BILL NO. S-25-07-04

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SPECIAL ORDINANCE NO. S-____

AN ORDINANCE approving CONSTRUCTION CONTRACT - 2025 WATERWORKS **ON-CALL** CONSTRUCTION SERVICES AGREEMENT - (not to exceed \$8,000,000.00) - between ALL SEASONS UNDERGROUND CONSTRUCTION, MIDWEST TRENCHLESS SERVICES, FOX CONTRACTORS, UNDERGROUND CONTRACTORS, PINPOINT DIRECTIONAL DRILLING, S&S DIRECTIONAL BORING 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 - 2025 WATERWORKS ON-CALL CONSTRUCTION SERVICES AGREEMENT between ALL SEASONS UNDERGROUND CONSTRUCTION, MIDWEST TRENCHLESS SERVICES, FOX CONTRACTORS, UNDERGROUND CONTRACTORS, PINPOINT DIRECTIONAL DRILLING, S&S DIRECTIONAL BORING 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 the INSTALLATION OF UTILITY MAINS AND SERVICES;

involving a total cost not to exceed EIGHT MILLION and 00/100 DOLLARS - (\$8,000,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

	PROJECT:	2025 W.	termed	s On-Call Construction						
	Manager	Austyn S								
	Bid Date: (Quote Date)	April 24,								
head					All Seasons Underground Construction Inc	Midwest Trenchless Services, LLC				
1	Description	Quantity	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	1944 Pathing Local R-idential Collector Ter		57	\$130.30	\$105.00	\$125.00	\$706.00	\$300.00	\$2,91.00	\$291.0
-	IBAA Patching Anarial Type C		sr	\$192.00	\$153.00	\$152.00	\$1% m	\$200.06	SC 97 50	\$373.0
3	Temporary Parament Remit		57	\$140.00	\$75.00	\$151.00	\$113.00	\$309.00	\$:\$0.00	\$265.0
4	Course Randows Pand - Local Residential ()		sr	\$100.00	\$\$3.00	\$123.00	\$307.00	\$203.06	\$155.00	\$433.0
5	Concrete Readway Panel - Collector (97)		SY	\$180.00	\$15.00	\$275.00	\$313.00	\$225.00	\$165.00	\$463.0
•	Course Realises Fand - Asterial (127)		SY	\$200.00	\$125.00	\$325.00	\$337.00	\$250.00	\$ \$1.00	\$134.0
1	Curb and O shar			\$120.00	12:02.00	\$152.00	1298.90	\$101.30	\$:41.00	
1	Sdevilla		SY	\$150.00	\$24.00	\$130.00	110.00	the second state state and the second state state and	front of a second s	\$300.0
,	and the second second		ST					\$100.00	\$:33.00	\$110
10	ADA Carb Ramps, All Topes	- '	EA	\$2,000,30	£2,5%0.00	\$1,000.00	\$3,677.00	\$3,000.50	\$1,301.00	\$3,500.0
11	Concrete Driveway Pand		sr	\$150.00	\$15.00	\$290.00	\$104.00	\$202.00	\$155.00	\$1,500.0
	Tet Rist (Temeran)	· ·	FA	\$1,700.00	\$1.070.09	\$1,000,00	\$\$32.93	\$709.00	\$4,150.00	\$1,000.0
12	Renoval of Evaluation	1	EA	\$1,804,50	\$1 200.00	\$1,500.00	\$750.00	\$2,000.00	\$1,400.00	\$1,000.4
บ	Removal of Valve Bones		FA	\$700.00	\$\$70.00	\$500.00	\$2.57.30	\$301.09	\$750.00	\$100.0
14	Tenano Breed		EA	\$2,501.00	\$1.000.00	\$1,250.00	\$1,500.00	\$1,501.00	\$3,750.00	\$1,251.0
15	Fire Hardmatt Assembly	1	EA	\$3,000.00	\$4,000.00	\$3,\$01.00	\$3,407.00	\$3,900.30	\$2,150.00	\$4,200.1
15	Air Related Structure		EA	\$15,000.00	\$3.000.00	\$11.001.00	\$ 2,500.00	\$12,000 30	\$1,725.00	\$12.500.0
17										
18	Mobilization and Demobilization		ſ.	\$1.000.30	\$1.000.00	\$1,001.00	\$1,000.00	\$1.001.00	\$1,600.00	\$1,000.0
19	Parmit Cash Allewater	<u>'</u>	19	\$1.000.00	\$1.000.10	\$1,000.00	\$1,009.00	\$1.001.00	\$1.000.00	\$1,001.0
20	Force Renewal and Replacement Cash Allowa		13	\$1,000.50	\$1.000.30	\$1,000.09	\$1,000.90	\$1.000.00	\$1,000.30	\$1,000.0
-	Ostars Wali Alivezna		15	\$1.001.00	\$1.000.00	\$1,000.00	\$1,000.00	\$1,001.30	\$1,600.00	\$1,000
21	Lood Replacement Shared Risk Work Allervan		LS	\$1,001.00	\$1.000.00	\$1,000.00	\$1,000.00	\$1,002.20	\$1,002.00	\$1,000.0
22	Maintenance and Protection of Teallie	1	LS	\$1.008.20	\$1 000.10	\$1,990.09	\$1,000.00	\$1.000.50	\$1,600.00	\$1,000.
	Bid Alternate Service			Engineer's Estimate	All Seasons Underground Construction Inc	Midwest Trenchless Services, LLC	Fes Centractors	Underground Contractors Inc	Pispoint Directional Drilling Inc	S&S Directional Boring, Ltd.
iten#	Description	Quantity	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
