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BILL NO. S-13-02-21

SPECIAL ORDINANCE NO. S-10-13

AN ORDINANCE approving HAFFNER DRIVE-STORM DRAINAGE IMPROVEMENTS / RES. #83235, W.O. #83235 between CROSBY EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the HAFFNER DRIVE-STORM DRAINAGE IMPROVEMENTS / RES. #83235, W.O. #83235 by and between CROSBY EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:


All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Construction of approximately 2200 LF of 12" - 24" storm sewer pipes and all appurtenant structures and drainage swales associated with the storm drainage improvements of Haffner Drive (4400 to 5000 blocks):

involving a total cost of ONE HUNDRED EIGHTY THOUSAND, TWO HUNDRED NINETY-TWO AND 75/100 DOLLARS - (\$180,292.75). A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

1 **SECTION 2.** That this Ordinance shall be in full force and effect
2 from and after its passage and any and all necessary approval by the Mayor.
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5 
6 Council Member
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8 APPROVED AS TO FORM AND LEGALITY

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11 Carol Helton, City Attorney
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Public Hearing Date, if applicable

Read the first time in full and on motion by Councilman *John Shoaff*,
Read the second time by title and referred to the *City Utilities Committee*,
Committee. Read the third time in full and on motion by Councilman
Shoaff, placed on passage by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BENDER	✓			
CRAWFORD	✓			
DIDIER	✓			
HARPER	✓			
HINES	✓			
JEHL				✓
PADDOCK	✓			
SHOAFF	✓			
SMITH	✓			

DATED: *3-26-13* *Sandra E. Kennedy*
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. *S-19-13* on the *26th* day of
March, 2013

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY,
CITY CLERK

T. Thomas F. Didier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the *29th* day
of *March*, 2013, at the hour of *10.00* o'clock *A.M.* . E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this *29th* day of *MARCH*
2013, at the hour of *3:30* o'clock *P.M.* . E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

PROJECT: Hillcrest St. Storm Drainage Improvements
 8/2/25
 8/2/25
 [Project Name]
 [Project Location]
 [Contractor Name]
 [Bid Date]

Item	Description	Quantity	Bid		Crewing		All Site Construction		Pyramid Excavating		C.A.T. Excavating		A. Leason Excavating		A.P.T. Construction		City Contracting		Atlas Excavating		
			Unit Price	Extensn	Unit Price	Extensn	Unit Price	Extensn	Unit Price	Extensn	Unit Price	Extensn	Unit Price	Extensn	Unit Price	Extensn	Unit Price	Extensn	Unit Price	Extensn	
1	Mobilization and Demobilization (Per Mile)	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
2	Work Allowance (Per Determined)	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
3	Utility Allowance	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
4	Power Pole Boring Allowance	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
5	Event Markers (Assemblies Per Mile)	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
6	Per Mile 12" Drive Cut and Street Line Removal	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
7	12" Metal End Section	2	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	
8	Four Channel Drive Restoration	100	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	
9	Event Water Service Line Location and Reconnection	10	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	
10	Event Water Service Valve Restoration & Reconnection	12	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	\$ 5,000.00	\$ 60,000.00	
11	Maintenance and Protection of Traffic	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
12	Proton and Sediment Control	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
13	Video Documentation of Conditions	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
14	Special Tax Kill No. 53 "3 (W-11) (Amended) (Aggregates)	220	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	
15	Pile Driving (Rubbing and Penetration)	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
16	5" Asphalt Driveway (1" Surface + Binder)	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
17	5" Concrete Eave, Removal, Replacement	220	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	\$ 4,000.00	\$ 880,000.00	
18	Grading, Sweeps and Surface	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
19	Tripod	200	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 2.00
20	24" PVC Pipe	150	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00
21	18" RC" Pipe	250	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00	\$ 15.00
22	18" RC" Pipe	400	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00
23	12" RC" Pipe	850	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 5.00	\$ 4,250.00	\$ 5.00
24	60" Concrete MH	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
25	15" Concrete MH	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00
26	30" Concrete Inlet	6	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,200.00
27	30" Concrete Inlet	1	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
28	30"x30" Concrete Inlet	2	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00
			\$ 205,700.00		\$ 180,292.75		\$ 182,120.00		\$ 198,408.50		\$ 205,835.00		\$ 223,866.60		\$ 235,865.80		\$ 241,437.00		\$ 249,210.00		
TOTAL BASE BID																					

