

BILL NO. S-21-12-03

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT – LUDWIG ROAD RELOCATION PROJECT, RESOLUTION #0040A - \$4,940,259.86 between PRIMCO LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the CONSTRUCTION CONTRACT – LUDWIG ROAD RELOCATION PROJECT, RESOLUTION #0040A - \$4,940,259.86 between PRIMCO LLC 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 LUDWIG ROAD FROM OAKBROOK PARKWAY TO COLDWATER ROAD BY ADDING NEW STREETS WITH CURB & GUTTER, SIDEWALKS, DRIVE APPROACHES, ADA RAMPS, STORM SEWERS, DETENTION POND, GREEN INFRASTRUCTURE, AND A ROUNDABOUT AT THE INTERSECTION OF LUDWIG ROAD AND OAKBROOK PARKWAY. THE PROJECT WILL ALSO INCLUDE THE INSTALLATION OF A SMALL STRUCTURE ON LUDWIG ROAD AT SUMNER DRAIN, THE 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;

involving a total cost of FOUR MILLION NINE HUNDRED FORTY THOUSAND TWO HUNDRED FIFTY-NINE AND 86/100 DOLLARS - (\$4,940,259.86). 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

TOTAL: \$5,250,021.60										TOTAL: \$4,940,259.86		TOTAL: \$4,952,491.46		TOTAL: \$5,103,648.00		TOTAL: \$5,745,530.38	
										% over % under		0.00% 5.90% % over % under		0.00% 5.67% % over % under		9.44% 0.00% % over % under	
RES. NO. / W.O 0040A										BIDDER: Primco LLC.		BIDDER: Fleming Excavating		BIDDER: Brooke Constructive		BIDDER: API Construction	
Proj: Bid	Date:	LINE NO.	ITEM CODE	ITEM	PLAN CITY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	
LUDWIG ROAD RELOCATION PROJECT																	
11/19/21																	
1		105-	06845	CONSTRUCTION ENGINEERING	1	LS		\$65,000.00	\$78,453.01	\$78,453.01	\$53,568.00	\$53,568.00	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00	
2		110-	01001	MOBILIZATION AND DEMOBILIZATION	1	LS		\$214,000.00	\$247,013.00	\$247,013.00	\$175,565.00	\$175,565.00	\$240,000.00	\$240,000.00	\$250,000.00	\$250,000.00	
3		201-	52370	CLEARING RIGHT-OF-WAY	1	LS		\$70,000.00	\$84,400.00	\$84,400.00	\$58,750.00	\$58,750.00	\$175,000.00	\$175,000.00	\$50,000.00	\$50,000.00	
4		202-	02240	PAVEMENT REMOVAL	2012	SYS		\$30,160.00	\$19.59	\$39,415.08	\$17.54	\$35,280.48	\$17.54	\$35,280.48	\$20.00	\$40,240.00	
5		202-	02245	CENTER CURB CONCRETE REMOVE	11	SYS		\$50.00	\$25.13	\$276.43	\$17.27	\$189.97	\$17.27	\$189.97	\$51.50	\$566.50	
6		203-	02637	PIPE ABANDON AND GROUT FILL	40	LFT		\$35.00	\$37.50	\$1,500.00	\$37.50	\$1,500.00	\$37.50	\$1,500.00	\$35.00	\$1,400.00	
7		204-	03047	MANHOLE REMOVE	1	EACH		\$1,500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,150.00	\$1,150.00	
8		205-	07009	FIRE HYDRANT ASSEMBLY REMOVE	1	EA		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,175.00	\$1,175.00	
9		FWR0	3	VALVE BOX REMOVE	1	EA		\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$350.00	\$350.00	
10		FWR0	4	2" BLOW-OFF REMOVE	1	EA		\$400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$700.00	\$700.00	
11		203-	02090	EXCAVATION, COMMON	12465	CYS		\$373,950.00	\$19.04	\$237,333.60	\$19.04	\$237,333.60	\$19.04	\$237,333.60	\$30.75	\$383,298.75	
12		205-	06933	TEMPORARY INLET PROTECTION	69	EACH		\$150.00	\$75.00	\$5,175.00	\$60.00	\$4,140.00	\$75.00	\$5,175.00	\$25.00	\$1,725.00	
13		205-	06937	TEMPORARY SILT FENCE	6750	LFT		\$2.50	\$2.00	\$13,500.00	\$1.75	\$11,812.50	\$2.00	\$13,500.00	\$2.50	\$16,875.00	
14		06594	205-	TEMPORARY FILTER SOCK	90	LFT		\$7.50	\$15.00	\$750.00	\$17.25	\$662.50	\$15.00	\$750.00	\$22.00	\$1,100.00	
15		11581	205-	TEMPORARY SEED MIXTURE	205	LBS		\$3.50	\$2.50	\$512.50	\$2.88	\$590.40	\$2.50	\$512.50	\$17.15	\$3,515.75	
16		FWU0	16	TEMPORARY FLOATING OUTLET	1	EACH		\$1,000.00	\$6,341.00	\$6,341.00	\$6,341.00	\$6,341.00	\$6,341.00	\$3,000.00	\$3,000.00		
17		0	0		0	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
18		205-	12111	SWOOP PREPARATION AND IMPLEMENTATION, LEVEL 2	1	LS		\$30,000.00	\$9,600.00	\$9,600.00	\$13,380.00	\$13,380.00	\$2,600.00	\$2,600.00	\$5,000.00	\$5,000.00	
19		FWR0	19	SUBGRADE TREATMENT, TYPE IBC	14616	SYS		\$10.00	\$14.47	\$211,493.52	\$14.47	\$211,493.52	\$14.47	\$211,493.52	\$14.50	\$211,932.00	
20		207-	02668	SUBGRADE TREATMENT, TYPE IV	1225	SYS		\$60.00	\$20.06	\$24,573.50	\$20.06	\$24,573.50	\$20.06	\$24,573.50	\$27.25	\$33,381.25	
21		211-	02665	STRUCTURE BACKFILL, TYPE 2	2984.24	CYS		\$40.00	\$37.18	\$110,954.04	\$37.18	\$110,954.04	\$37.18	\$110,954.04	\$40.00	\$119,369.60	
22		09266	211-	STRUCTURE BACKFILL, TYPE 3	1602	CYS		\$30.00	\$52.00	\$83,304.00	\$50.10	\$80,260.20	\$25.00	\$40,050.00	\$35.00	\$56,070.00	
23		12234	301-	COMPACTED AGGREGATE NO. 53	6912	TON		\$30.00	\$21.75	\$150,336.00	\$17.19	\$118,817.28	\$17.19	\$118,817.28	\$26.00	\$179,712.00	
24		08210	303-	COMPACTED AGGREGATE NO. 53 TEMPORARY FOR DRIVEWAYS	104	TON		\$30.00	\$18.59	\$1,933.36	\$18.59	\$1,933.36	\$18.59	\$1,933.36	\$43.50	\$4,524.00	
25		07480	FWU0	HMA FOR STRUCTURE INSTALLATION, TYPE B	292	TON		\$150.00	\$89.75	\$26,127.00	\$118.80	\$34,689.60	\$105.00	\$30,660.00	\$94.00	\$27,448.00	
26		1	FWR0	MILLING, ASPHALT, 1 IN to 3 IN	2870	SYS		\$3.50	\$2.00	\$5,740.00	\$4.86	\$13,948.20	\$4.00	\$11,480.00	\$4.00	\$11,480.00	
27		1	FWR0	HMA B 64, SURFACE, 9.5 mm	1162	TON		\$75.00	\$85.00	\$98,770.00	\$78.30	\$90,984.60	\$75.00	\$87,150.00	\$84.25	\$97,888.50	
28		5	FWR0	HMA B 64, INTERMEDIATE, 12.5 mm	1541	TON		\$70.00	\$65.00	\$100,165.00	\$77.22	\$118,986.02	\$72.00	\$110,952.00	\$73.50	\$113,263.50	
29		FWR1	5	HMA FOR TEMPORARY PAVEMENT, B	326	TON		\$125.00	\$115.00	\$37,490.00	\$143.80	\$46,878.80	\$115.00	\$37,490.00	\$145.00	\$47,270.00	
30		05402	604-	CEMENT CONCRETE PAVEMENT FOR DRIVEWAYS	115	SYS		\$60.00	\$85.15	\$9,792.25	\$87.21	\$10,028.15	\$66.00	\$7,590.00	\$105.75	\$12,161.25	
31		FWR0	31	PCCP, 8 IN., STAMPED, COLORED, RED	467	SYS		\$80.00	\$162.25	\$75,770.75	\$168.75	\$78,606.25	\$170.00	\$79,380.00	\$250.50	\$118,983.50	
32		601-	601-	GUARDRAIL, FLAT TERMINAL END SECTION, GALVANIZED	2	EA		\$75.00	\$152.00	\$304.00	\$115.00	\$230.00	\$162.00	\$304.00	\$150.00	\$300.00	
33		99105	601-	GUARDRAIL, W-BEAM, 6 FT 3 IN. SPACING	50	LFT		\$40.00	\$35.00	\$1,750.00	\$71.30	\$3,565.00	\$35.00	\$1,750.00	\$40.00	\$2,000.00	
34		1	FWR0	FENCE, VINYL, 96 IN.	347	LFT		\$50.00	\$74.00	\$25,678.00	\$93.37	\$32,399.39	\$74.00	\$25,678.00	\$84.50	\$29,321.50	
35		604-	604-	SIDEWALK, CONCRETE	344	SYS		\$65.00	\$82.75	\$28,466.00	\$81.27	\$27,956.68	\$44.00	\$15,136.00	\$74.00	\$25,456.00	
36		07092	604-	BED COURSE MATERIAL	887	TON		\$30.00	\$27.00	\$23,949.00	\$18.59	\$16,489.33	\$18.59	\$16,489.33	\$31.75	\$28,162.25	
37		08086	604-	CURB RAMP, CONCRETE	182	SYS		\$250.00	\$174.00	\$31,668.00	\$181.44	\$33,022.08	\$190.00	\$34,580.00	\$83.00	\$15,106.00	
38		1	FWR0	DETECTABLE WARNING SURFACES	61	EA		\$250.00	\$350.00	\$21,350.00	\$324.00	\$19,764.00	\$195.00	\$8,235.00	\$300.00	\$18,300.00	

