BILL NO. S-26-11-09

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT – PUFFERBELLY PEDESTRIAN BRIDGE OVER COLISEUM BLVD/SR 930 - WORK ORDER #0768R – ($9,884,692.99) – between BEATY CONSTRUCTION, 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 - PUFFERBELLY PEDESTRIAN BRIDGE OVER COLISEUM BLVD/SR 930 - WORK ORDER #0768R – between BEATY CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to IMPROVE THE PUFFERBELLY TRAIL WITH A PEDESTRIAN BRIDGE REFERRED TO AS THE VANN FAMILY CROSSING, AN ELEVATED BRIDGE THAT WILL BE CONSTRUCTED ACROSS COLISEUM BOULEVARD ON THE WEST SIDE OF BOB THOMAS FORD AND IN FRONT OF MISSION BBQ. THE BRIDGE WILL CARRY THE PEDESTRIAN TRAFFIC OF THE PUFFERBELLY TRAIL OVER THE ROADWAY;

involving a total cost of NINE MILLION EIGHT HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED NINETY-TWO AND and 99/100 DOLLARS - ($9,884,692.99). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

Bid Tabulation

					TOTAL:	$7,389,667.00	TOTAL:	$9,884,692.99	TOTAL:	$10,960,939.64	TOTAL:	$11,167,798.42
							% over	33.76%	% over	48.33%	% over	51.13%
							% under	0.00%	% under	0.00%	% under	0.00%
Proj:		Greenway-Pufferbelly Peestrian Bridge over Coliseum Blvd. SR 930	RES. NO. / W.C 0768R				BIDDER:	Beaty Construction	BIDDER:	RL McCoy	BIDDER:	Milestone Contractors
Bid Date:		08/13/26	Estimate									
LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	UNIT COST Est ($)	AMOUNT Est ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)
1	105-06845	Construction Engineering	1	LS	$124,637.00	$124,637.00	$38,500.00	$38,500.00	$76,000.00	$76,000.00	$120,000.00	$120,000.00
2	107-09358	Inspection Hole, Deeper than 3 ft	15	EA	$1,010.00	$15,150.00	$650.00	$9,750.00	$1,100.00	$16,500.00	$2,200.00	$33,000.00
3	107-09367	Inspection Hole, 3 ft Deep or Less	15	EA	$800.00	$12,000.00	$555.00	$8,325.00	$650.00	$9,750.00	$900.00	$13,500.00
4	110-01001	Mobilization and Demobilization	1	LS	$311,593.00	$311,593.00	$494,235.00	$494,235.00	$548,000.00	$548,000.00	$558,389.92	$558,389.92
5	201-52370	Clearing Right of Way	1	LS	$10,000.00	$10,000.00	$98,847.00	$98,847.00	$219,000.00	$219,000.00	$12,300.00	$12,300.00
6	202-02240	Pavement Removal	3428	SYS	$30.00	$102,840.00	$24.00	$82,272.00	$24.00	$82,272.00	$14.00	$47,992.00
7	202-02279	Curb and Gutter, Concrete, Remove	284	LFT	$20.00	$5,680.00	$12.00	$3,408.00	$12.00	$3,408.00	$17.20	$4,884.80
8	202-02928	Catch Basin, Remove	1	EA	$900.00	$900.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$850.00	$850.00
9	202-52710	Sidewalk Concrete, Remove	77	SYS	$43.00	$3,311.00	$24.00	$1,848.00	$24.00	$1,848.00	$28.00	$2,156.00
10	202-91385	Inlet, Remove	1	EA	$970.00	$970.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$850.00	$850.00
11	202-91840	Fence, Chain Link, Remove	48	LFT	$20.00	$960.00	$13.00	$624.00	$25.00	$1,200.00	$25.00	$1,200.00
12	202-92953	Curb and Gutter Turnout, Remove	5	SYS	$90.00	$450.00	$140.00	$700.00	$140.00	$700.00	$100.00	$500.00
13	202-96133	Pipe, Remove	32	LFT	$104.00	$3,328.00	$35.00	$1,120.00	$35.00	$1,120.00	$20.00	$640.00
14	203-02000	Excavation, Common	1350	CYS	$50.00	$67,500.00	$70.00	$94,500.00	$105.00	$141,750.00	$88.00	$118,800.00
15	203-02070	Borrow	90	CYS	$60.00	$4,800.00	$54.00	$4,320.00	$54.00	$4,320.00	$32.75	$2,620.00
16	205-12108	Storm Water Management Budget	6598	DOL	$1.00	$6,598.00	$1.00	$6,598.00	$1.00	$6,598.00	$1.00	$6,598.00
17	205-12616	SWQCP Management Implementation	1	LS	$5,080.00	$5,080.00	$15,750.00	$15,750.00	$8,000.00	$8,000.00	$4,600.00	$4,600.00
18	207-09935	Subgrade Treatment, Type IC	75	SYS	$69.00	$5,175.00	$46.00	$3,450.00	$46.00	$3,450.00	$28.40	$2,130.00
19	211-09264	Structure Backfill, Type 1	207	CYS	$75.00	$15,525.00	$70.00	$14,490.00	$70.00	$14,490.00	$56.20	$11,633.40
20	211-09265	Structure Backfill, Type 2	715	CYS	$80.00	$57,200.00	$83.75	$59,881.25	$100.00	$71,500.00	$120.00	$85,800.00
21	214-12239	Geotextile for Pavement, Type 2B	75	SYS	$12.00	$900.00	$9.00	$675.00	$9.00	$675.00	$32.20	$2,415.00
22	301-12234	Compacted Aggregate, No. 53	259	CYS	$97.00	$25,123.00	$103.00	$26,677.00	$103.00	$26,677.00	$97.00	$25,123.00
23	302-06464	Subbase for PCCP	58	CYS	$166.00	$9,628.00	$125.00	$7,250.00	$120.00	$6,960.00	$230.00	$13,340.00
24	401-000009	QC/QA-HMA, 4, 58E, Surface, 9.5 mm	11	TON	$175.00	$1,925.00	$300.00	$3,300.00	$620.00	$6,820.00	$300.00	$3,300.00
25	401-000045	QC/QA-HMA, 4, 58E, Intermediate, 19.0 mm	18	TON	$730.00	$13,140.00	$200.00	$3,600.00	$383.00	$6,894.00	$200.00	$3,600.00
26	401-000048	QC/QA-HMA, 4, 58S, Base, 25.0 mm	42	TON	$235.00	$9,870.00	$190.00	$7,980.00	$162.00	$6,804.00	$190.00	$7,980.00
27	401-11526	Joint Adhesive	568	LFT	$1.00	$568.00	$0.10	$56.80	$0.75	$426.00	$0.10	$56.80
28	406-05520	Asphalt for Tack Coat	0.1	TON	$900.00	$90.00	$750.00	$75.00	$500.00	$50.00	$750.00	$75.00

