

BILL NO. S-19-04-09

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving RUDISILL
CONSOLIDATION SEWER AND EXTENSION TO
FOSTER PARK RELIEF SEWER CONNECTION -
RESOLUTION/WORK ORDER #76480 -
\$5,977,000.00 between F.A. WILHELM
CONSTRUCTION CO., 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 RUDISILL CONSOLIDATION SEWER AND
EXTENSION TO FOSTER PARK RELIEF SEWER CONNECTION -
RESOLUTION/WORK ORDER #76480 by and between F.A. WILHELM
CONSTRUCTION CO., 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
projects includes the construction of a diversion structure, screen
and gate structure, relocation of various existing utilities and
related appurtenances. Project is to connect Combined Sewer
Outfalls 18 and 19 to the 3RPORT tunnel system at Drop Shaft
01. The Work includes, but is not limited to, the following: a 30
foot by 34 foot diversion structure, approximately 60 feet of 84
inch by 84 inch consolidation sewer, a 27 foot by 37 foot scree
and gate structure, 120 inch by 120 inch flap gate replacement,
existing sewer and watermain relocation, and associated site
restoration;

involving a total cost of FIVE MILLION NINE HUNDRED SEVENTY-SEVEN
THOUSAND AND 00/100 DOLLARS - (\$5,977,000.00). 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

CITY OF FORT WAYNE, INDIANA

WATSON EXCAVATING INC

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒

(ii) Distributable income share exceeding 5% ☐

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

Name: CLARENCE W. WATSON Name: _____

Address: 9420 W. ST RD 67 REDKEY, IN. 47373 Address: _____

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

sole proprietorship ☐ stock ☒ (100%)
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: CLARENCE W. WATSON 100 %

Name: _____ %

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

Yes _____ No ✓

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: N/A

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

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 ✓

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)
Including contractual employment for services in the previous 3 years:
Yes _____ No ✓

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ 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).

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

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

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.

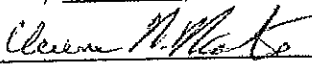
The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

WATSON EXCAVATING INC
(Name of Vendor)

109 W. HIGH ST. P.O. BOX 45 REDKEY, IN. 47373
Address
(765) 369-2728
Telephone
billwatsonexc@aol.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) CLARENCE W. WATSON Title PRESIDENT