39	FWR0	3	TRAIL ASPHALT		420	TON	\$70.00	\$29,400.00	\$90.00	\$37,800.00	\$118.80	\$48,866.00	\$88.00	\$34,860.00	\$88.00	\$39,060.00
40	FWR0	7	SIDEWALK TRENCH CROSSING		3	EACH	\$1,500.00	\$4,500.00	\$8,595.00	\$25,605.00	\$7,830.00	\$29,490.00	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00
41	FWR0	7	SIDEWALK, CONCRETE PATH		430	SYS	\$85.06	\$8,450.00	\$120.75	\$15,697.50	\$137.11	\$17,824.30	\$67.00	\$8,710.00	\$146.00	\$18,200.00
42	605-	62210	CENTER CURB, C CONCRETE		227	SYS	\$70.00	\$15,890.00	\$170.25	\$38,546.75	\$186.57	\$40,351.39	\$112.00	\$25,424.00	\$175.00	\$39,725.00
43	605-	62211	CURB, TURNOUT		17	EA	\$500.00	\$8,500.00	\$775.00	\$13,175.00	\$810.00	\$13,770.00	\$300.00	\$5,100.00	\$775.00	\$13,175.00
44	FWR0	2	CURB, CONCRETE, 18"		30	LFT	\$19.00	\$570.00	\$40.25	\$1,207.50	\$41.58	\$1,247.40	\$50.00	\$1,500.00	\$50.00	\$1,800.00
45	FWR0	3	CURB, CONCRETE, 18", MODIFIED		277	LFT	\$20.00	\$5,540.00	\$37.50	\$10,387.50	\$37.80	\$10,470.60	\$40.00	\$11,080.00	\$58.00	\$15,065.00
46	FWR0	4	CURB, CONCRETE, 18"		6518	LFT	\$20.00	\$132,360.00	\$19.85	\$132,026.10	\$21.33	\$141,161.94	\$18.00	\$119,124.00	\$35.00	\$231,630.00
47	FWR0	5	CURB, CONCRETE, 18"		365	LFT	\$25.00	\$9,150.00	\$39.85	\$14,585.10	\$38.80	\$13,102.80	\$48.00	\$17,568.00	\$58.00	\$21,228.00
48	611-	62497	MAILBOX ASSEMBLY, SINGLE		2	EA	\$250.00	\$500.00	\$156.00	\$392.00	\$275.00	\$550.00	\$196.00	\$392.00	\$500.00	\$1,000.00
49	616-	03096	RIVER ROCK		3	TON	\$75.00	\$225.00	\$750.00	\$750.00	\$287.50	\$862.50	\$250.00	\$750.00	\$100.00	\$300.00
50	616-	05688	RIPRAP, CLASS 1		130	TON	\$65.00	\$8,450.00	\$74.84	\$9,703.20	\$74.64	\$9,703.20	\$74.64	\$9,703.20	\$84.00	\$10,920.00
51	616-	06405	RIPRAP, REVETMENT		145	TON	\$50.00	\$7,300.00	\$43.50	\$6,351.00	\$43.50	\$6,351.00	\$69.64	\$10,167.44	\$62.50	\$9,125.00
52	616-	12246	GEOTEXTILE FOR RIPRAP, TYPE 1A		144	SYS	\$5.00	\$720.00	\$4.99	\$718.56	\$4.98	\$718.56	\$4.99	\$718.56	\$12.00	\$1,728.00
53	FWR0	3	STEEL ORNAMENTAL FENCING		380	LFT	\$170.00	\$64,600.00	\$92.50	\$35,150.00	\$96.04	\$36,115.20	\$97.50	\$35,150.00	\$105.75	\$40,185.00
54	621-	621-	EROSION CONTROL BLANKET, SB150N		3855	SYS	\$5.00	\$19,475.00	\$2.25	\$8,763.75	\$2.43	\$9,464.85	\$2.25	\$8,763.75	\$2.50	\$9,375.00
55	621-	62770	EROSION CONTROL BLANKET, SC250		70	SYS	\$9.00	\$630.00	\$15.00	\$1,050.00	\$17.25	\$1,207.50	\$15.00	\$1,050.00	\$14.00	\$770.00
56	FWR0	2	SCOURSTOP MAT, 4' X 4'		27	EACH	\$160.00	\$4,320.00	\$225.00	\$6,075.00	\$249.00	\$6,591.00	\$225.00	\$6,075.00	\$450.00	\$12,150.00
57	FWR0	1	VEGETATIVE MOBILIZATION AND DEMOBILIZATION		1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$2,500.00	\$2,500.00	\$11,500.00	\$11,500.00
58	FWR1	1	3 GALLON CONTAINER SHRUB		109	EACH	\$75.00	\$8,175.00	\$68.00	\$7,412.00	\$73.44	\$8,004.96	\$68.00	\$7,412.00	\$81.00	\$8,829.00
59	FWR1	3	1 GALLON HERBACEOUS PLANT		2857	EACH	\$15.00	\$42,855.00	\$18.90	\$53,997.30	\$20.41	\$58,311.37	\$18.90	\$53,997.30	\$30.25	\$86,424.25
60	FWR1	3	3 GALLON HERBACEOUS PLANT		62	EACH	\$100.00	\$6,200.00	\$48.50	\$3,007.00	\$55.78	\$3,458.38	\$48.50	\$3,007.00	\$81.00	\$5,022.00
