

BILL NO. S-22-08-09

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving SERVICE AGREEMENT
– 2021 LARGE DIAMETER SEWER SONAR
INSPECTIONS - between R&R VISUAL, INC. and the
City of Fort Wayne, Indiana, by and through its Board
of Public Works.

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

SECTION 1. That the SERVICE AGREEMENT - 2021 LARGE
DIAMETER SEWER SONAR INSPECTIONS - between R&R VISUAL, INC. and
the City of Fort Wayne, Indiana, by and through its 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 to
assess the structural conditions and O&M condition of various
interceptors

involving a total cost not to exceed FOUR HUNDRED NINETY-FIVE THOUSAND
EIGHT HUNDRED FIFTY-SIX DOLLARS AND 80/100 (\$495,856.80). 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

Malak Heiny, City Attorney

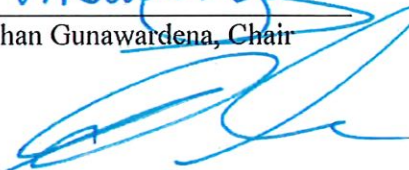
CU - 7-26-2022

Approval of Service Agreement between the City of Fort Wayne and R&R Visual, Inc.
for large diameter sonar inspection services. Compensation for services performed shall
not exceed \$495,856.80.

BOARD OF PUBLIC WORKS

Date: 7-26-22

BY: 
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk



SERVICE AGREEMENT: 2022 Large Diameter Sonar Inspections

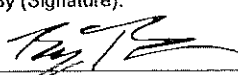
SUPPLIER NAME R&R Visual, Inc.		CITY DEPARTMENT City Utilities Engineering
STREET ADDRESS 1828 W. Olson Road		STREET ADDRESS 200 East Berry Street, Suite 250
CITY, STATE, ZIP CODE Rochester, IN 46975		CITY, STATE, ZIP CODE Fort Wayne, IN 46802
ATTENTION Bryan Benn		INVOICE ADDRESS 200 East Berry Street, Suite 250
TELEPHONE 574-224-5455	FAX 574-223-7953	CITY, STATE, ZIP CODE Fort Wayne, IN 46802
REMIT-TO ADDRESS 1828 W. Olson Road		ATTENTION Khylei Myers
CITY, STATE, ZIP CODE Rochester, IN 46975		TELEPHONE 260-427-2597
		FAX

Service Description	Rates
Sonar and CCTV inspections.	See Appendix A
Aggregate Price	\$495,856.80

The following Attachments are part of this Agreement:

SERVICE ADDRESS
CITY, STATE, ZIP CODE
AGREEMENT START DATE TBD
AGREEMENT END DATE

This Agreement is entered into between Supplier and the City as of 07/15/2022. 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:	City of Fort Wayne
By (Signature): 	By (Signature): See attached Signatures of BOPW
Printed Name: Bryan Benn	Printed Name:
Title: Operations Manager	Title:
Date: 07/15/2022	Date:
FEDERAL TAX ID NUMBER: 352062192	

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
- 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 of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
 13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
 14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
 15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
 16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
 17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
 18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
 19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
 20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.

21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes 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.

Exhibit A

Project: WO# 76927- 2022 Large Diameter Interceptor Sewer Inspection
Owner: Fort Wayne City Utilities Engineering

INTRODUCTION:

The City of Fort Wayne is continuing a program to inspect its Large Diameter Interceptors. Over the past few years, sonar technology has been completed on some of the large diameter sewers in the City. It was found that in several locations, there was a considerable amount of debris and pipe deterioration in the sewer pipes. That experience has prompted this sewer inspection to look at our interceptors for debris and for condition.

It is the intent of this project to assess the structural condition and O&M condition of various interceptors. In order to do this, two different methods of inspecting and assessing the sewers may be used: closed circuit televising (CCTV) and a combination of CCTV and sonar.

Many of the sewers in this project surcharge during wet weather. Included in this RFP are upstream and downstream structures and maps on all the interceptors to be televised/sonar, based on the City's Structure ID numbering system. It is hoped that video/sonar of the pipes can be achieved to physically see the structural and operational condition of these sewers.

REQUIREMENTS FOR PROPOSALS:

The Proposal shall include the following minimum information:

1. Recommendation of equipment to be used and accuracy of the equipment.
2. Provide information of relevant projects that your firm has performed within the last 5 years that best demonstrates your firm's and your proposed key personnel's current qualifications and ability to perform the Work (or similar scope and complexity to the Project).

