

1 BILL NO. S-21-10-03

2 SPECIAL ORDINANCE NO. S-117-21

3 AN ORDINANCE approving SALES
4 CONTRACT for the purchase of certain heavy-
5 duty equipment between MODERN TECH
6 EQUIPMENT, LLC and the City of Fort Wayne,
7 Indiana.


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

10 **SECTION 1.** That the SALES CONTRACT for the purchase of certain
11 heavy-duty equipment between MODERN TECH EQUIPMENT, LLC and the City
12 of Fort Wayne, Indiana, is hereby ratified, affirmed, and approved in all respects,
13 respectfully for the following items:

- 14 1. 2019 Terex Finlay J-960 Jaw, Serial #TRXJ961AHOMK91087;
- 15 2. 2019 Terex Finlay 863 Heavy-Duty Screen, Serial
16 #TRX863HSKDGK60428;
- 17 3. Two-year additional warranty;
- 18 4. Head pulley with magnet; and
- 19 5. Wear parts.

20 involving a total cost not-to-exceed SIX HUNDRED SEVEN THOUSAND ONE
21 HUNDRED FORTY-EIGHT and 58/100 Dollars (\$607,148.58). A copy of said
22 Sales Contract is on file with the Office of the City Clerk and made available for
23 public inspection, according to law.

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

26 
27 _____
28 Council Member

29 APPROVED AS TO FORM AND LEGALITY:

30 

Carol Helton, City Attorney



18609 US Highway 66
Pacific MO 63069

Date: 09/22/2021

Contract No: NF-202156-A

BUYER: City of Fort Wayne

P.O./ORDER NO. Brain

ADDRESS: Citizens Square, 200 East Berry St., Suite 425
Fort Wayne, IN 46802

DATE: 09/22/2021

SHIP TO Biosolids Recycling Facility

PRICES ARE F.O.B. Customer's Site

ADDRESS: 5510 Lake Ave, Fort Wayne, IN 46815

SHIPPING COMPANY: TBD

APPROXIMATE DELIVERY DATE: TBD

| QTY | MAKE | MODEL | UNIT | TOTAL |
|--|---|-------|------|-------|
| 1 | 2019 Terex-Finlay Jaw Crusher -231 +/- HRS | J-960 | | |
| | SN: TRXJ961AHOMK91087 - ESN: JKT13332 | | | |
| 1 | 2019 Terex-Finlay Heavy Duty Screen-34 +/-HRS | 863 | | |
| | SN:TRX863H5KDGK60428-ESN431-7105*CJG10072* | | | |
| <u>Specifications, Options and Warranties Per Proposal # NF-202156-A</u> | | | | |

Purchase Price: \$ 555,000.00

Deposit Received: \$0.00

Shipping Cost (subject to adjustment): \$0.00

Other Costs/ Fess: \$0.00

Total Contract Price: \$ 555,000.00

ALL GOODS ARE SOLD ON AN "AS IS, WHERE IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY BY SELLER OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE SET FORTH IN PROPOSAL # NF-202156-A, WHICH IS INCORPORATED BY REFERENCE HEREIN.

Terms and Conditions of Sale

1. All stenographic or clerical errors are subject to correction by Seller. Unless specifically stated in writing, every offer or quotation by Seller shall be deemed to have been withdrawn after the expiration of 30 days following the date upon which it was made. The date listed above, if filled in, shall be conclusive proof as to the date on which the offer or quotation was made. As used herein, "goods" shall refer to all items being sold pursuant to this Sales Contract (this "Contract").

2. Acceptance of any order from Buyer is at all times subject to Seller's satisfying itself as to Buyer's credit and ability to make payment. This Contract shall not be binding upon Seller until countersigned by an authorized officer or director of Seller. Except as otherwise set forth herein, this Contract may not be terminated, cancelled, assigned, or transferred by Buyer without Seller's prior written consent.

3. Seller will make reasonable commercial efforts to deliver the goods and perform its obligations hereunder by the date specified on the face side hereof. Neither Seller nor any manufacturer of the goods will be liable for any loss, damage, or injury of any kind or nature arising from the delay or detention of the sale, performance, or delivery of the goods, it being specifically understood that times or dates specified herein for delivery or performance are business estimates only and not contractual obligations of Seller.

