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2 **BILL NO. S-19-06-22**

SPECIAL ORDINANCE NO. S-\_\_\_\_\_

3 AN ORDINANCE approving GOSHEN AVENUE  
4 RECONSTRUCTION - RESOLUTION #0034A -  
5 \$5,286,272.15 between PRIMCO INC. and the City of  
6 Fort Wayne, Indiana, in connection with the Board of  
Public Works.

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

9 **SECTION 1.** That the GOSHEN AVENUE RECONSTRUCTION -  
10 RESOLUTION #0034A - \$5,286,272.15 by and between PRIMCO INC. and the  
11 City of Fort Wayne, Indiana, in connection with the Board of Public Works, is  
12 hereby ratified, and affirmed and approved in all respects, respectfully for:  
13

14 All labor, insurance, material, equipment, tools, power,  
15 transportation, miscellaneous equipment, etc., necessary for  
16 improvements to Goshen Avenue from West State Blvd. to  
17 Cambridge Blvd. by adding new curbs, sidewalks, drive  
18 approaches, ADA ramps, storm sewers and a roundabout at the  
19 intersection of Goshen Ave. and Sherman Blvd. The project will  
also include milling of the existing asphalt surface and a new  
overlay of asphalt. Following the installation of the new  
infrastructure the project will include restoration of all areas  
disturbed with new topsoil and grass;

20  
21 involving a total cost of FIVE MILLION TWO HUNDRED EIGHTY-SIX THOUSAND  
22 TWO HUNDRED SEVENTY-TWO AND 15/100 DOLLARS - (\$5,286,272.15). A  
23 copy of said Contract is on file with the Office of the City Clerk and made available  
24 for public inspection, according to law.  
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**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.

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Council Member

APPROVED AS TO FORM AND LEGALITY

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Carol Helton, City Attorney

# COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

## Goshen Avenue Reconstruction

### RFPs & BIDS

Bid/RFP #	0034A
Awarded To	Primco
Amount	\$5,286,272.15
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	13
Number of Bidders	2
Required Attachments	Bid Tabulation, Award, Proposed Contract, Vendor Compliance Form,

### EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	N/A

### SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	N/A
Sole Source/ Compatibility Justification	

### BID CRITERIA (Take Buy Indiana requirements into consideration.)

Most Responsible, Responsive Lowest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	N/A

# COUNCIL DIGEST SHEET

## COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
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## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; describe project, attach supporting documents as necessary.</i>	PLEASE SEE ATTACHED COMMON COUNCIL SUPPLEMENTAL

## REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

## FUNDING SOURCE

<i>Account Information.</i>	Combination of Community Crossing, MVH, and CEDIT



FW PUBLIC WORKS

# Board of Public Works

*In Your Neighborhood*

## COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

### Goshen Avenue Reconstruction

#### Action Requested:

Requesting an Ordinance approving the **Goshen Avenue Reconstruction** project pursuant to Board of Works resolution **0034A** and an award to **Primco** in the amount of **\$5,286,272.15**.

Note: Primco was the lowest most responsive bidder among 2 bidders.

#### Description and Scope of the Work:

Make improvements to Goshen Avenue from West State Blvd to Cambridge Blvd. by adding new curbs, sidewalks, drive approaches, ADA ramps, storm sewers and a roundabout at the intersection of Goshen Ave. and Sherman Blvd. The project will also include milling of the existing asphalt surface and a new overlay of asphalt. Following the installation of the new infrastructure the project will include restoration of all areas disturbed with new topsoil and grass.

Form 96  
Non-Collusion Affidavit  
Cert In Lieu/Financial Statement  
Bidder's Bond  
Street Barricade Maint Info  
EBE Declaration Form  
E-Verify Affidavit  
Addendum No. 1  
Addendum No. 2  
Addendum No. 3