Information should indicate:

- a. Project name, location, and summary work.
 - b. A clear demonstration of which key personnel proposed in your submittal were involved significantly (had relevant experience/roles) in the projects being listed as relevant.
 - c. Client reference information (name, phone number, email address).
 - d. Specific experience with sewers that are difficult to access and working in busy downtown areas.
3. Identify key personnel proposed to be assigned to the Project and provide a short summary of the key personnel (Supervisor and key field members) along with resumes and PACP certification numbers.
 4. Provide a proposed timeline to complete the work.

5. A list of projects that your firm has previously performed for any department of the City of Fort Wayne during any part of the previous five (5) years.
6. Other information as you determine necessary or recommend as beneficial to the Project submittal or the Project's overall success.
7. A complete list and description of equipment planned to be used.
8. A complete cost per method of inspection, per diameter (in inches) of sewers to be inspected. Provide additional costs if methods other than CCTV and Sonar/CCTV are being used.
9. A declaration of work performed in Indiana with client name, project, and description.

Statement of Qualifications- Basis of Evaluation (100 points total)

Recommended Equipment to be Used- 20 points

Relevant Experience with Other Projects of Similar Size and Depth- 20 points

Client Reference Information- 10 points

Specific Experience with Sewers that are Difficult to Access- 10 points

Past Experience with City of Fort Wayne- 5 points

Experience of Key Personnel- 10 points

(Including Supervisor on Site Proposed to be Assigned to Project)

Cost Evaluation- 25 points

LARGE DIAMETER SEWER INSPECTION SPECIFICATIONS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope: The Contractor shall furnish and operate all necessary labor, materials, equipment, tools, accessories, transportation, and technical competence for performing all operations required to professionally execute the internal inspection of the sewer system in strict accordance with the Contract Documents and subject to the terms and conditions of this Contract. It is the intent of this Contract to assess the internal structural and operational condition of the sewers prior to any rehabilitation. Assessment will be performed using a combination of sonar and CCTV. In those circumstances that there is not enough flow for sonar, CCTV with a pan and tilt color camera shall be used. All CCTV work shall be graded using the NASSCO PACP defect coding and able to be uploaded into IT Pipes. All defects found in the sewer shall be coded, including all structural and O&M defects. Along with all codes being completed, all of the header information shall be input, including depth from rim to invert.

It is not anticipated that confined space entry will be used on this Project to enter the pipes. Manned entry may be needed into the manholes to enter the camera equipment into the pipe. Contractor shall familiarize themselves with access points to the sewer and thus Contractor is aware that some of the sewers on all the sewer interceptors may be difficult to access or in busy traffic areas. Maps have been supplied to help the Contractor locate all manholes. The River Greenway trails along the interceptors were not constructed to withstand loads heavier than a pickup truck. Care must be taken to avoid damage to the River Greenway area or other properties, including bike/walk path, railings, bridges, cross culverts, fence, landscaping. Any damage done to the River Greenway or other property by Contractor will be restored to original or better condition, with the cost of any restoration to be the sole responsibility of the Contractor.

The Contractor shall be responsible for securing all temporary easements and right of entries for space required for their project site, office, storage of materials, and equipment. The Contractor shall not use any of the public right-of-way to store their equipment or materials during non-working hours unless written permission is granted by the City Right-of-Way Department.

The Contractor shall notify any affected property owner/resident with 48 hours' notice. This includes work inside yards or back yards. The notice shall explain what the Contractor is doing and the anticipated time period where work is being performed. Care must be taken to avoid excessive disturbance of properties. Property

Owners must also be notified prior to any work, to allow time for Property Owners to leash pets.

