

1 **BILL NO. S-25-10-03**

2 SPECIAL ORDINANCE NO. S-104-25

3  
4 **AN ORDINANCE** approving CONSTRUCTION  
5 CONTRACT – ILLINOIS ROAD TRAIL AND ROAD  
6 IMPROVEMENTS - (\$9,097,944.04) – between BUNN  
7 EXCAVATING, INC and the City of Fort Wayne, Indiana,  
8 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 - ILLINOIS  
12 ROAD TRAIL AND ROAD IMPROVEMENTS - between BUNN EXCAVATING,  
13 INC and the City of Fort Wayne, Indiana, by and through its Board of Public Works,  
14 is hereby ratified, and affirmed and approved in all respects, respectfully for:

15 All labor, insurance, material, equipment, tools, power, transportation,  
16 miscellaneous equipment, etc., necessary to IMPROVE ILLINOIS ROAD FROM  
17 THE RIGHT OF WAY OF INTERSTATE 69 TO ROCKHILL PARK WITH  
18 RESURFACING FROM GRAND NATIONAL DRIVE/MAGNAVOX WAY TO  
19 WEST JEFFERSON; WIDENING OF THE ROAD FROM GETZ ROAD TO THE  
20 AVENUE OF AUTOS; INCLUSION OF OFFSET TURN LANES AT FOUR  
21 INTERSECTIONS; NARROWING THE LANE WIDTH TO 11 FEET; AND  
22 CONSTRUCTING A 10-FOOT-WIDE MULTI-USE TRAIL FROM GETZ ROAD  
23 TO NORTH ROCKHILL PARK. THE PROJECT INCLUDES INTERSECTION  
24 IMPROVEMENTS, ROADWAY WIDENING, LANE NARROWING, MULTI-USE  
25 TRAIL, NEW CURB, RETAINING WALL, STORMWATER IMPROVEMENTS,  
26 MAINTENANCE OF TRAFFIC, TRAFFIC SIGNAL UPGRADES, ADA CURB  
27 RAMPS, PARK BENCHES;

28 involving a total cost of NINE MILLION NINETY-SEVEN THOUSAND NINE  
29 HUNDRED FORTY-FOUR and 04/100 DOLLARS - (\$9,097,944.04). A copy of  
30 said Contract is on file with the Office of the City Clerk and made available for  
public inspection, according to law.



ProJ:		RES. NO. / W.C 0620R													
Bid Date:		09/18/25													
LINE NO.	ITEM CODE	ITEM	Estimate		BIDDER: Bunn Excavating		BIDDER: E&B Paving		BIDDER: Fleming Excavating		BIDDER: Brooks Construct				
			PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)			
					TOTAL:	\$8,893,905.10	TOTAL:	\$9,097,944.04	TOTAL:	\$9,443,505.43	TOTAL:	\$9,881,886.01	TOTAL:	\$9,773,670.00	
					% over		2.29%	% over	6.18%	% over	8.86%	% over	9.88%	% over	0.00%
					% under		0.00%	% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%
1	106-06845	Construction Engineering	1	LS	\$145,989.90	\$145,989.90	\$134,791.59	\$134,791.59	\$173,900.00	\$173,900.00	\$75,725.00	\$75,725.00	\$150,000.00	\$150,000.00	
2	110-01001	Mobilization and Demobilization	1	LS	\$364,974.75	\$364,974.75	\$553,030.42	\$553,030.42	\$472,000.00	\$472,000.00	\$509,048.65	\$509,048.65	\$488,000.00	\$488,000.00	
3	107-09358	Inspection Hole, Deeper than 3 Ft	15	EA	\$1,000.00	\$15,000.00	\$993.33	\$14,899.95	\$1,150.00	\$17,250.00	\$1,150.00	\$17,250.00	\$1,375.00	\$20,625.00	
4	107-09367	Inspection Hole, 3 ft Deep or Less	15	EA	\$750.00	\$11,250.00	\$571.86	\$8,577.90	\$920.00	\$13,800.00	\$920.00	\$13,800.00	\$825.00	\$12,375.00	
5	201-52370	Clearing Right of Way	1	LS	\$72,994.95	\$72,994.95	\$64,264.78	\$64,264.78	\$86,047.67	\$86,047.67	\$324,488.00	\$324,488.00	\$85,000.00	\$85,000.00	
6	202-02273	Center Curb, Concrete, Remove	881	SYS	\$50.00	\$44,050.00	\$10.31	\$9,083.11	\$20.99	\$18,492.19	\$20.99	\$18,492.19	\$35.00	\$30,835.00	
7	202-74035	Sign Remove	20	EA	\$225.00	\$4,500.00	\$80.56	\$1,611.20	\$75.00	\$1,500.00	\$86.25	\$1,725.00	\$100.00	\$2,000.00	
8	203-02000	Common Excavation	3050	CYS	\$50.00	\$152,500.00	\$65.67	\$200,293.50	\$112.59	\$343,399.50	\$115.77	\$353,098.50	\$78.00	\$237,900.00	
9	203-02070	Borrow	1890	CYS	\$25.00	\$47,250.00	\$32.36	\$61,160.40	\$14.00	\$26,460.00	\$14.00	\$26,460.00	\$50.00	\$94,500.00	
10	205-12108	Storm Water Mgmt Budget	63587	DOL	\$1.00	\$63,587.00	\$1.00	\$63,587.00	\$1.00	\$63,587.00	\$1.00	\$63,587.00	\$1.00	\$63,587.00	
11	205-12618	SWQCP Stormwater Mgmt Implm.	1	LS	\$21,360.00	\$21,360.00	\$49,509.89	\$49,509.89	\$9,836.20	\$9,836.20	\$3,220.00	\$3,220.00	\$1,500.00	\$1,500.00	
