

3 **AN ORDINANCE** approving CONSTRUCTION  
4 CONTRACT – HARVESTER COMMUNITY PH III  
5 ASPHALT STREET RECONSTRUCTION –  
6 RESOLUTION/WO #0735A – (\$2,398,913.65) between  
7 CROSBY EXCAVATING INC and the City of Fort  
8 Wayne, Indiana, by and through its Board of Public  
9 Works.

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

12 **SECTION 1.** That the CONSTRUCTION CONTRACT -  
13 HARVESTER COMMUNITY PH III ASPHALT STREET RECONSTRUCTION -  
14 RESOLUTION/WO #0735A – between CROSBY EXCAVATING INC and the City  
15 of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby  
16 ratified, and affirmed and approved in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power,  
18 transportation, miscellaneous equipment, etc., necessary to  
19 RECONSTRUCT EDSALL AVENUE FROM PONTIAC  
20 STREET TO REYNOLDS STREET. THIS PROJECT WILL  
21 INVOLVE REMOVING THE EXISTING STREET AND  
22 RECONSTRUCTING THIS ENTIRE STRETCH OF EDSALL  
23 AVENUE IN ASPHALT WITH CURB AND GUTTER ON BOTH  
24 SIDES. THIS PROJECT WILL ALSO INVOLVE SIDEWALK  
25 REPAIRS AND NEW SIDEWALK WHERE THERE IS NONE.  
26 ADA COMPLIANT CURB RAMPS WILL BE CONSTRUCTED,  
27 AND NEW STORM INFRASTRUCTURE WILL BE  
28 INSTALLED INCLUDING SUBSURFACE DRAINAGE  
29 UNDERNEATH THE CURB LINE. EXISTING STREET  
30 LIGHTS WILL BE REPLACED WITH NEWER STREET  
LIGHTS;

involving a total cost of TWO MILLION THREE HUNDRED NINETY-EIGHT  
THOUSAND NINE HUNDRED THIRTEEN AND 65/100 DOLLARS -  
(\$2,398,913.65). A copy of said Contract is on file with the Office of the City Clerk  
and made available for public inspection, according to law.



