

BILL NO. S-26-09-12

SPECIAL ORDINANCE NO. S-110-20

AN ORDINANCE approving a CONSTRUCTION CONTRACT for EAST STATE ROADWAY IMPROVEMENTS – PARNELL AVE. TO HOBSON RD. - RESOLUTION/WORK ORDER #1037N - (\$2,615,783.40) between CROSBY EXCAVATING, INC., and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

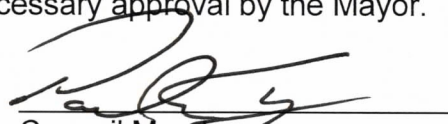
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONSTRUCTION CONTRACT FOR EAST STATE ROADWAY IMPROVEMENTS – PARNELL AVE. TO HOBSON RD. - RESOLUTION/WORK ORDER #1037N - between CROSBY EXCAVATING, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: PARNELL TO HOBSON WILL GET FULL TRAFFIC PATTERN RECONFIGURATION WITH PAVEMENT MARKINGS, PEDESTRIAN CROSSING UPGRADES, AND TRAFFIC SIGNAL UPGRADES. BETWEEN KENTUCKY AND FLORIDA, A NEW WIDER CONCRETE SIDEWALK WITH LANDSCAPE BUFFER, DRIVE APPROACHES, ADA RAMPS, AND UPDATED STREET LIGHTING WILL BE INSTALLED;

involving a total cost of TWO MILLION SIX HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED EIGHTY-THREE AND 40/100 DOLLARS - (\$2,615,783.40). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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


