1	BILL NO. S-24-06-04
2	
3	
4	AN ORDINANCE approving — TRFP MAIN ENTR
5	RESTORATION - PHASE
6	(\$1,451,568.00) – between RESTORATION, LTD. and
7	by and through its Board of
8	NOW, THEREFORE, BE IT
9	THE CITY OF FORT WAYNE, INDIANA:
10	SECTION 1. That the C
11	ENTRANCE TOWER LIMESTONE RESTOR
12	between BUCKEYE CONSTRUCTION
13	
14	Wayne, Indiana, by and through its Board
15	and approved in all respects, respectfully fo
16	All labor, insurance, material, equip miscellaneous equipment, etc., nec
17	MAIN TOWER OF THE THREE R INCLUDING MASONRY REPAIRS
18	REPAIRS, ROOF REPLACEMENT REPAIRS AND IMPROVEMENTS
19	LIMESTONE, BRICK, SEALANTS
20	APPURTENANCES;
S-127 (1920)	involving a total cost of ONE MILLION FC HUNDRED SIXTY-EIGHT and 00/100 D
21	Contract is on file with the Office of the City
22	according to law.
23	SECTION 2. That this Ord
24	after its passage and any and all necessary
25	
26	
27	
28	APPROVED AS TO FORM AND LEGALIT
29	
30	Malak Heiny, City Attorney

SPECIAL ORDINANCE NO. S-

AN ORDINANCE approving CONSTRUCTION CONTRACT – TRFP MAIN ENTRANCE TOWER LIMESTONE RESTORATION – PHASE 1 - WORK ORDER #67238 – (\$1,451,568.00) – between BUCKEYE CONSTRUCTION & RESTORATION, LTD. and the City of Fort Wayne, Indiana, by and through its 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 - TRFP MAIN ENTRANCE TOWER LIMESTONE RESTORATION – PHASE 1 - WORK ORDER #67238 – between BUCKEYE CONSTRUCTION & RESTORATION, LTD. and the City of Fort Wayne, Indiana, by and through its 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 RENOVATIONS TO THE MAIN TOWER OF THE THREE RIVERS WATER FILTRATION PLANT INCLUDING MASONRY REPAIRS, CONCRETE TURRET CAP REPAIRS, ROOF REPLACEMENT, AND OTHER MISCELLANEOUS REPAIRS AND IMPROVEMENTS INCLUDING ALL ASSOCIATED LIMESTONE, BRICK, SEALANTS, DRAINS, FLASHINGS AND OTHER APPURTENANCES;

involving a total cost of ONE MILLION FOUR HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED SIXTY-EIGHT and 00/100 DOLLARS - (\$1,451,568.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

19 .	Council Member	
EGALITY.		