Bid Date:	Line No.	Item Code	Item Description	Unit	Estimate		RES. NO. / WC 0735A	TOTAL: \$2,844,988.00		TOTAL: \$2,398,913.65		TOTAL: \$2,470,255.80		TOTAL: \$2,496,300.00		TOTAL: \$2,568,510.00		TOTAL: \$2,628,838.00			
					PLAN QTY	AMOUNT Est (\$)		UNIT COST Est (\$)	% over 15.68%	% under 13.17%	% over 0.00%	% under 12.26%	% over 0.00%	% under 9.72%	% over 0.00%	% under 2.95%					
					PLAN QTY	AMOUNT Est (\$)		UNIT COST Est (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
	1	06845	CONSTRUCTION ENGINEERING	LS	1	\$115,000.00	\$115,000.00	\$115,000.00	\$47,050.00	\$25,000.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
	2	09358	INSPECTION HOLE DEEPER THAN 3 FT (LOCATING UTILITY, AUTHORIZED BY PM)	EACH	10	\$825.00	\$8,250.00	\$825.00	\$5,000.00	\$7,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
	3	01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$118,350.00	\$118,350.00	\$118,350.00	\$118,350.00	\$123,512.70	\$110,000.00	\$110,000.00	\$110,000.00	\$90,000.00	\$90,000.00	\$145,000.00	\$145,000.00	\$145,000.00	\$145,000.00	\$145,000.00	
	4	02295	TREE 18" - REMOVE	EACH	2	\$1,500.00	\$3,000.00	\$1,500.00	\$2,000.00	\$800.00	\$800.00	\$800.00	\$800.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	
	5	02260	TREE 30 IN. REMOVE	EACH	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	
	6	06542	RELOCATE (SIGN, INCLUDES VALOK IN CONCRETE WHEN NECESSARY) (UNDISTRIBUTED)	EACH	10	\$750.00	\$7,500.00	\$750.00	\$3,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
	7	91385	INLET REMOVE	EACH	5	\$1,000.00	\$5,000.00	\$1,000.00	\$1,750.00	\$962.75	\$4,813.75	\$550.00	\$550.00	\$1,200.00	\$1,200.00	\$950.00	\$950.00	\$1,250.00	\$1,250.00	\$1,250.00	
	8	95047	MANHOLE REMOVE (UNDISTRIBUTED)	EACH	1	\$2,500.00	\$2,500.00	\$2,500.00	\$450.00	\$1,193.17	\$1,100.00	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	
	9	93615	CONCRETE REMOVE	3000	SYS	\$20.00	\$60,000.00	\$20.00	\$37,500.00	\$19.65	\$58,950.00	\$18.00	\$18.00	\$45,000.00	\$45,000.00	\$7.00	\$7.00	\$21,000.00	\$21,000.00	\$21,000.00	
	10	96133	PIPE REMOVE	LFT	90	\$14.50	\$1,305.00	\$14.50	\$25.00	\$53.83	\$4,844.70	\$29.00	\$29.00	\$2,700.00	\$2,700.00	\$10.00	\$10.00	\$900.00	\$900.00	\$900.00	
	11	02000	EXCAVATION, COMMON (ALSO INCLUDES REMOVAL OF ASPHALT PAVEMENT APPROACHES AND SAW CUTTING)	CYS	3175	\$75.00	\$238,125.00	\$75.00	\$52.50	\$196,687.50	\$45.00	\$142,875.00	\$50.00	\$156,750.00	\$30.00	\$95,250.00	\$65.00	\$65.00	\$208,375.00	\$208,375.00	\$208,375.00
	12	02070	BORROW	CYS	400	\$30.00	\$12,000.00	\$30.00	\$12,000.00	\$65.00	\$26,000.00	\$30.00	\$12,000.00	\$25.00	\$10,000.00	\$14.00	\$5,600.00	\$5,600.00	\$5,600.00	\$5,600.00	
	13	06833	TEMPORARY INLET PROTECTION	35	EACH	\$100.00	\$3,500.00	\$100.00	\$2,450.00	\$80.00	\$2,800.00	\$80.00	\$2,800.00	\$200.00	\$7,000.00	\$60.00	\$2,100.00	\$60.00	\$2,100.00	\$2,100.00	
	14	11796	GEOGRID, TYPE IB (INCLUDES EXCAVATION OF UP TO 12" COMPACTED AGGREGATE NO. 2 (UNDISTRIBUTED) AND CARPED)	3500	SYS	\$5.50	\$19,250.00	\$5.50	\$11.00	\$38,500.00	\$12.00	\$42,000.00	\$10.00	\$35,000.00	\$16.00	\$56,000.00	\$13.00	\$45,500.00	\$45,500.00	\$45,500.00	
