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SPECIAL ORDINANCE NO. S-__

AN ORDINANCE approving WESTMOOR PARK AREA WATER MAIN REPLACEMENT - RES. #66350, W.O. #66350 between MIDWEST TRENCHLESS SERVICES and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the WESTMOOR PARK AREA WATER MAIN REPLACEMENT - RES. #66350, W.O. #66350 by and between MIDWEST TRENCHLESS SERVICES and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for "Westmoor Park Area Water Main Replacement": horizontally directionally drilled water main replacement project including 13,315 feet of 6-inch, 4,160 feet of 8-inch, and 6,440 feet of 12-inch water main including 326 services, 44 hydrants, and 42 valves:

involving a total cost of ONE MILLION FIVE HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$1,593,800.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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2	SECTION 2. That this Ordinance shall be in full force and effect
3	from and after its passage and any and all necessary approval by the Mayor.
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5	
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7	Council Member
8	ADDROVED AS TO ESPINAND LEGALITY
9	APPROVED AS TO FORM AND LEGALITY
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11	Carol Helton, City Attorney
12	Caron Hellon, City Attorney
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AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

Resolution 66350 Work Order 66350

THIS AGREEMENT is by and between the <u>Board of Public Works of the City of Fort Wayne</u>, <u>Indiana</u> (hereinafter called Owner) and Midwest Trenchless Services (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

horizontally directionally drilled water main replacement project including 13,315 feet of 6-inch, 4,160 feet of 8-inch, and 6,440 feet of 12-inch water main including 326 services, 44 hydrants, and 42 valves.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Westmoor Park Area WMR

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Utilities Engineering, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Owner will confirm to Contractor prior to issuance of Notice to Proceed as to who will serve as Engineer.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Days to Achieve Substantial Completion and Final Payment
 - A. The Work will be substantially completed by **April 29, 2016**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by **May 27, 2016**.
 - B. Milestone 1- for the partial substantial completion of the installation of the mains along Coleman Avenue, Reckeweg Road, Palatine Drive, and Taylor Street to be completed before any other work can begin unless provided with written authorization by Owner.
 - C. Definitions of Substantial Completion for this Work shall consist of satisfactory completion of water main, hydrants, backfilling and compaction, successful testing of pipe, transfer of all services, cutting/plugging of abandon mains, concrete and asphault replacement, and all work complete with the exception of final seeding and restoration.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
 - A. Not Used
 - B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

See Article 5 (itemized Bid Schedule) of the Bid Form

One Million, Five Hundred Ninety-Three Thousand, Eight Hundred Dollars and Zero Cents (\$1,593,800.00)

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

Circle pipe material: Certa-Lok, Fusible PVC, or HDRE

Contractor Midwest Trenchless Services

北京工程的	JIEM # 7	MORIC GENT	DESCRIPTION	DSLIMATIM QUANDIFY	UNIT	UNIU ERICE	AMOUNG	1
		01 112J A	Mobilization and Demobilization (\$% Maximum)	LS		\$78,000.00	\$78,000,00	
(1)	2.53 2.53	01:11:21-B	Wark Allo Wince	LS	1	\$50,000,00	\$50,000,00	,
		01 55 26-A	Mainteninge and Protection of Traffic	45		\$5,000.00	\$5,000:00	1.
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4	01.71.16.13- A	Video Documentation of Conditions	4.8	30 S	\$7,500:00	\$7,500,00	•
	5	32 12 16 A	Asphalt Pavement Patching (4" FIMA, 3" binder; and 1" surface, 14" No. 63 (comp. Base)	CVQ	190	\$75.00	\$14,250,00	,
	1017	32 16 00-A	Concrete Curb and Childer (All Types)	LFT	100	\$75:00	\$7/600.00	
		32 16 00-B	Concrete Sldewilk Replacement (4! Depth)	SYD	119	\$35:00	\$4765.00	1
	8.7	321600-C	ADA Curb Ramps (All Types)	PΑ	2	\$600.00	\$1,000,00	
	9	32 16 004D	Concrete Drive Restoration (6) PGCE: 41 No. 53 Cohip, Base)	DYZ.	96	\$60,00	\$4,750.00	
	10	32 92 00-A	Mulelied Seeding (Lawns and grasses)	SVD	2,600	\$4.00	\$10,400,00	
The second second	NAME OF	33.06:37.24 A or.33.05 37.34* X úi 83.05:38*16 A	6 Tressure Utility Piping, PR 18 Gertallok PVG or DR 14 Pusible PVG or DR 11 HDRP HDD Insullation, All Depths	DET	18,7,15	\$25.00	\$332,875,00	
と できる できる かいかい	12	38.05.37(24) B of 43.05 37.34(B) 33.05.38.16(B)	81 Présaire Utilly Pining DR 18 Geria-Lakffy C àr DR 14 Fastle PAG og DR 11 HDRE HDD Installation: All Dopths	Let	4/160	\$35.00	\$1 <u>#</u> 5,600.00	
高を終れる。		37.34-Cor	42 Pressire Udlity Eiping, DR 18 Certa-Lok PVC or DR 14 Eusible PVC or DR 11 HDPE, HDD Installation, All Depths	Tig.	6,440	\$54,00	\$347.760.00	
が かんだい かんかん かんかん かんかん かんかん かんかん かんかん かんかん	114		6% 11/25, 22/5/45390 Degree Bend, Rostrained Joint Installation	EA:	35 25	\$800;00	\$28,000.00	

Bio Form (Non-SPI) Modified by Cite, City of Fort Writne (Aug 2014)