29	602-06729	Barrier Delineator	8	EA	$30.00	$240.00	$30.00	$240.00	$30.00	$240.00	$19.00	$152.00
30	603-09066	Fence, Chain Link, PVC Coated, 72 In.	545	LFT	$56.00	$30,520.00	$45.00	$24,525.00	$34.50	$18,802.50	$48.50	$26,432.50
31	604-06070	Sidewalk, Concrete, 6 In.	1543	SYS	$71.00	$109,553.00	$77.00	$118,811.00	$78.00	$120,354.00	$110.00	$169,730.00
32	605-06140	Curb and Gutter, Concrete	33	LFT	$93.00	$3,069.00	$131.75	$4,347.75	$107.00	$3,531.00	$65.00	$2,145.00
33	605-FWR09	Curb, Concrete, Type II-A, for Sidewalk	10	LFT	$100.00	$1,000.00	$142.50	$1,425.00	$324.00	$3,240.00	$95.00	$950.00
34	621-01004	Mobilization and Demobilization for Seeding	2	EA	$608.00	$1,216.00	$550.00	$1,100.00	$550.00	$1,100.00	$500.00	$1,000.00
35	621-06560	Mulched Seeding, Type U	2705	SYS	$3.00	$8,115.00	$2.95	$7,979.75	$2.95	$7,979.75	$3.00	$8,115.00
36	701-09236	Micropile	79	EA	$7,500.00	$592,500.00	$9,430.00	$744,970.00	$10,850.00	$857,150.00	$9,500.00	$750,500.00
37	701-09236	Micropile, Mobilization and Demobilization	1	LS	$50,000.00	$50,000.00	$200,000.00	$200,000.00	$156,000.00	$156,000.00	$196,220.00	$196,220.00
38	701-09236	Micropile, Testing	1	LS	$75,000.00	$75,000.00	$81,250.00	$81,250.00	$82,000.00	$82,000.00	$87,850.00	$87,850.00
39	702-01724	Concrete, C, Footings	156.5	CYS	$1,200.00	$187,800.00	$1,000.00	$156,500.00	$1,200.00	$187,800.00	$1,500.00	$234,750.00
40	702-51005	Concrete, A, Substructure	228	CYS	$1,200.00	$273,600.00	$940.00	$214,320.00	$860.00	$196,080.00	$1,700.00	$387,600.00
41	702-92857	Concrete, C, Substructure	67.9	CYS	$1,300.00	$88,270.00	$2,530.00	$171,787.00	$3,800.00	$258,020.00	$3,500.00	$237,650.00
42	703-06029	Reinforcing Bars, Epoxy Coated	157539	LBS	$2.00	$315,078.00	$1.75	$275,693.25	$1.65	$259,939.35	$2.20	$346,585.80
43	704-51002	Concrete, C, Superstructure	543.3	CYS	$1,200.00	$651,960.00	$1,815.00	$986,089.50	$2,600.00	$1,412,580.00	$2,500.00	$1,358,250.00
44	706-04683	Railing, Steel	2086	LFT	$400.00	$834,400.00	$420.00	$876,120.00	$350.00	$730,100.00	$382.00	$796,852.00
45	706-08496	Reinforced Concrete Moment Slab, 12 In.	231	SYS	$230.00	$53,130.00	$200.00	$46,200.00	$380.00	$87,780.00	$280.00	$64,680.00
46	706-09962	Railing, Concrete, PF-1	269	LFT	$130.00	$34,970.00	$127.50	$34,297.50	$124.00	$33,356.00	$130.00	$34,970.00
47	706-11404	Railing, Steel, PF-1, Modified	269	LFT	$100.00	$26,900.00	$150.00	$40,350.00	$200.00	$53,800.00	$218.00	$58,642.00
48	706-11455	Bridge Railing Pedestrian Fence, Cable Mesh Safety Barrier	1	LS	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$175,500.00	$175,500.00	$218,000.00	$218,000.00
49	709-51821	Surface Seal	1	LS	$2,602.00	$2,602.00	$1.00	$1.00	$1,000.00	$1,000.00	$2,400.00	$2,400.00
50	711-10103	Architectural, Face Lit LED Signage	1	LS	$100,000.00	$100,000.00	$94,500.00	$94,500.00	$55,000.00	$55,000.00	$230,000.00	$230,000.00
51	711-10103	Architectural, Curved Steel Arch and Base	1	LS	$620,656.00	$620,656.00	$780,750.00	$780,750.00	$800,000.00	$800,000.00	$800,000.00	$800,000.00
52	711-10103	Architectural, Stainless Steel	1	LS	$166,591.00	$166,591.00	$99,750.00	$99,750.00	$380,000.00	$380,000.00	$300,000.00	$300,000.00
53	711-51038	Structural Steel	1	LS	$432,992.00	$432,992.00	$984,750.00	$984,750.00	$1,370,000.00	$1,370,000.00	$1,150,000.00	$1,150,000.00
54	33 05 38.16-A	16" HDPE Pressure Utility Piping	600	LFT	$175.00	$105,000.00	$188.00	$112,800.00	$188.00	$112,800.00	$229.89	$137,934.00
55	33 05 38.16-B	6" HDPE Pressure Utility Piping (with 12" Casing)	50	LFT	$79.00	$3,950.00	$306.00	$15,300.00	$306.00	$15,300.00	$465.34	$23,267.00
56	33 05 38.16-C	11.25, 22.5, or 45 Degree Bend HDPE Fittings (16")	4	EA	$6,000.00	$24,000.00	$5,390.00	$21,560.00	$5,390.00	$21,560.00	$3,431.95	$13,727.80
57	33 11 00-A	Water Main Connection (Tapping Sleeve and Valve - Temporary)	1	EA	$2,000.00	$2,000.00	$18,978.00	$18,978.00	$18,978.00	$18,978.00	$11,015.58	$11,015.58
58	33 11 00-B	16" Water Main Connection (Connect to Existing Water Main)	2	EA	$11,000.00	$22,000.00	$8,673.00	$17,346.00	$8,673.00	$17,346.00	$12,354.15	$24,708.30
59	33 11 00-C	8" Water Main Connection (Connect to Existing Private Water Main)	1	EA	$6,000.00	$6,000.00	$5,027.00	$5,027.00	$5,027.00	$5,027.00	$4,653.45	$4,653.45
60	33 11 00-D	6" Water Main Connection (Connect to Existing Water Main)	2	EA	$5,500.00	$11,000.00	$4,674.00	$9,348.00	$4,674.00	$9,348.00	$3,960.50	$7,921.00
61	33 11 00-E	Test Riser (Temporary)	2	EA	$1,500.00	$3,000.00	$3,053.00	$6,106.00	$3,053.00	$6,106.00	$3,205.45	$6,410.90
62	33 11 00-F	Removal of Hydrants	1	EA	$1,500.00	$1,500.00	$3,850.00	$3,850.00	$3,850.00	$3,850.00	$1,860.00	$1,860.00