4. Buyer is responsible for paying all applicable state sales tax, local sales tax, and other taxes relating to the purchase of the goods, none of which are included in the contract price listed above. Payment of the total contract price shall be due following approval by the Fort Wayne Common Council and issuance of a purchase order in accordance with Buyer's standard purchasing procedures, which shall occur on or before the date of delivery of the purchased goods. If Seller refers this Contract to an attorney for collection, Buyer shall be liable for all costs of collection, including, without limitation, attorneys' fees (regardless of whether litigation is commenced) and court costs.

THIS CONTRACT, consisting of the foregoing and THE REVERSE SIDE HEREOF, as well as Proposal # NF-202156-A (which is incorporated herein by reference), correctly sets forth the entire agreement between the parties. No agreements or understandings shall be binding on either of the parties hereto unless specifically set forth in this Contract. EXECUTED this 5th day of October, 2021. By execution hereof, the signer for Buyer hereby certifies that the signer has read this Contract, INCLUDING THE REVERSE SIDE HEREOF, and that the signer is duly authorized to execute this Contract on behalf of Buyer.

5. Delivery of the goods shall be F.O.B. Fort Wayne Biosolids Recycling Facility per Proposal # NF-202156-A. Point of shipment method and route of shipment are at the discretion of Seller. Buyer accepts responsibility for the goods and assumes all risk of damage, loss, or injury thereto or any liability arising therefrom, however caused or arising, regardless of whether title to the goods has passed to Buyer. Buyer shall keep the goods fully insured and shall indemnify, defend, save, and hold harmless Seller from any such loss, injury, or liability. Notwithstanding anything to the contrary, neither Seller, nor any manufacturer of the goods, including, without limitation, Ecoverse Industries, Ltd., shall be liable for any indirect, incidental, or consequential damages or expenses due to loss, damage, detention or delay in delivery of the goods. If the goods are received in a damaged condition, Seller should inform the carrier and file any damage reports with the carrier as soon as possible and, in all events, within any deadlines established by the carrier.

"SELLER"

"BUYER"

SALESMAN: Micheal J McCusker

BUYER: City of Fort Wayne

MODERN TECH EQUIPMENT, LLC

Office: Citizens Square, 200 East Berry St., Suite 425

Address: Fort Wayne, IN 46802

Accepted By: Micheal J McCusker

By: _____

Title: President

Title: _____



18609 US Highway 66
Pacific MO 63069

6. Buyer shall be irrevocably and conclusively deemed to have accepted all new goods delivered under this Contract within 5 days after the date of delivery at the location of delivery unless Buyer notifies Seller in writing within such time of any claimed defect, nonconformity, or discrepancy. Notwithstanding the foregoing, Seller shall not in any event have any obligation to accept return of any goods delivered hereunder unless it has previously consented in writing to do so. Buyer's remedies shall be limited as set forth in Section 9. All used goods are sold without inspection, rejection, or revocation rights by Buyer.

7. The price of the goods is the TOTAL CONTRACT PRICE set forth on the face side hereof; provided, however, that if there shall be any increase in the cost to Seller of labor, materials, transportation or any other expense arising in connection with the fulfillment of Seller's obligations hereunder between the date of this Contract and the date of delivery, Seller shall notify Buyer and Buyer shall have the option to accept the increased charges (which may require additional approval by the Fort Wayne Common Council) or to terminate this Contract without further liability.

8. NOTHING CONTAINED IN THIS CONTRACT, IN SELLER'S LITERATURE, OR OTHERWISE SHALL CONSTITUTE ANY WARRANTY BY SELLER REGARDING THE GOODS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND THE GOODS SHALL BE SOLD BY SELLER "AS IS". The sole warranties regarding the goods shall be the warranties of the manufacturers as referenced in Proposal # NF 202156-A, and Seller shall not have any liability for such warranties. Any statements or representations as to output, power, capacity or otherwise contained in any drawings, catalog, specification, or other document shall not be regarded as forming part of this Contract unless such statement or representation is specifically guaranteed in writing by Seller's President.

