

1 **BILL NO. S-25-02-24**

2 SPECIAL ORDINANCE NO. S-_____

3 **AN ORDINANCE** approving SERVICE AGREEMENT
4 – WATER POLLUTION CONTROL PLANT SECURITY
5 SYSTEM UPGRADE – WO# 76736 – (\$528,715.00)
6 between LAKELAND ELECTRONICS and the City of
7 Fort Wayne, Indiana, by and through its Department of
8 Purchasing.

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

11 **SECTION 1.** That the SERVICE AGREEMENT - WATER
12 POLLUTION CONTROL PLANT SECURITY SYSTEM UPGRADE – WO# 76736 –
13 between LAKELAND ELECTRONICS and the City of Fort Wayne, Indiana, by and
14 through its Board of Public Works, is hereby ratified, and affirmed and approved in
15 all respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power,
17 transportation, miscellaneous equipment, etc., necessary to
18 UPGRADE THE SECURITY SOFTWARE AND EQUIPMENT
19 AT WATER POLLUTION CONTROL PLANT, BIOSOLIDS
20 FACILITY, AND WET WEATHER PONDS FACILITY;

21 involving a total cost of FIVE HUNDRED TWENTY-EIGHT THOUSAND SEVEN
22 HUNDRED FIFTEEN DOLLARS AND 00/100 (\$528,715.00). A copy of said
23 Contract is on file with the Department of Purchasing and made available for public
24 inspection, according to law.
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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



SERVICE AGREEMENT: _____

SUPPLIER NAME Lakeland Electronics		CITY DEPARTMENT/CONTACT NAME Water Pollution Control Plant	
STREET ADDRESS 1601 N Wayne ST, Suite 107		STREET ADDRESS 2601 Dwenger Ave.	
CITY, STATE, ZIP CODE Angola, IN 46703		CITY, STATE, ZIP CODE Fort Wayne, IN. 46803	
ATTENTION Mike Votaw		INVOICE ADDRESS 2601 Dwenger Ave.	
TELEPHONE 260-665-2127		CITY, STATE, ZIP CODE Fort Wayne, IN. 46803	

Service Description**Rates**

Security Upgrades as outlined in Proposal No. 22112601
Addresses multiply buildings at the WPCP campus as well
as the WWPS/Ponds & BioSolids Facility. Quotes are
broken down by structure. This will be an NTE amount as
the work will be phase over the next two years.

\$528,715.00

Estimated Completion Date:

December 2026

The following is made part of this agreement:

**The proposal outlines each
building and the breakdown of
cost associated.**

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 by mutual agreement and written notice to the Supplier.

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

SUPPLIER:

By (Signature):

Michael L. Votaw

Printed Name:

Mike Votaw

Date:

2/12/2025

City of Fort Wayne

By (Signature):

Printed Name:

Tara Schilt

Date:

2/18/25

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
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:

(a) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
Personal & Advertising Liability	\$1,000,000 any one person or organization
Products/Completed Operations Liability	\$2,000,000 aggregate
(b) Automobile Liability, including Hired and Non-Owned Auto	\$1,000,000 minimum per occurrence
(c) Worker's Compensation*	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

* 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. §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 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 22-9-1-10, 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 supersedes 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 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.



Lakeland Electronics



Design – Engineering – Installation
Commercial – Industrial – Institutional – Government
Complete Life Safety Facility Management

City Utilities of Fort Wayne
Water Pollution Control Plant
2601 Dwenger Ave.
Fort Wayne, IN 46803

February 10, 2025

Subject: Site security access control upgrade budget
Proposal No.: 22112601

We offer the following access control budget pricing for your review and consideration.