Allen from N-1
 Builders from
 from
 on Collision Affidavit
 from
 11th Escorted to Court
 11th Escorted to Court
 11th Escorted to Court

CITY OF FORT WAYNE, INDIANA

Crosby Investments, Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

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

Section 1. Disclosure of Financial Interest in Vendor

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

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: Steven C Crosby
 Address: 4113 Ventures Road
 Fort Wayne, Indiana

b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship () stock () partnership interest () units (LLC) () other (explain)

c. For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent): ownership interest: 100 %

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

a. City employment, currently or in the previous 3 years, including contractual employment for services. Yes No

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes No.
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes No.
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes No

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes No
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes No.

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

Section 4. CERTIFICATION OF DISCLOSURES

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

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other

unit of local government; and

- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

Creighton Security, Inc
(Name of Vendor)

5802 Fairfield Ave Ste 100
Address *Indianapolis IN 46210*
(202) 447-1033
Telephone
creightonsecurity.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) *Don Gusty* Title *Secretary*
Signature *[Handwritten Signature]* Date *1/23/12*

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

Resolution 83235

Work Order 83235

THIS AGREEMENT is by and between the Board of Stormwater Management of the City of Fort Wayne, Indiana (hereinafter called Owner) and **Crosby Excavating, Inc.**, (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, 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:

Construction of approximately 2200 LF of 12"-24" storm sewer pipes and all appurtenant structures and drainage swales associated with the storm drainage improvements of Haffner Drive (4400 to 5500 blocks).

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Haffner Drive - Storm Drainage Improvements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by *City of Fort Wayne*, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Owner will confirm to Contractor prior to issuance of Notice to Proceed as to who will serve as Engineer.

ARTICLE 4 – CONTRACT TIMES

4.01 Time 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 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within **90 days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **90 days** after the date when the Contract Times commence to run.
- B. Definitions of Substantial Completion for this **Work shall consist of all work items successfully installed.**

4.03 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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner **\$1,000.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1,500.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. Not Used
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

See Article 5 (itemized Bid Schedule) of the Bid Form 00 41 00-3

One Hundred Eighty Thousand, Two Hundred Ninety Two Dollars, and Seventy Five Cents

\$180,292.75

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

C. Not Used.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days of receipt during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. **95%** of Work completed (with the balance being retainage), and

b. **95%** 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 %** of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **200%** of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

C. If the contract is in excess of **\$200,000**, the contract will be subject to the standard Board of Stormwater Management 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 Stormwater Management, 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 in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

- G. 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.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to 00 52 00-11, inclusive);
 - 2. Escrow Account Agreement (pages 00 54 43-1 to 00 54 43-3, inclusive);
 - 3. E-Verify Affidavit (page 00 54 53-1, inclusive);
 - 4. Performance Bond Form (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive);
 - 5. Payment Bond Form(pages 00 61 13.16-1 to 00 61 13.16-2, inclusive);
 - 6. Guaranty Bond Form(pages 00 61 31-1 to 00 61 31-2, inclusive);
 - 7. General Conditions (pages 00 72 00-1 to 00 72 00-41, inclusive);
 - 8. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive);
 - 9. Specifications as listed in the Table of Contents of the Project Manual
 - 10. Drawings consisting of SY-20484 Sheets 1 to 4, inclusive, with each sheet bearing the following general title: **Haffner Drive - Storm Drainage Improvements**;
 - 11. Addenda (numbers 1 to 1, inclusive);
 - 12. Attachments to this Agreement (enumerated as follows);

- a. Contractor's Bid Schedule (page 00 41 00-3);
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive);
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 (pages to , inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. 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.