Signature  Date 4/15/19

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

	PROJECT:	Rudisill Consolidation Sewer and Extension to Foster Park Relief Sewer Connection									
	Resolution#:	76480				Corrections					
	Work Order#:	76480									
	Project Designer	Kristen Buell									
	Construction Manager	Mark Gensic									
	Manager	Michael Kiester									
	Bid Date: (Quote Date)	March 26, 2019									
	Funding:	Sewer									
BASE BID				Engineer's Estimate		F. A. Wilhelm Construction Co., Inc.		Robert E. Crosby, Inc., DBA: Crosby Construction		Kokosing Industrial, Inc.	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Owner Work Allowance	1	LS	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
2	Utility Relocation Allowance	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
3	Mobilization And Demobilization (5%)	1	LS	\$250,000.00	\$250,000.00	\$100,000.00	\$100,000.00	\$332,464.00	\$332,464.00	\$300,000.00	\$300,000.00
4	Remove And Reinstall Street/Stop Signs	2	EA	\$200.00	\$400.00	\$100.00	\$200.00	\$84.97	\$169.94	\$80.00	\$160.00
5	Screen And Gate Structure DS01-SG	1	LS	\$1,450,000.00	\$1,450,000.00	\$2,066,000.00	\$2,066,000.00	\$2,055,101.71	\$2,055,101.71	\$2,473,000.00	\$2,473,000.00
6	Diversion Structure DV01-04	1	LS	\$1,842,000.00	\$1,842,000.00	\$1,438,897.00	\$1,438,897.00	\$1,860,806.05	\$1,860,806.05	\$2,100,000.00	\$2,100,000.00
7	Floatables Collection Vault	1	LS	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$32,172.78	\$32,172.78	\$20,000.00	\$20,000.00
8	Bollards	4	EA	\$1,125.00	\$4,500.00	\$1,500.00	\$6,000.00	\$505.02	\$2,020.08	\$1,000.00	\$4,000.00
9	Maintenance And Protection Of Traffic	1	LS	\$50,000.00	\$50,000.00	\$225,000.00	\$225,000.00	\$208,872.94	\$208,872.94	\$250,000.00	\$250,000.00
10	Erosion And Sedimentation Control	1	LS	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$63,025.44	\$63,025.44	\$75,000.00	\$75,000.00
11	Video Documentation Of Conditions	1	LS	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,832.30	\$2,832.30	\$2,500.00	\$2,500.00
12	Remove Existing Inlet Structure	3	EA	\$900.00	\$2,700.00	\$2,000.00	\$6,000.00	\$1,816.07	\$5,448.21	\$1,200.00	\$3,600.00
13	Remove Existing Manhole Structure	2	EA	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$3,698.99	\$7,397.98	\$1,200.00	\$2,400.00
14	Remove Existing Regulator, K11 162, 60" X 72" Concrete Vault	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$14,004.02	\$14,004.02	\$8,000.00	\$8,000.00
15	Remove Existing Regulator, K11 163, 144" X 144" Concrete Vault	1	LS	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$35,652.98	\$35,652.98	\$18,000.00	\$18,000.00
16	Remove Existing Sewer, 126", Rudisill Interceptor	30	LF	\$500.00	\$15,000.00	\$1,800.00	\$54,000.00	\$1,132.92	\$33,987.60	\$500.00	\$15,000.00
17	Remove Existing Sewer, Up To 42"	236	LF	\$70.00	\$16,520.00	\$70.00	\$16,520.00	\$119.91	\$28,298.76	\$120.00	\$28,320.00
18	Remove Water Main Valve Box	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$106.50	\$106.50	\$190.00	\$190.00
19	Remove Traffic Signal Monopole And Signal Heads	3	EA	\$2,500.00	\$7,500.00	\$2,000.00	\$6,000.00	\$1,699.38	\$5,098.14	\$2,000.00	\$6,000.00
20	Remove Concrete Pavement	1,920	SY	\$20.00	\$38,400.00	\$15.00	\$28,800.00	\$33.55	\$64,416.00	\$12.00	\$23,040.00
21	Remove Concrete Sidewalk	120	SY	\$15.00	\$1,800.00	\$40.00	\$4,800.00	\$17.42	\$2,090.40	\$15.00	\$1,800.00
22	Remove Traffic Signal Pole Foundation	3	EA	\$1,000.00	\$3,000.00	\$1,250.00	\$3,750.00	\$524.55	\$1,573.65	\$1,200.00	\$3,600.00
23	Remove Traffic Signal Cabinet Foundation	1	EA	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$598.19	\$598.19	\$600.00	\$600.00
24	Masonry And Stone Sign, Remove And Salvage	1	EA	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,381.37	\$5,381.37	\$5,000.00	\$5,000.00
25	Remove Traffic Signal Detector Housing	2	EA	\$330.00	\$660.00	\$1,500.00	\$3,000.00	\$1,132.92	\$2,265.84	\$1,200.00	\$2,400.00
26	Remove 126" X 126" Flap Gate	1	LS	\$8,000.00	\$8,000.00	\$12,500.00	\$12,500.00	\$9,260.12	\$9,260.12	\$2,700.00	\$2,700.00
27	Remove Wood Construction Fence	140	LF	\$25.00	\$3,500.00	\$40.00	\$5,600.00	\$10.61	\$1,485.40	\$20.00	\$2,800.00
28	NEMA 7 Junction Box	3	EA	\$4,500.00	\$13,500.00	\$9,500.00	\$28,500.00	\$8,496.90	\$25,490.70	\$7,650.00	\$22,950.00
29	Underground Duct Bank Type I	80	LF	\$200.00	\$16,000.00	\$270.00	\$21,600.00	\$177.24	\$14,179.20	\$160.00	\$12,800.00
30	Underground Duct Bank Type II	100	LF	\$225.00	\$22,500.00	\$285.00	\$28,500.00	\$188.57	\$18,857.00	\$160.00	\$16,000.00
31	Electrical Handhole	4	EA	\$2,100.00	\$8,400.00	\$9,000.00	\$36,000.00	\$7,335.66	\$29,342.64	\$6,500.00	\$26,000.00
32	Flowable Fill For Pipe Abandonment	12	CY	\$37.50	\$450.00	\$400.00	\$4,800.00	\$651.43	\$7,817.16	\$175.00	\$2,100.00
33	Riprap, Remove And Replace	145	SY	\$50.00	\$7,250.00	\$80.00	\$11,600.00	\$50.17	\$7,274.65	\$60.00	\$8,700.00
34	Observation Wells	180	LF	\$80.00	\$14,400.00	\$20.00	\$3,600.00	\$113.30	\$20,394.00	\$110.00	\$19,800.00
35	Clearing And Grubbing	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$5,891.19	\$5,891.19	\$1,600.00	\$1,600.00
36	Tree Removal	3	EA	\$750.00	\$2,250.00	\$750.00	\$2,250.00	\$1,964.49	\$5,893.47	\$1,900.00	\$5,700.00

37	Retain Temporary Excavation Support	3,300	SF	\$10.00	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	Asphalt Path, Remove And Replace	120	SY	\$60.00	\$7,200.00	\$160.00	\$19,200.00	\$138.46	\$16,615.20	\$140.00	\$16,800.00
39	Arterial Pavement, Concrete (9" Pccp Over 2" No. 53 Aggregate)	1,920	SY	\$65.00	\$124,800.00	\$87.50	\$168,000.00	\$87.15	\$167,328.00	\$75.00	\$144,000.00
40	D-I Contraction Joints	1,800	LF	\$5.00	\$9,000.00	\$11.50	\$20,700.00	\$11.33	\$20,394.00	\$17.00	\$30,600.00
41	Pavement Markings, 4" White Dash	50	LF	\$10.00	\$500.00	\$0.30	\$15.00	\$0.29	\$14.50	\$2.25	\$112.50
42	Pavement Markings, 4" White Dotted	220	LF	\$10.00	\$2,200.00	\$0.60	\$132.00	\$0.57	\$125.40	\$2.25	\$495.00
43	Pavement Markings, 4" White Solid	220	LF	\$10.00	\$2,200.00	\$0.25	\$55.00	\$0.23	\$50.60	\$5.50	\$1,210.00
44	Pavement Markings, 4" Yellow Solid	440	LF	\$10.00	\$4,400.00	\$0.25	\$110.00	\$0.23	\$101.20	\$5.50	\$2,420.00
45	Pavement Markings, 6" White Solid, Crosswalk	200	LF	\$15.00	\$3,000.00	\$6.00	\$1,200.00	\$5.67	\$1,134.00	\$6.50	\$1,300.00
46	Pavement Markings, 24" White Solid, Stop Bar	80	LF	\$30.00	\$2,400.00	\$20.00	\$1,600.00	\$18.13	\$1,450.40	\$14.00	\$1,120.00
47	Ada Curb Ramps, All Types, Remove And Replace	3	EA	\$2,500.00	\$7,500.00	\$3,250.00	\$9,750.00	\$3,115.53	\$9,346.59	\$3,750.00	\$11,250.00
48	Type-A, Curb Replacement	530	LF	\$45.00	\$23,850.00	\$78.00	\$41,340.00	\$26.06	\$13,811.80	\$40.00	\$21,200.00
49	Concrete Center Curb Type C	50	LF	\$110.00	\$5,500.00	\$61.00	\$3,050.00	\$118.96	\$5,948.00	\$165.00	\$8,250.00
50	PCCP Sidewalks, 4"	40	SY	\$52.00	\$2,080.00	\$195.00	\$7,800.00	\$126.80	\$5,072.00	\$125.00	\$5,000.00
51	Temporary Construction Fence	1,900	LF	\$10.00	\$19,000.00	\$22.00	\$41,800.00	\$39.66	\$75,354.00	\$45.00	\$85,500.00
52	Wood Construction Fence	80	LF	\$50.00	\$4,000.00	\$400.00	\$32,000.00	\$86.11	\$6,888.80	\$80.00	\$6,400.00
53	Seeding And Grading	1	LS	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$26,599.82	\$26,599.82	\$25,000.00	\$25,000.00
54	12" RCP Class IV Non-Pressure Utility Piping (Storm) [All Depths]	142	LF	\$50.00	\$7,100.00	\$150.00	\$21,300.00	\$103.81	\$14,741.02	\$175.00	\$24,850.00
55	18" RCP Class IV Non-Pressure Utility Piping (Storm) [All Depths]	60	LF	\$70.00	\$4,200.00	\$210.00	\$12,600.00	\$128.14	\$7,688.40	\$300.00	\$18,000.00
56	12" PVC SDR 26 Non-Pressure Utility Piping (Sanitary) [All Depths]	70	LF	\$100.00	\$7,000.00	\$325.00	\$22,750.00	\$142.80	\$9,996.00	\$360.00	\$25,200.00
57	18" PVC PS115 Non-Pressure Utility Piping (Sanitary) [All Depths]	16	LF	\$200.00	\$3,200.00	\$600.00	\$9,600.00	\$223.58	\$3,577.28	\$650.00	\$10,400.00
58	30" PVC PS115 Non-Pressure Utility Piping (Sanitary) [All Depths]	69	LF	\$250.00	\$17,250.00	\$460.00	\$31,740.00	\$229.72	\$15,850.68	\$700.00	\$48,300.00
59	36" PVC SDR 26 Non-Pressure Utility Piping (Sanitary) [All Depths]	26	LF	\$300.00	\$7,800.00	\$850.00	\$22,100.00	\$373.80	\$9,718.80	\$550.00	\$14,300.00
60	12" DR 11 HDPE Pressure Water Main Piping And Fittings	250	LF	\$140.00	\$35,000.00	\$240.00	\$60,000.00	\$217.19	\$54,297.50	\$175.00	\$43,750.00
61	6" DR 11 HDPE Pressure Water Main Piping And Fittings	80	LF	\$80.00	\$6,400.00	\$150.00	\$12,000.00	\$127.91	\$10,232.80	\$125.00	\$10,000.00
62	Test Riser (Temporary)	4	EA	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$1,886.32	\$7,545.28	\$1,000.00	\$4,000.00
63	Temporary 2-Inch Blow-Off	1	EA	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,927.84	\$3,927.84	\$2,250.00	\$2,250.00
64	Cut And Plug (16" Water Main Abandonment)	2	EA	\$1,200.00	\$2,400.00	\$1,100.00	\$2,200.00	\$3,743.17	\$7,486.34	\$5,000.00	\$10,000.00
65	Cut And Plug (12" Water Main Abandonment)	1	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$7,034.30	\$7,034.30	\$3,000.00	\$3,000.00
66	Water Main Connection (12" Tapping Sleeve and Valve)	1	EA	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$9,055.43	\$9,055.43	\$9,000.00	\$9,000.00
67	Fire Hydrant Assembly	1	EA	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$3,256.02	\$3,256.02	\$3,600.00	\$3,000.00
68	Resilient Seat Wedge Gate Valve and Boxes	4	EA	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$3,398.76	\$13,595.04	\$2,800.00	\$11,200.00
69	Well Abandonment (2'-4")	540	LF	\$10.00	\$5,400.00	\$25.00	\$13,500.00	\$11.33	\$6,118.20	\$11.00	\$5,940.00
70	Well Abandonment (6"-8")	400	LF	\$30.00	\$12,000.00	\$10.00	\$4,000.00	\$17.00	\$6,800.00	\$12.00	\$4,800.00
71	48" Precast Doghouse Sanitary Utility Sewerage Manhole (All Depths)	1	EA	\$5,000.00	\$5,000.00	\$9,750.00	\$9,750.00	\$7,039.97	\$7,039.97	\$9,000.00	\$9,000.00
72	48" Precast Drop Sanitary Utility Sewerage Manhole (All Depths)	1	EA	\$6,000.00	\$6,000.00	\$9,200.00	\$9,200.00	\$8,096.98	\$8,096.98	\$12,500.00	\$12,500.00
73	72" Precast Drop Sanitary Utility Sewerage Manhole (All Depths)	1	EA	\$9,000.00	\$9,000.00	\$17,750.00	\$17,750.00	\$16,127.11	\$16,127.11	\$20,000.00	\$20,000.00
74	84" Precast Sanitary Utility Sewerage Manhole (All Depths)	1	EA	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00	\$19,750.50	\$19,750.50	\$20,000.00	\$20,000.00
75	96" Precast Doghouse Sanitary Utility Sewerage Manhole (All Depths)	1	EA	\$18,000.00	\$18,000.00	\$18,500.00	\$18,500.00	\$33,788.24	\$33,788.24	\$20,000.00	\$20,000.00
76	96" Precast Sanitary Utility Sewerage Manhole (All Depths)	1	EA	\$14,000.00	\$14,000.00	\$29,000.00	\$29,000.00	\$84,529.43	\$84,529.43	\$25,000.00	\$25,000.00
77	84" X 84" Concrete Box Culvert	64	LF	\$1,500.00	\$96,000.00	\$1,000.00	\$64,000.00	\$4,967.60	\$317,926.40	\$4,000.00	\$256,000.00
78	48" Storm Drainage Manhole	2	EA	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00	\$5,481.07	\$10,962.14	\$3,000.00	\$6,000.00
79	84" Storm Drainage Doghouse Manhole	1	EA	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$21,622.95	\$21,622.95	\$14,000.00	\$14,000.00
80	24 SM Fiber, 2" Conduit	840	LF	\$25.00	\$21,000.00	\$30.00	\$25,200.00	\$31.73	\$26,653.20	\$35.00	\$29,400.00
81	48" X 48" Quazite Tub	2	EA	\$1,000.00	\$2,000.00	\$2,450.00	\$4,900.00	\$9,629.82	\$19,259.64	\$2,700.00	\$5,400.00
82	Traffic Hand Hole	3	EA	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00	\$1,132.92	\$3,398.76	\$1,100.00	\$3,300.00

