

1 **BILL NO. S-24-01-11**

2 **SPECIAL ORDINANCE NO. S- 9-24**

3
4 **AN ORDINANCE** approving the awarding of ITB #8825213 -
5 SERVICE AGREEMENT – FOELLINGER-FREIMANN
6 BOTANICAL CONSERVATORY ELEVATOR
7 RENOVATION PROJECT - (\$255,000.00) between
8 AMERICAN ELEVATOR, INC. and the City of Fort Wayne,
9 Indiana, for the PARKS AND RECREATION
10 DEPARTMENT, by and through its Board of Park
11 Commissioners.

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

14 **SECTION 1.** That ITB #8825213 - SERVICE AGREEMENT – FOELLINGER-
15 FREIMANN BOTANICAL CONSERVATORY ELEVATOR RENOVATION PROJECT -
16 between AMERICAN ELEVATOR, INC. and the City of Fort Wayne, Indiana, for the
17 PARKS AND RECREATION DEPARTMENT, by and through its Board of Park
18 Commissioners, respectfully for:

19 A TURNKEY INSTALLATION OF ELEVATOR COMPONENTS AND
20 SERVICES FOR UPGRADE OF THE EXISTING ELEVATOR
21 SYSTEM PER THE SCOPE OF WORK IN THE BID DOCUMENTS.
22 WORK INCLUDES, BUT IS NOT LIMITED TO CONTROLLER
23 REPLACEMENT, NEW LANDING SYSTEM, NEW POWER UNIT,
24 OIL TANK, CONTROL VALVE, OIL PUMP, MOTOR, HOISTWAY
25 WIRING, TRAVELING CABLE AND ADA CAR STATION PANEL;

26 involving a total cost of TWO HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS
27 – (\$255,000.00) all as more particularly set forth in said ITB #8825213 - SERVICE
28 AGREEMENT – FOELLINGER-FREIMANN BOTANICAL CONSERVATORY ELEVATOR
29 RENOVATION PROJECT - which is on file in the Office of the City Clerk, and is by
30 reference incorporated herein, made a part hereof, and is hereby in all things ratified,
confirmed and approved.

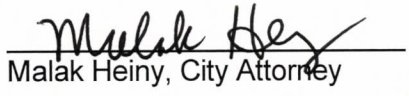
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SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Malak Heiny, City Attorney

Quote Tabulation

Project Name: Foellinger-Friemann Conservatory Elevator Renovation

QuestCDN No.: 8825213

Project No.: 2023081

Quotes Due: 12/07/2023

| | | | | |
|--|---------------------------|--|--|--|
| CONTRACTOR: | American Elevator Inc. | | | |
| Base Quote: with \$5,000.00 Contingency | \$255,000.00 | | | |
| TOTAL | \$255,000.00 | | | |



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96
State Form 52414 (R2/2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

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

Date (mo / dy / year): 12/06/23

1. Governmental Unit (Owner): Fort Wayne Parks and Recreation
2. County: Allen
3. Bidder (Firm): American Elevator, Inc.
Address: 2030 E 600 S
City / State / ZIP code: Anderson, IN. 46017
4. Telephone Number: (765)374-0429
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Elevator Renovation

in accordance with plans and specifications prepared by Fort Wayne Parks and Recreation

and dated _____ for the sum of Two Hundred Fifty Thousand and \$ 250,000.00
December 07, 2023 00/100

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 6 day of December, 2023 subject to the following conditions: _____

Contracting Authority Members:

-Darrin Middendorf _____

PART II

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

Governmental Unit: Fort Wayne Parks and Recreation
 Bidder (Firm): American Elevator, Inc.
 Date (mo/dy/year): December, 06 2023

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

| Contract Amount | Class of Work | Completion Date | Name and Address of Owner |
|-----------------|---------------|-----------------|---------------------------|
| \$990,000 | Modernization | 3-1-23 | Rousseau Center |
| 196,000 | Modernization | 12-29-22 | Robertson Apt |
| \$167,000 | Modernization | 12-28-22 | Ivy Tech Ft Wayne |

2. What public works projects are now in process of construction by your organization?

| Contract Amount | Class of Work | Expected Completion Date | Name and Address of Owner |
|-----------------|---------------|--------------------------|---------------------------|
| \$1,000,000 | Modernization | 12-10-2023 | ICC Escalator/Elevator |
| \$600,000 | Modernization | 1-1-2024 | Purdue Helmke Library |
| \$1,063,000 | Construction | 2-1-2024 | Indiana State Museum |

