

1 **BILL NO. S-26-05-18**

2 SPECIAL ORDINANCE NO. S-_____

3
4 **AN ORDINANCE** approving PROFESSIONAL
5 SERVICES AGREEMENT – SCADA MASTER PLAN –
6 WORK ORDER #77416 – (\$428,845.00) between
7 CDM SMITH INC. and the City of Fort Wayne, Indiana,
8 by and through its Board of Public Works.

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

11 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT
12 – SCADA MASTER PLAN – WORK ORDER #77416 – between CDM SMITH INC.
13 and the City of Fort Wayne, Indiana, in connection with the Board of Public Works,
14 is hereby ratified, and affirmed and approved in all respects, respectfully for:

15 All labor, insurance, material, equipment, tools, power, transportation,
16 miscellaneous equipment, etc., necessary to: DEVELOP A
17 COMPREHENSIVE SCADA MASTER PLAN (PLAN) FOR THE
18 CITY’S WATER AND WASTEWATER UTILITY FACILITIES. THE
19 FINAL PLAN WILL EVALUATE THE EXISTING PROCESS
20 CONTROL NETWORK AT THE WATER POLLUTION CONTROL
21 PLANT (WPCP) AND THREE RIVERS FILTRATION PLANT (TRFP)
22 TO IDENTIFY DEFICIENCIES, FUTURE NEEDS, AND PROVIDE
23 IMPROVEMENT OPPORTUNITIES THAT ENSURE SYSTEM
24 RELIABILITY, DATA INTEGRITY, AND SECURITY;

25 involving a total cost of FOUR HUNDRED TWENTY-FOUR THOUSAND EIGHT
26 HUNDRED FORTY-FIVE AND 00/100 DOLLARS - (\$424,845.00). A copy of said
27 Contract is on file with the Office of the City Clerk and made available for public
28 inspection, according to law.
29
30

PROFESSIONAL SERVICES AGREEMENT

SCADA Master Plan

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


CDM Smith Inc. (ENGINEER)


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: 5.5.2024

APPROVED FOR ENGINEER

BY: 
Amrou Atassi

DATE: _____

PART I Engineering Study

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 SCADA and Cybersecurity planning services and other customary services incidental thereto.

B. PROJECT DESCRIPTION

Fort Wayne City Utilities (FWCU) operates and manages critical infrastructure for both water and wastewater services across the city of Fort Wayne, Indiana. FWCU's water distribution network consists of the Three Rivers Water Filtration Plant, the Water Pollution Control Plant, an extensive conveyance and lift station network, and an advanced microgrid system. Each subsystem uses SCADA technology in varying states of modernization, with FWCU demonstrating a commitment to system integration, resilience, and operational excellence.

FWCU's SCADA infrastructure is currently split between the water and wastewater networks. The filtration plant operates on iFIX human-machine interface (HMI), with an active migration to Ignition HMI. The wastewater system is built around Ignition and serves over 100 remote sites. Programmable logic controllers are primarily Rockwell/Allen-Bradley, with a variety of operator interface terminals in use.

A significant modernization effort is underway, including initiatives to centralize operations, enhance cybersecurity, and improve system safety. Efforts are also in progress to consolidate legacy data from Proficy Historian into more flexible systems such as QuestDB or a structured query language platform. FWCU has also installed microgrid technology and maintains a system of flexible fuel power generation.

FWCU's vision is to sustain a secure high-performance platform that prioritizes functionality, reliability, and adaptability while delivering operational excellence—via highly trained personnel given clear governance with the flexibility to incorporate innovative technologies—and maximizing value to the rate payers.

FWCU will pursue leading-edge and emerging technologies with structured risk management. Solutions must demonstrate proven usability, security, and long-term support. Innovative technologies may be piloted prior to full deployment to validate operational value. The scope of review will also include enabling and supporting systems such as AI, network monitoring tools, analytics platforms, and database management systems. Due to its already advanced position, FWCU envisions its next Master Plan will establish it as a "utility of the future."

C. SCOPE OF SERVICES

The duty of the Engineer is to develop a complete SCADA Master plan to assist in decision making for City Utilities for the next 7 years. The Engineer shall develop and provide the following services:

Task 1 - Project Management

- 1.1 Coordinate with other City or contracted resources for the completion of projects.
- 1.2 Conduct project kick-off meeting.
- 1.3 Conduct monthly progress meetings.
- 1.4 Conduct QAQC of all deliverables.
- 1.5 Provide review of City Utility projects to identify and report potential conflicts or other concerns for City facilities. Prepare conclusions and recommendations for resolution of potential conflicts and problems.
- 1.6 Follow City standards and City master specifications for projects as they are applicable.

- 1.7 Prepare project schedule.
- 1.8 Attend six (6) technical workshops. These meetings are held at the Program Manager's office.
- 1.9 Keep the minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meeting.