83	Signal Cantilever Structure, Dual Mast Arm, 30 Ft W/Drilled Foundation	1	EA	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$16,993.79	\$16,993.79	\$15,500.00	\$15,500.00
84	Traffic Signal Head, 3 Section Face	2	EA	\$3,000.00	\$6,000.00	\$900.00	\$1,800.00	\$849.69	\$1,699.38	\$800.00	\$1,600.00
85	Traffic Signal Head, 5 Section Face	2	EA	\$4,000.00	\$8,000.00	\$1,800.00	\$3,600.00	\$1,699.38	\$3,398.76	\$1,600.00	\$3,200.00
86	Signal Cabinet Foundation, Type P-1	1	EA	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,132.92	\$1,132.92	\$1,100.00	\$1,100.00
87	Traffic Signal Cabinet	1	EA	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$16,993.79	\$16,993.79	\$15,500.00	\$15,500.00
88	Traffic Signal Controller	1	EA	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$2,832.30	\$2,832.30	\$2,600.00	\$2,600.00
89	Detector Housing	2	EA	\$850.00	\$1,700.00	\$1,220.00	\$2,440.00	\$1,132.92	\$2,265.84	\$1,100.00	\$2,200.00
90	Loop Detector Delay Amplifier	2	EA	\$350.00	\$700.00	\$280.00	\$560.00	\$260.58	\$521.16	\$250.00	\$500.00
91	Misc. Equipment For Traffic Signals	1	LS	\$2,500.00	\$2,500.00	\$6,100.00	\$6,100.00	\$5,664.60	\$5,664.60	\$5,100.00	\$5,100.00
92	2" Steel Conduit	865	LF	\$26.00	\$22,490.00	\$22.00	\$19,030.00	\$20.40	\$17,646.00	\$20.00	\$17,300.00
93	Sawcut For Roadway Loop & Sealer	250	LF	\$8.40	\$2,100.00	\$18.30	\$4,575.00	\$17.00	\$4,250.00	\$16.00	\$4,000.00
94	Cable, Roadway Loop, 1C/14	1,025	LF	\$0.80	\$820.00	\$0.75	\$768.75	\$0.68	\$697.00	\$0.75	\$768.75
95	Cable, 2C/16	575	LF	\$1.60	\$920.00	\$1.45	\$833.75	\$1.36	\$782.00	\$1.50	\$862.50
96	Cable, 3C/14	380	LF	\$2.00	\$760.00	\$1.55	\$589.00	\$1.48	\$562.40	\$1.50	\$570.00
97	Cable, 5C/14	900	LF	\$2.00	\$1,800.00	\$2.35	\$2,115.00	\$2.21	\$1,989.00	\$2.00	\$1,800.00
98	Cable, 7C/14	580	LF	\$2.50	\$1,450.00	\$2.40	\$1,392.00	\$2.27	\$1,316.60	\$2.50	\$1,450.00
99	Cable, 3C/8	225	LF	\$4.00	\$900.00	\$3.60	\$810.00	\$3.40	\$765.00	\$3.25	\$731.25
100	Pedestrian Signal Head, Countdown, LED, 18 In	4	EA	\$550.00	\$2,200.00	\$500.00	\$2,000.00	\$473.57	\$1,894.28	\$425.00	\$1,700.00
101	Pedestrian Signal Push Button W/Sign	4	EA	\$375.00	\$1,500.00	\$1,500.00	\$6,000.00	\$1,446.74	\$5,786.96	\$1,400.00	\$5,600.00
102	Pedestrian Pedestal And Base, 10'	3	EA	\$850.00	\$2,550.00	\$1,200.00	\$3,600.00	\$1,132.92	\$3,398.76	\$1,100.00	\$3,300.00
103	Pedestrian Signal Pedestal Foundation, Type A	3	EA	\$700.00	\$2,100.00	\$775.00	\$2,325.00	\$736.40	\$2,209.20	\$700.00	\$2,100.00
104	Signal Service Point, Type I	1	EA	\$4,000.00	\$4,000.00	\$1,200.00	\$1,200.00	\$1,132.92	\$1,132.92	\$1,100.00	\$1,100.00
105	Sign, Sheet, W/Legend, 0.080 In Thickness	15	SF	\$10.00	\$150.00	\$14.50	\$217.50	\$13.60	\$204.00	\$14.00	\$210.00
106	24" Ductile Iron Air Vent Piping	115	LF	\$250.00	\$28,750.00	\$170.00	\$19,550.00	\$180.14	\$20,716.10	\$250.00	\$28,750.00
107	42" Ductile Iron Air Vent Piping	15	LF	\$440.00	\$6,600.00	\$575.00	\$8,625.00	\$713.74	\$10,706.10	\$500.00	\$7,500.00
108	24" X 24" X 24" Ductile Iron Pipe Tee Fitting (Air)	2	EA	\$6,200.00	\$12,400.00	\$8,800.00	\$17,600.00	\$7,250.69	\$14,501.38	\$3,500.00	\$7,000.00
109	42" X 42" X 42" Ductile Iron Pipe Tee Fitting (Air)	1	EA	\$13,000.00	\$13,000.00	\$40,000.00	\$40,000.00	\$39,652.18	\$39,652.18	\$30,000.00	\$30,000.00
110	24" Ductile Iron Pipe 45 Degree Fitting (Air)	2	EA	\$4,000.00	\$8,000.00	\$4,500.00	\$9,000.00	\$3,851.93	\$7,703.86	\$3,000.00	\$6,000.00
111	42" X 24" Ductile Iron Pipe Reducer (Air)	1	EA	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$26,170.44	\$26,170.44	\$25,000.00	\$25,000.00
112	24" Ductile Iron Pipe 90 Degree Fitting (Air)	1	EA	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$4,475.04	\$4,475.04	\$3,500.00	\$3,500.00
113	126" X 126" Flap Gate	1	EA	\$92,000.00	\$92,000.00	\$45,000.00	\$45,000.00	\$76,316.76	\$76,316.76	\$75,000.00	\$75,000.00
114	12" Flap Gate, With 96" Manhole Mounting Frame	1	EA	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$7,288.21	\$7,288.21	\$5,000.00	\$5,000.00
TOTAL BASE BID				\$5,091,000.00		\$5,676,890.00		\$6,661,647.70		\$7,109,550.00	