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

- Allison Transmission - Randy Burgess Randall.Burgess@allisontransmission.com -
- _Hilton Hotel Fort Wayne - Mark Luttk mluttk@hiltonfortwayne.com -
- Crackers Comedy Club - Tony Mehra tony1mehra@yahoo.com -
- ^Muncie Power Products - Jim Wallace jwallace@Munciepower.com -

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

_____ We will use one team to complete _____
_____ the project _____

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

_____ None _____

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

_____ None _____

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

_____ Hoisting, rigging, hand and power tools. _____
_____ _____

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

_____ Yes _____

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

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

Dated at 8:00am this 6th y of December, 202023

American Elevator, Inc
(Name of Organization)

By [Signature]
President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Madison) SS

Before me, a Notary Public, personally appeared the above-named Darrin Middendorf

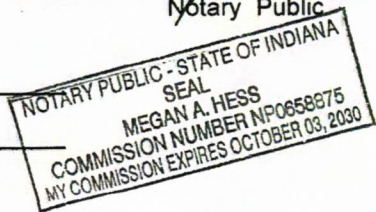
and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 6th day of December, 2023

[Signature]
Notary Public

My Commission Expires: 10/3/2030

County of Residence: Madison



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

BID OF

American Elevator, Inc

(Contractor)

2030 E 600 S Anderson, IN 46017

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____, _____

Action taken _____

END OF SECTION 004584

INDIANA CONTRACTOR QUALIFICATION CERTIFICATION

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

American Elevator Inc

Name of Company

By: Darrin Middendorf
(Signature)

Darrin Middendorf

(Printed Name)

Title: President

END OF SECTION 004585



Non-Common Wage Project

**Office of Vendor Compliance
Pre-Construction Conference Presentation**

Date: _____ Place: _____

Name: American Elevator Inc Number _____

Prime Contractor: American Elevator Inc Award: _____

Compliance Officer: Jessica Bucher Email: Jessica.Bucher@cityoffortwayne.org

Emerging Business Enterprise (EBE) Goal: The City of Fort Wayne has established a goal that 10% of the contract dollar amount on construction projects be contracted with Emerging Business Enterprises (EBEs). This goal can be met through the use of suppliers and/or subcontractors. **Effective November 5, 2018**, the City of Fort Wayne will allow the goal to be met through supplemental use of Disadvantaged Business Enterprises (DBEs) certified by the State of Indiana Department of Transportation or Minority and Women Business Enterprises certified by the Indiana Department of Administration.

Waiver/Reduction Form: If the prime contractor is unable to meet the goal, he/she must submit a Waiver Reduction Request form to the Vendor Compliance Office along with documentation of the efforts made and any other rationale for not complying with the Order. If the request is denied, a recommendation will be made to schedule a hearing with the Board of Public Works. If the denial is upheld the contract dollar amount may be reduced by up to 5%.

Prime Contractor Self Performance: The prime/general contractor must perform at least 15% of the total contract price with their own labor force, services or materials.

Contractor Insurance Requirements: Any contractor/subcontractor that performs work or provides a service on the project must maintain general liability insurance in at least the amount of \$1 million for each occurrence and at least \$2 million for the general aggregate.

Compensation in Cash: Contractors working on public works projects are prohibited from paying their employees in cash.

INDOT or IDOA Qualification: On contracts over \$300,000 contractors must be qualified by the Indiana Department of Administration or the Indiana Department of Transportation before performing any work on a public works project.

Access to Training: A contractor on a public works project that employs 10 or more employees must provide access to training similar to the tasks to be performed. Training can be offered through any of the following programs: an apprenticeship, Ivy Tech, Vincennes University, a program established by or for the contractor; a program sponsored by the US Department of Labor; or similar.

Compliance Forms: The City's contract is with the prime contractor; therefore, the prime contractor is responsible for the compliance of all subcontractors and lower-tier subcontractors. It is the responsibility of the prime contractor to ensure the compliance report forms are given to all subcontractors. If the prime contractor, subcontractor, or lower-tier subcontractor fails to provide our office with the required reporting documents or other requested information, any penalties or sanctions will apply to the prime contractor.

In accordance with applicable Federal, State & City regulations, please be advised of the following required compliance forms:

Subcontractor/Supplier List: Prime Contractor will submit a list of subcontractors, lower-tier subcontractors, and suppliers "prior" to start of construction and include name of firm, contact person, phone, address, scope of work/service and dollar amount. The prime contractor shall not contract with a subcontractor, lower-tier subcontractor or supplier who is suspended or debarred by Federal, State Government or the City of Fort Wayne.

