

**BILL NO. S-15-02-07**

**SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

AN ORDINANCE approving CIVIC CENTER  
PARKING GARAGE RECONSTRUCTION -  
IMPROVEMENT RESOLUTION NO. 100-8-14-13-  
2 between SHARED SYSTEMS TECHNOLOGY,  
INC. and the City of Fort Wayne, Indiana, in  
connection with the Board of Public Works.

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

**SECTION 1.** That the CIVIC CENTER PARKING GARAGE  
RECONSTRUCTION - IMPROVEMENT RESOLUTION NO. 100-8-14-13-2 by  
and between SHARED SYSTEMS TECHNOLOGY, INC. and the City of Fort  
Wayne, Indiana, in connection with the 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  
Post-tensioned slab repair, removal and replacement of  
traffic membrane, installation of traffic membrane topcoat,  
and all other work necessary for the reconstruction:

involving a total cost of FOUR HUNDRED FIFTY-THREE THOUSAND, ONE  
HUNDRED TWENTY-THREE AND 00/100 DOLLARS - (\$453,123.00). A  
copy of said Contract is on file with the Office of the City Clerk and made  
available for public inspection, according to law.

**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

**Carol Helton, City Attorney**

**CIVIC CENTER PARKING GARAGE REPAIRS  
IMPROVEMENT RESOLUTION NO. 100-8-14-13-2**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This work is generally described as specialized concrete and post-tension slab repairs to the Civic Center Parking Garage.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications entitled Civic Center Parking Garage Repairs.

Declares the cost of the said improvements shall be paid by the funds from the revenues from the use of the parking garage.

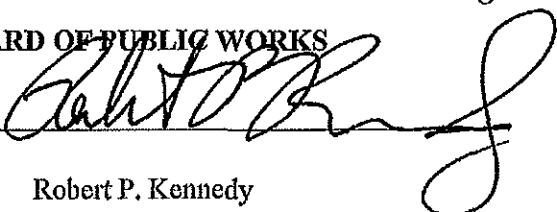
Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost of \$380,000.00.

APPROVED THIS 14<sup>th</sup> DAY OF August, 2013

BOARD OF PUBLIC WORKS

BY: 

Robert P. Kennedy

BY: Mike Avila

Mike Avila, Member

BY: 

Kumar Menon, Member

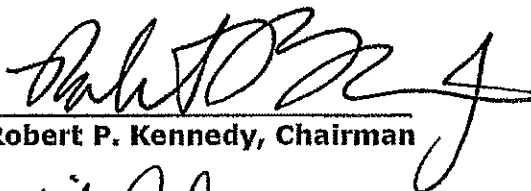
ATTEST: Victoria Edwards

Victoria Edwards, Clerk

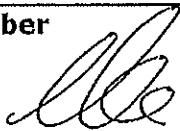
**AWARD: Resolution #100-8-14-13-2, Civic Center Parking Garage Reconstruction to Shared Systems Technology, Inc. in the amount of \$453,123.00.**

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

**Date: January 29, 2014**

  
Robert P. Kennedy, Chairman

  
Mike Avila, Member

   
Kumar Menon, Member

**ATTEST:**   
Victoria Edwards, Clerk

Board of Public Works, City of Fort Wayne  
 Bid Tabulation for RES. NO. 100-8-14-13-2  
 Civic Center Parking Garage 2013 Reconstruction  
 Date: December 11, 2013

