

BILL NO. S-20-12-02

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT - BLUFFTON ROAD SIDEWALKS, PHASE I - RESOLUTION #02965 - \$461,057.20 between MALOTT CONTRACTING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the CONSTRUCTION CONTRACT - BLUFFTON ROAD SIDEWALKS, PHASE I - RESOLUTION #02965 - \$461,057.20 by and between MALOTT CONTRACTING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Bluffton Road Sidewalks, Phase I - Bluffton Road between Winchester Rd, Engle Rd, and Manito Blvd by adding sidewalk to connect existing pedestrian infrastructure. Project will also include curb ramps for ADA accessibility, APS buttons, new drive approaches, and grading;

involving a total cost of FOUR HUNDRED SIXTY-ONE THOUSAND FIFTY-SEVEN AND 20/100 DOLLARS - (\$461,057.20). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

Bid Tabulation

Proj:	B-5000 Road S-Bway 45, Ph. 1	TOTAL: \$334,925.00				TOTAL: \$461,057.20		TOTAL: \$479,307.00		TOTAL: \$497,787.50		TOTAL: \$571,396.55	
Bid Date:	11/05/20	RES. NO. / W/O 02965				% over 0.00% % under 13.81%		% over 0.00% % under 10.40%		% over 0.00% % under 6.84%		% over 6.82% % under 0.00%	
ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	BIDDER: Valotti Contracting	AMOUNT (\$)	BIDDER: Hipsak Ind Concrete	AMOUNT (\$)	BIDDER: Garcia Concrete	AMOUNT (\$)	BIDDER: Primco Inc.	AMOUNT (\$)
1	Excavation, Common	430	CYS	\$30.00	\$12,900.00	\$35.00	\$15,045.00	\$30.00	\$12,900.00	\$28.50	\$12,255.00	\$65.00	\$27,950.00
2	Removal of Concrete	750	SYS	\$15.00	\$11,700.00	\$8.00	\$6,000.00	\$12.00	\$9,000.00	\$15.50	\$11,625.00	\$18.25	\$12,675.00
3	Removal of Curb	500	LFT	\$20.00	\$10,000.00	\$9.42	\$4,710.00	\$15.00	\$7,500.00	\$15.00	\$7,500.00	\$10.00	\$5,000.00
4	Concrete for Sidewalk (4')	1035	SYS	\$55.00	\$56,925.00	\$50.00	\$51,750.00	\$46.00	\$47,610.00	\$48.50	\$50,197.50	\$63.45	\$70,845.75
5	Concrete for Curbside Walk (6')	900	SYS	\$65.00	\$58,500.00	\$70.00	\$63,000.00	\$62.00	\$55,800.00	\$78.00	\$70,200.00	\$83.00	\$79,200.00
6	Concrete Wingwalk and Ramps	60	SYS	\$95.00	\$7,600.00	\$93.00	\$7,840.00	\$125.00	\$10,000.00	\$110.00	\$8,600.00	\$161.00	\$12,920.00
7	Concrete for Commercial Drives (8')	550	SYS	\$95.00	\$55,100.00	\$78.00	\$45,240.00	\$72.00	\$41,760.00	\$78.00	\$45,240.00	\$87.05	\$50,489.00
8	Concrete Curb, All Types	170	LFT	\$30.00	\$5,100.00	\$25.00	\$4,250.00	\$30.00	\$5,100.00	\$35.00	\$5,950.00	\$40.50	\$6,885.00
9	Compacted Aggregate, No. 53 Stone	340	TON	\$35.00	\$11,900.00	\$28.60	\$9,724.00	\$30.00	\$10,200.00	\$30.00	\$10,200.00	\$35.00	\$11,900.00
10	Hydroseeding with Hydrofix or Equivalent for Erosion and Sediment Control with Straw Cover	2100	SYS	\$5.00	\$10,500.00	\$5.29	\$11,109.00	\$3.75	\$7,875.00	\$5.80	\$12,180.00	\$3.75	\$7,875.00
11	Topsoil	175	TON	\$30.00	\$5,250.00	\$50.00	\$8,650.00	\$47.00	\$8,225.00	\$40.00	\$7,000.00	\$42.00	\$7,350.00
12	ADA Solutions, Amer-Tite, Amocoast, or Approved Equal Replaceable Mount 2x9 Composite Wetset Traffic Warning Unit, Brick Red	12	EA	\$250.00	\$3,000.00	\$250.00	\$3,000.00	\$300.00	\$3,600.00	\$200.00	\$2,400.00	\$350.00	\$4,200.00
13	Borrow (Undistributed)	200	TON	\$40.00	\$8,000.00	\$17.60	\$3,520.00	\$15.00	\$3,000.00	\$27.00	\$8,400.00	\$23.25	\$4,650.00
14	Adjust Manhole to Grade	7	EA	\$450.00	\$3,150.00	\$154.00	\$1,078.00	\$500.00	\$3,500.00	\$275.00	\$1,925.00	\$275.00	\$1,925.00
