BILL NO. S-26-11-15

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT – TRACT 20 EAST LEAD SERVICE LINE AND WATER MAIN REPLACEMENT – W.O.# 67621 - ($3,379,941.92) – between KLS UNDERGROUND, INC 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 - TRACT 20 EAST LEAD SERVICE LINE AND WATER MAIN REPLACEMENT – W.O.# 67621 - between KLS UNDERGROUND, INC 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: LEAD SERVICE LINE REPLACEMENTS WITHIN THE EASTERN HALF OF CENSUS TRACT 20, INCLUDING APPROXIMATELY 400 WATER SERVICE REPLACEMENTS, INSTALLATION OF APPROXIMATELY 3,375' OF 6" AND 2,060' OF 8" HDPE WATER MAIN BY HORIZONTAL DIRECTIONAL DRILLING, HYDRANTS, VALVES, CONNECTIONS, AND ALL OTHER APPURTENANCES;

involving a total cost of THREE MILLION THREE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED FORTY-ONE and 92/100 DOLLARS - ($3,379,941.92). 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:	Tract 20 East Service Line and WMR
Resolution#:	67621
Work Order#:	67621
Project Designer	Kyle Vollmann
Construction Manager	Derrick Edwards
Manager	Andrew Schipper
Bid Date: (Quote Date)	October 1, 2026
Funding:	

