

1 **BILL NO. S-24-01-25**

2 **SPECIAL ORDINANCE NO. S-13-24**

3  
4 **AN ORDINANCE** approving a CONSTRUCTION  
5 CONTRACT for PACKARD AREA STREET LIGHTING  
6 IMPROVEMENTS – RFP/BID #0834N between  
7 INDOOR WIRELESS, INC. and the City of Fort Wayne,  
8 Indiana, by and through its Board of Public Works.

9 **WHEREAS**, the Packard 2030 Neighborhood Plan (the “Plan”),  
10 adopted by the Common Council of the City of Fort Wayne (“Council”) in 2023, calls  
11 for the implementation of Crime Prevention Through Environmental Design  
12 (“CPTED”) principles as a strategy for promoting a safe environment for both  
13 residents and businesses, which includes providing adequate street lighting; and

14 **WHEREAS**, certain areas have been identified through the planning  
15 process as priority areas for street lighting improvements due to inappropriate or  
16 inadequate existing lighting levels, including sections of South Calhoun Street,  
17 Huestis Avenue, Maple Avenue, Scott Avenue and Thompson Avenue, where new  
18 pedestrian-scaled Town and Country streetlights would be installed through this  
19 contract; and

20 **WHEREAS**, the actual construction contract for the improvements,  
21 based on the receipt of public bids and the award of construction contract to the  
22 lowest most responsive bidder for the Packard Area Street Lighting Improvements,  
23 is \$372,260.63.

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

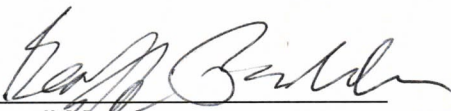
26 **SECTION 1.** That the CONSTRUCTION CONTRACT for PACKARD  
27 AREA STREET LIGHTING IMPROVEMENTS – RFP/BID #0834N between  
28 INDOOR WIRELESS, INC. and the City of Fort Wayne, Indiana, by and through its  
29  
30

1 Board of Public Works (the "Contract"), is hereby ratified, and affirmed and approved  
2 in all respects, respectfully for:


3 All labor, insurance, material, equipment, tools, power,  
4 transportation, miscellaneous equipment, etc., necessary to  
5 install new Town & Country LED streetlights, direct bury poles  
6 and underground wiring for sections of South Calhoun Street,  
7 Huestis Avenue, Maple Avenue, Scott Avenue & Thompson  
8 Avenue.

9 involving a total cost of THREE HUNDRED SEVENTY-TWO THOUSAND TWO  
10 HUNDRED SIXTY and 63/100 DOLLARS (\$372,260.63). A copy of said Contract  
11 shall be on file with the Office of the City Clerk and made available for public  
12 inspection, according to law.

13 **SECTION 2.** This Ordinance shall be in full force and effect from and  
14 after its passage and any and all necessary approval by the Mayor.

15  
16   
17 \_\_\_\_\_  
18 Council Member

19 APPROVED AS TO FORM AND LEGALITY

20   
21 \_\_\_\_\_  
22 Malak Heiny, City Attorney  
23 by LHS  
24  
25  
26  
27  
28  
29  
30

