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**BILL NO. S-17-04-10**

SPECIAL ORDINANCE NO. S-59-17

AN ORDINANCE approving CONSTRUCTION CONTRACT - HOBSON ROAD CONCRETE STREET REHABILITATION, PHASE I - RESOLUTION/W.O. #12442 - (\$3,385,352.07) between PRIMCO, 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 CONSTRUCTION CONTRACT - HOBSON ROAD CONCRETE STREET REHABILITATION, PHASE I - RESOLUTION/W.O. #12442 by and between PRIMCO, 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: This phase of the project will involve the rehabilitation of Hobson Rd from State Blvd to Coliseum Blvd. The project will include rehabilitation of the existing concrete pavement and resurfacing with hot ix asphalt. The existing road section of 55 feet width shall be turned into single 10 ffoot through lanes with 5 foot bike lanes in each direction, a 15 foot center turn lane, new 5 foot sodewalk where needed, and approximately 11 foot park strips. This will provide a reduction in pavement of approximately 5 feet on both sides through most of the project area. New curbs, ADA curb ramps, and drive approaches shall be included. The storm sewer will be improved by installing turnouts into green space by creating bioswales with subsurface drainage, trees and filtering vegetation. There will be additional pavement markings and the traffic signals shall be modernized as needed;

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involving a total cost of THREE MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FIFTY-TWO AND 07/100 DOLLARS - (\$3,385,352.07). 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



# Award

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To: Board of Works

From: Mario A. Trevino  
Director of Transportation Engineering Services

Subject: Hobson Road Rehabilitation - Phase I - State Blvd. to Coliseum Blvd.  
Resolution #: 12442 W.O. #: 12442

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Transportation Engineering Services recommends contract be awarded to:

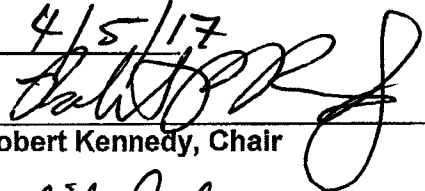
**Primco, INC**


Award Amount: **\$3,385,352.07**

CITY OF FORT WAYNE

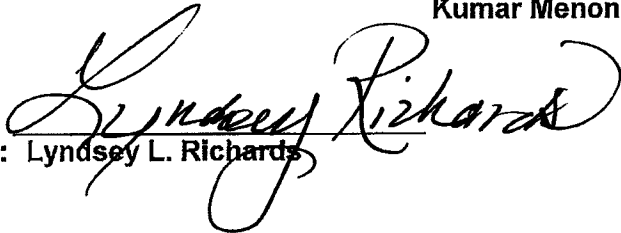
Date:

4/5/17

  
Robert Kennedy, Chair

  
Mike Avila, Member

  
Kumar Menon, Member

  
Attest: Lyndsey L. Richards

**PROFESSIONAL SERVICES AGREEMENT  
DESIGN SERVICES**

**Hobson Rd Concrete Street Rehabilitation – between State Blvd and Stellhorn Rd (“PROJECT”)  
Work Order #12442**

This Agreement is by and between

**CITY OF FORT WAYNE (“CITY”)**

by and through its

Board of Public Works  
Suite 210, Citizens Square  
200 East Berry Street  
Fort Wayne, IN 46802

and

**VS ENGINEERING, INC. (“ENGINEER”)**

10305 Dawson’s Creek Blvd., Suite A  
Fort Wayne, IN 46825  
Phone: (260)489-6635

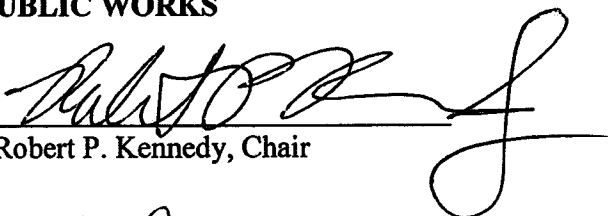
Who agree as follows:

CITY hereby engages ENGINEER to perform the services set forth in Part I - Services (“SERVICES”) and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation (“COMPENSATION”). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement and written authorization to proceed from CITY. CITY and ENGINEER 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  
Mike Avila, Member

BY: \_\_\_\_\_  
Kumar Menon, Member

ATTEST: Victoria Edwards  
Victoria Edwards, Clerk

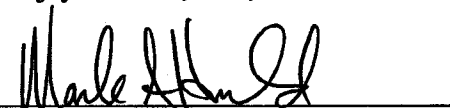
DATE: October 22, 2014

**APPROVED as to legality and form**

**APPROVED FOR ENGINEER**

**VS Engineering, Inc.**

BY:   
Sanjay B. Patel, P.E., President

ATTEST:   
Mark A. Herald, P.E., Project Manager

DATE: September 12, 2014

**PART I**  
**SERVICES**

**A. GENERAL**

ENGINEER shall provide the CITY professional engineering services in the design phase of the PROJECT. These services will include serving as CITY'S professional representative for the PROJECT; providing professional engineering consultation and advice, and furnishing civil, environmental and other customary design services incidental thereto.