	15	FWR0	W/TH 10FFS)	3700	TON	\$30.00	\$111,000.00	\$30.00	\$92,500.00	\$24.00	\$88,800.00	\$26.00	\$96,200.00	\$30.00	\$111,000.00	\$29.00	\$107,300.00	\$29.00	\$107,300.00	\$107,300.00	\$107,300.00
	16	FWR0	COMPACTED AGGREGATE NO. 53	2650	TON	\$35.00	\$92,750.00	\$35.00	\$27,875.00	\$43.50	\$115,275.00	\$30.00	\$79,500.00	\$30.00	\$90,000.00	\$29.00	\$77,550.00	\$29.00	\$77,550.00	\$77,550.00	\$77,550.00
	17	FWR0	COMPACTED AGGREGATE NO. 73 (UNDISTRIBUTED)	110	TON	\$35.00	\$3,850.00	\$35.00	\$5,500.00	\$44.00	\$4,840.00	\$30.00	\$3,300.00	\$40.00	\$14,000.00	\$40.00	\$14,000.00	\$40.00	\$14,000.00	\$14,000.00	\$14,000.00
	18	07490	HMA PATCHING, TYPE B	50	TON	\$185.00	\$9,250.00	\$185.00	\$130.00	\$6,500.00	\$120.00	\$6,000.00	\$120.00	\$6,000.00	\$250.00	\$12,500.00	\$150.00	\$7,500.00	\$7,500.00	\$7,500.00	
	19	FWR0	HMA, B, 64, SURFACE, 0.5 mm	750	TON	\$80.00	\$60,000.00	\$80.00	\$78,750.00	\$94.20	\$70,650.00	\$92.00	\$69,000.00	\$110.00	\$82,500.00	\$90.00	\$67,500.00	\$90.00	\$67,500.00	\$67,500.00	\$67,500.00
	20	FWR0	HMA, B, 64, INTERMEDIATE, 19.0 mm	1500	TON	\$67.00	\$100,500.00	\$67.00	\$112,500.00	\$67.70	\$101,550.00	\$75.00	\$112,500.00	\$92.00	\$138,000.00	\$82.00	\$123,000.00	\$82.00	\$123,000.00	\$123,000.00	\$123,000.00
	21	12347	ASPHALT EMULSION FOR TACK COAT	15	TON	\$600.00	\$9,000.00	\$600.00	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$500.00	\$1,500.00	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00	
	22	FWR0	PCCP, 7 IN. (PARKING LANE)	450	SYS	\$90.00	\$40,500.00	\$90.00	\$71.50	\$32,175.00	\$65.00	\$29,250.00	\$100.00	\$45,000.00	\$60.00	\$27,000.00	\$81.00	\$36,450.00	\$36,450.00	\$36,450.00	
	23	06070	SIDEWALK, CONCRETE	1650	SYS	\$68.00	\$112,200.00	\$68.00	\$123,750.00	\$71.00	\$117,150.00	\$75.00	\$123,750.00	\$63.00	\$103,950.00	\$66.00	\$99,900.00	\$66.00	\$99,900.00	\$99,900.00	\$99,900.00
	24	06086	CURB RAMP, CONCRETE	630	SYS	\$180.00	\$113,400.00	\$180.00	\$116,950.00	\$151.00	\$95,130.00	\$110.00	\$69,300.00	\$160.00	\$100,800.00	\$150.00	\$94,500.00	\$150.00	\$94,500.00	\$94,500.00	\$94,500.00
	25	FWR0	DETECTABLE WARNING SURFACES	40	EACH	\$250.00	\$10,000.00	\$250.00	\$21,000.00	\$340.00	\$13,600.00	\$250.00	\$10,000.00	\$450.00	\$18,000.00	\$170.00	\$6,800.00	\$170.00	\$6,800.00	\$6,800.00	\$6,800.00
	26	44251	STEPS, CONCRETE	3	CYS	\$600.00	\$1,800.00	\$600.00	\$3,250.00	\$2,200.00	\$6,800.00	\$700.00	\$2,100.00	\$3,000.00	\$9,000.00	\$1,700.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	
	27	FWR0	CURFACE SIDEWALK, CONCRETE	1700	SYS	\$75.00	\$127,500.00	\$75.00	\$146,200.00	\$98.00	\$166,600.00	\$100.00	\$170,000.00	\$68.00	\$115,600.00	\$80.00	\$136,000.00	\$80.00	\$136,000.00	\$136,000.00	\$136,000.00
	28	FWR0	SIDEWALK TRENCH CROSSING	1	EACH	\$3,750.00	\$3,750.00	\$3,750.00	\$3,400.00	\$5,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
	29	02278	CURB REMOVE (ALL CURB TYPES)	1820	LFT	\$18.00	\$32,760.00	\$18.00	\$20,020.00	\$7.00	\$12,740.00	\$8.50	\$15,470.00	\$40.00	\$72,800.00	\$10.00	\$18,200.00	\$10.00	\$18,200.00	\$18,200.00	\$18,200.00