best bid column

TOTAL: \$4,667,768.13

TOTAL: \$5,286,272.15

TOTAL: \$5,342,097.00

% over  
% under

13.25%  
0.00%

% over  
% under

14.45%  
0.00%

**Bid Tabulation**

Proj: Bid Date:	Goshen Ave Reconstruction	RES. NO.: 0034A W.O. NO.: 0034A				BIDDER: Prince, Inc		BIDDER: Brooks Constr.	
ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1	CONSTRUCTION ENGINEERING	1	L.S.	\$81,890.67	\$81,890.67	\$107,926.80	\$107,926.80	\$25,000.00	\$25,000.00
2	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$204,726.67	\$204,726.67	\$264,313.61	\$264,313.61	\$267,000.00	\$267,000.00
3	CLEARING OF RIGHT OF WAY	1	L.S.	\$81,890.67	\$81,890.67	\$153,429.68	\$153,429.68	\$60,000.00	\$60,000.00
4	MAINTAINING TRAFFIC	1	L.S.	\$204,726.67	\$204,726.67	\$269,309.80	\$269,309.80	\$458,688.20	\$458,688.20
5	CONCRETE SIDEWALK REMOVAL	2486	SYS	\$20.00	\$49,720.00	\$3.09	\$7,681.74	\$10.00	\$24,860.00
6	CONCRETE CURB REMOVAL	972	LFT	\$10.00	\$9,720.00	\$7.33	\$7,124.76	\$9.00	\$8,748.00
7	CONCRETE PAVEMENT REMOVAL	164	SYS	\$20.00	\$3,280.00	\$9.89	\$1,621.96	\$19.00	\$3,116.00
8	CONCRETE REMOVAL	8	SYS	\$30.00	\$240.00	\$11.06	\$88.48	\$59.00	\$472.00
9	EXCAVATION, COMMON	9472	CYS	\$30.00	\$284,160.00	\$23.45	\$222,118.40	\$43.00	\$407,296.00
10	BORROW	3257	CYS	\$25.00	\$81,425.00	\$15.00	\$48,855.00	\$29.00	\$94,453.00
11	TEMPORARY INLET PROTECTION	86	EACH	\$100.00	\$8,600.00	\$40.00	\$3,440.00	\$115.00	\$9,890.00
12	TEMPORARY MULCH	6.1	TON	\$400.00	\$2,440.00	\$500.00	\$3,050.00	\$500.00	\$3,050.00
13	TEMPORARY SEEDING	363	LB	\$2.50	\$907.50	\$0.50	\$181.50	\$0.50	\$181.50
14	TEMPORARY FERTILIZER	0.5	TON	\$725.00	\$362.50	\$100.00	\$50.00	\$100.00	\$50.00
15	TEMPORARY SILT FENCE	3251	LFT	\$2.00	\$6,502.00	\$2.00	\$6,502.00	\$2.00	\$6,502.00
16	COMPACTED AGGREGATE, NO. 53	3	TON	\$30.00	\$90.00	\$27.99	\$83.97	\$68.00	\$204.00
17	COMPACTED AGGREGATE, NO. 53 BASE	5738	TON	\$25.00	\$143,450.00	\$20.91	\$119,981.58	\$25.00	\$143,450.00
18	MILLING, ASPHALT, 1.5"	16884	SYS	\$1.50	\$25,326.00	\$1.75	\$29,547.00	\$2.30	\$38,833.20
19	HMA SURFACE, TYPE B	1819	TON	\$75.00	\$136,425.00	\$72.00	\$130,968.00	\$80.00	\$145,520.00
19A	HMA INTERMEDIATE, TYPE B	1034	TON	\$80.00	\$82,720.00	\$60.00	\$62,040.00	\$72.00	\$74,448.00
20	HMA FOR STRUCTURE INSTALLATION, TYPE B	222	TON	\$100.00	\$22,200.00	\$132.09	\$29,323.88	\$200.00	\$44,400.00
21	HMA PATCHING, TYPE B	28	TON	\$110.00	\$3,080.00	\$271.43	\$7,600.84	\$250.00	\$7,000.00
22	ASPHALT FOR TACK COAT	6.1	TON	\$350.00	\$2,135.00	\$750.00	\$4,575.00	\$650.00	\$3,965.00
23	SIDEWALK, CONCRETE, 4"	4686	SYS	\$40.00	\$187,440.00	\$55.00	\$257,730.00	\$50.00	\$234,300.00
24	CURB RAMP, CONCRETE	354	SYS	\$200.00	\$70,800.00	\$120.00	\$42,480.00	\$155.00	\$54,870.00
25	DETECTABLE WARNING SURFACES	66	SYS	\$125.00	\$8,250.00	\$120.00	\$7,920.00	\$108.00	\$7,128.00
26	CONCRETE CURB TYPE II-B	5454	LFT	\$30.00	\$163,620.00	\$29.00	\$158,166.00	\$21.00	\$114,534.00
27	CONCRETE CURB TYPE III	3991	LFT	\$30.00	\$119,730.00	\$30.00	\$119,730.00	\$24.00	\$95,784.00
28	CONCRETE CURB TYPE I-B	439	LFT	\$35.00	\$15,365.00	\$33.00	\$14,487.00	\$27.00	\$11,853.00
29	MODIFIED CONCRETE CURB	62	LFT	\$100.00	\$6,200.00	\$80.00	\$4,960.00	\$110.00	\$6,820.00
30	CENTER CURB, CONCRETE	2	SYS	\$120.00	\$240.00	\$300.00	\$600.00	\$200.00	\$400.00
31	HMA FOR APPROACHES, TYPE B	260	TON	\$125.00	\$32,500.00	\$85.00	\$22,100.00	\$130.00	\$33,800.00
32	PCCP FOR APPROACHES, 6 IN.	309	SYS	\$60.00	\$18,540.00	\$75.00	\$23,175.00	\$70.00	\$21,630.00
33	PCCP FOR APPROACHES, 8 IN.	3305	SYS	\$65.00	\$214,825.00	\$74.00	\$244,570.00	\$80.00	\$264,400.00
34	PCCP FOR TRUCK APRON, 10 IN.	322	SYS	\$100.00	\$32,200.00	\$70.00	\$22,540.00	\$65.00	\$20,930.00
35	TOPSOIL	2048	TON	\$30.00	\$61,440.00	\$38.00	\$77,824.00	\$38.00	\$77,824.00
36	HYDROSEEDING WITH STRAW OR STRAW MAT	11731	SYS	\$2.50	\$29,327.50	\$3.00	\$35,193.00	\$3.00	\$35,193.00
37	LANDSCAPING STONE	24	TON	\$25.00	\$600.00	\$130.00	\$3,120.00	\$130.00	\$3,120.00
38	MAIL BOX ASSEMBLY, SINGLE, RESET	21	EACH	\$230.00	\$4,830.00	\$225.00	\$4,725.00	\$235.00	\$4,935.00
39	LIGHT AND FOUNDATION, REMOVE	24	EACH	\$900.00	\$21,600.00	\$1,000.00	\$24,000.00	\$2,000.00	\$48,000.00
40	LIGHT FIXTURE, REMOVE	5	EACH	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
41	SERVICE POINT, I	3	EACH	\$3,500.00	\$10,500.00	\$3,200.00	\$9,600.00	\$3,200.00	\$9,600.00
42	HANDHOLE LIGHTING	6	EACH	\$900.00	\$5,400.00	\$760.00	\$4,560.00	\$760.00	\$4,560.00
43	LUMINAIRE, ORNAMENTAL, STERNBERG 1531 OMEGA, LED, 158 WATT (MAST ARM)	31	EACH	\$1,500.00	\$46,500.00	\$2,500.00	\$77,500.00	\$2,500.00	\$77,500.00
44	LUMINAIRE, ORNAMENTAL, STERNBERG, D650ASRLD, LED, 94 WATT (POST TOP)	13	EACH	\$1,500.00	\$19,500.00	\$2,525.00	\$32,825.00	\$2,525.00	\$32,825.00
45	LIGHT POLE, ORNAMENTAL, STERNBERG, 30 FT POLE, 6 FT MAST ARM	31	EACH	\$3,000.00	\$93,000.00	\$4,100.00	\$127,100.00	\$4,100.00	\$127,100.00

