

1 **BILL NO. S-25-06-17**

2 SPECIAL ORDINANCE NO. S-80-25

3 **AN ORDINANCE** approving SERVICE AGREEMENT  
4 for electrical labor – NORTH CONTROL ROOM PLC &  
5 NETWORK IMPROVEMENTS – WO# 66750 – (not to  
6 exceed amount of \$980,097.00) between  
7 SHAMBAUGH & SON and the City of Fort Wayne,  
8 Indiana, by and through its Board of Public Works.

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

11 **SECTION 1.** That the SERVICE AGREEMENT for electrical labor -  
12 NORTH CONTROL ROOM PLC & NETWORK IMPROVEMENTS – WO# 66750 –  
13 between SHAMBAUGH & SON and the City of Fort Wayne, Indiana, by and  
14 through its Board of Public Works, is hereby ratified, and affirmed and approved in  
15 all respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power,  
17 transportation, miscellaneous equipment, etc., necessary for  
18 THE REMOVAL OF EXISTING CONTROL PANELS AND  
19 INSTALLATION OF OWNER FURNISHED CONTROL PANELS  
20 LOCATED IN THE SOFTENING BUILDING AND CHEMICAL  
21 FEED BUILDING, THE REMOVAL OF EXISTING WIRING AND  
22 CONDUITS AND INSTALLING OWNER FURNISHED  
23 INSTRUMENTS, CONDUIT AND WIRE;

24 involving a total cost not to exceed NINE HUNDRED EIGHTY THOUSAND  
25 NINETY-SEVEN HUNDRED DOLLARS AND 00/100 (\$980,097.00). A copy of  
26 said Contract is on file with the Office of the City Clerk and made available for  
27 public inspection, according to law.  
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1                   **SECTION 2.** That this Ordinance shall be in full force and effect from  
2 and after its passage and any and all necessary approval by the Mayor.

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5                   \_\_\_\_\_  
6                   Council Member

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8                   **APPROVED AS TO FORM AND LEGALITY**

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10                  \_\_\_\_\_  
11                  Malak Heiny, City Attorney

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24 6.10.25

**SERVICE AGREEMENT**

**North Control Room PLC & Network Improvements ("PROJECT")**

This Agreement is by and between

**CITY OF FORT WAYNE ("CITY")**

by and through its

Board of Public Works  
City of Fort Wayne  
200 E. Berry Street, Suite 210  
Fort Wayne, IN 46802

and

Shambaugh & Son (SUPPLIER)  
7614 Opportunity Dr.  
Fort Wayne, IN. 46825

Who agree as follows:

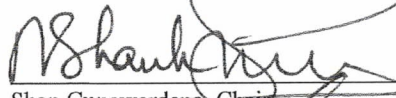
City hereby engages Supplier to perform the services set forth in Services Agreement. SUPPLIER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from City. City and Provider agree that these signature pages, together with Services Agreement and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

**APPROVALS**

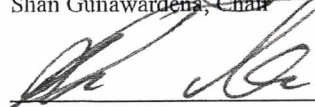
**APPROVED FOR CITY**

**BOARD OF PUBLIC WORKS**

BY:

  
Shan Gunawardena, Chair

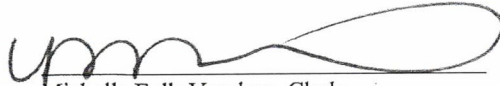
BY:

  
Kumar Menon, Member

BY:

ABSENT  
Chris Guerrero, Member

ATTEST:

  
Michelle Fulk-Vondran, Clerk

DATE:

6.10.2025



SERVICE AGREEMENT: \_\_\_\_\_

SUPPLIER NAME Shambaugh & Son, LP		CITY DEPARTMENT/CONTACT NAME Three Rivers Filtration Plant	
STREET ADDRESS 7614 Opportunity Drive		STREET ADDRESS 1100 Griswold Dr.	
CITY, STATE, ZIP CODE Fort Wayne, IN. 46825		CITY, STATE, ZIP CODE Fort Wayne, IN 46805	
ATTENTION Doug Hearld		INVOICE ADDRESS 200 E. Berry Street, Suite 250	
TELEPHONE		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	

