

BILL NO. S-22-02-11

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – SCADA MIGRATION – WORK PACKAGE NO. 1 - RESOLUTION/WORK ORDER #92110 - \$223,805.00 (funded by Revenue) between FLEXWARE INNOVATION 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 SERVICES AGREEMENT – SCADA MIGRATION – WORK PACKAGE NO. 1 - RESOLUTION/WORK ORDER #92110 - \$223,805.00 (funded by Revenue) between FLEXWARE INNOVATION 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 WILL INCLUDE SERVING AS CITY'S PROFESSIONAL REPRESENTATIVE FOR THE PROJECT, PROVIDING PROFESSIONAL ENGINEERING CONSULTATION AND ADVICE, AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO. SCADA MIGRATION - WORK PACKAGE NO. 1 COMPLETES WORK AT BOTH THE WATER POLLUTION CONTROL PLANT AND THE THREE RIVERS FILTRATION PLANT. THE WORK INCLUDED IN THIS AGREEMENT INCLUDES THE DEVELOPMENT OF HMI TEMPLATES AND STANDARD, UPDATING OF SCADA STANDARDS, AND MIGRATION OF THE AERATION BASIN PLCs TO THE NEW IGNITION PLATFORM AT THE WATER POLLUTION CONTROL PLANT;

involving a total cost of TWO HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED FIVE AND 00/100 DOLLARS - (\$223,805.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

7 APPROVED AS TO FORM AND LEGALITY
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10 _____
11 Carol Helton, City Attorney
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CU 2.1.2022

PROFESSIONAL SERVICES AGREEMENT

SCADA Migration – Work Package No.1

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

Flexware Innovation (ENGINEER)
12 Municipal Drive
Fishers, IN 46038

Who agree as follows:

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

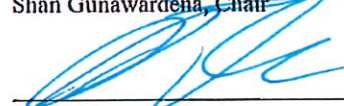
APPROVALS

APPROVED FOR CITY

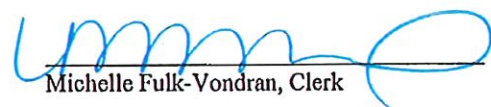
BOARD OF PUBLIC WORKS

DATE: 2.1.2022

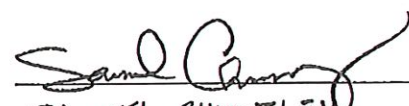
BY: 
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

APPROVED FOR ENGINEER

BY: 
SAMUEL CHUMBLEY

DATE: 1/27/2022

PART I

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

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

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

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

Table. 1 TRFP Work Package No. 1 Integration Summary

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

Table. 2 WPCP Work Package No. 1 Integration Summary

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

C. SCOPE OF WORK

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

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

Task 2 – Develop SCADA Standards for Work Package No. 1 Integration. Work includes updating Ignition HMI and updating Draft SCADA Standards documents. Note that completing updates to Ignition HMI and Work Package No. 1 SCADA standards are a prerequisite for Work Package No. 1 Ignition HMI integration and cutover.

- 2.1 Provide plan and schedule for developing Work Package No. 1 SCADA Standards and configuring Ignition Perspective. Use Draft SCADA standards and current Ignition integration as the foundation for developing the Work Package No. 1 SCADA Standards.
- 2.2 Lead weekly technical workshops with the City to review and update the draft SCADA standards and Ignition HMI integration for a period of 8 weeks.
- 2.3 In preparation for TRFP and WPCP Work Package No. 1 integration, integrate Work Package No. 1 requirements, templates and City wish list(s) items into TRFP and WPCP Ignition HMI including but not limited to:
 - a. Execute Ignition development list included as an attachment to the Draft SCADA Standards (Attachment B)
 - b. Develop/update Ignition UDT templates
 - c. Develop and execute Ignition development based on requirements in Draft SCADA Standards and concept lists.
 - d. Develop/update Ignition UDTs and templates
 - e. Develop/update Ignition Perspective backbone/folder/infrastructure
 - f. Develop/update configuration tools
 - g. Develop/update style guide elements
 - h. Develop/update future elements including alarming, events, notifications
 - i. Provide iterative updates into Ignition HMI and review with the City as part of the weekly technical workshops. The workshops shall track and review updates to Ignition HMI using the Ignition development list as a means for reviewing and checking off completion of templates and other items as

part of the worksheet. The worksheet shall track the history of updates as well as provide a means to add items and elements to the list for completion.

