

BILL NO. S-24-07-01

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving the awarding of ITB #2024040 - SERVICE AGREEMENT – FOELLINGER-FREIMAN BOTANICAL CONSERVATORY BOILERS REPLACEMENT PROJECT - (\$234,933.00) between ALLIED MECHANICAL, INC. and the City of Fort Wayne, Indiana, for the PARKS AND RECREATION DEPARTMENT, by and through its Board of Park Commissioners.

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

SECTION 1. That ITB ##2024040 - SERVICE AGREEMENT – FOELLINGER-FREIMAN BOTANICAL CONSERVATORY BOILERS REPLACEMENT PROJECT - between ALLIED MECHANICAL, INC. and the City of Fort Wayne, Indiana, for the PARKS AND RECREATION DEPARTMENT, by and through its Board of Park Commissioners, respectfully for:

TURNKEY INSTALLATION OF NEW BOILERS, COMPONENTS AND SERVICES TO UPGRADE THE EXISTING BOILER SYSTEM AT THE FOELLINGER-FREIMANN BOTANICAL CONSERVATORY;

involving a total cost of TWO HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED THIRTY-THREE AND 00/100 DOLLARS – (\$234,933.00) all as more particularly set forth in said ITB ##2024040 - SERVICE AGREEMENT – FOELLINGER-FREIMAN BOTANICAL CONSERVATORY BOILERS REPLACEMENT PROJECT - which is on file in the Office of the City Clerk, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

Bid Tabulation

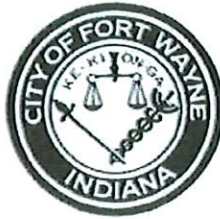
Project Name: Foellinger-Freimann Botanical Conservatory Boilers Replacement

QuestCDN No.: 9119903

Project No.: 2024040

Bids Due: 6/07/2024 at 11:00am EST

CONTRACTOR:	Flow-Tech	Allied Mechanical Inc.	
Base Bid (including \$5,000 allowance):	\$243,400.00	\$234,933.00	
TOTAL	\$243,400.00	\$234,933.00	



CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

This Document may be completed electronically at the following website address
<https://tinyurl.com/COFWAffirmativeAction>

NAME OF COMPANY Allied Mechanical Inc

ADDRESS 920 Middle St New Haven, IN CITY, ZIP CODE 46774

E-MAIL ADDRESS jerry@alliedmechinc.com PHONE # 260-749-1600

FAX # 260-749-1611

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Jerry Trowbridge
Name: (please print)

Co-Owner
Title:

5/10/2024
Date:

Jerry Trowbridge
Signature:

1. Does your firm have a written Affirmative Action Program? Yes X No
- A. **If so**, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. **If not**, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

SECTION 004581
AFFIRMATIVE ACTION

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes No

3. Current number of employees 15

Number of employees in **January of this Year** 15

4. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.)

We hire through the Plumbers and Steam Fitters Local 166

5. List minority recruitment sources below:

Agency

Contact Person

Date

6. Does this company anticipate an increase in employment this year? Yes X No

Approximately how many?

7. What specific goals can you achieve for the employment of minorities in the following labor classifications during this current year:

A.	Officials and Managers	<u> </u>	%
B.	Professionals	<u> </u>	%
C.	Technicians	<u> </u>	%
D.	Sales	<u> </u>	%
E.	Office and Clerical	<u> </u>	%
F.	Skilled Craftsman	<u> </u>	%
G.	Other	<u> </u>	%

8. **WRITTEN STATEMENT OF COMPANY POLICY**

It is the policy of Allied Mechanical Inc that Equal Employment Opportunity is afforded to all qualified persons without regard to race, sex, religion, color, national origin, disability, age or veteran status.

In support of this policy, Allied Mecanical Inc will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, sex, age, disability or veteran status.