63	33 11 00-G	Removal of Valve Boxes	1	EA	$500.00	$500.00	$3,230.00	$3,230.00	$3,230.00	$3,230.00	$600.00	$600.00
64	33 11 00-H	Temporary 4-Inch Blow-off	1	EA	$2,500.00	$2,500.00	$2,599.00	$2,599.00	$2,599.00	$2,599.00	$1,500.00	$1,500.00
65	33 11 00-I	Cut and Plug Pipe Abandonment	2	EA	$6,000.00	$12,000.00	$4,192.00	$8,384.00	$4,192.00	$8,384.00	$3,653.95	$7,307.90
66	33 11 00-J	Removal of Existing Water Main	50	LFT	$100.00	$5,000.00	$233.00	$11,650.00	$233.00	$11,650.00	$35.00	$1,750.00
67	33 12 00-A	Small Water Service Replacement	2	EA	$2,000.00	$4,000.00	$4,251.00	$8,502.00	$4,251.00	$8,502.00	$3,032.00	$6,064.00
68	33 12 00-B	6" Large Water Service Replacement	1	EA	$3,000.00	$3,000.00	$9,716.00	$9,716.00	$9,716.00	$9,716.00	$14,242.95	$14,242.95
69	33 12 00-C	Fire Hydrant Assembly - All Types	1	EA	$3,750.00	$3,750.00	$11,312.00	$11,312.00	$11,312.00	$11,312.00	$9,046.40	$9,046.40
70	33 12 00-D	8" Resilient Seat Gate Valve and Box	1	EA	$2,800.00	$2,800.00	$6,719.00	$6,719.00	$6,719.00	$6,719.00	$9,384.20	$9,384.20
71	33 12 00-E	16" Resilient Seat Gate Valve and Box	2	EA	$3,750.00	$7,500.00	$18,588.00	$37,176.00	$18,588.00	$37,176.00	$44,500.00	$89,000.00
72	715-05146	Pipe, Type 2, Circular, Diameter 6 In.	168	LFT	$45.00	$7,560.00	$72.00	$12,096.00	$72.00	$12,096.00	$36.00	$6,048.00
73	715-05146	Pipe, Type 2, Circular, Diameter 6 In., Modified	213	LFT	$50.00	$10,650.00	$11.00	$2,343.00	$30.00	$6,390.00	$30.00	$6,390.00
74	715-05149	Pipe, Type 2, Circular, Diameter 12 In.	489	LFT	$100.00	$48,900.00	$109.00	$53,301.00	$109.00	$53,301.00	$59.41	$29,051.49
75	715-09064	Video Inspection for Pipe	497	LFT	$5.00	$2,485.00	$8.05	$4,000.85	$9.00	$4,473.00	$7.00	$3,479.00
76	720-FWR15	Inlet - Precast 30" Round Inlet, A	4	EA	$3,000.00	$12,000.00	$3,500.00	$14,000.00	$3,500.00	$14,000.00	$2,192.40	$8,769.60
77	720-45030	Inlet, Type E7	2	EA	$3,500.00	$7,000.00	$3,500.00	$7,000.00	$3,500.00	$7,000.00	$2,372.95	$4,745.90
78	720-45035	Inlet, Type F7	3	EA	$3,000.00	$9,000.00	$3,750.00	$11,250.00	$3,750.00	$11,250.00	$2,372.95	$7,118.85
79	720-45085	Inlet, Type T14	1	EA	$2,400.00	$2,400.00	$9,500.00	$9,500.00	$9,500.00	$9,500.00	$9,517.30	$9,517.30
80	720-98174	Inlet, Type B15	1	EA	$4,800.00	$4,800.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$4,181.75	$4,181.75
81	724-03855	Expansion Joint Sliding Plate	48	LFT	$450.00	$21,600.00	$702.50	$33,720.00	$800.00	$38,400.00	$1,500.00	$72,000.00
82	724-12773	Bridge Expansion Joint, Type PCF	48	LFT	$100.00	$4,800.00	$91.00	$4,368.00	$200.00	$9,600.00	$150.00	$7,200.00
83	725-08294	Pipe Liner, Cured-in-Place, 42 In.	346	LFT	$540.00	$186,840.00	$680.00	$235,280.00	$460.00	$159,160.00	$490.00	$169,540.00
84	726-92406	Bearing Assembly, Elastomeric, South	2	EA	$2,200.00	$4,400.00	$2,700.00	$5,400.00	$3,600.00	$7,200.00	$6,100.00	$12,200.00
85	726-92406	Bearing Assembly, Elastomeric, North	2	EA	$2,200.00	$4,400.00	$2,500.00	$5,000.00	$3,900.00	$7,800.00	$5,500.00	$11,000.00
86	801-06209	Temporary Pavement Marking, Removable, 6 In.	2530	LFT	$3.00	$7,590.00	$2.50	$6,325.00	$1.96	$4,958.80	$2.50	$6,325.00
87	801-06640	Construction Sign, Type A	6	EA	$241.00	$1,446.00	$250.00	$1,500.00	$179.00	$1,074.00	$250.00	$1,500.00
88	801-06710	Flashing Arrow Sign	240	DAY	$20.00	$4,800.00	$50.00	$12,000.00	$15.00	$3,600.00	$25.00	$6,000.00
89	801-06775	Maintaining Traffic	1	LS	$311,593.00	$311,593.00	$530,607.34	$530,607.34	$50,000.00	$50,000.00	$137,279.83	$137,279.83
90	801-07023	Energy Absorbing Terminal, CZ, TL-2	2	EA	$7,300.00	$14,600.00	$8,250.00	$16,500.00	$4,500.00	$9,000.00	$4,500.00	$9,000.00
91	801-07119	Barricade, Type III-B	48	LFT	$17.00	$816.00	$25.00	$1,200.00	$14.88	$714.24	$25.00	$1,200.00
92	801-08401	Temporary Traffic Barrier, Type 2	100	LFT	$80.00	$8,000.00	$75.00	$7,500.00	$32.00	$3,200.00	$106.00	$10,600.00
93	801-08508	Temporary Traffic Barrier, Anchored, Type 2	515	LFT	$57.00	$29,355.00	$75.00	$38,625.00	$75.00	$38,625.00	$80.00	$41,200.00
94	805-11815	Conduit, HDPE, 2 In., Schedule 80	340	LFT	$15.00	$5,100.00	$21.00	$7,140.00	$18.00	$6,120.00	$18.00	$6,120.00
95	806-FWR101	Fiber Optic Cable, 72 FOC, Single Mode, Coming	2170	LFT	$15.00	$32,550.00	$18.00	$39,060.00	$6.00	$13,020.00	$6.00	$13,020.00
96	806-FWR130	Removal, Fiber Optic Cable	1250	LFT	$4.00	$5,000.00	$12.00	$15,000.00	$1.00	$1,250.00	$1.00	$1,250.00

