

AN ORDINANCE approving PROFESSIONAL SERVICES AGREEMENT – TRFP SCADA MIGRATION – WORK PACKAGE 3 - WORK ORDER #67290 – not to exceed \$429,100.00 (funded by State Revolving Fund Water Bond) between DONOHUE & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, by and through its 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 – TRFP SCADA MIGRATION – WORK PACKAGE 3 - WORK ORDER #67290 - (funded by State Revolving Fund Water Bond) between DONOHUE & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

ALL LABOR, INSURANCE, MATERIAL, EQUIPMENT, TOOLS, POWER, TRANSPORTATION, MISCELLANEOUS EQUIPMENT, ETC., NECESSARY FOR: 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. 3 WORK AT THE THREE RIVERS FILTRATION PLANT FOR THE CONTINUING UPGRADE OF THE EXISTING CONTROL SYSTEM TO A NEW PLATFORM. THE WORK IN THIS AGREEMENT INCLUDES THE DEVELOPMENT OF HMI SCREENS, PROGRAMMING, AND MIGRATION OF THE ST. JOE DAM AND OTHER DAMS, ANCILLARY SYSTEMS, GATEHOUSES, AND HIGH SERVICE PUMPING TO THE NEW IGNITION PLATFORM AT THE THREE RIVERS FILTRATION PLANT;

involving a not-to-exceed cost of FOUR HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED AND 00/100 DOLLARS - (\$429,100.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

CU 11.25.25

PROFESSIONAL SERVICES AGREEMENT

("TRFP SCADA Migration – Work Package 3")

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

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

and

**Donohue & Associates, Inc. (ENGINEER)
1502 Magnavox Way, Suite 260
Fort Wayne, IN 46804**

Who agree as follows:

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

APPROVALS

APPROVED FOR CITY
BOARD OF PUBLIC WORKS

BY:


Shan Gunawardena, Chair

BY:


Kumar Menon, Member

BY:

ABSENT
Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

DATE:

11.25.2025

APPROVED FOR ENGINEER

BY:


Craig W Brunner, President

DATE:

November 19, 2025

PART I Standard

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.

B. PROJECT DESCRIPTION

The City is executing a SCADA Migration Project at the Three Rivers Filtration Plant (TRFP). The SCADA Migration involves the transition of the existing General Electric IFIX SCADA system to a new Inductive Automation Ignition Perspective platform as well as other related services. A wide range of improvements generally related to the SCADA Migration Project are underway or have been completed to prepare the facility for this transition.

This is the third work package relating to the TRFP SCADA Migration that includes selected PLC control panels and related treatment processes. The City anticipates future work packages to migrate systems not included in this work package or the previous work packages (Work Package 1 and Work Package 2). The TRFP systems are complex and interrelated. The Programmer shall work with the City and others to coordinate monitoring and control across systems as necessary to achieve the aesthetic and functional expectations and requirements for the improvements.

C. SCOPE OF SERVICES

TRFP Work Package No. 3

The Programmer shall provide the services described in the tasks below in accordance with the City Process Control System Standards and the SCADA Migration Development Plan and other related documents and work sequences. Additional details associated with integration requirements are included in attachments to this document:

RFP Attachments:

Attachment 1 – Process Control System Standards Document (issued electronically)

- All integration work shall align with City Process Control Standards.

Attachment 2 – City of Fort Wayne SCADA Migration Project Development Plan (March 2023 and Attachments) (issued electronically)

- All integration work shall follow the City's SCADA Migration Project Development Plan.

Attachment 3 – DRAFT Process Control Narratives

- The attachment includes draft process control narratives for the work package process systems in .pdf and .docx format. The documents include planned and future work associated with each unit and sub-unit process. The process control narrative planned work is part of this SCADA Migration Project work package. The future work (unless otherwise noted) is provided for reference, as the Programmer works with the City to execute the work package requirements.
- The process control narratives are working documents. The Programmer shall closely coordinate iterative updates to the process control narratives through the workshopping process. At the end of the project, the Programmer shall provide an updated document in track changes. The intent, at the end of all work

packages is to have a comprehensive document that reflects the TRFP and remote site process control narratives. The City will execute the final integration of the work packages into a single document.