9. If any goods are rejected by Buyer as set forth in Section 6 and such goods or parts are found to be defective or nonconforming in material or workmanship by Seller, Seller will in its sole discretion, either: (a) repair or replace such defective goods or parts; or (b) accept the return of such defective goods or parts at their purchase price, less the costs of shipping and transportation. THIS REMEDY SHALL BE THE SOLE EXCLUSIVE REMEDY AVAILABLE TO BUYER AGAINST SELLER FOR ANY DEFECT OR NONCONFORMANCE IN THE GOODS SOLD HEREUNDER OR FOR DAMAGES RESULTING FROM ANY DEFECT OR NONCONFORMANCE IN THE GOODS SOLD HEREUNDER OR FOR DAMAGES RESULTING FROM ANY OTHER CAUSE WHATSOEVER, WHETHER FOR DEFECTIVE OR NONCONFORMING GOODS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS CONTRACT, NEGLIGENCE, OR ANY OTHER REASON. Notwithstanding anything to the contrary, neither Seller nor manufacturer shall be responsible or otherwise liable for damage to goods caused by exposure to the elements, storage, accident, circumstances beyond Seller's control, improper operation of the goods, improper installation, negligence by any party other than itself, inadequate lubrication of the goods, adjustment or maintenance to the goods by any part other than itself, any act or omission contrary to Seller's or manufacturer's instructions, use of the goods for other than their intended purpose, or the addition of parts or other pieces to the goods not supplied by Seller. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR ANY LIQUIDATED OR SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, LOSS OF THE GOODS, DOWN TIME COSTS, OR ANY PENALTIES OR CLAIMS OF CUSTOMERS OF BUYER FOR DAMAGES OR PENALTIES.

10. In the event Seller is unable to carry out its obligations under this Contract due to war, strike, accident, acts of God, or any other cause beyond its control, it may, at its option, suspend performance or cancel this Contract.

11. To secure Seller's obligation to make full payment to Buyer, Buyer hereby grants Seller a security interest in all goods sold under this Contract until the complete purchase price, and all other amounts owing by Buyer to Seller, are fully paid and hereby authorizes Seller to file UCC financing statements. If full payment is not made when due, Seller shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. In addition, in the event of Buyer's default in any obligation owed to Seller, Seller shall have the right to file and prosecute liens and to collect under any bond or other security for Seller's performance. All of Seller's rights and remedies provided in this Contract shall be cumulative and in addition to other rights and remedies provided by law or in equity.

12. Seller may, without prejudice to Buyer, cancel this Contract or demand payment in full immediately of all amounts due to Seller from Buyer if at any time: (a) Buyer shall commit any breach of any of the terms of this Contract or any other contract with Seller; or (b) Buyer makes an assignment for the benefit of its creditors or permits any judgment or lien against Buyer to remain unsatisfied for 7 days; or (c) if Buyer is an individual and shall die or have a receiving order made against Buyer or have any proceeding in bankruptcy, whether voluntary or involuntary, instituted; or (d) if Buyer is a corporation, limited liability company, partnership, or other entity and shall call any meeting of its creditors or have a receiver of any or all of its assets appointed or enter into any liquidation or bankruptcy proceedings whether voluntary or involuntary.

13. Unless an express definition herein or the context hereof otherwise requires, all terms used in this Contract which are defined or given meaning in the Uniform Commercial Code, as adopted in the State of Indiana, shall have the same definition and meaning for purposes of this Contract. This Contract shall be governed by the laws of the State of Indiana. Buyer hereby submits and consents to the jurisdiction of the Indiana State Courts located in the County of Allen, Indiana or any federal courts located in the Northern District of the State of Indiana, as Seller may designate for the purpose of litigation involving this Contract and any purchase of services or goods from Seller. Buyer waives any and all rights to commence any action against Seller in any jurisdiction except those specified above. All rights to a trial by jury with respect to any litigation involving this Contract and any purchase of services or goods from Seller are hereby relinquished and waived by Seller and Buyer. In no event shall any action against Seller be commenced more than 1 year after the date the claim for the cause of action first arose.

14. No delay or failure of Seller to require the performance of any of Buyer's obligations under this Contract shall affect Seller's right to require performance of such obligation in the future or of any other obligation or shall be construed as a waiver of Seller's right to require Buyer to perform any obligation under this Contract or otherwise.

15. This Contract is subject to approval by the Fort Wayne Common Council. In the event any required approval is not obtained, either party may terminate this Contract without further liability or obligation and the terms hereof shall be null and void.

Buyer's Initials: _____

CITY OF FORT WAYNE, INDIANA

Modern Tech Equipment, LLC

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

(iii) Not Applicable (If N/A, go to Section 2)

Name: _____

Name: _____

Address: _____

Address: _____

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship stock

partnership interest units (LLC)

other (explain) _____

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No x

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

Yes _____ No x

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No x

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ No x

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).

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes x No _____

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).