46	LIGHT POLE, ORNAMENTAL, STERNBERG, 16 FT POST	13	EACH	\$2,000.00	\$26,000.00	\$2,250.00	\$29,250.00	\$2,250.00	\$29,250.00
47	CONDUIT, SCHEDULE 80 PVC, 2 IN.	2867	LFT	\$15.00	\$43,005.00	\$10.00	\$28,670.00	\$10.00	\$28,670.00
48	WIRE, NO.4 COPPER, IN PLASTIC DUCT IN TRENCH, 4-1/C	9021	LFT	\$9.50	\$85,699.50	\$6.00	\$54,126.00	\$6.00	\$54,126.00
49	LIGHTING FOUNDATION, CONCRETE WITH GROUNDING, 36 IN. DIA X 96 IN.	31	EACH	\$1,200.00	\$37,200.00	\$1,000.00	\$31,000.00	\$1,000.00	\$31,000.00
50	LIGHTING FOUNDATION, CONCRETE WITH GROUNDING 24 IN. DIA X 72 IN.	13	EACH	\$1,000.00	\$13,000.00	\$800.00	\$10,400.00	\$800.00	\$10,400.00
51	CONNECTOR KIT, UNFUSED	43	EACH	\$36.00	\$1,548.00	\$50.00	\$2,150.00	\$50.00	\$2,150.00
52	CONNECTOR KIT, FUSED	43	EACH	\$39.00	\$1,677.00	\$50.00	\$2,150.00	\$50.00	\$2,150.00
53	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	140	EACH	\$20.00	\$2,800.00	\$5.00	\$700.00	\$5.00	\$700.00
54	MULTIPLE COMPRESSION FITTING, WATERPROOFED	20	EACH	\$23.00	\$460.00	\$5.00	\$100.00	\$5.00	\$100.00
55	INSULATION LINK, NON-WATERPROOFED	36	EACH	\$16.00	\$576.00	\$5.00	\$180.00	\$5.00	\$180.00
56	INSULATION LINK, WATERPROOFED	24	EACH	\$20.00	\$480.00	\$5.00	\$120.00	\$5.00	\$120.00
57	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	2648	LFT	\$1.00	\$2,648.00	\$1.00	\$2,648.00	\$1.00	\$2,648.00
58	INNER DUCT, HDPE, 1.25 IN.	2400	LFT	\$6.00	\$14,400.00	\$16.00	\$38,400.00	\$16.00	\$38,400.00
59	INNER DUCT, HDPE, 2 IN.	9200	LFT	\$7.50	\$69,000.00	\$17.00	\$156,400.00	\$17.00	\$156,400.00
60	INNER DUCT, HDPE, 4 IN.	4600	LFT	\$10.00	\$46,000.00	\$19.50	\$89,700.00	\$19.50	\$89,700.00
61	PULL BOX 24X36X36	3	EACH	\$800.00	\$2,400.00	\$350.00	\$1,050.00	\$850.00	\$2,550.00
62	SIGNAL HANDHOLE	7	EACH	\$1,000.00	\$7,000.00	\$850.00	\$5,950.00	\$850.00	\$5,950.00
63	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2	EACH	\$650.00	\$1,300.00	\$350.00	\$700.00	\$350.00	\$700.00
64	ADJUST CASTING TO GRADE	14	EACH	\$500.00	\$7,000.00	\$729.14	\$10,207.96	\$350.00	\$4,900.00
65	ADJUST VALVE TO GRADE	7	EACH	\$330.00	\$2,310.00	\$385.71	\$2,699.97	\$250.00	\$1,750.00
66	FURNISH CASTING AND ADJUST TO GRADE	1	EACH	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00
67	SIGN, SHEET, WITH LEGEND, 0.080 IN	275	SFT	\$25.00	\$6,875.00	\$9.75	\$2,681.25	\$9.75	\$2,681.25
68	SIGN, SHEET, WITH LEGEND, 0.100 IN	298	SFT	\$25.00	\$7,450.00	\$12.00	\$3,576.00	\$12.00	\$3,576.00
69	SIGN POST, SQ TYPE 1, UNREINFORCED ANCHOR BASE	745	LFT	\$15.00	\$11,175.00	\$9.00	\$6,705.00	\$9.00	\$6,705.00
70	LINE, EPOXY, SOLID, YELLOW, 4"	6651	LFT	\$0.50	\$3,325.50	\$0.35	\$2,327.85	\$0.43	\$2,859.93
71	LINE, EPOXY, SOLID, WHITE, 4"	292	LFT	\$0.50	\$146.00	\$0.35	\$102.20	\$0.99	\$289.08
72	LINE, EPOXY, BROKEN, YELLOW, 4"	1246	LFT	\$0.50	\$623.00	\$0.45	\$558.70	\$0.56	\$697.76
73	LINE, EPOXY, BROKEN, WHITE, 4"	51	LFT	\$0.50	\$25.50	\$0.45	\$22.95	\$3.00	\$153.00
74	LINE, EPOXY, SOLID, YELLOW, 8"	2090	LFT	\$1.50	\$3,135.00	\$0.70	\$1,463.00	\$0.85	\$1,797.40
75	PAVEMENT MESSAGE MARKING, EPOXY, LANE INDICATION ARROW	21	EACH	\$115.00	\$2,415.00	\$152.00	\$3,192.00	\$165.00	\$3,465.00
76	TRANSVERSE MARKING, EPOXY, CROSSHATCH LINE, YELLOW, 12"	1080	LFT	\$3.50	\$3,780.00	\$5.25	\$5,670.00	\$3.79	\$4,093.20
77	TRANSVERSE MARKING, EPOXY, STOP LINE, WHITE, 24"	111	LFT	\$6.00	\$666.00	\$12.25	\$1,359.75	\$7.25	\$804.75
78	TRANSVERSE MARKING, EPOXY, CROSSWALK LINE, WHITE, 24"	785	LFT	\$12.00	\$9,420.00	\$11.75	\$9,223.75	\$6.90	\$5,416.50
79	TRANSVERSE MARKING, EPOXY, YIELD LINE, WHITE, 24"	112	LFT	\$15.00	\$1,680.00	\$51.00	\$5,712.00	\$9.26	\$1,036.00
80	6" HDPE PRESSURE UTILITY PIPING	1287	LFT	\$45.00	\$57,815.00	\$67.91	\$87,400.17	\$55.00	\$70,785.00
81	8" HDPE PRESSURE UTILITY PIPING	84	LFT	\$60.00	\$5,040.00	\$97.21	\$8,165.64	\$92.00	\$7,728.00
82	12" HDPE PRESSURE UTILITY PIPING	975	LFT	\$70.00	\$68,250.00	\$104.90	\$102,277.50	\$63.00	\$61,425.00
83	HDPE FITTINGS	1	L.S.	\$25,000.00	\$25,000.00	\$68,489.00	\$68,489.00	\$25,500.00	\$25,500.00
84	WATER MAIN CONNECTION (12" TAPPING SLEEVE AND VALVE)	3	EACH	\$7,500.00	\$22,500.00	\$2,000.00	\$6,000.00	\$1,200.00	\$3,600.00
85	WATER MAIN CONNECTION (CONNECT TO EXISTING VALVE OR WATER MAIN "CUT IN FITTINGS")	11	EACH	\$3,000.00	\$33,000.00	\$1,993.73	\$21,931.03	\$1,500.00	\$16,500.00
86	TEST RISER (TEMPORARY)	10	EACH	\$550.00	\$5,500.00	\$1,000.00	\$10,000.00	\$700.00	\$7,000.00
87	REMOVAL OF HYDRANTS	3	EACH	\$1,000.00	\$3,000.00	\$600.00	\$1,800.00	\$950.00	\$2,550.00
88	REMOVAL OF VALVE BOXES	11	EACH	\$500.00	\$5,500.00	\$300.00	\$3,300.00	\$350.00	\$3,850.00
89	CUT AND PLUG (6" PIPE ABANDONMENT)	8	EACH	\$750.00	\$6,000.00	\$1,061.00	\$8,488.00	\$850.00	\$6,800.00
90	CUT AND PLUG (8" PIPE ABANDONMENT)	1	EACH	\$750.00	\$750.00	\$1,083.95	\$1,083.95	\$1,100.00	\$1,100.00
91	CUT AND PLUG (12" PIPE ABANDONMENT)	7	EACH	\$1,000.00	\$7,000.00	\$1,339.15	\$9,374.05	\$1,200.00	\$8,400.00
92	CUT AND PLUG (16" PIPE ABANDONMENT)	1	EACH	\$1,500.00	\$1,500.00	\$1,769.10	\$1,769.10	\$1,600.00	\$1,600.00
93	WATER SERVICE REPLACEMENT SHORT SIDE	1	EACH	\$1,500.00	\$1,500.00	\$1,599.40	\$1,599.40	\$1,800.00	\$1,800.00
94	WATER SERVICE REPLACEMENT LONG SIDE	5	EACH	\$2,500.00	\$12,500.00	\$2,122.67	\$10,613.35	\$2,500.00	\$12,500.00
95	2-INCH AND LARGER WATER SERVICE	1	EACH	\$3,000.00	\$3,000.00	\$4,290.85	\$4,290.85	\$2,600.00	\$2,600.00
96	FIRE HYDRANT ASSEMBLY-ALL TYPES	3	EACH	\$6,000.00	\$18,000.00	\$5,029.22	\$15,087.66	\$7,100.00	\$21,300.00
97	6-INCH RESILIENT SEAT GATE VALVE AND BOX	8	EACH	\$2,000.00	\$16,000.00	\$2,036.25	\$16,290.00	\$3,959.00	\$31,672.00
98	8-INCH RESILIENT SEAT GATE VALVE AND BOX	1	EACH	\$3,000.00	\$3,000.00	\$2,484.00	\$2,484.00	\$4,250.00	\$4,250.00
99	12-INCH RESILIENT SEAT GATE VALVE AND BOX	3	EACH	\$5,000.00	\$15,000.00	\$4,099.25	\$12,297.75	\$5,800.00	\$17,400.00
100	6-INCH RESILIENT SEAT GATE VALVE AND BOX, CUT-IN	1	EACH	\$5,000.00	\$5,000.00	\$15,563.75	\$15,563.75	\$3,960.00	\$3,960.00
101	HMA TEMPORARY PAVEMENT, C	193	TON	\$82.00	\$16,826.00	\$160.09	\$30,897.37	\$225.00	\$43,425.00
102	CONSTRUCTION SIGN, A	33	EACH	\$145.00	\$4,785.00	\$361.00	\$11,913.00	\$608.00	\$20,064.00