SASE BID BASE BID Description BASE BID Description THE ALL TO A THE ALL T	TBD Joshua Mil May 16, 2, 2 Water Country 20, 3	ahon	Engineer's Unit Price 1 1990 000 90 1 100 000 90 1 200 00	Extension \$ 1,000,000.00 \$ 100,000.00		Extension \$ 995,011.00	Quality Masonry Unit Price	y Company, Icc. Extension	Cem	vastractica pany	Trisco Sys	stems, Isc.	Western Special	lty Centa
AT Designate Truckion Manager Eff MEC. (Quote Date) BASE BID Description The AN over amounted one These Bover Years on the An over amounted one These Bover Years on the An over amounted one These Bover Years on the An over amounted one These Bover Years on the Annual State of the Annual Years of the Annual Years An over the Annual Years of the Annual Years of the Annual State of the Annual Years of TOTAL RASE BID Phase Is Bid Alternate #1.A Description Long the Annual Years of TOTAL RASE BID 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Wist, Jane TBD Jacksu Mit Jacksu	Unit 15 15 15 15 15 15 15 15 15 15 15 15 15	Engineer's Unit Price 1 1000 000 00 1 000 000 00	Extension \$ 1,000,000.00 \$ 100,000.00	Restorat Unit Price	ion, Esd. Extension \$ 995,011.00			Cem	eastructiea pany	Trisco \$33	stems, Inc.	Western Special	ky Cont.
PASSE BID Description BASE BID Description The College of the	TBD Joshua Mil May 16, 2, 2 Water Country 20, 3	Unit 15 15 15 15 15 15 15 15 15 15 15 15 15	Engineer's Unit Price 1 1000 000 00 1 000 000 00	Extension \$ 1,000,000.00 \$ 100,000.00	Restorat Unit Price	ion, Esd. Extension \$ 995,011.00			Cem	eastructiea pany	Trisco Sys	stems, Inc.	Western Special	lty Conta
BASE BID Detchplos In the All Direct amount of Direct Revent Parace In the All Direct Amount of Direct Revent Parace In I also direct Amount of Direct Revent Parace In I deal on \$1.11 III diameters of Work Parace Wild Absonces If you're again the of this hindup in the Wish I seperated in belief of 12.20 III of Pross, Paragent III I also parace and I also the All Direct Revent I also parace and I also the All Direct Revent I are again the of Parace Paragent I also I also also also direct Revent I are search to All Direct Revent I are parace to All Direct Revent I are parace to All Direct Revent I are parace to All Direct Revent I also also also also also also also and also I also also also also also also also also	Mey 15, 2 Quantity 20, 1	Urit 5 5 5 5 5 5 7 7 7 7 7 7 7 7 7 7 7 7 7	Unit Price 1 1,000,000,00 1 100,000,00	Extension \$ 1,000,000.00 \$ 100,000.00 \$ 10,000.00	Restorat Unit Price	ion, Esd. Extension \$ 995,011.00			Cem	enstruction pany	Trisco Sys	stems, Inc.	Western Special	ity Conta
BASE BID Description on the Name of the Part of the P	Quantity Quantity Quantity Quantity	Ueit 5 5 5 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	Unit Price 1 1,000,000,00 1 100,000,00	Extension \$ 1,000,000.00 \$ 100,000.00 \$ 10,000.00	Restorat Unit Price	ion, Esd. Extension \$ 995,011.00			Cem	enstruction pany	Trisco Sys	stems, Inc.	Western Special	lty Cente
DASE BID Description In VA News Heart I State I are to the New York I was a second or VA News Heart I state I are to the News Heart I state I are to the New York I have I state I are to the New York I have I state I are to the New York I have I state I have I state I are to the New York I have I state I are to the New York I have I state I are to the New York I have I state I are to the New York I have I state I are to the New York I have I state I are to the New York I have I are to the New York I have	Quantity Quantity Quantity	15 5 12 FT. 10 FT. 10 FT.	Unit Price 1 1,000,000,00 1 100,000,00	Extension \$ 1,000,000.00 \$ 100,000.00 \$ 10,000.00	Restorat Unit Price	ion, Esd. Extension \$ 995,011.00			Cem	enstruction pany	Trisco Sys	stems, Isc.	Western Special	ity Centr
Detection on the National Action of the National Actional Acti	200 a	15 5 12 FT. 10 FT. 10 FT.	Unit Price 1 1,000,000,00 1 100,000,00	Extension \$ 1,000,000.00 \$ 100,000.00 \$ 10,000.00	Restorat Unit Price	ion, Esd. Extension \$ 995,011.00			Cem	enstruction pany	Trisco Sys	items, Inc.	Western Special	ity Centr
Detection on the National Action of the National Actional Acti	200 a	15 5 12 FT. 10 FT. 10 FT.	Unit Price 1 1,000,000,00 1 100,000,00	Extension \$ 1,000,000.00 \$ 100,000.00 \$ 10,000.00	Unit Price \$ 205,011.00	Extension \$ 995,011.00			Cem	pany	Truce 571		la la	ie.
The A living assessed on the New York Passage. In the Control of the Assessed Wild. Passaged. Wild. Absorber 14 - Lye S Spains bed of hish helica or has Wild. Passaged. 14 - Lye S Spains bed of hish helica or has Wild. Passaged. 14 - Lye S Spains bed of hish helica or has Wild. Passaged. 15 - Lye S Spains bed of hish helica or has Wild. Passaged. 16 - Lye S Spains bed of hish helica or has Wild. Passaged. 17 - Lye Spains and Passaged. 18 - Lye Spains and Lye Spain. Passaged. 13 J. Passaged. 18 - Lye Spains and Explain Depth Concrete Spains and In Bedier 12 22 20 Livin Primer. Passaged. 13 J. Passaged. 18 - Lye Spains and Control of Spains. Passaged. 13 J. Passaged. 18 - Lye Spains and Control of Spains. Passaged. 13 J. Passaged. 18 - Lye Spains and Control of Spains. Passaged. 13 J. Passaged. 18 - Lye Spains and Control of Spains. Passaged. 13 J. Passaged. 15 J. Passag	200 a	15 5 12 FT. 10 FT. 10 FT.	\$ 1,000,000,00 \$ 100,000,00	\$ 1,000,000.00 \$ 100,000.00 \$ 10,000.00	\$ 205,211.00	\$ 395,011.00	Unit Price	Extension						
