

BILL NO. S-25-05-08

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PURCHASE OF CONTROL PANEL EQUIPMENT (\$131,260.00) between SHAMBAUGH & SON, L.P. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the PURCHASE OF CONTROL PANEL EQUIPMENT between SHAMBAUGH & SON, L.P. and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, affirmed and approved in all respects, respectfully for:

THE PURCHASE OF CONTROL PANEL EQUIPMENT EQUIPMENT TO MAINTAIN CONSISTENCY THROUGHOUT WATER PLANT;

involving a total cost of ONE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS - (\$131,260.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

City of Fort Wayne

Sharon Tucker, Mayor

Purchasing Department

200 East Berry Street, Ste. 490

Fort Wayne, Indiana 46802-1804

Telephone (260) 427-1103 Fax (260) 427-1393

VENDOR SUBMISSION FORM

RFP#9614413

Description.....North Control Room & Softening Building Control Panels

Pre-Proposal MeetingTuesday, April 15, 2025, at 8:00 a.m. via Microsoft Teams

RFP Due DateFriday, April 25, 2025, at 11:00 a.m.

Proposals will be received electronically through QuestCDN vBid Online Bidding ONLY. The online bid portal will be open for vBid through the listed due date/time.

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

This RFP is issued to establish a contract to supply the City of Fort Wayne with a commodity or service in accordance with accompanying specifications. The execution hereof by the proposer is acceptance of all terms and conditions herein and in that regard the proposer agrees to be bound by same and be bound to the amount of the proposal until the order is fulfilled.

Company: _____ Shambaugh & Son, L.P.

Address: _____ 7614 Opportunity Drive

City/State/Zip: _____ Fort Wayne, IN 46825

Printed Name: _____ Dan Ritzert

Email: _____ dritzer@shambaugh.com

CITY of FORT WAYNE
THREE RIVERS FILTRATION PLANT
NORTH CONTROL ROOM & SOFTENING BUILDING LCP & PLCs
PANEL REQUIREMENTS
WORK ORDER No. 66750

Scope of Work:

1. PLC & LCP Control Panel

a) General LCP & PLC Control Panel Requirements – refer to each control panel drawing set for specific instructions as there are four individual panel drawings.

1. Provide and furnish the LCP/PLC control panel per prints and bill of materials. Review all sheets of the drawings as the BOM may not include every ancillary item required to provide a complete functional panel.
2. Minimum wire size/gauge shall be #16.
3. Enclosures/panels shall be UL listed.
4. Laminated drawings (8 ½" x 11") of ladder logic shall be installed on the door.
 - a. Number of sheets to be determined by owner.
5. Full complete drawing set (11" x 17") to be placed in pocket in panel.
6. Provide owner any additional parts, manuals, etc... from components.
7. All penetrations must be sealed with silicon (must be watertight/resistant/proof).
8. Top of panel penetrations are not permitted (requires owner written consent if allowed).
9. Freestanding panels shall not have any mounting holes/penetrations on back of panel.
10. Wall/riser mounted panels shall have welded mounting tabs.
11. Refer to each panel BOM Device legend to confirm if supplied by panel shop or supplied by owner.

2. Checkout (FAT of all panels)

- a) Supplier shall be present during checkout.
- b) Factory Acceptance Testing (FAT) – Checkout of panel at vendor shop.
 1. Upon completion of panels
 - a. Provide FAT acceptance support of simulation of IO through PLC for checkout.
 - b. Pictures - Detail views of panels should be submitted electronically (via email) to Owner for review prior to schedule of delivery.
 - c. The Owner or Owner's representative reserves the right to visit panel shop to inspect panels. The intent of FAT is to verify panels are built to print and that all components are wired properly.

3. Schedule

- a) *9/19/25 - Factory Acceptance Test.
- b) *10/1/25 – Panel ready for delivery.
- c) Not Needed – Checkout and Startup at Site (coordination with Owner and Prime Contractor).

**Note: Depending on panel builder, these dates have the possibility to be moved up.*
- d) We realize this is a quick timeline. While assembling your bid, please identify any items that will have long lead times. Additionally, propose any substitutions of long lead items for owner's consideration with hopes of maintaining schedule. If panel

builder finds the timeline too tight, they should bring to the owner's attention along with reason. Please advise if there are any issues with lead times...as that should not prohibit a panel shop from submitting on this RFP.