13	33/05/37/24 F 07/32/05 37/344E or 33/05/38/16 E	80 lift 25, 22,5; AS 90 liberred Bord, Rostrained loist liteallition	EA		\$1,000,00	\$11,000:00
16	33-06-37-24 T or 33-05 37-34-P or 33-05-38-16- T	121, 17,25, 22,5, 45, 90 Depres Bend, Restrangel Joint Installation	EA.	7	\$1,500,00	\$10,500,00
17	33 05 3 724 Graf 13 05 37 34 G or 93 05 48 16	6"x 6 Tec. Restrained Joint	PA s	i isi	\$1,000.00	\$9,000,00
18	33.0597.24 01.0031.05 0273.441.05 33.0538,164	8" x 8" (166) Regrained Joint . Installation	Έλ	3	\$1,600.00	\$4,500.00°
19	33.03.37.24 1 015.3.03 37.34 (16) 33.05.38 [6-	12% of The Restrained Joints Installation	LA LA LA LA LA LA LA LA LA LA LA LA LA L	6	\$2,000,00	\$12,000.00
20	33.05.37.24 J of 33.05 37.34 J of 33.05.38 J of	12 X8" Ger, Restrained Joint Installation	EA	2	\$2,400.00	\$4,800.00
21	33 05 37 28 K qr 36 05 37 34 K pr 33 05 38 16	12"x6". Reducer, Restrained Joint Installation	EA +		\$200.00	\$200.00
22	29/11/00//	Witter Mith Connection (All Sizes lapping Sicovoland Valve)	βÅ	7	\$3,500,00	\$12,000,00
22	33 14:00-B	Whiter Main Connection (Connect to Existing 6" Valve of Water Main "Chi' in Bittings")	IIA .	1.1	\$2,000,00	\$2,000.00
2/	33 H 00-G	Water:Main Connection: (Connect to Existing 8 Valve or Water (Yain "Cut in Fittings!)	βA		\$2,000.00	\$2,000,00
25	33 I 1 00 D	Water Main Connection (Connect to Existing (2 Valve on Witer Main (Gu) in Fittings!!)	EΛ		\$2,000.00	\$2,000,00
26	33.1100Æ	3/4" Cest Riser (Temporary)	PA ST	49	\$500:00	\$24,500,00
27	35 14 00 F	Removal of Fire Hydrants	TA -	35	\$400.00	\$14(000.00
28	33 \$1:0046	Removal of Valve Boxes	EΛ	45	\$200.00	\$9,000,00

 =201	FP0071685	Tempoints/2"Blow-011-Assembly	12/2	4	\$700:00	\$2:800:00
30	33 FL 004	Temporary 4 Blow off Assembly	EX.	33	\$700.00	\$2,100,00
1	33 11 00-J	Cu(& Plug(8)incl/plpe	PΛ	3	\$400.00	\$2,000.00
792	33 11 00 K	(Crif & Plug (42-inch pipe) abandonment)	, kA		\$500.00	\$500,00
33	3311F00AL	Pipe Plugs (BMkneids)	5EA	5	\$500:00	\$2,500.00
	33:12:00-Å	Water Service Replacement Short Side	Lά	150	\$600.00	\$90,000,00
3,3	33,12,00°B	"Winer Service Replacement Forget Side	EA	176	\$1,000:00	\$176,000,00
16	38 12 00 C	Whier Service 4-Inch	TEA		\$3,000.00	\$3,000.00
37	33.12.00°-D	The Hydront Assembly, Type I (Restrained Joint Teo)	ĒΑ	39	\$2,500.00	\$92,500,00
38	33 J2 004E	Hirophydrau Assonid y Type III (Restraibed John Too)	Ελ		\$2,700.00	\$5,400,00
30	33 12 00 1	Gife Hydrani Assembly, Type V (Rostained Joint Teo)	EA 32	Ş	\$2,500,00	\$12,500,00
3300	3312 00 G	6 RSW Gate Valve and Box	EA	24	:\$1;000;00	\$24,000,00
11	3312 00-H	8 PRSW Gais: Valve and Box	Marine	6	\$1,200.00	\$6,000,00
	33 12 00 H	I20 KSW Gate Vidve Inju Box	PA		\$1,400.00	\$18,200.00
		TOTAL BID				\$1,593,800,00

Onlyprices have been computed in accordance with Paragraph 41,03/B of the General Conditions

Blader adrabwiedges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Whit Grice Bids (ems. will be based on actual quantities determined as provided in the Contract Documents.

ARTICLE 6-TIME OF COMPLETION

- 6.01. Blidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates of within the number of calendar days indicated in the Agreement.
- 6:02 Didder accepts the provisions of the Agreement is to liquidated damages in the event of failure to complete the Work within the Contract Times.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

C. Not Used,

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days of receipt during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - Prior to Substantial Completion, progress payments will be made in an amount equal to the
 percentage indicated below but, in each case, less the aggregate of payments previously
 made and less such amounts as Engineer may determine or Owner may withhold, including
 but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General
 Conditions.
 - a. 95% of Work completed (with the balance being retainage). and
 - b. <u>95%</u> of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 % of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
 - C. If the contract is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement unless written notice is received from Contractor prior to execution of the Agreement stating that an Escrow Account is not desired. If an Escrow

Account is not desired, then the Board of Public Works, in accordance with IC 36-1-12-14, shall hold the retainage and will <u>not</u> pay interest on the amounts of retainage that it holds

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. In connection with the performance of Work under this Contract, Contractor agrees to comply with Anti-Discrimination Under Indiana Code Chapter 5-16-6-1 and be bound by Chapter 93.036, of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. Contractor shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to 00 52 00-11, inclusive);
 - 2. Escrow Account Agreement (pages 00 54 43-1 to 00 54 43-3, inclusive);
 - 3. E-Verify Affidavit (page 00 54 53-1, inclusive);
 - 4. Performance Bond Form (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive);
 - 5. Payment Bond Form(pages 00 61 13.16-1 to 00 61 13.16-2, inclusive);
 - 6. Guaranty Bond Form(pages 00 61 31-1 to 00 61 31-2, inclusive);
 - 7. General Conditions (pages 00 72 00-1 to 00 72 00-41, inclusive);
 - 8. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive);
 - 9. Specifications as listed in the Table of Contents of the Project Manual

- Drawings consisting of Drawing y-20625, pages 1 through 27, inclusive, with each sheet bearing the following general title: Westmoor Park Area WMR;
 Addenda (numbers 1 to 1, inclusive);
 Attachments to this Agreement (enumerated as follows);
 a. Contractor's Bid Schedule (page 00 41 00-3 to 0041 00-5);
 b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to ____, inclusive);
 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

 Notice to Proceed (pages ______ to _____, inclusive).
 Work Change Directives.
 Change Orders.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly

ARTICLE 10 – MISCELLANEOUS

noted otherwise above).