The Owners will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age or veteran status. Such action will include but not be limited to: Recruitment, advertising or solicitation for employment hiring, placement, upgrading transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Allied Mechanical Inc
Name of Company or Firm

5/10/2024
Date


Signature of Highest Company Official

Co-Owner Jerry Trowbridge
Name and Title of Signer

Please type or print

STATISTICAL INFORMATION FOR
AFFIRMATIVE ACTION / VENDOR COMPLIANCE

Allied Mechanical Inc
Name of Contractor or Supplier
Jerry Trowbridge
(Information Given By)
920 Middle St New Haven, IN 260-749-1600
Address and Telephone Number
Jerry Trowbridge
Person Filling Out This Form and Data

EEOC CATAGORY	EMPLOYEES BY RACE/ETHNICITY/SEX										DISABLED EMPLOYEES										TOTAL EMPLOYEES
	W		BLK		H		OTHER		(Designate)		W		BLK		H		OTHER				
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F			
1. OFFICIAL & ADMINISTRATORS	2	1																	3		
2. PROFESSIONALS																					
3. TECHNICIANS																					
4. OPERATIVES																					
5. LABORER																					
6. OFFICE AND CLERICAL																					
7. SKILLED CRAFT WORKERS																					
8. SERVICE - MAINTENANCE WORKERS	12																		12		
9. SALES WORKERS																					
TOTALS	14	1																	15		
PERCENTAGES																					

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

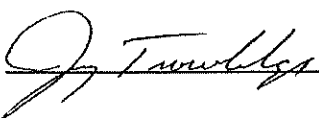
The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dress areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, sex, age, disability or veteran status because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certification in his files.

Note: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 5/10, 2024
month, day year

Allied Mechanical Inc

Name of Bidder

By: 

Title: Co-Owner
Official Address & Zip Code

END OF SECTION 004581

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jerry Trowbridge, the Co-Owner
Name

_____, of Allied Mechanical Inc
Position _____ Company _____

1. The Financial Statement of said Company, dated the 10 day of May, 20 24, now on file in the office of Parks and Recreation Department of Fort Wayne, Indiana, made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,
2. I am familiar with the books of said Company, showing its financial condition and am authorized to make this certificate on its belief.

DATE: 5/10/2024

Signature _____

Jerry Trowbridge
Printed Name of Signatory

ACKNOWLEDGED

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 10 day of may, 2024.

Katherine Perick
NOTARY PUBLIC

KATHERINE RORICK
Notary Public Printed Name

A Resident of Allen County.

My Commission Expires 7-17-2025

END OF SECTION 004582

EMERGING BUSINESS ENTERPRISE (E.B.E.) DECLARATION FORM
(For Federal Projects, this is an MBE/WBE Declaration Form)

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

- A. X The undersigned firm declares that it is not an E.B.E. contractor.
- B. The undersigned firm declares that it is an E.B.E. contractor. Please specify percentage of the economically disadvantaged individual's ownership: %.
- C. The undersigned declares that it and the firm , a certified E.B.E., have entered a joint venture to perform this contract, and therefore will be considered to be an E.B.E. contractor for this project.

☐ If the City has placed an "x" in this space, the project on which you are bidding is a federally funded project. Therefore, the bidder must also identify his/her status as a Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE), if such status exists.

- D. The undersigned firm declares that it is certified MBE Contractor.
- E. The undersigned firm declares that it is a Certified WBE Contractor.

Contractor:

Contractor:

By: Jerry Trowbridge

By:

Its: Co-Owner

Its:

NOTE: A successful, non-E.B.E. bidder will be required to sign an "E.B.E. 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 E.B.E. – 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 05/08/06) of the City of Fort Wayne.

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

EBE/MBE/WBE WAIVER/REDUCTION APPLICATION

Type of Waiver Requested: _____ EBE _____ MBE _____ WBE

Project Resolution Number: _____

Project Name: _____

Submitted By: _____

Address: _____

City, State Zip Code: _____

Phone: _____ Email: _____

Each of the following elements must be present in order to determine whether or not a reduction or waiver is appropriate. Please provide adequate documentation and information to show why a reduction or waiver of the goal is being sought. (If the space given is not sufficient, please attach additional pages as needed.)

