

BILL NO. S-22-03-04

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT - WINTERFIELD COMMUNITY CONCRETE STREET REPAIRS - RESOLUTION/WORK ORDER #0513C between HIPSKIND CONCRETE CORPORATION 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 – WINTERFIELD COMMUNITY CONCRETE STREET REPAIRS - RESOLUTION/WORK ORDER #0513C between HIPSKIND CONCRETE CORPORATION 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 to improve the Winterfield Community Association neighborhood by removal and replacement of deteriorated concrete streets. Also, sidewalks and drive approaches will be reconstructed on an as necessary basis and new ADA compliant curb ramps will be constructed. New storm sewer infrastructure as well as subsurface drainage will be installed and adjustment of existing castings. Finally, restoration of disturbed areas;

involving a total cost of THREE MILLION ONE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-TWO AND 50/100 DOLLARS - (\$3,157,852.50). 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: \$2,806,655.23					TOTAL: \$3,157,852.50		TOTAL: \$3,577,536.36	
							% over 12.51% % under 0.00%		% over 27.47% % under 0.00%	
Bid Tabulation		RES. NO. 7 W.O 0513C					BIDDER: Hipkind Concrete		BIDDER: Milestone Contract	
Proj:		WINTERFIELD COMMUNITY CONCRETE STREET RECONSTRUCTION								
Bid Date:	02/17/22	Estimate								
LINE NO	ITEM CODE	ITEM	PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1	06845 LINE	CONSTRUCTION ENGINEERING	1	LS	\$23,810.97	\$23,810.97	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
2	09367 LINE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	54	EACH	\$350.00	\$18,900.00	\$500.00	\$27,000.00	\$390.00	\$21,060.00
3	01001 LINE	MOBILIZATION AND DEMOBILIZATION	1	LS	\$29,763.71	\$29,763.71	\$17,500.00	\$17,500.00	\$21,702.00	\$21,702.00
4	02240 LINE	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	7075	SYS	\$11.50	\$81,362.50	\$12.50	\$88,437.50	\$12.50	\$88,437.50
5	93615 LINE	CONCRETE, REMOVE	495	SYS	\$14.25	\$7,053.75	\$15.00	\$7,425.00	\$16.00	\$7,920.00
6	02000 LINE	EXCAVATION, COMMON (UNDISTRIBUTED)	10	CYS	\$40.00	\$400.00	\$100.00	\$1,000.00	\$43.80	\$438.00
7	06933 LINE	TEMPORARY INLET PROTECTION	9	EACH	\$60.00	\$540.00	\$25.00	\$225.00	\$60.00	\$540.00
8	11796 LINE	GEOGRID, TYPE 1B (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	3000	SYS	\$10.75	\$32,250.00	\$8.00	\$18,000.00	\$13.00	\$39,000.00
9	FWR0 3	COMPACTED AGGREGATE NO. 53	3250	TON	\$27.00	\$87,750.00	\$32.00	\$104,000.00	\$30.00	\$97,500.00
10	07490 LINE	HMA PATCHING, TYPE B	12	TON	\$225.00	\$2,700.00	\$250.00	\$3,000.00	\$292.00	\$3,504.00
11	FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	7075	SYS	\$36.00	\$254,700.00	\$39.00	\$275,925.00	\$53.00	\$374,975.00
12	FWR0 1	EXPANSION JOINT WITH LOAD TRANSFER	162	LFT	\$14.00	\$2,268.00	\$20.00	\$3,240.00	\$14.00	\$2,268.00
13	06070 LINE	SIDEWALK, CONCRETE	380	SYS	\$45.00	\$17,100.00	\$48.00	\$18,240.00	\$77.50	\$29,450.00
14	08086 LINE	CURB RAMP, CONCRETE	40	SYS	\$135.00	\$5,400.00	\$135.00	\$5,400.00	\$156.50	\$6,260.00
15	FWR0 1	DETECTABLE WARNING SURFACES	9	EACH	\$250.00	\$2,250.00	\$450.00	\$4,050.00	\$315.00	\$2,835.00
16	08446 LINE	PCCP FOR APPROACHES, 6 IN.	75	SYS	\$60.00	\$4,500.00	\$58.00	\$4,350.00	\$90.00	\$6,750.00
17	FWRX X	MAILBOX ASSEMBLY, RESET DOUBLE +	11	EACH	\$100.00	\$1,100.00	\$50.00	\$550.00	\$300.00	\$3,300.00
18	FWR0 2	PERMANENT BOLLARD	1	EACH	\$125.00	\$125.00	\$3,000.00	\$3,000.00	\$1,045.00	\$1,045.00
19	FWR0 1	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	2500	SYS	\$3.75	\$9,375.00	\$4.50	\$11,250.00	\$4.00	\$10,000.00
20	FWR1 9	TOPSOIL	230	TON	\$40.00	\$9,200.00	\$50.00	\$11,500.00	\$45.00	\$10,350.00
21	FWR0 2	PIPE - 12" PVC	10	LFT	\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$210.00	\$2,100.00
22	FWR LINE	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	4600	LFT	\$10.00	\$46,000.00	\$10.00	\$46,000.00	\$13.00	\$59,800.00
23	94530 LINE	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	2	EACH	\$200.00	\$400.00	\$250.00	\$500.00	\$250.00	\$500.00
24	FWR0 8	INLET - 2' X 3' INLET	2	EACH	\$2,600.00	\$5,000.00	\$4,000.00	\$8,000.00	\$3,808.00	\$7,616.00
25	FWR1 8	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	2	EACH	\$900.00	\$1,800.00	\$950.00	\$1,900.00	\$880.00	\$1,760.00
26	44000 LINE	CASTING, ADJUST TO GRADE	9	EACH	\$400.00	\$3,600.00	\$750.00	\$6,750.00	\$275.00	\$2,475.00
27	FWR0 1	MAINTENANCE OF TRAFFIC	1	LS	\$23,810.97	\$23,810.97	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00
28	06845 LINE	CONSTRUCTION ENGINEERING	1	LS	\$1,544.67	\$1,544.67	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
29	09367 LINE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	8	EACH	\$350.00	\$2,800.00	\$500.00	\$4,000.00	\$390.00	\$3,120.00
30	01001 LINE	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1,930.84	\$1,930.84	\$17,500.00	\$17,500.00	\$21,702.00	\$21,702.00
31	02240 LINE B	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	500	SYS	\$11.50	\$5,750.00	\$12.50	\$6,250.00	\$12.50	\$6,250.00
32	93615 LINE B	CONCRETE, REMOVE	10	SYS	\$14.25	\$142.50	\$15.00	\$150.00	\$16.00	\$160.00
33	11796 LINE B	GEOGRID, TYPE 1B (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	75	SYS	\$10.75	\$806.25	\$6.00	\$450.00	\$13.00	\$975.00
34	FWR0 3	COMPACTED AGGREGATE NO. 53	200	TON	\$27.00	\$5,400.00	\$32.00	\$6,400.00	\$30.00	\$6,000.00
35	FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	500	SYS	\$36.00	\$18,000.00	\$39.00	\$19,500.00	\$53.00	\$26,500.00
36	FWR0 1	EXPANSION JOINT WITH LOAD TRANSFER	27	LFT	\$14.00	\$378.00	\$20.00	\$540.00	\$14.00	\$378.00
37	06070 LINE B	SIDEWALK, CONCRETE	10	SYS	\$45.00	\$450.00	\$48.00	\$480.00	\$77.50	\$775.00
38	FWR0 1	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	200	SYS	\$3.75	\$750.00	\$4.50	\$900.00	\$4.00	\$800.00
39	FWR1 9	TOPSOIL	16	TON	\$40.00	\$640.00	\$50.00	\$800.00	\$45.00	\$720.00
40	FWR LINE B	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	350	LFT	\$10.00	\$3,500.00	\$10.00	\$3,500.00	\$13.00	\$4,550.00
41	FWR0 1	MAINTENANCE OF TRAFFIC	1	LS	\$1,544.67	\$1,544.67	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00
42	06845 LINE	CONSTRUCTION ENGINEERING	1	LS	\$11,352.42	\$11,352.42	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
43	09367 LINE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	20	EACH	\$350.00	\$7,000.00	\$500.00	\$10,000.00	\$390.00	\$7,800.00
44	01001 LINE	MOBILIZATION AND DEMOBILIZATION	1	LS	\$14,190.53	\$14,190.53	\$17,500.00	\$17,500.00	\$21,702.00	\$21,702.00
45	02240 LINE	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	3300	SYS	\$11.50	\$37,950.00	\$12.50	\$41,250.00	\$12.50	\$41,250.00
46	93615 LINE	CONCRETE, REMOVE	150	SYS	\$14.25	\$2,137.50	\$15.00	\$2,250.00	\$16.00	\$2,400.00
47	02000 LINE	EXCAVATION, COMMON (UNDISTRIBUTED)	5	CYS	\$40.00	\$200.00	\$100.00	\$500.00	\$43.80	\$219.00
48	06933 LINE	TEMPORARY INLET PROTECTION	5	EACH	\$60.00	\$300.00	\$25.00	\$125.00	\$60.00	\$300.00
49	11796 LINE	GEOGRID, TYPE 1B (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	1500	SYS	\$10.75	\$16,125.00	\$8.00	\$9,000.00	\$13.00	\$19,500.00
50	FWR0 3	COMPACTED AGGREGATE NO. 53	1700	TON	\$27.00	\$45,900.00	\$32.00	\$54,400.00	\$30.00	\$51,000.00
51	FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	3300	SYS	\$36.00	\$118,800.00	\$39.00	\$128,700.00	\$53.00	\$174,900.00
52	FWR0 1	EXPANSION JOINT WITH LOAD TRANSFER	162	LFT	\$14.00	\$2,268.00	\$20.00	\$3,240.00	\$14.00	\$2,268.00
53	06070 LINE	SIDEWALK, CONCRETE	105	SYS	\$45.00	\$4,725.00	\$48.00	\$5,040.00	\$77.50	\$8,137.50