- j. Scope of work does not include any modifications to PLC programs or AOIs.

See attached document Ignition Development Planning spreadsheet for details on objects and faceplates to be developed.

- a. See 'YES' in Column F in Ignition Development Planning spreadsheet
- b. Optional items are indicated in Column G in Ignition Development Planning spreadsheet

- 2.4 In preparation for TRFP and WPCP Work Package No. 1 integration, develop the Work Package No. 1 SCADA Standards document including but not limited to:

- a. Use Draft SCADA Standards Document as foundational elements for the Work Package No. 1 SCADA Standards Document.
- b. Incorporate iterative updates into Work Package No. 1 SCADA Standards and review with the City as part of the weekly technical workshops. The workshops shall track and review updates to the standards document and provide a means for reviewing and checking off completion of templates and other items as part of a worksheet. The worksheet shall track the history of updates as well as provide a means to add items and elements to the list for completion.
- c. Provide a Draft Work Package No. 1 SCADA Standards document for review by the City
- d. Incorporate City review comments into a Final Work Package No. 1 SCADA Standards document
- e. Provide Final Work Package No. 1 SCADA Standards document to City. Completion of Final Work Package No. 1 SCADA Standards document is necessary prior to beginning any TRFP or WPCP cutover work.

See attached document Ignition Development Planning spreadsheet for details on objects and faceplates to be developed.

- a. See 'YES' in Column F in Ignition Development Planning spreadsheet

- 2.5 Update Ignition HMI and Develop Final SCADA Standards Document for Integrating Ignition HMI into future work packages following integration of TRFP and WPCP Work Package No. 1:

- a. Lead two technical workshops with the City.
- b. During TRFP and WPCP Work Package No. 1 Integration: Coordinate updates to Ignition HMI based on items identified during the work package integration. Track updates as part of monthly progress meetings. Integrate final updates into both TRFP and WPCP Ignition HMI.
- c. Update the Work Package No. 1 SCADA Standards to Final SCADA Standards based on updates identified as part of TRFP and WPCP Work Package No. 1 integrations.

Item 2.5 includes eight (8) hours for technical sessions and 40 hours for updating Standards Documents. Any effort beyond these 48 hours will require a Change Order. This effort is intended for clean-up of standards document post Task 3 and Task 4 execution and not intended as complete rewrite for deployed work in Task 3 and Task 4 that may have deviated from documented standards.

- 2.6 Scope of work includes two (2) trips of three (3) days each for request on-site visits.

Task 3 – WPCP Work Package No. 1 Integration in Accordance with Work Package No. 1 SCADA Standards and SCADA Migration Development Plan

- 3.1 Develop and submit HMI screen submissions and PLC and HMI tagging modifications. Provide tagging updates for all tags that touch the SCADA system in accordance with the DRAFT SCADA Standards (note that the City does not anticipate updates to the tagging standards as part of the standards review process). Submissions shall be submitted to PMIS and reviewed/validated by Owner or their representative. Develop and Integrator shall plan for 2-weeks for City to review and comment on submissions.
- 3.2 Prepare and submit Validation Plan requirements in accordance with Section 5.0 of SCADA Migration Development Plan including but not limited to:

- a. Compare existing PLC program against edited version with PLC updates for tagging and add-on instruction (AOI) modifications as part of pre-submission QA/QC
 - b. Prepare Factory Acceptance Test (FAT) Plan for Rollout and Cutover
 - c. Prepare Site Acceptance Test (SAT) Plan for Rollout and Cutover
 - d. Prepare Training Plan
 - e. Prepare Submittal Plan.
- 3.3 Confirm/Update PLC firmware, minimum version 30 based on work package requirements.
- a. Scope of work includes flashing only three controllers:
 - o 0550-PLC-1
 - o 0560-PLC-1
 - o 0430-PLC-1
- 3.4 Execute rollout requirements in accordance with Section 6.0 of SCADA Migration Development Plan including but not limited to:
- a. Complete FAT testing associated with the PLC program modifications and modifications to iFIX HMI
 - b. Complete updates to PLC and iFIX HMI
 - c. Complete SAT testing to ensure functionality of system.
 - o Engineer is NOT responsible for PLC code modifications to occur online. It is assumed that City of Fort Wayne will allow time for PLC code download of the necessary updates.
 - o Engineer is NOT responsible for process related functional PLC code changes. It is our understanding that the AOI's will be implemented by mapping currently used Inputs and Outputs.
- 3.5 Execute cutover requirements in accordance with Section 7.0 of SCADA Migration Development Plan including but not limited to:
- a. Complete FAT testing associated with the PLC program modifications and modifications to Ignition Perspective HMI
 - b. Complete cutover to Ignition Perspective HMI
 - c. Complete SAT testing.
- 3.6 Execute training and operability requirements (Section 8.0 and Section 9.0 of SCADA Migration Development Plan).
- o Engineer is NOT responsible for historian tag migration in the pilot sub processes from GE Proficy Historian to Ignition Historian.
 - o Engineer is NOT responsible for building any reports.

D. SCHEDULE

The project shall be completed based on the schedule below. This schedule is based on receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule)

<u>SCHEDULE</u>		<u>WEEKS FROM NOTICE TO PROCEED</u>	<u>NOTES</u>
Task 2	Draft Work Package No. 1 SCADA Standards	7	----
	Final Work Package No. 1 SCADA Standards (Coordinated with working updates to Ignition HMI)	9	Prerequisite for Completing Task 3 and 4 Ignition HMI cutover and training
Task 3	Rollout	12	----
	Cutover and Training	16	----

E. 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 additional meetings as needed to review and discuss the project.
- Perform site visits to assist Program Manager in resolution of design or construction problems.
- Additional tasks as directed by Owner

F. PROJECT PERSONNEL

Engineer can provide project team members in the following roles:

Project Manager (PM) – Reese Tyson - Typical role on project:

- Own the successful initiation, planning, design, execution, monitoring, and closure of the project.
- Play a key role in transition change management through systematic planning, organizing and implementation of change, reaching the desired future state.

Systems / Ignition Engineer – TJ Holt - Typical role on project:

- Develop Ignition Faceplate and UDT SCADA Standards for Work Package No. 1.
- Update draft SCADA standards documents in preparation for Work Package No1.

Systems Engineer (Nick Miller) – Typical role on project:

- Gather requirements, develop HMI screens and graphics for Work Package No. 1 while adhering to standards, integrate solution with existing systems, and support automation efforts as needed.
- Implementation Oversight, Testing and FAT, User Training, and System Documentation.

Senior Automation Engineer – Jen Couner - Typical role on project:

- Gather requirements, program necessary PLC modification to adhere to standards, integrate solution with existing systems, and support Ignition efforts as needed.
- Implementation Oversight, Testing and FAT, User Training, and System Documentation.

PART II

CITY'S RESPONSIBILITIES

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

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

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

Provide System Integrator with existing SCADA standards and migration plans.

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

B. REPRESENTATIVE

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

C. DECISIONS

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

D. PROPERTY OWNER NOTIFICATION

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

F. COMMERCIAL ASSUMPTIONS

- The City of Fort Wayne will provide any onsite (Water Pollution Control plant or Three Rivers Filtration Plant) hardware and software required for solution development, testing, and deployment if needed.
- Work will be performed remotely, at The City of Fort Wayne's site, or from Engineer offices.
- The City of Fort Wayne will appoint one point-of-contact to set clear expectations for Engineer resource(s) and provide regular feedback concerning project milestones and their performance.
 - SAT will require onsite testing in order to validate iFix/Ignition continuity. Engineer has accounted up to 64 hours onsite to execute SAT after remote offsite testing is complete.