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Emerging Business Enterprise(EBE) Participation

EBE Retainage Requirements — If the Contractor is in compliance with the provisions of the construction Contract the Owner will make payments for such work performed and completed. Pursuant to Executive Order 90-01 (amended 5-8-06); the Owner will retain five percent (5%) of the Contract Price to ensure compliance with the EBE participation requirements. Upon final inspection and acceptance of the Work, and determination by the Fort Wayne Board of Public Works that the Contractor has made a good faith effort to subcontract ten percent (10%) of the Contract Price to emerging business enterprises, the Contractor will be paid in full.

In the event there is a determination that good faith compliance with these EBE participation requirements has not occurred, appropriate reduction in the final payment pursuant to paragraph 10.06.E will be made.

If the Contract Price is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the Contractor are not to exceed 95% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the 10% EBE goal stipulated in here within. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 14.07 of the General Conditions, and good faith efforts to comply with these EBE participation requirements; subject to reduction in the event of non-compliance as provided in paragraph 10.06.E.

- A. Request for Waiver If, at the time final payment application is made, Contractor has not attained the ten percent (10%) EBE goal, Contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the ten percent (10%) EBE goal.
- B. <u>Determination of Waiver Requests</u> The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
- C. <u>Good Faith Efforts</u>. In determining whether or not the Contractor used "good faith" efforts, the following shall be considered:
 - Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;
 - 2. Availability of certified EBE businesses to participate as subcontractors;
 - 3. Non-competitive price quotes received from EBE firms. The Board of Public Works' determination for granting a reduction or waiver of the goal because of higher quotes from EBE firms will be based on factors that include, but are not limited to the following:
 - a. The Engineer's estimate for the work under a specific contract;
 - b. The Contractor's own estimate for the work under the subcontract;
 - c. An average of the valid prices quoted for the subcontract;
 - d. Demonstrated increase in other contract costs as a result of sub-contracting to EBE firm(s).
 - 4. Documented measures taken by the Contractor to comply with the EBE participation goal;

- 5. EBE subcontractor failed to fulfill their obligation in regard to the time delivery of goods and/or services. Also in regards to the quality of the goods and/or services set forth in the bid specifications.
- 6. Such other matters as the Board of Public Works deems relevant,
- D. Consequences of Noncompliance In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the Contract Price shall be reduced by the amount calculated as the difference between the EBE participation goal of 10% and the actual participation level met by the Contractor, but in no case shall it be reduced by more than 5%. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his/her Contract.
- E. <u>Waiver Approved</u> In the event the Board of Public Works determines that a good faith effort to comply with these EBE participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

counterpart has been delivered to Owner, and one counterpart delivered to Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf. This Agreement will be effective on (which is the Effective Date of the Agreement). CONTRACTOR: OWNER: MIDWEST TRENCHLESS SERVICES CITY OF FORT WAYNE THOMAS C. HENRY, MAYOR TITLE: Address for giving notices: 3129 Berston Rd Whitehall, MI 49461 **BOARD OF PUBLIC WORKS** ROBERT P. KENNEDY, CHAIR MIKE AVILA, MEMBER BY:___ KUMAR MENON, MEMBER LYNDSEY RICHARDS, CLERK (Date signed by Board)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 66350), One

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF RUINKIGAL		
STATE OF Aliakigar— SS:) COUNTY OF Aliakegar		
BEFORE ME, a Notary Public, in and for said of personally appeared the within named	County and State, this	day of Cont., A015 o under penalty of perjury says that he is duly authorized to execute the foregoing for the uses
IN WITNESS WHEREOF, hereunto subscribed my		
	Marager	Cam Ander
	Notary Publi	e
	Margaret	and anderson.
Mrs. Clause to Los Torrison	Printed Nam	e of Notary
My Commission Expires: Resident of		MARGARET ANN ANDERSON
Resident of /CliffRegan	County	Notery Public Muskegen County, State of Michigan
		My Commission Expires 08/30/2019
ACKNOWLI	EDGMENT (OWNER)	
STATE OF INDIANA)		
SS:) COUNTY OF ALLEN)		
BEFORE ME, a Notary Public, in and for said Coun appeared the within named Thomas C. Henry, Rober by me personally known, who being by me duly swo Wayne, and Chairman, Members, and Clerk of the B that they signed said instrument on behalf of the C acknowledge said instrument to be in the voluntary a forth.	t Kennedy, Mike Avila, rn said that they are respond of Public Works o ity of Fort Wayne, Ind	Kumar Menon and Lyndsey Richards, pectively the Mayor of the City of Fort f the City of Fort Wayne, Indiana, and lana, with full authority so to do and
IN WITNESS WHEREOF, hereunto subscribed my	name, affixed my officia	l seal.
	Notary Public	
-	Printed Name	of Notary
My Commission Expires:	A CHINA THUM	~~ · · · · · · · · · · · · · · · · · ·
Resident of	County	

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (2007 Edition) - Modified by CUE (Mar. 2012) - (For Use on Non-SRF Funded Projects)

