SPECIAL ORDINANCE NO. S-____

AN ORDINANCE approving CONSTRUCTION CONTRACT – FISHING LINE TRAIL – LUDWIG RD TO COOK RD - RESOLUTION/WORK ORDER #0501R between API CONSTRUCTION CORP. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the CONSTRUCTION CONTRACT — FISHING LINE TRAIL — LUDWIG RD TO COOK RD - RESOLUTION/WORK ORDER #0501R by and between API CONSTRUCTION CORP. 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 IMPROVE THE FORMER GRAND RAPIDS – INDIANA RAILROAD CORRIDOR (NICKNAMED "THE FISHING LINE") BY CONSTRUCTING A 10 FOOT WIDE ASPHALT TRAIL FROM THE NORTH SIDE OF LUDWIG ROAD TO THE SOUTH SIDE OF COOK ROAD. THE PROJECT INCLUDES A MODULAR BLOCK WALL, ADA CURB RAMPS, SIGNAGE, A RESTNODE, PARK BENCHES, HANDRAILING, OVERHEAD CROSSWALK LIGHTING ON LUDWIG ROAD, A TRASH RECEPTACLE, PAVEMENT MARKINGS AND EROSION CONTROL MEASURES;

involving a total cost of THREE HUNDRED FOUR THOUSAND TWO HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS - (\$304,285.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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
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8	APPROVED AS TO FORM AND LEGALITY
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10	Carol Helton, City Attorney
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## under PRES. NO. 1 W.C 0501R					TOTAL:	\$379,879,00	TOTAL:	\$304,285.00	TOTAL	\$329,267.75	TOTAL:	\$333,285,00
INCOMES CONSTITUCTION E DIGINAL TOTAL	Bid Tabulation						% over % under	0.00%	% over % under	0.00%	% over % under	0,00%
1917-1021 1917		Greenway - Fishing Line Trail - Ludwig to Cook		RES, NO. / W.C	105018			API Construction	BIDDER:	Wayne Asphalt	BIDDER:	Brooks Construction
156-56846 CONSTRUCTON BIGNINGS 1 15,14M 51,000.00 51,000.00	Bid Date:		PLAN			AMOUNT		AMOUNT	UNITCOST	TMOUNT	. -	AMOUNT
15,000 1		CONSTRICTION ENGINEERING	5	MIS	\$10,000.00	\$10 000 00	(9)	00 000 9\$	·		\$4,440.00	\$4.440.00
SECONDO SECO			-	MOST	\$21,000.00	\$21,000.00	\$12,908.50	\$12,908.50	s	\$	\$16,500.00	\$16,500.00
TREE REMOVAL. (12"-24"), (NOLIUDE STUMPNIG) F85 CYS \$10.00 \$80.00.00			-	MOST	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00			\$15,000.00	\$15,000,00
PROPERTY NO. COMMON 1	201-02255	TREE REMOVAL (12" - 24"), (INCLUDE STUMPING)	\$	EACH	\$1,200.00	\$6,000.00	\$1,650.00	\$8,250.00	\$625.00	\$3,125.00	\$1,650.00	\$8,250.00
ILIERA REALDING (1.1 & RT) (Includes distribution of Common Exeruvation 1, EBJM \$83,000.00 \$81,000.00			765	cys	\$40.00	\$30,600.00	\$40.00	\$30,600.00	\$26.25	01	\$35.00	\$26,775.00
TEMPORARY SILT FENCE			r	LSUM	\$35,000.00	\$35,000,00	00'000'6\$	00'000'6\$	\$18	\$18,350.00	\$13,500.00	\$13,500.00
COMPACTED AGGREGATE NO. 53 ST0000	205-06938		3100	LFT	\$3.50	\$10,850.00	\$2.00	\$6,200.00	\$2.00	\$6,200.00	\$2.00	\$6,200.00
ACADEMICATE FOR BASE (7) (Can use COMPACTED 700 TON \$50.00 \$50.000	301-12233	COMPACTED AGGREGATE NO. 53	20	NOT	\$35.00	\$700.00		\$760.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00
HAM, B, G4, SURPACE, 9.6 mm HAM, B, G4, NITERMEDIATE, 19.0 mm ASPHALT EMISSION FOR TACK COAT TRAIL BENCH PAD, CONCRETE CURB RAMP, CONCRETE CONCRETE RAMP, CONCRETE RAD TODAY TRAIL BENCH TRAIL B	309-FWR	RECYCLED CONCRETE FOR BASE (4") (Can use COMPACTED AGGREGATE NO. 53)	700	NOT	\$30.00	\$21,000.00	\$28.00	\$19,600.00	\$25.00	\$17,500,00	\$40.00	\$28,000,00
HAM, B, 64, INTERMEDIATE, 150 mm ASPHALT EMULSION CONTETE ASPHALT EMULSION CONTETE TON S310.00 S310.00 TRAIL BENCH PAD, CONCRETE CURB RAMP, CONCRETE	402-FWR05	HMA, B, 64, SURFACE, 9.5 mm	336	TON	\$90.00	\$30,240.00	\$80.00	\$26,880.00	\$70.00	\$23,520.00	\$90.00	\$30,240.00
