

1 **BILL NO. S-19-11-02**

2 SPECIAL ORDINANCE NO. S-~~149-19~~

3 AN ORDINANCE approving BLUFFTON ROAD
4 SIDEWALK CONSTRUCTION PHASE 3 -
5 RESOLUTION/WORK ORDER #0311S (\$161,848.70)
6 between MALOTT CONTRACTING and the City of
7 Fort Wayne, Indiana, in connection with the Board of
8 Public Works.

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

11 **SECTION 1.** That the BLUFFTON ROAD SIDEWALK
12 CONSTRUCTION PHASE 3 - RESOLUTION/WORK ORDER #0311S by and
13 between MALOTT CONTRACTING and the City of Fort Wayne, Indiana, in
14 connection with the Board of Public Works, is hereby ratified, and affirmed and
15 approved in all respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power,
17 transportation, miscellaneous equipment, etc., necessary for
18 Bluffton Road from Dunkleburg Road to 200 LF north of Airport
19 Expressway (East side) by constructing Phase 3 of new 5' wide
20 concrete sidewalk, project will also include ADA compliant
21 ramps, pedestrian push buttons, pedestrian crosswalks,
22 stormwater pipes and seed, mulch, and restoration;

23 involving a total cost of ONE HUNDRED SIXTY-ONE THOUSAND EIGHT
24 HUNDRED FORTY-EIGHT AND 70/100 DOLLARS - (\$161,848.70). A copy of
25 said Contract is on file with the Office of the City Clerk and made available for
26 public inspection, according to law.
27
28
29
30



Notice of Award

10/29/2019

Project: 0311S, Bluffton Road Sidewalk Construction, Phase 3

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0311S

Bidder: Malott Contracting

Bidder's Address: PO Box 292

Kendallville, IN 46755

You are notified that your Bid dated 10/22/2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 0311S, Bluffton Road Sidewalk Construction, Phase 3

Bluffton Road from Dunkleburg Road to 200 LF north of Airport Expressway (East side) by constructing Phase 3 of new 5' wide concrete sidewalk, project will also include ADA compliant ramps, pedestrian push buttons, pedestrian crosswalks, stormwater pipes and seed, mulch, and restoration

The Contract Price of your Contract is \$161,848.70.

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 Drug Policy Acknowledgement Form. (For projects over \$150,000.00 a copy of your drug testing program is required.)
5. Deliver executed E-Verify Affidavit.



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**

Handwritten signature of Shan Gunawardena in black ink.

Shan Gunawardena, Chair

Handwritten signature of Kumar Menon in black ink.

Kumar Menon, Member

Handwritten signature of Mike Avila in black ink.

Mike Avila, Member

ATTEST:

Handwritten signature of Michelle Fulk-Vondran in black ink.

Michelle Fulk-Vondran, Clerk

Date: 10.29.19

cc: Project Manager

Form 96
 Non-Collusion Affidavit
 Cert in Lieu of Financial Statement
 Bidder's Bond
 Street Barricade Maint Info
 EBE Declaration Form
 E-Verify Affidavit
 Attachment No. 1
 Attachment No. 2
 Attachment No. 3