10.05 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 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

10.06 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 10.06.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 14.07 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 10.06.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 Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor’s efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
- C. **Good Faith Efforts.** – In determining whether or not the Contractor used “good faith” efforts, the following shall be considered:
 1. Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;
 2. Availability of certified EBE businesses to participate as subcontractors;
 3. Non-competitive price quotes received from EBE firms. The Board of Public Works’ determination for granting a reduction or waiver of the goal because of higher quotes from EBE firms will be based on factors that include, but are not limited to the following:
 - a. The Engineer’s estimate for the work under a specific contract;
 - b. The Contractor’s own estimate for the work under the subcontract;
 - c. An average of the valid prices quoted for the subcontract;
 - d. Demonstrated increase in other contract costs as a result of sub-contracting to EBE firm(s).
 4. Documented measures taken by the Contractor to comply with the EBE participation goal;
 5. EBE subcontractor failed to fulfill their obligation in regard to the time delivery of goods and/or services. Also in regards to the quality of the goods and/or services set forth in the bid specifications.

6. Such other matters as the Board of Public Works deems relevant.
- D. **Consequences of Noncompliance** – In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the Contract Price shall be reduced by the amount calculated as the difference between the EBE participation goal of **10%** and the actual participation level met by the Contractor, but in no case shall it be reduced by more than **5%**. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his/her Contract.
- E. **Waiver Approved** – In the event the Board of Public Works determines that a good faith effort to comply with these EBE participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.



EMA, Inc.
1970 Oakcrest Avenue, Suite 100
St. Paul, MN 55113-2624

phone: 651.639.5600
fax: 651.639.5730
www.ema-inc.com

February 22, 2013

Ms. Mary B. Lopez
Executive Assistant
City of Fort Wayne - Utilities Administration
200 E Berry, Suite 270
Fort Wayne IN 46802

Dear Ms. Lopez:

Enclosed are two copies of the signed contracts for the City of Fort Wayne CIS Vendor Selection and Implementation Management for Customer Information and Billing System (CIS) project.

Please feel free to contact me if you should have any questions.

Sincerely,

Melanie Rettie
Executive Vice President
EMA, Inc.

PROFESSIONAL SERVICES AGREEMENT

**CIS Vendor Selection and Implementation Management for
Customer Information and Billing System (CIS)**

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

by and through its

Board of Public Works
City of Fort Wayne
200 E. Berry Street, Suite 240
Fort Wayne, IN 46802

and

EMA, Inc (CONSULTANT)

Who agree as follows:


CITY hereby engages CONSULTANT to perform the services set forth in Part I - Services ("Services") and CONSULTANT agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). CONSULTANT shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from CITY. CITY and CONSULTANT agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS


APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:


Robert P. Kennedy, Chair

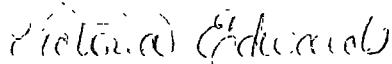
BY:


Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:


Victoria Edwards, Clerk

DATE:

February 20, 2013

APPROVED FOR CONSULTANT

BY:



DATE:

February 22, 2013

PART I

SCOPE OF BASIC CONSULTANT SERVICES

A. GENERAL

Consultant shall provide to the City, hereafter referred to as the Utilities, professional services in all phases of the project to which this scope of services applies. These services will include serving as Utilities' professional representative for the Project, providing professional consultation, high performance project management techniques and advice and other customary services incidental thereto.

B. PROJECT DESCRIPTION

The Utilities wish to replace its outdated Customer Information System (CIS). This project, using a Utilities provided – Consultant trained Project Team, will assist with vendor and CIS product selection, solution implementation and project management.

C. SCOPE OF WORK

The duty of the Consultant is to assist the Project Team with defining tasks and deliverables that are required for a successful CIS vendor/product selection and implementation. The Consultant shall develop and provide the following services:

Phase I - Vendor and CIS Product Selection

Task 1 – Evaluate Proposals and Demonstrations

1.1 Evaluate RFP Responses for Short List

- 1.1.1. Project Team will read and evaluate proposals
- 1.1.2. Qualified proposals will be scored
- 1.1.3. Top three recommendations will be determined
- 1.1.4. Conduct a Top Three workshop to discuss, validate and document conclusions

1.2. Conduct WebEx Validation Sessions with Top Vendors (Three)

- 1.2.1 Select an area of functional requirements and ask vendors to clarify and provide more detail to validate responses
- 1.2.2 Conducted via WebEx

