

1 **BILL NO. S-22-06-22**

2 SPECIAL ORDINANCE NO. S-~~88-22~~

3 AN ORDINANCE approving CONSTRUCTION
4 CONTRACT – ST. MARYS STREAMBANK
5 RESTORATION PH.2 PROJECT - (\$799,160.00)
6 between THE STANGER GROUP, INC. and the City of
7 Fort Wayne, Indiana, by and through its Board of Park
8 Commissioners.

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

11 **SECTION 1.** That the CONSTRUCTION CONTRACT – ST. MARYS
12 STREAMBANK RESTORATION PH.2 PROJECT - (\$799,160.00) between THE
13 STANGER GROUP, INC. and the City of Fort Wayne, Indiana, by and through its
14 Board of Park Commissioners, is hereby ratified, and affirmed and approved in all
15 respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power,
17 transportation, miscellaneous equipment, etc., necessary for the
18 restoration and stabilization of two sections of streambank on the
19 St. Marys River in downtown Fort Wayne and the enhancement
20 of an existing canoe launch adjacent to the Historic Old Fort;

21 involving a total cost of SEVEN HUNDRED NINETY-NINE THOUSAND ONE
22 HUNDRED SIXTY AND 00/100 DOLLARS - (\$799,160.00). A copy of the bid from
23 The Stanger Group, Inc. is on file with the Office of the City Clerk and made
24 available for public inspection, according to law.

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

27 

28 Council Member

29 APPROVED AS TO FORM AND LEGALITY

30 
Malak Heiny, City Attorney

Bid Tabulation

Project Name: St. Marys Streambank Restoration Ph.2 Project

Project No.: 2022032

Quest #8142453

Bids/Quotes Due: 4/15/2022

CONTRACTOR:	Exterior Service	The Stanger Group, Inc.	Ottenweller Contracting, LLC	Resource Environmental Solutions, LLC	Milestone Contactors, LP
Base Bid:	no bid	\$799,160.00	no bid	no bid	no bid
Unit Price-1: Price per LF Temp. Steel Sheet Piling Cofferdam		\$1,025.00			
Unit Price-2: Price per ton Revetment Riprap		\$80.00			
Unit Price-3: Price per ton Boulders		\$630.00			
Unit Price-4: Price per ton Coarse Aggregate		\$80.00			

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: The Stanger Group, Inc.
- B. Bidder Representative: Colby Stanger
- C. Bidder Address: 15504 County Road 42, Goshen, Indiana 46528
- D. Bidder Phone Number: (574) 642-3390
- E. Bidder Email Address: cstanger@stangergroup.com
- F. Project Name: St. Marys River Streambank Restoration: Phase II
- G. Project Location: 1201 Spy Run Ave. Fort Wayne, IN 46805
- H. Bid Due: Friday, March 25 – 11:00am
Online Bid Only through Quest vBid at www.questcdn.com
- I. Owner: Board of Park Commissioners, City of Fort Wayne, Indiana
- J. Owner Project Number: 2022032
- K. Quest Number: 8142453

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid (Single-Prime Contract): The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Owner and its consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

BASE BID (\$50,000 contingency allowance included): \$ 799,160.00

BASE BID IN WORDS: Seven Hundred Ninety-Nine Thousand One Hundred Sixty DOLLARS

UNIT PRICE-1 (Price per LF Temporary Steel Sheet Piling Cofferdams): \$ 1,025.00

UNIT PRICE-1 IN WORDS: One Thousand Twenty-Five DOLLARS

UNIT PRICE-2 (Price per ton Revetment Riprap): \$ 80.00

UNIT PRICE-2 IN WORDS: Eighty DOLLARS

UNIT PRICE-3 (Price per ton Boulders): \$ 630.00

UNIT PRICE-3 IN WORDS: Six Hundred Thirty DOLLARS

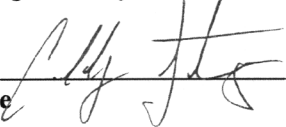
BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

004113 - 1

UNIT PRICE-4 (Price per ton Coarse Aggregate): \$ 80.00

UNIT PRICE-4 IN WORDS: Eighty DOLLARS

The undersigned hereby certifies that all wages paid under this project will meet or exceed the Federal Minimum Wage.

 04/15/2022
Signature **Date**

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice of Award to be issued by Owner, and shall fully complete the Work as required by Contract Documents.

1.4 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 03/14/2022.
 2. Addendum No. 2, dated 03/21/2022.
 3. Addendum No. 3, dated 03/31/2022.
 4. Addendum No. 4, dated 04/07/2022.

