

BILL NO. S-24-11-18

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving a CONSTRUCTION CONTRACT for the URBAN TRAIL STREETSCAPE PROJECT: HARRISON STREET BETWEEN MAIN AND WASHINGTON – RESOLUTION WORK ORDER #111-10-15-24-1 between the City of Fort Wayne Community Development Division and CROSBY EXCAVATING, INC.

WHEREAS, on May 23, 2023, the Fort Wayne Common Council unanimously approved R-23-05-04 allocating \$1,200,000 of ARPA funds for Urban Trails.

WHEREAS, the City of Fort Wayne Community Development Division (“Community Development”) desires to use a portion of the allocated ARPA funds to engage Crosby Excavating, Inc. (“Crosby”) for construction services for a segment of the Urban Trail extending along Harrison Street, from Main Street to Washington Boulevard.

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

SECTION 1. That the CONSTRUCTION CONTRACT for the URBAN TRAIL STREETSCAPE PROJECT: HARRISON STREET BETWEEN MAIN AND WASHINGTON – RESOLUTION WORK ORDER #111-10-15-24-1 between the City of Fort Wayne Community Development Division and CROSBY EXCAVATING, INC., by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

Improve the east sidewalk of Harrison Street from Washington Blvd. to Main St. by removing the existing concrete sidewalk and parking lane to construct a new section of Urban Trail. The trail will include updated ADA ramps, commercial drive approaches, brick pavers for the trail portion, new pedestrian lighting, and landscaping.

1 Involving a total cost of ONE MILLION TWO HUNDRED EIGHTY-THREE
2 THOUSAND EIGHTY-FOUR AND 25/100 DOLLARS – (\$1,283,084.25). A copy of
3 said Contract is no file with the Office of the City Clerk and made available for public
4 inspection, according to law.

5
6 **SECTION 2.** Funding for the Agreement shall be first drawn from ARPA funds
7 in the amount of EIGHT HUNDRED NINETY-FIVE THOUSAND FIFTY AND 00/100
8 DOLLARS – (\$895,050.00). Remaining funds in the amount of THREE HUNDRED
9 EIGHTY-EIGHT THOUSAND THIRTY-FOUR AND 25/100 DOLLARS – (\$388,
10 034.25) shall be drawn from Community Development LIT-ED budget.

11
12 **SECTION 3.** That this Ordinance shall be in full force and effect from and
13 after its passage and any and all necessary approval by the Mayor.

14
15 _____
16 Council Member

17 APPROVED AS TO FORM AND LEGALITY

18
19 _____
20 Malak Heiny, City Attorney
21
22
23
24
25
26
27
28
29
30

TOTAL: \$1,606,925.06			TOTAL: \$1,283,084.25			TOTAL: \$1,392,620.65		
			% over % under			0.00% over 20.15% under		
						0.00% over 13.34% under		
RES. NO. / W.O 111-10-15-24-1			BIDDER: Crosby Excavating			BIDDER: Malott Contracting		
Estimate			UNIT COST (\$)			AMOUNT (\$)		
PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	
1	LS	\$50,000.00	\$50,000.00	\$22,125.00	\$22,125.00	\$39,915.00	\$39,915.00	
2	LS	\$65,000.00	\$65,000.00	\$51,450.00	\$51,450.00	\$65,050.00	\$65,050.00	
3	LS	\$75,000.00	\$75,000.00	\$51,500.00	\$51,500.00	\$47,500.00	\$47,500.00	
4	EA	\$500.00	\$5,500.00	\$450.00	\$4,950.00	\$150.00	\$1,650.00	
5	EA	\$700.00	\$700.00	\$725.00	\$725.00	\$290.00	\$290.00	
6	SYS	\$20.00	\$42,800.00	\$15.00	\$31,725.00	\$17.95	\$37,964.25	
7	SYS	\$26.00	\$5,720.00	\$14.75	\$3,245.00	\$18.70	\$4,114.00	
8	SYS	\$20.00	\$25,100.00	\$14.90	\$18,899.50	\$18.40	\$23,092.00	
9	SYS	\$85.00	\$9,775.00	\$105.00	\$12,075.00	\$108.00	\$12,420.00	
10	EA	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$10,040.00	\$10,040.00	
11	EA	\$500.00	\$500.00	\$550.00	\$550.00	\$800.00	\$800.00	
12	LFT	\$62.00	\$1,612.00	\$28.00	\$728.00	\$93.50	\$2,431.00	
13	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$1,017.00	\$1,017.00	
14	EA	\$2,500.00	\$5,000.00	\$1,250.00	\$2,500.00	\$1,582.00	\$3,164.00	
15	EA	\$275.00	\$2,200.00	\$65.00	\$520.00	\$250.00	\$2,000.00	
16	EA	\$425.00	\$7,650.00	\$115.00	\$2,070.00	\$210.00	\$3,780.00	
17	EA	\$1,350.00	\$21,600.00	\$450.00	\$7,200.00	\$452.00	\$7,232.00	
18	EA	\$700.00	\$4,900.00	\$115.00	\$805.00	\$113.00	\$791.00	
19	EA	\$1,000.00	\$16,000.00	\$600.00	\$9,600.00	\$570.00	\$9,120.00	
20	EA	\$230.00	\$4,140.00	\$175.00	\$3,150.00	\$225.00	\$4,050.00	
21	EA	\$500.00	\$1,000.00	\$175.00	\$350.00	\$400.00	\$800.00	
22	CYS	\$95.00	\$14,250.00	\$53.00	\$7,950.00	\$85.00	\$12,750.00	
23	EA	\$135.00	\$2,835.00	\$85.00	\$1,785.00	\$120.00	\$2,520.00	
24	TON	\$40.00	\$49,200.00	\$26.00	\$31,980.00	\$40.00	\$49,200.00	
25	TON	\$255.00	\$23,460.00	\$155.00	\$14,260.00	\$225.00	\$20,700.00	
26	TON	\$225.00	\$41,400.00	\$100.00	\$18,400.00	\$180.00	\$33,120.00	
27	TON	\$140.00	\$39.06	\$1,600.00	\$446.40	\$4,600.00	\$1,283.40	

