

BILL NO. S-18-04-09

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION
CONTRACT - ROOFTOP PROJECT AT THREE
RIVERS FILTRATION PLANT - RFQ# 4286
between CMS ROOFING, INC. 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 -
ROOFTOP PROJECT AT THREE RIVERS FILTRATION PLANT - RFQ#
4286 by and between CMS ROOFING, 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
for a Rooftop Project at Three Rivers Filtration Plant on two
(2) roofs;

involving a total cost of not to exceed ONE HUNDRED TWO THOUSAND
EIGHT HUNDRED AND 00/100 DOLLARS - \$102,800.00. 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

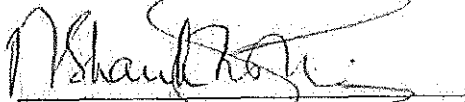
Carol Helton, City Attorney

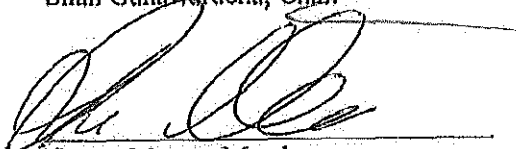
PSA CMS Roofing 3-27-18

Approval of Professional Services Agreement between Fort Wayne City Utilities and CMS Roofing, Inc for a Rooftop Project at Three Rivers Filtration Plant on two roofs. Compensation for services performed shall be a not-to-exceed amount of \$102,800.00.

City of Fort Wayne
Board of Public Works

Date: 3-27-18


Shan Gunawardena, Chair


Kumar Menon, Member


Mike Avila, Member

Attest: 
Michelle Fulk, Clerk

Date: 3-27-18

[illegible]



SERVICE AGREEMENT: _____

SUPPLIER NAME CMS Roofing, Inc.		CITY DEPARTMENT Fort Wayne City Utilities	
STREET ADDRESS PO Box 8585		STREET ADDRESS 200 E Berry	
CITY, STATE, ZIP CODE Fort Wayne, IN 46898		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION Zach Strasser		INVOICE ADDRESS 200 E Berry	
TELEPHONE 260-482-7663	FAX	CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
REMIT-TO ADDRESS		ATTENTION John Clark	
CITY, STATE, ZIP CODE		TELEPHONE 427-2698	FAX

Service Description	Rates
Rooftop Project at Three Rivers Filtration Plant on 2 Roofs	-
Aggregate Price	\$102,800.00

The following is made a part of this Agreement:

SERVICE ADDRESS Three Rivers Filtration Plant 1100 Griswold
CITY, STATE, ZIP CODE Fort Wayne IN 46805
AGREEMENT START DATE February 28, 2018
AGREEMENT END DATE

This Agreement is entered into between Supplier and the City. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER: CMS Roofing, Inc.	City of Fort Wayne
By (Signature): 	By (Signature):
Printed Name: Bradley W. Miller	Printed Name:
Title: President	Title:
Date: 3/22/18	Date:
FEDERAL TAX ID NUMBER: 35-1479306	

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes. If any payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and Invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's 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.
6. **INSURANCE.** Supplier 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:

(b) Worker's Compensation	per statutory requirements
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(c) Products Liability	\$1,000,000 minimum per occurrence
(c) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subdivisions as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Henry Street, Suite 480
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Service, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under Federal, state, or local law, as hazardous or toxic. Supplier must comply with all Federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of advising the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. The contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees will participate in any way in the performance of the Supplier's obligations hereunder but or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROTECTION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically agrees and releases to the City any copyrightable property right of the Supplier to copyright, license, patent or otherwise use such information, data findings, recommendations, proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assumes that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with 1 C.F.R. 52.5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits fraudulently, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet completed and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to 42 U.S.C. 1981-1983, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hiring, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

11/1/2016

RFQ#4286

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department
200 East Berry Street, Ste. 490
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-1376 Fax (260) 427-1393



Vendor Submission

RFQ.....#4286
Description.....Rooftop Project at Three Rivers Filtration Plant on 2 Roofs
Pre-Bid date meeting.....Wednesday, February 21, 2018 at 9am – Non-Mandatory
Pre-Bid location.....Three Rivers Filtration Plant Conference Room, 1100 Griswold, Fort Wayne
RFQ Due Date Wednesday, February 28, 2018 at 11:00 a.m.

