

1 **BILL NO. S-22-06-12**

2 SPECIAL ORDINANCE NO. S-83-22

3
4 AN ORDINANCE approving PROFESSIONAL
5 ENGINEERING SERVICES AGREEMENT – WATER
6 POLLUTION CONTROL PLANT AND THREE RIVERS
7 FILTRATION PLANT IHISTORIAN DATA MIGRATION
8 - RESOLUTION/WORK ORDER #92119 – between
9 GRAY MATTER SYSTEMS, LLC and the City of Fort
10 Wayne, Indiana, by and through its Board of Public
11 Works.

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

14 **SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES
15 AGREEMENT – WATER POLLUTION CONTROL PLANT AND THREE RIVERS
16 FILTRATION PLANT IHISTORIAN DATA MIGRATION - RESOLUTION/WORK
17 ORDER #92119 – between GRAY MATTER SYSTEMS, LLC and the City of Fort
18 Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified,
19 and affirmed and approved in all respects, respectfully for:

20 All labor, insurance, material, equipment, tools, power,
21 transportation, miscellaneous equipment, etc., necessary for
22 serving as City’s professional representative for the Project,
23 providing professional Engineering consultation and advice, and
24 other customary services incidental thereto. IHistorian Data
25 Migration includes the transfer of all time and tag-based data
26 associated with the City’s IHistorian data storage system to a
27 new Ignition compatible historical database at each plant. Data
28 includes all time-based data associated with the Three Rivers
29 Filtration Plant and Water Pollution Control Plant SCADA
30 process monitoring. This data transfer will occur over multiple
iterations as the City’s SCADA System is upgraded to the new
Ignition platform;

Involving a total cost of ONE HUNDRED FIVE THOUSAND NINE HUNDRED
SIXTY-FIVE and 00/100 DOLLARS (\$105,965.00), the cost of which is being

1 funded by Revenue. A copy of said Contract is on file with the Office of the City
2 Clerk and made available for public inspection, according to law.

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

5 
6 _____
7 Council Member

8 APPROVED AS TO FORM AND LEGALITY

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10 
11 _____
12 Malak Heiny, City Attorney

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PROFESSIONAL SERVICES AGREEMENT

92119 IHistorian Data Migration

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works

1. City of Fort Wayne
2. 200 E. Berry Street, Suite 240
3. Fort Wayne, IN 46802

and

**Gray Matter Systems, LLC
100 Globalview Drive
Suite 200
Warrendale, PA 15086**

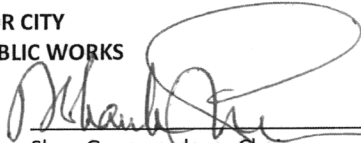
Who agree as follows:

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

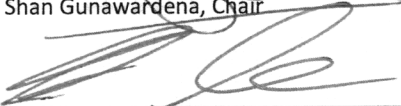
APPROVALS

APPROVED FOR CITY
BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

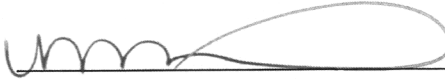
BY:


Kumar Menon, Member

BY:

ABSENT
Chris Guerrero, Member

ATTEST:

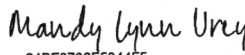

Michelle Fulk-Vondran, Clerk

DATE:

5-17-2022

APPROVED FOR ENGINEER

BY:

DocuSigned by:

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DATE:

04/21/2022

PART I I&C/Facilities

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

This project includes the migration of all time and tag based data associated with the City’s iHistorian data storage system to the Ignition historical database at each plant. Data includes all time based data associated with the Three Rivers Filtration Plant and Water Pollution Control Plant SCADA process monitoring.

