

1 **BILL NO. S-23-11-23**

2 **SPECIAL ORDINANCE NO. S-141-23**

3  
4 **AN ORDINANCE** approving a CONSTRUCTION  
5 CONTRACT for PONTIAC STREET STREETScape  
6 PHASE II – OLIVER STREET TO ANTHONY  
7 BOULEVARD – RESOLUTION/WORK ORDER #110-  
8 9-19-23-1 between CROSBY EXCAVATING, INC. and  
9 the City of Fort Wayne, Indiana, by and through its Board  
10 of Public Works.

11 **WHEREAS**, the Southeast Strategy Update adopted by the Common  
12 Council of the City of Fort Wayne (“Council”) in 2021 identified the Pontiac Street  
13 Corridor as one of four focal points where investment would have the greatest  
14 potential to ignite further revitalization; and

15 **WHEREAS**, to implement the Strategy, the City began a two-phase  
16 project to reconstruct the streetscape along Pontiac Street to improve safety,  
17 walkability, aesthetics, and economic prospects along the corridor; and

18 **WHEREAS**, the first phase of the project, extending from Hanna Street  
19 to Oliver Street, was completed in October 2023; and

20 **WHEREAS**, the second phase of the project, extending from Oliver  
21 Street to Anthony Boulevard, was included in the list of neighborhood projects  
22 approved by the Common Council anticipated to be funded with the City’s  
23 Supplemental LIT Distribution; and

24 **WHEREAS**, the actual construction contract for phase II of the project,  
25 based on the receipt of public bids and the award of construction contract to the  
26 lowest most responsive bidder for Pontiac Streetscape is \$2,125,192.10.

27 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE**  
28 **CITY OF FORT WAYNE, INDIANA:**  
29  
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TOTAL:	\$2,206,512.50	TOTAL:	\$2,125,292.10	TOTAL:	\$2,162,269.37
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% over	0.00%	% over	0.00%
% under	3.68%	% under	2.01%

**Bid Tabulation**

Proj:	Pontiac Streetscape Phase 2 - Oliver to Anthony				RES. NO. / W.O 0		BIDDER: Crosby Excavating		BIDDER: Malott Contracting	
Bid Date:	10/12/23									
LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$77,000.00	\$77,000.00	\$55,000.00	\$55,000.00	\$34,598.00	\$34,598.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$48,000.00	\$48,000.00	\$104,000.00	\$104,000.00	\$72,986.00	\$72,986.00
3	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$30,000.00	\$30,000.00	\$27,165.00	\$27,165.00	\$17,920.00	\$17,920.00
4	201(1)	SINGLE TROLLEY RAIL REMOVAL	100	L.F.	\$15.00	\$1,500.00	\$30.00	\$3,000.00	\$11.54	\$1,154.00
5	202(1)	FOUR TROLLEY RAILS REMOVAL	675	LF	\$45.00	\$30,375.00	\$35.00	\$23,625.00	\$40.15	\$27,101.25
6	202(1)	FOUR TROLLEY RAILS AND FOUNDATION REMOVAL	675	LF	\$90.00	\$60,750.00	\$45.00	\$30,375.00	\$82.50	\$55,687.50
7	202-02278	CURB, CONCRETE, REMOVE	4218	L.F.	\$10.00	\$42,180.00	\$6.25	\$26,362.50	\$4.37	\$18,432.66
8	202-52710	SIDEWALK CONCRETE, REMOVE	2873	SYS	\$10.00	\$28,730.00	\$13.00	\$37,349.00	\$14.56	\$41,830.88
9	202-91385	INLET, REMOVE	22	EACH	\$900.00	\$19,800.00	\$725.00	\$15,950.00	\$813.12	\$17,888.64
10	202-92607	SIGN POST, CHANNEL, REMOVE	1	EACH	\$70.00	\$70.00	\$100.00	\$100.00	\$58.00	\$58.00
11	202-93763	LIGHT STANDARD AND FOUNDATION, REMOVE	30	EACH	\$750.00	\$22,500.00	\$1,835.00	\$55,050.00	\$980.00	\$26,400.00
12	202-93995	SIGNAL POLE FOUNDATION, REMOVE	1	EACH	\$700.00	\$700.00	\$1,245.00	\$1,245.00	\$577.00	\$577.00
13	202-96133	PIPE, REMOVE	828	L.F.	\$30.00	\$24,840.00	\$12.00	\$9,936.00	\$29.21	\$24,185.88
14	202-99626	FOUNDATION FOR SIGNING, REMOVE	3	EACH	\$250.00	\$750.00	\$1,200.00	\$3,600.00	\$635.00	\$1,905.00
15	203-02000	EXCAVATION, COMMON	2172	C.Y.	\$31.00	\$67,332.00	\$55.00	\$119,460.00	\$38.50	\$83,622.00
16	205-06933	TEMPORARY INLET PROTECTION	55	EACH	\$80.00	\$4,400.00	\$85.00	\$3,575.00	\$93.50	\$5,142.50
17	211-09265	STRUCTURE BACKFILL, TYPE 2	785	C.Y.	\$55.00	\$43,175.00	\$51.00	\$40,035.00	\$42.24	\$33,158.40
18	301-12234	COMPACTED AGGREGATE NO. 53	45	TON	\$45.00	\$2,025.00	\$35.00	\$1,575.00	\$44.00	\$1,980.00
19	306-11872	MILLING, PROFILE VARIABLE DEPTH	2790	SYS	\$3.00	\$8,370.00	\$5.45	\$15,205.50	\$9.90	\$27,621.00
20	401-07321	HMA TYPE B, SURFACE, 9.5 MM	503	TON	\$85.00	\$42,755.00	\$113.25	\$56,964.75	\$143.00	\$71,929.00
21	401-07390	HMA TYPE B, INTERMEDIATE, 19.0 MM	926	TON	\$100.00	\$92,600.00	\$112.00	\$103,712.00	\$110.00	\$101,880.00
22	401-07407	HMA TYPE B, BASE, 25.0 MM	1235	TON	\$110.00	\$135,850.00	\$98.50	\$121,647.50	\$110.00	\$135,850.00
23	406-05521	ASPHALT FOR TACK COAT	9552	SYS	\$1.00	\$9,552.00	\$0.40	\$3,820.80	\$0.33	\$3,152.16
24	604-06070	SIDEWALK, CONCRETE, 4IN.	2054	SYS	\$70.00	\$143,780.00	\$62.80	\$128,991.20	\$60.00	\$123,240.00
25	604-06070	CONCRETE, 4IN.	23	SYS	\$70.00	\$1,610.00	\$70.00	\$1,610.00	\$60.00	\$1,380.00
26	604-07092	BED COURSE MATERIAL	210	TON	\$65.00	\$13,650.00	\$45.00	\$9,450.00	\$37.40	\$7,854.00
27	604-08086	CURB RAMP, CONCRETE	784	SYS	\$150.00	\$117,600.00	\$82.30	\$64,523.20	\$120.00	\$94,080.00