Council Member

APPROVED AS TO FORM AND LEGALITY


Malak Heiny, City Attorney

Bid Tabulation

East State Roadway Improvement			RES. NO. / W.C. 1037N			BIDDER:		Crosby Excavating		BIDDER:		Malott Contracting, Inc.		BIDDER:		Milestone Contractors, LP	
Proj:	Bid	Item	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
LINE	DATE:	ITEM	QTY	Est (\$)	Est (\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
105-		CONSTRUCTION ENGINEERING	1	LS	\$57,500.00	\$72,250.00	\$32,933.00	\$32,933.00	\$67,500.00	\$67,500.00	\$67,500.00	\$67,500.00	\$67,500.00	\$67,500.00	\$67,500.00	\$67,500.00	\$67,500.00
106-		INSPECTION HOLE, 3 FT DEEP OR LESS	5	EA	\$750.00	\$535.00	\$671.00	\$3,355.00	\$3,355.00	\$585.00	\$585.00	\$585.00	\$585.00	\$585.00	\$585.00	\$585.00	\$585.00
107-		MOBILIZATION AND DEMOBILIZATION	1	LS	\$105,000.00	\$127,000.00	\$113,260.00	\$127,000.00	\$127,000.00	\$128,864.97	\$128,864.97	\$128,864.97	\$128,864.97	\$128,864.97	\$128,864.97	\$128,864.97	\$128,864.97
201-		TREE 6 IN. REMOVE	2	EA	\$750.00	\$475.00	\$470.00	\$950.00	\$950.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00
202-		CURB, CONCRETE REMOVE	300	LFT	\$5.00	\$8.25	\$6.11	\$2,475.00	\$2,475.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
202-		HANDHOLE, REMOVE	1	EA	\$1,000.00	\$330.00	\$330.00	\$330.00	\$330.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
202-		CONCRETE STRUCTURES, ALL TYPES, REMOVE	8	EA	\$1,500.00	\$500.00	\$2,568.50	\$4,000.00	\$4,000.00	\$2,614.00	\$2,614.00	\$2,614.00	\$2,614.00	\$2,614.00	\$2,614.00	\$2,614.00	\$2,614.00
202-		CONCRETE, REMOVE	3065	SYS	\$20.00	\$15.00	\$17.60	\$45,975.00	\$45,975.00	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25
202-		SIGNAL MAST ARM AND POLE, REMOVE	6	EA	\$1,500.00	\$1,200.00	\$1,100.00	\$7,200.00	\$7,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
202-		SIGNAL POLE FOUNDATION, REMOVE(6" BELOW GRADE)	5	EA	\$2,500.00	\$300.00	\$126.00	\$1,500.00	\$1,500.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00
202-		SIGNAL POLE FOUNDATION, REMOVE(REMOVE ENTIRELY)	1	EA	\$2,500.00	\$4,000.00	\$643.50	\$4,000.00	\$4,000.00	\$2,135.00	\$2,135.00	\$2,135.00	\$2,135.00	\$2,135.00	\$2,135.00	\$2,135.00	\$2,135.00
202-		PEDESTAL BASE, REMOVE	1	EA	\$1,500.00	\$300.00	\$644.00	\$300.00	\$300.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00	\$1,135.00
202-		CONCRETE FOUNDATION, REMOVE (36"DOWN)	18	EA	\$850.00	\$650.00	\$165.00	\$11,700.00	\$11,700.00	\$1,985.00	\$1,985.00	\$1,985.00	\$1,985.00	\$1,985.00	\$1,985.00	\$1,985.00	\$1,985.00
203-		EXCAVATION, COMMON	400	CYS	\$35.00	\$125.00	\$153.00	\$50,000.00	\$50,000.00	\$135.25	\$135.25	\$135.25	\$135.25	\$135.25	\$135.25	\$135.25	\$135.25
205-		STORMWATER MANAGEMENT BUDGET	1	DOL	\$4,500.00	\$19,000.00	\$5,935.00	\$19,000.00	\$19,000.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