15	Rip Rap, Including Fabric (Undistributed)	50	TON	\$25.00	\$1,250.00	\$40.70	\$2,035.00	\$50.00	\$2,500.00	\$40.00	\$2,000.00	\$75.00	\$3,750.00
16	Adjust Water Valve	3	EA	\$350.00	\$1,050.00	\$93.50	\$280.50	\$200.00	\$600.00	\$175.00	\$525.00	\$275.00	\$825.00
17	Soil Manhole Casting Furnish and Adjust	9	EA	\$750.00	\$6,750.00	\$455.00	\$4,095.00	\$750.00	\$6,750.00	\$580.00	\$5,220.00	\$550.00	\$4,950.00
18	Decorative Stone, No. 2 River Rock	10	TON	\$50.00	\$500.00	\$126.50	\$1,265.00	\$100.00	\$1,000.00	\$85.00	\$850.00	\$90.00	\$900.00
19	Construction Signs, Type 'A'	7	EA	\$120.00	\$840.00	\$220.00	\$1,540.00	\$200.00	\$1,400.00	\$300.00	\$2,100.00	\$160.00	\$1,120.00
20	Sediment Inlet Protector Device or Approved Equal for Sediment Control	13	EA	\$75.00	\$975.00	\$100.00	\$1,300.00	\$50.00	\$650.00	\$35.00	\$455.00	\$50.00	\$650.00
21	Clearing, Grubbing, Landscape Removal	1	LSUM	\$3,500.00	\$3,500.00	\$4,550.00	\$4,550.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$11,000.00	\$11,000.00
22	W Beam Guardrail	40	LFT	\$50.00	\$2,000.00	\$85.00	\$3,400.00	\$100.00	\$4,000.00	\$97.00	\$3,880.00	\$30.00	\$1,200.00
23	INDOT Type DS End Section	2	EA	\$3,000.00	\$6,000.00	\$350.00	\$700.00	\$1,000.00	\$2,000.00	\$275.00	\$550.00	\$4,000.00	\$8,000.00
24	Relocate Manhole	2	EA	\$250.00	\$500.00	\$125.00	\$250.00	\$200.00	\$400.00	\$450.00	\$900.00	\$290.00	\$580.00
25	Pavement Markings, Epoxy, White, 6" Cross Walk	500	LFT	\$4.00	\$2,000.00	\$5.90	\$2,950.00	\$4.80	\$2,400.00	\$5.00	\$2,500.00	\$4.00	\$2,000.00
26	Pavement Markings, Epoxy, White, 24" Stop Bar	130	LFT	\$30.00	\$3,900.00	\$14.85	\$1,930.50	\$17.40	\$2,262.00	\$18.00	\$2,340.00	\$10.50	\$1,365.00
27	Remove Existing Pavement Markings, All Types	1	LSUM	\$2,000.00	\$2,000.00	\$1,210.00	\$1,210.00	\$1,235.00	\$1,235.00	\$1,500.00	\$1,500.00	\$555.00	\$555.00
28	(L-1) Existing Light Pole Assembly, Remove and Transport	2	EA	\$650.00	\$1,300.00	\$412.50	\$825.00	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$375.00	\$750.00
29	(L-2) Existing Concrete Base, Completely Remove and Backfill	3	EA	\$1,100.00	\$3,300.00	\$200.00	\$600.00	\$400.00	\$1,200.00	\$750.00	\$2,250.00	\$1,150.00	\$3,450.00
30	(L-3) Existing Light Pole Assembly, Remove and Relocate (#018)	1	EA	\$850.00	\$850.00	\$605.00	\$605.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$550.00	\$550.00
31	(L-4) Concrete Light Base, 24" X 66" with Rebar Cage	1	EA	\$1,200.00	\$1,200.00	\$1,265.00	\$1,265.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,150.00	\$1,150.00
32	(L-5) Mast Arm, 12', On Existing Wood Pole	1	EA	\$425.00	\$425.00	\$742.50	\$742.50	\$675.00	\$675.00	\$750.00	\$750.00	\$675.00	\$675.00
33	(L-6) Mast Arm, 8', On Existing Wood Pole	1	EA	\$300.00	\$300.00	\$687.50	\$687.50	\$525.00	\$525.00	\$750.00	\$750.00	\$625.00	\$625.00
34	(L-7) 20# Aerial Conductor, Span	2	EA	\$300.00	\$600.00	\$786.50	\$1,573.00	\$200.00	\$400.00	\$250.00	\$500.00	\$715.00	\$1,430.00
35	(L-8) Existing Wood Pole, Relocate and Backfill Void	1	EA	\$500.00	\$500.00	\$533.50	\$533.50	\$750.00	\$750.00	\$550.00	\$550.00	\$485.00	\$485.00
36	(L-9) LED Luminaire, 135W, In-Place	2	EA	\$600.00	\$1,200.00	\$766.50	\$1,533.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00	\$715.00	\$1,430.00

