

1 **BILL NO. S-25-09-01**

2 SPECIAL ORDINANCE NO. S-_____

3
4 **AN ORDINANCE** approving PROFESSIONAL
5 SERVICES AGREEMENT – TRFP MODERNIZED
6 ADDRESSING IMPLEMENTATION – WORK ORDER
7 #67562 - (\$147,310.00) (funded by Water Revenue)
8 between PHOENIX CONSULTING, LLC and the City
9 of Fort Wayne, Indiana, by and through its Board of
10 Public Works.

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

13 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT
14 – TRFP MODERNIZED ADDRESSING IMPLEMENTATION - WORK ORDER
15 #67562 - between PHOENIX CONSULTING, LLC and the City of Fort Wayne,
16 Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed
17 and approved in all respects, respectfully for:

18 ALL LABOR, INSURANCE, MATERIAL, EQUIPMENT, TOOLS,
19 POWER, TRANSPORTATION, MISCELLANEOUS EQUIPMENT,
20 ETC., NECESSARY FOR: SERVING AS CITY'S PROFESSIONAL
21 REPRESENTATIVE FOR THE PROJECT, PROVIDING
22 PROFESSIONAL ENGINEERING CONSULTATION AND ADVICE,
23 AND OTHER CUSTOMARY SERVICES INCIDENTAL THERETO.
24 THREE RIVERS FILTRATION PLANT MODERNIZED
25 ADDRESSING IMPLEMENTATION INCLUDES UPGRADES TO
26 THE PROCESS CONTROL NETWORK AT THE THREE RIVERS
27 FILTRATION PLANT WHICH WILL HELP MAINTAIN CURRENT
28 COMMUNICATION AND SECURITY STANDARDS AS WELL AS
29 GENERATE CAPACITY FOR FUTURE EXPANSION OF THE
30 CONTROL SYSTEMS;

involving a cost not-to-exceed ONE HUNDRED FORTY-SEVEN THOUSAND
THREE HUNDRED TEN AND 00/100 DOLLARS - (\$147,310.00). 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

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8 APPROVED AS TO FORM AND LEGALITY
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10 _____
11 Malak Heiny, City Attorney
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CA 8.19.25

PROFESSIONAL SERVICES AGREEMENT

TRFP Modernized Addressing Implementation

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

**Phoenix Consulting, LLC (ENGINEER)
3201 Stellhorn Road
Fort Wayne, IN, 46815**

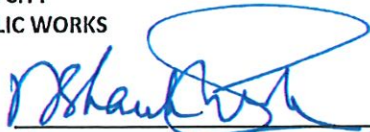
Who agree as follows:

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

APPROVALS

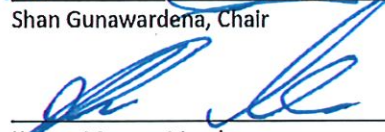
APPROVED FOR CITY
BOARD OF PUBLIC WORKS

BY:



Shan Gunawardena, Chair

BY:



Kumar Menon, Member

BY:



Chris Guerrero, Member

ATTEST:



Michelle Fulk-Vondran, Clerk

DATE:

8.19.2025

APPROVED FOR ENGINEER

APPROVED FOR ENGINEER

BY:

David Houck

Digitally signed by David Houck
Date: 2025.07.10 14:22:16 -04'00'

DATE:

PART I I&C/Facilities

SCOPE OF BASIC ENGINEERING SERVICES

A. GENERAL

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

B. PROJECT DESCRIPTION

At the Three Rivers Filtration Plant (TRFP) the control systems are used to access and communicate upon the Process Control Network. As the Utility continues to transition to more sophisticated and security-aware platforms, multiple network communication components require optimization to manage all incoming data. These optimization improvements will help maintain current communication and security standards as well as generate capacity for future expansion of control systems.

C. SCOPE OF SERVICES

The duty of the Engineer is to complete optimization tasks on the Process Control Network. The optimization shall improve communication rates and aid in securing access to control systems. The Engineer is to adhere to the requirements of the SCADA Standards Manual and relevant exhibits available from the City of Fort Wayne. The Engineer shall develop and provide the following services:

NOTE: Targeted Areas / Controller Quantities –

- Included: 50 Controllers (appx.)
 - TRFP – Plant proper (Raw Water through UV)
- Not Included: 7 Controllers (appx.)
 - Remote Sites
 - Water Tower(s)
 - St Joe Dam
 - High Service Pumping

The scope of the services is as follows:

Task 1 – Preparation

1. Network Configuration
 - a. Validate Old → New Addressing Scheme
 - b. Review Route Bridging
2. Communication Routing
 - a. Same Manufacturer
 - i. Allen Bradley ↔ Allen Bradley
 - ii. Automation Direct ↔ Automation Direct
 - b. Different Manufacturer
 - i. Allen Bradley ↔ Automation Direct
 - ii. Automation Direct ↔ Allen Bradley
3. Message Mapping
 - a. Controller To Controller Messaging
4. Define Process Order for Address Reassignment
 - a. Determine Process Order

- b. Review with Chief Operator / Operations
- c. Overlay availability / scheduled down time / window of opportunity
- d. Finalize Approach

NOTE: This sub-task is designed to minimize time to complete and optimize efficiency during address restructuring.