61	FWR1	3	TOPSOIL		1454	CYS	\$30.00	\$43,620.00	\$45.00	\$65,430.00	\$48.60	\$70,664.40	\$45.00	\$65,430.00	\$74.25	\$107,959.50
62	FWR2	0	HARDWOOD MULCH		85	CYS	\$150.00	\$12,750.00	\$75.00	\$6,375.00	\$86.25	\$7,331.25	\$75.00	\$6,375.00	\$85.75	\$7,288.75
63	FWR2	2	HYDRO SEED		626	LBS	\$5.00	\$3,130.00	\$26.80	\$16,776.80	\$28.84	\$18,116.44	\$26.80	\$16,776.80	\$10.00	\$3,260.00
64	FWR3	0	FERTILIZER		682	LBS	\$1.00	\$682.00	\$3.50	\$2,387.00	\$4.03	\$2,748.46	\$3.50	\$2,387.00	\$8.50	\$5,787.00
65	FWR3	0	WATER		71600	GAL	\$0.02	\$1,432.00	\$0.04	\$2,864.00	\$0.05	\$3,580.00	\$0.04	\$2,864.00	\$0.20	\$14,320.00
66	FWR3	2	SEED, DETENTION BASIN MIX		18	LBS	\$60.00	\$1,080.00	\$285.00	\$5,130.00	\$286.20	\$5,151.60	\$285.00	\$5,130.00	\$225.00	\$4,050.00
67	FWR3	3	GEOLITE PLUS FABRIC		280	SYS	\$10.00	\$2,800.00	\$5.00	\$1,400.00	\$6.90	\$1,932.00	\$5.00	\$1,400.00	\$6.00	\$1,800.00
68	FWR3	4	50/50 SAND/SOIL MIX		327	CYS	\$40.00	\$13,080.00	\$58.00	\$18,996.00	\$62.64	\$20,483.28	\$58.00	\$18,996.00	\$80.00	\$25,600.00
69	714-	11304	STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 7 FT. X 4 FT.		86	LFT	\$530.00	\$45,580.00	\$633.67	\$54,495.62	\$633.67	\$54,495.62	\$633.67	\$54,495.62	\$925.50	\$79,593.00
70	FWR0	1	BOX CULVERT HEADWALL		1	LS	\$20,000.00	\$20,000.00	\$43,729.00	\$43,729.00	\$46,160.00	\$46,160.00	\$39,625.00	\$39,625.00	\$10,000.00	\$10,000.00
71	FWR0	1	STRUCTURE, 103 & 111 HEADWALL		1	LS	\$20,000.00	\$20,000.00	\$43,729.00	\$43,729.00	\$46,160.00	\$46,160.00	\$49,114.38	\$49,114.38	\$29,775.00	\$29,775.00
72	715-	05048	PIPE, TYPE 4, CIRCULAR, 6 IN.		6922	LFT	\$5.00	\$34,110.00	\$13.95	\$95,165.90	\$13.95	\$95,165.90	\$13.95	\$95,165.90	\$20.00	\$138,440.00
73	715-	05048	PIPE, TYPE 4, CIRCULAR, 4 IN.		178	LFT	\$5.00	\$890.00	\$7.16	\$1,274.48	\$7.16	\$1,274.48	\$7.16	\$1,274.48	\$30.00	\$5,340.00
74	715-	46000	PIPE END SECTION, DIAMETER 12 IN.		2	EACH	\$700.00	\$1,400.00	\$549.36	\$1,098.76	\$549.36	\$1,098.76	\$549.36	\$1,098.76	\$1,250.00	\$2,500.00
75	715-	46010	PIPE END SECTION, DIAMETER 18 IN.		3	EACH	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$1,450.00	\$4,350.00
76	715-	46300	ADJUST WATER VALVE TO GRADE		2	EA	\$500.00	\$1,000.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00	\$300.00	\$600.00
77	FWR0	2	PIPE - 10" PVC		1140	LFT	\$110.00	\$125,400.00	\$51.13	\$58,288.20	\$51.13	\$58,288.20	\$51.13	\$58,288.20	\$76.50	\$87,210.00
78	FWR1	3	PIPE - 12" RCP, CLASS III		1159	LFT	\$60.00	\$69,540.00	\$57.16	\$66,248.44	\$57.16	\$66,248.44	\$57.16	\$66,248.44	\$65.00	\$75,335.00
79	FWR1	4	PIPE - 15" RCP, CLASS III		93	LFT	\$63.00	\$5,859.00	\$58.50	\$5,448.87	\$58.50	\$5,448.87	\$58.50	\$5,448.87	\$65.00	\$6,380.00
80	FWR1	5	PIPE - 18" RCP, CLASS III		1279	LFT	\$65.00	\$83,135.00	\$71.07	\$90,898.53	\$71.07	\$90,898.53	\$71.07	\$90,898.53	\$73.00	\$93,367.00
81	FWR1	6	PIPE - 24" RCP, CLASS III		658	LFT	\$80.00	\$52,640.00	\$81.47	\$53,607.26	\$81.47	\$53,607.26	\$81.47	\$53,607.26	\$100.00	\$65,000.00
82	FWR1	7	PIPE - 30" RCP, CLASS III		14	LFT	\$100.00	\$1,400.00	\$164.05	\$2,296.84	\$164.05	\$2,296.84	\$164.05	\$2,296.84	\$120.00	\$1,680.00