Monthly Employment Report: Prime contractor, subcontractors, and lower-tier subcontractors submit for each month work is performed (no monthly overlap).

Manpower Utilization Summary: Prime contractor submits project-end report within ten (10) days after completion of project.

Unauthorized Aliens: All contractors entering into a public contract with the City must enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program or any other system of legal residence verification approved by the United States Department of Homeland Security.

The contractor will also be required to sign an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

If the contractor uses a subcontractor to provide services or work the subcontractor shall certify to the prime contractor that he/she does not knowingly employ an unauthorized alien and has enrolled in and is participating in the E-Verify program or any other system of legal residence verification.

PERSONS RECEIVING CITY PRESENTATION:

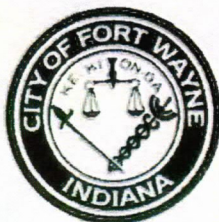
Contractor: American Elevator Inc **Date:** _____

Project Engineer: _____ **Date:** _____

Consultant: _____ **Date:** _____

Compliance Officer: _____ **Date:** _____

END OF SECTION 004580



CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

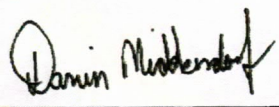
This Document may be completed electronically at the following website address
<https://tinyurl.com/COFWAffirmativeAction>

NAME OF COMPANY American Elevator Inc
ADDRESS 2030 E 600 S CITY, ZIP CODE Anderson, IN 46017
E-MAIL ADDRESS Darrin@americanelevatorinc.net PHONE # 765-374-0429
FAX # 765-374-3103

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

Darrin Middendorf
Name: (please print)

12/05/2023
Date:

President
Title:

Signature:

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

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

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

3. Current number of employees 22

Number of employees in **January of this Year** 22

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

We hire the available labor from the IUEC #44.

5. List minority recruitment sources below:

| <u>Agency</u> | <u>Contact Person</u> | <u>Date</u> |
|---------------|-----------------------|-------------|
| NA | | |

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

Approximately how many? X

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

| | | |
|---------------------------|-----------------------------|---|
| A. Officials and Managers | <u> </u> | % |
| B. Professionals | <u> </u> | % |
| C. Technicians | <u> </u> | % |
| D. Sales | <u>4.5</u> | % |
| E. Office and Clerical | <u> </u> | % |
| F. Skilled Craftsman | <u>95.5</u> | % |
| G. Other | <u> </u> | % |

8. **WRITTEN STATEMENT OF COMPANY POLICY**

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

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

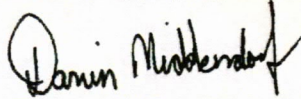
The President will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age or veteran status. Such action will include but not be limited to: Recruitment, advertising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

American Elevator Inc

12-05-2023

Name of Company or Firm

Date



Signature of Highest Company Official

Darrin Middendorf, President

Name and Title of Signer

Please type or print

**STATISTICAL INFORMATION FOR
AFFIRMATIVE ACTION / VENDOR COMPLIANCE**

American Elevator Inc

Name of Contractor or Supplier
2030 E 600 S Anderson, IN 46017
765-374-0429
Address and Telephone Number

Darrin Middendorf, President
(Information Given By)

Darrin Middendorf, President
Person Filling Out This Form and Data

| EEOC CATAGORY | EMPLOYEES BY RACE/ETHNICITY/SEX | | | | | | | | | DISABLED EMPLOYEES | | | | | | | | | TOTAL EMPLOYEES | | |
|----------------------------------|---------------------------------|-----|-----|---|---|---|-------|---|---|--------------------|---|---|-----|---|---|---|-------|---|-----------------|-------------|---|
| | W | | BLK | | H | | OTHER | | | (Designate) | W | | BLK | | H | | OTHER | | | (Designate) | |
| | M | F | M | F | M | F | M | F | M | | F | M | F | M | F | M | F | M | | | F |
| 1. OFFICIAL & ADMINISTRATORS | | | | | | | | | | | | | | | | | | | | | |
| 2. PROFESSIONALS | | | | | | | | | | | | | | | | | | | | | |
| 3. TECHNICIANS | | | | | | | | | | | | | | | | | | | | | |
| 4. OPERATIVES | | | | | | | | | | | | | | | | | | | | | |
| 5. LABORER | | | | | | | | | | | | | | | | | | | | | |
| 6. OFFICE AND CLERICAL | | | | | | | | | | | | | | | | | | | | | |
| 7. SKILLED CRAFT WORKERS | | 21 | | | | | | | | | | | | | | | | | | 21 | |
| 8. SERVICE - MAINTENANCE WORKERS | | | | | | | | | | | | | | | | | | | | | |
| 9. SALES WORKERS | | 1 | | | | | | | | | | | | | | | | | | 1 | |
| TOTALS | | 22 | | | | | | | | | | | | | | | | | | 22 | |
| PERCENTAGES | | 100 | | | | | | | | | | | | | | | | | | | |