With Aboves 4 - yet 1 spain half 3 th halfs on the WA specified in Bellet 17 22 00 Us From Program 4 - yet 1 spain half 3 th halfs on the WA specified in Bellet 17 22 00 Us From Program 4 - yet 1 spain half 3 th Dyng Corew Spain 4 - yet 10 20 Us From Program 13 E 4 - yet 10 20 Us From Program 13 E 4 - yet 10 20 Us From Program 13 E 4 - yet 10 20 Us From Program 13 E 7 - yet 10 4 In 16 Us From Program 13 E TOTAL BASE BID Phase I: Bid Alformate #I.A. Description Long Sun VA Horse monitori on Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and Long Sun VA Horse Long Sun VA Ramon and 13 Long Sun VA Ramon and Sun VA Ramon and 13 Long Sun VA Ramon and Sun VA Ramon and 13 Long Sun VA Ramon and Sun VA Ramon and 13 Long Sun VA Ramon and Sun VA Ramon and 14 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 15 Long Sun VA Ramon and Sun VA Ramon and 16 Long Sun VA Ramon and Sun VA Ramon and 16 Long Sun VA Ramon and Sun VA Ramon and 17 Long Sun VA Ramon and Sun VA Ramon and Sun VA Ramon and 18 Long Sun VA Ramon and Sun VA Ramon and Sun VA Ramon and Sun VA Ramon and Sun VA	Quartity	40.FT.	\$ 100,000.00	\$ 100,000.00 \$ 10,000.00					Unit Price	Extension	Unit Price	Extension	Unit Price	Exten
In 1 year 5 square bed of hish holing or hise Wide squared of Section 19 220 OLD From Personal squared of Section 19 220 OLD From Personal squared of Section 19 220 OLD From Personal set of Section 19 220 OLD From Personal set of Section 19 220 OLD From Personal 19 22 1 of your squared bed of July Deep Convert Station 10 10 10 10 10 10 10 10 10 10 10 10 10 1	Quartity	40.FT.	\$ 100,000.00	\$ 10,000.00		na namenous	1 498,000,00	\$ 495,000.00	3 769.000,00	\$ 769,000.00		\$ 795,841.00		\$ 1,004,
In 1 year 5 square bed of hish holing or hise Wide squared of Section 19 220 OLD From Personal squared of Section 19 220 OLD From Personal squared of Section 19 220 OLD From Personal set of Section 19 220 OLD From Personal set of Section 19 220 OLD From Personal 19 22 1 of your squared bed of July Deep Convert Station 10 10 10 10 10 10 10 10 10 10 10 10 10 1	Quartity	40.FT.	\$ \$00.00	\$ 10,000.00	\$ 100,000,00	\$ 100,000.00		\$ 100,000.00	763100,00		3 795,841,00		1 1004377.00	
II - per spare but of Presid Depth Conomic Regions in Academ 12 200 Use Presis. Perspect 1.3 E. 1.4 President 12 200 Use Presis. Perspect 1.3 E. 1.4 President 12 200 Use Presis. Perspect 1.3 E. 1.4 President 12 200 Use Presis. Perspect 1.3 E. 1.4 President 12 200 Use Presis. Perspect 1.3 E. 1.4 President 12 200 Use Presis. Perspect 1.3 E. 1.4 President 12 200 Use President 1.4 Preside	Quartity	40.FT.				•,	\$ 100,000,00	• 100,000.00	\$ 100,000,00	\$ 100,000.00	J 100 000 00	\$ 100,000.00	\$ 100,000,00	\$ 100,
II - pri agare but of Ind Dynn Centre Rasids as In Indian Cell 200 Un Prime, Paragraph 13.7. - A tract has Cell 200 Un Prime, Paragraph 13.7. - To track has Centre Could Prime, Paragraph 13.6. - TOTAL RASE BID - Phase Ir: Bid Alternate #I.A. - Description - Large Sun W A Figure Sunder delth Remai and many and the Section of the Cell 200 United Prime Prime Sunder delth Remai and many of the Section 13.2. - Large Sun W A Figure Sunder delth Remai and many of the Section 13.2. - Large Sunda Many of the Cell 200 United Prime Sunda Section 13.2. - Large Sunda Many of the Cell 200 United Prime Sunda Section 13.2. - Large Sunda Many of the S	Quartity	40.FT.				\$ 13,700.00		\$ 14,000.00		\$ 11,500.00		\$ 21,760.00		\$ 27
II - pri agare but of Ind Dynn Centre Rasids as In Indian Cell 200 Un Prime, Paragraph 13.7. - A tract has Cell 200 Un Prime, Paragraph 13.7. - To track has Centre Could Prime, Paragraph 13.6. - TOTAL RASE BID - Phase Ir: Bid Alternate #I.A. - Description - Large Sun W A Figure Sunder delth Remai and many and the Section of the Cell 200 United Prime Prime Sunder delth Remai and many of the Section 13.2. - Large Sun W A Figure Sunder delth Remai and many of the Section 13.2. - Large Sunda Many of the Cell 200 United Prime Sunda Section 13.2. - Large Sunda Many of the Cell 200 United Prime Sunda Section 13.2. - Large Sunda Many of the S	Quartity	43.П. П.	1 22.3		\$ 665 DO		1 700.00		\$ \$75.00	200000000000000000000000000000000000000	1 1,081.00	0 00000000	\$ 1,353.00	
17 - pe bar los el Correra Cash Raba and sel a 18 - tentre 12 20 Un Press, Prosper 13 G. TOTAL EXAS BIB Phase 1: Bid Alternate # A Description Lurg but by Alternate # A Description Lurg but by Alternate # A Lurg but by Alternate # A Lurg but by Alternate # A Lurg but by Alternate A Lurg by	Quartity	43.П. П.		\$ 50,000.00	\$ 74.00	\$ 18,500.00	1 100 to	\$ 25,000.00	\$ 200,00	\$ 50,000.00	1 230.00	\$ 59,750.00		8 45
17 - pe bar los el Correra Cash Raba and sel a 18 - tentre 12 20 Un Press, Prosper 13 G. TOTAL EXAS BIB Phase 1: Bid Alternate # A Description Lurg but by Alternate # A Description Lurg but by Alternate # A Lurg but by Alternate # A Lurg but by Alternate # A Lurg but by Alternate A Lurg by	Quartity	n.		\$ 20,000.00		\$ 10,000.00		8 7,500.00		\$ 17,500.00	- 24.5	\$ 35,350.00	\$ 485.00	
TOTAL EASE BID Phase Is Bid Alternate # A Description Learn Sun Person A	110	rt. Unit	631.00	,,,,,,,,,	\$ 200.00	,,,,,,,,,,	1 193.00	• 7,200.00	3 300 00	• 17,500.00	1 727 00	\$ 36,350.00	s · 205.00	\$ 16
Phase I: Bild Alternate #1.A Description Large Law Y-N fore manifed risk Rances and Large Law Y-N fore manifed risk Rances and Law Law Law Y-N fore manifed risk Rances and Law	110	Unit		\$ 3,000.00		\$ 1,500.00		\$ 3,000.00		\$ 2,000.00		\$ 2,000.00	1 1	. ,