103	CONSTRUCTION SIGN, B	43	EACH	\$74.00	\$3,182.00	\$134.00	\$5,762.00	\$84.00	\$3,612.00
104	ROAD CLOSURE SIGN ASSEMBLY	11	EACH	\$289.00	\$3,179.00	\$777.00	\$8,547.00	\$1,083.00	\$11,913.00
105	DETOUR ROUTE MARKER ASSEMBLY	24	EACH	\$104.00	\$2,496.00	\$292.00	\$7,008.00	\$251.00	\$6,024.00
106	BARRICADE, III-B	248	LFT	\$16.00	\$3,968.00	\$40.00	\$9,920.00	\$28.50	\$6,572.00
107	LINE, REMOVE	50458	LFT	\$1.00	\$50,458.00	\$0.45	\$22,706.10	\$0.40	\$20,183.20
108	CONTROLLER RESET TIMING	3	EACH	\$300.00	\$900.00	\$600.00	\$1,500.00	\$500.00	\$1,500.00
109	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	22763	LFT	\$1.00	\$22,763.00	\$1.10	\$25,039.30	\$0.83	\$18,893.29
110	TEMPORARY TRANSVERSE PAVEMENT MARKING, REMOVABLE, 24 IN.	154	LFT	\$4.00	\$616.00	\$6.00	\$924.00	\$6.25	\$962.50
111	CONCRETE BARRIER	310	LFT	\$70.00	\$21,700.00	\$50.00	\$15,500.00	\$35.00	\$10,850.00
112	TEMPORARY TRAFFIC SIGNAL	1	LS	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
113	SPECIAL BACKFILL, COMPACTED AGGREGATE	2026	CYS	\$20.00	\$40,520.00	\$34.48	\$69,856.48	\$47.00	\$95,222.00
114	FLOWABLE FILL FOR PIPE ABANDONMENT	11	CYS	\$500.00	\$5,500.00	\$215.00	\$2,365.00	\$900.00	\$6,600.00
115	CLASS 1 RIVER ROCK	24	TON	\$100.00	\$2,400.00	\$350.00	\$8,400.00	\$81.00	\$1,464.00
116	RIVER ROCK, REVETMENT	32	SYS	\$75.00	\$2,400.00	\$110.00	\$3,520.00	\$43.00	\$1,378.00
117	DRAINAGE STRUCTURE MODIFICATIONS	1	LS	\$5,000.00	\$5,000.00	\$700.00	\$700.00	\$10,600.00	\$10,600.00
118	REMOVE EXISTING STRUCTURE	12	EACH	\$300.00	\$3,600.00	\$500.00	\$6,000.00	\$961.00	\$11,532.00
119	PIPE, REMOVE	400	LFT	\$15.00	\$6,000.00	\$10.00	\$4,000.00	\$22.00	\$8,800.00
120	EROSION CONTROL BLANKET	935	SYS	\$2.00	\$1,870.00	\$3.50	\$3,272.50	\$3.50	\$3,272.50
121	AGGREGATE, NO. 8	978	TON	\$17.50	\$17,115.00	\$24.03	\$23,501.34	\$20.00	\$19,560.00
122	AGGREGATE, NO. 11	126	TON	\$17.50	\$2,205.00	\$29.90	\$3,767.40	\$25.00	\$3,150.00
123	NON-WOVEN GEOTEXTILE FABRIC	167	SYS	\$3.00	\$501.00	\$5.11	\$853.37	\$5.00	\$835.00
124	ENGINEERED SOIL	452	CYS	\$85.00	\$38,420.00	\$58.00	\$26,216.00	\$58.00	\$26,216.00
125	BIOSWALE PLANTINGS	1	LS	\$12,500.00	\$12,500.00	\$9,320.00	\$9,320.00	\$9,320.00	\$9,320.00
126	PIPE, 12-IN HDPE	4113	LFT	\$42.00	\$172,746.00	\$85.79	\$352,854.27	\$55.00	\$228,215.00
127	PIPE, 15-IN HDPE	685	LFT	\$45.00	\$29,925.00	\$87.99	\$58,513.35	\$59.00	\$39,235.00
128	PIPE, 18-IN HDPE	102	LFT	\$46.00	\$4,692.00	\$120.62	\$12,303.24	\$66.00	\$6,732.00
129	PIPE, 24-IN HDPE	156	LFT	\$65.00	\$10,140.00	\$110.83	\$17,289.48	\$78.00	\$12,168.00
130	PIPE, 48-IN HDPE	252	LFT	\$120.00	\$30,240.00	\$208.48	\$52,536.96	\$114.00	\$28,728.00
131	PIPE, 60-IN HDPE	630	LFT	\$200.00	\$126,000.00	\$250.15	\$157,594.50	\$140.00	\$88,200.00
132	PIPE, 12-IN PERFORATED HDPE	701	LFT	\$40.00	\$28,040.00	\$60.83	\$42,641.83	\$56.00	\$39,266.00
133	NYLOPLAST 24 IN BASIN	13	EACH	\$2,400.00	\$31,200.00	\$1,305.00	\$16,965.00	\$1,800.00	\$23,400.00
134	2 FT X 3 FT CURB INLET	51	EACH	\$2,200.00	\$112,200.00	\$1,178.00	\$60,078.00	\$1,475.00	\$75,225.00
135	ROUND INLET, 30 IN	1	EACH	\$2,000.00	\$2,000.00	\$892.00	\$892.00	\$1,250.00	\$1,250.00
136	CURB AND GUTTER TURNOUT, COMBINED	8	EACH	\$700.00	\$5,600.00	\$790.00	\$6,320.00	\$400.00	\$3,200.00
137	MANHOLE, 48 IN	17	EACH	\$3,100.00	\$52,700.00	\$1,858.24	\$31,590.08	\$2,150.00	\$36,550.00
138	MANHOLE, 60 IN	3	EACH	\$4,300.00	\$12,900.00	\$4,394.00	\$13,182.00	\$3,300.00	\$9,900.00
139	MANHOLE, 72 IN	2	EACH	\$5,000.00	\$10,000.00	\$5,634.60	\$11,269.20	\$4,000.00	\$8,000.00
140	MANHOLE, INDOT TYPE E	1	EACH	\$6,000.00	\$6,000.00	\$14,183.00	\$14,183.00	\$19,260.00	\$19,250.00
141	HEADWALL AND 24 IN FLAP GATE	1	LS	\$18,000.00	\$18,000.00	\$39,267.70	\$39,267.70	\$29,565.00	\$29,565.00
142	MANHOLE, 72 IN WITH WEIR AND STOP GATE	2	EACH	\$6,000.00	\$12,000.00	\$16,735.00	\$31,470.00	\$17,000.00	\$34,000.00
143	MANHOLE, INDOT TYPE E WITH WEIR AND STOP GATE	2	EACH	\$7,900.00	\$14,000.00	\$25,923.00	\$51,846.00	\$29,500.00	\$59,000.00
144	24 IN SOLID STORM CASTING	13	EACH	\$500.00	\$6,500.00	\$442.00	\$5,746.00	\$786.00	\$10,218.00
145	24 IN BEEHIVE CASTING	5	EACH	\$500.00	\$2,500.00	\$442.00	\$2,210.00	\$738.00	\$3,690.00
146	2 FT X 3 FT CURB AND GUTTER CASTING	51	EACH	\$500.00	\$25,500.00	\$685.00	\$34,935.00	\$920.00	\$46,920.00
147	33 IN ROUND CURB AND GUTTER METAL CASTING	6	EACH	\$500.00	\$3,000.00	\$634.00	\$3,804.00	\$875.00	\$5,250.00
148	3 FT X 3 FT ACCESS HATCH	4	EACH	\$1,000.00	\$4,000.00	\$1,995.00	\$7,980.00	\$2,500.00	\$10,000.00
149	CONSTRUCTION ALLOWANCE	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
150	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
151	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	EACH	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
152	HANDHOLE, SIGNAL, TYPE 1	2	EACH	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
153	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	4	EACH	\$650.00	\$2,600.00	\$395.00	\$1,580.00	\$395.00	\$1,580.00
154	SIGNAL PEDESTAL FOUNDATION, A	4	EACH	\$700.00	\$2,800.00	\$675.00	\$2,700.00	\$675.00	\$2,700.00
155	CONDUIT, STEEL, GALVANIZED, 2 IN.	269	LFT	\$15.00	\$4,035.00	\$15.00	\$4,035.00	\$15.00	\$4,035.00
156	LOOP DETECTOR DELAY COUNTING AMPLIFIER, 2 CHANNEL	3	EACH	\$375.00	\$1,125.00	\$315.00	\$945.00	\$315.00	\$945.00
157	PEDESTRIAN PUSH BUTTON, APS	4	EACH	\$1,000.00	\$4,000.00	\$1,475.00	\$5,900.00	\$1,475.00	\$5,900.00
158	CONTROLLER AND CABINET, SECONDARY, MENU DRIVE, 8 PHASE	1	EACH	\$20,000.00	\$20,000.00	\$17,135.00	\$17,135.00	\$17,135.00	\$17,135.00
159	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN	1	EACH	\$700.00	\$700.00	\$575.00	\$575.00	\$575.00	\$575.00



