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ANORDINANCE approving CONSTRUCTION CONTRACT - HARVESTER COMMUNITY PH III STREET RECONSTRUCTION **ASPHALT** RESOLUTION/WO #0735A – (\$2,398,913.65) between CROSBY EXCAVATING INC and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the CONSTRUCTION CONTRACT -HARVESTER COMMUNITY PH III ASPHALT STREET RECONSTRUCTION -RESOLUTION/WO #0735A - between CROSBY EXCAVATING 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 to RECONSTRUCT EDSALL AVENUE FROM PONTIAC STREET TO REYNOLDS STREET. THIS PROJECT WILL INVOLVE REMOVING THE EXISTING STREET AND RECONSTRUCTING THIS ENTIRE STRETCH OF EDSALL AVENUE IN ASPHALT WITH CURB AND GUTTER ON BOTH SIDES. THIS PROJECT WILL ALSO INVOLVE SIDEWALK REPAIRS AND NEW SIDEWALK WHERE THERE IS NONE. ADA COMPLIANT CURB RAMPS WILL BE CONSTRUCTED. AND NEW STORM INFRASTRUCTURE WILL INSTALLED INCLUDING SUBSURFACE DRAINAGE UNDERNEATH THE CURB LINE. EXISTING STREET LIGHTS WILL BE REPLACED WITH NEWER STREET LIGHTS;

involving a total cost of TWO MILLION THREE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED THIRTEEN AND 65/100 DOLLARS -(\$2,398,913.65). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