00 52 00-11

T: ### ### (Quote Date) BID Description Description Of Description ### ### ### ### ### ### ###	66350 66350 Chris W Pat Doo Mike Ki 4,1,2015 Water	alt ley ester	Rugineer's	Estimate Extension	Midwest Tr Unit Price 7 7500300									7
erility signer om Menager (Quote Date) BID Deteription Deteription of Development (1% see and Protestion of Traffic sertion of Conditions name Proching (6" BELA, 3" name Academy (6" BELA, 3" name (18) Traffic Name (18) Tr	G6350 Chris W Pat Doo Mike Ki 4.1.2015 Water Quienbity 1 1 1 190 100	Unit LS LS LS SYD LFT	552, Unit Price - 552,080,07 559,080,07 54,090,03	Extension 5 22,350,00 5 50,000.00	Valt Price				ļ	l	·	!		
esigner om Manager (Quote Date) BID Destription of Davolatization (3% see and Protection of Traffic artifice of Conditions must Packles (4" HALA, 3" surface, 14" No. 33 Coup. and Guter (All Types) walk Replacement (4" ange (All Types) Reservation (6" PCC2, 4" Base)	Chris W Pat Doo Mike Ki 4,1,201s Water Quienhity 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Unit LS LS LS SYD LFT	552, Unit Price - 552,080,07 559,080,07 54,090,03	Extension 5 22,350,00 5 50,000.00	Valt Price			<u> </u>			 	1	j	
On Maranger (Quote Date) BID Description of Dereckinston (3% see of Dereckinston of Traffic series of Conditions must hanks (4" HALA, 3" surface, 14" No. 35 Coup. seal Gall Types) seal Replacement (4" surps (All Types) seal Gall Types) Restration (6" PCCP, 4" Bres)	Pat Doo Mike Ki 4,1,2013 Water Quienlity 1 1 1 190 100	Unit LS LS LS SYD LFT	552, Unit Price - 552,080,07 559,080,07 54,090,03	Extension 5 22,350,00 5 50,000.00	Valt Price			1	 				i	
Quote Date) BID Description Description Observation of Uniform And Develoration of Station And Production of Traffic anticon of Conditions And Production of Traffic anticon of Conditions and Conte (All Types) wall Explanement (4* amps (All Types) Referration (6* PCCP, 4* Bres)	Mike K. 4.1,2013 Water Quentity 1	Unit: 1.S 1.S 1.S SYD LFT	552, Unit Price - 552,080,07 559,080,07 54,090,03	Extension 5 22,350,00 5 50,000.00	Valt Price									
BID Description of Derectification (1%) Not not Present of Traffic actuation of Condition must Packles (4" HAAL, 3" surface, 14" No. 33 Coup. and Gener (All Types) well Explorement (4" maps (All Types) Reservation (6" PCC2, 4" Base)	Water Quientity 1 1 1 1 1 1 190 119	Unit 1.3 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5	552, Unit Price - 552,080,07 559,080,07 54,090,03	Extension 5 22,350,00 5 50,000.00	Valt Price		1							
Detectipion	2 Quéntity 1 1 1 1 1 1 1 1 1 190 1100	LS LS LS SYD	552, Unit Price - 552,080,07 559,080,07 54,090,03	Extension 5 22,350,00 5 50,000.00	Valt Price			ļ <u> </u>			<u> </u>			
Detectipion	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LS LS LS SYD	552, Unit Price - 552,080,07 559,080,07 54,090,03	Extension 5 22,350,00 5 50,000.00	Valt Price			 			<u> </u>	1	1	
Detectipion	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LS LS LS SYD	552, Unit Price - 552,080,07 559,080,07 54,090,03	Extension 5 22,350,00 5 50,000.00	Valt Price		ļ	Star		L		pianal Bering	-	oberger
and Durnolalization (3% not Presented of Traffic antificing of Conditions manufacturing (4" HALA, 3" surface, 14" No. 33 Cerus and Guner (All Types)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LS LS LS SYD	60,002,502 60,000,602 60,000,12 60,000,00	S 22,350,00 S 50,000.00				Extensión /	Unit Price	rest Mole Extension	·	Extension :	Unit Price	
nd Protection of Traffic artistion of Conditions near Paching (4" HMA, 3" nurface, 14" No. 53 Comp. and Gatter (All Types) walk Replacement (4" things (All Types) a Respection (6" PCCP, 4" Base)	1 190	LS LS SYD	\$59,000,00 \$1,000.00 \$4,000.00	\$ 50,000.00			1	s 40,000.00	\$ 75,000,00		į.			\$ 17,160.
nd Protection of Traffic artistion of Conditions near Paching (4" HMA, 3" nurface, 14" No. 53 Comp. and Gatter (All Types) walk Replacement (4" things (All Types) a Respection (6" PCCP, 4" Base)	190	'IS IS SYD IFT	\$1,000.03 (0,600,142		\$ 50,000,00	\$ 50,000,00	\$ 50,000,00	\$ 50,000,00	\$ 50,000,00	S 50,000.00		\$ 50,600.90	S 50,000.01	\$ 50,000