Task 2 – PLC communication configuration

Addressing assignments will be approached by process with the key device being the programmable controller. When the controller address is changed, all locally connected devices to the controller or it's interface will be changed.

Messages sent to remote devices will not be changed at that time. Messages will be redirected / reassigned when the target controller address is changed. Routing between the old scheme and the new scheme will be bridged, until the point of address reassignment of the remote controller.

Generally, address reassignment will occur at the following processes (order will be determined in Task 1 – Planning):

- 1. Carbon
- 2. CO2
- 3. Lime
- 4. Lime Sludge
- 5. Ferric Sulfate
- 6. Chlorine
- 7. ClO2
- 8. Chloramines
- 9. Fluoride
- 10. Ammonia
- 11. Sodium Chlorite
- 12. Sodium Bisulphite
- 13. Analyzers (Turbulence)
- 14. Analyzers (pH)
- 15. Orthophosphate
- 16. Raw Flow
- 17. Filters
 - a. Plant 1
 - b. Plant 2
 - c. Plant 3
- 18. Filter Flow
- 19. Backwash
- 20. Retention Tank
- 21. Gate House
- 22. UV
 - a. UV Train 1
 - b. UV Train 2
 - c. UV D

Task 3 – Re-IP Servers

- 1. Ignition Servers
 - a. TRFP1
 - b. TRFP2
- 2. IFix Servers
 - a. TRFP1

- b. TRFP2
- 3. MS SQL Server
 - a. SQL1
 - b. SQL2
- 4. Asset Centre
- 5. ESXI Hosts
 - a. TRFP-SRV-01
 - b. TRFP-SRV-02
- 6. Fileserver

Task 4 – Re-IP Workstations

- 1. Technician Room
- 2. Local Operations
- 3. Remote Operations

Task 5 – Re-IP Laptops

- 1. All Programming Laptops

Task 6 – Re-IP OITs

- 1. Reassign Address Per Process (See Task 2 – PLC communication configuration)

NOTE: Following Tasks May Be Associated

- See Task 11 – OIT Align Ignition Edge Versions
- See Task 12 – OIT Align Operating System Versions

Task 7 – Re-IP PLCs

- 1. Reassign Address Per Process (See Task 2 – PLC communication configuration)

Task 8 – Update iDMZ Firewall

- 1. Reassign Address
- 2. Modify Access Policies

Task 9 – Implement Address Reassignment

- 1. Coordinate with I&C Team
- 2. Coordinate with Chief Operator
- 3. Coordinate with Technicians
- 4. Coordinate with Operations
- 5. Coordinate with Others (As Required)
- 6. Reassign Address Per Process (See Task 2 – PLC communication configuration)
- 7. Reassign Address Per Message (Based on Remote Address Reset)

Task 10 – Update & Submit IP Documentation

- 1. Revise TRFP.IP.<current YYYYMMDD version>.xlsx Documentation
- 2. Revise iDMZ Documentation

Task 11 – OIT Align Ignition Edge Versions

1. Standardize Edge Release Version

Task 12 – OIT Align Operating System Versions

1. Standardize Operating System Release Version

Note:

- All materials provided by others.
- Material required prior to beginning task.

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by 08/01/2025 and receiving prompt review and approvals from City agencies and Program Manager (2-weeks per review are included in the schedule).

SCHEDULE

DATE

Optimization Improvements

12/17/2025

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.
- Other tasks as requested by the Program Manager

PART II I&C/Facilities

CITY'S RESPONSIBILITIES

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

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

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

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

Provide Engineer with electronic copies of SCADA Standards Manual and any current TRFP addressing documentation requested.

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 Jose Castillo.

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 \$147,310.00 as summarized in attached Attachment 1.

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

Expenses

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

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

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

B. BILLING AND PAYMENT

1. Timing/Format

- a. Engineer shall invoice City monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as City may reasonably require and shall include the employee name and title of all staff billing to project.
- b. City shall pay Engineer within 30 days of receipt of approved invoice.
- c. Engineer shall invoice City in whole dollar amounts on the grand total of each invoice. Rounding shall be implemented only on grand total amounts and not subtotals of individual tasks or fees. Contract amounts due to rounding may not exceed the not-to-exceed amount.
- d. To be considered for payment, invoicing for January through September must be received no later than 90 days from the end of the month that the services were provided. For services provided in the months of October, November, and December, invoices must be received by January 15th of the following year. Any invoices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
- e. By January 15th of each calendar year, the Engineer shall invoice the City for all outstanding services through December 31st of the prior year (Year End Invoice). If Engineer is unable to provide the Year End Invoice by January 15th, the Engineer shall notify the City Representative by January 15th, in writing, and shall coordinate with the City Representative to determine the earliest feasible date to deliver the Year End Invoice. Any Year End invoices or notices submitted after the deadlines noted in this paragraph will be considered late and may not be paid.
- f. By January 10th of each calendar year, the Engineer shall provide City Representative, in writing, a list of any outstanding payments due (Aged Receivables) for services rendered through December 31st of the prior year. The City Representative shall review the list of Aged Receivables and confirm that they are being processed for payment.

