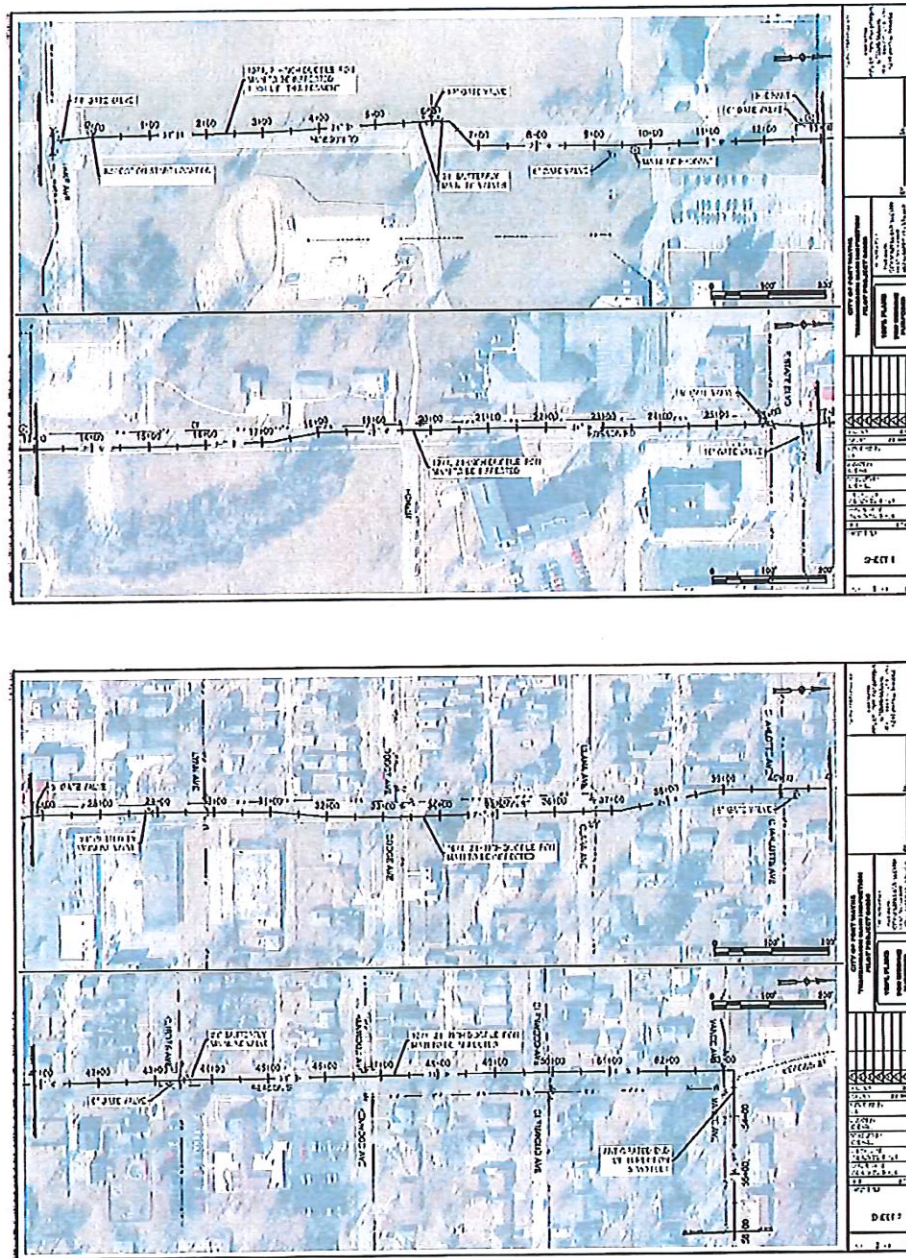


Figure 3.1.1 – Scope of Services

The survey conducted using p-CAT™ Pipeline Condition Assessment - Sub-Sectional Partitioned Wave Speed Analysis will give the following results:

- Residual pipe wall thickness and strength
- Internal and external wall thinning due to corrosion and damage
- Lining loss

Localized Fault Detection of significant anomalies such as:

- Dissolved air/gas
- Entrapped air/gas pockets
- Blockages
- Sealing status of valves
- Unknown system configuration

3.2 METHODOLOGY

p-CAT™ is a fluid transient based pipeline condition assessment technology. A controlled transient pressure wave (approx. 5-8 psi) to interrogate the pipe system is created by artificially accelerating or decelerating the fluid. For example, an abrupt closure of an in-line valve can introduce a pressure wave. These pressure waves travel at high speed inside a fluid-filled pipe and reflections occur when the wave encounters any physical anomalies along the pipe. The reflections can be measured by pressure transducers and then interpreted through signal processing methods to assess the condition of the pipe. The technique is efficient because the transient data, just lasting a few seconds, can provide information about the pipe wall condition stretching thousands of feet. The technique also has a wide operational range, since it can be applied to various types of pipes either buried or elevated (exposed).

