

1 **BILL NO. S-20-01-26**

2 **SPECIAL ORDINANCE NO. S-_____**

3 **AN ORDINANCE** approving the awarding of QUOTE
4 #8904 - PURCHASE AND INSTALLATION OF THE
5 COLD FEED SYSTEM AT THE ASPHALT PLANT -
6 \$164,960.00 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and ALMIX for
the STREET DEPARTMENT.

7 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF**
8 **THE CITY OF FORT WAYNE, INDIANA;**

9 **SECTION 1.** That QUOTE 8904 - PURCHASE AND INSTALLATION OF
10 THE COLD FEED SYSTEM AT THE ASPHALT PLANT between the City of Fort
11 Wayne, by and through its Department of Purchasing and ALMIX for the STREET
12 DEPARTMENT, respectfully for:

13 purchase and installation of the Cold Feed System at the Asphalt
14 Plant. Almix is a proprietary/sole source vendor;

15 involving a total cost of ONE HUNDRED SIXTY-FOUR THOUSAND NINE
16 HUNDRED SIXTY AND 00/100 DOLLARS all as more particularly set forth in said
17 QUOTE #8904 - PURCHASE AND INSTALLATION OF THE COLD FEED
18 SYSTEM AT THE ASPHALT PLANT which is on file in the Office of the
19 Department of Purchasing, and is by reference incorporated herein, made a part
20 hereof, and is hereby in all things ratified, confirmed and approved.
21
22
23
24
25
26
27
28
29
30

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

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



743B

SERVICE AGREEMENT: _____

SUPPLIER NAME ALmix Asphalt Equipment		CITY DEPARTMENT Property Management – 200 E Berry St	
STREET ADDRESS 13333 Highway 24 W		STREET ADDRESS 200 E Berry St, Suite 510	
CITY, STATE, ZIP CODE Fort Wayne IN 46814		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION A. Michael Shurtz		INVOICE ADDRESS Same	
TELEPHONE 260-672-3004	FAX	CITY, STATE, ZIP CODE	
REMIT-TO ADDRESS		ATTENTION Barry Marquart	
CITY, STATE, ZIP CODE		TELEPHONE 260-427-1457	FAX 260-427-1393

Service Description

Rates

Furnish and Install Machinery and/or Equipment and/or Services to the Asphalt Plant Located at Street Department	
Aggregate Price	\$164,960.00

The following is made a part of this Agreement:

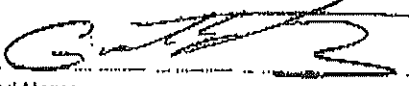
Quote #8409

SERVICE ADDRESS 1701 Lafayette Street
CITY, STATE, ZIP CODE Fort Wayne, IN 46802
AGREEMENT START DATE tbd
AGREEMENT END DATE tbd

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: ALmix Asphalt Equipment

City of Fort Wayne

By (Signature): 	By (Signature):
Printed Name: Grant Shurtz	Printed Name:
Title: VP	Title:
Date: 1/16/2020	Date:
FEDERAL TAX ID NUMBER: 35-0903685	

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the High 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 submitted by affidavit, all satisfactory to the City, establishing that all liens and claims against the City 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 an independent contractor with respect to each other. The persons provided by Supplier in performing 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 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 parties 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, in current or future 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. Actual gross negligence or knowing or 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 required hereon, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements.

(a) 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
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
700 West Henry Street, Suite 400
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, 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 notifying the City that work is progressing in line with the schedule, and that completion can be reasonably expected on the scheduled date. This 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 is nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has 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 means disclosed and by whatever means therein received, 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 waives and/or releases to the City any copyrightable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations, proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, statistics, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and warrants 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. **EMPLOYEE CERTIFICATION.** In accordance with 42 CFR 2.22-5.1.7, 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 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 alien.
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, the Americans 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 al. 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. **WARRANTY.** 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 insolvency, 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 tendered 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 IC 22-2-1-10, 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 hire, tenure, 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 shall signify 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.