Attachment 4 – DRAFT Process and Instrument Diagrams (PIDs)

- The attachment includes all draft Master PIDs. The PIDs associated with this work package are highlighted in the index. The Master PIDs include both existing systems and future systems. The future work (unless otherwise noted) is provided for reference, as the Programmer works with the City to execute the work package requirements.
- The PIDs are working documents. The Programmer shall closely coordinate iterative updates to the PIDs through the workshoping process. At the end of the project, the Programmer shall provide an updated redlined document. The intent at the end of all work packages is to have a comprehensive document that reflects the TRFP and remote site PIDs. The City will translate the redlines into the existing Autocad drawings.

Attachment 5 – DRAFT Input / Output (IO) Lists

- The attachment includes draft IO for the TRFP in .pdf and .xlsx formats. The Excel worksheet can be sorted for PLCs associated with this work package. The IO list includes both existing and future IO (this can be sorted as "blanks" and "F" in the worksheet). The future work (unless otherwise noted) is provided for reference, as the Programmer works with the City to execute the work package requirements. The IO lists do not show networked IO.
- The IO list is a working document. The Programmer shall update the IO list through the work package development and integration. The City's intent is to manage the Excel worksheet as a working document through the SCADA Migration project (all work packages). The Programmer shall closely coordinate updates to the IO list with the City through the workshoping process. The intent at the end of all work packages is to have a comprehensive document that reflects the TRFP and remote site IO. The City will execute the final integration of the work packages into a single document.

Attachment 6 – PLC Programs (issued electronically in native file format)

- Programmer shall work with the City to manage PLC programs through Rockwell AssetCentre in accordance with the City Process Control System Standards.

Task 1 Project Management

- 1.1 Prepare and manage project and project schedule. Ensure all work is executed in accordance with City Process Control System Standards and the SCADA Migration Development Plan.
- 1.2 Attend monthly progress review meetings and workshops. Keep minutes of meetings and workshops and distribute the meeting minutes within 7-days.
- 1.3 Coordinate submittal reviews with the integration team, inspection team and City.
- 1.4 Coordinate validation, rollout and cutover with the Integration team, Inspection team and City.
- 1.5 The following meetings (and meeting minutes) are required (at a minimum):
 - Project kickoff and monthly (or more often) task and schedule coordination meetings
 - Monthly progress meetings
 - Workshops described in individual tasks (tasks include minimum number of workshops, Programmer shall lead workshops as necessary to plan and execute work).
 - Other meetings aligned with SCADA Development Document and as necessary to execute work.

Task 2 Integrate Groups 1 and 2 Systems

The tables below summarize elements included in this task by grouping. The groupings have been developed to allow the City and Programmer to manage the integration process. Reference additional scope elements and details in the process control narratives.

Table 1 summarizes the work package systems included in Task 3 Group 1. See control narratives for more detail. See work sequence requirements.

Low service pump and valve systems are not standard. The systems include motor and pump monitoring and integrated pump/valve coordination through local control panels. Incorporate standard AOIs/UDTs to the extent practical to support functionality requirements and coordinate with Ignition. Coordinate AOIs and UDTs with non-standard IO. Incorporate all functionality into HMI/OITs.

The St. Joe Dam site primarily uses fiber for communications to the TRFP with radio backup. The communications are currently managed by 3185-PLC-1 (3185-PLC-13) which also manages remote site communications. The existing iFIX HMI displays critical information relating to the system operation and coordinates remote control such as changing pump speed. The communications are generally limited such that the backup radio has the bandwidth to support the data transfers. The Programmer shall integrate the HMI to communicate all signals associated with the systems (similar to other TRFP processes) with associated PLC when fiber communications are available. Upon transfer to radio communications, Programmer shall maintain current data transfers and control through 3185-PLC-1.

The process communicates to the existing Square D and Russ Electric Switchgear PLC over the network. Coordinate communications and display of key elements of gear to process controls system.