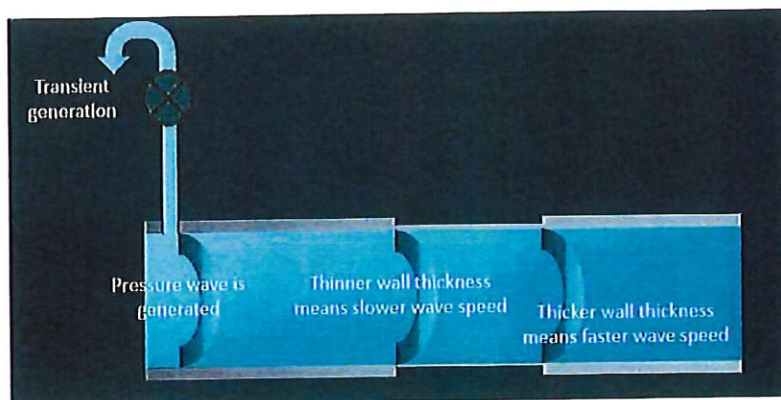


Figure 3.2.1. Transient Generation In a Pipe

Figure 3.2.1 shows the transient generation and the wave propagation through the pipe. The valve is initially opened and a small amount of water is released. When the valve is then quickly closed, a sudden increase in pressure occurs in the pipe. This pressure wave travels along the pipe. Figure 3.2.2 shows the propagation of the pressure wave and its measurement using pressure transducers.

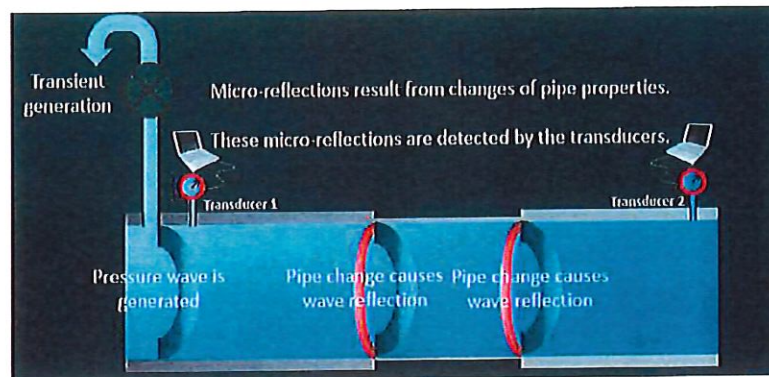


Figure 3.2.2. Pressure rise following generated transient, measured using pressure transducers

3.3 WORK PLAN

3.3.1. PROJECT PLANNING

Following confirmation from the Client, that the requested access points have been prepared, HUSA shall mobilize a crew of 4 to 6 people and equipment to the job site to commence work on an agreed booking date. If the inspections are cancelled, or the dates are moved less than three weeks from the booked start date, a re-booking fee shall apply.

3.3.2. FIELD TESTING

Each test setup is generally composed of one transient generation point (a water/wastewater capture point) and two or more pressure measurement points.

Our transient (controlled pressure) generator will be attached to a non-pipe element, such as an air valve, scour valve, any tapping point, and pressure measurement equipment will be attached to other non-pipe elements.

A small amount of water/wastewater will be released at the transient generation point, time allowed for resulting transients to settle, and then the transient generator will be quickly closed to create hydraulic transient signals that are used for pipeline condition assessment by signal analysis.

The test at each location is composed of three different parts;

- i) **Background pressure test:** collecting background pressure variation without a discharge and a transient,
- ii) **Transient size test:** finding optimal and safe transient size for pipeline condition assessment for a short period (0.5 – 1 minute) of discharge and various sizes of transients controlled by nozzles and/or flow control valves and
- iii) **Transient test:** 3 – 4 times repeated main transient tests with a long period (1 – 3 minutes) of discharge.

Approximately 100 - 200 gallons of water/wastewater will be discharged at each signal generation location. The actual amount depends on the pipe standing pressure and size of transients to be generated. The size of outlet on the transient generator will be selected to create a pressure wave pulse of no more than 8 psi pressure.

Requirements from Client for testing the water main:

- Backflow prevention to be set within the open position
- All potential pipe connection points required for field work / testing
- Confirm operation status of all inline and offtake valves by closing & opening fully.
- Suitable dump location for reclaimed water collected during testing.
- Determine and provide originally installed pipe class/schedule prior to analysis.