| ITEM NO.                     | DESCRIPTION                                                                                                   | ESTIMATED QUANTITY | UNIT   | Engineers Estimate |                     | Shirel Systems Inc. |                     | Western Waterproofing |                     |
|------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------|--------|--------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|
|                              |                                                                                                               |                    |        | UNIT PRICE         | AMOUNT              | UNIT PRICE          | AMOUNT              | UNIT PRICE            | AMOUNT              |
| 1                            | General Conditions (Mobilization/Demobilization)                                                              | 1                  | LS     | \$17,000.00        | \$17,000.00         | \$30,000.00         | \$30,000.00         | \$34,890.00           | \$34,890.00         |
| 2                            | Traffic Control                                                                                               | 1                  | LS     | \$5,000.00         | \$5,000.00          | \$8,550.00          | \$8,550.00          | \$20,475.00           | \$20,475.00         |
| 3                            | CJ01-Seal/resize construction/control joints (Detail 6)                                                       | 50                 | l.f.   | \$5.50             | \$275.00            | \$7.50              | \$375.00            | \$9.00                | \$450.00            |
| 4                            | CJ02 - Remove/install silicone sealant isolation joints (Detail 6 & 7)                                        | 48                 | l.f.   | \$6.50             | \$312.00            | \$13.00             | \$624.00            | \$9.00                | \$432.00            |
| 5                            | RC - Random crack repair, rout and caulk (Detail 9)                                                           | 70                 | l.f.   | \$5.50             | \$385.00            | \$6.00              | \$420.00            | \$9.00                | \$630.00            |
| 6                            | C - Repair failed random crack sealant (Detail 9)                                                             | 70                 | l.f.   | \$5.50             | \$385.00            | \$6.00              | \$420.00            | \$9.00                | \$630.00            |
| 7                            | EP - Epoxy Inject Cracks in floor slab, column, beam, etc.                                                    | 41                 | l.f.   | \$60.00            | \$2,460.00          | \$39.00             | \$1,599.00          | \$67.00               | \$2,747.00          |
| 8                            | CV - Remove/install cove seal (Detail 12)                                                                     | 200                | l.f.   | \$5.50             | \$1,100.00          | \$6.50              | \$1,300.00          | \$9.00                | \$1,800.00          |
| 9                            | Col - Column repair (Detail 10)                                                                               | 25                 | s.f.   | \$145.00           | \$3,625.00          | \$110.00            | \$2,750.00          | \$170.00              | \$4,250.00          |
| 10                           | SP - Spandrel repair (Detail 10)                                                                              | 8                  | s.f.   | \$145.00           | \$1,160.00          | \$130.00            | \$1,040.00          | \$283.00              | \$2,264.00          |
| 11                           | BM - Overhead beam repair (Detail 16)                                                                         | 10                 | s.f.   | \$145.00           | \$1,450.00          | \$150.00            | \$1,500.00          | \$182.00              | \$1,820.00          |
| 12                           | N-SP Concrete spall, rebar rust, insert: patch with nosing material (Section 07800)                           | 80                 | each   | \$44.00            | \$3,520.00          | \$43.00             | \$3,440.00          | \$114.00              | \$9,120.00          |
| 13                           | N-COL Concrete spall, rebar rust, insert: patch with nosing material (Section 07800)                          | 20                 | each   | \$44.00            | \$880.00            | \$43.00             | \$860.00            | \$115.00              | \$2,300.00          |