Service Description	Rates
3110 Softening Building electrical labor	\$495,964.00
3200 Chemical Building electrical labor	\$419,873.00
Equipment Rental	\$64,260.00
Total Labor & Equipment Rental Not to Exceed the Aggregate Price The work associated is generally described as follows (from RFP#9646498): 1. Remove existing control panels in Softening Building (Structure 3110) and install Owner furnished control panel 3110-PLC-1. 2. Remove existing control panel in Chemical Feed Building (Structure 3200) and install new Owner furnished control panels 3200-PLC-1, 3200-PLC-2 and 3200-LCP-1. 3. Remove existing wiring and conduits and install owner furnished instruments, conduit, wiring and provide terminations as shown on drawings. 4. Coordinate with System Programmer services for system integration, startup and training.	\$980,097.00

\*Note: This is a labor service agreement, attached RFP#9646498 labor rates and equipment rental rates are part of this agreement.

Estimated Completion Date:	10/31/26
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The following is made part of this agreement:  
**RFP#9646498**

This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

\*SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES THAT DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

SUPPLIER:	City of Fort Wayne
By (Signature): 	By (Signature): See BOW Signature Page attached
Printed Name: William J Mayer	Printed Name:
Date: June 5, 2025	Date:

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.** The relationship between City and Supplier is and shall at all times remain as independent contractors. Persons provided by Supplier to perform and deliver the Services shall be Supplier's employees under the sole and exclusive direction and control of Supplier and shall not be considered employees of City for any purpose. Supplier shall be responsible for compliance by Supplier's employees and any other person or entity contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entities contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C.12101 et seq. in order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services to be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expense (including attorneys' fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.
4. **INDEMNITY.** Supplier forever releases, discharges, acquits and agrees to defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind and nature asserted against, charged to or imposed upon City which directly or indirectly arise or are associated with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Supplier's counsel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City contained herein. Supplier shall not settle or compromise any claim, suit or action or consent to entry of a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.
5. **LIMITATION OF LIABILITY.** Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

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

\*SUPPLIER, AND ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

The Certificate of Insurance must show the City of Fort Wayne, its Departments and Divisions, as an Additional Insured and a Certificate Holder, and provide 30 days' notification of cancellation, modification 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, board members, 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, board members, 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, therefore.
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. **GOVERNING LAW, PREFERRED VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. The parties hereto agree that any action, proceeding, claim or dispute arising hereunder or relating hereto shall be brought and enforced in a court of applicable jurisdiction located in Allen County, Indiana and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms,

conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

24. MISCELLANEOUS. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

\*Note: 6/2/25 - Red text in document indicates clarifications/updates provided via email correspondences so they are officially part of the RFP and SA.

RFP#9646498

**REQUIREMENTS TO PROVIDE LABOR FOR  
ELECTRICAL WORK ASSOCIATED WITH CONTROL PANEL SERVICES TO FORT WAYNE  
UTILITY SYSTEMS**

The contractor hereby agrees that when notified by the Utility, the contractor will supply the manpower necessary at the price indicated on exhibits "A, B and C", attached hereto and made a part hereof and accepts the additional Terms and Conditions of the Contract.

Shamabugh & Son

Contractor's Name

7614 Opportunity Dr. Fort Wayne, IN 46825

Contractor's Address

Doug Hearld - Shambaugh and Son Electrical Senior VP

Contractor Name's/Title (please print)

*Douglas Hearld*

Contractor's Signature

5/15/2025

(Date)

Contractor to complete the below Exhibits:  
Add and edit as necessary

**EXHIBIT A – CONTRACTOR CONTACT INFORMATION**

<u>Classification</u>	<u>Name</u>	<u>Work Phone</u>	<u>Years of Experience</u>
Project manager	Justin Yoder	2604374691	
Electrical Foreman	Ryan Alford	2607409244	

\*Note: Intent of exhibit A is to identify the personnel intended to be used for the duration of the project. If there is a need to change personnel prior to starting or during the project, written notification must be provided to the owner explaining reason for change minimum 2wks prior along with replacement personnel information.