### Bid Tabulation

Proj:		PACKARD AREA STREET LIGHTING IMPROVEMENTS												
RES. NO.:		0834N												
Bid Date:		12/21/23												
LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	BIDDER:	Indoor Wireless, Inc.	BIDDER:	Shambaugh & Son, LP		
		TOTAL:					\$448,075.00	TOTAL:		\$372,260.63	TOTAL:			\$598,717.00
							% over	TOTAL:		0.00%	TOTAL:			33.62%
							% under	TOTAL:		16.92%	TOTAL:			0.00%
1	807-FWR09	EXISTING WIRE, REMOVE, AERIAL SPAN	22	EA	\$200.00	\$4,400.00	\$155.00	\$3,410.00				\$4,400.00		
2	807-03934	LUMINAIRE, REMOVE (MAST ARM & FIXTURE)	18	EA	\$450.00	\$8,100.00	\$75.00	\$1,350.00				\$3,600.00		
3	202-01502	LIGHT STANDARD, REMOVE (CONCRETE POLE, ARM & LUMINAIRE), BACKFILL VOID	5	EA	\$700.00	\$3,500.00	\$425.00	\$2,125.00				\$4,000.00		
4	202-01502	LIGHT STANDARD, REMOVE (WOOD POLE, ARM & LUMINAIRE), BACKFILL VOID	12	EA	\$550.00	\$6,600.00	\$400.00	\$4,800.00				\$6,000.00		
5	807-FWR15	FURNISH & INSTALL LIGHT FIXTURE ASSEMBLY, LEOTEK PTC-S-F-TA-S-30J-MV-30K-3R-BK-040-C FIXTURE, SHAKESPEARE DIRECT BURY POLE #BS16-01S1BE15 & #12 WIRE	74	EA	\$1,200.00	\$88,800.00	\$1,186.00	\$87,764.00				\$185,000.00		
6	807-FWR15	FURNISH & INSTALL LIGHT FIXTURE ASSEMBLY, LEOTEK PTC-S-F-TA-S-30J-MV-30K-3R-BK-055-C FIXTURE, HAPCO DIRECT BURY POLE #RTA14B5AE-BA & #12 WIRE	32	EA	\$1,350.00	\$43,200.00	\$1,517.23	\$48,551.36				\$80,000.00		
7	807-FWR15	FURNISH & INSTALL LIGHT FIXTURE ASSEMBLY, LEOTEK PTC-S-F-TA-S-30J-MV-30K-3R-BK-040-C FIXTURE, HAPCO BOLT DOWN POLE #57305-004/12' RTA & #12 WIRE	1	EA	\$1,800.00	\$1,800.00	\$1,315.27	\$1,315.27				\$1,500.00		
8	807-03714	LIGHTING FOUNDATION, CONCRETE, W/GROUNDING & REBAR, 12 IN DIA. X 48 IN DEPTH	1	EA	\$2,000.00	\$2,000.00	\$850.00	\$850.00				\$1,000.00		
9	807-FWR12	3/C #6 XHHW-2 TRAY CABLE IN 1.5" HDPE CONDUIT	11350	LF	\$20.50	\$232,675.00	\$13.50	\$153,225.00				\$249,700.00		
10	807-FWR12	AERIAL CABLE, 2/C #6	560	LF	\$10.00	\$5,600.00	\$3.25	\$1,820.00				\$5,600.00		
11	807-FWR03	RISER ASSEMBLY POWER SOURCE, 2 INCH GAVLVANIZED, (WITH 1800W PHOTOCELL ON BRACKET)	7	EA	\$2,200.00	\$15,400.00	\$1,650.00	\$11,550.00				\$7,000.00		
12	801-FWR01	TRAFFIC CONTROL & MAINTENANCE	1	LS	\$19,000.00	\$19,000.00	\$38,500.00	\$38,500.00				\$33,917.00		
13	807-FWR17	WORK ALLOWANCE FOR LIGHTING	1	LS	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00				\$17,000.00		



## NOTICE OF AWARD

---

Project: PACKARD AREA STREET LIGHTING IMPROVEMENTS

---

Owner: City of Fort Wayne Board of Works

---

Resolution/Work Order #0834N

---

Bidder: Indoor Wireless, Inc

---

Bidder's Address: 2740 Maplecrest Rd

---

Fort Wayne, IN 46815

---

You are notified that your Bid dated 12/21/2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for PACKARD AREA STREET LIGHTING IMPROVEMENTS

Provide new Town & Country LED streetlights, direct bury poles and underground wiring for sections of South Calhoun Street, Huestis Avenue, Maple Avenue, Scott Avenue & Thompson Avenue.

The Contract Price of your Contract is \$372,260.63.

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**

---

**Shan Gunawardena, Chair**

---

**Kumar Menon, Member**

---

**Chris Guerrero, Member**

**ATTEST:**

---

**Michelle Fulk-Vondran, Clerk**

Date: \_\_\_\_\_

cc: Project Manager



LAFAYETTE BOULEVARD

KROGER

BISHOP LUJEYS

CALHOUN ST.

SHAWNEE LIBRARY BRANCH

KETTLER PARK

Petit Avenue

FAIRFIELD AVENUE

Paulding Avenue



**MINER PLAYLOT**

**CREIGHTON AVENUE**

**INTL. LEADERSHIP HIGH SCHOOL**

**SOUTH WAYNE**

**BROADWAY**

**SCOTT AVE.**

**HUESTIS AVE.**

**MAPLE AVE**

**HOME AVENUE**

**SOUTH WAYNE ELEMENTARY**

**LUTHERAN PARK**

**THOMPSON AVE.**

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

Resolution/Work Order #0834N

This Agreement is by and between **the City of Fort Wayne – Board of Public Works** (“Owner”) and **INDOOR WIRELESS, 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: **Provide new Town & Country LED streetlights, direct bury poles and underground wiring for sections of South Calhoun Street, Huestis Avenue, Maple Avenue, Scott Avenue & Thompson Avenue.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Packard Area Street Lighting Improvements**

## ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **STREET LIGHT ENGINEERING SERVICES.**

## 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 completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **8/31/2024.**

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 **\$372,260.63**.

## 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 **42** sheets with each sheet bearing the following general title: #0834N Packard Area Street Lighting Improvements
  7. Addenda (numbers **[N/A]** to **[N/A]**, 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 **0834N**).

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

**CONTRACTOR**

**OWNER**

**INDOOR WIRELESS, INC.**

**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)

**0834N - Packard Area Street Lighting Improvements (#8864352)**

Owner: Public Works

Solicitor: Fort Wayne IN, City of

12/21/2023 02:00 PM EST

Indoor Wireless,  
Inc.

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
PACKARD AREA STREET LIGHTING IMPROVEMENTS							\$355,260.63
	1		1 EXISTING WIRE, REMOVE, AERIAL SPAN	EA	22	\$155.00	\$3,410.00
	2		2 LUMINAIRE, REMOVE (MAST ARM & FIXTURE)	EA	18	\$75.00	\$1,350.00
	3		3 LIGHT STANDARD, REMOVE (CONCRETE POLE, ARM & LUMINAIRE), BACKFILL VOID	EA	5	\$425.00	\$2,125.00
	4		4 LIGHT STANDARD, REMOVE (WOOD POLE, ARM & LUMINAIRE), BACKFILL VOID	EA	12	\$400.00	\$4,800.00
	5		FURNISH & INSTALL LIGHT FIXTURE ASSEMBLY, LEOTEK PTC-S-F-TA-S-30J-MV-30K-3R-BK-040-C FIXTURE, FURNISH & INSTALL LIGHT FIXTURE ASSEMBLY, LEOTEK PTC-S-F-TA-S-30J-MV-30K-3R-BK-055-C FIXTURE, HAPCO FURNISH & INSTALL LIGHT FIXTURE ASSEMBLY, LEOTEK PTC-S-F-TA-S-30J-MV-30K-3R-BK-055-C FIXTURE, HAPCO	EA	74	\$1,186.00	\$87,764.00
	6		6 DIRECT BURY POLE #RTA14B5AE-BA & #12 WIRE	EA	32	\$1,517.23	\$48,551.36
	7		FURNISH & INSTALL LIGHT FIXTURE ASSEMBLY, LEOTEK PTC-S-F-TA-S-30J-MV-30K-3R-BK-040-C FIXTURE, HAPCO	EA	1	\$1,315.27	\$1,315.27
	8		8 LIGHTING FOUNDATION, CONCRETE, W/GROUNDING & REBAR, 12 IN DIA. X 48 IN DEPTH	EA	1	\$850.00	\$850.00
	9		9 3/C #6 XHHW-2 TRAY CABLE IN 1.5" HDPE CONDUIT	LF	11350	\$13.50	\$153,225.00
	10		10 AERIAL CABLE, 2/C #6	LF	560	\$3.25	\$1,820.00
	11		11 RISER ASSEMBLY POWER SOURCE, 2 INCH GALVANIZED, (WITH 1800W PHOTOCCELL ON BRACKET)	EA	7	\$1,650.00	\$11,550.00
	12		12 TRAFFIC CONTROL & MAINTENANCE	LS	1	\$38,500.00	\$38,500.00
	35		35 Work Allowance	LUMP SUM	1	\$17,000.00	\$17,000.00
<b>Base Bid Total:</b>							<b>\$372,260.63</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 Packard Area Street Lighting Improvements – RFP/BID #0834N between Indoor Wireless, 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 streetlight replacement within the Packard Area between Indoor Wireless, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works. The contract amount is \$372,260.63. Indoor Wireless, Inc. was the lowest, most responsive bidder.

**EFFECT OF PASSAGE.** Upon passage, Indoor Wireless, Inc. will install new "Town and County" pedestrian-scaled streetlights in specific areas within south Fort Wayne. The affected locations encompass Thompson Avenue between Michigan Avenue and Broadway, Scott–Huestis and Maple between Broadway and Thompson, and Calhoun Street between Pettit Avenue and Paulding Road.

This initiative aligns with the ongoing implementation of the 2030 Packard Plan, adopted by the Common Council in 2023, and builds on the recent replacement of century-old sidewalks in the Broad River Neighborhood. The Packard plan emphasizes Crime Prevention Through Environmental Design (CPTED) improvements, involving physical modifications to the environment to foster natural surveillance and enhance public safety. The inclusion of adequate, pedestrian-scaled lighting along streets and sidewalks stands as a crucial element of CPTED principles. This approach has yielded positive results locally - the installation of streetlights along High Street in 2022 resulted in a 44% decrease in crime in the area.

**EFFECT OF NON-PASSAGE.** If this contract is not approved, construction of the project will not proceed. These specific areas were chosen partly due to elevated crime levels, which can be linked, in part, to inadequate lighting. Therefore, it is reasonable to anticipate that without approval of this contract, public safety issues may continue in these areas.

**MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).** The contract amount of \$372,260.63 will be funded from the Infrastructure line item of the Community Development Local Income Tax (LIT) budget.

**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 Packard Area Street Lighting Improvements – RFP/BID #0834N between Indoor Wireless, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

**Date:** January 18, 2024

The Community Development Division requests the Common Council's consideration and approval of a construction contract with Indoor Wireless, Inc. for the Packard Area Street Lighting Improvements project. The designated areas include Thompson Avenue, between Michigan and Broadway, Scott-Huestis and Maple, between Broadway and Thompson, and Calhoun, between Pettit and Paulding. The proposed contract amount is \$372,260.63, which is 16.9% below the engineer's estimate.

This project aligns with the ongoing implementation of the Packard 2030 Neighborhood Plan, which was adopted by the Council last year. Emphasizing Crime Prevention Through Environmental Design (CPTED) improvements, the Plan seeks to enhance public safety through intuitive urban design techniques, such as pedestrian-scaled lighting, to deter crimes of opportunity and foster natural surveillance, addressing both real and perceived safety concerns.

The project involves the installation of Town and Country lights along streets which were identified as priorities due to inadequate lighting levels during the planning process.

Bids for the project were publicly advertised, with two companies submitting bids. Following a review by both Public Works and Community Development staff, it has been determined that Indoor Wireless, Inc. is the lowest and most responsive bidder. The bid tabulation is attached for your reference.

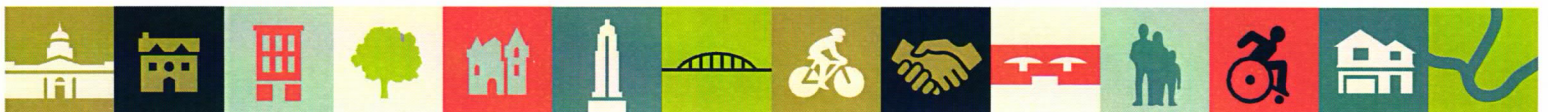
Funding for the contract will be sourced from Community Development's Local Income Tax (LIT) Distribution. Pending Council approval, construction is scheduled to commence this Spring, with substantial completion expected by August 31, 2024.

For inquiries, please contact me at 427-2144.

Thank you,

**Joe Giant**

*An Equal Opportunity Employer*



**BILL NO. S-24-01-25**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**February 6, 2024**

***Geoff Paddock Chair***









***Nathan Hartman Co-Chair***

***All Council Members***

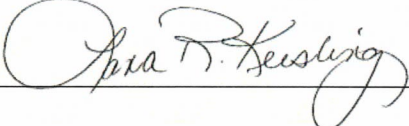
An Ordinance approving a construction contract for Packard Area Street Lighting Improvements – RFP/BID #0834N between Indoor Wireless, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$372,260.63*

**COMMITTEE ON PUBLIC WORKS 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>
<u>BENDER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			
<u>TUCKER</u>			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

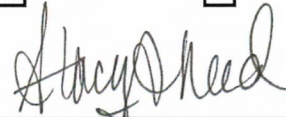
Read the first time in full and on motion by Councilperson Paddock.

Read the second time by title and referred to the Public Works 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>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<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"/>
HARTMAN	<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"/>
MYERS	<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: February 13, 2024

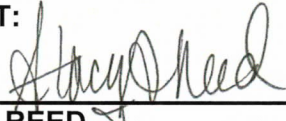


STACY REED, DEPUTY CITY CLERK

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

Special Resolution No. S-24-01-25 on the 13th day of February, 2024

ATTEST:

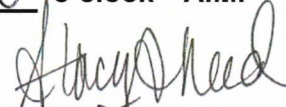


STACY REED  
DEPUTY CITY CLERK



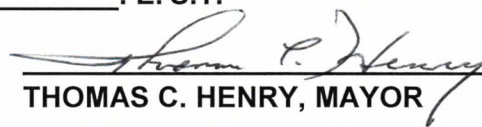
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th of February 2024, at the hour of 9:00 o'clock A.M. E.S.T.



STACY REED, DEPUTY CITY CLERK

Approved and signed by me this 15<sup>TH</sup> day of FEBRUARY 2024, at the hour of 4:30 o'clock PM E. S.T.

  
THOMAS C. HENRY, MAYOR