- B. A list of sewers to be televised is attached. Areas are shown on attached maps.
- C. Information concerning depths of flow, manhole depths, air quality in sewers, accessibility of manholes, location of manholes, and other safety considerations are to be the sole responsibility of the Contractor. The Contractor shall be responsible for obtaining the information and incorporating the necessary provisions into the overall Contract price to complete the specified Work under the conditions existing in the sewers to be inspected. If any manhole frames, cones, barrel sections, or bolt down manhole lids, must be removed in order to provide access for the inspection operations, then they must be replaced in original or better condition, with the cost of such repair or replacement shall be included in the cost of the Work.
- D. Lines scheduled for inspection shall be inspected in their existing conditions. The Contractor shall be responsible for having the necessary camera transport equipment, floats, crawlers, skids, and cables, to allow inspection of these lines in a manner acceptable to the City under live conditions.
- E. It is the City's preference to use the combination (CCTV/Sonar) equipment when at all possible to allow debris to be seen using sonar and capture defects above the flow using CCTV.
- F. If, during the inspection operations, the inspection camera is unable to pass through the entire segment, the Contractor shall reset his/her equipment to permit the inspection from the opposite direction. If the camera again fails to pass through the entire length of the segment, the Contractor shall document the obstruction, and then use alternate equipment to finish the inspection.
- G. It is the responsibility of the Contractor to comply with OSHA Regulations, the City's Guidelines, and the City's confined space guidelines as applicable. The Contractor shall provide written documentation that all workers have received the training required under these regulations and guidelines if requested.
- H. Due to the uncertainty of the weather and pipe conditions, the Contractor may need to return back on site once conditions allow the best televising environment.
- I. The Contractor is solely responsible for all traffic control needed. A free barricade permit will be required for any lane/road closures from the City of Fort Wayne Right of Way Department. If any work is required in State Roads, the Contractor shall obtain a permit from INDOT and all costs shall be included in the cost of Work.

1.2 PERFORMANCE REQUIREMENTS

- A. The Contractor shall inspect pipelines with color pan and tilt CCTV imagery, sonar and/or combined color pan and tilt CCTV/sonar as specified so as to record all relevant features and to confirm their structural and service condition. Inspection of pipelines shall include both target length of sewer inspected between manholes as well as actual length inspected.
- B. All CCTV/sonar equipment operators responsible for direct reporting of sewer condition shall have a minimum of 3 years previous experience in sewer surveying, processing, and interpretation of data associated with CCTV and sonar inspections. The Contractor shall provide the City with written documentation that all CCTV and sonar survey operators meet these experience requirements which shall include a list of projects undertaken as well as client name and telephone number for reference.
- C. The Contractor shall provide sufficient inspection equipment and all ancillary equipment, including standby units in the event of breakdown, in order to complete all sewer inspections as specified. The Contractor shall maintain this equipment in full working order and at the commencement of each working shift, ensure that all items of equipment are in full working order. Each inspection unit shall contain a means of transporting the CCTV camera and/or sonar equipment in a stable condition through the sewer under survey and/or inspection. Where the CCTV camera and/or sonar head are towed by winch through the sewer, all winches shall be stable with either lockable or ratcheted drums. All bonds shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the CCTV camera and/or sonar equipment. All winches shall be inherently stable under loaded conditions.
- D. Any equipment that is stuck or unable to be removed shall be removed by the Contractor. Any costs associated with entering the pipe or excavation shall be the responsibility of the Contractor.

1.3 FIELD SUPERVISION BY CONTRACTOR

- A. The Contractor shall maintain on site at all times a competent field supervisor in charge of the inspection. Any change of supervision must be approved in writing prior to the change. The field supervisor shall be responsible for the safety of all site workers and site conditions as well as ensuring that all Work is conducted in conformance with these specifications and to the level of quality specified.

1.4 APPLICATION OF INSPECTION TYPE

- A. Generally CCTV alone shall be used for internal condition assessment where the depth of flow of sewage is less than 20% of overall sewer diameter at the start of the survey. The Contractor will make an informed decision to continue should the depth of flow increase beyond the 20% level, but CCTV operations shall cease once the depth of flow is no greater than 40% of overall sewer diameter at anytime throughout the length.
- B. Generally, CCTV combined with sonar shall be used for internal condition assessment where depth of flow of sewage varies from 20% to 75% of overall sewer diameter, for sewers greater than 40" in diameter. The City prefers this method to be able to quantify the debris with sonar as well as visually see defects from CCTV.

PART 2 – EXECUTION

2.0 CLEANING PRIOR TO SEWER CONDITION INSPECTION

- A. There will be no cleaning provided by the City.
- B. The Contractor shall not clean for this Project.
- C. Notes shall be taken on any debris that needed removed in the manholes prior to televising pipes.

2.1 CCTV - GENERAL

- A. CCTV Camera Head Prime Position: The CCTV camera/sonar head shall be positioned to reduce the risk of picture distortion. In circular sewers, the CCTV camera lens and/or sonar head shall be positioned centrally (i.e. in prime position) within the sewer when possible. In non-circular sewers, picture orientation shall be taken at mid-height when possible, unless otherwise agreed. In all instances, the camera lens head shall be positioned looking along the axis of the sewer when in prime position.
- B. CCTV Camera Head Speed: The speed of the CCTV camera in the sewer shall be limited to 30 feet per minute for surveys to enable all details to be extracted from the recording.
- C. CCTV Color Camera: The Contractor shall provide a color pan and tilt camera to perform the survey and inspection of all sewers including defects such as hydrogen sulfide corrosion in the soffit of sewers and benching or walls of manholes over and above the

standard defects that require reporting. These will be carried out as part of the normal CCTV assessment.