TRAIL BENCH PAD. CONCRETE 1 TON \$310.00 \$310.00 TRAIL BENCH PAD. CONCRETE 12 8YS \$1,500.00 \$1,500.00 CURB RAMP. CONCRETE 24 8YS \$1,500.00 \$1,500.00 CURB RAMP. CONCRETE 24 8YS \$1,500.00 \$1,500.00 DETECTABLE WARNING SURFACES 6 EACH \$250.00 \$1,500.00 HAND RALL STEEL TON \$1,500.00 \$1,500.00 \$1,500.00 HAND RALL STEEL TON \$1,500.00 \$1,500.00 \$1,500.00 RIPPAR PARAP CLASS 2 20 TON \$1,500.00 \$1,500.00 GEOTESTHIE FOR RIPPAR TYPE 2B 9 SYS \$800.00 \$1,500.00 REMOVABLE BOLLARD 1 EACH \$1,000.00 \$1,000.00 \$1,000.00 PREMOVABLE BOLLARD 1 EACH \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 PREMOVABLE BOLLARD 1 LEACH \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 PREMOVABLE SOR RECHIVALITING LED 1<	402-FWR06	HMA, B, 84, INTERMEDIATE, 19.0 mm	672	TON	\$65.00	\$43,680.00	\$70.00	\$47,040.00	\$50.00	\$33,600.00	\$60.00	\$40,320.00
TRAIL BENCH PAD, CONCRETE CURB RAMP CONCRETE 24 SYS \$125.00 \$1,500.00 S1,500.00 CECTEXTILE WARNING SUFFACES CECTEXTILE FOR RIPPAP TYPE 2B CECTEXTILE TAXABLE FOR REGION TO STILL TYPE 2D CECTEXTILE TAXABLE TYPE TYPE TYPE TYPE TYPE TYPE TYPE TYP	406-12347		-	TON	\$310.00	\$310.00	\$700.00	\$700.00	\$600.00	\$600.00	\$800.00	\$800.00
CATEGORIE PAMP, CONCRETE 24 SYS SYS SYS SYS SYS DEFECTOR	604-FWR04	TRAIL BENCH PAD, CONCRETE	12	SYS	\$125.00	\$1,500.00	\$150.00	\$1,800.00	\$125.00	\$1,500.00	\$130.00	\$1,560.00
DETECTABLE WARNING SURFACES 6 EACH \$250.00 \$1,500.00 HAND RAIL, STEEL 1 LFT \$80.00 \$1,500.00 RIPRAP, CLASS 2 20 TON \$80.00 \$1,200.00 GEOTEXTILE FOR RIPRAP TYPE 2B 2 EACH \$80.00 \$540.00 TRABL BEINCH REMOVABLE BOLLARD 1 EACH \$800.00 \$800.00 TRASH RECPTICALE WITH LINER, LID, CONCRETE PAD 1 EACH \$800.00 \$800.00 TRASH RECPTICALE WITH LINER, LID, CONCRETE PAD 1 EACH \$800.00 \$800.00 PROFESSED WITH HYDROSTICK TACKFIER OR EQUIVALENT 3307 \$YS \$4.00 \$13.228.00 PROFESSED WITH HYDROSTICK TACKFIER OR EQUIVALENT 3307 \$YS \$4.00 \$16.080.00 RETAINING WALL 1 LEACH \$800.00 \$16.080.00 \$16.080.00 RETAINING WALL 530.00 VALK ASSEMBLY, POLE AND MAST ARMS 1 EACH \$1,000.00 \$1,000.00 CROSS WALK ASSEMBLY, POLE AND MAST ARMS 1 EACH \$1,000.00 \$1,000.00	604-08086	CURB RAMP, CONCRETE	24	SYS	\$125.00	\$3,000.00	\$135.00	\$3,240.00	\$135,00	\$3,240.00	\$180.00	\$4,320.00
HAND RAIL, STEEL			9	EACH	\$250.00	\$1,500.00	\$225.00	\$1,350.00	\$225,00	\$1,350.00	\$150.00	00.0088
TRAIL EFOR RIPRAP TYPE 2B			28	LFT	\$90.00	\$2,520.00	\$140.00	\$3,920,00	\$250.00	\$7,000,00	\$210.00	\$5,880.00
CHANTYRE FOR RIPRAP TYPE 2B			20	NOT	\$60.00	\$1,200.00	\$60.00	\$1,200.00	335.00	\$700.00	\$90.00	\$1,800,00
TRAIL BENCH 2 EACH \$1,400.00 \$2,600.00 REMOVABLE BOLLARD 1 EACH \$800.00 \$800.00 REMOVABLE BOLLARD 1 EACH \$800.00 \$800.00 HVDRÖSELED, WITH HUNER, LID, CONCRETE PAD 1 EACH \$800.00 \$800.00 HVDRÖSELED, WITH HYDRÖSTICK TACKIFIER OR EQUIVALENT 3307 \$YS \$4.00 \$13,228.00 TOPSOIL STORE FOIL END GONTROL AND STRAW MULCH 336 TON \$50.00 \$16,000.00 RETAINING WALL 1 LEUM \$40,000.00 \$40,000.00 \$16,000.00 RETAINING WALL 5 LFT \$60.00 \$1,000.00 \$1,000.00 WIRE, 3CIG XHHWAZ IN TRAY CABLE IN 1,5" HDPE BORE TUBE 55 LFT \$1,000.00 \$1,000.00 CROSS WALK ASSEMBLY, POLE AND MAST ARMS 1 EACH \$1,000.00 \$1,000.00 CROSS WALK ASSEMBLY, 2 INCH, GALVANIZED, WITH 1800W PIC AND 1 EACH \$1,000.00 \$1,100.00 CROSSWALK SIGN WITH DOWNLIGHTING, LED 1 EACH \$1000.00 \$1,100.00 <	616-12249	GEOTEXTILE FOR RIPRAP TYPE 2B	6	SYS	\$60.00	\$540,00	\$30.00	\$270.00	\$10,00	\$90.00	\$1.50	\$13.50
TRASH RECIPTICALE WITH LINER, LID, CONCRETE PAD	617-FWR05	TRAIL BENCH	2	EACH	\$1,400.00	\$2,800.00	\$1,800.00	\$3,600.00	\$1,900.00	\$3,800.00	\$1,800.00	\$3,600.00
TRASH RECIPTICALE WITH LINER, LID, CONCRETE PAD HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT TOPSOIL RETAINING WALL RETAINING WALL RETAINING WALL RETAINING WALK ASSEMBLY, POLE AND MAST ARMS UGGS WALK ASSEMBLY, POLE AND MAST ARMS RISER ASSEMBLY, 2 INCH, GALVANIZEO, WITH 1800W P/C AND RISER ASSEMBLY, 2 INCH, 2 INC	617-FWR01	REMOVABLE BOLLARD	τ-	EACH	\$800.00	\$800.00		\$475.00	\$1,775.00	\$1,775.00	\$475,00	\$475.00
