

BILL NO. S-16-11-02

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT - ASPHALT PLANT REPAIRS between ASPHALT EQUIPMENT COMPANY, INC. d/b/a ALmix (\$224,345.00) and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the CONSTRUCTION CONTRACT - ASPHALT PLANT REPAIRS by and between ASPHALT EQUIPMENT COMPANY, INC. d/b/a ALmix (\$224,345.00) 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 repair/overhaul of the existing City of Fort Wayne Asphalt Plant. Repairs include the purchase and installation of five (5) major components; Hot Oil Heater, Drum, Trunnions, Drag Conveyor, Burner):

involving a total cost of TWO HUNDRED TWENTY-FOUR THOUSAND, THREE HUNDRED FORTY-FIVE AND 00/100 DOLLARS - (\$224,345.00). 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
2 from and after its passage and any and all necessary approval by the Mayor.
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6 _____
 Council Member

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8 APPROVED AS TO FORM AND LEGALITY

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10 _____
11 Carol Helton, City Attorney
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October 31, 2016

13333 HWY 24 W

Fort Wayne, Indiana

46814

Phone 260-672-3004

Fax 260-672-3020

www.almix.com

Ft. Wayne Street Department
Ft. Wayne, IN

Attn: Mr Brian Shlmkus, Commissioner
Ref: Quotations

Dear Mr. Shlmkus,

With reference to the quotations for replacement drum, burner head and drag conveyor as well as hot oil heater and piping, please be aware that we are the sole company with the capability to properly interface these parts. We originally produced the equipment in question and still maintain the fabrication drawings, component part identifiers and upgraded component records. Additionally, we have maintained a strong relationship with plant personnel to allow the repairs to proceed seamlessly with a minimum of downtime and expense. We look forward to continuing to work with your team to make this a successful project.

Sincerely,

Almix

A handwritten signature in cursive script, appearing to read "A. Michael Shurtz".
A. Michael Shurtz, Pres.



October 26, 2016

13333 HWY 24 W

Fort Wayne, Indiana

46814

Phone 260-672-3004

Fax 260-672-3020

www.almix.com

Ft. Wayne Street Department
Ft. Wayne, IN

Attn: Mr Brian Shirmkus, Commissioner
Ref: Quotation 8553

Asphalt Equipment Company, Inc. d/b/a ALmix proposes to furnish to the Purchaser in accordance with the following specifications and general conditions the machinery and/or equipment and/or services described below.

I. HOT OIL HEATER: An ALmix Model HC-150 helical coil type heater with 1,500,000 BTU/HR output capacity is provided to heat the liquid asphalt storage system. The fully automatic unit is complete with heat exchanger, circulating pump, burner, expansion tank, manifold and control system. The helical coiled tube heat exchanger provides for a controlled flow design of maximum thermal efficiency. The coil is schedule 40 seamless pipe close wound and welded. The coil is placed in the heater so that it can expand and contract without fatigue cracking. The last two turns are spaced approximately one inch apart to allow for thermal expansion. The burner fires down the center of the coil with the combustion gases travelling the full length of the coil. The hot gases make a return pass over the outside of the coil and exhaust through the stack at the burner end of the heater. This 12 in. diameter stack includes rain cap with screen and high temperature limit control. The shell of the heater is fabricated from 3/16" steel plate and is lined with 2" thick high temperature ceramic fiber blanket. Front and rear doors provide access to the coil. The rear door includes a sight glass for viewing the flame pattern. The heater and all components are skid mounted. The 80 gal. expansion tank is provided mounted, piped and wired to the heater shell. The expansion tank includes two lines with valves piped to the tank for purging the system during startup. The expansion tank also includes low oil cut off and sight level gauge. The



low oil level control is mounted on the expansion tank and set so that the tank must be filled to the quarter full level. A glass sight gauge is furnished for visual checking. The Powerflame NATURAL GAS burner utilizes the lo-hi-lo firing mode. The burner includes 1/2 H.P. blower, electric spark ignition, on/off firing with automatic air control, control transformer, lo-fire switch, Flare control flame detection system with flame failure bell, fuel pump and first out annunciator. The "first out" annunciator for trouble shooting has lights to indicate the location of a problem. Each light is connected to the interlock circuit being monitored. The following circuits are monitored:

1. low fire limit control
2. stack temperature safety limit
3. low oil level
4. heater hot oil pump motor interlock
5. high temperature oil safety limit

The system oil temperature control consists of an indicating dial control for regulating the desired temperature. Low oil cut off prevents operation of the burner until the proper oil level is achieved. A high temperature control shuts the burner off automatically in the case of high oil temperature. A high limit stack temperature control shuts off the burner automatically in the case of high stack temperature. A low pressure switch shuts off the burner automatically in the case of a drop in pressure on the input side of the coil. The oil circulating system includes one (1) circulating pump driven by a 5 H.P., 3/60/460v motor, Y-strainer, expansion tank with gauge glass assembly, thermometer and pressure relief valve.

II. SPECIAL CONDITIONS

- A. CONTRACT PRICE & PAYMENT SCHEDULE: The contract price for the services quoted herein is \$43,600.00 f.o.b. Fort Wayne, Indiana. The net contract price shall be paid within ten (10) calendar days from the rendering of the aforesaid services.
- B. Wire burner and test fire burner and install new Wire to Purchaser's existing breaker \$1,750.00.
City personnel will connect all gas lines
City personnel will drain hot oil and fill when complete
Furnish two new hot oil pipes \$1,500.00

\$46,850 -

III. SUPPLEMENTAL INFORMATION

A. PURCHASER REQUIREMENTS: The following is a list of items and services which are the responsibility of the Purchaser:

1. Any and all governmental tax, duty or levies.
2. Application and cost for all necessary permits.

Quotation No. 8553
City of Ft. Wayne
10/26/16
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3. All other items not specifically included in this proposal.
4. Natural gas regulator and piping.
5. Heat transfer oil.

RESPECTFULLY SUBMITTED BY:

ORDER BY PURCHASER

The foregoing quotation is hereby
offered as an order by Purchaser.

ALmix

By _____
Name: Mark Martin

Date: _____

ACCEPTANCE OF ORDER BY COMPANY
The foregoing order is hereby accepted
At Ft. Wayne, Indiana, as of the date
Of acceptance.

City of Ft. Wayne

Signature: _____

Name/Title _____

ALmix

By: _____ Date: _____
Name: A. Michael Shurtz, Pres.



August 18, 2016

Fort Wayne Street Dept.
Attn: Mr. Brian Shimkus, Commissioner

Dear Sir,

We are pleased to quote \$38,900.00 F.O.B. the City Yard for one (1) replacement drum shell with tires and flights your existing ALmix Model 6626 Asphalt Drum Mixer. We are also please to quote \$6,980.00 F.O.B. the City Yard for four (4) replacement trunnion rolls for your existing ALmix Model 6626 Asphalt Drum Mixer. Delivery is approximately six (6) after receipt of order and payment is net 30 days after invoice.

Thank you and best regards,

Almix

A. Michael Shurtz, Pres.

13333 HWY 24 W

Fort Wayne, Indiana

46814

Phone 260-672-3004

Fax 260-672-3020

www.almix.com



October 12, 2016

Ft. Wayne Street Department
Ft. Wayne, IN

Attn: Mr. Brian Shirkus, Commissioner
Ref: Quotation 8544

13333 HWY 24 W

Fort Wayne, Indiana

46814

Phone 219-672-3004

Fax 219-672-3020

www.afmix.com

Asphalt Equipment Company, Inc. d/b/a ALmix
proposes to furnish to the Purchaser in accordance with
the following specifications and general conditions the
machinery and/or equipment and/or services described
below.