	30	06120	CURB, CONCRETE (TYPE III)	60	LFT	\$44.00	\$2,640.00	\$44.00	\$4,680.00	\$73.00	\$4,380.00	\$45.00	\$2,700.00	\$50.00	\$3,000.00	\$57.00	\$3,420.00	\$57.00	\$3,420.00	\$3,420.00	\$3,420.00
	31	06140	CURB AND GUTTER, CONCRETE (TYPE IIB)	6600	LFT	\$42.00	\$277,200.00	\$42.00	\$234,300.00	\$35.50	\$234,300.00	\$24.00	\$168,000.00	\$30.00	\$198,000.00	\$19.00	\$125,400.00	\$19.00	\$125,400.00	\$125,400.00	\$125,400.00
	32	610-	PCCP FOR APPROACHES, 8 IN. (COMMERCIAL AND ALLEY)	800	SYS	\$115.00	\$92,000.00	\$115.00	\$80,000.00	\$94.00	\$75,200.00	\$110.00	\$88,000.00	\$80.00	\$64,000.00	\$98.00	\$78,400.00	\$98.00	\$78,400.00	\$78,400.00	\$78,400.00
	33	06446	PCCP FOR APPROACHES, 6 IN. (RESIDENTIAL)	350	SYS	\$85.00	\$29,750.00	\$85.00	\$33,950.00	\$97.00	\$34,025.00	\$100.00	\$35,000.00	\$90.00	\$31,500.00	\$81.00	\$28,350.00	\$81.00	\$28,350.00	\$28,350.00	\$28,350.00
	34	06232	MAILBOX ASSEMBLY, RESET SINGLE	1	EACH	\$250.00	\$250.00	\$250.00	\$275.00	\$741.08	\$400.00	\$400.00	\$400.00	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	
	35	FWR0	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	5550	SYS	\$3.50	\$19,425.00	\$3.50	\$18,870.00	\$2.85	\$15,817.50	\$2.85	\$15,817.50	\$5.00	\$27,750.00	\$2.85	\$15,817.50	\$2.85	\$15,817.50	\$15,817.50	\$15,817.50
	36	623-	TORSION	1100	TON	\$44.00	\$48,400.00	\$44.00	\$41,800.00	\$32.00	\$35,200.00	\$32.00	\$35,200.00	\$50.00	\$55,000.00	\$32.00	\$35,200.00	\$32.00	\$35,200.00	\$35,200.00	\$35,200.00
	37	FWR2	ARE NOT SPECIFICALLY CALLED OUT ON PLANS)	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	\$36,500.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
	38	94530	ADJUST WATER VALVE TO GRADE (VALVE AND CURB BOXES)	50	EACH	\$450.00	\$22,500.00	\$450.00	\$60.00	\$194.09	\$9,734.50	\$280.00	\$14,000.00	\$250.00	\$12,500.00	\$250.00	\$12,500.00	\$250.00	\$12,500.00	\$12,500.00	
	39	FWR1	PIPE - 12" RCP, CLASS III (COMPLETE IN-PLACE (INCLUDES AGGREGATE))	275	LFT	\$120.00	\$33,000.00	\$120.00	\$23,975.00	\$155.76	\$42,834.00	\$80.00	\$22,000.00	\$170.00	\$46,750.00	\$80.00	\$22,000.00	\$80.00	\$22,000.00	\$22,000.00	\$22,000.00
	40	FWR5	PIPE, TYPE 4, CIRCULAR, 6 IN. (WAS AGGREGATE FOR UNDERDRAIN)	6550	LFT	\$14.00	\$91,700.00	\$14.00	\$75,925.00	\$11.50	\$75,325.00	\$15.00	\$98,250.00	\$13.00	\$85,150.00	\$15.00	\$99,250.00	\$15.00	\$99,250.00	\$99,250.00	\$99,250.00
	41	FWR5	PIPE - 12" HDPE (COMPLETE IN-PLACE (INCLUDES AGGREGATE))	90	LFT	\$95.00	\$8,550.00	\$95.00	\$70.00	\$138.48	\$12,553.20	\$45.00	\$4,050.00	\$104.00	\$8,360.00	\$67.00	\$6,030.00	\$67.00	\$6,030.00	\$6,030.00	\$6,030.00
	42	FWR1	CASTING ADJUST TO GRADE	25	EACH	\$500.00	\$12,500.00	\$500.00	\$80.00	\$391.93	\$9,546.25	\$500.00	\$12,500.00	\$750.00	\$18,750.00	\$500.00	\$12,500.00	\$500.00	\$12,500.00	\$12,500.00	\$12,500.00
	43	FWR1	INLET - PRECAST 30" ROUND INLET (COMPLETE IN-PLACE (INCLUDES AGGREGATE))	21	EACH	\$2,250.00	\$47,250.00	\$2,250.00	\$1,780.00	\$37,380.00	\$74,664.45	\$2,200.00	\$46,200.00	\$1,800.00	\$37,800.00	\$2,100.00	\$44,100.00	\$2,100.00	\$44,100.00	\$44,100.00	\$44,100.00