1. All the above items (questions/concerns) should be included within the question period so they can be addressed via addendum.

4. Delivery

- a) Include delivery of panels. The location will be job site (Three Rivers Filtration Plant 1100 Griswold Dr. 46805).
- b) Coordination of exact delivery date/time will be with Prime contractor depending on status of construction.
- c) Due to the number of panels, this may include multiple delivery trips...as it will be dependent on panel builders truck size.

5. Warranty

- a) Provide cost for a warranty period of 15 months from date of delivery. Warranty shall include all labor, material, and miscellaneous charges. Warranty shall be included within the line item associated with the panel.

6. Payment

- a) Purchase Order
 1. The selected panel shop will be notified, and a purchase order (PO) will be issued. Panel shop shall notify Owner via email that they have received PO. Since this RFP has been sent out by the Purchasing department, all forms and requirements shall be met as outlined in the RFP and by Purchasing via Quest CDN.
 2. The invoice will be submitted upon completing all the panel builds, FAT, and delivery of all panels.
 - i. An email as verification will need to be sent to Owner from Prime Contractor (or their designated subcontractor/representative) to ensure that panels have been received. Upon receiving that email notification, panel shop shall email invoice to Owner.
- b) Owner's Approved Allowance
 1. A \$10,000 Owner's approved allowance has been included in this RFP. This is for unforeseen work that may be requested by Owner which is not included in the scope of work.
 2. Each quote must include the \$10,000 Owner's approved allowance.
 3. If there is any question regarding the use of the allowance, panel shop must get approval in writing via email from Owner.
 - a. Example of Owner's approved allowance.
 - i. Panel Builder notifies Owner of request to use allowance. Via email it should include the reason to use allowance, brief description (include part number, etc...as applicable), and quote to perform work. All quotes shall be itemized. Distinguish between parts and labor. No Indiana sales tax shall be included in quote as City Of Fort Wayne is Indiana sales tax exempt.

- ii. The Owner may request work from panel builder to which a description of work/services will be provided. Panel builder follows up with request quote.
- 4. If there are no allowance items, the panel builder will not invoice for any of the \$10,000. Only approved allowances will be allowed to be invoiced and should be properly noted on invoices.

Bid Sheet
CITY of FORT WAYNE
THREE RIVERS FILTRATION PLANT
NORTH CONTROL ROOM & SOFTENING BUILDING LCP & PLC's
WORK ORDER No. 66750
-All Substitutions to be Approved by Owner-
Control Panels Evaluation Bid Sheet

Control Panels												
				Evaluation Criteria (Items #A - #H)								
ITEM #	QTY	Unit	DESCRIPTION	Item #A UL Listed Shop (Y/N)	Item #B Location (Mailing Address... city/state)	Item #C Years of Experience (Number)	Item #D Delivery Date	Item #E SRF Forms All Submitted	Item #F Control Panel Price	Item #G Delivery Price	Item #H FAT Price	Total
1	n/a	n/a	General Information						n/a	n/a	n/a	n/a
2	1	Each	3110-PLC-1	n/a	n/a	n/a			\$46,200.00	\$40.00	\$600.00	\$ 46,840.00
3	1	Each	3200-LCP-1	n/a	n/a	n/a			\$10,950.00	\$40.00	\$300.00	\$ 11,290.00
4	1	Each	3200-PLC-1	n/a	n/a	n/a			\$30,700.00	\$40.00	\$600.00	\$ 31,340.00
5	1	Each	3200-PLC-2	n/a	n/a	n/a			\$31,150.00	\$40.00	\$600.00	\$ 31,790.00
6	1	Each	Owners Approved Allowance	n/a	n/a	n/a			n/a	n/a		\$10,000.00
Total Base Bid												\$131,260.00

**Note: Vendor may provide an accompanying sheet(s) as needed to adequately provide answers to Item #A-UL List Shop, Item #B-Location, Item #C-Years of Experience, Item #D delivery date.*

Funding Source – SRF:

- Since this is an SFR funded project, the following forms will need to be completed and included to be a responsive bidder.
 - 00 54 53 E-Verify Affidavit 3.5.18
 - 00 54 72 OEE 1
 - 00 54 73 OEE 2
 - M - BABA Contract Provision
 - N - BABA certification from contractor
 - Non-Collusion Affidavit

General Information:

City Utilities reserves the right to accept and reject any portion of the bids. Additionally, City Utilities reserves the right to select multiple vendors for any portion of the bids.