12	205-12618	SWQCP Preparation	1	LS	\$15,000.00	\$15,000.00	\$3,007.70	\$3,007.70	\$2,800.00	\$2,800.00	\$20,700.00	\$20,700.00	\$2,800.00	\$2,800.00	
13	207-08284	Subgrade Treatment, Type II	12200	SYS	\$20.00	\$244,000.00	\$20.91	\$255,102.00	\$9.23	\$112,608.00	\$9.23	\$112,608.00	\$16.00	\$195,200.00	
14	211-09264	Structure Backfill, Type 1	631	CYS	\$70.00	\$44,170.00	\$65.16	\$41,115.96	\$40.38	\$25,479.78	\$40.40	\$25,492.40	\$75.00	\$47,325.00	
15	214-12238	Geotextile for Pavement, Type 2A	3385	SYS	\$8.00	\$27,080.00	\$4.78	\$16,112.60	\$7.07	\$23,931.95	\$7.07	\$23,931.95	\$3.75	\$12,693.75	
16	303-08210	Compacted Aggregate, No. 53, Temporary Driveways	300	TON	\$60.00	\$18,000.00	\$28.65	\$7,995.00	\$82.37	\$24,711.00	\$35.20	\$10,560.00	\$46.50	\$13,950.00	
17	304-07491	HMA Patching, Full Depth, C (Undistributed)	2000	TON	\$200.00	\$400,000.00	\$322.25	\$644,500.00	\$300.00	\$600,000.00	\$345.00	\$690,000.00	\$201.00	\$402,000.00	
18	304-07491b	HMA Patching, Partial Depth, C (Undistributed)	1080	TON	\$190.00	\$205,200.00	\$214.84	\$232,027.20	\$200.00	\$216,000.00	\$230.00	\$248,400.00	\$229.00	\$247,320.00	
19	306-08034	Milling Asphalt, 1 1/2 in.	11958	SYS	\$3.00	\$35,874.00	\$3.76	\$44,962.08	\$3.50	\$41,853.00	\$3.44	\$41,135.52	\$2.10	\$25,111.80	
20	306-08038	Milling Asphalt, 4 in.	77466	SYS	\$4.00	\$309,864.00	\$4.30	\$333,103.80	\$4.00	\$309,864.00	\$3.69	\$285,849.54	\$4.80	\$371,836.80	
21	306-FWVR0	Milling Asphalt, 1 in. to 4 in.	13562	SYS	\$5.00	\$67,810.00	\$7.47	\$101,308.14	\$7.40	\$100,358.80	\$5.48	\$74,319.78	\$3.75	\$50,857.50	
22	306-08043	Milling Transition	625	SYS	\$5.00	\$3,125.00	\$3.76	\$2,350.00	\$3.50	\$2,187.50	\$3.27	\$2,043.75	\$4.75	\$2,968.75	
23	401-11526	Joint Adhesive	55457	LFT	\$0.50	\$27,728.50	\$0.28	\$15,527.96	\$0.26	\$14,418.82	\$0.30	\$16,637.10	\$0.36	\$19,964.52	
24	402-FWVR0	HMA, B, 58S, Base, 25mm	1654	TON	\$80.00	\$132,320.00	\$105.27	\$174,116.58	\$98.00	\$162,082.00	\$112.70	\$186,405.80	\$115.00	\$190,210.00	
25	402-FWVR1	HMA Wedge and Level, Type C	52	TON	\$80.00	\$4,160.00	\$161.13	\$8,378.76	\$150.00	\$7,800.00	\$172.50	\$8,970.00	\$100.00	\$5,200.00	
26	402-FWVR1	HMA for Temporary Pavement, C	3000	TON	\$90.00	\$270,000.00	\$105.27	\$315,810.00	\$98.00	\$294,000.00	\$112.70	\$338,100.00	\$86.00	\$258,000.00	
27	402-FWVR2	HMA, C, 58S, Surface, 12.5mm	9090	TON	\$90.00	\$772,200.00	\$93.45	\$849,460.50	\$87.00	\$790,830.00	\$100.05	\$909,454.50	\$85.00	\$772,650.00	
28	402-FWVR1	HMA, C, 58S, Intermed., 19mm	13908	TON	\$85.00	\$1,182,180.00	\$89.16	\$1,240,037.28	\$83.00	\$1,154,364.00	\$95.45	\$1,327,518.60	\$85.00	\$1,182,180.00	
29	406-05520	Asphalt for Tack Coat	44	TON	\$500.00	\$22,000.00	\$687.47	\$30,248.68	\$640.00	\$28,160.00	\$736.00	\$32,384.00	\$1,020.00	\$44,880.00	
30	601-02241	Guardrail, Remove	53	LFT	\$30.00	\$1,590.00	\$53.71	\$2,846.63	\$50.00	\$2,650.00	\$27.83	\$1,474.99	\$50.00	\$2,650.00	
31	603-93373	Fence, Pedestrian	100	LFT	\$80.00	\$8,000.00	\$152.26	\$15,226.00	\$141.75	\$14,175.00	\$120.75	\$12,075.00	\$141.75	\$14,175.00	
32	604-09070	Sidewalk, Concrete	949	SYS	\$105.00	\$99,645.00	\$90.44	\$85,827.56	\$84.43	\$80,124.07	\$86.82	\$81,882.18	\$98.00	\$93,002.00	
33	604-07823	Stamped Concrete Sidewalk	216	SYS	\$155.00	\$33,480.00	\$194.25	\$41,958.00	\$181.08	\$39,113.28	\$207.97	\$44,921.52	\$200.00	\$43,200.00	
34	604-08086	Curb Ramp, Concrete	755	SYS	\$90.00	\$67,950.00	\$226.05	\$170,667.75	\$210.80	\$159,154.00	\$242.01	\$182,717.55	\$175.00	\$132,125.00	
35	604-12083	Detectable Warning Surface	121	SYS	\$105.00	\$12,705.00	\$154.47	\$18,690.87	\$143.80	\$17,399.80	\$165.37	\$20,009.77	\$180.00	\$21,780.00	
36	604-00001	Trail Surface	8898	SYS	\$60.00	\$533,880.00	\$33.45	\$297,638.10	\$31.16	\$277,261.68	\$35.81	\$318,637.38	\$37.00	\$329,226.00	
37	604-FWVR0	Sidewalk Trench Crossing, Trail	11	EA	\$4,500.00	\$49,500.00	\$8,915.69	\$98,072.59	\$8,300.00	\$91,300.00	\$9,545.00	\$104,995.00	\$13,500.00	\$148,500.00	