Proposal NF-202156-A

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No x

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

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

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

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

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

| | |
|---|---|
| <u>Modern Tech Equipment, LLC</u> (Name of Vendor) | <u>18609 US Highway 66 Pacific, MO 63069</u> Address |
| | <u>(800) 605-9680</u> Telephone |
| | <u>micheal@modtechequip.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) Micheal McCusker Title Owner
Signature *Micheal J McCusker* Date 09/28/21

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



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

September 29, 2021

Micheal McCusker, President
Modern Tech Equipment, LLC
18609 US Highway 66
Pacific, MO 63069

RE: Non-binding Letter of Intent to Purchase Equipment

Dear Mr. McCusker:

This letter is to notify you that the City of Fort Wayne, Indiana ("City") intends to purchase a Terex Finaly Jaw and Heavy-Duty Screen from your company, as more particularly described below. This letter also contains a summary of the parties' discussions regarding the terms of the proposed transaction.

1. The City intends to purchase from Modern Tech Equipment, LLC the following described equipment:
 - a. 2019 Terex Finlay J-960 Jaw, Serial # TRXJ961AHOMK91087; and
 - b. 2019 Terex Finlay 863 Heavy Duty Screen, Serial #TRX863HSKDGK60428
2. The total purchase price for items 1.a. and 1.b. is \$555,000.00
3. The purchase price includes a manufacturer's warranty of 12 months or 1,000 hours, whichever comes first. The purchase price also includes delivery, setup, and training in accordance with your company's standard protocols.
4. In addition to Items 1.a. and 1.b., the City desires to add the following options to its purchase:
 - a. 2-year additional warranty on the J-960 Jaw and 863 Heavy Duty Screen at a combined total cost of \$22,200.00;
 - b. Optional head pulley with magnet at a cost of \$11,055.00;
 - c. Wear parts for the J-960 Jaw at a cost of \$14,194.50; and
 - d. Wear parts for the 863 Heavy Duty Screen at a cost of \$4,699.08.
5. The total purchase for the equipment referenced in Section 1 and the additional options referenced in Section 4 is **\$607,148.58**.

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An Equal Opportunity Employer

6. The City is a municipal corporation and is exempt from paying taxes on purchased goods. The City will provide evidence of its tax-exempt status at the time of execution of a definitive Sales Contract.
7. The proposed transaction is subject to approval by the Fort Wayne Common Council, which is expected to be obtained no later than December 1, 2021. In the event approval is not obtained and a definitive contract is not signed by December 1, 2021, either party may terminate negotiations without liability to the other party.

This letter is only intended to memorialize the parties' intent to proceed with the transaction as described above. It is not intended to be, and shall not constitute in any way, a binding or legal agreement, or impose any legal obligation on either party. If the foregoing reflects your understanding of the proposed transaction, please sign this Letter of Intent in the space provided below and return a copy to me in the enclosed self-addressed stamped envelope.

Very truly yours,

City of Fort Wayne, Indiana



Steve Gillette,
Director of Purchasing

ACCEPTANCE OF PROPOSED TERMS OF SALE

Please indicate your concurrence with the above outline of terms and conditions by signing below.

Modern Tech Equipment, LLC

By: Micheal McCusker
Micheal McCusker, President

Date: 09/30/21

Modern Tech Equipment, LLC.

PROPOSAL #: NF-202156-A
PREPARED FOR: City of Fort Wayne, IN

TEREX FINLAY J-960 Jaw



TEREX FINLAY



BACKHAUS



ECOSTACK ECO SIFT

EQUIPMENT SOLUTIONS PROPOSAL

PROPOSAL #: NF-202156-A
DATE: September 10th, 2021
TO: City of Fort Wayne
200 E Berry Street #470
Fort Wayne, IN 46802
ATTN: Mr. Brian Robinson

2019 Model
Serial # TRXJ961AH0MK91087
231 +/- Hours Approximated

2019 Terex Finlay J-960 Jaw

Engine:

- Tier 4 Final / Stage IV Caterpillar C4.4 129kW (173hp)

Jaw Chamber:

- Terex 900 x 600mm (35" x 24") Single toggle jaw crusher c/w hydraulic wedge adjust
- Direct drive via clutch
- Premium Tooth Liners as standard
- Under crusher hydraulic deflector plate (Option Included)

Hopper & Feeder:

- Rigid fixed hopper
- Integrated pan and feeder - cassette is 50mm (2") spacing as standard
- Rubber blanking mat fitted below grizzly as standard.

