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**BILL NO. S-14-05-09**

**SPECIAL ORDINANCE NO. S-50-14**

AN ORDINANCE approving CONSTRUCTION CONTRACT FOR PUFFERBELLY TRAIL: DUPONT ROAD TO CARROLL ROAD, WORK ORDER #12255 between BROOKS CONSTRUCTION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

**SECTION 1.** That the CONSTRUCTION CONTRACT FOR PUFFERBELLY TRAIL: DUPONT ROAD TO CARROLL ROAD, WORK ORDER #12255 by and between BROOKS CONSTRUCTION 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: The Pufferbelly Trail is a proposed State Visionary Trail that will be 80-miles long and will stretch from Pokagon State Park to Ouabache State Park. This phase is 1.25 miles in length: 0.5 miles is inside the City limits and 0.75 miles is outside the City limits. Construction will begin in mid-June and will be completed by the end of September. The trail will be 10 – 12 feet wide and will include a pedestrian signal at Carroll Road. The project also includes a 260 foot long boardwalk to traverse wetlands :

involving a total cost of SIX HUNDRED THIRTY THOUSAND, SIX HUNDRED TWENTY-FOUR AND 00/100 DOLLARS - (\$630,624.00) - (City Legacy Funds - \$222,500.00 for 0.5 miles; County, Fort Wayne Trails, Inc. and the Indiana

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Department of Natural Resources - \$408,124.00). 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



Carol Helton, City Attorney

Public Hearing Date, if applicable \_\_\_\_\_

Read the first time in full and on motion by Councilman Tom Smith

Read the second time by title and referred to the Public Works Committee  
Committee. Read the third time in full and on motion by Councilman

Smith, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____
BENDER	<u>✓</u>	_____	_____	_____
CRAWFORD	<u>✓</u>	_____	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	<u>✓</u>	_____	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	<u>✓</u>	_____	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAFF	<u>✓</u>	_____	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED: 5-27-14

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-50-14 on the 27<sup>th</sup> day of  
May, 2014

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

Martin A. Bender  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28<sup>th</sup> day  
of May, 2014, at the hour of 11:30 o'clock A.m. E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

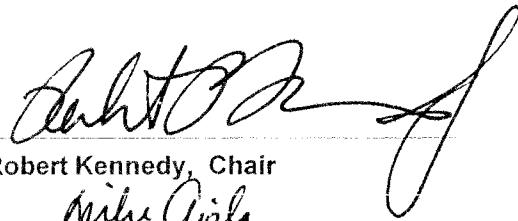
Approved and signed by me this 29<sup>th</sup> day of May  
2014, at the hour of 9:00 o'clock A.m. E.S.T.

Thomas C. Henry  
THOMAS C. HENRY, MAYOR

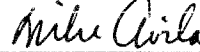
Award: Resolution 12255, Greenway - Pufferbelly Trail (NYC) Dupont Road to Carroll Road  
to Brooks Construction  
in the amount of \$630,624.00

CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS

Date: Apr 30, 2014



Robert Kennedy, Chair



Mike Avila, Member



Kumar Menon, Member



ATTEST: Victoria Edwards, Clerk



ADA SOLUTIONS ARMOR-TILE OR APPROVED EQUAL	8	EA	\$200.00	\$1,200.00	\$1,416.00	\$849.60	\$243.10	\$1,458.60
26 "REPLACEABLE" 2X5 COMPOSITE W/SET TACTILE	500	LF	\$9.00	\$4,500.00	\$14.20	\$7,100.00	\$13.00	\$8,500.00
27 6" UNDERDRAIN (INCLUDE #8 STONE UNDISTRIBUTED)	6	EA	\$1,200.00	\$7,200.00	\$1,230.00	\$7,380.00	\$945.00	\$5,670.00
28 24" INLET WITH BEEHIVE CASTING (UNDISTRIBUTED)	2	EA	\$7,900.00	\$15,800.00	\$8,950.00	\$13,900.00	\$6,950.00	\$13,900.00
29 PEDESTRIAN SIGNAL, TYPE A	120	LF	\$2.00	\$240.00	\$10.00	\$1,200.00	\$10.00	\$1,200.00
30 SAW CUT, FULL DEPTH	1	EA	\$1,800.00	\$1,800.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
31 36" POLE WITH SERVICE EQUIPMENT AND DROP	200	LF	\$15.00	\$3,000.00	\$9.00	\$1,800.00	\$9.00	\$1,800.00
32 2" CONDUIT (BORE)	2	EA	\$650.00	\$1,300.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
33 HANDHOLE	200	LF	\$2.00	\$400.00	\$4.00	\$800.00	\$4.00	\$800.00
34 SIGNAL CABLE 70/14	50	LF	\$3.00	\$150.00	\$10.00	\$500.00	\$10.00	\$500.00
35 SERVICE CABLE 30/6	2	EA	\$70.00	\$140.00	\$50.00	\$100.00	\$50.00	\$100.00
36 WORD (XING) 4 FT.	2	EA	\$65.00	\$130.00	\$50.00	\$100.00	\$50.00	\$100.00
37 WORD (ROAD) 4 FT.	2	EA	\$90.00	\$180.00	\$220.00	\$440.00	\$220.00	\$440.00
38 WORD (XING) 8 FT.	2	EA	\$90.00	\$180.00	\$125.00	\$250.00	\$125.00	\$250.00
39 TRANSVERSE MARKINGS, THERMOPLASTIC, BIKE SYMBOL	105	LF	\$4.50	\$472.50	\$9.50	\$997.50	\$9.50	\$997.50
40 CROSSWALK (PLANO KEYS)	12	LF	\$5.00	\$60.00	\$2.80	\$33.60	\$2.80	\$33.60
41 INCH	2	EA	\$2,000.00	\$4,000.00	\$2,125.00	\$4,250.00	\$2,325.00	\$4,650.00
42 ELECTERN SIGN	2	EA	\$200.00	\$400.00	\$780.00	\$1,560.00	\$750.00	\$1,560.00
43 TYPE B	2	EA	\$150.00	\$300.00	\$425.00	\$850.00	\$425.00	\$850.00
44 R-1 "STOP" SIGN ON POST	3	EA	\$150.00	\$450.00	\$425.00	\$1,275.00	\$425.00	\$1,275.00
45 R-3 "NO MOTOR VEHICLES" SIGN ON POST	1	EA	\$150.00	\$150.00	\$415.00	\$415.00	\$415.00	\$415.00
46 CR-12-18 "TRAIL ENDS 200" SIGN ON POST	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
47 WORK ALLOWANCE								

## **DIGEST SHEET**

Department: Greenways

Resolution Number: Pufferbelly Trail: Dupont Road to Carroll Road  
Construction, Work Order No. 12255

Title of Ordinance:

Awarded To: Brooks Construction

Amount of Contract: \$630,624

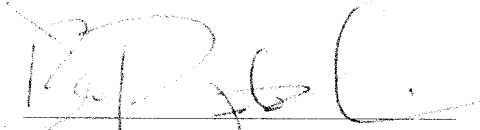
Number of Bidders: two

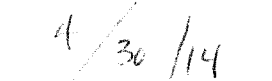
Description of Project (Be Specific): The Pufferbelly Trail is a proposed State Visionary Trail that will be 80-miles long and will stretch from Pokagon State Park to Ouabache State Park. This phase is 1.25 miles in length: 0.5 miles is inside the City limits and 0.75 miles is outside the City limits. The City will use Legacy Funds for the 0.5 miles inside the City limits (\$222,500). The County, Fort Wayne Trails, Inc and the Indiana Department of Natural Resources will fund the construction outside the City limits (\$408,124). Construction will begin in mid-June and will be completed by the end of September. The trail will be 10 – 12 feet wide and will include a pedestrian signal at Carroll Road. The project also includes a 260 foot long boardwalk to traverse wetlands.

What Are The Implications If Not Approved: We will forfeit the federal funds on the County section and have to repay the federal funds already expended. LaCabreah, Tuscan, Woodmont and neighborhoods to the north will not have connectivity to the Salomon Farm Trail loop (most heavily used trail in the County), the Parkview YMCA or the Pufferbelly Trail to the south of Dupont Road. Also, there is a below-grade crossing of the Pufferbelly Trail planned with the Dupont Road Improvement project in 2016-2017. We need a trail on the north side of Dupont to make this below-grade crossing effective.

If Prior Approval Is Being Requested, Justify:

Additional Comments:

  
Signature

  
Date

## CONSTRUCTION CONTRACT

Contract : 12255

Work Order: 12255

THIS CONTRACT made and entered into in triplicate this 14<sup>th</sup> day of May, 2014, by and between **BROOKS CONSTRUCTION** herein called **CONTRACTOR**, and the **CITY OF FORT WAYNE, INDIANA**, an Indiana Municipal Corporation, acting by and through the **MAYOR** and the **Board of Public Works**, herein called **OWNER**;

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

### ARTICLE 1: SCOPE OF WORK

**CONTRACTOR** shall furnish all labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following improvement:

#### **GREENWAY – PUFFERBELLY TRAIL: DUPONT ROAD TO CARROLL ROAD**

According to all provisions of **RESOLUTION NO. 12255**, and do everything required by this contract and the other documents constituting a part hereof.

### ARTICLE 2: THE CONTRACT SUM

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the amount of **\$630,624.00**. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** Proposal.