[illegible]



Notice of Award

12/1/2020

Project: Bluffton Road Sidewalks, Phase 1

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0296S

Bidder: Malott Contracting

Bidder's Address: PO Box 292

Kendallville, IN 46755

You are notified that your Bid dated 11/19/2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Bluffton Road Sidewalks, Phase 1

Bluffton Road between Winchester Rd, Engle Rd, and Manito Blvd by adding sidewalk to connect existing pedestrian infrastructure. Project will also include curb ramps for ADA accessibility, APS buttons, new drive approaches, and grading.

The Contract Price of your Contract is \$461,057.20.

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

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

1. Deliver to the Owner **[1]** fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the Contract security [Bonds] as specified in the Instructions to Bidders.
 - a. Performance Bond
 - b. Payment Bond
 - c. Certificates of Insurance
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document, pursuant to Article 19 of the Instructions to Bidders.
4. Deliver executed Vendor Disclosure Statement (Must have one on file annually with the City of Fort Wayne).
5. Deliver executed E-Verify Affidavit.
6. Deliver executed Drug Policy Acknowledgement Form.



Notice of Award

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

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

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

A blue ink signature of Shan Gunawardena, written in a cursive style, positioned above a horizontal line.

Shan Gunawardena, Chair

A blue ink signature of Kumar Menon, written in a cursive style, positioned above a horizontal line.

Kumar Menon, Member

A blue ink signature of Chris Guerrero, written in a cursive style, positioned above a horizontal line.

Chris Guerrero, Member

ATTEST:

A blue ink signature of Michelle Fulk-Vondran, written in a cursive style, positioned above a horizontal line.

Michelle Fulk-Vondran, Clerk

Date: 12.1.2020

cc: Project Manager

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

RESOLUTION/WORK ORDER # **0296S**

This Agreement is by and between the City of Fort Wayne – Board of Public Works (“Owner”) and **Malott Contracting** (“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: **Bluffton Road between Winchester Rd, Engle Rd, and Manito Blvd by adding sidewalk to connect existing pedestrian infrastructure. Project will also include curb ramps for ADA accessibility, APS buttons, new drive approaches, and grading.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Bluffton Road Sidewalks, Phase 1**

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 **8/6/2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **8/13/2021.**

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 **\$461,057.20.**

ARTICLE 6—PAYMENT PROCEDURES

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

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

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

6.03 *Final Payment*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **27** sheets with each sheet bearing the following general title: **BLUFFTON ROAD SIDEWALKS, PH. 1**
 7. Addenda (numbers [number] to [number], inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Drug Policy Acknowledgement Form (Project Bids under \$150,000.00) or Written copy of Contractors Drug Policy (Project Bids over \$150,000.00)
 - b. E-Verify Affidavit

- c. Escrow account agreement
- 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences,

and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

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

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

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County.

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this ____ day of _____, 20__, personally appeared the within named **Thomas C. Henry, Shan Gunawardena, Kumar Menon, 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 **0296S**).

