

1 **BILL NO. S-21-05-13**

2 SPECIAL ORDINANCE NO. S-63-21

3  
4 AN ORDINANCE approving CONSTRUCTION  
5 CONTRACT – PARNELL AVENUE ROAD  
6 IMPROVEMENTS, RESOLUTION #0408A -  
7 \$1,216,776.00 between BROOKS CONSTRUCTION  
8 CO INC and the City of Fort Wayne, Indiana, in  
9 connection with the Board of Public Works.

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

12 **SECTION 1.** That the CONSTRUCTION CONTRACT – PARNELL  
13 AVENUE ROAD IMPROVEMENTS, RESOLUTION #0408A - \$1,216,776.00 by  
14 and between BROOKS CONSTRUCTION CO INC and the City of Fort Wayne,  
15 Indiana, in connection with the Board of Public Works, is hereby ratified, and  
16 affirmed and approved in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power,  
18 transportation, miscellaneous equipment, etc., necessary for  
19 Parnell Avenue from Coliseum Blvd to North Clinton St, with  
20 work to consist of pavement patching, milling, resurfacing,  
21 curbside sidewalk, ADA curb ramps, approaches, street lights,  
22 signals, electrical, and restoration;

23 involving a total cost of ONE MILLION TWO HUNDRED SIXTEEN THOUSAND  
24 SEVEN HUNDRED SEVENTY-SIX AND 00/100 DOLLARS - (\$1,216,776.00). A  
25 copy of said Contract is on file with the Office of the City Clerk and made available  
26 for public inspection, according to law.  
27  
28  
29  
30



**Bid Tabulation**

Proj: PARNELL AVENUE ROAD IMPROVEMENTS

Bld: 05/06/21

RES. NO. / W.O 0408A

LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	Estimate			BIDDER: Brooks Construct			BIDDER: Primco Inc		
					AMOUNT Est (\$)	UNIT COST Est (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)			
1	06845	CONSTRUCTION ENGINEERING	1	LS	\$25,000.00		\$15,000.00	\$15,000.00	\$68,400.00		\$68,400.00		
2	01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$36,000.00		\$60,800.00	\$60,800.00	\$71,489.90		\$71,489.90		
3	02771	CONCRETE APRON, REMOVE	540	SYS	\$6,480.00		\$16.00	\$8,640.00	\$24.27		\$13,105.80		
4	02710	SIDEWALK CONCRETE, REMOVE	77	SYS	\$770.00		\$12.00	\$924.00	\$15.60		\$1,201.20		
5	90277	DETECTOR HOUSING, REMOVE	2	EACH	\$400.00		\$275.00	\$560.00	\$275.00		\$550.00		
6	91065	INLET, REMOVE	1	EACH	\$600.00		\$500.00	\$500.00	\$1,075.00		\$1,075.00		
7	96133	PIPE, REMOVE	50	LFT	\$10.00		\$10.00	\$500.00	\$31.71		\$1,585.50		
8	02000	COMMON EXCAVATION	635	CYS	\$35.00		\$50.00	\$31,750.00	\$116.15		\$73,755.25		
9	06933	TEMPORARY INLET PROTECTION	10	EACH	\$120.00		\$60.00	\$600.00	\$60.00		\$600.00		
10	06937	TEMPORARY SILT FENCE	1100	LFT	\$2.00		\$2.00	\$2,200.00	\$2.00		\$2,200.00		
11	09265	STRUCTURE BACKFILL, TYPE II	7	CYS	\$32.00		\$40.00	\$280.00	\$37.62		\$263.34		
12	02070	BORROW	300	CYS	\$30.00		\$55.00	\$16,500.00	\$34.72		\$10,416.00		
13	12244	GEOTEXTILE FOR SUBGRADE TYPE 2B (UNDISTRIBUTED)	225	SYS	\$12.00		\$3.00	\$675.00	\$6.51		\$1,487.25		
14	12234	COMPACTED AGGREGATE, NO. 53	1000	TON	\$28.00		\$40.00	\$40,000.00	\$26.81		\$26,810.00		
15	FWR0	COMPACTED AGGREGATE, NO 2 (CHOKED WITH 10"Fs)	250	TON	\$20.00		\$25.00	\$6,250.00	\$27.54		\$6,885.00		
16	07491	HMA PATCHING, TYPE C	40	TON	\$100.00		\$120.00	\$4,800.00	\$120.00		\$4,800.00		
17	306-	MILLING, ASPHALT/PCCP, 1 - 4 INCHES	8370	SYS	\$5.00		\$4.25	\$35,672.50	\$4.75		\$39,757.50		
18	FWR1	HMA, C, 54, SURFACE, 9.5 MM	760	TON	\$68.00		\$70.00	\$53,200.00	\$70.00		\$53,200.00		
19	FWR1	HMA, C, 54, INTERMEDIATE, 12.5 MM	2515	TON	\$65.00		\$62.00	\$155,992.00	\$62.00		\$155,992.00		
20	12347	ASPHALT EMULSION FOR TACK COAT	5	TON	\$300.00		\$650.00	\$3,250.00	\$650.00		\$3,250.00		
21	05240	O-1 CONTRACTION JOINT	84	LFT	\$55.00		\$12.00	\$1,008.00	\$23.50		\$1,974.00		
22	06333	PCCP, PATCHING, FULL DEPTH	2140	SYS	\$85.00		\$80.00	\$171,200.00	\$100.00		\$214,000.00		
23	FWR0	CURBFACE SIDEWALK, CONCRETE	800	SYS	\$85.00		\$65.00	\$52,000.00	\$96.25		\$77,000.00		
24	06085	CURB RAMP, CONCRETE	68	SYS	\$150.00		\$125.00	\$8,500.00	\$166.75		\$12,669.00		
25	FWR0	DETECTABLE WARNING SURFACES	2	EACH	\$300.00		\$120.00	\$240.00	\$660.00		\$1,320.00		
26	06215	CENTER CURB, TYPE C, CONCRETE B(INCLUDE SAW CUT, PAVEMENT REMOVAL AND EXCAVATION)	206	SYS	\$35.00		\$105.00	\$21,630.00	\$225.00		\$46,350.00		
27	06120	CURB, CONCRETE, TYPE IIA	543	LFT	\$22.00		\$25.00	\$13,575.00	\$19.00		\$10,317.00		