### ARTICLE 3: PROGRESS PAYMENTS AND RETAINAGE

The **CONTRACTOR** may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the **CONTRACTOR** is in compliance with the provisions of the contract, the Board will make payments for such work performed and completed. However, in any such case, the Board will retain five percent (5%) of the total amount owing to insure **CONTRACTOR'S** compliance with the E.B.E. provisions in Article 17 attached to this contract. Payments to the **CONTRACTOR** are not to exceed 95% of the total contract amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. Rider, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the E.B.E. goals stipulated in Article 17 attached hereto, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the aforementioned Article 17.

### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract, including the E.B.E. provisions in Article 17 attached hereto, is fully performed. Payments to the **CONTRACTOR** are not to exceed 95% of the total contract amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works** will direct the **Engineering Department** of the **OWNER** to promptly make such inspection, and will direct the **CONTRACT COMPLIANCE DEPARTMENT** of the **OWNER** to make a final recommendation on whether the **CONTRACTOR** made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

When the **Engineering Department** finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works**. Likewise, when the **Contract Compliance Department** determines that the **CONTRACTOR's** efforts constitute good faith efforts to attain the E.B.E. goal as agreed in the Article 17 and that all required contract compliance reports have been submitted, it shall so inform the **Board of Public Works** through an E.B.E. Compliance Final Report.

Upon receiving both the **Engineering Department's** and the **Contract Compliance Department's** recommendations, the **Board of Public Works** shall issue a **final certificate** stating that the work provided for in this Contract has been completed and is accepted, and further stating that the aforementioned E.B.E. goal in Article 17 has been met. Thereupon, **the entire balance** of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required contract compliance reports for this project have been submitted.

In the event that the **Board of Public Works** determines that good faith compliance with the E.B.E. goals and provisions in Article 17 has not occurred, appropriate reduction in the final payment will be made, pursuant to paragraph 6 of the aforementioned Article 17 attached hereto. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and the **CONTRACTOR** agrees to accept the reduced amount as full payment under the terms of his/her contract.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. goals in Article 17, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the aforementioned Article 17 attached hereto.

#### **ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The **CONTRACTOR** will furnish immediately a certificate from the **Industrial Board of the State of Indiana**, that he has complied with the **Workmen's Compensation Act** in accordance with **Statutes of the State of Indiana and Ordinances of the City of Fort Wayne**.

Any judgment rendered against the **City of Fort Wayne** in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any **Board of Arbitrators** or of the **Industrial Board of the State of Indiana** rendered against the **City of Fort Wayne** in any suit or claim arising under said **Workmen's Compensation** for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

#### ARTICLE 10: INDEMNITY

**CONTRACTOR** shall furnish to **OWNER**, within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the **Statutes of the State of Indiana**.

#### ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the **Chair of Board of Public Works** of the **OWNER**, and his/her decision shall be final and conclusive upon the parties. Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the **Board of Public Works**.

#### ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract by 9/30/2014 after having been ordered by the **OWNER** to commence work under this contract.

#### ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the **Mayor and Board of Public Works of the City of Fort Wayne, Indiana**, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the **Common Council of the City of Fort Wayne, Indiana**, and should said **Common Council** fail to approve the contract within ninety (90) days after the date of the bid opening, then the **CONTRACTOR** shall not be bound to the contract unless he/she/it elects to be so bound.

#### ARTICLE 14: CITY OF FORT WAYNE ALCOHOL AND DRUG POLICY

The City of Fort Wayne has in place an Alcohol and Drug Policy that also applies to any **CONTRACTORS** doing business with the City. A copy of this policy is available for inspection in the Office of Risk Management, 200 E. Berry Street, Suite 470. The successful bidder will be furnished a copy of said policy and, as a condition of being awarded any contract, the successful bidder shall execute an acknowledgement of receipt of said policy and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the Risk Management.

#### ARTICLE 15: EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to IC 22-5-1.7, **CONTRACTOR** shall enroll in and verify the work eligibility status of all hired employees of **CONTRACTOR** through the E-Verify Program ("Program"). **CONTRACTOR** is not required to verify work eligibility status of all hired employees through the Program if the Program no longer exists.

**CONTRACTOR** and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that **CONTRACTOR** or its subcontractor subsequently learns is an unauthorized alien. If **CONTRACTOR** violates this Section 16.23, **OWNER** shall require **CONTRACTOR** to remedy the violation not later than thirty (30) days after **OWNER** notifies **CONTRACTOR**. If **CONTRACTOR** fails to remedy the violation within the thirty (30) day period, **OWNER** shall terminate the contract for breach of contract. If **OWNER** terminates the contract, **CONTRACTOR** shall, in addition to any other contractual remedies, be liable to **OWNER** for actual damages.

There is a rebuttable presumption that **CONTRACTOR** did not knowingly employ an unauthorized alien if **CONTRACTOR** verified the work eligibility status of the employee through the Program.