3.3.3. ANALYSIS AND REPORTING

Upon completion of the field testing, the recorded data files shall be subject to more detailed analysis to help refine the on-site findings. Given the level of detail achieved with p-CAT™ testing, for one day of field testing, there is typically 7 to 10 days of analysis performed on the data to generate the report.

A report of findings shall be prepared indicating the remaining structural wall thickness, for metallic and asbestos cement mains. The data will be delivered in a full report outlining all of the anomalies observed while testing. This will be provided in a map and in a chainage form. As part of the HUSA service platform, the data can be delivered in point and line FGDB format with specific domains features as determined at the time of project initiation.

A draft report shall be delivered within eight weeks of completion of the field testing.

Upon receipt of the draft report, the Client shall have two weeks to review the report, and present HUSA with any requests for correction, modification, or elaboration.

Any comments received by HUSA during this review period shall be considered when preparing the final report. Any requests made after the review period expires are excluded from this scope of work, but can be accommodated at an hourly reporting rate. The final report shall be issued within approximately two weeks of the end of the review period.

understand the present | **protect the future**

The sole deliverable produced as a result of work performed on this project shall be a report indicating pipe condition assessment, which shall be the property of the Client. All processes, technology, documents, and Intermediary data used to produce this report, including HUSA's existing IP, are and will continue to be owned by HUSA.

It's important to note that the originally installed pipe class/schedule must be known or assumed prior to testing in order to properly analyze assessment results.

4. TAPPING & TEST PLAN

4.1 TAPPING

During a site inspection teams will attempt to locate and determine viability of any existing tap/access locations suitable for pCAT™. If no access points (taps) are identified during the process, Hydromax USA will identify ideal locations for the installation of new taps. New or existing access points must be in good working order, allow clearance for tools required for pCAT™ transient tests and be 2 inches or larger. The responsibility of installing new tap locations will fall on the Client or their contractors.

4.2 TAPPING LOCATIONS

Approximate locations for new taps, if any will be outlined in a final fee proposal and test plan. For the purpose of testing, new tap locations can either be open trenches with shoring installed or constructed manholes/vaults. Taps will need to be 2" or greater to accommodate testing equipment.

Table 4.2.1 shows approximate preliminary locations of where these taps could be placed. These approximate locations are derived from having test sites spaced at ~1,780' intervals. HUSA will be able to provide an updated estimate of number and locations of taps following a site visit. These will be outlined in a final fee proposal and work plan.

Table 4.2.1 Preliminary estimate of number and location of taps for pCAT test. The number of 2-inch taps listed here is conservative and may be reduced depending on availability of other appurtenances.

Tap	Approximate Location	Recommended Tap Size
Tap 1	Beacon St and Lake Ave	4-inch
Tap 2	2021 Beacon St	2-inch
Tap 3	Beacon St and Clara Ave	2-inch
Tap 4	Vance Ave and Beacon St	4-inch

4.3 TEST PLAN

Following a successful site visit a test plan will be developed and provided in the final fee proposal and test plan document. Testing will be performed typically by utilizing 3, sometimes 4, test points or TP for short. A test consists of 1 generation point and at least 2 measuring points. During a test multiple data sets will be recorded to ensure consistency and accuracy. Figure 4.3.2 below, outlines the theoretical plan for generation and measurement points. Based on site conditions at the time of field testing this plan is subject to change

Figure 4.3.2: Example Test Plan

Test #	Generator Station	Measurement Point 1	Measurement Point 2	Measurement Point 3 (Optional)
1	TP1	TP2	TP3	
3	TP2	TP1	TP3	
4	TP3	TP2	TP4	
5	TP4	TP3	TP5	

4.4 RUNWAY PIPE

For proper signal propagation and comprehensible results, pCAT™ requires a stretch of 'runway' pipe for the inspection. The runway is an un-intruded continuation of the inspection pipeline and must have all offtakes closed. Runway length is variable depending on configuration of test point locations. For this project, runway length is estimated to be 0.6 – 1.0 miles at both ends of the project pipeline.

4.5 VALVE OPERATION

Prior to testing, confirmation of operational status (including full closure and full open states) for all valves within the test boundaries must be completed. A list of valves located during site visits and review of as builts will be provided in the Work Plan. If necessary, Hydromax can make crews available to perform valve operation testing in preparation for p-CAT testing, an additional fee may apply. During testing all inline valves to be in full open position unless requested to be closed for closed boundary testing. All offtake valves to be closed prior to testing and remain closed for the duration of testing.