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Date: December, 05, 2023
month, day year

American Elevator Inc

Name of Bidder

By: Darrin Middendorf, President

Title: 2030 E 600 S Anderson, IN 46017
Official Address & Zip Code

END OF SECTION 004581

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Darrin Middendorf, the _____
Name
President, of American Elevator Inc
Position Company

HEREBY CERTIFY THAT:

1. The Financial Statement of said Company, dated the 6 day of December, 2023, now on file in the office of Parks and Recreation Department of Fort Wayne, Indiana, made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,
2. I am familiar with the books of said Company, showing its financial condition and am authorized to make this certificate on its belief.

DATE: 12/05/2023

Darrin Middendorf
Signatory

Darrin Middendorf
Printed Name of Signatory

ACKNOWLEDGED

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 6 day of December, 2023.

Megan A. Hess
NOTARY PUBLIC
Megan A. Hess
Notary Public Printed Name

A Resident of Madison County.
My Commission Expires 10/3/2030



END OF SECTION 004582

EBE/MBE/WBE WAIVER/REDUCTION APPLICATION

Type of Waiver Requested: X EBE X MBE X WBE

Project Resolution Number: 2023081

Project Name: Foellinger-Freiman Botanical Conservatory Elevator Renovation

Submitted By: American Elevator Inc

Address: 2030 E 600 S

City, State Zip Code: Anderson, IN 46017

Phone: 765-374-0429 Email: darrin@americanelevatorinc.net

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

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

We self perform all work.

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

Name of firm contacted: NA

Address: _____

Phone: _____

Contact Date & Time: _____

Method: Phone Fax Written Other (explain): _____

Name of firm contacted: _____

Address: _____

Phone: _____

Contact Date & Time: _____

Method: Phone Fax Written Other (explain): _____

Name of firm contacted: _____

Address: _____

Phone: _____

Contact Date & Time: _____

Method: Phone Fax Written Other (explain): _____

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

COPIES OF ALL WRITTEN OR FAX SOLITIFICATIONS MUST BE ATTACHED

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

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

We self perform all work.

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

a. Price Quoted:

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

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

NA

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

5. Summary:

I, Darrin Middendorf of American Elevator Inc (company) hereby

request a reduction of 100 % from the EBE/M/WBE participation goal. This request is being sought for the reason explained above.

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

Signed:  Date: 12/05/2023

Title: President

END OF SECTION 004583

CITY OF FORT WAYNE, INDIANA

American Elevator 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: Darrin Middendorf

Name: Kelley Middendorf

Address: 4030 Abbett Rd Brookville, IN 47012

Address: 4030 Abbett Rd Brookville, IN 47012

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: Darrin Middendorf 31 %

Name: Kelley Middendorf 51 %

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).

Elevator Maintenance

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

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

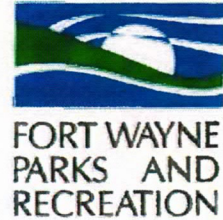
Section 4: CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.



Drug Policy Acknowledgement Form

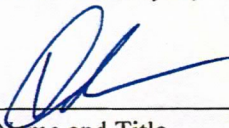


Pursuant to Article 19.08B of the Instructions to Bidders, Contractor acknowledges the City of Fort Wayne has in place Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.citvoffortwayne.org/purchasing-home.html>.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

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

American Elevator Inc

Name of Company



Name and Title

Darrin Middendorf, President

Drug Policy Acknowledgement Form
00 54 52-1

END OF SECTION 004587

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.