160	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN	1	EACH	\$950.00	\$950.00	\$650.00	\$650.00	\$650.00	\$650.00
161	TRAFFIC SIGNAL HEAD, 5 SECTION, 12 IN	1	EACH	\$1,150.00	\$1,150.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
162	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	1340	LFT	\$0.50	\$670.00	\$0.55	\$737.00	\$0.55	\$737.00
163	SIGNAL CABLE, CONTROL, COPPER 3C 14GA	574	LFT	\$1.60	\$918.40	\$1.20	\$688.80	\$1.20	\$688.80
164	SIGNAL CABLE, CONTROL, COPPER 5C 14GA	638	LFT	\$1.85	\$1,180.30	\$1.90	\$1,212.20	\$1.90	\$1,212.20
165	SIGNAL CABLE, CONTROL, COPPER 6C 14GA	93	LFT	\$2.00	\$186.00	\$1.98	\$184.14	\$1.98	\$184.14
166	SIGNAL CABLE, CONTROL, COPPER 7C 14GA	287	LFT	\$2.50	\$717.50	\$2.00	\$574.00	\$2.00	\$574.00
167	SIGNAL CABLE, CONTROL, COPPER 12C 14GA	1033	LFT	\$1.25	\$1,291.25	\$1.20	\$1,239.60	\$1.20	\$1,239.60
168	SIGNAL CABLE, DETECTOR LEAD-IN COPPER 2C/16GA	6	EACH	\$750.00	\$3,750.00	\$675.00	\$3,375.00	\$675.00	\$3,375.00
169	SIGNAL DETECTOR HOUSING	381	LFT	\$8.00	\$3,048.00	\$10.00	\$3,810.00	\$10.00	\$3,810.00
170	SAW CUT FOR ROADWAY LOOP AND SEALANT	4	EACH	\$750.00	\$3,000.00	\$925.00	\$3,700.00	\$925.00	\$3,700.00
171	SIGNAL POLE, PEDESTAL, 10 FT.	819	TON	\$40.00	\$32,760.00	\$17.74	\$14,529.06	\$34.00	\$27,846.00



## Notice of Award

6/11/2019

Project: Goshen Avenue Reconstruction

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0034A

Bidder: Primco, Inc.

Bidder's Address: PO Box 9782

Fort Wayne, IN 46899

You are notified that your Bid dated 6/4/2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Goshen Avenue Reconstruction

That it is deemed necessary to improve Goshen Avenue from State Street to Cambridge Blvd. by adding new curbs, sidewalks, drive approaches, ADA ramps, storm sewers and a roundabout at the intersection of Goshen Ave. and Sherman Blvd. The project will also include milling of the existing asphalt surface and a new overlay of asphalt. Following the installation of the new infrastructure the project will include restoration of all areas disturbed with new topsoil and grass.

The Contract Price of your Contract is \$5,286,272.15.

1 copy of the proposed Construction Contract (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the Contract security [Bonds] as specified in the Instructions to Bidders.
  - a. Performance Bond
  - b. Payment Bond
  - c. Certificates of Insurance
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document, pursuant to Article 19 of the Instructions to Bidders.
4. Deliver executed Drug Policy Acknowledgement Form. (For projects over \$150,000.00 a copy of your drug testing program is required.)
5. Deliver executed E-Verify Affidavit.



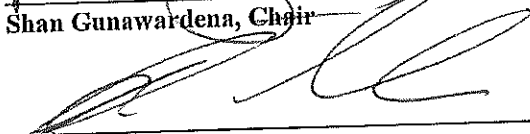
## Notice of Award


Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Contractor will be allowed an additional 11 calendar days to submit Bonds.

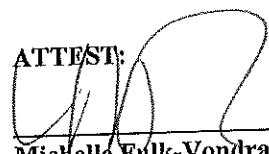
Within thirty days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

**CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS**

  
Shan Gunawardena, Chair

  
Kumar Menon, Member

  
Mike Avila, Member

ATTEST:  
  
Michelle Fulk-Vondran, Clerk

Date: 10-11-19

cc: Project Manager

## **CONSTRUCTION CONTRACT**

**Resolution No. / Work Order 0034A**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between PRIMCO, INC. herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the MAYOR and the Board of Public Works ("Board"), herein called OWNER;

**WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:**

### **ARTICLE 1: SCOPE OF WORK**

CONTRACTOR shall furnish all labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following: **0034A, GOSHEN AVENUE RECONSTRUCTION**

All according to all provisions of RESOLUTION NO. 0034A, and do everything required by this contract and the other documents constituting a part hereof.

