

Board of Park Commissioners Approval Form

Botanical Conservatory Roof Glass Replacement

Project: 2026047

Project Approval Request

Scope of Work:

This annual project replaces twenty-five tempered glass panels in the Conservatory roof structures of the Showcase, Tropical, and Arid Buildings. One quote was received on behalf of the Board of Park Commissioners on May 7, 2026, from O'Neil's Glass.

The quote is an extension of a 2023 public bid and follows extensions approved over the past two years. The extension is permitted by the City's Purchasing Department based on the vendor's ability to match or reduce the cost per glass panel.

Board Approval:

At this time, I would like to request approval for a contract with **O'Neil's Glass** at a total cost of **\$59,911.45** with funding from the Parks Cumulative Capital Funds.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **May 20, 2026**, to approve the above-referenced project and contract, in the amount of **\$59,911.45**.

We, the Board of Park Commissioners, on the date stated, do ATTEST, sign the above-referenced and attached documents, and approve as presented.

Justin Shurley, President

Cory Miller, Vice-President

Richard Briley, Commissioner

Jenna Jauch, Commissioner

Steve McDaniel, Director/ Board Secretary

O'Neil's Glass

3927 New Haven Avenue Fort Wayne, IN 46803 Phone 260-426-0755 Fax 260-426-6814
Glass Experts Since 1961

Proposal 5/7/2026

To: Botanical Conservatory
Attn: Brian Fiedler
Office: 574-527-1049
Phone:
Email: Brian.fiedler@cityoffortwayne.org

Subject to the provisions below, we propose to furnish material as per specifications below. Proposal is for materials F.O.B. Fort Wayne dock unless otherwise stated.
Proposal is subject to any applicable taxes if not included and so stated below.
Proposal does not include installation of the specified material unless so stated below.
We do not clean any glass or storefront construction or facing materials unless stated otherwise.

For Botanical Conservatory – 2026
Located at 1100 S Calhoun St Fort Wayne, IN 46802

For the Sum of Fifty-Nine Thousand Nine Hundred Eleven Dollars and 45/100
(Net cash) \$ \$59,911.45

Addendums Received & Incorporated: n/a

Furnish and Install

Quote is to Replace Twenty-Five (25) Units in the Showcase, Desert and Tropical Building of the Botanical.
(Exact Locations – To be Determined)

This proposal is subject to acceptance within **15 days** of the above date and providing that such acceptance, properly signed, is delivered to O'Neil's Glass, prior to any rise in prices of material or labor required as part of this proposal. This proposal may be withdrawn at any time prior to acceptance and may also be withdrawn or cancelled after acceptance if the credit status of the one to whom this proposal is made is not approved by O'Neil's Glass. Any clerical errors are subject to correction.

This proposal, together with the Terms, Liability and Conditions stated on page 2, shall become the governing contract upon execution by both parties in the appropriate space provided.

Submitted By:

Scott Lahr

Name

Ext 330

5/7/2026

Date

Acceptance

Signature

Company

Date

TERMS

Terms of payment are net cash. Progress payments consisting of ninety percent (90%) of the value of all materials delivered to the job site, stored material and work performed during any calendar month shall have paid us on or before the 10th of the following month. The balance in full shall have paid us before the 10th of the month following completion of our contract. A monthly service charge equal to one and two percent (2%) of the unpaid balance will be added in the event payment is not made in accordance with the above. Any rights of recovery hereunder by O'Neil's Glass, shall include attorney's fees incurred or paid by O'Neil's Glass. Any claim on account of defective labor or material or dissatisfaction with the job for any other reason shall be deemed waived, unless we be notified in writing specifying in detail the items complained of, within ten (10) days from completion of job.

LIABILITY

O'Neil's Glass assumes no liability for compliance with any building codes or ordinances or any other Bill or Act governing glass, glazing, or the framing of same if the material or/materials and method or/methods of installation are per plans and/or specifications prepared by others.