- D. Linear Measurement: The CCTV monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the footage of the camera or center point of the transducer, whichever unit is being metered, from the cable calibration point. The relative position the two center points should also be noted. The Contractor shall use a suitable metering device, which enables the cable length to be accurately measured. This metering device shall be accurate to +/-1% or 3 inches, whichever is greater.
- E. Data Display, Recording and Start of Inspection: At the start of each sewer length and each reverse set-up being inspected, the length of pipe from zero footage, the entrance to the pipe up to the cable calibration point shall be recorded and reported in order to obtain a full record of the sewer length. All reverse set-ups, blind manholes, and buried manholes shall be logged on a separate log. Video digits shall be recorded so that every recorded feature has a correct tape elapsed time stamp. Each log shall make reference to a start and finish manhole. The City's manhole Structure ID # shall be indicated in the remarks column of the detail report.
- F. The footage reading entered onto the data display at the cable calibration point must allow for the distance from the start of the inspection to the cable calibration point such that the footage at the start of the survey is zero.
- G. In the case of inspecting through a manhole where a new header sheet and video must be completed, the footage shall be set at zero with the camera focused on the outgoing pipe entrance. The correct City manhole Structure ID # shall be used. If any manholes are found that have not been shown by the City of Fort Wayne to have existing GPS coordinates, the Contractor shall GPS the manhole and furnish the City the X and Y coordinates.
- H. At the start of each manhole length, a data generator shall electronically generate and clearly display on the viewing monitor (and subsequently on the recording) a record of data in alphanumeric form containing the following minimum information:
 - 1. Automatic update of the camera's footage in the sewer line from adjusted zero
 - 2. Sewer dimensions
 - 3. City's Manhole Structure ID# (From and To)
 - 4. Date of inspection
 - 5. Road name/location
 - 6. Direction of inspection (upstream or downstream)
 - 7. Time of start of inspection
 - 8. Sewer use (SA-Sanitary, CO-combined)
 - 9. Pipe material

10. Survey Length

11. Depth of pipe (Rim to Invert)

- I. The size and position of the data display shall be such as not to interfere with the main subject of the picture.
- J. Once the survey of the pipeline is under way, the following minimum information shall be continually displayed: Automatic update of the camera's footage position in the sewer line from adjusted zero, manhole reference number based on City's Structure ID#'s – to be "From and To".
- K. Footage shall be given throughout inspection for all construction features and defects encountered.
- L. The Contractor shall televise using PACP formatting and be compatible with the IT Pipes Software (Recorded in MP4H264 format & PACP Exchange, Version 7).
- M. It is the Contractor's responsibility to notify the City immediately if any urgent defects are found that could cause a sewer backup in the system.

2.2 CCTV SURVEY DATA

- A. The Contractor, using the City FTP site, shall provide all survey data to City Utilities Engineering. The supplied data and information shall become the property of the City. This information shall be validated using IT Pipes software.
- B. Contractor shall provide a detailed inspection report of the pipeline, per line segment. The profiling shall show general pipeline condition including debris build-up, sediment depth, open breaks, deflection, erosion, collapses and voids. The report shall show the total amount of debris (in cubic yards per line segment). Each electronic version of the video shall be labeled using the upstream to downstream manhole ID's, so the reviewer can locate the video on the external hard drive before being uploaded to IT Pipes. The Contractor shall produce a report that is transmitted to the City in PDF format. Report shall include the average and maximum levels of debris and the distance of the maximum level noted. Contractor shall compile a list of the defects and the associated locations of the defects.
- C. Contractor shall be responsible for stringing all pipelines and locating all manholes. If unable to string sewers after several attempts, Contractor shall notify Khylei Myers (260-427-2597). Photographs shall be taken of all "Major" defects (Category #4 & #5 on PACP Coding).

- D. A final summary report will need to be completed for each manhole and pipe. The report shall include the following:

- Upstream and downstream structure ID#'s
- Pipe sizes
- Entry manhole ID#
- Exit manhole ID#
- Survey direction (upstream or downstream)
- Date inspected
- Weather
- Length of segment inspected
- Diameter of segment
- Material of segment
- Interceptor
- Maximum debris depth (Computer calculated using sonar; visually estimated with CCTV)
- Average debris depth (Computer calculated using sonar; visually estimated with CCTV)
- Average water level
- Approximate debris volume (to be calculated for all pipes)
- Photos of major defects in manholes and pipes (with accurate distances)
- Photos of above ground defects (sink holes, cave-ins, manhole lids off, obvious river intrusion)
- Access to manhole, width of path, and if path is grassed or gravel/paved

- E. The summary PACP log shall be submitted with every pipe completed, showing each defect with distances found during the pipe survey.