best bid column

ITEM NO.	ITEM	PLAN QTY	UNIT	RES. NO.: M.O. NO.: 0311S 0311S Estimate	TOTAL: \$144,000.00			TOTAL: \$181,848.70			TOTAL: \$105,991.00			TOTAL: \$169,947.99			TOTAL: \$187,500.00		
					BIDDER: \$% over % under			BIDDER: \$% over % under			BIDDER: \$% over % under			BIDDER: \$% over % under			BIDDER: \$% over % under		
					AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1	Common Excavation	85	CY		\$4,250.00	\$50.00	\$5,407.50	\$67.00	\$4,845.00	\$57.00	\$4,845.00	\$57.00	\$5,407.50	\$67.00	\$5,407.50	\$67.00	\$5,407.50	\$67.00	
2	Concrete Sidewalk (4")	350	SY		\$22,750.00	\$65.00	\$21,000.00	\$60.00	\$18,550.00	\$53.00	\$18,550.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00	\$22,750.00	\$65.00	
3	Concrete Curb Type III	40	LF		\$1,400.00	\$35.00	\$1,400.00	\$35.00	\$1,880.00	\$47.00	\$1,880.00	\$35.00	\$1,400.00	\$35.00	\$1,400.00	\$35.00	\$1,800.00	\$45.00	
4	Concrete Walkways and Ramps	27	SY		\$3,240.00	\$120.00	\$2,700.00	\$100.00	\$2,892.00	\$106.00	\$2,892.00	\$100.00	\$3,240.00	\$100.00	\$3,240.00	\$100.00	\$3,240.00	\$120.00	
5	2"x2" Composite Wood Traffic Warning Lites, Black Red	5	EA		\$1,250.00	\$250.00	\$1,375.00	\$284.00	\$1,470.00	\$294.00	\$1,470.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$250.00	
6	Paint in Center Curb for Refuge Island (Curb 6" Tall)	4	SY		\$300.00	\$75.00	\$1,000.00	\$141.00	\$564.00	\$141.00	\$564.00	\$75.00	\$300.00	\$75.00	\$300.00	\$75.00	\$300.00	\$75.00	
7	Type "O" Compacted Aggregate for Base #3	125	TN		\$4,500.00	\$36.00	\$3,312.50	\$42.00	\$5,250.00	\$42.00	\$5,250.00	\$36.00	\$4,500.00	\$36.00	\$4,500.00	\$36.00	\$4,375.00	\$35.00	
8	Backfill Behind Curb	7	TN		\$350.00	\$50.00	\$23.25	\$162.75	\$400.00	\$23.85	\$400.00	\$50.00	\$350.00	\$50.00	\$350.00	\$50.00	\$350.00	\$50.00	
9	Remove Tree, 6"	1	EA		\$500.00	\$500.00	\$201.50	\$201.50	\$250.00	\$250.00	\$250.00	\$500.00	\$201.50	\$201.50	\$201.50	\$201.50	\$201.50	\$201.50	
10	Remove Tree, 10"	1	EA		\$1,000.00	\$1,000.00	\$851.50	\$851.50	\$750.00	\$750.00	\$750.00	\$1,000.00	\$851.50	\$851.50	\$851.50	\$851.50	\$851.50	\$851.50	
11	Linear Grading	5	RTA		\$600.00	\$600.00	\$1,859.00	\$1,859.00	\$1,290.00	\$1,290.00	\$1,290.00	\$600.00	\$1,859.00	\$1,290.00	\$1,290.00	\$1,290.00	\$1,290.00	\$1,290.00	
12	Borrow (Fill, Compacted and In-Place)	950	TN		\$23,550.00	\$24.68	\$15,200.00	\$16.00	\$23,740.00	\$25.00	\$23,740.00	\$24.68	\$15,200.00	\$24.68	\$15,200.00	\$24.68	\$17,575.00	\$18.50	
13	Adjust Casing to Grade	2	EA		\$700.00	\$350.00	\$1,528.00	\$405.00	\$980.00	\$495.00	\$980.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	
14	12" RCP Pipe (Installed Complete and In-Place)	24	LF		\$720.00	\$30.00	\$1,848.00	\$78.00	\$1,872.00	\$78.00	\$1,872.00	\$30.00	\$720.00	\$30.00	\$720.00	\$30.00	\$720.00	\$30.00	