1. Please give detailed statement of efforts to identify and select portions of the project to sub contract.

2. Please provide a list of your contact with EBE/M/WBE firms.

☐ Name of firm contacted: _____

Address: _____

Phone: _____

Contact Date & Time: _____

Method: ☐ Phone ☐ Fax ☐ Written ☐ Other (explain): _____

☐ Name of firm contacted: _____

Address: _____

Phone: _____

Contact Date & Time: _____

Method: ☐ Phone ☐ Fax ☐ Written ☐ Other (explain): _____

☐ Name of firm contacted: _____

Address: _____

Phone: _____

Contact Date & Time: _____

Method: ☐ Phone ☐ Fax ☐ Written ☐ Other (explain): _____

[If more contacts were attempted, please attach additional pages of documentation]

COPIES OF ALL WRITTEN OR FAX SOLITIFICATIONS MUST BE ATTACHED

3. If a reduction or waiver is being sought because of reasons other than prices, the contractor must provide the following information:

a. Detailed statement of WHY no EBE/M/WBE firm was subcontracted:

4. If a reduction or waiver is being sought because prices quoted by EBE/M/WBE firms were higher than non-EBE/M/WBE firms, the contractor must provide the following information:

a. Price Quoted:

<u>Contractor</u>	<u>Price Quoted</u>
1.	1.
2.	2.
3.	3.
4.	4.

b. Detailed statement of the work identified for EBE/M/WBE participation for which the contractor asserts the EBE/M/WBE quote(s) was higher than non-EBE/M/WBE firms. Please summarize direct negotiations with EBE/M/WBE firms for specific portions of the work (and document the dates and time when negotiations occurred), and please indicate why negotiations were unsuccessful:

c. Please include other documentations that demonstrate that the EBE/M/WBE quotes were higher than non-EBE/M/WBE firms.

5. Summary:

I, _____ of _____ (company) hereby

request a reduction of _____ % from the EBE/M/WBE participation goal. This request is being sought for the reason explained above.

(If the contractor desires to state further reason why the waiver should be accepted, please attach additional pages.)

Signed: _____ Date: _____

Title: _____

END OF SECTION 004583

**CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**

State Form 52414 (R2/2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (mo / dy / year): 5/10/24

1. Governmental Unit (Owner): City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Allied Mechanical Inc
Address: 920 Middle St
City / State / ZIP code: New Haven, IN 46774
4. Telephone Number: 260-749-1600
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Fort Wayne (Governmental Unit)

In accordance with plans and specifications prepared by the Parks and Recreation Dept
and dated 6/6/2024 for the sum of Two Hundred and Thirty-Four \$ 234,933.00
Nine Hundred and Thirty-Three

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 _____, 20____ subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more - IC 36-1-12-4)

Governmental Unit: City of Fort Wayne

Bidder (Firm): Allied Mechanical Inc

Date (mo/dy/year): 5/10/24

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
\$52,493.00	Boiler replacement	9/1/24	Jennings Center FW Parks

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

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.

Adams Memorial

Red Cross

NS Railroad

City of New Haven

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.)

We will remove the old boilers, set the new boilers, reconnect the flue, water lines and electrical.

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.

J & N Sheet Metal 2828 Covington Rd Fort Wayne, IN

MP Kuhn Insulation IN-37 Harlan, IN

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.

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.

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.

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 _____ this 4th day of June, 2024.

Allied Mechanical Inc
(Name of Organization)
By Jerry Trowbridge
CO-Owner
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF ALLEN) SS

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

Subscribed and sworn to before me this 4th day of June, 2024.
Katherine Reisk
Notary Public

My Commission Expires: 7-17-2025

County of Residence: Allen

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

Allied Mechanical Inc

(Contractor)

920 Middle St New Haven, IN 46774

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Botanical boiler replacement

Quest CDN# 9119903

Parks Project 2024040

Filed _____, _____

Action taken _____

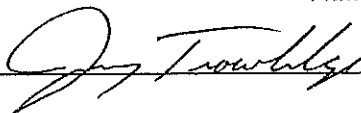
END OF SECTION 004584

INDIANA CONTRACTOR QUALIFICATION CERTIFICATION

Pursuant to Indiana Code 5-16-13, Contractor hereby certifies that he/she shall be qualified under either IC 4-13-6.4 (Qualification for State Public Works Projects) or IC 8-23-10 (Qualifications of Bidders for Contracts) prior to performing any work on a City of Fort Wayne Board of Park Commissioners Project. Contractor further certifies that subcontractors of Contractor awarded subcontracts on a Public Works Contract in excess of \$300,000 shall be qualified under the applicable statute. Contractor acknowledges that if he/she violates any of the foregoing qualification requirements, he/she shall be ineligible to bid on Public Works Contracts for such time period as the City determines.