**B. PROJECT DESCRIPTION**

Project will involve the rehabilitation of Hobson Road between State Boulevard to Stellhorn Road in north-eastern Fort Wayne. The project will include rehabilitation of the existing pavement in some form with resurfacing by the method chosen by the CITY based on review of the recommendations of the ENGINEER. The existing road section of 55 feet width shall be turned into single 10+/- foot through lanes with 5+/- foot bike lanes in each direction, a 15+/- center turn lane, new 5 foot sidewalk where needed, and approximately 11+/- park strips. This will provide a reduction in pavement of approximately 5 feet on both sides through most of the project area. New 6" inch curbing shall be included where determined necessary. All pedestrian infrastructure shall be brought up to current Public Right-of-Way Accessibility Guidelines (PROWAG). The traffic signals located at State Blvd, Vance Ave, Coliseum, SR930, Trier Rd, and Stellhorn shall be modernized as needed. All work shall be constructed within the minimum 80 foot right of way section. The project shall be designed and ready for bidding and construction in the spring of 2015.

1. Roadway

Roadway shall be rehabilitated with 10-11 foot travel lanes with 5-6 bike lanes each side and a 14-15 foot center turn lane. The method of rehabilitation shall be recommended by the ENGINEER based on a thorough visual and testing evaluation of the existing condition and a life-cycle cost analysis of the alternative evaluated. Road alignment shall generally stay the same except grade changes to accommodate the rehabilitation method chosen and where needed changes can provide better cross road drainage. Pavement shall be designed to City of Fort Wayne Arterial Roadway specifications as a minimum. This section of Hobson Rd is a designated a local delivery truck route and roadway shall be designed accordingly.

2. Drainage design

Engineer shall perform a watershed area and drainage review to determine if any new storm sewers are needed along with sizing and inlet spacing. All runoff shall be directed to either IPFW Natural Drain, or Baldwin & Branshes. All drainage analyses and calculations shall be done in accordance with City Utilities Engineering Design Standards Manual and Master Specifications. All stormwater facilities details shall be in accordance with the aforementioned documents. All drainage calculations and analyses shall be submitted for review by City Utilities.

3. Landscape architecture

Engineer shall provide landscaping plan which includes street trees and other recommended plantings of the available green spaces in conjunction with any green alternatives included in the project scope. All plantings and trees shall be coordinated with City of Fort Wayne Parks Department Arborist and Landscape Architect.

4. Green infrastructure

Green infrastructure initiatives shall be incorporated into the design which will be aimed at capturing/reducing runoff as well as treating the first 1-inch of rainfall on site prior to discharge to the IPFW Natural Drain, or Baldwin & Branches. Engineer shall recommend green infrastructure alternatives to the City with costs and benefits including maintenance costs. City encourages creative ideas provided they do not pose significant maintenance issues. Prior to development of details, the Engineer shall provide recommended green infrastructure alternatives to the City for discussion. These options may be in the form of samples images, renderings, technical drawings, or specifications such that City staff can fully understand the proposed ideas. These ideas shall be presented along with initial and recurring costs and a recommendation will be made to the City. City staff will evaluate and select a recommended plan as proposed or with possible revisions. Engineer shall complete the design of the selected green infrastructure initiatives once all revisions have been evaluated.

5. Traffic signals, signs and pavement markings

Engineer shall incorporate the modernization of traffic signals within the project limits if necessary. All detection shall be wireless. Traffic signal interconnection shall be wireless. All pavement markings shall be included in the design. Pavement markings are to be epoxy paint on both asphalt pavement and concrete pavement.

6. Utility coordination

Engineer shall coordinate with all existing utilities. While all efforts are to be made to minimize relocation of utilities, if necessary Engineer shall coordinate the development of relocation plans.

7. Public participation

Engineer shall participate in no less than two public meetings, and shall develop an appropriate number of perspective renderings and other visual aids to illustrate the proposed project design. These meetings will be held at a location near the project limits or at Citizen's Square.

## 8. Right-of-way

All work shall be designed so as to stay within the existing road right-of-way. No right-of-way engineering services shall be necessary for this PROJECT.

## 9. Maintenance of traffic

Engineer shall develop maintenance of traffic plans such that two-way traffic will be maintained on Hobson Road as well as access to all public streets and properties shall be maintained at all times during construction.

