BILL NO. S-17-05-34

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT - CALIFORNIA ROAD WATER MAIN EXTENSION - RESOLUTION/WO #66484 - $285,170.00 between LAWNSCAPE SITE DEVELOPMENT, INC. 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 CONSTRUCTION CONTRACT - CALIFORNIA ROAD WATER MAIN EXTENSION - RESOLUTION/WO #66484 by and between LAWNSCAPE SITE DEVELOPMENT, INC. 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 construction of approximately 3780 LF of 12-iinch water main and all other appurtenances and work as necessary for the water main extension. Installation method of pipe to be by HDD;

involving a total cost of TWO HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED SEVENTY AND 00/100 DOLLARS - ($285,170.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Carol Helton, City Attorney

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

Resolution **66484** **Work Order 66484**

THIS AGREEMENT is by and between the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called Owner) and Lawnscape Site Development (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:

The construction of approximately 3780 LF of 12-inch HDPE water main and all other appurtenances and work as necessary for the water main extension. Installation method of pipe to be by HDD.

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:

California Rd Water Main Extension

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by *City 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 within 150 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 days after the date when the Contract Times commence to run.

B. Definitions of Substantial Completion for this Work shall consist of shall consist of satisfactory installation of water main, hydrants, valves, backfilling and compaction, successful testing of pipe, and all other work complete with the exception of concrete, asphalt, 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 **$1000** 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 **$1000** 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

TOTAL OF ALL UNIT PRICES

Two Hundred Eighty-Five Thousand, One Hundred Seventy Dollars and Zero Cents

$285,170.00

Addendum 3

ARTICLE 5 – BASIS OF BID

NAME: Lawnscape Site Development

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

ITEM #	SECTION	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	01 11 21-A	Mobilization and Demobilization (5% Maximum)	1	LS	30,000.00	30,000.00
2	01 11 21-B	Work Allowance	1	LS	$15,000	15,000.00
3	01 11 21-C	Utility Pole Bracing Allowance	1	LS	$2,500	2500.00
4	01 55 26-A	Maintenance and Protection of Traffic	1	LS	2000.00	2000.00
5	01 71 16.13-A	Video Documentation of Conditions	1	LS	2100.00	2100.00
6	33 05 38.16-A	12-inch HDPE Pressure Utility Piping	3780	LF	44.00	166,320.00
7	33 05 38.16-B	12-inch 11.25, 22.5, 45, or 90 Degree Bend HDPE Molded Fittings	6	EA	1,475.00	8850.00
8	33 11 00-A	Water Main Connection (12" Tapping Sleeve & Valve by WMS)	1	EA	2800.00	2800.00
9	33 11 00-B	Water Main Connection (Connect to existing Valve or Water Main "Cut in Fittings")	1	EA	4,100.00	4,100.00
10	33 11 00-C	Test Riser (Temporary)	6	EA	1000.00	6000.00
11	33 12 00-A	Fire Hydrant Assembly-All Types	7	EA	5000.00	35,000.00
12	33 12 00-B	12-inch Resilient Seat Gate Valve and Box	3	EA	3500.00	10,500.00
TOTAL BID PRICE						285,170.00

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities determined as provided in the Contract Documents.

NOTE: Please place Bid Schedule on top of submitted bid package.

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.

1. 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. **95%** 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 not 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 00-12, inclusive);
9. Specifications as listed in the Table of Contents of the Project Manual

10. Drawings consisting of Drawing Y-20689 Pages 1 to 7, inclusive, with each sheet bearing the following general title: California Rd Water Main Extension;

11. Addenda (numbers 1 to 3, inclusive);

12. Attachments to this Agreement (enumerated as follows);

    a. Contractor's Bid Schedule (page 00 41 00-3);

    b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive);

13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages _____ to _____, inclusive).

    b. Work Change Directives.

    c. Change Orders.

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

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.