54	08086 LINE	CURB RAMP, CONCRETE	15	SYS	\$135.00	\$2,025.00	\$135.00	\$2,025.00	\$156.50	\$2,347.50
55	FWR0 1	DETECTABLE WARNING SURFACES	2	EACH	\$250.00	\$500.00	\$450.00	\$900.00	\$315.00	\$630.00
56	08446 LINE	PCCP FOR APPROACHES, 6 IN.	30	SYS	\$60.00	\$1,800.00	\$58.00	\$1,740.00	\$90.00	\$2,700.00
57	FWRX X	MAIL BOX ASSEMBLY, RESET DOUBLE +	4	EACH	\$100.00	\$400.00	\$50.00	\$200.00	\$300.00	\$1,200.00
58	FWR0 1	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	1000	SYS	\$3.75	\$3,750.00	\$4.50	\$4,500.00	\$4.00	\$4,000.00
59	FWR1 9	TOPSOIL	92	TON	\$40.00	\$3,680.00	\$50.00	\$4,600.00	\$45.00	\$4,140.00
60	FWR0 7	PIPE - 12" RCP, CLASS III	75	LFT	\$90.00	\$6,750.00	\$150.00	\$11,250.00	\$156.00	\$11,700.00
61	FWR LINE	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	2050	LFT	\$10.00	\$20,500.00	\$10.00	\$20,500.00	\$13.00	\$26,650.00
62	94530 LINE	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	1	EACH	\$200.00	\$200.00	\$250.00	\$250.00	\$250.00	\$250.00
63	FWR0 8	INLET - 2' X 3' INLET	2	EACH	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$4,700.00	\$9,400.00
64	FWR1 8	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	2	EACH	\$900.00	\$1,800.00	\$950.00	\$1,900.00	\$780.00	\$1,560.00
65	44000 LINE	CASTING, ADJUST TO GRADE	5	EACH	\$400.00	\$2,000.00	\$750.00	\$3,750.00	\$275.00	\$1,375.00
66	FWR0 1	MAINTENANCE OF TRAFFIC	1	LS	\$11,352.42	\$11,352.42	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00
67	06845 LINE D	CONSTRUCTION ENGINEERING	1	LS	\$5,417.59	\$5,417.59	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
68	09367 LINE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	14	EACH	\$350.00	\$4,900.00	\$500.00	\$7,000.00	\$390.00	\$5,460.00
69	01001 LINE D	MOBILIZATION AND DEMOBILIZATION	1	LS	\$6,771.99	\$6,771.99	\$17,500.00	\$17,500.00	\$21,702.00	\$21,702.00
70	02240 LINE D	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	1450	SYS	\$11.50	\$16,675.00	\$12.50	\$18,125.00	\$12.50	\$18,125.00
71	93615 LINE D	CONCRETE, REMOVE	125	SYS	\$14.25	\$1,781.25	\$15.00	\$1,875.00	\$16.00	\$2,000.00
72	06933 LINE D	TEMPORARY INLET PROTECTION GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	1	EACH	\$60.00	\$60.00	\$25.00	\$25.00	\$60.00	\$60.00
73	11796 LINE D	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	750	SYS	\$10.75	\$8,062.50	\$8.00	\$4,500.00	\$13.00	\$9,750.00
74	FWR0 3	COMPACTED AGGREGATE NO. 53	950	TON	\$27.00	\$25,650.00	\$32.00	\$30,400.00	\$30.00	\$28,500.00
75	FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	1450	SYS	\$36.00	\$52,200.00	\$39.00	\$56,550.00	\$53.00	\$76,850.00
76	FWR0 1	EXPANSION JOINT WITH LOAD TRANSFER	54	LFT	\$14.00	\$756.00	\$20.00	\$1,080.00	\$14.00	\$756.00
77	06070 LINE D	SIDEWALK, CONCRETE	75	SYS	\$45.00	\$3,375.00	\$48.00	\$3,600.00	\$77.50	\$5,812.50
78	08086 LINE D	CURB RAMP, CONCRETE	25	SYS	\$135.00	\$3,375.00	\$135.00	\$3,375.00	\$156.50	\$3,912.50
79	FWR0 1	DETECTABLE WARNING SURFACES	2	EACH	\$250.00	\$500.00	\$450.00	\$900.00	\$315.00	\$630.00
80	08446 LINE D	PCCP FOR APPROACHES, 6 IN.	25	SYS	\$60.00	\$1,500.00	\$58.00	\$1,450.00	\$90.00	\$2,250.00
81	FWRX X	MAIL BOX ASSEMBLY, RESET DOUBLE +	3	EACH	\$100.00	\$300.00	\$50.00	\$150.00	\$300.00	\$900.00
82	FWR0 1	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	500	SYS	\$3.75	\$1,875.00	\$4.50	\$2,250.00	\$4.00	\$2,000.00
83	FWR1 9	TOPSOIL	42	TON	\$40.00	\$1,680.00	\$50.00	\$2,100.00	\$45.00	\$1,890.00
84	FWR LINE D	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	900	LFT	\$10.00	\$9,000.00	\$10.00	\$9,000.00	\$13.00	\$11,700.00
85	FWR0 3	INLET - PRECAST 30" ROUND INLET	1	EACH	\$2,600.00	\$2,600.00	\$4,000.00	\$4,000.00	\$3,758.00	\$3,758.00
86	FWR1 7	CASTING - 2' X 2' CURB & GUTTER CASTING & ADJUST TO GRADE	1	EACH	\$750.00	\$750.00	\$750.00	\$750.00	\$880.00	\$880.00
87	44000 LINE D	CASTING, ADJUST TO GRADE	1	EACH	\$400.00	\$400.00	\$750.00	\$750.00	\$250.00	\$250.00
88	FWR0 1	MAINTENANCE OF TRAFFIC	1	LS	\$5,417.59	\$5,417.59	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00
89	06845 LINE E	CONSTRUCTION ENGINEERING	1	LS	\$6,720.44	\$6,720.44	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
90	09367 LINE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	16	EACH	\$350.00	\$5,600.00	\$500.00	\$8,000.00	\$390.00	\$6,240.00
91	01001 LINE E	MOBILIZATION AND DEMOBILIZATION	1	LS	\$8,400.55	\$8,400.55	\$17,500.00	\$17,500.00	\$21,702.00	\$21,702.00
92	02240 LINE E	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	1800	SYS	\$11.50	\$20,700.00	\$12.50	\$22,500.00	\$12.50	\$22,500.00
93	93615 LINE E	CONCRETE, REMOVE	160	SYS	\$14.25	\$2,280.00	\$15.00	\$2,400.00	\$16.00	\$2,560.00
94	02000 LINE E	EXCAVATION, COMMON (UNDISTRIBUTED)	10	CYS	\$40.00	\$400.00	\$100.00	\$1,000.00	\$43.80	\$438.00
95	06933 LINE E	TEMPORARY INLET PROTECTION GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	1	EACH	\$60.00	\$60.00	\$25.00	\$25.00	\$60.00	\$60.00
96	11796 LINE E	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	750	SYS	\$10.75	\$8,062.50	\$8.00	\$4,500.00	\$13.00	\$9,750.00
97	FWR0 3	COMPACTED AGGREGATE NO. 53	950	TON	\$27.00	\$25,650.00	\$32.00	\$30,400.00	\$30.00	\$28,500.00
98	FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	1800	SYS	\$36.00	\$64,800.00	\$39.00	\$70,200.00	\$53.00	\$95,400.00
99	FWR0 1	EXPANSION JOINT WITH LOAD TRANSFER	54	LFT	\$14.00	\$756.00	\$20.00	\$1,080.00	\$14.00	\$756.00
100	06070 LINE E	SIDEWALK, CONCRETE	75	SYS	\$45.00	\$3,375.00	\$48.00	\$3,600.00	\$77.50	\$5,812.50
101	08086 LINE E	CURB RAMP, CONCRETE	35	SYS	\$135.00	\$4,725.00	\$135.00	\$4,725.00	\$156.50	\$5,477.50
102	FWR0 1	DETECTABLE WARNING SURFACES	4	EACH	\$250.00	\$1,000.00	\$450.00	\$1,800.00	\$315.00	\$1,260.00
103	08446 LINE E	PCCP FOR APPROACHES, 6 IN.	60	SYS	\$60.00	\$3,000.00	\$58.00	\$2,900.00	\$90.00	\$4,500.00
104	FWRX X	MAIL BOX ASSEMBLY, RESET DOUBLE +	4	EACH	\$100.00	\$400.00	\$50.00	\$200.00	\$300.00	\$1,200.00
105	FWR0 1	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	550	SYS	\$3.75	\$2,062.50	\$4.50	\$2,475.00	\$4.00	\$2,200.00
106	FWR1 9	TOPSOIL	51	TON	\$40.00	\$2,040.00	\$50.00	\$2,550.00	\$45.00	\$2,295.00
107	FWR0 2	PIPE - 12" PVC	10	LFT	\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$210.80	\$2,108.00
108	FWR LINE E	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	1150	LFT	\$10.00	\$11,500.00	\$10.00	\$11,500.00	\$11.93	\$13,719.50
109	94530 LINE E	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	3	EACH	\$200.00	\$600.00	\$250.00	\$750.00	\$250.00	\$750.00
110	FWR0 3	INLET - PRECAST 30" ROUND INLET	2	EACH	\$2,600.00	\$5,200.00	\$4,000.00	\$8,000.00	\$5,840.00	\$11,680.00
111	FWR0 8	INLET - 2' X 3' INLET	1	EACH	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$5,840.00	\$5,840.00
112	FWR1 0	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	1	EACH	\$650.00	\$650.00	\$750.00	\$750.00	\$780.00	\$780.00