207-		SUBGRADE TREATMENT, TYPE II	450	SYS	\$20.00	\$10.00	\$144.00	\$4,500.00	\$4,500.00	\$15.12	\$15.12	\$15.12	\$15.12	\$15.12	\$15.12	\$15.12	\$15.12
207-		COMPACTED AGGREGATE, NO. 53	700	TON	\$65.00	\$30.00	\$39.66	\$21,000.00	\$21,000.00	\$59.50	\$59.50	\$59.50	\$59.50	\$59.50	\$59.50	\$59.50	\$59.50
304-		HMA PATCHING	30	TON	\$120.00	\$250.00	\$300.00	\$7,500.00	\$7,500.00	\$421.25	\$421.25	\$421.25	\$421.25	\$421.25	\$421.25	\$421.25	\$421.25
604-		SIDEWALK, CONCRETE	3200	SYS	\$70.00	\$71.35	\$68.00	\$228,320.00	\$228,320.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00
604-		CURB RAMP, CONCRETE (INCLUDING WINGWALK)	400	SYS	\$200.00	\$118.00	\$167.00	\$47,200.00	\$47,200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
604-		DETECTABLE WARNING SURFACES	55	EA	\$300.00	\$450.00	\$310.00	\$24,750.00	\$24,750.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
FWR0		CURB CONCRETE, TYPE III	450	LFT	\$55.00	\$45.00	\$56.00	\$20,250.00	\$20,250.00	\$87.50	\$87.50	\$87.50	\$87.50	\$87.50	\$87.50	\$87.50	\$87.50
FWR0		CURB, CONCRETE, TYPE III, MODIFIED (12"WIDE) (INCLUDES CONCRETE/ASPHALT PATCHING)	2230	LFT	\$80.00	\$46.50	\$77.50	\$103,695.00	\$103,695.00	\$68.75	\$68.75	\$68.75	\$68.75	\$68.75	\$68.75	\$68.75	\$68.75
FWR0		CURB, CONCRETE, TYPE I/A, FOR SIDEWALK, PIN-ON CURB	85	LFT	\$50.00	\$22.50	\$30.00	\$1,912.50	\$1,912.50	\$37.50	\$37.50	\$37.50	\$37.50	\$37.50	\$37.50	\$37.50	\$37.50
610-		PCCP FOR APPROACHES, 8 IN	450	SYS	\$110.00	\$116.00	\$87.00	\$52,200.00	\$52,200.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
FWU0		BENCH, TYPE 1	2	EA	\$3,200.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00
FWU0		REMOVE EXISTING BICYCLE RACKS AND INSTALL NEW OWNER SUPPLIED BICYCLE RACKS	3	EA	\$250.00	\$615.00	\$605.00	\$1,845.00	\$1,845.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00
621-		HYDROSEEDING WITH STRAW	65	SYS	\$8.00	\$10.50	\$11.00	\$682.50	\$682.50	\$715.00	\$715.00	\$715.00	\$715.00	\$715.00	\$715.00	\$715.00	\$715.00
FWR1		PLANT, HERBACEOUS, 1 GAL	1033	EA	\$26.00	\$25.00	\$25.85	\$25,825.00	\$25,825.00	\$23.50	\$23.50	\$23.50	\$23.50	\$23.50	\$23.50	\$23.50	\$23.50
FWR1		BROWN TOPSOIL	65	CYS	\$28.00	\$75.00	\$77.00	\$4,875.00	\$4,875.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
FWR2		BROWN HARDWOOD MULCH	55	CYS	\$95.00	\$100.00	\$99.00	\$5,500.00	\$5,500.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
FWR3		TREE, DECIDUOUS, 3"	23	EA	\$300.00	\$700.00	\$687.50	\$16,100.00	\$16,100.00	\$625.00	\$625.00	\$625.00	\$625.00	\$625.00	\$625.00	\$625.00	\$625.00
715-		ADJUST VALVES TO GRADE	23	EA	\$125.00	\$75.00	\$193.00	\$1,725.00	\$1,725.00	\$766.00	\$766.00	\$766.00	\$766.00	\$766.00	\$766.00	\$766.00	\$766.00
94530		MANHOLE- 48" STORM	1	EA	\$3,000.00	\$4,950.00	\$5,698.00	\$4,950.00	\$4,950.00	\$2,880.00	\$2,880.00	\$2,880.00	\$2,880.00	\$2,880.00	\$2,880.00	\$2,880.00	\$2,880.00

