

1 **BILL NO. S-25-04-03**

2 SPECIAL ORDINANCE NO. S-59-25

3 **AN ORDINANCE** approving CONSTRUCTION
4 CONTRACT - PARNELL AVE BRIDGE
5 REHABILITATION - WORK ORDER #0624X -
6 (\$2,687,878.77) - between MILESTONE
7 CONTRACTORS LP and the City of Fort Wayne,
8 Indiana, by and through its Board 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 - PARNELL
12 AVE BRIDGE REHABILITATION - WORK ORDER #0624X - between
13 MILESTONE CONTRACTORS LP and the City of Fort Wayne, Indiana, by and
14 through its Board of Public Works, is hereby ratified, and affirmed and approved in
15 all respects, respectfully for:

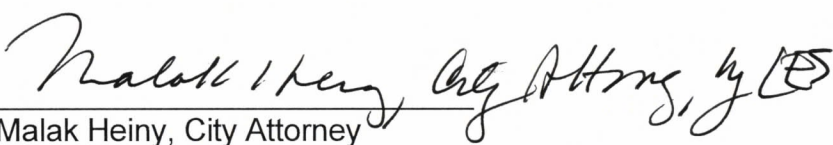
16 All labor, insurance, material, equipment, tools, power, transportation,
17 miscellaneous equipment, etc., necessary for BRIDGE
18 REHABILITATION INCLUDING STRUCTURAL CONCRETE
19 PATCHING, PAVEMENT RESURFACING, EXPANSION JOINT
20 REPLACEMENT, MAINTENANCE OF TRAFFIC, AND
21 ASSOCIATED WORK ELEMENTS;

22 involving a total cost of TWO MILLION SIX HUNDRED EIGHTY-SEVEN
23 THOUSAND EIGHT HUNDRED SEVENTY-EIGHT and 77/100 DOLLARS -
24 (\$2,687,878.77). A copy of said Contract is on file with the Office of the City Clerk
25 and made available for public inspection, according to law.

26 **SECTION 2.** That this Ordinance shall be in full force and effect from
27 and after its passage and any and all necessary approval by the Mayor.

28 
29 Council Member

30 APPROVED AS TO FORM AND LEGALITY


Malak Heiny, City Attorney

Bid Tabulation

Proj: Pamell Avenue Bridge Rehabilitation

Bid: 03/27/25

Date: 03/27/25

RES. NO. / W.O 0624X

Estimate

LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	Estimate		AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	Milestone Contract
					UNIT COST Est (\$)	AMOUNT Est (\$)				
1	105-06845	CONSTRUCTION ENGINEERING	1	LS		\$39,020.00	\$39,020.00	\$50,975.34	\$50,975.34	
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS		\$97,550.00	\$97,550.00	\$134,393.40	\$134,393.40	
3	201-52370	CLEARING RIGHT OF WAY	1	LS		\$39,020.00	\$39,020.00	\$53,757.36	\$53,757.36	
4	202-02240	PAVEMENT REMOVAL	723	SYS		\$19.45	\$14,062.35	\$165.00	\$119,295.00	
5	203-02070	BORROW	28	CYS		\$42.61	\$1,193.08	\$135.00	\$3,780.00	
6	205-12108	EROSION CONTROL	1	LS		\$10,200.00	\$10,200.00	\$3,890.77	\$3,890.77	
7	301-12234	COMPACTED AGGREGATE NO. 53	15	CYS		\$104.57	\$1,568.55	\$290.00	\$4,350.00	
8	604-06464	SUBBASE FOR PCCP	68	CYS		\$127.53	\$8,672.04	\$210.00	\$14,280.00	
9	306-08034	MILLING, ASPHALT, 1 1/2 IN.	1004	SYS		\$2.80	\$2,811.20	\$12.00	\$12,048.00	
10	306-08041	MILLING, PCCP, 3 IN.	1464.4	SYS		\$15.82	\$23,166.81	\$14.00	\$20,501.60	
11	401-07322	QC/QA-HMA, 3.64, SURFACE, 9.5 mm	83	TON		\$145.92	\$12,111.36	\$140.00	\$11,620.00	
12	401-07392	QC/QA-HMA, 3.64, INTERMEDIATE, 19.0 mm	24	TON		\$137.02	\$3,288.48	\$195.00	\$4,680.00	
13	406-05521	ASPHALT FOR TACK COAT	1004	SYS		\$0.49	\$491.96	\$0.55	\$552.20	
14	502-06329	PCCP, 12 IN.	260	SYS		\$154.24	\$40,102.40	\$105.00	\$27,300.00	
15	601-02241	GUARDRAIL, REMOVE	35	LFT		\$7.00	\$245.00	\$30.49	\$1,067.15	
16	601-06035	GUARDRAIL, RESET	122	LFT		\$49.76	\$6,070.72	\$80.00	\$9,760.00	
17	604-06070	SIDEWALK, CONCRETE	31.7	SYS		\$86.66	\$2,747.12	\$230.00	\$7,291.00	
18	604-08086	CURB RAMP, CONCRETE	182.6	SYS		\$243.34	\$44,433.88	\$155.00	\$28,303.00	
19	12083-605-	DETECTABLE WARNING SURFACES	3.5	SYS		\$387.52	\$1,356.32	\$310.00	\$1,085.00	
20	605-06090	CURB, INTEGRAL CONCRETE, MODIFIED	53	LFT		\$65.99	\$3,497.47	\$65.00	\$3,445.00	
21	605-06140	CURB AND GUTTER, MODIFIED	35	LFT		\$42.37	\$1,482.95	\$90.00	\$3,150.00	
22	616-05688	RIPRAP, CLASS 1	1472	TON		\$118.34	\$174,196.48	\$108.00	\$158,976.00	

TOTAL: \$2,181,601.65

TOTAL: \$2,687,878.77

% over 23.21%
% under 0.00%

23	616-06405	RIPRAP, REVETMENT	166	TON	\$84.37	\$14,005.42	\$115.00	\$19,090.00
24	616-12249	GEOTEXTILE FOR RIPRAP TYPE 2B	1162	SYS	\$5.00	\$5,810.00	\$6.00	\$6,972.00
25	703-01540	THREADED TIE BAR ASSEMBLY	66	EACH	\$52.77	\$3,482.82	\$42.00	\$2,772.00
26	703-06029	REINFORCING BARS, EPOXY COATED	46121	LBS	\$2.11	\$97,315.31	\$2.00	\$92,242.00
27	704-51002	CONCRETE, C, SUPERSTRUCTURE	410.3	CYS	\$1,633.88	\$670,380.96	\$800.00	\$328,240.00
28	706-08496	REINFORCED CONCRETE MOMENT SLAB, 12 IN.	53.7	SYS	\$312.00	\$16,754.40	\$225.00	\$12,082.50
29	706-09965	RAILING, CONCRETE, TX, MODIFIED	151	LFT	\$426.60	\$64,416.60	\$600.00	\$90,600.00
30	709-51821	SURFACE SEAL	1	LS	\$10,300.00	\$10,300.00	\$1,166.45	\$1,166.45
31	710-09158	PATCHING CONCRETE STRUCTURES, MKP	1407	SFT	\$146.52	\$206,153.64	\$255.00	\$358,785.00
32	713-04331	TEMPORARY CAUSEWAY	1	LS	\$72,000.00	\$72,000.00	\$600,000.00	\$600,000.00
33	722-01066	HYDRODEMOLITION	1327	SYS	\$116.22	\$154,223.94	\$130.00	\$172,510.00
34	722-51852	BRIDGE DECK PATCHING, PARTIAL DEPTH	1977	SFT	\$26.66	\$52,706.82	\$21.00	\$41,517.00
35	724-03855	EXPANSION JOINT SLIDING PLATE	32	LFT	\$925.20	\$29,606.40	\$270.00	\$8,640.00
36	724-12773	BRIDGE EXPANSION JOINT, PCF	136	LFT	\$150.32	\$20,443.52	\$85.00	\$11,560.00
37	801-06775	MAINTAINING TRAFFIC	1	LS	\$15,400.00	\$15,400.00	\$75,000.00	\$75,000.00
38	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	1	EACH	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00
39	805-06600	CONDUIT, PVC, 3 IN.	151	LFT	\$64.32	\$9,712.32	\$30.00	\$4,530.00
40	805-01842	HANDHOLE, SIGNAL, TYPE 1	3	EACH	\$2,150.00	\$6,450.00	\$2,000.00	\$6,000.00
41	805-04782	VIDEO VEHICLE DETECTOR SYSTEM (MIOVISION, 1 INTERSECTION CAMERA, 2 BACK DETECTION CAMERAS, INCLUDED SYSTEM)	1	EACH	\$38,750.00	\$38,750.00	\$35,000.00	\$35,000.00
42	805-78370	PEDESTRIAN PUSH BUTTON, NON-APS	1	EACH	\$750.00	\$750.00	\$1,200.00	\$1,200.00
43	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GAUGE	420	LFT	\$3.50	\$1,470.00	\$4.00	\$1,680.00
44	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GAUGE	410	LFT	\$4.00	\$1,640.00	\$5.00	\$2,050.00
45	807-06592	CONDUIT, STEEL, GALVANIZED, 2IN.	162	LFT	\$38.00	\$6,156.00	\$50.00	\$8,100.00
46	808-10049	LINE, MULTI-COMPONENT, SOLID, WHITE, 6 IN.	699	LFT	\$1.16	\$810.84	\$1.00	\$699.00
47	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	47	LFT	\$16.12	\$757.64	\$15.00	\$705.00
48	808-10057	LINE, MULTI-COMPONENT, SOLID, YELLOW, 6 IN.	787	LFT	\$1.16	\$912.92	\$1.00	\$787.00
49	808-10077	PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT LANE INDICATION ARROW	4	EACH	\$243.78	\$975.12	\$200.00	\$800.00

50	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	230	LFT	\$14.56	\$3,348.80	\$15.00	\$3,450.00
51	808-10192	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, BIKE SYMBOL	2	EACH	\$265.00	\$530.00	\$200.00	\$400.00
52	805-02087	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	1	LS	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00
53	703-06028	REINFORCING BARS (UNDISTRIBUTED)	20000	LBS	\$1.92	\$38,400.00	\$1.80	\$36,000.00
54	703-06029	REINFORCING BARS, EPOXY COATED (UNDISTRIBUTED)	20000	LBS	\$2.82	\$56,400.00	\$1.80	\$36,000.00
55	109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	50000	DOL	\$1.00	\$50,000.00	\$1.00	\$50,000.00



Notice of Award

Project: Parnell Avenue Bridge Rehabilitation

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0624X

Bidder: Milestone Contractors LP

Bidder's Address: PO Box 9782

Fort Wayne, IN 46899

You are notified that your Bid dated 3/27/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Parnell Avenue Bridge Rehabilitation

Bridge rehabilitation including structural concrete patching, pavement resurfacing, expansion joint replacement, maintenance of traffic, and associated work elements.

The Contract Price of your Contract is \$2,687,878.77.

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

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

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the following documents:
 - a. Performance Bond
 - b. Payment Bond
 - c. Certificate of Insurance
 - d. Executed E-Verify Affidavit.
 - e. Executed Drug Policy Acknowledgement Form.
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document to City of Fort Wayne Vendor Compliance, Jessica.Bucher@cityoffortwayne.org.



Notice of Award

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Contractor will be allowed an additional 11 calendar days to submit Bonds.

Within thirty days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

**CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS**

Shan Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Date: _____

cc: Project Manager

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

Resolution/Work Order #0624X

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: **Bridge rehabilitation including structural concrete patching, pavement resurfacing, expansion joint replacement, maintenance of traffic, and associated work elements.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **PARNELL AVE BRIDGE REHABILITATION**

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **VS Engineering, 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 **11/3/2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **12/1/2025**.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Environmental Commitments/Restrictions from Permits**

2. Milestone 2 **Open to Traffic, at least one travel lane in each direction, before Johnny Appleseed Festival on Sept. 20th & 21st**
3. Milestone 3 **[N/A]**

4.05 *Liquidated Damages*

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

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. Total of all unit prices **\$2,687,878.77.**

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 **26** sheets with each sheet bearing the following general title: **Bridge Rehabilitation Plans**
 7. Addenda (numbers [**1**] to [**1**], 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 acknowledged 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 **0624X**).

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)

0624X - Parnell Avenue Bridge Rehabilitation (#9583126)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

03/27/2025 02:00 PM EDT

Section	Tit	Line Item	Item Code	Item Description	UoM	Milestone Contractors LP		
						Quantity	Unit Price	Extension
0624X				Parnell Ave Bridge Rehab				\$2,637,878.77
		1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$50,975.34	\$50,975.34
		2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$134,393.40	\$134,393.40
		3	201-52370	CLEARING RIGHT OF WAY	LS	1	\$53,757.36	\$53,757.36
		4	202-02240	PAVEMENT REMOVAL	SYS	723	\$165.00	\$119,295.00
		5	203-02070	BORROW	CYS	28	\$135.00	\$3,780.00
		6	205-12108	EROSION CONTROL	LS	1	\$3,890.77	\$3,890.77
		7	301-12234	COMPACTED AGGREGATE NO. 53	CYS	15	\$290.00	\$4,350.00
		8	302-06464	SUBBASE FOR PCCP	CYS	68	\$210.00	\$14,280.00
		9	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	1004	\$12.00	\$12,048.00
		10	306-08041	MILLING, PCCP, 3 IN.	SYS	1464.4	\$14.00	\$20,501.60
		11	401-07322	QC/QA-HMA, 3, 64, SURFACE, 9.5 mm	TON	83	\$140.00	\$11,620.00
		12	401-07392	QC/QA-HMA, 3, 64, INTERMEDIATE, 19.0 mm	TON	24	\$195.00	\$4,680.00
		13	406-05521	ASPHALT FOR TACK COAT	SYS	1004	\$0.55	\$552.20
		14	502-06329	PCCP, 12 IN.	SYS	260	\$105.00	\$27,300.00
		15	601-02241	GUARDRAIL, REMOVE	LFT	35	\$30.49	\$1,067.15
		16	601-06035	GUARDRAIL, RESET	LFT	122	\$80.00	\$9,760.00
		17	604-06070	SIDEWALK, CONCRETE	SYS	31.7	\$230.00	\$7,291.00
		18	604-08086	CURB RAMP, CONCRETE	SYS	182.6	\$155.00	\$28,303.00
		19	604-12083	DETECTABLE WARNING SURFACES	SYS	3.5	\$310.00	\$1,085.00
		20	605-06090	CURB, INTEGRAL CONCRETE, MODIFIED	LFT	53	\$65.00	\$3,445.00
		21	605-06140	CURB AND GUTTER, MODIFIED	LFT	35	\$90.00	\$3,150.00
		22	616-05688	RIPRAP, CLASS 1	TON	1472	\$108.00	\$158,976.00
		23	616-06405	RIPRAP, REVETMENT	TON	166	\$115.00	\$19,090.00
		24	616-12249	GEOTEXTILE FOR RIPRAP TYPE 2B	SYS	1162	\$6.00	\$6,972.00
		25	703-01540	THREADED TIE BAR ASSEMBLY	EACH	66	\$42.00	\$2,772.00
		26	703-06029	REINFORCING BARS, EPOXY COATED	LBS	46121	\$2.00	\$92,242.00
		27	704-51002	CONCRETE, C, SUPERSTRUCTURE	CYS	410.3	\$800.00	\$328,240.00
		28	706-08496	REINFORCED CONCRETE MOMENT SLAB, 12 IN.	SYS	53.7	\$225.00	\$12,082.50
		29	706-09965	RAILING, CONCRETE, TX, MODIFIED	LFT	151	\$600.00	\$90,600.00
		30	709-51821	SURFACE SEAL	LS	1	\$1,166.45	\$1,166.45
		31	710-09158	PATCHING CONCRETE STRUCTURES, MKP	SFT	1407	\$255.00	\$358,785.00
		32	713-04331	TEMPORARY CAUSEWAY	LS	1	\$600,000.00	\$600,000.00
		33	722-01066	HYDRODEMOLITION	SYS	1327	\$130.00	\$172,510.00
		34	722-51852	BRIDGE DECK PATCHING, PARTIAL DEPTH	SFT	1977	\$21.00	\$41,517.00
		35	724-03855	EXPANSION JOINT SLIDING PLATE	LFT	32	\$270.00	\$8,640.00
		36	724-12773	BRIDGE EXPANSION JOINT, PCF	LFT	136	\$85.00	\$11,560.00
		37	801-06775	MAINTAINING TRAFFIC	LS	1	\$75,000.00	\$75,000.00
		38	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EACH	1	\$1,200.00	\$1,200.00
		39	805-06600	CONDUIT, PVC, 3 IN.	LFT	151	\$30.00	\$4,530.00
		40	805-01842	HANDHOLE, SIGNAL, TYPE 1 VIDEO VEHICLE DETECTOR SYSTEM (MIOVISION, 1 INTERSECTION CAMERA, 2 BACK	EACH	3	\$2,000.00	\$6,000.00
		41	805-04782	DETECTION CAMERAS, INCLUDED SYSTEM)	EACH	1	\$35,000.00	\$35,000.00
		42	805-78370	PEDESTRIAN PUSH BUTTON, NON-APS	EACH	1	\$1,200.00	\$1,200.00
		43	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GAUGE	LFT	420	\$4.00	\$1,680.00
		44	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GAUGE	LFT	410	\$5.00	\$2,050.00
		45	807-06592	CONDUIT, STEEL, GALVANIZED, 2IN.	LFT	162	\$50.00	\$8,100.00
		46	808-10049	LINE, MULTI-COMPONENT, SOLID, WHITE, 6 IN.	LFT	699	\$1.00	\$699.00
		47	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	LFT	47	\$15.00	\$705.00
		48	808-10057	LINE, MULTI-COMPONENT, SOLID, YELLOW, 6 IN.	LFT	787	\$1.00	\$787.00
		49	808-10077	PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT LANE INDICATION ARROW	EACH	4	\$200.00	\$800.00
		50	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	LFT	230	\$15.00	\$3,450.00
		51	808-10192	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, BIKE SYMBOL	EACH	2	\$200.00	\$400.00
		52	805-02087	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	LS	1	\$3,600.00	\$3,600.00
		53	703-06028	REINFORCING BARS (UNDISTRIBUTED)	LBS	20000	\$1.80	\$36,000.00
		54	703-06029	REINFORCING BARS, EPOXY COATED (UNDISTRIBUTED)	LBS	20000	\$1.80	\$36,000.00
				Allowance				\$50,000.00
		55	109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	DOL	50000	\$1.00	\$50,000.00
Base Bid Total:								\$2,687,878.77

Drug Policy Acknowledgement Form

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

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

Name of Company

By: _____

Name and Title

E-Verify Affidavit

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

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

Name of Company

By: _____

Title

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

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

WITNESS my hand and seal this _____ day of _____, 20_____.

My Commission Expires: _____

Signature of Notary Public

Resident of _____ County

Printed Name

COUNCIL DIGEST SHEET

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

Parnell Avenue Bridge Rehabilitation

RFPs & BIDS

Bid/RFP #	0624X
Awarded To	Milestone Contractors LP
Amount	\$2,687,878.77
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	5
Number of Bidders	1
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>	0624X
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 & 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>	MVH



FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Parnell Avenue Bridge Rehabilitation

Action Requested:

Requesting an Ordinance approving the **Parnell Avenue Bridge Rehabilitation** project pursuant to the Board of Public Works Resolution #0624X and an award to **Milestone Contractors LP** in the amount of **\$ 2,687,878.77**.

Description and Scope of the Work:

Bridge rehabilitation including structural concrete patching, pavement resurfacing, expansion joint replacement, maintenance of traffic, and associated work elements.

BILL NO. S-25-04-03

REPORT OF COMMITTEE ON PUBLIC WORKS

April 15, 2025

Martin Bender Chair

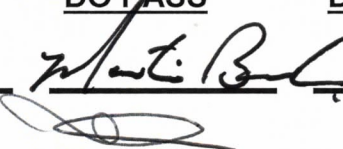

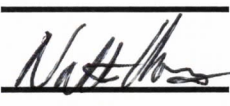
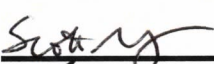
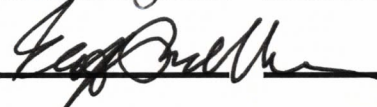
Rohli Booker Co-Chair

All Council Members

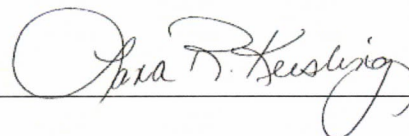
An Ordinance approving Construction Contract – Parnell Ave Bridge Rehabilitation - Work Order #0624X – between Milestone Contractors LP and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$2,687,878.77

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

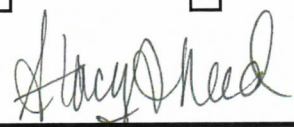
Read the first time in full and on motion by Councilperson Bender.

Read the second time by title and referred to the Public Works Committee.

Read the third time in full and on motion by Councilperson Bender, 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: April 22, 2025

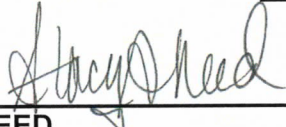


STACY REED, DEPUTY CITY CLERK

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

Special Ordinance No. S-25-04-03 on the 22nd day of April, 2025

ATTEST:

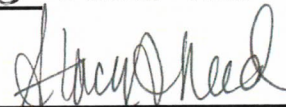


STACY REED
DEPUTY CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd of April 2025, at the hour of 8:45 o'clock A.M. 23rd E.S.T.



STACY REED, DEPUTY CITY CLERK

Approved and signed by me this 23rd day of April 2025, at the hour of 12:18 o'clock P.M. E.S.T.

SHARON TUCKER, MAYOR