15	12" Pipe End Section	2	EA		\$275.00	\$275.00	\$253.00	\$253.00	\$205.00	\$205.00	\$205.00	\$275.00	\$253.00	\$253.00	\$253.00	\$253.00	\$253.00	\$253.00	
16	15" RCP Pipe (Installed Complete and In-Place)	48	LF		\$75.00	\$1.56	\$3,576.00	\$81.00	\$3,888.00	\$86.00	\$3,888.00	\$1.56	\$75.00	\$1.56	\$3,576.00	\$1.56	\$6,960.00	\$144.00	
17	15" Pipe End Section	4	EA		\$300.00	\$300.00	\$192.50	\$192.50	\$395.00	\$395.00	\$395.00	\$300.00	\$192.50	\$192.50	\$192.50	\$192.50	\$192.50	\$192.50	
18	18" RCP Pipe (Installed Complete and In-Place)	32	LF		\$80.00	\$2.50	\$2,080.00	\$67.75	\$2,128.00	\$67.75	\$2,128.00	\$2.50	\$80.00	\$2.50	\$2,080.00	\$2.50	\$5,600.00	\$175.00	
19	18" Pipe End Section	2	EA		\$350.00	\$350.00	\$383.00	\$383.00	\$495.00	\$495.00	\$495.00	\$350.00	\$383.00	\$383.00	\$383.00	\$383.00	\$383.00	\$383.00	
20	Rip, Rip, Resurface with Geotextile Priming with Synthetic or Geotextile Polymer for Erosion and 21 Sediment Control with Stone Cove	50	SY		\$40.00	\$2.00	\$1,285.00	\$25.30	\$1,285.00	\$49.00	\$1,285.00	\$2.00	\$40.00	\$2.00	\$1,285.00	\$2.00	\$1,285.00	\$2.00	
22	Tosol	1250	SY		\$5.50	\$5.50	\$6,625.00	\$5.17	\$6,462.50	\$4.00	\$6,462.50	\$5.17	\$5.50	\$5.17	\$5.50	\$5.17	\$5.50	\$5.17	
23	Transverse Mering, Epoxy Paint, White, Crosswalk Line, 6"	102	TN		\$40.00	\$4.00	\$4,080.00	\$44.00	\$4,488.00	\$47.00	\$4,488.00	\$4.00	\$40.00	\$4.00	\$4,080.00	\$4.00	\$4,488.00	\$4.00	
24	Transverse Mering, Epoxy Paint, White, Stop Bar, 24"	319	LF		\$3.00	\$3.00	\$950.00	\$7.70	\$2,463.00	\$7.70	\$2,463.00	\$3.00	\$3.00	\$3.00	\$950.00	\$3.00	\$950.00	\$3.00	
25	Remove Existing Crosswalk Lines	75	LF		\$37.00	\$37.00	\$2,775.00	\$25.30	\$1,897.50	\$25.30	\$1,897.50	\$37.00	\$37.00	\$2,775.00	\$25.30	\$1,897.50	\$25.30	\$1,897.50	\$25.30
26	Remove Existing Crosswalk Lines	315	LF		\$5.00	\$5.00	\$1,575.00	\$1.65	\$519.75	\$1.65	\$519.75	\$5.00	\$5.00	\$1,575.00	\$1.65	\$519.75	\$1.65	\$519.75	\$1.65
27	Signal Wire, SC14	80	LF		\$10.00	\$10.00	\$800.00	\$4.75	\$380.00	\$4.75	\$380.00	\$10.00	\$10.00	\$800.00	\$4.75	\$380.00	\$4.75	\$380.00	\$4.75
28	Signal Wire, SC14	820	LF		\$2.25	\$2.25	\$2,070.00	\$3.30	\$2,700.00	\$3.30	\$2,700.00	\$2.25	\$2.25	\$2,070.00	\$3.30	\$2,700.00	\$3.30	\$2,700.00	\$3.30
29	2" Ewel Conduit	1130	LF		\$2.00	\$2.00	\$2,260.00	\$3.10	\$3,503.00	\$3.10	\$3,503.00	\$2.00	\$2.00	\$2,260.00	\$3.10	\$3,503.00	\$3.10	\$3,503.00	\$3.10
30	Podiation Signal Head	100	LF		\$45.00	\$45.00	\$3,850.00	\$38.50	\$3,850.00	\$38.50	\$3,850.00	\$45.00	\$45.00	\$3,850.00	\$38.50	\$3,850.00	\$38.50	\$3,850.00	\$38.50
31	Signal Pedestal Foundation, A	4	EA		\$400.00	\$400.00	\$902.50	\$68.00	\$2,472.00	\$68.00	\$2,472.00	\$400.00	\$400.00	\$902.50	\$68.00	\$2,472.00	\$68.00	\$2,472.00	\$68.00
		2	EA		\$700.00	\$700.00	\$1,352.00	\$1,176.00	\$1,352.00	\$1,176.00	\$1,352.00	\$700.00	\$700.00	\$1,352.00	\$1,176.00	\$1,352.00	\$1,176.00	\$1,352.00	\$1,176.00

