

1 **BILL NO. S-20-01-17**

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving PROFESSIONAL
4 ENGINEERING SERVICES - SCADA SYSTEM
5 MIGRATION - RESOLUTION/WORK ORDER #92110
6 - \$412,306.52 between ERAMOSA INTERNATIONAL,
INC. and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works.

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

9 **SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES
10 - SCADA SYSTEM MIGRATION - RESOLUTION/WORK ORDER #92110 by and
11 between ERAMOSA INTERNATIONAL, INC. and the City of Fort Wayne, Indiana,
12 in connection with the Board of Public Works, is hereby ratified, and affirmed and
13 approved in all respects, respectfully for:

14
15 All labor, insurance, material, equipment, tools, power,
16 transportation, miscellaneous equipment, etc., necessary for
17 Professional Engineering Services will include planning, design,
18 programming, data visualization, developing SCADA
improvements, training City Utilities Staff, technical support, and
other customary services incidental thereto;

19 involving a total cost of FOUR HUNDRED TWELVE THOUSAND THREE
20 HUNDRED SIX AND 52.100 DOLLARS - (\$412,306.52). A copy of said Contract
21 is on file with the Office of the City Clerk and made available for public inspection,
22 according to law.
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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

CU 12.17.19

PROFESSIONAL SERVICES AGREEMENT

SCADA MIGRATION

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

Bramosa International Inc.
400 Renaissance Center, Suite 2600
Detroit, MI
48243

Who agree as follows:

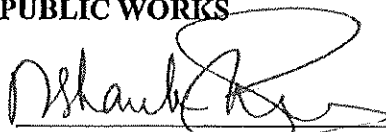
City hereby engages Engineer to perform the services set forth in Part I - Services ("Services") and Engineer agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement 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

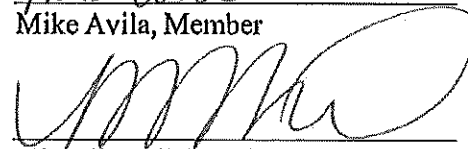
BY:


Kumar Menon, Member

BY:


Mike Avila, Member

ATTEST:

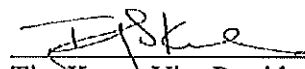

Michelle Fulk-Vondran, Clerk

DATE:

12.17.19

APPROVED FOR ENGINEER

BY:


Tim Kruse, Vice President

DATE:

December 12, 2019

PART 1

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

City Utilities Engineering (CUE) requires Eramosa International to develop a SCADA migration plan for the Fort Wayne Water Pollution Control Plant (WPCP) and Three Rivers Filtration Plant (TRFP). The Ignition SCADA platform will be utilized as the target system for the migration project.

For this Project, Engineer will provide design, architecture, and configuration services to the City of Fort Wayne. All other material shall be supplied by others.

C. SCOPE OF WORK

Migration of the Utility's SCADA systems requires detailed planning and execution. The following provides a plan for the migration:

- Goals and Scope Definition
- Assessment of existing system
- Design/Specification Phase
- Development Plan Phase
- Validation Scenario Plan Development
- Rollout Plan Development
- Training Plan Development
- Cutover Plan Development
- Overall Project Management

1. Define Goals/Project Scope

The project scope is to include a migration plan of both SCADA systems at both treatment facilities. Each SCADA system will be upgraded with a similar process, and standards will apply to both plants, so portions of the migration may be generalized in the migration plan, but due to differences in plant processes, facilities, etc., details concerning each facility must be present in the migration plan. At both facilities, the goal is to stand up the new SCADA platform beside the existing platform, this provides for the least amount of risk as the existing system is completely available until decommissioned, and the new system can thoughtfully and systematically evolve into the primary system according to a pre-determined schedule.

SCADA migration plan design goals listed below:

- Both System (control) and data integrity of the SCADA system must be maintained during many types of outages and failures. The outages and failures include those listed below:
 - Server or operator workstation hardware failure
 - Server or operator workstation software failure or crash
 - Wireless communication outages/failures
- During the above outages and failures, the SCADA system must maintain control and data integrity and data loss is unacceptable. Redundant SCADA servers are a means to protect against control failure and data loss. Servers may be virtualized. Store-and-forward implementations are utilized at edge/remote sites to prevent data loss from wired or wireless communication outages or failures.
- The SCADA system must be scalable in that adding or replacing operator workstations requires minimal set up and maintenance. Operator workstations may be thin clients with or without local operating systems.
- It is desired to have read-only SCADA screens available through the DMZ by a mirrored technology in the

new system

- In cases where PLC program/AOI changes are required/recommended on the new system, a plan must be developed for side-by-side systems
- Current Historian data migration to SQL database for Ignition integration
- Alarm notifications via email and SMS must be outlined via DMZ integration
- Integration of external data sources such as LIMS and wet weather data via DMZ is desired.
- Startup and Shutdown cases must be covered denoting any special conditions
- Revision control will be utilized during the development of the new SCADA system.

2. Technical Assessment of Current Systems

Assessing the current SCADA systems and process networks is required to plan for the SCADA migration. Unit and unit sub processes must be cataloged, alarms identified, and current historian and data storage/retrieval functionality assessed. PLC programs and data flows must also be analyzed for any messaging and/or communication that may be specific to the existing SCADA system.

3. Design/Specification Phase

The Migration Plan must contain design and specification sections for the SCADA system migration. The following items must be addressed.

A. Standards

The Migration Plan must contain recommended standards. Standards include PLC related tag naming conventions, alarming, standardization of PLC/SCADA tags, AOIs, and UDTs. SCADA centric standards/templates for graphical components for equipment (motors, pumps, etc.), pop-ups, color schemes, and alarming must be included. Also to be included are architecture standards relating to database connection and configuration, operating systems, virtualization, and networking. Industry best practices such as High Performance Graphics (ISA101) are also to be incorporated into standards and overall design. Naming schemes for operator terminals, OITs, and HMIs must also be included. A standards recommendation document is the expected deliverable.

B. Design

Overall system design will be included in the migration plan. This includes system architecture (network/hardware/software), data flow, connection technology and protocols. Navigation/Layout, screens, pop-ups, alarms, and process related specifics are components of design. Templated controls will be designed and utilized wherever possible. The relationship of data and resources from the existing SCADA system and Historian must also be taken into account for seamless data integration and availability in the new system. Process by process area design considerations must be included in the design. Complete design documentation is the expected deliverable.

C. Hardware/Software Specifications

Specifications and bills of materials will be required for the SCADA migration for all hardware and software components. New hardware is required for SCADA servers and all operator workstations as the new system will be developed side-by-side with the existing system and the existing SCADA and Historian servers are reaching end of useful life. Servers may be virtualized and operator workstations may be thin clients with or without local operating systems. The exception being subsystems that require a local HMI/OIT near the control system, these systems may be in-plant or at remote sites. For these cases, Store-And-Forward must be fully supported to ensure no data is lost during communication outages. Server operating systems, software, licensing, and maintenance fees, required database installations, etc., must be included in the software BOM. Across-the-plant PLC hardware upgrades may not be required by the SCADA system migration, although some older PLCs may benefit from upgrades prior to the SCADA system upgrade. Any required PLC upgrades (hardware/software/firmware) will be noted during the scoping phase of the project. A BOM is the expected deliverable.

D. Operations/Maintenance Input

Planning and time estimates must be included to interface with operations and maintenance teams for the technical assessment, new system design, and development phases. Input from these groups via meetings/workshops will be documented and incorporated into design and specifications where possible. High performance graphics educational workshops will also be held for City Utilities staff.

E. Development/Staging

A development/staging system will be created for initial development and testing of standardized routines, faceplates, and screen/display templates. The system will ensure newly developed core modules are tested for proof of concept.

4. SCADA System Development Plan

Development components of the SCADA migration plan including project management, installation, configuration, development, testing, training of the new system and decommissioning of the old system all require labor and must be estimated and documented as a deliverable. Specifications and design documentation are utilized to drive the development of the new system. Development will be broken into clearly defined work units (grouping by process area or other meaningful criteria) and utilizing City personnel and multiple external resource teams, the workload will be processed according to a schedule. As work units are completed for individual processes, localized testing will be performed to ensure correct programming and system behavior. A development plan is the expected deliverable.

5. Validation Plan

Validation scenarios for the new SCADA system will be created grouped by process area or other meaningful criteria. After SCADA system development is completed, the validation scenarios developed will be applied to the new system. QA/QC will be formalized and the responsibility for the project will be distributed between the development team. Software corrections/fixes may be required to successfully complete validation. An iterative process may be employed to complete validation. A validation plan is the expected deliverable.

6. Rollout Plan

The Rollout Plan involves ensuring server installations contain all required components, all operator workstations are commissioned and installed, all required screens and components have been completed, and the system is fully operational. As validation completes successfully, the Rollout Plan will be applied. A rollout plan is the expected deliverable.

7. Operability and Training Plan

Training material and sessions will be developed to aid operations personnel during the transition to the new SCADA system. Operations management and maintenance teams will be involved in the process of creating training scenarios and material. An operability and training plan is the expected deliverable.

8. Cutover Plan

The Cutover Plan has many factors, operations schedule (working closely with operations to find a suitable time for cutover), contingency plans, and completed operations training. A cutover plan is the expected deliverable.

9. System Configuration and Commissioning

System configuration and commissioning includes installation of hardware and software systems required for new SCADA system and software (hardware and software to be purchased by owner). Current historian data will be transferred to the new SCADA system to provide seamless access historical data. An operational pilot SCADA system of a sub-process at each plant will be developed, tested, and delivered. Functional pilots at each plant utilizing new hardware, software, graphics, and transferred historical data is the expected deliverable.

10. Overall Project Management

Using project plans, deliverables, and documents, a master project schedule will be created. The project schedule will contain a timeline for the entire migration plan, including milestones and all major level components. The schedule is to be tracked over the lifecycle of the migration plan including regular status update meetings/calls

rolling up the complete status of the design, development teams, and budgets. Mitigation is to be discussed and strategies developed for any schedule slippage that may occur.

Engineer tasks must be authorized by City Project Manager. Upon request, Engineer will provide the City with an e-mail to the project manager including the following: work to be performed, estimate of the hours for each task, and estimated start and completion date. Engineer will notify the City if project scope changes require modifications to the estimated task value.

D. PROJECT TIMING AND SCHEDULE

Engineer shall be authorized to commence providing services upon execution of this agreement. Delivery of technical services for design and programming will continue until the end of 2021.

The following tasks to be performed in the timeline below:

<u>TASK</u>	<u>DAYS FROM NOTICE TO PROCEED</u>
Define Goals/Project Scope	60
Technical Assessment of Current Systems	140
Design/Specification Phase	220
SCADA System Development Plan	220
Validation Plan	220
Rollout Plan	220
Operability and Training Plan	250
Cutover Plan	220
System Configuration and Commissioning	300

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/NETWORK DESIGN/EXISTING PROGRAMS

Make available to Engineer reports, studies, network topology and similar information relating to the Services that Engineer may rely upon without independent verification unless specifically identified as requiring such verification. The City will provide a package for each treatment plant containing the following items to the Engineer:

1. SCADA system screens including screen flow/sequence and tags utilized
2. SCADA system alarms and cause conditions
3. Unit and sub processes
4. PLC catalog and messaging flow diagrams
5. PLC AOIs and UDTs in use
6. SCADA system architecture – servers, historians, operator workstations
7. Historian tag count
8. Network diagrams and IP Addressing
9. P&ID diagrams

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 Mark Baumgartner.