35	FWR1 3	PIPE, 12" RCP, CLASS III	200	LFT	\$75.00	\$15,000.00	\$100.00	\$20,000.00	\$116.00	\$23,200.00	\$134.28	\$26,856.00
36	FWR1 0	CASTING, ADJUST TO GRADE	7	EA	\$500.00	\$3,500.00	\$510.00	\$3,570.00	\$231.00	\$1,617.00	\$997.25	\$6,980.75
37	FWR1 9	INLET, 2'X2'	1	EA	\$2,200.00	\$2,200.00	\$2,300.00	\$2,300.00	\$2,497.00	\$2,497.00	\$2,160.00	\$2,160.00
38	FWR2 0	INLET, 2'X3'	8	EA	\$2,200.00	\$17,600.00	\$2,300.00	\$18,400.00	\$2,943.00	\$23,544.00	\$2,391.00	\$19,128.00
39	FWR3 0	24" SOLID STORM CASTING, INSTALL & ADJUST TO GRADE	1	EA	\$2,000.00	\$2,000.00	\$515.00	\$515.00	\$792.00	\$792.00	\$1,167.50	\$1,167.50
40	FWR3 7	CASTING, 2'X2', CURB & GUTTER CASTING, INSTALL & ADJUST TO GRADE	1	EA	\$1,500.00	\$1,500.00	\$925.00	\$925.00	\$1,111.00	\$1,111.00	\$1,567.50	\$1,567.50
41	FWR3 8	CASTING, 2'X3', CURB & GUTTER CASTING, INSTALL & ADJUST TO GRADE	7	EA	\$1,500.00	\$10,500.00	\$925.00	\$6,475.00	\$1,397.00	\$9,779.00	\$1,597.25	\$11,180.75
42	FWR3 9	CASTING, 2'X3' APPROACH CASTING & ADJUST TO GRADE	1	EA	\$1,500.00	\$1,500.00	\$925.00	\$925.00	\$1,128.00	\$1,128.00	\$1,567.50	\$1,567.50
43	FWU0 1	MAINTENANCE OF TRAFFIC	1	LS	\$62,500.00	\$62,500.00	\$152,500.00	\$152,500.00	\$173,893.47	\$173,893.47	\$243,278.80	\$243,278.80
44	802- 03821	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	61	EA	\$250.00	\$15,250.00	\$32.00	\$1,952.00	\$33.00	\$2,013.00	\$30.00	\$1,830.00
45	802- 05704	SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHOR BASE	391	LFT	\$50.00	\$19,550.00	\$20.00	\$7,820.00	\$19.80	\$7,741.80	\$18.00	\$7,038.00
46	802- 07060	SIGN, SHEET, RELOCATE	4	EA	\$180.00	\$720.00	\$110.00	\$440.00	\$110.00	\$440.00	\$100.00	\$400.00
47	802- 09638	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	285	SF	\$25.00	\$7,125.00	\$32.00	\$9,120.00	\$33.00	\$9,405.00	\$30.00	\$8,550.00
48	802- 74050	SIGN, OVERHEAD, REMOVE	13	EA	\$500.00	\$6,500.00	\$55.00	\$715.00	\$55.00	\$715.00	\$50.00	\$650.00
49	805- 01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	EA	\$3,000.00	\$3,000.00	\$8,400.00	\$8,400.00	\$9,250.00	\$8,250.00	\$7,500.00	\$7,500.00
50	805- 01828	TRAFFIC SIGNAL HEAD, REALIGN	13	EA	\$500.00	\$6,500.00	\$225.00	\$2,925.00	\$220.00	\$2,860.00	\$200.00	\$2,600.00
51	805- 01842	HANDHOLE, SIGNAL, TYPE 1 (ROUND CONCRETE)	9	EA	\$2,000.00	\$18,000.00	\$2,100.00	\$18,900.00	\$2,035.00	\$18,315.00	\$1,850.00	\$16,650.00
52	805- 01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	1800	LFT	\$35.00	\$63,000.00	\$45.00	\$81,000.00	\$44.00	\$79,200.00	\$40.00	\$72,000.00
53	805- 02087	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	1	LS	\$5,000.00	\$5,000.00	\$3,400.00	\$3,400.00	\$3,300.00	\$3,300.00	\$3,000.00	\$3,000.00
54	805- 02645	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 36 IN.	29	EA	\$2,000.00	\$58,000.00	\$1,650.00	\$47,850.00	\$1,650.00	\$47,850.00	\$1,500.00	\$43,500.00
55	805- 05405	SIGNAL POLE, PEDESTAL, 4 FT.	19	EA	\$1,200.00	\$22,800.00	\$1,075.00	\$20,425.00	\$1,045.00	\$19,855.00	\$950.00	\$18,050.00