2.3 REMOTE CCTV PERFORMANCE

- A. Color CCTV: All CCTV Work shall use color CCTV reproduction. Playback video shall be capable of a minimum of 400 lines recorded at standard playback. Video shall be downloaded from a USB 2.0 External Hard Drive for direct insertion into City's IT Pipes database.
- B. CCTV Focus/Iris/Illumination: The adjustment of focus and iris shall allow optimum picture quality to be achieved and shall be remotely operated. The illumination must allow an even distribution of the light at the sewer perimeter without loss of contrast picture, flareout or shadowing. Camera shall have a minimum of 4 high intensity LED lights that move with the camera head to view the pipe wall. In addition, the camera

must be complemented with cross focused joint illumination LED lights to prevent shadowing when viewing into joints and fractures.

- C. CCTV Zoom: The camera must have a minimum of 10X optical zoom and 4X digital zoom to accurately inspect large diameter sewers.
- D. The camera must always have an upright picture control so that the image is never upside down when viewing on the monitor. The camera must provide an overlay on the video screen showing the viewing position of the camera head at all times. This shall be achieved by displaying a round circle (or other) shape to depict the pipe wall with a moving icon showing the camera's pan and tilt orientation.

2.4 SONAR PERFORMANCE

- A. Sonar survey requirements: Contractor shall collect data of complete geometrical data of selected pipeline interior and measurement of flow depth and silt depth. Inspection speeds shall allow for a minimum 1 full profile for every 3 feet.
- B. Inspection shall allow for continuous output on conventional annotated media format of all sewers surveyed, and shall be supported by complete written report. Additionally, silt levels shall be reported as a percentage depth of sewers at a minimum of 5 foot intervals for each sewer segment surveyed and graphed showing depth of silt and water level. To facilitate this requirement and to assist in geometrical measurement, particularly where a sewer is deformed and/or where a sewer has suffered hydrogen sulfide corrosion, Contractor shall make screen graphics available to enable measurements to be taken in any position across the diametrical profile of the sewer as the sonar survey proceeds.
- C. Where combined CCTV and sonar imagery is required, the output shall display combined CCTV and sonar images of the sewer being surveyed. The sonar image shall be superimposed on the real CCTV image as a combined operation.
- D. The range of resolution shall be +/- 0.1 inch.
- E. The maximum beam width of sonar energy pulse shall be no greater than 2 degrees from the center of the transducer.
- F. The transducer shall be of the continuous scanning type.
- F. The underwater scanning unit must have an acoustic frequency of 2MHz to properly profile sewers from 10 inch to 120 inch in diameter through normal suspended solids found in sanitary sewer systems.

- G. The angular resolution of the underwater scanning unit must be no greater than 0.9 degrees, giving 400 sectors of data per revolution. For each sector, the data shall be oversampled and peak detected to arrive at 250 range cells. Each scan shall take no longer than 2 seconds to complete.
- H. The underwater scanning unit must be equipped with a pitch and roll sensor in analog and digital form that will display reading through the software.
- I. Sonar data collection software must be able to display live data from the sonar scanning head and display the information as an image using 256 colors to designate signal amplitude. The software must be able to capture screen images and save the images as a JPG or bmp file. These images shall be readable in all major software programs used for word processing and report generation. An instant report shall be able to be produced and printed showing the desired captured still image in full color. Included on this report shall be the distance count from the footage encoder on the cable drum and pitch and roll data from the underwater scanning unit. The software must have real time measurement capabilities. This software shall include point-to-point measurement, diameter measurement using a circle overlay, and area calculations to acquire volume data of sediment and debris. Measurements must be able to be printed on reports and saved with the image. The first echo reflection data must be available to produce a line outline of the pipe wall. This line data must be able to be saved as an XYZ file for use in most major computer aided design (CAD) programs. Software shall display both graphically and numerically the pitch and roll data from the underwater scanning unit.
- J. Transport methods: Contractor shall use a Floatable inspection vessel (raft) with a mounting assembly to correctly position the underwater scanning unit to not interfere with sonar operations. The raft shall be constructed to fit through a 23" manhole opening or smaller. The material used to construct the raft shall be non-corrosive or coated to resist corrosion. Contractor shall use a robotic tractor with a mounting assembly unit to not interfere with Sonar operations.