Description Lives to an V Rever model of this Reverse to a V Rever model of this Reverse to the Table of the Market and the State of th	110	Unit	\$ 30.00	1,111,000.00	\$ 15.00	SHT11.00	\$ 30.00	645,530.30	\$ 2000	954,800.00	\$ 20.50	1,915,791.00	\$ 15.00	1,17
Description Lives to an V Rever model of this Reverse to a V Rever model of this Reverse to the Table of the Market and the State of th	110	Unit										i pagain		
- Large State VA Rose associated with Alexandra and rose in Engine Alexandra State 19 (2) (2) (2) (2) (2) (2) (2) (2) (2) (2)	110	Unit	Engineer's	Estimate	Buckeye Co	nstruction &	Quality Masonr	y Company, Inc.		enstruction	Trisco Sys	stems, Inc.	Western Special	lty Cents
- Large State VA Rose associated with Alexandra and rose in Engine Alexandra State 19 (2) (2) (2) (2) (2) (2) (2) (2) (2) (2)	110	Viiii	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	
14. See Additional field Lineary Let Applications 14. See Additional field Lineary Let Applications 14. See Additional See Additional See 14. See Additional See Additional See 14. See Additional See Ad	1 1 1			£ 500,000,00			Control		Carries		Unit Frace		Unit Price	Exter
In LOAD. It is Additional foliability threadens the event as specified is stated to 12 20 th test-amenia service has prefer to 12 20 th test-amenia service has provided to 12 20 th test-amenia service has provided to 15 th test-amenia service has provided to 15 th test-amenia service has provided to 15 th test-amenia service has provided to 12 20 th test-amenia service has prov	1 4	LS	\$ 500,000.00	\$ 500,000.00	\$ 7:3.785.00	\$ 703,785.00	\$ 704,000.00	\$ 704,000.00	\$ 67631200	\$ 476,510.00	\$ \$71,606.00	\$ 571,605.00	\$ 1,54E,800.00	\$ 1,546,
In LOAD. It is Additional foliability threadens the event as specified is stated to 12 20 th test-amenia service has prefer to 12 20 th test-amenia service has provided to 12 20 th test-amenia service has provided to 15 th test-amenia service has provided to 15 th test-amenia service has provided to 15 th test-amenia service has provided to 12 20 th test-amenia service has prov	1 8			\$ 300.00		\$ \$42.00		\$ 200.00		\$ 330,00		\$ 206.00		3 1,
mer (Hargy N12AL). 18 Chr. Additional Large University to Minglasement feel in Earlie 15 22 50 Measurements and Pagment, in 13.AL. 18 Chr. Additional Discourable Liberature University in 1	1 1	u	\$ 200.00		\$ \$42.00		\$ 300.00		3 200.00	20000	1 204.00	, 200.00	1,800,00	
at C. for Additional Loops Unnestime Unit Registerment for the Additional Control of 22 50 Measurements and Fagnesic, in 13.24. Additional Description is United Section 12 250 Measurements are appeared in Section 51 22 50 Measurements are specified in Section 51 22 50 Measurements are only fining page 11.24. As a Section 12 250 Measurements are only fining page 11.24. Post of 12 250 Measurements are only fining page 11.24. Post of 12 250 Measurements are only fining page 11.24. Post of 12 250 Measurements are page 12 250 M				\$ 750,00		\$ 790.00		\$ 350.00		8 660.00	20	\$ 200.00		\$ 2,
in 13/LE. si O- for Afaltand Discrative Lincolone Unit mer es septimá e Section (22 00 Messuements mer, Pargyanh 13/LE (22 00 Messuements mer, Pargyanh 13/LE (20 00 Messuements mer, Pargyanh 13/LE (20 00 Messuements) por Section (20 00 Messuements) (20 00 Messuements) por Messuements) (20 00 Messuements) por Messuements) (20 00 Messuements)	1		\$ 750.00		\$ 790.00		\$ 350 X		\$ 600.00		\$ 300.00		\$ 2,020,00	
is 24 - DECUCT/fre Salvage and Reimmalation of grad and Limestone Units as specified in Earlies 21: 22 increments and Payment, Paragraph 1,2,8,1, in Jean, of 1,275 a.m. is 28 - DECUCT) for Salvage and Reimmalation of god Nodium Limestone Units as specified in Socials 21:	- 11	EL.	\$ 1,500,00	\$ 1,500.00	1 114200	\$ 1,142.00	5 400.00	\$ 400.00	\$ 1,650,00	\$ 1,650.00	1 834.00	\$ 536.00	\$ 3,290.00	\$ 2,
is 24 - DECUCT/fre Salvage and Reimmalation of grad and Limestone Units as specified in Earlies 21: 22 increments and Payment, Paragraph 1,2,8,1, in Jean, of 1,275 a.m. is 28 - DECUCT) for Salvage and Reimmalation of god Nodium Limestone Units as specified in Socials 21:				\$ 2,000.00		\$ 1,278.00		\$ 8,000.00		\$ 3,500.00		8 4,054.00		\$ 2,
ged Smol Umenture Units as specified in Section 21: 22 inversaries and Payment, Paragraph 1,3,3,1, in Secu. of 1,478 curse to 28 - (DEDUCT) for Sahage and Remembers of ged Nadum Umenture Units as operated in Section 21	1 10	EL.	\$ 2,000.50		1 1,271.00	-	\$ 8200.00		\$ 3,500.00	-,,,,,,,,,	\$ 4,084.00	- 1,01.00	\$ 2,450.00	. 2.
e 26 - (DEDUCT) for Salvage and Remonstrator of god Modum Limestone Units as specified in Section C1	*			\$ (35.00)		\$ (1,750.00)		\$ 7,000.00		\$ (1,400.00)		\$ (4,725.00)		t 38,
			. (1.00)		\$ 6000		\$ 200.00		\$ (40.00)	to manager	\$ (0.36.00)		\$ 1,100.00	
e ac-specific system Salvage and Remarkation of god Large Limenture Units as specified in Section Dr. 20	35	u	\$ (200.00)	\$ (7,000.00)	s (80.00)	\$ (2,600.00)	\$ 250.00	\$ 8,750.00	1 0000	\$ (2,450.00)	1 11030	\$ [5,145.00]	1 1,225.00	\$ 45.
ACCRECATE FOR PERSONS ASSESSED A REST OF PARTY AND	I			\$ 79,600.00		\$ (1,200.00)		6 3,600.00		\$ (4,800.00)	40.00	\$ (1,896.00)		\$ 33,
	12	EL	\$ 1800.00		\$ (102.00)		\$ 200,00	-	1 (400.00	(-2000)	1 (154.30)	(1,094.00)	\$ 2,500,00	- 33,
