BILL NO. S-14-06-59

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICE AGREEMENT FOR DEVELOPMENT OF THE WATER POLLUTION CONTROL PLANT SCADA MASTER PLAN - W.O. #75964 between CDM SMITH INC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the PROFESSIONAL SERVICE AGREEMENT FOR DEVELOPMENT OF THE WATER POLLUTION CONTROL PLANT SCADA MASTER PLAN - W.O. #75964 by and between CDM SMITH INC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: professional engineering services for the SCADA Master Plan that will provide a comprehensive plan to establish standardization for the Water Pollution Control Plant. The plan will address SCADA as it relates to Programmable Logic Controllers, operator interfaces, network configuration, and telemetry. The plan will include a plant wide evaluation of the existing process controls and preparation of a proposed plan to integrate into one comprehensive and expandable system:

involving a total cost of ONE HUNDRED NINETY-THREE THOUSAND, SIX HUNDRED FIFTY-ONE AND 00/100 DOLLARS - ($193,651.00). A copy of said Contract is on file with the Office of the City Clerk and made available for

public inspection, according to law.

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

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

WPCP SCADA Master Plan ("PROJECT")

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

CDM Smith Inc.
125 S. Wacker Dr., Suite 600
Chicago, IL 60606

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: _____
Robert P. Kennedy, Chair

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Victoria Edwards, Clerk

DATE: June 11, 2014

APPROVED FOR ENGINEER

CDM Smith Inc.

BY: _____
Amrou Atassi, P.E., BCEE, Principal Engineer

DATE: 6/3/2014

PART I

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, and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The City of Fort Wayne Water Pollution Control Plant will be developing a SCADA Master Plan. The SCADA Master Plan will provide a comprehensive plan to establish standardization for the Fort Wayne Water Pollution Control Plant (WPCP) and for City Utilities. The plan will address SCADA as it relates to programmable logic controllers, operator interfaces, and network configuration. The plan is intended to include a plant wide evaluation of the existing process controls and preparation of a proposed plan to integrate into one comprehensive and expandable system.

C. SCOPE OF WORK

The objective of this Scope of Work is to detail the existing SCADA environment, develop alternatives to achieve the established system goals and overall SCADA vision, develop and implementation and recommendation plan for SCADA improvements, and deliver a final SCADA master plan incorporating feedback from the project workshops. The development of alternatives will focus on benchmarking the existing SCADA system against other municipalities, best practices in the industry, and CDM Smith's experience with other SCADA systems throughout the Midwest. The implementation plan will include specific recommended actions with budgetary cost estimates and schedule for the next 10 years. The Scope of Work anticipates 4 areas to developing the master plan;

1. Assess Current SCADA Environment
2. Development of Alternatives, Vision, and System Goals
3. Development of Recommended Actions and an Implementation Plan
4. Final SCADA Master Plan
5. Project Management

All deliverables will include eight (8) hard bound copies and one electronic copy in native file format (Microsoft Word 2010, Microsoft Excel 2010, AutoCAD 2013) and portable document format (PDF) for each element of each deliverable. All electronic copies must be enabled for editing and future maintenance by the Utility.

Task 1 - Assess Current SCADA Environment

1.1 Existing Documentation Review – The CDM Smith team will review information provided by Fort Wayne related to its existing SCADA system. Information to be reviewed will include:
- 1.1.1 Current SCADA Detail Report
- 1.1.2 Existing Operations and Maintenance Manuals including standard operating procedures (SOPs) and P&IDs.
- 1.1.3 Control system network, PLC, and HMI system configuration documentation

1.2 On-Site Inspections – The CDM Smith team will conduct four (4) days of on-site inspections to generate the following information:
- 1.2.1 Review existing PLC and OIT control system equipment, making specific notations of the environment, installation and the available space to allow "in kind" replacement and/or upgrade of equipment utilizing existing cabinetry, conduit approaches, and power supplies.
- 1.2.2 Physically inspect the condition of the existing SCADA network equipment, and document our review of the Ethernet network and inspection of the existing SCADA network equipment. Conduct one network traffic loading analysis for one PLC Ethernet connection.

1.2.3 Review the existing HMI control system equipment, making specific notations of challenges for future upgrades or additions due to physical arrangements. Inspect HMI system configuration, log files and built in system performance monitoring to assess the current operational health and loading of the HMI and Historian servers. Inspect I/O driver, HMI database and graphics to identify extent of custom scripting, ActiveX objects or other items that may present challenges with long term system upgrades.