TOTAL \$1,061,331.25

TOTAL \$1,216,776.00

TOTAL \$1,431,798.20

% over 14.65%  
% under 0.00%

% over 34.91%  
% under 0.00%

28	605-06120	CURB, CONCRETE, TYPE III	660	LFT	\$26.00	\$18,480.00	\$23.00	\$15,180.00	\$28.00	\$18,480.00
29	605-02278	CURB, CONCRETE, REMOVE	1963	LFT	\$8.00	\$15,704.00	\$10.00	\$19,630.00	\$14.50	\$28,463.50
30	610-07713	PCCP, FOR APPROACHES 8 INCHES	455	SYS	\$110.00	\$50,050.00	\$72.00	\$32,750.00	\$91.55	\$41,655.25
31	623-FWR1	TOPSOIL	260	TON	\$35.00	\$9,100.00	\$38.00	\$9,880.00	\$38.00	\$9,880.00
32	623-FWR2	MULCHED SEEDING	2000	SYS	\$3.00	\$6,000.00	\$3.50	\$7,000.00	\$3.50	\$7,000.00
33	715-FWR0	PIPE - 12" RCP, CLASS III	50	LFT	\$85.00	\$4,250.00	\$45.00	\$2,250.00	\$55.02	\$2,751.00
34	715-94530	ADJUST WATER VAVE TO GRADE	2	EACH	\$150.00	\$300.00	\$150.00	\$300.00	\$685.00	\$1,170.00
35	720-FWR	CASTING, 24" OPEN STORM, FURNISH AND ADJUST TO GRADE	4	EACH	\$900.00	\$3,600.00	\$775.00	\$3,100.00	\$995.00	\$3,980.00
36	720-FWR	INLET, TYPE 2' X 3' (INCLUDE 2'X3' CASTING)	2	EACH	\$2,800.00	\$5,600.00	\$2,400.00	\$4,800.00	\$2,172.35	\$4,344.70
37	720-FWR	CASTING, ADJUST TO GRADE	12	EACH	\$450.00	\$5,400.00	\$600.00	\$6,000.00	\$647.50	\$7,770.00
38	801-FWR0	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00	\$181,122.00	\$181,122.00	\$172,442.01	\$172,442.01
39	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 INCH	4000	LFT	\$1.00	\$4,000.00	\$0.25	\$1,000.00	\$0.25	\$1,000.00
40	802-06637	SIGN, SHEET, WITH LEGEND, .060 INCH THICKNESS	23	SFT	\$30.00	\$690.00	\$15.00	\$345.00	\$15.00	\$345.00
41	802-11648	SIGN POST, SQUARE TYPE 1, UNREINFORCED ANCHOR BASE	48	LFT	\$12.00	\$576.00	\$15.00	\$720.00	\$15.00	\$720.00
42	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	2	EACH	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
43	805-01842	HANDHOLE SIGNAL TYPE 1	3	EACH	\$625.00	\$2,775.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00
44	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	555	LFT	\$30.00	\$16,650.00	\$15.00	\$8,325.00	\$15.00	\$8,325.00
45	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	4	EACH	\$600.00	\$3,200.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
46	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	4	EACH	\$700.00	\$2,800.00	\$675.00	\$3,500.00	\$675.00	\$3,500.00
47	805-05405	SIGNAL POLE, PEDESTAL, 4FT	2	EACH	\$600.00	\$1,200.00	\$650.00	\$1,300.00	\$650.00	\$1,300.00
48	805-07767	SIGNAL CABLE, CONTROL, COPPER, 12C/14 GA	470	LFT	\$4.00	\$1,880.00	\$5.00	\$2,350.00	\$5.00	\$2,350.00
49	805-09366	SIGNAL SUPPORT FOUNDATION, 36 IN. DIAMETER X 120 IN.	1	EACH	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
50	805-11374	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 20 FT	1	EACH	\$3,500.00	\$3,500.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00
51	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	8	EACH	\$800.00	\$6,400.00	\$635.00	\$5,080.00	\$635.00	\$5,080.00
52	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	2	EACH	\$1,200.00	\$2,400.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
53	805-78415	SPAN, CATENARY, AND TETHER	3	EACH	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00
54	805-78420	DISCONNECT HANGER	3	EACH	\$350.00	\$1,050.00	\$275.00	\$825.00	\$275.00	\$825.00
55	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	1005	LFT	\$2.00	\$2,010.00	\$2.00	\$2,010.00	\$2.00	\$2,010.00
56	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	1480	LFT	\$2.25	\$3,285.00	\$2.50	\$3,650.00	\$2.50	\$3,650.00
57	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	140	LFT	\$2.50	\$350.00	\$3.00	\$420.00	\$3.00	\$420.00
58	805-78785	SIGNAL DETECTOR HOUSING	2	EACH	\$825.00	\$1,650.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
59	805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	2	EACH	\$4,000.00	\$8,000.00	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00
60	805-80005	SIGNAL POLE, PEDESTAL, 10 FT	2	EACH	\$975.00	\$1,950.00	\$1,375.00	\$2,750.00	\$1,375.00	\$2,750.00