ie 3 - for Limentura Dutchman as specified in Election D convenient and Payment, Paragraph 1.3.0	ا. ا		\$ \$50.00	\$ 550.00	s esc.co	\$ 650.00	\$ 300.00	\$ 300.00		\$ 1,000.00		\$ 478.00		\$ 2,
TOTAL BID ALTERNATE SLA	- "		5	481,465.00	\$ 602.00	702,471.00	\$ 300.00	773,704.04	\$ 1,000,00	475,902.00	1 0130	545,40.10	\$ 2:20:00	1.67
Phase I: Bid Alternates #1.B			Engineer'	s Estimate		natruction &	Quality Masonr	y Company, Inc.	Berglund C	eastruction pany	Trisco Syr	rtems. Inc.	Western Specia	lry Cents
Description	Quantity	Unit	Unit Price	Extension	Unit Price	Exersion	Unit Price	Extension	Unit Price	Ecersion	Unit Price	Extension	Unit Price	Exter
- Lung Sun for All Work associated with Ramphal and				\$ 50,000.00		\$ 187,045.00		\$ 61,100.00		\$ 100,000.00	Canalise		Carrier	
mart of Turne Corcerts Cape as specified in Section 01 terrates, Paragraph 1.2.A.2. TOTAL BID ALTERNATE #1.8	1 1	LS	\$ \$2,000,00	\$1,001.00	\$ 167,045,00		\$ \$1,100.00		\$ 100,000.00		\$ 44,001.00	\$ 44,831.00	\$ 172,747.00	\$ 170
TOTAL STATE OF THE	Т		,	21/20170	3	\$17,846.00	1	4L100.04	3	104,000.60	1	HOIM	1	17
Phase I: Bid Alternates #1.C			Facious	s Estimate		astruction &	O To	y Company, Inc.	Bergland C	Construction			Western Specia	ler Centr
	In all	Unit				tion, Led.			Cem	pany	Trisco Sys		le le	ne
Description - Lump Sum for All Work associated with installation of	Quantity	Cut	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Exter
- Lunp Sun for Al Wash associated with inscalation of cess Hatches as specified in Section C1 23 00 et. Farugraph 1.2.A.3.	1	LS	\$ 20,000,00	\$ 20,000.00	\$ 2337400	\$ 23,374.00	\$ 24,000,00	\$ 24,000.00	\$ 25,000,00	\$ 25,000.00	\$ 28,178,00	\$ 29,178.00	\$ 15,500,00	\$ 15,
TOTAL BID ALTERNATE OLC			\$	21,904.94	\$	23,374.00	1	24,000.04	\$	25,096.00	\$	23,176.64	3	- 1
		_			Rackeye Ce	astroction &			Perstand C	oastruction			n:	1- 6
Phase II: Bid Alternates #1.D			Engineer'		Restora	ion, Led.	Quality Massor	y Company, Inc.	Com	pany	Trisce Syr	rtems, Inc.	Western Specia Le	
Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Utilit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Ede
-Lung Sun for Al Work mandated with completing in a single mutilization with Phase 1 as specified in 01 23 00 Alterwise, Paragraph 1.2.A.4	1 .		\$ 1,500,000 to	\$ 1.500,000.00		\$ 2,449,405.00		\$ 2,531,100.00		\$ 1,765,140.00		\$ 2,752,769.00		\$ 3,508,
Not Absence (I ALT 1.D is accomed	İΪ	•	1300,000		3 244140100		\$ 2,531,103.20		\$ 1,791,142.00		\$ 2,753,759.00		\$ 3538,370.00	
	1	LS	\$ 150,000.00	\$ 150,000.00	1 153 500 50	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000,00	\$ 150,000.00	\$ 150,000 to	\$ 150,000.00	\$ 150,000,00	\$ 150,
os I.A - for Additional Smoot Linestone Unit Replacement Fed in Section S1 22 CO Massaurements and Paymont, ph 1.3.A.1.	1			\$ 1,200.00		\$ 2,153.00		\$ 1,200.00		\$ 1,320.00		\$ 824.00		8 4,
ph 1.2.4.1. In 18 - for Additional Medium Limentume Unit Heart as specified in Section 61 22 00 Measurements	4	EA	\$ 300.00		\$ \$42.00	-	\$ 300.00		\$ 200.00	-	\$ 206.00		1 1210.00	- '
mert Parigraph 13A.2	ار ل	EL	1 790.00	\$ 3,000.00	1 790.00	\$ 3,150.00	\$ 260.00	\$ 1,400.00	\$ 84C.CO	\$ 2,640.00		\$ 1,200.00		\$ 6,
os 10 - for Additional Large Umantone Unit Registerant fied in Section 51 22 00 Measuraneous and Payment, ph 1.2.A.3.			72.0	\$ 6,000.00	75.00	\$ 4,568.00	35130		esc co		\$ 300.00		1.510.00	
	-	eL	\$ 1,500,00	- 5,000.00	1 1140	* 4,568.00	\$ 400.00	\$ 1,600.00	\$ 1,650,00	\$ 6,600.00	\$ 534.30	\$ 2,144.00	3 3100.00	\$ 12,
se 10 - for Additional Decorative Literature Unit ment as specified in Section 01 22 00 Mesourements ment, Paragraph 1.3.A.4.				8 8,000.00		\$ 5,112.00		\$ 32,000.00		\$ 14,000.00		\$ 15,335.00		\$ 7,
a 2A - IDEDUCTY's Subside and Remembrion of	1	EA	\$ 2,000,00		\$ 127E00		\$ 8,000.00		\$ 1,500.00		\$ 436430		\$ 1,965.00	
turaments and Payment, Paragraph 1.3.8.1, in Seau of Lucit curre	100	ш	1 000	\$ (100.00)	\$ 65.00	\$ (5,000.00)	\$ 200.00	\$ 20,000.00	s (< 10	\$ (4,000.00)	\$ (133.30)	\$ (13,500.00)	1 1,300,00	\$ 130,
auch pure or 28 - (JEDUCT) for Salvage and Renutations of oged Medium Unestern Units as specified in Section 31 insurances and Paymont, Paragraph 1.3.8.2, in Sec- und Lond				\$ (20,000.00)	1	\$ (8,000.00)		\$ 25,000,00		\$ (7,000.00)	, cax	\$ (14,700.00)		
runk cur at 20 - (DEDUCT) for Bairage and Reinstallation of	100 9	EA	1 (200.00)		\$ (00.00)	,,,,,,,,,,	\$ 250.00	2,000	s prito	- (-),,,,,,,,,	1 (10.00)	. [14,700.00]	1 1200.00	\$ 133,
sund cur us 20 - (DEDUCT) for Bairings and Reinscalation of good Loya Lineatine Units as specified in Section (b) 20 inversests and Payment, Panagraph 1,3,8,3, in less of stunktures.	1 .			\$ (26,400.00)		\$ (3,300.00)		\$ 9,900.00		\$ (13,200.00)	55 933555	\$ (5,214.00)		\$ 99,
		~	\$ (800.00)		\$ 0×30		\$ 300.00		\$ (400.00)		1 (154.30)		\$ 1,000.00	
or 3 - for Unestone Dutchman as specified in Section St Institutement and Payment, Paragraph 1.3 C		L	1 150.00	\$ 2,200.00	1 650.00	\$ 2,600.00	\$ 300.00	\$ 1,200.00	\$ 1,000.00	\$ 4,000.00	1 47120	\$ 1,912.00	1 242120	\$ 9,
re 4-per 5 square feet of brick backup or face brick is specified in Section 21: 22:00 Urik Prison, Paragraph				\$ 30,000.00		\$ 37,800.00		\$ 42,000.00		\$ 345000	~~~	\$ 45040 AM		\$ 79,
	6	5 \$2. FT.	5 500.00	200	\$ 500.00		\$ 700.00		\$ 875.00		3 1.061.00		1 122120	
The state of the s	Т	_		ALL PRESE	-	40000		2,915,400.00	,	1,953,002.00	,	2,957,651,64	1	4,16