BID				Engineer's Estimate		KLS Underground		All Season's Underground Construction Company		Tas Contractors		VTF Excavation, LLC		National Industrial Maintenance	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization and Demobilization	1	LS	$250,000.00	$ 250,000.00	$50,000.00	$ 50,000.00	$75,000.00	$ 75,000.00	$48,900.00	$ 48,900.00	$163,500.00	$ 163,500.00	$260,000.00	$ 260,000.00
2	Maintenance and Protection of Traffic	1	EA	$175,000.00	$ 175,000.00	$28,000.00	$ 28,000.00	$35,000.00	$ 35,000.00	$16,046.00	$ 16,046.00	$268,000.00	$ 268,000.00	$41,287.23	$ 41,287.23
3	Video Documentation of Conditions	1	LS	$45,000.00	$ 45,000.00	$16,800.00	$ 16,800.00	$7,500.00	$ 7,500.00	$1,657.00	$ 1,657.00	$8,000.00	$ 8,000.00	$50,000.00	$ 50,000.00
4	HMA Pathway Leveling and Overlay	2500	SY	$150.00	$ 375,000.00	$5.00	$ 12,500.00	$75.00	$ 187,500.00	$198.00	$ 495,000.00	$120.00	$ 300,000.00	$166.00	$ 307,000.00
5	HMA Parking Aprons	100	SY	$175.00	$ 17,500.00	$5.00	$ 1,500.00	$885.00	$ 25,500.00	$211.00	$ 63,300.00	$141.00	$ 42,300.00	$157.56	$ 47,262.00
6	Temporary Pavement Repair	1500	SY	$100.00	$ 150,000.00	$5.00	$ 7,500.00	$50.00	$ 75,000.00	$118.00	$ 178,500.00	$118.00	$ 177,000.00	$73.44	$ 110,160.00
7	PCCP Local/Residential	100	SY	$300.00	$ 30,000.00	$100.00	$ 10,000.00	$125.00	$ 12,500.00	$326.00	$ 32,600.00	$164.00	$ 16,400.00	$222.17	$ 22,217.00
8	Brick Restoration	100	SY	$200.00	$ 40,000.00	$5.00	$ 1,000.00	$200.00	$ 40,000.00	$329.00	$ 65,800.00	$59.00	$ 11,800.00	$71.07	$ 14,214.00
9	Curb and Gutter	200	LF	$200.00	$ 40,000.00	$5.00	$ 1,000.00	$125.00	$ 25,000.00	$185.00	$ 37,000.00	$129.00	$ 37,000.00	$149.75	$ 29,950.00
10	Sidewalk	1500	SY	$200.00	$ 300,000.00	$5.00	$ 12,500.00	$75.00	$ 187,500.00	$288.00	$ 720,000.00	$223.00	$ 557,500.00	$123.19	$ 307,975.00
11	ADA Curb Ramp, All Types	8	EA	$1,000.00	$ 20,000.00	$3,000.00	$ 37,500.00	$2,000.00	$ 25,000.00	$2,419.00	$ 17,090.00	$2,350.00	$ 17,750.00	$2,257.43	$ 16,287.15
12	6" HDPE Pressure Utility Pump	1175	LF	$68.00	$ 370,500.00	$40.00	$ 125,000.00	$55.00	$ 160,600.00	$44.00	$ 148,500.00	$45.84	$ 157,410.00	$200.00	$ 675,000.00
13	8" HDPE Pressure Utility Pump	3000	LF	$78.00	$ 405,840.00	$45.00	$ 92,700.00	$78.00	$ 124,200.00	$40.00	$ 132,600.00	$59.75	$ 213,600.00	$200.00	$ 412,000.00
14	6" Fitting	10	EA	$1,500.00	$ 15,000.00	$1,000.00	$ 10,000.00	$1,200.00	$ 12,000.00	$3,603.00	$ 36,030.00	$2,650.00	$ 26,500.00	$500.46	$ 5,005.60
15	8" Fitting	2	EA	$1,500.00	$ 3,000.00	$1,000.00	$ 2,000.00	$2,000.00	$ 4,000.00	$4,425.00	$ 8,850.00	$2,650.00	$ 5,300.00	$500.46	$ 1,000.92
16	Water Main Connection (Tapping Sleeve and Valve)	4	EA	$5,000.00	$ 20,000.00	$4,758.88	$ 19,035.52	$2,000.00	$ 8,000.00	$8,525.00	$ 34,100.00	$2,650.00	$ 10,600.00	$2,301.86	$ 9,207.00
17	Water Main Connection	8	EA	$5,000.00	$ 40,000.00	$4,249.00	$ 33,992.00	$4,500.00	$ 36,000.00	$4,627.00	$ 37,016.00	$5,600.00	$ 44,800.00	$1,200.86	$ 10,407.12
18	Test Plugs (Temporary)	32	EA	$1,500.00	$ 18,000.00	$1,277.60	$ 16,521.00	$1,000.00	$ 12,000.00	$729.00	$ 8,748.00	$2,650.00	$ 31,800.00	$3,521.12	$ 13,453.56
19	Removal of Hydrant	4	EA	$1,500.00	$ 6,000.00	$1,458.00	$ 5,834.00	$750.00	$ 3,000.00	$1,461.00	$ 5,844.00	$2,650.00	$ 10,600.00	$1,061.02	$ 4,244.08
20	Removal of Valve Boxes	34	EA	$600.00	$ 7,800.00	$492.00	$ 6,699.20	$700.00	$ 9,500.00	$238.00	$ 3,332.00	$1,070.00	$ 14,980.00	$1,121.12	$ 15,695.92
21	Temporary Patch (Hot-mix)	8	EA	$2,000.00	$ 16,000.00	$1,864.00	$ 15,232.00	$1,000.00	$ 8,000.00	$1,670.00	$ 12,960.00	$2,450.00	$ 19,600.00	$1,000.01	$ 8,007.28
22	Cut and Plug Pipe Abandonment	52	EA	$2,000.00	$ 98,800.00	$1,864.00	$ 96,928.00	$1,200.00	$ 35,400.00	$3,274.00	$ 304,768.00	$1,150.00	$ 48,800.00	$1,200.00	$ 41,630.48
23	Removal of Services (Open Trench)	58	EA	$2,500.00	$ 25,000.00	$1,000.00	$ 10,000.00	$2,000.00	$ 20,000.00	$2,018.00	$ 20,180.00	$3,600.00	$ 35,000.00	$1,321.12	$ 11,211.50
24	Small Water Service Replacement Short Side	200	EA	$3,000.00	$ 600,000.00	$3,300.00	$ 660,000.00	$3,990.00	$ 798,000.00	$2,117.00	$ 423,400.00	$3,294.00	$ 658,800.00	$3,619.00	$ 723,800.00
25	Small Water Service Replacement Long Side	200	EA	$3,500.00	$ 700,000.00	$3,300.00	$ 660,000.00	$4,230.00	$ 830,000.00	$2,854.00	$ 570,800.00	$4,090.00	$ 818,000.00	$3,619.00	$ 723,800.00
26	Private Lead Water Service Combination (Unidentified Qua	400	EA	$500.00	$ 160,000.00	$300.00	$ 120,000.00	$320.00	$ 90,000.00	$363.00	$ 153,200.00	$296.00	$ 118,400.00	$250.00	$ 100,000.00
27	Private Lead Water Service Replacement (Unidentified Qua	400	EA	$4,000.00	$ 1,600,000.00	$2,000.00	$ 1,000,000.00	$4,200.00	$ 1,680,000.00	$3,116.00	$ 1,246,400.00	$2,264.00	$ 905,600.00	$3,299.53	$ 1,319,812.00
28	Fire Hydrant Assembly, All Types	5	EA	$5,000.00	$ 25,000.00	$4,000.00	$ 20,000.00	$3,600.00	$ 17,500.00	$2,499.00	$ 12,195.00	$2,950.00	$ 14,600.00	$4,003.61	$ 20,018.05
29	6inch Resilient Seat Gate Valve and Box	14	EA	$2,500.00	$ 35,000.00	$2,000.00	$ 28,000.00	$1,800.00	$ 25,200.00	$2,854.00	$ 40,832.00	$2,950.00	$ 37,100.00	$1,060.01	$ 14,812.74
30	8inch Resilient Seat Gate Valve and Box	2	EA	$3,000.00	$ 6,000.00	$2,000.00	$ 4,000.00	$2,500.00	$ 5,000.00	$3,210.00	$ 6,420.00	$2,650.00	$ 5,300.00	$1,000.81	$ 2,001.62
31	Service Identification	200	EA	$500.00	$ 100,000.00	$300.00	$ 90,000.00	$300.00	$ 90,000.00	$352.00	$ 105,600.00	$940.00	$ 192,000.00	$443.61	$ 133,083.00
32	Water Main Repair	13	EA	$5,000.00	$ 65,000.00	$100.00	$ 1,500.00	$2,500.00	$ 37,500.00	$767.00	$ 11,333.00	$2,650.00	$ 39,750.00	$1,000.81	$ 15,013.65
33	Owner's Work Allowance	1	LS	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00
34	Asphalt Restoration Shared With Pressure Main Allowance	1	LS	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00
TOTAL, BASE BID				$	$ 5,664,440.00	$	$ 3,379,911.52	$	$ 4,914,225.00	$	$ 4,812,649.00	$	$ 4,949,899.00	$	$ 5,339,234.00

Addendum No 1						X		X		X		X			X
Bidder's Bond						X		X		X		X			X
Form 96						X		X		X		X			X
Non-Collusion Affidavit						X		X		X		X			X
Cert In Lieu/Financial Statement						X		X		X		X			
Employee Drug Testing Program (=$1500)						X		X		X		X			

Reviewed By: Kyle Vollmann

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

This Agreement is by and between **Board of Public Works** ("Owner") and **KLS Underground, 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

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Lead service line replacements within the eastern half of Census Tract 20, including approximately 400 water service replacements, installation of approximately 3,375' of 6" and 2,060' of 8" HDPE water main by horizontal directional drilling, hydrants, valves, connections, and all other appurtenances.**

1.01

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **67621 Tract 20 East Lead Service Line and Water Main Replacement**

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. The Work will be substantially complete within **365** days 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 **400** days [or date] after the date when the Contract Times commence to run.

C. Definition of Substantial Completion for this Work shall consist of **All work including restoration**

4.04 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. 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 each Milestone, until each Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.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::

4.05 ::NOT USED::

4.06 Milestones

A. Parts of Work must be completed on or before the following Milestone(s)
   1. Milestone 1 – 60 Total Full Lead Service Line Replacements by February 1, 2027.
   2. Milestone 2 – 120 Total Full Lead Service Line Replacements by March 1, 2027.
   3. Milestone 3 – 180 Total Full Lead Service Line Replacements by April 1, 2027.
   4. Milestone 4 – 240 Total Full Lead Service Line Replacements by May 1, 2027.

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.

TOTAL OF ALL UNIT PRICES Three Million Three Hundred Seventy-Nine Thousand Nine Hundred Forty-One and Ninety-Two Cents.
($3,379,941.92)
Basis of Award is Base Bid

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. 97 percent of the value of the Work completed (with the balance being retainage).

b. 97 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 97% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the Indiana Finance Authority (IFA) State Revolving Fund (SRF) goals stipulated in Paragraph 9.03.E. Payment of the final 3% 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 IFA/SRF 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.

6.03 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 Acknowledgement Form (00 54 52, inclusive);
4. E-Verify Affidavit (00 54 53, inclusive);
5. SRF Attachment A – Nondiscrimination (00 54 64, inclusive);
6. SRF Attachment B – Davis-Bacon Act Contract Provisions (00 54 65, inclusive);
7. SRF Attachment C – Suspension and Debarment Contract Provisions (00 54 66);
8. SRF Attachment G – AIS Contract Provisions
9. SRF Attachment H – AIS Contractor Certification
10. SRF Attachment J - Disadvantaged Business Enterprise DBE Efforts
11. SRF Attachment K – Telecom and Video Contract Provisions
12. SRF Attachment L – BABA Contract Provision
13. SRF Attachment M – BABA Certification from Contractor
14. Performance Bond Form (00 61 13.13, inclusive);
15. Payment Bond Form (00 61 13.16, inclusive);
16. Federal Wage Rate Requirements (see Appendix);
17. General Conditions (00 72 00, inclusive);
18. Supplementary Conditions (00 73 00, inclusive);
19. Specifications as listed in the table of contents of the project manual
20. Drawings consisting of Drawing Y-22402, pages 1 through 19, inclusive, with each sheet bearing the following general title: Tract 20 East Lead Service Line and Water Main Replacement;
21. Addenda (numbers 1 to 1, inclusive);
22. Attachments to this Agreement (enumerated as follows);
    a. Contractor's Bid Worksheet;
    b. Documentation submitted by Contractor prior to Notice of Award.
23. 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.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others

at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
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;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

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

ARTICLE 9—MISCELLANEOUS

9.01 Terms

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

9.02 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 D.B.E./E.B.E. Participation

A. **Indiana State Revolving Fund Loan Program** – This project is being financed in whole or in part by the Indiana State Revolving Fund Loan Programs. The Contractor is required to comply with all federal and state laws, rules, regulations, and contract provisions included in Indiana Finance Authority (IFA) State Revolving Fund (SRF) documents per Article 7 of this agreement

(IFA SRF requirements and forms are available on the IFA SRF website.)

B. **Request for Waiver** – If, at the time final payment application is made, Contractor has not attained the D.B.E/E.B.E goal, Contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the goal.

C. **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.

D. **Waiver Approved** – In the event the Board of Public Works determines that a good faith effort to comply with the IFA/SRF 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/Resolution Number 67621). 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:

KLS UNDERGROUND INC

BY: _____
(Name)

TITLE: _____

DATE: _____
(Date signed by Contractor)

Address for giving notices:

_____

_____

_____

_____

OWNER:

CITY OF FORT WAYNE

BY: _____
Sharon Tucker, MAYOR

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 _____)

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

City Utilities
Engineering

Interoffice Memo

Date: November 4, 2026

To: Common Council Members

From: Eric Ruppert, Manager, City Utilities Engineering

11/5/2026

RE: Tract 20 East Lead Service and Water Main Replacement 67621

Council District # 5

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Lead service line replacements within the eastern half of Census Tract 20, including approximately 400 water service replacements, installation of approximately 3,375' of 6" and 2,060' of 8" HDPE water main by horizontal directional drilling, hydrants, valves, connections, and all other appurtenances.

Implications of not being approved: If this request is not approved, our ability to continue replacing lead service lines will be impacted. Approval will allow us to move forward with this critical work, helping to protect public health and provide long-term benefits to the community.

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

This project was advertised to contractors on 09/10/2026 and 09/17/2026 in the Journal Gazette.

The contract for Resolution # 67621 Tract 20 East Lead Service and Water Main Replacement awarded to KLS Underground for $3,379,941.92 was the lowest responsive bidder of 5 bidders and below the Engineer's estimate.

The cost of said project funded by Water Utility SRF Bond.

Council Introduction Date: 11/10/2026

CC: Matthew Wirtz
Jill Helfrich
File