TOPSOIL		TRASH RECIPTICALE WITH LINER, LID. CONCRETE PAD	-	EACH	\$900.00	\$900.00		\$1,200.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
TOP SQUE		POLYMER FOR EROSION CONTROL AND STRAW MULCH	3307	SYS	84.00	\$13,228.00	\$3.50	\$11,574.50	\$3,50	\$11,574.50	\$3,50	\$11,574.50
PIPE - 12" CMP (With Metal End Sections)	623-FWR19	TOPSOIL	536	TON	\$30.00	\$16,080.00	\$42.00	\$22,512.00	\$42.00	\$22,512.00	\$42.00	\$22,512,00
PIPE - 12" CMP (WIth Metal End Sections) 60 LFT \$60.00 \$3.860.00 WIRE, 3C/G XHHW/2 IN TRAY CABLE IN 15" HDPE BORE TUBE \$5 LFT \$15.00 \$8.000.00 CROSS WALK ASSEMBLY, POLE AND MAST ARMS 1 EACH \$1.800.00 \$1.800.00 LIGHT STANDARD FOUNDATION, 3" DIAMETER X 8" 1 EACH \$1.800.00 \$1.200.00 RISER ASSEMBLY, 2 INCH, GALVANIZED, WITH 1800W P/C AND 1 EACH \$1.200.00 \$1.200.00 CROSSWALK SIGN WITH DOWNLIGHTING, LED 1 EACH \$5.600.00 \$1.106.00 LUMINARE (RARI-30L-25-3K7-2-RUNY-MAF-LGS) (RARI-80L-25-3K7-2- 2 EACH \$10.000.00 \$11.000.00 MAINTENANCE OF TRAFFIC 1 LSUM \$10.000.00 \$10.000.00 \$10.000.00 SIGN, "STOP" 3 EACH \$125.00 \$375.00			-	LSUM	\$40,000.00	\$40,000.00	\$16,920.00	\$16,920.00	\$17,000,00	\$17,000.00	\$25,000.00	\$25,000.00
WIRE, 3C/IG XHHWUZ IN TRAY CABLE IN 1,5" HDPE BORE TUBE 55 LFT \$15.00 \$825.00 CROSS WALK ASSEMBLY, POLE AND MAST ARMS 1 EACH \$8,000.00 \$1,800.00 RISER ASSEMBLY, 2 INCH, GALVANIZED, WITH 1800W PIC AND 1 EACH \$1,200.00 \$1,200.00 RRACKET EACH \$1,200.00 \$1,200.00 \$1,200.00 \$1,200.00 CROSSWALK SIGN WITH DOWNLIGHTING LED 1 EACH \$5,600.00 \$1,106.00 LUMINAIRE (RARI-30L-25-3K7-2-R-UNY-MAFLGS) (RARI-30L-25-3K7-2- 2 EACH \$10,000.00 \$1,106.00 MAINTENANCE OF TRAFFIC 1 LSUM \$10,000.00 \$10,000.00 \$10,000.00 SIGN, "STOP" 3 EACH \$125.00 \$10,000.00	715-FWR15		90	ㅂ	\$60.00	\$3,600,00	\$50.00	\$3,000.00	\$70,00	\$4,200.00	\$85.00	\$5,100.00
CROSS WALK ASSEMBLY, POLE AND MAST ARMS 1 EACH \$8,000.00 \$6,000.00 LIGHT STANDARD FOUNDATION, 3' DIAMETER X 8' 1 EACH \$1,800.00 \$1,800.00 RISER ASSEMBLY, 2 INCH, GALVANIZED, WITH 1800W P/C AND 1 EACH \$1,200.00 \$1,200.00 CROSSWALK SIGN WITH DOWNLIGHTING, LED 1 EACH \$5,600.00 \$5,600.00 LUMIVARIE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- 2 EACH \$10,000.00 \$1,000.00 MAINTENANCE OF TRAFFIC 1 LSUM \$10,000.00 \$10,000.00 \$10,000.00 SIGN, "STOP" 3 EACH \$125.00 \$10,000.00 \$10,000.00	807-FWR-08f	WIRE, 3C/6 XHHW-2 IN TRAY CABLE IN 1.5" HDPE BORE	55	댐	\$15.00	\$825.00		\$1,650.00	\$10.00	\$550.00	\$30.00	\$1,650.00
LIGHT STANDARD FOUNDATION, 3° DIAMETER X 8° 1 EACH \$1,800.00 \$1,100.00 \$1,1	807-FWU	CROSS WALK ASSEMBLY, POLE AND MAST ARMS	-	EACH	00'000'88	\$8,000.00		\$8,500.00	\$9,775.00	\$9,775.00	\$8,500.00	\$8,500.00
RISER ASSEMBLY, 2 INCH, GALVANIZED, WITH 1800W P/C AND 1				EACH	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
CROSSWALK SIGN WITH DOWNLIGHTING, LED LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2- LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-K7-1-R-UNV-MAF-LGS) (RAR1-80L-25-K7-1-R-UNV-MAF-LGS) (RAR1-80L-25-K7-1-R-UNV-MAF-LGS) (RAR1-80L-25-K7-1-R-UNV-M			-	EACH	\$1,200.00	\$1,200.00	\$825.00	\$825.00	\$1,000.00	\$1,000.00	\$825.00	\$825.00
LUMINANE (RART-BDL-25-3K7-2-R-UNV-MAF-LGS) (RART-80L-25-3K7-2- 2 EACH \$553.00 \$1,106.00 L-UNV-MAF-LGS)	807.1-FWU	CROSSWALK SIGN WITH DOWNLIGHTING, LED	-	EACH	\$5,600.00	\$5,600.00	\$5,200.00	\$5,200.00	\$6,000.00	\$6,000.00	\$5,200.00	\$5,200.00
3 EACH \$125,00 \$375,00 \$375,00	807-FWR-13	LUMINAIRE (RART-80L-25-3K7-2-R-UNV-MAF-LGS) (RART-80L-25-3K7-2- L-UNV-MAF-LGS)	2	EACH	\$553.00	\$1,106.00	\$600.00	\$1,200.00	\$650,00	\$1,300.00	\$600.00	\$1,200.00
3 EACH \$125,00 \$375,00	801-FWR	MAINTENANCE OF TRAFFIC	-	LSUM	\$10,000,00	\$10,000.00	\$2,000.00	\$2,000.00	\$53,500.00	\$53,500.00	\$9,970,00	\$9,970.00
	802-04313	SIGN, "STOP"	69	EACH	\$125,00	\$375.00	\$175.00	\$525.00	\$35.00	\$105.00	\$175.00	\$525,00