entation of Conditions near Paching (4" HMA, 3" near Paching (4" HMA, 3" near Gutter (All Types) walk Replacement (4" nings (All Types) a Respection (6" PCCP, 4" Base)	190	LS SYD LFT	\$4,000.03		\$ 5,000,00	\$ 5,000,00		\$ 5,000,00	\$ 5,000,00	\$ 5,600,00	\$ 36,000,00		\$ 17,500,60	5 17,500
nent Paching (4" HMA, 3" parlice, 14" No. 53 Corp. acad Gutter (All Types) walk Replacement (4" chrps (All Types) a Resocution (6" PCCP, 4" Bess)	190	SYD	i				 					 		
purface, 14° No. 53 Comp. and Gutter (All Types) walk Replacement (4° unps (All Types) a Restriction (6° FCCP, 4° Brase)	100	LFT	\$70,03	\$ 4,000,00	\$ 7,500,00	\$ 7,500,00	\$ 6,569,00	3 6,500,00	3 4,209,69	\$ 4,200,60	3 10,000.00	\$ 10,000,00	\$ 23,500,00	\$ 32,500.
walk Replacement (4" imps (All Types) a Restration (6" PCCP, 4" Base)	E19			\$ 13,363,05	\$ 75.00	\$ 14,250,00	\$ 35,00	\$ 2,220,00	\$ 95,60	\$ 18,650,60	\$ 95.00	S 18,550.00	\$ \$9,09	\$ 16,910.
walk Replacement (4" imps (All Types) a Restration (6" PCCP, 4" Base)	E19													
ings (AUTypes) a Restration (6"PCCP, 4" Base)	_	SYD	\$46,63	\$ 4,600,00	\$ 25,60	\$ 7,560.09	\$ 50,00	\$ 5,000,00	\$ 35,00	\$ 3,000,00	\$ 20.00	2 3,500.03	\$ 64,00	\$ 6,460.
s Restretion (6" PCCP, 4" Bess)	2		\$50.00		\$ 35,00	\$ 4,165,00	5 72.00	\$ 1,263,00	\$ 40,00		\$ 41.00	\$ 4,769.03	\$ \$5.00	\$ 10,234
8:se)		EA	\$1,250,00	\$ 2,500.60	\$ 500,00	5 1,000.00	S 1,650.00	5 3,300,00	\$ 1,003.00	\$ 2,000,00	\$ 1,000,00	\$ 2,000.00	\$ 1,950,00	\$ 3,900.
ಗ್ನೇ (Lawes and grazies)	95	SYD	\$50,00	\$ 5,700,00	\$ 50,00	\$ 4,750.00	\$ 122,09	\$ 13,590.00	\$ 52.03	\$ 4,940,10	\$ 95,00	5 9,025.00	\$ 103,50	\$ 9,765.
	2,600	SYD	\$5,00	S 13,000.09	\$ 4.60	\$ 10,400.00	\$ 2.00	\$ \$200.00	9 2.00	\$ 5,200,00	\$ 1.50	\$ 3,900,60	\$ 16,40	\$ 41,000,
Hity Physica, DR 18 Cente- R 14 Floodie PVC or DR 1	13,315	LFT	\$32.00	\$ 425,060,00	\$ 25.00	\$ 332,575,00	\$ 37.60	\$ 492,635.00	\$ 25.00	\$ 332,875,60	\$ 38.00	\$ 505,970.00	\$ 34.50	\$ 463,362
instaliaica, Ali Depta					,									
Obrsteller Do 18 0-2					·								-	
ility Fights, DR, 18 Cents R 14 Punits PVC or DR 1 Sentellation, 41 December	4,160	t.fT	\$45,00	\$ 117,269,00	\$ 35.00	\$ 143,630,66	\$ 42.60	1 178,850,60	\$ 55,00	\$ 278,860.60	\$ 57,00	\$ 237,120,00	\$ 43,47	S 150,504.6
Installation, All Depths														
felly Piping, DR 18 Cents-								l						
R 14 Fosible PVC or DR 1 Installation, All Depths	6,410	LFT	\$75.00	\$ 463,009,00	\$ 54.00	\$ 147,760.00	\$ 62.00	\$ 599,280.60	\$ 68.00	\$ 425,040.00	\$ 75,00	\$ 433,000,00	\$ 67,75	\$ 436,310.0
45,90 Degree Bend	35	EA	\$539,00	\$ 15252.00	\$ 700,00	3 21,000,00	3 435,00	S 14,875.00	\$ 500.00	\$ 91,500.60	\$ 365.60	\$ 12,775.00	\$ 559,50	\$ 19,250,
at Installation	<u> </u>		423200											
, 45, 90 Degree Bend, d Engallation	11	EÁ	\$563.60	5 9,500,60	\$ L,COR.CO	\$ 11,000,00	\$ 510,00	\$ 6,310,00	5 1,000,00	\$ 11,000,63	\$ 125,60	\$ 4,675,00	S 610.00	\$ 6,710.0
5, 45, 90 Degree Bend, at Installation	7	EA	\$1,203.00	\$ 6,400,00	\$ 1,500,60	\$ 10,500,00	\$ 950,00	\$ 6,720.00	\$ 1,600,00	\$ 17,200,00	\$ 585,00	\$ 4,093,00	\$ 1,400,00	\$ 9,5(0.0
.		EA					* *		. 110040					
estrained Joine Installation	,		\$600,00	\$ 5,400,60	\$ 1,000.00	\$ 9,039.00	\$ 460,00	\$ 4,140.00		9,960,67	\$ 550,00	\$ 4,950,00	\$ 825.00	\$ 7,425.0
estrained Joint Installation	3	EA	\$700.00	\$ 2,100,63	\$ 1,560.60	\$ 4,500,00	\$ 565,00	\$ 1,655,00	\$ 1,200,00	\$ 5,400,61	\$ \$65,00	\$ 1,695.00	\$ 516.00	5 2,730,0
Restreiced Joint Destallation	6	EA	\$900,00	\$ 4,500.00	\$ 2,000,60	\$ 12,003,00	5 760,09	5 4,260,00	\$ 2,260,09	\$ 13,200.00	\$ 785.00	\$ 4,715,00	\$ t,9\$0.02	\$ 6,200.0
testrained Joint Installation	2	₽A	\$700,000	\$ 1,509.60	\$ 2,40,00	\$ 4,230,00	\$ 853,50	\$ 1,600,00	\$ 2,100,60	\$ 4,260,00	3 755.00	\$ 1,390,00	\$ 1,089.93	\$ 2,100,0
r, Restricted Joins	,	EA	\$503,00	\$ 600.00	\$ 200.00	\$ 200,00	\$ 4(0,00	\$ 400,00	\$ 1,200.00	\$ 1,200,00	\$ 215.00	\$ 215,60	\$ 765,00	\$ 765,0
ranapion (Ali Sizer Tappic) va)	4	£Α	\$3,750.00	\$ 7,012.03	\$ 3,560,60	14,000.00	\$ 3,925,60	5 7,760,69	\$ 2,400.00	\$ 9,650.00	3 4,620,60	\$ 18,720,00	\$ 4,709.00	\$ 18,800,0
careation (Connect to	<u> </u>													
ve er Water Mala "Cut in	1	PA	\$2,003.60	\$ 2,063,00	\$ 2,000.00	\$ 2,000.00	\$ 1,459.00	\$ 1,450,69	\$ 2,100,00	3 1,160,03	5 4,150,00	\$ 4,150.60	\$ 5,230,60	\$ 5,200,00