Table 1 Work Package 3 Task 2 Group 1 Systems Overview

Building		Old PLC #	New PLC #	PLC Control Elements (Not a Complete List)	Existing PLC	PLC Action	Existing OIT	OIT Action
3010	ST. JOE DAM PUMP BUILDING	----	3010-PLC-1	Low service systems (not including pumping)	1756-L81E LOGIX5 581E	PLC replaced and programmed 2023, Update firmware to Ver 35 or City standard. Update programming to City standard.	Ignition Edge	Update graphics to Ignition Perspective mimicking HMI.
3010		----	3010-PLC-2	Low service pumps 1 and 2	1756-L81E LOGIX5 581E	Update firmware to Ver 35 or City standard. Update programming to City standard.	Ignition Edge	Update graphics to Ignition Perspective mimicking HMI.
3010		----	3010-PLC-3	Low service pumps 3 and 4	1756-L81E LOGIX5 581E	Align programming between PLC 2 and 3 (note they were programmed at different times.		Coordinate any OIT operating system updates with City.
3030	ST. JOE DAM ELECTRICAL & GENERATOR BUILDING	----	3030-PLC-1	Square D Switchgear	Vendor	No Action	----	No Action

Building		Old PLC #	New PLC #	PLC Control Elements (Not a Complete List)	Existing PLC	PLC Action	Existing OIT	OIT Action
3030	ST. JOE DAM ELECTRICAL & GENERATOR BUILDING	----	3030-PLC-2	Russ Electric Gear Switchgear	Vendor	No Action	----	No Action
3030	ST. JOE DAM ELECT. & GEN. BUILDING	----	3030-PLC-3	Remote site St. Joe Dam electrical system and generator monitoring.	1756-L81E LOGIX5 581E	PLC replaced and programmed 2023, Update firmware to Ver 35 or City standard. Update programming to City standard.	Ignition Edge	Update graphics to Ignition Perspective mimicking HMI..
3185-PLC-1	Admin. Building	3185-PLC-13	3185-PLC-1	Remote site telemetry and St. Joe Dam	Confirm PLC	Update firmware to Ver 35 or City standard. Update programming to City standard (systems related to St. Joe Dam only).	No OIT	No Action

Table 2 summarizes the work package systems included in Task 2 Group 2. See control narratives for more detail. See work sequence requirements.

High service pump and valve systems are not standard. The systems include motor and pump monitoring and integrated pump/valve coordination through local control panels. Incorporate standard AOIs/UDTs to the extent practical to support functionality requirements and coordinate with Ignition. Coordinate AOIs and UDTs with non-standard IO. Incorporate all functionality into HMI/OITs.

The Lab Building PLC communicates a small amount of IO for monitoring. The PLC also services as a power monitoring data concentrator that coordinates power monitoring for St. Joe Dam, TRFP and remote sites. Update power monitoring communications to continue service in alignment with standards.

Table 2 Work Package 3 Task 2 Group 2 System Overview

Building		Old PLC Number	New PLC Number	Existing PLC	PLC Action	Existing OIT	OIT Action
3500	EAST GATEHOUSE	3500-PLC-63	3500-PLC-1	1756-L71 LOGIX5571	Update firmware to Ver 35 or City standard. Update programming to City standard	None	None

Building		Old PLC Number	New PLC Number	Existing PLC	PLC Action	Existing OIT	OIT Action
3560	WEST PUMP BUILDING	3560-PLC-1	3560-PLC-1	1756-L71 LOGIX5571	Update to Ver 35, Incorporate AOIs. Update programming	OITs are located in West Pump Building, North Pump Building and Building 3185 Operator Control Room. The OITs are coordinated as part of a network that allow operation of the system if the process control network is unavailable.	Coordinate OIT integration with PLC updates. The existing OITs are Ignition Edge terminals circa 2019 with Vision graphics. City is considering updating hardware and licensing to a newer version of Edge or replacing terminals.
3570	NORTH PUMP BUILDING	3570-PLC-1	3570-PLC-1	1756-L71 LOGIX5571			Update OIT graphics with Ignition Perspective graphics mimicking HMI graphics to the extent practical. Coordinate City updates to terminals with OIT Integration.
3420	LAB BUILDING	PLC-52	3420-PLC-1	CompactLogix Processor	Update to Ver 35, Incorporate AOIs.	None	None