Name of Company **American Elevator Inc**

Printed Name of Person Signing
Darrin Middendorf, President



Signature

Title

12/6/23
Date

Bid Bond

CONTRACTOR:

(Name, legal status and address)

American Elevator, Inc.
2030 E 600 S
Anderson, IN 46017

SURETY:

(Name, legal status and principal place

of business) Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Fort Wayne Parks and Recreation
705 E. State Blvd.
Fort Wayne, IN 46805

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Foellinger-Freimann Botanical Conservatory Elevator Renovation QuestCDN#: 8825213, Parks Project #: 2023081

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of November, 2023

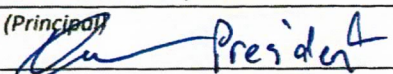


(Witness)

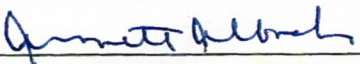


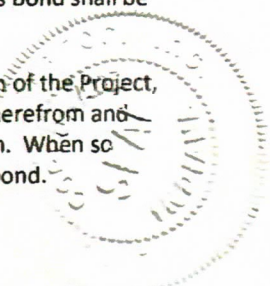
(Witness) Stephanie Shetler

American Elevator, Inc.

(Principal)  President (Seal)

Employers Mutual Casualty Company

(Surety)  (Seal)
(Title) Annette Albach, Attorney-in-Fact





P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Annette Albach

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

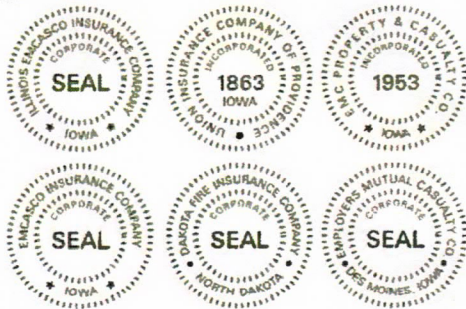
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of November, 2023.

Ryan J. Springer
Vice President



**SERVICE AGREEMENT: Botanical Conservatory Elevator Renovation,
#8825213**

| | | | |
|--|-----|--|-----|
| SUPPLIER NAME American Elevator, Inc. | | CITY DEPARTMENT Parks and Recreation | |
| STREET ADDRESS 2030 E 600 S | | STREET ADDRESS 705 E. State Blvd. | |
| CITY, STATE, ZIP CODE Anderson, IN 46017 | | CITY, STATE, ZIP CODE Fort Wayne, IN 46805 | |
| ATTENTION Darrin Middendorf | | INVOICE ADDRESS 705 E. State Blvd. | |
| TELEPHONE 765-374-0429 | FAX | CITY, STATE, ZIP CODE Fort Wayne, IN 46805 | |
| EMAIL ADDRESS darrin@americanelevatorinc.net | | ATTENTION Chad Shaw | |
| | | TELEPHONE (260) 427-6425 | FAX |

| Service Description | Rates |
|---|---------------------|
| Improvements per contract documents for the replacement/renovation of the Conservatory elevator | \$255,000.00 |
| Aggregate Price | \$255,000.00 |

The following is made a part of this Agreement:

- Bid Tab
- Proposal

| |
|--|
| SERVICE ADDRESS Foellinger-Freimann Botanical Conservatory |
| CITY, STATE, ZIP CODE 1100 S. Calhoun Fort Wayne, IN 46802 |
| AGREEMENT START DATE Date given on Purchase Order |
| AGREEMENT END DATE 12 months after issuance of P.O. |

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

SUPPLIER:

City of Fort Wayne – Board of Park Commissioners

| | |
|---|--|
| By (Signature): | By (Signature): |
| Printed Name: Darrin Middendorf | Printed Name: Steve McDaniel |
| Title: Project Manager | Title: Director |
| Date: 12/08/23 | Date: 12/11/23 |

FEDERAL TAX ID NUMBER: **26-2810077** SERVICE AGREEMENT – PAGE 1

SECTION 00386
SERVICE AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

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

| | |
|------------------------------------|--|
| (a) Worker's Compensation | per statutory requirements. |
| (b) General Liability | \$1,000,000 minimum per occurrence/ \$2,000,000 aggregate |
| (c) Automobile Liability | \$1,000,000 minimum per occurrence |
| (d) Products Liability | \$1,000,000 minimum per occurrence |
| (e) Completed Operations Liability | \$1,000,000 minimum per occurrence |

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act, et seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

(This form was last updated November 1, 2016.)