1.2.4 Conduct on-site inspection of one representative lift station, one remote gate control, and one remote level/flow monitoring telemetry sites. The CDM Smith team will capture different hardware or general installation environments at the remote sites that may present challenges with future upgrades or need to be captured as key features for future sites.

1.3 SCADA User Interviews – The CDM Smith team will conduct three (3) days of interviews for representatives of each control system user group (including WPCP plant and collection system operations, maintenance, system engineering and modeling, IT support staff, and Fort Wayne administration) in order to gain an understanding of how Fort Wayne uses their current WPCP control system and additional needs these users may have. These interviews will review interaction between user and the HMI system including effectiveness of existing navigation, alarming, graphics, data reporting, and system support tools.

1.4 Current SCADA System Assessment Report – The CDM Smith team will develop a report to organize and summarize the following data:

1.4.1 Review of the existing SCADA system to identify limitations, concerns, scalability issues, staffing and organizational knowledge gaps in relation to the maintenance of the SCADA system.

1.4.2 User needs developed from staff interviews

1.4.3 System performance benchmark identification to highlight key features or functions the highlight the user needs, long term support or upgrade planning challenges.

1.5 Current SCADA System Assessment Workshop – CDM Smith will conduct a workshop to review the Current SCADA System Assessment report and gain consensus on the needs of the users for future improvements.

1.6 The following assumption regarding Task 1 activities has been assumed by CDM Smith:

1.6.1 The City will provide CDM Smith with a copy of the Current SCADA Detail Report prepared by others. This report will provide detailed PLC, OIT, networking hardware and computer hardware inventories that can be used to analyze lifecycles. Fort Wayne will be able to provide CDM Smith with full IP address list for control system devices.

1.6.2 The City will provide CDM Smith with assistance to conduct the four day on-site system assessment by aiding with equipment access, identification and other general questions and component inspection access. Fort Wayne will provide samples of any SCADA reports including data exchanged with enterprise databases and detail which data tags are being read by the enterprise systems.

1.6.3 The City will provide CDM Smith with a list of SCADA Users, along with availability for on-site interviews with the CDM Smith project team. CDM Smith will interview a maximum of twelve (12) SCADA Users during one site visit that will last no longer than three days.

1.6.4 Review of the HMI graphics will focus on limitations and issues operations staff currently have with the graphics. The review will not identify the functionality of process control strategies implemented through the HMI graphics.

1.7 The following deliverables will be developed and submitted by CDM Smith.

1.7.1 Current SCADA Environment Workshop Summary

1.7.2 Current SCADA System Assessment Report

Task 2 – Alternative Development, Vision, and System Goals

This task will evaluate the utility's goals and industry alternatives for the SCADA system. Examples of goals would include reliability, flexibility, expandability, security, and value (business case). Review of control system alternatives will include establishing common feature benchmarks used across the industry for PLC hardware, network communication, and HMI software. Short-term through long-term changes in industry hardware and software related to the needs and capabilities of the utility will be considered in establishing the feature benchmarks. The benchmarks established in the control system component feature review will be used to highlight how other

utilities CDM Smith performs control system services for are utilizing the capabilities and features of their control systems. The following subtasks are included to complete the work associated with this task:

2.1 PLC Feature and Performance Benchmarks – Identify features and performance metrics that are currently used by Fort Wayne with their PLC systems within the WWTP. Identify additional PLC system features that are available from Rockwell Automation that may provide functional benefits for Fort Wayne. Summarize these as PLC system feature and performance benchmarks along with identifying how the current hardware vendor platforms from Rockwell Automation can achieve these benchmarks.

2.2 OIT Feature and Performance Benchmarks – Identify features and performance metrics that are currently used by Fort Wayne with their OITs within the WWTP. Identify additional OIT features that are available from Rockwell Automation that may provide functional benefits for Fort Wayne. Summarize these as OIT feature and performance benchmarks along with identifying how the current OIT offerings from Rockwell Automation can achieve these benchmarks.

2.3 Ethernet Network Feature and Performance Benchmarks – Identify features and performance metrics that are currently used by Fort Wayne with their control system Ethernet network within the WWTP, collection system and enterprise interface. Identify additional Ethernet network system features that are available from Cisco that may provide functional benefits for Fort Wayne. Summarize these as Ethernet network system feature and performance benchmarks along with identifying how the current network hardware offerings from Cisco can achieve these benchmarks.