97	807-02191	Handhole Lighting	6	EA	$1,532.00	$9,192.00	$2,830.00	$16,980.00	$2,000.00	$12,000.00	$2,000.00	$12,000.00
98	807-02370	Light Structure, Remove and Reset	1	EA	$1,500.00	$1,500.00	$8,000.00	$8,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
99	807-03578	Lighting Foundation, Concrete, with Grounding, 24 In. x 24 In. x 96 In.	1	EA	$2,500.00	$2,500.00	$8,000.00	$8,000.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
100	807-04112	Wire, XHHW, No. 10	500	LFT	$1.50	$750.00	$4.00	$2,000.00	$2.00	$1,000.00	$2.00	$1,000.00
101	807-04654	Light Pole	42	EA	$2,000.00	$84,000.00	$7,000.00	$294,000.00	$12,000.00	$504,000.00	$12,210.00	$512,820.00
102	807-04744	Lighting	1	LS	$330,000.00	$330,000.00	$698,255.00	$698,255.00	$705,000.00	$705,000.00	$705,000.00	$705,000.00
103	807-07580	Wire, No. 4 Copper, in Plastic Duct, in Trench, 4 1/C	750	LFT	$17.62	$13,215.00	$38.00	$28,500.00	$24.00	$18,000.00	$24.00	$18,000.00
104	807-83492	Light Pole, 30 ft E.M.H., 10 ft Mast Arm, Anchor Base E	1	EA	$3,400.00	$3,400.00	$3,500.00	$3,500.00	$4,890.00	$4,890.00	$4,890.00	$4,890.00
105	807-86910	Connector Kit, Unfused	4	EA	$85.00	$340.00	$100.00	$400.00	$50.00	$200.00	$50.00	$200.00
106	807-86915	Connector Kit, Fused	4	EA	$85.00	$340.00	$100.00	$400.00	$50.00	$200.00	$50.00	$200.00
107	807-86925	Multiple Compression Fitting, Waterproofed	27	EA	$40.00	$1,080.00	$30.00	$810.00	$50.00	$1,350.00	$50.00	$1,350.00
108	807-86935	Insulation Link, Waterproofed	18	EA	$59.00	$1,062.00	$30.00	$540.00	$50.00	$900.00	$50.00	$900.00
109	109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	400000	DOL	$1.00	$400,000.00	$1.00	$400,000.00	$1.00	$400,000.00	$1.00	$400,000.00