BID ALTERNATE 1				Engineer's Estimate		F. A. Wilhelm Construction Co., Inc.		Robert E. Crosby, Inc., DBA: Crosby Construction		Kokosing Industrial, Inc.	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Approach Channel	1	LS	\$550,000.00	\$550,000.00	\$260,000.00	\$260,000.00	\$272,153.00	\$272,153.00	\$330,000.00	\$330,000.00
TOTAL BID ALTERNATE 1				\$550,000.00		\$260,000.00		\$272,153.00		\$330,000.00	
BID ALTERNATE 2				Engineer's Estimate		F. A. Wilhelm Construction Co., Inc.		Robert E. Crosby, Inc., DBA: Crosby Construction		Kokosing Industrial, Inc.	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Contractor Supplied Special Backfill, No. 53/73 Compacted Aggregate	3,000	CY	\$30.00	\$90,000.00	\$13.37	\$40,110.00	\$58.91	\$176,730.00	\$37.00	\$111,000.00
TOTAL BID ALTERNATE 2				\$90,000.00		\$40,110.00		\$176,730.00		\$111,000.00	
BID ALTERNATE 3				Engineer's Estimate		F. A. Wilhelm Construction Co., Inc.		Robert E. Crosby, Inc., DBA: Crosby Construction		Kokosing Industrial, Inc.	

Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Owner Supplied Special Backfill, No. 53/73 Compacted Aggregate	3,000	CY	\$30.00	\$90,000.00	\$13.37	\$40,110.00	\$35.89	\$107,670.00	\$16.00	\$48,000.00
TOTAL BID ALTERNATE 3				\$90,000.00		\$40,110.00		\$107,670.00		\$48,000.00	
				Engineer's Estimate		F. A. Wilhelm Construction Co., Inc.		Robert E. Crosby, Inc., DBA: Crosby Construction		Kokosing Industrial, Inc.	
TOTAL BASE BID ONLY				\$5,091,000.00		\$5,676,890.00		\$6,661,647.70		\$7,109,550.00	
TOTAL BASE BID + ALTERNATE 1 ONLY				\$5,641,000.00		\$5,936,890.00		\$6,933,800.70		\$7,439,550.00	
TOTAL BASE BID + ALTERNATE 2 ONLY				\$5,181,000.00		\$5,717,000.00		\$6,838,377.70		\$7,220,550.00	
TOTAL BASE BID + ALTERNATE 3 ONLY				\$5,181,000.00		\$5,717,000.00		\$6,769,317.70		\$7,157,550.00	
TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 2				\$5,731,000.00		\$5,977,000.00		\$7,110,530.70		\$7,550,550.00	
TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 3				\$5,731,000.00		\$5,977,000.00		\$7,041,470.70		\$7,487,550.00	
BASIS OF AWARD: TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 2				\$5,731,000.00		\$5,977,000.00		\$7,110,530.70		\$7,550,550.00	
Addendum No. 1							X		X		X
Addendum No. 2							X		X		X
Addendum No. 3							X		X		X
Addendum No. 4							X		X		X
Addendum No. 5							X		X		X
Bidder's Bond							X		X		X
Form 96							X		X		X
Non-Collusion Affidavit							X		X		X
Cert In Lieu/Financial Statement							X		X		X
Employee Drug Testing Program (<\$150K)							X		X		X
Ground Water Control Plan							X		X		X
Temporary Support of Excavation Plan							X		X		X
Reviewed By: <i>Kristi Buell</i> 4-3-19											

CITY OF FORT WAYNE, INDIANA

F. A. Wilhelm Construction Co., 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% ☒ (X)

(ii) Distributable income share exceeding 5% ☐

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

Name: Philip G. Kenney

Name: _____

Address: 3914 Prospect Street

Address: _____

Indpls. IN 46203

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

sole proprietorship ☐ stock ☒ (X)

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):

Name: Philip Kenney 23 %

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 ☒

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)
Including contractual employment for services in the previous 3 years:

Yes _____ No ☒

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ 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).

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

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

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

Yes _____ No _____

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

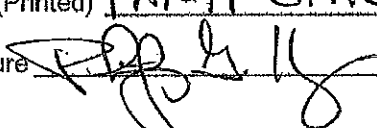
elements as the offense of bid-rigging or bid-rotating

- 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

<u>F. A. Wilhelm Construction Co., Inc.</u>	<u>3914 Prospect St., Indianapolis, IN 46203</u>
(Name of Vendor)	Address
	<u>(317) 359-5411</u>
	Telephone
	<u></u>
	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)	<u>PHILIP G. KOWNEY</u>	Title	<u>PROVIDOR</u>
Signature		Date	<u>3/26/19</u>

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 OF FORT WAYNE, INDIANA

F. A. Wilhelm Construction Co., 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.

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Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒

(ii) Distributable income share exceeding 5% ☐

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

Name: Chris Wilhelm

Name: _____

Address: 3914 Prospect Street

Address: _____

Indpls. IN 46203

- 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):

Name: Chris Wilhelm 23 %

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 ☒

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)

Including contractual employment for services in the previous 3 years:

Yes _____ No ☒

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ 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).

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

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

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

Yes _____ No ✓

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

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- 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

<u>F. A. Wilhelm Construction Co., Inc.</u>	<u>3914 Prospect St., Indianapolis, IN 46203</u>
(Name of Vendor)	Address
	<u>(317) 359-5411</u>
	Telephone
	<u></u>
	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) <u>Chris Wilhelm</u>	Title <u>Vice President</u>
Signature <u>Chris Wilhelm</u>	Date <u>3/26/19</u>

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CITY OF FORT WAYNE, INDIANA

F. A. Wilhelm Construction Co., Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
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Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒

(ii) Distributable income share exceeding 5% ☐

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

Name: Michael Kern

Name: _____

Address: 3914 Prospect Street

Address: _____

Indpls. IN 46203

- 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: Michael Kern 13 %

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, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)
Including contractual employment for services in the previous 3 years:

Yes _____ No ~~X~~

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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).