ARTICLE 10 – MISCELLANEOUS

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. **Determination of Waiver Requests** – 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. **Good Faith Efforts**. – In determining whether or not the Contractor used "good faith" efforts, the following shall be considered:

1. 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. **Waiver Approved** – 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 66484). One 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:

BY: _____
(Name)

TITLE: _____

DATE: 6/28/17
(Date signed by Contractor)

Address for giving notices:

_____

_____

_____

_____

OWNER:

CITY OF FORT WAYNE

BY: _____
THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: _____
ROBERT P. KENNEDY, CHAIR

BY: _____
MIKE AVILA, MEMBER

BY: _____
KUMAR MENON, MEMBER

ATTEST: _____
LYNDSEY RICHARDS, CLERK

DATE: _____
(Date signed by Board)

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF IN)
SS:)
COUNTY OF Allen)

BEFORE ME, a Notary Public, in and for said County and State, this 28th day of April, 2017, personally appeared the within named Lee Keeter who under penalty of perjury says that he is the Superintendint of Lawnscape Site Devel and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of _____ for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

LISA M. HOSIER
Allen County
My Commission Expires
May 09, 2024

Lisa M Hosier
Notary Public

Lisa M Hosier
Printed Name of Notary

My Commission Expires:

Resident of Allen **County**

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, ____, personally appeared the within named Thomas C. Henry, Robert P. Kennedy, Mike Avila, Kumar Menon and Lyndsey Richards, by me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

_____
Notary Public

_____
Printed Name of Notary

My Commission Expires:

Resident of _____ **County**

	PROJECT:	California Road Water Main Extension
	Resolution#:	66484
	Work Order#:	66484
	Project Designer	Landon Geiger
	Construction Manager	Adam Beougher
	Manager	Mike Kiester
	Bid Date: (Quote Date)	March 29, 2017
	Funding:	Water

BID				Engineer's Estimate		Lawnscape Site Dev		Pinpoint Directional		Underground Contr		All Star Construction		Haskins Underground		Midwest Mole	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization and Demobilization (5% Maximum)	1	LS	$ 16,600.00	$ 16,600.00	$ 30,000.00	$ 30,000.00	$ 14,530.00	$ 14,530.00	$ 13,500.00	$ 13,500.00	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 21,100.00	$ 21,100.00
2	Work Allowance	1	LS	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
3	Utility Pole Bracing Allowance	1	LS	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
4	Maintenance and Protection of Traffic	1	LS	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00	$ 2,500.00	$ 2,500.00	$ 600.00	$ 600.00	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00
5	Video Documentation of Conditions	1	LS	$ 1,200.00	$ 1,200.00	$ 2,100.00	$ 2,100.00	$ 1,200.00	$ 1,200.00	$ 1,750.00	$ 1,750.00	$ 600.00	$ 600.00	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00
6	12-inch HDPE Pressure Utility Piping	3780	LF	$ 55.00	$ 207,900.00	$ 44.00	$ 166,320.00	$ 50.42	$ 190,587.60	$ 50.00	$ 189,000.00	$ 67.00	$ 253,260.00	$ 77.00	$ 291,060.00	$ 85.00	$ 321,300.00
7	12-inch 11.25, 22.5, 45, or 90 Degree Bend HDPE Molded Fittings	6	LF	$ 2,200.00	$ 13,200.00	$ 1,475.00	$ 8,850.00	$ 693.00	$ 4,158.00	$ 1,500.00	$ 9,000.00	$ 2,225.00	$ 13,350.00	$ 2,000.00	$ 12,000.00	$ 520.00	$ 3,120.00
8	Water Main Connection (12" Tapping Sleeve & Valve by WMS)	1	EA	$ 4,000.00	$ 4,000.00	$ 2,800.00	$ 2,800.00	$ 2,454.50	$ 2,454.50	$ 2,610.00	$ 2,610.00	$ 1,575.00	$ 1,575.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00
9	Water Main Connection (Connect to existing Valve or Water Main "Cut in Fittings")	1	EA	$ 4,200.00	$ 4,200.00	$ 4,100.00	$ 4,100.00	$ 2,616.20	$ 2,616.20	$ 5,125.00	$ 5,125.00	$ 2,575.00	$ 2,575.00	$ 1,000.00	$ 1,000.00	$ 4,700.00	$ 4,700.00
10	Test Riser (Temporary)	6	EA	$ 950.00	$ 5,700.00	$ 1,000.00	$ 6,000.00	$ 1,848.60	$ 11,091.60	$ 965.00	$ 5,790.00	$ 550.00	$ 3,300.00	$ 1,500.00	$ 9,000.00	$ 2,000.00	$ 12,000.00
11	Fire Hydrant Assembly-All Types	7	EA	$ 5,500.00	$ 38,500.00	$ 5,000.00	$ 35,000.00	$ 5,789.70	$ 40,527.90	$ 5,540.00	$ 38,780.00	$ 6,575.00	$ 46,025.00	$ 7,500.00	$ 52,500.00	$ 7,200.00	$ 50,400.00
12	12-inch Resilient Seat Gate Valve and Box	3	EA	$ 4,400.00	$ 13,200.00	$ 3,500.00	$ 10,500.00	$ 3,714.10	$ 11,142.30	$ 4,500.00	$ 13,500.00	$ 3,650.00	$ 10,950.00	$ 3,500.00	$ 10,500.00	$ 4,700.00	$ 14,100.00
	TOTAL BASE BID				$ 325,000.00		$ 285,170.00		$ 297,808.10		$ 299,055.00		$ 359,735.00		$ 419,560.00		$ 450,520.00
Addendum No.1							X		X		X		X		X		X
Addendum No.2							X		X		X		X		X		X
Addendum No.3							X		X		X		X		X		X
Bidder's Bond							X		X		X		X		X		X
Form 95							X		X		X		X		X		X
Non-Collusion Affidavit							X		X		X		X		X		X
Cert In Lieu/Financial Statement							X						X		X		X
Employee Drug Testing Program (<$150K)							X		X		X						X
Vendor Disclosure Statement Form							X		X		X		X		X		X
Reviewed By																	

