

1 **BILL NO. S-22-07-03**

2 SPECIAL ORDINANCE NO. S-92-22

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4 AN ORDINANCE approving CONSTRUCTION
5 CONTRACT – HANNA ST TRAIL: DECATUR RD TO
6 PETTIT AVE - RESOLUTION/WORK ORDER #0424R
7 between MALOTT CONTRACTING, INC. and the City
8 of Fort Wayne, Indiana, by and through its Board of
9 Public Works.

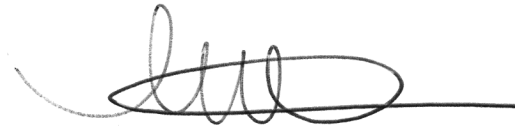
10 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
11 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

12 **SECTION 1.** That the CONSTRUCTION CONTRACT – HANNA ST
13 TRAIL: DECATUR RD TO PETTIT AVE - RESOLUTION/WORK ORDER #0424R
14 between MALOTT CONTRACTING, INC. - RESOLUTION/WORK ORDER
15 #0424R - by and between MALOTT CONTRACTING, INC. and the City of Fort
16 Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and
17 affirmed and approved in all respects, respectfully for:

18 All labor, insurance, material, equipment, tools, power,
19 transportation, miscellaneous equipment, etc., necessary TO
20 IMPROVE HANNA STREET FROM DECATUR ROAD TO
21 PETTIT AVENUE BY CONSTRUCTING A 10 FOOT AND 8
22 FOOT WIDE ASPHALT TRAIL ON THE WEST SIDE OF
23 HANNA STREET, INCLUDES A CONNECTION TO EXISTING
24 TRAIL SYSTEM, NEW ADA CURB RAMPS, PEDESTRIAN
25 CROSSWALKS AND PAVEMENT MARKINGS, NEW
26 CONCRETE CURB, AND NEW STORM STRUCTURES AND
27 PIPE;

28 involving a total cost of FIVE HUNDRED SIXTY-SIX THOUSAND EIGHT
29 HUNDRED TWENTY-FIVE AND 67/100 DOLLARS - (\$566,825.67). A copy of
30 said Contract is on file with the Office of the City Clerk and made available for
public inspection, according to law.

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

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8 **APPROVED AS TO FORM AND LEGALITY**