## 10. Permitting

Engineer shall obtain all necessary permits prior to completion of design services. Required permits as follows:

1. IDEM – Section 401 Water Quality Certification
2. IDEM – Rule 5 Erosion Control Plan

## C. SCOPE OF WORK

The duty of the ENGINEER is to design approved improvements; develop construction drawings, specifications and special provisions. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The tasks identified for this project are provided in Attachment 1 – Scope of Services Fee Proposal. The ENGINEER shall develop and provide the following services associated with those tasks:

### Project Schedule and Review Meetings

- 1.1 Prepare and update quarterly the project design schedule.
- 1.2 Keep the minutes of the Review and Coordination Meetings and distribute these minutes within 7 days of the Review Meeting.

### Data Collection and Field Survey

- 2.1 Research CITY documents for existing mapping, utility information, as-built drawings, information management system and other pertinent data. (City will provide available information)
- 2.2 Identify utilities and their apparent location from Utility maps.
- 2.3 Check conflicts with any other proposed projects in the immediate area.
- 2.4 Contact all utility companies and have the underground utilities field marked along the selected route. (Coordinate with IUPPS)

- 2.5 Complete a field survey.

### **Preliminary Design Stages**

Develop and submit preliminary design plans at 30%, 60% and 90% design stages as follows:

- 3.1 Prepare existing site drawings. (See Transportation Engineering Services, Drafting Standards)
- 3.2 Provide a utility location plan indicating apparent conflict areas.
- 3.3 Address apparent utility conflicts.
- 3.4 Compile additional data as needed.
- 3.5 Advise CITY of need for additional data relative to exploratory digs, pavement cores, soil borings and geotechnical evaluation issues all in accordance with good engineering practices. Provide a plan indicating recommended exploratory digs, pavement corings, soil borings and any areas of special interest prior to performing work. Fee for additional data work proposed shall be approved prior to commencing with the work.
- 3.6 Determine the final location of the proposed improvements, any permanent or temporary right-of-way or easement requirements.
- 3.7 Select construction materials and products to be used on this project after review with the City.
- 3.8 Prepare Preliminary Design Drawings and submit two (2) paper sets of plans and one (1) electronic version of the project drawings (AUTOCAD version 13 and PDF) for each design phase. Incorporate all design improvements.
- 3.9 Prepare outline of specifications or reference standard specifications to supplement CITY standards.
- 3.10 Prepare estimate of quantities and estimate of construction costs.
- 3.11 Attend Preliminary Design Review Meetings with each submittal.
- 3.12 Attend two public meetings to present and solicit public input on project.
- 3.13 Comments received from each design submittal shall be addressed with the next submittal.

### **Final Design**

- 4.1 Prepare draft specifications for the improvements, including special provisions and necessary details to supplement CITY standards.
- 4.2 Prepare final design drawings. Incorporate comments received during the review meetings and routings.
- 4.3 Update summary of project quantities.

- 4.4 Upon approval of Final Design drawings and project specifications, prepare and submit one (1) set of stamped plans, itemized bid, special provisions and itemized engineers estimate and electronic version of the project drawings (AUTOCAD version 13 and PDF) and documents (Microsoft WORD).

**Bidding**

- 5.1 Attend Pre-bid Meeting.
- 5.2 Respond to questions from bidders and manufacturer representatives during bidding as requested by CITY. Responses requiring additional information or clarification not found within the bid documents shall ONLY be addressed by addendum.
- 5.3 Prepare addenda, as needed to interpret, clarify or expand bid documents. CITY to issue addenda.
- 5.4 Review and tabulate bids and make recommendation regarding construction contract award to the CITY.

**D. SCHEDULE**

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by October 10, 2014 and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DAYS</u>
Field Survey	45
Preliminary Design	105
Final Design	180
Bidding	210

## **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/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS**

Make available to ENGINEER reports, studies, regulatory decisions and similar information relating to the SERVICES that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

Provide ENGINEER with electronic copies of existing CITY utility maps, aerial maps and contour maps that are readily available.

**B. 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 Shan Gunawardena, City Engineer.

**C. DECISIONS**

Provide all criteria and full information as to CITY'S requirements for the SERVICES and make timely decisions on matters relating to the SERVICES.

**PART III**  
**COMPENSATION**

**A. COMPENSATION**

Compensation for services performed in accordance with Part I – SERVICES of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$279,950.00 as summarized in attached Attachment 1. Please note that there is a \$ 30,000 work allowance included in the engineering fee for this project.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment # 2 – Employee Hourly Rate Schedule. All reimbursable costs incurred for the Project will be invoiced at actual cost.

Payment for outside consulting and/or professional services such as Geotechnical, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ENGINEER plus ten percent (10%) for administrative costs. The ENGINEER will obtain written CITY approval before authorizing these services.

**B. BILLING AND PAYMENT**

1. Timing/Format

- a. ENGINEER shall invoice CITY monthly for SERVICES completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. CITY shall pay ENGINEER within 30 days of receipt of valid approved invoice.

2. Billing Records

ENGINEER 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.

## PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements;

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and

Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:  
City of Fort Wayne Purchasing Department  
200 East Berry Street, Suite 490  
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:  
[http://www.cityoffortwayne.org/utilities/images/stories/docs/consent\\_decree/Consent\\_Decree.pdf](http://www.cityoffortwayne.org/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf)

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the service contemplated by the Agreement

Form 96  
 Non-Collusion Affidavit  
 Cert In Lieu/Financial Statement  
 Bidder's Bond  
 Street Barricade Maint Info  
 EBE Declaration Form  
 E-Verify Affidavit  
 Addendum No. 1  
 Addendum No. 2  
 Addendum No. 3  
 Addendum No. 4

best bid column

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TOTAL: \$3,308,815.05      TOTAL: \$3,385,352.07      TOTAL: \$3,748,024.17

% over 2.31%      % over 13.27%  
 % under 0.00%      % under 0.00%

**Bid Tabulation**

ITEM NO.	ITEM	PLAN QTY	UNIT	estimate		UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
				UNIT COST Est (\$)	AMOUNT Est (\$)				
1	Mobilization and Demobilization	1	LS	\$184,000.00	\$184,000.00	\$209,267.60	\$209,267.60	\$187,400.00	\$187,400.00
2	Right-of-Way Clearing	1	LS	\$55,000.00	\$55,000.00	\$72,707.04	\$72,707.04	\$75,000.00	\$75,000.00
3	Maintenance of Traffic	1	LS	\$280,000.00	\$280,000.00	\$197,667.31	\$197,667.31	\$425,150.00	\$425,150.00
4	Construction Engineering	1	LS	\$50,000.00	\$50,000.00	\$64,960.00	\$64,960.00	\$50,000.00	\$50,000.00
5	Tree Removal, 6" caliper and less	19	EA	\$250.00	\$4,750.00	\$65.00	\$1,235.00	\$65.00	\$1,235.00
6	Tree Removal, 7"-12" caliper	8	EA	\$450.00	\$3,600.00	\$400.00	\$3,200.00	\$400.00	\$3,200.00
7	Tree Removal, 12" caliper and larger	1	EA	\$800.00	\$800.00	\$950.00	\$950.00	\$950.00	\$950.00
8	Tree Pruning & Disposal, Per Limb	24	EA	\$175.00	\$4,200.00	\$50.00	\$1,200.00	\$50.00	\$1,200.00
9	Concrete Curb, Remove	7471	LF	\$7.50	\$56,032.50	\$1.25	\$9,338.75	\$1.00	\$7,471.00
10	Concrete Sidewalk, Remove	1847	SY	\$9.00	\$16,623.00	\$7.75	\$14,314.25	\$6.00	\$11,082.00
11	Concrete Pavement, Remove	3338	SY	\$9.50	\$31,711.00	\$18.50	\$61,753.00	\$16.00	\$53,408.00
12	Concrete Driveway, Remove	1664	SY	\$9.50	\$15,808.00	\$13.50	\$22,464.00	\$11.00	\$18,304.00
13	Concrete Patching, 10"	7000	SY	\$100.00	\$700,000.00	\$124.00	\$868,000.00	\$110.89	\$776,230.00
14	Concrete Driveway, Residential, 6" PCCP	1585	SY	\$60.00	\$95,100.00	\$75.00	\$118,875.00	\$85.00	\$134,725.00
15	Concrete Driveway, Commercial, 8" PCCP	640	SY	\$75.00	\$48,000.00	\$80.00	\$51,200.00	\$85.00	\$54,400.00
16	Alley Approach, 8" PCCP	69	SY	\$75.00	\$5,175.00	\$80.00	\$5,520.00	\$85.00	\$5,865.00
17	Concrete Curb, Type III	7939	LF	\$22.00	\$174,658.00	\$15.50	\$123,054.50	\$35.00	\$277,865.00
18	Concrete Curb Turnout	33	EA	\$350.00	\$11,550.00	\$450.00	\$14,850.00	\$600.00	\$19,800.00
19	Concrete Sidewalk, 4"	1199	SY	\$55.00	\$65,945.00	\$80.00	\$95,920.00	\$100.00	\$119,900.00
20	Concrete Curbside Sidewalk	154	SY	\$75.00	\$11,550.00	\$90.00	\$13,860.00	\$70.00	\$10,780.00
21	ADA Curb Ramps	176	SY	\$155.00	\$27,280.00	\$139.00	\$24,464.00	\$220.00	\$38,720.00
22	Underdrain, Perforated Pipe, 6"	6950	LF	\$6.00	\$41,700.00	\$10.00	\$69,500.00	\$10.00	\$69,500.00
23	Underdrain, Solid HDPE Pipe, 6"	195	LF	\$10.00	\$1,950.00	\$18.00	\$3,510.00	\$18.00	\$3,510.00
24	Aggregate for Underdrain	790	CY	\$22.00	\$17,380.00	\$49.00	\$38,710.00	\$49.00	\$38,710.00
25	Geotextiles for Underdrain	8288	SY	\$1.00	\$8,288.00	\$1.00	\$8,288.00	\$1.00	\$8,288.00
26	Washed No. 8 Stone	2748	TON	\$27.00	\$74,196.00	\$28.00	\$76,944.00	\$28.00	\$76,944.00
27	Adjust Casting to Grade, Structure	50	EA	\$325.00	\$16,250.00	\$650.00	\$32,500.00	\$500.00	\$25,000.00
28	Adjust Casting to Grade, Water Valve	57	EA	\$150.00	\$8,550.00	\$425.00	\$24,225.00	\$250.00	\$14,250.00
29	2' x 2' Inlet	12	EA	\$2,250.00	\$27,000.00	\$1,558.00	\$18,696.00	\$1,558.00	\$18,696.00
30	30" Round Inlet	1	EA	\$2,250.00	\$2,250.00	\$1,458.00	\$1,458.00	\$1,458.00	\$1,458.00
31	33" Round Inlet	1	EA	\$2,250.00	\$2,250.00	\$1,508.00	\$1,508.00	\$1,508.00	\$1,508.00
32	48" Storm Manhole	2	EA	\$2,500.00	\$5,000.00	\$2,888.00	\$5,776.00	\$2,888.00	\$5,776.00
33	24" Beehive Casting	11	EA	\$450.00	\$4,950.00	\$621.00	\$6,831.00	\$621.00	\$6,831.00
34	2' x 2' Alley Casting	1	EA	\$550.00	\$550.00	\$927.00	\$927.00	\$927.00	\$927.00
35	2' x 2' Curb & Gutter Casting	8	EA	\$550.00	\$4,400.00	\$931.00	\$7,448.00	\$756.00	\$6,048.00
36	33" Round Curb & Gutter Casting	1	EA	\$600.00	\$600.00	\$1,010.00	\$1,010.00	\$835.00	\$835.00
37	12" HDPE Drain Structure w/ Beehive Casting	3	EA	\$950.00	\$2,850.00	\$1,466.00	\$4,398.00	\$1,466.00	\$4,398.00
38	Storm Pipe, RCP Class III, 12"	61	LF	\$50.00	\$3,050.00	\$109.00	\$6,649.00	\$109.00	\$6,649.00
39	Storm Pipe, RCP Class III, 15"	66	LF	\$65.00	\$4,290.00	\$112.00	\$7,392.00	\$112.00	\$7,392.00
40	Storm Pipe, RCP Class III, 18"	59	LF	\$75.00	\$4,425.00	\$117.00	\$6,903.00	\$117.00	\$6,903.00
41	Cleanout	10	EA	\$200.00	\$2,000.00	\$301.00	\$3,010.00	\$301.00	\$3,010.00
42	S150BN Erosion Control Mat	2400	SY	\$5.00	\$12,000.00	\$1.25	\$3,000.00	\$2.95	\$7,080.00