Notice of Award

Project: Pufferbelly Pedestrian Bridge over Coliseum Blvd/SR 930

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0768R

Bidder: Beaty Construction, Inc.

Bidder's Address: 5292 West 100 North

Boggstown, IN, 46110

You are notified that your Bid dated 8/27/2026 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Pufferbelly Pedestrian Bridge over Coliseum Blvd/SR 930

Improve the Pufferbelly Trail with a pedestrian bridge referred to as the Vann Family Crossing, an elevated bridge that will be constructed across Coliseum Boulevard on the west side of Bob Thomas Ford and in front of Mission BBQ. The bridge will carry the pedestrian traffic of the Pufferbelly Trail over the roadway.

The Contract Price of your Contract is $9,884,692.99 .

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, gina.kostoff@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

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Date: 10·20·2026

cc: Project Manager

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

Resolution/Work Order #**0768R**

This Agreement is by and between **the City of Fort Wayne – Board of Public Works** ("Owner") and **Beaty Construction, 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 Pufferbelly Trail with a pedestrian bridge referred to as the Vann Family Crossing, an elevated bridge that will be constructed across Coliseum Boulevard on the west side of Bob Thomas Ford and in front of Mission BBQ. The bridge will carry the pedestrian traffic of the Pufferbelly Trail over the roadway.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **PUFFERBELLY PEDESTRIAN BRIDGE OVER COLISEUM BLVD/SR 930**

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 **11/24/2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **12/17/2027**.

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 **$9,884,692.99.**

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment no more often than every 30 days during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **97** percent of the value of the Work completed (with the balance being retainage).

b. **97** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **123** sheets with e ach sheet bearing the following general title: **BRIDGE PLANS, FOR SPANS OVER 20 FEET, VANN FAMILY CROSSING PUFFERBELLY TRAIL OVER COLISEUM BOULEVARD/SR 930**

7. Addenda (numbers **[1]** to **[5]**, inclusive).

8. Exhibits to this Agreement (enumerated as follows):

   a. Drug Policy Acknowledgement Form (Project Bids under $150,000.00) or Written copy of Contractors Drug Policy (Project Bids over $150,000.00)

   b. E-Verify Affidavit

   c. Escrow account agreement

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Orders.

   d. Field Orders.

   e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

ARTICLE 9—MISCELLANEOUS

9.01 Terms

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

9.02 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall

be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Emerging Business Enterprise(EBE) Participation

EBE Retainage Requirements – If the Contractor is in compliance with the provisions of the construction Contract the Owner will make payments for such work performed and completed. Pursuant to Executive Order 90-01 (amended 5-8-06); the Owner will retain three percent **(3%)** of the Contract Price to ensure compliance with the EBE participation requirements. Upon final inspection and acceptance of the Work, and determination by the Fort Wayne Board of Public Works that the Contractor has made a good faith effort to subcontract ten percent (10%) of the Contract Price to emerging business enterprises, the Contractor will be paid in full.

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

If the Contract Price is in excess of $200,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the Contractor are not to exceed **97%** of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the 10% EBE goal stipulated in here within. Payment of the final **3%** of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and good faith efforts to comply with these EBE participation requirements; subject to reduction in the event of non-compliance as provided in paragraph 9.03.E.

A. Request for Waiver – If, at the time final payment application is made, Contractor has not attained the ten percent (10%) EBE goal, Contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the ten percent (10%) EBE goal.

B. Determination of Waiver Requests – The Vendor Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.

C. Good Faith Efforts. – In determining whether or not the Contractor used "good faith" efforts, the following shall be considered:

1. Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;

2. Availability of certified EBE businesses to participate as subcontractors;

3. Non-competitive price quotes received from EBE firms. The Board of Public Works' determination for granting a reduction or waiver of the goal because of higher quotes from EBE firms will be based on factors that include, but are not limited to the following:

   a. The Engineer's estimate for the work under a specific contract;

b. The Contractor's own estimate for the work under the subcontract;

c. An average of the valid prices quoted for the subcontract;

d. Demonstrated increase in other contract costs as a result of sub-contracting to EBE firm(s).