1	SECTION 2. That this Ordinance shall be in full force and effect from
2	and after its passage and any and all necessary approval by the Mayor.
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6	Council Member
7	ADDDOVED AC TO FORM AND LEGALITY
8	APPROVED AS TO FORM AND LEGALITY
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10	Malak Heiny, City Attorney
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				'	TOTAL:	\$2,844,988,00	TOTAL	\$7,398,913.65	total.	\$2,470,255,80	TOTAL	\$2,496,300,00	TOTAL	\$2,568,510,00	TOTAL	\$2,826,638,00
	1					8 8	% over % under	0.00% % over 15.68% % under	% over % under	0,09% % over 13,17% % under	% over % under	0.00% % over 12,26% % under	% over % under	0.00% % over 9.72% % under	£ over 6 under	2,95%
	aponiati	Esta 1 abutation   Harvester Community Ph III Asstrati Street Reconstruction   Proj.		RES, NO, / W.C.C	.0735A	***************************************	BIDDER:	Crosby Excavating	BIDDER:	Milestone Contract	BIDDER: A	API Construction	BIODER: H	Hipskind Concrete	BIDDER: BA	Brooks Constructs
E C	TEM	11/14/224 ITEM	PLAN	UNIT	UNIT COST Ent (\$)	AMOUNT Ent (S)	UNIT COST	AMOUNT (\$)	UNIT COST	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (3)
_	105-	CONSTRUCTION ENSINEERING	-	ST	\$115,000,00	\$115,000,00	\$47,050,00	\$47,050,00	\$25,000,00	\$25,000,00	\$45,000,00	\$45,000,00	\$50,000,00	\$50,000,00	\$50,000,00	\$50,000,00
-2	107-	107- INSPECTION HOLE, DEEPER THAN 3 FT (LOCATING UTILITY, 98358 AUTHORIZED BY PM)	10	EACH	\$825,00	\$6,250.00	\$500,00	\$5,000.00	\$750.00	\$7,500,00	\$400.00	\$4,000,00	\$500.00	\$5,000,00	\$1,000.00	\$10,000,00
	110-	MOBILIZATION AND DEMOBILIZATION	-	ន្ទ	\$115,000,00	\$115,000.00	\$118,350,00	\$118,350,00	\$123,512,70	\$123,512,70	\$110,000,00	\$110,000,00	\$90,000,00	\$90,000,00	\$145,000,00	\$145,000,00
4	201-	201- 02755 TREE 18, REMOVE	2	EACH	\$1,500,00	\$3,000.00	\$1,000,00	\$2,000,00	\$800,00	\$1,600,00	00,008t	\$1,600.00	\$3,000,00	\$6,000,00	\$800,00	\$1,600.00
'n	201-	TREE 30 IN, REMOVE		EACH	\$2,000,00	\$2,000,00	\$4,500,00	\$4,500.00	\$3,800,00	\$3,800,00	\$3,800,00	\$3,800,00	\$4,500,00	\$4,500,00	\$3,800,00	\$3,800,00
ø	202-	202- RELOCATE (SIGN, INCLUDES V-LOK IN CONGRETE WHEN D8542 INCCESSARY) (UNDISTRIBUTEO)	10	EACH	\$750,00	\$7,500.00	\$350.00	\$3,500.00	\$250,00	\$2,500,00	\$250,00	\$2,500,00	\$1,500,00	\$15,000,00	\$250,00	\$2,500.00
7	202- 81385	INLET, REMOVE	5	ЕАСН	\$1,000,00	\$5,000,00	\$350,00	\$1,750.00	\$862,75	\$4,813.75	\$550,00	\$2,750.00	\$1,200,00	\$6,000.00	\$250,00	\$1,250,00
8	83047	222- 83047 MANHOLE, REMOVE (UNDISTRIBUTED)	-	EACH	\$2,500,00	\$2,500,00	\$450.00	\$450.00	\$1,183,17	\$1,193,17	\$1,100,00	\$1,100.00	\$3,000,00	\$3,000,00	\$400,00	\$400,00
ø.	202- 83615	2022- 20815 CONCRETE, REMOVE	3000	SAS	\$20.00	\$60,000,00	\$12.50	\$37,500.00	\$19.65	\$58,850,00	\$18.00	\$54,000,00	\$15,00	\$45,000,00	\$7.00	\$21,000,00
ç	96133 203-	20132 PIPE, REMOVE 20133 PIPE, REMOVE 2013 FEXANATION COMMONIVES DISCUSS REMOVAL OF ASPHALT	06	Ħ	\$14,50	\$1,305,00	\$25,00	\$2,250,00	\$53.83	\$4,844,70	\$29.00	\$2,610,00	\$30.00	\$2,700.00	\$10.00	00'006\$
=	203	PAVEMENT APPROACHES AND SAW CUTTING)	3175	CVS	\$75.00	\$238,125,00	\$52,50	\$166,687.50	\$45.00	\$142,875.00	\$50.00	\$158,750.00	\$30.00	\$95,250.00	\$65.00	\$206,375.00
5	205	BORROW	400	SVS	\$30,00	\$12,000,00	\$30,00	\$12,000,00	\$65,00	\$26,000,00	\$30,00	\$12,000.00	\$25,00	\$10,000,00	\$14,00	15,600,00
13	214-	TEMPORARY INLET PROTECTION	35	EACH	\$100,00	\$3,500.00	\$70,00	\$2,450,00	\$60,00	\$2,100.00	\$60,00	\$2,100,00	\$50.00	\$1,750.00	\$60.00	\$2,100.00
4	11796	GEOGRID, TYPE IB (INCLUDES EXCAVATION OF UP TO (2))	3500	SYS	\$5,50	\$18,250,00	\$11,00	\$38,500,00	\$12.00	\$42,000,00	\$10,00	\$35,000,00	\$16,00	\$56,000,00	\$13,00	\$45,500.00
ŝ	FWRO	WITH TOPES)	3700	TO.	\$30,00	\$111,000,00	\$25,00	\$92,500.00	\$24,00	\$68,800,00	\$26.00	\$96,200,00	\$30.00	\$111,000,00	\$29.00	\$107,300.00
9	FWR	JUITEMPRO COMPACTED AGGREGATE NO. S3	2650	TON	\$35,00	\$92,750.00	\$27.50	\$72,875,00	\$43.50	\$115,275,00	\$30,00	\$79,500,00	\$30,00	\$79,500,00	00'82\$	\$76,650,00
÷	FWR0	COMPACTED AGGREGATE NO. 73 (UNDISTRIBUTED)	110	ZQ.	\$35,00	\$3,850,00	\$50.00	\$5,500,00	\$44,00	\$4,840,00	\$30,00	\$3,300.00	\$40.00	\$4,400,00	840,00	\$4,400,00
16	07480	HMA PATCHING, TYPE B	50	NO.	\$185,00	\$8,259,00	\$130.00	\$6,500,00	\$120.00	\$6,000.00	\$120,00	\$6,000.00	\$250,00	\$12,500.00	\$150.00	\$7,500,00
6	402- FWR0	402- PVR0 HMA, B, 64, SURFACE, B.S.mm	750	NOT	\$80,00	\$60,000.00	\$105,00	\$78,750.00	\$94,20	\$70,650,00	\$92,00	\$69,000,00	\$110,00	\$82,500,00	\$90,00	\$67,500,00
20	402- FWR0	HMA, B, 64, INTERMEDIATE, 19,0 mm	1500	NOT	\$67.00	\$100,500,00	\$75.00	\$112,500.00	\$67,70	\$101,550.00	\$75.00	\$112,500.00	\$92,00	\$138,000.00	\$82,00	\$123,000.00
77	406- 12347	ASPHALT EMULSION FOR TACK COAT	15	NO T	\$600,00	\$9,000.00	\$0,01	\$0,15	\$0.01	\$6,15	\$500.00	\$7,500.00	\$1,000.00	\$15,000,00	\$650,00	\$9,750,00
8	509- FWR0	PCCP 7 IN. (PARKING LANE)	450	SYS	\$90,00	\$40,500,00	\$71.50	\$32,175.00	\$65.00	\$29,250.00	\$100.00	\$45,000.00	\$60.00	\$27,000,00	\$81.00	\$36,450,00
. 8	604- 06070	SIDEWALK, CONCRETE	1850	SVS	\$68,00	\$112,200,00	\$75,00	\$123,750,00	\$71,00	\$117,150,00	\$75.00	\$123,750,00	\$63.00	\$103,956.00	\$56,00	\$92,400,00
24	504-		630	SVS	\$180,00	\$113,400,00	\$185.00	\$116,550.00	\$151,00	\$85,130.00	\$110.00	\$69,300.00	\$160,00	\$100,800.00	\$150.00	\$84,500,00
25		DETECTABLE WARNING SURFACES	40	EACH	\$250,00	\$10,000,00	\$525,00	\$21,000,00	\$340,00	\$13,600,00	\$250,00	\$10,000,00	\$450,00	\$18,000,00	\$470.00	\$5,800,00
26	604-	STEPS, CONCRETE	3	CYS	\$600.00	\$1,800.00	\$3,250,00	\$9,750,00	\$2,200,00	\$6,600,00	\$700.00	\$2,100.00	\$3,000.00	\$9,000.00	\$1,700.00	\$5,100.00
22	604- FWR0	CURBFACE SIDEWALK, CONCRETE	17.00	SYS	\$75.00	\$127,500,00	\$86,00	\$146,700,00	\$98.00	\$166,800.00	\$100.00	\$170,000,00	\$88.00	\$115,600.00	\$80.00	\$136,000.00
28	PWR0	SIDEWALK TRENCH CROSSING	-	EACH	\$3,750.00	\$3,750.0D	\$3,400.00	\$3,400,00	\$5,500,00	\$5,500,00	\$4,000,00	\$4,000,00	\$3,000.00	\$3,000.00	\$5,000,00	\$5,000.00
8	605-	CURB REMOVE (ALL CURB TYPES)	1820	15)	\$18,00	\$32,780.00	\$11,00	\$20,020,00	\$7.00	\$12,740,00	\$8.50	\$15,470,00	\$40.00	\$72,800,00	\$10.00	\$18,290,00
S		CURB, CONCRETE (TYPE III)	60	E	\$44.00	\$2,646,00	\$78,00	\$4,680,00	\$73,00	\$4,360,00	\$45,00	\$2,700.00	\$50,00	\$3,000,50	\$57.00	\$3,426.00
5	06140	CURB AND GUTTER, CONCRETE (TYPE I-B)	6800	Ę,	\$42.00	\$277,200,00	\$35.50	\$234,300.00	\$24.00	\$158,400,00	\$28,00	\$184,800,00	\$30.00	\$198,000,00	\$18,00	\$125,400,00
8	07713	PCCP FOR APPROACHES, 8 IN, (COMMERCIAL AND ALLEY)	900	SVS	\$115,00	\$92,000,00	\$100.00	\$80,000,00	\$94,00	\$75,200,00	\$110,00	\$88,000,00	\$80,00	\$64,000,00	298,00	\$78,400.00
33	08446	09.10- 09.446   PCCP FOR APPROACHES, 6.10. (RESIDENTIAL) 841-	350	SYS	\$65.00	\$29,750.00	\$97.00	\$33,950.00	\$100,00	\$35,000.00	\$90.00	\$31,500.00	\$75,00	\$26,250,00	\$91,00	\$31,850.00
Ħ	08232	MAILBOX ASSEMBLY, RESEL SINGLE		EACH	\$250,00	\$250.00	2275,00	\$275.00	\$741,08	\$741,08	\$400,00	\$400,00	\$250,00	\$250,00	\$500,00	\$500,00
32	FWR9	POLYMER FOR EROSION CONTROL AND STRAW MULCH	5550	SYS	\$3.50	\$18,425.00	\$3.40	\$18,870.00	\$2.85	\$15,817,50	\$2.85	\$15,817.50	\$5.00	\$27,750,00	\$2.85	\$15,817,50
36	PWR.	TOPSOIL	1100	NOL	\$44,00	\$48,400,00	\$38.00	\$41,800,00	\$32,00	\$35,700,00	\$32,00	\$35,200,00	\$50,00	\$55,000,00	\$32,00	\$35,200,00
37	PWR2	522- CLEARING RICH I-OF-WAY [INCLUDES ALL REQUIRED   REES   HA! FWR2 ARE NOT SPECIFICALLY CALLED OUT ON PLANS]	-	S)	\$150,000,00	\$150,000.00	\$36,500,00	\$38,500,00	\$5,250.00	\$6,250,00	\$55,000.00	\$55,000,00	\$10,000.00	\$10,000,00	\$50,000,00	\$50,000.00
38	A4530	ADJUST WATER VALVE TO GRADE (VALVE AND CURB BOXES)	20	EACH	\$450,00	\$22,500,00	\$80,00	\$4,000.00	\$194.59	\$9,734,50	\$280.00	\$14,000,00	\$250.00	\$12,500.00	\$250.00	\$12,500.00
g	715- FWR:	PPE - 12" RCP, CLASS III (COMPLETE IN-PLACE) (INCLUDES AGGRECATE)	275	اغ	\$120,00	\$33,000,00	\$85,00	\$23,375,00	\$155,76	\$42,834.00	\$80.00	\$22,000,00	\$170,00	\$46,750.00	\$80,00	\$22,000.00
8	715- FWR3	PIPE, TYPE 4, CIRCULAR, 8 IN, WAGGREGATE FOR UNDERDRAIN	6550	LFY	\$14.00	\$91,760,00	\$11,50	\$75,325.00	\$17,56	\$115,018,00	\$15.00	\$98,250,00	\$13.00	\$85,150,00	\$15.00	\$98,250,00
14	FWRS	PIPE - 12" HDPE (COMPLETE INPLACE) (INCLUDES AGGREGATE)	06	Ħ	\$95.00	\$8,550.00	\$70,00	\$6,300,00	\$139,48	\$12,553.20	\$45,00	\$4,050.00	\$104,00	29,360.00	\$67.00	\$5,036,00
25	FWR	1430 FWR1 CASTING, ADJUST TO GRADE FWR1 CASTING ADJUST TO GRADE	52	EACH	\$500.00	\$12,500.00	\$80.00	\$2,000,00	\$381,83	\$9,548,25	\$500,00	\$12,500.00	\$750,00	\$18,750.00	\$500.00	\$12,500,00
43	FWR1	INCLUDES AGGREGATE)	24	EACH	\$2,250,00	\$47,250,00	\$1,780.00	\$37,380,00	\$3,555,45	\$74,664,45	\$2,200,00	\$45,200,00	\$1,800,000	\$37,800,00	\$2,100,00	\$44,150,00