1.5 CONTRACTOR'S LICENSE

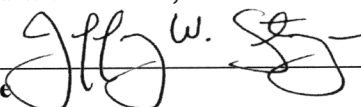
- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in City of Fort Wayne, Allen County, State of Indiana and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

SUBMITTER

Company: The Stanger Group, Inc. Representative: Jeffrey W. Stanger

Initials	Required Bid Forms Verification		Date Filed
JWS	Bid Form	<input checked="" type="checkbox"/>	04/15/2022
JWS	Bid Bond	<input checked="" type="checkbox"/>	04/15/2022
JWS	Affirmative Action Program – Non-segregated Facilities	<input checked="" type="checkbox"/>	04/15/2022
JWS	Certificate in Lieu of Financial Statement	<input checked="" type="checkbox"/>	04/15/2022
JWS	Emerging Business Enterprise (EBE) Declaration Form	<input checked="" type="checkbox"/>	04/15/2022
JWS	Form 96, Part I - Signed & Notarized	<input checked="" type="checkbox"/>	04/15/2022
JWS	Form 96, Part II - Signed & Notarized	<input checked="" type="checkbox"/>	04/15/2022
JWS	Section I, Public Works Experience	<input checked="" type="checkbox"/>	04/15/2022
JWS	Section II, Work Plan Questionnaire	<input checked="" type="checkbox"/>	04/15/2022
JWS	Section III, Contractor Financial Statement	<input checked="" type="checkbox"/>	04/15/2022
JWS	Section IV, Current Contractual Obligations	<input checked="" type="checkbox"/>	04/15/2022
JWS	Indiana Contractor Certification (projects over \$300,000)	<input checked="" type="checkbox"/>	04/15/2022
JWS	Conflict of Interests Form	<input checked="" type="checkbox"/>	04/15/2022
JWS	Drug Policy Acknowledgement Form	<input checked="" type="checkbox"/>	04/15/2022
JWS	E-Verify Form	<input checked="" type="checkbox"/>	04/15/2022
JWS	Non-Collusion Affidavit	<input checked="" type="checkbox"/>	04/15/2022
JWS	Performance and Payment Bond (file at time of award)	<input type="checkbox"/>	
JWS	List of Subcontractors and Suppliers	<input checked="" type="checkbox"/>	04/15/2022
JWS	Affidavit and Waiver of Lien (file at time of invoice)	<input type="checkbox"/>	
JWS	Schedule of Values	<input checked="" type="checkbox"/>	04/15/2022
JWS	Estimated Construction Schedule	<input checked="" type="checkbox"/>	04/15/2022

The undersigned hereby certifies the above required forms have been fully completed and properly submitted with this bid, and/or are already on file with the City of Fort Wayne.

Signature 

Date 04/15/2022

END OF DOCUMENT 004113



AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: OR10040-2

CONTRACTOR:

(Name, legal status and address)

The Stanger Group, Inc
15504 County Road 42
Goshen, IN 46528

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P.O. BOX 1635
Milwaukee, WI 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Fort Wayne Parks and Recreation
1201 Spy Run Ave.
Fort Wayne, IN 46805

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of total amount of bid not to exceed: Forty Thousand and 00/100 dollars (\$40,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

St. Marys River Streambank Restoration Phase II--Fort Wayne, IN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April, 2022

(Witness)

The Stanger Group, Inc

(Principal)

(Seal)

(Title) Colby Stanger, President

Old Republic Surety Company

(Surety)

(Seal)

(Title)

Jeremy J. Crawford, Attorney-In-Fact

(Witness)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MICHAEL D. WILLIAMS, WILLIAM J. NEMEC, JEREMY J. CRAWFORD** of GOLDEN VALLEY, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of April, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of April, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5304



Signed and sealed at the City of Brockfield, WI this 18th day of April, 2022.

Karen J. Haffner
Assistant Secretary



CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

This Document may be completed electronically at the following website address
<https://tinyurl.com/COFWAffirmativeAction>

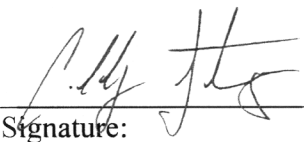
NAME OF COMPANY The Stanger Group, Inc.
ADDRESS 15504 County Road 42 CITY, ZIP CODE Goshen, Indiana 46528
E-MAIL ADDRESS cstanger@stangergroup.com PHONE # (574) 642-3390
FAX # None

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Colby Stanger
Name: (please print)

President
Title:

04/12/2022
Date:


Signature:

1. Does your firm have a written Affirmative Action Program? Yes No
- A. **If so**, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. **If not**, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? Yes No

3. Current number of employees 7

Number of employees in **January of this Year** 6

4. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.)

Small family owned company where the employees are family members
or long-term employees.

5. List minority recruitment sources below:

<u>Agency</u>	<u>Contact Person</u>	<u>Date</u>
None		

6. Does this company anticipate an increase in employment this year? Yes No

Approximately how many? _____

7. What specific goals can you achieve for the employment of minorities in the following labor classifications during 2013:

A. Officials and Managers	_____	%
B. Professionals	_____	%
C. Technicians	_____	%
D. Sales	_____	%
E. Office and Clerical	<u>50</u>	%
F. Skilled Craftsman	_____	%
G. Other	<u>25</u>	%

8. **WRITTEN STATEMENT OF COMPANY POLICY**

It is the policy of The Stanger Group, Inc. that Equal Employment Opportunity is afforded to all qualified persons without regard to race, sex, religion, color, national origin, disability, age or veteran status.

In support of this policy, The Stanger Group, Inc. will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, sex, age, disability or veteran status.


The President will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age or veteran status. Such action will include but not be limited to: Recruitment, advertising or solicitation for employment hiring, placement, upgrading transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

The Stanger Group, Inc.

04/12/2022

Name of Company or Firm

Date



Signature of Highest Company Official

Colby Stanger, President

Name and Title of Signer

Please type or print

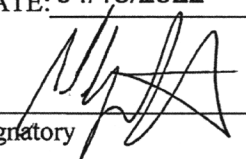
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Colby Stanger, the President
Name

_____, of The Stanger Group, Inc.
Position Company

HEREBY CERTIFY THAT:

1. The Financial Statement of said Company, dated the 31 day of December, 2021, now on file in the office of Parks and Recreation Department of Fort Wayne, Indiana, made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,
2. I am familiar with the books of said Company, showing its financial condition and am authorized to make this certificate on its belief.

DATE: 04/15/2022



Signatory

Colby Stanger
Printed Name of Signatory

ACKNOWLEDGED

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 15th day of April, 2022.





NOTARY PUBLIC
Kim Hostetler
Notary Public Printed Name

A Resident of Elkhart County.
My Commission Expires 07/31/2025

END OF SECTION 004582

EMERGING BUSINESS ENTERPRISE (E.B.E.) DECLARATION FORM

(For Federal Projects, this is an MBE/WBE Declaration Form)

BIDDER MUST CHECK EITHER "A", "B" OR "C" BELOW, TO DECLARE HIS/HER STATUS AS AN E.B.E., OR NON-E.B.E. CONTRACTOR:

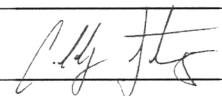
- A. The undersigned firm declares that it is not an E.B.E. contractor.
- B. The undersigned firm declares that it is an E.B.E. contractor. Please specify percentage of the economically disadvantaged individual's ownership: _____%.
- C. The undersigned declares that it and the firm _____, a certified E.B.E., have entered a joint venture to perform this contract, and therefore will be considered to be an E.B.E. contractor for this project.

If the City has placed an "x" in this space, the project on which you are bidding is a federally funded project. Therefore, the bidder must also identify his/her status as a Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE), if such status exists.

- D. The undersigned firm declares that it is certified MBE Contractor.
- E. The undersigned firm declares that it is a Certified WBE Contractor.

Contractor:

The Stanger Group, Inc.

By: 
Its: President

Contractor:

By: _____
Its: _____

NOTE: A successful, non-E.B.E. bidder will be required to sign an "E.B.E. Rider" attached to the final contract. In the Rider, the successful bidder must agree that he/she will make a good faith effort to subcontract 10% of the overall contract amount to E.B.E. – certified subcontractors. A percentage less than 10% may be stipulated by the Owner in the Instructions to Bidders, but it is the Owner's goal to strive for 10%, pursuant to Executive Order 90-01 (as amended 05/08/06) of the City of Fort Wayne.

The contract will be awarded to the lowest bidder who is responsive and responsible. E.B.E. commitment is not a part of the contract award. The successful bidder will be required to sign the E.B.E. Rider or the contract will not be signed by the Owner.

EBE/MBE/WBE WAIVER/REDUCTION APPLICATION

Type of Waiver Requested: EBE MBE WBE

Project Resolution Number: 2022032

Project Name: St. Marys River Streambank Restoration, Ph II

Submitted By: The Stanger Group, Inc.

Address: 15504 County Road 42

City, State Zip Code: Goshen, Indiana 46528

Phone: (574) 642-3390 Email: cstanger@stangergroup.com

Each of the following elements must be present in order to determine whether or not a reduction or waiver is appropriate. Please provide adequate documentation and information to show why a reduction or waiver of the goal is being sought. (If the space given is not sufficient, please attach additional pages as needed.)

1. **Please give detailed statement of efforts to identify and select portions of the project to sub contract.**

Selected a WBE trucking company that can provide trucking for common excavation and provided stone aggregate. Surveying work is usually done by The Stanger Group, Inc., but if additional survey work is required outside of the scope of what the prime contractor can perform, DLZ, who is a WBE surveying company, will be subcontracted. At maximum there will be two subcontractors.

2. **Please provide a list of your contact with EBE/M/WBE firms.**

■ **Name of firm contacted:** CBK Enterprises, Inc.

Address: P.O. Box 9159, Fort Wayne, Indiana 46899

Phone: (260) 410-0764

Contact Date & Time: 04/12/2022 at 1:03 PM

Method: Phone Fax Written Other (explain): _____

■ **Name of firm contacted:** DLZ Industrial, Inc.

Address: 825 S Barr St., Fort Wayne, Indiana 46802

Phone: (260) 420-3114

Contact Date & Time: 04/13/2022 at 1:25 PM

Method: Phone Fax Written Other (explain): Email

Name of firm contacted: _____

Address: _____

Phone: _____

Contact Date & Time: _____

Method: Phone Fax Written Other (explain): _____

[If more contacts were attempted, please attach additional pages of documentation]

COPIES OF ALL WRITTEN OR FAX SOLITIFICATIONS MUST BE ATTACHED

3. If a reduction or waiver is being sought because of reasons other than prices, the contractor must provide the following information:

a. Detailed statement of WHY no EBE/M/WBE firm was subcontracted:

There will be certain one WBE subcontractor for the project with the possibility of a second if deemed necessary when construction begins. We are asking for a reduction to equal the cost of the work to be subcontracted.

4. If a reduction or waiver is being sought because prices quoted by EBE/M/WBE firms were higher than non-EBE/M/WBE firms, the contractor must provide the following information:

a. Price Quoted:

<u>Contractor</u>	<u>Price Quoted</u>
1. N/A	1. N/A
2. N/A	2. N/A
3. N/A	3. N/A
4. N/A	4. N/A

b. Detailed statement of the work identified for EBE/M/WBE participation for which the contractor asserts the EBE/M/WBE quote(s) was higher than non-EBE/M/WBE firms. Please summarize direct negotiations with EBE/M/WBE firms for specific portions of the work (and document the dates and time when negotiations occurred), and please indicate why negotiations were unsuccessful:

N/A

c. Please include other documentations that demonstrate that the EBE/M/WBE quotes were higher than non-EBE/M/WBE firms.

N/A

5. Summary:

I, Colby Stanger of The Stanger Group, Inc. (company) hereby

request a reduction of 8.00 % from the EBE/M/WBE participation goal. This request is being sought for the reason explained above.

(If the contractor desires to state further reason why the waiver should be accepted, please attach additional pages.)

Signed:  Date: 04/15/2022
Title: President

END OF SECTION 004583



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96
State Form 52414 (R2/2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (mo / dy / year): 04/15/2022

1. Governmental Unit (Owner): City of Fort Wayne Parks and Recreation
2. County: Allen
3. Bidder (Firm): The Stanger Group, Inc.
Address: 15504 County Road 42
City / State / ZIP code: Goshen, Indiana 46528
4. Telephone Number: (574) 642-3390
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of St. Marys River Streambank Restoration Ph II for Fort Wayne Parks & Rec (Governmental Unit) in accordance with plans and specifications prepared by Biohabitats, Inc. and dated 04/14/2020 for the sum of Seven Hundred Ninety-Nine Thousand One Hundred Sixty \$ 799,160.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, 20____ subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more - IC 36-1-12-4)

Governmental Unit: City of Fort Wayne Parks and Recreation
 Bidder (Firm): The Stanger Group, Inc.
 Date (mo/dy/year): 04/15/2022

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
The Stanger Group, Inc. did not perform work for any Public Works departments in the past year. Construction projects in 2021 were exclusively for private and non-for-profit clients.			

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
The Stanger Group, Inc. is not currently performing work for any Public Works departments. Construction projects in 2021/2022 are exclusively for private and non-for-profit clients.			

3. Have you ever failed to complete any work awarded to you? No _____ If so, where and why?

4. List references from private firms for which you have performed work.

- Wawasee Area Conservancy Foundation - Heather Harwood (574) 518-0252
- Clear Lake Township Land Conservancy - Bridget Harrison (260) 667-0350
- Davey Resource Group - Heather Bobich (317) 558-8545
- Kankakee River Basin & Yellow River Basin Dev. Com. - Scott Pelath (219) 861-7999
- Cardno, Inc. - John Richardson (574) 229-8750

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

The Stanger Group, Inc. would begin mobilizing the week of January 2nd, 2023. The project is scheduled to take 55 working days with a minimum three man crew. We are staffed to be able to double that crew size if the project should necessitate.

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

CBK Enterprises, Inc. (P.O. Box 9159, Fort Wayne, Indiana 46899) - Provide trucking
We primarily self perform all of our work.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

CBK Enterprises, Inc. (P.O. Box 9159, Fort Wayne, Indiana 46899)

Equipment: Dump Trucks - No bond will be required

DLZ Industrial, Inc. (825 S Barr St., Fort Wayne, Indiana 46802)

Equipment: Surveying - No bond will be required

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

We plan to use two 30,000 lb - 50,000 lb excavators and two track loaders with various attachments.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes, we have received quotes for all materials required for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this 15th day of April, 2022.

The Stanger Group, Inc.

(Name of Organization)

By _____

President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS
COUNTY OF Elkhart)

Before me, a Notary Public, personally appeared the above-named Colby Stanger and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 15th day of April, 2022.

Kim Hostetler
Notary Public

My Commission Expires: 07/31/2025

County of Residence: Elkhart



Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

The Stanger Group, Inc.

(Contractor)

15504 County Road 42

(Address)

Goshen, Indiana 46528

FOR

PUBLIC WORKS PROJECTS

OF

City of Fort Wayne Parks and Recreation

705 E State Blvd

Fort Wayne, Indiana 46805

Filed _____, _____

Action taken _____

END OF SECTION 004584

THE STANGER GROUP, INC
BALANCE SHEET
December 31, 2021

	<u>2021</u>
ASSETS	
Current assets	
Cash and cash equivalents	\$ 323,545
Accounts receivable	97,588
Costs in excess of billings	32,409
Inventory	
Current portion note receivable	27,680
Prepaid expenses	<u>3,533</u>
Total current assets	<u>484,755</u>
Property and equipment	
Land	490,489
Machinery and equipment	726,247
Transportation equipment	241,334
Office equipment	<u>7,994</u>
	1,466,064
Less accumulated depreciation	<u>(457,137)</u>
Net property and equipment	<u>1,008,927</u>
Other assets	
Note receivable, net of current portion	<u>200,378</u>
Total other assets	<u>200,378</u>
TOTAL ASSETS	<u>\$ 1,694,060</u>

See independent accountant's review report.

The accompanying notes to financial statements are an integral part of these statements.



THE STANGER GROUP, INC
BALANCE SHEET
December 31, 2021

	<u>2021</u>
LIABILITIES AND STOCKHOLDERS' EQUITY	
Current liabilities	
Current portion of long-term liabilities	\$ 93,827
Accrued expenses	<u>5,771</u>
Total current liabilities	<u>99,598</u>
Long-term liabilities	
Notes payable, net of current portion	419,985
Less unamortized debt issuance costs	<u>(3,147)</u>
Total long-term liabilities	<u>416,838</u>
Total liabilities	<u>516,436</u>
Stockholders' equity	
Capital Stock, no par value, 1,000 shares authorized 100 issued, and outstanding	10,000
Retained earnings	1,186,120
Less treasury stock	<u>(18,496)</u>
Total stockholders' equity	<u>1,177,624</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u><u>\$ 1,694,060</u></u>

See independent accountant's review report.

The accompanying notes to financial statements are an integral part of these statements.



THE STANGER GROUP, INC
STATEMENT OF INCOME AND RETAINED EARNINGS
For the Year Ended December 31, 2021

	2021	
	Amount	%
Revenue		
Construction revenue	\$ 1,142,839	99.02
Non-construction revenue	11,350	0.98
Net revenues	1,154,189	100.00
Cost of revenues earned	857,671	74.32
Gross profit	296,518	25.68
Selling, general and administrative expenses	80,072	13.60
Income from continuing operations	216,446	12.08
Other income (expense)		
Interest Expense	(8,222)	(0.71)
Interest income	7,614	0.66
Gain/Loss on sale of fixed asset	19,100	1.65
Debt forgiveness income PPP	60,100	5.21
Employee retention income	74,926	6.49
Miscellaneous income	11,672	1.01
Total other income (expense)	165,190	1.60
Discontinued Operations		
Income from operations of discontinued component, including gain on disposal of \$249,409	324,150	
NET INCOME	705,786	13.68
Retained earnings, beginning of year	480,334	
Retained earnings, end of year	\$ 1,186,120	

See independent accountant's review report.

The accompanying notes to financial statements are an integral part of these statements.



THE STANGER GROUP, INC
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2021

	2021
Cash flows from operating activities	
Net income	\$ 705,786
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	123,478
Gain on sale of assets	(19,100)
Gain on sale of discontinued operations	(249,409)
Debt forgiveness income - PPP	(60,100)
Debt issuance amortization	48
(Increase) decrease in assets	
Accounts receivable	149,928
Costs in excess of billings	(32,409)
Inventory	10,585
Prepaid expenses	(3,533)
Note receivable	(228,058)
Increase (decrease) in liabilities	
Accrued expenses	3,696
Net cash from operating activities	400,912
Cash flows from investing activities	
Purchase of property and equipment	(428,059)
Proceeds from the sale of discontinued operations	249,409
Proceeds from the sale of property and equipment	25,665
Net cash from investing activities	(152,985)
Cash flows from financing activities	
Proceeds from PPP loan	60,100
Principal payments on long-term debt	(87,397)
Net cash from financing activities	(27,297)
Net change in cash and cash equivalents	220,630
Cash and cash equivalents, beginning of year	102,915
Cash and cash equivalents, end of year	\$ 323,545

The accompanying notes to financial statements are an integral part of these statements.



THE STANGER GROUP, INC
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2021

Supplemental disclosure of cash flow information

Cash paid during the year for interest	<u>\$ 7,270</u>
--	-----------------

Schedules of noncash investing and financing transactions

Acquisition of land	
Cost of land	\$ 482,839
Loan	<u>(375,000)</u>
Cash down payment for land	<u>\$ 107,839</u>
Sale of discontinued operations	
Proceeds from sale	\$ 265,198
Cost of sale	<u>(16,089)</u>
Net cash received for sale	<u>\$ 249,109</u>

The accompanying notes to financial statements are an integral part of these statements.

SCHEDULE OF WORK IN PROCESS (ALL WORK-BONDED & UNBONDED-IF COST PLUS PLEASE INDICATE)

BUSINESS NAME AND BUSINESS TRADE NAME

The Stanger Group, Inc.

DATE AS OF TAX ID

3/24/2023

Directions:

Complete the blue shaded areas

BONDED Yes/No	JOB DESCRIPTION	ESTIMATED STARTING DATE	ESTIMATED COMPLETION DATE	CONTRACT PRICE (Including Approved Change Orders)	Do NOT include profit or overhead in		Total Estimated Cost to Complete	Total Billed To Date Including Retainages
					Total Cost	Total Cost to Date		
1 No	Wetland/Levee Restoration	2/1/2022	4/15/2022	\$63,000	\$41,000	\$34,000	\$7,000	\$0
2 Yes	River Restoration	5/15/2022	11/1/2022	\$1,450,000	\$1,024,000	\$66,000	\$968,000	\$0
3 No	River Restoration/Kayak Launch	3/3/2022	4/7/2022	\$102,606	\$72,000	\$59,000	\$13,000	\$0
4 No	Levee Restoration	4/15/2022	4/22/2022	\$29,795	\$19,000	\$2,200	\$16,800	\$0
5 No	Lake Dredging	7/1/2022	7/15/2022	\$28,700	\$14,000	\$0	\$14,000	\$0
6 No	Stream Mitigation	10/1/2022	10/7/2022	\$59,646	\$41,000	\$23,000	\$18,000	\$0
7 No	Island Restoration	11/1/2022	12/1/2022	\$121,000	\$71,000	\$6,000	\$65,000	\$0
8 No	Lakeshore Restoration	11/1/2022	11/5/2022	\$13,000	\$5,200	\$1,200	\$4,000	\$0
9 No	Lakeshore Restoration	12/1/2022	12/10/2022	\$36,000	\$21,000	\$800	\$20,200	\$0
10 No	Stream Restoration	3/28/2022	4/1/2022	\$26,335	\$16,000	\$1,100	\$14,900	\$0
11 No	Invasive Species Control	4/4/2022	4/7/2022	\$10,000	\$6,000	\$2,200	\$3,800	\$0
12 No	Pond Liner Install	8/15/2022	8/18/2022	\$47,000	\$28,000	\$1,300	\$26,700	\$0
13 No	Lakeshore Restoration	7/15/2022	7/20/2022	\$22,700	\$14,000	\$800	\$13,200	\$0
14 No	Reforestation	4/28/2022	4/15/2022	\$13,000	\$7,000	\$2,100	\$4,900	\$0
15 No	Pond Liner Install	8/18/2022	8/25/2022	\$74,100	\$52,000	\$0	\$52,000	\$0
16	2021 Retainage	11/1/2022	11/1/2022	\$37,000	\$2,000	\$0	\$2,000	\$0
17							\$0	
18							\$0	
19							\$0	
20				\$2,133,882	\$1,433,200	\$189,700	\$1,243,500	\$0

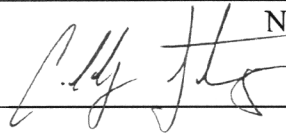
INDIANA CONTRACTOR QUALIFICATION CERTIFICATION

Pursuant to Indiana Code 5-16-13, Contractor hereby certifies that he/she shall be qualified under either IC 4-13-6.4 (Qualification for State Public Works Projects) or IC 8-23-10 (Qualifications of Bidders for Contracts) prior to performing any work on a City of Fort Wayne Board of Park Commissioners Project. Contractor further certifies that subcontractors of Contractor awarded subcontracts on a Public Works Contract in excess of \$300,000 shall be qualified under the applicable statute. Contractor acknowledges that if he/she violates any of the foregoing qualification requirements, he/she shall be ineligible to bid on Public Works Contracts for such time period as the City determines.

The Stanger Group, Inc.

Name of Company

By:



(Signature)

Colby Stanger

(Printed Name)

Title: President

END OF SECTION 004585

CITY OF FORT WAYNE, INDIANA

The Stanger Group, 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: Colby Stanger

Name: Jeffrey Stanger

Address: 15504 County Road 42, Goshen, IN 46528

Address: 12892 County Road 44,

Millersburg, IN 46543

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

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

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

Name: Colby Stanger 63 %

Name: Jeffrey Stanger 37 %

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

The Stanger Group, Inc. (which was operating under the name of S&L Environmental Group, Inc. at the time) was contracted by the City of Fort Wayne Parks and Recreation Department for the Bloomingdale Park Riverbank Restoration Project. This project was completed in 2019.

- 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

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: None

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

The Stanger Group, Inc.

(Name of Vendor)

15504 County Road 42, Goshen, IN 46528

Address

(574) 642-3390

Telephone

cstanger@stangergroup.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) Colby Stanger

Title President

Signature



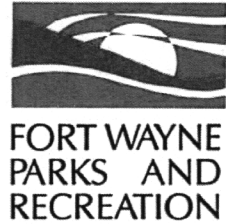
Date 04/15/2022

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

END OF SECTION 004586



Drug Policy Acknowledgement Form

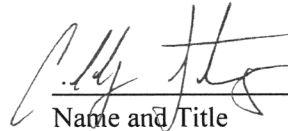


Pursuant to Article 19.08B of the Instructions to Bidders, Contractor acknowledges the City of Fort Wayne has in place Drug and Alcohol Policy that applies to any Contractor doing business with the City. A copy of this policy is available for inspection on the City of Fort Wayne website at: <http://www.citvoffortwayne.org/purchasing-home.html>. As a condition of being awarded any contract, the successful Bidder shall sign this Drug Policy Acknowledgement and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the City of Fort Wayne.

The undersigned, on behalf of the Contractor deposes and states that the Contractor acknowledges the City of Fort Wayne's Alcohol and Drug Policy.

The Stanger Group, Inc.

Name of Company



Name and Title

President

Drug Policy Acknowledgement Form
00 54 52-1

END OF SECTION 004587

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

The Stanger Group, Inc.

Name of Company

By:

Title

President

ACKNOWLEDGEMENT

STATE OF INDIANA)

) SS

COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who being first duly sworn upon his/her oath states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and seal this 15th day of April, 2022.

My Commission Expires: 7-31-2025



Kim Hostetler
Signature of Notary Public

Resident of Elkhart County

Kim Hostetler
Printed Name



St Marys River Streambank Restoration, Phase II

List of Subcontractors and Suppliers

CBK Enterprises, Inc.
P.O. Box 9159
Fort Wayne, Indiana 46899

DLZ Industrial, Inc.
825 S. Barr St.
Fort Wayne, Indiana 46802

Knepp Sand and Stone
70765 County Road 23
New Paris, Indiana 46553

Hanes Geo Components
2525 Shadeland Ave.
Indianapolis, Indiana 46219



SCHEDULE OF VALUES - PROGRESS ESTIMATE SCHEDULE

Item No.	Description of Work	Scheduled Value	Progress Estimate 1 01/31/2023*	Progress Estimate 2 02/28/2023*	Progress Estimate 3 03/17/2023*	Retainage Payment 03/17/2024*
01	Mobilization, Site Prep, Site cleanup, Bond/Insurance	\$110,000.00	\$75,000.00	\$5,000.00	\$30,000.00	\$5,500.00
02	Station 0+00 - 0+90	\$254,800.00	\$89,180.00	\$165,620.00	\$0.00	\$12,740.00
03	Station 3+58 - 4+79	\$269,160.00	\$0.00	\$269,160.00	\$0.00	\$13,458.00
04	Kayak Landing	\$115,200.00	\$0.00	\$15,000.00	\$100,200.00	\$5,760.00
	Owner Contingency Allowance	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	Retainage to be Withheld per Period (5%)	\$37,458.00	\$8,209.00	\$22,739.00	\$6,510.00	\$0.00
	Total Invoiced to Owner per Period	\$799,160.00	\$155,971.00	\$432,041.00	\$123,690.00	\$37,458.00

*Progress Estimate dates in accordance with the construction schedule submitted in Proposal

**Retainage Payment to be made at the end of the 1 year warranty period



15504 County Road 42
Goshen, Indiana 46528
Phone: (574) 642-3390
www.stangergroup.com



PROJECT NAME: St. Marys River Streambank
 Restoration, Ph II
 PROJECT NUMBER: FW Parks Dept. - 2022032
 TSG - 2572

ST. MARYS RIVER STREAMBANK RESTORATION, PH II - BID SCHEDULE

ACTIVITY ID	ACTIVITY DESCRIPTION	Responsible Entity	WEEK 9							WEEK 10							WEEK 11							ALL ACTIVITIES LISTED ARE WEATHER DEPENDENT AND SUBJECT TO CHANGE
			M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
			02/27	02/28	03/01	03/02	03/03	03/04	03/05	03/06	03/07	03/08	03/09	03/10	03/11	03/12	03/13	03/14	03/15	03/16	03/17	03/18	03/19	
ADMINISTRATIVE AND PROJECT CLOSEOUT																								
	Pre-construction Meeting	Tentative - December 7, 2022																						
	Progress Meetings																							
	Progress Payments																							
	Final Payment																							
	Notice to Fort Wayne Parks Department (48 hours)																							
PRE-CONSTRUCTION AND SITE MOBILIZATION																								
	Contractor Mobilization																							
	Survey Layout																							
	Place Temporary Construction Entrance, Mulch Access Road, Hardwood Matting, and Staging Area																							
	Install Temporary Erosion Control BMPs, Orange Fence, and Tree Protection																							
BOULDER TOE PROTECTION (STATION 0+00 - 0+90)																								
	Excavate Bank and Install Temporary Construction Access Bench and Place Aggregate Pad for Dewatering Bags																							
	Install Temporary Sheet Piling																							
	Install Dewatering System and Dewater Construction Zone																							
	Install Boulder Toe Protection																							
	Place Topsoil and Install Cot Mat and Live Branch Layering																							
	Remove Dewatering System																							
	Remove Excess Riprap Construction Access Bench and Aggregate Dewatering Pad																							
	Remove Temporary Sheet Piling																							
	Remove Temporary Riprap Access into River																							
BOULDER TOE PROTECTION (STATION 3+58 - 4+78)																								
	Excavate Bank and Install Temporary Construction Access Bench and Place Aggregate Pad for Dewatering Bags																							
	Install Temporary Sheet Piling																							
	Place Topsoil and Install Cot Mat and Live Branch Layering																							
	Dewatering Bag																							
	Remove Temporary Sheet Piling																							
	Remove Temporary Riprap Access into River																							
BOULDER LANDING																								
	Place Turbidity Curtain in River																							
	Excavate and Install Boulder Landing																							
POST-CONSTRUCTION AND SITE DEMOBILIZATION																								
	Remove all Temporary Protection Devices																							
	Remove and Restore Access Road and Staging Area																							
	Final Site Restoration, Planting, and Seeding																							
	Install Goose Exclusion Fence and Herbivory Tree Protection																							

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.

RFPs & BIDS

Quest Bid #	8142453
Awarded To	The Stanger Group, Inc.
Amount	\$799,160.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	5
Number of Proposals	1
Required Attachments	Project Bid Tabulation

EXTENSIONS

Date Last Bid Out	NA
# Extensions Granted To Date	0

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	n/a
Sole Source/ Compatibility Justification	

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	

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>	Request for approval on behalf of the Board of Park Commissioners for a contract with The Stanger Group, Inc. for the restoration and stabilization of two sections of streambank on the St. Marys River in downtown Fort Wayne and the enhancement of an existing canoe launch.

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	n/a

FUNDING SOURCE

<i>Account Information.</i>	Local Income Tax (Riverfront LIT) funds; these funds are from the unobligated fund balance.

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Chad Shaw
CC: File
Subject: Council Approval of St. Marys River Streambank Restoration: Phase II
Date: June 22, 2022

The City of Fort Wayne Parks and Recreation Department (FWPRD), on behalf of the Board of Park Commissioners has requested a proposal with fees from contractors qualified to complete construction for the restoration and stabilization of two sections streambank on the St. Marys River in downtown Fort Wayne and the enhancement of an existing canoe launch adjacent to the Historic Old Fort. Proposals from one (1) contractor was received on March 25, 2022.

The project will complete restoration and stabilization of streambank originally identified as necessary in the 2014 Riparian Management Plan. Phase I of the project was completed in 2019.

We are requesting approval for a contract with The Stanger Group, Inc. at a total cost of **\$799,160.00**. The project will be paid for using Riverfront LIT funds; these funds are from the unobligated fund balance.

I will be available at the Council meetings to answer any questions you may have and I may also be reached at 427-6027.

We respectfully request your approval of this contract so that we may proceed with the work. If you have any questions, please feel free to contact me at 427-6027 or the Executive Director, Steve McDaniel at 427-6407.

Thank you in advance.

Chad Shaw
Superintendent of Parks Planning, Landscape and Horticulture – Fort Wayne Parks and Recreation

BILL NO. S-22-06-22

REPORT OF COMMITTEE ON FINANCE

July 12, 2022

Russ Jehl Chair

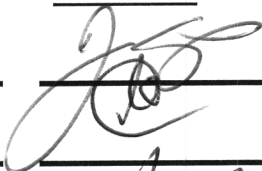
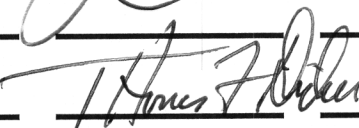
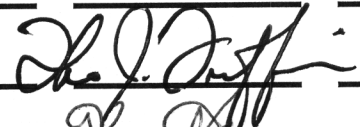
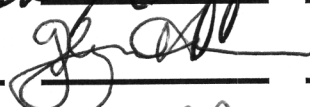
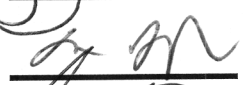
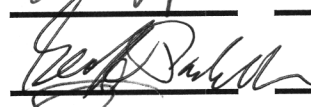

Sharon Tucker Co-Chair

All Council Members

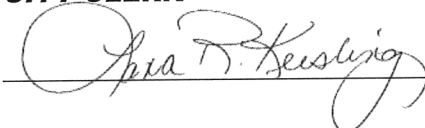
An Ordinance approving Construction Contract – St. Marys Streambank Restoration PH.2 Project - between The Stanger Group, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Park Commissioners

Involving a total cost of \$799,160.00

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 Councilperson Tucker.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Jehl, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: July 12, 2022




 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-22-06-22 on the 12th day of July, 2022

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th of July 2022, at the hour of 9:10 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13TH day of JULY 2022, at the hour of 2:30 o'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA
RECEIVED
 JUL 13 2022
 LANA R. KEESLING
 CITY CLERK