56	805- 07767	SIGNAL CABLE, CONTROL, COPPER, 12C/14 GAUGE	2400	LFT	\$5.80	\$13,920.00	\$10.00	\$24,000.00	\$9.90	\$23,760.00	\$9.00	\$21,600.00
57	805- 11383	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, TYPE A (INCLUDES HYDROVAC IF NEEDED)	6	EA	\$8,500.00	\$51,000.00	\$8,500.00	\$51,000.00	\$8,250.00	\$49,500.00	\$7,500.00	\$45,000.00
58	805- 78467	SIGNAL CABLE, CONTROL, COPPER, 3C/8 GAUGE	85	LFT	\$6.00	\$510.00	\$10.00	\$850.00	\$9.90	\$841.50	\$9.00	\$765.00
59	805- 78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GAUGE	3600	LFT	\$4.50	\$16,200.00	\$3.40	\$12,240.00	\$3.30	\$11,880.00	\$3.00	\$10,800.00
60	805- 78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GAUGE	2500	LFT	\$5.00	\$12,500.00	\$4.50	\$11,250.00	\$4.40	\$11,000.00	\$4.00	\$10,000.00
61	805- 78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GAUGE	1000	LFT	\$6.00	\$6,000.00	\$5.50	\$5,500.00	\$5.50	\$5,500.00	\$5.00	\$5,000.00
62	805- 78925	CONTROLLER CABINET FOUNDATION, TYPE P1	3	EA	\$5,000.00	\$15,000.00	\$3,900.00	\$11,700.00	\$3,850.00	\$11,550.00	\$3,500.00	\$10,500.00
63	805- 90005	SIGNAL POLE, PEDESTAL, 10 FT.	11	EA	\$1,300.00	\$14,300.00	\$1,135.00	\$12,485.00	\$1,100.00	\$12,100.00	\$1,000.00	\$11,000.00
64	FWR1 00	RELOCATE, MAST ARM AND POLE ASSEMBLY	1	EA	\$7,500.00	\$7,500.00	\$3,400.00	\$3,400.00	\$3,300.00	\$3,300.00	\$3,000.00	\$3,000.00
65	FWR1 11	REMOVAL CONTROLLER CABINET P	3	EA	\$1,500.00	\$4,500.00	\$285.00	\$855.00	\$275.00	\$825.00	\$250.00	\$750.00
66	FWR1 12	REMOVE, CONTROLLER CABINET AND FOUNDATION, P, 6" BELOW GRADE	1	EA	\$2,500.00	\$2,500.00	\$565.00	\$565.00	\$550.00	\$550.00	\$500.00	\$500.00
67	FWR1 13	REMOVE, CONTROLLER CABINET AND FOUNDATION, P, ENTIRELY	1	EA	\$2,500.00	\$2,500.00	\$1,550.00	\$1,550.00	\$825.00	\$825.00	\$750.00	\$750.00
68	FWR1 14	REMOVE, CONTROLLER CABINET AND FOUNDATION, G, 6" BELOW GRADE	1	EA	\$2,500.00	\$2,500.00	\$1,265.00	\$1,265.00	\$55.00	\$55.00	\$500.00	\$500.00
69	FWR3 10	SIGNAL CABLE, CAT-V	500	LFT	\$5.00	\$2,500.00	\$3.40	\$1,700.00	\$3.30	\$1,650.00	\$3.00	\$1,500.00
70	FWR5 06	SIGNAL STRUCTURE, MAST ARM, SINGLE ARM 30 FT, ALUMINUM, HAPCO SKJEPT105506/030	4	EA	\$18,000.00	\$72,000.00	\$11,300.00	\$45,200.00	\$11,000.00	\$44,000.00	\$10,000.00	\$40,000.00
71	FWR5 07	SIGNAL STRUCTURE, MAST ARM, SINGLE ARM 35 FT, ALUMINUM, HAPCO SKJEPT105506/035	1	EA	\$19,000.00	\$19,000.00	\$12,450.00	\$12,450.00	\$12,100.00	\$12,100.00	\$11,000.00	\$11,000.00
72	FWR5 40	SIGNAL POLE, 18 FT, ALUMINUM, THICK-WALL, HAPCO	5	EA	\$2,500.00	\$12,500.00	\$12,400.00	\$62,000.00	\$12,200.00	\$61,000.00	\$11,000.00	\$55,000.00
73	FWR6 00	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN., POLYCARBONATE, W/BACKPLATE AND TAPE, MOBOTREX	16	EA	\$1,250.00	\$20,000.00	\$1,400.00	\$22,400.00	\$1,375.00	\$22,000.00	\$1,250.00	\$20,000.00
74	FWR6 01	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN., POLYCARBONATE, W/BACKPLATE AND TAPE, MOBOTREX	17	EA	\$1,600.00	\$27,200.00	\$1,980.00	\$33,660.00	\$1,925.00	\$32,725.00	\$1,750.00	\$29,750.00