Quantities on items stated are estimates only. The actual amounts purchased may be more or less. The Utility shall not pay sales tax. The amount on the bid tab shall include all costs.

BID SELECTION PROCESS

Criteria for Evaluation of North Control Room & Softening Building Control Panels

1. **Item A: UL Listed Shop:** Compliance that the panel shop can provide UL listed panels as required for this project.
2. **Item B: Location:** All panels require the owner and/or their representative to be in attendance for the FAT (Factory Acceptance Testing). The distance (travel time) associated will be a factor. Local is considered within Allen County Indiana whereas outside of Allen County Indiana will have either in-state or out-of-state designation and will be rated accordingly. Additionally, if a panel shop is considered a "brick & mortar" business having a storefront/panel shop/warehouse/space designated for panel shop building rather than working out of a residential unit.
3. **Item C: Years of experience:** the panel shops number of years in business, how long the business has been established and working on panel builds. Also take into consideration the number of employees and their years of experience working on panel builds.
4. **Item D: Delivery Date:** included in the scope of work is a tentative schedule that is to be used as a guideline. Looking for a panel shop to provide their ability to conform to tentative schedule or provide an alternative schedule. If an alternate schedule is proposed by panel shop, it is required they submit reasoning for the proposed schedule change...example (panel shop workload, ability to procure equipment to manufacture the panels, etc...). Please advise if there are any issues with lead times...as that should not prohibit a panel shop from submitting on this RFP.
5. **Item E: SRF Forms:** Submission of the seven SRF forms completed (signed and filled out).
6. **Item F: *Control Panel Price:** Price will be taken from summing item #2 through item #5 to receive a total cost for control panel price. The scoring formula shall be:

$$\text{Score} = \frac{\text{Total base bid lowest price (sum bid items \#2 through \#5)}}{(\text{your price bid of items \#2 through \#5})} \times 20$$

7. **Item G: Delivery Price:** This is the cost associated with delivery of each of the panels from the vendor's panel shop to the designated site location (coordination of delivery will take place between Prime contractor and panel shop...with the assistance of owner). The scoring formula shall be:

$$\text{Score} = \frac{\text{Total base bid lowest price (sum bid items \#2 through \#5)}}{(\text{your price bid of items \#2 through \#5})} \times 10$$

8. **Item H: FAT Price:** This is the cost associated with conducting the FAT (Factory Acceptance Testing) at the panel shop. The owner's panel designer will be on site and responsible for conducting and documenting finds. However, it will be the responsibility of the panel shop vendor to be available to assist with the testing as well as make any corrections that are necessary that have been identified during the testing of the panels...to prepare the panels for delivery.

*Note: Pricing – the total base bid price will be used to determine the vendor that is the lowest. After first identifying the lowest price vendor, item #F and item #G (as outlined above) will be determined to identify scoring for each vendor.

A committee of individuals to be selected by the City of Fort Wayne will perform an evaluation of the proposals. The proposals will be scored and ranked based on the selection committee's evaluation. In the event of close scoring, a shortlist interview may be performed. The firm with the highest cumulative score will be invited to enter contract negotiations. If an agreement cannot be reached, the second highest proposer may be contacted for negotiations.

In submitting a proposal, each firm acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of the City approval or proposed agreement without limitation. Nothing in the Request for Proposal or in subsequent negotiations creates any vested rights in any person.

The City reserves the right to award the contract to the highest ranked vendor without further discussions. The City reserves the right to reject all proposals received.



April 25, 2025

City of Fort Wayne
200 E. Berry Street
Fort Wayne, IN 46802

Re: Proposal 202501159, RFP 9614413 North Control Room and Softening Building Control Panels

Dear Mr. Christos Kyrrou,

Thank you for the opportunity to provide this proposal per RFP 9614413 and Addendum #1 for assembly, test, FAT, and deliver four control panels. Each panel will bear a UL-508A label. We have received and read both the original RFP and Addendum #1 (no receipt paperwork included). In lieu of an Addendum Receipt, please accept that we've received and read the Addendum #1 – Barb Jamicich.

Criteria for Evaluation

Item A – UL-508A Listed Panel Shop

Shambaugh & Son, L.P. Panel Shop is a UL-508A panel shop. The panel shop has been providing control panels for S&S projects and other clients since the 1950's. We have been providing UL-508A panels since 1990.

