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BILL NO. S-18-05-16

SPECIAL ORDINANCE NO. S-~~55~~-18

AN ORDINANCE approving SUMMIT PUMP STATION PROCUREMENT - RESOLUTION/WORK ORDER NUMBER 66481P - \$849,581.00 between ENGINEERED FLUID, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the SUMMIT PUMP STATION PROCUREMENT - RESOLUTION/WORK ORDER NUMBER 66481P - by and between ENGINEERED FLUID, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for procurement of a packaged water pumping station and control valve stations;

involving a total cost of EIGHT HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED EIGHTY-ONE AND 00/100 DOLLARS - (\$849,581.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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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



Carol Helton, City Attorney

PROJECT:		Summit Pump Station Procurement							
Resolution#:		66481P							
Work Order#:		66481P							
Project Designer		Jon Hall							
Construction Manager		TBD							
Manager		Michael E. Kiester							
Bid Date: (Quote Date)		April 24, 2018							
Funding:		Water Revenue							
BID						Engineer's Estimate		Engineered Fluid, Inc.	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension		
1	Lump sum for packaged pumping station with 2 pumps installed. Price shall include all necessary components for a complete operating 2 pump pumping station per Section 33 12 23 Water Utility Pumping Station.	1	LS	\$ 565,000	\$ 565,000.00	\$ 597,502.00	\$ 597,502.00		
2	Unit pricing (each) for W. Cook Water Utility Control Valve Station.	1	LS	\$ 105,000	\$ 105,000.00	\$ 88,398.00	\$ 88,398.00		
3	Unit pricing (each) for W. Ludwig Water Utility Control Valve Station.	1	LS	\$ 105,000	\$ 105,000.00	\$ 88,398.00	\$ 88,398.00		
4	Work Allowance	1	LS	\$ 25,000	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		
TOTAL BASE BID						\$ 800,000.00		\$ 799,298.00	
Item#	ALTERNATE DESCRIPTION	Quantity	Unit	Unit Price	Extension	Unit Price	Extension		
A	Lump sum for Pumping Station Pump #3 Installation.	1	LS	\$ 75,000	\$ 75,000.00	\$ 50,283.00	\$ 50,283.00		
TOTAL ALTERNATE A BID PRICE								\$ 50,283.00	
TOTAL BASE BID AND ALTERNATE A (Basis of Award)						\$ 875,000.00		\$ 849,581.00	
Item#	ALTERNATE DESCRIPTION	Quantity	Unit	Unit Price	Extension	Unit Price	Extension		
B	Unit pricing (each) for Hillegas Road Water Utility Control Valve Station.	1	LS	\$ 105,000	\$ 105,000.00	\$ 83,398.00	\$ 83,398.00		
TOTAL ALTERNATE A BID PRICE								\$ 83,398.00	
Addendum No.1								X	
Addendum No.2								X	
Cert In Lieu/Financial Statement								X	
Reviewed By <i>Jon Hall</i>									

AGREEMENT

Resolution Number: 66481P

Work Order: 66481P

THIS AGREEMENT is by and between Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called Buyer)

and Engineered Fluid, Inc. (hereinafter called Seller).

Buyer and Seller, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are described in Section 011100, Summary of Work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Goods and Special Services to be furnished under the Contract Documents is generally described as procurement of a packaged water pumping station and control valve stations. The title of the Project is:

CITY OF FORT WAYNE
SUMMIT PUMP STATION PROCUREMENT
FORT WAYNE, INDIANA

ARTICLE 3 – ENGINEER AND DESIGNER

- 3.01 The Engineer will act as Buyer's representative, will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services in accordance with the Contract Documents. The Engineer will be named at a later date.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

Summit Pump Station
Mailing Address TBD
Station location is approximately 250 feet North of Wayne Pipe & Supply, Inc. which is located at 6040 Innovation Blvd.
Fort Wayne, IN 46818

Cook Road Control Valve Station
2204 W Cook Road
Fort Wayne, IN 46818

Ludwig Road Control Valve Station
Mailing Address TBD
Station location is approximately 200 feet West of 2428 W Ludwig Road
Fort Wayne, IN 46818

Hillegas Road Control Valve Station
Mailing Address TBD
Station location is approximately 85 feet North of the Peerless Cleaners Building which is located at 4121 Hillegas Road
Fort Wayne, IN 46808

ARTICLE 5 – CONTRACT TIMES

5.01 Time of Essence

- A. All time limits for Milestones, if any, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence of the Contract.

5.02 Days for Submittal of Shop Drawings

- A. All Shop Drawings and Samples required by the Contract Documents not required to be submitted with the bid will be submitted to Buyer for Engineer's review and approval within times stated below after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.
 - 1. 60 days for station programming submittals in sections 331223 Water Utility Pumping Stations and 406113 Process Control Systems General Provisions. All other submittals in these sections will be required with the bid.
 - 2. 90 days for submittals in sections: 017823 Operations and Maintenance Data, 017913 System and Facility Performance Testing Procedures, 017923 Instruction of Operations and Maintenance Personnel as required for Pumping Station and Control Valve Stations.