127	FWR4 2	CASTING- 26" X 24" SOLID TRENCH DRAIN COVER, GALVANIZED	18	EACH	\$750.00	\$12,000.00	\$747.50	\$11,960.00	\$888.03	\$14,208.48	\$1,000.00	\$16,000.00	\$1,275.00	\$20,400.00
128	732- 11770	AGGREGATE FOR DRAINAGE FILL	170	CYS	\$70.00	\$11,900.00	\$161.50	\$27,455.00	\$181.41	\$30,859.70	\$95.00	\$16,150.00	\$74.00	\$12,580.00
129	732- 11811	MODULAR BLOCK WALL ERECTION	3652	SFT	\$40.00	\$146,080.00	\$41.50	\$151,658.00	\$43.58	\$159,154.16	\$25.00	\$91,303.00	\$73.25	\$274,813.00
130	732- 11812	MODULAR BLOCK WALL WITH GROUND REINFORCEMENT	3852	SFT	\$30.00	\$109,560.00	\$31.50	\$115,038.00	\$34.02	\$124,241.04	\$40.00	\$148,080.00	\$43.75	\$159,775.00
131	FWR6 1	CONCRETE COLLAR	93	SFT	\$100.00	\$9,300.00	\$155.25	\$14,435.25	\$167.40	\$15,588.20	\$90.00	\$8,370.00	\$80.00	\$7,440.00
132	801- 05207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	15972	LFT	\$1.00	\$15,972.00	\$1.10	\$17,569.20	\$1.46	\$23,319.12	\$1.10	\$17,569.20	\$1.25	\$19,885.00
133	801- 05216	TEMPORARY TRANSVERSE PAVEMENT MARKING, 24 IN.	18	LFT	\$10.00	\$180.00	\$10.00	\$180.00	\$16.22	\$291.96	\$10.00	\$180.00	\$11.25	\$202.50
134	801- 05840	CONSTRUCTION SIGN, A	22	EA	\$300.00	\$6,600.00	\$50.00	\$1,100.00	\$506.00	\$11,132.00	\$50.00	\$1,100.00	\$57.00	\$1,254.00
135	805- 05845	CONSTRUCTION SIGN, B	5	EA	\$400.00	\$2,000.00	\$25.00	\$125.00	\$77.05	\$385.25	\$25.00	\$125.00	\$28.50	\$142.50
136	801- 07115	BARRICADE, III-B	182	LFT	\$30.00	\$5,460.00	\$18.00	\$3,276.00	\$27.37	\$5,050.86	\$18.00	\$3,276.00	\$20.50	\$3,936.00
137	FWR6 1	MAINTENANCE OF TRAFFIC	1	LS	\$170,000.00	\$170,000.00	\$60,397.00	\$60,397.00	\$16,809.25	\$16,809.25	\$282,155.28	\$282,155.28	\$23,250.00	\$23,250.00
138	802- 05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	484	LFT	\$15.00	\$7,260.00	\$18.00	\$8,712.00	\$20.70	\$10,018.80	\$18.00	\$8,712.00	\$20.50	\$9,922.00
139	802- 05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	184	LFT	\$15.00	\$2,700.00	\$17.00	\$3,126.00	\$19.95	\$3,691.20	\$17.00	\$3,126.00	\$19.50	\$3,588.00
140	802- 05838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	283.25	SFT	\$20.00	\$5,660.00	\$10.00	\$2,830.00	\$11.50	\$3,257.50	\$10.00	\$2,830.00	\$10.00	\$2,830.00
141	802- 05840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	72.5	SFT	\$30.00	\$2,175.00	\$15.00	\$1,087.50	\$10.47	\$759.08	\$15.00	\$1,087.50	\$28.25	\$2,048.13
142	805- 01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	4	EA	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$3,240.00	\$12,960.00	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00
143	805- 01842	HANDHOLE SIGNAL TYPE 1	9	EA	\$2,000.00	\$18,000.00	\$1,100.00	\$9,900.00	\$1,186.00	\$10,674.00	\$1,100.00	\$9,900.00	\$1,250.00	\$11,250.00
144	805- 02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	2	EA	\$700.00	\$1,400.00	\$485.00	\$970.00	\$557.75	\$1,115.50	\$485.00	\$970.00	\$550.00	\$1,100.00
145	805- 02445	CONTROLLER AND CABINET, P1	1	EA	\$20,000.00	\$20,000.00	\$17,875.00	\$17,875.00	\$19,305.00	\$19,305.00	\$17,875.00	\$17,875.00	\$20,000.00	\$20,000.00
146	805- 02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	3	EA	\$1,000.00	\$3,000.00	\$775.00	\$2,325.00	\$881.25	\$2,643.75	\$775.00	\$2,325.00	\$750.00	\$2,250.00
147	805- 05405	SIGNAL POLE PEDESTAL, 4 FT	1	EA	\$750.00	\$750.00	\$975.00	\$975.00	\$1,121.25	\$1,121.25	\$975.00	\$975.00	\$1,000.00	\$1,000.00
148	805- 07767	SIGNAL CABLE CONTROL, COPPER, 120/14 GA	750	LFT	\$3.50	\$2,625.00	\$2.50	\$1,875.00	\$2.88	\$2,160.00	\$2.50	\$1,875.00	\$2.50	\$1,875.00
149	805- 08464	RADIO INTERCONNECT	1	EA	\$2,500.00	\$2,500.00	\$2,225.00	\$2,225.00	\$2,443.75	\$2,443.75	\$2,225.00	\$2,225.00	\$2,250.00	\$2,250.00
150	805- 08493	RADIO INTERCONNECTION SYSTEM TESTING	1	EA	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,150.00	\$1,150.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
151	805- 08498	RADIO YAGI ANTENNA	1	EA	\$700.00	\$700.00	\$1,200.00	\$1,200.00	\$1,380.00	\$1,380.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00
152	805- 09845	CONTACT CLOSURE CARD	1	EA	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
153	805- 09846	RECEIVER PROCESSOR	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,725.00	\$3,450.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
154	805- 10107	WIRELESS MAGNETOMETER DETECTOR	26	EA	\$1,300.00	\$33,800.00	\$675.00	\$17,550.00	\$776.25	\$20,182.50	\$675.00	\$17,550.00	\$775.00	\$20,150.00
155	805- 10108	WIRELESS REPEATER	2	EA	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00	\$2,875.00	\$5,750.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
156	805- 11813	CONDUIT, PVC, 2 IN. SCHEDULE 80	810	LFT	\$20.00	\$16,200.00	\$18.00	\$14,580.00	\$19.44	\$15,746.40	\$18.00	\$14,580.00	\$20.50	\$16,605.00
157	805- 11814	CONDUIT, HDPE, 2 IN. SCHEDULE 40	1020	LFT	\$20.00	\$20,400.00	\$10.00	\$10,200.00	\$10.80	\$11,016.00	\$10.00	\$10,200.00	\$11.50	\$11,730.00
158	805- 78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	9	EA	\$900.00	\$8,100.00	\$685.00	\$6,165.00	\$787.75	\$7,089.75	\$685.00	\$6,165.00	\$775.00	\$6,975.00
159	805- 78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	2	EA	\$1,100.00	\$2,200.00	\$775.00	\$1,550.00	\$891.25	\$1,782.50	\$775.00	\$1,550.00	\$850.00	\$1,700.00
160	805- 78415	SPAN, CATENARY, AND TETHER	4	EA	\$3,500.00	\$14,000.00	\$3,000.00	\$12,000.00	\$3,240.00	\$12,960.00	\$3,000.00	\$12,000.00	\$400.00	\$1,600.00
161	805- 78420	DISCONNECT HANGER	4	EA	\$500.00	\$2,000.00	\$350.00	\$1,400.00	\$402.50	\$1,610.00	\$350.00	\$1,400.00	\$400.00	\$1,600.00
162	805- 78467	SIGNAL CABLE, SERVICE, COPPER, 30/8 GA	150	LFT	\$3.50	\$525.00	\$5.00	\$900.00	\$6.90	\$1,035.00	\$5.00	\$900.00	\$6.50	\$975.00
163	805- 78480	SIGNAL CABLE, CONTROL, COPPER, 30/14 GA	90	LFT	\$3.50	\$315.00	\$2.00	\$180.00	\$2.30	\$207.00	\$2.00	\$180.00	\$2.25	\$202.50
164	805- 78485	SIGNAL CABLE, CONTROL, COPPER, 30/14 GA	1120	LFT	\$3.50	\$3,920.00	\$2.50	\$2,800.00	\$2.88	\$3,225.60	\$2.50	\$2,800.00	\$2.50	\$2,800.00
165	805- 78490	SIGNAL CABLE, CONTROL, COPPER, 70/14 GA	90	LFT	\$3.50	\$315.00	\$3.00	\$270.00	\$3.45	\$310.50	\$3.00	\$270.00	\$3.00	\$270.00
166	805- 78925	CONTROLLER CABINET FOUNDATION, P1	1	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,150.00	\$1,150.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
167	805- 81060	SIGNAL POLE, STEEL STRAIN, 36 FT	4	EA	\$12,000.00	\$48,000.00	\$8,450.00	\$33,800.00	\$9,126.00	\$36,504.00	\$8,450.00	\$33,800.00	\$9,500.00	\$38,000.00
168	805- 80305	SIGNAL POLE, PEDESTAL, 10 FT	2	EA	\$1,000.00	\$2,000.00	\$925.00	\$1,850.00	\$1,063.75	\$2,127.50	\$925.00	\$1,850.00	\$1,050.00	\$2,100.00
169	FWR6 807-	PEDESTRIAN PUSH BUTTON, APS, POLARA 2-WIRE WITH SIGN	2	EA	\$1,800.00	\$3,600.00	\$2,350.00	\$4,300.00	\$2,472.50	\$4,945.00	\$2,350.00	\$4,300.00	\$2,450.00	\$4,900.00
170	02934 X 96 IN.	LIGHTING FOUNDATION, CONCRETE WITH GROUNDING 36 IN. X 36 IN.	30	EA	\$1,500.00	\$45,000.00	\$1,000.00	\$30,000.00	\$1,080.00	\$32,400.00	\$1,000.00	\$30,000.00	\$1,100.00	\$33,000.00