CITY DEPARTMENT PROJECT REQUEST

DATE: 01-14-2020

DEPARTMENT: Street Department

PERSON REQUESTING PROJECT: Brian Shimkus

PHONE NUMBER: 427-2333

DESCRIPTION OF PROJECT: *(Attach Supporting Documentation)* Replace Cold Feed System at our asphalt plant

BUDGET YEAR: 2020

EXPLAIN WHY PROJECT IS NEEDED IN BUDGET YEAR ABOVE:

The lower half of our cold feed system started to rust out significantly in 2017. We did extensive welding in 2018 and we were able to continue asphalt operations for the remainder of 2018 and 2019. The lower half of the system continues to rust due to the age (20 years) and normal wear and tear. We are unable resolve this problem with more welds and have come to the conclusion that replacing the cold feed system is in the best interest of our department and the citizens of Fort Wayne. We currently pave 10-15 miles of city streets each year and are responsible for all pothole maintenance inside the city limits. We also supply cold mix to WMS and WPCM as needed.

APPROXIMATE COST: 164,960.00

DEPARTMENT HEAD APPROVAL :Brian Shimkus

This section completed by Property Management.

IS PROPERTY MANAGEMENT BUDGET AVAILABLE: YES OR NO

PROPERTY MANAGEMENT APPROVAL: [Signature]

DATE: 1/22/20

CONTROLLER APPROVAL: [Signature]

DATE: 1/22/2020

In June of 2019 we reached out to Almix for a quote to replace our existing Cold Feed System at our asphalt plant. The reason this project must be proprietary/ sole source, non bld is due to the fact that our plant was manufactured by Almix in 1998. The Cold Feed System including the Feeder Bin, Belt Feeders and Aggregate Scalping Screen provided by Almix are all designed for the asphalt plant we have.

Brian Shimkus



June 20, 2019
Quotation #8904

Fort Wayne Street Department
Fort Wayne, IN

13333 HWY 24 W

Fort Wayne, Indiana

46814

Phone 260-672-3004

Fax 260-672-3020

www.almix.com

Attn: Mr. Brian Shimkus, Commissioner
Ref: Quote 8904

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. COLD FEED SYSTEM

A. FEEDER BIN : A four (4) compartment feeder bin assembly is provided. Each compartment is constructed from 1/4" thick steel plate and has an 8' x 12' top opening and approximate 18 ton heaped capacity [based on 100lb/cu.ft. material]. Top lip and bin mid-section are each heavily reinforced with 3/8" thick bent steel plate for added strength and durability. Two foot high bin dividers are provided to prevent cross flow of materials. Bin bottoms are designed with tapered openings to minimize bridging and reduce aggregate drag on feeder sides.

B. BELT FEEDERS : Each compartment is equipped with a 24" wide x 7' long belt feeder assembly powered by a 3 H.P., 3/60/460v, TEFC, Inverter rated, helical gear motor. Each belt feeder assembly includes 12" diameter lagged head pulley, 12" diameter self-cleaning tail pulley, 2-ply rated belting, 4" diameter, 35° permanently sealed idler rollers on 6" centers, belt take-up assembly and easily adjustable flow depth control gate. The unique troughing roller design utilized by the belt feeders eliminates leakage without the need for troublesome rubber flashing. Each belt feeder is equipped with a material flow detector. The belt feeder discharge point is fitted with material funnels to prevent spillage as material is transferred to the collecting belt.

C. AGGREGATE SCALPING SCREEN : Two 3' x 4' single deck aggregate scalping screens is driven by a 2 H.P., 3/60/460v motor and is complete with reject chute and support structure. The screen is mounted perpendicular to material flow so that rejected material flows off the screen without being required to make a directional

Quotation No. 8904
City of Fort Wayne
6/20/2019
Page 2 of 5

change. This configuration allows more precise screening without changing screens when changing mixes and eliminates the need for an independent cold feed conveyor.