23	Small Service Short Side	-	EA	\$2,752.50	\$4 200.00	\$1,400.00	\$1,470.00	\$1,600.00	\$3,775.00	\$2.251.0
25	Soull Service Long Sole Property Side Service Coordination		EA	\$401.00	\$4,400.00	\$1.501.00	\$2.5(3.9)	11,300,50	\$5.575.00	\$3,500.0
25	Properto Side Service Coordination Properto Side Service		EA	\$400.00	\$150.00	\$501.00 \$4,001.00	\$433.00	\$1,000.00	\$100.00 \$43.00	\$425.0
27	Small Service Short Side Plus Property Side		EA	\$5,751.00	\$1.000.00	\$5,001.00	\$6.314.00	\$1,901.00	11.575.00	\$5,2010
28	Small Service Long Side Pira Property Side		EA	\$7,251.00	\$9.20.30	\$1.101.00	\$7,117.00	\$5 533.00	£1,175.00	\$1.00.0
29	Budowi Savia	1	EA	\$8,000.30	\$3.500.00	\$3,201.00	\$5,344.00	\$1.501.00	\$5,550 00	\$5,800.0
30	Service Meetification	1	EA	00.002	\$306.30	\$751.00	\$3.50.00	1501.00	\$1,200.00	\$732.1
_	Bid Alternate Cross Bore Te			Engineer's Estimate	All Seasons Underground Construction Inc	Midwest Trenchless Services, LLC			Pinpoint Directional Drilling Inc	SAS Directional Baring, Ltd.
hen.s	Description	Quantity	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
31	Televising Setup		EA	\$10,000.04		0.300.00	\$2,371.20	\$750.00	\$530.00	\$536.2
33	Televising Sever Free Lateral Laurech		L.	\$10.04 \$1,000.00		\$1.00 ****	\$1.50.00	55.50	15.00	541
	Bid Alternate 2" HDI	D	PA	Engineer's Estimate	All Seasons Underground Construction Inc	Sist IN Midwest Trenchless Services, LLC		Underground Contractors Inc	Fingeint Directional Drilling Inc	S&S Directional Boring, Ltd.
henf	Description	Quantity	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
м	1" HDPE HDD - Eastment - 107 or Loss	1	u	\$1.30	\$50.00	\$37.00	\$15.00	\$30.50	\$50.00	1310
35	2" HOPE HED - Fasement - 107 is \$32	-	u	\$23.20	\$11.30	\$12.00	\$65.00	\$21.50	521.00	\$24.0
36	2" HD/E HDD - Eastern - 507 or more	-	ur .	\$23.26	\$35.30	\$17.00	\$25.00	\$16.00	\$17.00	\$16.0
37	2'IDFE (DO - Rard - 107 or Los		IF	\$31.30	\$33.30	នរាយ	\$15.00	\$31.30	545 00	5 55
29	2" HDPE HDD - Rand - 197 to \$97	-	in the	00.123	\$45.00	\$30.09	\$15.00	\$11.00	\$19.00	£10
40	2" HDPE HDD - Rand - 500" or Mars 2" HDPE HDD - Whan - 100" or Less		l.	\$25.00 \$31.00	\$40.00 \$50.00	£25.09 \$-3.09	\$25.00	\$18.00	\$16.00	\$10
41	2" HDPE HDD - Urban - 100 to 500		il us	19130	\$51.00	\$31.00	\$70.00	\$15.00	\$\$3.20	\$350
4	2" HDPE HDO - Urban - 507 or Mare		U	£1.M	\$43.00	\$36.00	\$21.00	E130	\$34.00	\$21.0
0	2" HD/TE Open Tranh		ur ·	\$51.00	\$\$\$.50	\$25.00	\$18.00	\$32.50		\$11
44	2º Ferina		EA	\$5.000.00	\$152.00	\$750.00	\$3.692.00	\$251.00	\$2,159.00	\$1.500.0
45	2" Mainfine Valve and Box		EA	\$2,000.00	\$1,500.00	\$2,000.00	\$1.690.00	\$251.00	\$2,151.00	\$1.700.0
45	Main Conportine 2*			\$5,000.50	61.101.12	\$1,501.00	\$3.6%2.00	\$12,000.00	\$2,750.00	
	Out and Plag 2" For Abandrement			\$3,000.00			and the second second			
head	Bid Alternate 3" HDI Description		(JEA		\$1.001.00	f1500		\$1,500.00	S1.151.00	\$1,200.0
4	3" HDPE HDD - Eastmant - 107 or Loss		1	Engineer's Estimate	All Seasons Underground Construction Inc	Midwest Trenchless Services, LLC	Fex Centractors	\$1.500.00 Underground Contractors Inc	Pinpoint Directional Drilling Inc	\$1.2007 S&S Directional Boring, Ltd.
49		Quantity	1	Engineer's Estimate Unit Price	All Seasons Underground Construction Inc Unit Price	Midwest Trenchless Services, LLC Unit Price	Fex Centractors Unit Price	\$1.500.00 Underground Contractors Inc Unit Price	Pinpoint Directional Drilling Inc Unit Price	Stands S&S Directional Boring, Ltd. Unit Price
53	3" HDPE HDD - Exement - 107 to 507	Quantity	1	Engineer's Estimate	All Seasons Underground Construction Inc	Midwest Trenchless Services, LLC	Fex Centractors	\$1.500.00 Underground Contractors Inc	Pinpoint Directional Drilling Inc	51.2001 S&S Directional Boring, Ltd Unit Price 5700
51	3" HD/E HDD - Essenent - 107 to 507 3" HD/E HDD - Essenent - 507 or more	Quantity	Unit	Engineer's Estimate Unit Price \$35.00	All Seasons Underground Construction Inc Unit Price \$50.20	Midwest Trenchless Services, LLC Unit Price \$42.00	Fex Contractors Unit Price \$103.00 \$44.00	51.50.20 Underground Contractors Inc Unit Price 500.20 500.20	Pinpoint Directional Drilling Inc Unit Price 550 00	51.2001 S&S Directional Boring, Ltd Unit Price 4794 534