Notice of Award

11/30/2021

Project: Ludwig Road Relocation Project

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0040A

Bidder: Primco, LLC

Bidder's Address: PO Box 9782

Fort Wayne, IN 46899

You are notified that your Bid dated 11/19/2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Ludwig Road Relocation project

Ludwig Road from Oakbrook Parkway to Coldwater Road by adding new streets with curb & gutter, sidewalks, drive approaches, ADA ramps, storm sewers, detention pond, green infrastructure, and a roundabout at the intersection of Ludwig Road and Oakbrook Parkway. The project will also include the installation of a small structure on Ludwig Road at Sumner Drain, the 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 \$4,940,259.86.

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 following documents:
 - a. Performance Bond
 - b. Payment Bond
 - c. Certificate of Insurance
 - d. Executed Vendor Disclosure Statement (Must have one on file annually with the City of Fort Wayne).
 - e. Executed E-Verify Affidavit.
 - f. Executed Drug Policy Acknowledgement Form.
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document to City of Fort Wayne Vendor Compliance, Jessica.Bucher@cityoffortwayne.org.

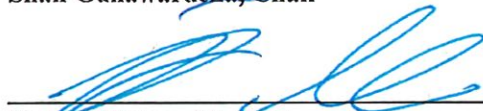


Notice of Award

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
Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

Date: 11.30.2021

cc: Project Manager

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

RESOLUTION/WORK ORDER # **0040A**

This Agreement is by and between the City of Fort Wayne – Board of Public Works (“Owner”) and **Primco LLC** (“Contractor”).

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

Owner and Contractor hereby 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: **Ludwig Road from Oakbrook Parkway to Coldwater Road by adding new streets with curb & gutter, sidewalks, drive approaches, ADA ramps, storm sewers, detention pond, green infrastructure, and a roundabout at the intersection of Ludwig Road and Oakbrook Parkway. The project will also include the installation of a small structure on Ludwig Road at Sumner Drain, the 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.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Ludwig Road Relocation Project**

ARTICLE 3—ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by **A&Z Engineering**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **12/1/2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **6/1/2023**.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **Duct Bank Construction (Phase 1B) Completion: 03/01/2022**
 2. Milestone 2 **Traffic Light Operational at Oakbrook Parkway and Coldwater Rd: 11/1/2022**
This Milestone needs to be completed in coordination with INDOT and is contingent upon the phasing of the INDOT projects along Coldwater Rd.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):
1. *Substantial Completion:* Contractor shall pay Owner up to \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner up to \$1000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner up to \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. Total of all unit prices **\$4,940,259.86.**

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment no more often than every 30 days during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that

such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **120** sheets with each sheet bearing the following general title: **Ludwig Road Relocation Project Between Ludwig Circle and Coldwater Rd.**
 7. Addenda (numbers **1** to **3**, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Drug Policy Acknowledgement Form (Project Bids under \$150,000.00) or Written copy of Contractors Drug Policy (Project Bids over \$150,000.00)
 - b. E-Verify Affidavit

- c. Escrow account agreement
- 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences,

and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *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 8.02:
 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 the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions

9.02 Severability

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.

9.03 Emerging Business Enterprise(EBE) Participation

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

In the event there is a determination that good faith compliance with these EBE participation requirements has not occurred, appropriate reduction in the final payment pursuant to paragraph 9.03.E will be made.

If the Contract Price is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the Contractor are not to exceed 95% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the 10% EBE goal stipulated in here within. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and good faith efforts to comply with these EBE participation requirements; subject to reduction in the event of non-compliance as provided in paragraph 9.03.E.

- A. **Request for Waiver** – If, at the time final payment application is made, Contractor has not attained the ten percent (10%) EBE goal, Contractor shall file with the final payment application a “Request for Waiver.” Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the ten percent (10%) EBE goal.
- B. **Determination of Waiver Requests** – The 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.
- C. **Good Faith Efforts.** – In determining whether or not the Contractor used “good faith” efforts, the following shall be considered:
 - 1. Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;
 - 2. Availability of certified EBE businesses to participate as subcontractors;

3. Non-competitive price quotes received from EBE firms. The Board of Public Works' determination for granting a reduction or waiver of the goal because of higher quotes from EBE firms will be based on factors that include, but are not limited to the following:
 - a. The Engineer's estimate for the work under a specific contract;
 - b. The Contractor's own estimate for the work under the subcontract;
 - c. An average of the valid prices quoted for the subcontract;
 - d. Demonstrated increase in other contract costs as a result of sub-contracting to EBE firm(s).
 4. Documented measures taken by the Contractor to comply with the EBE participation goal;
 5. EBE subcontractor failed to fulfill their obligation in regard to the time delivery of goods and/or services. Also in regards to the quality of the goods and/or services set forth in the bid specifications.
 6. Such other matters as the Board of Public Works deems relevant.
- D. Consequences of Noncompliance – In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the Contract Price shall be reduced by the amount calculated as the difference between the EBE participation goal of 10% and the actual participation level met by the Contractor, but in no case shall it be reduced by more than 5%. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his/her Contract.
- E. Waiver Approved – In the event the Board of Public Works determines that a good faith effort to comply with these EBE participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 30 day of November, 2021, personally appeared the within named Scott Freeman who being by me first duly sworn upon his oath says that he is the of Director Finance and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Prince LLC for the uses and purposes therein set forth.

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

Tracy Vierck

Notary Public

Tracy Vierck

Printed Name of Notary

My Commission Expires: 02-1-24

Resident of Allen 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, Chris Guerrero, 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, Owner and Contractor have signed this Agreement (Contract/Resolution Number **0040A**).

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

CONTRACTOR

OWNER

PRIMCO LLC

CITY OF FORT WAYNE

BY: _____

Print Name

BY: _____

THOMAS C. HENRY, MAYOR

TITLE: _____

BOARD OF PUBLIC WORKS

DATE: _____

(Date signed by Contractor)

BY: _____

SHAN GUNAWARDENA, CHAIR

BY: _____

KUMAR MENON, MEMBER

Address for giving notices:

PO Box 9782
FORT WAYNE IN 46895

BY: _____

CHRIS GUERRERO, MEMBER

ATTEST: _____

MICHELLE FULK-VONDRAN, CLERK

DATE: _____

(Date signed by Board)

0040A - Ludwig Rd Relocation Project (#8053986)