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10 _____

11 Malak Heiny, City Attorney

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Bid Tabulation

Proj: Hanna Street Trail: Decatur Road to Pettit Avenue

Bid Date: 06/30/22

LINE NO.	ITEM CODE	ITEM	Estimate			BIDDER: Malott Contracting		BIDDER: Brooks Constructive		
			PLAN QTY	UNIT	UNIT COST Est (\$)	AMOUNT Est (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1	105-06845	CONSTRUCTION ENGINEERING	1	LSUM	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$45,000.00	\$45,000.00	\$22,934.00	\$22,934.00	\$35,000.00	\$35,000.00
3	202-91385	INLET, REMOVE	4	EACH	\$1,500.00	\$6,000.00	\$453.00	\$1,812.00	\$750.00	\$3,000.00
4	202-91840	FENCE, CHAIN LINK, REMOVE (NEAREST DECATUR RD. CORNER)	20	LFT	\$50.00	\$1,000.00	\$35.00	\$700.00	\$30.00	\$600.00
5	202-93815	CONCRETE REMOVE	312	SYS	\$17.00	\$5,304.00	\$14.37	\$4,483.44	\$12.00	\$3,744.00
6	202-94747	POST, REMOVE (STEEL) (NEAR FAIRFAX)	2	EACH	\$250.00	\$500.00	\$220.00	\$440.00	\$250.00	\$500.00
7	202-96133	PIPE, REMOVE	370	LFT	\$25.00	\$9,250.00	\$31.25	\$11,562.50	\$27.00	\$9,990.00
8	203-02000	EXCAVATION, COMMON	1030	CYS	\$65.00	\$66,950.00	\$32.20	\$33,166.00	\$75.00	\$77,250.00
9	203-02070	BORROW (FILL) (COMPACTED AND IN-PLACE)	250	TON	\$28.00	\$7,000.00	\$21.85	\$5,462.50	\$41.00	\$10,250.00
10	203-08607	LINEAR GRADING	700	LFT	\$6.00	\$4,200.00	\$29.40	\$20,580.00	\$7.00	\$4,900.00
11	205-06833	TEMPORARY INLET PROTECTION (GEOGRID, TYPE 1B, TX-160 OR APPROVED EQUAL (INCLUDES EXCAVATION) (UNDISTRIBUTED)	20	EACH	\$90.00	\$1,800.00	\$85.00	\$1,700.00	\$60.00	\$1,200.00
12	214-11796	COMPACTED AGGREGATE #53	270	SYS	\$15.00	\$4,050.00	\$19.95	\$5,386.50	\$7.00	\$1,890.00
13	301-12234	COMPACTED AGGREGATE #53	1300	TON	\$35.00	\$45,500.00	\$36.00	\$46,800.00	\$28.00	\$36,400.00
14	301-FWR01	COMPACTED AGGREGATE #73 (STONE DRIVES APPROACHES)	30	TON	\$40.00	\$1,200.00	\$33.60	\$1,008.00	\$80.00	\$2,400.00
15	304-07490	HMA PATCHING, TYPE B	75	TON	\$250.00	\$18,750.00	\$178.00	\$13,350.00	\$150.00	\$11,250.00
16	402-FWR01	HMA, B, 64, SURFACE, 9.5 MM	120	TON	\$110.00	\$13,200.00	\$210.00	\$25,200.00	\$130.00	\$15,600.00
17	402-FWR06	HMA, B, 64, INTERMEDIATE, 19 MM	240	TON	\$90.00	\$21,600.00	\$150.00	\$36,000.00	\$95.00	\$22,800.00
18	406-12347	ASPHALT EMULSION FOR TACK COAT	2	TON	\$500.00	\$1,000.00	\$625.00	\$1,250.00	\$700.00	\$1,400.00
19	603-03829	FENCE, (NEW CHAIN LINK, SAME TYPE AS EXIST.) (NEAREST DECATUR RD. CORNER)	20	LFT	\$100.00	\$2,000.00	\$46.00	\$920.00	\$147.50	\$2,950.00
20	604-06070	SIDEWALK, CONCRETE (4")	300	SYS	\$65.00	\$19,500.00	\$65.00	\$19,500.00	\$65.00	\$19,500.00
21	604-FWR05	CURBFACE SIDEWALK CONCRETE	10	SYS	\$75.00	\$750.00	\$90.00	\$900.00	\$115.00	\$1,150.00
22	604-08086	CURB RAMP, CONCRETE	85	SYS	\$140.00	\$11,900.00	\$112.00	\$9,520.00	\$200.00	\$17,000.00
23	604-FWR01	DETECTABLE WARNING SURFACES	16	EACH	\$300.00	\$4,800.00	\$275.00	\$4,400.00	\$175.00	\$2,800.00
24	605-06120	CURB, CONCRETE (TYPE III)	1160	LFT	\$45.00	\$52,200.00	\$32.00	\$37,120.00	\$45.00	\$52,200.00
25	605-94811	CURB, TURNOUT	4	EACH	\$2,500.00	\$10,000.00	\$400.00	\$1,600.00	\$750.00	\$3,000.00
26	610-07713	PCCP FOR APPROACHES, 8 IN. (COMMERCIAL / ALLEY)	325	SYS	\$85.00	\$27,625.00	\$84.00	\$27,300.00	\$82.00	\$26,650.00
27	611-08232	MAILBOX ASSEMBLY, RESET SINGLE	1	EACH	\$300.00	\$300.00	\$300.00	\$300.00	\$750.00	\$750.00
28	616-06405	RIPRAP, REVENTMENT	18	TON	\$110.00	\$1,980.00	\$54.00	\$972.00	\$50.00	\$900.00