Main Conveyor:

- 800mm(32") wide belt fitted with impact bars at feed point- fixed head.
- Hydraulic folding product conveyor c/w hydraulic raise/ lower (Option Included)

Auxiliary Conveyors:

- By-pass conveyor with 600mm (24") wide belt (Option Included)
- Singlepole overband magnet c/w stainless steel skirting & stainless steel discharge chute discharging on RHS of machine (Option Included)

Electrical:

- Emergency stops
- Handheld Track Control Set with Connection Lead
- Control panel positive air pressurization (Option Included)
- Radio remote system (Option Included)
- Feeder Control Station (Option Included)
- T-Link Telemetry System fitted c/w 7 years data subscription

Climate Spec:

- Standard oils - (Recommended for ambient temperatures between -42 to +86°F)

Dust Suppression:

- Piped for dust suppression c/w Spray bars

General Safety:

- Safety Guards in Compliance with Machinery Directive
- Dual speed tracking

PROPOSAL #: NF-202155-A
PREPARED FOR: City of Fort Wayne, IN

TEREX FINLAY 863 Heavy Duty Screen



EQUIPMENT SOLUTIONS PROPOSAL

2019 TEREX FINLAY 863 Heavy Duty Screen

Machine:

- 2019
- 34 +/- Hours Approximated.
- Serial # TRX863HSKDGK60428

Engine:

- Tier 4F / Stage IV - Caterpillar C4.4 - 4-cylinder diesel engine developing 82kW (110 Hp) @ 1800 RPM

Feeder:

- 4.25m (14ft) wide hopper c/w 1050mm (42") wide variable speed belt feeder
- Remote control hydraulic tipping reject grid c/w grouser bars 4.25m x 100mm spacing (14'-0" x 4")

Screenbox:

- 3.66m x 1.52m (12' x 5') top & middle deck screen and 3.00m x 1.52m (10' x 5') bottom deck screen
- (Mesh size TBD)
- Quick wedge tensioning - top and middle deck
- Hydraulic tensioning (bottom deck screen mesh)

Conveyors:

- 1000mm (39") wide main belt c/w skirting
- Anti-rollback plates (2nr)
- 650mm (26") wide chevron belt on both side conveyors
- 500mm (20") wide chevron belt on oversize plus product conveyor
- 1200mm (48") wide plain belt on fines conveyor

Electrical

- Emergency stops
- Control operation of tracks via hand-held set
- T-Link Telemetry System fitted c/w 7 years data subscription, bundled deal with ancillary services

General Safety:

- Safety guards in compliance with machinery directive
- Low level greasing
- 2 Speed tracking option (Dual)
- 200mm (7 7/8") increased ground clearance extension – Increases transport height to 3.64m (11' 47/50") (Option included)

| | |
|---------------|---------------|
| Package Price | \$ 555,000.00 |
|---------------|---------------|

Payment Terms: Payment in Full or Approved Financing Prior to Shipment of Machinery.
Delivery Terms: F.O.B. Fort Wayne
Taxes: All local, state and federal taxes are the responsibility of the customer.
Terms / Warranty: See MTE General Terms & Conditions of Sale

General Terms & Conditions of Sale will be included in Modern Tech Equipment's Sales contract.

I, the undersigned, being authorized to sign on behalf of my company, agree to and authorize the purchase of the above detailed equipment under the noted and included terms & conditions.

 On behalf of City of Fort Wayne, IN Date

Presented and accepted by:
Michael J. Heuser 09/29/21

 On behalf of Modern Tech Equipment, LLC Date

Notes:

Delivery, Setup and Training and Warranty Included.

Warranty on both units is 1 year or 1,000Hours, whichever comes 1st.

OPTIONS:

- Additional Warranty -1 year or 1,000Hours-\$11,100.00 _____
- Additional Warranty -2 years or 2,000Hours-\$22,200.00 _____
- Head Pulley Magnet and Chute - 863 Fines Conveyor \$11,055.00 _____



LIMITED PRODUCT WARRANTY (USA)