		Quantity	Unit UF	Engineer's Estimate Unit Price \$35.00 \$30.00	All Seasons Underground Construction Inc Unit Price \$53.00 \$43.00	Midwest Trenchless Services, LLC Unit Price \$42.00 \$36.00	Fex Contractors Unit Price \$103.00 \$44.00	11.501.00 Underground Contractors Inc Unit Price 301.00 \$23.00 \$23.00	Pinpeint Directional Drilling Inc Unit Price 551 20 554 20	51.2027 S&S Directional Boring, Ltd. Unit Price 5720 5220 5220
12	3' HOFE HED - Exampl - 507 of more 3' HOFE HED - Earl - 107 of Los 1' HOFE HED - Earl - 107 of 507	Quantity	Unit Ur UF UF	Engineer's Estimate Unit Price 50.00 50.00 50.00 50.00 50.00 50.00 50.00	All Searces Underground Construction Inc Unit Price 19329 1939 1949 1949 1949 1949 1949 1949 194	Midwast Treschies Services, LLC Unit Price 1928 1939 1949 1949 1949 1949 1949 1949	Fox Contractors Unit Price \$100 00 \$44 00 \$100 00 \$100 00 \$44 00	115020 Undergrund Centractors Inc Unit Price 8230 8230 8230 8230 8230 8230	Pinpelat Directional Drelling Inc Unit Price 552 00 524 00 522 00 523 00 524 00 524 00 523 00 524 00 524 00 523 00 524 00 524 00	51.2001 S&S Directional Boring, Lei Unit Price Fill E20 E20 E20 E20 E20 E20 E20 E20 E20 E20
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53 54 55 57 58 57 58 59 60 61 61 62 62 63 64 65	YOFT HED - Example - Store may YOFT HED - Earlie - Store may YOFT HED - Line - Store may PETER D - Line - Store may YOFT HED - Line - Store may Yoft May Yoft HED - May Yoft Yoft HED - May Yoft HED - May Yoft Yoft Yoft Yoft Yoft			Explorer's Estimate Unit Pree 1939 1939 1939 1939 1939 1939 1939 19	All Seares Underground Construction Inc Unit Price Unit Price	Mikrest Treeckest Service, LLC Ubit Price 1928 1939 1939 1937 1938 1939 1939 1939 1939 1939 1937 1938 1940 1937 1938 1938 1938 1938 1938 1938 1938 1939 1939 1937 1938 1939 1939 1933 1937	Fit.Centrici Unit Price 1000 1000 1400	19393 Usdreyread Cestractor Loc Ush Price 1939 1939 1939 1939 1939 1939 1939 193	Pingels/Directional Detiling Loc Unit Price 155 20 155 20 155 20	9.202 9.42 Direction J Broke, Lid Ust Nice 10. 10. 10. 10. 10. 10. 10. 10. 10. 10.
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53 54 55 55 57 91 63 64 64 65 65 65 67 64 64 63 70	YOFT HED - Example - Self et man YOFT HED - Example - Self et max YOFT HED - Self - Self et max YOFT YOFT HED - Self et max YOFT HED - Self et m			Explorer's Estimate Unit Proce 1939 1939 1939 1939 1939 1939 1939 193	All Sennes Underground Construction Inc Unit Price 1932 1937 1939 1939 1939 1939 1939 1939 1939	Mikent Treeken Service, LLC Ubit Price 1020 1030 1031 1032 1033 1033 1033 1033 1033 1033 1033 1033 1040 1032 1033 1034 1035 1035 1035 1035 1035 1035 1035 1035 1035 1035 1035 1035 1035 1035 1035 1033 10335 1033 10335 1033 1033 10335 10335 10335 10335 10335 1034 1035 1035 1036 1037	Fit Centration Unit Price 15:202 14:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20 15:20	19393 Usdreyread Centration Le Unit Price 3330 5133 5133 5133 5133 5133 5133 5133	Pingelat Directional Dealing Loc Unit Price 152.92 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 155.90 154.90 155.90 154.90 155.90 154.90 155.90 154.90 155.90 154.90 155.90 154.90 155.90 154.90 155.90 154.90 155.90 154.90 155.90 154.90 155.90 155.90 155.90 155.90 155.90 155.90 155.90 155.90	9.225 843 Directional Broke, Led Usta Rice 10 10 10 10 10 10 10 10 10 10 10 10 10