			Facina	s Eatimate	Buckeye Ce	natroction &	One w	· Carrer •	Bergland C	Construction			Western Specie	alty Cont
Phase II Bid Alternate #2 1	lo . 1				Restera	tion, Led.		_	Com	pasy			l-	ne .
Phase II Bid Alternate #2.A	$\overline{}$	Unit	Unit Price	for a second	Unit Price		Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Exten
Description - Lura Sun to Performance of Tree Courses and	L ,		\$ 110,000,00	\$ 110,000.00	1 3454.00	\$ 34,599.00	, ,,,,,,	\$ \$,000.00		\$ 90,000.00		\$ 74,998.00		\$ 51,
Description - Lung Sun to Performance of Trea Country and			5	110,600.00	1	34,5160		£,001.00	5 90.000.00	31,001.00		74378.04		,
Description Lung Burn for Performance of Trial Countries and of Universities on Families are applied in Section to 23 waters. Proceedings 12:84 in and Proceeding 12:84 in a water. Proceedings.														
Description Liurus Burn for Performance of Trus Courus and of Universities on Faculties as quantified in Section 51:23 rates, Panagraph 1.2.8.1 and Panagraph 1.2.8.1 a-		IC	s	1.751.465.60	s	1,451,559.03	s	1.463 304 60	,	1 550 000 00		160.00		1444
Description Living A.m. to Perimpse of the Councy bed of Uncern and Transparent of the Councy bed of Uncern on Finance as question in Section 20: 20 when Prograph 12.81 and Prograph 12.81 and TOTAL BID ALTERNATE \$2.A	IA, #1B, #1					.,491,500,99	,	1,147,544,00	,	1,339,009.09	3	1,000,153,00	•	3,058,6
Description Living A.m. to Perimpse of the Councy bed of Uncern and Transparent of the Councy bed of Uncern on Finance as question in Section 20: 20 when Prograph 12.81 and Prograph 12.81 and TOTAL BID ALTERNATE \$2.A	IA, #1B, #1					x		x		x		x		×
Description Living A.m. to Perimpse of the Councy bed of Uncern and Transparent of the Councy bed of Uncern on Finance as question in Section 20: 20 when Prograph 12.81 and Prograph 12.81 and TOTAL BID ALTERNATE \$2.A	IA, #1B, #1					х		x		x		x		x
Deterription Light State Performance of the Concept and of the matter of the Concept and of the matter of Francisco are general to Section 20: 22 Mark Perspect 122 in the Perspect 123 in the TOTAL BED ALTERNATE SLA Award is Base Bid plans Alternate of	IA, #1B, #1					x		х		x		x		X
Deterription - Lure San in Professors and County and - Lure San in Professors and County and - Lure San in Professors and - County San in Professors and - County San in Professors and - TOTAL BIO ALTERNATE #2.A Award is Base Bid plus Alternate #	IA, #1B, #1					X		x		x		х	.]	x
Destrictor Destrictor Lives has the reference of the Govern new Company 128 In Propagal 1281- TOTAL HO ALTERNATE PLA Award is Base Bid plus Alternate of	IA, #1B, #1	_			_	X		X		X		X		×
Description Light In the Partners of the Owners are the Partners of the Owners are the Partners of the Owners are the Partners of the Partner	IA, #IB, #I				1								, ,	>
Description Description Description Lives have between a less General set of the control of the Control of the description of the Control of the TOTAL BID ALTERNATE PLA AWARD Is Base Bid plus Alternate & L Addition	I.A., #1B., #1					x		X						
Description Description Description Description Description Description Description TOTAL BID ALTERNATE PLA AWARD Is Base Bid plus Alternate & Leading to the Company Library Award Is Base Bid plus Alternate & Leading to the Company Library Award Is Base Bid plus Alternate & Leading to the Company Library Award Is Base Bid plus Alternate & Leading the Company Library Leading Description			1	1		x				x		x)
Description Description Description Lives have between a less General set of the control of the Control of the description of the Control of the TOTAL BID ALTERNATE PLA AWARD Is Base Bid plus Alternate & L Addition			cla	28/202	u									>
aper	TOTAL BID ALTERNATE #LB Phase II Bid Alternate #2.A Description 19 Jun for Informers at I an Ossering and receive of Passins as quoted in Section 7: 22 Propagate Last Section 7: 22 TOTAL BID ALTERNATE #LA	TOTAL BID ALTERNATE #LD Phase II Bid Alternate #2.A Destriction Quantity # Jun to The Contrage and The Con	Phase II Bid Alternate #2.A Description J. Description Description Description TOTAL BID ALTERNATE #2.A TOTAL BID ALTERNATE #2.A Int is Base Bid plus Alternate #1.A, #1B, #1C	TOTAL BID ALTERNATE SLA Phase II Bid Alternate SLA Destriction Ouncily For the Performance of the Ounce of the Councily For the Performance of the Ounce of the Councily For the Performance of the Ounce of the Councily TOTAL BID ALTERNATE SLA In the Base Bid phase Alternate SLA, SLB, SLC Schill	TOTAL RIS ALTERNATE #3.2. Phase II Bid Alternate #3.2.A Destriction Plant of the Company of t	TOTAL BID ALTERNATE SLA Phase II Bid Alternate SLA Description Ouncily Unit Price Engineer's Entimate Peckay Cr Rattern Description Ouncily Unit Price Engineer's Entimate 1 10,000,000 1 110	TOTAL RID ALTERNATE SLA Phase II Bid Alternate \$2.4 Describio Postage II Bid Alternate \$2.4 Describio Quanty Ust Unit Price Economic Party II 110,000.00 1 to 10 Price Price Party II 110,000.00 1 to 10 Price Party II 110,000.00 2 to 10 Price Party II 110,000.00 1 to 10 Price Party II 110,000.00 2 to 10 Price Party II 110,000.00 2 to 10 Price Party II 110,000.00 3 to 10 Price Party II 110,000.00 4 to 10 Price Party II 110		TOTAL BID ALTERNATE #1.0	TOTAL RD ALTERNATE		TOTAL RD ALTERNATE #1.0	TOTAL RD ALTERVATE #1.5 \$ 1.03.998.00 \$ 2.00.099.00 \$ 1.00.099.00 \$	

