

1 **BILL NO. S-24-03-22**

2 SPECIAL ORDINANCE NO. S-50-24

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4 **AN ORDINANCE** approving PROFESSIONAL  
5 SERVICES AGREEMENT – THREE RIVERS  
6 FILTRATION PLANT SCADA MIGRATION PROJECT  
7 (PHASE 2) – RESOLUTION/WORK ORDER #67290 -  
8 \$479,200.00 – between DONOHUE & ASSOCIATES,  
9 INC. and the City of Fort Wayne, Indiana, by and  
10 through its Board of Public Works.

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

13 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT  
14 – THREE RIVERS FILTRATION PLANT SCADA MIGRATION PROJECT (PHASE  
15 2) – RESOLUTION/WORK ORDER #67290 - between DONOHUE &  
16 ASSOCIATES, INC. and the City of Fort Wayne, Indiana, by and through its Board  
17 of Public Works, is hereby ratified, and affirmed and approved in all respects,  
18 respectfully for:

19 All labor, insurance, material, equipment, tools, power, transportation,  
20 miscellaneous equipment, etc., necessary for: PROFESSIONAL  
21 ENGINEERING SERVICES TO INCLUDE SERVING AS CITY'S  
22 PROFESSIONAL REPRESENTATIVE FOR THE PROJECT,  
23 PROVIDING PROFESSIONAL ENGINEERING CONSULTATION  
24 AND ADVICE, AND OTHER CUSTOMARY SERVICES  
25 INCIDENTAL THERETO. THREE RIVERS FILTRATION PLANT  
26 (TRFP) SCADA MIGRATION PLANNING INVOLVES THE  
27 REPLACEMENT OF THE EXISTING IFIX BASED SYSTEM TO A  
28 NEW INDUCTIVE AUTOMATION IGNITION PLATFORM. A WIDE  
29 RANGE OF IMPROVEMENTS GENERALLY RELATED TO THE  
30 SCADA MIGRATION PROJET ARE UNDERWAY OR HAVE BEEN  
COMPLETED TO PREPARE THE FACILITY FOR THIS  
TRANSITION. THIS PROJECT DEVELOPS PROCESS  
CONTROL DOCUMENTATION, EXAMINES EXISTING  
CONTROLS, OUTLINES FUTURE IMPROVEMENTS, AND  
OUTLINES SCADA MIGRATION WORK PACKAGE  
SEQUENCING;

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involving a total cost of FOUR HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS - (\$479,200.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

  
\_\_\_\_\_  
Council Member

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
Malak Heiny, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**

**("Three Rivers Filtration Plant SCADA Migration Project (Phase 2)")**

This Agreement is by and between

**CITY OF FORT WAYNE ("CITY")**

by and through its

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

and

**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**

BY: \_\_\_\_\_  
Shan Gunawardena, Chair

BY: \_\_\_\_\_  
Kumar Menon, Member

BY: \_\_\_\_\_  
Chris Guerrero, Member

ATTEST: \_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

DATE: \_\_\_\_\_

**APPROVED FOR ENGINEER**

BY: Michael Stohl  
Michael Stohl, Vice President

DATE: March 13, 2024

## 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, incorporating sustainability and innovation into the project, furnishing civil Engineering services and other customary services incidental thereto.

#### B. PROJECT DESCRIPTION

The City is planning for a SCADA Migration Project at the Three Rivers Filtration Plant (TRFP). SCADA Migration involves the replacement of the existing IFIX based system to a new Inductive Automation Ignition platform. A wide range of improvements generally related to the SCADA Migration Project are underway or have been completed to prepare the facility for this transition. This project prepares the TRFP for upcoming SCADA Migration related Projects by completing the following:

- Develop process control documents including process and instrument diagrams, functional control descriptions and input/output lists in preparation for SCADA migration for relevant unit processes.
- Examine controls and devices for each unit process and sub-unit process for planned future improvements that may be integrated into SCADA Migration
- Develop an order and proposed scope of work to address the TRFP SCADA Migration. Outline/recommendation for different work packages. The SCADA Migration Project includes a range of improvements generally by unit process.

The approach aligns with the City's Process Control Standards and will develop documents that align with standards for contract documents used by the City. Concepts for PLC consolidation and associated process control elements will be evaluated. The project will further update concepts through a series of iterations.

#### C. SCOPE OF SERVICES

The duty of the Engineer is to develop all required documents in accordance with the City SCADA Standards, SCADA Development guides, and adhere to City CADD Standards. The project includes the following tasks.

##### Task 1 Chemical Feed System (part of Unit Process 2)

1.1 Coordinate with Process and Instrument Diagrams (P&IDs) developed as part of Phase 1. The Phase 1 P&IDs are associated with 3200-PLC-1 & PLC-2 and include the following:

- Plant 1, 2 and 3 raw water
- Plant 3 primary flocculation
- Carbon storage
- Plant 3 carbon feed
- Plant 1 and 2 lime feed storage and conveyance
- Plant 3 lime storage and conveyance
- Lime feed system filter receiver
- Lime feed system plant 1 slaker
- Lime feed system plant 2 slaker
- Lime feed system plant 3 slaker
- Lime feed system lime slaker water heating
- Ferric sulfate day tanks
- Ferric sulfate plant 3 feed system

- Ancillary equipment
- 1.2 Coordinate Input/Output (I/O) lists developed with Phase 1. The Phase 1 I/O lists are associated with 3200-PLC-1 & PLC-2
- 1.3. Develop Functional Control Descriptions associated with PLCs. Updated descriptions developed as part of Phase 1. Engineer will review the available, existing operational control strategies and work with operations and engineering staff to document the existing control strategies and develop updated control strategies. The control strategies will incorporate the Input/Output lists (as updated) and existing SCADA screens where appropriate. Develop documents using Division 40 61 16 Functional Descriptions as a template.
- PLC1 and 2
    - Plant 1 Raw Water
    - Plant 2 Raw Water
    - Plant 3 Raw Water
    - Plant 3 Ferric Sulfate
    - Plant 3 Polymer
    - Carbon Day Tank 3 and 4
    - Plant 3 Lime
  - PLC 3, 4, and 47
    - Plant 2 Lime
    - Plant 3 Lime
    - Plant 1 Ferric
    - Plant 2 Ferric
    - Carbon
  - PLC 8 and 18
    - Plant 3 ferric
    - Plant 1 raw water
    - Plant 2 raw water
    - Plant 3 raw water
    - Ferric storage transfer
    - Plant 3 polymer
    - Carbon Day tank 3, 4, pump 4
- 1.4 Develop PLC shut down sequences and estimation duration of shutdowns for the following systems.
- Plant 1, 2 and 3 raw water
  - Ferric sulfate storage
  - Plant 1, 2, and 3 ferric sulfate
  - Plant 1, 2, 3, lime.
  - Carbon storage and feed
- 1.5 Coordinate updates to drawings for Electrical Construction from 60% to construction documents. Include the following in the construction documents:
- Device locations
  - Wire Table
  - Power Source
  - Update existing 90% Control Panel drawings (PLC-1 & PLC-2)
  - CMMS Validation/Cross Reference

- P&ID fully tagged with City's standard identification. Coordinate with CMMS so that there is a single reference point across the board.
- Equipment technical specification schedules quality checked against P&ID tagging. Coordinate with CMMS so that there is a single reference point across the board.

Remaining Plant Processes – following the unit process out line.

- Unit Process 1 – Raw Water
- Unit Process 2 – Chemical Feed
- Unit Process 3 – Flocculation / Sedimentation
- Unit Process 4 – Sludge Collection
- Unit Process 5 – Filtration
- Unit Process 6 – UV Disinfection
- Unit Process 7 – High Service Discharge
- Unit Process 8 - Ancillary Systems
- Unit Process 9 – Distribution

### **Task 2 Develop Documents for Other Unit Processes**

Engineer will organize the documents generally by unit process and by PLC and develop documents through a series of site investigations, iterations and workshops with the City. Existing Electrical and Instrumentation and Plan sheets will not be developed and will be part of future work packages.

Process and Instrument Diagrams (P&IDs) – Engineer will review and develop P&IDs for the project. Master P&IDs and subsequent process P&IDs will be used as references. Site Investigations will be coordinated with the City to solicit input and iteratively develop the drawings. The drawings will reflect existing conditions as well as future improvements that are recommended throughout this project. Future improvements are limited to instrumentation and control improvements such as piping or equipment upgrades.

Functional Control Descriptions– Engineer will review the available, existing operational control strategies and work with operations and engineering staff to document the existing control strategies and develop updated control strategies. The control strategies will incorporate the Input/Output lists (as updated) and existing SCADA screens where appropriate. Develop documents using Division 40 61.16 Functional Descriptions as a template.

Input/Output (I/O) – Engineer will review, evaluate, and document the existing I/O for the existing PLCs and planned PLC improvements and prepare/consolidate updated I/O lists.

CMMS Validation/Cross Reference

P&ID fully tagged with City's standard identification. Coordinate with CMMS so that there is a single reference point across the board.

### **Task 3 Examine Controls and Devices.**

Coordinate with Task 1 & 2 effort to develop Technical Memorandum 1 (TM1 Planned Improvements) documenting planned improvements identified during the process review and process document preparation. The review considers current equipment, application, process function, time for replacement/upgrade, more efficient for applications, etc. Audit current chemical dosing capabilities, provide suggested control strategies and needs for new equipment. Include the following recommendations:

- Updates to pumps, valves, analytical instruments by unit process.
- Updates for physical control items.
- Updates for instrumentation including flow meters, other instruments that may need to be replaced.
- Document on-going initiatives to consider during the review include:
  - 5yr plan for automating chemical dosing.
  - Re-IP efforts at TRFP & St. Joe Dam.
  - Cleaning up PLC to PLC messaging.

**Task 4 SCADA Migration Planning**

Use the process control documentation and planning with City to develop proposed TRFP SCADA Migration scope of work and schedule. Outline recommendations for different work packages. Document the proposed scope of work and schedule in Technical Memorandum 2 (TM2) and review in Workshop.

Research and host (maximum of 2) workshops to outline options for addressing vendor skid packages for each proposed work package. Develop Technical Memorandum 3 (TM3) to document final direction.

**SCHEDULE**

The project will be completed per the schedule below

<u>SCHEDULE</u>	<u>DATE</u>
Task 1	Final Documents May 2024
Task 2	Final Documents December 2024
Task 3	Final TM October 2024
Task 4	Final Document September 2024

**1.6 OPTIONAL ADDITIONAL SERVICES**

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

**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/conduct additional meetings/workshops as needed to review and discuss the project.

## 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:

#### 1.7 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 electronic copies of ortho aerial photography, GIS base map information (Autodesk AutoCAD 2020 format) of right-of-way and lot information, GIS information on existing water and sewer lines (Autodesk AutoCAD 2020 format).

Provide Engineer with location / structure IDs for the P&ID. Provide owner's standard P&ID loop tagging schema at 60% design.

Provide Engineer with existing P&IDs and base drawings (as available) in (Autodesk AutoCAD 2020 format).

#### 1.8 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 Christos Kyrou.

#### 1.9 DECISIONS

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

**Part III**

**COMPENSATION**

**1.10 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 \$479,200 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.

The Engineer shall provide the Services at the hourly rates attached hereto as Attachment 2 – Hourly Rate Schedule. The Engineer may propose adjustments to its hourly rates from time to time. To propose an adjustment in rates, Engineer shall submit a “Rate Adjustment Request” on a form made available by the City. All proposed adjustments are subject to City approval. If the proposed adjustments are approved, the adjustments shall become effective on the date identified in the Rate Adjustment Request form provided by Engineer, which shall thereafter be attached to the Agreement as an additional Exhibit. If the City rejects the proposed adjustments, the City shall provide written notice to the Engineer and the parties shall work in good faith to identify mutually acceptable hourly rates. If an agreement cannot be reached within (10) days following the date that the City provides written notice to the Engineer of its rejection of the proposed rates, the Engineer shall continue to provide the Services at the original agreed upon rates for the duration of this Agreement. Any adjustment of hourly results under this paragraph that is anticipated to increase the total Contract Price for the Services shall be approved by the Board of Public Works. Otherwise, Board approval shall not be required.

**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 80 mile range, unless expected for multiple days. Travel days are only applicable to individuals traveling 80 miles or more to or from Fort Wayne.

	<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.

**1.11 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.
- d. To be considered for payment, invoicing for January through September must be received no later than 90 days from the end of the month that the services were provided. For services provided in the months of October, November, and December, invoices must be received by January 15<sup>th</sup> of the

following year. Any invoices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.

- e. By January 15<sup>th</sup> of each calendar year, the Engineer shall invoice the City for all outstanding services through December 31<sup>st</sup> of the prior year (Year End Invoice). If Engineer is unable to provide the Year End Invoice by January 15<sup>th</sup>, the Engineer shall notify the City Representative by January 15<sup>th</sup>, in writing, and shall coordinate with the City Representative to determine the earliest feasible date to deliver the Year End Invoice. Any Year End invoices or notices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
- f. By January 10<sup>th</sup> of each calendar year, the Engineer shall provide City Representative, in writing, a list of any outstanding payments due (Aged Receivables) for services rendered through December 31<sup>st</sup> of the prior year. The City Representative shall review the list of Aged Receivables and confirm that they are being processed for payment.