Water Pollution Control Plant Access Control Upgrade Budget Lenel OnGuard

- South East Tunnel Entrance Building, Gate 1 and 0560 VFD 6-9 Building
 - Access control gate 1 upgrade \$6,345.00
 - Electrical and data \$2,500.00
 - Access control additions doors 1-2-4-5 \$16,782.00
 - Electrical and data \$2,900.00
- 0556 Laboratory Building & 0910 Thickening
 - Access control upgrade \$12,122.00
 - Electrical \$1,500.00
- 0520 Blower 8 and 0910 Thickening Additions
 - Access control addition blower 8 doors 1 and 3 and overhead door monitoring 0910 door 2 \$9,546.00
 - Electrical and data \$2,930.00
- 0550 Aeration Building
 - Access control upgrade \$11,988.00
 - Electrical \$1,500.00
 - Access control addition doors 1-2-3-4-5 \$17,750.00
 - Electrical \$5,500.00
- 0730 Sodium Hypochlorite Building
 - Access control addition assistant superintendent office door and overhead door monitoring door 8 \$4,253.00
 - Electrical \$1,000.00
- 1100 Main, 1200 Blower Building and Maintenance Offices/Shop
 - Access control upgrade \$23,861.00
 - Electrical \$6,880.00
 - Access control additions door 2 and 10 and overhead door monitoring 2-3-4-5-6 \$10,068.00
 - Electrical \$6,480.00
- 0130 Main Power Distribution 0110 Main Blower Power Trailer access control two doors each - \$18,928.00
 - Electrical and data \$2,000.00
- 0350 Headworks
 - Access control upgrade with Gate 1 & 2 position \$33,400.00



Lakeland Electronics



Design – Engineering – Installation
Commercial – Industrial – Institutional – Government
Complete Life Safety Facility Management

o Electrical	\$3,000.00
• 0425 Primary Building	
o Access control upgrade	\$10,170.00
▪ Electrical	\$2,000.00
o Access control addition door 4	\$3,380.00
▪ Electrical	\$2,820.00
• Warehouse (old Dog Pound)	
o Access control upgrade	\$11,727.00
▪ Electrical	\$1,500.00
• 0430 Ferric Building & West Gate (2)	
o Access control upgrade	\$12,818.00
▪ Electrical	\$1,500.00
• High Strength Waste Building	
o Access control upgrade	\$6,872.00
▪ Electrical	\$1,500.00
• 1000 & 1050 Digester Complex	
o Access control upgrade	\$46,398.00
▪ Electrical	\$3,500.00
o Access control addition gas compressor room door 6	\$9,770.00
▪ Electrical (hazardous space requirement)	\$5,000.00
• Lake Avenue Gate – CSO North	
o Access control upgrade	\$8,790.00
▪ Electrical	\$1,500.00
• 0800 Effluent Pump Station	
o Access control upgrade	\$8,598.00
▪ Electrical	\$1,500.00
• 0750 SBS Building	
o Access control upgrade	\$10,805.00
▪ Electrical	\$1,500.00
• 0725 Contact Blower Building	
o Access control upgrade	\$10,358.00
▪ Electrical	\$2,800.00
• 2050 CSPS Storage	
o Access control upgrade	\$11,016.00
▪ Electrical	\$1,500.00
• 2015 CSPS Electrical	
o Access control upgrade	\$10,170.00
▪ Electrical	\$1,500.00
• 2000 CSPS Pump	
o Access control upgrade	\$8,850.00
▪ Electrical	\$1,500.00
• 2005 CSPS Screening Building	
o Access control upgrade	\$20,907.00
▪ Electrical	\$2,500.00
o Access control addition of overhead door monitoring	\$5,480.00

Design – Engineering – Installation
Commercial – Industrial – Institutional – Government
Complete Life Safety Facility Management

- Electrical (hazardous space) \$6,000.00
- BioSolids Blue Garage
 - Access control addition four doors and two overhead door position \$19,638.00
 - Electrical \$5,500.00
- BioSolids Scale house
 - Access control addition two doors \$10,295.00
 - Electrical \$1,500.00
- Lenel OnGuard Reader License Addition to 224 readers system wide \$6,320.00
- Overall project recommended contingency budget \$50,000.00

Total Project Budget \$528,715.00

- Upgrade existing card access reader location wiring to data capable OSDP \$400.00 per existing reader
- Long range reader options for gates with remote controls to access system \$1,500.00 per gate
 - Remote gate control fobs are \$32.00 each