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53 54 55 55 57 7 8 59 60 61 61 62 62 63 64 65 65 67 64 64 69 70 71	YOT HED. Fanas: - 527 et aux YOT HED. Fanas: - 527 et aux YOT HED. Fanis - 158 a fee YOT HED 159 a fe			Explorer's Estimate Unit Proce 1939 1939 1939 1939 1939 1939 1939 193	All Sennes Underground Crustwerdon Inc Unit Price Unit	Mikrest Treeckest Service, LLC Ubit Price 1920 1937 1938 1939 1939 1949 1949 1949 1949 1949 1949 1944 1949 1944 1949	Fit Centration Urb Price 15292 1409 <t< td=""><td>115819 Usdregressel Centrofue Lec Ush Price 1159 1</td><td>Pingels/Directional Dealing Loc Unit Price 152.92 152.93</td><td>9 222 545 Directaral Parise, Lei Unit Paris 545 Directaral Parise, Lei 54 54 54 54 54 54 54 55 55 55 55 55 55</td></t<>	115819 Usdregressel Centrofue Lec Ush Price 1159 1	Pingels/Directional Dealing Loc Unit Price 152.92 152.93	9 222 545 Directaral Parise, Lei Unit Paris 545 Directaral Parise, Lei 54 54 54 54 54 54 54 55 55 55 55 55 55
53 54 55 55 57 59 60 61 61 62 63 64 65 66 66 67 64 69 70 71 71 72	YOFT IED Example - 527 et may YOFT IED Fair - 152 et less YOFT IED 152 et less YOFT IED.			Explorer's Estimate Unit Price 1939 1939 1939 1939 1939 1939 1939 193	All Sennes Underground Construction Inc. Unit Price 1832 1832 1832 1832 1832 1833 1832 1832 1833 1833 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1832 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833 1833	Milwest Treeckest Service, LLC Ubit Price 1928 1939 1939 1939 1939 1939 1939 1939 1939 1939 1937 1938 1937 1938 1939 1937 1938 1937 1938 1937 1938 1937 1938 1937 1938 1937 1938 1939	Fit Centration UbPrice 15292 1402 1402 1402 1402 1402 1402 1402 1402 1402 1402 1402 1402 1403 1403 1403 1403 1403 1403 1403 1403 1403 1404 1405 1405 1403 1404 1405 1406 1407 1408 1409 1409 1409 1409 1409 1409 1409 1409 1409 1409 1409 1409 1409 1409 1409 1409	19393 Ustrermad Centration Lec Unit Price 913 913 913 913 913 913 913 913 913 913	Pingels/Directional Dealing Loc Unit Price 152.92 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.90 154.91 154.90 154.92 154.90 154.93 154.90 154.93 154.90 155.90 155.90 155.90 155.90 155.90 155.90 155.90 155.90	9328 843 Directional Bories, Lid. Usat Rice Part 1 1920
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_	PROJECT:	2025 11	terret	s On-Call Construction						
-	PROJECT: Manager	Austyn S								
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-	1			Engineer's Estimate	All Seasons Underground Construction Inc	Midwest Trenchless Services, LLC	For Contraction	lister to see to	N. 1. N. 4. 15 M. 4	
ent	Description	Quantity	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	\$&\$ Directional Boring, Ltd. Unit Price
82	6" HERE HERD + Urban + 100" or Loss		U	\$15.00	\$70.00	\$43.59	\$130.00	155.60	\$\$3.20	\$10.00
84	5" HEFE HED - Uthen - 10" to 507 5" HEFE HED - Uthen - 50" or Mare	· · ·	u u	\$30.00 \$43.00	\$45.00 \$15.00	\$10.30	\$130.00 \$45.00	\$47.00	\$65.00 \$61.00	\$55.00
85	6' HEFE Open Trends		ur	572.00	\$70.00	\$47.60	\$27.30	\$33.00	PLA.	\$115.00
86 87	C Fiting		EA	\$3,000.00	\$1.001.00	\$2,003.00	\$2,900.00	\$1,000.00	\$2,751.00	\$1,800.00
n	6" Mainline Valve and Box Main Companies 6"		EA EA	\$1,500,00	\$1,500.00	\$2,500.00 \$4,500.00	\$2.908.30 \$2.908.30	\$1.500.00 \$1.000.00	\$1,251.00	11.000 00 \$4.500 00
1)	Cut and Plag & Fire Abandrament		EA	\$3,000.00	\$1.200.09	\$2,500.00	\$2,900.00	\$2.992.00	\$2,450,50	\$3.000 m
tem#	Bid Alternate 8" HDD Description	Quantity	Unit	Engineer's Estimate Unit Price	All Sessons Underground Construction Inc Unit Price	Midwest Trenchless Services, LLC Unit Price	Fox Contractors Unit Price	Underground Contractors Inc Unit Price	Pinpoint Directional Drilling Inc Unit Price	S&S Directional Boring, Ltd. Unit Price
90	P HDIE HDQ - Esement - HW or Less	1	UF	\$30.00	\$75.00	· \$21.50	\$134.00	\$63.00	\$75.00	\$106.02
9; 92	I' HEFE HEO + Eastment + 1N to 507	-	ur .	\$43.00	\$71.00	\$69.00	\$1.00	\$51.00	155.00	\$13 02
93	1' HDPE HDO - Exemunit - 500' or mire 1' HDPE HDO - Ramil - 100' or Loss		บ บ	\$40.00	\$70.00	\$51.00 \$73.00	\$134.30	\$45.00	\$43.00	\$/8 00 \$/28 00
94	V HEIFE HEDD + Kural + 100 to 507		ur	\$45.00	\$70.00	\$45.00	\$71.30	\$55.00	\$52.00	545 00
\$5 56	5" HEFE HED - Rand - 530 or Mare 5" HEFE HED - Ubm - 152 or Less	-	u u	\$40.00	570.00	\$54.00	\$57.50	\$30.00	\$44.00	\$72.00