D. COLLECTING CONVEYOR : Current conveyor and frame will be reused.

E. MECHANICAL INSTALLATION : The current four bins and feeders will be cutoff the current frame and removed by crane to purchaser's trucks for removal. The new four bins and feeders will be hauled over and installed on the frame.

F. ELECTRICAL INSTALLATION : The current electrical for the feeders will be unwired from the J-box for removal. The new feeders will be wired into the current J-box located on the frame.

B. CONTRACT PRICE & PAYMENT SCHEDULE: The contract price shall be paid as follows: 20% downpayment with order; balance prior to delivery of the equipment. The contract price for the goods and services quoted herein is \$164,960.00.

II. SUPPLEMENTAL INFORMATION

A. START-UP SERVICE : ALmix will furnish the services of a field engineers to supervise the erection and/or setting up of the equipment furnished within the scope of this quotation and will assist and instruct the employees of the Purchaser in the operation thereof.

B. MANUALS: ALmix will furnish parts and service documentation.

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. Reimbursement for any doing business tax.
3. Application for all necessary permits.
4. All trenches, dirt work, underground and storm water.
5. Ramps for feeder.
6. Any paving where required.
7. All foundations, anchor bolts, weld plates and/or paving where required.
8. All treated and/or compacted soil where required.
9. Grounding system for all equipment.
10. All lubricants and heat transfer oil.
11. Certification of installations by State PE if required.

Quotation No. 8904
City of Fort Wayne
6/20/2019
Page 4 of 5

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

Quotation No. 8904
City of Fort Wayne
6/20/2019
Page 3 of 5

12. Additional equipment for "blue smoke" abatement if required.
13. Provide all loaders and trucks and operators for calibration.
14. Provide additional electrical if required by inspectors, e.g. disconnects at motors, wiring in conduit, UL Approval.
15. All other items not specifically included in this proposal.

III. 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 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 realty. 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

Quotation No. 8904
City of Fort Wayne
6/20/2019
Page 5 of 5

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.

RESPECTFULLY SUBMITTED BY:

ORDER BY PURCHASER

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

ALmix

By _____
Name: A. Michael Shurtz

Date: _____

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

City of Fort Wayne
Signature: _____
Name/Title Street Commissioner

ALmix

By: A. Michael Shurtz Date 1-16-20
Name: A. Michael Shurtz, Pres.

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs & BIDS

Bid/RFP #	
Awarded To	ALmix
Amount	\$164,960.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	0
Number of Bidders	0
Required Attachments	RFPs – attach Award Matrix; Bids – attach Tab Sheet

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	None

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	
Sole Source/ Compatibility Justification	PROPRIETARY MEMO FROM BRIAN SHIMKUS & PROJECT REQUEST FROM

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	
--	--

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Replacement of Cold Feed System Equipment for Asphalt Plant at the Street Department. Quotation #8904

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	

FUNDING SOURCE

<i>Account Information.</i>	PROPERTY MANAGEMENT BUDGET #00022303-5369



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

Property Management Department
200 E. Berry St., Suite 490
Fort Wayne, IN 46802
(260) 427-1457
Fax: (260) 427-1393

January 22, 2020

City Council Members
City of Fort Wayne

RE: Asphalt Plant Project

Dear Council Members:

On June 20, 2019 ALmix proposed to the Street Department Commissioner Brian Shimkus Quotation #8904 to replace the proprietary Cold Feed System at the Asphalt Plant for a cost of \$164,960.00.

We are asking for City Council approval of this proprietary replacement quote. The funds for these expenditures will be appropriated out of Property Management Fund 00022303-5369.

If you have any questions on the above, please feel free to contact me at 427-1457.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry C. Marquart", is written over a horizontal line.

Barry C. Marquart
Property Manager – 200 E. Berry St.

ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802 • www.cityoffortwayne.org
An Equal Opportunity Employer