75	FWR6 03	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, BLACK, LED, 16 IN., MOBOTREX	44	EA	\$1,275.00	\$56,100.00	\$1,020.00	\$44,880.00	\$990.00	\$43,560.00	\$900.00	\$39,600.00
76	FWR7 20	PEDESTRIAN PUSH BUTTON, AFS, POLARA IDS 2-WIRE WITH R10-3e SIGN (INCLUDES NECESSARY EXTENSIONS)	46	EA	\$2,500.00	\$115,000.00	\$2,250.00	\$103,500.00	\$2,200.00	\$101,200.00	\$2,000.00	\$92,000.00
77	FWU0 3	OWNER-SUPPLIED, CONTRACTOR-INSTALLED P CABINET AND INTELLIGHT Q FREE XN2 CONTROLLER (TS2 TYPE 2)	6	EA	\$2,500.00	\$15,000.00	\$2,265.00	\$13,590.00	\$2,200.00	\$13,200.00	\$2,000.00	\$12,000.00
78	FWU0 4	OWNER SUPPLIED, CONTRACTOR INSTALLED VIDEO DETECTION EQUIPMENT	6	EA	\$5,000.00	\$30,000.00	\$1,425.00	\$8,550.00	\$1,375.00	\$8,250.00	\$1,250.00	\$7,500.00
79	FWU0 5	TRAFFIC SIGNAL FOUNDATION CAP REPLACEMENT	1	EA	\$2,500.00	\$2,500.00	\$2,250.00	\$2,250.00	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00
80	807- 02191	HANDHOLE, LIGHTING	3	EA	\$1,000.00	\$3,000.00	\$2,100.00	\$6,300.00	\$2,035.00	\$6,105.00	\$1,850.00	\$5,550.00
81	807- 03758	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 24 IN. X 24 IN. X 96 IN.	1	EA	\$1,500.00	\$1,500.00	\$2,025.00	\$2,025.00	\$1,980.00	\$1,980.00	\$1,800.00	\$1,800.00
82	807- 03934	EXISTING LIGHT STRUCTURE, REMOVE & SALVAGE	18	EA	\$750.00	\$13,500.00	\$455.00	\$8,190.00	\$440.00	\$7,920.00	\$400.00	\$7,200.00
83	807- 04654	LIGHT POLE	29	EA	\$9,000.00	\$261,000.00	\$7,645.00	\$221,705.00	\$7,425.00	\$215,325.00	\$6,750.00	\$196,750.00
84	FWR5 2	LIGHT POLE (30' ALUMINUM BOLT DOWN LIGHT POLE, NEW) RISER ASSEMBLY POWER SOURCE, 2 IN. GALVANIZED, WITH CONTROLLER	1	EA	\$10,000.00	\$10,000.00	\$4,350.00	\$4,350.00	\$4,125.00	\$4,125.00	\$3,750.00	\$3,750.00
85	FWR5 5	807- LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 24 IN. X 24 IN. X 72 IN.	2	EA	\$5,500.00	\$11,000.00	\$8,740.00	\$17,480.00	\$3,300.00	\$6,600.00	\$3,000.00	\$6,000.00
86	12184 FWR5	WIRE, 3/4 IN. X 2 IN.	29	EA	\$1,600.00	\$46,400.00	\$2,050.00	\$59,450.00	\$1,980.00	\$57,420.00	\$1,800.00	\$52,200.00
87	0 FWR5	WIRE, 3/4 IN. X 2 IN.	2800	LFT	\$12.50	\$35,000.00	\$22.60	\$63,280.00	\$22.00	\$61,600.00	\$20.00	\$56,000.00
88	1 FWR1	WIRE, 2/4 IN. X 2 IN.	650	LFT	\$9.00	\$5,850.00	\$5.70	\$3,705.00	\$5.50	\$3,575.00	\$5.00	\$3,250.00
89	2 FWR1	WIRE, 3/4 IN. X 2 IN.	300	LFT	\$15.00	\$4,500.00	\$36.50	\$10,950.00	\$35.20	\$10,560.00	\$32.00	\$9,600.00
90	808- 06716	LINE, REMOVE	24733	LFT	\$0.50	\$12,366.50	\$0.80	\$19,786.40	\$0.66	\$16,223.78	\$0.65	\$16,076.45
91	808- 10033	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.	2850	LFT	\$1.00	\$2,850.00	\$0.85	\$2,422.50	\$0.83	\$2,365.50	\$0.75	\$2,137.50
92	10034 808-	LINE, MULTI-COMPONENT, SOLID, YELLOW, 4 IN.	11800	LFT	\$1.10	\$12,980.00	\$0.85	\$10,030.00	\$0.83	\$9,794.00	\$0.75	\$8,850.00
93	10036 808-	LINE, MULTI-COMPONENT, BROKEN, YELLOW, 4 IN.	1970	LFT	\$1.10	\$2,167.00	\$0.85	\$1,674.50	\$0.83	\$1,635.10	\$0.75	\$1,477.50
94	10037 808-	LINE, MULTI-COMPONENT, SOLID, WHITE, 8 IN.	1200	LFT	\$2.20	\$2,640.00	\$1.10	\$1,320.00	\$1.10	\$1,320.00	\$1.00	\$1,200.00
95	10042 808-	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, YELLOW, 12 IN.	1070	LFT	\$6.00	\$6,420.00	\$7.75	\$8,292.50	\$7.70	\$8,239.00	\$7.00	\$7,490.00
96	10047 808-	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSHATCH LINE, WHITE, 12 IN.	350	LFT	\$6.00	\$2,100.00	\$7.75	\$2,712.50	\$7.70	\$2,695.00	\$7.00	\$2,450.00
97	10051 808-	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	867	LFT	\$15.00	\$13,005.00	\$20.50	\$17,773.50	\$19.80	\$17,166.60	\$18.00	\$15,606.00
98	10052 808-	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, ONLY TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 6 IN.	5	EA	\$250.00	\$1,250.00	\$225.00	\$1,125.00	\$220.00	\$1,100.00	\$200.00	\$1,000.00
99	10056 808-	LINE, MULTI-COMPONENT, SOLID, YELLOW, 8 IN.	1013	LFT	\$5.00	\$5,065.00	\$5.50	\$5,571.50	\$5.50	\$5,571.50	\$5.00	\$5,065.00
100	10058 808-	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, LANE INDICATION ARROW	2850	LFT	\$2.20	\$6,270.00	\$1.10	\$3,135.00	\$1.10	\$3,135.00	\$1.00	\$