113	FWR1 7	CASTING - 2' X 2' CURB & GUTTER CASTING & ADJUST TO GRADE	1	EACH	\$750.00	\$750.00	\$750.00	\$750.00	\$880.00	\$880.00
114	44000 LINE F	CASTING, ADJUST TO GRADE	1	EACH	\$400.00	\$400.00	\$750.00	\$750.00	\$250.00	\$250.00
115	FWR0 1	MAINTENANCE OF TRAFFIC	1	LS	\$6,720.44	\$6,720.44	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00
116	06845 LINE F	CONSTRUCTION ENGINEERING	1	LS	\$28,904.95	\$28,904.95	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
117	09367 LINE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	50	EACH	\$350.00	\$17,500.00	\$500.00	\$25,000.00	\$390.00	\$19,500.00
118	01001 LINE F	MOBILIZATION AND DEMOBILIZATION	1	LS	\$36,131.19	\$36,131.19	\$17,500.00	\$17,500.00	\$21,702.00	\$21,702.00
119	02240 LINE F	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	8500	SYS	\$11.50	\$97,750.00	\$12.50	\$106,250.00	\$12.50	\$106,250.00
120	93615 LINE F	CONCRETE, REMOVE	575	SYS	\$14.25	\$8,193.75	\$15.00	\$8,625.00	\$16.00	\$9,200.00
121	02000 LINE F	EXCAVATION, COMMON (UNDISTRIBUTED)	10	CYS	\$40.00	\$400.00	\$100.00	\$1,000.00	\$43.80	\$438.00
122	06933 LINE F	TEMPORARY INLET PROTECTION	8	EACH	\$60.00	\$480.00	\$25.00	\$200.00	\$60.00	\$480.00
123	11796 LINE F	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	4000	SYS	\$10.75	\$43,000.00	\$6.00	\$24,000.00	\$13.00	\$52,000.00
124	FWR0 3	COMPACTED AGGREGATE NO. 53	4000	TON	\$27.00	\$108,000.00	\$32.00	\$128,000.00	\$30.00	\$120,000.00
125	FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	8500	SYS	\$36.00	\$306,000.00	\$39.00	\$331,500.00	\$53.00	\$450,500.00
126	FWR0 1	EXPANSION JOINT WITH LOAD TRANSFER	243	LFT	\$14.00	\$3,402.00	\$20.00	\$4,860.00	\$14.00	\$3,402.00
127	06070 LINE F	SIDEWALK, CONCRETE	415	SYS	\$45.00	\$18,675.00	\$48.00	\$19,920.00	\$77.50	\$32,162.50
128	08086 LINE F	CURB RAMP, CONCRETE	70	SYS	\$135.00	\$9,450.00	\$135.00	\$9,450.00	\$156.50	\$10,955.00
129	FWR0 1	DETECTABLE WARNING SURFACES	14	EACH	\$250.00	\$3,500.00	\$450.00	\$6,300.00	\$315.00	\$4,410.00
130	02278 LINE F	CURB, REMOVE (ALL TYPES)	36	LFT	\$18.00	\$648.00	\$100.00	\$3,600.00	\$16.10	\$579.60
131	08446 LINE F	PCCP FOR APPROACHES, 6 IN.	90	SYS	\$60.00	\$5,400.00	\$58.00	\$5,220.00	\$90.00	\$8,100.00
132	FWRX X	MAILBOX ASSEMBLY, RESET DOUBLE + HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	11	EACH	\$100.00	\$1,100.00	\$50.00	\$550.00	\$300.00	\$3,300.00
133	FWR0 1		2900	SYS	\$3.75	\$10,875.00	\$4.50	\$13,050.00	\$4.00	\$11,600.00
134	FWR1 9	TOPSOIL	235	TON	\$40.00	\$9,400.00	\$50.00	\$11,750.00	\$45.00	\$10,575.00
135	FWR0 2	PIPE - 12" PVC	10	LFT	\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$210.80	\$2,108.00
136	FWR0 7	PIPE - 12" RCP, CLASS III	50	LFT	\$90.00	\$4,500.00	\$150.00	\$7,500.00	\$154.00	\$7,700.00
137	FWR LINE F	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	4675	LFT	\$10.00	\$46,750.00	\$10.00	\$46,750.00	\$13.00	\$60,775.00
138	94530 LINE F	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	2	EACH	\$200.00	\$400.00	\$250.00	\$500.00	\$250.00	\$500.00
139	FWR0 1	MANHOLE - 48" STORM	2	EACH	\$4,000.00	\$8,000.00	\$7,500.00	\$15,000.00	\$8,520.00	\$17,040.00
140	FWR0 9	INLET - 2' X 3' INLET	4	EACH	\$2,500.00	\$10,000.00	\$4,000.00	\$16,000.00	\$6,620.00	\$26,480.00
141	FWR1 0	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	2	EACH	\$650.00	\$1,300.00	\$750.00	\$1,500.00	\$780.00	\$1,560.00
142	FWR1 8	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	4	EACH	\$900.00	\$3,600.00	\$950.00	\$3,800.00	\$930.00	\$3,720.00
143	44000 LINE F	CASTING, ADJUST TO GRADE	7	EACH	\$400.00	\$2,800.00	\$750.00	\$5,250.00	\$320.00	\$2,240.00
144	FWR0 1	MAINTENANCE OF TRAFFIC	1	LS	\$28,904.95	\$28,904.95	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00
145	06845 LINE G	CONSTRUCTION ENGINEERING	1	LS	\$1,310.22	\$1,310.22	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
146	09367 LINE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	6	EACH	\$350.00	\$2,100.00	\$500.00	\$3,000.00	\$390.00	\$2,340.00
147	01001 LINE G	MOBILIZATION AND DEMOBILIZATION	1	LS	\$1,637.78	\$1,637.78	\$17,500.00	\$17,500.00	\$21,702.00	\$21,702.00
148	02240 LINE G	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	380	SYS	\$11.50	\$4,370.00	\$12.50	\$4,750.00	\$12.50	\$4,750.00
149	11796 LINE G	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	200	SYS	\$10.75	\$2,150.00	\$6.00	\$1,200.00	\$13.00	\$2,600.00
150	FWR0 3	COMPACTED AGGREGATE NO. 53	245	TON	\$27.00	\$6,615.00	\$32.00	\$7,840.00	\$30.00	\$7,350.00
151	FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	380	SYS	\$36.00	\$13,680.00	\$39.00	\$14,820.00	\$53.00	\$20,140.00
152	FWR0 1	EXPANSION JOINT WITH LOAD TRANSFER	27	LFT	\$14.00	\$378.00	\$20.00	\$540.00	\$14.00	\$378.00
153	FWR0 1	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	150	SYS	\$3.75	\$562.50	\$4.50	\$675.00	\$4.00	\$600.00
154	FWR1 9	TOPSOIL	10	TON	\$40.00	\$400.00	\$50.00	\$500.00	\$45.00	\$450.00
155	FWR LINE G	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	250	LFT	\$10.00	\$2,500.00	\$10.00	\$2,500.00	\$13.00	\$3,250.00
156	FWR0 1	MAINTENANCE OF TRAFFIC	1	LS	\$1,310.22	\$1,310.22	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00
157	06845 LINE H	CONSTRUCTION ENGINEERING	1	LS	\$8,204.54	\$8,204.54	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
158	09367 LINE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	20	EACH	\$350.00	\$7,000.00	\$500.00	\$10,000.00	\$390.00	\$7,800.00
159	01001 LINE H	MOBILIZATION AND DEMOBILIZATION	1	LS	\$10,255.68	\$10,255.68	\$17,500.00	\$17,500.00	\$21,302.00	\$21,302.00
160	02240 LINE H	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	2475	SYS	\$11.50	\$28,462.50	\$12.50	\$30,937.50	\$12.50	\$30,937.50
161	93615 LINE H	CONCRETE, REMOVE	220	SYS	\$14.25	\$3,135.00	\$15.00	\$3,300.00	\$16.00	\$3,520.00
162	06933 LINE H	TEMPORARY INLET PROTECTION	1	EACH	\$60.00	\$60.00	\$25.00	\$25.00	\$60.00	\$60.00
163	11796 LINE H	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	800	SYS	\$10.75	\$8,600.00	\$6.00	\$4,800.00	\$13.01	\$10,408.00
164	FWR0 3	COMPACTED AGGREGATE NO. 53	1275	TON	\$27.00	\$34,425.00	\$32.00	\$40,800.00	\$30.50	\$38,887.50
165	FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	2475	SYS	\$36.00	\$89,100.00	\$39.00	\$96,525.00	\$53.00	\$131,175.00
166	FWR0 1	EXPANSION JOINT WITH LOAD TRANSFER	54	LFT	\$14.00	\$756.00	\$20.00	\$1,080.00	\$14.00	\$756.00
167	06070 LINE H	SIDEWALK, CONCRETE	175	SYS	\$45.00	\$7,875.00	\$48.00	\$8,400.00	\$77.50	\$13,562.50
168	08086 LINE H	CURB RAMP, CONCRETE	10	SYS	\$135.00	\$1,350.00	\$135.00	\$1,350.00	\$156.50	\$1,565.00
169	FWR0 1	DETECTABLE WARNING SURFACES	1	EACH	\$250.00	\$250.00	\$450.00	\$450.00	\$315.00	\$315.00
170	08446 LINE H	PCCP FOR APPROACHES, 6 IN.	35	SYS	\$60.00	\$2,100.00	\$58.00	\$2,030.00	\$90.00	\$3,150.00
171	FWRX X	MAILBOX ASSEMBLY, RESET DOUBLE +	4	EACH	\$100.00	\$400.00	\$50.00	\$200.00	\$300.00	\$1,200.00