Bid Tabulation

Proj: Bid Date:		Hanson St Urban Trail - Washington to Main		RES. NO. / W.O 111-10-15-24-1					BIDDER:		BIDDER:		Malott Contracting	
				Estimate					Crosby Excavating		BIDDER:		BIDDER:	
LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1	1	CONSTRUCTION ENGINEERING	1	LS	\$50,000.00	\$50,000.00	\$22,125.00	\$22,125.00	\$39,915.00	\$39,915.00	\$39,915.00	\$39,915.00	\$39,915.00	\$39,915.00
2	2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$65,000.00	\$65,000.00	\$51,450.00	\$51,450.00	\$65,050.00	\$65,050.00	\$65,050.00	\$65,050.00	\$65,050.00	\$65,050.00
3	3	MAINTENANCE OF TRAFFIC	1	LS	\$75,000.00	\$75,000.00	\$51,500.00	\$51,500.00	\$47,500.00	\$47,500.00	\$47,500.00	\$47,500.00	\$47,500.00	\$47,500.00
4	4	TREE 6 IN., REMOVE (INCLUDES STUMP REMOVAL)	11	EA	\$500.00	\$5,500.00	\$450.00	\$4,950.00	\$150.00	\$150.00	\$150.00	\$1,650.00	\$1,650.00	\$1,650.00
5	5	TREE 10 IN., REMOVE (INCLUDES STUMP REMOVAL)	1	EA	\$700.00	\$700.00	\$725.00	\$725.00	\$290.00	\$290.00	\$290.00	\$290.00	\$290.00	\$290.00
6	6	ASPHALT PAVEMENT REMOVAL	2115	SYS	\$20.00	\$42,300.00	\$15.00	\$31,725.00	\$17.95	\$37,964.25	\$17.95	\$37,964.25	\$17.95	\$37,964.25
7	7	CONCRETE PAVEMENT REMOVAL	220	SYS	\$26.00	\$5,720.00	\$14.75	\$3,245.00	\$18.70	\$4,114.00	\$18.70	\$4,114.00	\$18.70	\$4,114.00
8	8	CONCRETE WALK REMOVAL	1255	SYS	\$20.00	\$25,100.00	\$14.90	\$18,899.50	\$18.40	\$23,092.00	\$18.40	\$23,092.00	\$18.40	\$23,092.00
9	9	BRICK BANDING, REMOVE AND REUSE	115	SYS	\$85.00	\$9,775.00	\$105.00	\$12,075.00	\$108.00	\$12,420.00	\$108.00	\$12,420.00	\$108.00	\$12,420.00
10	10	RELOCATE FIRE HYDRANT	1	EA	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$10,040.00	\$10,040.00	\$10,040.00	\$10,040.00	\$10,040.00	\$10,040.00
11	11	RELOCATE BIKE RACK	1	EA	\$500.00	\$500.00	\$550.00	\$550.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
12	12	PIPE, REMOVE	26	LFT	\$62.00	\$1,612.00	\$28.00	\$728.00	\$93.50	\$2,431.00	\$93.50	\$2,431.00	\$93.50	\$2,431.00
13	13	STORM STRUCTURE, REMOVE	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$1,017.00	\$1,017.00	\$1,017.00	\$1,017.00	\$1,017.00	\$1,017.00
14	14	ADJUST HYDRANT TO GRADE	2	EA	\$2,500.00	\$5,000.00	\$1,250.00	\$2,500.00	\$1,582.00	\$3,164.00	\$1,582.00	\$3,164.00	\$1,582.00	\$3,164.00
15	15	ADJUST VALVE BOX TO GRADE	8	EA	\$275.00	\$2,200.00	\$65.00	\$520.00	\$250.00	\$2,000.00	\$250.00	\$2,000.00	\$250.00	\$2,000.00
16	16	ADJUST CASTING TO GRADE	18	EA	\$425.00	\$7,650.00	\$115.00	\$2,070.00	\$210.00	\$3,780.00	\$210.00	\$3,780.00	\$210.00	\$3,780.00
17	17	LIGHT FIXTURE, CONDUCTOR AND POLE, REMOVE & SALVAGE TO CITY	16	EA	\$1,350.00	\$21,600.00	\$450.00	\$7,200.00	\$452.00	\$7,232.00	\$452.00	\$7,232.00	\$452.00	\$7,232.00
18	18	LIGHT FIXTURE AND CONDUCTOR, REMOVE & SALVAGE TO CITY	7	EA	\$700.00	\$4,900.00	\$115.00	\$805.00	\$113.00	\$791.00	\$113.00	\$791.00	\$113.00	\$791.00
19	19	FOUNDATION, STREET LIGHT, REMOVE	16	EA	\$1,000.00	\$16,000.00	\$600.00	\$9,600.00	\$570.00	\$9,120.00	\$570.00	\$9,120.00	\$570.00	\$9,120.00
20	20	TREE GRATE, REMOVE	18	EA	\$230.00	\$4,140.00	\$175.00	\$3,150.00	\$225.00	\$4,050.00	\$225.00	\$4,050.00	\$225.00	\$4,050.00
21	21	REMOVE AND REPLACE CURB BOX	2	EA	\$500.00	\$1,000.00	\$175.00	\$350.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
22	22	EXCAVATION, COMMON	150	CYS	\$95.00	\$14,250.00	\$53.00	\$7,950.00	\$85.00	\$12,750.00	\$85.00	\$12,750.00	\$85.00	\$12,750.00
23	23	TEMPORARY INLET PROTECTION	21	EA	\$135.00	\$2,835.00	\$85.00	\$1,785.00	\$120.00	\$2,520.00	\$120.00	\$2,520.00	\$120.00	\$2,520.00
24	24	COMPACTED AGGREGATE No. 53	1230	TON	\$40.00	\$49,200.00	\$26.00	\$31,980.00	\$40.00	\$49,200.00	\$40.00	\$49,200.00	\$40.00	\$49,200.00
25	25	HMA, B. 64, SURFACE, 9.5mm	92	TON	\$255.00	\$23,460.00	\$155.00	\$14,260.00	\$225.00	\$20,700.00	\$225.00	\$20,700.00	\$225.00	\$20,700.00
26	26	HMA, B. 64, INTERMEDIATE, 19.0mm	184	TON	\$225.00	\$41,400.00	\$100.00	\$18,400.00	\$180.00	\$33,120.00	\$180.00	\$33,120.00	\$180.00	\$33,120.00
27	27	ASPHALT EMULSION FOR TACK COAT (AE-T)	0.279	TON	\$140.00	\$39.06	\$1,600.00	\$446.40	\$4,600.00	\$1,283.40	\$4,600.00	\$1,283.40	\$4,600.00	\$1,283.40

28	28	BRICK PAVERS, TYPE "I" (INCLUDES 6" PCCP BASE BELOW PAVERS AND CURBFACED WALK)	3065	SFT	\$40.00	\$122,600.00	\$26.50	\$81,222.50	\$38.00	\$116,470.00
29	29	PAVERS, TYPE "II": URBAN TRAIL PAVES (INCLUDES 6" PCCP BASE BELOW PAVERS)	7085	SFT	\$45.00	\$318,825.00	\$38.00	\$269,230.00	\$38.00	\$269,230.00
30	30	PAVERS, TYPE "III": TRANSITION AREA PAVES (INCLUDES 6" PCCP BASE BELOW PAVERS)	2155	SFT	\$45.00	\$96,975.00	\$59.00	\$127,145.00	\$39.00	\$84,045.00
31	31	DETECTABLE WARNING BRICK FOR PAVES, TYPE "I" AREA (INCLUDES 6" PCCP BASE BELOW PAVERS)	150	SFT	\$110.00	\$16,500.00	\$57.00	\$8,550.00	\$70.00	\$10,500.00
32	32	SIDEWALK, CONCRETE, 4 IN.	590	SYS	\$100.00	\$59,000.00	\$75.00	\$44,250.00	\$100.00	\$59,000.00
33	33	CURB RAMP, CONCRETE (ALL TYPES)	130	SYS	\$130.00	\$16,900.00	\$102.00	\$13,260.00	\$130.00	\$16,900.00
34	34	CURBFACE SIDEWALK, CONCRETE, 4 IN.	1	SYS	\$110.00	\$110.00	\$600.00	\$600.00	\$150.00	\$150.00
35	35	COMMERCIAL DRIVE/ALLEY PCCP 8 IN.	107	SYS	\$100.00	\$10,700.00	\$103.00	\$11,021.00	\$90.00	\$9,630.00
36	36	CONCRETE MEDIAN	5	SYS	\$110.00	\$550.00	\$165.00	\$825.00	\$150.00	\$750.00
37	37	PCCP 7 IN.	100	SYS	\$95.00	\$9,500.00	\$100.00	\$10,000.00	\$76.00	\$7,600.00
38	38	BROWN TOP SOIL	150	CYS	\$90.00	\$13,500.00	\$70.00	\$10,500.00	\$79.00	\$11,850.00
39	39	PIPE - 12" RCP	80	LFT	\$115.00	\$9,200.00	\$89.00	\$7,120.00	\$96.00	\$7,680.00
40	40	REPLACE CASTING WITH TYPE "A"	3	EA	\$1,000.00	\$3,000.00	\$725.00	\$2,175.00	\$792.00	\$2,376.00
41	41	INLET - PRECAST 30" ROUND INLET (INCLUDES CASTING)	7	EA	\$3,300.00	\$23,100.00	\$2,245.00	\$15,715.00	\$2,640.00	\$18,480.00
42	42	STORM CLEANOUT (INCLUDES CASTING)	13	EA	\$700.00	\$9,100.00	\$325.00	\$4,225.00	\$450.00	\$5,850.00
43	43	CATCH BASIN - 33" RCP TO PVC CONNECTION (INCLUDES CASTING)	1	EA	\$3,500.00	\$3,500.00	\$4,525.00	\$4,525.00	\$3,400.00	\$3,400.00
44	44	STRUCTURE BACKFILL, TYPE 1	10	CYS	\$50.00	\$500.00	\$48.00	\$480.00	\$60.00	\$600.00
45	45	3/C #6, XHHW-2, TRAY CABLE, IN 1.5" HDPE CONDUIT	1300	LFT	\$23.00	\$29,900.00	\$19.00	\$24,700.00	\$18.00	\$23,400.00
46	46	NEW LIGHT FIXTURE, POLE (WITH GFI) AND HEAD ASSEMBLY	17	EA	\$5,820.00	\$98,940.00	\$7,000.00	\$119,000.00	\$8,800.00	\$115,600.00
47	47	NEW LIGHT FIXTURE ON EXISTING POLE	7	EA	\$2,250.00	\$15,750.00	\$2,425.00	\$16,975.00	\$2,270.00	\$15,890.00
48	48	LIGHTING FOUNDATION, CONCRETE, WITH GROUND, 24 IN. DIA. x 60 IN.	17	EA	\$2,000.00	\$34,000.00	\$1,925.00	\$32,725.00	\$1,870.00	\$31,790.00
49	49	TRANSVERSE MARKING, EPOXY PAINT, STOP LINE, WHITE, 24 IN.	31	LFT	\$30.00	\$930.00	\$2.50	\$77.50	\$27.00	\$837.00
50	50	TRANSVERSE MARKING, EPOXY PAINT, DOUBLE, SOLID, YELLOW, 4 IN.	160	LFT	\$25.00	\$4,000.00	\$2.50	\$400.00	\$9.00	\$1,440.00
51	51	TRANSVERSE MARKING, EPOXY PAINT, CROSSWALK LINE, WHITE, 4 IN.	515	LFT	\$60.00	\$30,900.00	\$2.50	\$1,287.50	\$23.00	\$11,845.00
52	52	PLANT, PERENNIAL	668	EA	\$33.00	\$22,044.00	\$29.00	\$19,372.00	\$27.50	\$18,370.00
53	53	PLANT, BULBS	1521	EA	\$10.00	\$15,210.00	\$6.60	\$10,038.60	\$6.00	\$9,126.00
54	54	PLANT, SHRUB	43	EA	\$100.00	\$4,300.00	\$100.00	\$4,300.00	\$94.00	\$4,042.00
55	55	PLANT, TREE	3	EA	\$1,000.00	\$3,000.00	\$700.00	\$2,100.00	\$650.00	\$1,950.00
56	56	HARDWOOD MULCH	30	CYS	\$140.00	\$4,200.00	\$110.00	\$3,300.00	\$108.00	\$3,240.00
57	57	HANDHOLE, SIGNAL, TYPE II	5	EA	\$1,710.00	\$8,550.00	\$2,200.00	\$11,000.00	\$2,090.00	\$10,450.00
58	58	CONDUIT, STEEL, GALVANIZED, 2 IN. (WITH TRACER WIRE)	160	LFT	\$40.25	\$6,440.00	\$35.00	\$5,600.00	\$34.00	\$5,440.00
59	59	CONDUIT, HDPE DR11, 2 IN., DIR. DRILL (WITH TRACER WIRE)	180	LFT	\$28.50	\$5,130.00	\$35.00	\$6,300.00	\$34.00	\$6,120.00
60	60	SIGNAL POLE FOUNDATION	9	EA	\$1,380.00	\$12,420.00	\$1,400.00	\$12,600.00	\$1,360.00	\$12,240.00

61	61	SIGNAL POLE, PEDESTAL, 4FT	6	EA	\$1,500.00	\$9,000.00	\$1,100.00	\$6,600.00	\$1,020.00	\$6,120.00
62	62	SIGNAL POLE, PEDESTAL, 10FT	3	EA	\$1,700.00	\$5,100.00	\$1,425.00	\$4,275.00	\$1,360.00	\$4,080.00
63	63	ELECTRICAL QUAZITE HANDHOLE	3	EA	\$1,500.00	\$4,500.00	\$1,825.00	\$5,475.00	\$1,700.00	\$5,100.00
64	64	SIGN, MUTCD R6-2	3	EA	\$150.00	\$450.00	\$180.00	\$540.00	\$170.00	\$510.00
65	65	STEEL SIGN POST	1	EA	\$100.00	\$100.00	\$550.00	\$550.00	\$508.00	\$508.00
66	66	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE & FILTER SOCK FOR UNDERDRAIN	915	LFT	\$28.00	\$25,620.00	\$10.75	\$9,836.25	\$9.20	\$8,418.00
67	67	Work Allowance	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00



Notice of Award

Project: Harrison St. Urban Trail – Main St to Washington Blvd

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #111-10-15-24-1

Bidder: Crosby Excavating, Inc

Bidder's Address: 1030 Osage St

Fort Wayne, IN 46808

You are notified that your Bid dated 10/31/2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Harrison St. Urban Trail – Main St to Washington Blvd

Improve the east sidewalk of Harrison Street from Washington Blvd. to Main St. by removing the existing concrete sidewalk and parking lane to construct a new section of Urban Trail. The trail will include updated ADA ramps, commercial drive approaches, brick pavers for the trail portion, new pedestrian lighting, and landscaping. This project will be paid for using ARPA funds.

The Contract Price of your Contract is \$1,283,084.25 .

1 copy of the proposed Construction Contract (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the following documents:
 - a. Performance Bond
 - b. Payment Bond
 - c. Certificate of Insurance
 - d. Executed E-Verify Affidavit.
 - e. Executed Drug Policy Acknowledgement Form.
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document to City of Fort Wayne Vendor Compliance, Jessica.Bucher@cityoffortwayne.org.



Notice of Award

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Contractor will be allowed an additional 11 calendar days to submit Bonds.

Within thirty days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

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

Shan Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Date: _____

cc: Project Manager

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

Resolution/Work Order #111-10-15-24-1

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: **Improve the east sidewalk of Harrison Street from Washington Blvd. to Main St. by removing the existing concrete sidewalk and parking lane to construct a new section of Urban Trail. The trail will include updated ADA ramps, commercial drive approaches, brick pavers for the trail portion, new pedestrian lighting, and landscaping. This project will be paid for using ARPA funds.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Harrison St. Urban Trail: Main St to Washington Blvd**

ARTICLE 3—ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by **ENGINEERING RESOURCES INC.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **10/01/2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **10/31/2025**.

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 **\$1,283,084.25.**

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 **33** sheets with each sheet bearing the following general title: **Urban Trail Streetscape**
7. Addenda (numbers [**1**] to [**3**], inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Drug Policy Acknowledgement Form (Project Bids under \$150,000.00) or Written copy of Contractors Drug Policy (Project Bids over \$150,000.00)
 - b. E-Verify Affidavit
 - c. Escrow account agreement
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions

9.02 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Emerging Business Enterprise (EBE) Participation

EBE Retainage Requirements – If the Contractor is in compliance with the provisions of the construction Contract the Owner will make payments for such work performed and completed. Pursuant to Executive Order 90-01 (amended 5-8-06); the Owner will retain five percent (5%) of the Contract Price to ensure compliance with the EBE participation requirements. Upon final inspection and acceptance of the Work, and determination by the Fort Wayne Board of Public Works that the Contractor has made a good faith effort to subcontract ten percent (10%) of the Contract Price to emerging business enterprises, the Contractor will be paid in full.

In the event there is a determination that good faith compliance with these EBE participation requirements has not occurred, appropriate reduction in the final payment pursuant to paragraph 9.03.E will be made.

If the Contract Price is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the Contractor are not to exceed 95% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the 10% EBE goal stipulated in here within. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and good faith efforts to comply with these EBE participation requirements; subject to reduction in the event of non-compliance as provided in paragraph 9.03.E.

- A. Request for Waiver – If, at the time final payment application is made, Contractor has not attained the ten percent (10%) EBE goal, Contractor shall file with the final payment application a “Request for Waiver.” Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the ten percent (10%) EBE goal.
- B. Determination of Waiver Requests – The Vendor Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor’s efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
- C. Good Faith Efforts. – In determining whether or not the Contractor used “good faith” efforts, the following shall be considered:

1. Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;
 2. Availability of certified EBE businesses to participate as subcontractors;
 3. Non-competitive price quotes received from EBE firms. The Board of Public Works' determination for granting a reduction or waiver of the goal because of higher quotes from EBE firms will be based on factors that include, but are not limited to the following:
 - a. The Engineer's estimate for the work under a specific contract;
 - b. The Contractor's own estimate for the work under the subcontract;
 - c. An average of the valid prices quoted for the subcontract;
 - d. Demonstrated increase in other contract costs as a result of sub-contracting to EBE firm(s).
 4. Documented measures taken by the Contractor to comply with the EBE participation goal;
 5. EBE subcontractor failed to fulfill their obligation in regard to the time delivery of goods and/or services. Also in regards to the quality of the goods and/or services set forth in the bid specifications.
 6. Such other matters as the Board of Public Works deems relevant.
- D. Consequences of Noncompliance – In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the Contract Price shall be reduced by the amount calculated as the difference between the EBE participation goal of 10% and the actual participation level met by the Contractor, but in no case shall it be reduced by more than 5%. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his/her Contract.
- E. Waiver Approved – In the event the Board of Public Works determines that a good faith effort to comply with these EBE participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this ____ day of _____, 20__, personally appeared the within named _____ who being by me first duly sworn upon his oath says that he is the _____ of _____ and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of _____ for the uses and purposes therein set forth.

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

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County.

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this ____ day of _____, 20__, personally appeared the within named Sharon Tucker, Shan Gunawardena, Kumar Menon, Chris Guerrero, and Michelle Fulk-Vondran, by me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

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

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number **111-10-15-24-1**).

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

CONTRACTOR

OWNER

Crosby Excavating, Inc

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)

Harrison St. Urban Trail - Main to Washington (#9361500)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

10/31/2024 02:00 PM EDT

				Crosby Excavating			
Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
Harrison Street Urban Trail - Washington to Main							\$1,208,084.25
	1	1	CONSTRUCTION ENGINEERING	LS	1	\$22,125.00	\$22,125.00
	2	2	MOBILIZATION AND DEMOBILIZATION	LS	1	\$51,450.00	\$51,450.00
	3	3	MAINTENANCE OF TRAFFIC	LS	1	\$51,500.00	\$51,500.00
	4	4	TREE 6 IN., REMOVE (INCLUDES STUMP REMOVAL)	EA	11	\$450.00	\$4,950.00
	5	5	TREE 10 IN., REMOVE (INCLUDES STUMP REMOVAL)	EA	1	\$725.00	\$725.00
	6	6	ASPHALT PAVEMENT REMOVAL	SYS	2115	\$15.00	\$31,725.00
	7	7	CONCRETE PAVEMENT REMOVAL	SYS	220	\$14.75	\$3,245.00
	8	8	CONCRETE WALK REMOVAL	SYS	1255	\$14.90	\$18,699.50
	9	9	BRICK BANDING, REMOVE AND REUSE	SYS	115	\$105.00	\$12,075.00
	10	10	RELOCATE FIRE HYDRANT	EA	1	\$900.00	\$900.00
	11	11	RELOCATE BIKE RACK	EA	1	\$550.00	\$550.00
	12	12	PIPE, REMOVE	LFT	26	\$28.00	\$728.00
	13	13	STORM STRUCTURE, REMOVE	EA	1	\$500.00	\$500.00
	14	14	ADJUST HYDRANT TO GRADE	EA	2	\$1,250.00	\$2,500.00
	15	15	ADJUST VALVE BOX TO GRADE	EA	8	\$65.00	\$520.00
	16	16	ADJUST CASTING TO GRADE	EA	18	\$115.00	\$2,070.00
	17	17	LIGHT FIXTURE, CONDUCTOR AND POLE, REMOVE & SALVAGE TO CITY	EA	16	\$450.00	\$7,200.00
	18	18	LIGHT FIXTURE AND CONDUCTOR, REMOVE & SALVAGE TO CITY	EA	7	\$115.00	\$805.00
	19	19	FOUNDATION, STREET LIGHT, REMOVE	EA	16	\$600.00	\$9,600.00
	20	20	TREE GRATE, REMOVE	EA	18	\$175.00	\$3,150.00
	21	21	REMOVE AND REPLACE CURB BOX	EA	2	\$175.00	\$350.00
	22	22	EXCAVATION, COMMON	CYS	150	\$53.00	\$7,950.00
	23	23	TEMPORARY INLET PROTECTION	EA	21	\$85.00	\$1,785.00
	24	24	COMPACTED AGGREGATE No. 53	TON	1230	\$26.00	\$31,980.00
	25	25	HMA, 8, 64, SURFACE, 9.5mm	TON	92	\$155.00	\$14,260.00
	26	26	HMA, 8, 64, INTERMEDIATE, 19.0mm	TON	184	\$100.00	\$18,400.00
	27	27	ASPHALT EMULSION FOR TACK COAT (AE-T)	TON	0.279	\$1,600.00	\$446.40
	28	28	BRICK PAVERS, TYPE "I" (INCLUDES 6" PCCP BASE BELOW PAVERS AND CURBFACED WALK)	SFT	3065	\$26.50	\$81,222.50
	29	29	PAVERS, TYPE "II": URBAN TRAIL PAVEMENT (INCLUDES 6" PCCP BASE BELOW PAVERS)	SFT	7085	\$38.00	\$269,230.00
	30	30	PAVERS, TYPE "III": TRANSITION AREA PAVEMENT (INCLUDES 6" PCCP BASE BELOW PAVERS)	SFT	2155	\$59.00	\$127,145.00
	31	31	DETECTABLE WARNING BRICK FOR PAVEMENT, TYPE "I" AREA (INCLUDES 6" PCCP BASE BELOW PAVERS)	SFT	150	\$57.00	\$8,550.00
	32	32	SIDEWALK, CONCRETE, 4 IN.	SYS	590	\$75.00	\$44,250.00
	33	33	CURB RAMP, CONCRETE (ALL TYPES)	SYS	130	\$102.00	\$13,260.00
	34	34	CURBFACE SIDEWALK, CONCRETE, 4 IN.	SYS	1	\$600.00	\$600.00
	35	35	COMMERCIAL DRIVE/ALLEY PCCP 8 IN.	SYS	107	\$103.00	\$11,021.00
	36	36	CONCRETE MEDIAN	SYS	5	\$165.00	\$825.00
	37	37	PCCP 7 IN.	SYS	100	\$100.00	\$10,000.00
	38	38	BROWN TOP SOIL	CYS	150	\$70.00	\$10,500.00
	39	39	PIPE - 12" RCP	LFT	80	\$89.00	\$7,120.00
	40	40	REPLACE CASTING WITH TYPE "A"	EA	3	\$725.00	\$2,175.00
	41	41	INLET - PRECAST 30" ROUND INLET (INCLUDES CASTING)	EA	7	\$2,245.00	\$15,715.00
	42	42	STORM CLEANOUT (INCLUDES CASTING)	EA	13	\$325.00	\$4,225.00
	43	43	CATCH BASIN - 33" RCP TO PVC CONNECTION (INCLUDES CASTING)	EA	1	\$4,525.00	\$4,525.00
	44	44	STRUCTURE BACKFILL, TYPE 1	CYS	10	\$48.00	\$480.00
	45	45	3/C #6, XHHW-2, TRAY CABLE, IN 1.57 HDPE CONDUIT	LFT	1300	\$19.00	\$24,700.00
	46	46	NEW LIGHT FIXTURE, POLE (WITH GF) AND HEAD ASSEMBLY	EA	17	\$7,000.00	\$119,000.00
	47	47	NEW LIGHT FIXTURE ON EXISTING POLE	EA	7	\$2,425.00	\$16,975.00
	48	48	LIGHTING FOUNDATION, CONCRETE, WITH GROUND, 24 IN. DIA. x 60 IN.	EA	17	\$1,925.00	\$32,725.00
	49	49	TRANSVERSE MARKING, EPOXY PAINT, STOP LINE, WHITE, 24 IN.	LFT	31	\$2.50	\$77.50
	50	50	TRANSVERSE MARKING, EPOXY PAINT, DOUBLE, SOLID, YELLOW, 4 IN.	LFT	160	\$2.50	\$400.00
	51	51	TRANSVERSE MARKING, EPOXY PAINT, CROSSWALK LINE, WHITE, 4 IN.	LFT	515	\$2.50	\$1,287.50
	52	52	PLANT, PERENNIAL	EA	668	\$29.00	\$19,372.00
	53	53	PLANT, BULBS	EA	1521	\$6.60	\$10,038.60
	54	54	PLANT, SHRUB	EA	43	\$100.00	\$4,300.00
	55	55	PLANT, TREE	EA	3	\$700.00	\$2,100.00
	56	56	HARDWOOD MULCH	CYS	30	\$110.00	\$3,300.00
	57	57	HANDHOLE, SIGNAL, TYPE II	EA	5	\$2,200.00	\$11,000.00
	58	58	CONDUIT, STEEL, GALVANIZED, 2 IN. (WITH TRACER WIRE)	LFT	160	\$35.00	\$5,600.00
	59	59	CONDUIT, HDPE DR11, 2 IN., DIR. DRILL (WITH TRACER WIRE)	LFT	180	\$35.00	\$6,300.00
	60	60	SIGNAL POLE FOUNDATION	EA	9	\$1,400.00	\$12,600.00
	61	61	SIGNAL POLE, PEDESTAL, 4FT	EA	6	\$1,100.00	\$6,600.00
	62	62	SIGNAL POLE, PEDESTAL, 10FT	EA	3	\$1,425.00	\$4,275.00
	63	63	ELECTRICAL QUARTZITE HANDHOLE	EA	3	\$1,825.00	\$5,475.00
	64	64	SIGN, MUTCD R6-2	EA	3	\$180.00	\$540.00
	65	65	STEEL SIGN POST	EA	1	\$550.00	\$550.00
	66	66	PIPE, TYPE 4, CIRCULAR, 6 IN. W/AGGREGATE & FILTER SOCK FOR UNDERDRAIN	LFT	915	\$10.75	\$9,836.25
Allowance							\$75,000.00
	67	67	Work Allowance	LS	1	\$75,000.00	\$75,000.00
Base Bid Total:							\$1,283,084.25

Drug Policy Acknowledgement Form

Contractor acknowledges the City of Fort Wayne has in place a Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.cityoffortwayne.org/purchasing-home.html>. As a condition of being awarded any contract, the successful bidder shall sign this Drug Policy Acknowledgement and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the City of Fort Wayne.

The undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of Fort Wayne's Alcohol and Drug Policy.

Name of Company

By: _____
Name and Title

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Name of Company

By: _____

Title

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and seal this _____ day of _____, 20_____.

My Commission Expires: _____

Signature of Notary Public

Resident of _____ County

Printed Name

DIGEST SHEET

TITLE OF RESOLUTION. An Ordinance approving a Construction Contract for the Urban Trail Streetscape Project: Harrison Street between Main and Washington – Resolution Work Order #111-10-15-24-1 Between the City of Fort Wayne Community Development Division and Crosby Excavating, Inc.

DEPARTMENT REQUESTING RESOLUTION. Community Development

SYNOPSIS OF RESOLUTION. This Ordinance encumbers a portion of the ARPA funds that were previously allocated to the Urban Trail in May 2023. Specifically, it approves a Construction Contract with Crosby Excavating, Inc. for construction services for a specific segment of the Urban Trail. This segment will extend along Harrison Street from Main Street to Washington Blvd. The Urban Trail already extends along Harrison Street from the St. Mary's River to Main Street. This section would pick up where the last segment ends, and complete the Harrison Street portion of the Trail, linking Riverfront with the Grand Wayne Center.

EFFECT OF PASSAGE. If passed, the Community Development department would be authorized to enter into the Construction Contract with Crosby Excavating, Inc.

The development of the Urban Trail will significantly enhance pedestrian and bicycle safety in downtown Fort Wayne by creating a grade-separated pathway. This project is expected to greatly benefit residents in nearby neighborhoods. Additionally, proximity to a feature like the Urban Trail has been shown to attract new businesses and investments, as well as increase property values and leasing rates in the surrounding area. The Trail will also serve as a universal form of wayfinding, helping to guide visitors and tourists through downtown Fort Wayne. Construction will start in early summer 2025 and will be completed by October 31, 2025.

EFFECT OF NON-PASSAGE. Pursuant to federal guidelines, ARPA funds must be encumbered by the end of 2024, so it is important to use these funds before using other potential sources. Failure to pass this ordinance could result in a forfeiture of these funds. In addition, failure to pass this ordinance would delay implementation of this project, and almost certainly result in a higher future cost.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). \$895,050.00 of ARPA funds will be allocated for this project, with the rest of the funding in the amount of \$388,034.25 to be funded from Community Development's LIT-ED (CEDIT) budget.

ASSIGNED TO COMMITTEE (PRESIDENT). _____



COMMUNITY DEVELOPMENT REDEVELOPMENT

Sharon Tucker, Mayor

City of Fort Wayne
Community Development
200 E Berry Street, Suite 320
Fort Wayne, IN 46802
260-427-2150 fwcommunitydevelopment.org

MEMO

To: City of Fort Wayne Common Council

Copy: City of Fort Wayne Community Development Division

From: Joe Giant, Community Development Administrator, 427-2144

Subject: Approving a construction contract with Crosby Excavating, Inc. for the Urban Trail Streetscape Project along Harrison Street, from Main Street to Washington Blvd

Date: November 5, 2024

Community Development hereby requests Common Council approval for a Construction Contract between Community Development and Crosby Excavating, Inc. for construction of the Urban Trail along Harrison Street, from Main Street to Washington Boulevard.

The Urban Trail is a multi-use pathway situated between the sidewalk and street. It is comprised of decorative pavers and bordered by landscaping and other amenities such as public art, seating, decorative lighting, and bike facilities. The entire Urban Trail will span 34 blocks and will primarily extend along Superior Street and Harrison Street, connecting key downtown locations such as Promenade Park, Parkview Field, the Arts Campus, and the Rivergreenway. It is being constructed in segments as funding becomes available and as projects adjacent to the Trail are undertaken. The Urban Trail has already been constructed along Harrison Street between the St Marys River and Main Street. This section would extend the Trail along Harrison Street to the Grand Wayne Center.

The project was publicly bid, and Crosby Excavating won the respective bid. Crosby has constructed previous sections of the Urban Trail, so not only do they have direct experience with this type of project, but they were also able to submit a lower bid due to their familiarity with the scope of the project.

Please find attached the Construction Contract and a Digest Sheet summarizing the request.

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

Joe Giant
Community Development Administrator
O: 260.427.2144
Joe.Giant@cityoffortwayne.org