### **ARTICLE 2: THE CONTRACT SUM**

The OWNER shall pay CONTRACTOR for the performance of the contract the amount of \$5,286,272.15. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

### **ARTICLE 3: PROGRESS PAYMENTS AND RETAINAGE**

The CONTRACTOR may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the Contract. If the CONTRACTOR is in compliance with the provisions of the contract, the Board will make payments for such work performed and completed. However, in any such case, the Board will retain five percent (5%) of the total amount owing to insure CONTRACTOR'S compliance with the E.B.E. provisions in Article 17 attached to this contract. Payments to the CONTRACTOR are not to exceed 5% of the total Contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board escrow agreement. However, payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. goals stipulated in Article 17 attached hereto, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the aforementioned Article 17.

### **ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due at the time the work is fully completed and accepted and the contract, including the E.B.E. provisions in Article 17 attached hereto, is fully performed. Payments to the CONTRACTOR are not to exceed 95% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board will direct the Engineering Department of the OWNER to promptly make such inspection, and will direct the City's Office of Vendor Compliance Department of the OWNER to make a final recommendation on whether the CONTRACTOR made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board. Likewise, when the Vendor Compliance Department determines that the CONTRACTOR'S efforts constitute good faith efforts to attain the E.B.E. goal as agreed in Article 17 and that all required Vendor Compliance reports have been submitted, it shall so inform the Board of Public Works through an E.B.E. Compliance Final Report.

Upon receiving both the Engineering Department's and the Vendor Compliance Department's recommendations, the Board shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and further stating that the aforementioned E.B.E. goal in Article 17 has been met. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required Vendor Compliance reports for this project have been submitted.

In the event that the Board determines that good faith compliance with the E.B.E. goals and provisions in Article 17 has not occurred, appropriate reduction in the final payment will be made, pursuant to paragraph 6 of the aforementioned Article 17 attached hereto. Said amount shall be added to the City E.B.E. Bond Guarantee Fund and the CONTRACTOR agrees to accept the reduced amount as full payment under the terms of his/her contract.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board escrow agreement. However, payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. goals in Article 17, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the aforementioned Article 17 attached hereto.

#### **ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The CONTRACTOR will furnish upon request a certificate from the Worker's Compensation Board of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne. No work contemplated by this Contract shall commence prior to Owner receiving a certificate of insurance verifying the coverage provided herein.

Any judgment rendered against the City in any suits for damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Worker's Compensation Board of Indiana rendered against the City in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

## **ARTICLE 6: NONDISCRIMINATION OF LABOR**

The CONTRACTOR further agrees to 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. The successful bidder shall file a Manpower Utilization Report for this project with the Office of Compliance within ten (10) days after completion of construction or upon request of the Office of Compliance.

## **ARTICLE 7: [Reserved]**

## **ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Notice to Contractors for Resolution 0034A.
- b. Instructions to Bidders for Resolution 0034A.
- c. Contractor's Proposal dated 6/4/2019.
- d. Fort Wayne Engineering Department Drawing Number ST-0034A.
- e. Supplemental Specifications for Resolution 0034A.
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, Chapter 93.036, Code of City.
- h. [Reserved]
- i. Performance and Guaranty Bond, if required.
- j. Labor and Material Payment Bond, if required.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.
- n. Article 17: Emerging Business Enterprise
- o. Vendor Compliance Reports.
- p. Vendor Disclosure Form.
- q. E-Verify Affidavit.
- r. Drug Policy Acknowledgement Form (Contract less than \$150,000) or Written Drug Testing Plan (Contract \$150,000 or more)
- s. Completion Affidavit

## **ARTICLE 9: GUARANTEE OF WORKMANSHIP**

At the time of execution of this contract, if required by the terms of the Notice to Contractors, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of TWO (2) YEARS following written acceptance of the work by the OWNER. "The requirement of a Performance/Payment and Guaranty Bond shall be waived for EMERGENCY projects under TEN THOUSAND DOLLARS (\$10,000)."

## **ARTICLE 10: INDEMNITY**

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an

insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Indiana law.

#### **ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Chairman of Board of Public Works of the OWNER, and his/her decision shall be final and conclusive upon the parties. Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board.

#### **ARTICLE 12: COMPLETION DATE**

The CONTRACTOR agrees to complete the work specified in the contract within/by the substantial completion date of 8/28/2020 and the final completion date of 10/23/2020 after having been ordered by the OWNER to commence work under this contract.

#### **ARTICLE 13: COUNCILMANIC APPROVAL**

This Contract, although executed on behalf of the OWNER by the MAYOR and Board of Public Works of the City shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the contract within ninety (90) days after the date of the bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

#### **ARTICLE 14: CITY OF FORT WAYNE ALCOHOL AND DRUG POLICY**

The City of Fort Wayne has in place an Alcohol and Drug Policy that also applies to any Contractors doing business with the City when the Contract is less than \$150,000. A copy of this policy is available for inspection in the office of Risk Management, 200 East Berry Street, Suite 470 or on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/finance/purchasing/drugpolicy.htm>. The successful bidder will be furnished a copy of said policy and, as a condition of being awarded any contract, the successful bidder shall execute an acknowledgment of receipt of said policy and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the Risk Management Department of the City of Fort Wayne.

Pursuant to IC 36-1-12-24, when the contract is at least \$150,000, the CONTRACTOR shall implement the employee drug testing program submitted as part of its Bid. Owner may cancel this Contract if it determines that the CONTRACTOR:

- A: Has failed to implement its employee drug testing program during the term of this Contract;
- B: Has failed to provide information regarding implementation of the Contractor's employee drug testing program at the request of Owner; or
- C. Has provided to the OWNER false information regarding the CONTRACTOR'S employee drug testing program.

## **ARTICLE 15: EMPLOYMENT ELIGIBILITY VERIFICATION**

Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify work eligibility status of all hired employees through the Program if the Program no longer exists.