43	Mirifi 140N Soil Separator Fabric	4000	SY	\$5.00	\$20,000.00	\$2.00	\$8,000.00	\$2.00	\$8,000.00
44	HMA Surface, 9.5 mm, Type A	1917	TON	\$84.00	\$161,028.00	\$50.00	\$95,850.00	\$50.00	\$95,850.00
45	HMA Intermediate, 12.5 mm, Type A	3333	TON	\$68.00	\$226,644.00	\$50.00	\$166,650.00	\$50.00	\$166,650.00
46	HMA Base, 25 mm, Type A	412	TON	\$58.00	\$23,896.00	\$50.00	\$20,600.00	\$50.00	\$20,600.00
47	HMA Wedge & Level, Type A	49	TON	\$68.00	\$3,332.00	\$75.00	\$3,675.00	\$75.00	\$3,675.00
48	Asphalt Milling, Variable Depthh	593	SY	\$7.50	\$4,447.50	\$10.00	\$5,930.00	\$10.00	\$5,930.00
49	Fiberglass Paving Geotextile	5580	SY	\$5.50	\$30,690.00	\$5.00	\$27,900.00	\$5.00	\$27,900.00
50	Signal Cabinet & Controller	2	EA	\$12,500.00	\$25,000.00	\$15,140.00	\$30,280.00	\$12,500.00	\$25,000.00
51	New Cabinet Foundation, Type P	1	EA	\$1,500.00	\$1,500.00	\$980.00	\$980.00	\$1,000.00	\$1,000.00
52	Modify Existing Cabinet Foundation	1	EA	\$850.00	\$850.00	\$685.00	\$685.00	\$1,000.00	\$1,000.00
53	Signal Cantilever Structure, Signal Mast Arm 20 FT. with Drilled Shaft Foundation, Type A	1	EA	\$2,600.00	\$2,600.00	\$4,600.00	\$4,600.00	\$7,000.00	\$7,000.00
54	Signal Cantilever Structure, Signal Mast Arm 30 FT. with Drilled Shaft Foundation, Type A	4	EA	\$3,300.00	\$13,200.00	\$7,145.00	\$28,580.00	\$9,000.00	\$36,000.00
55	Signal Cantilever Structure, Signal Mast Arm 35 FT. with Drilled Shaft Foundation, Type A	1	EA	\$4,000.00	\$4,000.00	\$7,920.00	\$7,920.00	\$10,000.00	\$10,000.00
56	FT. with Drilled Shaft Foundation, Type A & 10' Luminaire Mast Arm w/ LEOTEK brand, Model #GCM2 40H MV NW 3R	2	EA	\$6,500.00	\$13,000.00	\$9,450.00	\$18,900.00	\$11,000.00	\$22,000.00
57	FT. with Drilled Shaft Foundation, Type A & 10' Luminaire Mast Arm w/ LEOTEK brand, Model #GCM2 40H MV NW 3R	1	EA	\$7,000.00	\$7,000.00	\$9,750.00	\$9,750.00	\$12,000.00	\$12,000.00
58	10' Luminaire Mast Arm & LEOTEK brand, Model #GCM2 40H MV NW 3R GY 850 WL PC or approved equal LED Luminaire	2	EA	\$3,500.00	\$7,000.00	\$1,360.00	\$2,720.00	\$1,325.00	\$2,650.00
59	Detector Housing, Remove	8	EA	\$250.00	\$2,000.00	\$272.00	\$2,176.00	\$250.00	\$2,000.00
60	Detector Housing	20	EA	\$950.00	\$19,000.00	\$625.00	\$12,500.00	\$750.00	\$15,000.00
61	Handhole	10	EA	\$850.00	\$8,500.00	\$1,055.00	\$10,550.00	\$750.00	\$7,500.00
62	Loop Detector Delay Amplifier, 2 Channel	22	EA	\$375.00	\$8,250.00	\$260.00	\$5,720.00	\$225.00	\$4,950.00
63	3-Section Signal Head	14	EA	\$730.00	\$10,220.00	\$700.00	\$9,800.00	\$550.00	\$7,700.00
64	4-Section Signal Head	3	EA	\$1,000.00	\$3,000.00	\$970.00	\$2,910.00	\$775.00	\$2,325.00
65	2" Steel Conduit	1979	LF	\$22.00	\$43,538.00	\$14.90	\$29,487.10	\$15.00	\$29,685.00
66	4" Steel Conduit	215	LF	\$34.00	\$7,310.00	\$27.35	\$5,880.25	\$20.00	\$4,300.00