| 14                           | N-BM Concrete spall, rebar rust, insert: patch with nosing material (Section 07800)                           | 5                  | s.f.   | \$44.00            | \$220.00            | \$75.00             | \$375.00            | \$180.00              | \$900.00            |
| 15                           | N-US Underside concrete spans (sq). patch with nosing material & coat slab with TM(603) (Section 07400.07500) | 1                  | LS     | \$400.00           | \$400.00            | \$1,470.00          | \$1,470.00          | \$6,400.00            | \$6,400.00          |
| 16                           | Shallow P/T floor slab repair - 0-2.5" (Detail 13)                                                            | 2,850              | s.f.   | \$43.00            | \$122,550.00        | \$35.00             | \$99,750.00         | \$35.00               | \$99,750.00         |
| 17                           | Deep P/T floor slab repair - 2.5"-3.5" (Detail 13)                                                            | 120                | s.f.   | \$50.00            | \$6,000.00          | \$49.00             | \$5,880.00          | \$53.00               | \$6,360.00          |
| 18                           | Full depth P/T floor slab repair (Detail 14)                                                                  | 20                 | s.f.   | \$55.00            | \$1,100.00          | \$105.00            | \$2,100.00          | \$93.00               | \$1,860.00          |
| 19                           | US - Underside P/T floor slab repair (Detail 17)                                                              | 110                | s.f.   | \$77.00            | \$8,470.00          | \$88.00             | \$9,680.00          | \$141.00              | \$15,510.00         |
| 20                           | Furnish and install supplemental a.c.reinforcing steel                                                        | 50                 | lb.    | \$5.50             | \$275.00            | \$6.00              | \$300.00            | \$70.00               | \$3,500.00          |
| 21                           | TM - Install traffic membrane topcoat (Section 07100)                                                         | 176,800            | s.f.   | \$1.38             | \$243,984.00        | \$1.25              | \$221,000.00        | \$1.15                | \$203,320.00        |
| 22                           | Remove and replace existing traffic membrane                                                                  | 3,300              | s.f.   | \$4.40             | \$14,520.00         | \$4.65              | \$15,345.00         | \$4.50                | \$14,850.00         |
| 23                           | Remove and replace damaged TM in existing traffic membrane areas                                              | 90                 | s.f.   | \$4.40             | \$396.00            | \$10.50             | \$945.00            | \$25.00               | \$2,250.00          |
| 24                           | P/T cable repair - grease and wrap 0.5" cable (Detail 21)                                                     | 20                 | l.f.   | \$50.00            | \$1,000.00          | \$25.00             | \$500.00            | \$34.00               | \$680.00            |
| 25                           | P/T cable repair - Splice coupler (Detail 22)                                                                 | 1                  | ea.    | \$600.00           | \$600.00            | \$900.00            | \$900.00            | \$680.00              | \$680.00            |
| 26                           | P/T cable repair - Stressing coupler "Lockcoupler" including stressing (Details 22 & 24)                      | 1                  | ea.    | \$700.00           | \$700.00            | \$1,500.00          | \$1,500.00          | \$1,900.00            | \$1,900.00          |
| 27                           | P/T cable repair - supplemental 0.5" dia monostrand (Details 22 & 24)                                         | 20                 | l.f.   | \$13.00            | \$260.00            | \$25.00             | \$500.00            | \$36.00               | \$720.00            |
| 28                           | Work Allowance                                                                                                | 1                  | Allow. | \$10,000.00        | \$10,000.00         | \$10,000.00         | \$10,000.00         | \$10,000.00           | \$10,000.00         |
| <b>TOTAL BASE BID AMOUNT</b> |                                                                                                               |                    |        |                    | <b>\$478,027.00</b> |                     | <b>\$453,123.00</b> |                       | <b>\$480,488.00</b> |