Terex GB Ltd, trading as Terex Mobile Processing Equipment and Terex USA, LLC (collectively, "Seller") warrants its new Equipment to be free of defects in material or workmanship for a period of (i) 12 months from the date the Equipment is first placed into service whether such Equipment is sold, rented or leased or (ii) 2000 hours of use, whichever first occurs, provided that in no event shall this warranty extend beyond a period of two years of the date of shipment from the factory, provided that the Buyer or the end-user sends Seller written notice of the defect within (30) days of its discovery and establishes to the Seller's satisfaction that: (i) the Equipment has been maintained and operated within the limits of rated and normal usage, and there have been no alterations to it; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer or the end-user or any of their respective agents or employees or any person using it (iii) a new machine registration certificate has been completed, signed and delivered to Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return the defective Equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Subject to the Buyer establishing that conditions (1)(i) and 1(ii) above have been met, Seller warrants all Critical Components (as defined herein) to be free, under normal use and service, of any defects in manufacture or materials for a period of: (1) twenty four (24) months from the date of commissioning, (2) 4000 hours of use, or (3) Thirty Six (36) months from the date of shipment from the factory, whichever occurs first. For the purposes of this warranty, Critical Components shall mean:

- Cone machines: - Main frame, Upper frame Countershaft and Housing, Drive pulley Drive Pinion and Gear, Eccentric, Wedge Ring (Excluding Pads)
- Jaw Machines: - Mainframe including Cross Beam, Eccentric Shaft, Jaw Stock, Toggle Beam, Flywheels
- Impactor Machines: - Rotor, Main shaft, Crusher Body and Drive Pulley,
- Screen Boxes: - Screen Box Welded Assembly, Screen Box Sub frame, Main Shaft.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part, which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FCA Seller's parts facility. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this limited product warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) other than genuine OEM Seller parts are used in the Equipment.

Accessories, assemblies and components included in the Equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, including without limitation friction plates, glass, clutch and brake linings, filters, wire rope and paint, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

No employee or representative is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever, or any liability for direct, indirect, incidental, or consequential damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the Equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure was due to improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the Equipment by persons not authorized by Seller.

Parts Warranty: Seller warrants the parts ordered from the Seller's parts department to be free of defect in material or workmanship for either (1) a period of 12 months after date of shipment from the factory or (2) 2000 hrs of use or (3) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from the Seller's parts department for Equipment that is no longer covered under this limited product warranty due to lapse of time or usage in excess of 4,000 hours of Critical Components, Seller warrants such parts to be free of defect in material or workmanship for a period of either 12 months after date of shipment from the factory or 2000 hrs of use, whichever occurs first.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller. Please contact your local distributor for additional details if needed.

ITEMS NOT COVERED BY SELLER WARRANTY

The following items are NOT covered under the Seller Warranty (the following list is not exhaustive):

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not an authorized Seller distributor.
2. Components which are not manufactured by Seller are not covered by Seller's warranty. Such components are covered only by the warranty that is provided by the manufacturer of such components. Such components may include, but are not limited to, chassis, engines, air compressors, batteries, tires, customer supplied products.
 1. **Replacement of assemblies:** Seller has the option to repair or replace any defective part or assembly. It is Seller's policy to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
 4. **Normal Operational Maintenance Services and Wear Parts:** Maintenance services and wear parts are excluded from warranty claims. Maintenance services and wear parts not covered include, but are not limited to, such items as: seals, gaskets, hoses, friction plates, glass, clutch and brake linings, filters, wire rope, exterior coatings, proper tightening of bolts, nuts and fittings, adding or replacing of fluids, filter, breathers, belts, nozzles, adjustments of any kind, services supplies such as hand cleaners, towels and lubricants, inspections, diagnostic time, travel time.
 5. **Transportation cost and/or damage:** Any damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier.
 6. **Deterioration:** Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
 7. **Secondary Failures:** Should the owner or operator continue to operate a machine after it has been noted that a failure has occurred, Seller will not be responsible under the warranty for resultant damage to other parts due to that continued operation.
 8. **Workmanship of Others:** Seller does not accept responsibility for improper installation or labor costs or costs of any kind from personnel other than authorized Seller distributor personnel.
 9. **Stop and Go Warranty:** Seller does not recognize "Stop and Go" warranties.
 10. **Incidental or Consequential Damage:** SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, INCREASED OVERHEAD, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, COSTS OF REPLACEMENT COMPONENTS AND INCREASED COSTS OF OPERATION THAT MAY ARISE FROM THE BREACH OF THIS WARRANTY. Customer's sole remedy shall be limited to (at Seller's sole option) repair or replacement of the defective part.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment. This warranty shall not apply to any of Seller's Equipment or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by any party shall operate to extend or revive this limited warranty without the prior written consent of Seller. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT SELLER'S SOLE OPTION) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY, IN NO EVENT SHALL SELLER, OR ANY SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES RESULTING FROM A BREACH OF WARRANTY INCLUDING, WITHOUT LIMITATION, LABOR COSTS, LOSS OF USE OF OTHER EQUIPMENT, THIRD PARTY REPAIRS, LOST PROFITS, LOST TIME, TOWING OR HAULING OF EQUIPMENT, RENTAL COSTS, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, IMPROPER PERFORMANCE OR WORK, PENALTIES OF ANY KIND, LOSS OF SERVICE OF PERSONNEL, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAWS.