2. Billing Records

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

PART IV Non-Consent Decree

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

b) **General Liability** \$1,000,000 minimum per occurrence/ \$2,000,000 aggregate (If the value of the projects exceeds

\$10,000,000 then this shall be \$5,000,000 aggregate).

c) **Automobile Liability**, including Hired and Non-Owned Auto \$1,000,000 minimum per occurrence

d) **Products/Completed Operations Liability** \$2,000,000 aggregate

e) **Personal & Advertising Liability** \$1,000,000 any one person or organization

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, * except for Worker's Compensation, with 30 days notification of cancellation or non-renewal.

All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department

200 East Berry St., Suite #480

Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

To the fullest extent permitted by law, City shall indemnify and save harmless, Engineer from and against loss, liability, and damages sustained by Engineer, its agents, employees, and representatives by any reason of injury or death to persons or damage to tangible property to the proportionate extent caused by the negligence of City, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Engineer's performance under this Agreement shall expire one year after Project Completion.

ATTACHMENT #1

SUMMARY SHEET

SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL

<u>Preparation – (Task 1)</u> For Services outlined in Task 1 not to exceed fee of:	\$15,370.00
<u>PLC Communication Configuration – (Task 2)</u> For Services outlined in Task 2 not to exceed fee of:	\$3,480.00
<u>Re-IP Servers – (Task 3)</u> For Services outlined in Task 3 not to exceed fee of:	\$2,900.00
<u>Re-IP Workstations – (Task 4)</u> For Services outlined in Task 4 not to exceed fee of:	\$2,900.00
<u>Re-IP Laptops – (Task 5)</u> For Services outlined in Task 5 not to exceed fee of:	\$580.00
<u>Re-IP OITs – (Task 6)</u> For Services outlined in Task 6 not to exceed fee of:	\$580.00
<u>Re-IP PLCs – (Task 7)</u> For Services outlined in Task 7 not to exceed fee of:	\$23,200.00
<u>Update IDMZ Firewall – (Task 8)</u> For Services outlined in Task 8 not to exceed fee of:	\$580.00
<u>Implement Address Reassignment – (Task 9)</u> For Services outlined in Task 9 not to exceed fee of:	\$42,920.00
<u>Update & Submit IP Documentation – (Task 10)</u> For Services outlined in Task 10 not to exceed fee of:	\$5,800.00
<u>OIT Align Ignition Edge Versions – (Task 11)</u> For Services outlined in Tasks 11 not to exceed fee of:	\$14,500.00
<u>OIT Align Operating System Versions – (Task 12)</u> For Services outlined in Tasks 12 not to exceed fee of:	\$14,500.00
<u>Contingency Allowance - As authorized by PM</u> <u>For Additional Services</u> and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed:	\$20,000
TOTAL NOT TO EXCEED FEE:	\$147,310.00

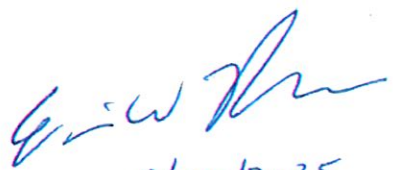
ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
David Houck/Engineer	\$145/Hour
Jim Hortenberry/Engineer	\$145/Hour
Andrew McCarel/IT Engineer	\$145/Hour
Joshua Houck/Engineer	\$145/hour

Interoffice Memo

Date: August 21/2025
To: Common Council Members
From: Eric Ruppert, City Utilities Engineering
RE: Three Rivers Filtration Plant Modernized Addressing Implementation
W.O. # 67562


8/25/2025

Council District # N/A – At Plants

Engineer shall provide the City professional 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. Three Rivers Filtration Plant Modernized Addressing Implementation includes upgrades to the process control network at the Three Rivers Filtration Plant. These optimization improvements will help maintain current communication and security standards as well as generate capacity for future expansion of the control systems.

Implications of not being approved: At the Three Rivers Filtration Plant the control systems are used to access and communicate upon the Process Control Network. These upgrades will improve security and communication capabilities at the facility. The system upgrades allow for maintained quality assurance and security of the facilities process control network.

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 seven firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms and established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. One shortlisted firm submitted Competitive Sealed Proposals for this project. A scoring matrix was used to score all firms based on responses to the RFQ and RFP's. RFP scoring was based on expertise, prior work experiences, qualifications, proposed scope of work and fee. Using this process, Utilities Engineering selected Phoenix Consulting, LLC. for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the contract on August 19, 2025.

The cost of said project funded by Water Revenue

Council Introduction Date: September 9, 2025

CC: BOW
Matthew Wirtz

Jill Helfrich
Chrono
File