5.03 Days for Delivery of Goods

- A. The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery within the times stated below.
 - 1. Delivery of the Goods specified in Section 331217 Water Utility Control Valve Station and 331223 Water Utility Pumping Stations: Not later than November 16, 2018.

5.04 Days for Furnishing Special Services

- A. The days for furnishing of Special Services to Buyer will commence within 15 days after Engineer's written notice to Seller. The Special Services are expected to be furnished within the times stated below after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

1. Furnishing the Special Services including but not limited to system checkout, programming, performance testing, instruction, startup, and systems demonstration specified in Sections 331217 Water Utility Control Valve Station, 331223 Water Utility Pumping Stations, 406113 Process Control Systems General Provisions, 017823 Operations and Maintenance Data, 017913 System and Facility Performance Testing Procedures, 017923 Instruction of Operations and Maintenance Personnel: Commence approximately 30 days after delivery of the Goods and be completed no later than 60 days after delivery of the Goods.

5.05 Liquidated Damages

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$1000 for each day that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods.

5.06 Final Inspection

- A. After all of the Goods have been incorporated by the construction, tested in accordance with such testing requirements as are specified, and are functioning, as intended, Buyer or Engineer will make final inspection. Final inspection will be made not sooner than 30 days after systems demonstration and not later than February 15, 2019.

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds
- 6.02 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds as follows:
 - A. A Lump Sum of Eight Hundred Forty Nine Thousand, Five Hundred Eighty One Dollars and Zero Cents. (\$ 849,581.00)

(Contract Price includes Base Bid plus Alternate A)

ARTICLE 7 – PAYMENT PROCEDURES

- 7.01 Submittal and Processing of Payments.
 - A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:
1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 10% of contract price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
 2. Upon receipt of subsequent such Applications for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, the amounts listed below, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
 - a. Second Application for Payment after approval of the Submittals related to programming, operations and maintenance manuals, and station training: An amount sufficient to increase total payments to Seller to 20 percent of the Contract Price.
 - b. Third Application for Payment after receipt of the Goods specified in Section 331217 Water Utility Control Valve Station and 331223 Water Utility Pumping Stations: An amount sufficient to increase total payments to Seller to 80 percent of the Contract Price.
 - c. Fourth Application for Payment after special services in Sections 331217 Water Utility Control Valve Station, 331223 Water Utility Pumping Stations, 406113 Process Control Systems General Provisions, 017823 Operations and Maintenance Data, 017913 System and Facility Performance Testing Procedures, 017923 Instruction of Operations and Maintenance Personnel is complete: An amount sufficient to increase total payments to Seller to 95 percent of the Contract Price.

7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the General Conditions, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00530-1 to 00530-8, inclusive);
 - 2. Performance Bond (pages 00610-1 to 00610-2, inclusive);
 - 3. Payment Bond (pages 00615-1 to 00615-2, inclusive);
 - 4. General Conditions (pages 00700-1 to 00700-18, inclusive);
 - 5. Supplementary Conditions (pages 00800-1 to 00800-11, inclusive);
 - 6. Specifications as listed in the table of contents of the Project Manual;
 - 7. Drawings consisting sheets numbered 1 through 7, inclusive, with each sheet bearing the following general title: SUMMIT PUMP STATION, PROCUREMENT.
 - 8. Addenda (numbers 1 to 2, inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Agreement to Assignment by Seller's Surety;
 - b. Seller's Bid (page 00400-3);
 - c. Documentation submitted by Seller prior to Notice of Award

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Written Amendments;
 - c. Change Orders;
 - d. Field Orders;
 - e. Engineer's written interpretations and clarifications.
- B. The documents listed in paragraph 10.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Defined Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 Successors and Assigns

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.03 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in triplicate. One counterpart each has been delivered to Buyer, Seller, and Engineer. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement is dated 6-5-18

Seller:

Engineered Fluid, Inc.

BY: 

(Name) David A. Ealy

TITLE: Owner/V.P./C.B.O.

DATE: 6-5-18

(Date signed by Contractor)

Address for giving notices:

Engineered Fluid, Inc.