2.4 Microsoft Windows Infrastructure Feature and Performance Benchmarks – Identify features and performance metrics that are currently used by Fort Wayne with their control systems Windows infrastructure within the WWTP. Identify additional Windows infrastructure system features that are available that may provide functional benefits for Fort Wayne. Summarize these as Windows infrastructure system feature and performance benchmarks.

2.5 HMI Platform Feature and Performance Benchmarks – Identify features and performance metrics that are currently used by Fort Wayne with their HMI software platform within the WWTP. Identify additional HMI platform system features that are available that may provide functional benefits for Fort Wayne. Summarize these as HMI platform feature and performance benchmarks and summarize how the current vendor, GE, and two other HMI vendors achieve the benchmarks.

2.5.1 Evaluation of alternative software platforms and packages to replace the existing GE Proficy iFix / iHistorian software shall be limited to identification of features available and beneficial to Fort Wayne and the ramifications of switching from the existing HMI software including redevelopment of graphics, training requirements, capital costs for software.

2.6 Other Utility Benchmark Utilization – Peer comparison based on CDM Smith's experience and interactions with other clients and vendors, the CDM Smith team will assess how Fort Wayne uses their system against similar utilities and identify control system features other utilities may be using that are not in use by Fort Wayne currently but are desired or used by other utilities. These features and functionalities will be based on the benchmarks established for the control system components in the prior tasks.

2.7 Draft Alternative Development, Vision and System Goals Report – CDM Smith will organize the control system component feature and performance benchmarks into a report. Initial goals for the control system will be established to highlight how user and system needs established in Task 1 are addressed through feature and performance benchmarks established for the various system components in Task 2. Report will include initial control system vision statement.

2.8 Alternative Development, Vision and System Goals Workshop - CDM Smith will conduct a workshop to review the Alternative Development, Vision and System Goals Workshop report and gain consensus on the control system benchmarks and control system goal summary.

2.9 Peer Utility Visit – Arrange for Fort Wayne to visit one of the City of Columbus, Ohio WWTPs to highlight how control system benchmarks are being implemented and share common challenges to control system implementation, support, upgrades, system wide operations integrating the collection system and plant operations and external data sharing.

2.10 The following assumptions regarding Task 2 activities have been assumed by CDM Smith:

2.10.1 No alternatives vendors will be reviewed for PLC hardware or network switch hardware. The scope of services will be limited to identifying offerings and features available on Rockwell Automation products for the PLC and OIT hardware and Cisco products for the network switch hardware.

2.10.2 Alternatives to Windows Active Directory for authentication, user and computer policy, and IT system event logging will not be evaluated.

2.10.3 All Fort Wayne staff travel and incidental costs associated with the peer utility visit will be covered by Fort Wayne separately and not covered within the fees associated with this contract.

2.10.4 HMI platforms alternatives will be limited to Rockwell, Wonderware, and GE for competitive comparisons.

2.11 The following deliverables will be developed and submitted by CDM Smith.

2.11.1 Alternative Development, Vision, and System Goals Report

2.11.2 Alternative Development, Vision, and System goals Workshop Summary

2.11.3 Coordination with Peer Utility to arrange site visit for Fort Wayne staff

Task 3 - Recommended Actions and Implementation Plan

Recommended implementation plan will include specific actions based benchmarks performance and features identified in Task 2 and needs identified in Task 1. The recommended implementation plan will be categorized into short-term (2 years); mid-term (5 years); and long-term (10 years). Recommended actions will include specific product purchases, service agreements, system designs, policy/standards development, and resource/skill development necessary to reach the goals of the implementation plan. The description of each action item within the implementation plan will include:

- Statement of the action item's purpose,
- Task descriptions to accomplish the action item
- Interdependencies on other action items,
- Necessary resources (labor, materials, future O&M, etc.),
- Budgetary cost estimate (materials and labor)
- Duration (in months).
- Organization (skills and labor required to support SCADA environments)
- Replacement Cycle Plan (Workstations, Servers, Software, Hardware)

Subtasks to accomplish the Recommended Implementation Plan include:

3.1 Draft Recommended Implementation Plan - Development of the plan based on the criteria established in Task 1 and Task 2. Plan will be organized to identify specific projects or implementation steps as noted above to enable Fort Wayne to identify and organize capital and services to implement the plan.

3.2 Recommended Implementation Plan Workshop - CDM Smith will conduct a workshop to review the Recommended Implementation Plan report and gain consensus on the steps to maintain, upgrade and expand the control system in the near, medium and long term.