4.6 TRAFFIC CONTROL

Maintenance of traffic (MOT) responsibilities fall within the tasks of the Client. From site visits Hydromax will identify sites that will require traffic control to perform test in a safe and effective manner. Dependant on conditions at time of testing and new tap locations this is subject to be adjusted.

4.7 INSPECTION TIMELINE

Inspection timeline is anticipated to range from 8 to 12 hours. p-CAT requires multiple data sets to be collected from various combinations of test points. In order to accomplish those tests, Hydromax teams will be moving from test point to test point, often using each multiple times in an effort to record the best possible data for the analysis team. As a result, the inspection timeline will be a little flexible but shouldn't take more than one day.

5. PRICING

Pricing for this project is presented in this proposal. All quantities are estimated based on information provided by the Client.

Item	Rate	Units	Est. Qty.	Total
Mobilization (per)	\$11,000.00	/Trip	1	\$11,000.00
p-CAT testing				
• Fixed Fee - Less than 1.5 miles	\$ 55,000.00	Fixed Fee	1	\$55,000.00
Estimated Services Total				\$66,000.00
Emergency mobilization (under 3 weeks' notice) added to normal mobilization	\$6,000.00	/Trip	0	\$0.00
Re-booking fee (within 3 weeks of start date)	\$5,000.00	/Change	0	\$0.00
On-site downtime within client's reasonable control	\$1,716.00	Per Person/Day	0	\$0.00
Estimated Project Total				\$66,000.00

See updated cost sheet next page

** Only one mobilization fee may be charged if p-CAT assessment is performed in conjunction with Nautilus assessment.

HUSA invoices monthly for completed work. Field tests and analysis will be considered 80% complete upon the conclusion of the field tests, and 100% complete upon the submission of the draft report. Each payment is due within 30 days. Payment terms are subject to approval by the HUSA's Credit Department. All prices are in US Dollars and do not include applicable taxes. Pricing is based on the standard terms and conditions provided in this proposal, and is valid for 60 days.

Hydromax USA p-CAT Assessment

QUOTE ITEMS					
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Inspection of the 24" Ductile Iron Transmission Main	LF	5,350	\$10.2804	\$55,000
2	Data Analysis for the 24" Ductile Iron Transmission Main	LF	5,350	\$0.00	\$0.00
3	Mobilization and Demobilization	LS	1	\$11,000	\$11,000
4	Work Allowance (City Determined)	LS	1	\$8,000.00	\$8,000.00
Total:					\$74,000.00

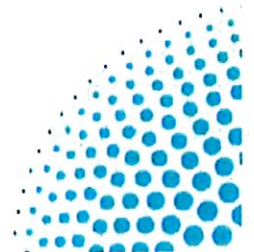
See discount at end for combining technologies into 1 agreement.

City of Fort Wayne
Draft Fee Proposal for Leak Assessment of
24-inch Ductile Iron Main using Nautilus System

Prepared for Jon Hall

Prepared by Nora Covy & Alex Sutton

August 7, 2020



understand the present | protect the future

August 7, 2020

Jon Hall
Water Engineer
City Utilities Engineering
200 East Berry Street, Suite 250
Fort Wayne, IN 46802

RE: Nautilus Assessment of 24-inch DI Transmission Main

Dear Jon,

Hydromax USA (HUSA) in partnership with Aganova is pleased to introduce the Nautilus System for internal assessment on the 24-inch water pipeline owned and operated by the City of Fort Wayne, IN. The Nautilus System delivers cost effective means for internal leak detection, air pocket identification and pipeline anomalies.

Nautilus works by deploying a small sphere into the network and allowing it to move freely through the pipeline. Capable of assessing a wide array of pipe diameters and materials, Nautilus captures the unique sounds generated by leaks, gas pockets and anomalies. Driven by the normal flow within the pipeline, Nautilus is neutrally buoyant allowing it to more easily navigate common pipeline configurations and obstacles.

Data Synchronizers are positioned on the pipeline along with Pass Detectors allowing for location accuracy and proximity verification. Deliverables include the final inspection report with acoustic recordings along with visual plot (Colorimetry) of identified findings. Additionally, GIS data for all findings and project appurtenances can be provided in an ESRI compliant format.

HUSA is an independent professional services firm that provides accurate and easily interpretable data, empowering owners to make the best decisions regarding their buried infrastructure. HUSA is committed to the success of your asset management program and will provide the best condition assessment and recommendations possible with today's technologies and knowledge base. We look forward to demonstrating our commitment should this project come to fruition.

Please contact us if you have questions regarding Nautilus technology, proposed scope of services and pricing.