28	604-12083	DETECTABLE WARNING SURFACES	70	SYS	\$200.00	\$14,000.00	\$285.70	\$19,999.00	\$285.00	\$19,950.00
29	605-06120	CURB, CONCRETE (8"W X 6"H)	4244	L.F.	\$50.00	\$212,200.00	\$31.50	\$133,686.00	\$40.00	\$169,760.00
30	610-07713	PCCP FOR APPROACHES, 8 IN.	354	SYS	\$135.00	\$47,790.00	\$95.90	\$33,948.80	\$85.00	\$30,090.00
31	610-08446	PCCP FOR APPROACHES, 6 IN.	67	SYS	\$125.00	\$8,375.00	\$86.80	\$5,815.60	\$69.00	\$4,623.00
32	618-03812	BENCH, ANOVA 6' FLAT BENCH	2	EACH	\$2,400.00	\$4,800.00	\$3,500.00	\$7,000.00	\$3,740.00	\$7,480.00
33	618-03812(	HAUL AND INSTALL BENCH FROM OWNER	3	EACH	\$750.00	\$2,250.00	\$650.00	\$1,950.00	\$660.00	\$1,980.00
34	618-97672	TRASH RECEPTACLE	4	EACH	\$2,400.00	\$9,600.00	\$3,500.00	\$14,000.00	\$3,657.50	\$14,630.00
35	621-06570	TOPSOIL	176	C.Y.	\$65.00	\$11,440.00	\$45.00	\$7,920.00	\$41.80	\$7,356.80
36	621-06570	BIOSWALE MIX	262	CY	\$75.00	\$19,650.00	\$85.00	\$17,030.00	\$80.50	\$15,851.00
37	621-08560	SEEDING	741	SYS	\$2.50	\$1,852.50	\$5.00	\$3,705.00	\$4.50	\$3,334.50
38	621-08538	MULCH	91	C.Y.	\$55.00	\$5,005.00	\$80.00	\$7,280.00	\$82.50	\$7,507.50
39	622-09907	STAGING PLAN AND PREPARATION	1	L.S.	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00
40	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	25	EACH	\$500.00	\$12,500.00	\$650.00	\$16,250.00	\$594.00	\$14,850.00
41	622-05654	PLANT, PERENNIAL	2471	EACH	\$30.00	\$74,130.00	\$27.25	\$67,334.75	\$26.40	\$65,234.40
42	622-05655	PLANT, DECIDUOUS SHRUB, 5 GALLON	125	EACH	\$4.00	\$500.00	\$82.85	\$10,356.25	\$79.75	\$9,968.75
43	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	821	L.F.	\$78.00	\$64,038.00	\$125.00	\$102,625.00	\$111.15	\$91,254.15
44	720-01894	CASTING, FURNISH AND ADJUST TO GRADE (ADJUST TO GRADE)	6	EACH	\$2,500.00	\$15,000.00	\$985.00	\$5,910.00	\$935.00	\$5,610.00
45	720-03194	48" MANHOLE	1	EACH	\$4,500.00	\$4,500.00	\$9,500.00	\$9,500.00	\$8,500.00	\$8,500.00
46	720-03905	3x3 CATCH BASIN	18	EACH	\$5,000.00	\$90,000.00	\$6,250.00	\$112,500.00	\$5,106.00	\$91,908.00
47	720-04682(	33' ROUND INLET	2	EACH	\$3,200.00	\$6,400.00	\$4,400.00	\$8,800.00	\$3,740.00	\$7,480.00
48	720-04682(	2x2 INLET	6	EACH	\$500.00	\$3,000.00	\$4,300.00	\$25,800.00	\$3,190.00	\$19,140.00
49	720-04682(	12" ROUND INLET	6	EACH	\$500.00	\$3,000.00	\$2,950.00	\$17,700.00	\$2,409.00	\$14,454.00
50	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	61	EACH	\$400.00	\$24,400.00	\$100.00	\$6,100.00	\$242.00	\$14,762.00
51	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$125,000.00	\$125,000.00	\$29,500.00	\$29,500.00	\$60,900.00	\$60,900.00
52	802-04089	SIGN, SHEET, REMOVE	4	EACH	\$50.00	\$200.00	\$74.30	\$297.20	\$56.00	\$224.00
53	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	21	SFT	\$20.00	\$420.00	\$17.15	\$360.15	\$38.50	\$808.50
54	802-76055	SIGN POST, A	75	L.F.	\$28.00	\$2,100.00	\$22.90	\$1,717.50	\$16.50	\$1,237.50
55	802-99045	SIGN REMOUNTING	15	EACH	\$80.00	\$1,200.00	\$85.75	\$1,286.25	\$55.00	\$825.00
56	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	EACH	\$850.00	\$850.00	\$1,850.00	\$1,850.00	\$2,750.00	\$2,750.00
57	805-01842	HANDHOLE, SIGNAL, TYPE 1	3	EACH	\$1,200.00	\$3,600.00	\$1,375.00	\$4,125.00	\$1,870.00	\$5,610.00
58	805-01844	CONDUIT, HDPE, 1.5 IN. SDR 13.5	670	L.F.	\$40.00	\$26,800.00	\$17.15	\$11,490.50	\$16.50	\$11,055.00
59	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	8	EACH	\$785.00	\$6,280.00	\$835.00	\$6,680.00	\$935.00	\$7,480.00
60	805-02445	CONTROLLER AND CABINET, P1	1	EACH	\$18,000.00	\$18,000.00	\$23,825.00	\$23,825.00	\$33,000.00	\$33,000.00