2	720- FWR3 CA	CASTING - 24" SOUD STORM CASTING & ADJUST TO GRADE	60	EACH	\$750.00	60,000,88	\$550,00	\$4,400,00	\$811.00	\$6,488.00	\$850.00	\$5,200.00	\$850.00	\$6,800.00	\$650,00	\$5,200,00
\$\$	720- PWR3 C4	CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE	4	EACH	\$750,00	\$3,000.00	\$550,00	\$2,200.00	\$810,99	\$3,243,86	\$700,00	\$2,800.00	\$1,000,00	\$4,000,00	\$675.00	\$2,700,00
84	720- FWR3 CA	ASTING -2" X 2" CURB & GUTTER CASTING & ADJUST TO GRADE	18	EACH	\$800.00	\$16,200,00	\$725,00	\$13,050,00	\$1,144.71	\$20,604,78	\$1,000,00	\$18,000.00	\$950.00	\$17,100.00	\$870,00	\$15,660.00
47	BO1- MA	BOT MAINTENANCE OF TRAFFIC (INCLUDES TO ALL SIGNS/ BARRICADES PAYAD REQUIRED FOR CLOSING SECTIONS OF THE STREET IN PHASES)	-	ş	\$95,000.00	\$65,000,00	\$61,850.00	\$61,850,00	\$62,493.61	\$62,483,61	\$109,342,50	\$109,342,50	\$90,000,00	\$30,000,00	\$580,825,50	\$580,825,50
8	805- 87446 AE	805- 87446 AERIAL CABLE 2/C #8	150	¥,	\$10,00	\$1,500.00	\$5.00	\$750,00	\$15.00	\$2,750.00	\$15,00	\$2,250.00	\$25.00	\$3,750.00	\$15.00	\$2,250,00
6,	807- FWR0 W	807- PWRD WOOD POLE MAST ARM, FIXTURE, REMOVE, BACKFILL VOID.	10	EA	\$1,000,00	\$10,000.00	\$800.00	gb,000,48	\$1,500,00	\$15,000.00	\$1,500,00	\$15,000.00	\$2,500.00	\$25,000,00	\$1,500.00	\$15,000.00
S	807- FWR0 EX	807. FWRO EXISTING WIRE, REMOVE (AERIAL SPAN)	11	EA	\$450.00	\$4,850,00	\$120.00	\$1,320.00	\$500.00	\$5,500,00	\$500.00	\$5,500,00	\$90.00	00'006'6\$	\$500.00	\$5,500,00
ر <u>ج</u>	807. RB FWR0 18	807. RISER ASSEMBLY, POWER SOURCE, 2 INCH, GALVANIZED (WITH FWRO 1800 WATT PHOTOCELL ON BRACKET)	4	ΕA	\$3,000,00	\$12,000.00	\$2,200,00	\$8,800.00	\$7,000.00	\$28,000,00	\$7,000.00	\$28,000,00	\$3,500.00	\$14,000,00	\$7,000.00	\$28,000.00
្តន	BU7- FWR0 MA	MAST ARM & LUMINAIRE, REMOVE	8	Ð	\$500,00	\$4,000,00	\$152,00	\$1,216,00	\$500,00	\$4,000,00	\$500,00	\$4,000.00	\$700.00	\$5,600.00	\$500,00	\$4,000,00
53	807- FWR1 W	WIRE, 3/C #6, XHHW-2 TRAY CABLE IN 1.5" HOPE CONDUIT	3000	F	\$25,00	\$75,000.00	\$24,25	\$72,750,00	\$18,00	\$54,000,00	\$13,00	\$54,000.00	\$34,00	\$102,000.00	\$19.00	\$54,000.00
¥		GHT FIXTURE TYPE 1	20	చ	\$2,800.00	\$56,000,00	\$2,300,00	\$45,000,00	\$3,000,00	\$60,000,00	\$3,000,00	\$80,000,00	\$3,200,00	\$64,000,00	\$3,000,00	\$60,000,00
25		LIGHT FIXTURE TYPE 2 (INCLUDES LOCATING NEARBY UTILITIES TO INSTALL THE POLE ADJACENT TO THEM)	30	ĒΑ	\$2,200.00	\$66,000.00	\$1,815.00	\$54,450.00	\$3,000.00	\$80,000.00	\$3,000.00	\$90,000,00	\$3,200,00	\$96,000.00	\$3,000,00	\$90,000,00
56	867- 02191	807- 02181 HANDHOLE, LIGHTING	6	£Α	\$1,500,00	\$4,500,00	\$1,455,00	\$4,365,00	\$2,000,00	\$6,000,00	\$2,000,00	\$6,000,00	\$1,750,00	\$5,2,50,00	\$2,000,00	\$6,000.00
25	897- CC 037:4 GF	CONCRETE FOUNDATION, 12" DIAMETER X 48" DEPTH, REBAR & GROUNDING, FOR LIGHT FIXTURE 1YPE 1	20	£À	\$1,500,00	\$30,000.00	\$1,450,00	\$29,000.00	\$1,500,00	\$30,000.00	\$1,500.00	330,000,00	\$1,200,00	\$24,000,00	\$1,500.00	\$30,000,00
85	808- TRA 10051 IN.	TRANSVERSE MARKING, MULTHCOMPONENT, STOP LINE, WHITE, 24 IN.	- 22	H	\$18.50	\$1,188.00	\$25,00	\$1,800.00	\$20,00	\$1,440.00	\$20.00	\$1,440.00	\$100.00	\$7,200.00	\$20.00	\$1,440.00
29	808- TR	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	230	H	\$16,50	\$3,795,00	\$25.00	\$5,750,00	\$24,00	\$5,520.00	\$24,00	\$5,520.00	\$70.00	\$16,100.00	\$24,00	\$5,520,00
9	109- 04289 FC	109- 04288 FORCE ACCOUNT WORK / WORK ALLOWANCE	200000	000	\$1,00	\$200,000,00	\$1,00	\$200,000,00	\$1,00	\$200,000,00	\$1,00	\$200,000,00	\$1,00	\$200,000,00	\$1.00	\$200,000,00



## **Notice of Award**

Project: Harvester Community Ph III Asphalt Street Reconstruction	
Owner: City of Fort Wayne Board of Works	
Resolution/Work Order #0735A	
Bidder: Crosby Excavating, Inc	
Bidder's Address: 1030 Osage St	
Fort Wayne, IN 46808	
	, , , , , , , , , , , , , , , , , , ,

You are notified that your Bid dated 11/14/2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Harvester Community Ph III Asphalt Street Reconstruction

Reconstruct Edsall Avenue from Pontiac Street to Reynolds Street. This project will involve removing the existing street and reconstructing this entire stretch of Edsall Avenue in asphalt with curb and gutter on both sides. This project will also involve sidewalk repairs and new sidewalk where there is none. ADA compliant curb ramps will be constructed, and new storm infrastructure will be installed including subsurface drainage underneath the curb line. Existing street lights will be replaced with newer street lights.

The Contract Price of your Contract is \$2,398,913.65.

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: 11.19.2024

cc: Project Manager

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

#### Resolution/Work Order #0735A

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: To reconstruct Edsall Avenue from Pontiac Street to Reynolds Street. This project will involve removing the existing street and reconstructing this entire stretch of Edsall Avenue in asphalt with curb and gutter on both sides. This project will also involve sidewalk repairs and new sidewalk where there is none. ADA compliant curb ramps will be constructed, and new storm infrastructure will be installed including subsurface drainage underneath the curb line. Existing street lights will be replaced with newer street lights.

#### ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Harvester Community Ph III Asphalt Street Reconstruction

#### **ARTICLE 3—ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by **TRANSPORTATION 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 12/5/2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 4/24/2026.

#### 4.03 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
  - Milestone 1 Contractor shall completely shut down the road entirely for the phase currently being worked on but shall work with all businesses and allow necessary access to their facilities during all phases of construction.
  - 2. Milestone 2 Contractor shall work with all utility companies and understand some utilities may need to be relocated as we are still obtaining pothole information.
  - 3. Milestone 3 Phase B (adjacent to the entrance to the parking lot of Adams Elementary) shall be completed between June 2, 2025 & July 25, 2025. Liquidated damages of \$1000/day will be applied for every day this stretch of road is not opened to the school after July 25th.
  - 4. Milestone 4 Common excavation will be paid for at the project plan quantity.