4. Documented measures taken by the Contractor to comply with the EBE participation goal;

5. EBE subcontractor failed to fulfill their obligation in regard to the time delivery of goods and/or services. Also in regards to the quality of the goods and/or services set forth in the bid specifications.

6. Such other matters as the Board of Public Works deems relevant.

D. Consequences of Noncompliance – In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the Contract Price shall be reduced by the amount calculated as the difference between the EBE participation goal of 10% and the actual participation level met by the Contractor, but in no case shall it be reduced by more than 5%. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his/her Contract.

E. Waiver Approved – In the event the Board of Public Works determines that a good faith effort to comply with these EBE participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

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

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

_____
Notary Public

_____
Printed Name of Notary

My Commission Expires:

Resident of _____ County.

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

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

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

_____
Notary Public

_____
Printed Name of Notary

My Commission Expires:

Resident of _____ County.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 0768R).

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

CONTRACTOR	OWNER
Beaty Construction, Inc.	CITY OF FORT WAYNE
BY:_____	BY:_____
Print Name_____	SHARON TUCKER, MAYOR
TITLE: _____	BOARD OF PUBLIC WORKS
DATE: _____	BY:_____
(Date signed by Contractor)	SHAN GUNAWARDENA, CHAIR
	BY:_____
Address for giving notices:	KUMAR MENON, MEMBER
_____	
_____	BY:_____
	CHRIS GUERRERO, MEMBER
_____	
	ATTEST:_____
	MICHELLE FULK-VONDRAN, CLERK
	DATE: _____
	(Date signed by Board)

0768R - Pufferbelly Pedestrian Bridge over Coliseum Blvd/SR 930 (#10297905)
Owner: Public Works
Solicitor: Fort Wayne IN, City of
08/27/2026 02:00 PM EDT

					Beaty Construction, Inc.	
Section Titl	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Greenway-Pufferbelly F							$9,484,692.99
	1	105-06845	Construction Engineering	LS	1	$38,500.00	$38,500.00
	2	107-09358	Inspection Hole, Deeper than 3 ft	EA	15	$650.00	$9,750.00
	3	107-09367	Inspection Hole, 3 ft Deep or Less	EA	15	$555.00	$8,325.00
	4	110-01001	Mobilization and Demobilization	LS	1	$494,235.00	$494,235.00
	5	201-52370	Clearing Right of Way	LS	1	$98,847.00	$98,847.00
	6	202-02240	Pavement Removal	SYS	3428	$24.00	$82,272.00
	7	202-02279	Curb and Gutter, Concrete, Remove	LFT	284	$12.00	$3,408.00
	8	202-02928	Catch Basin, Remove	EA	1	$1,000.00	$1,000.00
	9	202-52710	Sidewalk Concrete, Remove	SYS	77	$24.00	$1,848.00
	10	202-91385	Inlet, Remove	EA	1	$1,000.00	$1,000.00
	11	202-91840	Fence, Chain Link, Remove	LFT	48	$13.00	$624.00
	12	202-92953	Curb and Gutter Turnout, Remove	SYS	5	$140.00	$700.00
	13	202-96133	Pipe, Remove	LFT	32	$35.00	$1,120.00
	14	203-02000	Excavation, Common	CYS	1350	$70.00	$94,500.00
	15	203-02070	Borrow	CYS	80	$54.00	$4,320.00
	16	205-12108	Storm Water Management Budget	DOL	6598	$1.00	$6,598.00
	17	205-12616	SWQCP Management Implementation	LS	1	$15,750.00	$15,750.00
	18	207-09935	Subgrade Treatment, Type IC	SYS	75	$46.00	$3,450.00
	19	211-09264	Structure Backfill, Type 1	CYS	207	$70.00	$14,490.00
	20	211-09265	Structure Backfill, Type 2	CYS	715	$83.75	$59,881.25
	21	214-12239	Geotextile for Pavement, Type 2B	SYS	75	$9.00	$675.00
	22	301-12234	Compacted Aggregate, No. 53	CYS	259	$103.00	$26,677.00
	23	302-06464	Subbase for PCCP	CYS	58	$125.00	$7,250.00
	24	401-000009	QC/QA-HMA, 4, 58E, Surface, 9.5 mm	TON	11	$300.00	$3,300.00
	25	401-000045	QC/QA-HMA, 4, 58E, Intermediate, 19.0 mm	TON	18	$200.00	$3,600.00
	26	401-000048	QC/QA-HMA, 4, 58S, Base, 25.0 mm	TON	42	$190.00	$7,980.00
	27	401-11526	Joint Adhesive	LFT	568	$0.10	$56.80
	28	406-05520	Asphalt for Tack Coat	TON	0.1	$750.00	$75.00
	29	602-06729	Barrier Delineator	EA	8	$30.00	$240.00
	30	603-09066	Fence, Chain Link, PVC Coated, 72 In.	LFT	545	$45.00	$24,525.00
	31	604-06070	Sidewalk, Concrete, 6 In.	SYS	1543	$77.00	$118,811.00
	32	605-06140	Curb and Gutter, Concrete	LFT	33	$131.75	$4,347.75
	33	605-FWR09	Curb, Concrete, Type II-A, for Sidewalk	LFT	10	$142.50	$1,425.00
	34	621-01004	Mobilization and Demobilization for Seeding	EA	2	$550.00	$1,100.00
	35	621-06560	Mulched Seeding, Type U	SYS	2705	$2.95	$7,979.75
	36	701-09236	Micropile	EA	79	$9,430.00	$744,970.00
	37	701-09236	Micropile, Mobilization and Demobilization	LS	1	$200,000.00	$200,000.00
	38	701-09236	Micropile, Testing	LS	1	$81,250.00	$81,250.00
	39	702-01724	Concrete, C, Footings	CYS	156.5	$1,000.00	$156,500.00
	40	702-51005	Concrete, A, Substructure	CYS	228	$940.00	$214,320.00
	41	702-92857	Concrete, C, Substructure	CYS	67.9	$2,530.00	$171,787.00
	42	703-06029	Reinforcing Bars, Epoxy Coated	LBS	157539	$1.75	$275,693.25
	43	704-51002	Concrete, C, Superstructure	CYS	543.3	$1,815.00	$986,089.50
	44	706-04683	Railing, Steel	LFT	2086	$420.00	$876,120.00
	45	706-08496	Reinforced Concrete Moment Slab, 12 In.	SYS	231	$200.00	$46,200.00
	46	706-09962	Railing, Concrete, PF-1	LFT	269	$127.50	$34,297.50
	47	706-11404	Railing, Steel, PF-1, Modified	LFT	269	$150.00	$40,350.00
	48	706-11455	Bridge Railing Pedestrian Fence, Cable Mesh Safety Barrier	LS	1	$100,000.00	$100,000.00
	49	709-51821	Surface Seal	LS	1	$1.00	$1.00
	50	711-10103	Architectural, Face Lit LED Signage	LS	1	$94,500.00	$94,500.00
	51	711-10103	Architectural, Curved Steel Arch and Base	LS	1	$780,750.00	$780,750.00
	52	711-10103	Architectural, Stainless Steel	LS	1	$99,750.00	$99,750.00
	53	711-51038	Structural Steel	LS	1	$984,750.00	$984,750.00
	54	33 05 38.16-A	16" HDPE Pressure Utility Piping	LFT	600	$188.00	$112,800.00
	55	33 05 38.16-B	6" HDPE Pressure Utility Piping (with 12" Casing)	LFT	50	$306.00	$15,300.00