38	605-02493	Curb, Island Concrete	29	SYS	\$80.00	\$2,320.00	\$230.95	\$6,697.55	\$215.00	\$6,235.00	\$247.25	\$7,170.25	\$84.00	\$2,436.00
39	605-06140	Curb and Gutter, Concrete	237	LFT	\$90.00	\$21,330.00	\$53.71	\$12,729.27	\$50.00	\$11,850.00	\$57.50	\$13,627.50	\$70.00	\$16,590.00
40	605-06250	Center Curb, C Concrete	19	SYS	\$250.00	\$4,750.00	\$230.95	\$4,388.05	\$215.00	\$4,065.00	\$247.25	\$4,697.75	\$250.00	\$4,750.00
41	605-64811	Curb, Turnout	55	EA	\$225.00	\$12,375.00	\$1,503.85	\$8,711.75	\$1,400.00	\$77,000.00	\$1,610.00	\$88,550.00	\$1,500.00	\$82,500.00
42	605-FWR0	Curb, Concrete, III	6882	LFT	\$25.00	\$172,050.00	\$20.41	\$140,461.62	\$19.00	\$130,758.00	\$21.85	\$150,371.70	\$23.00	\$158,286.00
43	605-FWR0	Curb, Concrete, III (12 in.)	198	LFT	\$60.00	\$11,880.00	\$58.01	\$11,485.98	\$54.00	\$10,692.00	\$62.10	\$12,295.80	\$74.00	\$14,652.00
44	610-07488	HMA for Approaches, Type C	270	TON	\$115.00	\$31,050.00	\$214.84	\$58,006.80	\$200.00	\$54,000.00	\$230.00	\$62,100.00	\$126.00	\$34,020.00
45	610-07713	PCCP for Approaches, 8 in.	553	SYS	\$125.00	\$69,125.00	\$102.05	\$56,433.65	\$95.00	\$52,535.00	\$108.25	\$60,415.25	\$158.00	\$87,374.00
46	611-05497	Mailbox Assembly, Single	4	EA	\$150.00	\$600.00	\$456.53	\$1,826.12	\$425.00	\$1,700.00	\$488.75	\$1,955.00	\$425.00	\$1,700.00
47	616-06405	Riprap, Revetment	46	TON	\$85.00	\$3,910.00	\$75.24	\$3,461.04	\$48.62	\$2,236.52	\$48.62	\$2,236.52	\$120.00	\$5,520.00
48	616-12249	Geotextile for Riprap, Type 2B	60	SYS	\$7.00	\$420.00	\$25.60	\$1,536.00	\$7.00	\$420.00	\$7.00	\$420.00	\$30.00	\$1,800.00
49	619-03812	Bench	4	EA	\$3,500.00	\$14,000.00	\$2,524.32	\$10,097.28	\$3,250.00	\$13,000.00	\$3,737.50	\$14,950.00	\$3,250.00	\$13,000.00
50	621-01004	Mobilization and Demob. For Seed.	8	EA	\$450.00	\$3,600.00	\$537.09	\$4,296.72	\$1,500.00	\$12,000.00	\$1,282.25	\$10,258.00	\$500.00	\$4,000.00
51	621-06554	Mulched Seeding, U	14254	SYS	\$4.00	\$57,016.00	\$3.49	\$49,746.46	\$2.50	\$35,635.00	\$2.88	\$41,051.52	\$3.25	\$46,325.50
52	621-08181	Permanent Turf Reinf. Mat, Roadway	58	SYS	\$25.00	\$1,450.00	\$42.97	\$2,492.26	\$5.50	\$319.00	\$6.33	\$367.14	\$40.00	\$2,320.00
53	715-46500	Pipe End Section, Dia. 12 In.	7	EA	\$1,250.00	\$8,750.00	\$367.59	\$2,573.13	\$824.39	\$4,370.73	\$824.39	\$4,370.73	\$400.00	\$2,800.00
54	715-48005	Pipe End Section, Dia. 15 In.	5	EA	\$1,350.00	\$6,750.00	\$414.41	\$2,072.05	\$824.43	\$4,122.15	\$824.43	\$4,122.15	\$550.00	\$2,750.00
55	715-48010	Pipe End Section, Dia. 18 In.	2	EA	\$1,450.00	\$2,900.00	\$437.39	\$874.78	\$899.31	\$1,998.62	\$899.31	\$1,998.62	\$500.00	\$1,000.00
56	715-48020	Pipe End Section, Dia. 24 In.	3	EA	\$1,650.00	\$4,950.00	\$837.46	\$2,512.38	\$1,877.14	\$5,031.42	\$1,877.14	\$5,031.42	\$850.00	\$2,550.00
57	715-94530	Adjust Water Valve to Grade	9	LFT	\$1,000.00	\$9,000.00	\$325.01	\$2,925.09	\$750.00	\$6,750.00	\$750.00	\$6,750.00	\$275.00	\$2,475.00
58	715-FWR1	Pipe - 12" RCP, Class III	329	LFT	\$50.00	\$16,450.00	\$68.01	\$22,375.29	\$101.69	\$33,456.61	\$101.71	\$33,462.59	\$60.00	\$19,740.00
59	715-FWR1	Pipe - 15" RCP, Class III	629	LFT	\$60.00	\$37,740.00	\$75.17	\$47,281.93	\$110.03	\$69,208.87	\$110.03	\$69,208.87	\$65.00	\$40,885.00
60	715-FWR1	Pipe - 18" RCP, Class III	230	LFT	\$65.00	\$14,950.00	\$78.86	\$18,137.80	\$120.82	\$27,742.60	\$120.82	\$27,742.60	\$75.00	\$17,250.00
61	715-FWR1	Pipe - 24" RCP, Class III	649	EA	\$75.00	\$48,675.00	\$92.05	\$59,740.45	\$135.42	\$87,887.58	\$135.41	\$87,881.09	\$90.00	\$58,410.00
62	715-FWR3	CASTING - 24" Solid Storm Casting & Adjust to Grade	3	EA	\$1,250.00	\$3,750.00	\$541.21	\$1,623.63	\$940.00	\$2,820.00	\$940.00	\$2,820.00	\$1,100.00	\$3,300.00
63	720-02609	Manhole, Type H2	1	EA	\$7,500.00	\$7,500.00	\$4,115.75	\$4,115.75	\$6,068.00	\$6,068.00	\$6,068.00	\$6,068.00	\$5,500.00	\$5,500.00
64	720-03757	Manhole, Type C15	1	EA	\$4,500.00	\$4,500.00	\$3,936.37	\$3,936.37	\$5,376.00	\$5,376.00	\$5,376.00	\$5,376.00	\$5,500.00	\$5,500.00
65	720-45410	Manhole, Type C4	5	EA	\$4,250.00	\$21,250.00	\$3,089.91	\$15,449.55	\$3,970.00	\$19,850.00	\$3,970.00	\$19,850.00	\$5,500.00	\$27,500.00
66	720-90129	Manhole, Type J2	3	EA	\$10,000.00	\$30,000.00	\$4,115.75	\$12,347.25	\$7,068.00	\$21,204.00	\$7,068.00	\$21,204.00	\$5,500.00	\$16,500.00
67	720-90349	Manhole, Type C8	2	EA	\$5,500.00	\$11,000.00	\$3,406.79	\$6,813.58	\$5,309.00	\$10,618.00	\$5,309.00	\$10,618.00	\$5,500.00	\$11,000.00
68	720-90984	Manhole, Type C2	1	EA	\$5,750.00	\$5,750.00	\$3,557.18	\$3,557.18	\$4,470.00	\$4,470.00	\$4,470.00	\$4,470.00	\$5,500.00	\$5,500.00
69	720-94812	Manhole, Type K4	1	EA	\$16,000.00	\$16,000.00	\$4,674.32	\$4,674.32	\$5,666.00	\$5,666.00	\$5,666.00	\$5,666.00	\$7,000.00	\$7,000.00
70	720-95422	Manhole, Type J4	3	EA	\$12,000.00	\$36,000.00	\$3,648.49	\$10,945.47	\$4,568.00	\$13,704.00	\$4,568.00	\$13,704.00	\$5,500.00	\$16,500.00
71	720-97098	Fire Hydrant Assembly, Relocate	2	EA	\$7,500.00	\$15,000.00	\$2,185.24	\$4,370.48	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$5,750.00	\$11,500.00
72	720-97958	Manhole, Type K2	1	EA	\$15,000.00	\$15,000.00	\$5,141.59	\$5,141.59	\$6,166.00	\$6,166.00	\$6,166.00	\$6,166.00	\$7,000.00	\$7,000.00
73	720-FWR1	CASTING, Adjust to Grade	53	EA	\$1,000.00	\$53,000.00	\$311.65	\$16,533.35	\$1,000.00	\$53,000.00	\$1,000.00	\$53,000.00	\$575.00	\$30,475.00
74	720-FWR1	Inlet - Precast 30" Round Inlet, B	4	EA	\$3,500.00	\$14,000.00	\$2,605.46	\$10,421.84	\$2,151.00	\$8,604.00	\$2,151.00	\$8,604.00	\$3,500.00	\$14,000.00
75	720-FWR1	Inlet - Precast 30" Round Inlet, C	6	EA	\$3,750.00	\$22,500.00	\$3,865.47	\$23,192.82	\$2,390.00	\$14,340.00	\$2,390.00	\$14,340.00	\$3,900.00	\$21,000.00
76	720-FWR1	Inlet - Precast 33" Round Inlet, A	4	EA	\$4,250.00	\$17,000.00	\$2,734.36	\$10,937.44	\$2,289.00	\$9,156.00	\$2,289.00	\$9,156.00	\$4,000.00	\$16,000.00
77	720-FWR1	Inlet - Precast 33" Round Inlet, B	8	EA	\$4,500.00	\$36,000.00	\$2,734.36	\$21,874.88	\$2,289.00	\$18,312.00	\$2,289.00	\$18,312.00	\$4,000.00	\$32,000.00
78	720-FWR1	Inlet - Precast 33" Round Inlet, C	1	EA	\$4,750.00	\$4,750.00	\$3,435.80	\$3,435.80	\$2,528.00	\$2,528.00	\$2,528.00	\$2,528.00	\$4,000.00	\$4,000.00
79	732-11810	Modular Block Wall	458	SFT	\$150.00	\$68,700.00	\$74.21	\$33,988.18	\$67.50	\$30,915.00	\$77.63	\$35,554.54	\$75.00	\$34,350.00
80	801-06207	Temp. Pmnt Mark, Removable, 4 in.	143158	LFT	\$1.00	\$143,158.00	\$1.64	\$234,779.12	\$1.25	\$178,947.50	\$1.76	\$251,958.08	\$1.25	\$178,947.50

81	801-06207	Temp. Pvrnt Mark, Removable, 5 in.	8948	LFT	\$2.00	\$17,896.00	\$2.41	\$21,564.68	\$1.25	\$11,185.00	\$2.58	\$23,085.84	\$1.25	\$11,185.00
82	801-06209	Temp. Pvrnt Mark, Removable, 6 in.	2388	LFT	\$2.00	\$4,778.00	\$2.63	\$6,280.44	\$2.50	\$5,970.00	\$2.82	\$6,734.16	\$2.50	\$5,970.00
83	801-06211	Temp. Pvrnt. Mess. Mkg. Remov.	105	EA	\$250.00	\$26,250.00	\$194.43	\$20,415.15	\$150.00	\$15,750.00	\$208.15	\$21,855.75	\$150.00	\$15,750.00
84	801-06216	Temp. Trans. Pvrnt. Mkg. Remov. 24 ft	1764	LFT	\$2.00	\$3,528.00	\$12.50	\$22,050.00	\$20.00	\$35,280.00	\$13.39	\$23,619.96	\$20.00	\$35,280.00
85	801-06640	Construction Sign, Type A	72	EA	\$210.00	\$15,120.00	\$264.25	\$19,026.00	\$450.00	\$32,400.00	\$282.90	\$20,368.80	\$450.00	\$32,400.00
86	801-06645	Construction Sign, Type B	7	EA	\$190.00	\$1,330.00	\$136.42	\$954.94	\$200.00	\$1,400.00	\$146.05	\$1,022.35	\$200.00	\$1,400.00
87	801-06710	Flashing Arrow Sign	105	DAYS	\$15.00	\$1,575.00	\$17.19	\$1,804.95	\$25.00	\$2,625.00	\$18.40	\$1,932.00	\$25.00	\$2,625.00
88	801-07119	Barricade, III-B	528	LFT	\$80.00	\$42,240.00	\$17.12	\$9,039.36	\$18.00	\$9,504.00	\$18.33	\$9,678.24	\$18.00	\$9,504.00
89	802-03126	Sign, Overhead, Relocate	18	EA	\$1,250.00	\$22,500.00	\$161.13	\$2,900.34	\$150.00	\$2,700.00	\$172.50	\$3,105.00	\$350.00	\$6,300.00
90	802-05701	Sign Post, Square, Type 1, Reinf. Anch.	444	LFT	\$45.00	\$19,980.00	\$19.34	\$8,586.96	\$18.00	\$7,992.00	\$20.70	\$9,190.80	\$22.50	\$9,990.00
91	802-09838	Sign, Sheet, W Legend, 0.080 Thick	36	SFT	\$55.00	\$1,980.00	\$16.11	\$579.96	\$15.00	\$540.00	\$17.25	\$621.00	\$15.00	\$540.00
92	802-09840	Sign, Sheet, W Legend, 0.100 Thick	210	SFT	\$60.00	\$12,600.00	\$26.85	\$5,638.50	\$25.00	\$5,250.00	\$28.75	\$6,037.50	\$25.00	\$5,250.00
93	805-01300	Traffic Signal Equipment, Remove (Pedestrian Pole, Foundation, and Attachments)	1	EA	\$3,000.00	\$3,000.00	\$805.64	\$805.64	\$750.00	\$750.00	\$862.50	\$862.50	\$1,250.00	\$1,250.00
94	805-01300	Traffic Signal Equipment, Remove (Push Buttons)	6	EA	\$3,000.00	\$18,000.00	\$1,074.18	\$6,445.08	\$1,000.00	\$6,000.00	\$1,150.00	\$6,900.00	\$1,500.00	\$9,000.00
95	805-01579	Miscellaneous Equipment for Traffic Signals	1	LS	\$2,500.00	\$2,500.00	\$6,982.17	\$6,982.17	\$6,500.00	\$6,500.00	\$7,475.00	\$7,475.00	\$7,500.00	\$7,500.00
96	805-01628	Traffic Signal Head, Realign (or Relocate)	24	EA	\$1,200.00	\$28,800.00	\$1,611.27	\$38,670.48	\$1,500.00	\$36,000.00	\$1,725.00	\$41,400.00	\$750.00	\$18,000.00
97	805-01842	Handhole, Signal, Adjust to Grade	9	EA	\$1,500.00	\$13,500.00	\$966.78	\$8,700.84	\$900.00	\$8,100.00	\$1,035.00	\$9,315.00	\$750.00	\$6,750.00
98	805-01842	Handhole, Signal, Type 1	3	EA	\$1,500.00	\$4,500.00	\$1,611.27	\$4,833.81	\$1,500.00	\$4,500.00	\$1,725.00	\$5,175.00	\$2,000.00	\$6,000.00
99	805-01844	Conduit, Steel, Galvanized, 2 In.	3036	LFT	\$2.00	\$6,072.00	\$37.60	\$114,153.60	\$35.00	\$106,260.00	\$40.25	\$122,199.00	\$35.00	\$106,260.00
100	805-01844	Conduit, Steel, Galvanized, 2 In.	163	LFT	\$2.00	\$328.00	\$37.60	\$6,128.00	\$35.00	\$5,705.00	\$40.25	\$6,560.75	\$35.00	\$5,705.00
101	805-02087	Transportation of Salvageable Signal Equipment	1	LS	\$2,500.00	\$2,500.00	\$2,685.45	\$2,685.45	\$2,500.00	\$2,500.00	\$2,875.00	\$2,875.00	\$2,500.00	\$2,500.00
102	805-02150	Pedestrian Signal Head, Countdown, 18 in. (relocate)	2	EA	\$1,250.00	\$2,500.00	\$268.55	\$537.10	\$250.00	\$500.00	\$287.50	\$575.00	\$450.00	\$900.00
103	805-02150	Pedestrian Signal Head, Countdown, 18 in.	37	EA	\$2,500.00	\$92,500.00	\$778.78	\$28,814.86	\$725.00	\$26,825.00	\$833.75	\$30,848.75	\$1,000.00	\$37,000.00
104	805-02392	Signal Pole Foundation, 36 in x 72 in	0	EA	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
105	805-02445	Controller and Cabinet, Type P1 (remove ex. And Install New)	6	EA	\$2,250.00	\$13,500.00	\$2,148.36	\$12,890.16	\$2,000.00	\$12,000.00	\$2,300.00	\$13,800.00	\$2,500.00	\$15,000.00
106	805-05405	Signal Pole, Pedestal, 4Ft	13	EA	\$2,500.00	\$32,500.00	\$832.49	\$10,822.37	\$775.00	\$10,075.00	\$881.25	\$11,586.25	\$1,000.00	\$13,000.00
107	805-08129	Signal Cable (CAT 5 Communication Cable)	8571	LFT	\$1.00	\$8,571.00	\$7.25	\$62,139.75	\$6.75	\$57,854.25	\$7.76	\$66,510.96	\$3.50	\$29,998.50
108	805-11817	Pedestrian Button, APS	37	EA	\$1,500.00	\$55,500.00	\$1,906.67	\$70,546.79	\$1,775.00	\$65,675.00	\$2,041.25	\$75,526.25	\$2,750.00	\$101,750.00
109	805-78205	Traffic Signal Head, No. 3 Section, 12 In.	3	EA	\$3,500.00	\$10,500.00	\$853.97	\$2,561.91	\$795.00	\$2,385.00	\$914.25	\$2,742.75	\$1,200.00	\$3,600.00
110	805-78490	Signal Cable, Control, Copper 3C/14Ga	5524	LFT	\$1.00	\$5,524.00	\$4.30	\$23,753.20	\$4.00	\$22,096.00	\$4.60	\$25,410.40	\$3.50	\$19,334.00
111	805-78495	Signal Cable, Control, Copper 5C/14Ga	5487	LFT	\$1.00	\$5,487.00	\$5.37	\$29,465.19	\$5.00	\$27,435.00	\$5.75	\$31,550.25	\$5.00	\$27,435.00
112	805-78490	Signal Cable, Control, Copper 7C/14Ga	307	LFT	\$1.00	\$307.00	\$9.67	\$2,968.69	\$9.00	\$2,763.00	\$10.35	\$3,177.45	\$8.50	\$1,995.50
113	805-90005	Signal Pole, Pedestal, 10 ft	16	EA	\$1,750.00	\$28,000.00	\$1,074.18	\$17,186.88	\$1,000.00	\$16,000.00	\$1,150.00	\$18,400.00	\$1,200.00	\$19,200.00
114	805-FWR5	Video Detection System, Miovision Core w/Detection Plus Bundle	8	EA	\$35,000.00	\$280,000.00	\$28,986.73	\$231,893.84	\$26,985.00	\$215,880.00	\$31,032.75	\$248,262.00	\$33,000.00	\$264,000.00
115	805-FWR5	Video Detection System, Miovision Intersection 360 Ball	16	EA	\$4,000.00	\$64,000.00	\$5,370.90	\$85,934.40	\$5,000.00	\$80,000.00	\$5,750.00	\$92,000.00	\$4,250.00	\$68,000.00
116	805-FWR5	Video Detection System, Miovision Smartview Approach	20	EA	\$3,000.00	\$60,000.00	\$4,833.81	\$96,676.20	\$4,500.00	\$90,000.00	\$5,175.00	\$103,500.00	\$3,650.00	\$73,000.00
117	805-FWR5	Video Detection Hardware, Miovision Poe Switch (Trendnet TlPg541)	18	EA	\$1,500.00	\$27,000.00	\$2,685.45	\$48,338.10	\$2,500.00	\$45,000.00	\$2,875.00	\$51,750.00	\$1,400.00	\$25,200.00
118	807-02822	Light Pole, Steel, Relocate	5	EA	\$10,000.00	\$50,000.00	\$1,611.27	\$8,056.35	\$1,500.00	\$7,500.00	\$1,725.00	\$8,625.00	\$3,900.00	\$19,000.00
119	807-04922	Light Standard Foundation	5	EA	\$5,500.00	\$27,500.00	\$2,094.65	\$10,473.25	\$1,950.00	\$9,750.00	\$2,242.50	\$11,212.50	\$2,750.00	\$13,750.00
120	807-86843	Wire, No 4 Copper, 1/C	2594	LFT	\$1.00	\$2,594.00	\$16.11	\$41,789.34	\$15.00	\$38,910.00	\$17.25	\$44,746.50	\$8.00	\$15,964.00
121	808-10031	Line, Multi-Comp. Broken, White, 4 in.	20958	LFT	\$0.50	\$10,479.00	\$1.20	\$25,149.60	\$1.00	\$20,958.00	\$1.29	\$27,035.82	\$1.00	\$20,958.00
122	808-10033	Line, Multi-Comp. Solid, White, 4 in.	17822	LFT	\$0.50	\$8,911.00	\$1.01	\$18,000.22	\$1.00	\$17,822.00	\$1.08	\$19,247.76	\$1.00	\$17,822.00
123	808-10034	Line, Multi-Comp. Solid, Yellow, 4 in	22343	LFT	\$0.50	\$11,171.50	\$1.01	\$22,566.43	\$1.00	\$22,343.00	\$1.08	\$24,130.44	\$1.00	\$22,343.00