#### 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):
  - 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 \$2,398,913.65.

#### 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.
    - 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.
  - Specifications as listed in the table of contents of the project manual (copy of list attached).
  - Drawings (not attached but incorporated by reference) consisting of 36 sheets with each sheet bearing the following general title: Harvester Community PH III Asphalt Street Reconstruction
  - 7. Addenda (numbers [ 1 ] to [ 2 ], inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Drug Policy Acknowledgement Form (Project Bids under \$150,000.00) or Written copy of Contractors Drug Policy (Project Bids over \$150,000.00)
    - b. E-Verify Affidavit
    - c. Escrow account agreement
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

#### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 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.
- 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:
  - "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;
  - "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
  - "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 Cou	unty and State, thisday of, 20,
personally appeared the within named	who being by me first duly sworn upon ofand as such duly
his oath says that he is the	ofand as such duly
authorized to execute the foregoing instrumen	t and acknowledged the same as the voluntary act and
deed of for the uses a	nd 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.	
resident of county.	
ACKNO	OWLEDGMENT
STATE OF INDIANA)	
SS:)	
COUNTY OF ALLEN )	
BEFORE ME, a Notary Public, in and for said Cou	nty and State, this day of
personally appeared the within named Sharon T	ucker, Shan Gunawardena, Kumar Menon, Chris
Guerrero, and Michelle Fulk-Vondran, by me pe	ersonally known, who being by me duly sworn said that
	ort Wayne, and Chairman, Members, and Clerk of the
	e, Indiana, and that they signed said instrument on
	ull authority so to do and acknowledge said instrument
to be in the voluntary act and deed of said City f	•
IN WITNESS WHEREOF, hereunto subscribed my	
,,	,,,,
	N. D. I.P.
	Notary Public
	Printed Name of Notary
My Commission Expires:	
Resident of County.	

IN WITNESS WHEREOF, Owner and Contr 0735A).	ractor have signed this Agreement (Contract/Resolution Number
This Agreement will be effective on _ Agreement).	(which is the Effective Date of the
CONTRACTOR	OWNER
Crosby Excavating Inc	CITY OF FORT WAYNE
BY:Print Name	
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)