anactico (Coronet to tre or Welst Main "Culin	,	EA	\$2,202.00	\$ 2,233,90	\$ 2,000,00	\$ 2,500,00	\$ 1,923,00	\$ 1,825,03	\$ 2,400,60	\$ 2,400,60	\$ 4,550.63	\$ 4,150.60	\$ 5,230,00	\$ 5,273.0
		\sqcup												
unection (Cornect to Live or Water Main Cut in	1	EA	52,403.00	\$ 2,433,00	\$ 2,000,00	\$ 2,000,00	\$ 2,400,00	\$ 2,469.60	\$ 2,400.00	S 2,400,69	S 4.150.69	\$ 4,150,00	CANCAS 2	5 8,893,00
(Тетрогану)	49	EA	\$403.00	\$ 19,639.00	S 160,60	\$ 24,500,00	\$ 400.00	\$ 19,650,00	\$ 1,200,69	03.603,82 2	5 450,00	\$ 19,630,00	\$ 215,00	S 12,633,0
(Temporany) Hydrach	35	EA.	\$303,00	\$ 10,500,00	\$ 400.00	\$ 14,000,00	\$ 320,00	\$ 13,200,00		\$ 31,500,00	\$ 375,00	\$ 17,125,00	\$ 460.00	\$ \$4,000,0
ive Bexes	45	EA	\$300.00		\$ 260,00		\$ 52.02	\$ 2250.00		* ********	\$ 130,00	\$ 5,850.00		\$ 9,010.0
How-off Assentity	4	EA.	\$650,60	2,601(0	\$ 760.00		\$ 749,60	\$ 2,950,00	\$ 1,X0.60	\$ 6,860.00	\$ 1,050,60	\$ 4,320,00	\$ 943.00	1 3,760,0
ilow-off Assembly	3	EA	\$7.50.00	\$ 2,250,00	\$ 170,50	\$ 2,100,03	\$ 1,205,00	\$ 3,600.00	2 3700'00	\$ 4,599,00	\$ 1,450,00	\$ 4,359,60	5 935.00	\$ 2,333,0
inch pipe shandonmera)	5	EĄ	1600,00	5 3,032.00	\$ 400,00	\$ 2,900,00	\$ 725,00	\$ 2,625,09	\$ \$60.80	S 4,800.00	\$ 2,150,60	\$ 10,750,50	\$ 5,852,00	\$ 29,269,0
	·				\$ 500.00			E 010.0-	\$ 1,000,00	F 1808.00	\$ 2,206,60		\$ 9,945,00	5 5545.0
takan takan	1	EA				\$ 500,00	1 210,00			5 1,000,00		5 2,209,00		
-inch pipe shandonment)	5	EA .	\$200.00			\$ 2,500.00		\$ 400,00	\$ 1,000.00			\$ 1,250,00	\$ 1,203,69	\$ 6,000,0
-inch pipe abendonment) libes (s)		RA	\$1,000,00	\$ 853,000,03	\$ 600,00	\$ 90,600,00	\$ 1,000,00	\$ 150,000,00	£ 1,100,£3	\$ 165,000,00	\$ 1,055,00	\$ 159,550.00	\$ 1,165.00	\$ 174,990.0
	150		\$1,700.60	s 299,200.00	\$ 1,600.60	\$ 176,690,00	\$ 1,875.00	\$ 330,000,00	\$ 1,760.03	\$ 299,200,00	\$ 1,780,00	\$ 313,180,00	\$ 2,19(.07	\$ 385,616,00
ldesis) Replacement Short Side	.176	EA												\$ 3,650.01
khesis) Replacement Short Side Replacement Long Side	.176		أدميد بم	\$ 1,500,00	\$ 3,050,00	\$ 3,090,03	\$ 2,459,90		. ,			\$ 3,350,60	\$ 3,600.00	
ishes (s) Replacement Short Side Replacement Long Side I-inch	.176	EA	03,000,12	1	\$ 2,500,00	\$ 92,500,00	\$ 3,901.00	\$ 144,366,00	\$ 4,400,00	\$ 162,800,00	\$ 4,590,69	\$ 166200.00	S 4,794.60	\$ \$77,373.00
khesis) Replacement Short Side Replacement Long Side	.176			\$ 145,660.00		5 5,400,00	5 4,059.60	\$ 8,100,00	\$ 4,100,60	\$ 1,302,00	\$ 4,590.00	\$ 9,600,00	s 4,737.00	\$ 9,474,00
idessk) Replacement Short Side Replacement Long Side Linch Sternby, Type II (Restrained	.176	EA	\$4,600.00		\$ 2,730,09	2,000,03 [
idessk) Replacement Short Side Replacement Long Side I-trich Secribly, Type II (Restrained is Tee)	.176 1 37	EA EA EA	\$4,00.00	\$ 8,000,00				\$ 14,125,03	\$ 4,000,00	\$ 25,000,00	\$ 3,700,63	\$ 18,500,50	5 4,423.60	\$ 22,100,00
idessk) Replacement Short Side Replacement Long Side Linch Sternby, Type II (Restrained	.176	EA EA	\$4,00.00	\$ 8,000,00			\$ 3,615,69							\$ 31,280.01
thesh) keplacement Stort Side keplacement Leop Side k-izch k-izch sserahly, Typo I (Besträned sterahly, Typo III) I Teop I Teop tree tree tree tree tree tree tree tre	.176 1 37	EA EA EA	\$4,500,00 \$4,500,60 \$4,500,00	\$ 8,000,00 \$ 22,500,00	\$ 2,500,00 \$ 1,009,00	\$ 22,509,00 \$ 24,009,00	3 516,00	\$ 21,840,00		5 12,590.00	\$ 5,775,60	s 8.875.00	1 1,545.60	\$ 9,723.0
thics(s) keplacement Short Side keplacement Leng Side keplacement	.176 1 37 2 5	EA EA EA EA EA	\$4,500,60 \$4,500,60 \$1,500,60 \$1,500,60	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,509,00	\$ 2,560,00 \$ 1,000,00 \$ 1,040,69	\$ 12,509,00 \$ 24,000,00 \$ 6,009.00	\$ 910,00 \$ 1,403,60	\$ 7,015.00			- 1			5 43,542,0
thiesk) Replacement Short Side Replacement Long Side I-tich Secrity, Type III I (Feel Time) Secretity, Type III Secretity, Type	.176	EA EA EA EA	\$4,500,00 \$4,500,00 \$1,500,00 \$1,500,00 \$1,500,00	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,500,00 \$ 19,500,00	\$ 2,560,00 \$ 1,000,00 \$ 1,260,69 \$ 1,460,00	\$ 12,509,00 \$ 24,009,00 \$ 6,009,00 \$ 18,209,00	\$ 510,00 \$ 1,403,00 \$ 2,353,00	\$ 7,000.00 \$ 30,550.00	\$ 4,500.00			\$ 35,660,00	\$ 3,380,60	