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 \$ 223,805 as summarized in attached Attachment 1.

Engineer's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 2 – Hourly Rate Schedule.

Engineer will be reimbursed for travel related expenses, overnight stays, and other expenses per the table below. Per Diem reimbursement is only applicable for individuals traveling 50 miles or more to or from Fort Wayne. Overnight stay is not expected for an individual who is within a 100 mile range, unless expected for multiple days. Travel days are only applicable to individuals traveling 100 miles or more to or from Fort Wayne. Incidental expenses such as postage and prints or other items not specifically identified below are not reimbursable.

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

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

B. BILLING AND PAYMENT

1. Timing/Format

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

2. Billing Records

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

PART IV STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or 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.

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 terms, 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

**Develop SCADA Standards for Work Package No. 1 and Final
SCADA Standards -- (Task 2)**

For Services outlined in Tasks 2 a not to exceed fee of: **\$141,520**

WPCP Work Package No. 1 Integration -- (Task 3)

For Services outlined in Tasks 3 a not to exceed fee of: **\$82,285**

Contingency Allowance - As authorized by PM

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

TOTAL NOT TO EXCEED FEE: \$223,805

ATTACHMENT #2
EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Project Manager	\$150.00 / hr
Senior Systems Engineer	\$145.00 / hr
Systems Engineer	\$140.00 / hr
Senior Automation Engineer	\$140.00 / hr

CITY OF FORT WAYNE, INDIANAFlexware Innovation, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒ (X)

(ii) Distributable income share exceeding 5% ☐ ()

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

Name: See attachment for equity ownership Name: _____

Address: 12 Municipal Dr. Suite 200, Fishers IN 46038 Address: _____

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

sole proprietorship ☐ () stock ☒ (X)
 partnership interest ☐ () units (LLC) ☐ ()
 other (explain) _____

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

Name: See attachment for equity ownership _____ %

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 x _____ No _____

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

We are currently under contract for a Wet Weather SCADA application with the Board of Public Works.

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

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

We have submitted proposals for the Water Tank PLC upgrade and the Three Rivers PLC Upgrade projects to the Board of Public Works.

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

elements as the offense of bid-rigging or bid-rotating

- 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

Flexware Innovation, Inc.
(Name of Vendor)

12 Municipal Dr. Suit 200, Fishers IN 46038

Address

817 813-5400

Telephone

business.manager@flexwareinnovation.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) Greg Stevens

Title VP of Operations

Signature *Greg Stevens*

Date 1/27/2022

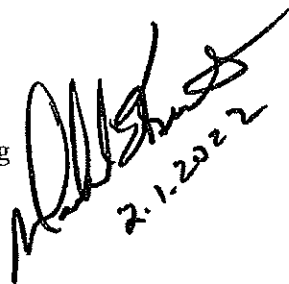
NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Flexware Innovation, Inc. Stock Register

Shareholder	Equity Ownership
Scott Whitlock	65.90%
Jason Toschlog	11.40%
Jason Strawhacker	8.00%
Kevin Wilson	8.00%
Greg Stevens	4.50%
Jeff Etchison	2.30%

Interoffice Memo

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


2.1.2022

Council District # N/A – At Plants

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's professional representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. SCADA Migration – Work Package No.1 completes work at both the Water Pollution Control Plant and the Three Rivers Filtration Plant. The work included in this agreement includes the development of HMI templates and standard, Updating of SCADA standards, and migration of the Aeration Basin PLCs to the new Ignition platform at the Water Pollution Control Plant.

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

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

Selection and Approval Process:

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

The cost of said project funded by Revenue

Council Introduction Date: 2/8/2022

CC: BOW
Matthew Wirtz
Jill Helfrich

Construction Manager
Chrono
File