2.5 PROJECT SUBMITTALS (DURING THE PROJECT)

- A. Means of Transmitting Electronic Data: Unless otherwise indicated transmission of electronic data for the project will generally be via:
 - 1. Owner, Contractor, and Engineer shall use the Project's Internet-based Program Management Information System (PMIS) website. PMIS website hosting will be by Owner. PMIS website address will be furnished to Contractor within ten days after the Effective Date of the Agreement. To access the PMIS website, the Contractor shall acquire and maintain through the Project high-speed Internet service suitable

for transferring Electronic Data. Upon Contractor's request, Owner will provide training for Contractor for up to three hours (one time) at Contractor's place of business or via video conference.

2. This item is to be included in overall project cost and not bid as a separate work item.

- B. The Contractor shall complete a daily written record detailing the Work carried out. The Contractor shall include possible delays, weather, equipment on site, personnel on site (by name), incident report (damage to property), major defects encountered (including collapsed pipe, cave-ins, sink holes, manhole lids off, any obvious river intrusion potential), and visitors to site.
- C. Preliminary Progress Schedule: The Contractor shall provide the City with a preliminary schedule for the project in PDF format.
- D. Maintenance of Traffic Plan shall be submitted for any lane closures or full street closures.
- E. The Contractor shall submit final summary reports on each pipe displaying pertinent information. See next section for additional details.

2.6 MEASUREMENT AND PAYMENT

- A. The items listed below refer to and are pay items listed in the bid form. They constitute all of the pay items for completion of the Work. No deduct or separate payment will be made for providing miscellaneous temporary or accessory Work. The payment for the total footage for each size pipe and method of inspection is based on a percentage of the total footage for that size sewer. The final quantities of unit items will be based on measured quantities actually inspected in the field. The method of measurement and the basis of payment shall be as follows:

1. Item #1 – Mobilization and Demobilization

Description

- A. This item shall include all costs to complete all Work necessary for, but not limited to, furnishing bonds, acquiring insurance, acquiring permits, preparing schedules, delivering submittals, construction staking, performance of construction preparatory operations, coordination and administration, notifications of other utilities, agencies or individuals associated with the Work, all supervision, labor,

equipment and materials necessary for the movement of personnel, equipment, and materials to and from the project Site, the establishment of all other facilities necessary to the performance of Work and testing where not otherwise specified.

B. This price shall also include the cost of maintaining secure storage and work areas, including the security of personnel, open trenches, equipment, and materials.

Measurement and Payment

Item #1 shall be measured and paid upon completion of the CONTRACTOR'S mobilization and demobilization of the Work shown, specified or required, including but not limited to: performance of inspection preparatory operations; coordination and administration; notification of other utilities, agencies or individuals associated with the Work; all supervision, labor and obtaining permits where not otherwise specified. This Item shall not exceed a total of five percent (5%) of the total contract amount. Not less than one-third ($1/3$) of the amount bid for this item shall be reserved for demobilization at completion of the Work. Due to the uncertainty of the weather and pipe conditions, the CONTRACTOR may need to return back on site once conditions allow the best televising environment.

2. Item #2 – Owner's Work Allowance

Description

A. Work allowances are stipulated amounts available as reserve for sole use by Owner to cover unanticipated costs. Work Allowance costs will only become official after a Change Proposal and Allowance Authorization has been approved. Contractor to notify the Owner within 30 days of the event with any Work Allowance requests.

B. When authorization of Work under Work allowance is contemplated by Owner for a defined scope, submit Change Proposal to Engineer. Prepare Change Proposal in accordance with the PMIS requirements.

C. The Contractor shall furnish all labor, materials, and equipment necessary to perform the additional miscellaneous work as directed by the Owner or Engineer. This Work is not shown or specified on the drawings or specifications but which is subsequently identified by the Owner as being necessary to complete the Project.

D. At the completion of the Contract, all remaining funds for this Item will be deducted from the final contract price by means of a Change Order.

Measurement and Payment

- A. When Work is required under this item, the Owner or Engineer will request a Change Proposal for Work from the Contractor through the City's PMIS.
- B. Contractor shall prepare proposal for Work including, but not limited to, cost estimate, scheduled, impacts to overall project schedule, and Subcontractors.
- C. No Work shall be performed under this item without the direct authorization to proceed from the Owner or Engineer.