61	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	8	EACH	\$1,100.00	\$8,800.00	\$1,380.00	\$11,040.00	\$1,650.00	\$13,200.00
62	805-11383	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, TYPE A	1	EACH	\$12,000.00	\$12,000.00	\$5,725.00	\$5,725.00	\$8,250.00	\$8,250.00
63	805-11395	SIGNAL MAST ARM AND POLE, REMOVE AND RESET	1	EACH	\$2,000.00	\$2,000.00	\$2,860.00	\$2,860.00	\$4,400.00	\$4,400.00
64	805-11817	PEDESTRIAN PUSH BUTTON, APS	8	EACH	\$1,100.00	\$8,800.00	\$1,500.00	\$12,000.00	\$1,980.00	\$15,840.00
65	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER 1C/14 GA	1500	L.F.	\$1.50	\$2,250.00	\$0.75	\$1,125.00	\$1.15	\$1,725.00
66	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	470	L.F.	\$2.50	\$1,175.00	\$3.50	\$1,645.00	\$3.85	\$1,809.50
67	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	470	L.F.	\$3.50	\$1,645.00	\$4.60	\$2,162.00	\$4.40	\$2,068.00
68	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	945	L.F.	\$3.00	\$2,835.00	\$3.50	\$3,307.50	\$2.24	\$2,116.80
69	805-78785	SIGNAL DETECTOR HOUSING	6	EACH	\$1,000.00	\$6,000.00	\$1,150.00	\$6,900.00	\$1,650.00	\$9,900.00
70	805-78785	SAW CUT FOR ROADWAY LOOP AND SEALANT	470	L.F.	\$17.00	\$7,990.00	\$11.50	\$5,405.00	\$17.60	\$8,272.00
71	805-78925	CONTROLLER CABINET FOUNDATION, P1	1	EACH	\$1,500.00	\$1,500.00	\$1,460.00	\$1,460.00	\$4,400.00	\$4,400.00
72	805-05405	SIGNAL POLE, PEDESTAL, 4 FT	5	EACH	\$1,300.00	\$6,500.00	\$860.00	\$4,300.00	\$990.00	\$4,950.00
73	807-02191	HANDHOLE LIGHTING	2	EACH	\$1,200.00	\$2,400.00	\$1,380.00	\$2,760.00	\$1,870.00	\$3,740.00
74	807-03594	RELOCATE EXISTING LIGHT	30	EACH	\$750.00	\$22,500.00	\$1,850.00	\$55,500.00	\$825.00	\$24,750.00
75	807-06592	CONDUIT, STEEL, GALVANIZED, 2 IN.	540	L.F.	\$30.00	\$16,200.00	\$17.15	\$9,261.00	\$38.50	\$20,790.00
76	807-02352	3C/8, XHHW-2, IN TRAY CABLE, SDR 13.5, 1.5 IN HDPE	3995	L.F.	\$17.00	\$67,915.00	\$17.15	\$68,514.25	\$22.00	\$87,890.00
77	807-12184	LIGHTING FOUNDATION, CONCRETE WITH GROUNDING 24 IN. DIA X 72 IN.	30	EACH	\$1,200.00	\$36,000.00	\$1,725.00	\$51,750.00	\$1,760.00	\$52,800.00
78	807-86805	SERVICE POINT, I	2	EACH	\$4,500.00	\$9,000.00	\$2,860.00	\$5,720.00	\$8,250.00	\$16,500.00
79	807-86889	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	270	L.F.	\$3.00	\$810.00	\$1.75	\$472.50	\$1.12	\$302.40
80	807-86910	CONNECTOR KIT, UNFUSED	30	EACH	\$50.00	\$1,500.00	\$57.25	\$1,717.50	\$83.00	\$2,490.00
81	807-86915	CONNECTOR KIT, FUSED	30	EACH	\$45.00	\$1,350.00	\$57.25	\$1,717.50	\$83.00	\$2,490.00
82	807-86920	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	90	EACH	\$40.00	\$3,600.00	\$22.90	\$2,061.00	\$22.00	\$1,980.00
83	807-86930	INSULATION LINK, NON-WATERPROOFED	30	EACH	\$35.00	\$1,050.00	\$22.90	\$687.00	\$11.00	\$330.00
84	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	1106	L.F.	\$10.00	\$11,060.00	\$2.85	\$3,152.10	\$4.95	\$5,474.70
85	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	70	L.F.	\$1.00	\$70.00	\$1.35	\$94.50	\$8.80	\$616.00
86	808-06713	LINE, EPOXY, SOLID, WHITE, 4 IN.	193	L.F.	\$1.00	\$193.00	\$1.00	\$193.00	\$1.00	\$193.00
87	808-06714	LINE, EPOXY, SOLID, YELLOW, 4 IN.	3203	L.F.	\$1.00	\$3,203.00	\$1.00	\$3,203.00	\$0.80	\$2,562.40
88	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	2	EACH	\$200.00	\$400.00	\$200.00	\$400.00	\$275.00	\$550.00
89	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	166	L.F.	\$12.00	\$1,992.00	\$15.00	\$2,490.00	\$17.60	\$2,921.60
90	109-04299	WORK ALLOWANCE	1	L.S.	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00



