

1 **BILL NO. S-21-05-02**

2 SPECIAL ORDINANCE NO. S- 60-21

3  
4 AN ORDINANCE approving CONSTRUCTION  
5 CONTRACT – ALLEY R00959/R00939 N-S, E-W:  
6 MCKINNEY AVE, LEXINGTON CT, S CALHOUN ST,  
7 S CLINTON ST - RESOLUTION/WORK ORDER  
8 #0446D between MALOTT CONTRACTING INC and  
9 the City of Fort Wayne, Indiana, in connection with the  
10 Board of Public Works.

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

13 **SECTION 1.** That the CONSTRUCTION CONTRACT – ALLEY  
14 R00959/R00939 N-S, E-W: MCKINNEY AVE, LEXINGTON CT, S CALHOUN ST,  
15 S CLINTON ST - RESOLUTION/WORK ORDER #0446D by and between  
16 MALOTT CONTRACTING INC and the City of Fort Wayne, Indiana, in connection  
17 with the Board of Public Works, is hereby ratified, and affirmed and approved in all  
18 respects, respectfully for:

19 All labor, insurance, material, equipment, tools, power,  
20 transportation, miscellaneous equipment, etc., necessary for  
21 CONCRETE T-SHAPED ALLEY(S) FROM MCKINNIE AVE.  
22 TO LEXINGTON CT. AND EAST OF S. CALHOUN ST. TO S.  
23 CLINTON ST., BY REMOVING AND REPLACING THE  
24 EXISTING CONCRETE ALLEY, RECONSTRUCTING ALLEY  
25 DRIVE APPROACHES AND ADJACENT SIDEWALK,  
26 INSTALLING AND ADJUSTING CASTINGS, AND  
27 RESTORATION;

28 involving a total cost of TWO HUNDRED THIRTY THOUSAND TWO HUNDRED  
29 TWENTY-SIX AND 42/100 DOLLARS - (\$230,226.42). A copy of said Contract is  
30 on file with the Office of the City Clerk and made available for public inspection,  
according to law.



**Bid Tabulation**

Proj: Alley Reconstruction - Calhoun, Clinton, McKimie, Lexington

Bid Date: 04/29/21

RES. NO. / W.O 0446D

		TOTAL		TOTAL		TOTAL		TOTAL	
		\$233,862.00		\$230,226.42		\$234,438.00			
		% over		0.00% % over		0.25%			
		% under		1.55% % under		0.00%			
		BIDDER:		BIDDER:		BIDDER:		BIDDER:	
		Malott Contracting		Malott Contracting		Key Concrete			
ITEM NO.	ITEM	PLAN QTY	UNIT	Estimate UNIT COST Est.(\$)	AMOUNT Est.(\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
5-06845	CONSTRUCTION ENGINEERING	1	LS	\$4,000.00	\$4,000.00	\$3,680.00	\$3,680.00	\$3,000.00	\$3,000.00
2-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$9,000.00	\$9,000.00	\$11,060.00	\$11,060.00	\$13,000.00	\$13,000.00
2-02240	PAVEMENT REMOVAL (ALLEY PAVEMENT - ALL TYPES)	1764	SYS	\$18.00	\$31,752.00	\$13.30	\$23,461.20	\$14.00	\$24,696.00
2-03615	CONCRETE, REMOVE	190	SYS	\$18.00	\$3,420.00	\$13.80	\$2,622.00	\$14.00	\$2,660.00
5-06933	TEMPORARY INLET PROTECTION	3	EA	\$75.00	\$225.00	\$112.00	\$336.00	\$70.00	\$210.00
4-11796	GEOGRID, TYPE 1B (TX-160 OR APPROVED EQUAL) (INCLUDES EXCAVATION) (UNDISTRIBUTED)	533	SYS	\$15.00	\$7,995.00	\$12.34	\$6,577.22	\$10.00	\$5,330.00
1-12234	COMPACTED AGGREGATE NO. 53	500	TON	\$35.00	\$17,500.00	\$28.00	\$14,000.00	\$30.00	\$15,000.00
FWR01	COMPACTED AGGREGATE NO. 73 (ADJACENT TO ALLEY - EXISTING STONE DRIVES)	30	TON	\$40.00	\$1,200.00	\$30.24	\$907.20	\$30.00	\$900.00
4-07480	HMA PATCHING, TYPE B	6	TON	\$200.00	\$1,200.00	\$196.00	\$1,176.00	\$160.00	\$960.00
FWR02	PCCP, 7 IN. (INVERTED ALLEY)	1764	SYS	\$60.00	\$105,840.00	\$60.50	\$106,722.00	\$68.00	\$119,952.00
4-06070	SIDEWALK, CONCRETE (4")	30	SYS	\$70.00	\$2,100.00	\$65.00	\$1,950.00	\$50.00	\$1,500.00
FWR05	CURBFACE SIDEWALK, CONCRETE	8	SYS	\$75.00	\$600.00	\$85.00	\$680.00	\$75.00	\$600.00
5-02278	CURB REMOVE (ALL TYPES)	20	LFT	\$20.00	\$400.00	\$10.08	\$201.60	\$20.00	\$400.00
5-06120	CURB, CONCRETE (ALL TYPES)	40	LFT	\$25.00	\$1,000.00	\$35.00	\$1,400.00	\$35.00	\$1,400.00
0-07713	PCCP FOR APPROACHES, 8 IN. (COMMERCIAL / ALLEY)	83	SYS	\$80.00	\$6,640.00	\$80.00	\$6,640.00	\$80.00	\$6,640.00
0-08446	PCCP FOR APPROACHES, 6 IN. (RESIDENTIAL) (UNDISTRIBUTED) HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT	112	SYS	\$75.00	\$8,400.00	\$75.00	\$8,400.00	\$70.00	\$7,840.00
FWR01	POLYMER FOR EROSION CONTROL AND STRAW MULCH	590	SYS	\$6.00	\$3,540.00	\$5.88	\$3,469.20	\$5.00	\$2,950.00
FWR19	TOPSOIL	50	TON	\$40.00	\$2,000.00	\$72.80	\$3,640.00	\$40.00	\$2,000.00
1-44000	CASTING, ADJUST TO GRADE	5	EA	\$250.00	\$1,250.00	\$196.00	\$980.00	\$200.00	\$1,000.00
FWR11	CASTING, 24" SOLID SANITARY, FURNISH AND ADJUST TO GRADE	4	EA	\$700.00	\$2,800.00	\$516.00	\$2,464.00	\$600.00	\$2,400.00
FWR01	MAINTENANCE OF TRAFFIC	1	LS	\$8,000.00	\$8,000.00	\$15,160.00	\$15,160.00	\$7,000.00	\$7,000.00
0-04299	FORCE ACCOUNT / WORK ALLOWANCE	15000	DOL	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00



## Notice of Award

5/11/2021

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Project: Alley R00959/R00939 North/South, East/West: McKinnie Ave, Lexington Ct, South Calhoun St, South Clinton St

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Owner: City of Fort Wayne Board of Works

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Resolution/Work Order #0446D

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Bidder: Malott Contracting, Inc.

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Bidder's Address: PO Box 292

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Kendallville, IN 46755

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You are notified that your Bid dated 4/29/2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Alley R00959/R00939 North/South, East/West: McKinnie Ave, Lexington Ct, South Calhoun St, South Clinton St

Concrete T-shaped Alley(s) from McKinnie Ave. to Lexington Ct. and East of S. Calhoun St. to S. Clinton St., by removing and replacing the existing concrete alley, reconstructing alley drive approaches and adjacent sidewalk, installing and adjusting castings, and restoration.

The Contract Price of your Contract is \$230,226.42.

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  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**

\_\_\_\_\_  
**Shan Gunawardena, Chair**

\_\_\_\_\_  
**Kumar Menon, Member**

\_\_\_\_\_  
**Chris Guerrero, Member**

**ATTEST:**

\_\_\_\_\_  
**Michelle Fulk-Vondran, Clerk**

Date: \_\_\_\_\_

cc: Project Manager

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

RESOLUTION/WORK ORDER # **0446D**

This Agreement is by and between the **City of Fort Wayne – Board of Public Works** ("Owner") and **Malott Contracting Inc** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Concrete T-shaped Alley(s) from McKinnie Ave. to Lexington Ct. and East of S. Calhoun St. to S. Clinton St., by removing and replacing the existing concrete alley, reconstructing alley drive approaches and adjacent sidewalk, installing and adjusting castings, 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: **Alley R00959/R00939 N-S, E-W: McKinnie Ave, Lexington Ct, S Calhoun St, S Clinton St**

## 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 **9/10/2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **9/17/2021.**

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 **\$230,226.42.**

#### 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 6 sheets with each sheet bearing the following general title: **Alley R00959 & R00939 S.-N. & W.-E. McKinnie Ave. to Lexington Ct. and S. Calhoun St. to S. Clinton St.**
  7. Addenda (numbers [N/A] to [N/A], 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 **0446D**).

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

**CONTRACTOR**

**OWNER**

**Malott Contracting Inc**

**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)

**0446D - Alley Reconst. McKinne Av, Lexington Ct.S. Calhoun St, S. Clinton St. (#7744073)**

Owner: Public Works  
 Solicitor: Fort Wayne IN, City of  
 04/29/2021 02:00 PM EDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
0446D - Alley Reconstruction	1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$3,680.00	\$3,680.00
	2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$11,060.00	\$11,060.00
	3	202-02240	PAVEMENT REMOVAL (ALLEY PAVEMENT - ALL TYPES)	SYS	1764	\$13.30	\$23,461.20
	4	202-23615	CONCRETE, REMOVE	SYS	190	\$13.80	\$2,622.00
	5	205-06933	TEMPORARY INLET PROTECTION	EA	3	\$112.00	\$336.00
	6	214-11796	GEOGRID, TYPE 1B (1X-160 OR APPROVED EQUAL [INCLUDES EXCAVATION] (UNDISTRIBUTED))	SYS	533	\$12.34	\$6,577.22
	7	301-12234	COMPACTED AGGREGATE NO. 53	TON	500	\$28.00	\$14,000.00
	8	301-FWR01	COMPACTED AGGREGATE NO. 73 (ADJACENT TO ALLEY - EXISTING STONE DRIVES)	TON	30	\$30.24	\$907.20
	9	304-07490	HMA PATCHING, TYPE B	TON	6	\$196.00	\$1,176.00
	10	502-FWR01	PCCP, 7 IN. (INVERTED ALLEY)	SYS	1764	\$60.50	\$106,722.00
	11	604-06070	SIDEWALK, CONCRETE (4")	SYS	30	\$55.00	\$1,650.00
	12	604-FWR01	CURBFACE SIDEWALK, CONCRETE	SYS	8	\$85.00	\$680.00
	13	605-02278	CURB REMOVE (ALL TYPES)	LFT	20	\$10.08	\$201.60
	14	605-06120	CURB, CONCRETE (ALL TYPES)	LFT	40	\$35.00	\$1,400.00
	15	610-07713	PCCP FOR APPROACHES, 8 IN. (COMMERCIAL / ALLEY)	SYS	83	\$80.00	\$6,640.00
	16	610-08446	PCCP FOR APPROACHES, 6 IN. (RESIDENTIAL) (UNDISTRIBUTED)	SYS	112	\$75.00	\$8,400.00
	17	621-FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	590	\$5.88	\$3,469.20
	18	621-FWR11	TOPSOIL	TON	50	\$72.80	\$3,640.00
	19	720-44000	CASTING, ADJUST TO GRADE	EA	5	\$196.00	\$980.00
	20	720-FWR11	CASTING, 24" SOLID SANITARY, FURNISH AND ADJUST TO GRADE	EA	4	\$616.00	\$2,464.00
	21	801-FWR01	MAINTENANCE OF TRAFFIC	LS	1	\$15,160.00	\$15,160.00
Allowance	22	109-04299	FORCE ACCOUNT / WORK ALLOWANCE	DOL	15000	\$1.00	\$15,000.00
<b>Base Bid Total:</b>							<b>\$230,226.42</b>

**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

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- 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

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

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**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).

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- 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).

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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:

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Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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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  
(766) 385-1100  
Telephone  
andy@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 [Handwritten Signature] Date 3-15-2021

**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.

**Alley North/South, East/West: McKinnie Ave, Lexington Ct, S Calhoun St, S Clinton St**

## RFPs & BIDS

Bid/RFP #	0446D
Awarded To	Malott Contracting
Amount	\$230,226.42
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	3
Number of Bidders	2
Required Attachments	Common Council Supplemental, Bid Tabulation, 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>	0446D
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
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## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; 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 - NR



FW PUBLIC WORKS

# Board of Public Works

*In Your Neighborhood*

## COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

### Alley North/South. East/West: McKinnie Ave, Lexington Ct, S Calhoun St, S Clinton St

#### Action Requested:

Requesting an Ordinance approving the **Alley North/South. East/West: McKinnie Ave, Lexington Ct, S Calhoun St, S Clinton St** project pursuant to the Board of Public Works Resolution #0446D and an award to **Malott Contracting** in the amount of **\$230,226.42**.

Note: Malott Contracting was the lowest, most responsive bidder among 2 bidders.

#### Description and Scope of the Work:

Concrete T-shaped Alley(s) from McKinnie Ave. to Lexington Ct. and East of S. Calhoun St. to S. Clinton St., by removing and replacing the existing concrete alley, reconstructing alley drive approaches and adjacent sidewalk, installing and adjusting castings, and restoration.

**BILL NO. S-21-05-02**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**May 25, 2021**

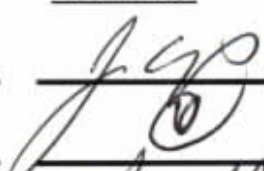

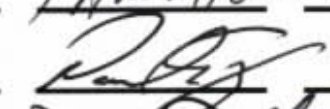


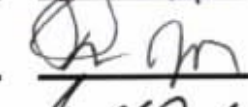


**Sharon Tucker Chair**

**Russ Jehl Co-Chair**

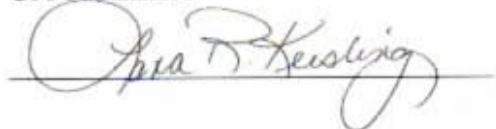
**All Council Members**

An Ordinance approving Construction Contract – Alley R00959/R00939 N-S, E-W: McKinney Ave, Lexington Ct, S Calhoun St, S Clinton St – Resolution/Work Order #0446D between Malott Contracting Inc and the City of Fort Wayne, Indiana, in connection with the Board of Public Works – *Involving a total cost of \$230,226.42*

**COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

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

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

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

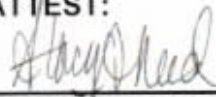
<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

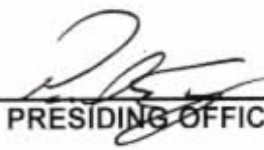
DATED: May 25, 2021

  
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-21-05-02 on the 25th day of May, 2021

ATTEST:

  
STACY A. REED  
DEPUTY CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th  
of May 2021, at the hour of 8:40 o'clock A.M. E.S.T.

  
STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 26<sup>TH</sup> day of MAY 2021, at the  
hour of 10:30 o'clock AM E.S.T.

  
THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA

RECEIVED

MAY 27 2021

LANA R. KEESLING  
CITY CLERK