# 2735A - Harvester Community Ph III Asphalt Street Reconstruction (#9387611)

Owner: Public Works Solicitor: Fort Wayne IN, Clty of

11/14/2024 02:00 PM EST

Crosby Excavating

\$2,450.00 \$21,000.00 \$9,750.00 \$36,500.00 \$5,500.00 \$6,500.00 \$0.15 \$32,175.00 \$33,950.00 \$2,198,913.65 \$4,500,00 \$3,500.00 \$1,750.00 \$450.00 \$38,500.00 \$92,500.00 \$72,875.00 \$78,750,00 3112,500,00 \$123,750.00 \$116,550,00 \$20,020.00 \$80,000.00 \$275.00 \$18,870.00 \$41,800.00 \$4,000.00 \$23,375.00 \$75,325,00 \$6,300.00 \$2,000.00 \$4,400.00 \$2,000.00 \$37,500.00 \$2,250.00 3166,687.50 \$12,000.00 \$146,200.00 \$3,400.00 \$4,680.00 \$234,300.00 Extension \$12.50 \$25.00 \$70.00 \$25.00 \$27.50 \$50.00 \$130.00 \$105.00 \$71.50 \$75.00 \$525.00 53,250.00 \$86.00 \$11.00 \$35.50 \$100.00 \$97.00 \$3.40 \$38.00 \$80.00 \$85.00 \$11.50 \$550.00 \$350.00 \$350.00 \$450.00 \$52.50 \$30.00 \$11.00 \$75.00 \$0.01 \$185.00 \$275.00 \$70.00 \$80.00 \$36,500.00 \$1,780.00 \$1,000.00 \$4,500.00 \$47,050.00 \$118,350.00 Quantity Unit Price 50 275 3500 3700 2650 110 750 15 450 13 20 1650 630 1700 1820 8 9600 350 5550 100 3000 8 3175 400 35 5 EACH HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH CLEARING RIGHT-OF-WAY (INCLUDES ALL REQUIRED TREES THAT ARE NOT SPECIFICALLY CALLED OUT ON PLANS) EXCAVATION, COMMON (ALSO INCLUDES REMOVAL OF ASPHALT PAVEMENT APPROACHES AND SAW CUTTING) RELOCATE (SIGN, INCLUDES V-LOK IN CONCRETE WHEN NECESSARY) (UNDISTRIBUTED) INLET " PRECAST 30" ROUND INLET (COMPLETE IN-PLACE) (INCLUDES AGGREGATE) INSPECTION HOLE, DEEPER THAN 3 FT (LOCATING UTILITY, AUTHORIZED BY PM) COMPACTED AGGREGATE NO. 2 (UNDISTRIBUTED AND CAPPED WITH 10FFS) PIPE - 12" RCP, CLASS III (COMPLETE IN-PLACE) (INCLUDES AGGREGATE) PIPE, TYPE 4, CIRCULAR, 8 IN. W/AGGREGATE FOR UNDERDRAIN PIPE - 12" HDPE (COMPLETE IN-PLACE) (INCLUDES AGGREGATE) ADJUST WATER VALVE TO GRADE (VALVE AND CURB BOXES) CASTING - 24" SOLID STORM CASTING & ADJUST TO GRADE PCCP FOR APPROACHES, 8 IN. (COMMERCIAL AND ALLEY) GEOGRID, TYPE IB (INCLUDES EXCAVATION OF UP TO 12") COMPACTED AGGREGATE NO. 73 (UNDISTRIBUTED) PCCP FOR APPROACHES, 6 IN. (RESIDENTIAL) CURB AND GUTTER, CONCRETE (TYPE II-B) MANHOLE, REMOVE (UNDISTRIBUTED) MOBILIZATION AND DEMOBILIZATION ASPHALT EMULSION FOR TACK COAT HMA, B, 64, INTERMEDIATE, 19.0 mm MAILBOX ASSEMBLY, RESET SINGLE DETECTABLE WARNING SURFACES CURBFACE SIDEWALK, CONCRETE CURB, REMOVE (ALL CURB TYPES) COMPACTED AGGREGATE NO. 53 TEMPORARY INLET PROTECTION 1 105-06845 CONSTRUCTION ENGINEERING SIDEWALK TRENCH CROSSING HMA, B, 64, SURFACE, 9.5 mm CASTING, ADJUST TO GRADE PCCP, 7 IN. (PARKING LANE) CURB, CONCRETE (TYPE III) CURB RAMP, CONCRETE HMA PATCHING, TYPE B SIDEWALK, CONCRETE TREE 30 IN., REMOVE CONCRETE, REMOVE Harvester Community Ph III Asphalt Street Reconstruction STEPS, CONCRETE TREE 18., REMOVE Item Description INLET, REMOVE PIPE, REMOVE BORROW TOPSOIL 44 720-FWR30 36 623-FWR19 37 623-FWR29 39 715-FWR13 40 715-FWR39 41 715-FWR55 42 720-FWR10 17 301-FWR04 20 402-FWR06 22 509-FWR01 25 604-PWR01 27 604-PWR05 35 621-FWR01 2 107-09358 15 301-FWR01 16 301-FWR03 19 402-FWR01 21 406-12347 23 604-06070 24 604-08086 26 604-44251 28 604-FWR07 29 605-02278 30 605-06120 31 605-06140 32 610-07713 33 610-08446 34 611-08232 38 715-94530 110-01001 5 201-02260 6 202-06542 9 202-93615 12 203-02070 13 205-06933 14 214-11796 18 304-07490 Section Titl Line Item Code 4 201-02255 202-91385 10 202-96133 11 203-02000 8 202-93047

45 720-FWR34 CASTING - 24" BEEHIVE CASTING & ADJUST TO GRADE	IVE CASTING & ADJUST TO GRADE	EACH	4	\$550.00	\$2,200.00
46 720-FWR37 CASTING - 2' X 2' CUF	46 720-PWB37 CASTING-2'X 2'CURB & GUTTER CASTING & ADJUST TO GRADE	EACH	18	\$725.00	\$13,050.00
47 801-FWR01 MAINTENANCE OF TE	47 B01-FWR01 MAINTENANCE OF TRAFFIC (INCLUDES TO ALL SIGNS/ BARRICADES REQUIRED FOR CLOSING SECTIONS OF THE STREET IN PHASES)	SI	₽	\$61,850.00	\$61,850.00
48 805-87446 AERIAL CABLE: 2/C #6	9.	峼	150	\$5,00	\$750.00
49 807-FWR01 WOOD POLE, MAST A	49 807-FWR01 WOOD POLE,MASTARM, FIXTURE, REMOVE, BACKFILL VOID	Ę	10	\$900.00	\$9,000.00
50 807-FWR02 EXISTING WIRE, REMOVE (AERIAL SPAN)	IOVE (AERIAL SPAN)	БĀ	11	\$120.00	\$1,320.00
51 807-FWR03 RISER ASSEMBLY, PC	51 807-FWR03 RISER ASSEMBLY, POWER SOURCE, 2 INCH, GALVANIZED (WITH 1800 WATT PHOTOCELL ON BRACKET)	EA	4	\$2,200.00	\$8,800.00
52 807-FWR07 MASTARM & LUMINAIRE, REMOVE	JIRE, REMOVE	EA	ω	\$152.00	\$1,216.00
53 807-FWR12 WIRE, 3/C #6, XHHW	53 807-PWR12 WIRE 9/0 #8, XHHW-2 TRAY QABLE IN 1.5" HDPE CONDUIT	Ē	3000	\$24.25	\$72,750.00
54 807-FWR18 LIGHT FIXTURE TYPE 1		æ	20	\$2,300.00	\$46,000.00
55 807-FWR18 LIGHT FIXTURE TYPE.	55 807-FWR18 LIGHT FIXTURE TYPE 2 (INCLUDES LOCATING NEARBY UTILITIES TO INSTALL THE POLE ADJACENT TO THEM)	EA	30	\$1,815.00	\$54,450.00
56 807-02191 HANDHOLE, LIGHTING	90	EA	ო	\$1,455.00	\$4,365.00
57 807-03714 CONCRETE FOUNDA	57 807-03714 CONORETE FOUNDATION, 12" DIAMETER X 48" DEPTH, REBAR & GROUNDING, FOR LIGHT FIXTURE TYPE 1	EA	20	\$1,450.00	\$29,000.00
58 808-10051 TRANSVERSE MARKIN	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN .	卢	72	\$25.00	\$1,800.00
59 808-10099 TRANSVERSE MARKIN	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	ᄕ	230	\$25.00	\$5,750.00
					\$200,000.00
60 109-04299 FORCE ACCOUNT WORK / WORK ALLOWANCE	ORK / WORK ALLOWANCE	DOL	200000	\$1.00	\$200,000.00
					\$2,398,913.65