124	808-10036	Line, Multi-Comp, Broken, Yellow, 4 in.	8288	LFT	\$0.50	\$4,144.00	\$1.20	\$9,845.60	\$1.00	\$8,288.00	\$1.29	\$10,681.52	\$1.00	\$8,288.00
125	808-10037	Line, Multi-Comp, Solid, White, 12 in.	836	LFT	\$1.00	\$836.00	\$3.88	\$3,243.68	\$3.00	\$2,508.00	\$4.15	\$3,469.40	\$3.00	\$2,508.00
126	808-10037	Line, Multi-Comp, Solid, White, 8 in.	4674	LFT	\$0.50	\$2,337.00	\$1.94	\$9,067.56	\$2.00	\$9,348.00	\$2.08	\$9,721.92	\$2.00	\$9,348.00
127	808-10051	Trans. Mkg, Multi-Comp, Stop, 24 in.	1312	LFT	\$15.00	\$19,680.00	\$14.65	\$19,220.80	\$20.00	\$26,240.00	\$15.69	\$20,585.28	\$20.00	\$26,240.00
128	808-10052	Pvmt. Mess. Mkg, Multi-Component, Only	10	EA	\$20.00	\$200.00	\$258.88	\$2,588.80	\$250.00	\$2,500.00	\$277.15	\$2,771.50	\$250.00	\$2,500.00
129	808-10056	Trans. Mkg., Multi-Comp, Crosswalk, White, 6 in.	514	LFT	\$10.00	\$5,140.00	\$5.89	\$3,027.46	\$7.00	\$3,598.00	\$6.30	\$3,238.20	\$7.00	\$3,598.00
130	808-10058	Line, Multi-Comp, Solid, Yellow, 8 in.	1432	LFT	\$1.00	\$1,432.00	\$1.94	\$2,778.08	\$2.00	\$2,864.00	\$2.08	\$2,978.56	\$2.00	\$2,864.00
131	808-10059	Line, Multi-Comp, Solid, Yellow, 12 in.	509	LFT	\$1.00	\$509.00	\$3.88	\$1,874.92	\$3.00	\$1,527.00	\$4.15	\$2,112.35	\$3.00	\$1,527.00
132	808-10077	Pvmt. Mess. Mkg., Multi-Comp, Lane Arrow	98	EA	\$50.00	\$4,900.00	\$237.39	\$23,264.22	\$250.00	\$24,500.00	\$254.15	\$24,906.70	\$250.00	\$24,500.00
133	808-10097	Pvmt. Mess. Mkg., Multi-Comp, Yield, 27 in.	30	LFT	\$50.00	\$1,500.00	\$19.57	\$587.10	\$100.00	\$3,000.00	\$20.95	\$628.50	\$100.00	\$3,000.00
134	808-10099	Trans. Mkg, Multi-Comp, Cross, White, 24	1312	LFT	\$5.00	\$6,560.00	\$14.65	\$19,220.80	\$20.00	\$26,240.00	\$15.69	\$20,585.28	\$20.00	\$26,240.00
135	808-11481	Line, Multi-Comp, Dotted, White, 4 in.	257	LFT	\$1.00	\$257.00	\$5.27	\$1,354.39	\$1.00	\$257.00	\$5.65	\$1,452.05	\$1.00	\$257.00
136	808-11548	Line, Multi-Comp, Dotted, Yellow, 4 in.	219	LFT	\$1.00	\$219.00	\$5.27	\$1,154.13	\$1.00	\$219.00	\$5.65	\$1,237.35	\$1.00	\$219.00
137	801-06775	Maintaining Traffic	1	LFT	\$729,949.50	\$729,949.50	\$164,741.91	\$164,741.91	\$925,800.00	\$925,800.00	\$155,734.70	\$155,734.70	\$1,170,502.88	\$1,170,502.88
138	808-95638	Center Curb Painting	290	SFT	\$5.00	\$1,450.00	\$17.66	\$5,121.40	\$6.00	\$1,740.00	\$18.91	\$5,483.90	\$6.00	\$1,740.00
139	823-FWR11	Topsoil	2375	TON	\$42.00	\$99,750.00	\$45.12	\$107,160.00	\$40.00	\$95,000.00	\$43.30	\$102,837.50	\$42.00	\$99,750.00
140	805-02645	Signal Pole Foundation, 24 in. X 24 in. X 36 in.	29	EA	\$4,000.00	\$116,000.00	\$1,074.18	\$31,151.22	\$1,000.00	\$29,000.00	\$1,150.00	\$33,350.00	\$1,400.00	\$40,800.00
141	807-06335	Paved Side Ditch, Type A	781	LFT	\$47.00	\$36,707.00	\$55.86	\$43,626.66	\$51.74	\$40,408.94	\$59.80	\$46,703.80	\$145.00	\$113,245.00
142	109-04299	Work Allowance	250000	DOL	\$1.00	\$250,000.00	\$1.00	\$250,000.00	\$1.00	\$250,000.00	\$1.00	\$250,000.00	\$1.00	\$250,000.00