**EXHIBIT B – MANPOWER / CREW RATE INFORMATION**

<u>Classification</u>	<u>Straight Time Hourly Rate 2025</u>	<u>*Over-Time Hourly Rate 2025</u>	<u>Straight Time Hourly Rate 2026</u>	<u>*Over-Time Hourly Rate 2026</u>	<u>Est. # of Employees per classification</u>	<u>Est. # of hours per employee</u>	<u>Line Total</u>
Apprentice Electrician	\$72.97	\$102.89	\$79.73	\$113.22			
Journeyman Electrician	\$87.92	\$124.85	\$96.03	\$136.37	4	6,757 approximately 1,689hrs/person	
Foreman/Service Truck	\$94.96	\$135.79	\$105.83	\$136.37	1	1,928	
General Foreman/Superintendent	\$99.35	\$142.07	\$110.72	\$150.28			
Fairchild Communications *(Other - subs)	\$130.00	\$160.00			To be used for	Cable testing if needed.	
Project Manager *(Other - subs)	\$149.00	N/A	\$152.00	N/A	1	90	
*(Other - subs)							
*(Other - subs)							
Not To Exceed Total Amount for Service Agreement:							

**\*Note1:** contractor needs to include any additional third party (subcontractor) hourly rates in table above.

**\*Note2:** overtime requires authorization from the city project manager, construction manager, or other personnel appointed by the owner. Examples where overtime may be considered is where the plant/process cannot be left in current state as it would cause problems for the normal operation of the plant.

RFP#9646498 Rates for Exhibit C will be for the duration of the project (2025 & 2026).

**EXHIBIT C – EQUIPMENT RENTAL RATE TABLE INFORMATION**

Classification	Straight Time Hourly Rate 2025	*Over-Time Hourly Rate 2025	Straight Time Hourly Rate 2026	*Over-Time Hourly Rate 2026
Foreman/Service Truck				
Scissor Lift	\$485.00\Month			
Truck	\$50.00\Day			
Porta Jon	\$389.00\Month			
Threader	\$5.25\Day			
Conex\Office Trailer	\$600.00\Month			
Estimate Equipment Total	<b>\$64,260.00</b>			

**Note 1:** All maintenance associated with rental equipment shall be included in the table line item. Identify if any small tools are included in labor rates. Identify if there is any cost difference between hour rate, day rate, week rate, month rate, etc...

**Note 2:** overtime requires authorization from the city project manager, construction manager, or other appointed personnel by the owner. Examples where overtime may be considered is where the plant/process cannot be left in current state as it would cause problems for the normal operation of the plant.

**\*Proposed Work plan must include estimated labor list. See example table below. \***

**Example Estimated LABOR COST ASSOICATED WITH TASKS BY BUILDING**

Softening Building Electrical Labor		Chemical Building Electrical Labor	
Install 3110-PLC-1	\$ 14,268.00	Install 3200-PLC-1	\$ 18,290.00
Remove 3110-PLC-3, Relocate UPS	\$ 9,512.00	Install 3200-PLC-2	\$ 18,290.00
Remove CP-5	\$ 9,512.00	Remove Existing 3200-PLC-1&2	\$ 4,756.00
Remove 3110-PLC-47	\$ 1,902.00	CP-3 Wiring Removal (Leave Panel)	\$ 4,756.00
Remove 3110-PLC-4	\$ 3,805.00	Install 3200-LCP-1	\$ 13,534.00
3110-EN-1 (Basement)	\$ 75,314.00	3200-EN-1 (Basement)	\$ 25,017.00
3110-EN-2 (Ground)	\$ 10,726.00	3200-EN-2 (Ground)	\$ 31,190.00
3110-EN-3 (First Floor)	\$ 47,531.00	3200-EN-3 (First Floor)	\$ 55,837.00
3110-EN-4 (Second Floor)	\$ 144,305.00	3200-EN-4 (Second Floor)	\$ 111,185.00
Concrete Housekeeping Pad	\$ 3,804.00	Route to 3320 Flow Meter (002-EN-1)	\$ 3,828.00
Demo Conduits	\$ 158,141.00	Demo Conduits	\$ 114,148.00
Core drilling	\$ 17,144.00	Core drilling	\$ 19,042.00
Pull boxes	\$	Pull boxes	\$
Storage Bin Level Elements	\$	Storage Bin Level Elements	\$
Day Bin Level Elements	\$	Day Bin Level Elements	\$
** Wire Not included in total(Breakout)	\$ 43,912.00	** Wire Not included in total(Breakout)	\$ 41,075.00
** Conduit Not included in total(Breakout)	\$ 104,709.00	** Conduit Not included in total(Breakout)	\$ 91,643.00
Estimated 3110 Building Subtotal - Labor	\$ 495,964.00	Estimated 3200 Building Subtotal - Labor	\$ 419,873.00
Total Estimated Labor Cost		\$ 915,837.00	

\*Note: Add additional lines as necessary for a comprehensive list.

