

1 **BILL NO. S-22-02-12**

2 SPECIAL ORDINANCE NO. S-18-22

3 AN ORDINANCE approving PROFESSIONAL
4 SERVICES AGREEMENT – SCADA MIGRATION –
5 WORK PACKAGE NO. 1 - RESOLUTION/WORK
6 ORDER #92110 - \$109,250.00 (funded by Revenue)
7 between DONOHUE & ASSOCIATES, INC. and the
8 City of Fort Wayne, Indiana, in connection with the
9 Board of Public Works.

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

12 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT
13 – SCADA MIGRATION – WORK PACKAGE NO. 1 - RESOLUTION/WORK
14 ORDER #92110 - \$109,250.00 (funded by Revenue) between DONOHUE &
15 ASSOCIATES, INC. and the City of Fort Wayne, Indiana, in connection with the
16 Board of Public Works, is hereby ratified, and affirmed and approved in all
17 respects, respectfully for:


18 All labor, insurance, material, equipment, tools, power, transportation,
19 miscellaneous equipment, etc., necessary for: PROFESSIONAL
20 ENGINEERING SERVICES WILL INCLUDE SERVING AS CITY'S
21 PROFESSIONAL REPRESENTATIVE FOR THE PROJECT,
22 PROVIDING PROFESSIONAL ENGINEERING CONSULTATION
23 AND ADVICE, AND OTHER CUSTOMARY SERVICES
24 INCIDENTAL THERETO. SCADA MIGRATION - WORK
25 PACKAGE NO. 1 COMPLETES WORK AT BOTH THE WATER
26 POLLUTION CONTROL PLANT AND THE THREE RIVERS
27 FILTRATION PLANT. WORK PACKAGE NO. 1 INCLUDES THE
28 MIGRATION OF THE FILTER PLCs AT THE FILTRATION PLANT
29 AND AERATION BASIN PLCs AT THE WATER POLLUTION
30 CONTROL PLANT TO THE NEW IGNITION PLATFORM. THE
WORK INCLUDED IN THIS AGREEMENT CONSISTS OF THE
MANAGEMENT OF VARIOUS PROGRAMMERS FOR THE
SUCCESSFUL COMPLETION OF WORK PACKAGE NO. 1 FOR
THE SCADA MIGRATION PROJECT. THIS INCLUDES THE
OVERSEEING OF SCADA STANDARDS UPDATES,
IMPLEMENTATION SCHEDULING, AND CONFIRMATION OF
CITY SCADA STANDARDS UTILIZATION;

1 involving a total cost of ONE HUNDRED NINE THOUSAND TWO HUNDRED
2 FIFTY AND 00/100 DOLLARS - (\$109,250.00). A copy of said Contract is on file
3 with the Office of the City Clerk and made available for public inspection, according
4 to law.

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

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8 
9 _____
10 Council Member

11 APPROVED AS TO FORM AND LEGALITY

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14 _____
15 Carol Helton, City Attorney

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PROFESSIONAL SERVICES AGREEMENT

SCADA Migration – Work Package No.1

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

Donohue & Associates, Inc (ENGINEER)
1502 Magnavox Way, Suite 260
Fort Wayne, IN 46804

Who agree as follows:

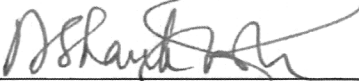
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement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

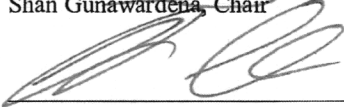
APPROVALS

APPROVED FOR CITY

BOARD OF PUBLIC WORKS

DATE: 2.1.2022


BY: 
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

APPROVED FOR ENGINEER

BY: 

DATE: Jan 25, 2022

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

Engineer shall provide the City services in all phases of the project to which this scope of services applies.

B. PROJECT DESCRIPTION

The project includes developing standards associated with the SCADA system and the integration of Water Pollution Control Plant (WPCP) and Three Rivers Filtration Plant (TRFP) Work Package No. 1 along with Pilot Project updates.

This project integrates TRFP and WPCP Work Package No. 1 unit processes with parallel iFIX/Ignition HMI. Table 1 and Table 2 provide a summary of the work package unit processes, HMI screen development concepts, PLCs and PLC firmware updates. The project scope generally includes:

- Providing project management and resident inspection services
- Developing Work Package No. 1 SCADA Standards and Final SCADA Standards based on the City Draft SCADA Standards
- Completing PLC program and iFIX SCADA tag modifications (designated as SCADA migration rollout)
- Integrating new Ignition Perspective SCADA system (designated as SCADA migration cutover)
- Providing training and operability for the system(s).

Table. 1 TRFP Work Package No. 1 Integration Summary

Unit Process	HMI Screen Concepts (to be included as part of Work Package No. 1 SCADA Standards review process)	Associated PLCs and Firmware
Filtration – 28 filters	Level 1 –Filter Performance Overview Level 2 – Filter Unit Process Summary/Control Level 3 - Individual Filter Screens (May combine some filters) Level 4 - Individual Filter System Controls	PLC21 through PLC 36 (L7 and L8 controllers with V30 firmware)
Orthophosphate	Update pilot work to conform with Work Package No. 1 SCADA Standards	UVD L71 Processor with V20.11 firmware – requires updating to V30 PLC49 (L71 Processor with V30 firmware PLC10 (L33ER Processor with V21 firmware – requires updating to V30)

Table. 2 WPCP Work Package No. 1 Integration Summary

Unit Process	HMI Screen Concepts (to be included as part of Work Package No. 1 SCADA Standards review process))	Associated PLCs and Firmware
Secondary Treatment (Aeration and Secondary Clarifiers)	Level 1 –Secondary Treatment Performance Overview Level 2 – Secondary Treatment Unit Process Summary/Control Level 3 - Individual Secondary Treatment Screens (May combine systems) Level 4 - Individual System Controls	0550-PLC-1 (L71 processor with V20.12 firmware – requires updating to V30) 0560-PLC-1 (L71 processor with V20.12 firmware – requires updating to V30)
Phosphorus Control System (Update pilot to conform with standards)	Update pilot work to conform with Work Package No. 1 SCADA Standards	0430-PLC-1 L71 with V20.12 firmware – requires updating to V30)

C. SCOPE OF WORK

The duty of the System Integrator is to manage all aspects work package no. 1. During this project the team will update, develop, integrate, test, tag, and train operations in accordance with the SCADA Standards and the Ignition Development plan. All tag modifications shall conform with existing tag standards outlined in the development plan and SCADA Standards.

Each task includes a different aspect of the work including: project management, development, tagging, or inspection services. All tasks are intended to be completed by the party in their entirety.

Task 1 – Project Management and Schedule

- 1.1 Prepare and manage project and project schedule.
- 1.2 Attend monthly progress review meetings and workshops. Keep minutes of meetings and workshops and distribute the meetings within 7-days.
- 1.3 Coordinate submittal reviews with integration team, inspection team and City through PMIS.
- 1.4 Coordinate validation, rollout and cutover with integration team, inspection team and City.

Task 5 – Resident Project Inspection (WPCP and TRFP)

- 6.1 Support WPCP on-site project activities and compliance with Work Package No. 1 SCADA Standards and the SCADA Migration Development Plan with the following general activities:
 - a. Observe integration activities in compliance with project standards
 - b. Develop daily reports / logs to PMIS on days where meetings or on-site integration is active
 - c. Assist City with management and review of submittals (primarily plans, tagging and screen concepts), and deviations from standards
 - d. Observe SAT and FAT testing.
- 6.2 Support TRFP on-site project activities and compliance with Work Package No. 1 SCADA Standards and the SCADA Migration Development Plan with the following general activities:
 - a. Observe integration activities in compliance with project standards
 - b. Develop daily reports / logs to PMIS on days where meetings or on-site integration is active
 - c. Assist City with management and review of submittals (primarily plans, tagging and screen concepts), and deviations from standards
 - d. Observe SAT and FAT testing.

D. SCHEDULE

Tasks 1 and 5 will coordinate with the execution of Work Package 1 by others. The anticipated schedule for executing Work Package 1 is 16 weeks from the Notice to Proceed.

CONTINGENCY TASKS (but not specifically limited to):

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

- Attend additional meetings as needed to review and discuss the project
- Provide resident inspection services in addition to the estimated time included in the fee estimate.
- Perform site visits to assist Program Manager in resolution of design or construction problems.
- Additional tasks as directed by Owner

PART II

CITY'S RESPONSIBILITIES

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

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

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

Provide System Integrator with existing SCADA standards and migration plans.

Provide System Integrator with any existing programs available in the City's AssetCentre.

B. REPRESENTATIVE

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

C. DECISIONS

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

D. PROPERTY OWNER NOTIFICATION

Property owner survey notification letters will be prepared and mailed by the City.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed Engineering fee of \$109,250 as summarized in attached Attachment 1.

Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule. Engineer will be reimbursed for travel related expenses, overnight stays, and other expenses per the table below. Per Diem reimbursement is only applicable for individuals traveling 50 miles or more to or from Fort Wayne. Overnight stay is not expected for an individual who is within a 100 mile range, unless expected for multiple days. Travel days are only applicable to individuals traveling 100 miles or more to or from Fort Wayne. Incidental expenses such as postage and prints or other items not specifically identified below are not reimbursable.

	Per Diem Rate
Travel Day 1 (City or State)	\$112.00
Workshop	\$200
Non-Travel Day	\$68.00
Overnight Accommodations	\$108.00

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

B. BILLING AND PAYMENT

1. Timing/Format

- a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require, and shall include the employee name and title of all staff billing to project.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.
- c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.

2. Billing Records

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

**PART IV
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

11. **INSURANCE.** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

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

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry St., Suite #480
Fort Wayne, IN 46802

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

To the fullest extent permitted by law, City shall indemnify and save harmless, Engineer from and against loss, liability, and damages sustained by Engineer, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, its agents or employees.

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

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

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

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

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

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

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

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

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Project Management – (Task 1)

For Services outlined in Tasks 1 a not to exceed fee of: **\$64,800**

Resident Project Inspection (WPCP and TRFP) – (Task 5)

For Services outlined in Tasks 6 a not to exceed fee of: **\$34,450**

Contingency Allowance - As authorized by PM

For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of : **\$10,000**

TOTAL NOT TO EXCEED FEE: \$109,250

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION

RATE

Donohue & Associates, Inc.
2022 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$250
Engineer/Specialist VIII	\$240
Engineer/Specialist VII	\$220
Engineer/Specialist VI	\$200
Engineer/Specialist V	\$185
Engineer/Specialist IV	\$170
Engineer/Specialist III	\$150
Engineer/Specialist II	\$135
Engineer/Specialist I	\$120
Technician II	\$100
Technician I	\$85
Administrative Assistance III	\$90
Administrative Assistance II	\$80
Administrative Assistance I	\$70

Notes:

Labor charge-out rates are for normal work week.
Billing rates are in effect for 2022 and may be adjusted annually to reflect labor cost increases.
Mileage is billed at the current IRS stipulated rate.
Printing and shipping are billed at cost.

CITY OF FORT WAYNE, INDIANA

Donohue & Associates, Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

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

Name: _____ Name: _____

Address: _____ Address: _____

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

sole proprietorship	<input type="checkbox"/>	stock	<input type="checkbox"/>
partnership interest	<input type="checkbox"/>	units (LLC)	<input type="checkbox"/>
other (explain) _____			

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

Name: See attached _____ %

Name: _____ %

Vendor Disclosure Statement

Section 1: Disclosure of Financial Interest in Vendor as of 01/10/22 Questions a, b, and c

Last Name	Middle Initial	First Name	Address	City	State	Zip Code	Stock Ownership Percentage
Scheiber	A	Barbara	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%
Buss	M	Randall	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%
Brunner	W	Craig	3311 Weeden Creek Road	Sheboygan	WI	53081	9.2%
BerktoId	A	Josef	3311 Weeden Creek Road	Sheboygan	WI	53081	10.0%
Gerbitz	W	Michael	3311 Weeden Creek Road	Sheboygan	WI	53081	11.5%

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, 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 X No _____

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

See attached

- 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).

Section 3: Disclosure of other Contract and Procurement Related Information as of 01/10/22
Question a

Contract Name	Purchase Order Number	Contract Date	City Contact
Wet Weather Pump Station Addition of Pumps #5 & #6	16905091-000	08/23/16	Zach Schortgen
WPCP Digester Feed and Withdrawal Piping Improvements	19950127-000	10/22/19	Chris Ravenscroft
I&C On-Call Services 2021	20950245	01/05/21	Jon Weirick
WPCP Plant SCADA Improvements Support	21950078	04/20/21	Mark Maumgartner
Energy Management System Tag Development	21950098	06/08/21	Doug Fasick
WPCP Digester Feed and Withdrawal Piping Improvements DSDC	21950100	06/08/21	Chris Ravenscroft
St. Joe Dam PLC Replacement Design	21950085	06/22/21	Christos Kyrrou
WPCP Aeration Basin Diffuser Study	21950112	06/22/21	Chris Ravenscroft
Energy Sustainability Project Electrical Interconnection Prelim Engineering	21950106	08/31/21	Zach Schortgen
WPCP Asset Management I&C Services	21531091	08/24/21	Adam Lane
TRFP Asset Management I&C Services	21521115	08/13/21	Adam Lane
SCADA Project Support Services 2021	21950150	09/14/21	Zach Schortgen
Pond 3 Wet Weather Conversion Modifications	Pending		Chris Ravenscroft

Question b

Bid or Project Number / Amendment	Contract Date	City Contact
I&C On-Call Services 2022	Pending	Christos Kyrrou

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

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

Donohue + Associates, Inc.
(Name of Vendor) 3311 Weeden Creek Rd; Sheboygan, WI 53081
Address (920) 218-0296
Telephone rbuss@donohue-associates.com
E-Mail Address

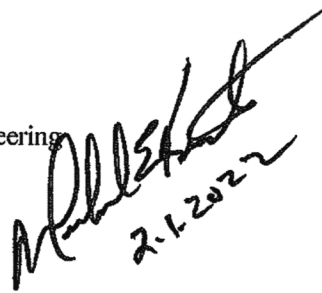
The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations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

Name (Printed) Randall M Buss Title Senior VP
Signature Randall M Buss Date 01/10/2022

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: 2/1/2022
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: **SCADA Migration – Work Package No. 1**
W.O. # 92110



Council District # N/A – At Plants

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. SCADA Migration – Work Package No.1 completes work at both the Water Pollution Control Plant and the Three Rivers Filtration Plant. Work Package No.1 includes the migration of the Filter PLCs at the Filtration Plant and Aeration Basin PLCs at the Water Pollution Control Plant to the new ignition platform. The work included in this agreement consists of the management of various programmers for the successful completion of Work Package No.1 for the SCADA Migration Project. This includes the overseeing of SCADA standards updates, implementation scheduling, and confirmation of City SCADA standards utilization.

Implications of not being approved: SCADA is the control system for both the plants and is used to assist operators in monitoring/ managing processes. Due to changes in technology, our SCADA system has outlived its useful life and is no longer supported for updates by the manufacturer. The SCADA Migration project involves replacing this system with a new platform that will be more widely supported and easier to modify in the future.

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

Selection and Approval Process:

The consultant was selected through the Request for Proposal process. A request for proposals was developed and sent to three shortlisted firms. Three shortlisted firms submitted Competitive Sealed Proposals for this portion of the project. A scoring matrix was used to score all firms based on responses to the RFP's. RFP scoring was based on expertise, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Donohue and Associates, Inc. for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on February 1, 2022.

The cost of said project funded by Revenue

Council Introduction Date: 2/8/2022

CC: BOW

Matthew Wirtz
Jill Helfrich
Construction Manager
Chrono
File

www.mca.com

BILL NO. S-22-02-12

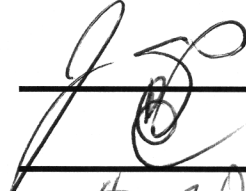
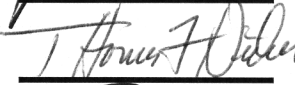

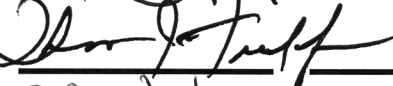


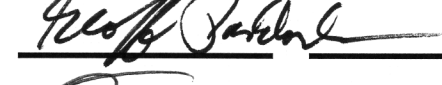

**REPORT OF COMMITTEE ON CITY UTILITIES
February 15, 2022**

***Glynn Hines Chair
Thomas Didier Co-Chair
All Council Members***

An Ordinance approving Professional Services Agreement – SCADA Migration – Work Package No. 1- Resolution/Work Order #92110 - (funded by Revenue) between Donohue & Associates, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$109,250.00

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Hines.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Hines, placed on passage by the following vote:

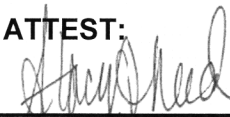
<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: February 22, 2022



 STACY A. REED, DEPUTY CITY CLERK

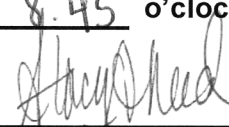
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-22-02-12 on the 22nd day of February, 2022

ATTEST:


 STACY A. REED
 DEPUTY CITY CLERK




 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd
 of February 2022, at the hour of 8:45 o'clock A.M. E.S.T.


 STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 23RD day of FEBRUARY 2022, at the
 hour of 11:00 o'clock AM E.S.T.



 THOMAS C. HENRY, MAYOR