Allied Mechanical Inc

Name of Company

By:  (Signature)

Jerry Trowbridge

(Printed Name)

Title: Co-Owner

END OF SECTION 004585

CITY OF FORT WAYNE, INDIANA

Allied Mechanical 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 ☐
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: _____ %

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 _____

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).

HVAC Preventative Maintenance

- 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: _____

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:

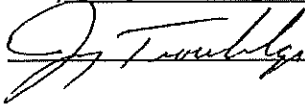
- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or 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.

SECTION 004586
CONFLICT OF INTEREST

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

<u>Allied Mechanical Inc</u>	<u>920 Middle St New Haven, IN</u>
(Name of Vendor)	Address
	<u>(260) 749-1600</u>
	Telephone
	<u>jerry@alliedmechinc.com</u>
	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.

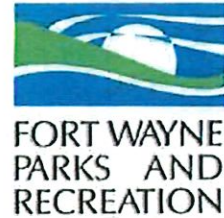
Name (Printed) <u>Jerry Trowbridge</u>	Title <u>Co-owner</u>
Signature <u></u>	Date <u>5/10/24</u>

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

END OF SECTION 004586



Drug Policy Acknowledgement Form



Pursuant to Article 19.08B of the Instructions to Bidders, Contractor acknowledges the City of Fort Wayne has in place Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/purchasing-home.html>. As a condition of being awarded any contract, the successful Bidder shall sign this Drug Policy Acknowledgement and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the City of Fort Wayne.

The undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of Fort Wayne's Alcohol and Drug Policy.

Allied Mechanical Inc

Name of Company

Jerry Trowbridge Co-Owner

Name and Title

Drug Policy Acknowledgement Form
00 54 52-1

END OF SECTION 004587

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Allied Mechanical Inc

Name of Company

By:

[Signature]
Title

ACKNOWLEDGEMENT

STATE OF INDIANA)

) SS

COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and seal this 4th day of June, 2024.

My Commission Expires: 7-17-2025

Katherine Rorick
Signature of Notary Public

KATHERINE RORICK
Printed Name

Resident of Allen County

END OF SECTION 004588

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she 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/She 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.

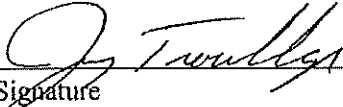
OATH AND AFFIRMATION

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

Allied Mechanical Inc
Name of Company

Jerry Trowbridge
Printed Name of Person Signing

Co-Owner
Title


Signature

5/10/2024
Date

ALLIED MECHANICAL, INC.

920 MIDDLE STREET
NEW HAVEN, IN 46774

FIRST MERCHANTS BANK

18054

71-65/749

6/6/2024

PAY TO THE
ORDER OF

Fort Wayne Board of Parks Commissioners

\$ 11,747⁰⁰

Eleven Thousand Seven Hundred and Forty-Seven

DOLLARS

MEMO

Botanical Butler Project
Bid Bond



Patric J. Gazdinski
AUTHORIZED SIGNATURE

MP

⑈018054⑈ ⑆074900657⑆ ⑈1388349⑈

ALLIED MECHANICAL, INC.

18054

ALLIED MECHANICAL, INC.

18054

PAYMENT
RECORD

Botanical boiler replacement project

	15-19 July	22 thru 26	29 thru 31	1-2 Aug	5 thru 9	12 thru 16	19 thru 23
Demo existing chillers							
Set new chillers							
Connect piping to chillers							
Install electrical to chillers							
Insulate chilled water piping							
Perform start-up on chillers							

Allied Mechanical Inc.