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs & BIDS

| | |
|-------------------------------|---|
| Quest Bid # | 8825213 |
| Awarded To | American Elevator, Inc. |
| Amount | \$255,000 |
| Conflict of interest on file? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Number of Registrants | 6 |
| Number of Proposals | 1 |
| Required Attachments | Project Bid Tab |

EXTENSIONS

| | |
|------------------------------|----|
| Date Last Bid Out | NA |
| # Extensions Granted To Date | 0 |

SPECIAL PROCUREMENT

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

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

| | |
|-------------------------------------|---|
| Most Responsible, Responsive Lowest | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i> |
| If not lowest, explain | |

COUNCIL DIGEST SHEET

COST COMPARISON

| | |
|--|-----|
| <i>Increase/decrease amount from prior years For annual purchase (if available).</i> | n/a |
|--|-----|

DESCRIPTION OF PROJECT / NEED

| | |
|--|---|
| <i>Identify need for project & describe project; attach supporting documents as necessary.</i> | This project includes a turnkey installation of elevator components and services for upgrade of the existing elevator system per the scope of work in the bid documents. Work includes, but is not limited to controller replacement, new landing system, new power unit, oil tank, control valve, oil pump, motor, hoistway wiring, traveling cable and ADA car station panel. |
| | |
| | |
| | |
| | |
| | |

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

| | |
|-----------------------------|--------------------|
| <i>Account Information.</i> | Conservatory Trust |
| | |
| | |
| | |
| | |
| | |

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Chad Shaw
CC: File
Subject: Council Approval of Foellinger-Freimann Botanical Conservatory Elevator Renovation Project
Date: January 2, 2024

The City of Fort Wayne Parks and Recreation Department (FWPRD), on behalf of the Board of Park Commissioners has requested quotes from firms qualified to provide a turnkey installation of elevator components and services for upgrade of the existing elevator system at the Foellinger-Freimann Botanical Conservatory. Project includes the following general components:

1. Controller Replacement
2. New Landing System
3. New Power Unit
4. Oil Tank and Pump
5. Control Valve
6. Motor
7. Hoistway Wiring
8. Traveling Cable
9. ADA Car Station Panel

Quotes from one (1) firm was received on December 7, 2023. Due diligence was carried out in requesting bids, including public posting of the project RFQ and phone calls made to local elevator maintenance and construction contractors; however, only one contractor showed interest in replacing the Conservatory's freight elevator. Parks staff recommend that the Board of Park Commissioners enter into a contract with American Elevator, Inc. for the above-mentioned work. Please see attached bid sheet.

We are requesting approval for a contract with American Elevator, Inc. at a total cost of **\$255,000.00**. This project is funded through the Botanical Conservatory Trust.

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

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

Thank you in advance.

Chad Shaw
Superintendent of Parks Planning, Landscape and Horticulture – Ft. Wayne Parks and Recreation

BILL NO. S-24-01-11

REPORT OF COMMITTEE ON FINANCE

January 16, 2024

Sharon Tucker Chair

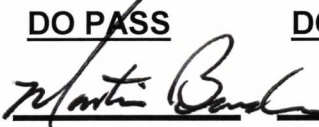




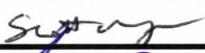


Marty Bender Co-Chair

All Council Members

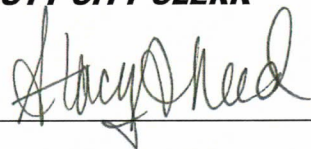
An Ordinance approving the awarding of ITB #8825213 - Service Agreement – FoellingerFreimann Botanical Conservatory Elevator Renovation Project - between American Elevator, Inc. and the City of Fort Wayne, Indiana, for the Parks and Recreation Department, by and through its Board of Park Commissioners

Involving a total cost of \$255,000.00

COMMITTEE ON FIANANCE 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> |
|-----------------------|---|--------------------|----------------|
| BENDER |  | | |
| CHAMBERS |  | | |
| ENSLEY |  | | |
| FREISTROFFER |  | | |
| HARTMAN |  | | |
| JEHL | | | |
| MYERS |  | | |
| PADDOCK |  | | |
| TUCKER |  | | |

**STACY REED
DEPUTY CITY CLERK**



Public Hearing Date: N/A

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

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

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

| <u>TOTAL VOTES</u> | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> |
|--------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| BENDER | <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"/> |
| 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"/> |
| HARTMAN | <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"/> |
| MYERS | <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"/> |
| TUCKER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DATED: January 23, 2024

STACY REED, DEPUTY CITY CLERK

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

Special Ordinance No. S-24-01-11 on the 23rd day of January, 2024

ATTEST:

STACY REED
DEPUTY CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th of January 2024, at the hour of 10:45 o'clock A.M. E.S.T.

STACY REED, DEPUTY CITY CLERK

Approved and signed by me this 30TH day of JANUARY 2024, at the hour of 9:00 o'clock AM E. S.T.

THOMAS C. HENRY, MAYOR