CONDITIONS

1. Should you accept this proposal, yet use your own contract form, it is understood that we shall incorporate and make a part thereof of a true copy of this proposal and all of its terms and conditions. All Quotes are proposed for work to be performed during regular business hours (8:00am-5:00pm Mon-Fri).
2. The recipient of this proposal is reminded that he is responsible for compliance with all Federal, State or Local Safety Laws and/or Building Codes with respect to safety precautions. Impact restrictions and wind loading, by virtue of the specifications, either verbal or written, on which we based our proposal.
3. The Work, as defined in the Contract, will be performed in a prompt and diligent manner. The Work will be started within ten (10) working days after we receive notification and determine those sufficient areas are ready for glazing, to insure reasonably continuous progress toward completion of the Work. We shall not be responsible for delays in performance caused by war, accidents, embargoes, fires, lockouts, strikes, walk-outs; acts of God; unusual delays in the transportation or acquisition of materials equipment, and supplies; appropriation or requisition of materials, supplies, equipment, or facilities by any governmental authority; changes and revisions in the Work ordered pursuant to paragraph 13 below; or by any other cause beyond our control. We shall not install material and perform the Work under unfavorable weather conditions, as defined in manufacturer's instructions, or as determined by accepted practices in the glass and glazing industry.
4. The Work, as defined herein, does not include the cleaning of glass, metal construction, or spandrels and unless specifically included on the reverse side hereof, does not include perimeter caulking between our metal construction and adjacent masonry or other framing material.
5. All materials will be furnished in accordance with industry established tolerance with respect to color variances, thickness, size, finish, texture, and performance standards. Because of its numerous and uncontrollable sources, we assume no responsibility of the formation of condensation or frost on glass or metal framing.
6. All backing, framing, and masonry openings pertinent to our Work must be erected plumb and straight, and in exact accordance with working details and specifications prepared or approved by us. The furnishing and complete erection of backing, framing, and masonry for the reception of our glass and metal shall be done by others. The glazing of glass in steel casement sash, or other sash requiring the glass to be set from outside a multi-story building from a swing stage or other apparatus, will be done after all sashes are set complete in their respective openings, and will require that the sash be made available for our glazing in bays or tiers the full height of the building. Before glazing is started, the ground around the building shall be graded level and back filled against the building, otherwise, an extra charge shall be applied.
7. We are to be provided with suitable space at the job site for storage of our materials, without charge to us.
8. We shall keep the building and premises clear of debris and rubbish arising from performance of our Work. We shall not accept or pay charges for removal of debris and rubbish by others, unless previously authorized by us in writing.
9. We shall not be liable for breakage of or damage to glass, metal construction, and other materials, after installation, unless caused directly by our own employees.
10. When contract is based on reuse of owner's glass or other materials, no rejections will be allowed except at owner's expense.
11. After completion of installation, we assume no responsibility for stains or corrosion which may occur on metal storefront construction or glass.
12. If this contract is executed by and between us and a general contractor, we shall not be liable for payment of any charges for use of telephone, electricity, heat, water, sheds, elevators, material hoists, scaffolding, ventilating, pumps, gangways, or sanitary facilities, or for plaster patching, office expenses, stenographic fees, watchmen, guards, and general cleaning, or any other back charge or pro-rated charge whether specifically billed to us or taken as an allowance or deduction against the contract price.
13. We shall make additions, alterations, changes, deviations, and revisions in our Work only under the following conditions:
 - (1) If, during the final detailing of sash, metal construction or their openings, sizes of glass or metal are changed from those required for openings sizes shown in drawings on which our proposal is based.
 - (2) If a change or revision of the plans and specifications upon which this proposal is based is necessitated because of the non-compliance with any Federal, State or Local Safety or Building Codes.
 - (3) If you request in writing an alteration, change, deviation, or revision in the Work.Under any of the three conditions, we shall promptly submit for your acceptance, written cost or credit proposals for such revised Work, and shall not be required to perform such revised Work unless and until agreement is reached on our cost or credit proposals.
14. Any dispute or difference shall be subject to arbitration, if desired by either party to contract.
15. Whenever the plans and specifications (if they exist) cannot be harmonized with any of the provisions and conditions of this proposal, the provisions and conditions of this proposal shall govern and prevail.
16. O'Neil's Glass maintains adequate insurance coverage for workmen's compensation, public liability, property damage, automotive and State unemployment taxes and will furnish evidence of such insurance if requested. However, any loss or damage caused by fire or vandalism to material delivered to the building, whether installed or not, shall be assumed by the owner or his insurance company.
17. We are an equal opportunity employer.