If **CONTRACTOR** employs or contracts with an unauthorized alien but **OWNER** determines that terminating the contract would be detrimental to the public interest or public property, **OWNER** may allow the contract to remain in effect until **OWNER** procures a new **CONTRACTOR**.

**CONTRACTOR** shall, prior to performing any work, require each subcontractor to certify to **CONTRACTOR** that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. **CONTRACTOR** shall maintain on file a certification from each subcontractor throughout the duration of the Project. If **CONTRACTOR** determines that a subcontractor is in violation of this section, **CONTRACTOR** may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by **CONTRACTOR** or the subcontractor.

#### **ARTICLE 16:**

This contract is governed by Laws of the State of Indiana.

#### **ARTICLE 17: EMERGING BUSINESS ENTERPRISE**

1. E.B.E. 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 insure compliance with the EBE participation requirements. Upon final inspection and acceptance of the Work, and determination by the City of Fort Wayne (BOARD) 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 E.B.E. participation requirements has not occurred, appropriate reduction in the final payment pursuant to paragraph 5 of this Article will be made.

If the Contract Price is in excess of \$100,000, the contract may 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% E.B.E. goal stipulated here within. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Article 4, and good faith efforts to comply with these E.B.E. participation requirements; subject to reduction in the event of non-compliance as provided in paragraph 5 of this Article.

2. Request for Waiver - If, at the time final payment application is made, **CONTRACTOR** has not attained the ten 10% 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 10% E.B.E. goal.

**ARTICLE 18: PREMATURE WORK COMMENCEMENT**

Contractor shall not commence any work or operation as described in these Project Specifications and/or Project Bid items, in part or whole, prior to the Notice-to-Proceed. Work performed prior to the date of the Notice to Proceed shall be considered work outside of the scope of the contract for purposes of payment. Contractor agrees that any work or operation, as described in the Project Specifications and/or Project Bid Items, in part or whole, prior to the Notice to Proceed shall be deducted from the project Bid Quantities and Project Cost. Contractor agrees that such action is at the Contractor's risk and without liability on the part of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

BY: Cynthia A. Rubens, CFO

CITY OF FORT WAYNE

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

BOARD OF PUBLIC WORKS

BY: Robert Kennedy  
ROBERT KENNEDY, CHAIRMAN

BY: Kumar Menon  
KUMAR MENON, MEMBER

BY: Mike Avila  
MIKE AVILA, MEMBER

ATTEST: Victoria G. Edwards  
VICTORIA G. EDWARDS, CLERK

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 8 day of May, 2014, personally appeared the within named Cynthia Riebersal who being by me first duly sworn upon his oath says that he is the CFO of Brooks Const CO Inc 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.

Sara R Boardman  
Notary Public

Sara R Boardman  
Printed Name of Notary

My Commission Expires: March 22, 2015

Resident of Allen County.

ACKNOWLEDGMENT

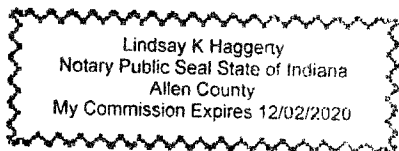
STATE OF INDIANA )

SS: )

COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 14<sup>th</sup> day of May, 2014, personally appeared the within named **Thomas C. Henry, Robert Kennedy, Mike Avila, Kumar Menon 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 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 Allen County.

**BILL NO. S-14-05-09**

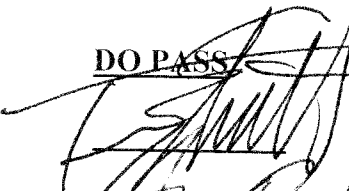
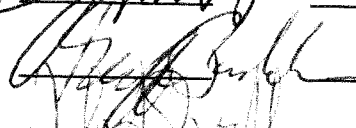
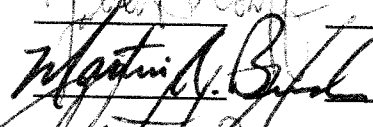
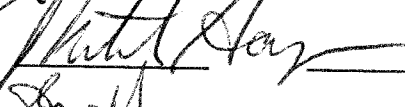
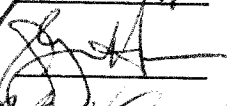



**REPORT OF COMMITTEE ON PUBLIC WORKS**

**MAY 20, 2014**

*Tom Smith, Chair  
Glynn Hines, Co-Chair  
All Council Members*

**AN ORDINANCE** approving Construction Contract for Pufferbelly Trail: Dupont Road to Carroll Road, Work Order #12255 between Brooks Construction and the City of Fort Wayne, in connection with the Board of Public Works.

**COMMITTEE ON PUBLIC WORKS HAVE HAD SAID** Ordinance under consideration and beg leave to report back to the Common Council that said ordinance

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
			
			
			
			
			
			
			
			

**SANDRA E. KENNEDY  
CITY CLERK**