97	1º HDPE HDD - UVen - 102 to 507		UF UF	\$15.00	\$11.00 \$75.00	\$11.00 \$12.00	\$138.00 \$315.00	\$51.00	140.00 \$63.00	\$112.00
91	4" HEATE HEDO - Urban - Sol" or Mare		UF	\$52.90	\$75.00	\$77.99	\$52,00	\$55.00	\$54.00	\$145 00
\$9 100	1º HEFE Open Trench 1º Fatireza	-	ZA	\$10.00	571.90	\$45.00	\$34.30	\$70.00		\$:55.00
161	4" Mainline Value and Box		EA	\$3,000.00	\$3,000,00	\$2.500 to \$2.800.00	\$3,300.00	\$1.000.00 \$2.000.00	\$1,100.00	\$1,200.00 \$3,000.00
102	Main Consection F		EA	\$5,000.00	\$5,000.00	03 X 6 12	\$3,302.50	\$8.030.00	\$1,400.00	\$7,500.30
163	Cut and Play & Fire Ahardement Bid Alternate 16" HDI		ZA	si man mainte	\$3,200.00 All Seasons Underground Construction Inc	12.502 00 Midwest Trenchless Services, LLC	\$3.302.50 Fax Castracture	S2.000 00 Underground Contractors Inc	S2.552.00	SAS Directional Parises Ltd
tent		Quantity	Unit	Unit Price	All Sessions Underground Construction Inc	Unit Price	Fox Contractors Unit Price	Underground Contractors Inc Unit Price	Pinpoint Directional Drilling Inc Unit Price	S&S Directional Boring, Ltd. Unit Price
164	10" FEVE FEID - Faurment - 107 or Less		LF	\$3-30.00		\$102.00	\$149.00	\$70.00	\$10.0%	\$:44.00
165	10" FEFE HED - Essenant - 107 to 507 10" FEFE HED - Essenant - 507 or more	1	u u	\$15.00		\$16.90 \$72.00	\$110.00 \$65.00	\$55.00	171.00	516.00
167	10" HEATE HED - Rand - 107 or Lass		3	\$100.00		\$72.00	\$143.50	\$50.00	\$64.00 \$92.00	\$11.00 \$:70.00
108 109	14" HDFE HDO + Rand + 107 to 507		U.S	\$15.00		580.00	\$110.00	\$50.00	\$70.00	\$:30.00
110	10" HENTE HELD + Rami + 507 or Mare 10" HENTE HELD + Uthan + 100 or Loss	1	u u	\$15.00 \$210.00		\$17.00	\$65.00	\$35.97	\$62.50	\$ 25.00
m	W HEFE HED - Units - HW to SW		u U	\$110.00 \$110.00		\$107.00 \$102.00	\$145.00 \$117.50	\$71.30	\$303.00	\$1,30,00
112	19" HEVE HED - Ultur - 537 or Mire		J	\$14.90		\$%.03	\$71.00	\$50.00	178.00	\$:45.00
113	10" HDFE Open Trank	1	U	\$120.00		\$34.00	\$42.00	\$75.00	0.0000	\$:15.00
115	10° Finites 10° Milalase Volve and Beer		EA	\$5.009.00 \$5.000.00		12,732.00 13,902.00	\$3,501.00 \$3,501.00	\$2.000.30 \$10.000.00	\$3,253,00 \$4,500,00	\$2.500.00 \$3.200.00
115	Main Connection 107		EA	\$5.000.00		\$1,000 39	\$1.501.38	\$10 mm m	\$4,353.00	\$1.500 00
117	Cut mi Ping 10" Fire Aberdmanet Bid Alternate 12" HD		EA	Stone Engineer's Estimate	All Seasons Underground Construction Inc	Midwest Treachless Services, LLC	\$1.501.00	\$3 on at	S2.753 M	\$3,000.00
tern#	Description	Quartity	Unit	Unit Price	Unit Price	Unit Price	Fex Centractors Unit Price	Underground Contractors Inc Unit Price	Pinpoint Directional Drilling Inc Unit Price	S&S Directional Boring, Ltd. Unit Price
116	12" HDPE HDD - Exemunt - 107 or Less		U	\$130.50		\$134.00	\$152.00	\$75.00	\$100.50	\$:32.00
119	12" FEFE HED - Examinet - 10C to 507 12" FEFE HED - Examinet - 507 to more	\square	U.	\$15.00		\$107.00	\$130.00 \$75.00	\$15.00	\$\$7.00 \$71.00	\$*0.00
212	12" HEFE FED - Rund - 107 or Loss		ur	\$100.00		1:17.00	\$152.00	\$15.00	110.00	\$71,00
122	13" HDFE HDD - Rand - 107 to 507		UF .	\$55.00		5:00.00	\$131.30	\$15.00	\$10.00	\$15.00
123	12" HEVE HED . Rand . SOJ or Mare 11" HEVE HED . Urban . 137 or Less	\vdash	UF	\$55.00		\$34.00 \$14.00	\$75.00	\$50.00	£71.38	585 m
125	12" HEATE HELD - Urban - 137 to 537		U	\$110.00		\$127.00	\$155.00	\$75.00	\$125.00	\$140.00
125	12" HDPE HDD + Urban + 592 or Mire		UF	\$10.50		f 120.50	\$\$1,50	\$15.00	\$15.00	\$:67.00
127	12" HEFE Open Trends	-	LF CF	\$100.00 \$1,000.00		\$ /15 20	\$35.00 \$3,750.00	90.002 \$1.500.00		\$150.00
129	12" Melatine Valve and Box		EA	\$5.000.00		\$4,500.00	\$1,752.50	\$3.531.00	\$1,432.00 \$4,500.00	\$2,601.00
130	Main Connection 12*	-	EA	\$5 500.00		\$7,500.00	\$1,751.00	\$20,000.00	\$4,500.00	\$10.000.00
in.	Cut and Plus 12" For Abundancest Bid Alternate 16" HD	D	EA	Stoon at	All Seasons Underground Construction Inc	54.500 Midwest Treachless Services, LLC	\$1,751.50 Fex Centracters	SS AM. M Underground Contractors Inc	\$3.001.00 Pinpoint Directional Drilling Inc	\$3.501 m \$&\$ Directional Boring, Ltd.