3. Item #3 – Maintenance and Protection of Traffic

Description

- A. Contractor shall keep all streets and traffic ways open for passage of traffic and pedestrians during the Work, unless otherwise approved by owner of the street, traffic way, or right-of-way, as applicable. Construction traffic shall access the Site only via previously approved entrance(s) or as noted on the Drawings.
- B. When required to cross, obstruct or temporarily close a street or traffic way, provide and maintain suitable bridges, detours or other approved temporary expedient for the accommodation of traffic. Closings shall be for shortest time practical, and passage shall be restored immediately after completion of backfill and temporary paving or bridging. Fire hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, or other utility controls shall be left unobstructed and accessible during the construction period.
- C. Submit a Barricade Permit with the City of Fort Wayne Right of Way Department. Contractor shall notify and coordinate with the fire department, police department, and other emergency services prior to the implementation of the proposed construction operations. Emergency traffic must have access to the Project area at all times.
- D. Give reasonable notice to owners or tenants of private property who may be affected by construction operations. Give minimum seventy-two (72) hours notice.
- E. Provide signs, signals, barricades, flares, lights and other equipment, service, and personnel required to regulate and protect all traffic and warn of hazards. Such Work shall conform to requirements of Owner and authority having jurisdiction at the Site. Remove temporary equipment and facilities when no longer required, and restore grounds to original or to specified conditions, as applicable.
- F. The Contractor shall provide the Engineer with a Maintenance of Traffic Plan for approval thirty (30) days prior to the closure of any streets. After the

Maintenance of Traffic Plan is approved, any additional revisions required to the plan shall be approved by the City of Fort Wayne Traffic Engineering Department with at least 72 hours notice.

Measurement and Payment

- A. Payment for Maintenance and Protection of Traffic shall be on a lump sum basis.
- B. The pay quantity for this item shall be the percentage of Work completed at the time of billing (i.e., 10 percent of the lump sum amount for Maintenance and Protection of Traffic will be earned at 10 percent of earned Contract amount).

4. Items #4 through #12 and #22-#24 –CCTV and Sonar for Sewer Inspections

Description

- A. This Work shall include all supervision, materials, equipment, stringing of the sewer segments, locating of manholes, uncovering manholes, winch setup, access and insertion of equipment, access requiring confined space entry, deployment of inspection equipment, removal and replacement of any bolt down manhole lids found, final reports, and all Work necessary to inspect the listed sewer segments.
- B. This Work is for the use of CCTV/sonar for inspections of sewers 24 inch and larger in diameter as described in the bid schedule.

Measurement and Payment

- A. The payment for the footage of each sewer size and measured from the inside face of manhole to inside face of manhole. This shall be measured horizontally along the sewer line. Videos of the segments must be uploaded to the City FTP for review prior to pay applications being reviewed and approved.

5. Items #13 through #21 and Items #25-#27 –

- A. This Work is for the use of CCTV for inspections of sewers 24 inch and larger in diameter as described in the bid schedule. The payment for the footage of each sewer size and measured from the inside face of manhole to inside face of manhole. This shall be measured horizontally along the sewer line. This Work shall include all supervision, materials, equipment, stringing of the sewer segments, locating of manholes, uncovering manholes, winch setup, access and insertion of equipment, access requiring confined space entry, deployment of inspection equipment, removal and replacement of any bolt down manhole lids

found, final reports, and all Work necessary to inspect the listed sewer segments.

Measurement and Payment

- A. The payment for the footage of each sewer size and measured from the inside face of manhole to inside face of manhole. This shall be measured horizontally along the sewer line. Videos of the segments must be uploaded to the City FTP for review prior to pay applications being reviewed and approved.

Vendor: R&R Visual, Inc.