802-0431	802-04314 SIGN, "NO MOTOR VEHICLES"	2	EACH	\$125.00	\$250.00	\$200.00	\$400.00	\$50.00	\$100.00	\$200.00	\$400.00
802-0705	802-07057 SIGN, SHEET, ASSEMBLY, TYPE "A" (See Detail)	2	EACH	\$225.00	\$450.00	\$250.00	\$500.00	\$350.00	\$700.00	\$250.00	\$500.00
802-0705	802-07058 SIGN, SHEET, ASSEMBLY, TYPE "B" (See Detail)	~	EACH	\$225.00	\$450.00	\$250.00	\$500.00	\$350,00	\$700.00	\$250.00	\$500,00
802-0425	802-04250 SIGN, TRAIL INFORMATION, "TRAIL CLOSED" (With Posts and Chair)		EACH	\$125.00	\$125.00	\$425.00	\$425.00	\$460.00	\$460.00	\$425.00	\$425.00
808-1006	808-10069 PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT "ROAD"		EACH	\$200.00	\$200.00	\$225.00	\$225.00	\$225.00	\$225.00	\$250.00	\$250.00
808-1007	808-10020 PAVIEWENT WESSAAGE WARKINGS M.I. TLOOMPOONENT "XING".		FACH	\$200.00	3500 00	\$225.00	\$675.00	\$225.00	\$675.00	\$250.00	\$750.00
808-1015	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, PAINT, BIKE 808-10192 SYMBOI.		EACH	\$225.00	\$450.00	\$160.00	\$320.00	\$160.00	\$320.00	\$175.00	\$350.00
808-0343	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, 808-03439 WHITE, 24 IN.	09	5	\$20.00	\$1,200.00	\$17.00	\$1,020.00	\$17.00	\$1,020,00	\$16.00	\$960.00
TR 808-10051 IN	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24	10	5	\$20.00	\$200.00	\$12.00	\$120.00	\$12.00	\$120.00	\$12.00	\$120,00
109-0425	109-04299 FORCE ACCOUNT WORK/WORK ALLOWANCE	-	LSUM	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00