## 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.

**ATTACHMENT #1**

**SUMMARY SHEET**

**SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL**

<b>Task 1 - Chemical Feed System</b> For Services outlined in Tasks 1 a not to exceed fee of:	\$64,930
<b>Task 2 - Remaining Plant Processes</b> For Services outlined in Tasks 2 a not to exceed fee of: ≡	\$330,130
<b>Task 3 - CMMS Validation/Cross Reference</b> For Services outlined in Tasks 3 a not to exceed fee of:	\$36,840
<b>Task 4 - Examine Controls and Devices</b> For Services outlined in Tasks 4 a not to exceed fee of:.	\$27,400
<b>Optional Services - As authorized by PM</b>	
<b><u>Contingency Allowance - As authorized by PM</u></b> <u>For Additional Services</u> and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of :	\$20,000
<b>TOTAL NOT TO EXCEED FEE:</b>	<b>\$479,200</b>

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION

RATE

Donohue & Associates, Inc.  
2023 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$270
Engineer/Specialist VIII	\$250
Engineer/Specialist VII	\$230
Engineer/Specialist VI	\$215
Engineer/Specialist V	\$195
Engineer/Specialist IV	\$180
Engineer/Specialist III	\$165
Engineer/Specialist II	\$145
Engineer/Specialist I	\$130
Technician II	\$100
Technician I	\$90
Administrative Assistance III	\$100
Administrative Assistance II	\$90
Administrative Assistance I	\$80

Notes:

- Labor charge-out rates are for normal work week.
- Billing rates are in effect for 2023 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.

# Interoffice Memo

Date: 3/12/2024  
To: Common Council Members  
From: Michael Kiester, Manager, City Utilities Engineering  
RE: Three Rivers Filtration Plant SCADA Migration Planning  
WO#67290

*Michael Kiester*  
3.14.2024

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 representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto.

Three Rivers Filtration Plant (TRFP) SCADA Migration Planning involves the replacement of the existing IFIX based system to a new Inductive Automation Ignition platform. A wide range of improvements generally related to the SCADA Migration Project are underway or have been completed to prepare the facility for this transition. This project develops process control documentation, examines existing controls, outlines future improvements, and outlines SCADA Migration work package sequencing.

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 six shortlisted firms. Two 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 cost of said project funded by: Water Revenue

Council Introduction Date: 3/26/24

CC: BOW  
Matthew Wirtz

**BILL NO. S-24-03-22**

**REPORT OF COMMITTEE ON CITY UTILITIES**

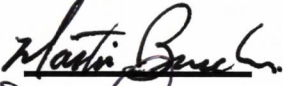


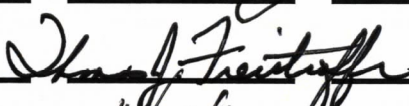

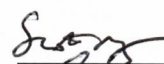
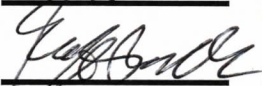

**April 9, 2024**

***Paul Ensley Chair***  
***Russ Jehl Co-Chair***  
***All Council Members***

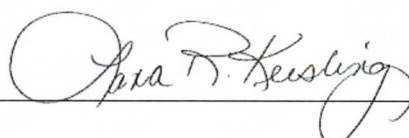
An Ordinance approving Professional Services Agreement – Three Rivers Filtration Plant SCADA Migration Project (Phase 2) – Resolution/Work Order #67290 – between Donohue & Associates, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$479,200.00

**COMMITTEE ON CITY UTILITIES 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>
<u>BENDER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			
<u>TUCKER</u>			

**LANA R. KEESLING**  
**CITY CLERK**



Public Hearing Date: N/A

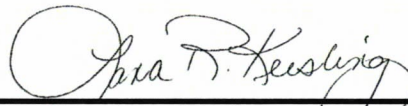
Read the first time in full and on motion by Councilperson Ensley.

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<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"/>
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"/>
HARTMAN	<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"/>
MYERS	<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: April 9, 2024



LANA R. KEESLING, CITY CLERK

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

Special Resolution No. S-24-03-22 on the 9th day of April, 2024

ATTEST:

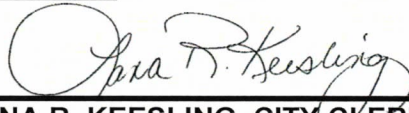


LANA R. KEESLING  
CITY CLERK



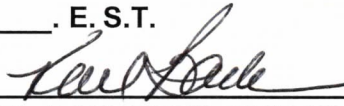
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of April 2024, at the hour of 9:20 o'clock A.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 10th day of April 2024, at the hour of 10:45 o'clock AM E. S.T.



KARL BANDEMER, MAYOR