CITY OF FORT WAYNE, INDIANA

Lawnscape Site Development, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% (___)

(ii) Distributable income share exceeding 5% (___)

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

Name: _____ Name: _____

Address: _____ Address: _____

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

sole proprietorship (___) stock (___)
partnership interest (___) units (LLC) (___)
other (explain)_____

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

Name: _____ _____%

Name: _____ _____%

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

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

a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes ____ No X

b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes ____ No X

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

c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes ____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

a. Does Vendor have current contracts (including leases) with the City? Yes X No ____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

Winter Street
Main Citizens Square maintenance

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

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

_____

_____

_____

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

Yes ____ No X

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

Name / Position / Payment Terms:

_____

Name / Position / Payment Terms:

_____

Name / Position / Payment Terms:

_____

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

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;

c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and

e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating

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

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

Lawnscape Site Dev.
(Name of Vendor)

6806 Parrott Rd
Address
(260) 749-8611
Telephone
Lawnscape@Frontier.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) Greg J. Lallo Title Vice President

Signature Date 3/28/17

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

City Utilities
Engineering

Interoffice Memo

Date: May 5, 2017

To: Common Council Members

From: Michael Kiester, Manager, City Utilities Engineering / ESS

RE: California Road Water Main Extension
WO 66484

Council District # North West

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "California Road Water Main Extension" as follows: The construction of approximately 3780 LF of 12-inch HDPE water main and all other appurtenances and work as necessary for the water main extension. Installation method of pipe to be by HDD.

Implications of not being approved: The water main extensions will eliminate dead end mains near Steeple Chase Community. Creating these additional loops will improve system performance by increasing reliability and fire flow capabilities.

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

This project was advertised to contractors on March 10, 2017, March 17, 2017 in the Journal Gazette and the News Sentinel and March 15, 2017 in Frost Illustrated, Inc.

The contract for Resolution #66484 awarded to Lawnscape Site Development for $285,170.00 was the lowest most responsive bidder of 6 bidders and 12% below the Engineer's estimate of $325,000.00. The second lowest bidder was $12,438.10 above Lawnscape Site Development's bid.

The cost of said project funded by Water Utility.

Council Introduction Date: May 23, 2017

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono