

BILL NO. S-20-03-05

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT - HOBSON ROAD REHABILITATION: COLISEUM BLVD TO STELLHORN RD - RESOLUTION/WORK ORDER #0415A - \$2,525,396.00 between BROOKS CONSTRUCTION CO., 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 CONSTRUCTION CONTRACT - HOBSON ROAD REHABILITATION: COLISEUM BLVD TO STELLHORN RD - RESOLUTION/WORK ORDER #0415A - by and between BROOKS CONSTRUCTION CO., 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 project consists of the maintenance of traffic, storm-sewer modifications, concrete removal, concrete rehabilitation & replacement, new curbing & approaches, erosion control, green infrastructure, signal improvements, pavement markings, signage, landscapi

involving a total cost of TWO MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED NINETY-SIX AND 00/100 DOLLARS - (\$2,525,396.00). 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

			TOTAL: \$2,997,460.00		TOTAL: \$2,525,396.00		TOTAL: \$2,632,998.12		TOTAL: \$2,943,096.01	
					% over 0.00% % under 15.75%		% over 0.00% % under 12.15%		% over 0.00% % under 1.81%	
Bid Tabulation			RES. NO. / W.C 0415A		BIDDER: Brooks Construct		BIDDER: Primco, Inc		BIDDER: E&B Paving	
Proj: Hobson Road Street Improvements Phase 2										
Bid Date: 02/27/20										
ITEM NO.			Estimate							
ITEM			PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1 Mobilization and Demobilization			1	LS	\$124,000.00	\$124,000.00	\$120,000.00	\$120,000.00	\$131,649.90	\$131,649.90
2 Right-of-Way Clearing			1	LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$16,808.40	\$16,808.40
3 Maintenance of Traffic			1	LS	\$156,000.00	\$156,000.00	\$122,364.30	\$122,364.30	\$138,974.13	\$138,974.13
4 Construction Engineering			1	LS	\$36,000.00	\$36,000.00	\$25,000.00	\$25,000.00	\$56,900.00	\$56,900.00
5 Common Excavation			1790	CY	\$31.00	\$55,490.00	\$35.00	\$62,650.00	\$20.00	\$35,800.00
6 Rough Grading			1	LS	\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00	\$30,873.25	\$30,873.25
7 Finish Grading			1	LS	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$2,500.00	\$2,500.00
8 Erosion & Sediment Control			1	LS	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
9 Concrete Curb, Remove			6876	LF	\$1.25	\$7,345.00	\$4.00	\$23,504.00	\$5.60	\$34,080.80
10 Concrete Sidewalk, Remove			1284	SY	\$7.00	\$8,988.00	\$10.00	\$12,840.00	\$6.85	\$8,795.40
11 Concrete Pavement, Remove			5085	SY	\$17.50	\$88,987.50	\$14.00	\$71,190.00	\$14.25	\$72,481.25
12 Concrete Driveway, Remove			663	SY	\$12.50	\$8,287.50	\$12.00	\$7,956.00	\$13.55	\$8,983.65
13 Concrete Patching, Full Depth			7837	SY	\$102.00	\$799,374.00	\$59.00	\$462,383.00	\$81.25	\$638,756.25
14 Concrete Driveway, Residential, 6"			276	SY	\$80.00	\$22,080.00	\$65.00	\$17,940.00	\$72.25	\$19,941.00
15 Concrete Driveway, Commercial, 8"			610	SY	\$85.00	\$51,850.00	\$75.00	\$45,750.00	\$81.50	\$49,715.00
16 Concrete Curb, Type II-B			103	LF	\$18.00	\$1,854.00	\$50.00	\$5,150.00	\$38.00	\$3,914.00
17 Concrete Curb, Type III			5277	LF	\$16.00	\$84,432.00	\$18.00	\$94,968.00	\$13.50	\$71,239.50
18 Concrete Curb Turnout			32	EA	\$500.00	\$16,000.00	\$400.00	\$12,800.00	\$500.00	\$16,000.00
19 Concrete Center Curb, Type C			260	LF	\$45.00	\$12,600.00	\$43.00	\$12,040.00	\$60.05	\$16,814.00
20 Concrete Sidewalk, 4"			1243	SY	\$90.00	\$111,870.00	\$55.00	\$68,385.00	\$64.50	\$80,173.50
21 Concrete Curbside Sidewalk			181	SY	\$100.00	\$18,100.00	\$135.00	\$24,435.00	\$80.00	\$14,480.00
22 Concrete Bus Pad, 6"			84	SY	\$95.00	\$7,980.00	\$70.00	\$5,880.00	\$74.50	\$6,258.00
23 ADA Curb Ramps			197	SY	\$165.00	\$32,505.00	\$110.00	\$21,670.00	\$133.50	\$26,299.50
24 Underdrain, Perforated Pipe, 6"			6257	LF	\$10.00	\$62,570.00	\$10.00	\$62,570.00	\$13.21	\$83,444.97
25 Underdrain, Perforated Pipe, 8"			550	LF	\$12.00	\$6,600.00	\$10.25	\$5,637.50	\$15.68	\$8,624.00
26 Underdrain, Solid HDPE Pipe, 6"			39	LF	\$20.00	\$780.00	\$32.00	\$1,248.00	\$35.90	\$1,400.10
27 Underdrain, Solid HDPE Pipe, 12"			64	LF	\$30.00	\$1,920.00	\$35.00	\$2,240.00	\$35.93	\$2,299.52
28 Aggregate for Underdrain			444	TON	\$50.00	\$22,200.00	\$45.00	\$19,980.00	\$24.33	\$10,602.52
29 Geotextiles for Underdrain			3362	SY	\$1.00	\$3,362.00	\$0.55	\$1,849.10	\$1.79	\$6,017.98
30 Turf-Type Tall Fescue Seed Mix			80000	SFT	\$0.25	\$20,000.00	\$0.36	\$28,800.00	\$0.36	\$28,800.00
31 Approved Topsoil			665	TON	\$45.00	\$29,925.00	\$42.00	\$27,930.00	\$42.00	\$27,930.00

32	Washed No. 8 Stone	602	TON	\$28.00	\$22,456.00	\$45.00	\$36,090.00	\$24.33	\$19,512.66	\$24.33	\$19,512.66
33	S150B11 Erosion Control Mat	2664	SY	\$2.00	\$5,728.00	\$1.40	\$4,009.60	\$1.40	\$4,009.60	\$1.40	\$4,009.60
34	Wire 140N Soil Separator Fabric	3637	SY	\$2.00	\$7,274.00	\$0.70	\$2,545.90	\$2.37	\$8,619.69	\$2.37	\$8,619.69
35	ScourStop	34	EA	\$150.00	\$5,100.00	\$165.00	\$5,610.00	\$165.00	\$5,610.00	\$165.00	\$5,610.00
36	6" Cleanout	11	EA	\$300.00	\$3,300.00	\$475.00	\$5,225.00	\$500.00	\$5,500.00	\$500.00	\$5,500.00
37	8" Cleanout	6	EA	\$350.00	\$2,100.00	\$525.00	\$3,150.00	\$550.00	\$3,300.00	\$550.00	\$3,300.00
38	Adjust Casting to Grade, Structure	62	EA	\$575.00	\$29,900.00	\$750.00	\$39,000.00	\$590.00	\$30,680.00	\$425.00	\$22,100.00
39	Adjust Casting to Grade, Water Valve	13	EA	\$350.00	\$4,550.00	\$250.00	\$3,250.00	\$465.00	\$6,045.00	\$300.00	\$3,900.00
40	Replace Water Valve Box and Adjust to Grade, Undersubstituted	5	EA	\$840.00	\$4,200.00	\$300.00	\$1,500.00	\$402.00	\$2,010.00	\$402.00	\$2,010.00
41	2' x 2' Inlet	2	EA	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$1,218.00	\$2,436.00	\$1,218.00	\$2,436.00
42	48" Diameter Storm Manhole	4	EA	\$3,000.00	\$12,000.00	\$3,250.00	\$13,000.00	\$1,790.00	\$7,160.00	\$1,790.00	\$7,160.00
43	60" Diameter Storm Manhole	1	EA	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$3,210.00	\$3,210.00	\$3,210.00	\$3,210.00
44	12" HDPE Drain Structure w/ Beehive Casting	3	EA	\$1,500.00	\$4,500.00	\$1,750.00	\$5,250.00	\$960.00	\$2,880.00	\$960.00	\$2,880.00
45	24" Beehive Casting	10	EA	\$630.00	\$6,300.00	\$230.00	\$2,300.00	\$314.50	\$3,145.00	\$314.50	\$3,145.00
46	2' x 2' Curb & Gutter Casting	8	EA	\$850.00	\$6,800.00	\$308.00	\$2,464.00	\$614.20	\$4,913.60	\$454.20	\$3,633.60
47	24" x 24" ADA Casting	1	EA	\$850.00	\$850.00	\$225.00	\$225.00	\$605.00	\$605.00	\$445.00	\$445.00
48	24" Watertight Sanitary Casting	12	EA	\$855.00	\$10,260.00	\$250.00	\$3,000.00	\$562.00	\$10,344.00	\$702.00	\$8,424.00
49	24" Solid Storm Casting	2	EA	\$850.00	\$1,700.00	\$230.00	\$460.00	\$473.87	\$947.74	\$313.87	\$627.74
50	Storm Pipe, RCP Class III, 12"	13	LF	\$110.00	\$1,430.00	\$180.00	\$2,340.00	\$163.67	\$2,127.71	\$163.67	\$2,127.71
51	Storm Pipe, RCP Class III, 18"	15	LF	\$120.00	\$1,800.00	\$190.00	\$2,850.00	\$184.29	\$2,764.35	\$184.29	\$2,764.35
52	Storm Pipe, RCP Class III, 24"	12	LF	\$130.00	\$1,560.00	\$200.00	\$2,400.00	\$269.91	\$3,238.92	\$269.91	\$3,238.92
53	Storm Pipe, RCP Class III, 36"	14	LF	\$150.00	\$2,100.00	\$230.00	\$3,220.00	\$327.17	\$4,580.38	\$327.17	\$4,580.38
54	HMA Surface, 9.5 mm, Type B	1632	TON	\$85.00	\$138,720.00	\$72.00	\$117,504.00	\$85.00	\$108,080.00	\$75.00	\$122,400.00
55	HMA Intermediate, 12.5 mm, Type B	2719	TON	\$65.00	\$176,735.00	\$67.00	\$182,173.00	\$50.00	\$135,950.00	\$65.00	\$176,735.00
56	HMA Base, 25.0 mm, Type B	53	TON	\$55.00	\$2,915.00	\$150.00	\$7,950.00	\$125.00	\$6,625.00	\$165.00	\$9,805.00
57	HMA Wedge & Level, Type B	10	TON	\$75.00	\$750.00	\$110.00	\$1,100.00	\$65.00	\$650.00	\$85.00	\$850.00
58	Concrete Milling, Transition	415	SY	\$5.00	\$2,075.00	\$9.00	\$3,735.00	\$7.00	\$2,905.00	\$10.00	\$4,150.00
59	Asphalt Milling, Transition	590	SY	\$4.00	\$2,360.00	\$9.00	\$5,310.00	\$7.00	\$4,130.00	\$10.00	\$5,900.00
60	Concrete Milling, Approach	960	SY	\$5.00	\$4,800.00	\$9.00	\$8,640.00	\$7.00	\$6,720.00	\$10.00	\$9,600.00
61	Asphalt Milling, 4"	1495	SY	\$4.00	\$5,980.00	\$9.00	\$13,455.00	\$7.00	\$10,465.00	\$10.00	\$14,950.00
62	Asphalt Milling, Variable Depth	58	SY	\$10.00	\$580.00	\$9.00	\$522.00	\$7.00	\$406.00	\$20.00	\$1,160.00
63	Fiberglass Paving Geotextile	6641	SY	\$5.00	\$33,205.00	\$4.50	\$29,884.50	\$5.75	\$38,185.75	\$5.00	\$33,205.00
64	Signal Cabinet & Controller	1	EA	\$14,000.00	\$14,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
65	Modify Existing Cabinet Foundation	1	EA	\$1,000.00	\$1,000.00	\$775.00	\$775.00	\$775.00	\$775.00	\$775.00	\$775.00
66	Foundation, Type A - Without Breakaways	1	EA	\$7,000.00	\$7,000.00	\$8,236.00	\$8,236.00	\$8,236.00	\$8,236.00	\$8,236.00	\$8,236.00
67	Foundation, Type A - Without Breakaways	2	EA	\$8,000.00	\$16,000.00	\$8,559.00	\$17,118.00	\$8,559.00	\$17,118.00	\$8,559.00	\$17,118.00
68	Foundation, Type A - Without Breakaways	1	EA	\$9,000.00	\$9,000.00	\$8,924.00	\$8,924.00	\$8,924.00	\$8,924.00	\$8,924.00	\$8,924.00

69	Detector Housing, Remove	11	EA	\$250.00	\$2,750.00	\$250.00	\$2,750.00	\$250.00	\$2,750.00	\$250.00	\$2,750.00
70	Detector Housing	16	EA	\$700.00	\$11,200.00	\$750.00	\$12,000.00	\$750.00	\$12,000.00	\$750.00	\$12,000.00
71	Handhole, Remove	1	EA	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
72	Handhole	6	EA	\$850.00	\$5,100.00	\$775.00	\$4,650.00	\$775.00	\$4,650.00	\$775.00	\$4,650.00
73	Loop Detector Delay Amplifier, 2 Channel	17	EA	\$250.00	\$4,250.00	\$275.00	\$4,675.00	\$275.00	\$4,675.00	\$275.00	\$4,675.00
74	Miscellaneous Equipment for Traffic Signals	1	LS	\$15,000.00	\$15,000.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
75	3-Section Signal Head	13	EA	\$700.00	\$9,100.00	\$595.00	\$7,735.00	\$595.00	\$7,735.00	\$595.00	\$7,735.00
76	4-Section Signal Head	1	EA	\$1,000.00	\$1,000.00	\$725.00	\$725.00	\$725.00	\$725.00	\$725.00	\$725.00
77	5-Section Signal Head	1	EA	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
78	2" HDPE SCH 80 Conduit	1919	LF	\$13.00	\$24,947.00	\$8.00	\$15,352.00	\$8.00	\$15,352.00	\$8.00	\$15,352.00
79	Sawcut for Roadway Loop & Sealer	2280	LF	\$10.00	\$22,900.00	\$8.00	\$18,320.00	\$8.00	\$18,320.00	\$8.00	\$18,320.00
80	Cable, Roadway Loop, 1c/14	6010	LF	\$0.50	\$3,005.00	\$0.15	\$901.50	\$0.15	\$901.50	\$0.15	\$901.50
81	Cable, 2c/16	3235	LF	\$1.50	\$4,852.50	\$1.20	\$3,882.00	\$1.20	\$3,882.00	\$1.20	\$3,882.00
82	Cable, 3c/14	3060	LF	\$1.50	\$4,590.00	\$1.30	\$3,978.00	\$1.30	\$3,978.00	\$1.30	\$3,978.00
83	Cable, 5c/14	8790	LF	\$1.75	\$15,382.50	\$1.85	\$16,261.50	\$1.85	\$16,261.50	\$1.85	\$16,261.50
84	Cable, 7c/14	1460	LF	\$2.00	\$2,920.00	\$2.00	\$2,920.00	\$2.00	\$2,920.00	\$2.00	\$2,920.00
85	Cable, 9c/14	915	LF	\$2.25	\$2,058.75	\$2.50	\$2,287.50	\$2.50	\$2,287.50	\$2.50	\$2,287.50
86	Pedestrian Signal Head, Countdown, LED, 18"	16	EA	\$500.00	\$8,000.00	\$475.00	\$7,600.00	\$475.00	\$7,600.00	\$475.00	\$7,600.00
87	Pedestrian Signal Push Button, Polara 2 Wire, w/R10- 3e Sign	16	EA	\$250.00	\$4,000.00	\$1,050.00	\$16,800.00	\$1,050.00	\$16,800.00	\$1,050.00	\$16,800.00
88	Pedestrian Signal Pedestal and Type A Base, 10'	12	EA	\$1,500.00	\$18,000.00	\$1,275.00	\$15,300.00	\$1,275.00	\$15,300.00	\$1,275.00	\$15,300.00
89	Salvage & Transport Existing Signal Equipment	1	LS	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
90	Sign, Sheet, 0.080" Thick	149	SFT	\$25.00	\$3,725.00	\$9.00	\$1,341.00	\$9.00	\$1,341.00	\$9.00	\$1,341.00
91	Square Post, Type 1	301	LF	\$10.00	\$3,010.00	\$7.00	\$2,107.00	\$7.00	\$2,107.00	\$7.00	\$2,107.00
92	Line, Multi-Comp, Solid, White, 4"	8960	LF	\$0.50	\$4,480.00	\$0.30	\$2,688.00	\$0.30	\$2,688.00	\$0.30	\$2,688.00
93	Line, Multi-Comp, Solid, Yellow, 4"	5752	LF	\$0.50	\$2,876.00	\$0.30	\$1,725.60	\$0.30	\$1,725.60	\$0.30	\$1,725.60
94	Line, Multi-Comp, Broken, Yellow, 4"	1190	LF	\$0.50	\$595.00	\$0.40	\$478.00	\$0.40	\$478.00	\$0.40	\$478.00
95	Line, Multi-Comp, Dotted, White, 4"	62	LF	\$0.50	\$31.00	\$1.00	\$62.00	\$1.00	\$62.00	\$1.00	\$62.00
96	Line, Multi-Comp, Solid, Yellow, 6"	341	LF	\$0.75	\$255.75	\$0.50	\$170.50	\$0.50	\$170.50	\$0.50	\$170.50
97	Transverse Markings, Multi-Comp, Solid, Yellow, Crosshatch Line, 12"	197	LF	\$3.00	\$591.00	\$5.00	\$985.00	\$5.00	\$985.00	\$5.00	\$985.00
98	Transverse Markings, Multi-Comp, Stop Bar, 24"	335	LF	\$5.00	\$1,675.00	\$10.50	\$3,517.50	\$10.50	\$3,517.50	\$10.50	\$3,517.50
99	Transverse Markings, Multi-Comp, Solid, White, Cross Walk, 24"	1616	LF	\$5.00	\$8,080.00	\$9.50	\$15,352.00	\$9.50	\$15,352.00	\$9.50	\$15,352.00
100	Pavement Message Marking, Multi-Comp, Arrow	29	EA	\$175.00	\$5,075.00	\$125.00	\$3,625.00	\$125.00	\$3,625.00	\$125.00	\$3,625.00
101	Pavement Message Marking, Multi-Comp, Bicycle	19	EA	\$285.00	\$5,415.00	\$100.00	\$1,900.00	\$100.00	\$1,900.00	\$100.00	\$1,900.00
102	Pavement Message Marking, Multi-Comp, Word "ONLY"	5	EA	\$185.00	\$925.00	\$160.00	\$800.00	\$160.00	\$800.00	\$160.00	\$800.00
103	Mailbox Assembly, Reset, Single	4	EA	\$200.00	\$800.00	\$500.00	\$2,000.00	\$305.00	\$1,220.00	\$200.00	\$800.00
104	Mailbox/Paper box Assembly, Reset, Single	1	EA	\$200.00	\$200.00	\$500.00	\$500.00	\$305.00	\$305.00	\$150.00	\$150.00
105	Common Hackberry - 2.5" Cal B&B	4	EA	\$450.00	\$1,800.00	\$490.00	\$1,960.00	\$490.00	\$1,960.00	\$490.00	\$1,960.00

[illegible]



Notice of Award

3/3/2020

Project: Hobson Road Rehabilitation: Coliseum Blvd to Stellhorn Rd

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0415A

Bidder: Brooks Construction Co, Inc

Bidder's Address: 6525 Ardmore Ave

Fort Wayne, IN 46809

You are notified that your Bid dated 2/27/2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Hobson Road Rehabilitation: Coliseum Blvd to Stellhorn Rd

The project consists of the maintenance of traffic, storm-sewer modifications, concrete removal, concrete rehabilitation & replacement, new curbing & approaches, erosion control, green infrastructure, signal improvements, pavement markings, signage, landscaping and tree planting, and other miscellaneous improvements.

The Contract Price of your Contract is \$2,525,396.00.

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 Contract security [Bonds] as specified in the Instructions to Bidders.
 - a. Performance Bond
 - b. Payment Bond
 - c. Certificates of Insurance
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document, pursuant to Article 19 of the Instructions to Bidders.
4. Deliver executed Vendor Disclosure Statement (Must have one on file annually with the City of Fort Wayne).
5. Deliver executed E-Verify Affidavit.
6. Deliver executed Drug Policy Acknowledgement Form.



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**

ABSENT

Shan Gunawardena, Chair

A blue ink signature of Kumar Menon, consisting of stylized, overlapping loops and strokes.

Kumar Menon, Member

A blue ink signature of Mike Avila, featuring a cursive style with a prominent 'M' and 'A'.

Mike Avila, Member

ATTEST:

A blue ink signature of Michelle Fulk-Vondran, showing a series of connected, flowing letters.

Michelle Fulk-Vondran, Clerk

Date: 3-3-2020

cc: Project Manager



Notice of Award

3/3/2020

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Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0415A

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 - b. Payment Bond
 - c. Certificates of Insurance
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document, pursuant to Article 19 of the Instructions to Bidders.
4. Deliver executed Vendor Disclosure Statement (Must have one on file annually with the City of Fort Wayne).
5. Deliver executed E-Verify Affidavit.
6. Deliver executed Drug Policy Acknowledgement Form.



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**

ABSENT

Shan Gunawardena, Chair

A blue ink signature of Kumar Menon, consisting of stylized, overlapping loops.

Kumar Menon, Member

A blue ink signature of Mike Avila, written in a cursive style.

Mike Avila, Member

ATTEST:

A blue ink signature of Michelle Fulk-Vondran, featuring a series of connected, wavy horizontal strokes.

Michelle Fulk-Vondran, Clerk

Date: 3-3-2020

cc: Project Manager

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

RESOLUTION/WORK ORDER # **0415A**

This Agreement is by and between the City of Fort Wayne – Board of Public Works (“Owner”) and **Brooks Construction** (“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: **The project consists of the maintenance of traffic, storm-sewer modifications, concrete removal, concrete rehabilitation & replacement, new curbing & approaches, erosion control, green infrastructure, signal improvements, pavement markings, signage, landscaping and tree planting, and other miscellaneous improvements.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Hobson Road Rehabilitation: Coliseum Blvd to Stellhorn Rd**

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **VS Engineering**.

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 **10/16/2020**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **11/6/2020**.

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 **\$2,525,396.00.**

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment no more often than every 30 days during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that

such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **56** sheets with each sheet bearing the following general title: **Hobson Road Rehabilitation from Coliseum Blvd to Stellhorn Rd.**
 7. Addenda (numbers 1 to 4, 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.

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 **Thomas C. Henry, Shan Gunawardena, Kumar Menon, Mike Avila, 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 **0415A**).

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

CONTRACTOR

OWNER

Brooks Construction

CITY OF FORT WAYNE

BY: _____
Print Name _____

BY: _____
THOMAS C. HENRY, MAYOR

TITLE: _____

BOARD OF PUBLIC WORKS

DATE: _____
(Date signed by Contractor)

BY: _____
SHAN GUNAWARDENA, CHAIR

Address for giving notices:

BY: _____
KUMAR MENON, MEMBER

BY: _____
MIKE AVILA, MEMBER

ATTEST: _____
MICHELLE FULK-VONDRAN, CLERK

DATE: _____
(Date signed by Board)

0415A - Hobson Road Rehab. - Coliseum to Stellhorn Rd. (#6665959)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

02/27/2020 02:00 PM EST

				Brooks Construction Co Inc.			
Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension
Project: Hobson Road Street Improvements Phase 2, 0415A							\$2,405,396.00
	1	1	Mobilization and Demobilization	LS	1	\$120,000.00	\$120,000.00
	2	2	Right-of-Way Clearing	LS	1	\$10,000.00	\$10,000.00
	3	3	Maintenance of Traffic	LS	1	\$122,364.30	\$122,364.30
	4	4	Construction Engineering	LS	1	\$25,000.00	\$25,000.00
	5	5	Common Excavation	CY	1790	\$35.00	\$62,650.00
	6	6	Rough Grading	LS	1	\$75,000.00	\$75,000.00
	7	7	Finish Grading	LS	1	\$50,000.00	\$50,000.00
	8	8	Erosion & Sediment Control	LS	1	\$10,000.00	\$10,000.00
	9	9	Concrete Curb, Remove	LF	5876	\$4.00	\$23,504.00
	10	10	Concrete Sidewalk, Remove	SY	1284	\$10.00	\$12,840.00
	11	11	Concrete Pavement, Remove	SY	5085	\$14.00	\$71,190.00
	12	12	Concrete Driveway, Remove	SY	663	\$12.00	\$7,956.00
	13	13	Concrete Patching, Full Depth	SY	7837	\$59.00	\$462,383.00
	14	14	Concrete Driveway, Residential, 6"	SY	276	\$65.00	\$17,940.00
	15	15	Concrete Driveway, Commercial, 8"	SY	610	\$75.00	\$45,750.00
	16	16	Concrete Curb, Type II-B	LF	103	\$50.00	\$5,150.00
	17	17	Concrete Curb, Type III	LF	5277	\$18.00	\$94,986.00
	18	18	Concrete Curb Turnout	EA	32	\$400.00	\$12,800.00
	19	19	Concrete Center Curb, Type C	LF	280	\$43.00	\$12,040.00
	20	20	Concrete Sidewalk, 4"	SY	1243	\$55.00	\$68,365.00
	21	21	Concrete Curbside Sidewalk	SY	181	\$135.00	\$24,435.00
	22	22	Concrete Bus Pad, 6"	SY	84	\$70.00	\$5,880.00
	23	23	ADA Curb Ramps	SY	197	\$110.00	\$21,670.00
	24	24	Underdrain, Perforated Pipe, 6"	LF	5257	\$10.00	\$52,570.00
	25	25	Underdrain, Perforated Pipe, 8"	LF	550	\$10.25	\$5,637.50
	26	26	Underdrain, Solid HDPE Pipe, 8"	LF	39	\$32.00	\$1,248.00
	27	27	Underdrain, Solid HDPE Pipe, 12"	LF	64	\$35.00	\$2,240.00
	28	28	Aggregate for Underdrain	TON	444	\$45.00	\$19,980.00
	29	29	Geotextiles for Underdrain	SY	3362	\$0.55	\$1,849.10
	30	30	Turf-Type Tall Fescue Seed Mix	SFT	80000	\$0.36	\$28,800.00
	31	31	Approved Topsoil	TON	665	\$42.00	\$27,930.00
	32	32	Washed No. 8 Stone	TON	802	\$45.00	\$36,090.00
	33	33	S150BN Erosion Control Mat	SY	2864	\$1.40	\$4,009.60
	34	34	Mirafi 140N Soil Separator Fabric	SY	3637	\$0.70	\$2,545.90
	35	35	ScourStop	EA	34	\$165.00	\$5,610.00
	36	36	6" Cleanout	EA	11	\$475.00	\$5,225.00
	37	37	8" Cleanout	EA	6	\$525.00	\$3,150.00
	38	38	Adjust Casting to Grade, Structure	EA	52	\$750.00	\$39,000.00
	39	39	Adjust Casting to Grade, Water Valve	EA	13	\$250.00	\$3,250.00
	40	40	Replace Water Valve Box and Adjust to Grade, Undistributed	EA	5	\$300.00	\$1,500.00
	41	41	2' x 2' Inlet	EA	2	\$1,500.00	\$3,000.00

42	42 48" Diameter Storm Manhole	EA	4	\$3,250.00	\$13,000.00
43	43 60" Diameter Storm Manhole	EA	1	\$6,000.00	\$6,000.00
44	44 12" HDPE Drain Structure w/ Beehive Casting	EA	3	\$1,750.00	\$5,250.00
45	45 24" Beehive Casting	EA	10	\$230.00	\$2,300.00
46	46 2' x 2' Curb & Gutter Casting	EA	8	\$308.00	\$2,464.00
47	47 24" x 24" ADA Casting	EA	1	\$225.00	\$225.00
48	48 24" Watertight Sanitary Casting	EA	12	\$250.00	\$3,000.00
49	49 24" Solid Storm Casting	EA	2	\$230.00	\$460.00
50	50 Storm Pipe, RCP Class III, 12"	LF	13	\$180.00	\$2,340.00
51	51 Storm Pipe, RCP Class III, 18"	LF	15	\$190.00	\$2,850.00
52	52 Storm Pipe, RCP Class III, 24"	LF	12	\$200.00	\$2,400.00
53	53 Storm Pipe, RCP Class III, 36"	LF	14	\$230.00	\$3,220.00
54	54 HMA Surface, 9.5 mm, Type B	TON	1632	\$72.00	\$117,504.00
55	55 HMA Intermediate, 12.5 mm, Type B	TON	2719	\$67.00	\$182,173.00
56	56 HMA Base, 25.0 mm, Type B	TON	53	\$150.00	\$7,950.00
57	57 HMA Wedge & Level, Type B	TON	10	\$110.00	\$1,100.00
58	58 Concrete Milling, Transition	SY	415	\$9.00	\$3,735.00
59	59 Asphalt Milling, Transition	SY	590	\$9.00	\$5,310.00
60	60 Concrete Milling, Approach	SY	960	\$9.00	\$8,640.00
61	61 Asphalt Milling, 4"	SY	1495	\$9.00	\$13,455.00
62	62 Asphalt Milling, Variable Depth	SY	58	\$9.00	\$522.00
63	63 Fiberglass Paving Geotextile	SY	6641	\$4.50	\$29,884.50
64	64 Signal Cabinet & Controller	EA	1	\$16,000.00	\$16,000.00
65	65 Modify Existing Cabinet Foundation	EA	1	\$775.00	\$775.00
66	66 Signal Cantilever Structure, Signal Mast Arm 25 FT. with Drilled Shaft Foundation, Type A - Without Breakaways	EA	1	\$8,236.00	\$8,236.00
67	67 Signal Cantilever Structure, Signal Mast Arm 30 FT. with Drilled Shaft Foundation, Type A - Without Breakaways	EA	2	\$8,559.00	\$17,118.00
68	68 Signal Cantilever Structure, Signal Mast Arm 35 FT. with Drilled Shaft Foundation, Type A - Without Breakaways	EA	1	\$8,924.00	\$8,924.00
69	69 Detector Housing, Remove	EA	11	\$250.00	\$2,750.00
70	70 Detector Housing	EA	16	\$750.00	\$12,000.00
71	71 Handhole, Remove	EA	1	\$500.00	\$500.00
72	72 Handhole	EA	6	\$775.00	\$4,650.00
73	73 Loop Detector Delay Amplifier, 2 Channel	EA	17	\$275.00	\$4,675.00
74	74 Miscellaneous Equipment for Traffic Signals	LS	1	\$1,800.00	\$1,800.00
75	75 3-Section Signal Head	EA	13	\$595.00	\$7,735.00
76	76 4-Section Signal Head	EA	1	\$725.00	\$725.00
77	77 5-Section Signal Head	EA	1	\$1,000.00	\$1,000.00
78	78 2" HDPE SCH 80 Conduit	LF	1919	\$8.00	\$15,352.00
79	79 Sawcut for Roadway Loop & Sealer	LF	2290	\$8.00	\$18,320.00
80	80 Cable, Roadway Loop, 1c/14	LF	6010	\$0.15	\$901.50
81	81 Cable, 2c/16	LF	3235	\$1.20	\$3,882.00
82	82 Cable, 3c/14	LF	3060	\$1.30	\$3,978.00
83	83 Cable, 5c/14	LF	8790	\$1.85	\$16,261.50
84	84 Cable, 7c/14	LF	1460	\$2.00	\$2,920.00
85	85 Cable, 9c/14	LF	915	\$2.50	\$2,287.50
86	86 Pedestrian Signal Head, Countdown, LED, 18"	EA	16	\$475.00	\$7,600.00
87	87 Pedestrian Signal Push Button, Polara 2 Wire, w/R10- 3e Sign	EA	16	\$1,050.00	\$16,800.00
88	88 Pedestrian Signal Pedestal and Type A Base, 10'	EA	12	\$1,275.00	\$15,300.00
89	89 Salvage & Transport Existing Signal Equipment	LS	1	\$1,500.00	\$1,500.00
90	90 Sign, Sheet, 0.080" Thick	SFT	149	\$9.00	\$1,341.00

91	91 Square Post, Type 1	LF	301	\$7.00	\$2,107.00
92	92 Line, Multi-Comp, Solid, White, 4"	LF	8960	\$0.30	\$2,688.00
93	93 Line, Multi-Comp, Solid, Yellow, 4"	LF	5752	\$0.30	\$1,725.60
94	94 Line, Multi-Comp, Broken, Yellow, 4"	LF	1190	\$0.40	\$476.00
95	95 Line, Multi-Comp, Dotted, White, 4"	LF	62	\$1.00	\$62.00
96	96 Line, Multi-Comp, Solid, Yellow, 8"	LF	341	\$0.50	\$170.50
97	97 Transverse Markings, Multi-Comp, Solid, Yellow, Crosshatch Line, 12"	LF	197	\$5.00	\$985.00
98	98 Transverse Markings, Multi-Comp, Stop Bar, 24"	LF	335	\$10.50	\$3,517.50
99	99 Transverse Markings, Multi-Comp, Solid, White, Cross Walk, 24"	LF	1616	\$9.50	\$15,352.00
100	100 Pavement Message Marking, Multi-Comp, Arrow	EA	29	\$125.00	\$3,625.00
101	101 Pavement Message Marking, Multi-Comp, Bicycle	EA	19	\$100.00	\$1,900.00
102	102 Pavement Message Marking, Multi-Comp, Word "ONLY"	EA	5	\$160.00	\$800.00
103	103 Mailbox Assembly, Reset, Single	EA	4	\$500.00	\$2,000.00
104	104 Mailbox/Paper box Assembly, Reset, Single	EA	1	\$500.00	\$500.00
105	105 Common Hackberry - 2.5" Cal B&B	EA	4	\$490.00	\$1,960.00
106	106 Maidenhair Tree - 2.5" Cal B&B	EA	5	\$560.00	\$2,800.00
107	107 Tulip Poplar - 2" Cal B&B	EA	5	\$410.00	\$2,050.00
108	108 American Hop Hornbeam - 2" Cal B&B	EA	13	\$445.00	\$5,785.00
109	109 Red Oak - 2.5" Cal B&B	EA	9	\$525.00	\$4,725.00
110	110 Princeton Elm - 2.5" Cal B&B	EA	2	\$490.00	\$980.00
111	111 Homestead Elm - 2.5" Cal B&B	EA	4	\$475.00	\$1,900.00
112	112 Pioneer Elm - 2.5" Cal B&B	EA	4	\$485.00	\$1,940.00
113	113 Green Vase Japanese Zelkova - 3" Cal B&B	EA	3	\$625.00	\$1,875.00
114	114 Temporary Pavement Markings	LF	32000	\$0.10	\$3,200.00
115	115 D-1 Contraction Joint	LF	2350	\$4.25	\$9,987.50
116	116 Retrofit Tie Bars	EA	3720	\$2.25	\$8,370.00
117	117 Detectable Warning Surfaces	EA	20	\$110.00	\$2,200.00
118	118 HMA For Approaches, Type B	TON	285	\$110.00	\$31,350.00
119	119 Line, Multi-Comp, Solid, White, 8"	LF	325	\$0.50	\$162.50
120	120 Line, Multi-Comp, Dotted, White, 8"	LF	300	\$1.50	\$450.00
121	121 Pavement Line Removal	LF	5000	\$1.50	\$7,500.00
122	122 No. 53 Aggregate for Subbase	TON	1740	\$40.00	\$69,600.00
Allowance					\$120,000.00
123	123 WORK ALLOWANCE	LSUM	1	\$120,000.00	\$120,000.00
Base Bid Total:					\$2,525,396.00

CITY OF FORT WAYNE, INDIANA

Brooks Construction Company Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☐

Name: _____ Name: _____

Address: _____ Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes _____ No x

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

Yes _____ No x

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No x

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ No x

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes x No _____

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

CFW Hobson Road

-
- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No x _____

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Brooks Construction Company Inc.

(Name of Vendor)

PO BOX 9560 Fort Wayne IN 46899

Address

() 260-478-1990

Telephone

srboardman@brooks1st.com

E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Andrew E. Brooks

Title President

Signature

Date 3/2/2020

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

COUNCIL DIGEST SHEET

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

Hobson Road Rehabilitation: Coliseum Blvd to Stellhorn Rd

RFPs & BIDS

Bid/RFP #	0415A
Awarded To	Brooks Construction
Amount	\$2,525,396.00
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	7
Number of Bidders	3
Required Attachments	Bid Tabulation, Signed Award, Proposed Contract, Common Council Supplemental, Vendor Disclosure

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	0415A
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	☒ Yes ☐ No <i>If no, explain below</i>
If not lowest, explain	N/A



FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Hobson Rd Rehabilitation: Coliseum Blvd to Stellhorn Rd

Action Requested:

Requesting an Ordinance approving the **Hobson Rd Rehabilitation: Coliseum Blvd to Stellhorn Rd** project pursuant to the Board of Public Works Resolution #0415A and an award to **Brooks Construction** in the amount of **\$2,525,396.00**.

Note: Brooks Construction was the lowest, most responsive bidder among 3 bidders.

Description and Scope of the Work:

The project consists of the maintenance of traffic, storm-sewer modifications, concrete removal, concrete rehabilitation & replacement, new curbing & approaches, erosion control, green infrastructure, signal improvements, pavement markings, signage, landscaping and tree planting, and other miscellaneous improvements.