Owner: Public Works

Solicitor: Public Works

11/19/2021 10:00 AM EST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
Insert Project Name							\$4,760,259.86
	1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$78,453.01	\$78,453.01
	2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$247,013.00	\$247,013.00
	3	201-52370	CLEARING RIGHT-OF-WAY	LS	1	\$64,400.00	\$64,400.00
	4	202-02240	PAVEMENT REMOVAL	SYS	2012	\$19.59	\$39,415.08
	5	202-02273	CENTER CURB, CONCRETE, REMOVE	SYS	11	\$25.13	\$276.43
	6	202-02637	PIPE ABANDON AND GROUT FILL	LFT	40	\$37.50	\$1,500.00
	7	202-93047	MANHOLE, REMOVE	EACH	1	\$500.00	\$500.00
	8	202-97009	FIRE HYDRANT ASSEMBLY, REMOVE	EA	1	\$1,000.00	\$1,000.00
	9	202-FWR03	VALVE BOX, REMOVE	EA	1	\$500.00	\$500.00
	10	202-FWR04	2" BLOW-OFF, REMOVE	EA	1	\$500.00	\$500.00
	11	203-02000	EXCAVATION, COMMON	CYS	12465	\$19.04	\$237,333.60
	12	205-06933	TEMPORARY INLET PROTECTION	EACH	69	\$75.00	\$5,175.00
	13	205-06937	TEMPORARY SILT FENCE	LFT	6750	\$2.00	\$13,500.00
	14	205-08594	TEMPORARY FILTER SOCK	LFT	50	\$15.00	\$750.00
	15	205-11591	TEMPORARY SEED MIXTURE	LBS	205	\$2.50	\$512.50
	16	205-FWU01	TEMPORARY FLOATING OUTLET	EACH	1	\$6,341.00	\$6,341.00
	17	17	Left Blank Intentionally		0	0.00E+00	\$0.00
	18	205-12111	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 2	LS	1	\$9,800.00	\$9,800.00
	19	207-FWR02	SUBGRADE TREATMENT, TYPE IBC	SYS	14616	\$14.47	\$211,493.52
	20	207-08268	SUBGRADE TREATMENT, TYPE IV	SYS	1225	\$20.06	\$24,573.50
	21	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	2984.24	\$37.18	\$110,954.04
	22	211-09266	STRUCTURE BACKFILL, TYPE 3	CYS	1602	\$52.00	\$83,304.00
	23	301-12234	COMPACTED AGGREGATE NO. 53	TON	6912	\$21.75	\$150,336.00
	24	303-08210	COMPACTED AGGREGATE NO. 53 TEMPORARY FOR DRIVEWAYS	TON	104	\$18.59	\$1,933.36
	25	304-07490	HMA FOR STRUCTURE INSTALLATION, TYPE B	TON	292	\$99.75	\$29,127.00
	26	306-FWU01	MILLING, ASPHALT, 1 IN to 3 IN	SYS	2870	\$2.00	\$5,740.00
	27	402-FWR01	HMA, B, 64, SURFACE, 9.5 mm	TON	1162	\$85.00	\$98,770.00
	28	402-FWR05	HMA, B, 64, INTERMEDIATE, 12.5 mm	TON	1541	\$65.00	\$100,165.00
	29	402-FWR15	HMA FOR TEMPORARY PAVEMENT, B	TON	326	\$115.00	\$37,490.00
	30	502-05402	CEMENT CONCRETE PAVEMENT FOR DRIVEWAYS	SYS	115	\$85.15	\$9,792.25
	31	502-FWR03	PCCP, 8 IN., STAMPED, COLORED, RED	SYS	467	\$162.25	\$75,770.75
	32	601-62260	GUARDRAIL FLAT TERMINAL END SECTION, GALVANIZED	EA	2	\$152.00	\$304.00
	33	601-99105	GUARDRAIL, W-BEAM, 6 FT 3 IN. SPACING	LFT	50	\$35.00	\$1,750.00
	34	603-FWR01	FENCE, VINYL, 96 IN.	LFT	347	\$74.00	\$25,678.00
	35	604-06070	SIDEWALK, CONCRETE	SYS	344	\$82.75	\$28,466.00
	36	604-07092	BED COURSE MATERIAL	TON	887	\$27.00	\$23,949.00
	37	604-08086	CURB RAMP, CONCRETE	SYS	182	\$174.00	\$31,668.00
	38	604-FWR01	DETECTABLE WARNING SURFACES	EA	61	\$350.00	\$21,350.00
	39	604-FWR03	TRAIL, ASPHALT	TON	420	\$90.00	\$37,800.00
	40	604-FWR07	SIDEWALK TRENCH CROSSING	EACH	3	\$8,535.00	\$25,605.00
	41	604-FWR07	SIDEWALK, CONCRETE PATH	SYS	130	\$120.75	\$15,697.50
	42	605-06210	CENTER CURB, C CONCRETE	SYS	227	\$170.25	\$38,646.75
	43	605-94811	CURB, TURNOUT	EA	17	\$775.00	\$13,175.00
	44	605-FWR02	CURB, CONCRETE, I-B	LFT	30	\$40.25	\$1,207.50
	45	605-FWR03	CURB, CONCRETE, I-B, MODIFIED	LFT	277	\$37.50	\$10,387.50
	46	605-FWR04	CURB, CONCRETE, II-B	LFT	6618	\$19.95	\$132,029.10
	47	605-FWR05	CURB, CONCRETE, III	LFT	366	\$39.85	\$14,585.10
	48	611-06497	MAILBOX ASSEMBLY, SINGLE	EA	2	\$196.00	\$392.00
	49	616-03096	RIVER ROCK	TON	3	\$250.00	\$750.00
	50	616-05688	RIPRAP, CLASS 1	TON	130	\$74.64	\$9,703.20
	51	616-06405	RIPRAP, REVETMENT	TON	146	\$43.50	\$6,351.00
	52	616-12246	GEOTEXTILE FOR RIPRAP, TYPE 1A	SYS	144	\$4.99	\$718.56
	53	617-FWR03	STEEL ORNAMENTAL FENCING	LFT	380	\$92.50	\$35,150.00
	54	621-02770	EROSION CONTROL BLANKET, SB150N	SYS	3895	\$2.25	\$8,763.75
	55	621-02770	EROSION CONTROL BLANKET, SC250	SYS	70	\$15.00	\$1,050.00
	56	621-FWR02	SCOURSTOP MAT, 4' X 4'	EACH	27	\$225.00	\$6,075.00
	57	623-FWR01	VEGETATIVE MOBILIZATION AND DEMOBILIZATION	LS	1	\$2,500.00	\$2,500.00
	58	623-FWR11	3 GALLON CONTAINER SHRUB	EACH	109	\$68.00	\$7,412.00
	59	623-FWR13	1 GALLON HERBACEOUS PLANT	EACH	2857	\$18.90	\$53,997.30
	60	623-FWR14	3 GALLON HERBACEOUS PLANT	EACH	62	\$48.50	\$3,007.00
	61	623-FWR18	TOPSOIL	CYS	1454	\$45.00	\$65,430.00
	62	623-FWR20	HARDWOOD MULCH	CYS	85	\$75.00	\$6,375.00
	63	623-FWR22	HYDRO SEED	LBS	626	\$26.80	\$16,776.80
	64	623-FWR23	FERTILIZER	LBS	682	\$3.50	\$2,387.00
	65	623-FWR30	WATER	GAL	71600	\$0.04	\$2,864.00
	66	623-FWR32	SEED, DETENTION BASIN MIX	LBS	18	\$265.00	\$4,770.00
	67	623-FWR33	GEOJUTE PLUS FABRIC	SYS	280	\$6.00	\$1,680.00