Botanical Conservatory boiler project

Equipment cost	\$120,585
Material cost	21,044
Flue piping cost	\$17,356
Electrical cost	\$4,600
Insulation	\$4,025
Permit	\$900
Labor	\$35,490
Performance bond	\$6,000
Contengency	\$5,000
Total	\$215,000



SERVICE AGREEMENT:
Foellinger-Freimann Botanical Conservatory Boilers Replacement
Project #2024040, Quest #9119903

SUPPLIER NAME Allied Mechanical, Inc.	CITY DEPARTMENT Parks and Recreation
STREET ADDRESS 920 Middle Street	STREET ADDRESS 705 E. State Blvd.
CITY, STATE, ZIP CODE New Haven, IN 46774	CITY, STATE, ZIP CODE Fort Wayne, IN 46805
ATTENTION/ PHONE Jerry Trowbridge 260.749.1600	ATTENTION/ PHONE Troy Bates 260.427.6922

Service Description	Rates
The removal and replacement of existing out dated Boilers with new more efficient Boilers.	Base Bid \$ 234,933.00
Aggregate Price	\$234,933.00

The following is made a part of this Agreement:

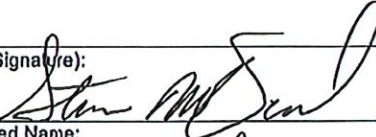
This Agreement is entered into between Supplier and the City. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent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

SUPPLIER:

For Independent Contractors: Will any individuals other than yourself perform work on this project? Yes ☐ No ☒
o If yes, see reverse side for Worker's Comp. requirement.

By (Signature): 
Printed Name: **Jerry Trowbridge**
Date: **6/13/24**

BOARD OF PARK COMMISSIONERS:

By (Signature): 
Printed Name: **STEVE MCDANIELS**
Date: **6/17/24**

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

* Independent Contractors that hire others and indicate that they do NOT carry workers comp insurance must submit a valid Clearance Certificate approved by the Worker's Compensation Board of Indiana.

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 non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
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 assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured 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 it 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 PROHIBITION.** 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 waives and/or releases to the City any cognizable 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, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures 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 I.C. 422-5-1-7, 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 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 rendered 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 21-9-1-10, 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 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 supercedes all prior agreements and understanding, 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 effect 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.



E.B.E. RIDER:

Foellinger-Freimann Botanical Conservatory
Boilers Replacement
Project #2024040, Quest #9119903

E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as OWNER and Allied Mechanical, Inc., hereinafter referred to as CONTRACTOR,

WITNESSETH:

WHEREAS, the CONTRACTOR is the apparent low bidder on construction project commonly referred to as the Foellinger-Freimann Botanical Conservatory Boilers Replacement, which project was bid under Quest CDN Number QCDN# 9119903.

WHEREAS, CONTRACTOR agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as E.B.E.'s as subcontractors on this project is 10% of the contract amount; and

WHEREAS, OWNER has, pursuant to Executive Order 90-01 (as amended 05-08-06), adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order (as amended 05-08-06); and

WHEREAS, said Executive Order (as amended 05-08-06) states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the efforts taken to comply with the participation goals."

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditional Award - Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, OWNER awards the construction contract to the CONTRACTOR.
2. E.B.E. Retainage requirements - If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain five percent (5%) of the total amount owing to insure compliance with this E.B.E. Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the contractor has made a good faith effort to subcontract 10% of the contract amount to emerging business enterprises, the contractor will be paid in full.

In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this E.B.E. Rider will be made.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the CONTRACTOR are not to exceed 95% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver - If, at the time final payment application is made, contractor has not attained the ten 10% E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10% E.B.E. goal.
4. Determination of Waiver Requests - The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
5. Good Faith Per Se - In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have subcontracted for every sub-contract for which there are qualified E.B.E.'s available.
6. Consequence of noncompliance - In the event the Board of Public Works approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 10% and the percentage level met. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.
7. Waiver approved - In the event the Board of Public Works determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

IN WITNESS WHEREOF,

The parties have executed the E.B.E. Rider this 14th day of June, 2024.

CONTRACTOR

BY: Jerry Trowbridge Company Allied Mechanical Inc.