thics(s) keplacement Short Side keplacement Leng Side keplacement	.176 1 37 2 5	EA EA EA EA EA	\$4,500,00 \$4,500,00 \$1,500,00 \$1,500,00 \$1,500,00	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,509,00	\$ 2,560,00 \$ 1,000,00 \$ 1,260,69 \$ 1,460,00	\$ 12,509,00 \$ 24,000,00 \$ 6,009.00	\$ 510,00 \$ 1,403,00 \$ 2,353,00	\$ 7,015.00	\$ 4,500.00	\$ 58,500,00 \$ 2,192,765,00			\$ 3,380,60	\$ 2,317,091.0
thiesk) Replacement Short Side Replacement Long Side I-tich Secrity, Type III I (Feel Time) Secretity, Type III Secretity, Type	.176 1 37 2 5	EA EA EA EA EA	\$4,500,00 \$4,500,00 \$1,500,00 \$1,500,00 \$1,500,00	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,500,00 \$ 19,500,00	\$ 2,560,00 \$ 1,000,00 \$ 1,260,69 \$ 1,460,00	\$ 12,509,00 \$ 24,000,00 \$ 6,009,00 \$ 13,209,00 \$ 1,509,100,00	\$ 510,00 \$ 1,403,00 \$ 2,353,00	\$ 7,012.00 \$ 30,559.00 \$ 2,023,318,01	\$ 4,500.00	\$ 2,192,765,00		\$ 35,660,00	\$ 3,380,60	\$ 2,317,091.00
thiesk) Replacement Short Side Replacement Long Side I-tich Secrity, Type III I (Feel Time) Secretity, Type III Secretity, Type	.176 1 37 2 5	EA EA EA EA EA	\$4,500,00 \$4,500,00 \$1,500,00 \$1,500,00 \$1,500,00	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,500,00 \$ 19,500,00	\$ 2,560,00 \$ 1,000,00 \$ 1,260,69 \$ 1,460,00	\$ 12,509,00 \$ 24,009,00 \$ 6,009,00 \$ 13,209,00 \$ 1,309,00,00	\$ 510,00 \$ 1,403,00 \$ 2,353,00	\$ 7,042.03 \$ 30,559.00 \$ 2,023,318,03 X	\$ 4,500.00	t		\$ 35,660,00	\$ 3,380,60	
thiesk) Replacement Short Side Replacement Long Side I-tich Secrity, Type III I (Feel Time) Secretity, Type III Secretity, Type	.176 1 37 2 5	EA EA EA EA EA	\$4,500,00 \$4,500,00 \$1,500,00 \$1,500,00 \$1,500,00	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,500,00 \$ 19,500,00	\$ 2,560,00 \$ 1,000,00 \$ 1,260,69 \$ 1,460,00	\$ 12,509,00 \$ 24,000,00 \$ 6,009,00 \$ 13,209,00 \$ 1,509,100,00	\$ 510,00 \$ 1,403,00 \$ 2,353,00	\$ 7,012.00 \$ 30,559.00 \$ 2,023,318,01	\$ 4,500.00	\$ 2,192,763,02 X		\$ 35,660,00 \$ 2510,660,00 X	\$ 3,380,60	\$ 2,317,997.0 X
thiesk) Replacement Short Side Replacement Long Side I-tich Secrity, Type III I (Feel Time) Secretity, Type III Secretity, Type	.176 1 37 2 5	EA EA EA EA EA	\$4,500,00 \$4,500,00 \$1,500,00 \$1,500,00 \$1,500,00	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,500,00 \$ 19,500,00	\$ 2,560,00 \$ 1,000,00 \$ 1,260,69 \$ 1,460,00	\$ 12,500,00 \$ 24,000,00 \$ 6,000,00 \$ 19,200,00 \$ 1,500,000,00 \$ X X	\$ 510,00 \$ 1,403,00 \$ 2,353,00	\$ 7,042.03 \$ 36,559.09 \$ 2,023,316,03 X X	\$ 4,500.00	\$ 2,192,765,09 X X		\$ 35,660,00 \$ 2510,610,00 X X	\$ 3,380,60	\$ 2,317,097.00 X X
thicsk) Replacement Short Side Replacement Long Side i-tich Secritary, Type III II Tee) Secretary, Type III II Tee Secretary, Type III Secretary, Type	.176 1 37 2 5	EA EA EA EA EA	\$4,500,00 \$4,500,00 \$1,500,00 \$1,500,00 \$1,500,00	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,500,00 \$ 19,500,00	\$ 2,560,00 \$ 1,000,00 \$ 1,260,69 \$ 1,460,00	\$ 12,500,00 \$ 24,000,00 \$ 6,000,00 \$ 19,200,00 \$ 1,500,000,00 \$ X X	\$ 510,00 \$ 1,403,00 \$ 2,353,00	\$ 7,04200 \$ 36,550,00 \$ 2,023,316,00 X X X	\$ 4,500.00	X X X		\$ 35,660,00 \$ 2,510,612,00 X X X	\$ 3,380,60	\$ 2,317,997.60 X X X
thesis) kepiscement Short Side kepiscement Short Side kepiscement Leong Side i-t-tch ssenday, Type I (Restrained ssenday, Type III I Fed) Little State Side in the State Side in the sol Box find and Box Valve and Box Tall, RASE BID	.176 1 37 2 5	EA EA EA EA EA	\$4,500,00 \$4,500,00 \$1,500,00 \$1,500,00 \$1,500,00	\$ 8,000,00 \$ 22,500,00 \$ 26,600,00 \$ 6,500,00 \$ 19,500,00	\$ 2,560,00 \$ 1,000,00 \$ 1,260,69 \$ 1,460,00	\$ 12,349,00 \$ 24,000,00 \$ 6,000,00 \$ 13,300,00,00 \$ 1,350,000,00 \$ X X X	\$ 510,00 \$ 1,403,00 \$ 2,353,00	\$ 7,04.00 \$ 30,554.00 \$ 2,037,318,00 X X X	\$ 4,500.00	\$ 2,192,765,00 X X X X		\$ 35,860,00 \$ 2510,860,60 X X X X	\$ 3,380,60	X X X X X
thesis) Replacement Short: Replacement Leog S Replacement Leog	Kđe	1 37 2 5	S EA	2 HA \$4,500,40 5 EA \$5,500,00	5 EA \$1,500,00 \$ 22,500,00	5 EA \$1,500.00 \$ 22,500.00 \$ 2,500.00					<u> </u>			\$ 2A \$1,200.00 \$ 6,500.00 \$ 1,245.00 \$ 6,000.00 \$ 1,405.00 \$ 7,000.00 \$ 2,500.00 \$ 12,500.00 \$ 1,775.00 \$ 8,575.00 \$ 1,545.00