Notice of Award

11/2/2021

You are notified that your Bid dated 10/21/2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Fishing Line Trail - Ludwig Rd to Cook Rd

That it is deemed necessary to improve: The former Grand Rapids – Indiana Railroad corridor (nicknamed "The Fishing Line") by constructing a 10 foot wide asphalt trail from the north side of Ludwig Road to the south side of Cook Road. The project includes a modular block wall, ADA curb ramps, signage, a restnode, park benches, handrailing, overhead crosswalk lighting on Ludwig Road, a trash receptacle, pavement markings and erosion control measures.

The Contract Price of your Contract is \$304,285.00.

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

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

- 1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
- 2. Deliver with the executed Agreement the following documents:
 - a. Performance Bond
 - b. Payment Bond
 - c. Certificate of Insurance
 - d. Executed Vendor Disclosure Statement (Must have one on file annually with the City of Fort Wayne).
 - e. Executed E-Verify Affidavit.
 - f. 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, <u>Jessica.Bucher@cityoffortwayne.org.</u>



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: 11.2.2021

cc: Project Manager

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

RESOLUTION/WORK ORDER # 0501R

This Agreement is by and between the City of Fort Wayne – Board of Public Works ("Owner") and API Construction Corp. ("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: That it is deemed necessary to improve: The former Grand Rapids – Indiana Railroad corridor (nicknamed "The Fishing Line") by constructing a 10 foot wide asphalt trail from the north side of Ludwig Road to the south side of Cook Road. The project includes a modular block wall, ADA curb ramps, signage, a restnode, park benches, handrailing, overhead crosswalk lighting on Ludwig Road, a trash receptacle, pavement markings and erosion control measures.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Fishing Line Trail – Ludwig Rd to Cook Rd

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Public Works 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 5/13/2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 6/17/2022.
- 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):
 - 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 \$304,285.00.