Name Printed Jerry Trowbridge

ATTEST: Steve McDaniel

Steve McDaniel, Director

Fort Wayne Parks and Recreation

Revised 2-09

Board of Park Commissioners Approval Form

Botanical Conservatory Boilers Replacement Project

Project: 2024040 QuestCDN No.: 9119903

Project Approval Request

Scope of Work:

This project includes turnkey installation of new boilers, components, and services to upgrade the existing boiler system at the Foellinger-Freimann Botanical Conservatory. Three existing boilers will be removed, and three new specified units installed. In addition, the flue pipe will be modified as required for the new system, while the water supply, return piping, and gas lines will be reconfigured to accommodate the proper function of the new system.

Improper function of condensation lines has led to prior maintenance issues; these will be redirected to existing floor drains. In addition, any rooftop ventilation modifications will be completed as necessary.

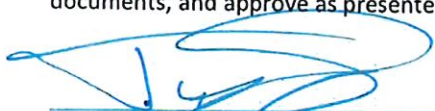
Two quotes were received through an advertised, public bid process via QuestCDN on behalf of the Board of Park Commissioners on June 7, 2024, and Allied Mechanical, Inc. was the lowest, qualified bidder.

Board Approval:

At this time, I would like to request approval for a contract with Allied Mechanical, Inc. at a total cost of \$234,933.00, with the funding to come from the Parks Cumulative Capital Fund and Conservatory Trust.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners, met to host their regularly scheduled monthly Board meeting on June 13, 2024, to approve the above-referenced project and contract, in the amount of \$234,933.00.

We, the Board of Park Commissioners, on the date stated, do ATTEST, sign the above-referenced and attached documents, and approve as presented.



Justin Shurley, President



Cory Miller, Vice-President



Richard Briley, Commissioner



Jenna Jauch, Commissioner



Steve McDaniel, Director, Board Secretary

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

Quest Bid #	9119903
Awarded To	Allied Mechanical, Inc.
Amount	\$234,933.00
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	2
Number of Proposals	2
Required Attachments	Bid Tab

EXTENSIONS

Date Last Bid Out	NA
# Extensions Granted To Date	0

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	n/a
Sole Source/ Compatibility Justification	

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

Most Responsible, Responsive Lowest	☒ Yes ☐ 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>	n/a
--	-----

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Request for approval on behalf of the Board of Park Commissioners for a contract with Allied Mechanical, Inc. for turnkey installation of new boilers, components and services to upgrade the existing boiler system at the Foellinger-Freimann Botanical Conservatory.

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	Parks Cumulative Capital
	Conservatory Trust

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Chad Shaw
CC: File
Subject: Council Approval of Botanical Conservatory Boilers Replacement Project
Date: June 26, 2024

The City of Fort Wayne Parks and Recreation Department, on behalf of the Board of Park Commissioners has requested quotes from contractors qualified to provide turnkey installation of new boilers, components, and services to upgrade the existing boiler system at the Foellinger-Freimann Botanical Conservatory. Three existing boilers will be removed, and three new specified units installed. In addition, flue pipe will be modified as required for the new system, while water supply, return piping and gas lines will be reconfigured to accommodate proper function of the new system. Improper function of condensation lines has led to prior maintenance issues; these will be redirected to existing floor drains. In addition, any rooftop ventilation modifications will be completed as necessary.

Two quotes were received through a public bid process via Quest CDN on behalf of the Board of Park Commissioners on June 7, 2024, and Allied Mechanical, Inc. was the lowest, qualified bidder. Please see attached bid tab.

We are requesting approval for a contract with Allied Mechanical, Inc. at a total cost of **\$234,933.00**. This project is funded through the Parks Cumulative Capital Fund and the Conservatory Trust.

I will be available at the Council meetings to answer any questions you may have and I may also be reached at 427-6027.

We respectfully request your approval of this contract so that we may proceed with the work. If you have any questions, please feel free to contact me at 427-6027 or the Executive Director, Steve McDaniel at 427-6407.

Thank you in advance.

Chad Shaw
Superintendent of Parks Planning, Development and Botanical Conservatory – Ft. Wayne Parks and Recreation