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

RESOLUTION/WORK ORDER # 0311S

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 from Dunkelberg Road to 200L.F. North of Airport Expressway (East Side) by constructing Phase 3 of new 5' wide concrete sidewalk, project will also include ADA compliant ramps, pedestrian push buttons, pedestrian crosswalks, stormwater pipes and seed, mulch, and restoration.

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 Sidewalk Construction Phase 3

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 6/30/2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 7/10/2020.

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 **\$161,848.70**.

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 [9] sheets with each sheet bearing the following general title: **Bluffton Road Sidewalk Construction Phase 3**.
 7. Addenda (numbers [number] to [number], inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Drug Policy Acknowledgement Form (Projects under \$150,000.00) or Written copy of Contractors Drug Policy (Projects 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, Mike Avila, 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 0311S).

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

CONTRACTOR

OWNER

Malott Contracting

CITY OF FORT WAYNE

BY: _____
(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: _____
MIKE AVILA, MEMBER

ATTEST: _____
MICHELLE FULK-VONDRAN, CLERK

DATE: _____
(Date signed by Board)

#0311S

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

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

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

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, Inc.

(Name of Vendor)

PO Box 292 Kendallville, IN 46755

Address

(264) 385-1100

Telephone

andys@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 10-17-19

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



FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Bluffton Road Sidewalk Construction Phase 3

Action Requested:

Requesting an Ordinance approving the **Bluffton Road Sidewalk Construction Phase 3** project pursuant to the Board of Public Works Resolution #0311S and an award to **Malott Contracting** in the amount of **\$161,848.70**.

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

Description and Scope of the Work:

Bluffton Road from Dunkleburg Road to 200 LF north of Airport Expressway (East side) by constructing Phase 3 of new 5' wide concrete sidewalk, project will also include ADA compliant ramps, pedestrian push buttons, pedestrian crosswalks, stormwater pipes and seed, mulch, and restoration.

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 Sidewalk Construction, Phase 3

RFPs & BIDS

Bid/RFP #	0311S
Awarded To	Malott Contracting
Amount	\$161,848.70
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	7
Number of Bidders	4
Required Attachments	Council Digest Supplemental, Bid Tabulation Sheet, Signed Award, Proposed Contract, Vendor Disclosure

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	0311S
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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
--	-----

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	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 Funds

BILL NO. S-19-11-02

**REPORT OF COMMITTEE ON PUBLIC WORKS
November 19, 2019**

Paul Ensley Chair

Glynn Hines Co-Chair

All Council Members

An Ordinance approving Bluffton Road Sidewalk Construction Phase 3 – Resolution/Work Order #0311S between Malott Contracting and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$161,848.70

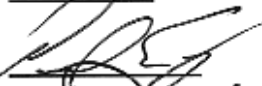


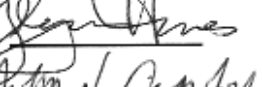
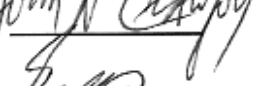
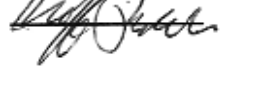
COMMITTEE ON PUBLIC WORKS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

LANA R. KEESLING CITY CLERK



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Ensley.

Read the second time by title and referred to the Public Works Committee.

Read the third time in full and on motion by Councilman Ensley, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: November 26, 2019



 STACY A. REED, DEPUTY CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-19-11-02 on the 26th day of November, 2019



 STACY A. REED
 DEPUTY CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th
 of November 2019, at the hour of 9:15 o'clock A.M. E.S.T.



 STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 2ND day of December
 2019, at the hour of 12:30 o'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA
RECEIVED
 DEC 02 2019
 LANA R. KEESLING
 CITY CLERK