67	Sawcut for Roadway Loop & Sealer	3080	LF	\$9.00	\$27,720.00	\$5.85	\$18,018.00	\$15.00	\$46,200.00
68	Cable, Roadway Loop, 1c/14	8260	LF	\$1.10	\$9,086.00	\$0.13	\$1,073.80	\$0.50	\$4,130.00
69	Cable, 2c/16	2865	LF	\$2.00	\$5,730.00	\$1.20	\$3,438.00	\$1.00	\$2,865.00
70	Cable, 3c/14	2795	LF	\$2.50	\$6,987.50	\$1.20	\$3,354.00	\$1.20	\$3,354.00
71	Cable, 5c/14	3920	LF	\$1.90	\$7,448.00	\$1.40	\$5,488.00	\$1.85	\$7,252.00
72	Cable, 7c/14	2940	LF	\$2.15	\$6,321.00	\$1.55	\$4,557.00	\$1.95	\$5,733.00
73	Cable, 9c/14	1200	LF	\$2.65	\$3,180.00	\$1.90	\$2,280.00	\$2.00	\$2,400.00
74	Cable, 1c/10	875	LF	\$1.25	\$1,093.75	\$0.50	\$437.50	\$1.00	\$875.00
75	Yagi Radio Antenna, Transfer Existing	1	EA	\$500.00	\$500.00	\$300.00	\$300.00	\$150.00	\$150.00
76	Pedestrian Signal Head, Countdown, LED, 18"	12	EA	\$725.00	\$8,700.00	\$550.00	\$6,600.00	\$415.00	\$4,980.00
77	Pedestrian Signal Push Button, w/Sign	12	EA	\$275.00	\$3,300.00	\$270.00	\$3,240.00	\$245.00	\$2,940.00
78	Relocation of Existing Signal Heads	1	LS	\$1,500.00	\$1,500.00	\$4,100.00	\$4,100.00	\$100.00	\$100.00
79	Temporary Traffic Signal	1	LS	\$30,000.00	\$30,000.00	\$2,300.00	\$2,300.00	\$8,000.00	\$8,000.00
80	Salvage & Transport Existing Signal Equipment (Include removal of existing head)	1	LS	\$1,500.00	\$1,500.00	\$3,200.00	\$3,200.00	\$8,000.00	\$8,000.00
81	Sign, Sheet, 0.080" Thick	212	SFT	\$22.00	\$4,664.00	\$29.80	\$6,317.60	\$9.75	\$2,067.00
82	Sign Post, U-Channel	374	LF	\$15.00	\$5,610.00	\$3.80	\$1,421.20	\$6.00	\$2,244.00
83	Line, Multi-Comp, Solid, White, 4"	9291	LF	\$0.45	\$4,180.95	\$0.50	\$4,645.50	\$0.50	\$4,645.50
84	Line, Multi-Comp, Solid, Yellow, 4"	7570	LF	\$0.45	\$3,406.50	\$0.50	\$3,785.00	\$0.50	\$3,785.00
85	Line, Multi-Comp, Broken, Yellow, 4"	4093	LF	\$0.45	\$1,841.85	\$0.14	\$573.02	\$0.14	\$573.02
86	Line, Multi-Comp, Dotted, White, 4"	220	LF	\$0.30	\$66.00	\$1.03	\$226.60	\$1.03	\$226.60
87	Transverse Markings, Multi-Comp, Stop Line, 24"	315	LF	\$3.50	\$1,102.50	\$14.00	\$4,410.00	\$14.00	\$4,410.00
88	Transverse Markings, Multi-Comp, Solid, White, Cross Walk, 24"	1830	LF	\$4.75	\$8,692.50	\$4.55	\$8,326.50	\$4.55	\$8,326.50
89	Pavement Message Marking, Multi-Comp, Lane Indication Arrow	42	EA	\$85.00	\$3,570.00	\$175.00	\$7,350.00	\$175.00	\$7,350.00
90	Pavement Message Marking, Multi-Comp, Bike Lane Indication	19	EA	\$95.00	\$1,805.00	\$282.00	\$5,358.00	\$282.00	\$5,358.00
91	Pavement Message Marking, Multi-Comp, Word, "ONLY"	19	EA	\$170.00	\$3,230.00	\$185.00	\$3,515.00	\$185.00	\$3,515.00
92	Common Excavation	1650	CY	\$28.00	\$46,200.00	\$31.00	\$51,150.00	\$31.00	\$51,150.00
93	Topsoil	1325	CY	\$35.00	\$46,375.00	\$42.00	\$55,650.00	\$60.00	\$79,500.00
94	Tall Fescue Seed Mix	70000	SFT	\$0.12	\$8,400.00	\$0.10	\$7,000.00	\$0.13	\$9,100.00
95	Rough Grading	1	LS	\$8,500.00	\$8,500.00	\$17,953.00	\$17,953.00	\$17,953.00	\$17,953.00