During recommended action development, the network infrastructure will require detailed planning and long-term needs understanding, while short-term improvements to the plant may require a phased approach. Recent expansion projects at WPCP have shown a need to have a network improvement and implementation plan for immediate and future SCADA upgrades. The Network Plan will be based on the tasks identified with the Recommended Implementation Plan and shall provide additional details specific to Ethernet network planning such as subnet arrangements, device IP addressing schemes, network routing and network traffic filtering for security. The Network Plan will establish these details to allow for the short term actions to build successfully into the long term network vision. To develop the network plan, the following subtasks will be performed:

3.3 Draft Network Action Plan – Development of the detailed network action plan based on the higher level items established in the Recommended Implementation Plan. The network action plan will detail important Ethernet network planning items such as subnet arrangements, IP addressing schemes, network routing and network traffic filtering for security.

3.4 Network Action Plan Workshop - CDM Smith will conduct a workshop to review the Network Action Plan report and gain consensus on the detailed network planning items.

The following assumptions and deliverables are associated with Task 3 activities.

3.5 The following assumptions regarding Task 3 activities have been made by CDM Smith:
- 3.5.1 Fort Wayne will provide details on the upcoming capital improvement projects to be included in the 10-year implementation plan.

3.6 The following deliverables will be developed and submitted by CDM Smith.
- 3.6.1 Draft Recommended Implementation Plan Report
- 3.6.2 Recommended Implementation Plan Workshop Summary
- 3.6.3 Draft Network Action Plan Report
- 3.6.4 Network Action Plan Workshop Summary

Task 4 - Deliver Final SCADA Master Plan

Following review and incorporation of the City's comments in all previous tasks, the final SCADA Master plan will consolidate all deliverables produced, and develop an executive summary of the action plan. The final WPCP SCADA Master Plan will include a summary description, a business case analysis, and an implementation time line for the 10 year implementation period. This consolidation of previous documents and executive summary will be provided as the Final SCADA Master Plan. Task 4 will have the following subtasks to accomplish this:

4.1 Final Recommended Implementation Plan - The CDM Smith team will develop an executive summary and incorporate previous comments into the Recommendation Plan. The summary will include a business case evaluation of the recommended system to support the 10 year implementation period.

4.2 Final Network Action Plan – The CDM Smith team will incorporate previous comments into the Network Action Plan

4.3 Final Review Workshop – The draft SCADA Master Plan will be presented at a final workshop and comments answered. Minor updates to the final reports will be performed for final project documents.

4.4 The following deliverables will be developed and submitted by CDM Smith.
- 4.4.1 Final SCADA Master Plan
- 4.4.2 Record SCADA Master Plan with Workshop Summary

Task 5 – Project Management

Throughout the duration of the project, CDM Smith will provide project management tasks to track scope, schedule, and budget for the project. The following sub-tasks

5.1 Monthly Progress Report – Attached to each monthly invoice will be a progress summary report to identify work completed during the invoice period, upcoming work activities during the next month, and any updates to the project schedule.

5.2 Project Scheduling / Coordination – The project manager will coordinate with Fort Wayne all site visits to the plant for project staff and scheduling of all project workshops, phone conferences, and coordination meetings.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by **July 7th, 2014** and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE	DATE
Task 1 – Submit Current SCADA System Assessment Report	August 22, 2014
Task 2 – Submit Alternative Development, Vision, and System Goals Report	November 10, 2014
Task 3 – Submit Recommended Implementation Plan Report	December 19, 2014
Task 3 – Submit Network Action Plan Report	January 23, 2015
Task 4 – Submit Final SCADA Master Plan Report	March 20, 2015
Task 4 – Submit Record SCADA Master Plan Report	April 17, 2015

E. OPTIONAL ADDITIONAL SERVICES

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

NO OPTIONAL SERVICES INCLUDED

F. CONTINGENCY ALLOWANCE TASKS:

Contingency items are authorized by the City and shall have prior approval of fees prior to commencement. Contingency tasks may include (but not specifically limited to) the following services:

NO CONTINGENCY ALLOWNANCE TASKS INCLUDED

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

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.

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 Jon Weirick.

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.

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 **$ 193,651** 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. All Reimbursable costs incurred for the project will be invoiced at cost.

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.

   b. City shall pay Engineer within 30 days of receipt of approved invoice.

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, except for worker's compensation insurance, and a Certificate Holder, and the Engineer provide 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.