61	806-FWR0	ROADWAY SIGNAL L/DOP	6	EACH	\$675.00	\$4,050.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00
62	805-FWR0	PEDESTRIAN PUSH BUTTON, APS, POLARA 2-WIRE WITH SIGN	4	EACH	\$1,500.00	\$6,000.00	\$1,500.00	\$5,000.00	\$1,500.00	\$5,000.00
63	807-FWR-	WOOD POLE, REMOVE AND DISPOSE, BACKFILL VOID	1	EACH	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
64	807-FWR-	AERIAL SPAN WIRE, REMOVE AND RELOCATE	1	EACH	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
65	807-FWR-	RISER ASSEMBLY, 2 INCH, GALVANIZED, WITH 1800 WATT P/C AND BRACKET	1	EACH	\$1,200.00	\$1,200.00	\$750.00	\$750.00	\$750.00	\$750.00
66	807-FWR-	EXISTING FOUNDATION, REMOVE TO 36" DEPTH AND BACKFILL	3	EACH	\$750.00	\$2,250.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00
67	807-FWR-	WIRE, 3C/6 OR 4C/6 XHHW-2	450	LFT	\$18.00	\$8,100.00	\$10.00	\$4,500.00	\$10.00	\$4,500.00
68	807-FWR-	MAST ARM AND LUMINAIRE, REMOVE AND RELOCATE	2	EACH	\$750.00	\$1,500.00	\$1,275.00	\$2,550.00	\$1,275.00	\$2,550.00
69	807-FWR-	EXISTING CONDUIT, LOCATE, EXPOSE, AND EXTEND	5	EACH	\$450.00	\$2,250.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00
70	807-FWR-	EXISTING WIRE, REMOVE	1	LS	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
71	807-FWR-	LIGHT POLE, 35' BDA, TRANSFORMER BASE, # MAST ARM, AND 100W LED LUMINAIRE	2	EACH	\$4,000.00	\$8,000.00	\$3,040.00	\$6,080.00	\$3,040.00	\$6,080.00
72	808-	LINE, MULTI-COMPONENT, BROKEN, WHITE, 4 INCH	350	LFT	\$0.50	\$175.00	\$0.85	\$297.50	\$0.85	\$297.50
73	808-	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 INCH	1050	LFT	\$0.45	\$472.50	\$0.60	\$630.00	\$0.60	\$630.00
74	808-	LINE, MULTI-COMPONENT, BROKEN, YELLOW, 4 INCH	1800	LFT	\$0.45	\$810.00	\$0.85	\$1,530.00	\$0.85	\$1,530.00
75	808-	LINE, MULTI-COMPONENT, SOLID, WHITE, 8 INCH	175	LFT	\$1.25	\$218.75	\$1.00	\$175.00	\$1.00	\$175.00
76	808-	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, YELLOW, 12 INCH	155	LFT	\$5.00	\$775.00	\$6.00	\$1,240.00	\$6.00	\$1,240.00
77	808-	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, WHITE, 12 INCH	60	LFT	\$5.00	\$300.00	\$6.00	\$480.00	\$6.00	\$480.00
78	808-	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, WHITE, ONLY	2	EACH	\$160.00	\$320.00	\$300.00	\$600.00	\$300.00	\$600.00
79	808-	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 6 INCH	320	LFT	\$0.00	\$0.00	\$6.00	\$2,560.00	\$6.00	\$2,560.00
80	808-	LINE, MULTI-COMPONENT, SOLID, YELLOW, 8 INCH	300	LFT	\$0.00	\$0.00	\$1.00	\$300.00	\$1.00	\$300.00
81	808-	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 INCH	115	LFT	\$12.00	\$1,380.00	\$30.00	\$3,450.00	\$30.00	\$3,450.00
82	808-	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	7	EACH	\$225.00	\$1,575.00	\$250.00	\$1,750.00	\$250.00	\$1,750.00
83	808-	CENTER CURB PAINTING, YELLOW	330	SFT	\$2.00	\$660.00	\$5.00	\$1,650.00	\$5.00	\$1,650.00
84	807-	LIGHT STRUCTURE, POLE AND MAST ARM, RESET	2	EACH	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
85	807-	LIGHT STANDARD FOUNDATION, 3' DIAMETER X 8'	4	EACH	\$1,000.00	\$6,400.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00
86	202-	PAVEMENT REMOVAL	500	SYS	\$12.00	\$6,000.00	\$12.00	\$6,000.00	\$21.20	\$10,600.00
87	720-FWR1	CASTING, 2'X2' ALLEY FURNISH AND ADJUST TO GRADE	1	EACH	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$1,213.00	\$1,213.00
88	720-FWR1	CASTING, 2'X2' CURB & GUTTER FURNISH AND ADJUST TO GRADE	2	EACH	\$650.00	\$1,300.00	\$800.00	\$1,600.00	\$773.75	\$1,547.50
89	109-	FORCE ACCOUNT / WORK ALLOWANCE	75000	DOL	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00