68	623-FWR34	50/50 SAND/SOIL MIX	CYS	327	\$58.00	\$18,966.00
69	714-11304	STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 7 FT. X 4 FT.	LFT	86	\$633.67	\$54,495.62
70	714-FWR01	BOX CULVERT HEADWALL	LS	1	\$43,729.00	\$43,729.00
71	714-FWU01	STRUCTURE 103 & 111 HEADWALL	LS	1	\$43,729.00	\$43,729.00
72	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	6822	\$13.95	\$95,166.90
73	715-05048	PIPE, TYPE 4, CIRCULAR, 4 IN.	LFT	178	\$7.16	\$1,274.48
74	715-46000	PIPE END SECTION, DIAMETER 12 IN.	EACH	2	\$549.38	\$1,098.76
75	715-46010	PIPE END SECTION, DIAMETER 18 IN.	EACH	3	\$800.00	\$2,400.00
76	715-94530	ADJUST WATER VALVE TO GRADE	EA	2	\$400.00	\$800.00
77	715-FWR02	PIPE - 10" PVC	LFT	1140	\$51.13	\$58,288.20
78	715-FWR13	PIPE - 12" RCP, CLASS III	LFT	1159	\$57.16	\$66,248.44
79	715-FWR14	PIPE - 15" RCP, CLASS III	LFT	93	\$58.59	\$5,448.87
80	715-FWR15	PIPE - 18" RCP, CLASS III	LFT	1279	\$71.07	\$90,898.53
81	715-FWR16	PIPE - 24" RCP, CLASS III	LFT	658	\$81.47	\$53,607.26
82	715-FWR17	PIPE - 30" RCP, CLASS III	LFT	14	\$164.06	\$2,296.84
83	715-FWR18	PIPE - 36" RCP, CLASS III	LFT	181	\$126.71	\$22,934.51
84	715-FWR19	PIPE - 42" RCP, CLASS III	LFT	624	\$152.78	\$95,334.72
85	715-FWR21	PIPE - 29" X 45" ELLIPTICAL RCP, CLASS III	LFT	8	\$495.78	\$3,966.24
86	715-FWR55	PIPE - 12" HDPE	LFT	49	\$33.65	\$1,648.85
87	715-FWR60	PIPE - 30" HDPE	LFT	5	\$119.57	\$597.85
88	715-FWR66	8" RSW GATE VALVE AND BOX	EA	2	\$3,852.44	\$7,704.88
89	715-FWR67	12" RSW GATE VALVE AND BOX	EA	2	\$5,736.81	\$11,473.62
90	715-FWR68	12" TAPPING SLEEVE AND VALVE BY WMS	EA	1	\$2,945.60	\$2,945.60
91	715-FWR69	8" HDPE, 11.25 DEGREE BEND, RESTRAINED JOINT	EA	1	\$1,390.72	\$1,390.72
92	715-FWR70	12" HDPE, 45 DEGREE BEND, RESTRAINED JOINT	EA	10	\$1,927.83	\$19,278.30
93	715-FWR71	12" X 12' X 12" HDPE, TEE, RESTRAINED JOINT	EA	1	\$3,056.33	\$3,056.33
94	715-FWR72	12" X 12" X 6" DI, TEE (CUT-IN), RESTRAINED JOINT	EA	1	\$4,189.25	\$4,189.25
95	715-FWR73	12" X 12" X 8" HDPE, TEE, RESTRAINED JOINT	EA	1	\$2,798.84	\$2,798.84
96	715-FWR74	6", PLUG	EA	1	\$346.43	\$346.43
97	715-FWR75	8", PLUG	EA	1	\$384.50	\$384.50
98	715-FWR76	12", PLUG	EA	2	\$527.88	\$1,055.76
99	715-FWR77	WATER MAIN, 8 IN., HDPE	LFT	730	\$45.04	\$32,879.20
100	715-FWR78	WATER MAIN, 12 IN., HDPE	LFT	201	\$136.61	\$27,458.61
101	715-FWR79	FIRE HYDRANT ASSEMBLY, TYPE III (WITH CUT-IN FITTINGS)	EA	1	\$6,972.12	\$6,972.12
102	715-FWR80	FIRE HYDRANT ASSEMBLY, TYPE III	EA	1	\$5,972.12	\$5,972.12
103	715-FWR81	3/4" TEST RISER, TEMPORARY	EA	4	\$744.11	\$2,976.44
104	715-FWR82	2" BLOW-OFF ASSEMBLY, TEMPORARY	EA	3	\$948.21	\$2,844.63
105	715-FWR83	WATER SERVICE REPAIR	EA	2	\$350.00	\$700.00
106	718-11685	UNDERDRAIN CLEANOUT PORT	EA	18	\$600.00	\$10,800.00
107	718-12305	GEOTEXTILE FOR UNDERDRAIN, TYPE 1A	SYS	3038	\$1.76	\$5,346.88
108	718-52610	AGGREGATE FOR UNDERDRAINS	CYS	710	\$52.10	\$36,991.00
109	720-FWR01	MANHOLE - 48" STORM	EACH	14	\$1,960.75	\$27,450.50
110	720-FWR02	MANHOLE - 48" SANITARY	EACH	5	\$2,759.25	\$13,796.25
111	720-FWR03	MANHOLE - 60" STORM	EACH	2	\$4,396.75	\$8,793.50
112	720-FWR05	MANHOLE - 72" STORM	EACH	4	\$6,409.25	\$25,637.00
113	720-FWR06	MANHOLE - 96" STORM	EACH	2	\$16,946.25	\$33,892.50
114	720-FWR07	MANHOLE - 7' X 4.5' BOX WITH GRATES	EACH	1	\$16,715.00	\$16,715.00
115	720-FWR08	MANHOLE - 48" STORM, OUTLET CONTROL	EACH	1	\$2,786.76	\$2,786.76
116	720-FWR09	MANHOLE - 8' X 3' BOX WITH GRATES	EACH	1	\$35,306.21	\$35,306.21
117	720-FWR20	INLET - 2' X 3' INLET	EACH	48	\$2,118.76	\$101,700.48
118	720-FWR21	INLET - 30" X 30" INLET	EACH	8	\$1,812.26	\$14,498.08
119	720-FWR22	INLET - 4' X 4' INLET WITH GRATE	EACH	1	\$6,478.13	\$6,478.13
120	720-FWR23	INLET - 3' X 4' INLET	EACH	1	\$3,687.50	\$3,687.50
121	720-FWR24	18" COLLECTION STRUCTURE	EACH	4	\$1,692.00	\$6,768.00
122	720-FWR30	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	EACH	22	\$600.00	\$13,200.00
123	720-FWR31	CASTING - 24" SOLID SANITARY CASTING & ADJUST TO GRADE	EACH	4	\$600.00	\$2,400.00
124	720-FWR35	CASTING - 30" X 30" BEEHIVE CASTING & ADJUST TO GRADE	EACH	8	\$450.00	\$3,600.00
125	720-FWR38	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	48	\$600.00	\$28,800.00
126	720-FWR41	CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE (OUTLET CONTROL)	EACH	1	\$450.00	\$450.00
127	720-FWR42	CASTING - 26" X 24" SOLID TRENCH DRAIN COVER, GALVANIZED	EACH	16	\$747.50	\$11,960.00
128	732-11770	AGGREGATE FOR DRAINAGE FILL	CYS	170	\$161.50	\$27,455.00
129	732-11811	MODULAR BLOCK WALL ERECTION	SFT	3652	\$41.50	\$151,558.00
130	732-11812	MODULAR BLOCK WALL WITH GROUND REINFORCEMENT	SFT	3652	\$31.50	\$115,038.00
131	732-FWR01	CONCRETE COLLAR	SFT	93	\$155.25	\$14,438.25
132	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	LFT	15972	\$1.10	\$17,569.20
133	801-06216	TEMPORARY TRANSVERSE PAVEMENT MARKING, 24 IN.	LFT	18	\$10.00	\$180.00
134	801-06640	CONSTRUCTION SIGN, A	EA	22	\$50.00	\$1,100.00
135	801-06645	CONSTRUCTION SIGN, B	EA	5	\$25.00	\$125.00
136	801-07119	BARRICADE, III-B	LFT	192	\$18.00	\$3,456.00
137	801-FWR01	MAINTENANCE OF TRAFFIC	LS	1	\$60,397.00	\$60,397.00
138	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	LFT	484	\$18.00	\$8,712.00
139	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	LFT	184	\$17.00	\$3,128.00
140	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	293.25	\$10.00	\$2,932.50
141	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	SFT	72.5	\$15.00	\$1,087.50
142	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	EA	4	\$3,000.00	\$12,000.00