PLC and Inductive Automation Ignition Integration

2.1 Review draft functional control narratives, IO lists, IO tagging and PIDs with City staff as part of a minimum of three control narrative workshops. Intent is to update/refine controls and IO to reflect monitoring and control expectations. Prior to workshop :

- Review existing PLC code and IO and compare to control narratives and IO lists.
- Provide updated functional control narratives in Microsoft Word (track changes)
- Provide updated IO list and tag list in Microsoft Excel Format. Provide tagging updates in accordance with the Process Control Standards. All tag lists must include folder structures for approval.
- Provide redline PID markups related to work package elements.

Provide updated documents prior to workshops and lead workshops.

Provide final updated documents at the end of the task.

2.2 Develop and submit HMI and OIT screen submissions and PLC and HMI tagging modifications based on control narratives, IO lists and PIDs. Develop HMI and OIT screens for the following:

- Level 1 TRFP overview
- Level 2 TRFP unit process overview
- Level 3 Individual sub unit process diagrams and/or table views
- Level 4 System controls and popups

Submit screens and review screens as part of HMI/OIT development workshop. Programmer shall plan for 2-weeks for City to review and comment on submissions. Allow for a minimum of three follow up meetings to refine screen submissions.

- 2.3 Prepare and submit Validation Plan requirements in accordance with Section 5.0 of SCADA Migration Development Plan including but not limited to:

- 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
- Prepare Factory Acceptance Test (FAT) Plan for Rollout and Cutover
- Prepare Site Acceptance Test (SAT) Plan for Rollout and Cutover
- Prepare Training Plan
- Prepare Submittal Plan.

Validation Plan shall plan transitions by unit process or sub-unit process for all systems associated with Table 1 Work Package 3 and Table 2 including:

- All process systems.
- Ancillary systems associated with each unit process or sub-unit process and building services are coordinated with each transition.
- Historian data is maintained through the transition process. Tags will be remapped to support the use of the current historian.
- Ignition systems are required to historize at minimum the data that is currently historized in iFIX.
- Coordinate iFIX screen transition with City to minimize disruptions/confusion when preliminary treatment can no longer be controlled from iFIX.

- 2.4 Confirm/Update PLC firmware, minimum version 35 (unless approved by City) based on work package requirements. Coordinate PLC replacements and OIT replacements with City.

- 2.5 Execute rollout requirements by unit process or sub-unit process in accordance with Section 6.0 of SCADA Migration Development Plan including but not limited to:

- Complete FAT testing associated with the PLC program modifications and modifications to iFIX HMI
- Integrate PLC updates and iFIX by unit process
- Ensure Historian data is maintained through the transition process
- Complete SAT testing to ensure functionality of system.

- 2.6 Execute cutover requirements by unit process or sub-unit process in accordance with Section 7.0 of SCADA Migration Development Plan including but not limited to:

- Complete FAT testing associated with the PLC program modifications and modifications to Ignition Perspective HMI
- Integrate PLC updates and Ignition Perspective
- Complete SAT testing.
- Each current historian tag should be remapped to single PLC tag and maintain existing engineering units. See SCADA Migration Project Development Plan for details on updating calculated tags. Any tags not mapped will need City approval.
- Coordinate Proficy historian tag continuity.
- Ensure continuity of totalized values.
- Provide final markups to IO list (in Excel format) and PID redline markups).

Training

- 2.7 Execute training and operability requirements (Section 8.0 and Section 9.0 of SCADA Migration Development Plan).

Task 3 Integrate Group 1 Systems

Error! Reference source not found. summarizes the work package systems included in Task 3 Group 3. See work sequence requirements. Reference additional scope elements and details in the process control narratives.

The process communicates to the existing TRFP Russ Electric Switchgear PLC over the network. Coordinate communications and display of key elements of gear to process controls system.