## Notice of Award

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Project: ILLINOIS ROAD TRAIL AND ROAD IMPROVEMENTS

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Owner: City of Fort Wayne Board of Works

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Resolution/Work Order #0620R

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Bidder: Bunn Excavating, Inc

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Bidder's Address: 3204 Lower Huntington Road

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Fort Wayne, IN, 46809

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You are notified that your Bid dated 9/18/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for ILLINOIS ROAD TRAIL AND ROAD IMPROVEMENTS

Improve Illinois Road from the right of way of Interstate 69 to Rockhill Park with resurfacing from Grand National Drive/Magnavox Way to West Jefferson; widening of the road from Getz Road to the Avenue of Autos; inclusion of offset turn lanes at four intersections; narrowing the lane width to 11 feet; and constructing a 10-foot wide multi-use trail from Getz Road to North Rockhill Park. The project includes intersection improvements, roadway widening, lane narrowing, multi-use trail, new curb, retaining wall, stormwater improvements, maintenance of traffic, traffic signal upgrades, ADA curb ramps, park benches.

The Contract Price of your Contract is \$9,097,944.04.

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, [gina.kostoff@cityoffortwayne.org](mailto:gina.kostoff@cityoffortwayne.org).

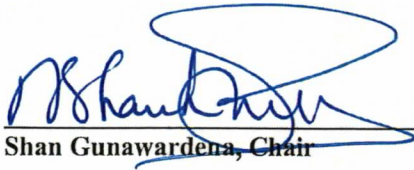


## Notice of Award

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

ABSENT

Kumar Menon, Member



Chris Guerrero, Member

ATTEST:



Michelle Fulk-Vondran, Clerk

Date: 9.30.25

cc: Project Manager

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

Resolution/Work Order #0620R

This Agreement is by and between the City of Fort Wayne – Board of Public Works (“Owner”) and **Bunn Excavating, Inc** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improve Illinois Road from the right of way of Interstate 69 to Rockhill Park with resurfacing from Grand National Drive/Magnavox Way to West Jefferson; widening of the road from Getz Road to the Avenue of Autos; inclusion of offset turn lanes at four intersections; narrowing the lane width to 11 feet; and constructing a 10-foot wide multi-use trail from Getz Road to North Rockhill Park. The project includes intersection improvements, roadway widening, lane narrowing, multi-use trail, new curb, retaining wall, stormwater improvements, maintenance of traffic, traffic signal upgrades, ADA curb ramps, park benches.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **ILLINOIS ROAD TRAIL AND ROAD IMPROVEMENTS**

## ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **ENGINEERING RESOURCES, 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 **10/15/2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **11/12/2027**.

4.03 *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 **\$9,097,944.04.**

## 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. **97** percent of the value of the Work completed (with the balance being retainage).
    - b. **97** 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 **196** sheets with each sheet bearing the following general title: **ILLINOIS TRAIL, ROADWAY & INTERSECTION IMPROVEMENTS**
  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 three percent (**3%**) 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 **97%** 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 **3%** 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 **0620R**).

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

**CONTRACTOR**

**Bunn Excavating, Inc**

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)

0620R - ILLINOIS ROAD TRAIL AND ROAD IMPROVEMENTS (#9815733)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

09/18/2025 02:00 PM EDT

			Bunn Excavating, Inc				
Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension
Illinois Road Trail and R							\$8,847,944.04
	1	105-06845	Construction Engineering	LS	1	\$134,791.59	\$134,791.59
	2	110-01001	Mobilization and Demobilization	LS	1	\$553,030.42	\$553,030.42
	3	107-09358	Inspection Hole, Deeper than 3 Ft	EA	15	\$993.33	\$14,899.95
	4	107-09367	Inspection Hole, 3 ft Deep or Less	EA	15	\$571.86	\$8,577.90
	5	201-52370	Clearing Right of Way	LS	1	\$64,264.78	\$64,264.78
	6	202-02273	Center Curb, Concrete, Remove	SYS	881	\$10.31	\$9,083.11
	7	202-74035	Sign Remove	EA	20	\$80.56	\$1,611.20
	8	203-02000	Common Excavation	CYS	3050	\$65.67	\$200,293.50
	9	203-02070	Borrow	CYS	1890	\$32.36	\$61,160.40
	10	205-12108	Storm Water Mgmt Budget	DOL	63587	\$1.00	\$63,587.00
	11	205-12616	SWQCP Stormwater Mgmt Implem.	LS	1	\$49,509.89	\$49,509.89
	12	205-12618	SWQCP Preparation	LS	1	\$3,007.70	\$3,007.70
	13	207-08264	Subgrade Treatment, Type II	SYS	12200	\$20.91	\$255,102.00
	14	211-09264	Structure Backfill, Type 1	CYS	631	\$65.16	\$41,115.96
	15	214-12238	Geotextile for Pavement, Type 2A	SYS	3385	\$4.76	\$16,112.60
	16	303-08210	Compacted Aggregate, No. 53, Temporary Driveways	TON	300	\$26.65	\$7,995.00
	17	304-07491	HMA Patching, Full Depth, C (Undistributed)	TON	2000	\$322.25	\$644,500.00
	18	304-07491b	HMA Patching, Partial Depth, C (Undistributed)	TON	1080	\$214.84	\$232,027.20
	19	306-08034	Milling Asphalt, 1 1/2 in.	SYS	11958	\$3.76	\$44,962.08
	20	306-08038	Milling Asphalt, 4 in.	SYS	77466	\$4.30	\$333,103.80
	21	306-FWR02	Milling, Asphalt, 1 in. to 4 in.	SYS	13562	\$7.47	\$101,308.14
	22	306-08043	Milling Transition	SYS	625	\$3.76	\$2,350.00
	23	401-11526	Joint Adhesive	LFT	55457	\$0.28	\$15,527.96
	24	402-FWR07	HMA, B, 58S, Base, 25mm	TON	1654	\$105.27	\$174,116.58
	25	402-FWR14	HMA Wedge and Level, Type C	TON	52	\$161.13	\$8,378.76
	26	402-FWR16	HMA for Temporary Pavement, C	TON	3000	\$105.27	\$315,810.00
	27	402-FWR20	HMA, C, 58S, Surface, 12.5mm	TON	9090	\$93.45	\$849,460.50
	28	402-FWR19	HMA, C, 58S, Intermed., 19mm	TON	13908	\$89.16	\$1,240,037.28
	29	406-05520	Asphalt for Tack Coat	TON	44	\$687.47	\$30,248.68
	30	601-02241	Guardrail, Remove	LFT	53	\$53.71	\$2,846.63
	31	603-93373	Fence, Pedestrian	LFT	100	\$152.26	\$15,226.00
	32	604-06070	Sidewalk, Concrete	SYS	949	\$90.44	\$85,827.56
	33	604-07823	Stamped Concrete Sidewalk	SYS	216	\$194.25	\$41,958.00
	34	604-08086	Curb Ramp, Concrete	SYS	755	\$226.05	\$170,667.75
	35	604-12083	Detectable Warning Surface	SYS	121	\$154.47	\$18,690.87
	36	604-C0001	Trail Surface	SYS	8898	\$33.45	\$297,638.10
	37	604-FWR07	Sidewalk Trench Crossing, Trail	EA	11	\$8,915.69	\$98,072.59
	38	605-02493	Curb, Island Concrete	SYS	29	\$230.95	\$6,697.55
	39	605-06140	Curb and Gutter, Concrete	LFT	237	\$53.71	\$12,729.27
	40	605-06250	Center Curb, C Concrete	SYS	19	\$230.95	\$4,388.05
	41	605-64811	Curb, Turnout	EA	55	\$1,503.85	\$82,711.75
	42	605-FWR05	Curb, Concrete, III	LFT	6882	\$20.41	\$140,461.62
	43	605-FWR05	Curb, Concrete, III (12 in.)	LFT	198	\$58.01	\$11,485.98
	44	610-07488	HMA for Approaches, Type C	TON	270	\$214.84	\$58,006.80
	45	610-07713	PCCP for Approaches, 8 In.	SYS	553	\$102.05	\$56,433.65
	46	611-06497	Mailbox Assembly, Single	EA	4	\$456.53	\$1,826.12
	47	616-06405	Riprap, Revetment	TON	46	\$75.24	\$3,461.04
	48	616-12249	Geotextile for Riprap, Type 2B	SYS	60	\$25.60	\$1,536.00
	49	618-03812	Bench	EA	4	\$2,524.32	\$10,097.28
	50	621-01004	Mobilization and Demob. For Seed.	EA	8	\$537.09	\$4,296.72
	51	621-06554	Mulched Seeding, U	SYS	14254	\$3.49	\$49,746.46
	52	621-08161	Permanent Turf Reinf. Mat, Roadway	SYS	58	\$42.97	\$2,492.26
	53	715-46000	Pipe End Section, Dia. 12 In.	EA	7	\$367.59	\$2,573.13
	54	715-46005	Pipe End Section, Dia. 15 In.	EA	5	\$414.41	\$2,072.05
	55	715-46010	Pipe End Section, Dia. 18 In.	EA	2	\$437.39	\$874.78
	56	715-46020	Pipe End Section, Dia. 24 In.	EA	3	\$837.46	\$2,512.38
	57	715-94530	Adjust Water Valve to Grade	LFT	9	\$325.01	\$2,925.09
	58	715-FWR13	Pipe - 12" RCP, Class III	LFT	329	\$68.01	\$22,375.29
	59	715-FWR14	Pipe - 15" RCP, Class III	LFT	629	\$75.17	\$47,281.93
	60	715-FWR15	Pipe - 18" RCP, Class III	LFT	230	\$78.86	\$18,137.80
	61	715-FWR16	Pipe - 24" RCP, Class III	EA	649	\$92.05	\$59,740.45
	62	715-FWR30	Casting - 24" Solid Storm Casting & Adjust to Grade	EA	3	\$541.21	\$1,623.63
	63	720-02609	Manhole, Type H2	EA	1	\$4,115.75	\$4,115.75
	64	720-03757	Manhole, Type C15	EA	1	\$3,936.37	\$3,936.37
	65	720-45410	Manhole, Type C4	EA	5	\$3,089.91	\$15,449.55
	66	720-90129	Manhole, Type J2	EA	3	\$4,115.75	\$12,347.25
	67	720-90349	Manhole, Type C8	EA	2	\$3,406.79	\$6,813.58
	68	720-90984	Manhole, Type C2	EA	1	\$3,557.18	\$3,557.18