## Notice of Award

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Project: Pontiac St Streetscape Phase 2 - Oliver to Anthony

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Owner: City of Fort Wayne Board of Works

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Resolution/Work Order #110-9-19-23-1

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Bidder: Crosby Excavating, Inc

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Bidder's Address: 1030 Osage St

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Fort Wayne, IN 46808

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You are notified that your Bid dated 10/12/2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Pontiac St Streetscape Phase 2 - Oliver to Anthony

Removing and replacing sidewalks and drive approaches from Oliver Street to Anthony Boulevard with an eight-foot concrete trail on the north and five-foot walk on the south. The driving lane widths will be decreased to accommodate the new trail and new landscaping areas with new trees and bioswale areas. There will also be upgrades to the ADA ramps, storm drainage, new street lighting placements, and installation of site furnishings in various locations.

The Contract Price of your Contract is \$2,125,192.10.

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 following documents:
  - a. Performance Bond
  - b. Payment Bond
  - c. Certificate of Insurance
  - d. Executed Vendor Disclosure Statement (Must have one on file annually with the City of Fort Wayne).
  - e. Executed E-Verify Affidavit.
  - f. Executed Drug Policy Acknowledgement Form.
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document to City of Fort Wayne Vendor Compliance, [Jessica.Bucher@cityoffortwayne.org](mailto:Jessica.Bucher@cityoffortwayne.org).



# 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 Gunawardena", written over a horizontal line.

**Shan Gunawardena, Chair**

**ABSENT**

**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: 10.24.2023

cc: Project Manager

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

Resolution/Work Order #**110-9-19-23-1**

This Agreement is by and between **the City of Fort Wayne – Board of Public Works** (“Owner”) and **Crosby Excavating, 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: **Removing and replacing sidewalks and drive approaches from Oliver Street to Anthony Boulevard with an eight-foot concrete trail on the north and five-foot walk on the south. The driving lane widths will be decreased to accommodate the new trail and new landscaping areas with new trees and bioswale areas. There will also be upgrades to the ADA ramps, storm drainage, new street lighting placements, and installation of site furnishings in various locations.**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pontiac St Streetscape Phase 2 – Oliver to Anthony**

## ARTICLE 3—ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by **TAYLOR SIEFKER WILLIAMS DESIGN GROUP & VS 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 **8/2/2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **10/15/2024.**

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 **\$2,125,192.10**.

## 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 **74** sheets with each sheet bearing the following general title: **Pontiac Street Streetscape From Oliver Street to Anthony Boulevard**
  7. Addenda (numbers [ **1** ] to [ **3** ], 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.

## ARTICLE 9—MISCELLANEOUS

### 9.01 Terms

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

### 9.02 Severability

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

### 9.03 Emerging Business Enterprise(EBE) Participation

EBE Retainage Requirements – If the Contractor is in compliance with the provisions of the construction Contract the Owner will make payments for such work performed and completed. Pursuant to Executive Order 90-01 (amended 5-8-06); the Owner will retain five percent (5%) of the Contract Price to ensure compliance with the EBE participation requirements. Upon final inspection and acceptance of the Work, and determination by the Fort Wayne Board of Public Works that the Contractor has made a good faith effort to subcontract ten percent (10%) of the Contract Price to emerging business enterprises, the Contractor will be paid in full.