Sincerely,



Alex Sutton
Operations Manager
812.746.5840
Alex.Sutton@hydromaxusa.com



Mike Funk
Business Development Manager - East
585-794-7010
mike.funk@hydromaxusa.com

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1. SCOPE OF REQUIRED WORK

Hydromax USA (HUSA) is pleased to present the City of Fort Wayne with this draft fee proposal for assessment of 24-inch water transmission main. This proposal outlines the scope of work, the requirements of Fort Wayne personnel and the pricing for the project.

2. INTRODUCTION – HYDROMAX USA

HUSA is a professional services firm specializing in data collection in support of locating and assessing the condition of the country's aging water, wastewater and natural gas conveyance systems. HUSA's vast experience with new technologies and techniques empowers contractors, engineers and utility owners to make the best rehabilitation decisions regarding their buried infrastructure.

Based upon a strong record of performance, our customers have recognized that HUSA brings a unique ability to meet their needs for advanced data collection. We work from coast to coast covering the entire United States, without exception. HUSA utilizes the largest array of technologies, within one company, to provide the broadest capability in the U.S. to assess buried infrastructure.

HUSA and Aganova have partnered to bring the Nautilus System Technology to the U.S. and Canadian Markets.

2.1 THE NAUTILUS SYSTEM

The Nautilus System consists of a small diameter sphere that is inserted into the network where it travels freely, driven by the water flow. Sounds generated by a leak, gas pocket or anomaly have unique characteristics. Nautilus captures the sound of these from inside the pipeline. Once Nautilus is extracted, software developed by our partners, Aganova, processes the compiled information using a mathematical algorithm showing the location of leaks, gas pockets and anomalies encountered.

3. SCOPE OF SERVICES, METHODOLOGY AND WORK PLAN

3.1 SCOPE OF SERVICES

Nautilus testing will be performed on approximately 1.0 mile of 24-inch water main along Beacon St from Lake Ave north to Vance Ave.