Effective with sales to the first user on or after March 1, 2008

CATERPILLAR LIMITED WARRANTY

New 3000 Family, C0.5 through C4.4 and ACERT Industrial Engines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new 3000 Family, C0.5 through C4.4 and ACERT industrial engines sold by it, to be free from defects in material and workmanship. ACERT industrial engines refer to the C6.6, C7, C9, C11, C13, C15, C18, C27, and C32 engine models.

This warranty does not apply to engines sold for use in marine applications, engines in machines manufactured by Caterpillar, or Caterpillar brand batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

The standard warranty period for new 3003, 3011, 3013, 3014, 3024, C0.5, C0.7, C1.1, C1.5, C1.6, and C2.2 engines used in mobile agricultural, industrial, locomotive and petroleum application (excluding Petroleum Power Systems) is 24 months or 2000 hours, whichever occurs first (with the first 12 months at unlimited hours) after date of delivery to the first user.

The standard warranty period for new 3034, 3044, 3054, 3056, C3.4, C4.4, and C6.6 engines used in mobile agricultural, industrial, locomotive and petroleum application (excluding Petroleum Power Systems) is 24 months or 3000 hours, whichever occurs first (with the first 12 months at unlimited hours) after date of delivery to the first user.

The standard warranty period for new C7, C9, C11, C13, C15, C18, C27, and C32 engines used in industrial application is 24 months or 3000 hours, whichever occurs first (with the first 12 months at unlimited hours), and 24 months for mobile agricultural applications, after date of delivery to the first user.

The standard warranty period for rotating electricals (i) used on new 3000 Family, C0.5 through C4.4 and C6.6 engines is 12 months from date of engine delivery to the

first user, and (ii) used on new C7, C9, C11, C13, C15, C18, C27, C32 engines is 24 months or 3000 hours, whichever occurs first (with the first 12 months at unlimited hours) after date of engine delivery to the first user.

The standard warranty period for Petroleum Power Systems is 12 months after date of delivery to the first user.

Extended Warranty

For new 3034, 3044, 3054, 3056, C3.4, C4.4, and C6.6 engines:

- **Low Usage:** In cases where the engine use does not exceed 500 hours per year, the warranty period is extended for an additional year or until the engine use reaches a total of 1500 hours, whichever occurs first, after date of delivery to the first user.

For all new 3000 Family, C0.5 through C4.4, and ACERT engines:

- **Major Components:** A major components extended warranty applies solely to the following components: cylinder block casting, cylinder head casting, crankshaft (excluding bearings), camshaft and connecting rods. These parts are warranted against defects in material and workmanship for 36 months after date of delivery to the first user. This warranty runs concurrently with the standard warranty period.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the standard warranty period or the extended warranty period if applicable, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant and other service items made unusable by the defect.
- Provide reasonable or customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required, provided that (i) for new 3003, 3011, 3013, 3014, 3024, C0.5, C0.7, C1.1, C1.5, C1.6, and C2.2 engines, labor to disconnect and reconnect the product is provided up to 10 hours (labor to disconnect and reconnect the product in excess of 10 hours is the user's responsibility), and (ii) for new 3034, 3044, 3054, 3056, C3.4, C4.4, and C6.6 engines, the labor to disconnect and reconnect the product is provided up to 15 hours (labor to disconnect and reconnect the product in excess of 15 hours is the user's responsibility).

For new 3000 Family and C0.5 through C7 engines:

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Caterpillar dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For new C9, C11, C13, C15, C18, C27, and C32 engines:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging when Caterpillar elects to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery data to the first user.

(continued on reverse side)

- Labor costs, except as stated under "Caterpillar Responsibilities".
- Travel expenses not covered under "Caterpillar Responsibilities".
- All costs associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE, REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other

rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4985. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P.O. Box 610, Moseville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation which Caterpillar judges improper.
- Failures resulting from attachments, accessory items and parts not sold or approved by Caterpillar.

