

1 **BILL NO. S-24-11-34**

2 SPECIAL ORDINANCE NO. S-161-24

3 **AN ORDINANCE** approving CONSTRUCTION  
4 CONTRACT – LEESBURG ROAD EXTENSION –  
5 RESOLUTION/WO #0035A – (\$11,980,765.00)  
6 between MILESTONE CONTRACTORS LP and the  
7 City of Fort Wayne, Indiana, by and through its Board  
8 of Public Works.

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

11 **SECTION 1.** That the CONSTRUCTION CONTRACT - LEESBURG  
12 ROAD EXTENSION – RESOLUTION/WO #0035A – between MILESTONE  
13 CONTRACTORS LP and the City of Fort Wayne, Indiana, in connection with the  
14 Board of Public Works, is hereby ratified, and affirmed and approved in all  
15 respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power,  
17 transportation, miscellaneous equipment, etc., necessary to  
18 EXTEND LEESBURG ROAD FROM W. JEFFERSON  
19 BOULEVARD TO THE INTERSECTION OF W. MAIN  
20 STREET AND LEESBURG ROAD, WHERE A NEW  
21 ROUNDABOUT WILL BE CONSTRUCTED. THE EXISTING  
22 SECTION OF LEESBURG ROAD THAT CROSSES JUNK  
23 DITCH AND TIES INTO W. MAIN STREET WILL BE  
24 REMOVED, ALONG WITH AN OLD PEDESTRIAN BRIDGE  
25 DOWNSTREAM. A NEW CROSSING OF JUNK DITCH WILL  
26 BE BUILT ON A REALIGNED SECTION USING A THREE-  
27 SIDED SMALL STRUCTURE. THE ROADWAY WILL  
28 FEATURE 11-FOOT TRAVEL LANES, CURB AND GUTTER,  
29 A 5-FOOT SIDEWALK, AND STORM SEWER WITH  
30 DRAINAGE SWALES

involving a total cost of ELEVEN MILLION NINE HUNDRED EIGHTY THOUSAND  
SEVEN HUNDRED SIXTY-FIVE AND 00/100 DOLLARS - (\$11,980,765.00). A  
copy of said Contract is on file with the Office of the City Clerk and made available  
for public inspection, according to law.



TOTAL:		\$11,582,117.15		TOTAL:		\$11,980,765.00		TOTAL:		\$12,111,789.00		TOTAL:		\$12,851,635.98	
						3.44% % over		4.57% % over		10.96% % over					
						0.00% % under		0.00% % under		0.00% % under					
Bid Tabulation															
Proj:		Leesburg Rd Extension													
Bid No:		RES. NO. / W.C. 0035A													
Date:		11/14/24													
LINE NO.	ITEM CODE	ITEM	Estimate				BIDDER: Milestone Contract		BIDDER: Brooks Construct		BIDDER: Fleming Excavating				
			PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)			
1	105-06945	CONSTRUCTION ENGINEERING	1	LS	\$195,000.00	\$195,000.00	\$150,182.97	\$150,182.97	\$230,000.00	\$230,000.00	\$115,486.93	\$115,486.93			
2	107-09358	INSPECTION HOLE, DEEPER THAN 3 FT	20	EACH	\$1,000.00	\$20,000.00	\$1,050.00	\$21,000.00	\$950.00	\$19,000.00	\$950.00	\$19,000.00			
3	107-09367	INSPECTION HOLE, 3 FT DEEP OR LESS	20	EACH	\$700.00	\$14,000.00	\$850.00	\$17,000.00	\$750.00	\$15,000.00	\$750.00	\$15,000.00			
4	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$488,000.00	\$488,000.00	\$599,038.00	\$599,038.00	\$600,000.00	\$600,000.00	\$527,499.10	\$527,499.10			
5	201-52370	CLEARING RIGHT OF WAY	1	LS	\$98,000.00	\$98,000.00	\$80,500.00	\$80,500.00	\$108,050.00	\$108,050.00	\$149,920.85	\$149,920.85			
6	202-02240	PAVEMENT REMOVAL	4028	SYS	\$30.00	\$120,840.00	\$16.09	\$64,810.52	\$15.23	\$61,346.44	\$15.23	\$61,346.44			
7	202-02271	HEADWALL, REMOVE	1	EACH	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00			
8	202-02273	CENTER CURB, CONCRETE, REMOVE	581	SYS	\$40.00	\$23,240.00	\$34.43	\$20,003.83	\$28.50	\$16,558.50	\$28.50	\$16,558.50			
9	202-02278	CURB, CONCRETE, REMOVE	758	LFT	\$22.00	\$16,676.00	\$23.04	\$17,464.32	\$18.50	\$14,023.00	\$18.50	\$14,023.00			
10	202-02279	CURB AND GUTTER, REMOVE	1359	LFT	\$32.00	\$43,488.00	\$23.03	\$31,297.77	\$20.50	\$27,859.50	\$20.50	\$27,859.50			
11	202-51330	PRESENT STRUCTURE, STR. NO. 1 OVER JUNK DITCH, REMOVE	1	LS	\$40,000.00	\$40,000.00	\$34,950.13	\$34,950.13	\$71,250.00	\$71,250.00	\$46,000.00	\$46,000.00			
12	202-51330	PRESENT STRUCTURE, STR. NO. 2 OVER JUNK DITCH, REMOVE	1	LS	\$20,000.00	\$20,000.00	\$34,950.13	\$34,950.13	\$66,875.00	\$66,875.00	\$44,850.00	\$44,850.00			
13	202-52710	SIDEWALK CONCRETE, REMOVE	1254	SYS	\$36.00	\$45,144.00	\$17.25	\$21,631.50	\$14.50	\$18,183.00	\$14.50	\$18,183.00			
14	202-91385	INLET, REMOVE	23	EACH	\$700.00	\$16,100.00	\$800.00	\$18,400.00	\$800.00	\$18,400.00	\$800.00	\$18,400.00			
15	202-91940	FENCE, CHAIN, LINK, REMOVE	37	LFT	\$25.00	\$925.00	\$35.00	\$1,295.00	\$35.00	\$1,295.00	\$35.00	\$1,295.00			
16	202-93047	MANHOLE, REMOVE	7	EACH	\$1,100.00	\$7,700.00	\$1,100.00	\$7,700.00	\$1,100.00	\$7,700.00	\$1,100.00	\$7,700.00			
17	202-93763	LIGHT STANDARD AND FOUNDATION, REMOVE	5	EACH	\$1,400.00	\$7,000.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$1,650.00	\$8,250.00			
18	202-94747	POST, REMOVE	126	EACH	\$50.00	\$6,300.00	\$20.00	\$2,520.00	\$20.00	\$2,520.00	\$20.00	\$2,520.00			
19	202-95977	CURB WALK INTEGRAL, REMOVE	664	SYS	\$36.00	\$23,904.00	\$28.69	\$19,050.16	\$23.50	\$15,604.00	\$23.50	\$15,604.00			
20	202-96133	PIPE, REMOVE	1908	LFT	\$30.00	\$57,240.00	\$12.21	\$23,296.68	\$17.45	\$33,294.60	\$17.45	\$33,294.60			
21	202-96391	MAST ARM, REMOVE	8	EACH	\$500.00	\$4,000.00	\$850.00	\$6,800.00	\$850.00	\$6,800.00	\$935.00	\$7,480.00			
22	203-02000	EXCAVATION, COMMON	27175	CYS	\$31.00	\$842,425.00	\$32.65	\$887,263.75	\$38.00	\$1,032,650.00	\$32.65	\$887,263.75			
23	203-02070	BORROW	20575	CYS	\$18.00	\$370,350.00	\$18.17	\$373,847.75	\$19.67	\$404,710.25	\$18.17	\$373,847.75			