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

CONTRACTOR

Malott Contracting

OWNER

CITY OF FORT WAYNE

BY: _____
Print Name _____

BY: _____
THOMAS C. HENRY, MAYOR

TITLE: _____

BOARD OF PUBLIC WORKS

DATE: _____
(Date signed by Contractor)

BY: _____
SHAN GUNAWARDENA, CHAIR

Address for giving notices:

BY: _____
KUMAR MENON, MEMBER

BY: _____
CHRIS GUERRERO, MEMBER

ATTEST: _____
MICHELLE FULK-VONDRAN, CLERK

DATE: _____
(Date signed by Board)

02965 - Bluffton Road Sidewalks Phase 1 (#7362499)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

11/19/2020 02:00 PM EST

Section Title Line Item Item Code Item Description			Mafott Contracting, Inc.		
			UoFM	Quantity	Unit Price Extension
Bluffton Road Sidewalks, Ph. 1					\$411,057.20
1	1	Excavation, Common	CYS	430	\$35.09 \$15,088.70
2	2	Removal of Concrete	SYS	780	\$8.80 \$6,864.00
3	3	Removal of Curb	LFT	500	\$8.42 \$4,210.00
4	4	Concrete for Sidewalk (4")	SYS	1035	\$50.00 \$51,750.00
5	5	Concrete for Curbface Walk (6")	SYS	900	\$70.00 \$63,000.00
6	6	Concrete Wingwalk and Ramps	SYS	80	\$98.00 \$7,840.00
7	7	Concrete for Commercial Drives (8")	SYS	580	\$78.00 \$45,240.00
8	8	Concrete Curb, All Types	LFT	170	\$25.00 \$4,250.00
9	9	Compacted Aggregate, No. 53 Stone	TON	340	\$28.60 \$9,724.00
10	10	Hydroseeding with Hydrostik or Equivalent for Erosion and Sediment Control with Straw Cover	SYS	2100	\$5.29 \$11,109.00
11	11	Topsoil	TON	175	\$50.60 \$8,855.00
12	12	ADA Solutions, Armor-Tile, Armorcast, or Approved Equal Replaceable Mount 2'x5' Composite Wetset Tactile Warning Unit,	EA	12	\$250.00 \$3,000.00
13	13	Borrow (Undistributed)	TON	200	\$17.60 \$3,520.00
14	14	Adjust Manhole to Grade	EA	7	\$154.00 \$1,078.00
15	15	Rip Rap, including Fabric (Undistributed)	TON	50	\$40.70 \$2,035.00
16	16	Adjust Water Valve	EA	3	\$93.50 \$280.50
17	17	Solid Manhole Casting Furnish and Adjust	EA	9	\$495.00 \$4,455.00
18	18	Decorative Stone, No. 2 River Rock	TON	10	\$126.50 \$1,265.00
19	19	Construction Signs, Type 'A'	EA	7	\$220.00 \$1,540.00
20	20	Sedguard Inlet Protector Device or Approved Equal for Sediment Control	EA	13	\$100.00 \$1,300.00
21	21	Clearing, Grubbing, Landscape Removal	LSUM	1	\$4,950.00 \$4,950.00
22	22	W Beam Guardrail	LFT	40	\$85.00 \$3,400.00
23	23	INDOT Type OS End Section	EA	2	\$350.00 \$700.00
24	24	Relocate Mailbox	EA	2	\$125.00 \$250.00
25	25	Pavement Markings, Epoxy, White, 6" Cross Walk	LFT	500	\$5.50 \$2,750.00
26	26	Pavement Markings, Epoxy, White, 24" Stop Bar	LFT	130	\$14.85 \$1,930.50
27	27	Remove Existing Pavement Markings, All Types	LSUM	1	\$1,210.00 \$1,210.00
28	28	(L-1) Existing Light/Pole Assembly, Remove and Transport	EA	2	\$412.50 \$825.00
29	29	(L-2) Existing Concrete Base, Completely Remove and Backfill	EA	3	\$200.00 \$600.00
30	30	(L-3) Existing Light/Pole Assembly, Remove and Relocate (#018)	EA	1	\$605.00 \$605.00
31	31	(L-4) Concrete Light Base, 24" X 96" with Rebar Cage	EA	1	\$1,265.00 \$1,265.00
32	32	(L-5) Mast Arm, 12', On Existing Wood Pole	EA	1	\$742.50 \$742.50
33	33	(L-6) Mast Arm, 8', On Existing Wood Pole	EA	1	\$687.50 \$687.50
34	34	(L-7) 2C/6 Aerial Conductor, Span	EA	2	\$786.50 \$1,573.00
35	35	(L-8) Existing Wood Pole, Relocate and Backfill Void	EA	1	\$533.50 \$533.50
36	36	(L-9) LED Luminaire, 135W, In-Place	EA	2	\$786.50 \$1,573.00
37	37	Signal Wire, 12C/14	LFT	1080	\$2.30 \$2,484.00
38	38	Signal Wire, 5C/14	LFT	780	\$1.95 \$1,521.00
39	39	Signal Wire, 3C/14	LFT	780	\$1.75 \$1,365.00
40	40	2" Steel Conduit	LFT	600	\$17.60 \$10,560.00