The process communicates to the existing Russ Electric Switchgear PLC over the network. Coordinate communications and display of key elements of gear to process controls system.

Table 3 Work Package 3 Task 3 Group 1 Systems

Building		Old PLC Number	New PLC Number	Existing PLC	PLC Action	Existing OIT	OIT Action
3400	GENERATOR BUILDING	3400-PLC-60	3400-PLC-1	Automation Direct	Replace PLC with Owner provided . 1756-L81E LOGIX5581E and related I/O and communication modules	Allen Bradley PanelView	Remove OIT and provide plate cover. City will provide HMI.
3400	GENERATOR BUILDING	3400-PLC	3400-PLC-2	Vendor	Vendor PLC	Vendor	No Action

PLC and Inductive Automation Ignition Integration

- 3.1 Review draft functional control narratives, IO lists, IO tagging and PIDs with City staff as part of a minimum of one control narrative workshop. Intent is to update/refine controls and IO to reflect monitoring and control expectations. Prior to workshop:
- Review existing PLC code and IO and compare to control narratives and IO lists.
 - Provide updated functional control narratives in Microsoft Word (track changes)
 - Provide updated IO list and tag list in Microsoft Excel Format. Provide tagging updates in accordance with the Process Control Standards. All tag lists must include folder structures for approval.
 - Provide redline PID markups related to work package elements.
- Provide updated documents prior to workshop and lead workshop.
- Provide final updated documents at the end of the task.
- 3.2 Develop and submit HMI screen submissions and PLC and HMI tagging modifications based on control narratives, IO lists and PIDs. Develop HMI and OIT screens (where applicable) for the following:
- Level 1 TRFP overview
 - Level 2 TRFP unit process overview
 - Level 3 Individual subunit process diagrams and/or table views
 - Level 4 System controls and popups
- Submit screens and review screens as part of HMI/OIT development workshop. Programmer shall plan for 2-weeks for City to review and comment on submissions. Allow for a minimum of one follow-up meeting to refine screen submissions.
- 3.3 Prepare and submit Validation Plan requirements in accordance with Section 5.0 of SCADA Migration Development Plan including but not limited to:

- 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
- Prepare Factory Acceptance Test (FAT) Plan for Rollout and Cutover
- Prepare Site Acceptance Test (SAT) Plan for Rollout and Cutover
- Prepare Training Plan
- Prepare Submittal Plan.

Validation Plan shall plan transitions by unit process or sub-unit process for all systems associated with Error! Reference source not found. including:

- All process systems.
- Ancillary systems associated with each unit process or sub-unit process and building services are coordinated with each transition.
- Historian data is maintained through the transition process. Tags will be remapped to support the use of the current historian.
- Ignition systems are required to historize at minimum the data that is currently historized in iFIX.
- Coordinate iFIX screen transition with City to minimize disruptions/confusion when preliminary treatment can no longer be controlled from iFIX.

- 3.4 Confirm/Update PLC firmware, minimum version 35 (unless approved by City) based on work package requirements. Coordinate PLC replacements and OIT replacements with City.
- 3.5 Execute rollout requirements by unit process or sub-unit process in accordance with Section 6.0 of SCADA Migration Development Plan including but not limited to:
 - Complete FAT testing associated with the PLC program modifications and modifications to iFIX HMI
 - Integrate PLC updates and iFIX by unit process
 - Ensure Historian data is maintained through the transition process
 - Complete SAT testing to ensure functionality of system.
- 3.6 Execute cutover requirements by unit process or sub-unit process in accordance with Section 7.0 of SCADA Migration Development Plan including but not limited to:
 - Complete FAT testing associated with the PLC program modifications and modifications to Ignition Perspective HMI
 - Integrate PLC updates and Ignition Perspective
 - Complete SAT testing.
 - Each current historian tag should be remapped to single PLC tag and maintain existing engineering units. See SCADA Migration Project Development Plan for details on updating calculated tags. Any tags not mapped will need City approval.
 - Coordinate Proficy historian tag continuity.
 - Ensure continuity of totalized values.
 - Provide final markups to IO list (in Excel format) and PID redline markups).