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

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

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

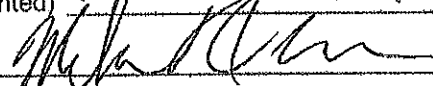
elements as the offense of bid-rigging or bid-rotating

- 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

<u>F. A. Wilhelm Construction Co., Inc.</u>	<u>3914 Prospect St., Indianapolis, IN 46203</u>
(Name of Vendor)	Address
	<u>(317) 359-5411</u>
	Telephone
	<u></u>
	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)	<u>Michael E. Kene</u>	Title	<u>Vice President</u>
Signature	<u></u>	Date	<u>3/27/19</u>

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

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

Resolution 76480

Work Order 76480

THIS AGREEMENT is by and between the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called Owner) and F. A. Wilhelm Construction Co., Inc. (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:

Rudisill Consolidation Sewer includes the construction of a diversion structure, screen and gate structure, relocation of various existing utilities and related appurtenances. This project is to connect Combined Sewer Outfalls 18 and 19 to the 3RPORT tunnel system at Drop Shaft 01. The Work includes, but is not limited to, the following: a 30 foot by 34 foot diversion structure, approximately 60 feet of 84 inch by 84 inch consolidation sewer, a 27 foot by 37 foot screen and gate structure, 120 inch by 120 inch flap gate replacement, existing sewer and watermain relocation, and associated site restoration.

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:

Rudisill Consolidation Sewer and Extension to Foster Park Relief Sewer Connection

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Black and Veatch Corporation, VS Engineering Inc., and DLZ Inc.. Throughout these Contract Documents, the term Engineer is used. Engineer 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 advise Contractor prior to issuance of Notice to Proceed as to who will serve as Engineer.
- 3.02 The firm of Jacobs Engineering Group, Inc., who is hereinafter called Engineer, will 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, during the construction phase.
- 3.03 The firm of Black & Veatch Corporation, VS Engineering, and DLZ Inc, who is herein called Design Engineer (also known as Designer); will consult with, advise and assist the Engineer in connection with the completion of the work in accordance with the Contract Documents, during the construction phase, per SC-GC-1.01A59.

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 **485** 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 **545** days after the date when the Contract Times commence to run.
- B. Definitions of Substantial Completion for this Work shall consist of all work within the Contract Documents is complete including but not limited to, the consolidation sewer, diversion structure, screen and gate structure, flap gate replacement, underground utility piping, site fencing, and paving and utility relocation are completed to the satisfaction of the Engineer. Final grading and seeding is the only item to be completed after the Work is accepted as Substantially Complete.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement 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 **3100** 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 **1500** 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.
- B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated. If any such money is insufficient to fully satisfy the liquidated damages to which the Owner is entitled, then Contractor shall pay to owner that portion of the liquidated damages which remain after the unpaid balance of the Contract Price has been fully applied.

4.04 Incentives

- A. The Owner shall pay the Contractor an incentive payment for early substantial completion of the Work. Owner shall pay Contractor \$2,000 per day for every day the Work is substantially complete prior to the date established, in accordance with Paragraph 4.02; up to a maximum of \$60,000.

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 as indicated in this Paragraph 5.01.B:

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 9.08 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

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

TOTAL OF ALL UNIT PRICES Five Million Nine Hundred Seventy-Seven Thousand Dollars and Zero Cents
(\$5,977,000.00)

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. Engineer will process Applications for Payment 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 45 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, 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. 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 Indiana Finance Authority (IFA) State Revolving Fund (SRF) goals stipulated in Paragraph 10.06. 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 the IFA/SRF participation requirements; subject to reduction in the event of non-compliance as provided in Paragraph 10.06.

C. Escrow Agreement.

1. 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 Engineers 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 rate 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 exploration and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous the site (except Underground Facilities), which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of means, methods, techniques, sequences, and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences, and procedures of construction, if any expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

- F. 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 correlated the information known to Contractor, information and observations obtained from visits to the Site, report and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Design Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof provided by Design Manager is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. 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 00-10, inclusive);
 - 2. Escrow Account Agreement (pages 00 54 43-1 to 00 54 43-3, inclusive);
 - 3. Drug Policy Acknowledgement Form (page 00 54 52-1);
 - 4. E-Verify Affidavit (page 00 54 53-1, inclusive);
 - 5. SRF Loan Program DBE Packet (pages 00 54 61-1 to 00 54 61-4, inclusive);
 - 6. SRF Attachment B – Davis-Bacon Act Contract Provisions (pages 00 54 65-1 to 00 54 65-8, inclusive);
 - 7. SRF Attachment C – Wage Fringe Benefit Certification Contract Provisions (page 00 54 66-1);
 - 8. SRF Attachment E – Suspension and Debarment Contract Provisions (page 00 54 68-1);
 - 9. SRF Attachment I – AIS Contract Provisions
 - 10. SRF Attachment J – AIS Contractor Certification
 - 11. SRF EPA Form OEE-1 (page 00 54 72-1);
 - 12. SRF EPA Form OEE-2 (page 00 54 73-1);