Sealed quotes should be delivered to the Purchasing Department at the address specified above up to 11:00 a.m. on or before the opening date. Sealed quotes may be opened publicly at 11:01 a.m. in the Purchasing Conference Room. No quotes will be accepted after 11:00 a.m. for any reason whatsoever.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period. However, the agreement to extend must be completed in written form at the original price and under the original conditions governing the contract.

Prompt payment discounts will be allowed as follows: N/A % if paid within N/A days.

This Request for Quote is issued to establish a contract to supply the City of Fort Wayne with a commodity or service in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid for a period of ninety (90) days.

Company: MS Roofing, Inc.

Signature: [Signature]
(Authorized Representative)

Printed Name: Bradley W. Miller

Title: President

Date: February 28, 2018

RFQ#4286

CITY OF FORT WAYNE, INDIANA

CMS Roofing, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

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

Name: _____ Name: _____

Address: _____ Address: _____

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

sole proprietorship ☐ stock ☐

RFQ#4286

partnership interest (____) units (LLC) (____)
other (explain) _____

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

Name: _____ %

Name: _____ %

RFQ#4286

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)
Including contractual employment for services in the previous 3 years:

Yes _____ No X

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

RFQ#4286

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

Three Rivers Filtration Plant - PO # 17521074-000

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

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

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company	/	Name	/	Payment	Terms:
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RFQ#4286

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

CMS Roofing, Inc.
(Name of Vendor)

3920 Butler Road, Fort Wayne, IN 46808
Address
() 260-482-7663

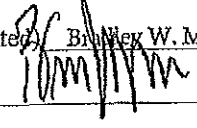
RFQ#4286

Telephone

zach.strasser@cmsroofinginc.com

E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Brian W. Miller Title President
Signature  Date 02/28/18

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



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 62414 (R / 9-10) / Form 96 (Revised 2010)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): February 28, 2018

1. Governmental Unit (Owner): City of Fort Wayne
2. County: Allen
3. Bidder (Firm): CMS Roofing, Inc.
Address: PO Box 8585
City/State/ZIP code: Fort Wayne, IN 46808
4. Telephone Number: 260-482-7663
5. Agent of Bidder (If applicable): Zach Strasser

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Rooftop Project at Three Rivers Filtration Plant on 2 Roofs

(Governmental Unit) in accordance with plans and specifications prepared by _____

City of Fort Wayne and dated _____ for the sum of

One hundred two thousand, eight hundred dollars \$ 102,800.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$100,000 or more -- IC 36-1-12-4)

Governmental Unit: City of Fort Wayne

Bidder (Firm) CMS Roofing, Inc.

Date (month, day, year): February 28, 2018

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
16,800.00	Roofing	08/2017	Fort Wayne Parks & Recreation
209,100.00	Roofing	09/2017	Garrett-Keyser-Butler CSD
116,420.00	Roofing	08/2017	North Adams Community Schools
456,550.00	Roofing	11/2016	Cass County Commissioners

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
98,000.00	Roofing	08/2018	City of Fort Wayne
1,045,000.00	Roofing	06/2018	East Noble Community Schools
513,300.00	Roofing	09/2018	North Adams Community Schools
183,400.00	Roofing	09/2018	City of Fort Wayne

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Do It Best, Ford Meter Box Company, Lincoln National Life Insurance Company,
Dana Corporation, Our Sunday Visitor, Franklin Electric

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per plans and specifications

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Minser Enterprises - Shingles

A Hattersley & Sons - Mechanical

Carrington Masonry - Masonry

RK HydroVac - Ballast Removal

SCS Mechanical - Mechanical

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

None

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All equipment necessary to complete project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Fort Wayne, IN this 28th day of February, 2018

CMS Roofing, Inc.
(Name of Organization)

By [Signature]

Bradley W. Miller, President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Allen) ss

Before me, a Notary Public, personally appeared the above-named Bradley W. Miller and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 28th day of February, 2018

[Signature]
Notary Public

My Commission Expires: December 4, 2019

County of Residence: Noble



BID OF

CMS Roofing, Inc.