Training

- 3.7 Execute training and operability requirements (Section 8.0 and Section 9.0 of SCADA Migration Development Plan).

Work Sequence

- A. Programmer shall complete work in accordance with following requirements and to accommodate the operation of existing facilities during integration period. City will coordinate the Programmer's progress schedule with plant operations. Programmer shall provide City written notice 7 days (unless otherwise noted) prior to time when existing facilities must be taken out of service to perform Work. Not later than 7 days (unless

otherwise noted) after City receives written notice, City will take existing facilities out of service and make them available to Programmer to perform Work. City reserves right to place facilities taken out of service back into service on emergency basis upon notification to Programmer. Programmer shall schedule all planned shutdowns, downloads, outages, etc. to minimize interference with plant operations.

Low service and high service pumping are critical to both delivering raw water to the TRFP (low lift pump station) and delivering finished water to the distribution system (high service pump station West and North Buildings). Pumping systems shall remain in service with no limitations on capacity through the period of integration.

D. SCHEDULE

The project will be completed based on the following table.

<u>SCHEDULE</u>	<u>DATE</u>
Task 1	Duration of Project
Task 2 and 3	300 days from NTP

E. OPTIONAL ADDITIONAL SERVICES

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

- Collaborate with Project Manager to evaluate the potential use of an emerging technology solution to assist in completion of project scope or add engineering value to project deliverables. "Emerging technology" shall be defined as pre-commercial, early commercial, or commercial technology within a new or existing application.
- "Engineering Value" defined as benefits to the City including improved project payback period or return on investment; reduced waste, labor, energy consumption, chemical usage, maintenance requirements; and/or optimizing systems affected by project.
- This task may include the following activities: communication with third party technology vendors, performing research into identified technology solutions, and providing documentation of technical opinion.

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.

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 PLC programs, interface applications and any other information relevant to completing work.

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 Christos Kyrou.

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. HARDWARE AND SOFTWARE

City will support the project through the transfer of PLCs, PLC modules and any updates to OITs including OIT operating system updates and new OITs. Programmer shall schedule and coordinate City support of project. Contemplated improvements include:

- Building 3010 (City may update OIT operating system)
- Building 3030 (City may update OIT operating system)
- Building 3185 Operators Control Room (City may update OIT operating system or provide replacement OIT for installation by Programmer)
- Building 3560 (City may update OIT operating system or provide replacement OIT for installation by Programmer)
- Building 3570 (City may update OIT operating system or provide replacement OIT for installation by Programmer)
- Building 3400 (City will provide new PLC and PLC modules for installation by Contractor, remove existing OIT and provide cover).

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 \$429,100 as summarized in attached Attachment 1.

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

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

Expenses

Engineer will be reimbursed for travel related expenses, overnight stays, and other expenses per the table below. Per Diem reimbursement is only applicable for individuals traveling 50 miles or more to or from Fort Wayne. Overnight stay is not expected for an individual who is within a 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)	\$180
Workshop	\$50
Non-Travel Day	\$65
Overnight Accommodations	\$175

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

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

Task 1 - Project Management and Schedule

For Services outlined in Tasks 1.1 through 1.5 a not to exceed fee of: \$34,800

Task 2 - Integrate Group 1 and 2 Systems

For Services outlined in Tasks 2.1 through 2.7 a not to exceed fee of: \$334,400

Task 3 - Integrate Group 1 Systems

For Services outlined in Tasks 3.1 through 3.7 a not to exceed fee of: \$59,900

Optional Services - As authorized by PM

Contingency Allowance - As authorized by PM

For Additional Services and tasks required during the performance of the work, but not specifically described herein, a sum not to exceed of : \$0

TOTAL NOT TO EXCEED FEE: \$429,100

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

Donohue & Associates, Inc.
2026 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$295
Engineer/Specialist VIII	\$275
Engineer/Specialist VII	\$255
Engineer/Specialist VI	\$240
Engineer/Specialist V	\$220
Engineer/Specialist IV	\$205
Engineer/Specialist III	\$185
Engineer/Specialist II	\$165
Engineer/Specialist I	\$145
Technician II	\$135
Technician I	\$115
Administrative Assistance III	\$115
Administrative Assistance II	\$105
Administrative Assistance I	\$95

Notes:

- Labor charge-out rates are for normal work week.
- Billing rates are in effect for 2026 and may be adjusted annually to reflect labor cost increases.
- Mileage is billed at the current IRS stipulated rate.
- Printing and shipping are billed at cost.