ARTICLE 6—PAYMENT PROCEDURES

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

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

- 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).
 - 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **16** sheets with each sheet bearing the following general title: **Fishing Line Trail Ludwig Rd. to Cook Rd. Project No. RT-20-004.**
 - 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.
 - 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.
 - 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:
 - 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;
 - "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;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

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

ARTICLE 9—MISCELLANEOUS

9.01 Terms

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

9.02 Severability

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

9.03 Emerging Business Enterprise(EBE) Participation

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

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

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

- A. Request for Waiver If, at the time final payment application is made, Contractor has not attained the ten percent (10%) EBE goal, Contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the ten percent (10%) EBE goal.
- B. Determination of Waiver Requests The Vendor Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
- C. Good Faith Efforts. In determining whether or not the Contractor used "good faith" efforts, the following shall be considered:
 - 1. Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;
 - 2. Availability of certified EBE businesses to participate as subcontractors;

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

ACKNOWLEDGMENT

STATE OF INDIANA)		
SS:) COUNTY OF ALLEN)		
the within named and as su	id County and State, thisday of who being by me first duly sworn uch duly authorized to execute the foregoing in for the uses and purpos	upon his oath says that he is the strument and acknowledged the
IN WITNESS WHEREOF, hereunto subscrib	ped my name, affixed my official seal.	
	Notary Public	
	Printed Name of Notary	
My Commission Expires:		
Resident of County.		
	<u>ACKNOWLEDGMENT</u>	
STATE OF INDIANA) SS:) COUNTY OF ALLEN)		
appeared the within named Thomas C. He Vondran, by me personally known, who be Fort Wayne, and Chairman, Members, and that they signed said instrument on behalf	id County and State, this day of enry, Shan Gunawardena, Kumar Menon, Chris eing by me duly sworn said that they are respe d Clerk of the Board of Public Works of the Cit f of the City of Fort Wayne, Indiana, with full au voluntary act and deed of said City for the use	s Guerrero, and Michelle Fulk- ectively the Mayor of the City of ty of Fort Wayne, Indiana, and uthority so to do and
IN WITNESS WHEREOF, hereunto subscrib	ped my name, affixed my official seal.	
	Notary Public	
My Commission Expires:	Printed Name of Notary	
Resident of County.		

IN WITNESS WHEREOF, Owner and Cont	ractor have signed this Agreement (Contract/Resolution Number 0501R).
This Agreement will be effective on	(which is the Effective Date of the Agreement).
CONTRACTOR	OWNER
API Construction Corp.	CITY OF FORT WAYNE
BY:	BY:THOMAS C. HENRY, MAYOR
Print Name	
TITLE:	BOARD OF PUBLIC WORKS
DATE:	BY:
(Date signed by Contractor)	SHAN GUNAWARDENA, CHAIR
A115 6 1 1	BY:
Address for giving notices:	KUMAR MENON, MEMBER
	CHRIS GUERRERO, MEMBER
	ATTEST:
	MICHELLE FULK-VONDRAN, CLERK
	DATE: (Date signed by Board)
	(Date signed by Board)

0501R - Fishing Line Trail - Ludwig Rd to Cook Rd (#8033357)
Owner: Public Works
Solicitor: Public Works
10/21/2021 02:00 PM EDT