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

This Agreement is by and between **Board of Public Works** ("Owner") and <u>Buckeye Construction & Restoration, Ltd.</u> ("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: Renovations to the main tower of the Three Rivers Water Filtration Plant including masonry repairs, concrete turret cap repairs, roof replacement, and other miscellaneous repairs and improvements including all associated limestone, brick, sealants, drains, flashings and other appurtenances.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 67238 TRFP Main Entrance Tower Limestone Restoration - Phase 1

ARTICLE 3—ENGINEER

- 3.01 The Owner will retained **City Utilities** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.01 The Owner will retain a qualified firm ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.1 City Utilities ("Engineer"), will act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.2 The part of the Project that pertains to the Work has been designed by Wiss, Janney, Elstner Associates, Inc.

ARTICLE 4—CONTRACT TIMES

- 4.1 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.
- 4.2 ::NOT USED::
- 4.3 Contract Times: Days
- A. The Work will be substantially complete within the number of days specified

- below after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- B. Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date of substantial completion.
- C. Definition of Substantial Completion for this Work shall consist of completing Milestone 1 or, if Alternate 2.A is accepted by the Owner, completing Milestone 2. If Alternate 2.A is accepted contract times and liquidated damages relating to Milestone 1 will be ineffectual.

4.4 Milestones

- A. Parts of the Work must be completed on or before the following Milestone(s):
 - 1. Milestone 1: All work associated with Phase 1 by June 1, 2025.
 - 2. Milestone 2: If Alternate 2.A is accepted, all work associated with Phase 1 and Phase 2 by January 1, 2026.

4.5 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 apenalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$1,000.00 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 \$1,000.00 for each day that expires after such time until the Work is completed and ready for finalpayment.
 - Milestones: Contractor shall pay Owner \$1,000.00 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.

C. ::NOT USED::

4.6 ::NOT USED::

ARTICLE 5—CONTRACT PRICE

- 5.1 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. :: NOT USED ::
 - B. :: NOT USED ::
 - C. :: NOT USED ::
 - D. For all Work, at the prices stated in Contractor's Bid on the QuestCDN online bid submittal, attached hereto as anexhibit.

TOTAL OF ALL UNIT PRICES <u>One Million Four Hundred Fifty-One Thousand Five Hundred Sixty-Eight</u>
<u>Dollars and Zero Cents.</u>

(\$1,451,568.00).

Basis of Award is Base Bid plus Alternates #1A, #1B, and #1C.