\*Description of abbreviations:

LS = Lump Sum s.f. = square foot ea. = each

Allow. = Allowance l.f. = linear foot lb. = pound

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

Bid Tabulation prepared by Contech Engineers, Inc

## CONSTRUCTION CONTRACT

### **Resolution No. 100-8-14-13-2**

**THIS CONTRACT** made and entered into in triplicate this 15<sup>th</sup> day of January, 2014 by and between **Shared Systems Technology, Inc** herein called **CONTRACTOR**, and the **CITY OF FORT WAYNE, INDIANA**, an Indiana Municipal Corporation, acting by and through the **MAYOR** and the **Board of Public Works**, herein called **OWNER**;

**WITNESSETH**, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

#### ARTICLE 1: SCOPE OF WORK

**CONTRACTOR** shall furnish all labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following: **CIVIC CENTER PARKING GARAGE RECONSTRUCTION**

All according to all provisions of **RESOLUTION NO. 100-8-14-13-2**, and do everything required by this contract and the other documents constituting a part hereof.

#### ARTICLE 2: THE CONTRACT SUM

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the amount of **Four Hundred Fifty Three Thousand One Hundred Twenty Three Dollars and no cents (\$453,123.00)**. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** Proposal.

#### ARTICLE 3: PROGRESS PAYMENTS AND RETAINAGE

The **CONTRACTOR** may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provisions of the contract, the Board will make payments for such work performed and completed. However, in any such case, the Board will retain five percent (5%) of the total amount owing to insure contractor's compliance with the E.B.E. provisions in Article 17 attached to this contract. Payments to the contractor are not to exceed 95% of the total contract amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. goals stipulated in Article 17 attached hereto, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the aforementioned Article 17.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract, including the E.B.E. provisions in Article 17 attached hereto, is fully performed. Payments to the **CONTRACTOR** are not to exceed 90% of the total contract amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works** will direct the **Engineering Department** of the

**OWNER** to promptly make such inspection, and will direct the **CONTRACT COMPLIANCE DEPARTMENT** of the **OWNER** to make a final recommendation on whether the **CONTRACTOR** made good faith efforts to attain the E.B.E. goal stipulated in Article 17.

When the **Project Manager and Engineer** finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works**. Likewise, when the **Contract Compliance Department** determines that the **CONTRACTOR'S** efforts constitute good faith efforts to attain the E.B.E. goal as agreed in Article 17 and that all required contract compliance reports have been submitted, it shall so inform the **Board of Public Works** through an E.B.E. Compliance Final Report.

Upon receiving both the **Project Manager's** and the **Contract Compliance Department's** recommendations, the **Board of Public Works** shall issue a **final certificate** stating that the work provided for in this Contract has been completed and is accepted, and further stating that the aforementioned E.B.E. goal in Article 17 has been met. Thereupon, **the entire balance** of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required contract compliance reports for this project have been submitted.

In the event that the **Board of Public Works** determines that good faith compliance with the E.B.E. goals and provisions in Article 17 has not occurred, appropriate reduction in the final payment will be made, pursuant to paragraph 6 of the aforementioned Article 17 attached hereto. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and the contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with the E.B.E. goals in Article 17, and subject to appropriate reduction in the event of non-compliance, as provided in paragraph 6 of the aforementioned Article 17 attached hereto.

#### **ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The **CONTRACTOR** will furnish immediately a certificate from the **Worker's Compensation Board of Indiana**, that he has complied with the **Workmen's Compensation Act** in accordance with **Statutes of the State of Indiana** and **Ordinances of the City of Fort Wayne**.

Any judgment rendered against the **City of Fort Wayne** in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any **Board of Arbitrators** or of the **Worker's Compensation Board of Indiana** rendered against the **City of Fort Wayne** in any suit or claim arising under said **Workmen's Compensation** for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

#### **ARTICLE 6: NONDISCRIMINATION OF LABOR**

The **CONTRACTOR** further agrees to be bound by **Chapter 93.036**, of the **Code of the City of Fort Wayne, Indiana** of 1974, passed by the **Common Council of the City of Fort Wayne, Indiana** as **General Ordinance No. G-34-78 (as amended)** on December 12th, 1978. The successful bidder shall file a **Manpower Utilization Report** for this project with the **Compliance Office** within ten (10) days after completion of construction or upon request of the **Office of Compliance**.

#### **ARTICLE 7: WAGE SCALE**

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the **Statutes of the State of Indiana**, and the **Ordinances of the City of Fort Wayne** according to the applicable wage scale as included in the bid documents.

#### **ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. **Advertisement to Bid for Resolution 100-8-14-13-2.**
- b. **Instructions to Bidders for Resolution 100-8-14-13-2.**
- c. **Contractor's Bid dated December 11, 2013.**
- d. **Bid drawings by Contech Engineers, Inc.**
- e. **Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.**
- f. **Non-Discrimination of Labor, Chapter 93.036, Code of City.**
- g. **Prevailing Wage Scale.**
- h. **Performance and Guaranty Bond.**
- i. **Labor and Material Payment Bond.**
- j. **Right-of-Way Cut Permit.**
- k. **Comprehensive Liability Insurance Coverage.**
- l. **Form 96.**
- m. **Article 17: Emerging Business Enterprise**
- n. **Contract Compliance Reports.**
- o. **Vendor Disclosure Form.**
- p. **E-Verify Affidavit.**

#### **ARTICLE 9: GUARANTEE OF WORKMANSHIP**

At the time of execution of this contract, the **CONTRACTOR** shall furnish a **Performance and Guaranty Bond** in favor of the **City of Fort Wayne** in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of **TWO (2) YEARS** following written acceptance of the work by the **OWNER**. "The requirement of a Performance/Payment and Guaranty Bond shall be waived for **EMERGENCY** projects under **TEN THOUSAND DOLLARS (\$10,000)**."