All panels are assembled and tested under full voltage prior to FAT testing with customers. We have many repeat customers due to our attention to detail, expertise, and producing a superior panel assembly.

Item B – Location

S&S Panel Shop is located at 7525 Disalle Boulevard, Fort Wayne, IN 46825. The panel shop hours are 7:00 a.m. to 3:30 p.m. The entrance to the Panel Shop is located at the north east corner of the building near the loading docks; otherwise, you are welcome to enter at the front of the Havel building. Brian Waikel is our Panel Shop Foreman and can be reached at bwaikel@shambaugh.com, 260-487-7925.

The panel shop has been in its current location since the 1970's as it had outgrown previous locations. Its location is next to the S&S engineering offices, 7614 Opportunity Drive, Fort Wayne, IN 46825. This convenient location aides in quick answers and assistance in technical questions when needed from the S&S Automation Group.

ShambaughFamilyOfExcellence

7614 OPPORTUNITY DRIVE | FORT WAYNE IN 46825 | 260.487.7777 | SHAMBAUGH.COM

Item C – Years of Experience

S&S has been in business since 1926 and has evolved over the years. The panel shop has been providing control panels for S&S projects and other clients since the 1950's. We have been providing UL-508A panels since 1990.

Historically, we provide from 50 to 120 UL-508A panels per year. The total varies due to the number of UL-508A panels required per year.

The panel shop is staffed by six (6) Journeyman electricians and panel wiremen with a combined 104 years of experience working with a variety of components for an array of applications and industries. Several have other field and technical experience prior to controls which has proven to be invaluable.

Item D – Component Delivery, Panel Delivery, Alternate Project Dates, Alternatives

1. At this time, two items are impacted with longer lead times. If substitutions are needed, we will work with the City and their designer to find suitable substitutions to meet deadlines.
 - a. SDN2.5/20 RED Sola external redundancy Module, 20A
 - i. If ordered, there is a "no cancellation, no return" policy for this item.
 - ii. No lead time has been given to our supplier.
 - iii. Currently, there are none in stock at our vendor.
 - iv. Substitution suggestions:
 1. Phoenix Contact 2904602 Quint4-PS/1AC/24DC/20
 2. Phoenix Contact 2907380 TRIO2-DIODE/12-24DC/2X10/1X20 Redundancy Module
 3. I have not included the pricing for these items in the panel cost since the designer has options.
 4. Should you wish to switch from Sola to Phoenix Contact, the Phoenix Contact solution will cost \$480.00 more.
2. As with any UL-508A panel, should any component not bear the UL-508A label, we will advise. Then a substitute item or a drawing modification for field install will be needed in order to UL Label the panel. For all UL-508A projects, redlines will be provided and must be completed before the UL Label process can be finalized prior to shipping the panel.
3. Delivery Truck
 - a. S&S will provide panel delivery with an S&S stake bed truck.
 - b. All four (4) panels will be delivered to the Three Rivers Filtration Plant, 1100 Griswold Drive, at the same time on one (1) load.
 - c. S&S assumes the prime contractor will have the ability to unload all four panels with one (1) delivery.
4. Alternate dates suggested by S&S
 - a. 6/15/2025 NTP
 - b. 9/5/2025 FAT
 - c. 9/17/2026 Delivery
 - i. We typically can move up this date. As soon as all FATs have been completed and panels prepared for delivery, they will be ready to ship to TRFP, 1100 Griswold Dr.

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

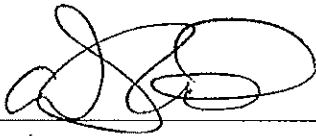
I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Shambaugh & Son, L.P.

Name of Company

Dan Ritzerl

Printed Name of Person Signing



Signature

Sr. Vice President, Division Manager Mechanical Process Group

Title

5.28.24

Date

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, under penalty of perjury, 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.

Shambaugh & Son, L.P.

Name of Company

By: _____

Title Sr. Vice President, Division Manager Mechanical Process Group

ACKNOWLEDGMENT

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 under penalty of perjury, deposes and 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 28th day of May, 2024.