143	805-01842	HANDHOLE SIGNAL TYPE 1	EA	9	\$1,100.00	\$9,900.00
144	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EA	2	\$485.00	\$970.00
145	805-02445	CONTROLLER AND CABINET, P1	EA	1	\$17,875.00	\$17,875.00
146	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	EA	3	\$775.00	\$2,325.00
147	805-05405	SIGNAL POLE, PEDESTAL, 4 FT	EA	1	\$975.00	\$975.00
148	805-07767	SIGNAL CABLE, CONTROL, COPPER, 12C/14 GA	LFT	750	\$2.50	\$1,875.00
149	805-08464	RADIO INTERCONNECT	EA	1	\$2,125.00	\$2,125.00
150	805-08493	RADIO INTERCONNECTION SYSTEM TESTING	EA	1	\$1,000.00	\$1,000.00
151	805-09089	RADIO YAGI ANTENNA	EA	1	\$1,200.00	\$1,200.00
152	805-09845	CONTACT CLOSURE CARD	EA	1	\$5,000.00	\$5,000.00
153	805-09846	RECEIVER PROCESSOR	EA	2	\$1,500.00	\$3,000.00
154	805-10107	WIRELESS MAGNETOMETER DETECTOR	EA	26	\$675.00	\$17,550.00
155	805-10108	WIRELESS REPEATER	EA	2	\$2,500.00	\$5,000.00
156	805-11813	CONDUIT, PVC, 2 IN. SCHEDULE 80	LFT	810	\$18.00	\$14,580.00
157	805-11814	CONDUIT, HDPE, 2 IN. SCHEDULE 40	EA	1020	\$10.00	\$10,200.00
158	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	EA	9	\$685.00	\$6,165.00
159	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	EA	2	\$775.00	\$1,550.00
160	805-78415	SPAN, CATENARY, AND TETHER	EA	4	\$3,000.00	\$12,000.00
161	805-78420	DISCONNECT HANGER	EA	4	\$350.00	\$1,400.00
162	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	LFT	150	\$6.00	\$900.00
163	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LFT	90	\$2.00	\$180.00
164	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LFT	1120	\$2.50	\$2,800.00
165	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LFT	90	\$3.00	\$270.00
166	805-78925	CONTROLLER CABINET FOUNDATION, P1	EA	1	\$1,000.00	\$1,000.00
167	805-81060	SIGNAL POLE, STEEL STRAIN, 36 FT	EA	4	\$8,450.00	\$33,800.00
168	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	EA	2	\$925.00	\$1,850.00
169	805-FWR02	PEDESTRIAN PUSH BUTTON, APS, POLARA 2-WIRE WITH SIGN	EA	2	\$2,150.00	\$4,300.00
170	807-02934	LIGHTING FOUNDATION, CONCRETE WITH GROUNDING 36 IN. X 36 IN. X 96 IN.	EA	30	\$1,000.00	\$30,000.00
171	807-09638	WIRE, NO. 6 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	LFT	6200	\$8.00	\$49,600.00
172	807-86910	CONNECTOR KIT, UNFUSED	EA	31	\$50.00	\$1,550.00
173	807-86915	CONNECTOR KIT, FUSED	LFT	31	\$50.00	\$1,550.00
174	807-86925	MULTIPLE COMPRESSION FITTING, WATERPROOFED	EA	54	\$5.00	\$270.00
175	807-86935	INSULATION LINK, WATERPROOFED	EA	86	\$5.00	\$430.00
176	807-FWR15	LUMINAIRE, LED, LEOTEK GCM1	EA	4	\$575.00	\$2,300.00
177	807-FWR15	LUMINAIRE ORNAMENTAL, LED, MDL14FG, T2	EA	16	\$5,000.00	\$80,000.00
178	807-FWR15	LUMINAIRE ORNAMENTAL, LED, MDL14FG, T3	EA	11	\$5,000.00	\$55,000.00
179	807-FWR28	WIRE XHHW, NO 10 COPPER, 1/C	LFT	4950	\$2.00	\$9,900.00
180	807-FWR29	MAST ARM, 6 FT. ON STRAIN POLE	EA	4	\$1,375.00	\$5,500.00
181	807-FWR30	LIGHTING CONTROL PANELS AND CABINET, P1	EA	2	\$8,000.00	\$16,000.00
182	807-FWR31	LIGHTING CONTROLLER CABINET FOUNDATION, P1	EA	2	\$1,000.00	\$2,000.00
183	807-FWR32	LIGHT POLE ORNAMENTAL, 30 FT, 6 FT. MAST ARM WITH LOGO	EA	28	\$3,810.00	\$106,680.00
184	807-FWR33	LIGHT POLE, RELOCATE	EA	3	\$1,500.00	\$4,500.00
185	807-FWR34	INNER DUCT, HDPE, 1.25 IN.	LFT	10150	\$3.02	\$30,653.00
186	807-FWR35	INNER DUCT, HDPE, 2 IN.	LFT	6090	\$5.21	\$31,728.90
187	807-FWR36	INNER DUCT, HDPE, 4 IN.	LFT	8120	\$10.10	\$82,012.00
188	807-FWR37	PULL BOX, 24 IN. X 36 IN. X 26 IN., INSTALL	EACH	12	\$667.00	\$8,004.00
189	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	460	\$14.00	\$6,440.00
190	808-10031	LINE, MULTI-COMPONENT, BROKEN, WHITE, 4 IN.	LFT	120	\$0.75	\$90.00
191	808-10032	LINE, MULTI-COMPONENT, DOTTED, WHITE, 8 IN.	LFT	140	\$2.00	\$280.00
192	808-10033	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.	LFT	1389	\$0.40	\$555.60
193	808-10034	LINE, MULTI-COMPONENT, SOLID, YELLOW, 4 IN.	LFT	4807	\$0.40	\$1,922.80
194	808-10036	LINE, MULTI-COMPONENT, BROKEN, YELLOW, 4 IN.	LFT	100	\$0.75	\$75.00
195	808-10037	LINE, MULTI-COMPONENT, SOLID, WHITE, 8 IN.	LFT	280	\$0.80	\$224.00
196	808-10042	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, YELLOW 12 IN.	LFT	416	\$5.50	\$2,288.00
197	808-10058	LINE, MULTI-COMPONENT, SOLID, YELLOW, 8 IN.	LFT	1121	\$0.80	\$896.80
198	808-10118	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN.	LFT	67	\$30.00	\$2,010.00
199	808-11481	LINE, MULTI-COMPONENT, DOTTED, WHITE, 4 IN.	LFT	136	\$1.00	\$136.00
200	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	277	\$12.00	\$3,324.00
201	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	LFT	77	\$4.00	\$308.00
202	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EA	25	\$135.00	\$3,375.00
203	808-95933	CURB, PAINTING, YELLOW	LFT	305	\$4.00	\$1,220.00
204	808-10034	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, WHITE 12 IN.	LFT	70	\$5.50	\$385.00
205	808-06716	LINE, REMOVE	LFT	6100	\$0.50	\$3,050.00
206	623-FWR16	PLUG-SIZED HERBACEOUS PLANT	EA	560	\$6.25	\$3,500.00
207	402-FWR08	HMA, C, 64, BASE, 19.0 mm	TON	1850	\$65.00	\$120,250.00
						\$180,000.00
208	205-12108	STORM WATER MANAGEMENT BUDGET - WORK ALLOWANCE	LUMP SUM	1	\$10,000.00	\$10,000.00
209	202-03000	HOUSES AND BUILDINGS, REMOVE, PARCEL NO. 10 (211 E. LUDWIG RD.) - WORK ALLOWANCE	LUMP SUM	1	\$20,000.00	\$20,000.00
210	109-04299	Work Allowance	LUMP SUM	1	\$150,000.00	\$150,000.00
						\$4,940,259.86

CITY OF FORT WAYNE, INDIANA

Primco 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).

Van Buren Street Bridge 0295X

- 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).

Coldwater Rd Greenspace 0364P

- 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>Primco Inc.</u>	<u>PO BOX 9782 Fort Wayne IN 46899</u>
(Name of Vendor)	Address
	<u>(260) 478-1548</u>
	Telephone
	<u>scott@primco.net</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>Scott Frensch</u>	Title <u>Exec Vice Pres</u>
Signature <u>[Signature]</u>	Date <u>3/2/21</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.

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.

Ludwig Road Relocation project

RFPs & BIDS

Bid/RFP #	0040A
Awarded To	Primco LLC
Amount	\$4,940,259.86
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	10
Number of Bidders	4
Required Attachments	Common Council Supplemental, Bid Tabulation, Award, Contract, Vendor Disclosure

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	0040A
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	☒ Yes ☐ 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 & describe project; attach supporting documents as necessary.</i>	
	Please see Common Council Supplemental

REQUEST FOR SUSPENSION OF RULES

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

FUNDING SOURCE

<i>Account Information.</i>	
	MVH, Surtax, CEDIT



FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

LUDWIG ROAD RELOCATION PROJECT

Action Requested:

Requesting an Ordinance approving the **LUDWIG ROAD RELOCATION PROJECT** pursuant to the Board of Public Works Resolution #0040A and an award to **Primco LLC** in the amount of **\$4,940,259.86**.

Note: Primco LLC was the lowest, most responsive bidder among 4 bidders. The bid was 6% under the Engineer's Estimate.

Description and Scope of the Work:

Improve Ludwig Road from Oakbrook Parkway to Coldwater Road by adding new streets with curb & gutter, sidewalks, drive approaches, ADA ramps, storm sewers, detention pond, green infrastructure, and a roundabout at the intersection of Ludwig Road and Oakbrook Parkway. The project will also include the installation of a small structure on Ludwig Road at Sumner Drain, the 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.