## Notice of Award

5/11/2021

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Project: Parnell Avenue Road Improvements

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Owner: City of Fort Wayne Board of Works

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Resolution/Work Order #0408A

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Bidder: Brooks Construction Co Inc

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Bidder's Address: PO Box 9560

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Fort Wayne, IN 46899

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You are notified that your Bid dated 5/6/2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Parnell Avenue Road Improvements

Parnell Avenue from Coliseum Blvd to North Clinton St. Work will consist of pavement patching, milling, resurfacing, curbface sidewalk, ADA curb ramps, approaches, street lights, signals, electrical, and restoration.

The Contract Price of your Contract is \$1,216,776.00.

1 copy of the proposed Construction Contract (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within **[10]** days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the Contract security [Bonds] as specified in the Instructions to Bidders.
  - a. Performance Bond
  - b. Payment Bond
  - c. Certificates of Insurance
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document, pursuant to Article 19 of the Instructions to Bidders.
4. Deliver executed Vendor Disclosure Statement (Must have one on file annually with the City of Fort Wayne).
5. Deliver executed E-Verify Affidavit.
6. Deliver executed Drug Policy Acknowledgement Form.



## Notice of Award

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Contractor will be allowed an additional 11 calendar days to submit Bonds.

Within thirty days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

**CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS**

A handwritten signature in blue ink, appearing to read "Shan Gupawardena", written over a horizontal line.

**Shan Gupawardena, Chair**

A handwritten signature in blue ink, appearing to read "Kumar Menon", written over a horizontal line.

**Kumar Menon, Member**

A handwritten signature in blue ink, appearing to read "Chris Guerrero", written over a horizontal line.

**Chris Guerrero, Member**

**ATTEST:**

A handwritten signature in blue ink, appearing to read "Michelle Fulk-Vondran", written over a horizontal line.

**Michelle Fulk-Vondran, Clerk**

Date: 5-11-21

cc: Project Manager

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

RESOLUTION/WORK ORDER # 0408A

This Agreement is by and between the City of Fort Wayne – Board of Public Works (“Owner”) and Brooks Construction Co Inc (“Contractor”).