172	FWR0 1	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	800	SYS	\$3.75	\$3,000.00	\$4.50	\$3,600.00	\$4.00	\$3,200.00
173	FWR1 9	TOPSOIL	75	TON	\$40.00	\$3,000.00	\$50.00	\$3,750.00	\$45.00	\$3,375.00
174	FWR LINE H 94530	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	1500	LFT	\$10.00	\$15,000.00	\$10.00	\$15,000.00	\$13.00	\$19,500.00
175	LINE H 44000	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	1	EACH	\$200.00	\$200.00	\$250.00	\$250.00	\$250.00	\$250.00
176	LINE H FWR0 1	CASTING, ADJUST TO GRADE	1	EACH	\$400.00	\$400.00	\$750.00	\$750.00	\$250.00	\$250.00
177	06845 LINE I 09367	MAINTENANCE OF TRAFFIC	1	LS	\$8,204.54	\$8,204.54	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00
178	LINE I 01001	CONSTRUCTION ENGINEERING	1	LS	\$7,837.04	\$7,837.04	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
179	LINE I 02240	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	20	EACH	\$350.00	\$7,000.00	\$450.00	\$9,000.00	\$390.00	\$7,800.00
180	LINE I 93615	MOBILIZATION AND DEMOBILIZATION	1	LS	\$9,796.30	\$9,796.30	\$17,500.00	\$17,500.00	\$21,702.00	\$21,702.00
181	LINE I 06933	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	2150	SYS	\$11.50	\$24,725.00	\$12.50	\$26,875.00	\$12.50	\$26,875.00
182	LINE I 11786	CONCRETE, REMOVE	205	SYS	\$14.25	\$2,921.25	\$15.00	\$3,075.00	\$16.00	\$3,280.00
183	LINE I 11786	TEMPORARY INLET PROTECTION	3	EACH	\$60.00	\$180.00	\$25.00	\$75.00	\$60.00	\$180.00
184	LINE I FWR0 3	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	750	SYS	\$10.75	\$8,062.50	\$6.00	\$4,500.00	\$13.00	\$9,750.00
185	LINE I FWR0 1	COMPACTED AGGREGATE NO. 53	1175	TON	\$27.00	\$31,725.00	\$32.00	\$37,600.00	\$30.00	\$35,250.00
186	LINE I FWR0 1	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	2150	SYS	\$36.00	\$77,400.00	\$38.00	\$83,850.00	\$53.00	\$113,950.00
187	LINE I 06070	EXPANSION JOINT WITH LOAD TRANSFER	54	LFT	\$14.00	\$756.00	\$20.00	\$1,080.00	\$14.00	\$756.00
188	LINE I 08086	SIDEWALK, CONCRETE	100	SYS	\$45.00	\$4,500.00	\$48.00	\$4,800.00	\$77.49	\$7,749.00
189	LINE I FWR0 1	CURB RAMP, CONCRETE	15	SYS	\$135.00	\$2,025.00	\$135.00	\$2,025.00	\$156.50	\$2,347.50
190	LINE I 08446	DETECTABLE WARNING SURFACES	2	EACH	\$250.00	\$500.00	\$450.00	\$900.00	\$316.93	\$633.86
191	LINE I FWRX X	PCCP FOR APPROACHES, 6 IN.	90	SYS	\$60.00	\$5,400.00	\$58.00	\$5,220.00	\$90.00	\$8,100.00
192	LINE I FWR0 1	MAILBOX ASSEMBLY, RESET DOUBLE + HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	4	EACH	\$100.00	\$400.00	\$50.00	\$200.00	\$300.00	\$1,200.00
193	LINE I FWR1 9	TOPSOIL	675	SYS	\$3.75	\$2,531.25	\$4.50	\$3,037.50	\$4.00	\$2,700.00
194	LINE I FWR0 2	PIPE - 12" PVC	60	TON	\$40.00	\$2,400.00	\$50.00	\$3,000.00	\$45.00	\$2,700.00
195	LINE I FWR0 7	PIPE - 12" RCP, CLASS III	35	LFT	\$90.00	\$3,150.00	\$150.00	\$5,250.00	\$154.00	\$5,390.00
196	LINE I FWR LINE I 94530	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	1300	LFT	\$10.00	\$13,000.00	\$10.00	\$13,000.00	\$13.00	\$16,900.00
197	LINE I FWR0 8	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	1	EACH	\$200.00	\$200.00	\$250.00	\$250.00	\$250.00	\$250.00
198	LINE I FWR1 0	INLET - 2' X 3' INLET	2	EACH	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$4,395.00	\$8,790.00
199	LINE I FWR1 8	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	1	EACH	\$650.00	\$650.00	\$750.00	\$750.00	\$880.00	\$880.00
200	LINE I FWR0 1	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	2	EACH	\$900.00	\$1,800.00	\$950.00	\$1,900.00	\$880.00	\$1,760.00
201	LINE I FWR0 1	CASTING, ADJUST TO GRADE	1	EACH	\$400.00	\$400.00	\$750.00	\$750.00	\$250.00	\$250.00
202	LINE I 04299	MAINTENANCE OF TRAFFIC	1	LS	\$7,837.04	\$7,837.04	\$20,500.00	\$20,500.00	\$3,917.00	\$3,917.00
203	LINE A	FORCE ACCOUNT WORK/WORK ALLOWANCE	120000	DOLLARS	\$1.00	\$120,000.00	\$1.00	\$120,000.00	\$1.00	\$120,000.00



Notice of Award

Project: Winterfield Community Concrete Street Repairs

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0513C

Bidder: Hipkind Concrete Corp

Bidder's Address: 5502 Mason Dr

Fort Wayne, IN 46809

You are notified that your Bid dated 2/17/2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Winterfield Community Concrete Street Repairs

Improve the Winterfield Community Association neighborhood by removal and replacement of deteriorated concrete streets. Also, sidewalks and drive approaches will be reconstructed on an as necessary basis and new ADA compliant curb ramps will be constructed. New storm sewer infrastructure as well as subsurface drainage will be installed and adjustment of existing castings. Finally, restoration of disturbed areas.

The Contract Price of your Contract is \$3,157,852.50.

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**

A blue ink signature of Shan Gunawardena, written in a cursive style.

Shan Gunawardena, Chair

A blue ink signature of Kumar Menon, written in a cursive style.

Kumar Menon, Member

A blue ink signature of Chris Guerrero, written in a cursive style.

Chris Guerrero, Member

ATTEST:

A blue ink signature of Michelle Fulk-Vondran, written in a cursive style.

Michelle Fulk-Vondran, Clerk

Date: 2.22.22

cc: Project Manager

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

RESOLUTION/WORK ORDER # **0513C**

This Agreement is by and between the City of Fort Wayne – Board of Public Works (“Owner”) and **HIPSKIND CONCRETE CORP** (“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: **Improve the Winterfield Community Association neighborhood by removal and replacement of deteriorated concrete streets. Also, sidewalks and drive approaches will be reconstructed on an as necessary basis and new ADA compliant curb ramps will be constructed. New storm sewer infrastructure as well as subsurface drainage will be installed and adjustment of existing castings. Finally, restoration of disturbed areas.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Winterfield Community Concrete Street Repairs**

ARTICLE 3—ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by **Public Works 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 **12/9/2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **12/16/2022.**

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **Contractor shall work with utility companies that need to relocate due to infrastructure location conflicts.**
 2. Milestone 2 **[N/A]**
 3. Milestone 3 **[N/A]**

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 **\$3,157,852.50.**

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).
 1. 6. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: **Winterfield Community Concrete Street Reconstruction.**
 7. Addenda (numbers [N/A] to [N/A], 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 ____ 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, 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 **0513C**).

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

CONTRACTOR

OWNER

HIPSKIND CONCRETE CORP

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

Address for giving notices:

BY: _____
KUMAR MENON, MEMBER

BY: _____
CHRIS GUERRERO, MEMBER

ATTEST: _____
MICHELLE FULK-VONDRAN, CLERK

DATE: _____
(Date signed by Board)

0513C - Winterfield Concrete Street Repairs (#8113473)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

02/17/2022 02:00 PM EST

Section TR: Line Item			UoM	Quantity	Unit Price	Extension
Insert Project Name						\$3,037,852.50
1	LINE A - WINTERFIELD	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00
2	LINE A - WINTERFIELD	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	54	\$500.00	\$27,000.00
3	LINE A - WINTERFIELD	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
4	LINE A - WINTERFIELD	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	7075	\$12.50	\$88,437.50
5	LINE A - WINTERFIELD	CONCRETE, REMOVE	SYS	495	\$15.00	\$7,425.00
6	LINE A - WINTERFIELD	EXCAVATION, COMMON (UNDISTRIBUTED)	CYS	10	\$100.00	\$1,000.00
7	LINE A - WINTERFIELD	TEMPORARY INLET PROTECTION	EACH	9	\$25.00	\$225.00
8	LINE A - WINTERFIELD	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	3000	\$6.00	\$18,000.00
9	LINE A - WINTERFIELD	COMPACTED AGGREGATE NO. 53	TON	3250	\$32.00	\$104,000.00
10	LINE A - WINTERFIELD	HMA PATCHING, TYPE B	TON	12	\$250.00	\$3,000.00
11	LINE A - WINTERFIELD	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	7075	\$39.00	\$275,925.00
12	LINE A - WINTERFIELD	EXPANSION JOINT WITH LOAD TRANSFER	LFT	162	\$20.00	\$3,240.00
13	LINE A - WINTERFIELD	SIDEWALK, CONCRETE	SYS	380	\$48.00	\$18,240.00
14	LINE A - WINTERFIELD	CURB RAMP, CONCRETE	SYS	40	\$135.00	\$5,400.00
15	LINE A - WINTERFIELD	DETECTABLE WARNING SURFACES	EACH	9	\$450.00	\$4,050.00
16	LINE A - WINTERFIELD	PCCP FOR APPROACHES, 6 IN.	SYS	75	\$58.00	\$4,350.00
17	LINE A - WINTERFIELD	MAILBOX ASSEMBLY, RESET DOUBLE +	EACH	11	\$50.00	\$550.00
18	LINE A - WINTERFIELD	PERMANENT BOLLARD	EACH	1	\$3,000.00	\$3,000.00
19	LINE A - WINTERFIELD	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	2500	\$4.50	\$11,250.00
20	LINE A - WINTERFIELD	TOPSOIL	TON	230	\$50.00	\$11,500.00
21	LINE A - WINTERFIELD	PIPE - 12" PVC	LFT	10	\$500.00	\$5,000.00
22	LINE A - WINTERFIELD	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	4600	\$10.00	\$46,000.00
23	LINE A - WINTERFIELD	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	EACH	2	\$250.00	\$500.00
24	LINE A - WINTERFIELD	INLET - 2' X 3' INLET	EACH	2	\$4,000.00	\$8,000.00
25	LINE A - WINTERFIELD	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	2	\$950.00	\$1,900.00
26	LINE A - WINTERFIELD	CASTING, ADJUST TO GRADE	EACH	9	\$750.00	\$6,750.00
27	LINE A - WINTERFIELD	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
28	LINE B - WILLOW GROVE	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00
29	LINE B - WILLOW GROVE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	8	\$500.00	\$4,000.00
30	LINE B - WILLOW GROVE	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
31	LINE B - WILLOW GROVE	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	500	\$12.50	\$6,250.00
32	LINE B - WILLOW GROVE	CONCRETE, REMOVE	SYS	10	\$15.00	\$150.00
33	LINE B - WILLOW GROVE	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	75	\$6.00	\$450.00
34	LINE B - WILLOW GROVE	COMPACTED AGGREGATE NO. 53	TON	200	\$32.00	\$6,400.00
35	LINE B - WILLOW GROVE	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	500	\$39.00	\$19,500.00
36	LINE B - WILLOW GROVE	EXPANSION JOINT WITH LOAD TRANSFER	LFT	27	\$20.00	\$540.00
37	LINE B - WILLOW GROVE	SIDEWALK, CONCRETE	SYS	10	\$48.00	\$480.00
38	LINE B - WILLOW GROVE	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	200	\$4.50	\$900.00
39	LINE B - WILLOW GROVE	TOPSOIL	TON	16	\$50.00	\$800.00
40	LINE B - WILLOW GROVE	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	350	\$10.00	\$3,500.00
41	LINE B - WILLOW GROVE	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
42	LINE C - DAWNSFORD	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00
43	LINE C - DAWNSFORD	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	20	\$500.00	\$10,000.00
44	LINE C - DAWNSFORD	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
45	LINE C - DAWNSFORD	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	3300	\$12.50	\$41,250.00
46	LINE C - DAWNSFORD	CONCRETE, REMOVE	SYS	150	\$15.00	\$2,250.00
47	LINE C - DAWNSFORD	EXCAVATION, COMMON (UNDISTRIBUTED)	CYS	5	\$100.00	\$500.00
48	LINE C - DAWNSFORD	TEMPORARY INLET PROTECTION	EACH	5	\$25.00	\$125.00
49	LINE C - DAWNSFORD	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	1500	\$6.00	\$9,000.00
50	LINE C - DAWNSFORD	COMPACTED AGGREGATE NO. 53	TON	1700	\$32.00	\$54,400.00
51	LINE C - DAWNSFORD	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	3300	\$39.00	\$128,700.00
52	LINE C - DAWNSFORD	EXPANSION JOINT WITH LOAD TRANSFER	LFT	162	\$20.00	\$3,240.00
53	LINE C - DAWNSFORD	SIDEWALK, CONCRETE	SYS	105	\$48.00	\$5,040.00
54	LINE C - DAWNSFORD	CURB RAMP, CONCRETE	SYS	15	\$135.00	\$2,025.00
55	LINE C - DAWNSFORD	DETECTABLE WARNING SURFACES	EACH	2	\$450.00	\$900.00
56	LINE C - DAWNSFORD	PCCP FOR APPROACHES, 6 IN.	SYS	30	\$58.00	\$1,740.00
57	LINE C - DAWNSFORD	MAILBOX ASSEMBLY, RESET DOUBLE +	EACH	4	\$50.00	\$200.00
58	LINE C - DAWNSFORD	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	1000	\$4.50	\$4,500.00
59	LINE C - DAWNSFORD	TOPSOIL	TON	92	\$50.00	\$4,600.00
60	LINE C - DAWNSFORD	PIPE - 12" RCP, CLASS III	LFT	75	\$150.00	\$11,250.00
61	LINE C - DAWNSFORD	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	2050	\$10.00	\$20,500.00
62	LINE C - DAWNSFORD	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	EACH	1	\$250.00	\$250.00
63	LINE C - DAWNSFORD	INLET - 2' X 3' INLET	EACH	2	\$4,000.00	\$8,000.00
64	LINE C - DAWNSFORD	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	2	\$950.00	\$1,900.00
65	LINE C - DAWNSFORD	CASTING, ADJUST TO GRADE	EACH	5	\$750.00	\$3,750.00
66	LINE C - DAWNSFORD	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
67	LINE D - RAVENSCLIFF	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00

68	LINE D - RAVENSCLIFF	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	14	\$500.00	\$7,000.00
69	LINE D - RAVENSCLIFF	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
70	LINE D - RAVENSCLIFF	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	1450	\$12.50	\$18,125.00
71	LINE D - RAVENSCLIFF	CONCRETE, REMOVE	SYS	125	\$15.00	\$1,875.00
72	LINE D - RAVENSCLIFF	TEMPORARY INLET PROTECTION	EACH	1	\$25.00	\$25.00
73	LINE D - RAVENSCLIFF	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	750	\$6.00	\$4,500.00
74	LINE D - RAVENSCLIFF	COMPACTED AGGREGATE NO. 53	TON	950	\$32.00	\$30,400.00
75	LINE D - RAVENSCLIFF	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	1450	\$39.00	\$56,550.00
76	LINE D - RAVENSCLIFF	EXPANSION JOINT WITH LOAD TRANSFER	LFT	54	\$20.00	\$1,080.00
77	LINE D - RAVENSCLIFF	SIDEWALK, CONCRETE	SYS	75	\$48.00	\$3,600.00
78	LINE D - RAVENSCLIFF	CURB RAMP, CONCRETE	SYS	25	\$135.00	\$3,375.00
79	LINE D - RAVENSCLIFF	DETECTABLE WARNING SURFACES	EACH	2	\$450.00	\$900.00
80	LINE D - RAVENSCLIFF	PCCP FOR APPROACHES, 6 IN.	SYS	25	\$58.00	\$1,450.00
81	LINE D - RAVENSCLIFF	MAILBOX ASSEMBLY, RESET DOUBLE +	EACH	3	\$50.00	\$150.00
82	LINE D - RAVENSCLIFF	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	500	\$4.50	\$2,250.00
83	LINE D - RAVENSCLIFF	TOPSOIL	TON	42	\$50.00	\$2,100.00
84	LINE D - RAVENSCLIFF	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	900	\$10.00	\$9,000.00
85	LINE D - RAVENSCLIFF	INLET - PRECAST 30" ROUND INLET	EACH	1	\$4,000.00	\$4,000.00
86	LINE D - RAVENSCLIFF	CASTING - 2' X 2' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	1	\$750.00	\$750.00
87	LINE D - RAVENSCLIFF	CASTING, ADJUST TO GRADE	EACH	1	\$750.00	\$750.00
88	LINE D - RAVENSCLIFF	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
89	LINE E - THORNBURY	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00
90	LINE E - THORNBURY	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	16	\$500.00	\$8,000.00
91	LINE E - THORNBURY	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
92	LINE E - THORNBURY	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	1800	\$12.50	\$22,500.00
93	LINE E - THORNBURY	CONCRETE, REMOVE	SYS	160	\$15.00	\$2,400.00
94	LINE E - THORNBURY	EXCAVATION, COMMON (UNDISTRIBUTED)	CYS	10	\$100.00	\$1,000.00
95	LINE E - THORNBURY	TEMPORARY INLET PROTECTION	EACH	1	\$25.00	\$25.00
96	LINE E - THORNBURY	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	750	\$6.00	\$4,500.00
97	LINE E - THORNBURY	COMPACTED AGGREGATE NO. 53	TON	950	\$32.00	\$30,400.00
98	LINE E - THORNBURY	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	1800	\$39.00	\$70,200.00
99	LINE E - THORNBURY	EXPANSION JOINT WITH LOAD TRANSFER	LFT	54	\$20.00	\$1,080.00
100	LINE E - THORNBURY	SIDEWALK, CONCRETE	SYS	75	\$48.00	\$3,600.00
101	LINE E - THORNBURY	CURB RAMP, CONCRETE	SYS	35	\$135.00	\$4,725.00
102	LINE E - THORNBURY	DETECTABLE WARNING SURFACES	EACH	4	\$450.00	\$1,800.00
103	LINE E - THORNBURY	PCCP FOR APPROACHES, 6 IN.	SYS	50	\$58.00	\$2,900.00
104	LINE E - THORNBURY	MAILBOX ASSEMBLY, RESET DOUBLE +	EACH	4	\$50.00	\$200.00
105	LINE E - THORNBURY	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	550	\$4.50	\$2,475.00
106	LINE E - THORNBURY	TOPSOIL	TON	51	\$50.00	\$2,550.00
107	LINE E - THORNBURY	PIPE - 12" PVC	LFT	10	\$500.00	\$5,000.00
108	LINE E - THORNBURY	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	1150	\$10.00	\$11,500.00
109	LINE E - THORNBURY	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	EACH	3	\$250.00	\$750.00
110	LINE E - THORNBURY	INLET - PRECAST 30" ROUND INLET	EACH	2	\$4,000.00	\$8,000.00
111	LINE E - THORNBURY	INLET - 2' X 3' INLET	EACH	1	\$4,000.00	\$4,000.00
112	LINE E - THORNBURY	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	EACH	1	\$750.00	\$750.00
113	LINE E - THORNBURY	CASTING - 2' X 2' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	1	\$750.00	\$750.00
114	LINE E - THORNBURY	CASTING, ADJUST TO GRADE	EACH	1	\$750.00	\$750.00
115	LINE E - THORNBURY	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
116	LINE F - SUMMERSWORTH	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00
117	LINE F - SUMMERSWORTH	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	50	\$500.00	\$25,000.00
118	LINE F - SUMMERSWORTH	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
119	LINE F - SUMMERSWORTH	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	8500	\$12.50	\$106,250.00
120	LINE F - SUMMERSWORTH	CONCRETE, REMOVE	SYS	575	\$15.00	\$8,625.00
121	LINE F - SUMMERSWORTH	EXCAVATION, COMMON (UNDISTRIBUTED)	CYS	10	\$100.00	\$1,000.00
122	LINE F - SUMMERSWORTH	TEMPORARY INLET PROTECTION	EACH	8	\$25.00	\$200.00
123	LINE F - SUMMERSWORTH	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	4000	\$6.00	\$24,000.00
124	LINE F - SUMMERSWORTH	COMPACTED AGGREGATE NO. 53	TON	4000	\$32.00	\$128,000.00
125	LINE F - SUMMERSWORTH	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	8500	\$39.00	\$331,500.00
126	LINE F - SUMMERSWORTH	EXPANSION JOINT WITH LOAD TRANSFER	LFT	243	\$20.00	\$4,860.00
127	LINE F - SUMMERSWORTH	SIDEWALK, CONCRETE	SYS	415	\$48.00	\$19,920.00
128	LINE F - SUMMERSWORTH	CURB RAMP, CONCRETE	SYS	70	\$135.00	\$9,450.00
129	LINE F - SUMMERSWORTH	DETECTABLE WARNING SURFACES	EACH	14	\$450.00	\$6,300.00
130	LINE F - SUMMERSWORTH	CURB, REMOVE (ALL TYPES)	LFT	36	\$100.00	\$3,600.00
131	LINE F - SUMMERSWORTH	PCCP FOR APPROACHES, 6 IN.	SYS	90	\$58.00	\$5,220.00
132	LINE F - SUMMERSWORTH	MAILBOX ASSEMBLY, RESET DOUBLE +	EACH	11	\$50.00	\$550.00
133	LINE F - SUMMERSWORTH	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	2900	\$4.50	\$13,050.00
134	LINE F - SUMMERSWORTH	TOPSOIL	TON	235	\$50.00	\$11,750.00
135	LINE F - SUMMERSWORTH	PIPE - 12" PVC	LFT	10	\$500.00	\$5,000.00
136	LINE F - SUMMERSWORTH	PIPE - 12" RCP, CLASS III	LFT	50	\$150.00	\$7,500.00
137	LINE F - SUMMERSWORTH	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	4675	\$10.00	\$46,750.00
138	LINE F - SUMMERSWORTH	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	EACH	2	\$250.00	\$500.00
139	LINE F - SUMMERSWORTH	MANHOLE - 48" STORM	EACH	2	\$7,500.00	\$15,000.00
140	LINE F - SUMMERSWORTH	INLET - 2' X 3' INLET	EACH	4	\$4,000.00	\$16,000.00

141	LINE F - SUMMERSWORTH	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	EACH	2	\$750.00	\$1,500.00
142	LINE F - SUMMERSWORTH	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	4	\$950.00	\$3,800.00
143	LINE F - SUMMERSWORTH	CASTING, ADJUST TO GRADE	EACH	7	\$750.00	\$5,250.00
144	LINE F - SUMMERSWORTH	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
145	LINE G - CARRIAGE LANE	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00
146	LINE G - CARRIAGE LANE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	6	\$500.00	\$3,000.00
147	LINE G - CARRIAGE LANE	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
148	LINE G - CARRIAGE LANE	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	380	\$12.50	\$4,750.00
149	LINE G - CARRIAGE LANE	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	200	\$6.00	\$1,200.00
150	LINE G - CARRIAGE LANE	COMPACTED AGGREGATE NO. 53	TON	245	\$32.00	\$7,840.00
151	LINE G - CARRIAGE LANE	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	380	\$39.00	\$14,820.00
152	LINE G - CARRIAGE LANE	EXPANSION JOINT WITH LOAD TRANSFER	LFT	27	\$20.00	\$540.00
153	LINE G - CARRIAGE LANE	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	150	\$4.50	\$675.00
154	LINE G - CARRIAGE LANE	TOPSOIL	TON	10	\$50.00	\$500.00
155	LINE G - CARRIAGE LANE	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	250	\$10.00	\$2,500.00
156	LINE G - CARRIAGE LANE	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
157	LINE H - ANDOVER PLACE	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00
158	LINE H - ANDOVER PLACE	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	20	\$500.00	\$10,000.00
159	LINE H - ANDOVER PLACE	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
160	LINE H - ANDOVER PLACE	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	2475	\$12.50	\$30,937.50
161	LINE H - ANDOVER PLACE	CONCRETE, REMOVE	SYS	220	\$15.00	\$3,300.00
162	LINE H - ANDOVER PLACE	TEMPORARY INLET PROTECTION	EACH	1	\$25.00	\$25.00
163	LINE H - ANDOVER PLACE	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	800	\$6.00	\$4,800.00
164	LINE H - ANDOVER PLACE	COMPACTED AGGREGATE NO. 53	TON	1275	\$32.00	\$40,800.00
165	LINE H - ANDOVER PLACE	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	2475	\$39.00	\$96,525.00
166	LINE H - ANDOVER PLACE	EXPANSION JOINT WITH LOAD TRANSFER	LFT	54	\$20.00	\$1,080.00
167	LINE H - ANDOVER PLACE	SIDEWALK, CONCRETE	SYS	175	\$48.00	\$8,400.00
168	LINE H - ANDOVER PLACE	CURB RAMP, CONCRETE	SYS	10	\$135.00	\$1,350.00
169	LINE H - ANDOVER PLACE	DETECTABLE WARNING SURFACES	EACH	1	\$450.00	\$450.00
170	LINE H - ANDOVER PLACE	PCCP FOR APPROACHES, 6 IN.	SYS	35	\$58.00	\$2,030.00
171	LINE H - ANDOVER PLACE	MAILBOX ASSEMBLY, RESET DOUBLE +	EACH	4	\$50.00	\$200.00
172	LINE H - ANDOVER PLACE	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	800	\$4.50	\$3,600.00
173	LINE H - ANDOVER PLACE	TOPSOIL	TON	75	\$50.00	\$3,750.00
174	LINE H - ANDOVER PLACE	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	1500	\$10.00	\$15,000.00
175	LINE H - ANDOVER PLACE	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	EACH	1	\$250.00	\$250.00
176	LINE H - ANDOVER PLACE	CASTING, ADJUST TO GRADE	EACH	1	\$750.00	\$750.00
177	LINE H - ANDOVER PLACE	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
178	LINE I - MARCHFIELD	CONSTRUCTION ENGINEERING	LS	1	\$7,500.00	\$7,500.00
179	LINE I - MARCHFIELD	INSPECTION HOLE, 3 FT DEEP OR LESS (UNDISTRIBUTED)	EACH	20	\$450.00	\$9,000.00
180	LINE I - MARCHFIELD	MOBILIZATION AND DEMOBILIZATION	LS	1	\$17,500.00	\$17,500.00
181	LINE I - MARCHFIELD	PAVEMENT REMOVAL (INCLUDE 1-A CURB)	SYS	2150	\$12.50	\$26,875.00
182	LINE I - MARCHFIELD	CONCRETE, REMOVE	SYS	205	\$15.00	\$3,075.00
183	LINE I - MARCHFIELD	TEMPORARY INLET PROTECTION	EACH	3	\$25.00	\$75.00
184	LINE I - MARCHFIELD	GEOGRID, TYPE IB (INCLUDES EXCAVATION, TX160) (UNDISTRIBUTED)	SYS	750	\$6.00	\$4,500.00
185	LINE I - MARCHFIELD	COMPACTED AGGREGATE NO. 53	TON	1175	\$32.00	\$37,600.00
186	LINE I - MARCHFIELD	PCCP, 7 IN. WITH MONOLITHIC CURB (INCLUDE 1-A CURB)	SYS	2150	\$39.00	\$83,850.00
187	LINE I - MARCHFIELD	EXPANSION JOINT WITH LOAD TRANSFER	LFT	54	\$20.00	\$1,080.00
188	LINE I - MARCHFIELD	SIDEWALK, CONCRETE	SYS	100	\$48.00	\$4,800.00
189	LINE I - MARCHFIELD	CURB RAMP, CONCRETE	SYS	15	\$135.00	\$2,025.00
190	LINE I - MARCHFIELD	DETECTABLE WARNING SURFACES	EACH	2	\$450.00	\$900.00
191	LINE I - MARCHFIELD	PCCP FOR APPROACHES, 6 IN.	SYS	90	\$58.00	\$5,220.00
192	LINE I - MARCHFIELD	MAILBOX ASSEMBLY, RESET DOUBLE +	EACH	4	\$50.00	\$200.00
193	LINE I - MARCHFIELD	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	675	\$4.50	\$3,037.50
194	LINE I - MARCHFIELD	TOPSOIL	TON	60	\$50.00	\$3,000.00
195	LINE I - MARCHFIELD	PIPE - 12" PVC	LFT	8	\$500.00	\$4,000.00
196	LINE I - MARCHFIELD	PIPE - 12" RCP, CLASS III	LFT	35	\$150.00	\$5,250.00
197	LINE I - MARCHFIELD	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	1300	\$10.00	\$13,000.00
198	LINE I - MARCHFIELD	ADJUST WATER VALVE TO GRADE (CURB BOX AND VALVE BOX)	EACH	1	\$250.00	\$250.00
199	LINE I - MARCHFIELD	INLET - 2' X 3' INLET	EACH	2	\$4,000.00	\$8,000.00
200	LINE I - MARCHFIELD	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	EACH	1	\$750.00	\$750.00
201	LINE I - MARCHFIELD	CASTING - 2' X 3' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	2	\$950.00	\$1,900.00
202	LINE I - MARCHFIELD	CASTING, ADJUST TO GRADE	EACH	1	\$750.00	\$750.00
203	LINE I - MARCHFIELD	MAINTENANCE OF TRAFFIC	LS	1	\$20,500.00	\$20,500.00
Allowance						\$120,000.00
204	109-04299	Work Allowance	DOLLARS	120000	\$1.00	\$120,000.00
Base Bid Total:						\$3,157,852.50

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Name of Company

By: _____

Title

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and seal this _____ day of _____, 20_____.

My Commission Expires: _____

Signature of Notary Public

Resident of _____ County

Printed Name

Drug Policy Acknowledgement Form

Contractor acknowledges the City of Fort Wayne has in place a Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/purchasing-home.html>. As a condition of being awarded any contract, the successful bidder shall sign this Drug Policy Acknowledgement 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 City of Fort Wayne.

The undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of Fort Wayne's Alcohol and Drug Policy.

Name of Company

By: _____
Name and Title

CITY OF FORT WAYNE, INDIANA

Hipskind Concrete Corporation
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒ (X)

(ii) Distributable income share exceeding 5% ☒ (X)

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

Name: <u>Casey Hipskind 11322 Bay Pines Court, Ft Wayne, 46814</u>	Name: <u>Gary Hipskind</u>
<u>Jay Hipskind 8001 Winchester Rd. Ft Wayne, 46819</u>	<u>5514 Mason Dr.</u>
Address: _____	Address: <u>Ft. Wayne,</u>
	<u>46809</u>

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

sole proprietorship <input type="checkbox"/> ()	stock <input checked="" type="checkbox"/> (X)
partnership interest <input type="checkbox"/> ()	units (LLC) <input type="checkbox"/> ()
other (explain) _____	

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

Name: <u>Casey Hipskind</u>	<u>33.4</u>	%
<u>Gary Hipskind</u>	<u>33.3</u>	
Name: <u>Jay Hipskind</u>	<u>33.3</u>	%

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 X No _____

Mother in law of Casey Hipskind works for Street Dept.

- 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).

0494c Copper Hill Concrete Street Repairs

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

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

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

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

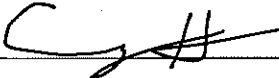
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to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

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

<u>Hipskind Concrete Corporation</u>	<u>5502 Mason Dr. Ft. Wayne IN, 46809</u>
(Name of Vendor)	Address
	<u>(260) 747-1340</u>
	Telephone
	<u>Hipskindconstruction@gmail.com</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) Casey Hipskind Title President

Signature  Date 2/7/2022

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.

Winterfield Community Concrete Street Repairs

RFPs & BIDS

Bid/RFP #	0513C
Awarded To	Hipskind Concrete Corp
Amount	\$3,157,852.50
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	5
Number of Bidders	2
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)	0513C
Sole Source/ Compatibility Justification	N/A

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
--	-----

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	
	Please see attached 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 and Community Crossings Grant



FW PUBLIC WORKS

**Board of
Public Works**

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

WINTERFIELD COMMUNITY CONCRETE STREET REPAIRS

Action Requested:

Requesting an Ordinance approving the **WINTERFIELD COMMUNITY CONCRETE STREET REPAIRS** project pursuant to the Board of Public Works Resolution #RES# and an award to **Hipskind Concrete Corp** in the amount of **\$3,157,852.50**.

Note: Hipskind Concrete was the lowest, most responsive bidder among 2 bidders.

Description and Scope of the Work:

Improve the Winterfield Community Association neighborhood by removal and replacement of deteriorated concrete streets. Also, sidewalks and drive approaches will be reconstructed on an as necessary basis and new ADA compliant curb ramps will be constructed. New storm sewer infrastructure as well as subsurface drainage will be installed and adjustment of existing castings. Finally, restoration of disturbed areas.