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

Resolution/Work Order #1037N

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Parnell to Hobson will get full traffic pattern reconfiguration with pavement markings, pedestrian crossing upgrades, and traffic signal upgrades. Between Kentucky and Florida, a new wider concrete sidewalk with landscape buffer, drive approaches, ADA ramps, and updated street lighting will be installed.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: EAST STATE ROADWAY IMPROVEMENTS – PARNELL AVE. TO HOBSON RD.

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by APEX CONSULTING & SURVEY.

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 9-01-2027 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 10-30-2027

4.04 *Milestones*

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

1. Milestone 1 **CONSTRUCTION OF THE STREETScape PORTION BETWEEN KENTUCKY AND FLORIDA WILL NEED TO BE STARTED AFTER THE NTP IS ISSUED AND PROGRESS SHOWN BEFORE THE END OF 2026.**
2. Milestone 2 **THE STREETScape PORTION BETWEEN KENTUCKY AND FLORIDA SHALL HAVE A SUBSTANTIAL COMPLETION DATE OF 9-01-27 AND A FINAL COMPLETION OF 9-30-27.**
3. Milestone 3 **PAVEMENT MARKINGS AND ALL OTHER TRAFFIC RELATED ITEMS MUST BE COMPLETED BY 10-30-2027**
4. Milestone 4 **The Contractor may deactivate and remove the traffic signal at one (1) intersection at a time for a period not to exceed two (2) weeks per intersection, as approved by the Engineer. During each removal period, the intersection may be operated as an all-way stop. All costs associated with providing and maintaining the required traffic control devices, signage, or any temporary signal power necessary to accommodate this work shall be included in the contract under Maintenance of Traffic. Delays beyond this allowance of time will incur liquidated damages.**

4.05 *Liquidated Damages*

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

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. Total of all unit prices **\$2,615,783.40**

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 **43** sheets with each sheet bearing the following general title: **EAST STATE ROAD IMPROVEMENTS – PARNELL AVE. TO HOBSON RD.**
7. Addenda (numbers **1** to **5**, 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 **1037N**).

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

CONTRACTOR **Crosby Excavating,**
Inc.

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)

DIGEST SHEET

TITLE OF ORDINANCE. The Community Development Division hereby requests that the Common Council consider and approve a construction contract for the East State Blvd. Roadway and Sidewalk Improvement Project – Resolution/Work Order #1037N - between Crosby Excavating Inc. 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 of the East State Blvd. Roadway and Sidewalk Improvement Project – Resolution/Work Order #1037N between Crosby Excavating, Inc. and the City of Fort Wayne, Indiana. The contract amount is \$2,615,783.40.

EFFECT OF PASSAGE. Crosby Excavating will be responsible for installing a new concrete sidewalk and curb on north and south side of East State Blvd. between Kentucky Ave. on the west and Florida Dr. on the east. Twenty-Nine ornamental lights will also be installed in the same area. This work is part of Community Development's Historic Northeast 2035 Plan completed by Community Development. Public Works included traffic signal upgrades at 6 signalized intersections within the corridor as well as pedestrian safety improvements including APS signalization meeting ADA standards. State Boulevard will be reconfigured to a 3-lane configuration including dedicated left turn lanes and on-street parking. Construction will start in fall of this year and will be substantially completed by September 1, 2027, with restoration and final completion on October 30, 2027.

EFFECT OF NON-PASSAGE. If this contract is not approved, construction of this project will not move forward. City will not be able to improve pedestrian conditions to improve this well utilized neighborhood corridor. New lighting to upgrade safety for people and cars will not be installed. Transportation improvements to improve the level of service for vehicles will not move forward.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). \$2,615,783.40. Community Development's share is \$1,440,290.50 (\$1,000,000 from the Redevelopment Capital Fund for Connected Neighborhoods & \$440,290.50 from LIT). Public Works' share is \$1,175,492.90 (\$778,908.15 from PW – Traffic & \$396,584.75 from LIT).

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 the East State Blvd. Roadway and Sidewalk Improvement Project between Crosby Excavating, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Date: September 1, 2026

The Community Development Division hereby requests that the Common Council consider and approve a construction contract for the East State Blvd. Roadway and Sidewalk Improvement Project – Resolution/Work Order #1037N between Crosby Excavating, Inc. and the City of Fort Wayne, Indiana. The contract amount is \$2,615,783.40.

The proposed improvements include new curb, gutter, and sidewalks on the north and south sides of East State Blvd. from Kentucky Ave. to Florida Dr. New ornamental lighting, ADA ramps, and restoration work are also included in the project. This work is part of Community Development's Historic Northeast 2025 Plan which engaged over 1,100 residents was adopted in 2024. Informed by Public Works traffic study that was done in 2023-2024, State Blvd. continues to experience significant safety concerns, including multiple injury crashes and two pedestrian fatalities, while Parnell, Crescent, and Anthony are operating at failing levels of service and contributing to rear-end and sideswipe crashes. Reducing State to three lanes with dedicated left-turn lanes would improve intersection efficiency by allowing permissive left turns and traditional signal phasing, while also providing wider travel lanes and enhanced safety for both pedestrians and drivers. Construction will start in fall of this year and will be substantially completed by September 1, 2027, with restoration and final completion on October 30, 2027.

Requests for bids for this project were publicly advertised through Questcdn (Resolution/Work Order #1037N). We received 3 responsive bids. Staff reviewed the bids and determined that Crosby Excavating is the lowest and most responsive bidder. The cost is 0.72% below 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.

P.J. Thuringer

Community Development Administrator

O: 260.427.2144

Paul.thuringer@cityoffortwayne.org

Vibrant. Prosperous. Growing.

An Equal Opportunity Employer



BILL NO. S-26-09-12

REPORT OF COMMITTEE ON PUBLIC WORKS
September 15, 2026

Paul Ensley Chair

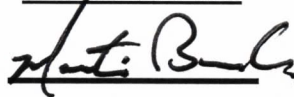
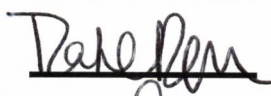
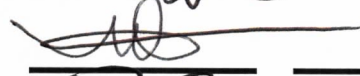
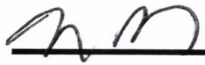
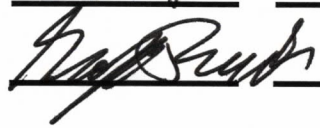
Michelle Chambers Co-Chair

All Council Members

An Ordinance approving a Construction Contract for East State Roadway Improvements – Parnell Ave. to Hobson Rd. between Crosby Excavating, Inc., and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$2,615,783.40

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>			

JOHN D. MCGAULEY
CITY CLERK



Public Hearing Date: N/A

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

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	☐	☒	☐	☐
BOOKER	☒	☐	☐	☐
CHAMBERS	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☐	☒	☐	☐
HARTMAN	☐	☒	☐	☐
JEHL	☒	☐	☐	☐
MYERS	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

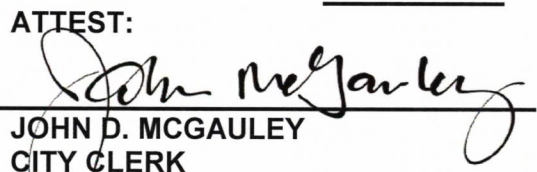
DATED: September 22, 2026

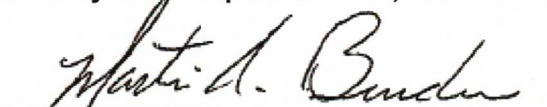

JOHN D. MCGAULEY, CITY CLERK

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

Special Ordinance No. S-26-09-12 on the 22nd day of September, 2026

ATTEST:

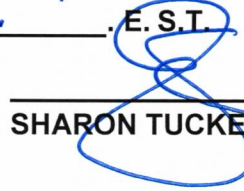

JOHN D. MCGAULEY
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd
of September 2026, at the hour of 1:10 o'clock P.M. E.S.T.


JOHN D. MCGAULEY, DEPUTY CITY CLERK

Approved and signed by me this 23rd day of September 2026, at the
hour of 3:59 o'clock P.M. E.S.T.


SHARON TUCKER, MAYOR

Fort Wayne Indiana
Office of the City Clerk

SEP 23 2026

RECEIVED