TRFP SCADA MIGRATION WP-3 DONOHUE PSA

Eric Ruppert with City Utilities Engineering.

This work includes the development of HMI screens, programming, and migration of the St. Joe Dam and other dams, ancillary systems, gatehouses, and high service pumping to the new Ignition platform at the Three Rivers Filtration Plant.

SCADA is the control system for both plants and is used to assist operators in monitoring/ managing processes. Due to changes in technology, our SCADA system has outlived its useful life. 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. This migration also implements high performance graphics to assist in the operation of the Three Rivers Filtration Plant.

Two shortlisted firms submitted Competitive Sealed Proposals for this portion of the project. A scoring matrix was used to score all firms based on responses to the RFP's. RFP scoring was based on expertise, qualifications, proposed scope of work and fee. Using this process, City Utilities Engineering selected Donohue for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the professional service agreement on November 25, 2025.

Total for work pack 3 is a not to exceed cost of \$429,100.00.

Future contracts are expected to be brought for the remaining work packages 4 later in first quarter of 2026.

Work Pack	Description
#4	Remote sites

I can take any questions you may have at this time

Support Information

	Programming WP	PLC	Conduit/Wire
Material	X	\$135,000.00	\$300,000.00
Labor		\$500,000.00	\$500,000.00

TRFP SCADA Migration Total Estimate to complete = \$4.2 M
(Estimation Table to illustrate cost associated with project)

Below Actual amounts are all NTE PSA or SA

- TRFP SCADA Migration Planning Phase 1 = \$88,900.000 (Act.)
- TRFP SCADA Migration Planning Phase 2 = \$479,200.000 (Act.)
- SCADA Migration WP1 = \$431,810.00 (Act.)
 - Shambaugh Panel Build = \$131,260.00 (Act.) – WO#66750
 - Shambaugh Electrical Labor = \$980,097.00 (Act.) – WO#66750
- SCADA Migration WP2 = \$586,520.00 (Act.)
- SCADA Migration WP3 = \$429,100.00 (Act.) – current PSA requesting approval
- SCADA Migration WP4 = \$500,000.00 (Est.) – Future work

Interoffice Memo

City Utilities
Engineering

Date: 12/1/2025
To: Common Council Members
From: Eric Ruppert, Manager, City Utilities Engineering
RE: TRFP SCADA Migration – Work Package No. 3
WO#67290

Eric Ruppert
12/4/2025

Council District # N/A – At Plants

Engineer shall provide the City professional Engineering services in all phases of the Project to which the scope of services applies. These services will include serving as City's representative for the Project, providing professional Engineering consultation and advice, and other customary services incidental thereto. SCADA Migration – Work Package No.3 work at the Three Rivers Filtration Plant for the continuing upgrade of the existing control system to a new platform. The work in this agreement includes the development of HMI screens, programming, and migration of the St. Joe Dam and other dams, ancillary systems, gatehouses, and high service pumping to the new Ignition platform at the Three Rivers Filtration 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. 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. This migration also implements high performance graphics to assist in the operation of the Three Rivers Filtration Plant.

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 five shortlisted firms. Two shortlisted firms submitted Competitive Sealed Proposals for this portion of the project. A scoring matrix was used to score all firms based on responses to the RFP's. RFP scoring was based on expertise, qualifications, proposed scope of work and fee. Using this process, City Utilities Engineering selected Donohue for this project and finds their scope and fee to be the best value for this project. The Board of Public Works approved the professional service agreement on November 25, 2025.

The cost of said project funded by: State Revolving Fund Water Bond

Council Introduction Date: 12/9/2025

CC: BOW
Matthew Wirtz
Jill Helfrich
Construction Manager
File