Base Bid Total:

Allowance

# **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: <a href="http://www.cityoffortwayne.org/purchasing-home.html">http://www.cityoffortwayne.org/purchasing-home.html</a>. 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.

he undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of For	t
Vayne's Alcohol and Drug Policy.	
,	
Name of Company	
D	
Ву:	

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
Ву:	Title
ACKNOWLED	OGEMENT
STATE OF INDIANA ) ) SS COUNTY OF ALLEN )	
Before me, a Notary Public, in and for said State and Count Name, Title, who being first duly sworn upon his/her oath s Contractor, and as such duly authorized to execute the foreg his/her voluntary act and deed.	tates that he/she is a duly authorized agent of the
WITNESS my hand and seal this day of	, 20
My Commission Expires:	_
	Signature of Notary Public
Resident of County	Printed Name

# **COUNCIL DIGEST SHEET**

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

#### Harvester Community Ph III Asphalt Street Reconstruction

$\mathbf{R}$	ŖΡ	e	æ	RI	$\mathbf{DS}$

Most Responsible,

Responsive Lowest

If not lowest, explain

X Yes

N/A

RFPs & BIDS	
Bid/RFP#	0735A
Awarded To	Crosby Excavating, Inc
Amount	
Conflict of interest on file?	X Yes
Number of Registrants	9
Number of Bidders	5
Required Attachments	Council Digest Supplemental, Bid Tabulation, Award, Contract
EXTENSIONS	
Date Last Bid Out	
# Extensions Granted	N/A
To Date	
SPECIAL PROCUREM  Contract #/ID (State, Federal,	<b>ENT</b> 0735A
PiggybackAuthority)	
Sole Source/	N/A
Compatibility Justification	
BID CRITERIA (Take Bi	uy Indiana requirements into consideration.)

 $\square$  No If no, explain below

# COUNCIL DIGEST SHEET

COST COMPARISON	
Increase/decrease amount from prior years For annual purchase (if available).	N/A
DESCRIPTION OF PRO	OJECT / NEED
Identify need for project &	
describe project; attach	Please see attached Council Digest Supplemental.
supporting documents as	
necessary.	
REQUEST FOR SUSPE  Provide justification if prior approval is being requested.	
Provide justification if prior approval is being	
Provide justification if prior approval is being requested.  FUNDING SOURCE	
Provide justification if prior approval is being requested.  FUNDING SOURCE  Account Information.	N/A
Provide justification if prior approval is being requested.  FUNDING SOURCE  Account Information.	
Provide justification if prior approval is being requested.  FUNDING SOURCE  Account Information.	N/A
Provide justification if prior approval is being requested.  FUNDING SOURCE  Account Information.	N/A



#### COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

# **Harvester Community Ph III Asphalt Street Reconstruction**

## **Action Requested:**

Requesting an Ordinance approving the Harvester Community Ph III Asphalt Street Reconstruction project pursuant to the Board of Public Works Resolution #0735A and an award to Crosby Excavating, Inc in the amount of \$ 2,398,913.65.

Note: Crosby Excavating was the lowest, most responsive bidder among 5 bidders. Crosby Excavating's bid was below the Engineer's Estimate for the project.

# **Description and Scope of the Work:**

Reconstruct Edsall Avenue from Pontiac Street to Reynolds Street. This project will involve removing the existing street and reconstructing this entire stretch of Edsall Avenue in asphalt with curb and gutter on both sides. This project will also involve sidewalk repairs and new sidewalk where there is none. ADA compliant curb ramps will be constructed, and new storm infrastructure will be installed including subsurface drainage underneath the curb line. Existing street lights will be replaced with newer street lights.