96	Final Grading	1	LS	\$8,500.00	\$8,500.00	\$48,736.00	\$48,736.00	\$6,750.00	\$6,750.00
97	Erosion & Sediment Control	1	LS	\$20,000.00	\$20,000.00	\$17,545.00	\$17,545.00	\$3,823.05	\$3,823.05
98	October Glory Red Maple - 2.5" Cal. B&B	9	EA	\$425.00	\$3,825.00	\$390.00	\$3,510.00	\$455.00	\$4,095.00
99	Legacy Sugar Maple - 2.5" Cal. B&B	9	EA	\$425.00	\$3,825.00	\$390.00	\$3,510.00	\$455.00	\$4,095.00
100	Shadblow Serviceberry - 1.75" Cal. B&B Single-Stem	25	EA	\$300.00	\$7,500.00	\$285.00	\$7,125.00	\$385.00	\$9,625.00
101	Common Hackberry - 2.5" Cal. B&B	1	EA	\$425.00	\$425.00	\$410.00	\$410.00	\$455.00	\$455.00
102	Thornless Hawthorn - 2" Cal. B&B	3	EA	\$350.00	\$1,050.00	\$340.00	\$1,020.00	\$385.00	\$1,155.00
103	Maidenhair Tree - 2.5" Cal. B&B	3	EA	\$450.00	\$1,350.00	\$525.00	\$1,575.00	\$550.00	\$1,650.00
104	Shademaster Honeylocust - 3" Cal. B&B	8	EA	\$475.00	\$3,800.00	\$528.00	\$4,224.00	\$560.00	\$4,480.00
105	Skyline Honeylocust - 3" Cal. B&B	5	EA	\$475.00	\$2,375.00	\$528.00	\$2,640.00	\$560.00	\$2,800.00
106	Tulip Poplar - 2" Cal. B&B	1	EA	\$375.00	\$375.00	\$350.00	\$350.00	\$385.00	\$385.00
107	Sweet Gum - 2.5" Cal. B&B	29	EA	\$400.00	\$11,600.00	\$430.00	\$12,470.00	\$455.00	\$13,195.00
108	Red Baron Crabapple - 2" Cal. B&B	9	EA	\$375.00	\$3,375.00	\$330.00	\$2,970.00	\$385.00	\$3,465.00
109	Red Oak - 2.5" Cal. B&B	3	EA	\$450.00	\$1,350.00	\$460.00	\$1,380.00	\$455.00	\$1,365.00
110	Princeton Elm - 2.5" Cal. B&B	3	EA	\$425.00	\$1,275.00	\$435.00	\$1,305.00	\$455.00	\$1,365.00
111	Homestead Elm - 2.5" Cal. B&B	3	EA	\$425.00	\$1,275.00	\$445.00	\$1,335.00	\$455.00	\$1,365.00
112	Green Vase Japanese Zelkova - 3" Cal. B&B	3	EA	\$475.00	\$1,425.00	\$540.00	\$1,620.00	\$560.00	\$1,680.00
113	Work Allowance	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
114	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	4	EA	\$500.00	\$2,000.00	\$200.00	\$800.00	\$550.00	\$2,200.00
115	ASPHALT FOR TACK COAT	12	TON	\$400.00	\$4,800.00	\$400.00	\$4,800.00	\$450.00	\$5,400.00
116	TEMPORARY PAVEMENT MARKING	24750	LF	\$1.25	\$30,937.50	\$0.26	\$6,435.00	\$0.26	\$6,435.00
117	D-1 CONTRACTION JOINT	1650	LF	\$12.00	\$19,800.00	\$12.50	\$20,625.00	\$19.05	\$31,432.50
118	4" STEEL CONDUIT	233	LF	\$25.00	\$5,825.00	\$27.35	\$6,372.55	\$20.00	\$4,660.00
119	TYPE "O" COMPACTED AGGREGATE, NO. 53 (UNDISTRIBUTED)	1100	TON	\$27.00	\$29,700.00	\$30.00	\$33,000.00	\$76.23	\$83,853.00

# COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Transportation Engineering Services is providing this information to Council as an overview of the **Hobson Road Concrete Street Rehabilitation, Phase 1** award.

## RFPs & BIDS

Bid/RFP #	12442
Awarded To	Primco, Inc
Amount	\$3,385,352.07
Conflict of interest on file?	X Yes <input type="checkbox"/> No    n/a
Number of Registrants	15
Number of Bidders	2
Attachments	BID TAB ANALYSIS SHEET AND AWARD

## EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	N/A

## SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	12442
Sole Source/ Compatibility Justification	N/A

## BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	X Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	N/A

# COUNCIL DIGEST SHEET

## COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
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## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	SEE ATTACHED COMMON COUNCIL SUPPLEMENTAL

## REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

## FUNDING SOURCE

<i>Account Information.</i>	CEDIT

**COMMON COUNCIL DIGEST SHEET - SUPPLEMENTAL**  
**Hobson Road Concrete Street Rehabilitation, Phase 1**

**Action Requested:**

Transportation Engineering Services is requesting approval of an award to Primco, Inc. in the amount of \$3,385,352.07 pursuant to Board of Works resolution 12442.

Note: Primco, Inc. was the lowest most responsive bidder among 2 bidders and over the engineer's estimate by 2.31%.

**Description and Scope of Work:**

**This phase of the project will involve the rehabilitation of Hobson Rd from State Blvd to Coliseum Blvd. The project will include rehabilitation of the existing concrete pavement and resurfacing with hot mix asphalt. The existing road section of 55 feet width shall be turned into single 10 foot through lanes with 5 foot bike lanes in each direction, a 15 foot center turn lane, new 5 foot sidewalk where needed, and approximately 11 foot park strips. This will provide a reduction in pavement of approximately 5 feet on both sides through most of the project area. New curbs, ADA curb ramps, and drive approaches shall be included. The storm sewer will be improved by installing turnouts into green space by creating bioswales with subsurface drainage, trees and filtering vegetation. There will be additional pavement markings and the traffic signals shall be modernized as needed**

**BILL NO. S-17-04-10**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**April 18, 2017**

**Glynn Hines Chair**

**Russ Jehl Co-Chair**

**All Council Members**

An Ordinance approving Construction Contract between Primco, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

*Total Cost of \$3,385,352.07 – Hobson Road Concrete Street Rehabilitation Phase I*

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

DO PASS

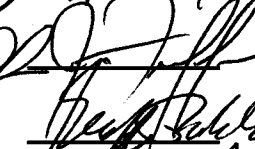
DO NOT PASS


ABSTAIN

NO REC











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**LANA R. KEESLING CITY CLERK**



Public Hearing Date:

Read the first time in full and on motion by Councilman Hines.

Read the second time by title and referred to the Public Works Committee.

Read the third time in full and on motion by Councilman Hines, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: April 25, 2017

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-17-04-10 on the 25th day of April, 2017

ATTEST:

  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th of April 2017, at the hour of 10:00 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 26<sup>TH</sup> day of APRIL

2017, at the hour of 2:00 O'clock PM . E.S.T.

  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR