

1 **BILL NO. S-24-06-25**

2 SPECIAL ORDINANCE NO. S-31-24

3
4 **AN ORDINANCE** approving CONSTRUCTION CONTRACT
5 – PUFFERBELLY TRAIL: ICE WAY TO WASHINGTON
6 CENTER RD - WORK ORDER #0280R – (\$3,157,219.50) –
between CROSBY EXCAVATING, INC. and the City of Fort
Wayne, Indiana, by and through its Board of Public Works.

7
8 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF**
9 **THE CITY OF FORT WAYNE, INDIANA:**

10 **SECTION 1.** That the CONSTRUCTION CONTRACT - PUFFERBELLY
11 TRAIL: ICE WAY TO WASHINGTON CENTER RD - WORK ORDER #0280R – between
12 CROSBY EXCAVATING, INC. and the City of Fort Wayne, Indiana, by and through its
13 Board of Public Works, is hereby ratified, and affirmed and approved in all respects,
14 respectfully for:

15 All labor, insurance, material, equipment, tools, power, transportation,
16 miscellaneous equipment, etc., necessary to IMPROVE THE FORMER
17 NEW YORK CENTRAL RAILROAD CORRIDOR AND SECTIONS OF
18 WASHINGTON CENTER ROAD, COLISEUM BOULEVARD AND LIMA
19 ROAD BY CONSTRUCTING A 12- FOOT WIDE ASPHALT TRAIL FROM
20 THE INTERSECTION OF ICE WAY AND LIMA ROAD TO
21 WASHINGTON CENTER ROAD, JUST WEST OF THE INTERSTATE 69
22 OVERPASS. NICKNAMED THE "GOLDEN SPIKE" SECTION OF THE
23 PUFFERBELLY TRAIL, THE PROJECT INCLUDES ADA CURB RAMPS,
24 A TRAIL HUB REST AREA, LANDSCAPING, NEW INTERSECTION
25 AND MID-BLOCK CROSSING SIGNALIZATION, ACCESSIBLE
26 PEDESTRIAN SIGNALS (APS), PAVEMENT MARKINGS FOR SAFETY,
27 COMMERCIAL DRIVE APPROACH, BOLLARDS, CONNECTION TO
28 GLENBROOK SQUARE MALL AND OTHER BUSINESSES, DRINKING
29 WATER FOUNTAINS, INFORMATIONAL LECTERN SIGNS, AN
30 INFORMATIONAL KIOSK, BIKE RACKS, BIKE REPAIR STATION,
PARK BENCHES, PICNIC TABLES, A PAVILION, WAYFINDING
SIGNAGE, TRASH RECEPTACLES, DRAINAGE STRUCTURES,
LIGHTING, FENCING, GUARDRAIL AND HANDRAILING;

involving a total cost of THREE MILLION ONE HUNDRED FIFTY-SEVEN THOUSAND
TWO HUNDRED NINETEEN AND 50/100 DOLLARS - (\$3,157,219.50). A copy of
said Contract is on file with the Office of the City Clerk and made available for public
inspection, according to law.



Notice of Award

Project: Pufferbelly Trail: Ice Way to Washington Center Rd

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0280R

Bidder: Crosby Excavating, Inc.

Bidder's Address: 1030 Osage St

Fort Wayne, IN 46808

You are notified that your Bid dated 6/13/2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Pufferbelly Trail: Ice Way to Washington Center Rd

Improve the former New York Central Railroad Corridor and sections of Washington Center Road, Coliseum Boulevard and Lima Road by constructing a 12- foot wide asphalt trail from the intersection of Ice Way and Lima Road to Washington Center Road, just west of the Interstate 69 overpass. Nicknamed the "Golden Spike" section of the Pufferbelly Trail, the project includes ADA curb ramps, a trail hub rest area, landscaping, new intersection and mid-block crossing signalization, accessible pedestrian signals (APS), pavement markings for safety, commercial drive approach, bollards, a refuge island on Coliseum Boulevard, connection to Glenbrook Square Mall and other businesses, drinking water fountains, informational lectern signs, an informational kiosk, bike racks, bike repair station, park benches, picnic tables, a pavilion, wayfinding signage, trash receptacles, drainage structures, lighting, fencing, guardrail and handrailing.

The Contract Price of your Contract is \$3,157,219.50.

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 E-Verify Affidavit.
 - e. 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.



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

Bid Tabulation		TOTAL: \$3,311,797.00				TOTAL: \$3,157,219.50		TOTAL: \$3,459,771.00		TOTAL: \$3,616,729.06		TOTAL: \$3,983,900.00					
Proj: 06/13/24		RES. NO. / W.C. 0280R				% over % under		0.00% 4.67%		% over % under		4.47% 0.00%		9.21% 0.00%		20.29% 0.00%	
LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	Estimate UNIT COST Est (\$)	AMOUNT Est (\$)	BIDDER: Crosby Excavating UNIT COST (\$)	AMOUNT (\$)	BIDDER: Brooks Constructic UNIT COST (\$)	AMOUNT (\$)	BIDDER: Fleming Excavating UNIT COST (\$)	AMOUNT (\$)	BIDDER: API Construction UNIT COST (\$)	AMOUNT (\$)			
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$80,000.00	\$80,000.00	\$175,500.00	\$175,500.00	\$100,000.00	\$100,000.00	\$46,002.00	\$46,002.00	\$280,000.00	\$280,000.00			
2	107-C-243	INSPECTION HOLE	6	EA	\$1,000.00	\$6,000.00	\$225.00	\$1,350.00	\$700.00	\$4,200.00	\$866.67	\$5,200.02	\$1,000.00	\$6,000.00			
3	110-01002	MOBILIZATION AND DEMOBILIZATION	1	LS	\$230,000.00	\$230,000.00	\$156,900.00	\$156,900.00	\$169,000.00	\$169,000.00	\$286,618.19	\$286,618.19	\$195,000.00	\$195,000.00			
4	200-FWU	CLEARING RIGHT OF WAY	1	LS	\$170,000.00	\$170,000.00	\$70,000.00	\$70,000.00	\$60,000.00	\$60,000.00	\$101,920.00	\$101,920.00	\$230,000.00	\$230,000.00			
5	201-02255	TREE REMOVAL, (12" - 24"), (INCLUDE STUMPING)	5	EA	\$1,200.00	\$6,000.00	\$1,400.00	\$7,000.00	\$750.00	\$3,750.00	\$984.50	\$4,922.50	\$750.00	\$3,750.00			
6	201-02265	TREE REMOVAL, (24" - 48"), (INCLUDE STUMPING)	5	EA	\$2,400.00	\$12,000.00	\$1,900.00	\$9,500.00	\$1,500.00	\$7,500.00	\$1,518.00	\$7,590.00	\$1,500.00	\$7,500.00			
7	202-02239	PAVEMENT REMOVAL (Includes full depth saw cut)	880	SYS	\$50.00	\$44,000.00	\$8.10	\$7,128.00	\$11.00	\$9,680.00	\$21.95	\$19,316.00	\$45.00	\$39,600.00			
8	202-02272	CENTER CURB, CONCRETE, REMOVE (Includes full depth saw cut)	16	SYS	\$50.00	\$800.00	\$50.00	\$800.00	\$70.00	\$1,120.00	\$164.04	\$2,624.64	\$140.00	\$2,240.00			
9	202-02277	CURB, CONCRETE, REMOVE (All Types)	1200	LFT	\$25.00	\$30,000.00	\$11.00	\$13,200.00	\$14.00	\$16,800.00	\$14.00	\$16,800.00	\$28.00	\$33,600.00			
10	202-02928	CATCH BASIN, REMOVE	1	EA	\$1,500.00	\$1,500.00	\$625.00	\$625.00	\$300.00	\$300.00	\$875.00	\$875.00	\$2,200.00	\$2,200.00			
11	202-91385	INLET, REMOVE	3	EA	\$800.00	\$2,400.00	\$625.00	\$1,875.00	\$300.00	\$900.00	\$708.33	\$2,124.99	\$1,500.00	\$4,500.00			
12	202-91840	FENCE, CHAIN LINK, REMOVE	800	LFT	\$16.00	\$12,800.00	\$6.00	\$4,800.00	\$5.25	\$4,200.00	\$5.94	\$4,752.00	\$5.25	\$4,200.00			
13	202-92953	CURB AND GUTTER TURNOUT, REMOVE	6	SYS	\$12.00	\$72.00	\$6.50	\$39.00	\$35.00	\$210.00	\$72.72	\$436.32	\$100.00	\$600.00			
14	202-93614	CONCRETE, REMOVE	465	SYS	\$50.00	\$23,250.00	\$10.00	\$4,650.00	\$20.00	\$9,300.00	\$40.14	\$18,665.10	\$35.00	\$16,275.00			
15	202-93740	GUARDRAIL, & END TREATMENT, REMOVE	65	LFT	\$20.00	\$1,300.00	\$41.00	\$2,665.00	\$37.00	\$2,405.00	\$13.85	\$900.25	\$37.00	\$2,405.00			
16	202-93763	LIGHT STANDARD AND FOUNDATION, REMOVE	4	EA	\$1,000.00	\$4,000.00	\$3,250.00	\$13,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$7,200.00	\$2,000.00	\$8,000.00			
17	202-91707	LIGHT FIXTURE AND CONDUIT, REMOVE	6	EA	\$700.00	\$4,200.00	\$3,250.00	\$19,500.00	\$2,500.00	\$15,000.00	\$2,875.00	\$17,250.00	\$2,500.00	\$15,000.00			
18	202-96133	PIPE, REMOVE	450	LFT	\$12.00	\$5,400.00	\$20.00	\$9,000.00	\$38.00	\$17,100.00	\$18.43	\$8,293.50	\$34.00	\$15,300.00			
19	203-02000	EXCAVATION, COMMON	977	CYS	\$48.00	\$46,896.00	\$70.00	\$68,390.00	\$120.00	\$117,240.00	\$224.07	\$218,916.39	\$130.00	\$127,010.00			
20	203-02070	BORROW	1392	CYS	\$30.00	\$41,760.00	\$34.00	\$47,328.00	\$53.00	\$73,776.00	\$26.56	\$36,971.52	\$65.00	\$90,480.00			
21	203-02100	EXCAVATION, PEAT (UNSUITABLE MATERIAL)	190	CYS	\$80.00	\$15,200.00	\$21.00	\$3,990.00	\$52.00	\$9,880.00	\$27.00	\$5,130.00	\$60.00	\$11,400.00			
22	203-06607	LINEAR GRADING	2000	LFT	\$35.00	\$70,000.00	\$7.50	\$15,000.00	\$8.00	\$16,000.00	\$21.60	\$43,200.00	\$11.00	\$22,000.00			
23	205-06931	TEMPORARY CHECK DAM, REVETMENT RIPRAP	60	TON	\$80.00	\$4,800.00	\$44.00	\$2,640.00	\$90.00	\$5,400.00	\$124.01	\$7,440.60	\$80.00	\$4,800.00			
24	205-06933	TEMPORARY INLET PROTECTION SEDIMENT CONTROL SACK	38	EA	\$150.00	\$5,700.00	\$80.00	\$3,040.00	\$75.00	\$2,850.00	\$110.00	\$4,180.00	\$75.00	\$2,850.00			
25	205-06937	TEMPORARY SILT FENCE	8650	LFT	\$3.50	\$30,275.00	\$2.30	\$19,895.00	\$2.00	\$17,300.00	\$2.30	\$19,895.00	\$2.00	\$17,300.00			
26	205-06954	TEMPORARY PERIMETER PROTECTION, FILTER SOCK	140	LFT	\$30.00	\$4,200.00	\$10.00	\$1,400.00	\$8.50	\$1,190.00	\$12.08	\$1,691.20	\$8.50	\$1,190.00			
27	205-12111	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 2	1	LS	\$20,000.00	\$20,000.00	\$4,500.00	\$4,500.00	\$2,400.00	\$2,400.00	\$12,780.00	\$12,780.00	\$2,400.00	\$2,400.00			
28	205-11588	TEMPORARY MULCH STABILIZATION, TYPE A (UNDISTRIBUTED)	5000	SYS	\$4.00	\$20,000.00	\$0.80	\$4,000.00	\$0.75	\$3,750.00	\$1.15	\$5,750.00	\$0.75	\$3,750.00			
29	205-11591	TEMPORARY SEED MIXTURE	350	LBS	\$4.00	\$1,400.00	\$1.65	\$577.50	\$1.50	\$525.00	\$8.63	\$3,020.50	\$1.50	\$525.00			
30	207-FWR01	SUBGRADE TREATMENT, TYPE IIB (UNDISTRIBUTED)	1800	SYS	\$18.00	\$32,400.00	\$15.00	\$27,000.00	\$20.00	\$36,000.00	\$17.17	\$30,906.00	\$27.00	\$48,600.00			
31	211-09285	STRUCTURE BACKFILL, TYPE 2	30	CYS	\$60.00	\$1,800.00	\$42.00	\$1,260.00	\$60.00	\$1,800.00	\$59.66	\$1,789.80	\$75.00	\$2,250.00			
32	301-FWR03	COMPACTED AGGREGATE NO. 53	3690	TON	\$40.00	\$147,600.00	\$26.00	\$95,940.00	\$35.00	\$129,150.00	\$27.66	\$102,065.40	\$44.00	\$162,360.00			
33	304-07490	HMA PATCHING, TYPE B	60	TON	\$165.00	\$9,900.00	\$250.00	\$15,000.00	\$215.00	\$12,900.00	\$333.50	\$20,010.00	\$180.00	\$10,800.00			
34	306-FWR01	MILLING, ASPHALT, 1 IN. to 3 IN.	1450	SYS	\$4.00	\$5,800.00	\$7.00	\$10,150.00	\$9.00	\$13,050.00	\$2.76	\$4,002.00	\$7.50	\$10,875.00			
35	402-FWR01	HMA SURFACE, TYPE B, 58-28, 4.75 mm.	615	TON	\$120.00	\$73,800.00	\$133.00	\$81,795.00	\$115.00	\$70,725.00	\$132.00	\$81,180.00	\$125.00	\$76,875.00			
36	402-FWR06	HMA INTERMEDIATE, TYPE B, 58-28, 19.0 mm	998	TON	\$90.00	\$89,820.00	\$112.00	\$111,776.00	\$95.00	\$94,810.00	\$110.00	\$109,780.00	\$105.00	\$104,790.00			
37	406-12347	ASPHALT EMULSION FOR TACK COAT	15	TON	\$500.00	\$7,500.00	\$700.00	\$10,500.00	\$650.00	\$9,750.00	\$690.00	\$10,350.00	\$800.00	\$12,000.00			
38	601-02103	GUARDRAIL, W-BEAM, 6 FT 3 IN. SPACING (BLACK POWDER-COATED)	275	LFT	\$90.00	\$24,750.00	\$92.50	\$25,437.50	\$82.50	\$22,687.50	\$90.75	\$24,956.25	\$82.50	\$22,687.50			
39	601-05999	GUARDRAIL, CURVED TERMINAL END (BLACK POWDER-COATED)	2	EA	\$200.00	\$400.00	\$225.00	\$450.00	\$185.00	\$370.00	\$212.75	\$425.50	\$185.00	\$370.00			

40	603-03828	FENCE, CHAIN LINK, SECURITY, 72"	975	LFT	\$160.00	\$156,000.00	\$52.00	\$50,700.00	\$30.00	\$29,250.00	\$33.00	\$32,175.00	\$30.00	\$29,250.00
41	603-FWJ	FENCE, CHAIN LINK, INSERT SLATS, PRIVACY	10000	SFT	\$3.00	\$30,000.00	\$4.75	\$47,500.00	\$7.50	\$75,000.00	\$8.25	\$82,500.00	\$7.50	\$75,000.00
42	603-03829	FENCE, CHAIN LINK, 48"	50	LFT	\$120.00	\$6,000.00	\$43.90	\$2,195.00	\$96.00	\$4,800.00	\$110.40	\$5,520.00	\$96.00	\$4,800.00
43	604-06069	SIDEWALK, CONCRETE (4")	350	SYS	\$90.00	\$31,500.00	\$68.00	\$23,800.00	\$70.00	\$24,500.00	\$104.50	\$36,575.00	\$120.00	\$42,000.00
44	604-06069	SIDEWALK, CONCRETE (6")	870	SYS	\$105.00	\$91,350.00	\$81.00	\$70,470.00	\$85.00	\$73,950.00	\$93.50	\$81,345.00	\$130.00	\$113,100.00
45	604-FWJ-1A	STAMPED CONCRETE SIDEWALK (6")	50	SYS	\$150.00	\$7,500.00	\$125.00	\$6,250.00	\$165.00	\$8,250.00	\$236.50	\$11,825.00	\$240.00	\$12,000.00
46	604-08086	CURB RAMP, CONCRETE (ALL TYPES)	410	SYS	\$150.00	\$61,500.00	\$90.00	\$36,900.00	\$180.00	\$73,800.00	\$206.80	\$84,768.00	\$150.00	\$61,500.00
47	604-FWR01	DETECTABLE WARNING SURFACES	28	EA	\$230.00	\$6,440.00	\$700.00	\$19,600.00	\$170.00	\$4,760.00	\$172.50	\$4,830.00	\$400.00	\$11,200.00
48	604-FWJ-1B	CONCRETE, BENCH	3	EA	\$2,000.00	\$6,000.00	\$3,025.00	\$9,075.00	\$2,690.00	\$8,070.00	\$2,957.67	\$8,873.01	\$2,690.00	\$8,070.00
49	604-FWJ-PF-1	MODIFIED PF-1 RAILING	645	LFT	\$140.00	\$90,300.00	\$220.00	\$141,900.00	\$296.50	\$191,242.50	\$316.70	\$204,271.50	\$107.50	\$69,337.50
50	605-FWR05	CURB, CONCRETE, III	960	LFT	\$38.00	\$36,100.00	\$41.35	\$39,282.50	\$57.00	\$54,150.00	\$64.80	\$61,855.00	\$65.00	\$61,750.00
51	605-06140	CURB AND GUTTER, CONCRETE	100	LFT	\$45.00	\$4,500.00	\$45.00	\$4,500.00	\$62.00	\$6,200.00	\$82.50	\$8,250.00	\$65.00	\$6,500.00
52	605-06250	CENTER CURB, C CONCRETE	105	SYS	\$135.00	\$14,175.00	\$99.00	\$10,395.00	\$230.00	\$24,150.00	\$137.50	\$14,437.50	\$190.00	\$19,950.00
53	605-94811	CURB, TURNOUT	1	EA	\$1,500.00	\$1,500.00	\$1,010.00	\$1,010.00	\$700.00	\$700.00	\$1,575.00	\$1,575.00	\$1,600.00	\$1,600.00
54	610-07713	PCCP FOR APPROACHES, 9 IN. (CLASS III COMERCIAL)	100	SYS	\$125.00	\$12,500.00	\$105.00	\$10,500.00	\$125.00	\$12,500.00	\$141.75	\$14,175.00	\$150.00	\$15,000.00
55	616-06396	RIPRAP	100	SYS	\$80.00	\$8,000.00	\$39.75	\$3,975.00	\$38.00	\$3,800.00	\$29.30	\$2,930.00	\$70.00	\$7,000.00
56	616-06396	RIPRAP, REVEMENT	130	TON	\$120.00	\$15,600.00	\$33.25	\$4,322.50	\$56.00	\$7,280.00	\$53.84	\$6,999.20	\$80.00	\$10,400.00
57	616-12249	GEOTEXTILE FOR RIPRAP TYPE 2B	210	SYS	\$15.00	\$3,150.00	\$3.75	\$787.50	\$4.00	\$840.00	\$8.08	\$1,696.80	\$10.00	\$2,100.00
58	617-FWR01	REMOVABLE BOLLARD	2	EA	\$1,200.00	\$2,400.00	\$2,200.00	\$4,400.00	\$1,978.00	\$3,952.00	\$2,272.40	\$4,544.80	\$1,976.00	\$3,952.00
59	617-FWR02	PERMANENT BOLLARD	11	EA	\$800.00	\$8,800.00	\$1,000.00	\$11,000.00	\$880.00	\$9,680.00	\$988.00	\$10,648.00	\$890.00	\$9,680.00
60	617-FWJ-01	PRECAST BOLLARD	50	EA	\$1,500.00	\$75,000.00	\$2,400.00	\$120,000.00	\$2,608.00	\$130,400.00	\$2,868.80	\$143,440.00	\$2,608.00	\$130,400.00
61	617-FWR03	STEEL ORNAMENTAL FENCING	48	LFT	\$150.00	\$7,200.00	\$168.00	\$8,064.00	\$134.00	\$6,432.00	\$154.10	\$7,396.80	\$134.00	\$6,432.00
62	617-FWJ-1B	ORNAMENTAL BENCH	1	EA	\$3,000.00	\$3,000.00	\$3,340.00	\$3,340.00	\$3,650.00	\$3,650.00	\$1,727.05	\$1,727.05	\$2,975.00	\$2,975.00
63	617-FWJ-1C	STEEL TABLE	3	EA	\$3,000.00	\$9,000.00	\$2,100.00	\$6,300.00	\$2,680.00	\$8,040.00	\$2,147.05	\$6,441.15	\$1,867.00	\$5,601.00
64	617-FWJ-1D	BICYCLE RACK	8	EA	\$400.00	\$3,200.00	\$815.00	\$6,520.00	\$475.00	\$3,800.00	\$625.00	\$6,600.00	\$735.00	\$5,880.00
65	617-FWJ08	TRASH RECEPTACLE	3	EA	\$1,200.00	\$3,600.00	\$2,650.00	\$7,950.00	\$2,950.00	\$8,850.00	\$2,645.00	\$7,935.00	\$2,300.00	\$6,900.00
66	618-FWJ-10	FOUNTAIN, DRINKING (INCLUDES CONNECTION & HOSE BIB)	2	EA	\$25,000.00	\$50,000.00	\$13,390.00	\$26,780.00	\$15,000.00	\$30,000.00	\$17,059.05	\$34,118.10	\$38,000.00	\$76,000.00
67	618-FWJ-1A	BICYCLE REPAIR STATION	1	EA	\$3,000.00	\$3,000.00	\$2,810.00	\$2,810.00	\$4,590.00	\$4,590.00	\$2,875.00	\$2,875.00	\$2,500.00	\$2,500.00
68	618-FWJ-2A	SOLAR TABLE INSTALLATION	3	EA	\$400.00	\$1,200.00	\$2,975.00	\$8,925.00	\$2,650.00	\$7,950.00	\$2,500.00	\$7,500.00	\$2,650.00	\$7,950.00
69	618-FWJ-2B	DONOR MARKER SIGN	0	EA	\$54,000.00	\$0.00	\$2,810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
70	618-FWJ-P	24' CARMEL CLERESTORY OCTAGON GAZEBO (INCLUDES FOUNDATION)	1	EA	\$70,000.00	\$70,000.00	\$64,500.00	\$64,500.00	\$65,000.00	\$65,000.00	\$70,233.30	\$70,233.30	\$80,000.00	\$80,000.00
71	618-FWJ-2C	STABILIZED DECOMPOSED GRANITE PATH	32	SYS	\$125.00	\$4,000.00	\$960.00	\$30,720.00	\$855.00	\$27,360.00	\$277.74	\$8,887.68	\$855.00	\$27,360.00
72	621-FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL, AND STRAW MULCH	13272	SYS	\$5.00	\$66,360.00	\$3.00	\$39,816.00	\$2.75	\$36,498.00	\$3.78	\$50,168.16	\$2.75	\$36,498.00
73	621-02770	EROSION CONTROL BLANKET (UNDISTRIBUTED)	1600	SYS	\$4.00	\$6,400.00	\$2.00	\$3,200.00	\$1.75	\$2,800.00	\$1.08	\$1,728.00	\$1.75	\$2,800.00
74	622-05649	PLANT, DECIDUOUS TREE, SINGLE STEM, 1.25 TO 2 IN.	7	EA	\$400.00	\$2,800.00	\$555.00	\$3,885.00	\$500.00	\$3,500.00	\$486.00	\$3,402.00	\$500.00	\$3,500.00
75	623-FWR01	VEGETATIVE MOBILIZATION AND DEMOBILIZATION	1	LS	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00	\$3,500.00	\$3,500.00
76	623-FWR10	5 GALLON CONTAINER SHRUB	167	EA	\$80.00	\$13,360.00	\$102.00	\$17,034.00	\$94.00	\$15,698.00	\$97.20	\$16,232.40	\$94.00	\$15,698.00
77	623-FWR14	1 GALLON HERBACEOUS PLANT	1413	EA	\$28.00	\$39,564.00	\$31.00	\$43,803.00	\$28.50	\$40,275.00	\$22.41	\$31,665.33	\$28.50	\$40,275.00
78	623-FWR17	BULB	1824	EA	\$5.00	\$9,120.00	\$6.25	\$11,400.00	\$5.50	\$10,032.00	\$8.10	\$14,774.40	\$5.50	\$10,032.00
79	623-FWR19	TOPSOIL	2069	TON	\$40.00	\$82,760.00	\$41.50	\$85,863.50	\$38.00	\$78,622.00	\$44.10	\$91,242.90	\$38.00	\$78,622.00
80	623-FWR20	HARDWOOD MULCH	70	CYS	\$150.00	\$10,500.00	\$85.00	\$5,950.00	\$75.00	\$5,250.00	\$84.80	\$4,536.00	\$75.00	\$5,250.00
81	623-FWR23	FERTILIZER	650	LBS	\$1.00	\$650.00	\$1.05	\$682.50	\$1.00	\$650.00	\$4.86	\$3,159.00	\$1.00	\$650.00
82	715-94530	ADJUST WATER VALVE TO GRADE	8	EA	\$650.00	\$5,200.00	\$75.00	\$600.00	\$110.00	\$880.00	\$787.50	\$6,300.00	\$400.00	\$3,200.00
83	715-FWR13	PIPE - 12" RCP, CLASS III	146	LFT	\$80.00	\$11,680.00	\$69.00	\$10,074.00	\$95.00	\$13,870.00	\$95.06	\$13,878.78	\$85.00	\$12,410.00
84	715-FWR15	PIPE - 18" RCP, CLASS III	72	LFT	\$120.00	\$8,640.00	\$69.00	\$6,468.00	\$113.00	\$8,136.00	\$112.33	\$8,087.76	\$120.00	\$8,640.00

85	715-FWR16	PIPE - 24" RCP, CLASS III	150	LFT	\$180.00	\$24,000.00	\$112.00	\$16,800.00	\$158.00	\$23,700.00	\$130.00	\$19,500.00	\$170.00	\$25,500.00
86	715-FWR19	PIPE - 42" RCP, CLASS III	8	LFT	\$300.00	\$2,400.00	\$280.00	\$2,240.00	\$425.00	\$3,400.00	\$296.41	\$2,371.28	\$500.00	\$4,000.00
87	715-FWR55	PIPE - 12" HDPE	300	LFT	\$65.00	\$19,500.00	\$49.00	\$14,700.00	\$63.00	\$18,900.00	\$83.35	\$25,005.00	\$63.00	\$18,900.00
88	715-FWR-00	12" METAL END SECTION	19	EA	\$550.00	\$10,450.00	\$265.00	\$5,035.00	\$340.00	\$6,460.00	\$467.03	\$8,873.57	\$400.00	\$7,600.00
89	715-FWR-01	18" METAL END SECTION	4	EA	\$650.00	\$2,600.00	\$400.00	\$1,600.00	\$430.00	\$1,720.00	\$706.75	\$2,827.00	\$550.00	\$2,200.00
90	715-FWR-02	24" METAL END SECTION	4	EA	\$750.00	\$3,000.00	\$700.00	\$2,800.00	\$930.00	\$3,720.00	\$1,148.60	\$4,584.40	\$850.00	\$3,400.00
91	715-FWR-33 44.14-C	DRAINAGE STRUCTURE MODIFICATIONS (CONNECT TO EXISTING STRUCTURE)	1	EA	\$800.00	\$800.00	\$500.00	\$500.00	\$600.00	\$600.00	\$3,650.00	\$3,650.00	\$2,850.00	\$2,850.00
92	715-FWR-33 44.13-A	PRECAST CONCRETE TRASH RACK	1	EA	\$3,000.00	\$3,000.00	\$2,150.00	\$2,150.00	\$2,700.00	\$2,700.00	\$2,006.39	\$2,006.39	\$3,700.00	\$3,700.00
93	715-FWR-03	60" TOP SECTION FOR STRUCTURE (VERIFY SIZE OF STRUCTURE BEFORE ADDING 24" TOP SECTION)	1	EA	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$7,025.00	\$7,025.00	\$1,500.00	\$1,500.00
94	715-FWR39	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	580	LFT	\$15.00	\$8,700.00	\$10.90	\$6,322.00	\$25.00	\$14,500.00	\$28.29	\$16,408.20	\$4.15	\$2,407.00
95	720-FWR02	MANHOLE - 48" SANITARY	1	EA	\$4,800.00	\$4,800.00	\$6,300.00	\$6,300.00	\$5,000.00	\$5,000.00	\$3,397.50	\$3,397.50	\$4,700.00	\$4,700.00
96	720-FWR03	MANHOLE - 60" STORM	2	EA	\$5,500.00	\$11,000.00	\$4,800.00	\$9,600.00	\$7,400.00	\$14,800.00	\$4,777.25	\$9,554.50	\$5,700.00	\$11,400.00
97	720-FWR10	CASTING, ADJUST TO GRADE	10	EA	\$800.00	\$8,000.00	\$190.00	\$1,900.00	\$475.00	\$4,750.00	\$530.00	\$5,300.00	\$600.00	\$6,000.00
98	720-FWR15	INLET - PRECAST 30" ROUND INLET	3	EA	\$2,100.00	\$6,300.00	\$1,450.00	\$4,350.00	\$3,100.00	\$9,300.00	\$2,068.25	\$6,204.75	\$2,900.00	\$8,700.00
99	720-FWR21	INLET - 30" X 30" INLET	1	EA	\$2,400.00	\$2,400.00	\$2,450.00	\$2,450.00	\$3,500.00	\$3,500.00	\$2,236.70	\$2,236.70	\$3,300.00	\$3,300.00
100	720-FWR30	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	1	EA	\$750.00	\$750.00	\$575.00	\$575.00	\$670.00	\$670.00	\$1,075.00	\$1,075.00	\$1,100.00	\$1,100.00
101	720-FWR31	CASTING - 24" SOLID SANITARY CASTING & ADJUST TO GRADE	1	EA	\$750.00	\$750.00	\$575.00	\$575.00	\$690.00	\$690.00	\$1,075.00	\$1,075.00	\$1,100.00	\$1,100.00
102	720-FWR34	CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE	4	EA	\$750.00	\$3,000.00	\$575.00	\$2,300.00	\$700.00	\$2,800.00	\$1,075.00	\$4,300.00	\$1,100.00	\$4,400.00
103	720-FWR35	CASTING - 30" X 30" BEEHIVE CASTING & ADJUST TO GRADE	1	EA	\$750.00	\$750.00	\$600.00	\$600.00	\$650.00	\$650.00	\$1,075.00	\$1,075.00	\$1,000.00	\$1,000.00
104	720-FWR37	CASTING - 2 X 2 CURB & GUTTER CASTING & ADJUST TO GRADE	1	EA	\$750.00	\$750.00	\$900.00	\$900.00	\$900.00	\$900.00	\$1,125.00	\$1,125.00	\$1,200.00	\$1,200.00
105	801-06209	TEMPORARY PAVEMENT MARKING, REMOVABLE, SOLID, WHITE, 6 IN.	6200	LFT	\$1.50	\$9,300.00	\$1.85	\$10,230.00	\$1.54	\$9,548.00	\$1.77	\$10,974.00	\$1.75	\$10,850.00
106	801-06640	CONSTRUCTION SIGN, A	6	EA	\$350.00	\$2,100.00	\$250.00	\$1,500.00	\$208.00	\$1,248.00	\$239.20	\$1,435.20	\$250.00	\$1,500.00
107	801-06645	CONSTRUCTION SIGN, B	2	EA	\$110.00	\$220.00	\$125.00	\$250.00	\$98.00	\$196.00	\$112.70	\$225.40	\$150.00	\$300.00
108	801-06710	FLASHING ARROW SIGN	120	DAY	\$100.00	\$12,000.00	\$30.00	\$3,600.00	\$15.00	\$1,800.00	\$17.25	\$2,070.00	\$35.00	\$4,200.00
109	801-06775	MAINTENANCE OF TRAFFIC	1	LS	\$200,000.00	\$200,000.00	\$138,900.00	\$138,900.00	\$313,319.74	\$313,319.74	\$127,046.85	\$127,046.85	\$361,366.50	\$361,366.50
110	801-07119	BARRICADE, III-B	32	LFT	\$340.00	\$10,880.00	\$17.00	\$544.00	\$15.28	\$488.96	\$17.00	\$544.00	\$20.00	\$640.00
111	802-04313	SIGN, "STOP"	4	EA	\$150.00	\$600.00	\$300.00	\$1,200.00	\$375.00	\$1,500.00	\$298.29	\$1,193.16	\$20.25	\$81.00
112	802-04314	SIGN, "NO MOTOR VEHICLES"	6	EA	\$150.00	\$900.00	\$265.00	\$1,590.00	\$375.00	\$2,250.00	\$326.75	\$1,960.50	\$45.00	\$270.00
113	802-07057	SIGN, SHEET, ASSEMBLY, TYPE "A" (See Detail)	2	EA	\$250.00	\$500.00	\$400.00	\$800.00	\$450.00	\$900.00	\$406.39	\$812.78	\$450.00	\$900.00
114	802-07058	SIGN, SHEET, ASSEMBLY, TYPE "B" (See Detail)	2	EA	\$250.00	\$500.00	\$400.00	\$800.00	\$450.00	\$900.00	\$356.36	\$712.72	\$450.00	\$900.00
115	802-FWU-1A	INFORMATIONAL LECTEREN SIGN	3	EA	\$800.00	\$2,400.00	\$3,900.00	\$11,700.00	\$1,500.00	\$4,500.00	\$1,112.50	\$3,337.50	\$500.00	\$1,500.00
116	802-FWU-1B	INFORMATIONAL BOARD KIOSK	1	EA	\$6,000.00	\$6,000.00	\$7,950.00	\$7,950.00	\$25,000.00	\$25,000.00	\$9,775.00	\$9,775.00	\$1,000.00	\$1,000.00
117	802-FWU-1C1	WAYFINDING SIGNS POSTS	14	EA	\$550.00	\$7,700.00	\$1,685.00	\$23,590.00	\$1,500.00	\$21,000.00	\$928.12	\$12,993.68	\$500.00	\$7,000.00
118	802-FWU-1C2	WAYFINDING SIGNS PANALS	41	EA	\$200.00	\$8,200.00	\$200.00	\$8,200.00	\$500.00	\$20,500.00	\$86.84	\$3,560.44	\$40.00	\$1,640.00
119	802-FWU-1C3	WAYFINDING SIGNS DECALS	41	EA	\$100.00	\$4,100.00	\$90.00	\$3,690.00	\$250.00	\$10,250.00	\$59.07	\$2,421.87	\$10.00	\$410.00
120	805-01479	CONTROLLER CABINET FOUNDATION, P1 MODIFIED	1	EA	\$1,250.00	\$1,250.00	\$1,650.00	\$1,650.00	\$1,500.00	\$1,500.00	\$1,725.00	\$1,725.00	\$1,500.00	\$1,500.00
121	805-01816	SIGNAL SUPPORT FOUNDATION, 36 IN. X 36 IN. X 144 IN.	4	EA	\$3,800.00	\$15,200.00	\$5,620.00	\$22,480.00	\$5,000.00	\$20,000.00	\$5,500.00	\$22,000.00	\$5,000.00	\$20,000.00
122	805-01844	CONDUIT, STEEL GALVANIZED, 2 IN.	1125	LF	\$35.00	\$39,375.00	\$40.00	\$45,000.00	\$35.00	\$39,375.00	\$40.25	\$45,281.25	\$35.00	\$39,375.00
123	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	10	EA	\$900.00	\$9,000.00	\$825.00	\$8,250.00	\$750.00	\$7,500.00	\$862.50	\$8,625.00	\$750.00	\$7,500.00
124	805-02202	SIGNAL DETECTOR HOUSING DOUBLE	1	EA	\$1,250.00	\$1,250.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00	\$2,875.00	\$2,875.00	\$2,500.00	\$2,500.00
125	805-02445	CONTROLLER AND CABINET, P1	1	EA	\$18,000.00	\$18,000.00	\$24,900.00	\$24,900.00	\$23,000.00	\$23,000.00	\$25,300.00	\$25,300.00	\$23,000.00	\$23,000.00
126	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	8	EA	\$1,000.00	\$8,000.00	\$1,575.00	\$12,600.00	\$1,425.00	\$11,400.00	\$1,967.50	\$12,540.00	\$1,425.00	\$11,400.00
127	805-05405	SIGNAL POLE, PEDESTAL, 4FT	8	EA	\$1,000.00	\$8,000.00	\$1,700.00	\$13,600.00	\$1,500.00	\$12,000.00	\$1,725.00	\$13,800.00	\$1,500.00	\$12,000.00
128	805-07767	SIGNAL CABLE, CONTROL, COPPER, 12G/14 GA	430	LF	\$5.00	\$2,150.00	\$9.00	\$3,870.00	\$8.00	\$3,440.00	\$9.20	\$3,956.00	\$8.00	\$3,440.00
129	805-06539	LOOP DETECTOR DELAY AMPLIFIER, COUNTING, 2 CHANNEL	1	EA	\$450.00	\$450.00	\$575.00	\$575.00	\$500.00	\$500.00	\$575.00	\$575.00	\$500.00	\$500.00

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

Resolution/Work Order #0280R

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: **Improve the former New York Central Railroad Corridor and sections of Washington Center Road, Coliseum Boulevard and Lima Road by constructing a 12-foot wide asphalt trail from the intersection of Ice Way and Lima Road to Washington Center Road, just west of the Interstate 69 overpass. Nicknamed the “Golden Spike” section of the Pufferbelly Trail, the project includes ADA curb ramps, a trail hub rest area, landscaping, new intersection and mid-block crossing signalization, accessible pedestrian signals (APS), pavement markings for safety, commercial drive approach, bollards, a refuge island on Coliseum Boulevard, connection to Glenbrook Square Mall and other businesses, drinking water fountains, informational lectern signs, an informational kiosk, bike racks, bike repair station, park benches, picnic tables, a pavilion, wayfinding signage, trash receptacles, drainage structures, lighting, fencing, guardrail and handrailing.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pufferbelly Trail: Ice Way to Washington Center Rd**

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **TRANSPORTATION ENGINEERING, ENGINEERING RESOURCES INC, DESIGN COLLABORATIVE, AND FORESIGHT CONSULTING.**

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 **9/19/2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **10/24/2025**.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **No work shall take place on parcel 5, 5A (JACKSON LIMITED DOC. NO. 2009013314) and parcel 13 (PRAXAIR DISTRIBUTION, INC DOC. NO. 2018017186) until land acquisition has been acquired.**
 2. Milestone 2 **No work shall take place on any INDOT R/W (LIMA ROAD, ST RT 930 and WASHINGTON CENTER UNDER I-69) until INDOT permit has been acquired.**
 3. Milestone 3 **Davis Bacon does not apply to this project.**

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 **\$3,157,219.50**.

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 **88** sheets with each sheet bearing the following general title: **Pufferbelly Trail - Ice Way to Washington Center Rd., Multi-Use Trail**
 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 **Sharon Tucker, 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 **0280R**).

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: _____
SHARON TUCKER, 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)

0280R - Pufferbelly Trail: Ice Way to Washington Center Rd (#9098396)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

06/13/2024 02:00 PM EDT

Section Title	Line Item	Item Code	Item Description	UoFM	Crosby Excavating		
					Quantity	Unit Price	Extension
Pufferbelly Trail - Ice Way to Washington Center Rd							
	1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$175,500.00	\$175,500.00
	2	107-C-243	INSPECTION HOLE	EA	6	\$225.00	\$1,350.00
	3	110-01002	MOBILIZATION AND DEMOBILIZATION	LS	1	\$156,900.00	\$156,900.00
	4	200-FWU	CLEARING RIGHT OF WAY	LS	1	\$70,000.00	\$70,000.00
	5	201-02255	TREE REMOVAL, (12" - 24"), (INCLUDE STUMPING)	EA	5	\$1,400.00	\$7,000.00
	6	201-02265	TREE REMOVAL, (24" - 48"), (INCLUDE STUMPING)	EA	5	\$1,900.00	\$9,500.00
	7	202-02239	PAVEMENT REMOVAL (Includes full depth saw cut)	SYS	880	\$8.10	\$7,128.00
	8	202-02272	CENTER CURB, CONCRETE, REMOVE (Includes full depth saw cut)	SYS	16	\$50.00	\$800.00
	9	202-02277	CURB, CONCRETE, REMOVE (All Types)	LFT	1200	\$11.00	\$13,200.00
	10	202-02928	CATCH BASIN, REMOVE	EA	1	\$625.00	\$625.00
	11	202-91385	INLET, REMOVE	EA	3	\$625.00	\$1,875.00
	12	202-91840	FENCE, CHAIN LINK, REMOVE	LFT	800	\$6.00	\$4,800.00
	13	202-92953	CURB AND GUTTER TURNOUT, REMOVE	SYS	6	\$6.50	\$39.00
	14	202-93614	CONCRETE, REMOVE	SYS	465	\$10.00	\$4,650.00
	15	202-93740-	GUARDRAIL, & END TREATMENT, REMOVE	LFT	65	\$41.00	\$2,665.00
	16	202-93763	LIGHT STANDARD AND FOUNDATION, REMOVE	EA	4	\$3,250.00	\$13,000.00
	17	202-91707	LIGHT FIXTURE AND CONDUIT, REMOVE	EA	6	\$3,250.00	\$19,500.00
	18	202-96133	PIPE, REMOVE	LFT	450	\$20.00	\$9,000.00
	19	203-02000	EXCAVATION, COMMON	CYS	977	\$70.00	\$68,390.00
	20	203-02070	BORROW	CYS	1392	\$34.00	\$47,328.00
	21	203-02100	EXCAVATION, PEAT (UNSUITABLE MATERIAL)	CYS	190	\$21.00	\$3,990.00
	22	203-08607	LINEAR GRADING	LFT	2000	\$7.50	\$15,000.00
	23	205-06931	TEMPORARY CHECK DAM, REVETMENT RIPRAP	TON	60	\$44.00	\$2,640.00
	24	205-06933	TEMPORARY INLET PROTECTION SEDIMENT CONTROL SACK	EA	38	\$80.00	\$3,040.00
	25	205-06937	TEMPORARY SILT FENCE	LFT	8650	\$2.30	\$19,895.00
	26	205-08594	TEMPORARY PERIMETER PROTECTION, FILTER SOCK	LFT	140	\$10.00	\$1,400.00
	27	205-12111	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 2	LS	1	\$4,500.00	\$4,500.00
	28	205-11588	TEMPORARY MULCH STABILIZATION, TYPE A (UNDISTRIBUTED)	SYS	5000	\$0.80	\$4,000.00
	29	205-11591	TEMPORARY SEED MIXTURE	LBS	350	\$1.65	\$577.50
	30	207-FWR01	SUBGRADE TREATMENT, TYPE IIB (UNDISTRIBUTED)	SYS	1800	\$15.00	\$27,000.00
	31	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	30	\$42.00	\$1,260.00
	32	301-FWR03	COMPACTED AGGREGATE NO. 53	TON	3690	\$26.00	\$95,940.00
	33	304-07490	HMA PATCHING, TYPE B	TON	60	\$250.00	\$15,000.00
	34	306-FWR01	MILLING, ASPHALT, 1 IN. to 3 IN.	SYS	1450	\$7.00	\$10,150.00
	35	402-FWR01	HMA SURFACE, TYPE B, 58-28, 4.75 mm.	TON	615	\$133.00	\$81,795.00
	36	402-FWR06	HMA INTERMEDIATE, TYPE B, 58-28, 19.0 mm	TON	998	\$112.00	\$111,776.00
	37	406-12347	ASPHALT EMULSION FOR TACK COAT	TON	15	\$700.00	\$10,500.00
	38	601-02103	GUARDRAIL, W-BEAM, 6 FT 3 IN. SPACING (BLACK POWDER-COATED)	LFT	275	\$92.50	\$25,437.50
	39	601-05999	GUARDRAIL, CURVED TERMINAL END (BLACK POWDER-COATED)	EA	2	\$225.00	\$450.00
	40	603-03828	FENCE, CHAIN LINK, SECURITY, 72"	LFT	975	\$52.00	\$50,700.00

41	603-FWU	FENCE, CHAIN LINK, INSERT SLATS, PRIVACY	SFT	10000	\$4.75	\$47,500.00
42	603-03829	FENCE, CHAIN LINK, 48"	LFT	50	\$43.90	\$2,195.00
43	604-06069	SIDEWALK, CONCRETE (4")	SYS	350	\$68.00	\$23,800.00
44	604-06069	SIDEWALK, CONCRETE (6")	SYS	870	\$81.00	\$70,470.00
45	604-FWU-1A	STAMPED CONCRETE SIDEWALK (6")	SYS	50	\$125.00	\$6,250.00
46	604-08086	CURB RAMP, CONCRETE (ALL TYPES)	SYS	410	\$90.00	\$36,900.00
47	604-FWR01	DETECTABLE WARNING SURFACES	EA	28	\$700.00	\$19,600.00
48	604-FWU-1B	CONCRETE, BENCH	EA	3	\$3,025.00	\$9,075.00
49	604-FWU-PF-1	MODIFIED PF-1 RAILING	LFT	645	\$220.00	\$141,900.00
50	605-FWR05	CURB, CONCRETE, III	LFT	950	\$41.35	\$39,282.50
51	605-06140	CURB AND GUTTER, CONCRETE	LFT	100	\$45.00	\$4,500.00
52	605-06250	CENTER CURB, C CONCRETE	SYS	105	\$99.00	\$10,395.00
53	605-94811	CURB, TURNOUT	EA	1	\$1,010.00	\$1,010.00
54	610-07713	PCCP FOR APPROACHES, 9 IN. (CLASS III COMERCIAL)	SYS	100	\$105.00	\$10,500.00
55	616-06396	RIPRAP	SYS	100	\$39.75	\$3,975.00
56	616-06396	RIPRAP, REVETMENT	TON	130	\$33.25	\$4,322.50
57	616-12249	GEOTEXTILE FOR RIPRAP TYPE 2B	SYS	210	\$3.75	\$787.50
58	617-FWR01	REMOVABLE BOLLARD	EA	2	\$2,200.00	\$4,400.00
59	617-FWR02	PERMANENT BOLLARD	EA	11	\$1,000.00	\$11,000.00
60	617-FWU-01	PRECAST BOLLARD	EA	50	\$2,400.00	\$120,000.00
61	617-FWR03	STEEL ORNAMENTAL FENCING	LFT	48	\$168.00	\$8,064.00
62	617-FWU-1B	ORNAMENTAL BENCH	EA	1	\$3,340.00	\$3,340.00
63	617-FWU-1C	STEEL TABLE	EA	3	\$2,100.00	\$6,300.00
64	617-FWU-1D	BICYLCE RACK	EA	8	\$815.00	\$6,520.00
65	617-FWU08	TRASH RECEPTACLE	EA	3	\$2,650.00	\$7,950.00
66	618-FWU-10	FOUNTAIN, DRINKING (INCLUDES CONNECTION & HOSE BIB)	EA	2	\$13,390.00	\$26,780.00
67	618-FWU-1A	BICYCLE REPAIR STATION	EA	1	\$2,810.00	\$2,810.00
68	618-FWU-2A	SOLAR TABLE INSTALLATION	EA	3	\$2,975.00	\$8,925.00
69	618-FWU-2B	DONOR MARKER SIGN	EA	0.00E+00	\$2,810.00	\$0.00
70	618-FWU-P	24' CARMEL CLERESTORY OCTAGAN GAZEBO (INCLUDES FOUNDATION)	EA	1	\$64,500.00	\$64,500.00
71	618-FWU-2C	STABILIZED DECOMPOSED GRANITE PATH	SYS	32	\$960.00	\$30,720.00
72	621-FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	13272	\$3.00	\$39,816.00
73	621-02770	EROSION CONTROL BLANKET (UNDISTRIBUTED)	SYS	1600	\$2.00	\$3,200.00
74	622-05649	PLANT, DECIDUOUS TREE, SINGLE STEM, 1.25 TO 2 IN.	EA	7	\$555.00	\$3,885.00
75	623-FWR01	VEGETATIVE MOBILIZATION AND DEMOBILIZATION	LS	1	\$3,500.00	\$3,500.00
76	623-FWR10	5 GALLON CONTAINER SHRUB	EA	167	\$102.00	\$17,034.00
77	623-FWR14	1 GALLON HERBACEOUS PLANT	EA	1413	\$31.00	\$43,803.00
78	623-FWR17	BULB	EA	1824	\$6.25	\$11,400.00
79	623-FWR19	TOPSOIL	TON	2069	\$41.50	\$85,863.50
80	623-FWR20	HARDWOOD MULCH	CYS	70	\$85.00	\$5,950.00
81	623-FWR23	FERTILIZER	LBS	650	\$1.05	\$682.50
82	715-94530	ADJUST WATER VALVE TO GRADE	EA	8	\$75.00	\$600.00
83	715-FWR13	PIPE - 12" RCP, CLASS III	LFT	146	\$69.00	\$10,074.00
84	715-FWR15	PIPE - 18" RCP, CLASS III	LFT	72	\$89.00	\$6,408.00
85	715-FWR16	PIPE - 24" RCP, CLASS III	LFT	150	\$112.00	\$16,800.00
86	715-FWR19	PIPE - 42" RCP, CLASS III	LFT	8	\$280.00	\$2,240.00
87	715-FWR55	PIPE - 12" HDPE	LFT	300	\$49.00	\$14,700.00
88	715-FWR-00	12" METAL END SECTION	EA	19	\$265.00	\$5,035.00

89	715-FWR-01	18" METAL END SECTION	EA	4	\$400.00	\$1,600.00
90	715-FWR-02	24" METAL END SECTION	EA	4	\$700.00	\$2,800.00
91	715-FWR-33.4	DRAINAGE STRUCTURE MODIFICATIONS (CONNECT TO EXISTING STRUCTURE)	EA	1	\$500.00	\$500.00
92	715-FWR-33.4	PRECAST CONCRETE TRASH RACK	EA	1	\$2,150.00	\$2,150.00
93	715-FWR-03	60" TOP SECTION FOR STRUCTURE (VERIFY SIZE OF STRUCTURE BEFORE ADDING 24" TOP SECTION)	EA	1	\$1,200.00	\$1,200.00
94	715-FWR39	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	580	\$10.90	\$6,322.00
95	720-FWR02	MANHOLE - 48" SANITARY	EA	1	\$6,300.00	\$6,300.00
96	720-FWR03	MANHOLE - 60" STORM	EA	2	\$4,800.00	\$9,600.00
97	720-FWR10	CASTING, ADJUST TO GRADE	EA	10	\$190.00	\$1,900.00
98	720-FWR15	INLET - PRECAST 30" ROUND INLET	EA	3	\$1,450.00	\$4,350.00
99	720-FWR21	INLET - 30" X 30" INLET	EA	1	\$2,450.00	\$2,450.00
100	720-FWR30	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	EA	1	\$575.00	\$575.00
101	720-FWR31	CASTING - 24" SOLID SANITARY CASTING & ADJUST TO GRADE	EA	1	\$575.00	\$575.00
102	720-FWR34	CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE	EA	4	\$575.00	\$2,300.00
103	720-FWR35	CASTING - 30" X 30" BEEHIVE CASTING & ADJUST TO GRADE	EA	1	\$800.00	\$800.00
104	720-FWR37	CASTING - 2' X 2' CURB & GUTTER CASTING & ADJUST TO GRADE	EA	1	\$900.00	\$900.00
105	801-06209	TEMPORARY PAVEMENT MARKING, REMOVABLE, SOLID, WHITE, 6 IN.	LFT	6200	\$1.65	\$10,230.00
106	801-06640	CONSTRUCTION SIGN, A	EA	6	\$250.00	\$1,500.00
107	801-06645	CONSTRUCTION SIGN, B	EA	2	\$125.00	\$250.00
108	801-06710	FLASHING ARROW SIGN	DAY	120	\$30.00	\$3,600.00
109	801-06775	MAINTENANCE OF TRAFFIC	LS	1	\$138,900.00	\$138,900.00
110	801-07119	BARRICADE, III-B	LFT	32	\$17.00	\$544.00
111	802-04313	SIGN, "STOP"	EA	4	\$300.00	\$1,200.00
112	802-04314	SIGN, "NO MOTOR VEHICLES"	EA	6	\$265.00	\$1,590.00
113	802-07057	SIGN, SHEET, ASSEMBLY, TYPE "A" (See Detail)	EA	2	\$400.00	\$800.00
114	802-07058	SIGN, SHEET, ASSEMBLY, TYPE "B" (See Detail)	EA	2	\$400.00	\$800.00
115	802-FWU-1A	INFORMATIONAL LECTEREN SIGN	EA	3	\$3,900.00	\$11,700.00
116	802-FWU-1B	INFORMATIONAL BOARD KIOSK	EA	1	\$7,950.00	\$7,950.00
117	802-FWU-1C1	WAYFINDING SIGNS POSTS	EA	14	\$1,685.00	\$23,590.00
118	802-FWU-1C2	WAYFINDING SIGNS PANALS	EA	41	\$200.00	\$8,200.00
119	802-FWU-1C3	WAYFINDING SIGNS DECALS	EA	41	\$90.00	\$3,690.00
120	805-01479	CONTROLLER CABINET FOUNDATION, P1 MODIFIED	EA	1	\$1,650.00	\$1,650.00
121	805-01816	SIGNAL SUPPORT FOUNDATION, 36 IN. X 36 IN. X 144 IN.	EA	4	\$5,620.00	\$22,480.00
122	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	LF	1125	\$40.00	\$45,000.00
123	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EA	10	\$825.00	\$8,250.00
124	805-02202	SIGNAL DETECTOR HOUSING DOUBLE	EA	1	\$2,800.00	\$2,800.00
125	805-02445	CONTROLLER AND CABINET, P1	EA	1	\$24,900.00	\$24,900.00
126	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	EA	8	\$1,575.00	\$12,600.00
127	805-05405	SIGNAL POLE, PEDESTAL, 4FT	EA	8	\$1,700.00	\$13,600.00
128	805-07767	SIGNAL CABLE, CONTROL, COPPER, 12C/14 GA	LF	430	\$9.00	\$3,870.00
129	805-09539	LOOP DETECTOR DELAY AMPLIFIER, COUNTING, 2 CHANNEL	EA	1	\$575.00	\$575.00
130	805-78415	SPAN, CATENARY, AND TETHER	EA	3	\$4,500.00	\$13,500.00
131	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	EA	6	\$900.00	\$5,400.00
132	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	EA	1	\$1,100.00	\$1,100.00
133	805-78230	TRAFFIC SIGNAL HEAD, 5 SECTION, 12 IN.	EA	1	\$3,100.00	\$3,100.00
134	805-78420	DISCONNECT HANGER	EA	3	\$550.00	\$1,650.00
135	805-78445	SIGNAL SERVICE	EA	2	\$1,700.00	\$3,400.00
136	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	LFT	400	\$9.00	\$3,600.00