	56	33 05 38.16-C	11.25, 22.5, or 45 Degree Bend HDPE Fittings (16")	EA	4	$5,390.00	$21,560.00
	57	33 11 00-A	Water Main Connection (Tapping Sleeve and Valve - Temporary)	EA	1	$18,978.00	$18,978.00
	58	33 11 00-B	16" Water Main Connection (Connect to Existing Water Main)	EA	2	$8,673.00	$17,346.00
	59	33 11 00-C	8" Water Main Connection (Connect to Existing Private Water Main)	EA	1	$5,027.00	$5,027.00
	60	33 11 00-D	6" Water Main Connection (Connect to Existing Water Main)	EA	2	$4,674.00	$9,348.00
	61	33 11 00-E	Test Riser (Temporary)	EA	2	$3,053.00	$6,106.00
	62	33 11 00-F	Removal of Hydrants	EA	1	$3,850.00	$3,850.00
	63	33 11 00-G	Removal of Valve Boxes	EA	1	$3,230.00	$3,230.00
	64	33 11 00-H	Temporary 4-Inch Blow-off	EA	1	$2,599.00	$2,599.00
	65	33 11 00-I	Cut and Plug Pipe Abandonment	EA	2	$4,192.00	$8,384.00
	66	33 11 00-J	Removal of Existing Water Main	LFT	50	$233.00	$11,650.00
	67	33 12 00-A	Small Water Service Replacement	EA	2	$4,251.00	$8,502.00
	68	33 12 00-B	6" Large Water Service Replacement	EA	1	$9,716.00	$9,716.00
	69	33 12 00-C	Fire Hydrant Assembly - All Types	EA	1	$11,312.00	$11,312.00
	70	33 12 00-D	8" Resilient Seat Gate Valve and Box	EA	1	$6,719.00	$6,719.00
	71	33 12 00-E	16" Resilient Seat Gate Valve and Box	EA	2	$18,588.00	$37,176.00
	72	715-05146	Pipe, Type 2, Circular, Diameter 6 In.	LFT	168	$72.00	$12,096.00
	73	715-05146	Pipe, Type 2, Circular, Diameter 6 In., Modified	LFT	213	$11.00	$2,343.00
	74	715-05149	Pipe, Type 2, Circular, Diameter 12 In.	LFT	489	$109.00	$53,301.00
	75	715-09064	Video Inspection for Pipe	LFT	497	$8.05	$4,000.85
	76	720-FWR15	Inlet - Precast 30" Round Inlet, A	EA	4	$3,500.00	$14,000.00
	77	720-45030	Inlet, Type E7	EA	2	$3,500.00	$7,000.00
	78	720-45035	Inlet, Type F7	EA	3	$3,750.00	$11,250.00
	79	720-45085	Inlet, Type T14	EA	1	$9,500.00	$9,500.00
	80	720-98174	Inlet, Type B15	EA	1	$5,000.00	$5,000.00
	81	724-03855	Expansion Joint Sliding Plate	LFT	48	$702.50	$33,720.00
	82	724-12773	Bridge Expansion Joint, Type PCF	LFT	48	$91.00	$4,368.00
	83	725-08294	Pipe Liner, Cured-in-Place, 42 In.	LFT	346	$680.00	$235,280.00
	84	726-92406	Bearing Assembly, Elastomeric, South	EA	2	$2,700.00	$5,400.00
	85	726-92406	Bearing Assembly, Elastomeric, North	EA	2	$2,500.00	$5,000.00
	86	801-06209	Temporary Pavement Marking, Removable, 6 In.	LFT	2530	$2.50	$6,325.00
	87	801-06640	Construction Sign, Type A	EA	6	$250.00	$1,500.00
	88	801-06710	Flashing Arrow Sign	DAY	240	$50.00	$12,000.00
	89	801-06775	Maintaining Traffic	LS	1	$530,607.34	$530,607.34
	90	801-07023	Energy Absorbing Terminal, CZ, TL-2	EA	2	$8,250.00	$16,500.00
	91	801-07119	Barricade, Type III-B	LFT	48	$25.00	$1,200.00
	92	801-08401	Temporary Traffic Barrier, Type 2	LFT	100	$75.00	$7,500.00
	93	801-08508	Temporary Traffic Barrier, Anchored, Type 2	LFT	515	$75.00	$38,625.00
	94	805-11815	Conduit, HDPE, 2 In., Schedule 80	LFT	340	$21.00	$7,140.00
	95	806-FWR101	Fiber Optic Cable, 72 FOC, Single Mode, Corning	LFT	2170	$18.00	$39,060.00
	96	806-FWR130	Removal, Fiber Optic Cable	LFT	1250	$12.00	$15,000.00
	97	807-02191	Handhole Lighting	EA	6	$2,830.00	$16,980.00
	98	807-02370	Light Structure, Remove and Reset	EA	1	$8,000.00	$8,000.00
	99	807-03578	Lighting Foundation, Concrete, with Grounding, 24 In. x 24 In. x 96 In.	EA	1	$8,000.00	$8,000.00
	100	807-04112	Wire, XHHW, No. 10	LFT	500	$4.00	$2,000.00
	101	807-04654	Light Pole	EA	42	$7,000.00	$294,000.00
	102	807-04744	Lighting	LS	1	$698,255.00	$698,255.00
	103	807-07580	Wire, No. 4 Copper, in Plastic Duct, in Trench, 4 1/C	LFT	750	$38.00	$28,500.00
	104	807-83492	Light Pole, 30 ft E.M.H., 10 ft Mast Arm, Anchor Base E	EA	1	$3,500.00	$3,500.00
	105	807-86910	Connector Kit, Unfused	EA	4	$100.00	$400.00
	106	807-86915	Connector Kit, Fused	EA	4	$100.00	$400.00
	107	807-86925	Multiple Compression Fitting, Waterproofed	EA	27	$30.00	$810.00
	108	807-86935	Insulation Link, Waterproofed	EA	18	$30.00	$540.00
Allowance							$400,000.00
	109	109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	DOL	400000	$1.00	$400,000.00
Base Bid Total:							**$9,884,692.99**