- Failures resulting from abuse, neglect and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel-setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the engine.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

Interoffice Memo

Date: **October 8, 2021**
To: Common Council Members
From: Brian Robinson, Superintendent Water Pollution Control Plant
RE: **Purchase of Heavy-Duty Equipment from Modern Tech Equipment, LLC**

Fort Wayne City Utilities seeks to purchase from Modern Tech Equipment, LLC a 2019 Terex Finlay Jaw and a 2019 Terex Finlay Heavy Duty Screen, together with an extended warranty, appurtenant equipment, and necessary wear parts. Because these units are 2019 models, they represent a unique opportunity to acquire the equipment at a savings of over \$100,000.00.

This equipment will allow Fort Wayne City Utilities to crush rock and concrete spoils at its Biosolids facility without having to contract those services to a third-party vendor. The estimated savings of doing the work in house is more than \$2,000,000.00.

Implications of not being approved: If the sales contract is not approved, City Utilities will either procure new units at a higher cost or contract the spoils crushing services to a third-party vendor. If City Utilities elects to purchase new units, the lead time on new equipment is 7-12 months. During this waiting period, City Utilities will have no means of crushing the spoils that are already located onsite and will not be able to create products that can then be re-sold to the public.

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

When City Utilities was made aware of this opportunity, it obtained quotes for a new Jaw and Heavy-Duty Screen to evaluate the potential savings. The savings realized from purchasing the 2019 units is over \$100,000.00. Because there are no other 2019 units available, this purchase represents a unique opportunity that cannot be matched by another vendor.

The cost of said contract is being paid out of the Utility's operating budget.

Council Introduction Date: October 12, 2021

Public Hearing Date: N/A

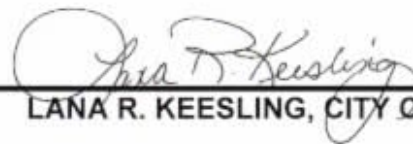
Read the first time in full and on motion by Councilperson Hines.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson 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"/> |
| CHAMBERS | <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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PADDOCK | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TUCKER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DATED: October 26, 2021



LANA R. KEESLING, CITY CLERK

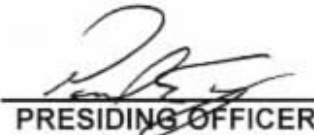
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-21-10-03 on the 26th day of October, 2021

ATTEST:



LANA R. KEESLING
CITY CLERK



PRESIDING OFFICER

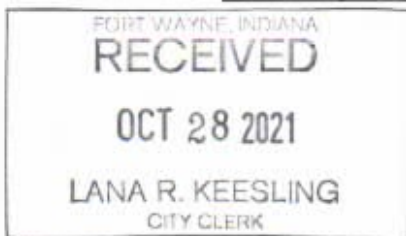
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th of October 2021, at the hour of 11:10 o'clock A.M.

E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 27th day of OCTOBER 2021, at the hour of 4:00 o'clock PM E.S.T.




THOMAS C. HENRY, MAYOR

BILL NO. S-21-10-03

REPORT OF COMMITTEE ON FINANCE

October 19, 2021

Glynn Hines Chair

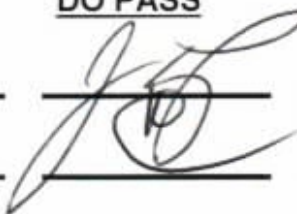

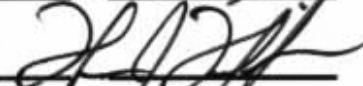

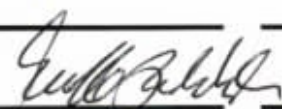

Jason Arp Co-Chair

All Council Members

An Ordinance approving Sales Contract for the purchase of certain heavy-duty equipment between Modern Tech Equipment, LLC and the City of Fort Wayne, Indiana

Involving a total cost of not-to-exceed \$607,148.58

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

| <u>COUNCIL MEMBER</u> | <u>DO PASS</u> | <u>DO NOT PASS</u> | <u>ABSTAIN</u> |
|-----------------------|---|--------------------|----------------|
| <u>ARP</u> |  | | |
| <u>CHAMBERS</u> | | | |
| <u>DIDIER</u> | | | |
| <u>ENSLEY</u> |  | | |
| <u>FREISTROFFER</u> |  | | |
| <u>HINES</u> |  | | |
| <u>JEHL</u> | | | |
| <u>PADDOCK</u> |  | | |
| <u>TUCKER</u> |  | | |

**LANA R. KEESLING
CITY CLERK**