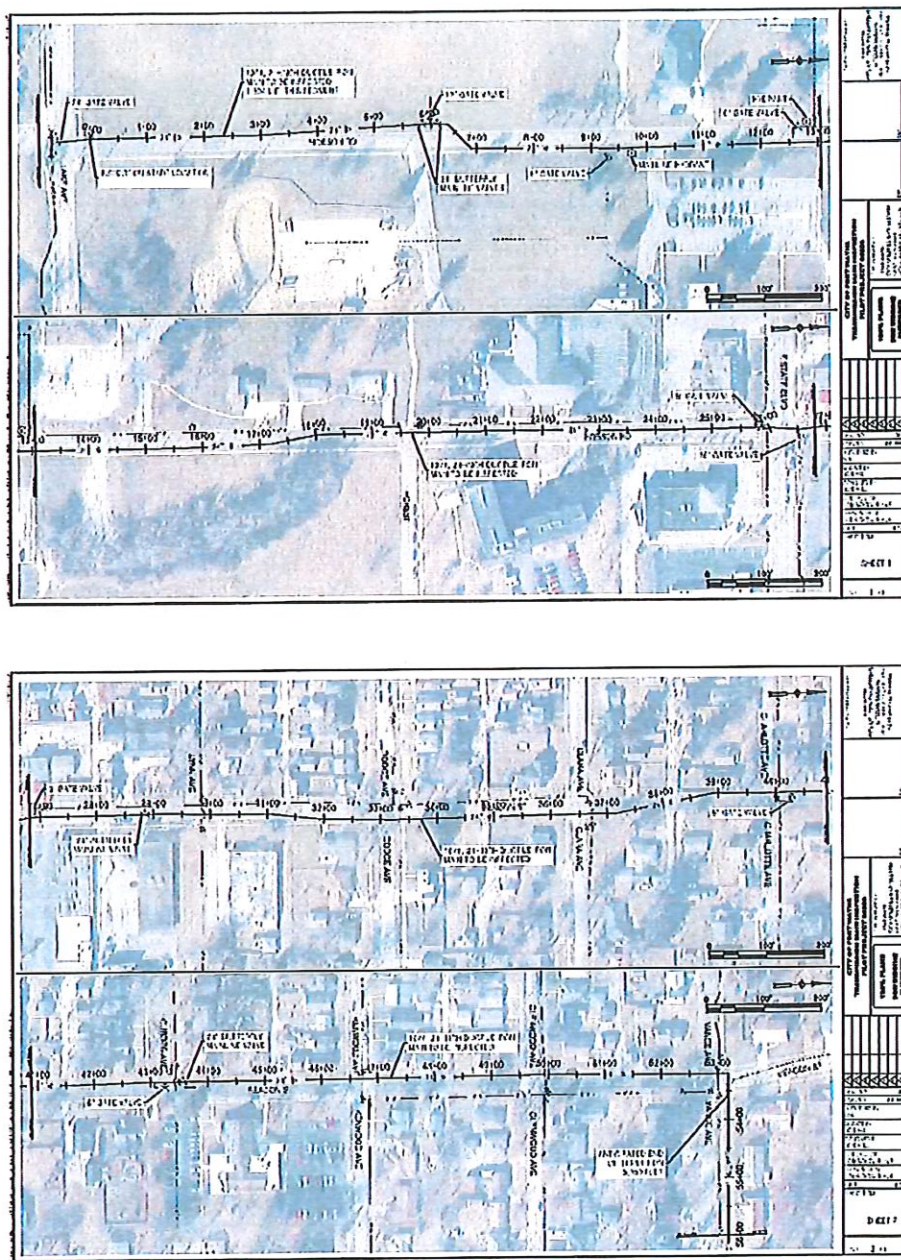


Figure 3.1.1 – 24-Inch Water Transmission Proposed Project Pipe In Fort Wayne, IN

The survey conducted using the Nautilus System will give the following results:

- Identification and location of leaks down to 0.15 gpm.
- Identification and location of air pockets/gas pockets.
- Identification and location of anomalies

3.2 METHODOLOGY

Nautilus is a neutrally buoyant, free swimming internal pipe assessment technology. Inserted at the most upstream portion of the pipe to be assessed via a 4" tap or larger, Nautilus is deployed and allowed to travel freely with the flow of water. Along the length of pipe to be assessed, synchronizers and pass detectors are attached to the pipeline. Synchronizers allow for spatial accuracy when a leak, air pocket or anomaly is identified. For best results and to minimize the margin of error, synchronizers should be spaced at a maximum of 2,400 feet apart. Pass detectors allow for onsite determination where Nautilus has traveled. Extraction is completed at the most downstream portion of pipe to be assessed via a 4" tap or larger. A net is deployed and expanded to encompass the internal diameter of the test pipe. A small camera is utilized to ensure the net is placed correctly and allow for a successful capture. Figure 3.2.1 below illustrates the deployment and retrieval.



Figure 3.2.1 – Deployment & Retrieval

3.3 WORK PLAN

3.3.1. PLANNING

The first task for project planning is to perform an initial feasibility review. During this review Hydromax USA along with Aganova will review available data for the pipeline. In order to perform this detailed review, data will need to be provided by the client to HUSA. The Information can include pipeline GIS data, civil plans/as-builts, flow characteristics such as direction and velocity as well as minimum and maximum pressure. Based on our initial review we believe this pipeline to be well suited for a Nautilus deployment. In addition to this fee proposal, a work plan that highlights key operational details will be developed and delivered prior to mobilization or assessment.

3.3.2. SITE INSPECTION

Upon the completion of a favorable feasibility review, Hydromax USA will schedule a site visit on an agreed upon date. During the site visit HUSA teams will inspect and collect various data pertaining to the pipeline to be tested. This data includes real time pressure data, confirmation of valve location and status, assessment of available access points, identification of new access point construction, etc. As part of the site inspection Hydromax may request appropriate maintenance of traffic support, dewatering of vaults, etc. Additionally, Client personnel knowledgeable with the water network may be requested to be onsite during the site inspection.

Dependent on a favorable outcome of a site visit, Hydromax and Aganova will complete a draft work plan. This may include the following: identify insertion and extraction points, locations for synchronizer and pass detector deployment as well as valve operation plan to isolate the pipeline.

3.3.3. FIELD TESTING

Following confirmation from the Client that the requested access points have been prepared, HUSA shall mobilize a crew and equipment to the job site to commence work on an agreed booking date. If the inspections are cancelled, or the dates are moved less than three weeks from the booked start date, a re-booking fee shall apply.

For each deployment of the Nautilus System crews will confirm the appropriate valve plan has been executed as drawn out in the test plan. Hydromax teams will then deploy synchronizers along the test pipeline at appropriate spacing or as pipe access dictates. Additionally, crews will deploy any necessary pass detectors.

Once the pipeline is fully configured for testing, the extraction net will be installed at the most downstream access point. Confirmation of successful net deployment will be established with the use of a small camera.

understand the present | **protect the future**

Following the installation of the capture net, teams will then move to the most upstream access point. Teams will then insert Nautilus via push bar to ensure proper placement within the pipeline.

To expedite testing for Nautilus launch day, two tasks can be carried out the day prior. These include the pre-installation of synchronizers at defined locations and the pre-installation of the extraction system. The extraction system will be placed on the corresponding access point but will not be deployed until the day of testing.

Requirements from Client for testing the water main:

- Traffic control (if suitable) will be required from the Client
- Confirm operational status of all inline valves by closing & opening fully.
- Confirm operational status of all offtake valves by closing & opening fully.
- Ensure clear access free of debris or other obstructions that could hinder the deployment of synchronizers or pass detectors.
- All offtake valves along pipeline to be closed for duration of testing.

3.3.4. DATA INTERPRETATION AND REPORT DEVELOPMENT

Upon the completion of field testing, all recorded data will be analyzed and processed through Aganova's proprietary software specifically developed for Nautilus. The software will filter the captured sounds as well as calculate the exact position of identified leaks, air pockets, entrained air and anomalies.

Following the data analysis a draft report will be delivered to the client. The information within the report will include:

- Initial Data
- Brief description of inspection
- Findings (leaks, bubbles, air pockets, anomalies)
- Link to download audio file
- Link to download locations of findings
- Conclusions and recommendations

The client will have an opportunity to review the draft report and comment on any findings and conclusions. Once any comments have been addressed a final report will be submitted.

4. TAPPING & TEST PLAN

4.1 TAPPING

During a site inspection teams will attempt to locate and determine viability of any existing tap/access locations suitable for Nautilus. If no access points (taps) are identified during the process, Hydromax USA will identify ideal locations for the installation of new taps. New or existing access points must be in good working order, allow clearance for tools required for insertion/extraction of the Nautilus system and be 4 inches or larger. The responsibility of installing new tap locations will fall on the Client or their contractors.

4.2 TAPPING LOCATIONS

For the purpose of testing, new tap locations can either be open trenches with shoring installed or constructed manholes/vaults.

Table 4.2.1 shows approximate preliminary locations of where these taps could be placed. These approximate locations are derived from having test sites spaced at ~1,780' intervals. HUSA will be able to provide an updated estimate of number and locations of taps following a site visit. These will be outlined in a final fee proposal and work plan.

Table 4.2.1 Preliminary estimate of number and location of taps for Nautilus test. The number of 2-inch taps listed here is conservative and may be reduced depending on availability of other appurtenances.

Tap	Approximate Location	Recommended Tap Size
Tap 1	Beacon St and Lake Ave	4-inch
Tap 2	2021 Beacon St	2-inch
Tap 3	Beacon St and Clara Ave	2-inch
Tap 4	Vance Ave and Beacon St	4-Inch

4.2 VALVE OPERATION

Prior to testing, confirmation of operational status (including full closure and full open states) for all valves within the test boundaries must be completed. A list will be developed post site inspection identifying all valves within the test boundary that require operational confirmation.

If necessary, Hydromax can make crews available to perform valve operation testing in preparation for testing, an additional fee may apply. During testing all inline valves to be in full open position unless otherwise noted.

4.3 PIPE FLOW

During the deployment of the Nautilus System pipeline flow must be maintained. Dependant on pipe size, Nautilus deployment is suitable from around 1 fps up to 6 fps. If during a site inspection or testing it is determined that pipeline flow is not sufficient the Client may be requested to manipulate flow conditions. Possible flow manipulation techniques might include the flushing of downstream hydrant(s) to increase pipe flow. Inversely the manipulation of an inline valve downstream of the test may be used to decrease pipe flow.

4.4 TRAFFIC CONTROL

Maintenance of traffic (MOT) responsibilities fall within the tasks of the Client. During the site inspection Hydromax crews will identify any locations requiring traffic control. The work plan will include list of sites identified as MOT required as well as highlight any areas where temporary traffic control may be necessary to install our equipment in a safe manner.

4.5 INSPECTION TIMELINE

Inspection timeline will be impacted by several factors. Those include, length of pipe to be assessed, flow velocity within the pipeline, location/count of sensors deployed, etc. Based on an estimated flow of 1 fps and an assessed length of approximately 1 mile the inspection time could be from 6 to 10 hours. This includes additional time for set up and break down. Dependant on site conditions at time of inspection this is subject for adjustment.

5. PRICING

Draft Fee Pricing for this project is presented in this proposal. All quantities are estimated based on Information provided by the Client. Pricing below assumes one pipeline inspection and one mobilization.

