

1 **BILL NO. S-25-07-09**

2 SPECIAL ORDINANCE NO. 89-25

3 **AN ORDINANCE** approving a CONSTRUCTION
4 CONTRACT for ST. JOE RIVER DRIVE SIDEWALK -
5 RESOLUTION/WORK ORDER #112-6-10-25-1 -
6 (\$853,772.00) - between HIPSKIND CONCRETE
CORP. and the City of Fort Wayne, Indiana, by and
through its Board of Public Works.

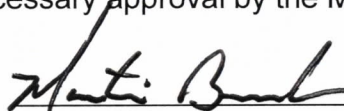
7 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
8 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

9 **SECTION 1.** That the CONSTRUCTION CONTRACT for ST. JOE
10 RIVER DRIVE SIDEWALK - RESOLUTION/WORK ORDER #112-6-10-25-1 -
11 between HIPSKIND CONCRETE CORP. and the City of Fort Wayne, Indiana, by
12 and through its Board of Public Works, is hereby ratified, and affirmed and
13 approved in all respects, respectfully for:
14

15 All labor, insurance, material, equipment, tools, power,
16 transportation, miscellaneous equipment, etc., necessary
17 to construct the St. Joe River Drive Sidewalk Project. The
18 proposed improvements include installing a new concrete walk
19 along the south side of St. Joe River Drive from Parnell to
Anthony. Project will include new pedestrian streetlights, curbs,
stormwater upgrades, and restoration;

20 involving a total cost of EIGHT HUNDRED FIFTY-THREE THOUSAND SEVEN
21 HUNDRED SEVENTY-TWO AND 00/100 DOLLARS - (\$853,772.00). A copy of
22 said Contract is on file with the Office of the City Clerk and made available for
public inspection, according to law.

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

25 
26 Council Member

27 APPROVED AS TO FORM AND LEGALITY

28
29 
30 Malak Heiny, City Attorney

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

Resolution/Work Order #**112-6-10-25-1**

This Agreement is by and between the **City of Fort Wayne – Board of Public Works** (“Owner”) and **HIPSKIND CONCRETE CORP.** (“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: **Installing a new concrete sidewalk along the south side of St. Joe River Drive from Parnell to Anthony. Project will also include new pedestrian streetlights, stormwater upgrades, and restoration.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **St. Joe River Drive Sidewalks**

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **Fleis & Vandenbrink**.

ARTICLE 4—CONTRACT TIMES

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **11-01-2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **11-26-2025**

4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 **N/A**
 - 2. Milestone 2 **N/A**
 - 3. Milestone 3 **N/A**

4.05 *Liquidated Damages*

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

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. Total of all unit prices **\$853,772.00**.

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 **53** sheets with each sheet bearing the following general title: **St. Joe River Drive Sidewalks.**
 7. Addenda (numbers **1** to **3**, 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 **112-6-10-25-1**).

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

**CONTRACTOR HIPS KIND CONCRETE
CORP.**

**OWNER
CITY OF FORT WAYNE**

BY: _____
Print Name _____

BY: _____
SHARON TUCKER, MAYOR

TITLE: _____

BOARD OF PUBLIC WORKS

DATE: _____
(Date signed by Contractor)

BY: _____
SHAN GUNAWARDENA, CHAIR

Address for giving notices:

BY: _____
KUMAR MENON, MEMBER

BY: _____
CHRIS GUERRERO, MEMBER

ATTEST: _____
MICHELLE FULK-VONDRAN, CLERK

DATE: _____
(Date signed by Board)

ESCROW AGREEMENT

THE ESCROW AGREEMENT made and entered into this _____ day of _____, 20__
by and between _____ (herein called
“Escrow Agent”), and City of Fort Wayne, **Board of Public Works** (herein called “Owner”) and
_____ (herein called “Contractor”).

WHEREAS, the Owner and Contractor have entered into a contract dated _____, 20__
providing for the construction by the Contractor of **St. Joe River Drive Sidewalks** a public work subject
to the provisions of I.C. 36-1-12-14; and

WHEREAS, said construction contract provides that portions of payments by Owner to
Contractor shall be retained by Owner (said payments herein referred to as “retainage”) and;

WHEREAS, I.C. 36-1-12-14 requires that certain public works projects in excess of Two
Hundred Thousand Dollars and 00/100 (\$200,000.00) include an Escrow Agreement to be completed
among the parties;

NOW THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the retainage, to be held in accordance with the terms of this Agreement.
2. Escrow Agent shall invest all escrowed principal in obligations selected by the Escrow Agent. All income earned on such funds shall be added to and become a part of the escrowed account.
3. The Escrow Agent shall hold the escrowed principal and income until receipt of notice from the Owner and the Contractor, specifying the part of the escrowed principal to be released from escrow and the person to whom that portion is to be released. After receipt of the notice, the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of escrowed income to the person specified in the notice.

4. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, then, disbursements by the Escrow Agent shall be made in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

5. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the manner in which the retainage is to be paid to the Escrow Agent, and to be paid by the Escrow Agent, pursuant to I.C. 36-1-12-14.

6. The retainage to be held pursuant to this Escrow Agreement shall consist of the following:
 - a. Five percent (5%) of the dollar value of all Work satisfactorily completed until the public work reaches Substantial Completion.

7. The Escrow Agent shall be compensated for his services. Said compensation shall be computed as follows:
 - a. A charge of \$_____ for the first twelve (12) months to be assessed at the end of the first year or upon termination of the agreement.

 - b. An additional charge of \$_____ for the second twelve (12) months period, such charge to be assessed at the end of the second year or upon termination of the agreement.

 - c. If the agreement is still in effect two (2) years from the initial investment date, charges for a period beyond two years shall be renegotiated. Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

 - d. The Escrow Agent shall be paid from the escrow income.

8. This agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

9. This instrument constitutes the entire agreement among the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its gross negligence or willful misconduct.

10. The Contractor, pursuant to I.C. 36-1-12-14 shall be paid in full all escrowed principal and income within sixty-one (61) days after the date of Substantial Completion, subject to I.C. 36-1-12-11, I.C. 36-1-12-12, and I.C. 36-1-12-13. If, within sixty-one (61) days after the date of Substantial Completion there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Owner shall be withheld until the item has been completed.

11. This Escrow Agreement shall be construed by the laws of the State of Indiana.

ESCROW AGENT:

BY: _____
(Signature)

(Printed Name)

(Address)

(City, State, ZIP)

Phone: _____

Fax: _____

OWNER:

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

BY: _____
Shan Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

Attest:

Michelle Fulk-Vondran, Clerk

Date

CONTRACTOR:

BY: _____
(Signature)

(Printed Name)

(Address)

(City, State, ZIP)

RE: **St. Joe River Drive Sidewalks**
RESOLUTION NO. **112-6-10-25-1**
WORK ORDER NO. **112-6-10-25-1**

DIGEST SHEET

TITLE OF ORDINANCE. The Community Development Division hereby requests that the Common Council consider and approve a construction contract for the St. Joe River Drive Sidewalk – Resolution/Work Order #112-6-10-25-1 - between Hipkind Concrete Corp. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

DEPARTMENT REQUESTING RESOLUTION. Community Development

SYNOPSIS OF ORDINANCE. Approves a contract for construction for the St, Joe River Drive Sidewalk – Resolution/Work Order #112-6-10-25-1 between Hipkind Concrete Corp. and the City of Fort Wayne, Indiana. The contract amount is \$853,772.00.

EFFECT OF PASSAGE. Hipkind Concrete Corp. will be responsible for installing a new concrete sidewalk, curb, and streetlights on St. Joe River Drive from Parnell to Anthony on the south side. This work is part of Community Development’s Historic Northeast Neighborhood plan by the Neighborhood Planning and Activation team. Construction will start in fall of this year and will be substantially completed by November 1, 2025, with restoration and final completion on November 26, 2025.

EFFECT OF NON-PASSAGE. Without approval of this contract, construction of this project will not move forward, leaving a crucial missing segment of sidewalk which the neighborhood and Concordia Lutheran students are relying on to walk this corridor safely.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). \$853,772.00 as budgeted from the Infrastructure line of Community Development’s LIT ED (CEDIT) budget

ASSIGNED TO COMMITTEE (PRESIDENT). _____



COMMUNITY DEVELOPMENT REDEVELOPMENT

Sharon Tucker, Mayor

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne, IN 46802

260 427-1127 fwcommunitydevelopment.org

MEMO

To: City of Fort Wayne Common Council

Copy: City of Fort Wayne Community Development Division

From: P.J. Thuringer, Community Development Administrator, 427-2144

Subject: Council Approval of a construction contract for St. Joe River Drive Sidewalk – Resolution/Work Order #112-6-10-25-1 -between Hipskind Concrete Corp. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Date: July 1, 2025

The Community Development Division hereby requests that the Common Council consider and approve a construction contract for the St. Joe River Drive Sidewalk – Resolution/Work Order #112-6-10-25-1 between Hipskind Concrete Corp. and the City of Fort Wayne, Indiana. The contract amount is \$853,772.00.

The proposed improvements include installing a new concrete sidewalk, curb, and streetlights on St. Joe River Drive from Parnell to Anthony on the south side. This work is part of Community Development's Historic Northeast Neighborhood plan by the Neighborhood Planning and Activation team. Construction will start in fall of this year and will be substantially completed by November 1, 2025, with restoration and final completion on November 26, 2025.

Requests for bids for this project were publicly advertised through Questcdn (Resolution/Work Order #112-6-10-25-1). We received three responsive bids. Staff have reviewed the bids and determined that Hipskind Concrete Corp. is the lowest and most responsive bidder. The cost is 1.88% over the engineer's estimate.

Please find attached the Construction Contract, Digest Summary, and Bid Tab summarizing the request.

Please feel free to contact me directly if you have any questions

PJ Thuringer
Community Development Administrator
O: 260.427.2144
Paul.thuringer@cityoffortwayne.org

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An Equal Opportunity Employer



BILL NO. S-25-07-09

REPORT OF COMMITTEE ON PUBLIC WORKS

July 22, 2025

Rohli Booker Chair

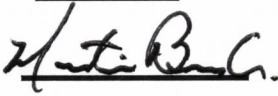

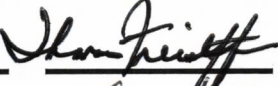

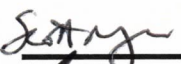
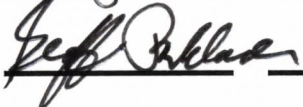
Martin Bender Co-Chair

All Council Members

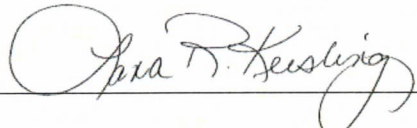
An Ordinance approving a Construction Contract for St. Joe River Drive Sidewalk - Resolution/Work Order #112-6-10-25-1 – between Hipkind Concrete Corp. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$853,772.00

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 Booker.

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: July 22, 2025

LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-25-07-09 on the 22nd day of July, 2025

ATTEST:

LANA R. KEESLING
CITY CLERK

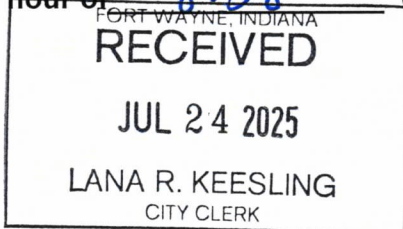
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd of July 2025, at the hour of 10:45 o'clock A.M. E.S.T.

LANA R. KEESLING, CITY CLERK

Approved and signed by me this 24th day of July 2025, at the

hour of 8:58 o'clock A.M. E. S.T.



SHARON TUCKER, MAYOR