(Contractor)

PO Box 8585

(Address)

Fort Wayne, IN 46898

FOR

PUBLIC WORKS PROJECTS

OF

City of Fort Wayne

Rooftop Project at Three Rivers

Filtration Plant on 2 Roofs

Filed _____

Action taken _____

RFQ#4286

EMERGING BUSINESS ENTERPRISE (EBE) DECLARATION FORM

BIDDER MUST CHECK EITHER ☐ A, ☐ B, OR ☐ C BELOW TO DECLARE HIS/HER STATUS AS AN EBE OR AS A NON-EBE CONTRACTOR.

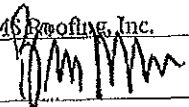
A. ☒ The undersigned firm certifies that it is NOT an EBE Contractor.

B. ☐ The undersigned declares that it IS an EBE Contractor.

Please specify percentage of the economically disadvantaged individual's ownership _____%.

C. ☐ The undersigned declares that it and the firm _____, a certified EBE, have entered a joint venture to perform this contract, and therefore, will be considered to be an EBE contractor for this project.

CONTRACTOR:

_____ CMS Roofing, Inc.
By: 
Its: President

CONTRACTOR:

By: _____
Its: _____

NOTE: A successful, non EBE bidder will be required to sign an EBE Rider attached to the final contract. In the Rider, the successful bidder must agree that he/she will make a good faith effort to subcontract 10% of the overall contract amount to EBE certified subcontractors. A percentage less than 10% may be stipulated by the Owner in the Instructions to Bidders, but it is the Owner's goal to strive for 10%, pursuant to Executive Order 90-01 (as amended 12-19-91) of the City of Port Wayne.

The contract will be awarded to the lowest bidder who is responsive and responsible. EBE commitment is not a part of the contract award. The successful bidder will be required to sign the EBE Rider or the contract will not be signed by the Owner.

RFQ#4286

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Fort Wayne must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, Bradley W. Miller, a duly authorized agent of CMS Roofing, Inc. (name of Company), declare under penalties of perjury that CMS Roofing, Inc. (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

CMS Roofing, Inc.
(Name of Company)
By: [Signature]
(Authorized Representative of Company)

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

Subscribed and sworn to before me on this 28th day of February, 2018.

My Commission Expires: 12/04/19

County of Residence: Noble

[Signature]
Notary Public - Signature

Megan B. Krider
Notary Public - Printed Name



RFQ#4286

We have 2 Roof Tops we would like sent out to get bids.

Roof # 1: Structure 3190: Area: PLANT 1 FILTER BUILDING South (Approx.2900sq. ft.)

Roof #2: Structure 3290: Area: PLANT 2 FILTER BUILDING South (Approx.2900sq. ft.)

The specs are attached.- City of Fort Wayne_Modified Bitumen Roof Spec

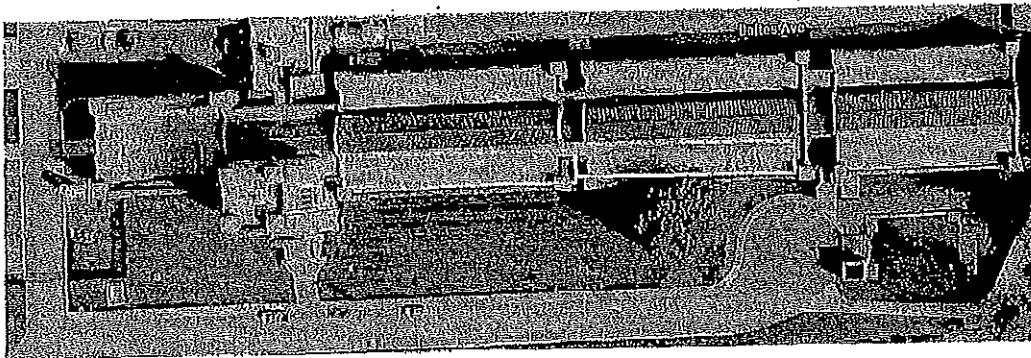
Current Rooftops:

~~Plant 1 Filter Building South:~~

Structural Deck: Concrete
Roof Membrane: Asphalt Built-up Roof
Membrane Surfacing: Aluminum Coating
Membrane Flashings: Modified Bitumen
Structural Slope: Yes
Roof Size (approx.) 2,900 sq. ft. on the Modified Roof

~~Plant 2 Filter Building South:~~

Structural Deck: Concrete
Roof Membrane: Asphalt Built-up Roof/
Membrane Surfacing: Aluminum Coating
Membrane Flashings: Modified Bitumen
Structural Slope: Yes
Roof Size (approx.): 2,900 sq. ft. on the Modified Roof



1. Tear off existing roof down to structural deck
2. Install minimum 3.5" polyisocyanurate roof insulation set in bed of urethane insulation adhesive
3. Install ½" Densdeck prime coverboard (or equal) in urethane insulation adhesive

RFQ#4286

4. Adhere Derbibase Ultra In cold applied adhesive (or equivalent product)
5. Adhere Derbicolor GP-Fr In cold applied adhesive (or equivalent product)
6. Furnish and install new 24-gage counterflashings
7. Provide Owner with 20 year manufacturer's No Dollar Limit warranty

TOTAL COST FOR PROJECT \$ 102,800.00 (One hundred two thousand, eight hundred dollars)

PSA - CMS Roofing 3-27-18

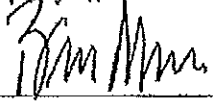
CONTRIBUTION STATEMENT BY A BUSINESS ENTITY

I, Bradley W. Miller, under the penalties of perjury, affirm and state as follows:

1. I am over the age of eighteen (18) years old.
2. I am an officer or party of the below named company/firm, a business entity within the meaning of Section 37.28 of the Fort Wayne Municipal Code of Ordinances (the "City Code").
3. As an officer or party of the below named company/firm, I am authorized to execute this *Contribution Statement by a Business Entity* on behalf of said business entity.
4. Since January 1, 2018, neither the below named company/firm, nor any of its covered principals, partners, officers, subsidiaries, or other individuals as defined in Section 37.28 has made a contribution to any City of Fort Wayne candidate or holder of public office, whether directly or indirectly by contribution to such candidate's or holder of public office's campaign committee, a City or Allen County party committee or a political action committee that regularly engages in the support of municipal elections and/or municipal parties in the City of Fort Wayne, which would prohibit the City of Fort Wayne from negotiating or entering into a contract with the below named company/firm under Section 37.28 of the City Code.
5. This *Contribution Statement by a Business Entity* is made pursuant to Section 37.28 of the City Code to support approval of a contract between the City of Fort Wayne, Indiana and the below named company/firm.

CMS Roofing, Inc.

Company/Firm

By: 

March 22, 2018

Date

Printed: Bradley W. Miller

Title: President

Interoffice Memo

Date: April 3, 2018
To: Common Council Members
From: John Clark, City Utilities Deputy Director of Capital Assets
RE: **Rooftop Project at Three Rivers Filtration Plant**

Members of City Council:

This ordinance is to authorize the Services Agreement between Fort Wayne City Utilities and CMS Roofing, Inc for a Rooftop Project at Three Rivers Filtration Plant on two roofs.

The compensation for services performed shall be a not-to-exceed amount of \$102,800.00.

If you have any questions, please let me know.

John Clark
Fort Wayne City Utilities
Deputy Director of Capital Assets

CC: BOW
Justin Brugger
Diane Brown
Chrono
File