CITY OF FORT WAYNE, INDIANA

Midwest Trenchless Services, LLC
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest In Vendor

а,	apply and provide their names and addresses (attach	
	(i) Equity ownership exceeding 5%	()
	(ii) Distributable income share exceeding 5%	
	(iii) Not Applicable (If N/A, go to Section 2)	(<u>X</u>)
	Name:	Name:
b.	Address:For each individual listed in Section 1a. show his/her ty	Address: pe of equity ownership:
	sole proprietorship () stock () partnership interest () units (LLC) () other (explain)	
C.	For each individual listed in Section 1a, show the perce ownership interest:	ntage of ownership interest in Vendor (or its parent):
	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):

<u></u>	Yes		No X					
		ntractual empl		illy" (def rvices in the pre			, parent,	child o
Relati years			ediate Family	holding <u>elective</u> No <u>X</u>	e City office	currently or	in the pr	revious
Relation years:			liate Family h	olding <u>appointiv</u>	<u>/e</u> City offic	e currently or	in the p	revious
ction 3:				CT AND PROC				
If "Yes	s", identify eac nce number, co	ch current cor ontract date an	ntract with dea and City contact	scriptive inform below (attach a	ation includ additional pa	ing purchase ages as neces	order or sary).	contrac

	Does Vendor have <u>pending</u> contracts (including leases), bids, proposals, or other pending procuremen ationship with the City? Yes No _X								
	If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).								
C.	Does vendor have any existing employees that are also employed by the City of Fort Wayne?								
	Yes No _X								
	If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).								
	Name / Position / Payment Terms:								
	Name / Position / Payment Terms:								
	Name / Position / Payment Terms:								
d.	Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).								
	Company / Name / Payment Terms:								

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:

- 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;
- 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

Midwest Trenchless Services, LLC	3129 Benston Rd Whitehall, MI 4946				
(Name of Vendor)	Address				
•	() 616-291-3294				
	Telephone				
	Joel@notrench.net				
	E-Mall 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) _Joel Kr	uszynski	Title_	Owner
Signature	195	Date	03/31/15
7			

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

Interoffice Memo

Date:

April 23, 2015

To:

Common Council Members

From:

Michael Kiester, Manager, City Utilities Engineering / ESS

RE:

Westmoor Park Area Water Main Replacement

Res. #66350, W.O. #66350

Council District #4

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "Westmoor Park Area Water Main Replacement" as follows: horizontally directionally drilled water main replacement project including 13,315 feet of 6-inch, 4,160 feet of 8-inch, and 6,440 feet of 12-inch water main including 326 services, 44 hydrants, and 42 valves.

<u>Implications of not being approved</u>: Continued water main breaks on the effected water mains, which temporarily shuts off water service to customers. If the project is not approved, the existing mains will continue to experience more breaks further inconveniencing our customers.

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

This project was advertised to contractors on March 13, 2015, March 20, 2015 in the Journal Gazette and the News Sentinel and March 18, 2015 in Frost Illustrated, Inc.

The contract for Resolution #66350 awarded to Midwest Trenchless Services for \$1,593,800.00 was the lowest most responsive bidder of 5 bidders and 22% below the Engineer's estimate of \$2,030,000.00. The second lowest bidder was \$429,588.00 above Midwest Trenchless Services' bid.

The cost of said project funded by Water Utility.

Council Introduction Date:

CC:

BOW

Matthew Wirtz Diane Brown Construction Manager

Chrono

File