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

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Parnell Avenue from Coliseum Blvd to North Clinton St. Work will consist of pavement patching, milling, resurfacing, curbface sidewalk, ADA curb ramps, approaches, street lights, signals, electrical, and restoration.

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Parnell Avenue Road Improvements

## ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Public Works Engineering.

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before 12/10/2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 12/17/2021.

### 4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 [N/A]
2. Milestone 2 [N/A]
3. Milestone 3 [N/A]

#### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner up to \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner up to \$1000 for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*: Contractor shall pay Owner up to \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
  - B. Total of all unit prices **\$1,216,776.00**.

#### ARTICLE 6—PAYMENT PROCEDURES

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment no more often than every 30 days during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that

such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 95 percent of the value of the Work completed (with the balance being retainage).
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

#### 6.03 *Final Payment*

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

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 8 sheets with each sheet bearing the following general title: **Parnell Avenue Coliseum Blvd to North Clinton St Road Improvements**
  7. Addenda (numbers 1 to 2, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Drug Policy Acknowledgement Form (Project Bids under \$150,000.00) or Written copy of Contractors Drug Policy (Project Bids over \$150,000.00)
    - b. E-Verify Affidavit

- c. Escrow account agreement
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

#### **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

##### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences,

and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

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

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
                          SS: )  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 13 day of May, 2021, personally appeared the within named Cynthia A. Kiebasel who being by me first duly sworn upon his oath says that he is the of CFO 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.

Sarah Z Boardman  
\_\_\_\_\_  
Notary Public  
Sarah Z Boardman  
\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

Resident of Whitley County.



**ACKNOWLEDGMENT**

STATE OF INDIANA )  
                          SS: )  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared the within named **Thomas C. Henry, Shan Gunawardena, Kumar Menon, Chris Guerrero, and Michelle Fulk-Vondran**, by me personally known, who being by me duly sworn said that they are respectively the **Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana**, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said **City** for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

Resident of \_\_\_\_\_ County.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 0408A).

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

**CONTRACTOR**

Brooks Construction Co Inc

BY: Cynthia A. Riebersal  
Print Name Cynthia A. Riebersal

TITLE: CEO

DATE: 5/13/21  
(Date signed by Contractor)

Address for giving notices:

PO Box 9560  
Fort Wayne, IN 46899  
\_\_\_\_\_

**OWNER**

CITY OF FORT WAYNE

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

BOARD OF PUBLIC WORKS

BY: \_\_\_\_\_  
SHAN GUNAWARDENA, CHAIR

BY: \_\_\_\_\_  
KUMAR MENON, MEMBER

BY: \_\_\_\_\_  
CHRIS GUERRERO, MEMBER

ATTEST: \_\_\_\_\_  
MICHELLE FULK-VONDRAN, CLERK

DATE: \_\_\_\_\_  
(Date signed by Board)

0408A - Parnell Ave Road Improvements (#7765910)