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 these services set forth in accordance Part I – Scope of Work shall be on a time and expense, not-to-exceed basis in accordance with Engineer's general billing rates (attached) in effect at the time the services are performed.

The costs are as follows:

1. Define Goals/Project Scope	\$19,320.00
2. Technical Assessment of Current Systems	\$70,000.00
3. Design/Specification Phase	\$115,625.00
4. SCADA System Development Plan	\$10,640.00
5. Validation Plan	\$8,020.00
6. Rollout Plan	\$7,155.00
7. Operability and Training Plan	\$11,710.00
8. Cutover Plan	\$11,200.00
9. System Configuration and Commissioning	\$74,210.00
10. Overall Project Management	<u>\$84,426.52</u>

Total Task 1 – SCADA Migration Plan
Shall not exceed

\$ 412,306.52

B. BILLING AND PAYMENT

1. Timing/Format

- a. Engineer shall invoice City based on progress 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. Invoices shall include the employee name, title, and the task of all staff billing to project. Invoices must also include the following information in the format below:

- a. Work Performed
- b. Work Planned
- c. Action Items
- d. Issues

- 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 alteration 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.

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

EMPLOYEE HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE</u>
Project Manager	\$175/Hour
Assistant Project Manager	\$140/Hour
Donohue Project Lead	\$175/Hour
SCADA Lead	\$130/Hour
SCADA Integrator	\$115/Hour
SCADA Integrator	\$115/Hour
IT Support	\$115/Hour

CITY OF FORT WAYNE, INDIANA

Eramosa International, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

Response: There is no past or present ownership by any Fort Wayne employees or government officials in Eramosa International Inc.

- 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): N/A

(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: N/A

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: N/A

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 X

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

Including contractual employment for services in the previous 3 years:

Yes _____ No X

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

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

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

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.). No.

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.

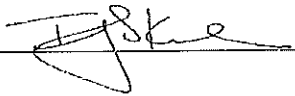
The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Eramosa International Inc.
(Name of Vendor)

400 Renaissance Center, Suite 2600, Detroit, MI 48243
Address
(313)556-2840
Telephone
tim.kruse@eramosa.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) Tim Kruse Title Vice President

Signature  Date December 11, 2019

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: December 18, 2019
To: Common Council Members
From: Mark Baumgartner, City Utilities Engineering
RE: SCADA System Migration
Res. # 92110, W.O. # 92110

Council District # N/A – Water Pollution Control Plant and Three Rivers Filtration Plant

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 planning, design, programming, data visualization, developing SCADA improvements, training City Utilities Staff, technical support, and other customary services incidental thereto. The project will improve usability of SCADA systems at WPCP and TRFP for City Utilities staff by providing new technology and process control visualization to operations and engineering staff, enabling data-driven decisions and planning for maintenance operations, treatment operations, and distribution system.

Implications of not being approved: This project will provide a new SCADA system within the WPCP and TRFP plants. These upgrades are required to replace end-of-life equipment, provide new technology and process control visualizations for existing treatment processes.

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

Selection and Approval Process:

The consultant was selected through the Competitive Sealed Proposal (CSP) process. The RFQ announcement was sent to over 100 firms and posted on the City website, and 2 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. Two firms were shortlisted, 1 firm submitted Competitive Sealed Proposals and 1 firm submitted budgetary hours for the project, however, did not provide an official proposal. A scoring matrix was used to score the firm based on responses to the RFQ and RFP. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Eramosa International Inc for this project and finds their scope and fee to be appropriate for this project. The Board of Public Works approved the contract on December 17, 2019.

The cost of said project funded by Revenue

Council Introduction Date: January 14, 2020

CC: BOW
Matthew Wirtz
Diane Brown

Chrono
File