44	720- FWR3	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	8	EACH	\$750.00	\$6,000.00	\$550.00	\$4,400.00	\$811.00	\$6,486.00	\$650.00	\$5,200.00	\$6,800.00	\$650.00	\$5,200.00
45	720- FWR3	CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE	4	EACH	\$750.00	\$3,000.00	\$550.00	\$2,200.00	\$810.99	\$3,243.96	\$700.00	\$2,800.00	\$4,000.00	\$675.00	\$2,700.00
46	720- FWR3	CASTING - 2" X 2" CURB & GUTTER CASTING & ADJUST TO GRADE	18	EACH	\$900.00	\$16,200.00	\$725.00	\$13,050.00	\$1,144.71	\$20,604.78	\$1,000.00	\$18,000.00	\$17,100.00	\$970.00	\$15,680.00
47	801- FWR0	MAINTENANCE OF TRAFFIC (INCLUDES TO ALL SIGNS/ BARRICADES REQUIRED FOR CLOSING SECTIONS OF THE STREET IN PHASES)	1	LS	\$95,000.00	\$95,000.00	\$61,850.00	\$61,850.00	\$62,493.61	\$62,493.61	\$109,342.50	\$90,000.00	\$90,000.00	\$580,825.50	\$580,825.50
48	807- FWR0	AERIAL CABLE, 2/C #6	150	LF	\$10.00	\$1,500.00	\$5.00	\$750.00	\$115.00	\$2,250.00	\$225.00	\$2,250.00	\$3,750.00	\$115.00	\$2,250.00
49	807- FWR0	WOOD POLE, MAST ARM, FIXTURE, REMOVE, BACKFILL VOID	10	EA	\$1,000.00	\$10,000.00	\$900.00	\$9,000.00	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00	\$28,000.00	\$1,500.00	\$15,000.00
50	807- FWR0	EXISTING WIRE, REMOVE (AERIAL SPAN)	11	EA	\$450.00	\$4,950.00	\$120.00	\$1,320.00	\$500.00	\$5,500.00	\$900.00	\$5,500.00	\$9,900.00	\$500.00	\$5,500.00
51	807- FWR0	RISER ASSEMBLY, POWER SOURCE, 2 INCH, GALVANIZED (WITH 1800 WATT PHOTOCELL ON BRACKET)	4	EA	\$3,000.00	\$12,000.00	\$2,200.00	\$8,800.00	\$7,000.00	\$28,000.00	\$7,000.00	\$28,000.00	\$14,000.00	\$7,000.00	\$28,000.00
52	807- FWR0	MAST ARM & LUMINAIRE, REMOVE	8	EA	\$500.00	\$4,000.00	\$152.00	\$1,216.00	\$500.00	\$4,000.00	\$700.00	\$4,000.00	\$5,600.00	\$500.00	\$4,000.00
53	807- FWR1	WIRE, 3/C #6, XHHW-2 TRAY CABLE IN 1.5" HDPE CONDUIT	30000	LFT	\$25.00	\$75,000.00	\$24.25	\$72,750.00	\$18.00	\$54,000.00	\$18.00	\$54,000.00	\$102,000.00	\$18.00	\$54,000.00
54	807- FWR1	LIGHT FIXTURE TYPE 1	20	EA	\$2,800.00	\$56,000.00	\$2,300.00	\$46,000.00	\$3,000.00	\$60,000.00	\$3,200.00	\$60,000.00	\$64,000.00	\$3,000.00	\$60,000.00
55	807- FWR1	INSTALL THE POLE ADJACENT TO THEM	30	EA	\$2,200.00	\$66,000.00	\$1,815.00	\$54,450.00	\$3,000.00	\$90,000.00	\$3,200.00	\$90,000.00	\$96,000.00	\$3,000.00	\$90,000.00
56	807- 02181	HANDHOLE LIGHTING	3	EA	\$1,500.00	\$4,500.00	\$1,455.00	\$4,365.00	\$2,000.00	\$6,000.00	\$1,750.00	\$6,000.00	\$5,250.00	\$2,000.00	\$6,000.00
57	808- 03714	CONCRETE FOUNDATION, 12" DIAMETER X 48" DEPTH, REBAR & GROUNDING, FOR LIGHT FIXTURE TYPE 1	20	EA	\$1,500.00	\$30,000.00	\$1,450.00	\$29,000.00	\$1,500.00	\$30,000.00	\$1,200.00	\$30,000.00	\$24,000.00	\$1,500.00	\$30,000.00
58	808- 10051	TRANSVERSE MARKING, MULTICOMPONENT, STOP LINE, WHITE, 24 IN	72	LFT	\$16.50	\$1,188.00	\$25.00	\$1,800.00	\$20.00	\$1,440.00	\$20.00	\$1,440.00	\$7,200.00	\$20.00	\$1,440.00
59	808- 10058	TRANSVERSE MARKING, MULTICOMPONENT, CROSSWALK LINE, WHITE, 24 IN	230	LFT	\$16.50	\$3,795.00	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$24.00	\$5,520.00	\$16,100.00	\$24.00	\$5,520.00
60	04288	FORCE ACCOUNT WORK /WORK ALLOWANCE	200000	DOL	\$1.00	\$200,000.00	\$1.00	\$200,000.00	\$1.00	\$200,000.00	\$1.00	\$200,000.00	\$200,000.00	\$1.00	\$200,000.00



## Notice of Award

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Project: Harvester Community Ph III Asphalt Street Reconstruction

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Owner: City of Fort Wayne Board of Works

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Resolution/Work Order #0735A

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Bidder: Crosby Excavating, Inc

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Bidder's Address: 1030 Osage St

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Fort Wayne, IN 46808

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You are notified that your Bid dated 11/14/2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Harvester Community Ph III Asphalt Street Reconstruction

Reconstruct Edsall Avenue from Pontiac Street to Reynolds Street. This project will involve removing the existing street and reconstructing this entire stretch of Edsall Avenue in asphalt with curb and gutter on both sides. This project will also involve sidewalk repairs and new sidewalk where there is none. ADA compliant curb ramps will be constructed, and new storm infrastructure will be installed including subsurface drainage underneath the curb line. Existing street lights will be replaced with newer street lights.

The Contract Price of your Contract is \$2,398,913.65.

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](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**

Handwritten signature of Shan Gunawardena in black ink.

Shan Gunawardena, Chair

Handwritten signature of Kumar Menon in black ink.

Kumar Menon, Member

Handwritten signature of Chris Guerrero in black ink.

Chris Guerrero, Member

ATTEST:

Handwritten signature of Michelle Fulk-Vondran in black ink.

Michelle Fulk-Vondran, Clerk

Date: 11.19.2024

cc: Project Manager

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

Resolution/Work Order #0735A

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: **To reconstruct Edsall Avenue from Pontiac Street to Reynolds Street. This project will involve removing the existing street and reconstructing this entire stretch of Edsall Avenue in asphalt with curb and gutter on both sides. This project will also involve sidewalk repairs and new sidewalk where there is none. ADA compliant curb ramps will be constructed, and new storm infrastructure will be installed including subsurface drainage underneath the curb line. Existing street lights will be replaced with newer street lights.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Harvester Community Ph III Asphalt Street Reconstruction**

## ARTICLE 3—ENGINEER

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

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **12/5/2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **4/24/2026.**

#### 4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **Contractor shall completely shut down the road entirely for the phase currently being worked on but shall work with all businesses and allow necessary access to their facilities during all phases of construction.**
  2. Milestone 2 **Contractor shall work with all utility companies and understand some utilities may need to be relocated as we are still obtaining pothole information.**
  3. Milestone 3 **Phase B (adjacent to the entrance to the parking lot of Adams Elementary) shall be completed between June 2, 2025 & July 25, 2025. Liquidated damages of \$1000/day will be applied for every day this stretch of road is not opened to the school after July 25th.**
  4. Milestone 4 **Common excavation will be paid for at the project plan quantity.**

#### 4.05 *Liquidated Damages*

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

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
  - B. Total of all unit prices **\$2,398,913.65**.

#### 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 **36** sheets with each sheet bearing the following general title: **Harvester Community PH III Asphalt Street Reconstruction**
  7. Addenda (numbers [ **1** ] to [ **2** ], inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Drug Policy Acknowledgement Form (Project Bids under \$150,000.00) or Written copy of Contractors Drug Policy (Project Bids over \$150,000.00)
    - b. E-Verify Affidavit
    - c. Escrow account agreement
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

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

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

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

#### 8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

**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 **0735A**).

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

**CONTRACTOR**

**OWNER**

**Crosby Excavating Inc**

**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)

0735A - Harvester Community Ph III Asphalt Street Reconstruction (#9387611)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

11/14/2024 02:00 PM EST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
Harvester Community Ph III Asphalt Street Reconstruction							\$2,198,913.65
	1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$47,050.00	\$47,050.00
	2	107-09358	INSPECTION HOLE, DEEPER THAN 3 FT (LOCATING UTILITY, AUTHORIZED BY PM)	EACH	10	\$500.00	\$5,000.00
	3	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$118,350.00	\$118,350.00
	4	201-02255	TREE 18", REMOVE	EACH	2	\$1,000.00	\$2,000.00
	5	201-02260	TREE 30 IN., REMOVE	EACH	1	\$4,500.00	\$4,500.00
	6	202-06542	RELOCATE (SIGN, INCLUDES V-LOK IN CONCRETE WHEN NECESSARY) (UNDISTRIBUTED)	EACH	10	\$350.00	\$3,500.00
	7	202-91385	INLET, REMOVE	EACH	5	\$350.00	\$1,750.00
	8	202-93047	MANHOLE, REMOVE (UNDISTRIBUTED)	EACH	1	\$450.00	\$450.00
	9	202-93615	CONCRETE, REMOVE	SYS	3000	\$12.50	\$37,500.00
	10	202-96133	PIPE, REMOVE	LFT	90	\$25.00	\$2,250.00
	11	203-02000	EXCAVATION, COMMON (ALSO INCLUDES REMOVAL OF ASPHALT PAVEMENT APPROACHES AND SAW CUTTING)	CYS	3175	\$52.50	\$166,687.50
	12	203-02070	BORROW	CYS	400	\$30.00	\$12,000.00
	13	205-06983	TEMPORARY INLET PROTECTION	EACH	35	\$70.00	\$2,450.00
	14	214-11796	GEOGRID, TYPE IB (INCLUDES EXCAVATION OF UP TO 12")	SYS	3500	\$11.00	\$38,500.00
	15	301-FWR01	COMPACTED AGGREGATE NO. 2 (UNDISTRIBUTED AND CAPPED WITH 10FFS)	TON	3700	\$25.00	\$92,500.00
	16	301-FWR03	COMPACTED AGGREGATE NO. 53	TON	2650	\$27.50	\$72,875.00
	17	301-FWR04	COMPACTED AGGREGATE NO. 73 (UNDISTRIBUTED)	TON	110	\$50.00	\$5,500.00
	18	304-07490	HMA PATCHING, TYPE B	TON	50	\$130.00	\$6,500.00
	19	402-FWR01	HMA, B. 64, SURFACE, 9.5 mm	TON	750	\$105.00	\$78,750.00
	20	402-FWR06	HMA, B. 64, INTERMEDIATE, 19.0 mm	TON	1500	\$75.00	\$112,500.00
	21	406-12347	ASPHALT EMULSION FOR TACK COAT	TON	15	\$0.15	\$0.15
	22	509-FWR01	PCCP, 7 IN. (PARKING LANE)	SYS	450	\$71.50	\$32,175.00
	23	604-06070	SIDEWALK, CONCRETE	SYS	1650	\$75.00	\$123,750.00
	24	604-08086	CURB RAMP, CONCRETE	SYS	630	\$185.00	\$116,550.00
	25	604-FWR01	DETECTABLE WARNING SURFACES	EACH	40	\$525.00	\$21,000.00
	26	604-44251	STEPS, CONCRETE	CYS	3	\$3,250.00	\$9,750.00
	27	604-FWR05	CURBFACE SIDEWALK, CONCRETE	SYS	1700	\$86.00	\$146,200.00
	28	604-FWR07	SIDEWALK TRENCH CROSSING	EACH	1	\$3,400.00	\$3,400.00
	29	605-02278	CURB, REMOVE (ALL CURB TYPES)	LFT	1820	\$11.00	\$20,020.00
	30	605-06120	CURB, CONCRETE (TYPE III)	LFT	60	\$78.00	\$4,680.00
	31	605-06140	CURB AND GUTTER, CONCRETE (TYPE II-B)	LFT	6600	\$35.50	\$234,300.00
	32	610-07713	PCCP FOR APPROACHES, 8 IN. (COMMERCIAL AND ALLEY)	SYS	800	\$100.00	\$80,000.00
	33	610-08446	PCCP FOR APPROACHES, 6 IN. (RESIDENTIAL)	SYS	350	\$97.00	\$33,950.00
	34	611-08232	MAILBOX ASSEMBLY, RESET SINGLE	EACH	1	\$275.00	\$275.00
	35	621-FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	5550	\$3.40	\$18,870.00
	36	623-FWR19	TOPSOIL	TON	1100	\$38.00	\$41,800.00
	37	623-FWR29	CLEARING RIGHT-OF-WAY (INCLUDES ALL REQUIRED TREES THAT ARE NOT SPECIFICALLY CALLED OUT ON PLANS)	LS	1	\$36,500.00	\$36,500.00
	38	715-94530	ADJUST WATER VALVE TO GRADE (VALVE AND CURB BOXES)	EACH	50	\$80.00	\$4,000.00
	39	715-FWR13	PIPE - 12" RCP, CLASS III (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	LFT	275	\$85.00	\$23,375.00
	40	715-FWR39	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE FOR UNDERDRAIN	LFT	6550	\$11.50	\$75,325.00
	41	715-FWR55	PIPE - 12" HDPE (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	LFT	90	\$70.00	\$6,300.00
	42	720-FWR10	CASTING, ADJUST TO GRADE	EACH	25	\$80.00	\$2,000.00
	43	720-FWR15	INLET - PRECAST 30" ROUND INLET (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	EACH	21	\$1,780.00	\$37,380.00
	44	720-FWR30	CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE	EACH	8	\$550.00	\$4,400.00

45	720-FWR34	CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE	EACH	4	\$550.00	\$2,200.00
46	720-FWR37	CASTING - 2' X 2' CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	18	\$725.00	\$13,050.00
47	801-FWR01	MAINTENANCE OF TRAFFIC (INCLUDES TO ALL SIGNS/ BARRICADES REQUIRED FOR CLOSING SECTIONS OF THE STREET IN PHASES)	LS	1	\$61,850.00	\$61,850.00
48	805-87446	AERIAL CABLE, 2/C #6	LF	150	\$5.00	\$750.00
49	807-FWR01	WOOD POLE, MAST ARM, FIXTURE, REMOVE, BACKFILL VOID	EA	10	\$900.00	\$9,000.00
50	807-FWR02	EXISTING WIRE, REMOVE (AERIAL SPAN)	EA	11	\$120.00	\$1,320.00
51	807-FWR03	RISER ASSEMBLY, POWER SOURCE, 2 INCH, GALVANIZED (WITH 1800 WATT PHOTOCELL ON BRACKET)	EA	4	\$2,200.00	\$8,800.00
52	807-FWR07	MAST ARM & LUMINAIRE, REMOVE	EA	8	\$152.00	\$1,216.00
53	807-FWR12	WIRE, 3/C #6, XHHW-2 TRAY CABLE IN 1.5" HDPE CONDUIT	LFT	3000	\$24.25	\$72,750.00
54	807-FWR18	LIGHT FIXTURE TYPE 1	EA	20	\$2,300.00	\$46,000.00
55	807-FWR18	LIGHT FIXTURE TYPE 2 (INCLUDES LOCATING NEARBY UTILITIES TO INSTALL THE POLE ADJACENT TO THEM)	EA	30	\$1,815.00	\$54,450.00
56	807-02191	HANDHOLE, LIGHTING	EA	3	\$1,455.00	\$4,365.00
57	807-03714	CONCRETE FOUNDATION, 12" DIAMETER X 48" DEPTH, REBAR & GROUNDING, FOR LIGHT FIXTURE TYPE 1	EA	20	\$1,450.00	\$29,000.00
58	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	LFT	72	\$25.00	\$1,800.00
59	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	LFT	230	\$25.00	\$5,750.00
60	109-04299	FORCE ACCOUNT WORK / WORK ALLOWANCE	DOL	200000	\$1.00	\$200,000.00
						\$2,398,913.65

Allowance

**Base Bid Total:**

## 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.

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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.

## Harvester Community Ph III Asphalt Street Reconstruction

### RFPs & BIDS

Bid/RFP #	0735A
Awarded To	Crosby Excavating, Inc
Amount	\$2,398,913.65
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	9
Number of Bidders	5
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>	0735A
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
--	-----

**DESCRIPTION OF PROJECT / NEED**

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	Please see attached 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>	ARPA / LIT-ED



FW PUBLIC WORKS

# Board of Public Works

*In Your Neighborhood*

## COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

### Harvester Community Ph III Asphalt Street Reconstruction

#### Action Requested:

Requesting an Ordinance approving the **Harvester Community Ph III Asphalt Street Reconstruction** project pursuant to the Board of Public Works Resolution #0735A and an award to **Crosby Excavating, Inc** in the amount of **\$ 2,398,913.65**.

Note: Crosby Excavating was the lowest, most responsive bidder among 5 bidders. Crosby Excavating's bid was below the Engineer's Estimate for the project.

#### Description and Scope of the Work:

Reconstruct Edsall Avenue from Pontiac Street to Reynolds Street. This project will involve removing the existing street and reconstructing this entire stretch of Edsall Avenue in asphalt with curb and gutter on both sides. This project will also involve sidewalk repairs and new sidewalk where there is none. ADA compliant curb ramps will be constructed, and new storm infrastructure will be installed including subsurface drainage underneath the curb line. Existing street lights will be replaced with newer street lights.

**BILL NO. S-24-11-32**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**December 3, 2024**

***Nathan Hartman Chair***

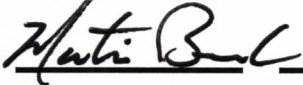
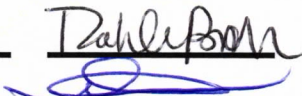




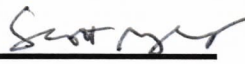
***Geoff Paddock Co-Chair***

***All Council Members***

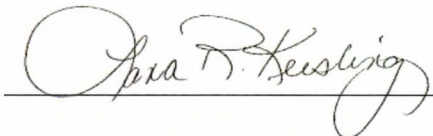
An Ordinance approving Construction Contract – Harvester Community Ph III Asphalt Street Reconstruction – Resolution/WO #0735A – between Crosby Excavating Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$2,398,913.65*

**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

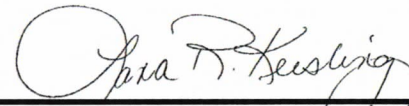
Read the first time in full and on motion by Councilperson Hartman.

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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>

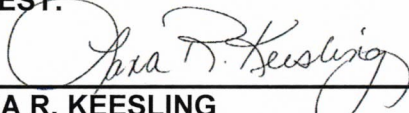
DATED: December 10, 2024

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

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

Special Ordinance No. S-24-11-32 on the 10th day of December, 2024

ATTEST:

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

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

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th of December 2024, at the hour of 11:10 o'clock A.M. E.S.T.

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

Approved and signed by me this 12<sup>th</sup> day of December 2024, at the hour of 8:28 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 SHARON TUCKER, MAYOR