In the event there is a determination that good faith compliance with these EBE participation requirements has not occurred, appropriate reduction in the final payment pursuant to paragraph 9.03.E will be made.

If the Contract Price is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the Contractor are not to exceed 95% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the 10% EBE goal stipulated in here within. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and good faith efforts to comply with these EBE participation requirements; subject to reduction in the event of non-compliance as provided in paragraph 9.03.E.

- A. Request for Waiver – If, at the time final payment application is made, Contractor has not attained the ten percent (10%) EBE goal, Contractor shall file with the final payment application a “Request for Waiver.” Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the ten percent (10%) EBE goal.
- B. Determination of Waiver Requests – The Vendor Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor’s efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
- C. Good Faith Efforts. – In determining whether or not the Contractor used “good faith” efforts, the following shall be considered:

1. Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;
  2. Availability of certified EBE businesses to participate as subcontractors;
  3. Non-competitive price quotes received from EBE firms. The Board of Public Works' determination for granting a reduction or waiver of the goal because of higher quotes from EBE firms will be based on factors that include, but are not limited to the following:
    - a. The Engineer's estimate for the work under a specific contract;
    - b. The Contractor's own estimate for the work under the subcontract;
    - c. An average of the valid prices quoted for the subcontract;
    - d. Demonstrated increase in other contract costs as a result of sub-contracting to EBE firm(s).
  4. Documented measures taken by the Contractor to comply with the EBE participation goal;
  5. EBE subcontractor failed to fulfill their obligation in regard to the time delivery of goods and/or services. Also in regards to the quality of the goods and/or services set forth in the bid specifications.
  6. Such other matters as the Board of Public Works deems relevant.
- D. Consequences of Noncompliance – In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the Contract Price shall be reduced by the amount calculated as the difference between the EBE participation goal of 10% and the actual participation level met by the Contractor, but in no case shall it be reduced by more than 5%. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his/her Contract.
- E. Waiver Approved – In the event the Board of Public Works determines that a good faith effort to comply with these EBE participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

**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 \_\_\_\_\_ who being by me first duly sworn upon his oath says that he is the \_\_\_\_\_ of \_\_\_\_\_ and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of \_\_\_\_\_ for the uses and purposes therein set forth.

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

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**Printed Name of Notary**

**My Commission Expires:**

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

**ACKNOWLEDGMENT**

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 **110-9-19-23-1**).

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

**CONTRACTOR**

**Crosby Excavating, Inc.**

**OWNER**

**CITY OF FORT WAYNE**

BY: \_\_\_\_\_  
**Print Name** \_\_\_\_\_

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

TITLE: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

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

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

Address for giving notices:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

110-9-19-23-1 - Pontiac Streetscape Ph 2 - Oliver to Anthony (#8717397)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

10/12/2023 02:00 PM EDT

Section	Title	Line Item	Item Code	Item Description	UofM	Crosby Excavating		
						Quantity	Unit Price	Extension
Pontiac Street	Streetscape Phase 2							\$2,050,292.10
		1	105-06845	CONSTRUCTION ENGINEERING	L.S.	1	\$55,000.00	\$55,000.00
		2	110-01001	MOBILIZATION AND DEMOBILIZATION	L.S.	1	\$104,000.00	\$104,000.00
		3	201-52370	CLEARING RIGHT OF WAY	L.S.	1	\$27,165.00	\$27,165.00
		4	201(1)	SINGLE TROLLEY RAIL REMOVAL	L.F.	100	\$30.00	\$3,000.00
		5	202(1)	FOUR TROLLEY RAILS REMOVAL	LF	675	\$35.00	\$23,625.00
		6	202(1)	FOUR TROLLEY RAILS AND FOUNDATION REMOVAL	LF	675	\$45.00	\$30,375.00
		7	202-02278	CURB, CONCRETE, REMOVE	L.F.	4218.00000	\$6.25	\$26,362.50
		8	202-52710	SIDEWALK CONCRETE, REMOVE	SYS	2873.00000	\$13.00	\$37,349.00
		9	202-91385	INLET, REMOVE	EACH	22	\$725.00	\$15,950.00
		10	202-92607	SIGN POST, CHANNEL, REMOVE	EACH	1	\$100.00	\$100.00
		11	202-93763	LIGHT STANDARD AND FOUNDATION, REMOVE	EACH	30	\$1,835.00	\$55,050.00
		12	202-93995	SIGNAL POLE FOUNDATION, REMOVE	EACH	1	\$1,245.00	\$1,245.00
		13	202-96133	PIPE, REMOVE	L.F.	828	\$12.00	\$9,936.00
		14	202-99626	FOUNDATION FOR SIGNING, REMOVE	EACH	3	\$1,200.00	\$3,600.00
		15	203-02000	EXCAVATION, COMMON	C.Y.	2172.00000	\$55.00	\$119,460.00
		16	205-06933	TEMPORARY INLET PROTECTION	EACH	55	\$65.00	\$3,575.00
		17	211-09265	STRUCTURE BACKFILL, TYPE 2	C.Y.	785	\$51.00	\$40,035.00
		18	301-12234	COMPACTED AGGREGATE NO. 53	TON	45	\$35.00	\$1,575.00
		19	306-11872	MILLING, PROFILE VARIABLE DEPTH	SYS	2790.00000	\$5.45	\$15,205.50
		20	401-07321	HMA TYPE B, SURFACE, 9.5 MM	TON	503	\$113.25	\$56,964.75
		21	401-07390	HMA TYPE B, INTERMEDIATE, 19.0 MM	TON	926	\$112.00	\$103,712.00
		22	401-07407	HMA TYPE B, BASE, 25.0 MM	TON	1235.00000	\$98.50	\$121,647.50
		23	406-05521	ASPHALT FOR TACK COAT	SYS	9552.00000	\$0.40	\$3,820.80
		24	604-06070(1)	SIDEWALK, CONCRETE, 4IN.	SYS	2054.00000	\$62.80	\$128,991.20
		25	604-06070(2)	CONCRETE, 4IN.	SYS	23	\$70.00	\$1,610.00
		26	604-07092	BED COURSE MATERIAL	TON	210	\$45.00	\$9,450.00
		27	604-08086	CURB RAMP, CONCRETE	SYS	784	\$82.30	\$64,523.20
		28	604-12083	DETECTABLE WARNING SURFACES	SYS	70	\$285.70	\$19,999.00
		29	605-06120	CURB, CONCRETE (8"W X 6"H)	L.F.	4244.00000	\$31.50	\$133,686.00
		30	610-07713	PCCP FOR APPROACHES, 8 IN.	SYS	354	\$95.90	\$33,948.60
		31	610-08446	PCCP FOR APPROACHES, 6 IN.	SYS	67	\$86.80	\$5,815.60
		32	618-03812	BENCH, ANOVA 6' FLAT BENCH	EACH	2	\$3,500.00	\$7,000.00
		33	618-03812(1)	HAUL AND INSTALL BENCH FROM OWNER	EACH	3	\$650.00	\$1,950.00
		34	618-97672	TRASH RECEPTACLE	EACH	4	\$3,500.00	\$14,000.00