Owner: Public Works

Solicitor: Public Works

05/06/2021 02:00 PM EDT

Section	Trl Line	Item	Item Code	Item Description	Unit/M	Quantity	Unit Price	Extension
PARNELL AVENUE ROAD IMPROVEMENTS	1	105-06845		CONSTRUCTION ENGINEERING	LS	1	\$15,000.00	\$15,000.00
	2	110-01001		MOBILIZATION AND DEMOBILIZATION	LS	1	\$60,800.00	\$60,800.00
	3	202-02771		CONCRETE APRON, REMOVE	SYS	540	\$16.00	\$8,640.00
	4	202-52710		SIDEWALK CONCRETE, REMOVE	SYS	77	\$12.00	\$924.00
	5	202-90277		DETECTOR HOUSING, REMOVE	EACH	2	\$275.00	\$550.00
	6	202-91385		INLET, REMOVE	EACH	1	\$500.00	\$500.00
	7	202-96133		PIPE, REMOVE	LFT	50	\$10.00	\$500.00
	8	203-02000		COMMON EXCAVATION	CYS	635	\$50.00	\$31,750.00
	9	205-06933		TEMPORARY INLET PROTECTION	EACH	10	\$60.00	\$600.00
	10	205-06937		TEMPORARY SILT FENCE	LFT	1100	\$2.00	\$2,200.00
	11	211-09265		STRUCTURE BACKFILL, TYPE II	CYS	7	\$40.00	\$280.00
	12	203-02070		BORROW	CYS	300	\$55.00	\$16,500.00
	13	214-12244		GEOTEXTILE FOR SUBGRADE TYPE 2B (UNDISTRIBUTED)	SYS	225	\$3.00	\$675.00
	14	301-12234		COMPACTED AGGREGATE, NO. 53	TON	1000	\$40.00	\$40,000.00
	15	301-FWR01		COMPACTED AGGREGATE, NO 2 [CHOKED WITH 10Ts]	TON	250	\$25.00	\$6,250.00
	16	304-07491		HMA PATCHING, TYPE C	TON	40	\$120.00	\$4,800.00
	17	306-FWU02		MILLING, ASPHALT/PCCP, 1 - 4 INCHES	SYS	8370	\$4.25	\$35,572.50
	18	402-FWR17		HMA, C, 64, SURFACE, 9.5 MM	TON	760	\$70.00	\$53,200.00
	19	402-FWR18		HMA, C, 64, INTERMEDIATE, 12.5 MM	TON	2516	\$62.00	\$155,992.00
	20	406-12347		ASPHALT EMULSION FOR TACK COAT	TON	5	\$3,250.00	\$16,250.00
	21	503-05240		D-1 CONTRACTION JOINT	LFT	84	\$12.00	\$1,008.00
	22	506-06333		PCCP, PATCHING, FULL DEPTH	SYS	2140	\$80.00	\$171,200.00
	23	604-FWR05		CURBFACE SIDEWALK, CONCRETE	SYS	800	\$65.00	\$52,000.00
	24	604-08085		CURB RAMP, CONCRETE	SYS	68	\$125.00	\$8,500.00
	25	604-FWR01		DETECTABLE WARNING SURFACES	EACH	2	\$120.00	\$240.00
	26	605-06215		CENTER CURB, TYPE C, CONCRETE 8" (INCLUDE SAW CUT, PAVEMENT REMOVAL AND EXCAVATION)	SYS	206	\$105.00	\$21,630.00
	27	605-06120		CURB, CONCRETE, TYPE II-A	LFT	543	\$25.00	\$13,575.00
	28	605-06120		CURB, CONCRETE, TYPE III	LFT	660	\$23.00	\$15,180.00
	29	605-02278		CURB, CONCRETE, REMOVE	LFT	1963	\$10.00	\$19,630.00
	30	610-07713		PCCP, FOR APPROACHES 8 INCHES	SYS	455	\$72.00	\$32,760.00
	31	623-FWR19		TOPSOIL	TON	260	\$38.00	\$9,880.00
	32	623-FWR25		MULCHED SEEDING	SYS	2000	\$3.50	\$7,000.00
	33	715-FWR07		PIPE - 12" RCP, CLASS III	LFT	50	\$45.00	\$2,250.00
	34	715-94530		ADJUST WATER VAVE TO GRADE	EACH	2	\$150.00	\$300.00
	35	720-FWR		CASTING, 24" OPEN STORM, FURNISH AND ADJUST TO GRADE	EACH	4	\$775.00	\$3,100.00
	36	720-FWR		INLET, TYPE 2' X 3' (INCLUDE 2"x3" CASTING)	EACH	2	\$2,400.00	\$4,800.00
	37	720-FWR		CASTING, ADJUST TO GRADE	EACH	12	\$500.00	\$6,000.00
	38	801-FWR01		MAINTENANCE OF TRAFFIC	LS	1	\$181,122.00	\$181,122.00