Project Total Not To Exceed - \$980,097.00

\*\*Indicates labor for Wire & Conduit as separete line items....but are already included in itemizes list items above.

CITY OF FORT WAYNE, INDIANA

Shambaugh & Son, L.P.  
(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.

**2024 EMCOR Group, Inc  
Form 10-K attached**

**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 \_\_\_\_\_

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- 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 \_\_\_\_\_

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

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**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).

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- 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).

RFP#9646498

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\_\_\_\_\_

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: Not Applicable

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

Shambaugh & Son, L.P.

(Name of Vendor)

7614 Opportunity Dr. Ft Wayne, IN 46825

Address

260 487-7777

Telephone

dheard@shambaugh.com

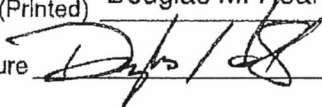
E-Mail Address

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) Douglas M. Heard

Title SVP

Signature



Date June 3, 2025

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

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, under penalty of perjury, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Shambaugh & Son, L.P.

Name of Company

By: [Signature]  
Title SVP

**ACKNOWLEDGMENT**

STATE OF Indiana )  
 ) SS  
COUNTY OF Allen )

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who under penalty of perjury, deposes and states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and seal this 3rd day of June, 2025.

My Commission Expires: November 17, 2028

Natosha Reed  
Signature of Notary Public

Resident of Adams County

Natosha Reed  
Printed Name



NATOSHA REED, Notary Public  
Adams County, State of Indiana  
Commission Number NP0730004  
My Commission Expires November 17, 2028

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

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

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or nation origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.



June 3, 2025

Signature

Date

Douglas M. Hearld, SVP

Name and Title of Signer (Please type)

Shambaugh & Son, L.P.

Firm Name

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

OEE-1 (11/79)

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NONDISCRIMINATION IN EMPLOYMENT**

TO: International Brotherhood of Electrical Workers Local 305

(Name of union or organization of workers)

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

(Name of Applicant)

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

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

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

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

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

Shambaugh & Son, L.P.

(Contractor or Subcontractor)

June 3, 2025

(Date)

OEE-2 (11/79)

OEE-2  
00 54 73-1

Attachment B

**Required Contract Provisions Related to Davis-Bacon Act and Related Acts**

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

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5 the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in Section (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.* (A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in part 1 of this subtitle, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for

## Attachment B

classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- ( 1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- ( 2) The classification is used in the area by the construction industry; and
- ( 3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)( 3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii)(A) The [SRF Applicant], on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the [SRF Applicant] agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the [SRF Applicant] to the Authority. The Authority will transmit the report to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the [SRF Applicant] do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the

## Attachment B

recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in section 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding. (i) The [SRF Applicant], must, upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages required by the clause set forth in paragraph (a)(1) of this section and monetary relief for violations of paragraph (a)(11) of this section of this contract, including interest, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon prevailing wage requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all

Attachment B

or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the (Agency) may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) The Department has priority to funds withheld or to be withheld in accordance with this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprourement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Payrolls and basic records.

(i) Basic record requirements (A) All regular payrolls and other basic records must be maintained by the contractor and subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of work (or otherwise working in construction or development of the project under a development statute) for a period of three years after all the work on the prime contract is completed.

(B) Such records must contain the name, Social Security number; last known address, telephone number, and email address of each such worker, each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours actually worked in total and on each covered contract; deductions made and actual wages paid.

(C) Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

Attachment B

(ii)(A) The contractor or subcontractor must submit weekly, for each week in which any DBA or related Acts covered work is performed, certified payrolls to the [SRF Applicant], that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. The prime contractor is responsible for the submission of copies of certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the [SRF Applicant] shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week.

(B) The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead, the payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the employee's social security number). The required weekly certified payroll information may be submitted using Optional Form WH-347, or any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/files/WHD/legacy/files/wh347.pdf> or its successor site. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Each certified payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working under the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information and basic records are being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; and

Attachment B

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(E) The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent, must be an original handwritten signature or a legally valid electronic signature.

F) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The contractor or subcontractor must maintain this contract or subcontract, and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) The contractor or subcontractor must make the records required under paragraph (3)(i) through (iii) of this section and any other documents that the Authority, EPA, or the Department of Labor deems necessary to determine compliance with labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the Authority, EPA or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) If the contractor or subcontractor fails to submit the required records or to make them available, or to permit worker interviews during working hours on the job, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available or to permit worker interview during worker hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to the Wage and Hours Division (WHD) within the time WHD requests that the records be produced, will be precluded from introducing as evidence in an administrative proceeding under part 6 of this subtitle any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

## Attachment B

(C) Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Authority and EPA, if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor or subcontractor, or both, must upon request provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

### (4) Apprentices and trainees.

Apprentices. (A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship(OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, , will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe Benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. Every apprentice

## Attachment B

must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyworker hourly rate specified in the applicable wage determination.

(ii) Equal employment opportunity. The use of apprentices and journeyworkers under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11) along with the applicable wage determination(s) and such other clauses as the Authority and EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of of 40 U.S.C. 3144(b) 29 CFR 5.12(a)(1).

Attachment B

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001

(11) *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or part 1 or 3 this subtitle;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or part 1 or 3 of this subtitle;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or part 1 or 3 of this subtitle; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or part 1 or 3 of this subtitle.

(b) (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen and guards shall require or permit any such laborer, mechanic, watchman or guard in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer, mechanic, watchman or guard receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the above paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in the above paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in the above paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The [SRF Applicant], upon its own action or upon written request of the EPA Award Official or an authorized representative of the

## Attachment B

Department of Labor, withhold or cause to be withheld, from the contractor under this contract so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for unpaid wages and monetary relief, including interest, required by the clauses set forth in paragraphs (b)(2) and (5) of this section and liquidated damages for violations of paragraph (b)(2) of this section or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon prevailing wage requirements, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon prevailing wage requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs(b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5).. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages, and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any

## Attachment B

person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting on behalf of themselves or others any right or protection under CWHSSA or part 5 of this title;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) In addition to the clauses contained in paragraph (b), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the [SRF Applicant] must insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers, and mechanics, including guards and watchmen working on the contract. Such records shall contain the name last known address, telephone number, email address; and social security number of each such worker each worker's correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours actually worked, deductions made, and actual wages paid. Further, the [SRF Applicant] shall insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Authority, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. [29 CFR 5.5]

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section, along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such

## Attachment B

contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

### Non-Collusion Affidavit

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

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

#### OATH AND AFFIRMATION

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

Shambaugh & Son, L.P.

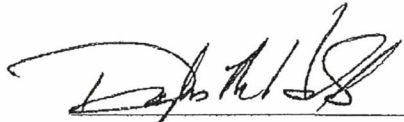
Name of Company

Douglas M. Hearld

Printed Name of Person Signing

Senior Vice President

— Title

  
\_\_\_\_\_  
Signature

June 3, 2025

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2024

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

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

<b>PRODUCER</b> MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
CN102796740-Sham-SON-24-25	SHAMB	INSURER A : Continental Casualty Company 20443 INSURER B : American Casualty Company of Reading, PA 20427 INSURER C : Transportation Insurance Co 20494 INSURER D : Continental Insurance Company 35289 INSURER E : _____ INSURER F : _____
<b>INSURED</b> SHAMBAUGH & SON, L.P. HAVEL DIV., ED GRACE DIV., ADVANCED SYSTEMS GROUP DIV., EMCOR SERVICES SHAMBAUGH, PRECISION CONTROLS OF INDIANAPOLIS 7614 OPPORTUNITY DRIVE / P.O. BOX 1287 FORT WAYNE, IN 46801		

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-010255654-17      **REVISION NUMBER:** 13

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			GL 7092778897	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 12,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 14,000,000 PRODUCTS - COMP/OP AGG \$ 14,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BUA 7092778902	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 12,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Physical Damage \$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 7094548497	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B D C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 7 92781590 (AOS) WC 7 92783954 (CA) WC 7 92798289 (AZ, OR, WI)	10/01/2024 10/01/2024 10/01/2024	10/01/2025 10/01/2025 10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> SHAMBAUGH & SON, L.P. HAVEL BROS. DIV., ED GRACE DIV., ADVANCED SYSTEMS GROUP DIV., DYNALECTRIC MICHIGAN DIV., PRECISION CONTROLS OF INDIANAPOLIS 7614 OPPORTUNITY DRIVE / P.O. BOX 1287 FORT WAYNE, IN 46801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, LLC.		NAMED INSURED SHAMBAUGH & SON, L.P. HAVEL DIV., ED GRACE DIV., ADVANCED SYSTEMS GROUP DIV., EMCOR SERVICES SHAMBAUGH, PRECISION CONTROLS OF INDIANAPOLIS 7614 OPPORTUNITY DRIVE / P.O. BOX 1287 FORT WAYNE, IN 46801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE \$500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER  
 SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.

FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.

2. NAME:

NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER



# Interoffice Memo

Date: June 12, 2025  
To: Common Council Members  
From: Eric Ruppert, Manager, City Utilities Engineering  
RE: **North Control Room & Softening Building – Electrical Labor Service Agreement  
WO#66750**



Council District – N/A

This ordinance is for an electrical labor service agreement with Shambaugh for the removal of existing control panels and installation of owner furnished control panels located in the Softening Building and chemical Feed Building. It will also include the removal of existing wiring and conduits and installing owner furnished instruments, conduit and wire. City Utilities have standardized on control panel designs. This is to maintain consistency of control systems used throughout our water plant. The labor service agreement is not to exceed the amount of \$980,097.00.

Implications of not being approved:

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

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

Council Introduction Date: 06/24/2025

CC: Matthew Wirtz  
Jill Helfrich  
File

**BILL NO. S-25-06-17**

**REPORT OF COMMITTEE ON CITY UTILITIES**

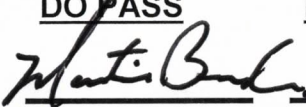
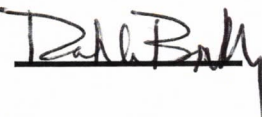

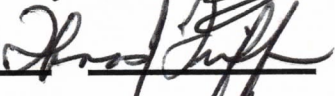

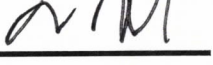
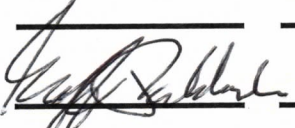
**July 8, 2025**

**Paul Ensley Chair**  
**Scott Myers Co-Chair**  
**All Council Members**

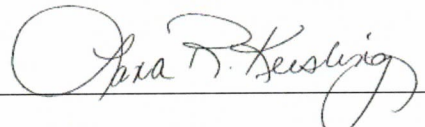
An Ordinance approving Service Agreement for electrical labor – North Control Room PLC & Network Improvements – WO# 66750 – between Shambaugh & Son and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a not-to-exceed cost of \$980,097.00*

**COMMITTEE ON CITY UTILITIES 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>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**LANA R. KEESLING**  
**CITY CLERK**



Public Hearing Date: N/A

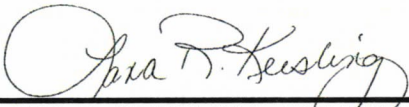
Read the first time in full and on motion by Councilperson Ensley.

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

Read the third time in full and on motion by Councilperson Ensley, 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"/>
BOOKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>

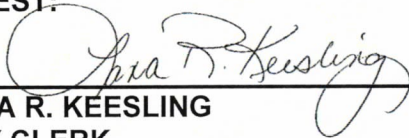
DATED: July 8, 2025

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

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

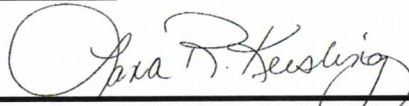
Special Ordinance No. S-25-06-17 on the 8th day of July, 2025

ATTEST:

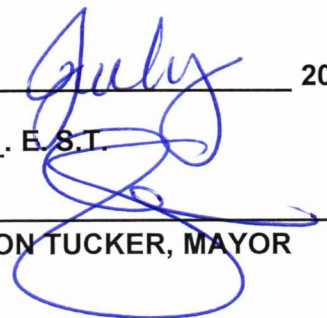
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th of July 2025, at the hour of 9:35 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 14th day of July 2025, at the hour of 11:00 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 SHARON TUCKER, MAYOR