35	621-06570	TOPSOIL	C.Y.	176	\$45.00	\$7,920.00
36	621-06570	BIOSWALE MIX	CY	262	\$65.00	\$17,030.00
37	621-06560	SEEDING	SYS	741	\$5.00	\$3,705.00
38	621-08538	MULCH	C.Y.	91	\$80.00	\$7,280.00
39	621-09907	STAGING PLAN AND PREPARATION	L.S.	1	\$3,000.00	\$3,000.00
40	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	EACH	25	\$650.00	\$16,250.00
41	622-05654	PLANT, PERENNIAL	EACH	2471.00000	\$27.25	\$67,334.75
42	622-05655	PLANT, DECIDUOUS SHRUB, 5 GALLON	EACH	125	\$82.85	\$10,356.25
43	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	L.F.	821	\$125.00	\$102,625.00
44	720-01894	CASTING, FURNISH AND ADJUST TO GRADE (ADJUST TO GRADE)	EACH	6	\$985.00	\$5,910.00
45	720-03194	48' MANHOLE	EACH	1	\$9,500.00	\$9,500.00
46	720-03905	3x3 CATCH BASIN	EACH	18	\$6,250.00	\$112,500.00
47	720-04682(1)	33' ROUND INLET	EACH	2	\$4,400.00	\$8,800.00
48	720-04682(2)	2x2 INLET	EACH	6	\$4,300.00	\$25,800.00
49	720-04682(3)	12" ROUND INLET	EACH	6	\$2,950.00	\$17,700.00
50	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	EACH	61	\$100.00	\$6,100.00
51	801-06775	MAINTAINING TRAFFIC	L.S.	1	\$29,500.00	\$29,500.00
52	802-04089	SIGN, SHEET, REMOVE	EACH	4	\$74.30	\$297.20
53	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	21	\$17.15	\$360.15
54	802-76055	SIGN POST, A	L.F.	75	\$22.90	\$1,717.50
55	802-99045	SIGN REMOUNTING	EACH	15	\$85.75	\$1,286.25
56	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	EACH	1	\$1,850.00	\$1,850.00
57	805-01842	HANDHOLE, SIGNAL, TYPE 1	EACH	3	\$1,375.00	\$4,125.00
58	805-01844	CONDUIT, HDPE, 1.5 IN. SDR 13.5	L.F.	670	\$17.15	\$11,490.50
59	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EACH	8	\$835.00	\$6,680.00
60	805-02445	CONTROLLER AND CABINET, P1	EACH	1	\$23,825.00	\$23,825.00
61	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	EACH	8	\$1,380.00	\$11,040.00
62	805-11383	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, TYPE A	EACH	1	\$5,725.00	\$5,725.00
63	805-11385(1)	SIGNAL MAST ARM AND POLE, REMOVE AND RESET	EACH	1	\$2,860.00	\$2,860.00
64	805-11817	PEDESTRIAN PUSH BUTTON, APS	EACH	8	\$1,500.00	\$12,000.00
65	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER 1C/14 GA	L.F.	1500.00000	\$0.75	\$1,125.00
66	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	L.F.	470	\$3.50	\$1,645.00
67	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	L.F.	470	\$4.60	\$2,162.00
68	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	L.F.	945	\$3.50	\$3,307.50
69	805-78785	SIGNAL DETECTOR HOUSING	EACH	6	\$1,150.00	\$6,900.00
70	805-78795	SAW CUT FOR ROADWAY LOOP AND SEALANT	L.F.	470	\$11.50	\$5,405.00
71	805-78925	CONTROLLER CABINET FOUNDATION, P1	EACH	1	\$1,460.00	\$1,460.00
72	805-05405	SIGNAL POLE, PEDESTAL, 4 FT	EACH	5	\$860.00	\$4,300.00
73	807-02191	HANDHOLE LIGHTING	EACH	2	\$1,380.00	\$2,760.00
74	807-03594	RELOCATE EXISTING LIGHT	EACH	30	\$1,850.00	\$55,500.00
75	807-06592	CONDUIT, STEEL, GALVANIZED, 2 IN.	L.F.	540	\$17.15	\$9,261.00
76	807-02352(1)	3C/6, XHHW-2, IN TRAY CABLE, SDR 13.5, 1.5 IN HDPE	L.F.	3995.00000	\$17.15	\$68,514.25

	77	807-12184	LIGHTING FOUNDATION, CONCRETE WITH GROUNDING 24 IN. DIA X 72 IN.	EACH	30	\$1,725.00	\$51,750.00
	78	807-86805	SERVICE POINT, I	EACH	2	\$2,860.00	\$5,720.00
	79	807-86889	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	L.F.	270	\$1.75	\$472.50
	80	807-86910	CONNECTOR KIT, UNFUSED	EACH	30	\$57.25	\$1,717.50
	81	807-86915	CONNECTOR KIT, FUSED	EACH	30	\$57.25	\$1,717.50
	82	807-86920	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	EACH	90	\$22.90	\$2,061.00
	83	807-86930	INSULATION LINK, NON-WATERPROOFED	EACH	30	\$22.90	\$687.00
	84	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	L.F.	1106.0000	\$2.85	\$3,152.10
	85	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	L.F.	70	\$1.35	\$94.50
	86	808-06713	LINE, EPOXY, SOLID, WHITE, 4 IN.	L.F.	193	\$1.00	\$193.00
	87	808-06714	LINE, EPOXY, SOLID, YELLOW, 4 IN,	L.F.	3203.0000	\$1.00	\$3,203.00
	88	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EACH	2	\$200.00	\$400.00
	89	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	L.F.	166	\$15.00	\$2,490.00
Allowance							\$75,000.00
	90	109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	LS	1	\$75,000.00	\$75,000.00
<b>Base Bid Total:</b>							<b>\$2,125,292.10</b>

## **Drug Policy Acknowledgement Form**

Contractor acknowledges the City of Fort Wayne has in place a Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/purchasing-home.html>. As a condition of being awarded any contract, the successful bidder shall sign this Drug Policy Acknowledgement and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the City of Fort Wayne.

The undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of Fort Wayne's Alcohol and Drug Policy.

---

Name of Company

By: \_\_\_\_\_

Name and Title

### E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACKNOWLEDGEMENT

STATE OF INDIANA     )  
                                  ) SS  
COUNTY OF ALLEN    )

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

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

\_\_\_\_\_  
Printed Name

## DIGEST SHEET

**TITLE OF ORDINANCE.** An Ordinance approving a construction contract for Pontiac Street Streetscape Phase II – Oliver Street to Anthony Boulevard – Resolution/Work Order #110-9-19-23-1 between Crosby Excavating, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

**DEPARTMENT REQUESTING RESOLUTION.** Community Development

**SYNOPSIS OF ORDINANCE.** Approves a contract for construction of the second phase of the Pontiac Street Streetscape project between Crosby Excavating, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works. The contract amount is \$2,125,192.10. The project would extend from Oliver Street to Anthony Boulevard. *Note: Phase I of this project, completed in early October 2023, extends from Hanna Street to Oliver Street.*

**EFFECT OF PASSAGE.** Crosby Excavating, Inc. will be responsible for constructing Pontiac Street Streetscape which consists of removing and replacing sidewalks and drive approaches from Oliver Street to Anthony Boulevard with an eight-foot concrete trail on the north and five-foot walk on the south. The driving lane widths will be decreased to accommodate the new trail and new landscaping areas with street trees and bioswales. There will also be upgrades to the ADA ramps, storm drainage, new street lighting placements, and installation of site furnishings in various locations. Construction will start in early 2024 and is expected to be substantially complete by August 2024.

**EFFECT OF NON-PASSAGE.** Without approval of this contract, construction of this project will not move forward. The sidewalks currently do not meet ADA guidelines and the area is not pedestrian friendly. The juxtaposition between the completed Phase I and the deteriorating street and sidewalk in the Phase II area highlights the substantial improvements in safety, walkability, and aesthetics that would be forfeited if this project doesn't move forward.

**MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).** The contract amount of \$2,125,192.10 will be funded by the City's 2023 Supplemental Local Income Tax (LIT) Distribution. This project was one of the neighborhood projects that were preliminarily approved by the Common Council in September 2023 to be funded from this source.