13. Performance Bond Form (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive);
14. Payment Bond Form(pages 00 61 13.16-1 to 00 61 13.16-2, inclusive);
15. Federal Wage Rate Requirements (see Appendix);
16. General Conditions (pages 00 72 00-1 to 00 72 00-41, inclusive);
17. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-23, inclusive);
18. Miscellaneous Work Items (pages 01 11 21-1 to 01 11 21-5);
19. Specifications as listed in the Table of Contents of the Project Manual
20. Drawings (SY-20999) consisting of sheets 1 – 46, inclusive, with each sheet bearing the following general title: Rudisill Consolidation Sewer and Extension to Foster Park Relief Sewer Connection
21. Addenda (numbers 1 to 5, inclusive);
22. Attachments to this Agreement (enumerated as follows);
 - a. Contractor's Bid Schedule (page 00 41 00-3 to 00 41 00-9);
 - b. Documentation submitted by Contractor prior to Notice of Award;
23. 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;
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. 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.

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 anything 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 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 M.B.E./W.B.E. Participation

- A. **Indiana State Revolving Fund Loan Program** – This project is being financed in whole or in part by the Indiana State Revolving Fund Loan Programs. The Contractor is required to comply with all federal and state laws, rules, regulations, and contract provisions included in Indiana Finance Authority (IFA) State Revolving Fund (SRF) documents per Article 9 of this agreement

(IFA SRF requirements and forms are available on the IFA SRF website.)

- B. **Request for Waiver** – If, at the time final payment application is made, Contractor has not attained the IFA/SRF 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 goal.
- C. **Determination of Waiver Requests** – The Vendor 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.

- D. **Waiver Approved** – In the event the Board of Public Works determines that a good faith effort to comply with the IFA/SRF participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

10.07 Other Provisions

- A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 76480). 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:

**F. A. WILHELM CONSTRUCTION
CO., INC.**

BY: _____
(Name)

TITLE: _____

DATE: _____
(Date signed by Contractor)

Address for giving notices:

OWNER:

CITY OF FORT WAYNE

BY: _____
THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: _____
SHAN GUNAWARDENA, CHAIR

BY: _____
KUMAR MENON, MEMBER

BY: _____
MIKE AVILA, MEMBER

ATTEST: _____
MICHELLE FULK-VONDRAN, CLERK

DATE: _____
(Date signed by Board)

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF _____)
SS:)
COUNTY OF _____)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, _____, personally appeared the within named _____ who under penalty of perjury says that he is the _____ of _____ 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.

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ **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, Shan Gunawardena, Mike Avila, Kumar Menon and Michelle Fulk-Vondran, 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

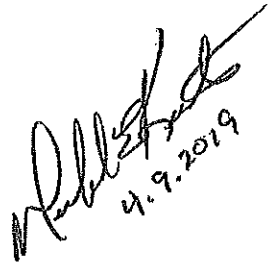
Printed Name of Notary

My Commission Expires:

Resident of _____ **County**

Interoffice Memo

Date: April 9, 2019
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Rudisill Consolidation Sewer and Extension to Foster Park Relief Sewer Connection
Res. / W.O. # 76480



Council District # 5

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Rudisill Consolidation Sewer and Extension to Foster Park Relief Sewer Connection as follows: Rudisill Consolidation Sewer includes the construction of a diversion structure, screen and gate structure, relocation of various existing utilities and related appurtenances. This project is to connect Combined Sewer Outfalls 18 and 19 to the 3RPORT tunnel system at Drop Shaft 01. The Work includes, but is not limited to, the following: a 30 foot by 34 foot diversion structure, approximately 60 feet of 84 inch by 84 inch consolidation sewer, a 27 foot by 37 foot screen and gate structure, 120 inch by 120 inch flap gate replacement, existing sewer and watermain relocation, and associated site restoration.

Implications of not being approved: This project is one part of compliance with the Consent Decree to reduce combined sewer overflow to the St Mary's River. If not constructed, Combined Sewer Overflows will continue to discharge to the St. Mary's River, thus violating our Consent Decree and commitment to reducing overflows to the rivers.

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

This project was advertised to contractors on 2/15/2019 and 2/22/2019.

The contract for Resolution #76480 awarded to F. A. Wilhelm Construction Co., Inc. for \$5,977,000.00 was the lowest most responsive bidder of three bidders and 4.29% above the Engineer's estimate of \$5,731,000.00. The second lowest bidder was \$1,133,530.70 above F. A. Wilhelm Construction Co., Inc. bid.

The cost of said project funded by State Revolving Fund.

Council Introduction Date: 4/23/2019

CC: Matthew Wirtz
Diane Brown
File