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 reasonable 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

Detail Current SCADA Environment – (Tasks 1) For Services outlined in Tasks 1 a not to exceed fee of:	**$63,863**
Alternative Development, Vision, and System Goals – (Tasks 2) For Services outlined in Tasks 2 a not to exceed fee of:	**$53,329**
Recommended Actions and Implementation Plan - (Task 3) For Services outlined in Task 3 a not to exceed fee of:	**$37,446**
Final SCADA Master Plan - (Task 4) For Services outlined in Task 4 a not to exceed fee of:	**$31,953**
Project Management - (Task 5) For Services outlined in Task 5 a not to exceed fee of:	**$7,060**
Optional Services - As authorized by PM For Services outlined in Optional Service a not to exceed fee of:	**$0**
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:	**$0**
TOTAL NOT TO EXCEED FEE:	**$193,651**

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

EMPLOYEE/SERVICE DESCRIPTION	RATE
Ed Heyob / Project Manager	$177
Mike Watkins / Project Engineer	$146
John Miller / Applications Engineer (PLC)	$97
Katherine Kudela / Applications Engineer (HMI)	$121
Lynne Hughes / Production and Drafting	$87
J&K Communications / Radio and Telemetry Communication	$155
ENS Group / IT Consulting	$155
Andy Miller / Process Specialist	$217
Don Weston / Automation Engineer, Technical Review	$193
Josh Gelman / Automation Engineer, Technical Review	$186
Dave Adams / Automation Engineer, Technical Review	$162

CITY OF FORT WAYNE, INDIANA

CDM Smith

VENDOR NAME

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTERESTS;**
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 $25,000 or more. Vendors shall disclose the 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 of an award of contract by the City. This Disclosure Statement must be completed and submitted together with 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 Section 1 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 3) (__X__)

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 dollar value and percentage of ownership interest in Vendor (or its parent): dollar value: $_____ ownership interest:_____%

Section 2. Disclosure of Potential Conflicts of Interest

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. _____

b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes _____ No. _____

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

d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes _____ No _____

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

c. 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 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;

e. Vendor has read, understands and shall comply with the applicable requirements of the City of Fort Wayne, Indiana Ethics Ordinance; and

f. 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.

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

CDM Smith
(Name of Vendor)

429 North Pennsylvania St., Ste.409, Indpls, 46204
Address
(317) 829-9600
Telephone
MillerKA@cdmsmith.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) **Keith A. Miller, P.E., BCEE** Title **Principal**

Signature _____ Date **6/11/2014**

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

City Utilities Engineering

Interoffice Memo

Date: **06/18/2014**

To: Common Council Members

From: Jon Weirick, Program Manager, City Utilities Engineering

RE: Professional Service Agreement for development of the Water Pollution Control Plant SCADA Master Plan W.O. #75964

Council District: City Wide

Project Description:
"Water Pollution Control Plant SCADA Master Plan" includes the following: The SCADA Master Plan will provide a comprehensive plan to establish standardization for the Water Pollution Control Plant. The plan will address SCADA as it relates to Programmable Logic Controllers, operator interfaces, network configuration, and telemetry. The plan will include a plant wide evaluation of the existing process controls and preparation of a proposed plan to integrate into one comprehensive and expandable system.

Implications of not being approved:
The current SCADA (Supervisory Control and Data Acquisition) system at the Water Pollution Control Plant was installed in year 2000 for internal plant process control. The system incorporated the automated plant processes and device technologies at that time. The current SCADA system has expanded including additional automated processes, data collection, and remote stations nearing the installed capacity. The SCADA Master Plan will review the current conditions, investigate alternatives, and plan for future plant, technology, and system growth. Without approval the current system will be unable to support future plant expansion and improvements.

Selection and Approval Process:
CDM Smith was selected through the Competitive Sealed Proposal process based on their prior work experiences, qualifications, proposed scope of work and cost. The RFQ was distributed to over 100 engineering firms; 5 teams submitted qualifications, 3 teams were shortlisted and invited to provide proposals and to interview. Best and Final proposals were received on April 25, 2014. The selected team is comprised of local and regional firms.

The Professional Service Agreement for work order # **75964** to CDM Smith for $193,651.00 was approved by the Board of Public Works on June 11th, 2014.

The cost of said project is funded by the Sewer Revenue Bond.

Council Introduction Date: 6/24/2014

CC: BOW
Matthew Wirtz
Diane Brown