#### **ARTICLE 10: INDEMNITY**

**CONTRACTOR** shall furnish to **OWNER**, within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the **Statutes of the State of Indiana**.

#### **ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the **Chairman of Board of Public Works of the OWNER**, and his/her decision shall be final and conclusive upon the parties. Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the **Board of Public Works**.

#### **ARTICLE 12: COMPLETION DATE**

The **CONTRACTOR** agrees to complete the work specified in the contract by 7/31/14, after having been ordered by the **OWNER** to commence work under this contract. Work shall begin on or after 3/10/14.

#### **ARTICLE 13: COUNCILMANIC APPROVAL**

This Agreement, although executed on behalf of the **OWNER** by the **Mayor and Board of Public Works of the City of Fort Wayne, Indiana**, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the **Common Council of the City of Fort Wayne, Indiana**, and should said **Common Council** fail to approve the contract within one hundred and twenty (120) days after the date of the bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

#### **ARTICLE 14: CITY OF FORT WAYNE ALCOHOL AND DRUG POLICY**

The City of Fort Wayne has in place an Alcohol and Drug Policy that also applies to any Contractors doing business with the City. A copy of this policy is available for inspection in the office of Risk Management, 200 East Berry Street, Suite 470 or on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/finance/purchasing/drugpolicy.htm>. The successful bidder will be furnished a copy of said policy and, as a condition of being awarded any contract, the successful bidder shall execute an acknowledgment of receipt of said policy 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 Risk Management Department of the City of Fort Wayne.

#### **ARTICLE 15: EMPLOYMENT ELIGIBILITY VERIFICATION**

Pursuant to IC 22-5-1.7, **CONTRACTOR** shall enroll in and verify the work eligibility status of all hired employees of **CONTRACTOR** through the E-Verify Program ("Program"). **CONTRACTOR** is not required to verify work eligibility status of all hired employees through the Program if the Program no longer exists.

**CONTRACTOR** and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that **CONTRACTOR** or its subcontractor subsequently learns is an unauthorized alien. If **CONTRACTOR** violates this Section 16.23, **OWNER** shall require **CONTRACTOR** to remedy the violation not later than thirty (30) days after **OWNER** notifies **CONTRACTOR**. If **CONTRACTOR** fails to remedy the violation within the thirty (30) day period, **OWNER** shall terminate the contract for breach of contract. If **OWNER** terminates the contract,

**CONTRACTOR** shall, in addition to any other contractual remedies, be liable to **OWNER** for actual damages. There is a rebuttable presumption that **CONTRACTOR** did not knowingly employ an unauthorized alien if **CONTRACTOR** verified the work eligibility status of the employee through the Program.

If **CONTRACTOR** employs or contracts with an unauthorized alien but **OWNER** determines that terminating the contract would be detrimental to the public interest or public property, **OWNER** may allow the contract to remain in effect until **OWNER** procures a new contractor

**CONTRACTOR** shall, prior to performing any work, require each subcontractor to certify to **CONTRACTOR** that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If **CONTRACTOR** determines that a subcontractor is in violation of this section, **CONTRACTOR** may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by **CONTRACTOR** or the subcontractor.

#### **ARTICLE 16:**

This contract is governed by Laws of the State of Indiana.

#### **ARTICLE 17: EMERGING BUSINESS ENTERPRISE**

**THIS AGREEMENT** made and entered into by and between the **CITY OF FORT WAYNE**, hereinafter referred to as **OWNER** and, hereinafter referred to as **CONTRACTOR**,

#### **WITNESSETH:**

**WHEREAS**, the **CONTRACTOR** is the apparent low bidder on construction project commonly referred to as the **CIVIC CENTER PARKING GARAGE RECONSTRUCTION**, which project was bid under Resolution Number **100-8-14-13-2**; and

**WHEREAS**, **CONTRACTOR** agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as **E.B.E.'s** as subcontractors on this project is **10%** of the contract amount; and

**WHEREAS**, **OWNER** has, pursuant to Executive Order 90-01 (as amended 05-08-06), adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order (as amended 05-08-06); and

**WHEREAS**, said Executive Order (as amended 05-08-06) states:

**"Section 2, Paragraph C.** Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded.

**In the event a contractor is unable to subcontract 10% of the contract amount or secure services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the efforts taken to comply with the participation goals."**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as

follows:

1. Conditional Award - Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Article is attached, OWNER awards the construction contract to the CONTRACTOR.