Draft Nautilus Pricing - Fort Wayne				
Task	Rate	Units	Est. Qty.	Total
Mobilization	\$ 11,000.00	/Trip	1	\$ 11,000.00
Nautilus Assessment 0 to 3.0 Miles - Price Tier	\$ 32,200.00	/mile	1.0	\$ 32,200.00
Other Applicable Charges	Cost		Units	Total
Emergency Mobilization Charge (less than 3 week's notice)	\$ 5,000.00	/Trip		
Re-booking Fee (Change of date within 3 weeks of start) per change	\$ 5,000.00	/Change		
Standby Fee for on-site downtime within Clients reasonable control	\$ 2,200.00	Person/Day		
Additional Insertion(s)**	\$ 805.00	/Each		

Grand Total \$ 43,200.00

See updated cost sheet next page

** Only one mobilization fee may be charged if Nautilus assessment is performed in conjunction with p-CAT assessment.

HUSA Invoices monthly for completed work. Mobilization fee will be Invoiced at the completion of assessment. Remaining costs to be Invoiced upon delivery of completed Final report. Each payment is due within 30 days. Payment terms are subject to approval by the HUSA's Credit Department. All prices are in US Dollars and do not include applicable taxes. Pricing is based on the standard terms and conditions provided in this proposal, and is valid for 60 days.

Hydromax USA Nautilus Assessment

QUOTE ITEMS					
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Inspection of the 24" Ductile Iron Transmission Main	LF	5,350	\$5.9813	\$32,000
2	Data Analysis for the 24" Ductile Iron Transmission Main	LF	5,350	\$0.00	\$0.00
3	Mobilization and Demobilization	LS	1	\$11,000	\$11,000
4	Work Allowance (City Determined)	LS	1	\$8,000.00	\$8,000.00
Total:					\$51,000.00

See discount at end for combining technologies into 1 agreement.

Hydromax Cost Summary

\$ 55,000	Pcat inspection
\$ 11,000	Pcat mobilization
\$ 32,000	Nautilus inspection
\$ 11,000	Nautilus mobilization
\$ (2,250)	Discount on inspections for combining both technologies
\$ 16,000	Total Work allowance Amount
\$ 122,750	Total contract amount

CITY OF FORT WAYNE, INDIANA

Hydromax USA LLC

(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: Mark Bruce

Name: Jeffrey Graham

Address: 6500 Ursula Pl S Seattle, WA 98108

Address: 11492 Bluegrass Pkwy Louisville, KY 40299

- 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: Mark Bruce 15 %

Name: Jeffrey Graham 9 %

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 ☒ _____

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:

Hydromax USA LLC

(Name of Vendor)

2501 s Kentucky Ave., Evansville, IN 47714

Address

(402)209-9517

Telephone

jon.smith@hydromaxusa.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) Jon Smith

Title CEO

Signature

Date August 7, 2020

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

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

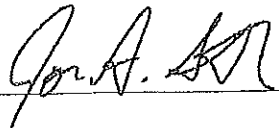
Dated this 7 day of August, 2020

Hydromax USA LLC

(Name of Organization)

Jon Smith, CEO

(Title of Person Signing)


(Signature)

ACKNOWLEDGEMENT

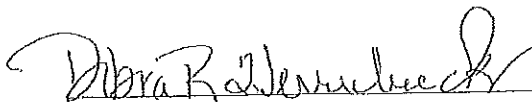
STATE OF Indiana)

) ss

COUNTY OF Vanderburgh)

Before me, a Notary Public personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 7 day of August, 2020.


Notary Public Signature

My Commission Expires: September 7, 2025



Interoffice Memo

Date: December 9, 2020
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Hydromax USA Service Agreement

Michael Kiester
12.9.2020

Council District # 2

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Leak Assessment of 24-inch Ductile Iron Main using Nautilus System, and Condition Assessment of 24-inch Ductile Iron Main Pipeline using p-CATTM

Implications of not being approved: Transmission mains are larger diameter water mains that provide water connections to distributions mains which in turn provides water to our customers. This project will pilot a number of technologies side by side to help identify the most effective method of inspection and will ultimately increase the reliability of large diameter transmission mains.

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

An outside Consulting firm, ISLE Inc was retained to seek out viable inspection technologies for water mains of this type and size. Isle's initial research netted a total of 58 technologies that perform some form of pipeline inspections. From that initial list, the City and ISLE narrowed the list down to 7 different technologies, with 5 companies. These 5 companies were sent a Request for Information (RFI). Of the 5 included in the RFI, 4 responded back. These 4 were asked to provide a Request for Proposal (RFP) for the inspection work. The City scored these proposals and selected three technologies to perform the pilot pipeline inspections. Hydromax provides services for two of the selected technologies and the estimated cost for their work is \$122,750.00

The cost of said project is funded from Water Utility Funding.

Council Introduction Date: 12/15/2020

CC: Matthew Wirtz
Diane Brown
File