1221 N Elm St

P.O. Box 723

Centralia, IL 62801

Buyer:

CITY OF FORT WAYNE

BY: 

THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: 

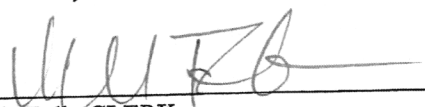
Shan Gunawardena, CHAIR

BY: 

Mike Avila, MEMBER

BY: 

Kumar Menon, MEMBER

ATTEST: 

Michelle Fulk, CLERK

DATE: 6-5-18

(Date signed by Board)

ACKNOWLEDGMENT (Seller)

STATE OF Illinois)
) SS:
COUNTY OF Marion)

BEFORE ME, a Notary Public, in and for said County and State, this 18th day of May, 2018, personally appeared the within named David A. Ealy who under penalty of perjury says that he is the Owner/V.P./C.B.O. of Engineered Fluid, Inc., and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Engineered Fluid, Inc for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



Lisa Koger
Notary Public

Lisa Koger
Printed Name of Notary

My Commission Expires: 7/21/2021

Resident of Marion County

ACKNOWLEDGMENT (Buyer)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 5th day of June, 2018, personally appeared the within named Thomas C. Henry, Shan Gunawardena, Mike Avila, Kumar Menon and Michelle Fulk, by me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

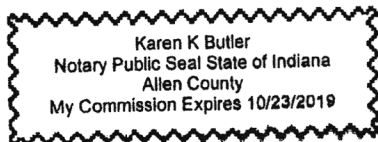
IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Karen K Butler
Notary Public

Karen K Butler
Printed Name of Notary

My Commission Expires:
10/23/2019

Resident of Allen County



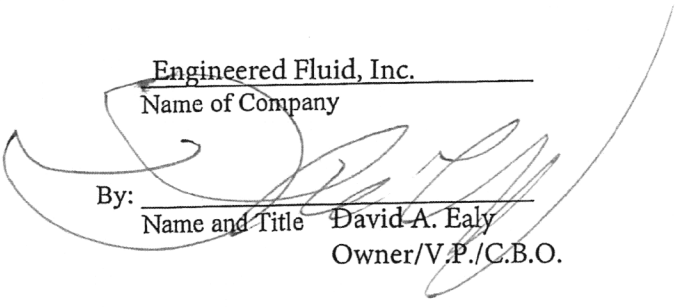
#664818

Drug Policy Acknowledgment 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 Acknowledgment 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.

Engineered Fluid, Inc.
Name of Company

By: 
Name and Title David A. Ealy
Owner/V.P./C.B.O.

#66481P

CITY OF FORT WAYNE, INDIANA

Engineered Fluid 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: William Goodspeed Name: George Wootten
 Address: 1221 N Elm St., Centralia, IL 62801 Address: 1221 N Elm St., Centralia, IL 62801

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: William Goodspeed 80.95 %
 Name: George Wotten 6.25 %

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).

Coldwater Pump Station Procurement
Resolution # 66398P
1-11-17 Thomas Mayor

- 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: N/A

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

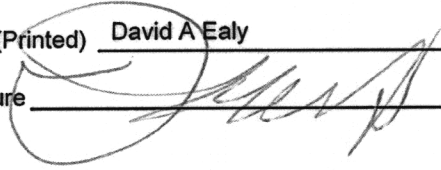
elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

<u>Engineered Fluid, Inc.</u> (Name of Vendor)	<u>P.O. Box 723</u> Address () <u>(618) 533-1351</u> Telephone <u>info@engineeredfluid.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>David A Ealy</u>	Title <u>Owner C.B.O V.P.</u>
Signature 	Date <u>4-20-18</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.

Interoffice Memo

Date: May 11, 2018
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Summit Pump Station Procurement
Resolution / Work Order Number 66481P

Michael Kiester
5-11-2018

Council District #3

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Summit Pump Station Procurement as follows: The procurement of a packaged water pumping station and control valve stations.

Implications of not being approved: This facility will increase water pressure, increase reliability, increase fire flow capability, and allow us to maintain high water quality in a newly defined pressure zone, the Summit Pressure Zone.

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

This project was advertised to contractors on March 19, 2018 and March 26, 2018 in the Journal Gazette

The contract for Resolution #66481P awarded to Engineered Fluid, Inc. for \$849,581.00 was the lowest most responsive bidder of 1 bidder and 3% below the Engineer's estimate of \$875,000.00.

The cost of said project funded by Water Revenue.

Council Introduction Date: May 22, 2018

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
File

BILL NO. S-18-05-16

REPORT OF COMMITTEE ON CITY UTILITIES

June 5, 2018

Glynn Hines Chair

Russell Jehl Co-Chair

All Council Members

An Ordinance approving Summit Pump Station Procurement - Resolution/Work Order Number 66481P - between Engineered Fluid, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Glynn Hines

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

**LANA R. KEESLING
CITY CLERK**

Lana R. Keesling

Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Hines.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilman Hines, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: June 12, 2018



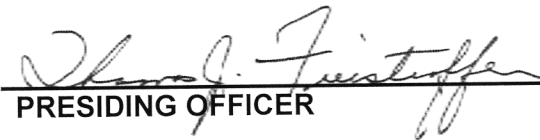
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-18-05-16 on the 12th day of June, 2018

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th
 of June 2018, at the hour of 10:15 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13TH day of June
 2018, at the hour of 1:00 O'clock PM. E.S.T.



 THOMAS C. HENRY, MAYOR