69	720-94612	Manhole, Type K4	EA	1	\$4,674.32	\$4,674.32	
70	720-95422	Manhole, Type J4	EA	3	\$3,648.49	\$10,945.47	
71	720-97008	Fire Hydrant Assembly, Relocate	EA	2	\$2,185.24	\$4,370.48	
72	720-97958	Manhole, Type K2	EA	1	\$5,141.59	\$5,141.59	
73	720-FWR10	CASTING, Adjust to Grade	EA	53	\$311.95	\$16,533.35	
74	720-FWR15	Inlet - Precast 30" Round Inlet, B	EA	4	\$2,605.46	\$10,421.84	
75	720-FWR15	Inlet - Precast 30" Round Inlet, C	EA	6	\$3,865.47	\$23,192.82	
76	720-FWR17	Inlet - Precast 33" Round Inlet, A	EA	4	\$2,734.36	\$10,937.44	
77	720-FWR17	Inlet - Precast 33" Round Inlet, B	EA	8	\$2,734.36	\$21,874.88	
78	720-FWR17	Inlet - Precast 33" Round Inlet, C	EA	1	\$3,435.80	\$3,435.80	
79	732-11810	Modular Block Wall	SFT	458	\$74.21	\$33,988.18	
80	801-06207	Temp. Pvmt Mark, Removable, 4 in.	LFT	143158	\$1.64	\$234,779.12	
81	801-06207	Temp. Pvmt Mark, Removable, 5 in.	LFT	8948	\$2.41	\$21,564.68	
82	801-06209	Temp. Pvmt Mark, Removable, 6 in.	LFT	2388	\$2.63	\$6,280.44	
83	801-06211	Temp. Pvmt. Mess. Mkg. Remov.	EA	105	\$194.43	\$20,415.15	
84	801-06216	Temp. Trans. Pvmt. Mkg. Remov. 24 ft	LFT	1764	\$12.50	\$22,050.00	
85	801-06640	Construction Sign, Type A	EA	72	\$264.25	\$19,026.00	
86	801-06645	Construction Sign, Type B	EA	7	\$136.42	\$954.94	
87	801-06710	Flashing Arrow Sign	DAYS	105	\$17.19	\$1,804.95	
88	801-07119	Barricade, III-B	LFT	528	\$17.12	\$9,039.36	
89	802-03126	Sign, Overhead, Relocate	EA	18	\$161.13	\$2,900.34	
90	802-05701	Sign Post, Square, Type 1, Reinf. Anch.	LFT	444	\$19.34	\$8,586.96	
91	802-09838	Sign, Sheet, W Legend, 0.080 Thick	SFT	36	\$16.11	\$579.96	
92	802-09840	Sign, Sheet, W Legend, 0.100 Thick	SFT	210	\$26.85	\$5,638.50	
93	805-01300	Traffic Signal Equipment, Remove (Pedestrian Pole, Foundation, and Attachments)	EA	1	\$805.64	\$805.64	
94	805-01300	Traffic Signal Equipment, Remove (Push Buttons)	EA	6	\$1,074.18	\$6,445.08	
95	805-01579	Miscellaneous Equipment for Traffic Signals	LS	1	\$6,982.17	\$6,982.17	
96	805-01828	Traffic Signal Head, Realign (or Relocate)	EA	24	\$1,611.27	\$38,670.48	
97	805-01842	Handhole, Signal, Adjust to Grade	EA	9	\$966.76	\$8,700.84	
98	805-01842	Handhole, Signal, Type 1	EA	3	\$1,611.27	\$4,833.81	
99	805-01844	Conduit, Steel, Galvanized, 2 In.	LFT	3036	\$37.60	\$114,153.60	
100	805-01844	Conduit, Steel, Galvanized, 2 In.	LFT	163	\$37.60	\$6,128.80	
101	805-02087	Transportation of Salvageable Signal Equipment	LS	1	\$2,685.45	\$2,685.45	
102	805-02150	Pedestrian Signal Head, Countdown, 18 in. (relocate)	EA	2	\$268.55	\$537.10	
103	805-02150	Pedestrian Signal Head, Countdown, 18 in..	EA	37	\$778.78	\$28,814.86	
104	805-02392	Signal Pole Foundation, 36 in x 72 in	EA		\$0.00	\$0.00	
105	805-02445	Controller and Cabinet, Type P1 (remove ex. And Install New)	EA	6	\$2,148.36	\$12,890.16	
106	805-05405	Signal Pole, Pedestal, 4Ft	EA	13	\$832.49	\$10,822.37	
107	805-08129	Signal Cable (CAT 5 Communication Cable)	LFT	8571	\$7.25	\$62,139.75	
108	805-11817	Pedestrian Button, APS	EA	37	\$1,906.67	\$70,546.79	
109	805-78205	Traffic Signal Head, No. 3 Section, 12 In.	EA	3	\$853.97	\$2,561.91	
110	805-78480	Signal Cable, Control, Copper 3C/14Ga	LFT	5524	\$4.30	\$23,753.20	
111	805-78485	Signal Cable, Control, Copper 5C/14Ga	LFT	5487	\$5.37	\$29,465.19	
112	805-78490	Signal Cable, Control, Copper 7C/14Ga	LFT	307	\$9.67	\$2,968.69	
113	805-90005	Signal Pole, Pedestal, 10 ft	EA	16	\$1,074.18	\$17,186.88	
114	805-FWR50	Video Detection System, Miovision Core w/Detection Plus Bundle	EA	8	\$28,986.73	\$231,893.84	
115	805-FWR51	Video Detection System, Miovision Intersection 360 Bell	EA	16	\$5,370.90	\$85,934.40	
116	805-FWR52	Video Detection System, Miovision Smartview Approach	EA	20	\$4,833.81	\$96,676.20	
117	805-FWR53	Video Detection Hardware, Miovision Poe Switch (Trendnet T1Pg541)	EA	18	\$2,685.45	\$48,338.10	
118	807-02822	Light Pole, Steel, Relocate	EA	5	\$1,611.27	\$8,056.35	
119	807-04922	Light Standard Foundation	EA	5	\$2,094.65	\$10,473.25	
120	807-86843	Wire, No 4 Copper, 1/C	LFT	2594	\$16.11	\$41,789.34	
121	808-10031	Line, Multi-Comp, Broken, White, 4 in.	LFT	20958	\$1.20	\$25,149.60	
122	808-10033	Line, Multi-Comp, Solid, White, 4 in.	LFT	17822	\$1.01	\$18,000.22	
123	808-10034	Line, Multi-Comp, Solid, Yellow, 4 in	LFT	22343	\$1.01	\$22,566.43	
124	808-10036	Line, Multi-Comp, Broken, Yellow, 4 in	LFT	8288	\$1.20	\$9,945.60	
125	808-10037	Line, Multi-Comp, Solid, White, 12 in.	LFT	836	\$3.88	\$3,243.68	
126	808-10037	Line, Multi-Comp, Solid, White, 8 in.	LFT	4674	\$1.94	\$9,067.56	
127	808-10051	Trans. Mkg, Multi-Comp, Stop, 24 in.	LFT	1312	\$14.65	\$19,220.80	
128	808-10052	Pvmt. Mess. Mkg, Multi-Component, Only	EA	10	\$258.88	\$2,588.80	
129	808-10056	Trans. Mkg., Multi-Comp, Crosswalk, White, 6 in.	LFT	514	\$5.89	\$3,027.46	
130	808-10058	Line, Multi-Comp, Solid, Yellow, 8 in	LFT	1432	\$1.94	\$2,778.08	
131	808-10059	Line, Multi-Comp, Solid, Yellow, 12 in	LFT	509	\$3.88	\$1,974.92	
132	808-10077	Pvmt. Mess. Mkg., Multi-Comp, Lane Arrow	EA	98	\$237.39	\$23,264.22	
133	808-10097	Pvmt. Mess. Mkg., Multi-Comp, Yield, 27 in	LFT	30	\$19.57	\$587.10	
134	808-10099	Trans. Mkg, Multi-Comp, Cross., White, 24	LFT	1312	\$14.65	\$19,220.80	
135	808-11481	Line, Multi-Comp, Dotted, White, 4 in.	LFT	257	\$5.27	\$1,354.39	
136	808-11548	Line, Multi-Comp, Dotted, Yellow, 4 in.	LFT	219	\$5.27	\$1,154.13	
137	801-06775	Maintaining Traffic	LFT	1	\$164,741.91	\$164,741.91	
138	808-95638	Center Curb Painting	SFT	290	\$17.66	\$5,121.40	
139	623-FWR19	Topsoil	TON	2375	\$45.12	\$107,160.00	
140	805-02645	Signal Pole Foundation, 24 In. X 24 In. X 36 In.	EA	29	\$1,074.18	\$31,151.22	
141	607-06335	Paved Side Ditch, Type A	LFT	781	\$55.86	\$43,626.66	
		Allowance				\$250,000.00	
	142	10904299	Work Allowance	DOL	250000	\$1.00	\$250,000.00
	<b>Base Bid Total:</b>						<b>\$9,097,944.04</b>

## 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.

## ILLINOIS ROAD TRAIL AND ROAD IMPROVEMENTS

### RFPs & BIDS

Bid/RFP #	0620R
Awarded To	Bunn Excavating, Inc
Amount	9,097,944.04
Conflict of interest on file?	N/A
Number of Registrants	9
Number of Bidders	4
Required Attachments	Council Digest Supplemental, Bid Tabulation, Award, Contract

### EXTENSIONS

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

### SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	0620R
Sole Source/ Compatibility Justification	N/A

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

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

# COUNCIL DIGEST SHEET

## COST COMPARISON

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

## DESCRIPTION OF PROJECT / NEED

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

## REQUEST FOR SUSPENSION OF RULES

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

## FUNDING SOURCE

<i>Account Information.</i>	TIF
	Next Level Trails grant from State of Indiana for \$1,000,000.00
	Donor funds from Fort Wayne Trails, Inc for \$9,000.00
	LIT-ED (CEDIT)



FW PUBLIC WORKS

# Board of Public Works

*In Your Neighborhood*

## COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

### Illinois Rd Trail & Road Improvements

#### Action Requested:

Requesting an Ordinance approving the **Illinois Rd Trail & Road Improvements** project pursuant to the Board of Public Works Resolution #**0620R** and an award to **Bunn Excavating, Inc** in the amount of **\$9,097,944.04**.

Note: Bunn Excavating was the lowest, most responsive bidder among 4 bidders

#### Description and Scope of the Work:

Improve Illinois Road from the right of way of Interstate 69 to Rockhill Park with resurfacing from Grand National Drive/Magnavox Way to West Jefferson; widening of the road from Getz Road to the Avenue of Autos; inclusion of offset turn lanes at four intersections; narrowing the lane width to 11 feet; and constructing a 10-foot-wide multi-use trail from Getz Road to North Rockhill Park. The project includes intersection improvements, roadway widening, lane narrowing, multi-use trail, new curb, retaining wall, stormwater improvements, maintenance of traffic, traffic signal upgrades, ADA curb ramps, park benches.

**BILL NO. S-25-10-03**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**October 21, 2025**

***Rohli Booker Chair***

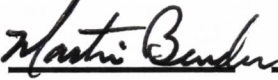

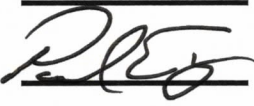

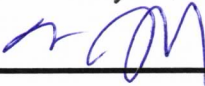
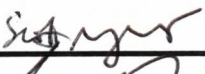

***Martin Bender Co-Chair***

***All Council Members***

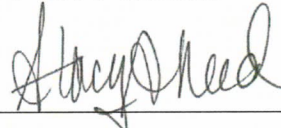
An Ordinance approving Construction Contract – Illinois Road Trail and Road Improvements – between Bunn Excavating, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$9,097,944.04*

**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>			

**STACY REED  
DEPUTY CITY CLERK**



Public Hearing Date: N/A

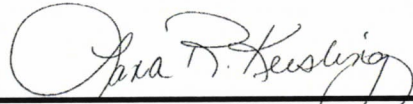
Read the first time in full and on motion by Councilperson Booker.

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

Read the third time in full and on motion by Councilperson Booker, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HARTMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<input 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: October 28, 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-25-10-03 on the 28th day of October, 2025

ATTEST:

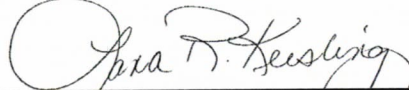


LANA R. KEESLING  
CITY CLERK



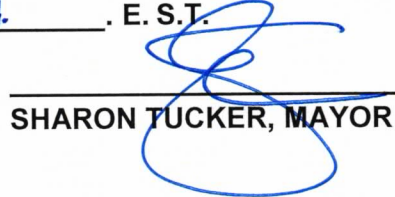
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of October 2025, at the hour of 9:15 o'clock A.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 30<sup>th</sup> day of October 2025, at the hour of 9:33 o'clock A.M. E. S.T.



SHARON TUCKER, MAYOR