**ASSIGNED TO COMMITTEE (PRESIDENT).** \_\_\_\_\_



# COMMUNITY DEVELOPMENT

*Vibrant. Prosperous. Growing.*

Thomas C. Henry, Mayor

City of Fort Wayne  
Community Development  
200 East Berry Street, Suite 320  
Fort Wayne, IN 46802

260 427-1127 [fwcommunitydevelopment.org](http://fwcommunitydevelopment.org)

## MEMO

**To:** City of Fort Wayne Common Council

**Copy:** City of Fort Wayne Community Development Division

**From:** Joe Giant, Community Development Administrator 427-2144

**Subject:** Council Approval of a construction contract for Pontiac Street Streetscape Phase II – Oliver St. to Anthony Blvd. - Resolution/Work Order #110-9-19-23-1 between Crosby Excavating, Inc. and the City of Fort Wayne, Indiana

**Date:** November 7, 2023

The Community Development Division hereby requests that the Common Council consider and approve a construction contract for Pontiac Street Streetscape Phase II, which extends from Oliver Street to Anthony Boulevard, between Crosby Excavating, Inc. and the City of Fort Wayne. The contract amount is \$2,125,192.10. Phase I of this project, extending from Hanna Street to Oliver Street, was completed in early October 2023.

This project continues implementation of the 2021 Southeast Strategy Update. In that plan, Pontiac Street was specifically highlighted as one of the four focal points where targeted investment would have the greatest potential to stimulate broader reinvestment in the area.

This project consists of removing and replacing sidewalks and drive approaches with an eight-foot concrete trail on the north and five-foot walk on the south. The driving lane widths will be decreased to accommodate the new trail, and new landscaping areas with new trees and bioswales will be installed. It also includes upgrades to ADA ramps, storm drainage, new street lighting placements, and installation of site furnishings in various locations. Construction will start in early 2024 and is expected to be substantially completed by August 2024.

Requests for bids for this project were publicly advertised (Resolution/Work Order #110-9-19-23-1). Two companies submitted a bid. Staff has reviewed the bids and determined that Crosby Excavating, Inc. is the lowest and most responsive bidder. The bid tabulation is attached.

The contract amount of \$2,125,192.10 will be funded by the City's 2023 Supplemental Local Income Tax (LIT) Distribution. This project was one of the neighborhood projects that were preliminarily approved by the Common Council in September 2023 to receive funding from this source.

If you have any questions, please feel free to contact me at 427-2144.

Thank you in advance.

*An Equal Opportunity Employer*



**BILL NO. S-23-11-23**

**REPORT OF COMMITTEE ON FINANCE**

**November 28, 2023**

***Geoff Paddock Chair***

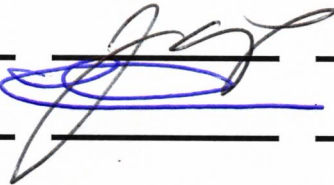
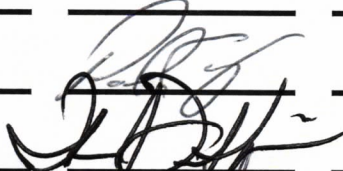
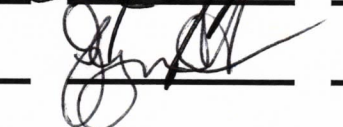
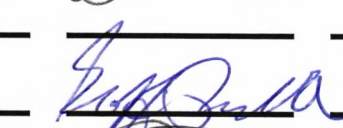
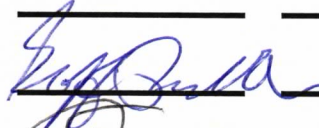

***Jason Arp Co-Chair***

***All Council Members***

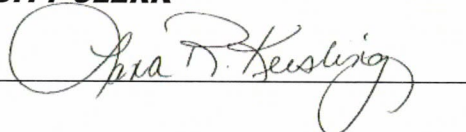
An Ordinance approving a Construction Contract for Pontiac Street Streetscape Phase II – Oliver Street to Anthony Boulevard – Resolution/Work Order #110-9-19-23-1 between Crosby Excavating, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$2,125,192.10*

**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 Paddock.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Paddock, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: November 28, 2023

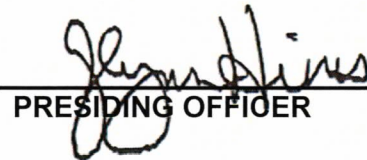
  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

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

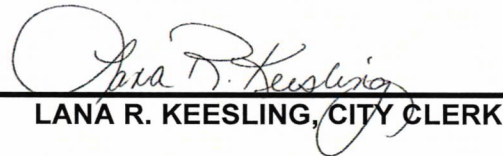
Resolution No. S-23-11-23 on the 28th day of November, 2023

ATTEST:

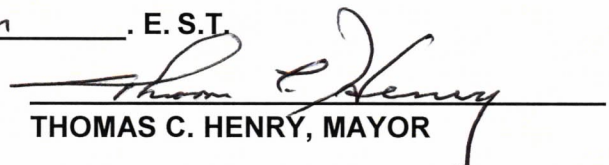
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

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

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of November 2023, at the hour of 2:15 o'clock P.M. E.S.T.

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

Approved and signed by me this 1<sup>ST</sup> day of December 2023, at the hour of 4:30 o'clock PM E. S.T.

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