				AP	API Construction	
Section Titl Line I	Section Titl Line Item Item Code	Item Description	NofM	Quantity Unit Price		Extension
Greenway - Fishi.	Greenway - Fishing Line Trail - Ludwig to Cook, 0501R	t to Cook, 0501R				\$279,285.00
	1 105-06845	CONSTRUCTION ENGINEERING	ISUM	н	\$6,000.00	\$6,000.00
	2 110-01001	MOBILIZATION AND DEMOBILIZATION	LSUM	- -1	\$12,908.50	\$12,908.50
	3 201-FWU	CLEARING RIGHT OF WAY	LSUM	н	\$15,000.00	\$15,000.00
	4 201-02255	TREE REMOVAL, (12" - 24"), (INCLUDE STUMPING)	EACH	S	\$1,650.00	\$8,250.00
	5 203-02001	EXCAVATION, COMMON	CYS	765	\$40.00	\$30,600.00
	6 203-08608	LINEAR GRADING (LT & RT) (Includes distribution of Common Excavation on Site)	LSUM	₩	\$9,000.00	\$9,000.00
	7 205-06938	TEMPORARY SILT FENCE	ᄩ	3100	\$2.00	\$6,200.00
		COMPACTED AGGREGATE NO. 53	TON	20	\$38.00	\$760.00
	9 309-FWR	RECYCLED CONCRETE FOR BASE (4") (Can use COMPACTED AGGREGATE NO. 53)	NOL	700	\$28.00	\$19,600.00
	1D 402-FWR06	HMA, B, 64, SURFACE, 9.5 mm	NOT	336	\$80.00	\$26,880,00
	11 402-FWR06	HMA, B, 64, INTERMEDIATE, 19.0 mm	NOT	672	\$70.00	\$47,040.00
	12 406-12347	ASPHALT EMULSION FOR TACK COAT	NOT NO	Н	\$700.00	\$700.00
	13 604-FWR04	TRAIL BENCH FAD, CONCRETE	SYS	77	\$150.00	\$1,800.00
	14 604-08086	CURB RAMP, CONCRETE	SYS	24	\$135.00	\$3,240.00
	15 604-FWR01	DETECTABLE WARNING SURFACES	EACH	9	\$225.00	\$1,350.00
	16 618-FWR01	HAND RAIL, STEEL	Ħ	28	\$140.00	\$3,920.00
	17 616-05689	RIPRAP, CLASS 2	TON	20	\$60.00	\$1,200.00
	18 616-12249	GEOTEXTILE FOR RIPRAP TYPE 28	SYS	σ	\$30.00	\$270.00
	19 617-FWR05	TRAIL BENCH	EACH	2	\$1,800.00	\$3,600.00
	20 617-FWR01	REMOVABLE BOLLARD	EACH	М	\$475.00	\$475.00
	21 618 - FWU	TRASH RECIPTICALE WITH LINER, LID, CONCRETE PAD	EACH	н	\$1,200.00	\$1,200.00
	22 621-FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SXS	3307	\$3.50	\$11,574.50
	23 623-FWR19	TOPSOIL	TON	536	\$42,00	\$22,512.00
	24 714 - FWU	RETAINING WALL	ISUM	1	\$16,920.00	\$16,920.00
	25 715-FWR15	PIPE - 12" CMP (With Metal End Sections)	占	09	\$50.00	\$3,000.00
	26 807-FWR-08f		F	52	\$30.00	\$1,650.00
	27 807-FWU	CROSS WALK ASSEMBLY, POLE AND MAST ARMS	EACH	н	\$8,500.00	\$8,500.00
	28 807-02193	LIGHT STANDARD FOUNDATION, 3' DIAMETER X 8'	EACH	н	\$1,200.00	\$1,200.00
	29 807-FWR-08g	RISER ASSEMBLY, 2 INCH, GALVANIZED, WITH 1800W P/C AND BRACKET	EACH	н	\$825.00	\$825.00
	30 807.1-FWU	CROSSWALK SIGN WITH DOWNLIGHTING, LED	EACH	1	\$5,200.00	\$5,200.00
	31 807-FWR-13	LUMINAIRE (RAR1-80L-25-3K7-2-R-UNV-MAF-LGS) (RAR1-80L-25-3K7-2-L-UNV-MAF-LGS)	EACH	7	\$600.00	\$1,200.00
	32 801-FWR	MAINTENANCE OF TRAFFIC	MUSI	٠··i	\$2,000.00	\$2,000.00
	33 802-04313	SIGN, "STOP"	EACH	e	\$175.00	\$525.00
	34 802-04314	SIGN, "NO MOTOR VEHICLES"	EACH	7	\$200.00	\$400.00
	35 802-07057	SIGN, SHEET, ASSEMBLY, TYPE "A" (See Detail)	EACH	7	\$250.00	\$500.00
	36 802-07058	SIGN, SHEET, ASSEMBLY, TYPE "B" (See Detail)	EACH	2	\$250.00	\$500.00
	37 802-04250	SIGN, TRAIL INFORMATION, "TRAIL CLOSED" (With Posts and Chain)	EACH	7	\$425.00	\$425.00
	38 808-10069	PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT, "ROAD"	EACH	1	\$225.00	\$225.00
	39 808-10070	PAVEMENT MESSAGE MARKINGS MULTI-COMPONENT, "XING"	EACH	m	\$225.00	\$675.00
	40 808-10192	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, PAINT, BIKE SYMBOL	EACH	2	\$160.00	\$320.00
	41 808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	ᆸ	90	\$17.00	\$1,020.00
;	42 808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN .	ဌ	임	\$12.00	\$120.00
Allowance						\$25,000.00
Base Bid Total:	43 109-04299	FORCE ACCOUNT WORK/WORK ALLOWANCE	ISUM	⊷	\$25,000.00	\$25,000.00
						2011,002,000