39	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 INCH	LFT	4000	\$0.25	\$1,000.00
40	802-09837	SIGN, SHEET, WITH LEGEND, .080 INCH THICKNESS	SFT	23	\$15.00	\$345.00
41	802-11648	SIGN POST, SQUARE TYPE 1, UNREINFORCED ANCHOR BASE	LFT	48	\$15.00	\$720.00
42	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	EACH	2	\$3,000.00	\$6,000.00
43	805-01842	HANDHOLE SIGNAL TYPE 1	EACH	3	\$1,500.00	\$4,500.00
44	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	555	\$15.00	\$8,325.00
45	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EACH	4	\$500.00	\$2,000.00
46	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	EACH	4	\$875.00	\$3,500.00
47	805-05405	SIGNAL POLE, PEDESTAL, 4FT	EACH	2	\$650.00	\$1,300.00
48	805-07767	SIGNAL CABLE, CONTROL, COPPER, 12C/14 GA	LFT	470	\$5.00	\$2,350.00
49	805-09366	SIGNAL SUPPORT FOUNDATION, 36 IN. DIAMETER X 120 IN.	EACH	1	\$3,000.00	\$3,000.00
50	805-11374	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 20 FT	EACH	1	\$4,100.00	\$4,100.00
51	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	EACH	8	\$635.00	\$5,080.00
52	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	EACH	2	\$800.00	\$1,600.00
53	805-78415	SPAN, CATENARY, AND TETHER	EACH	3	\$3,000.00	\$9,000.00
54	805-78420	DISCONNECT HANGER	EACH	3	\$275.00	\$825.00
55	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LFT	1005	\$2.00	\$2,010.00
56	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LFT	1460	\$2.50	\$3,650.00
57	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LFT	140	\$3.00	\$420.00
58	805-78785	SIGNAL DETECTOR HOUSING	EACH	2	\$1,500.00	\$3,000.00
59	805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	EACH	2	\$7,500.00	\$15,000.00
60	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	EACH	2	\$1,375.00	\$2,750.00
61	805-FWR01	ROADWAY SIGNAL LOOP	EACH	6	\$500.00	\$3,000.00
62	805-FWR02	PEDESTRIAN PUSH BUTTON, APS, POLARA 2-WIRE WITH SIGN	EACH	4	\$1,500.00	\$6,000.00
63	807-FWR-01	WOOD POLE, REMOVE AND DISPOSE, BACKFILL VOID	EACH	1	\$1,000.00	\$1,000.00
64	807-FWR-02	AERIAL SPAN WIRE, REMOVE AND RELOCATE	EACH	1	\$1,500.00	\$1,500.00
65	807-FWR-03	RISER ASSEMBLY, 2 INCH, GALVANIZED, WITH 1800 WATT P/C AND BRACKET	EACH	1	\$750.00	\$750.00
66	807-FWR-04	EXISTING FOUNDATION, REMOVE TO 36" DEPTH AND BACKFILL	EACH	3	\$1,500.00	\$4,500.00
67	807-FWR-06	WIRE, 3C/6 OR 4C/6 XHHW-2	LFT	450	\$10.00	\$4,500.00
68	807-FWR-07	MAST ARM AND LUMINAIRE, REMOVE AND RELOCATE	EACH	2	\$1,275.00	\$2,550.00
69	807-FWR-08	EXISTING CONDUIT, LOCATE, EXPOSE, AND EXTEND	EACH	6	\$1,500.00	\$9,000.00
70	807-FWR-09	EXISTING WIRE, REMOVE	LS	1	\$1,000.00	\$1,000.00
71	807-FWR-11	LIGHT POLE, 35' BDA, TRANSFORMER BASE, 8' MAST ARM, AND 100W LED LUMINAIRE	EACH	2	\$3,040.00	\$6,080.00
72	808-10031	LINE, MULTI-COMPONENT, BROKEN, WHITE, 4 INCH	LFT	350	\$0.85	\$297.50
73	808-10033	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 INCH	LFT	1050	\$0.60	\$630.00
74	808-10036	LINE, MULTI-COMPONENT, BROKEN, YELLOW, 4 INCH	LFT	1800	\$0.85	\$1,530.00
75	808-10037	LINE, MULTI-COMPONENT, SOLID, WHITE, 8 INCH	LFT	175	\$1.00	\$175.00
76	808-10042	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, YELLOW, 12 INCH	LFT	155	\$8.00	\$1,240.00
77	808-10047	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, WHITE, 12 INCH	LFT	60	\$8.00	\$480.00
78	808-10052	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, WHITE, ONLY	EACH	2	\$300.00	\$600.00
79	808-10056	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 6 INCH	LFT	320	\$8.00	\$2,560.00
80	808-10058	LINE, MULTI-COMPONENT, SOLID, YELLOW, 8 INCH	LFT	300	\$1.00	\$300.00
81	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 INCH	LFT	115	\$30.00	\$3,450.00
82	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EACH	7	\$250.00	\$1,750.00
83	808-95638	CENTER CURB PAINTING, YELLOW	SFT	330	\$5.00	\$1,650.00
84	807-02370	LIGHT STRUCTURE, POLE AND MAST ARM, RESET	EACH	2	\$1,000.00	\$2,000.00

85	807-02193	LIGHT STANDARD FOUNDATION, 3" DIAMETER X 8'	EACH	4	\$2,000.00	\$8,000.00
86	202-02240	PAVEMENT REMOVAL	SYS	500	\$12.00	\$6,000.00
87	720-FWR16	CASTING, 2'X2' ALLEY FURNISH AND ADJUST TO GRADE	EACH	1	\$1,000.00	\$1,000.00
88	720-FWR17	CASTING, 2'X2' CURB & GUTTER FURNISH AND ADJUST TO GRADE	EACH	2	\$800.00	\$1,600.00
						\$75,000.00
89		RS FORCE ACCOUNT / WORK ALLOWANCE	DOL	1	\$75,000.00	\$75,000.00
						<b>\$1,216,776.00</b>

Allowance

Base Bid Total:

**CITY OF FORT WAYNE, INDIANA**

Brooks Construction Co Inc.