24	203-51223	EXCAVATION, WATERWAY	270	CYS	\$130.00	\$35,100.00	\$84.54	\$22,825.80	\$56.00	\$15,120.00	\$40.00	\$10,800.00			
25	205-11626	PUMP AROUND	1	EACH	\$30,000.00	\$30,000.00	\$39,265.71	\$39,265.71	\$35,000.00	\$35,000.00	\$26,200.00	\$26,200.00			
26	205-12108	STORM WATER MANAGEMENT BUDGET	126160	DOL	\$1.00	\$126,160.00	\$1.00	\$126,160.00	\$1.00	\$126,160.00	\$1.00	\$126,160.00			
27	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	1	LS	\$56,580.00	\$56,580.00	\$5,000.00	\$5,000.00	\$60,000.00	\$60,000.00	\$29,700.00	\$29,700.00			
28	205-12618	SWQCP PREPARATION	1	LS	\$7,500.00	\$7,500.00	\$3,750.00	\$3,750.00	\$2,400.00	\$2,400.00	\$3,850.00	\$3,850.00			
29	206-51220	EXCAVATION, WET	25	CYS	\$200.00	\$5,000.00	\$120.54	\$3,013.50	\$80.00	\$2,000.00	\$75.00	\$1,875.00			
30	207-06265	SUBGRADE TREATMENT, TYPE III	252	SYS	\$10.00	\$2,520.00	\$25.00	\$6,300.00	\$25.00	\$6,300.00	\$25.00	\$6,300.00			
31	207-09935	SUBGRADE TREATMENT, TYPE IC	17562	SYS	\$35.00	\$614,670.00	\$21.20	\$372,314.40	\$22.38	\$393,037.56	\$22.38	\$393,037.56			
32	211-02050	B BORROW	335	CYS	\$65.00	\$21,775.00	\$25.12	\$8,415.20	\$25.12	\$8,415.20	\$25.12	\$8,415.20			
33	211-09265	STRUCTURE BACKFILL, TYPE 2	6151	CYS	\$63.00	\$387,513.00	\$53.00	\$326,003.00	\$52.03	\$320,036.53	\$57.24	\$352,083.24			
34	211-09266	STRUCTURE BACKFILL, TYPE 3	361	CYS	\$120.00	\$43,320.00	\$184.66	\$66,662.26	\$28.75	\$10,378.75	\$28.75	\$10,378.75			
35	214-12239	GEOTEXTILE FOR PAVEMENT TYPE 2B	12695	SYS	\$4.00	\$50,780.00	\$5.16	\$65,506.20	\$5.16	\$65,506.20	\$5.16	\$65,506.20			
36	301-12291	COMPACTED AGGREGATE NO. 2	22	CYS	\$155.00	\$3,410.00	\$520.00	\$11,440.00	\$500.00	\$11,000.00	\$237.14	\$5,217.08			
37	301-12234	COMPACTED AGGREGATE NO. 53	711	CYS	\$95.00	\$67,545.00	\$45.75	\$32,528.25	\$77.59	\$55,166.49	\$57.06	\$40,569.66			
38	303-01180	COMPACTED AGGREGATE NO. 53	103	TON	\$77.00	\$7,931.00	\$54.65	\$5,628.95	\$44.33	\$4,565.99	\$38.57	\$3,972.71			
39	303-09210	COMPACTED AGGREGATE NO. 53 TEMPORARY FOR DRIVEWAYS	200	TON	\$90.00	\$18,000.00	\$38.57	\$7,714.00	\$38.57	\$7,714.00	\$38.57	\$7,714.00			
40	304-12623	HMA PATCHING FULL DEPTH, TYPE B	390	TON	\$230.00	\$89,700.00	\$140.00	\$54,600.00	\$140.00	\$54,600.00	\$154.00	\$60,060.00			
41	304-12625	HMA PATCHING FULL DEPTH, TYPE C	450	TON	\$230.00	\$103,500.00	\$140.00	\$63,000.00	\$140.00	\$63,000.00	\$154.00	\$69,300.00			
42	305-09573	BRICK PAVEMENT, REMOVE AND SALVAGE	917	SYS	\$150.00	\$137,550.00	\$43.00	\$39,611.00	\$43.00	\$40,171.00	\$52.25	\$48,082.25			
43	306-08034	MILLING, ASPHALT, 1 1/2 IN.	8197	SYS	\$4.00	\$32,788.00	\$6.44	\$52,788.68	\$3.80	\$29,509.20	\$4.95	\$40,575.15			
44	402-FWR01	HMA, B, 64, SURFACE, 9.5 mm	1259	TON	\$110.00	\$138,490.00	\$92.00	\$115,828.00	\$85.00	\$107,015.00	\$101.20	\$127,410.80			
45	402-FWR06	HMA, B, 64, INTERMEDIATE, 19.0 mm	1931	TON	\$95.00	\$183,445.00	\$70.00	\$135,170.00	\$74.00	\$142,894.00	\$77.00	\$148,687.00			
46	402-FWR07	HMA, B, 64, BASE, 25.0 mm	4346	TON	\$80.00	\$347,680.00	\$70.00	\$304,220.00	\$74.00	\$321,604.00	\$77.00	\$334,642.00			
47	402-FWR09	JOINT ADHESIVE, SURFACE	11253	LFT	\$0.80	\$9,002.40	\$0.50	\$5,626.50	\$0.40	\$4,501.20	\$0.55	\$6,189.15			
48	402-FWR10	JOINT ADHESIVE, INTERMEDIATE	9211	LFT	\$0.75	\$6,908.25	\$0.75	\$6,908.25	\$0.55	\$5,066.05	\$0.83	\$7,645.13			
49	402-FWR11	LIQUID ASPHALT SEALANT	11253	LFT	\$0.35	\$3,938.55	\$0.25	\$2,813.25	\$0.17	\$1,913.01	\$0.83	\$9,339.99			
50	402-FWR17	HMA, C, 64, SURFACE, 9.5 mm	421	TON	\$175.00	\$73,675.00	\$125.00	\$52,625.00	\$100.00	\$42,100.00	\$137.50	\$57,887.50			
51	405-05520	ASPHALT FOR TACK COAT	18	TON	\$600.00	\$10,800.00	\$600.00	\$10,800.00	\$800.00	\$14,400.00	\$660.00	\$11,880.00			
52	502-FWR03	PCCP, 9 IN. STAMPED, COLORED	853	SYS	\$140.00	\$119,420.00	\$323.00	\$275,519.00	\$177.00	\$150,981.00	\$275.00	\$234,575.00			
53	502-FWR03	PCCP, 6 IN. STAMPED, COLORED	263	SYS	\$140.00	\$36,820.00	\$289.00	\$76,007.00	\$154.00	\$40,502.00	\$247.50	\$65,092.50			
54	604-05240	D-1 CONTRACTION JOINT	606	LFT	\$30.00	\$18,180.00	\$22.50	\$13,635.00	\$14.00	\$8,484.00	\$19.25	\$11,665.50			
55	601-02241	GUARDRAIL REMOVE	168	LFT	\$20.00	\$3,360.00	\$15.00	\$2,520.00	\$15.00	\$2,520.00	\$12.50	\$2,100.00			
56	601-05999	CURVED TERMINAL END	2	EACH	\$200.00	\$400.00	\$100.00	\$200.00	\$100.00	\$200.00	\$115.00	\$230.00			
57	601-12281	GUARDRAIL, MGS W-BEAM, 6 FT 3 IN. SPACING	25	LFT	\$35.00	\$875.00	\$120.00	\$3,000.00	\$120.00	\$3,000.00	\$132.00	\$3,300.00			
58	603-01947	GATE BARRICADE, CHAIN	1	EACH	\$3,000.00	\$3,000.00	\$3,925.00	\$3,925.00	\$3,925.00	\$3,925.00	\$4,317.50	\$4,317.50			
59	604-06070	SIDEWALK, CONCRETE	2560	SYS	\$75.00	\$192,000.00	\$87.75	\$224,640.00	\$62.00	\$158,720.00	\$81.95	\$209,792.00			
60	604-07092	BED COURSE MATERIAL	367	TON	\$80.00	\$29,360.00	\$28.57	\$10,485.19	\$28.57	\$10,485.19	\$28.57	\$10,485.19			
61	604-08086	CURB RAMP, CONCRETE	360	SYS	\$215.00	\$77,400.00	\$175.00	\$63,000.00	\$200.00	\$72,000.00	\$191.53	\$68,950.80			
62	604-FWR01	DETECTABLE WARNING SURFACES	62	SYS	\$300.00	\$18,600.00	\$275.00	\$17,050.00	\$175.00	\$10,850.00	\$396.75	\$22,118.50			
63	604-FWR05	CURBFACE SIDEWALK, CONCRETE, MODIFIED	68	SYS	\$100.00	\$6,800.00	\$135.98	\$9,246.64	\$113.00	\$7,684.00	\$127.00	\$8,636.00			

64	605-06290	CURB, INTEGRAL CONCRETE	160	LFT	\$50.00	\$8,000.00	\$33.26	\$5,321.60	\$50.00	\$8,000.00	\$31.06	\$4,969.60
65	605-06240	CENTER CURB, A CONCRETE, MODIFIED, COLORED	61	SYS	\$250.00	\$15,250.00	\$256.10	\$15,622.10	\$258.00	\$15,738.00	\$234.89	\$14,328.29
66	605-06255	CENTER CURB, D CONCRETE	421	SYS	\$190.00	\$79,990.00	\$200.62	\$84,461.02	\$139.00	\$58,519.00	\$167.38	\$78,886.98
67	605-09131	CURB AND GUTTER, TURNOUT CONCRETE	66	LFT	\$220.00	\$14,520.00	\$219.69	\$14,499.54	\$113.00	\$7,458.00	\$205.18	\$13,541.88
68	605-FWR02	CURB, CONCRETE, I-B	560	LFT	\$50.00	\$28,000.00	\$58.93	\$33,000.80	\$25.00	\$14,000.00	\$55.04	\$30,822.40
69	605-FWR04	CURB, CONCRETE, II-B	547	LFT	\$32.00	\$17,504.00	\$58.95	\$32,245.65	\$24.00	\$13,128.00	\$55.06	\$30,117.82
70	605-FWR04	CURB, CONCRETE, II-B, MODIFIED	6982	LFT	\$32.00	\$223,424.00	\$28.75	\$200,732.50	\$24.00	\$167,568.00	\$29.70	\$207,365.40
71	605-FWR05	CURB, CONCRETE, III	2155	LFT	\$50.00	\$107,750.00	\$45.14	\$97,276.70	\$21.00	\$45,255.00	\$42.16	\$90,854.80
72	605-FWR05	CURB, CONCRETE, III, MODIFIED	214	LFT	\$75.00	\$16,050.00	\$63.67	\$13,625.38	\$56.00	\$11,984.00	\$59.47	\$12,726.58
73	605-FWU03	CURB, CONCRETE, I-B, MODIFIED	340	LFT	\$50.00	\$17,000.00	\$42.79	\$14,548.60	\$33.00	\$11,220.00	\$39.96	\$13,586.40
74	610-07487	HMA FOR APPROACHES, TYPE B	149	TON	\$200.00	\$29,800.00	\$125.00	\$18,625.00	\$130.00	\$19,370.00	\$137.50	\$20,487.50
75	610-07713	PCCP FOR APPROACHES, 8 IN.	1334	SYS	\$120.00	\$160,080.00	\$118.07	\$157,505.38	\$94.00	\$125,396.00	\$110.28	\$147,113.52
76	610-08446	PCCP FOR APPROACHES, 6 IN.	434	SYS	\$105.00	\$45,570.00	\$98.75	\$42,857.50	\$94.00	\$40,796.00	\$108.97	\$47,292.98
77	611-06233	MAILBOX ASSEMBLY, RESET DOUBLE	1	EACH	\$500.00	\$500.00	\$950.00	\$950.00	\$950.00	\$950.00	\$850.00	\$850.00
78	616-06405	RIPRAP, REVETMENT	1556	TON	\$75.00	\$116,700.00	\$224.22	\$348,886.32	\$63.45	\$98,728.20	\$47.75	\$74,299.00
79	616-07266	COIR ROLL	410	LFT	\$50.00	\$20,500.00	\$34.00	\$13,940.00	\$34.00	\$13,940.00	\$25.41	\$10,418.10
80	616-12245	GEOTEXTILE FOR RIPRAP TYPE 1A	1704	SYS	\$5.00	\$8,520.00	\$5.41	\$9,218.64	\$8.64	\$14,722.56	\$4.27	\$7,276.08
81	616-12248	GEOTEXTILE FOR RIPRAP TYPE 2A	105	SYS	\$10.00	\$1,050.00	\$4.66	\$489.30	\$4.66	\$489.30	\$4.66	\$489.30
82	617-FWR03	TRAIL STEEL ORNAMENTAL FENCING, 42 IN.	546	LFT	\$200.00	\$109,200.00	\$79.75	\$43,543.50	\$79.75	\$43,543.50	\$91.71	\$50,073.66
83	621-02770	EROSION CONTROL BLANKET	11855	SYS	\$3.00	\$35,565.00	\$0.95	\$11,262.25	\$0.95	\$11,262.25	\$0.98	\$11,617.90
84	621-06574	SODDING	960	SYS	\$12.00	\$11,520.00	\$8.00	\$7,680.00	\$8.00	\$7,680.00	\$10.06	\$9,657.60
85	621-06575	SODDING, NURSERY	508	SYS	\$20.00	\$10,160.00	\$8.00	\$4,064.00	\$8.00	\$4,064.00	\$10.06	\$5,110.48
86	621-08161	PERMANENT TURF REINFORCEMENT MAT	9	SYS	\$100.00	\$900.00	\$237.00	\$2,133.00	\$237.00	\$2,133.00	\$373.75	\$3,363.75
87	621-09508	INVASIVE SPECIES CONTROL	1	LS	\$3,300.00	\$3,300.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$73,600.00	\$73,600.00
88	621-52448	SIGN, DO NOT SPRAY	7	EACH	\$100.00	\$700.00	\$125.00	\$875.00	\$125.00	\$875.00	\$115.00	\$805.00
89	622-05639	PLANT, DECIDUOUS SHRUB, 18 IN. TO 24 IN.	176	EACH	\$80.00	\$14,080.00	\$85.00	\$14,960.00	\$95.00	\$16,720.00	\$63.25	\$11,132.00
90	622-05648	PLANT, DECIDUOUS TREE, SINGLE STEM, 1.25 IN. OR UNDER	351	EACH	\$170.00	\$59,670.00	\$272.00	\$95,472.00	\$292.00	\$102,492.00	\$149.50	\$52,474.50
91	622-07529	MONUMENT, LIMESTONE	1	LS	\$425,000.00	\$425,000.00	\$531,000.00	\$531,000.00	\$571,680.00	\$571,680.00	\$591,848.00	\$591,848.00
92	622-07529	MONUMENT, FOUNDATION	1	LS	\$150,000.00	\$150,000.00	\$43,000.00	\$43,000.00	\$40,000.00	\$40,000.00	\$46,000.00	\$46,000.00
93	623-FWR18	TOPSOIL	3535	CYS	\$65.00	\$229,775.00	\$34.00	\$120,190.00	\$34.00	\$120,190.00	\$51.00	\$180,285.00
94	623-FWR20	HARDWOOD MULCH	197	CYS	\$110.00	\$21,670.00	\$70.00	\$13,790.00	\$70.00	\$13,790.00	\$74.75	\$14,725.75
95	623-FWR21	SEED, PARK MIX	645	LBS	\$15.00	\$9,675.00	\$8.95	\$5,772.75	\$8.95	\$5,772.75	\$3.68	\$2,373.60
96	623-FWR21	SEED, NATIVE FLOODPLAIN MIX	21	LBS	\$190.00	\$3,990.00	\$145.00	\$3,045.00	\$145.00	\$3,045.00	\$224.25	\$4,709.25
97	623-FWR23	FERTILIZER, FOR PERMANENT SEEDING	539	LBS	\$4.00	\$2,156.00	\$1.00	\$539.00	\$1.00	\$539.00	\$3.39	\$1,827.21
98	623-FWR24	MULCHING MATERIAL	2	TON	\$800.00	\$1,600.00	\$875.00	\$1,750.00	\$875.00	\$1,750.00	\$1,035.00	\$2,070.00
99	623-FWR25	MULCHED SEEDING, PARK MIX	19182	SYS	\$2.00	\$38,364.00	\$2.75	\$52,750.50	\$2.75	\$52,750.50	\$2.30	\$44,118.60
100	623-FWR30	WATER	10021	GAL	\$0.05	\$501.05	\$1.00	\$10,021.00	\$1.00	\$10,021.00	\$1.15	\$11,524.15
101	624-92847	HERBICIDE TREATMENT	1	ACRE	\$4,700.00	\$4,700.00	\$750.00	\$750.00	\$750.00	\$750.00	\$488.75	\$488.75
102	714-000086	WATERPROOFING MEMBRANE, TYPE 2	4584	SFT	\$7.50	\$34,380.00	\$8.00	\$36,672.00	\$8.00	\$36,672.00	\$9.20	\$42,172.80
103	715-03877	PIPE DUCTILE IRON 18 IN.	20	LFT	\$150.00	\$3,000.00	\$240.00	\$4,800.00	\$240.00	\$4,800.00	\$250.00	\$5,000.00
104	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	1014	LFT	\$17.00	\$17,238.00	\$15.84	\$16,061.76	\$23.69	\$24,021.66	\$23.69	\$24,021.66
105	715-05053	PIPE, UNDERDRAIN, OUTLET 6 IN.	63	LFT	\$35.00	\$2,205.00	\$20.20	\$1,272.60	\$46.60	\$2,935.80	\$46.60	\$2,935.80
106	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	1836	LFT	\$80.00	\$146,880.00	\$106.04	\$194,689.44	\$106.04	\$194,689.44	\$106.04	\$194,689.44
107	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	620	LFT	\$100.00	\$62,000.00	\$130.46	\$80,885.20	\$130.46	\$80,885.20	\$130.46	\$80,885.20
108	715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	558	LFT	\$110.00	\$61,380.00	\$179.32	\$100,060.56	\$179.32	\$100,060.56	\$179.32	\$100,060.56
109	715-05154	PIPE, TYPE 2, CIRCULAR, 24 IN.	968	LFT	\$130.00	\$125,840.00	\$193.26	\$187,075.68	\$193.26	\$187,075.68	\$193.26	\$187,075.68
110	715-05169	PIPE, TYPE 3, CIRCULAR, 15 IN.	57	LFT	\$120.00	\$6,840.00	\$74.37	\$4,239.09	\$74.37	\$4,239.09	\$74.37	\$4,239.09
111	715-05177	PIPE, TYPE 3, CIRCULAR, 36 IN.	29	LFT	\$150.00	\$4,350.00	\$216.29	\$6,272.41	\$216.29	\$6,272.41	\$216.29	\$6,272.41
112	715-05208	PIPE, TYPE 4, CIRCULAR, 15 IN.	112	LFT	\$135.00	\$15,120.00	\$94.72	\$10,608.64	\$94.72	\$10,608.64	\$94.72	\$10,608.64
113	715-05209	PIPE, TYPE 4, CIRCULAR, 18 IN.	201	LFT	\$165.00	\$33,165.00	\$109.71	\$22,051.71	\$109.71	\$22,051.71	\$109.71	\$22,051.71
114	715-05212	PIPE, TYPE 4, CIRCULAR, 24 IN.	194	LFT	\$195.00	\$37,830.00	\$111.71	\$21,671.74	\$111.71	\$21,671.74	\$111.71	\$21,671.74
115	715-05411	PIPE, SANITARY SEWER, 12 IN., PVC SDR 26	166	LFT	\$220.00	\$36,520.00	\$352.09	\$58,446.94	\$352.09	\$58,446.94	\$352.09	\$58,446.94
116	715-05711	PIPE, SANITARY SEWER, 6 IN., PVC SDR 35	327	LFT	\$75.00	\$24,525.00	\$51.09	\$16,706.43	\$51.09	\$16,706.43	\$51.09	\$16,706.43
117	715-05711	PIPE, SANITARY SEWER, 6 IN., PVC SDR 21	79	LFT	\$100.00	\$7,900.00	\$90.82	\$7,174.78	\$90.82	\$7,174.78	\$90.82	\$7,174.78
118	715-08250	PIPE DUCTILE IRON 12 IN.	101	LFT	\$150.00	\$15,150.00	\$336.55	\$33,991.55	\$336.55	\$33,991.55	\$336.55	\$33,991.55
119	715-46000	PIPE END SECTION, DIAMETER 12 IN.	2	EACH	\$1,225.00	\$2,450.00	\$418.00	\$836.00	\$418.00	\$836.00	\$418.00	\$836.00
120	715-46005	PIPE END SECTION, DIAMETER 15 IN.	3	EACH	\$1,225.00	\$3,675.00	\$504.00	\$1,512.00	\$504.00	\$1,512.00	\$504.00	\$1,512.00
121	715-46020	PIPE END SECTION, DIAMETER 24 IN.	3	EACH	\$2,000.00	\$6,000.00	\$732.00	\$2,196.00	\$732.00	\$2,196.00	\$732.00	\$2,196.00
122	715-46040	PIPE END SECTION, DIAMETER 36 IN.	2	EACH	\$2,800.00	\$5,600.00	\$1,471.00	\$2,942.00	\$1,471.00	\$2,942.00	\$1,471.00	\$2,942.00
123	718-12307	GEOTEXTILE FOR UNDERDRAINS, TYPE 2A	1667	SYS	\$3.00	\$5,001.00	\$4.82	\$8,034.94	\$4.38	\$7,301.46	\$4.38	\$7,301.46
124	718-52610	AGGREGATE FOR UNDERDRAINS	220	CYS	\$85.00	\$18,700.00	\$74.15	\$16,313.00	\$67.50	\$14,850.00	\$67.50	\$14,850.00
125	720-01894	CASTING, FURNISH AND ADJUST TO GRADE, TYPE C4	1	EACH	\$2,100.00	\$2,100.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
126	720-01894	CASTING, FURNISH AND ADJUST TO GRADE, TYPE C8	1	EACH	\$2,100.00	\$2,100.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
127	720-01894	CASTING, FURNISH AND ADJUST TO GRADE, TYPE C1	6	EACH	\$2,100.00	\$12,600.00	\$750.00	\$4,500.00	\$750.00	\$4,500.00	\$750.00	\$4,500.00
128	720-45605	STRUCTURE, MANHOLE, RECONSTRUCTED	36	LFT	\$1,100.00	\$39,600.00	\$2,750.00	\$99,000.00	\$2,750.00	\$99,000.00	\$2,750.00	\$99,000.00
129	720-FWR01	MANHOLE - 48" STORM, W/ CASTING TYPE C4	21	EACH	\$5,000.00	\$105,000.00	\$2,930.00	\$61,530.00	\$2,930.00	\$61,530.00	\$2,930.00	\$61,530.00
130	720-FWR01	MANHOLE - 48" STORM, W/ CASTING TYPE C6	1	EACH	\$5,000.00	\$5,000.00	\$3,056.00	\$3,056.00	\$3,056.00	\$3,056.00	\$3,056.00	\$3,056.00
131	720-FWR01	MANHOLE - 48" STORM, W/ CASTING TYPE C11	3	EACH	\$5,000.00	\$15,000.00	\$3,444.00	\$10,332.00	\$3,444.00	\$10,332.00	\$3,444.00	\$10,332.00
132	720-FWR01	MANHOLE - 48" STORM, W/ NEENAH CASTING R-3501-TL	1	EACH	\$5,000.00	\$5,000.00	\$3,326.00	\$3,326.00	\$3,326.00	\$3,326.00	\$3,326.00	\$3,326.00

133	720-FWR01	MANHOLE - 48" STORM, W/ NEENAH CASTING R-3501-TR	3	EACH	\$5,000.00	\$15,000.00	\$3,271.00	\$9,813.00	\$3,271.00	\$9,813.00	\$3,271.00	\$9,813.00
134	720-FWR01	MANHOLE - 48" STORM, W/ CASTING TYPE C8	11	EACH	\$5,000.00	\$55,000.00	\$3,020.00	\$33,220.00	\$3,020.00	\$33,220.00	\$3,020.00	\$33,220.00
135	720-FWR02	MANHOLE - 48" SANITARY, W/ CASTING TYPE C1	5	EACH	\$5,000.00	\$25,000.00	\$3,938.00	\$19,690.00	\$3,938.00	\$19,690.00	\$3,938.00	\$19,690.00
136	720-FWR03	MANHOLE - 60" STORM, W/ CASTING TYPE C11	1	EACH	\$7,000.00	\$7,000.00	\$6,416.00	\$6,416.00	\$6,416.00	\$6,416.00	\$6,416.00	\$6,416.00
137	720-FWR03	MANHOLE - 60" STORM, W/ CASTING TYPE C4	1	EACH	\$7,000.00	\$7,000.00	\$5,534.00	\$5,534.00	\$5,534.00	\$5,534.00	\$5,534.00	\$5,534.00
138	720-FWR10	CASTING, ADJUST TO GRADE, INLET	1	EACH	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
139	720-FWR10	CASTING, ADJUST TO GRADE, STORM MANHOLE	2	EACH	\$1,200.00	\$2,400.00	\$650.00	\$1,300.00	\$650.00	\$1,300.00	\$650.00	\$1,300.00
140	720-FWR10	CASTING, ADJUST TO GRADE, SANITARY MANHOLE	4	EACH	\$1,200.00	\$4,800.00	\$850.00	\$3,400.00	\$850.00	\$3,400.00	\$850.00	\$3,400.00
141	720-FWR10	CASTING, ADJUST TO GRADE, FRONTIER MANHOLE	4	EACH	\$1,200.00	\$4,800.00	\$2,150.00	\$8,600.00	\$2,342.00	\$9,368.00	\$2,150.00	\$8,600.00
142	720-FWR15	INLET - PRECAST 30" ROUND INLET, W/ CASTING TYPE C10	2	EACH	\$3,500.00	\$7,000.00	\$2,342.00	\$4,684.00	\$2,468.00	\$4,936.00	\$2,342.00	\$4,684.00
143	720-FWR19	INLET - 2' X 2' INLET, W/ NEENAH CASTING R-3501-TL	2	EACH	\$3,500.00	\$7,000.00	\$2,468.00	\$4,936.00	\$3,046.00	\$6,092.00	\$2,468.00	\$4,936.00
144	720-FWR20	INLET - 2' X 3' INLET, W/ CASTING TYPE C11	42	EACH	\$3,500.00	\$147,000.00	\$3,046.00	\$127,932.00	\$2,421.00	\$101,682.00	\$3,046.00	\$127,932.00
145	720-FWR21	INLET - 30' X 30' INLET, W/ CASTING TYPE C8	11	EACH	\$2,800.00	\$30,800.00	\$2,421.00	\$26,631.00	\$6,582.00	\$72,402.00	\$2,421.00	\$26,631.00
146	721-43025	AUTOMATIC DRAINAGE GATE, 15 IN.	1	EACH	\$10,000.00	\$10,000.00	\$6,582.00	\$6,582.00	\$11,659.00	\$11,659.00	\$6,582.00	\$6,582.00
147	721-43020	AUTOMATIC DRAINAGE GATE, 24 IN.	1	EACH	\$15,000.00	\$15,000.00	\$11,659.00	\$11,659.00	\$7,500.00	\$11,659.00	\$11,659.00	\$11,659.00
148	723-11203	STRUCTURE REINFORCED CONCRETE THREE-SIDED SECTIONS, 192 IN. X 222 IN.	78	LFT	\$5,000.00	\$390,000.00	\$13,263.65	\$1,034,964.70	\$12,500.00	\$975,000.00	\$14,375.00	\$1,121,250.00
149	732-11770	AGGREGATE FOR DRAINAGE FILL	137	CYS	\$100.00	\$13,700.00	\$193.38	\$26,493.06	\$68.00	\$9,316.00	\$123.75	\$16,953.75
150	732-11810	MODULAR BLOCK WALL, LARGE UNIT	3255	SFT	\$40.00	\$130,200.00	\$49.00	\$159,495.00	\$41.50	\$135,082.50	\$51.04	\$166,135.20
151	732-11811	MODULAR BLOCK WALL ERECTION	3255	SFT	\$40.00	\$130,200.00	\$31.25	\$101,718.75	\$43.75	\$142,406.25	\$40.25	\$131,013.75
152	801-04308	ROAD CLOSURE SIGN ASSEMBLY	14	EACH	\$315.00	\$4,410.00	\$600.00	\$8,400.00	\$261.00	\$3,654.00	\$300.15	\$4,202.10
153	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	8024	LFT	\$2.00	\$16,048.00	\$1.75	\$14,042.00	\$1.31	\$10,511.44	\$1.51	\$12,116.24
154	801-06225	DETOUR ROUTE MARKER ASSEMBLY	30	EACH	\$140.00	\$4,200.00	\$275.00	\$8,250.00	\$156.00	\$4,650.00	\$178.25	\$5,347.50
155	801-06540	CONSTRUCTION SIGN, A	19	EACH	\$230.00	\$4,370.00	\$250.00	\$4,750.00	\$209.00	\$3,971.00	\$240.35	\$4,566.65
156	801-06645	CONSTRUCTION SIGN, B	43	EACH	\$130.00	\$5,590.00	\$250.00	\$10,750.00	\$105.00	\$4,515.00	\$120.75	\$5,192.25
157	801-06710	FLASHING ARROW SIGN	150	DAY	\$20.00	\$3,000.00	\$25.00	\$3,750.00	\$15.00	\$2,250.00	\$17.25	\$2,587.50
158	801-06775	MAINTAINING TRAFFIC	1	LS	\$293,000.00	\$293,000.00	\$134,580.15	\$134,580.15	\$675,061.17	\$675,061.17	\$96,507.00	\$96,507.00
159	801-07023	ENERGY ABSORBING TERMINAL, CZ, TL-2	2	EACH	\$10,000.00	\$20,000.00	\$5,850.00	\$11,700.00	\$5,850.00	\$11,700.00	\$6,435.00	\$12,870.00
160	801-07119	BARRICADE, III-B	288	LFT	\$18.00	\$5,184.00	\$40.00	\$11,520.00	\$15.11	\$4,351.68	\$17.38	\$5,005.44
161	801-08401	TEMPORARY TRAFFIC BARRIER, TYPE 2	660	LFT	\$60.00	\$39,600.00	\$50.00	\$33,000.00	\$30.00	\$19,800.00	\$117.25	\$77,385.00
162	801-11990	TEMPORARY CURB RAMP	1	EACH	\$3,500.00	\$3,500.00	\$2,125.00	\$2,125.00	\$4,100.00	\$4,100.00	\$2,337.50	\$2,337.50
163	801-12962	TEMPORARY PEDESTRIAN CHANNELIZER	525	LFT	\$50.00	\$26,250.00	\$40.00	\$21,000.00	\$13.00	\$6,825.00	\$50.73	\$26,633.25
164	802-03783	SIGN, PANEL, REMOVE	1	EACH	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00
165	802-04089	SIGN, SHEET, REMOVE	12	EACH	\$110.00	\$1,320.00	\$75.00	\$900.00	\$75.00	\$900.00	\$82.50	\$990.00
166	802-04314	SIGN, DECORATIVE, RELOCATE	1	EACH	\$3,000.00	\$3,000.00	\$6,914.00	\$6,914.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
167	802-04314	SIGN, BUSINESS, RELOCATE	1	EACH	\$750.00	\$750.00	\$11,180.00	\$11,180.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
168	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	606	LFT	\$32.00	\$19,392.00	\$25.00	\$15,150.00	\$25.00	\$15,150.00	\$27.50	\$16,665.00
169	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	104	LFT	\$30.00	\$3,120.00	\$25.00	\$2,600.00	\$25.00	\$2,600.00	\$27.50	\$2,860.00
170	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	17	EACH	\$100.00	\$1,700.00	\$95.00	\$1,615.00	\$95.00	\$1,615.00	\$104.50	\$1,778.50
171	802-09837	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	6	SFT	\$75.00	\$450.00	\$35.00	\$210.00	\$35.00	\$210.00	\$38.50	\$231.00
172	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	427	SFT	\$32.00	\$13,664.00	\$25.00	\$10,675.00	\$25.00	\$10,675.00	\$27.50	\$11,742.50
173	802-09839	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	10	SFT	\$58.00	\$580.00	\$30.00	\$300.00	\$30.00	\$300.00	\$33.00	\$330.00
174	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	36	SFT	\$35.00	\$1,260.00	\$23.00	\$828.00	\$23.00	\$828.00	\$25.30	\$910.80
175	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN.	50	SFT	\$35.00	\$1,750.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$33.00	\$1,650.00
176	802-11364	POST, SEDIMENT DEPTH MARKER	12	LFT	\$50.00	\$600.00	\$175.00	\$2,100.00	\$175.00	\$2,100.00	\$192.50	\$2,310.00
177	802-91122	SIGN GROUND MOUNTED RESET	2	EACH	\$250.00	\$500.00	\$175.00	\$350.00	\$175.00	\$350.00	\$192.50	\$385.00
178	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	4	EACH	\$6,000.00	\$24,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$4,400.00	\$17,600.00
179	805-01842	HANDHOLE, SIGNAL, TYPE 1	11	EACH	\$2,000.00	\$22,000.00	\$1,785.00	\$19,635.00	\$1,785.00	\$19,635.00	\$1,963.50	\$21,598.50
180	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	2	EACH	\$1,100.00	\$2,200.00	\$695.00	\$1,390.00	\$695.00	\$1,390.00	\$764.50	\$1,529.00
181	805-02202	SIGNAL DETECTOR HOUSING, DOUBLE	1	EACH	\$2,850.00	\$2,850.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00
182	805-02445	CONTROLLER AND CABINET, P1	1	EACH	\$22,000.00	\$22,000.00	\$21,575.00	\$21,575.00	\$21,575.00	\$21,575.00	\$23,732.50	\$23,732.50
183	805-02645	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 36 IN.	2	EACH	\$1,800.00	\$3,600.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
184	805-08244	CELLULAR MODEM KIT	1	EACH	\$4,000.00	\$4,000.00	\$275.00	\$275.00	\$275.00	\$275.00	\$302.50	\$302.50
185	805-09539	LOOP DETECTOR DELAY AMPLIFIER, COUNTING, 2 CHANNEL	4	EACH	\$700.00	\$2,800.00	\$450.00	\$1,800.00	\$450.00	\$1,800.00	\$495.00	\$1,980.00
186	805-11814	CONDUIT, HDPE, 2 IN. SCHEDULE 40	2000	LFT	\$27.00	\$54,000.00	\$20.00	\$40,000.00	\$20.00	\$40,000.00	\$22.00	\$44,000.00
187	805-11815	CONDUIT, HDPE, 2 IN. SCHEDULE 80	1000	LFT	\$30.00	\$30,000.00	\$25.00	\$25,000.00	\$25.00	\$25,000.00	\$27.50	\$27,500.00
188	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	6	EACH	\$1,300.00	\$7,800.00	\$825.00	\$4,950.00	\$825.00	\$4,950.00	\$907.50	\$5,445.00
189	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	2	EACH	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$1,320.00	\$2,640.00
190	805-78415	SPAN, CATENARY, AND TETHER	4	EACH	\$4,500.00	\$18,000.00	\$4,250.00	\$17,000.00	\$4,250.00	\$17,000.00	\$4,675.00	\$18,700.00
191	805-78420	DISCONNECT HANGER	3	EACH	\$600.00	\$1,800.00	\$575.00	\$1,725.00	\$575.00	\$1,725.00	\$632.50	\$1,897.50
192	805-78445	SIGNAL SERVICE	1	EACH	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00
193	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GAUGE	600	LFT	\$7.00	\$4,200.00	\$8.00	\$4,800.00	\$8.00	\$4,800.00	\$8.80	\$5,280.00
194	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GAUGE	1150	LFT	\$4.50	\$5,175.00	\$6.00	\$6,900.00	\$6.00	\$6,900.00	\$6.60	\$7,590.00
195	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GAUGE	200	LFT	\$5.00	\$1,000.00	\$7.50	\$1,500.00	\$7.50	\$1,500.00	\$8.25	\$1,650.00
196	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GAUGE	400	LFT	\$7.00	\$2,800.00	\$10.00	\$4,000.00	\$10.00	\$4,000.00	\$11.00	\$4,400.00
197	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GAUGE	2400	LFT	\$3.50	\$8,400.00	\$4.00	\$9,600.00	\$4.00	\$9,600.00	\$4.40	\$10,560.00
198	805-78785	SIGNAL DETECTOR HOUSING	4	EACH	\$2,000.00	\$8,000.00	\$1,785.00	\$7,140.00	\$1,785.00	\$7,140.00	\$1,963.50	\$7,854.00
199	805-78925	CONTROLLER CABINET FOUNDATION, P1	1	EACH	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00
200	805-81060	SIGNAL POLE, STEEL STRAIN, 36 FT	4	EACH	\$14,000.00	\$56,000.00	\$9,785.00	\$39,140.00	\$9,785.00	\$39,140.00	\$10,763.50	\$43,054.00
201	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	2	EACH	\$1,750.00	\$3,500.00	\$1,785.00	\$3,570.00	\$1,785.00	\$3,570.00	\$1,963.50	\$3,927.00

202	805-FWR01	ROADWAY SIGNAL LOOP	21	EACH	\$800.00	\$16,800.00	\$785.00	\$16,485.00	\$785.00	\$16,485.00	\$863.50	\$18,133.50
203	805-FWR02	PEDESTRIAN APS, POLARA 2-WIRE WITH PUSH OR WAVE SIGN	2	EACH	\$1,500.00	\$3,000.00	\$2,750.00	\$5,500.00	\$2,750.00	\$5,500.00	\$3,025.00	\$6,050.00
204	807-03951	LIGHT POLE ORNAMENTAL, 14 FT. M.H	13	EACH	\$3,125.00	\$40,625.00	\$3,500.00	\$45,500.00	\$3,500.00	\$45,500.00	\$3,850.00	\$50,050.00
205	807-04779	CONCRETE FOUNDATION WITH GROUNDING (24 IN. DIA X 72 IN)	13	EACH	\$2,500.00	\$32,500.00	\$1,800.00	\$23,400.00	\$1,800.00	\$23,400.00	\$1,980.00	\$25,740.00
206	807-04779	CONCRETE FOUNDATION WITH GROUNDING (36 IN. DIA X 96 IN)	31	EACH	\$3,000.00	\$93,000.00	\$3,500.00	\$108,500.00	\$3,500.00	\$108,500.00	\$3,850.00	\$119,350.00
207	807-86910	CONNECTOR KIT, UNFUSED	44	EACH	\$65.00	\$2,860.00	\$90.00	\$3,960.00	\$90.00	\$3,960.00	\$99.00	\$4,366.00
208	807-86915	CONNECTOR KIT, FUSED	44	EACH	\$65.00	\$2,860.00	\$90.00	\$3,960.00	\$90.00	\$3,960.00	\$99.00	\$4,366.00
209	807-86920	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	189	EACH	\$35.00	\$6,615.00	\$20.00	\$3,780.00	\$20.00	\$3,780.00	\$22.00	\$4,158.00
210	807-86930	INSULATION LINK, NON-WATERPROOFED	133	EACH	\$25.00	\$3,325.00	\$20.00	\$2,660.00	\$20.00	\$2,660.00	\$22.00	\$2,926.00
211	807-86960	SIGN, UNDERPASS, AND ROADWAY LIGHTING LOCATION IDENTIFICATION	58	EACH	\$100.00	\$5,800.00	\$135.00	\$7,830.00	\$135.00	\$7,830.00	\$148.50	\$8,613.00
212	807-95990	WIRE, NO 12 COPPER, 1/C	5800	LFT	\$2.00	\$11,600.00	\$2.00	\$11,600.00	\$2.00	\$11,600.00	\$2.20	\$12,760.00
213	807-FWR12	WIRE, 3/6, XHHW-2, IN TRAY CABLE IN 1.5" HDPE BORE TUBE	5650	LFT	\$25.00	\$141,250.00	\$30.00	\$169,500.00	\$30.00	\$169,500.00	\$33.00	\$186,450.00
214	807-FWR15	LUMINAIRE, (ORNAMENTAL POST TOP, 45W LED, TYPE 3)	13	EACH	\$2,325.00	\$30,225.00	\$2,310.00	\$30,030.00	\$2,310.00	\$30,030.00	\$2,541.00	\$33,033.00
215	807-FWR15	LUMINAIRE (ORNAMENTAL, 154W LED, TYPE 4)	5	EACH	\$4,890.00	\$24,450.00	\$6,000.00	\$30,000.00	\$6,000.00	\$30,000.00	\$6,600.00	\$33,000.00
216	807-FWR15	LUMINAIRE (ORNAMENTAL, 118W LED, TYPE 3)	26	EACH	\$4,925.00	\$128,050.00	\$6,000.00	\$156,000.00	\$6,000.00	\$156,000.00	\$6,600.00	\$171,600.00
217	807-FWR15	LUMINAIRE (FLOODLIGHT PEDESTAL MOUNT)	12	EACH	\$1,850.00	\$22,200.00	\$3,000.00	\$36,000.00	\$3,000.00	\$36,000.00	\$3,300.00	\$39,600.00
218	807-FWR23	SERVICE POINT, WOOD POST, 30 AMP 2-POLE CONTRACTOR, AEP	2	EACH	\$9,500.00	\$19,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,500.00	\$11,000.00
219	807-FWR29	MAST ARM, 12 FT. ON STAIN POLE WITH LUMINAIRE	2	EACH	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,750.00	\$5,500.00
220	807-FWR30	LIGHTING CONTROL PANELS AND CABINET, P1	2	EACH	\$5,000.00	\$10,000.00	\$18,000.00	\$36,000.00	\$18,000.00	\$36,000.00	\$19,800.00	\$39,600.00
221	807-FWR32	LIGHT POLE ORNAMENTAL, 30 FT, 6 FT. MAST ARM WITH LOGO	31	EACH	\$3,815.00	\$118,265.00	\$4,700.00	\$145,700.00	\$4,700.00	\$145,700.00	\$5,170.00	\$160,270.00
222	808-05886	PAVEMENT MESSAGE MARKING, REMOVE	11	SYS	\$65.00	\$715.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$118.63	\$1,204.93
223	808-06716	LINE, REMOVE	3137	LFT	\$1.00	\$3,137.00	\$1.00	\$3,137.00	\$0.51	\$1,599.87	\$0.59	\$1,850.83
224	808-10031	LINE, MULTI-COMPONENT, BROKEN, WHITE, 4 IN.	1140	LFT	\$2.00	\$2,280.00	\$0.60	\$684.00	\$1.46	\$1,664.40	\$1.68	\$1,915.20
225	808-10033	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.	453	LFT	\$2.50	\$1,132.50	\$0.50	\$226.50	\$1.03	\$466.59	\$1.18	\$534.54
226	808-10034	LINE, MULTI-COMPONENT, SOLID, YELLOW, 4 IN.	7402	LFT	\$1.50	\$11,103.00	\$0.50	\$3,701.00	\$1.03	\$7,624.06	\$1.19	\$8,734.36
227	808-10036	LINE, MULTI-COMPONENT, BROKEN, YELLOW, 4 IN.	430	LFT	\$1.50	\$645.00	\$0.60	\$258.00	\$1.46	\$627.80	\$1.68	\$772.40
228	808-10042	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, YELLOW 12 IN.	819	LFT	\$10.00	\$8,190.00	\$8.00	\$6,552.00	\$7.23	\$5,921.37	\$8.31	\$6,805.89
229	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	165	LFT	\$15.00	\$2,475.00	\$16.00	\$2,640.00	\$14.39	\$2,374.35	\$16.55	\$2,730.75
230	808-10056	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 6 IN.	161	LFT	\$4.00	\$644.00	\$6.00	\$966.00	\$4.09	\$658.49	\$4.70	\$756.70
231	808-10058	LINE, MULTI-COMPONENT, SOLID, YELLOW, 8 IN.	3675	LFT	\$2.00	\$7,350.00	\$0.80	\$2,940.00	\$2.36	\$8,673.00	\$2.71	\$9,959.25
232	808-10068	TRANSVERSE MARKING, MULTI-COMPONENT, DOTTED, WHITE, 12 IN.	87	LFT	\$40.00	\$3,480.00	\$6.00	\$522.00	\$8.67	\$754.29	\$9.97	\$867.39
233	808-10077	PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT LANE INDICATION ARROW	17	EACH	\$250.00	\$4,250.00	\$200.00	\$3,400.00	\$196.00	\$3,332.00	\$226.40	\$3,831.80
234	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	694	LFT	\$20.00	\$13,880.00	\$16.00	\$11,104.00	\$14.39	\$9,986.66	\$16.55	\$11,485.70
235	808-12349	TRANSVERSE MARKING, MULTI-COMPONENT, YIELD LINE, WHITE, 36 IN.	69	LFT	\$50.00	\$3,450.00	\$65.00	\$4,465.00	\$19.06	\$1,315.14	\$21.92	\$1,512.48
236	715-98185	12" HDPE PRESSURE UTILITY PIPING	256	LFT	\$240.00	\$61,440.00	\$175.74	\$44,989.44	\$175.74	\$44,989.44	\$234.33	\$59,988.48
237	715-93912	6" HDPE PRESSURE UTILITY PIPING	734	LFT	\$95.00	\$69,730.00	\$65.61	\$48,157.74	\$65.61	\$48,157.74	\$65.61	\$48,157.74
238	715-02889	SMALL WATER SERVICE REPLACEMENT	967	LFT	\$101.00	\$97,667.00	\$83.60	\$80,841.20	\$83.60	\$80,841.20	\$83.60	\$80,841.20
239	715-04596	PRIVATE WATER SERVICE COORDINATION (UNDISTRIBUTED)	5	EACH	\$3,000.00	\$15,000.00	\$7,500.00	\$37,500.00	\$7,500.00	\$37,500.00	\$7,500.00	\$37,500.00
240	715-04596	PRIVATE LEAD WATER SERVICE REPLACEMENT (UNDISTRIBUTED)	5	EACH	\$7,500.00	\$37,500.00	\$10,905.00	\$54,525.00	\$10,905.00	\$54,525.00	\$10,905.00	\$54,525.00
241	715-90853	8" x 8" x 6" TAPPING SLEEVE AND VALVE	1	EACH	\$5,200.00	\$5,200.00	\$11,941.40	\$11,941.40	\$11,941.40	\$11,941.40	\$11,941.40	\$11,941.40
242	715-90853	12" X 12" X 6" TAPPING SLEEVE AND VALVE	4	EACH	\$11,500.00	\$46,000.00	\$13,478.40	\$53,913.60	\$13,478.40	\$53,913.60	\$13,478.40	\$53,913.60
243	715-90853	16" X 16" X 6" TAPPING SLEEVE AND VALVE	1	EACH	\$16,500.00	\$16,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
244	715-07794	WATERMAIN CONNECTIONS (ALL SIZES)	15	EACH	\$3,400.00	\$51,000.00	\$9,011.00	\$135,165.00	\$9,011.00	\$135,165.00	\$9,011.00	\$135,165.00
245	720-02442	CUT AND PLUG PIPE ABANDONMENT	12	EACH	\$800.00	\$9,600.00	\$1,773.50	\$21,282.00	\$1,773.50	\$21,282.00	\$1,773.50	\$21,282.00
246	715-98185	12" HDPE FITTINGS	11	EACH	\$2,400.00	\$26,400.00	\$2,758.27	\$30,340.97	\$1,934.73	\$21,282.03	\$2,758.27	\$30,340.97
247	715-93912	6" HDPE FITTINGS	17	EACH	\$900.00	\$15,300.00	\$314.92	\$5,353.64	\$1,784.76	\$30,340.92	\$314.92	\$5,353.64
248	202-11979	REMOVE FITTINGS (ALL SIZES)	5	EACH	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00
249	715-12674	12" RESILIENT SEAT GATE VALVE AND BOX	1	EACH	\$4,800.00	\$4,800.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00
250	202-97009	REMOVE OF HYDRANTS	4	EACH	\$1,500.00	\$6,000.00	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00
251	720-96999	FIRE HYDRANT ASSEMBLY (ALL TYPES)	4	EACH	\$8,000.00	\$32,000.00	\$10,053.00	\$40,212.00	\$10,053.00	\$40,212.00	\$10,053.00	\$40,212.00
252	715-03033	TEST RISER (TEMPORARY)	3	EACH	\$800.00	\$2,400.00	\$2,100.00	\$6,300.00	\$2,100.00	\$6,300.00	\$2,100.00	\$6,300.00
253	715-03033	TEMPORARY BLOW-OFF	1	EACH	\$600.00	\$600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
254	715-94530	ADJUST VALVE BOX TO GRADE	5	EACH	\$400.00	\$2,000.00	\$550.00	\$2,750.00	\$550.00	\$2,750.00	\$550.00	\$2,750.00
255	202-07083	REMOVAL OF VALVE BOXES	9	EACH	\$250.00	\$2,250.00	\$700.00	\$6,300.00	\$700.00	\$6,300.00	\$700.00	\$6,300.00
256	202-51528	PRESENT STRUCTURE, REMOVE PORTIONS, RAILROAD ABUTMENT	1	LS	\$60,000.00	\$60,000.00	\$80,510.06	\$80,510.06	\$31,250.00	\$31,250.00	\$27,500.00	\$27,500.00
257	202-74035	SIGN, REMOVE, BILLBOARD	1	EACH	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
258	109-04299	FORCE ACCOUNT WORKWORK ALLOWANCE	100000	DOL	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00



## Notice of Award

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Project: Leesburg Rd Extension

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Owner: City of Fort Wayne Board of Works

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Resolution/Work Order #0035A

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Bidder: Milestone Contractors LP

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Bidder's Address: PO Box 9782

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Fort Wayne, IN 46899

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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 Leesburg Rd Extension

The project extends Leesburg Road from W. Jefferson Boulevard to the intersection of W. Main Street and Leesburg Road, where a new roundabout will be constructed. The existing section of Leesburg Road that crosses Junk Ditch and ties into W. Main Street will be removed, along with an old pedestrian bridge downstream. A new crossing of Junk Ditch will be built on a realigned section using a three-sided small structure. The roadway will feature 11-foot travel lanes, curb and gutter, a 5-foot sidewalk, and storm sewer with drainage swales.

The Contract Price of your Contract is \$11,980,765.00.

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

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

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the 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).




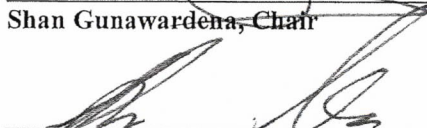
## Notice of Award


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**

  
\_\_\_\_\_  
Shan Gunawardena, Chair

  
\_\_\_\_\_  
Kumar Menon, Member

  
\_\_\_\_\_  
Chris Guerrero, Member

ATTEST:  
  
\_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

Date: 11.19.2024

cc: Project Manager

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

Resolution/Work Order #0035A

This Agreement is by and between the City of Fort Wayne – Board of Public Works (“Owner”) and Milestone Contractors LP (“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: **The project extends Leesburg Road from W. Jefferson Boulevard to the intersection of W. Main Street and Leesburg Road, where a new roundabout will be constructed. The existing section of Leesburg Road that crosses Junk Ditch and ties into W. Main Street will be removed, along with an old pedestrian bridge downstream. A new crossing of Junk Ditch will be built on a realigned section using a three-sided small structure. The roadway will feature 11-foot travel lanes, curb and gutter, a 5-foot sidewalk, and storm sewer with drainage swales.**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Leesburg Road Extension**

## ARTICLE 3—ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by **American Structurepoint, Inc.**

## 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 **11/1/2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **12/1/2026**.

#### 4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **Jefferson Blvd & Leesburg Road - Phase 1A - 30 Day Restriction**
  2. Milestone 2 **Leesburg Road & Main Street - Phase 2 - 120 Day Closure**
  3. Milestone 3 **Jefferson Blvd - Phase 3 - 30 Day Restriction**
  4. Milestone 4 **Jefferson Blvd & Main Street - Phase 4 - 30 Day Restriction**

#### 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 **\$11,980,765.00.**

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment no more often than every 30 days during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 95 percent of the value of the Work completed (with the balance being retainage).
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

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

## ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.

2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of **200** sheets with each sheet bearing the following general title: **City of Fort Wayne - Road Plans**
  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 **0035A**).

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

**CONTRACTOR**

**Milestone Contractors LP**

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

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

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER**

**CITY OF FORT WAYNE**

BY: \_\_\_\_\_  
**SHARON TUCKER, MAYOR**

**BOARD OF PUBLIC WORKS**

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

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

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

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

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



68	605-FWR02	CURB, CONCRETE, I-B	LFT	560	\$58.93	\$33,000.80
69	605-FWR04	CURB, CONCRETE, II-B	LFT	547	\$58.95	\$32,245.65
70	605-FWR04	CURB, CONCRETE, II-B, MODIFIED	LFT	6982	\$28.75	\$200,732.50
71	605-FWR05	CURB, CONCRETE, III	LFT	2155	\$45.14	\$97,276.70
72	605-FWR05	CURB, CONCRETE, III, MODIFIED	LFT	214	\$63.67	\$13,625.38
73	605-FWU03	CURB, CONCRETE, I-B, MODIFIED	LFT	340	\$42.79	\$14,548.60
74	610-07487	HMA FOR APPROACHES, TYPE B	TON	149	\$125.00	\$18,625.00
75	610-07713	PCCP FOR APPROACHES, 8 IN.	SYS	1334	\$118.07	\$157,505.38
76	610-08446	PCCP FOR APPROACHES, 6 IN.	SYS	434	\$98.75	\$42,857.50
77	611-08233	MAILBOX ASSEMBLY, RESET DOUBLE	EACH	1	\$950.00	\$950.00
78	616-06405	RIPRAP, REVETMENT	TON	1556	\$224.22	\$348,886.32
79	616-07266	COIR ROLL	LFT	410	\$34.00	\$13,940.00
80	616-12246	GEOTEXTILE FOR RIPRAP TYPE 1A	SYS	1704	\$5.41	\$9,218.64
81	616-12248	GEOTEXTILE FOR RIPRAP TYPE 2A	SYS	105	\$4.66	\$489.30
82	617-FWR03	TRAIL STEEL ORNAMENTAL FENCING, 42 IN.	LFT	546	\$79.75	\$43,543.50
83	621-02770	EROSION CONTROL BLANKET	SYS	11855	\$0.95	\$11,262.25
84	621-06574	SODDING	SYS	960	\$8.00	\$7,680.00
85	621-06575	SODDING, NURSERY	SYS	508	\$8.00	\$4,064.00
86	621-08161	PERMANENT TURF REINFORCEMENT MAT	SYS	9	\$237.00	\$2,133.00
87	621-09508	INVASIVE SPECIES CONTROL	LS	1	\$2,500.00	\$2,500.00
88	621-52448	SIGN, DO NOT SPRAY	EACH	7	\$125.00	\$875.00
89	622-05639	PLANT, DECIDUOUS SHRUB, 18 IN. TO 24 IN.	EACH	176	\$85.00	\$14,960.00
90	622-05648	PLANT, DECIDUOUS TREE, SINGLE STEM, 1.25 IN. OR UNDER	EACH	351	\$272.00	\$95,472.00
91	622-07529	MONUMENT, LIMESTONE	LS	1	\$531,000.00	\$531,000.00
92	622-07529	MONUMENT, FOUNDATION	LS	1	\$43,000.00	\$43,000.00
93	623-FWR18	TOPSOIL	CYS	3535	\$34.00	\$120,190.00
94	623-FWR20	HARDWOOD MULCH	CYS	197	\$70.00	\$13,790.00
95	623-FWR21	SEED, PARK MIX	LBS	645	\$8.95	\$5,772.75
96	623-FWR21	SEED, NATIVE FLOODPLAIN MIX	LBS	21	\$145.00	\$3,045.00
97	623-FWR23	FERTILIZER, FOR PERMANENT SEEDING	LBS	539	\$1.00	\$539.00
98	623-FWR24	MULCHING MATERIAL	TON	2	\$875.00	\$1,750.00
99	623-FWR25	MULCHED SEEDING, PARK MIX	SYS	19182	\$2.75	\$52,750.50
100	623-FWR30	WATER	GAL	10021	\$1.00	\$10,021.00
101	624-92647	HERBICIDE TREATMENT	ACRE	1	\$750.00	\$750.00
102	714-000086	WATERPROOFING MEMBRANE, TYPE 2	SFT	4584	\$8.00	\$36,672.00
103	715-03877	PIPE DUCTILE IRON 18 IN.	LFT	20	\$240.00	\$4,800.00
104	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	1014	\$15.84	\$16,061.76
105	715-05053	PIPE, UNDERDRAIN, OUTLET 6 IN.	LFT	63	\$20.20	\$1,272.60
106	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	1836	\$106.04	\$194,689.44
107	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	620	\$130.46	\$80,885.20
108	715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	558	\$179.32	\$100,060.56
109	715-05154	PIPE, TYPE 2, CIRCULAR, 24 IN.	LFT	968	\$193.26	\$187,075.68
110	715-05169	PIPE, TYPE 3, CIRCULAR, 15 IN.	LFT	57	\$74.37	\$4,239.09
111	715-05177	PIPE, TYPE 3, CIRCULAR, 36 IN.	LFT	29	\$216.29	\$6,272.41
112	715-05208	PIPE, TYPE 4, CIRCULAR, 15 IN.	LFT	112	\$94.72	\$10,608.64
113	715-05209	PIPE, TYPE 4, CIRCULAR, 18 IN.	LFT	201	\$109.71	\$22,051.71
114	715-05212	PIPE, TYPE 4, CIRCULAR, 24 IN.	LFT	194	\$111.71	\$21,671.74
115	715-05411	PIPE, SANITARY SEWER, 12 IN., PVC SDR 26	LFT	166	\$352.09	\$58,446.94
116	715-05711	PIPE, SANITARY SEWER, 6 IN., PVC SDR 35	LFT	327	\$51.09	\$16,706.43
117	715-05711	PIPE, SANITARY SEWER, 6 IN., PVC SDR 21	LFT	79	\$90.82	\$7,174.78
118	715-08250	PIPE DUCTILE IRON 12 IN.	LFT	101	\$336.55	\$33,991.55
119	715-46000	PIPE END SECTION, DIAMETER 12 IN.	EACH	2	\$418.00	\$836.00
120	715-46005	PIPE END SECTION, DIAMETER 15 IN.	EACH	3	\$504.00	\$1,512.00
121	715-46020	PIPE END SECTION, DIAMETER 24 IN.	EACH	3	\$732.00	\$2,196.00
122	715-46040	PIPE END SECTION, DIAMETER 36 IN.	EACH	2	\$1,471.00	\$2,942.00
123	718-12307	GEOTEXTILE FOR UNDERDRAINS, TYPE 2A	SYS	1667	\$4.82	\$8,034.94
124	718-52610	AGGREGATE FOR UNDERDRAINS	CYS	220	\$74.15	\$16,313.00
125	720-01894	CASTING, FURNISH AND ADJUST TO GRADE, TYPE C4	EACH	1	\$700.00	\$700.00
126	720-01894	CASTING, FURNISH AND ADJUST TO GRADE, TYPE C8	EACH	1	\$700.00	\$700.00
127	720-01894	CASTING, FURNISH AND ADJUST TO GRADE, TYPE C1	EACH	6	\$750.00	\$4,500.00
128	720-45605	STRUCTURE, MANHOLE, RECONSTRUCTED	LFT	36	\$2,750.00	\$99,000.00
129	720-FWR01	MANHOLE - 48" STORM, W/ CASTING TYPE C4	EACH	21	\$2,930.00	\$61,530.00
130	720-FWR01	MANHOLE - 48" STORM, W/ CASTING TYPE C6	EACH	1	\$3,056.00	\$3,056.00
131	720-FWR01	MANHOLE - 48" STORM, W/ CASTING TYPE C11	EACH	3	\$3,444.00	\$10,332.00
132	720-FWR01	MANHOLE - 48" STORM, W/ NEENAH CASTING R-3501-TL	EACH	1	\$3,326.00	\$3,326.00
133	720-FWR01	MANHOLE - 48" STORM, W/ NEENAH CASTING R-3501-TR	EACH	3	\$3,271.00	\$9,813.00
134	720-FWR01	MANHOLE - 48" STORM, W/ CASTING TYPE C8	EACH	11	\$3,020.00	\$33,220.00
135	720-FWR02	MANHOLE - 48" SANITARY, W/ CASTING TYPE C1	EACH	5	\$3,938.00	\$19,690.00
136	720-FWR03	MANHOLE - 60" STORM, W/ CASTING TYPE C11	EACH	1	\$6,416.00	\$6,416.00
137	720-FWR03	MANHOLE - 60" STORM, W/ CASTING TYPE C4	EACH	1	\$5,534.00	\$5,534.00
138	720-FWR10	CASTING, ADJUST TO GRADE, INLET	EACH	1	\$500.00	\$500.00
139	720-FWR10	CASTING, ADJUST TO GRADE, STORM MANHOLE	EACH	2	\$650.00	\$1,300.00
140	720-FWR10	CASTING, ADJUST TO GRADE, SANITARY MANHOLE	EACH	4	\$850.00	\$3,400.00
141	720-FWR10	CASTING, ADJUST TO GRADE, FRONTIER MANHOLE	EACH	4	\$2,150.00	\$8,600.00
142	720-FWR15	INLET - PRECAST 30" ROUND INLET, W/ CASTING TYPE C10	EACH	2	\$2,342.00	\$4,684.00

143	720-FWR19	INLET - 2' X 2' INLET, W/ NEENAH CASTING R-3501-TL	EACH	2	\$2,468.00	\$4,936.00
144	720-FWR20	INLET - 2' X 3' INLET, W/ CASTING TYPE C11	EACH	42	\$3,046.00	\$127,932.00
145	720-FWR21	INLET - 30" X 30" INLET, W/ CASTING TYPE C8	EACH	11	\$2,421.00	\$26,631.00
146	721-43005	AUTOMATIC DRAINAGE GATE, 15 IN.	EACH	1	\$6,582.00	\$6,582.00
147	721-43020	AUTOMATIC DRAINAGE GATE, 24 IN.	EACH	1	\$11,659.00	\$11,659.00
148	723-11203	STRUCTURE REINFORCED CONCRETE THREE-SIDED SECTIONS, 192 IN. X 222 IN.	LFT	78	\$13,263.65	\$1,034,564.70
149	732-11770	AGGREGATE FOR DRAINAGE FILL	CYS	137	\$193.38	\$26,493.06
150	732-11810	MODULAR BLOCK WALL, LARGE UNIT	SFT	3255	\$49.00	\$159,495.00
151	732-11811	MODULAR BLOCK WALL ERECTION	SFT	3255	\$31.25	\$101,718.75
152	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EACH	14	\$600.00	\$8,400.00
153	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	LFT	8024	\$1.75	\$14,042.00
154	801-06625	DETOUR ROUTE MARKER ASSEMBLY	EACH	30	\$275.00	\$8,250.00
155	801-06640	CONSTRUCTION SIGN, A	EACH	19	\$250.00	\$4,750.00
156	801-06645	CONSTRUCTION SIGN, B	EACH	43	\$250.00	\$10,750.00
157	801-06710	FLASHING ARROW SIGN	DAY	150	\$25.00	\$3,750.00
158	801-06775	MAINTAINING TRAFFIC	LS	1	\$134,580.15	\$134,580.15
159	801-07023	ENERGY ABSORBING TERMINAL, CZ, TL-2	EACH	2	\$5,850.00	\$11,700.00
160	801-07119	BARRICADE, III-B	LFT	288	\$40.00	\$11,520.00
161	801-08401	TEMPORARY TRAFFIC BARRIER, TYPE 2	LFT	660	\$50.00	\$33,000.00
162	801-11990	TEMPORARY CURB RAMP	EACH	1	\$2,125.00	\$2,125.00
163	801-12862	TEMPORARY PEDESTRIAN CHANNELIZER	LFT	525	\$40.00	\$21,000.00
164	802-03783	SIGN, PANEL, REMOVE	EACH	1	\$1,500.00	\$1,500.00
165	802-04089	SIGN, SHEET, REMOVE	EACH	12	\$75.00	\$900.00
166	802-04314	SIGN, DECORATIVE, RELOCATE	EACH	1	\$6,914.00	\$6,914.00
167	802-04314	SIGN, BUSINESS, RELOCATE	EACH	1	\$11,180.00	\$11,180.00
168	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	LFT	606	\$25.00	\$15,150.00
169	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	LFT	104	\$25.00	\$2,600.00
170	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	EACH	17	\$95.00	\$1,615.00
171	802-09837	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	6	\$35.00	\$210.00
172	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	427	\$25.00	\$10,675.00
173	802-09839	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	10	\$30.00	\$300.00
174	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	SFT	36	\$23.00	\$828.00
175	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN.	SFT	50	\$30.00	\$1,500.00
176	802-11364	POST, SEDIMENT DEPTH MARKER	LFT	12	\$175.00	\$2,100.00
177	802-91122	SIGN GROUND MOUNTED RESET	EACH	2	\$175.00	\$350.00
178	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	EACH	4	\$4,000.00	\$16,000.00
179	805-01842	HANDHOLE, SIGNAL, TYPE 1	EACH	11	\$1,785.00	\$19,635.00
180	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EACH	2	\$695.00	\$1,390.00
181	805-02202	SIGNAL DETECTOR HOUSING, DOUBLE	EACH	1	\$2,500.00	\$2,500.00
182	805-02445	CONTROLLER AND CABINET, P1	EACH	1	\$21,575.00	\$21,575.00
183	805-02645	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 36 IN.	EACH	2	\$1,000.00	\$2,000.00
184	805-08244	CELLULAR MODEM KIT	EACH	1	\$275.00	\$275.00
185	805-09539	LOOP DETECTOR DELAY AMPLIFIER, COUNTING, 2 CHANNEL	EACH	4	\$450.00	\$1,800.00
186	805-11814	CONDUIT, HDPE, 2 IN. SCHEDULE 40	LFT	2000	\$20.00	\$40,000.00
187	805-11815	CONDUIT, HDPE, 2 IN. SCHEDULE 80	LFT	1000	\$25.00	\$25,000.00
188	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	EACH	6	\$825.00	\$4,950.00
189	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	EACH	2	\$1,200.00	\$2,400.00
190	805-78415	SPAN, CATENARY, AND TETHER	EACH	4	\$4,250.00	\$17,000.00
191	805-78420	DISCONNECT HANGER	EACH	3	\$575.00	\$1,725.00
192	805-78445	SIGNAL SERVICE	EACH	1	\$2,000.00	\$2,000.00
193	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GAUGE	LFT	600	\$8.00	\$4,800.00
194	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GAUGE	LFT	1150	\$6.00	\$6,900.00
195	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GAUGE	LFT	200	\$7.50	\$1,500.00
196	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GAUGE	LFT	400	\$10.00	\$4,000.00
197	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GAUGE	LFT	2400	\$4.00	\$9,600.00
198	805-78785	SIGNAL DETECTOR HOUSING	EACH	4	\$1,785.00	\$7,140.00
199	805-78925	CONTROLLER CABINET FOUNDATION, P1	EACH	1	\$1,500.00	\$1,500.00
200	805-81060	SIGNAL POLE, STEEL STRAIN, 36 FT	EACH	4	\$9,785.00	\$39,140.00
201	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	EACH	2	\$1,785.00	\$3,570.00
202	805-FWR01	ROADWAY SIGNAL LOOP	EACH	21	\$785.00	\$16,485.00
203	805-FWR02	PEDESTRIAN APS, POLARA 2-WIRE WITH PUSH OR WAVE SIGN	EACH	2	\$2,750.00	\$5,500.00
204	807-03951	LIGHT POLE ORNAMENTAL, 14 FT. M.H	EACH	13	\$3,500.00	\$45,500.00
205	807-04779	CONCRETE FOUNDATION WITH GROUNDING (24 IN. DIA X 72 IN)	EACH	13	\$1,800.00	\$23,400.00
206	807-04779	CONCRETE FOUNDATION WITH GROUNDING (36 IN. DIA X 96 IN)	EACH	31	\$3,500.00	\$108,500.00
207	807-86910	CONNECTOR KIT, UNFUSED	EACH	44	\$90.00	\$3,960.00
208	807-86915	CONNECTOR KIT, FUSED	EACH	44	\$90.00	\$3,960.00
209	807-86920	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	EACH	189	\$20.00	\$3,780.00
210	807-86930	INSULATION LINK, NON-WATERPROOFED	EACH	133	\$20.00	\$2,660.00
211	807-86950	SIGN, UNDERPASS, AND ROADWAY LIGHTING LOCATION IDENTIFICATION	EACH	58	\$135.00	\$7,830.00
212	807-95890	WIRE, NO 12 COPPER, 1/C	LFT	5800	\$2.00	\$11,600.00
213	807-FWR12	WIRE, 3/6, XHHW-2, IN TRAY CABLE IN 1.5" HDPE BORE TUBE	LFT	5650	\$30.00	\$169,500.00
214	807-FWR15	LUMINAIRE, (ORNAMENTAL POST TOP, 45W LED, TYPE 3)	EACH	13	\$2,310.00	\$30,030.00
215	807-FWR15	LUMINAIRE (ORNAMENTAL, 154W LED, TYPE 4)	EACH	5	\$6,000.00	\$30,000.00
216	807-FWR15	LUMINAIRE (ORNAMENTAL, 118W LED, TYPE 3)	EACH	26	\$6,000.00	\$156,000.00
217	807-FWR15	LUMINAIRE (FLOODLIGHT PEDESTAL MOUNT)	EACH	12	\$3,000.00	\$36,000.00



## 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











PROJECT NO. _____ SHEET NO. _____ DATE _____		CITY OF FORT WAYNE LEESBURG ROAD EXTENSION PHASE 2	
DRAWN BY _____ CHECKED BY _____ DATE _____	PROJECT NO. _____ SHEET NO. _____ DATE _____	PROJECT NO. _____ SHEET NO. _____ DATE _____	PROJECT NO. _____ SHEET NO. _____ DATE _____
REVISIONS:			
NO.	DATE	DESCRIPTION	BY

# 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.

## Leesburg Rd Extension

### RFPs & BIDS

Bid/RFP #	0035A
Awarded To	Milestone Contractors LP
Amount	\$11,980,765.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	10
Number of Bidders	3
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>	0035A
Sole Source/Compatibility Justification	N/A

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

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

# COUNCIL DIGEST SHEET

## COST COMPARISON

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

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	Please see attached 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>	CUM CAP, GENERAL FUND, LIT-ED, MWT, SURTAX, MVH (ALL LEFTOVER FUNDS)



FW PUBLIC WORKS

# Board of Public Works

*In Your Neighborhood*

## COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

### Leesburg Rd Extension

#### Action Requested:

Requesting an Ordinance approving the **Leesburg Rd Extension** project pursuant to the Board of Public Works Resolution #0035A and an award to **Milestone Contractors LP** in the amount of **\$11,980,765.00**.

Note: Milestone Contractors was the lowest, most responsive bidder among 3 bidders.

#### Description and Scope of the Work:

The project extends Leesburg Road from W. Jefferson Boulevard to the intersection of W. Main Street and Leesburg Road, where a new roundabout will be constructed. The existing section of Leesburg Road that crosses Junk Ditch and ties into W. Main Street will be removed, along with an old pedestrian bridge downstream. A new crossing of Junk Ditch will be built on a realigned section using a three-sided small structure. The roadway will feature 11-foot travel lanes, curb and gutter, a 5-foot sidewalk, and storm sewer with drainage swales.

**BILL NO. S-24-11-34**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**December 3, 2024**

**Nathan Hartman Chair**


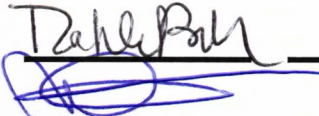

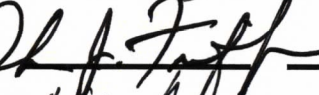
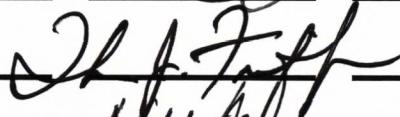


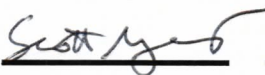
**Geoff Paddock Co-Chair**

**All Council Members**

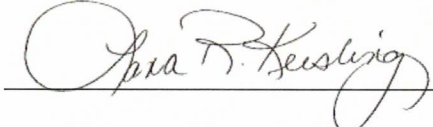
An Ordinance approving Construction Contract – Leesburg Road Extension – Resolution/WO #0035A – between Milestone Contractors LP and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$11,980,765.00*

**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

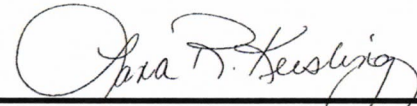
Read the first time in full and on motion by Councilperson Hartman.

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-24-11-34 on the 10th day of December, 2024

ATTEST:

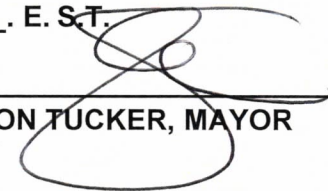
  
LANA R. KEESLING  
CITY CLERK

  
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 day of December 2024, at the hour of 8:28 o'clock A.M. E.S.T.

  
SHARON TUCKER, MAYOR

FORT WAYNE, INDIANA  
**RECEIVED**  
DEC 12 2024  
LANA R. KEESLING  
CITY CLERK