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 Company Representative Signature

_____

Title

ACKNOWLEDGEMENT

STATE OF_____)
) **SS**
COUNTY OF _____)

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 swear 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.

Pufferbelly Pedestrian Bridge over Coliseum Blvd/SR 930

RFPs & BIDS

Bid/RFP #	0768R
Awarded To	Beaty Construction, Inc.
Amount	$9,884,692.99
Conflict of interest on file?	N/A
Number of Registrants	9
Number of Bidders	3
Required Attachments	Council Digest Supplemental, Bid Tabulation, Award, Contract

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID *(State, Federal, Piggyback--Authority)*	0768R
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	X Yes ☐ No *If no, explain below*
If not lowest, explain	N/A

COUNCIL DIGEST SHEET

COST COMPARISON

Increase/decrease amount from prior years For annual purchase (if available).	N/A

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.	Please see attached Council Digest Supplemental

REQUEST FOR SUSPENSION OF RULES

Provide justification if prior approval is being requested.	N/A

FUNDING SOURCE

Account Information.	City Portion LIT-ED
	$5M from Vann Family Foundation

FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Pufferbelly Pedestrian Bridge over Coliseum Blvd/SR 930

Action Requested:

Requesting an Ordinance approving the **Pufferbelly Pedestrian Bridge over Coliseum Blvd/SR 930** project pursuant to the Board of Public Works Resolution **#0768R** and an award to **Beaty Construction, Inc** in the amount of **$9,884,692.99**.

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

In addition to LIT-ED funding, this project will also be funded with a $5 million donation from the Vann Family Foundation; $1 million from the Allen County Fort Wayne Capital Improvement Board; $500,000 from the Allen County Commissioners; $1.4 million from the Redevelopment Commission (approval anticipated 11/23/26); and $50,000 from Steel Dynamics.

Description and Scope of the Work:

Improve the Pufferbelly Trail with a pedestrian bridge referred to as the Vann Family Crossing, an elevated bridge that will be constructed across Coliseum Boulevard on the west side of Bob Thomas Ford and in front of Mission BBQ. The bridge will carry the pedestrian traffic of the Pufferbelly Trail over the roadway.