2. E.B.E. Retainage requirements - If the contractor is in compliance with the provisions of the construction contract to which this Article is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain five percent (5%) of the total amount owing to insure compliance with this Article. 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 10% of the contract amount to emerging business enterprises, the contractor will be paid in full.

In the event there is a determination that good faith compliance with this Article has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this Article will be made.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the CONTRACTOR are not to exceed 95% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this Article. Payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with this Article, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this Article

3. Request for Waiver - If, at the time final payment application is made, contractor has not attained the ten 10% E.B.E. 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 10% E.B.E. goal.

4. Determination of Waiver Requests - The Contract 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.

5. Good Faith Per Se. - In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have subcontracted for every sub-contract for which there are qualified E.B.E.'s available.

6. Consequence 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 shall be reduced by the amount calculated as the difference between 10% and the percentage level met. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

7. Waiver approved - In the event the Board of Public Works determines that a good faith effort to comply with this Article has been made, the contract 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 20th day of January, 2014, personally appeared the within named J. PETER WALLACE who being by me first duly sworn upon his oath says that he is the SECRETARY of and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of SAME for the uses and purposes therein set forth.

IN WITNESS WHEREOF hereunto subscribed my name, affixed my official seal.

Michelle R. Nelson

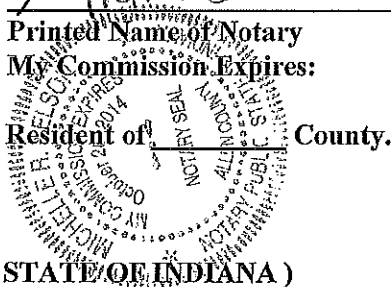
Notary Public

Michelle R. Nelson

Printed Name of Notary

My Commission Expires:

Resident of Allen County.



**ACKNOWLEDGMENT**

STATE OF INDIANA )

SS: )

COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 29th day of January, 2014, personally appeared the within named Thomas C. Henry, Robert Kennedy, Mike Avila, Kumar Menon and Victoria Edwards, 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.

Lindsay K. Haggerty

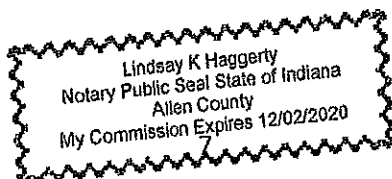
Notary Public

Lindsay K. Haggerty

Printed Name of Notary

My Commission Expires: 12/02/2020

Resident of Allen County.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

CITY OF FORT WAYNE

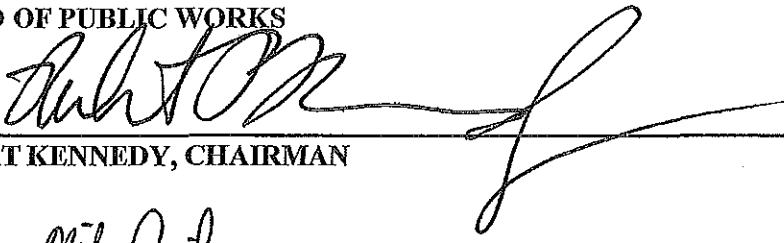
BY: 

Printed: J. Pete Wallace

BY: 

THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: 

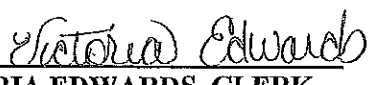
ROBERT KENNEDY, CHAIRMAN

BY: 

MIKE AVILA, MEMBER

BY: 

KUMAR MENON, MEMBER

ATTEST: 

VICTORIA EDWARDS, CLERK

# CHANGE ORDER

Change Order No. 1

Name of Project: Civic Center Parking Garage Reconstruction

Work Order / Resolution No. #100-8-14-13-2

Date: 1/14/2015

To: \_\_\_\_\_

You are hereby requested to comply with the following changes from the contract plans and specifications:

| ITEM                  |          | DESCRIPTION OF CHANGE |            | CHANGE IN CONTRACT PRICE |          |
|-----------------------|----------|-----------------------|------------|--------------------------|----------|
| NO.                   | QUANTITY | DESCRIPTION           | UNIT PRICE | DECREASE                 | INCREASE |
|                       |          |                       |            |                          |          |
|                       |          |                       |            |                          |          |
|                       |          |                       |            |                          |          |
|                       |          |                       |            |                          |          |
| TOTAL DECREASE        |          |                       |            |                          |          |
| TOTAL INCREASE        |          |                       |            |                          |          |
| NET INCREASE/DECREASE |          |                       |            |                          |          |

The sum of \$ NA is hereby **INCREASED/DECREASED** the total contract price and the final contract price shall be adjusted as follows:

|                                                             |                      |
|-------------------------------------------------------------|----------------------|
| Original Contract Price                                     | \$ <u>453,123.00</u> |
| Current Contract Price Adjusted by Previous Change Order(s) | \$ <u>453,123.00</u> |
| New Contract Price Including this Change Order              | \$ <u>NA</u>         |

The time provided for Final Completion in the contract for this project is **changed** due to this Change Order.  
The number of days added to the Contract shall be 365. The date for Final Completion shall be 7/31/2015.

Furthermore, this document shall become an amendment to the contract and all provisions of the contract shall apply hereto.

Recommended by: [Signature] Contract Manager

Date 1/13/15

Accepted by: [Signature] Contractor

Date 1-13-15

Approved by: [Signature] Redevelopment Director

Date 1/13/15

Approved by BOARD OF PUBLIC WORKS:

[Signature]  
Robert P. Kennedy, Chair

Date 1/28/15

[Signature]  
Mike Avila, Member

Date 1/28/15

[Signature]  
Kumar Menon, Member

Date 1/28/15

Attested by: [Signature]  
Victoria Edwards, Clerk  
[Signature]  
Lyndsay Richards, Clerk

Date 1/28/15

Date 1/14/2015

**REQUEST AND JUSTIFICATION FOR CHANGE**

1. Necessity for change: Capital plan was adjusted for 2014 and the project was pushed to 2015

2. Will proposed change alter size of the project? No

If yes, explain

3. Affect on operation and maintenance cost of this project: None



COMMUNITY  
DEVELOPMENT  
Re|Development

## Interoffice Memo

Date: February 4, 2015

To: Common Council Members

From: P.J. Thuringer, Project Manager, Community Development

RE: Civic Center Parking Garage Reconstruction – Res. #100-8-14-13-2

### Council District #5

The contractor shall furnish all labor, insurance and equipment for the completion of this project: "Civic Center Parking Garage Reconstruction" as follows: Post-tensioned slab repair, removal and replacement of traffic membrane, installation of traffic membrane topcoat, and all other work necessary for the reconstruction.

Implications of not being approved: Continued deterioration of the garage will result in more expensive repairs at a later date. If the project is not approved, people coming downtown to enjoy facilities like the Embassy and the Grand Wayne Center may not be able to use this garage - inconveniencing downtown customers.

This project was advertised to contractors on 11/22/2013 in the *News Sentinel*, 11/29/13 in the *Journal Gazette* and 11/27/13 in *Frost Illustrated*.

The contract for Resolution #100-8-14-13-2 was awarded to Shared Systems Technology, Inc., for \$453,123.00, the lowest and most responsive of two bidders and 5% below the Engineer's estimate of \$478,027.00. The second lowest bidder was \$24,904.00 above Shared Systems Technology, Inc.

The cost of said project will be funded by proceeds from the operation of the garage.

Change order for extension of time was passed by Board of Works on 1/28/2015

Council Introduction Date: February 10, 2015

CC: BOW  
Justin Brugger  
Diane Brown