This project transfers all data associated with process monitoring at both facilities owned by City Utilities. It is intended that this migration will take place over several iterations in conjunction with the City’s SCADA migration project that is currently underway. The project scope generally includes:

- Providing Migration services for all tag based data collected at City Facilities
- Backup of existing data before migration occurs
- Creation of migration script for easy transfer of data between the iHistorian and SQL database
- Completing several iterations of the data migration based on progress of SCADA Migration
- Provide O&M documentation for completion of migration

Plant	Historian Name	Estimated Tags
Three Rivers Filtration Plant	Historian 02	15,000
Water Pollution Control Plant	Historian 03	20,000

C. SCOPE OF SERVICES

The duty of the Engineer is to complete programming and data migration services. The final migration tool shall be supported by the Engineer during its utilization for this project. The Engineer is to adhere to the requirements of the SCADA Standards Manual and relevant exhibits provided by the City of Fort Wayne. The Engineer shall develop and provide the following services:

Task 1 Project schedule and Review Meetings

- 1.1 Prepare project migration schedule
- 1.2 Attend three (3) review meetings – *These meeting will be utilized to coordinate shutdown times and appropriate times to complete the work. Meeting shall review concepts and discuss timeline for accepted proof of concepts testing. Tool shall be showcased before utilizing for data migration.*
- 1.3 Keep the minutes of the Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 – Historian Data Migration / Design

- 2.1 Convert iHistorian database to Ignition database utilizing REST API or other means and methods

- a. Current system does not support the utilization of a REST API. Any upgrades to the systems shall be the responsibility of the Engineer.
 - b. Tag migrations will occur per process, after each process has been successfully cutover to Ignition SCADA
- 2.2 Creation of a table within the Ignition Database to incorporate Tag Descriptions in conjunction with tag values. Table shall be utilized during the migration process.
- 2.3 Compare migrated data against existing Historian data with utility supplied tools (e.Ris) by others to confirm migrated data matches originally stored values. Test shall include a minimum 5 years of data for 100 tags. Accuracy shall be to nearest thousandth.
- a. Testing shall occur prior to initial process data migration on the live system
- 2.4 Utilize existing SCADA Standards for tag naming conventions. Cross reference of New and Old tags will be provided by the City for completion of this task.
- 2.5 Coordinate with Owner for tag migration settings
- a. Tag migration/historization settings defined by the Process Engineer and available via Ignition tag historization groups
- 2.6 Support migration tool through entire data migration of both plant historians.
- 2.7 Review Existing Historian Design
- a. Review Historian tag configuration & settings template
 - b. Review Data source collections based on use / rate / utilization
 - i. Active / Archive
 - ii. Data source type mapping to Unity array location, based on data storage / accessibility intervals

Task 3 – Documentation & Training

- 3.1 Creation of Standard Operations manual for Migration tool.
- 3.2 Provide test results from proof of concepts migration testing.
- 3.3 Complete training with Engineering team and other selected City resources. Training shall include review of the operations manual and showing all steps to complete a data migration.

D. SCHEDULE

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

<u>SCHEDULE</u>	<u>DATE</u>
Proof of Concept	6-10 weeks after project kickoff
WPCP Migration Data set 1	4 -8 weeks after POC
TRFP Migration Data set 1	2-4 weeks after WPCP migration data set 1

E. OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by City and negotiated fees, Engineer can provide the following additional services:

1. CONTINGENCY TASKS (but not specifically limited to):

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

- Attend additional meetings as needed to review and discuss the project.
- Perform site visits to assist Program Manager in resolution of implementation problems.
- Additional Migration tool runs as directed by Project Manager
- Other items as directed by the Project Manager

PART II I&C/Facilities

CITY'S RESPONSIBILITIES

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

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

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

Provide Engineer with electronic or hard copies of existing City utility maps, aerial maps and contour maps that are available to the City.

Provide Engineer with existing SCADA Standards Documentation and cross reference tag sheets.

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 \$105,965 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.

Expenses

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.

	<u>Per Diem Rate</u>
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 Non-Consent Decree
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.

4. ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

Data Migration Services – (Tasks 1 through 2)

For Services outlined in Tasks 1 through 3 a not to exceed fee of: \$82,770

Documentation and Training - (Task 3)

For Services outlined in Task 3 a not to exceed fee of: \$13,195

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: \$105,965

5. ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Ryan Nowacki – Lead SCADA Engineer	\$155
TBD – Project Manager	\$185
Brian Heble – Sr. SCADA Engineer	\$185
Gabriel Minos – Sr. SCADA Engineer	\$185

CITY OF FORT WAYNE, INDIANA

Gray Matter Systems, LLC

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: _____ Name: _____

Address: _____ Address: _____

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

- sole proprietorship stock
- partnership interest units (LLC)
- other (explain) _____

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

Name: _____ %

Name: _____ %

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

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

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

n/a

- 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 _____

n/a

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

n/a

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 X No _____

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

I-Historian Data Migration, RFP#92119

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

Yes _____ No _____

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

n/a

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

Gray Matter Systems, LLC 100 Global View Drive, Suite 200, Warrendale PA 15086

(Name of Vendor)

Address 412-741-2410
()

Telephone contracts@graymattersystems.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) Mandy Lynn Urey Title COO


Signature _____ Date 5/12/2022

DocuSigned by:
Mandy Lynn Urey
64BF3736F5044F5...

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: June 2, 2022
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Water Pollution Control Plant and Three Rivers Filtration Plant Historian Data Migration
W.O. 92119



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. Historian Data Migration includes the transfer of all time and tag-based data associated with the Citys Historian data storage system to a new Ignition compatible historical database at each plant. Data includes all time-based data associated with the Three Rivers Filtration Plant and Water Pollution Control Plant SCADA process monitoring. This data transfer will occur over multiple iterations as the Citys SCADA System is upgraded to the new Ignition platform.

Implications of not being approved: Process data is collected by both the Water Pollution Control Plant and Three Rivers Filtration Plant for process management and regulatory reporting. Due to changes in technology, the City has begun upgrading its existing SCADA system to a new platform that is more widely supported and easier to modify. This project allows previously collected data to be accessible to Engineering and Operations through the new platform tools and allows the decommissioning of systems that have outlived their useful life and are no longer supported by the manufacturer.

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 Gray Matter Systems, LLC for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on May 17, 2022.

The cost of said project funded by Revenue

Council Introduction Date: June 14, 2022

CC: BOW

BILL NO. S-22-06-12

REPORT OF COMMITTEE ON CITY UTILITIES

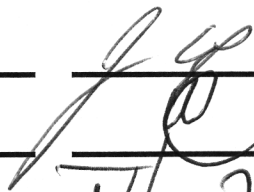
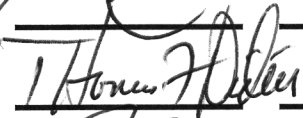

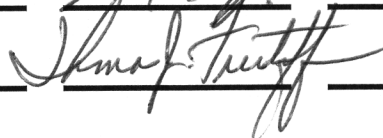
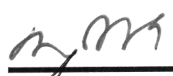
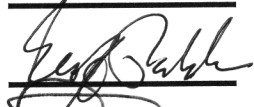

June 21, 2022

Glynn Hines Chair
Thomas Didier Co-Chair
All Council Members

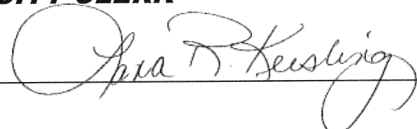
An Ordinance approving Professional Engineering Services Agreement – Water Pollution Control Plant and Three Rivers Filtration Plant IHistorian Data Migration - Resolution/Work Order #92119 – Between Gray Matter Systems, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$105,965.00

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

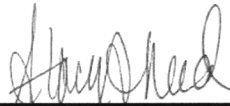
Read the first time in full and on motion by Councilperson Hines.

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: June 28, 2022

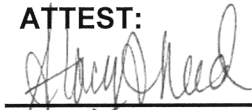


STACY A. REED, DEPUTY CITY CLERK

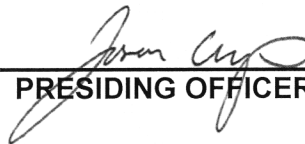
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-22-06-12 on the 28th day of June, 2022

ATTEST:

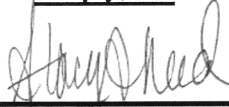


STACY A. REED
DEPUTY CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of June 2022, at the hour of 9:10 o'clock A.M. E.S.T.



STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 29th day of June 2022, at the hour of 12:15 o'clock PM E.S.T.



THOMAS C. HENRY, MAYOR