1.3. Conduct Short List Evaluation (three demonstrations)

- 1.3.1 Conduct scripted demonstrations to show how the proposed products handle key City business rules and processes
- 1.3.2 Conduct and assist Project Team with vendor-guided, hands-on time with the software
- 1.3.3 Conduct post-demonstration workshop to help Project Team determine top two vendors

1.4 Determine Preferred Vendor (two site visits for the top two products)

- 1.4.1 Provide a template for the reference checks and site visit evaluations to Project Team
- 1.4.2 Debrief the site visit team and rest of Project Team for any remaining questions to be identified
- 1.4.3 If needed, facilitate web interactions with the top two vendors of up to a half day each
- 1.4.4 Assist with a facilitated workshop for Project Team's recommendation of preferred vendor

Task 2 – Contract Negotiations and Write-Up

2.1 Negotiate Contract

- 2.1.1 Conduct a negotiation design workshop to discuss process and identify negotiation team members' roles
- 2.1.2 Prepare for and participate in vendor contract negotiations
- 2.1.3 Assist as needed with developing and presenting a project findings/update to executive-level staff.

2.2 Final Documents Review and Recommendation

- 2.2.1 Review the final Statement of Work and related documentation
- 2.2.2 Develop a written recommendation to Fort Wayne City Utilities (Recommendation should summarize the documents included in the review and highlight the key points forming the basis for the recommendation)

Task 3 – Selection Project Management

3.1 Selection Project Management

- 3.1.1 Deliverables to include communication, invoices, progress reports and risk review related to the Selection Phase.

Phase II – Solution Implementation and Project Management

Task 4 – Develop and Implement Roll-Out Plan

4.1 Implementation Mobilization

- 4.1.1 Initiate an orientation session for the Project Team
- 4.1.2 Facilitate kick-off workshop(s) with vendor
- 4.1.3 Facilitate session for Project Team and vendor to review the configuration profile and choices supported by the product

4.2 Hardware Procurement and Application Installation

- 4.2.1 Monitor and review hardware and application installation and initial testing
- 4.2.2 Document / Confirm that hardware installed is as per original specification
- 4.2.3 Document any associated issues or concerns

4.3 Data Conversion and Initial Implementation Team Training

- 4.3.1 Monitor the initial data conversation and review plans for subsequent conversion and data correction
- 4.3.2 Participate in initial training with the Project Team
- 4.3.3 Ensure concepts are understood and the Team has working knowledge of the application
- 4.3.4 Ensure vendor plans to carry through key goals into the implementation
- 4.3.5 Document any associated issues or concerns

4.4 Fit Analysis and Configuration

- 4.4.1 Ensure Fit Analysis and Configuration concepts are understood
- 4.4.2 Ensure the Team understands the consequences of configuration decision and impacts on current business processes
- 4.4.3 Document any associated issues or concerns

4.5 Interfaces

- 4.5.1 Monitor and review each of the selected vendor's provided interfaces and their testing
- 4.5.2 Document each interface's conformance to requirements
- 4.5.3 Guide team to manage vendor conformance where lacking
- 4.5.4 Document any associated issues or concerns; recommend solutions, identify work plan and assist in improvement

4.6 Reports

- 4.6.1 Assist with determining whether reports listed in the RFP can be replaced with "canned" vendor reports or with queries in the new system

4.7 Testing and Training

- 4.7.1 Review the vendor's overall testing plan and make recommendations regarding acceptance
- 4.7.2 Monitor and review each of the vendor's test phases
- 4.7.3 Oversee the testing phase, ensuring sufficiency of test work by project team and vendor
- 4.7.4 Review the vendor's overall training plan and make recommendations regarding acceptance
- 4.7.5 Monitor vendor training sessions; ensure sufficiency of actual training
- 4.7.6 Document any associated issues or concerns; recommend solutions, identify work plan and assist in improvement

4.8 Mock Go-Lives and Cutover

- 4.8.1 Review the vendor's overall cutover plan and make recommendations regarding acceptance
- 4.8.2 Review mock go-lives; oversee activities, ensuring system and work process readiness
- 4.8.3 Document any associated issues or concerns; recommend solutions, identify work plan and assist in improvement

4.9 Punch List and System Acceptance

- 4.9.1 Monitor the vendor's punch list process for a period following each of the Go-Lives and make recommendations regarding acceptance, noting improvements deemed necessary
- 4.9.2 Assist project team manage vendor's remediation and system readiness

Task 5 – Implementation Project Management

5.1 Implementation Project Management

- 5.1.1 Develop a project plan that encompasses all tasks to be performed by the CIS vendor and Fort Wayne City Utilities
- 5.1.2 Provide a consolidated budget status that includes CIS vendor costs in the monthly progress report
- 5.1.3 Update the Steering Team in monthly face-to-face Steering Team progress updates during implementation.
- 5.1.4 Provide near daily direction for the project team, assist in leading the project team meetings, follow up on action items, directly manage vendors, help resolve issues and assist with project communication

Task 6 – Perform and Complete a Project Close Out Audit Report and Develop Continuous Improvement Program

6.1 Project Close Out and Continuous Improvement

- 6.1.1 Review selected documentation for accuracy and completeness
- 6.1.2 When appropriate, prepare and submit a recommendation that the vendor has completed its Statement of Work and that Fort Wayne City Utilities may issue final payment and commission the new system
- 6.1.3 Conduct three (3) continuous improvement workshops:
 - 6.1.3.1 One to identify potential improvement objectives
 - 6.1.3.2 One to develop the continuous improvement plan
 - 6.1.3.3 One, approximately 90 days after cutover, to update the continuous improvement objectives and plan \
 - 6.1.3.4 Prior to last workshop, meet with key stakeholders to discuss project objectives as compared to actual results.
 - 6.1.3.5 Summarize findings in a Project Close Out Audit Report and review/discuss with Fort Wayne City Utilities

D. SCHEDULE

Following requisite approvals, the project schedule will start with Notice to Proceed and conclude approximately 90 days after final acceptance/Project Close.

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the services:

A. INFORMATION REPORTS / SUBJECT MATTER EXPERTS

Make available to CONSULTANT reports, studies, system documentation, administrative rules and regulations, customer service policies, regulatory decisions and similar information relating to the Services that CONSULTANT may rely upon without independent verification unless specifically identified as requiring such verification.

Make available during normal work schedules and with advance notice, Utilities and City employees and the City's IT outsource vendor(s).

B. PROJECT TEAM

Assemble a core project team to:

- B.1. Master CONSULTANT's tools and methods, and
- B.2. Gather documentation, identify and schedule subject matter experts, share tribal knowledge, communicate frequently and assimilate project findings, conclusions and recommendations.

C. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define City's requirements and make decisions with respect to the Services. The City representative for this Agreement will be Len Poehler, Deputy Director – Business Services or, in writing / e-mail, his designee.

PART III

COMPENSATION

A. COMPENSATION

Compensation for services performed shall be \$85,000, payable at the completion of each task as follows:

Phase I:	Vendor Selection Services	\$165,067
Phase II:	Implementation Services	463,761
Phase III:	Supplemental Services	69,050
	Total	\$697,878

B. BILLING AND PAYMENT

1. Timing/Format

a. CONSULTANT shall invoice Utilities monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as Utilities may reasonably require.

b. Utilities shall pay CONSULTANT within 30 days of receipt of approved invoice.

2. Billing Records

CONSULTANT shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (**Contract/Resolution Number 83235**). 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 February 20, 2013 (which is the Effective Date of the Agreement).

CONTRACTOR:

CROSBY EXCAVATING, INC.

BY: Ryan S. Reville
(Name) Ryan S. Reville

TITLE: Vice President

DATE: 2/12/2013
(Date signed by Contractor)

Address for giving notices:

5800 FAIRFIELD AVE.
Suite 120
FORT WAYNE, IN 46807

OWNER:

CITY OF FORT WAYNE

BY: Thomas C. Henry
THOMAS C. HENRY, MAYOR

BOARD OF STORMWATER MANAGEMENT

BY: Robert P. Kennedy
ROBERT P. KENNEDY, CHAIR

BY: Mike Avila
MIKE AVILA, MEMBER

BY: Matthew Wirtz
MATTHEW WIRTZ, MEMBER

ATTEST: Victoria Edwards
VICTORIA EDWARDS, CLERK

DATE: February 20, 2013
(Date signed by Board)

OHIO
STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)
FRANKLIN

ACKNOWLEDGMENT (CONTRACTOR)

BEFORE ME, a Notary Public, in and for said County and State, this 4th day of March 2013, personally appeared the within named John W. Rigo who being by me first duly sworn upon his oath says that he is the Vice President of Kokosing Construction Company, Inc. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Kokosing Construction Company, Inc for the uses and purposes therein set forth.

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

Claudia Ridgway
Notary Public

Claudia Ridgway
Printed Name of Notary

My Commission Expires:

Resident of Knox County

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 4th day of March 2013 personally appeared the within named **Thomas C. Henry, Robert P. Kennedy, Matthew Wirtz, Kumar Menon, Mike Avila, and Victoria Edwards**, 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, Manager 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.



Lindsay K. Haggerty
Notary Public
Lindsay K. Haggerty
Printed Name of Notary

My Commission Expires: 12/02 2020

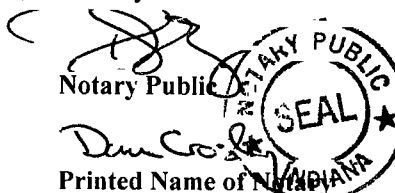
Resident of IN County

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 12th day of February, 2013, personally appeared the within named Ryan S. Reville who under penalty of perjury says that he is the Vice President of Crosby Equipment and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Corporation for the uses and purposes therein set forth.

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



My Commission Expires: 3-6-19

Resident of Allen County

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 20th day of February, 2013, personally appeared the within named Thomas C. Henry, Robert Kennedy, Mike Avila, Matthew Wirtz and Victoria Edwards, 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 Stormwater Management 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.

Micelle R. Nelson
Notary Public -
Micelle R. Nelson
Printed Name of Notary

My Commission Expires:

Resident of County

Interoffice Memo

Date: February 6, 2013
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering / ESS
RE: Haffner Drive-Storm Drainage Improvements
Res. #83235, W.O. #83235

*Michael Kiester
2-6-13*

Council District #1

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "Haffner Drive-Storm Drainage Improvements "as follows: **Construction of approximately 2200 LF of 12" – 24" storm sewer pipes and all appurtenant structures and drainage swales associated with the storm drainage improvements of Haffner Drive (4400 to 5000 blocks).**

Implications of not being approved:

Stormwater runoff will continue to contribute flow into sanitary sewers in the area, resulting in increased I/I problems for the Rothman area sanitary system. I/I contributes to sanitary sewer overflows. The Haffner area residents will continue to experience stormwater flooding, impacting private property & public right of way. Haffner Dr. will continue to deteriorate and repairs to the street will have limited life spans due to water standing on pavement.

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

This project was advertised to contractors on January 4, 2013, January 11, 2013 in the Journal Gazette and the News Sentinel and January 9, 2013 in Frost Illustrated, Inc.

The contract for Resolution # 83235 awarded to Crosby Excavating, Inc. for \$180,292.75 was the lowest most responsive bidder of 8 bidders and 12% below the Engineer's estimate of \$205,700.00. The second lowest bidder was \$1,827.25 above Crosby Excavating, Inc.'s bid.

The cost of said project funded by: Future Storm Bond.

Council Introduction Date: February 26, 2013

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono

BILL NO. S-13-02-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

MARCH 5, 2013

**JOHN SHOAFF – CHAIR
MITCH HARPER – CO-CHAIR
ALL COUNCIL MEMBERS**

*Hold 2 weeks
back on
March 26*

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE APPROVING HAFFNER DRIVE-STORM DRAINAGE IMPROVEMENTS/RES. #83235, W.O. #83235 BETWEEN CROSBY EXCAVATING, INC. AND THE CITY OF FORT WAYNE, INDIANA, IN CONNECTION WITH THE BOARD OF PUBLIC WORKS. HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Handwritten signatures and initials under 'DO PASS']

SANDRA E. KENNEDY
CITY CLERK