137	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LF	520	\$5.00	\$2,600.00	
138	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LF	610	\$7.90	\$4,819.00	
139	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LF	40	\$9.55	\$382.00	
140	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	LFT	1280	\$3.65	\$4,672.00	
141	807-78590	HANDHOLE, SIGNAL	EA	9	\$1,700.00	\$15,300.00	
142	805-78785	SIGNAL DETECTOR HOUSING	EA	3	\$2,250.00	\$6,750.00	
143	805-81060	SIGNAL POLE, STEEL STRAIN, 36 FT	EA	6	\$12,335.00	\$74,010.00	
144	805-87446	AERIAL CABLE, TRIPLEX, #6	LFT	180	\$7.90	\$1,422.00	
145	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	EA	2	\$1,700.00	\$3,400.00	
146	805-FWR01	ROADWAY SIGNAL LOOP	EA	13	\$1,125.00	\$14,625.00	
147	805-FWR02	PEDESTRIAN APS, POLARA 2-WIRE WITH PUSH OR WAVE SIGN	EA	8	\$2,250.00	\$18,000.00	
148	807-02117	LIGHT FIXTURE ASSEMBLY TYPE 2, FURNISH & INSTALL	EA	19	\$3,400.00	\$64,600.00	
149	807-02191	HANDHOLE, LIGHTING	EA	6	\$1,690.00	\$10,140.00	
150	807-02394	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING (36 INCH DIAMETER X 96" DEPTH)	EA	5	\$2,810.00	\$14,050.00	
151	807-03714	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING (24 INCH DIAMETER X 60" DEPTH)	EA	3	\$2,590.00	\$7,770.00	
152	807-03738	LIGHT POLE ASSEMBLY TYPE 1, FURNISH & INSTALL	EA	3	\$6,750.00	\$20,250.00	
153	807-03738	LIGHT POLE ASSEMBLY TYPE 3, FURNISH & INSTALL	EA	3	\$7,865.00	\$23,595.00	
154	807-FWR01	WOOD POLE & FIXTURE, REMOVE, DISPOSE, BACKFILL VOID	EA	2	\$1,125.00	\$2,250.00	
155	807-FWR03	RISER ASSEMBLY POWER SOURCE, 2 INCH GALVANIZED (WITH 1800W PHOTOCELL ON BRACKET)	EA	4	\$3,390.00	\$13,560.00	
156	801-FWR05	LIGHTING CONDUIT, 1 INCH GRC WITH (3) #6 XHHW-2 CONDUCTORS	LFT	420	\$70.00	\$29,400.00	
157	807-FWR12	WIRE, 3/C #6 XHHW-2, TRAY CABLE IN 1.5" HDPE CONDUIT	LFT	725	\$28.00	\$20,300.00	
158	807-FWR13	CROSS WALK ASSEMBLY, POLE & MAST ARMS	EA	1	\$11,235.00	\$11,235.00	
159	807-FWR14	CROSSWALK SIGN WITH DOWNLIGHTING, LED	EA	1	\$10,675.00	\$10,675.00	
160	807-FWR15	FURNISH & INSTALL, DIRECT BURY WOOD POLE	EA	1	\$2,810.00	\$2,810.00	
161	807-FWR33	LIGHT POLE, RELOCATE	EA	1	\$2,250.00	\$2,250.00	
162	807-FWR37	PULL BOX, 12 IN. X 12 IN. X 6 IN., INSTALL	EA	2	\$1,125.00	\$2,250.00	
163	808-10069	PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT, "ROAD"	EA	2	\$275.00	\$550.00	
164	808-10070	PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT, "XING"	EA	4	\$275.00	\$1,100.00	
165	808-10192	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, PAINT, BIKE SYMBOL	EA	2	\$350.00	\$700.00	
166	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN. (PIANO KEYS)	LFT	1080	\$15.00	\$16,200.00	
167	808-10051	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	210	\$15.00	\$3,150.00	
168	808-FWU-1A	DECORATIVE THERMOPLASTIC (FOR SAFETY)	SYS	400	\$155.00	\$62,000.00	
169	808-FWU-1B	DECORATIVE THERMOPLASTIC TRAIL LOGO	SYS	10	\$1,300.00	\$13,000.00	
Allowance						\$150,000.00	
	170	109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	DOL	1	\$150,000.00	\$150,000.00
Base Bid Total:							\$3,157,219.50

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

COUNCIL DIGEST SHEET

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

Pufferbelly Trail: Ice Way to Washington Center Rd

RFPs & BIDS

Bid/RFP #	0280R
Awarded To	Crosby Excavating, Inc.
Amount	\$3,157,219.50
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	7
Number of Bidders	4
Required Attachments	Council Digest Supplemental, Bid Tabulation, Award, Contract

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	0280R
Sole Source/ Compatibility Justification	N/A

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

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

COUNCIL DIGEST SHEET

COST COMPARISON

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

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Please see Council Digest Supplemental

REQUEST FOR SUSPENSION OF RULES

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

FUNDING SOURCE

<i>Account Information.</i>	
	LIT-ED (CEDIT)
	Next Level Trails Grant from State of Indiana
	Donor funds from Fort Wayne Trails, Inc.



FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Pufferbelly Trail: Ice Way to Washington Center Rd

Action Requested:

Requesting an Ordinance approving the **Pufferbelly Trail: Ice Way to Washington Center Rd** project pursuant to the Board of Public Works Resolution #0280R and an award to **Crosby Excavating, Inc** in the amount of **\$3,157,219.50**.

Note: Crosby Excavating was the lowest, most responsive bidder among 4 bidders. Crosby Excavating's bid was about 5% under the Engineer's Estimate.

Description and Scope of the Work:

Improve the former New York Central Railroad Corridor and sections of Washington Center Road, Coliseum Boulevard and Lima Road by constructing a 12- foot wide asphalt trail from the intersection of Ice Way and Lima Road to Washington Center Road, just west of the Interstate 69 overpass. Nicknamed the "Golden Spike" section of the Pufferbelly Trail, the project includes ADA curb ramps, a trail hub rest area, landscaping, new intersection and mid-block crossing signalization, accessible pedestrian signals (APS), pavement markings for safety, commercial drive approach, bollards, connection to Glenbrook Square Mall and other businesses, drinking water fountains, informational lectern signs, an informational kiosk, bike racks, bike repair station, park benches, picnic tables, a pavilion, wayfinding signage, trash receptacles, drainage structures, lighting, fencing, guardrail and handrailing.

BILL NO. S-24-06-25

REPORT OF COMMITTEE ON PUBLIC WORKS

July 9, 2024

Nathan Hartman Chair

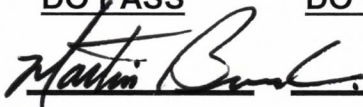
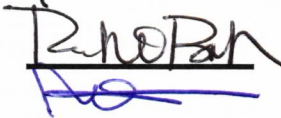



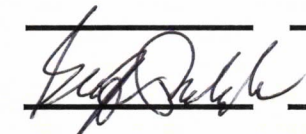
Geoff Paddock Co-Chair

All Council Members

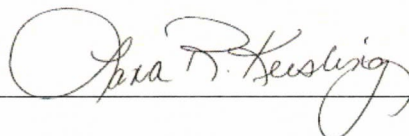
AN ORDINANCE approving CONSTRUCTION CONTRACT – PUFFERBELLY TRAIL: ICE WAY TO WASHINGTON CENTER RD - WORK ORDER #0280R – (\$3,157,219.50) – between CROSBY EXCAVATING, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

Involving a total cost of \$3,157,219.50

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>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</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 Hartman, 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"/>
BOOKER	<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"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 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"/>

DATED: July 9, 2024

LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-24-06-25 on the 9th day of July, 2024

ATTEST:

LANA R. KEESLING
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of July 2024, at the hour of 9:40 o'clock A.M. E.S.T.

LANA R. KEESLING, CITY CLERK

Approved and signed by me this 12th day of July 2024, at the hour of 10:00 o'clock AM E.S.T.

SHARON TUCKER, MAYOR