I. DRAG CONVEYOR

A. GENERAL: The 20" wide x 58' long drag type conveyor is driven by 30 H.P., 1800 RPM, 3/60/460V motor through a shaft mounted Dodge TXT 725 speed reducer. The drag chain is 2268, 4.04" pitch roller type, having alloy steel side bars, carburized bushings, case hardened pins and hardened rollers. The conveyor operates at approximately a fifty (50) degree incline for high efficiency and low abrasion. The head sprocket consists of a heat treated segmental ring which bolts to a hub assembly having a taper lock bushing for positive locking to the 3-15/16" diameter head shaft. The conveyor bottom is fitted with 1/2" thick Hardox 400 alloy plate liners and the sides are fitted with 3/8" thick Hardox liners. A by-pass chute actuated by a 4" diameter air cylinder allows direct loading of trucks. The drag conveyor is supported by Purchaser's existing structure. An air cylinder operated 3,000 lbs. slug feeder is suspended from the drag conveyor to allow the direct loading of trucks. Purchaser's existing electrical equipment shall be utilized to operate the new drag conveyor.

II. SPECIAL CONDITIONS

A. CONTRACT PRICE & PAYMENT SCHEDULE: The contract price for the equipment quoted herein is \$98,900.00 f.o.b. Fort Wayne, Indiana. The net contract price shall be paid as follows: 20% down payment with the order, 80% prior to shipment of the equipment.

III. SUPPLEMENTAL INFORMATION

A. START-UP SERVICE : Two (2) days of startup service is included. Additional service is available at the standard daily rate of \$950/day plus all expenses.

B. MANUALS: ALmix will furnish two copies of a parts and service and operational instructions manual.

C. PURCHASER REQUIREMENTS: The following is a list of items and services which are the responsibility of the Purchaser:

1. Any and all governmental tax, duty or levies.
2. Freight from factory to jobsite. (unless turnkey purchased)
3. Application and cost for all necessary permits.
4. All wiring from the components to the control house.
5. Additional equipment for "blue smoke" abatement if required.
6. Provide additional electrical if required by inspectors, e.g. disconnects at motors, wiring in conduit, UL Approval.
7. Air piping to the plant air compressor
8. All other items not specifically included in this proposal.

IV. TERMS & CONDITIONS OF SALE

1. ACCEPTANCE & DELIVERY: This proposed contract for sale (QUOTATION) is expressly subject to the terms and conditions herein expressed. This quotation becomes a binding agreement between the parties only after it has been signed by the Purchaser and then accepted by a duly authorized officer of ALmix in Ft. Wayne, Indiana. Upon delivery Purchaser agrees that Purchaser shall inspect each product received immediately upon receipt and shall promptly notify ALmix in writing of any non-conformity or defect. Failure to immediately provide such notice shall constitute acceptance of the product. Title shall pass to Purchaser upon delivery to a common carrier. All claims for loss in transit shall be made upon the carrier by the Purchaser. Purchaser shall be responsible for all transportation charges unless otherwise stated herein. ALmix shall not be liable for any delay in delivery of the products or services

Quotation No. 8544

City of Ft. Wayne

10/12/16

Page 3 of 5

described herein or for any damages suffered by Purchaser by reason of said delay, when the delay is caused directly or indirectly, by fire, flood, accident, riot, acts of God, war, governmental interference, strikes, embargoes, labor shortage, materials shortage, transportation shortage or any other cause beyond Almix's control.

2. **PAYMENT & SECURITY INTEREST:** Payment terms are as stated elsewhere within this Quotation. If payment has not been made in full prior to or before delivery of the products and services described herein, or if other debts, obligations and liabilities of the Purchaser to ALmix now exist or hereafter arise then Purchaser hereby grants to ALmix a security interest in the products described herein to secure payment by the Purchaser of all amounts due hereunder. The equipment shall remain personal property in all respects notwithstanding the manner of affixation of the equipment to reality. Purchaser agrees to execute any instrument or document considered necessary by ALmix to perfect its security interest in the equipment, including, but not limited to financing statements.

3. **TAXES:** Prices contained within this contract (Quotation) do not include any taxes applicable to any product, part or other goods or services sold by ALmix. In addition to the purchase price set forth herein, Purchaser shall pay to ALmix upon demand the amount of any sales, use, excise, right of doing business or similar taxes imposed by any federal, state or local taxing authority within the United States or internationally. It is hereby noted that should Purchaser elect to pickup the equipment with Purchaser owned trucks then sales tax at the current rate applicable will be charged on all of the equipment. This tax is unavoidable, regardless of whether the owner has a tax resale number in another state and also is applicable to all municipal, state and federal agencies.

4. **WARRANTY:** Except as otherwise provided herein, ALmix shall repair, or at its option replace F.O.B. point of shipment, any parts furnished hereunder which within one (1) year from date of shipment are found to be defective in design, workmanship, or material, provided operation of the equipment by Purchaser has been in accordance with generally approved practice as instructed by ALmix service personnel or set forth in ALmix or ALmix's vendors service manuals, if any, and provided that the Purchaser notifies ALmix in writing as soon as such defect becomes apparent and ceases operation of defective parts until repaired or replaced. Equipment or parts not manufactured by ALmix carries only the warranty offered by the manufacturer thereof which warranty ALmix will make available to the extent permissible by the manufacturer to Purchaser without recourse to ALmix. Used equipment offered by ALmix is offered "As is, Where is" and carries no warranty whatsoever.

EXCEPT AS ABOVE STATED, ALmix MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO EXPRESS WARRANTIES

EXTENDING BEYOND THE TERMS HEREOF. THE PARTIES FURTHER AGREE THAT ALmix, IS NOT LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, RESULTING FROM ANY BREACH OF WARRANTY OF ANY TERM OF THIS CONTRACT (QUOTATION).

5. CANCELLATION: This agreement may not be suspended or cancelled except with ALmix's prior written consent and, if given, then only after Purchaser reimburses ALmix for expenses, damages, and losses including but not limited to lost profits incurred as a result of said cancellation or suspension.

6. POSTPONED DELIVERY: If, through no fault of ALmix, delivery is delayed or postponed, then Purchaser shall pay to ALmix any additional costs including but not limited to reasonable storage and/or re-handling fees arising from such delay or postponement, together with the balance remaining unpaid on the contract price.

7. CONTROLLING LAW AND JURISDICTION: This contract and all questions regarding the performance of the parties hereunder shall be controlled according to the laws of the State of Indiana. Purchaser hereby agrees to the jurisdiction of the State of Indiana to settle all disputes arising out of this contract.

8. BACK-CHARGES AND ALLOWANCES: ALmix shall not be called upon to make any allowance for material, labor, repairs or alterations made for its account unless authorized beforehand by ALmix in writing.

9. NON-ASSIGNABILITY AND COMPLETE UNDERSTANDING: The rights and the liabilities of the parties hereunder are non-assignable. This agreement constitutes a complete understanding of the entire agreement between ALmix and Purchaser, superseding all prior quotations and understandings both written and oral. Modifications to this agreement shall only be allowed if agreed to in writing by both parties.

Quotation No. 8544
City of Ft. Wayne
10/12/16
Page 5 of 5

RESPECTFULLY SUBMITTED BY: ORDER BY PURCHASER

The foregoing quotation is hereby offered as an order by Purchaser.

ALmix

By: _____ Date: _____
Name: Mike Shurtz

ACCEPTANCE OF ORDER BY COMPANY City of Ft. Wayne

The foregoing order is hereby accepted
At Ft. Wayne, Indiana, as of the date

Signature: _____ Of acceptance.
Name/Title _____

ALmix

By: _____ Date _____
Name: A. Michael Shurtz, Pres.



13333 Hwy. 24 West • Ft. Wayne, IN 46814
Ph: 260-399-2445 • Fax: 260-399-2444

DATE: 9/14/2016
QUOTE#: Q09142016JEA
TO: City of Fort Wayne
ATTN:
PH/FAX:
SERIAL #: 743
QUOTE BY: Jeni Erickson

Terms: Net 30 days
A service charge of 1 1/2% per month,
will be added to accounts not paid when due.
THIS IS AN ANNUAL PERCENTAGE
RATE OF 18%.

PART#	QTY	DESCRIPTION	UNIT COST	TOTAL
	1	Replacement burner	\$16,815.00	\$16,815.00

Delivery:

Terms FOB Factory (Price does not include freight)

TOTAL 16815.00



October 18, 2016

13333 HWY 24 W

Fort Wayne, Indiana

46814

Phone 260-672-3004

Fax 260-672-3020

www.almix.com

Ft. Wayne Street Department
Ft. Wayne, IN

Attn: Mr Brian Shinkus, Commissioner
Ref: Quotation 8549

Asphalt Equipment Company, Inc. d/b/a ALmix proposes to furnish to the Purchaser in accordance with the following specifications and general conditions the machinery and/or equipment and/or services described below.

I. INSTALLATION SERVICES

A. GENERAL: Almix will deliver the previously quoted replacement drum shell and drag conveyor to the City Yard. City employees will disconnect all wiring and piping from the existing drum and drag units. Almix will provide cranes and personnel to dismantle the old drum shell and trunnions and drag conveyor. City personnel will have assembled new Almix supplied trunnions and new City supplied bearings and have them on site for installation by Almix. Almix will provide cranes and personnel to install the new drum shell and drag conveyor. City personnel will connect the new shell and drag conveyor to existing piping and plumbing.

II. SPECIAL CONDITIONS

A. CONTRACT PRICE & PAYMENT SCHEDULE: The contract price for the services quoted herein is \$14,950.00 f.o.b. Fort Wayne, Indiana. The net contract price shall be paid within ten (10) calendar days from the rendering of the aforesaid services.

B. Wire burner and test fire burner \$950.00.
City personnel will connect all gas lines

Net 30
Request revision

III. SUPPLEMENTAL INFORMATION

Quotation No. 8549
City of Ft. Wayne
10/19/16
Page 2 of 2

ALmix

A. PURCHASER REQUIREMENTS: The following is a list of items and services which are the responsibility of the Purchaser:

1. Any and all governmental tax, duty or levies.
2. Application and cost for all necessary permits.
3. All other items not specifically included in this proposal.

RESPECTFULLY SUBMITTED BY:

ORDER BY PURCHASER

The foregoing quotation is hereby
offered as an order by Purchaser.

ALmix

By: _____
Name: Mark Martin

Date: _____

ACCEPTANCE OF ORDER BY COMPANY
The foregoing order is hereby accepted
At Ft. Wayne, Indiana, as of the date
Of acceptance.

City of Ft. Wayne

Signature: _____

Name/Title: _____

ALmix

By: _____ Date: _____
Name: A. Michael Shurtz, Pres.

DIGEST SHEET

Department: Street Department

Resolution Number: N/A

Title of Ordinance: Asphalt Plant Repairs

Awarded To: Almix

Amount of Contract: \$224,345.

Number of Bidders: 1 – Sole Source/Proprietary

Description of Project (Be Specific):

According to the manufacturer, this plant had an expected lifespan of 10-15 years. Through a combination of preventive maintenance and timely repairs we have been able to operate our plant for 18 years. At this time we are faced with conditions that warrant a more extensive overhaul to continue producing asphalt for use by the Street Department on City Infrastructure. Our seasoned operators and the manufacturer have both suggested only two options, repair the existing plant or purchase a new plant. If we pursue the option to repair/overhaul the existing plant, the City should expect another 10-15 years of operation. This is consistent with the life expectancy of a new plant. However, the purchase of a new plant would be six to seven times more expensive while netting us no gains in expected usable life.

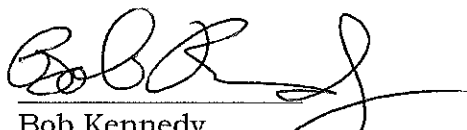
What Are The Implications If Not Approved:

Our asphalt plant provides us the ability to resurface up to 15 miles of streets per year. If the plant goes down, we will have to purchase asphalt from outside vendors at market prices. This would have a significant impact on our asphalt capital program.

If Prior Approval Is Being Requested, Justify: N/A

Additional Comments:

The repairs consist of the purchase of five major components (Hot Oil Heater, Drum, Trunnions, Drag Conveyor, Burner) and onsite installation. The Street Department has funds available to pursue this purchase in 2016. The Street Department performed asphalt overlays for 2016 which required fewer tons of asphalt. The savings are enough to cover the proposed repairs and installation. No additional appropriation will be required.


Bob Kennedy
Director of Public Works

11-3-16
Date