41	41 Controller and Cabinet, P1	EA	2	\$21,725.00	\$43,450.00
42	42 Cabinet Foundation, P1	EA	2	\$1,550.00	\$3,100.00
43	43 Pedestrian Signal Head	EA	2	\$594.00	\$1,188.00
44	44 Signal Pedestal Foundation, A	EA	8	\$434.50	\$3,476.00
45	45 APS Pedestrian Push Button, POLARA 2-Wire	EA	8	\$1,732.50	\$13,860.00
46	46 Signal Pole, Pedestal, 10'	EA	5	\$731.50	\$3,657.50
47	47 Signal Pole, Pedestal, 4'	EA	1	\$495.00	\$495.00
48	48 3C/8GA Service Cable	LFT	150	\$3.85	\$577.50
49	49 Relocate Existing Pedestal Pole and Pedestrian Signal Heads	EA	2	\$330.00	\$660.00
50	50 Relocate Existing Pedestrian Signal Head	EA	4	\$236.00	\$944.00
51	51 Mobilization/Demobilization	LSUM	1	\$16,900.00	\$16,900.00
52	52 Maintenance of Traffic	LSUM	1	\$31,320.00	\$31,320.00
53	53 Construction Engineering	LSUM	1	\$5,500.00	\$5,500.00
Allowance					\$50,000.00
54	54 Work Allowance	LSUM	50000	\$1.00	\$50,000.00
Base Bid Total:					\$461,057.20

CITY OF FORT WAYNE, INDIANA

Malott Contracting, Inc
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

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

Name: _____ Name: _____

Address: _____ Address: _____

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

sole proprietorship ☐ stock ☐
partnership interest ☐ units (LLC) ☐
other (explain) _____

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

Name: _____ %

Name: _____ %

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

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

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

Yes _____ No X

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

Including contractual employment for services in the previous 3 years:

Yes _____ No X

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

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

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

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: N/A

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

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

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

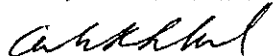
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to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

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

Malott Contracting
(Name of Vendor)

PO Box 292 Kendallville, IN
Address 46755
(260) 385-1100
Telephone
andy5@malottcontracting.com
E-Mail Address

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

Name (Printed) Andrew Schenkel Title Treasurer
Signature  Date 3-13-2020

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

COUNCIL DIGEST SHEET

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

Bluffton Road Sidewalks, Phase 1

RFPs & BIDS

Bid/RFP #	0296S
Awarded To	Malott Contracting
Amount	\$461,057.20
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	9
Number of Bidders	4
Required Attachments	Council Supplemental, Bid Tabulation, Signed Award, Proposed Contract, Vendor Disclosure

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	0296S
Sole Source/ Compatibility Justification	N/A

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

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

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Please see attached Common Council Supplemental

REQUEST FOR SUSPENSION OF RULES

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

FUNDING SOURCE

<i>Account Information.</i>	LIT



FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Bluffton Road Sidewalks, Phase 1

Action Requested:

Requesting an Ordinance approving the **Bluffton Road Sidewalks, Phase 1** project pursuant to the Board of Public Works Resolution #0296S and an award to **Malott Contracting** in the amount of **\$461,057.20**.

Note: Malott Contracting was the lowest, most responsive bidder among 4 bidders.

Description and Scope of the Work:

Bluffton Road between Winchester Rd, Engle Rd, and Manito Blvd by adding sidewalk to connect existing pedestrian infrastructure. Project will also include curb ramps for ADA accessibility, APS buttons, new drive approaches, and grading.