Task 2 Current State Assessment

- 2.1 The ENGINEER will review existing SCADA features and functions to identify current staff preferences and obstacles with the system.
- 2.2 Research City documents for existing O&M, previous master plans, SCADA standards, OT procedures & policies, and system support documents.
- 2.3 The ENGINEER will identify existing features that present problems for operations, maintenance, and management.
- 2.4 The ENGINEER will conduct a desk audit to review materials documenting the existing SCADA System.
- 2.5 The ENGINEER will conduct field audits for remote facilities that utilize SCADA to document the condition of each site.
- 2.6 The ENGINEER will assess the condition of SCADA and auxiliary components
- 2.7 The ENGINEER will facilitate two workshops with the City Operational Technology support teams to evaluate existing network security architecture, technologies, and practices.
- 2.8 The ENGINEER will submit draft and final SCADA assessment technical memorandums, including all findings, notes, and data collection details.

Task 3 Technology Trends

- 3.1 The ENGINEER will inform the City stakeholders of the availability and capabilities of modern SCADA technologies.
- 3.2 The ENGINEER will explore and present on core SCADA and companion technologies.
- 3.3 The ENGINEER will submit a PDF of technology presentation.

Task 4 Desired State

- 4.1 The ENGINEER will work with the City stakeholders to identify the desired state for future SCADA.
- 4.2 The ENGINEER will submit draft and final Desired State technical memorandum.

Task 5 Gap Analysis

- 5.1 The ENGINEER will define the gaps between the current state and the desired state for each SCADA and OT feature or function.
- 5.2 The ENGINEER will submit draft and final Gap Analysis technical memorandum.

Task 6 Alternatives

- 6.1 The ENGINEER will identify alternative solutions to address gaps between the desired state and the current condition of SCADA.
- 6.2 The ENGINEER will propose recommendations to the City that address the desired features identified.
- 6.3 The ENGINEER will submit draft and final Alternatives technical memorandum.

Task 7 Recommendations

- 7.1 The ENGINEER will identify the most appropriate solution for each established functional requirement.

- 7.2 A summary table and decision-making matrix will be developed to identify the recommendations in a prioritized order.
- 7.3 The ENGINEER will create a Project Definition technical memorandum, which will identify projects, and complete a brief scope that includes project definitions, goals achieved, duration, and budget.
- 7.4 The ENGINEER will list the projects in a project summary table.
- 7.5 The ENGINEER will submit draft and final Project Definition technical memorandum.
- 7.6 The ENGINEER will submit draft and final SCADA Master Plan.

D. SCHEDULE

The project will be completed per below schedule. This schedule is based on receiving a Notice to Proceed by June 01, 2026 and receiving prompt review and approvals from City and Program Manager (2-weeks per review are included in the schedule).

<u>SCHEDULE</u>	<u>DATE</u>
Preliminary Engineering Study	one year from NTP
Final Engineering Study	three months after receipt of comments.

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.
- Survey site as needed to complete engineering study.

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

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 SCADA Master Plans for both facilities.

Provide Engineer with location / structure IDs and I/O lists for review.

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 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.

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 \$ 424,845 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)	\$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

Planning Phase – (Tasks 1 through 7)

For Services outlined in Tasks 1 through 7 a not to exceed fee of: \$414,845

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: \$424,845

ATTACHMENT #2

EMPLOYEE HOURLY RATE SCHEDULE

<u>EMPLOYEE/SERVICE DESCRIPTION</u>	<u>RATE</u>
Portfolio Leader	\$350
Senior Technical Advisors (Average Rate)	\$350
Technical Advisor	\$300-\$325
Project Manager	\$225-\$300
Senior Engineer	\$240-\$290
Engineer III	\$200-\$240
Engineer II	\$170-\$200
Engineer I	\$140-\$170
Junior Engineer	\$110-\$140
Administration	\$90-\$130
Designer/Drafter	\$90-\$160

Interoffice Memo

Date: 5/14/2026
To: Common Council Members
From: Eric Ruppert, Manager, City Utilities Engineering
RE: SCADA Master Plan
W.O. # 77416

Eric Ruppert
5/14/2026

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. The duty of the Engineer is to develop a comprehensive SCADA Master Plan (Plan) for the City's water and wastewater utility facilities. The final Plan will evaluate the existing process control network at the Water Pollution Control Plant (WPCP) and Three Trivers Filtration Plant (TRFP) to identify deficiencies, future needs, and provide improvement opportunities that ensure system reliability, data integrity, and security.

Implications of not being approved: SCADA (Supervisory Control and Data Acquisition) and associated infrastructure plays a critical role in the treatment of water and wastewater. Evaluating current conditions and preparing for the future provides resiliency for the utility and ensures the utility is prepared as technology advances.

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 5 firms submitted a statement of qualifications. Utilities Engineering staff reviewed the qualifications of all interested firms, established a short list of consultants. A request for proposals was then developed and sent to the selected shortlisted firms. 2 shortlisted firms submitted Competitive Sealed Proposals. 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 CDM Smith for this project and finds their scope and fee of \$424,845.00 to be the best value for this project. The Board of Public Works approved the contract on 5/5/2026.

The cost of said project funded by Sewer Utility

Council Introduction Date: 5/26/2026

CC: BOW
Matthew Wirtz
Jill Helfrich