CITY OF FORT WAYNE, INDIANA

API CONSTRUCTION CORP
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

a.	If any individuals have either of the following financial int that apply and provide their names and addresses (attach	
	(i) Equity ownership exceeding 5%	()
	(ii) Distributable income share exceeding 5%	()
	(iii) Not Applicable (If N/A, go to Section 2)	()
	Name:	Name:
	Address:	Address:
b.	For each individual listed in Section 1a. show his/her type of	of equity ownership:
	sole proprietorship () stock () partnership interest () units (LLC) () other (explain)	
C.	For each individual listed in Section 1a. show the percenta ownership interest:	ge of ownership interest in Vendor (or its parent):
	Name:	%
	Name:	%

a.	City employment, currently or in the previous 3 years, including contractual employment for services: Yes No _X
b.	City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)
	Including contractual employment for services in the previous 3 years: Yes No _X
C.	Relationship to Member of Immediate Family holding <u>elective</u> City office currently or in the previous 3 years: Yes No _X
	Disclosure of other contract and procurement related information Does Vendor have <u>current</u> contracts (including leases) with the City? Yes X No
a.	If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).
	GULF STREAM DR STORM WATER - W.O.#83762 DATED 6/9/20 - CONTACT RON SHEPPAR LE STORM & SIDEWALKS IMPROVEMENT - W.O.#83571 DATED 2/2/21 - CONTACT RON SHE
b.	Does Vendor have $\underline{\text{pending}}$ contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes No \underline{X}
	If "Yes", identify each pending matter with descriptive information including bid or project number,

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

Section 2:

c.	Does vendor have any existing employees that are also employed by the City of Fort Wayne?
	Yes No _X
	If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).
	Name / Position / Payment Terms:
	Name / Position / Payment Terms:
	Name / Position / Payment Terms:
d.	Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).
	Company / Name / Payment Terms:
	Company / Name / Payment Terms:

Section 4: CERTIFICATION OF DISCLOSURES

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

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

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

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

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

API CONSTRUCTION CORP	PO BOX 191 LAOTTO, IN 46763				
(Name of Vendor)	Address 260) 897-2743				
	Telephone				
	a.beougher@apiland.net				
	E-Mail Address				

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

Name (Printed) AARON LYRARGER	Title_	PRESIDENT
Signature	Date	2/26/21
	_	

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

COUNCIL DIGEST SHEET

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

Fishing Line Trail - Ludwig Road to Cook Rd

RFPs & RIDS	R	H	9	æ	\mathbf{R}	m	S
-------------	---	---	---	---	--------------	---	---

Bid/RFP#	0501R
Awarded To	
Amount	
Conflict of interest on file?	X Yes
Number of Registrants	9
Number of Bidders	
Required Attachments	Common Council Supplemental, Bid Tabulation, Award, Contract,
	Vendor Disclosure Statement

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID	0501R
(State, Federal,	
PiggybackAuthority)	
Sole Source/	N/A
Compatibility Justification	

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 PRO	DJECT / NEED
Identify need for project &	
describe project; attach	Please see attached Common Council Supplemental
supporting documents as	
necessary.	
REQUEST FOR SUSPE	NSION OF RULES
Provide justification if	
Provide justification if prior approval is being	NSION OF RULES N/A
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Provide justification if prior approval is being requested. FUNDING SOURCE Account Information.	N/A
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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

FISHING LINE TRAIL - LUDWIG RD TO COOK RD

Action Requested:

Requesting an Ordinance approving the **FISHING LINE TRAIL - LUDWIG RD TO COOK RD** project pursuant to the Board of Public Works Resolution #0501R and an award to **API Construction Corp** in the amount of \$304,285.00.

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

Description and Scope of the Work:

That it is deemed necessary to improve: The former Grand Rapids – Indiana Railroad corridor (nicknamed "The Fishing Line") by constructing a 10 foot wide asphalt trail from the north side of Ludwig Road to the south side of Cook Road. The project includes a modular block wall, ADA curb ramps, signage, a restnode, park benches, handrailing, overhead crosswalk lighting on Ludwig Road, a trash receptacle, pavement markings and erosion control measures.