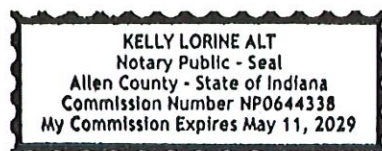
My Commission Expires: May 11, 2029

Kelly Lorine Alt
Signature of Notary Public

Resident of Allen County

Kelly Lorine Alt

Printed Name



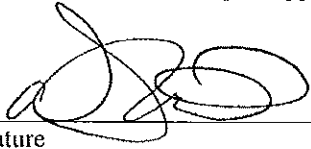
E-Verify Affidavit
00 54 53-1

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and other storage or dressing 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, creed, color, or nation origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications 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.


Signature

5-28-24
Date

Dan Ritzert, Sr. Vice President, Division Manager Mechanical Process Group

Name and Title of Signer (Please type)

Shambaugh & Son, L.P.

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

OEE-1 (11/79)

OEE-1
00 54 72-1

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: Local Union 305, I.B.E.W., AFL-CIO

(Name of union or organization of workers)

The undersigned currently holds contract(s) with Shambaugh & Son, L.P.

(Name of Applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR
OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING
INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posed by the undersigned in conspicuous places available to employees or applicants for employment.


Sr. Vice President, Division Manager Mechanical Process Group
Shambaugh & Son, L.P.

(Contractor or Subcontractor)

May 28, 2024

(Date)

OEE-2 (11/79)

OEE-2
00 54 73-1

Attachment M

Required Contract Provisions Related to the Build America, Buy America Act (BABA)

A provision substantially like the below will be included in each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including BABA) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

City of Fort

The Contractor hereby acknowledges to and for the benefit of the Wayne ("Owner") and the Indiana Finance Authority (the "Authority") that it understands the work, goods and services under this Agreement are being funded with monies made available by the State Revolving Fund Loan Program and such appropriation contains provisions commonly known as "Build America, Buy America" that requires all of the iron and steel products, manufactured products, and construction materials, permanently incorporated in the project be produced in the United States ("Build America, Buy America Requirements") including iron and steel products, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials permanently incorporated in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

Attachment N

Required Certification from Contractor Related to the Build America Buy America Act
(BABA)

A certification substantially like the below will be obtained in advance of entering each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including BABA) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following certification.

CERTIFICATION

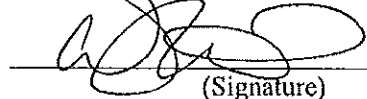
Dan Ritzert
I, Sr. VP, Division Manager Mechanical Process Group, of Shambaugh & Son, L.P.
(Name and Title of Certifying Officer) (Successful Bidder)

hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the

City of Fort Wayne, Indiana related to its SRPORT Drop Shaft Power & Control Panels Project
(SRF Applicant) (Project Name)

involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions commonly known as the "Build American, Buy America Act" requiring that all iron and steel products, manufactured products, and construction materials permanently incorporated in the Project be produced in the United States ("Build America, Buy America"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel products, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the procurement contract will include a provision substantially like Attachment M.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.


(Signature)

5-28-24
(Date)

STATE OF Indiana)
) SS:
COUNTY OF Allen)

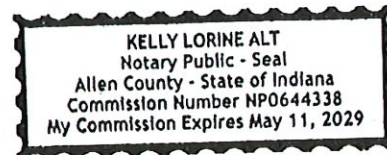
Before me, a Notary Public in and for said County and State, personally appeared Daniel R. Ruz, the SVP of Shambaugh + Son LP, who, being first duly sworn, acknowledged the execution of the above and foregoing instrument for and on behalf of said entity.

Dated this 28th day of May.

My commission expires:
May 11, 2029

County of Residence:
Allen

Kelly Lorine Alt
Kelly Lorine Alt, Notary Public
(Printed)



Interoffice Memo

Date: May 7, 2025
To: Common Council Members
From: Eric Ruppert, Manager, City Utilities Engineering
RE: North Control Room & Softening Building – Panel Purchase
66750

Eric Ruppert
5/7/2025

Council District – N/A

This ordinance is for the Purchase of control panel equipment from Shambaugh. City Utilities has standardized on control panel designs. This is to maintain consistency of control systems used throughout our water plant. This purchase is for \$131,260.00.

Implications of not being approved:

These controls panels are part of a larger project to replace & consolidate aging controls systems that will support the SCADA Migration efforts at the Three Rivers Water Filtration Plant. The control panels are required to monitor the performance of the chemicals and raw water systems located in the north control room and softening building.

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

Council Introduction Date: 05/13/2025

CC: Matthew Wirtz
Jill Helfrich
File