CONTRACTOR and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) day period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

CONTRACTOR shall, prior to performing any work, require each subcontractor to certify to CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CONTRACTOR determines that a subcontractor is in violation of this section, CONTRACTOR may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the subcontractor.

In addition, prior to commencing performance of the Contract, each Contractor and Subcontractor(s) shall submit to Owner the E-Verify case verification number for each individual required to be verified under IC 22-5-1.7. An individual may not commence performance of the Contract if the individual's final case result is "Final Nonconfirmation." If OWNER suspects violations of this requirement, OWNER is required to refer the matter to the Indiana Department of Labor.

## **ARTICLE 16:**

This contract shall be governed in accordance with the laws of the state of Indiana. The venue for disputes hereunder shall be exclusive to local and federal courts of Allen County, Indiana.

## **ARTICLE 17: EMERGING BUSINESS ENTERPRISE**

THIS CONTRACT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as OWNER and PRIMCO, INC., hereinafter referred to as CONTRACTOR,

### **WITNESSETH:**

**WHEREAS**, the CONTRACTOR is the apparent low bidder on construction project commonly referred to as the 0034A, GOSHEN AVENUE RECONSTRUCTION, which project was bid under Resolution Number 0034A; and



**WHEREAS**, CONTRACTOR agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as E.B.E.'s as subcontractors on this project is 10% of the contract amount; and

**WHEREAS**, OWNER has, pursuant to Executive Order 90-01 (as amended 05-08-06), adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order (as amended 05-08-06); and

**WHEREAS**, said Executive Order (as amended 05-08-06) states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded.

In the event a contractor is unable to subcontract 10% of the contract amount or secure services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the efforts taken to comply with the participation goals."

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. **Conditional Award** - Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Article is attached, OWNER awards the construction contract to the CONTRACTOR.
2. **E.B.E. Retainage requirements** - If the CONTRACTOR is in compliance with the provisions of the construction contract to which this Article is attached, the OWNER will make payments for such work performed and completed. However, in any such case, the OWNER will retain five percent (5%) of the total amount owing to insure compliance with this Article. Upon final inspection and acceptance of the work, and determination by the Board that the CONTRACTOR has made a good faith effort to subcontract 10% of the contract amount to emerging business enterprises, the contractor will be paid in full.

In the event there is a determination that good faith compliance with this Article has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this Article will be made.

If the contract is in excess of \$100,000, 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 amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this Article.

Payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with this Article, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this Article

3. **Request for Waiver** - If, at the time final payment application is made, contractor has not attained the ten 10% E.B.E. 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 10% E.B.E. goal.

4. **Determination of Waiver Requests** – The City's Office of Vendor Compliance Department 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.
5. **Good Faith Per Se.** - In any case, a CONTRACTOR shall be deemed to have made good faith efforts at compliance where E.B.E.'s have subcontracted for every sub-contract for which there are qualified E.B.E.'s available.
6. **Consequence of noncompliance** - In the event the Board approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 10% and the percentage level met. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and CONTRACTOR agrees to accept the reduced amount as full payment under the terms of his/her contract.
7. **Waiver approved** - In the event the Board determines that a good faith effort to comply with this Article has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

#### **ARTICLE 18: PREMATURE WORK COMMENCEMENT**

CONTRACTOR shall not commence any work or operation as described in these Project Specifications and/or Project Bid items, in part or whole, prior to the Notice-to-Proceed. Work performed prior to the date of the Notice to Proceed shall be considered work outside of the scope of the contract for purposes of payment. CONTRACTOR agrees that any work or operation, as described in the Project Specifications and/or Project Bid Items, in part or whole, prior to the Notice to Proceed shall be deducted from the project Bid Quantities and Project Cost. CONTRACTOR agrees that such action is at the CONTRACTOR'S risk and without liability on the part of the City.

#### **ARTICLE 19: FINDING DETERMINATION OF RESPONSIBILITY FOLLOWING COMMENCEMENT OF WORK**

A determination of responsibility may be made after work has commenced if the CONTRACTOR fails to remedy certain violations under IC 5-16-13 within thirty (30) days. For purposes of this determination, the term "contractor" refers generally to a contractor in any contractor tier. For example, a contractor may be found not responsible for a period up to forty-eight (48) months if one of the following occur:

- (1) The contractor does not maintain general liability insurance in the amount of \$1,000,000 for each occurrence and \$2,000,000 for the general aggregate;
- (2) The Tier 1 contractor does not contribute 15% of the contract in work, materials, or services;
- (3) The contractor does not fit within the "contractor tier" structure, as that term is defined under IC 5-16-13-4;
- (4) The contractor pays cash to any individual for work performed in connection with the contract; or
- (5) The contractor fails to provide the City with the E-verify case verification number for those individuals required to be verified prior to beginning work on the contract.

When making a determination of responsibility after work has commenced, the severity of the violation will be taken into consideration when determining the length of time the contractor will be found not responsible. The period during which the contractor is considered not responsible begins on the date of substantial completion of the public works project.

**ACKNOWLEDGMENT**

STATE OF INDIANA)

SS: )

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared the within named \_\_\_\_\_ who being by me first duly sworn upon his oath 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**

STATE OF INDIANA )

SS: )

COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared the within named **Thomas C. Henry, Shan Gunawardena, Kumar Menon, Mike Avila, 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this CONTRACT the day and year first above written.

**CONTRACTOR**

**CITY OF FORT WAYNE**

**BY:**\_\_\_\_\_  
**PRIMCO, INC.**

**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**

CITY OF FORT WAYNE, INDIANA

Primo 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: \_\_\_\_\_ 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, 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 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).

HARRISON STREET BRIDGE BOARD OF PARKS & RECREATION

- 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).

ADOLTE CYCLOPS CONCRETE STREET REPAIRS

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

PRIMCO INC.  
(Name of Vendor)

PO BOX 9182 FORT WAYNE IN 46899

Address

(260) 478-1548

Telephone

scott@primco.net

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) SCOTT FREDRICK

Title Exec V.P.

Signature [Signature]

Date 6/4/19

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