**(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
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 \$50,000 or more. Vendors shall disclose their 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 for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the 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: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

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:

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

**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 x \_\_\_\_\_

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- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

Yes \_\_\_\_\_ No x \_\_\_\_\_

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- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes \_\_\_\_\_ No x \_\_\_\_\_

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**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

- a. Does Vendor have current contracts (including leases) with the City? Yes x \_\_\_\_\_ No \_\_\_\_\_

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

Hobson Road, Resurface SW 2020, Becketts Run Trail

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- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes x \_\_\_\_\_ 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).

Yeager Turn Lane

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- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes \_\_\_\_\_ No x \_\_\_\_\_

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

Name / Position / Payment Terms:

\_\_\_\_\_

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: \_\_\_\_\_

Company / Name / Payment Terms: \_\_\_\_\_

**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.

SECTION 004586  
CONFLICT OF INTEREST

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

Brooks Construction Company Inc.

(Name of Vendor)

PO BOX 9560 Fort Wayne In 46899

Address  
( ) 260-478-1990

Telephone  
srboardman@brooks1st.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) Andrew F. Brooks

Title President

Signature

Date March 8, 2021

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

END OF SECTION 004586

# COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

## Parnell Avenue Road Improvements

### RFPs & BIDS

Bid/RFP #	0408A
Awarded To	Brooks Construction Co Inc
Amount	\$1,216,776.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	7
Number of Bidders	2
Required Attachments	Council Supplemental, Bid Tabulation, Award, Proposed Contract, Vendor Disclosure

### EXTENSIONS

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

### SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	0408A
Sole Source/Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	<input checked="" type="checkbox"/> 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>	Please see attached Common Council Supplemental

**REQUEST FOR SUSPENSION OF RULES**

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

**FUNDING SOURCE**

<i>Account Information.</i>	
	LRS



FW PUBLIC WORKS

# Board of Public Works

*In Your Neighborhood*

## COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

### PARNELL AVENUE ROAD IMPROVEMENTS

#### Action Requested:

Requesting an Ordinance approving the **PARNELL AVENUE ROAD IMPROVEMENTS** project pursuant to the Board of Public Works Resolution #0408A and an award to **Brooks Construction Co Inc** in the amount of **\$1,216,776.00**.

Note: Brooks Construction was the lowest, most responsive bidder among 2 bidders.

#### Description and Scope of the Work:

Parnell Avenue from Coliseum Blvd to North Clinton St. Work will consist of pavement patching, milling, resurfacing, curbface sidewalk, ADA curb ramps, approaches, street lights, signals, electrical, and restoration.

**BILL NO. S-21-05-13**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**June 8, 2021**

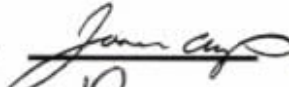

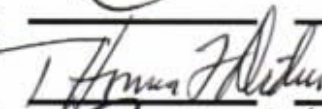
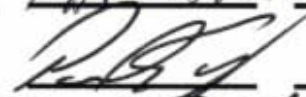


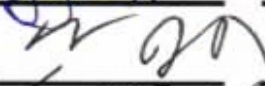
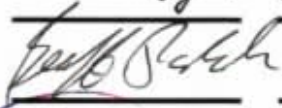

**Sharon Tucker Chair**

**Russ Jehl Co-Chair**

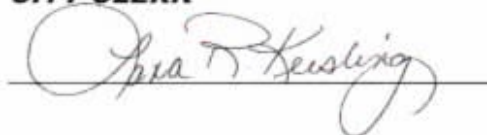
**All Council Members**

An Ordinance approving Construction Contract – Parnell Avenue Road Improvements, Resolution #0408A - between Brooks Construction Co Inc and the City of Fort Wayne, Indiana, in connection with the Board of Public Works– Involving a total cost of \$1,216,776.00

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Tucker.

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

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

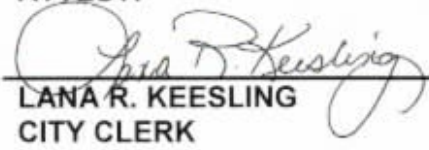
<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

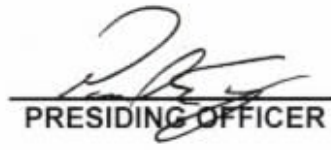
DATED: June 8, 2021

  
LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
Special Ordinance No. S-21-05-13 on the 8th day of June, 2021

ATTEST:

  
LANA R. KEESLING  
CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th  
of June 2021, at the hour of 11:50 o'clock A.M. E.S.T.

  
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 9<sup>th</sup> day of June 2021, at the  
hour of 2:00 o'clock PM E.S.T.

  
THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIA  
**RECEIVED**  
JUN 09 2021  
LANA R. KEESLING  
CITY CLERK