	T		Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Description	Quantity								
112	16" HD/E HDO - Esement - 10/ er Len		UF	\$2.00.50		\$155.00	\$157.00	\$115.00		\$121.00
132 133			u u u	\$100.00		\$134.20	\$152.50	\$155.00		\$174.00
132 133 134 135	16" HOFE HOD - Exemuti - 107 or Less 16" HOFE HOD - Exemuti - 107 or Jos 16" HOFE HOD - Exemuti - 307 or Less 16" HOFE HOD - Exemuti - 307 or Less		UU UU UU	\$1.01.00 \$75.00 \$20.00		\$134.20 \$110.00 \$145.50	\$151.50 \$11.50 \$1157.00			and the second se
132 133 134 135 136	16 HOFE HED - Exempt - 107 or Les 16" HOFE HED - Exempt - 107 to 507 19" HOFE HED - Exempt - 107 to 507 19" HOFE HED - Rund - 107 or Les 19" HOFE HED - Rund - 107 to 507		u u	\$100.00 \$75.00 \$330.00 \$130.00		1:34.20 1:10.20 1:46.50 1:35.50	\$151.00 \$1151.00 \$1157.00 \$1135.00	\$155.00 \$145.00 \$135.00 \$135.00 \$137.30		\$134.00 \$165.00 \$333.00 \$195.00 \$195.00
132 133 134 135 135 135	10 EDE EDD - Exempt - 107 et Les 16 EDE EDD - Exem - 107 et Les 16 EDE EDD - Exem - 107 et S07		UU UU UU	\$100.00 \$75.00 \$330.00 \$100.00 \$75.00		\$13499 5113 99 1745 59 1725 59 1725 59 1725 59	\$151.50 \$112.50 \$1137.00 \$1135.00 \$1135.00	\$135 00 \$145 00 \$115 00 \$115 00 \$170 00 \$170 00 \$150 00		5:34 00 5:15 00 5333 00 5:16 30 5:16 30 5:25 30
132 133 134 135 135 137 138 139	16 HOFE HED - Exempt - 107 or Les 16" HOFE HED - Exempt - 107 to 507 19" HOFE HED - Exempt - 107 to 507 19" HOFE HED - Rund - 107 or Les 19" HOFE HED - Rund - 107 to 507			\$100.00 \$75.00 \$330.00 \$130.00		1:34.20 1:10.20 1:46.50 1:35.50	\$151.00 \$1151.00 \$1157.00 \$1135.00	\$155.00 \$145.00 \$135.00 \$135.00 \$137.30		\$134.00 \$165.00 \$333.00 \$195.00 \$195.00
132 133 134 135 135 137 138 139 149	19 1071 1603 - Evenet - 180 e Even 19 1071 1803 - Evenet - 180 e Even 19 1071 1803 - Evenet - 180 e Even 19 1071 1803 - Even - 180 e Even 19 1071 1803 - Una - 180 e Even 19 1071 1803 - Una - 180 e Even			\$102.00 \$13.00 \$33.00 \$101.00 \$101.00 \$155.00 \$400.00 \$159.00 \$159.00		13492 11139 11439 11359 11359 11359 11359 11359 11359 11359	\$153.20 \$197.20 \$1197.00 \$1155.00 \$1155.00 \$1155.00 \$1155.00 \$1155.00	1155 bi 1145 bi 1158 bi 1178 bi 1178 bi 1178 bi 1178 bi 1178 bi 1178 bi 1178 bi		51100 51300 51300 51300 51300 513300 513300 51340 51340 5135 5135 5135 5135 5135 5135 5135 513
132 133 134 135 135 135 137 138 139 149	10 1075 ED - Favorat - DV or Los 19 1071 ED - Favorat - DV or Los 19 1071 ED - Favorat - DV or SV 19 1071 ED - Los - Los - DV or SV 19 1071 ED - Los - DV or SV 19 1071 ED - Los - DV or SV 19 1071 ED - Los - DV or Marc 19 1071 ED - DV or SV			\$100.00 \$13.00 \$13.00 \$13.00 \$130.00 \$130.00 \$150.00 \$100.00 \$150.00		11492 111392 11453 11453 11453 11455 11455 11455 114552	\$153.20 \$197.20 \$197.00 \$1157.00 \$1155.00 \$155.00	1155 M F145 M F145 M F175 M F175 M F175 M F175 M F175 M F175 M F175 M F175 M		5:1400 1:63 (0 1:13) 1:13
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	PROJECT:	F: 2025 Waterworks On-Call Construction								
	Marager	Austra Stroff org Aged 24, 2025		<u> </u>				·		
	Bid Date: (Quote Date)									
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				Engineer's Estimate	All Seesans Underground Construction Inc.	Midwan Trancklen Servicer, LLC	Fex Contractors	Unforground Contractors inc	Pinpoint Directional Drilling Inc	S&S Directional Bering, Ltd.
her#	Description	Questing	Unit	Unix Price	Unit Price	Unit Price	Linit Price	Uni Price	Unit Price	Unit Price
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AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Board of Public Works ("Owner") and ______ All Seasons Underground ______ ("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: This on-call construction services agreement is designed to secure pricing from multiple qualified contractors for the installation of utility mains and services.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2025 WaterWorks On-Call Construction Services Agreement

ARTICLE 3—ENGINEER

3.01 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.

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 :::NOT USED::
- 4.03 Contract Times: Days
 - A. This on-call contract will establish Substantial Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Substantial Completion for said project.
 - B. This on-call contract will establish Final Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Final Completion for said project.
 - C. Definition of Substantial Completion for this Work shall consist of all Work excluding restoration is complete.
- 4.04 Milestones

Agreement Between Owner and Contractor (non-SRF) EJCDC C-520 Modified by CUE, City of Fort Wayne (Feb 2022)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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- 4.03 Contract Times: Days
 - A. This on-call contract will establish Substantial Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Substantial Completion for said project.
 - B. This on-call contract will establish Final Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Final Completion for said project.
 - C. Definition of Substantial Completion for this Work shall consist of all Work excluding restoration is complete.
- 4.04 Milestones

Agreement Between Owner and Contractor (non-SRF) EJCDC C-520 Modified by CUE, City of Fort Wayne (Feb 2022) 00 52 00-1

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Board of Public Works ("Owner") and <u>Midwest Trenchless</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: This on-call construction services agreement is designed to secure pricing from multiple qualified contractors for the installation of utility mains and services.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2025 WaterWorks On-Call Construction Services Agreement

ARTICLE 3-ENGINEER

3.01 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.

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 ::NOT USED::
- 4.03 Contract Times: Days
 - A. This on-call contract will establish Substantial Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Substantial Completion for said project.
 - B. This on-call contract will establish Final Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Final Completion for said project.
 - C. Definition of Substantial Completion for this Work shall consist of all Work excluding restoration is complete.
- 4.04 Milestones

Agreement Between Owner and Contractor (non-SRF) EJCDC C-520 Modified by CUE, City of Fort Wayne (Feb 2022)

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

This Agreement is by and between **Board of Public Works** ("Owner") and <u>Pinpoint Directional Drilling</u>, Inc. ("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: This on-call construction services agreement is designed to secure pricing from multiple qualified contractors for the installation of utility mains and services.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2025 WaterWorks On-Call Construction Services Agreement

ARTICLE 3-ENGINEER

3.01 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.