Proposal notes:

1. Access control upgrades are to upgrade the existing access control at the site noted.
2. Access control additions are to add overhead door monitoring and or doors of access control to the system.
3. Access control electrical budgets are for conduits, installation of access control cabinets and electrical work required with cable installation. Conduit is specified as alum ridged at all locations. Site electrical department is preferred group to perform this scope of work. Prices provided are rough budget number only and would need finalized with scope if you would like to hire this work out.
4. All access control upgrades and additions include NEMA4x fiberglass control cabinets which will house all access control and power supply boards.
5. All access control upgrades and additions include Lenel BlueDiamond card readers to support new secure credential deployment in the future. These card readers have a short read range due to the high security features and card format supported. Some readers at this site are extended long range. Take note of the read range which may need to be addressed with other options.
6. Each section of the proposal is stand alone. There will be labor efficiencies and better materials pricing as the scope of work in each phase increases.
7. Proposals are subject to Lakeland Electronics standard terms and conditions.
8. Proposals valid for 30 days from issue date.
9. Proposals are good faith and assume all existing conduits, cabling, doors and hardware are in proper working condition.

Submitted: Michael L. Votaw, CRL, FSO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jacob Insurance Service, LLC 1208 S Wayne Street Suite 1 Angola IN 46703-2189	CONTACT NAME: Eric Trabert PHONE (A/C, No, Ext): (260) 665-3194 FAX (A/C, No): (260) 665-3195 E-MAIL ADDRESS: Eric@jacobins.biz																					
INSURED Larry's Lock & Safe Service, Inc. DBA Lakeland Electronic 1601 N Wayne Street, Suite 107 P.O. Box 60 Angola IN 46703	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Scottsdale Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Frankenmuth Insurance Co.</td><td>13986</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale Insurance Company		INSURER B:	Frankenmuth Insurance Co.	13986	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Scottsdale Insurance Company																					
INSURER B:	Frankenmuth Insurance Co.	13986																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2411105961**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased & Rented Equipment						Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Waiver of Subrogation is included on all policies
Certificate Holder is listed as Additional Insured on all policies

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Wayne 200 E Berry St Suite 250 Fort Wayne IN 46802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Special Purchase Declaration

Special purchases are exempt from the competitive bidding process. City Purchasing and State Law requires **documentation to support the basis for the special purchase and the basis for selecting the particular vendor.** The following constitutes the most commonly used special purchases:

Instructions: Please check the applicable exemption(s), delete all others, type your explanation below (if listed as required), save as a PDF, and attach to your requisition along with all other supporting documentation.

Compatibility: When the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the procurement and only one (1) source meets the using agency's reasonable requirements.

- Explanation of the grounds for compatibility
- Quote

Explanation:

City Utilities has standardized security monitoring and access control equipment with Lakeland Electronics. The selection was through RFP#:4224 solicitation dated October 5th, 2017. City Utilities selection provides standardization through compatibility of access control and monitoring among the utility's multiple locations. The standardization also allows for single maintenance and management of all sites and locations. Additions and improvements to the system will be compatible with both hardware and software.

Interoffice Memo

Date: February 20, 2025
To: Common Council Members
From: Chris Ravenscroft, Engineer II, City Utilities Engineering
RE: **Water Pollution Control Plant Security System Upgrade (WO#76736)**

Council District -- N/A

This ordinance is to upgrade the security software and equipment at Water Pollution Control Plant, BioSolids Facility, and Wet Weather Ponds Facility. City Utilities has standardized security monitoring and access control equipment with Lakeland Electronics. The selection was through RFP#4224 solicitation dated October 5th, 2017. This service agreement is for \$528,715.00.

Implications of not being approved:

City Utilities selection provides standardization through compatibility of access control and monitoring among the utility's multiple locations. The standardization also allows for single maintenance and management of all sites and locations. Additions and improvements to the system will be compatible with both hardware and software.

If Prior Approval is being Requested, Justify: N/A

Council Introduction Date: 02/25/2025

CC: Matthew Wirtz
Jill Helfrich
File