ARTICLE 6—PAYMENT PROCEDURES

- 6.1 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.
- 6.2 Progress Payments; Retainage
 - A. Owner shall make progress payments during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted within 45-days of the portions complete, 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.
 - Prior to Final 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).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the

punch list of items to be completed or corrected prior to final payment. 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 EBE goal stipulated in Paragraph 9.03.E. 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 the EBE participation requirements; subject to reduction in the event of non-compliance as provided in Paragraph 9.03.E.

C. Escrow Agreement.

1. If the Contract is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement; unless written notice is received from Contractor prior to execution of the Agreement stating that an Escrow Account is not desired. If an Escrow Account is not desired, then the Board of Public Works, in accordance with IC 36-1-12-14, shall hold the retainage and will not pay interest on the amounts of retainage that it holds.

6.3 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.

6.4 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (00 52 00, inclusive);
 - 2. Escrow Account Agreement (00 54 43, inclusive);
 - 3. Drug Policy Acknowledgment Form (00 5452, inclusive);
 - 4. E-Verify Affidavit (00 54 53, inclusive);
 - 5. Performance Bond Form (00 61 13.13, inclusive);
 - 6. Payment Bond Form (00 61 13.16, inclusive);
 - 7. General Conditions (00 72 00, inclusive);
 - 8. Supplementary Conditions (00 73 00, inclusive);
 - 9. Specifications as listed in the table of contents of the project manual
 - 10. Drawings consisting of Drawing Y-21714, pages 1 through 24, inclusive, with each sheet bearing the following general title: TRFP Main Entrance Tower Limestone Restoration Phase 1;
 - 11. Addenda (numbers 1 to 4, inclusive);
 - 12. Attachments to this Agreement (enumerated as follows);
 - a. Contractor's Bid Worksheet;
 - b. Documentation submitted by Contractor prior to Notice of Award.

- 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attachedhereto:
 - a. Notice to Proceed;
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Orders;
- B. ::NOT USED::
- 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 asprovided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

- 8.1 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.
 - 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.

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.

6. 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.

- 7. 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.
- 8. 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.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 10. 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.
- 11. In connection with the performance of Work under this Contract, Contractor agrees to comply with Anti-Discrimination Under Indiana Code Chapter 5-16-6-1 and be bound by Chapter 93.036, of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78(as amended) on December 12th, 1978. Contractor shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office ofCompliance.

8.2 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;
 - "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 opencompetition;
 - "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.

8.3 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

9.1 Terms

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

9.2 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.

9.3 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 Engineerand Administrator of ContractCompliance;
 - 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/herContract.
- 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.

67238). One counterpart has been delivered to Owner, and one counterpart delivered to Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf. This Agreement will be effective on ______, (which is the Effective Date of the Agreement). CONTRACTOR: OWNER: **CITY OF FORT WAYNE BUCKEYE CONSTRUCTION & RESTORATION** LTD BY: ______Sharon Tucker, MAYOR BY:_____(Name) TITLE:____ (Date signed by Contractor) Address for giving notices: **Board of Public Works** Shan Gunawardena, CHAIR Kumar Menon, MEMBER Chris Guerrero, MEMBER ATTEST: Michelle Fulk-Vondran, CLERK (Date signed by Board)

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

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF) SS:)	
COUNTY OF)	
personally appeared the within named he is theof	nty and State, thisday of,, who under penalty of perjury says that and as such duly authorized to execute the ne as the voluntary act and deed of
IN WITNESS WHEREOF, hereunto subscribed my	y name, affixed my official seal.
	Notary Public
	Printed Name of Notary
My Commission Expires:	
Resident of	County
ACKNOWL	EDGMENT (OWNER)
STATE OF INDIANA) SS:) COUNTY OF ALLEN)	
personally appeared the within named Thomas Guerrero and Michelle Fulk-Vondran, by me pers they are respectively the Mayor of the City of Fo Board of Public Works of the City of Fort Wayne,	Inty and State, thisday of, C. Henry, Shan Gunawardena, Kumar Menon, Chris sonally known, who being by me duly sworn said that port Wayne, and Chairman, Members, and Clerk of the Indiana, and that they signed said instrument on behalf pority so to do and acknowledge said instrument to be in ses and purposes thereinset forth.
IN WITNESS WHEREOF, hereunto subscribed my	y name, affixed my official seal.
	Notary Public
	Printed Name of Notary
My Commission Expires:	
Resident of	County

Interoffice Memo

Date:

May 31, 2024

To:

Common Council Members

From:

Michael Kiester, Manager, City Utilities Engineering

RE:

TRFP Main Entrance Tower Limestone Restoration -Phase 1

Work Order 67238

Council District #5

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Renovations to the main tower of the Three Rivers Water Filtration Plant including masonry repairs, concrete turret cap repairs, roof replacement, and other miscellaneous repairs and improvements including all associated limestone, brick, sealants, drains, flashings and other appurtenances.

<u>Implications of not being approved</u>: The limestone masonry repairs and roof replacement work planned as a part of this project's construction will maintain the structural integrity and aesthetic appearance of the main entrance tower at the Three Rivers Water Filtration Plant.

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

This project was advertised to contractors on 04/18/2024 and 04/25/2024 in the Journal Gazette.

The contract for Resolution #67238 awarded to Buckeye Construction & Restoration, Ltd. for \$1,451,568.00 was the lowest most responsive bidder of five bidders and 17% below the Engineer's estimate of \$1,751,465.00. The next bidder was \$11,732.00 above Buckeye Construction & Restoration Ltd. bid.

The cost of said project funded by Water Revenue.

Council Introduction Date: 06/11/2024

CC:

Matthew Wirtz
Jill Helfrich

File