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 ::NOT USED::
- 4.03 Contract Times: Days
 - A. This on-call contract will establish Substantial Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Substantial Completion for said project.
 - B. This on-call contract will establish Final Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Final Completion for said project.
 - C. Definition of Substantial Completion for this Work shall consist of all Work excluding restoration is complete.
- 4.04 Milestones

Agreement Between Owner and Contractor (non-SRF) EJCDC C-520 Modified by CUE, City of Fort Wayne (Feb 2022)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Board of Public Works ("Owner") and Sis Directional Boing U.J.

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: This on-call construction services agreement is designed to secure pricing from multiple qualified contractors for the installation of utility mains and services.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2025 WaterWorks On-Call Construction Services Agreement

ARTICLE 3—ENGINEER

3.01 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.

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 ::NOT USED;:
- 4.03 Contract Times: Days
 - A. This on-call contract will establish Substantial Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Substantial Completion for said project.
 - B. This on-call contract will establish Final Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Final Completion for said project.
 - C. Definition of Substantial Completion for this Work shall consist of all Work excluding restoration is complete.
- 4.04 Mllestones

Agreement Between Owner and Contractor (non-SRF) EJCDC C-520 Modified by CUE, City of Fort Wayne (Feb 2022)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Board of Public Works ("Owner") and Under gound Contractors IN.C. ("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: This on-call construction services agreement is designed to secure pricing from multiple qualified contractors for the installation of utility mains and services.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2025 WaterWorks On-Call Construction Services Agreement

ARTICLE 3—ENGINEER

3.01 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.

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 ::NOT USED::

- 4.03 Contract Times: Days
 - A. This on-call contract will establish Substantial Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Substantial Completion for said project.
 - B. This on-call contract will establish Final Completion dates for each requested project separately in writing. Contractor, if submitting for a project, shall be required to meet the proposed Final Completion for said project.
 - C. Definition of Substantial Completion for this Work shall consist of all Work excluding restoration is complete.
- 4.04 Milestones

Agreement Between Owner and Contractor (non-SRF) EICDC C-520 Modified by CUE, City of Fort Wayne (Feb 2022)

A. Not used.

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 \$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 final payment.
 - 3. 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::
- 4.06 ::NOT USED::

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. :: 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 an exhibit.

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

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 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

- 7.01 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 54 52, 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);
- 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 Standard Details, inclusive, with each sheet bearing the following general title: 2025 WaterWorks On-Call Construction Services Agreement;
- 11. Addenda (numbers _____ to _____, 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 attached hereto:
 - 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 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.
 - 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.
- 12. In connection with the performance of Work under this Contract, Contractor agrees to comply with Anti-Discrimination Under Indiana Code Chapter 5-16-6-1 and be bound by Chapter 93.036, of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. Contractor shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

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;
 - "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;
 - 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract name 2025 WaterWorks On-Call Construction Services Agreement). 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**

(Name)

BY:

BY: Sharon Tucker, MAYOR

TITLE:

DATE: ______ (Date signed by Contractor)

Address for giving notices:

Board of Public Works

BY: ____

Shan Gunawardena, CHAIR

BY:

Kumar Menon, MEMBER

BY:

Chris Guerrero, MEMBER

ATTEST:

Michelle Fulk-Vondran, CLERK

DATE:__

(Date signed by Board)

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF _____) SS:) COUNTY OF ____ 1

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _______ personally appeared the within named _______ who under penalty of perjury says that they are the ______ of ______ and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of ______ for the uses and purposes therein set forth.

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

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of ______ County

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA) SS:) COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this ______ day of ______, personally appeared the within named Sharon Tucker, 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

Agreement Between Owner and Contractor (non-SRF) EJCDC C-520 Modified by CUE, City of Fort Wayne (Feb 2022)

City Utilities Engineering

Interoffice Memo

Date:	June 16, 2025	
To:	Common Council Members	
From:	Eric Ruppert, Manager, City Utilities Engineering	-
RE:	2025 WaterWorks On-Call Construction Services Agreement	

in 30/25

Council District # Citywide

<u>The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project:</u> This on-call construction services agreement is designed to secure pricing from multiple qualified contractors for the installation of utility mains and services.

<u>Implications of not being approved</u>: The WaterWorks on-call agreement gives our utility the flexibility to leverage large quantity pricing and take advantage of each contractors best unit prices and help the Utility be responsiveness to address emergencies or accommodate accelerated project delivery timelines.

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

This project was advertised to contractors on 4/03/2025, and 4/10/2025 in the Journal Gazette.

The contract for Resolution 2025 WaterWorks On-Call Construction Services Agreement awarded to All Seasons Underground Construction, Midwest Trenchless Services, Fox Contractors, Underground Contractors, Pinpoint Directional Drilling and S&S Directional Boring. All contractors were vetted and determined capable of completing work under the on-call agreement. Combined work between all contractors shall not exceed 8 million dollars.

The cost of said project funded by Water Utility and Sewer Utility Revenue.

Council Introduction Date 7/08/2025

CC: Matthew Wirtz Jill Helfrich File