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (Not to Exceed 5%)	1	LS	\$6,500.00	\$6,500.00
2	Owner's Work Allowance (City Determined)	1	LS	\$5,000.00	\$5,000.00
3	Maintenance and Protection of Traffic	1	LS	\$18,473.00	\$18,473.00
4	CCTV/Sonar Combination for 36" Sewers	6050	LF	\$5.25	\$31,762.50
5	CCTV/Sonar Combination for 42" Sewers	2195	LF	\$5.25	\$11,523.75
6	CCTV/Sonar Combination for 48" Sewers	7128	LF	\$5.25	\$37,422.00
7	CCTV/Sonar Combination for 54" Sewers	1971	LF	\$5.25	\$10,347.75
8	CCTV/Sonar Combination for 60" Sewers	6147	LF	\$5.25	\$32,271.75
9	CCTV/Sonar Combination for 72" Sewers	18648	LF	\$5.25	\$97,902.00
10	CCTV/Sonar Combination for 96" Sewers	1352	LF	\$5.25	\$7,098.00
11	CCTV/Sonar Combination for 108" Sewers	587	LF	\$5.25	\$3,081.75
12	CCTV/Sonar Combination for 120" Sewers	542	LF	\$5.25	\$2,845.50
13	CCTV for 36" Sewers	6050	LF	\$2.95	\$17,847.50
14	CCTV for 42" Sewers	2195	LF	\$3.10	\$6,804.50
15	CCTV for 48" Sewers	7128	LF	\$3.10	\$22,096.80
16	CCTV for 54" Sewers	1971	LF	\$3.10	\$6,110.10
17	CCTV for 60" Sewers	6726	LF	\$3.50	\$23,541.00
18	CCTV for 72" Sewers	20946	LF	\$3.50	\$73,311.00
18	CCTV for 96" Sewers	1352	LF	\$3.90	\$5,272.80
20	CCTV for 108" Sewers	587	LF	\$3.90	\$2,289.30
21	CCTV for 120" Sewers	542	LF	\$3.90	\$2,113.80
BASE BID TOTAL					\$423,614.80
Bid Alternate 1					
22	CCTV/Sonar Combination for 24" Sewers	7280	LF	\$5.25	\$38,220.00
23	CCTV/Sonar Combination for 27" Sewers	954	LF	\$5.25	\$5,008.50
24	CCTV/Sonar Combination for 30" Sewers	576	LF	\$5.25	\$3,024.00
25	CCTV for 24" Sewers	7280	LF	\$2.95	\$21,476.00
26	CCTV for 27" Sewers	954	LF	\$2.95	\$2,814.30
27	CCTV for 30" Sewers	576	LF	\$2.95	\$1,699.20
ALTERNATE 1 TOTAL					\$72,242.00

Total= \$495,856.80

CITY OF FORT WAYNE, INDIANA

R+R Visual, Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒

(ii) Distributable income share exceeding 5% ☒

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

Name: Rex Robison

Name: Kristina Robison

Address: 1828 W Olson Rd, Rochester

Address: 1828 W Olson Rd, Rochester

- 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):

Name: Rex Robison 50 %

Name: Kristina Robison 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 X

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)
Including contractual employment for services in the previous 3 years:

Yes _____ No X

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

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

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

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

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

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

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

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

R+R Visual, Inc. 1828 W Olson Rd., Rochester, IN
(Name of Vendor) Address 46975
(574) 223-5426
Telephone bbenn@seepipe.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) Kristina Robison Title CFO
Signature Kristina Robison Date 6/1/22

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

CITY OF FORT WAYNE, INDIANA

R+R Visual, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒

(ii) Distributable income share exceeding 5% ☒

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

Name: Rex Robison

Address: 1828 W Olson Rd, Rochester

Name: Kristina Robison

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- 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):

Name: Rex Robison 50 %

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)

Including contractual employment for services in the previous 3 years:

Yes _____ No X

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

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

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

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

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

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

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

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

R+R Visual, Inc.
(Name of Vendor)

1828 W Olson Rd., Rochester, IN
Address 46975
(574) 223-5426
Telephone
bbern@seepipe.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) Kristina Robison Title CFO
Signature Kristina Robison Date 6/1/22

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

Interoffice Memo

Date: August 4 2022
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: 2021 Large Diameter Sewer Sonar Inspections
W.O. # 76927

Council District # City Wide

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. The intent of the project is to assess the structural conditions and O&M condition of various interceptors.

Implications of not being approved: The data that will be collected as part of this project will help determine the condition and the amount of debris in various interceptors. This will allow the City to prioritize which interceptors will need rehabilitation and can determine where the system can work more efficiently.

Council Suspension of Rules: N/A

Selection and Approval Process: The Contractor was selected through the Request for Proposal (RFP) process. The RFP announcement was sent to seven firms and posted on the City Quest website. Utilities Engineering staff reviewed the qualifications and bids of all interested firms. Three Contractors submitted proposals. A scoring matrix was used to score all firms based on expertise, prior work experiences, qualifications, and fee. Using this process, Utilities Engineering selected R&R Visual, Inc., for this project and finds their scope and lowest bid to be the best value for this project. The Board of Public Works approved the contract on July 26, 2022 fee of \$495,856.80

The cost of said project funded by Utility Revenue

Council Introduction Date: August 9, 2022

CC: Matthew Wirtz
Jill Helfrich
File