TOTAL: \$656,915.00

TOTAL: \$566,825.67

TOTAL: \$704,917.00

% over
% under

0.00%
13.71% over
under

7.31%
0.00% over
under

29	621-FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	1941	SYS	\$6.00	\$11,646.00	\$7.51	\$14,576.91	\$4.50	\$8,734.50
30	621-FWR19	TOPSOIL	160	TON	\$50.00	\$8,000.00	\$71.25	\$11,400.00	\$50.00	\$8,000.00
31	715-FWR13	PIPE - 12" RCP CLASS III (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	332	LFT	\$90.00	\$29,880.00	\$87.36	\$29,003.52	\$100.00	\$33,200.00
32	715-FWR16	PIPE - 24" RCP CLASS III (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	40	LFT	\$100.00	\$4,000.00	\$107.58	\$4,303.20	\$135.00	\$5,400.00
33	715-FWR55	PIPE - 12" HDPE (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	366	LFT	\$80.00	\$29,280.00	\$65.20	\$23,863.20	\$100.00	\$36,600.00
34	715-FWR58	PIPE - 24" HDPE (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	15	LFT	\$90.00	\$1,350.00	\$94.15	\$1,412.25	\$115.00	\$1,725.00
35	715-46065	PIPE END SECTION, 24"	1	EACH	\$250.00	\$250.00	\$627.00	\$627.00	\$400.00	\$400.00
36	715-94530	ADJUST WATER VALVE TO GRADE (CURB BOX & VALVE BOX)	12	EACH	\$250.00	\$3,000.00	\$230.00	\$2,760.00	\$175.00	\$2,100.00
37	720-FWR01	MANHOLE - 48" STORM FURNISH AND ADJUST (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	3	EACH	\$4,500.00	\$13,500.00	\$2,484.00	\$7,452.00	\$4,500.00	\$13,500.00
38	720-FWR10	CASTING, ADJUST TO GRADE	8	EACH	\$300.00	\$2,400.00	\$288.20	\$2,305.60	\$500.00	\$4,000.00
39	720-FWR15	INLET - PRECAST 30" ROUND INLET FURNISH AND ADJUST (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	10	EACH	\$3,000.00	\$30,000.00	\$1,750.00	\$17,500.00	\$3,000.00	\$30,000.00
40	720-FWR19	INLET - 2' X 2' INLET FURNISH AND ADJUST (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	2	EACH	\$2,300.00	\$4,600.00	\$1,995.25	\$3,990.50	\$3,000.00	\$6,000.00
41	720-FWR20	INLET - 2' X 3' INLET FURNISH AND ADJUST (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	1	EACH	\$2,500.00	\$2,500.00	\$2,156.25	\$2,156.25	\$3,200.00	\$3,200.00
42	720-FWR30	CASTING - 24" SOLID STORM CASTING, FURNISH AND ADJUST TO GRADE	1	EACH	\$850.00	\$850.00	\$514.15	\$514.15	\$750.00	\$750.00
43	720-FWR33	CASTING - 24" STORM CASTING, FURNISH AND ADJUST TO GRADE	2	EACH	\$850.00	\$1,700.00	\$509.60	\$1,019.20	\$750.00	\$1,500.00
44	720-FWR34	CASTING - 24" BEEHIVE CASTING, FURNISH AND ADJUST TO GRADE	10	EACH	\$900.00	\$9,000.00	\$514.00	\$5,140.00	\$750.00	\$7,500.00
45	720-FWR36	CASTING - 2' X 2' ALLEY CASTING, FURNISH AND ADJUST TO GRADE	1	EACH	\$950.00	\$950.00	\$1,088.70	\$1,088.70	\$1,000.00	\$1,000.00
46	720-FWR37	CASTING - 2' X 2' CURB & GUTTER CASTING, FURNISH AND ADJUST TO GRADE	2	EACH	\$800.00	\$1,600.00	\$741.00	\$1,482.00	\$900.00	\$1,800.00
47	720-FWR38	CASTING - 2' X 3' CURB AND GUTTER CASTING, FURNISH AND ADJUST TO GRADE	1	EACH	\$950.00	\$950.00	\$971.75	\$971.75	\$1,000.00	\$1,000.00
48	801-FWR01	MAINTENANCE OF TRAFFIC	1	LSUM	\$33,000.00	\$33,000.00	\$27,480.00	\$27,480.00	\$85,643.50	\$85,643.50
49	807-FWR01	WOOD POLE, REMOVE AND DISPOSE, BACKFILL VOID	2	EACH	\$250.00	\$500.00	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00
50	807-02370	LIGHT STRUCTURE, REMOVE AND RESET (CORNER NEAR DECATUR)	1	EACH	\$500.00	\$500.00	\$360.00	\$360.00	\$7,300.00	\$7,300.00
51	807-02822	LIGHT POLE STEEL, RELOCATE (CORNER NEAR DECATUR)	1	EACH	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$7,000.00	\$7,000.00
52	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24"	60	LFT	\$15.00	\$900.00	\$20.75	\$1,245.00	\$18.00	\$1,080.00
53	808-10056	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 6" (UNDISTRIBUTED)	450	LFT	\$6.00	\$2,700.00	\$7.75	\$3,487.50	\$5.00	\$2,250.00
54	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24"	340	LFT	\$25.00	\$8,500.00	\$28.00	\$9,520.00	\$24.00	\$8,160.00
55	10904299	FORCE ACCOUNT WORK / WORK ALLOWANCE	50000	DOL	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00



Notice of Award

Project: Hanna Street Trail: Decatur Road to Pettit Ave

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0424R

Bidder: Malott Contracting, Inc.

Bidder's Address: PO Box 292

Kendallville, IN 46755

You are notified that your Bid dated 6/30/2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Hanna Street Trail: Decatur Road to Pettit Ave

Improve Hanna Street from Decatur Road to Pettit Avenue by constructing a 10 foot and 8 foot wide asphalt trail on the West side of Hanna Street, includes a connection to existing trail system, new ADA curb ramps, pedestrian crosswalks and pavement markings, new concrete curb, and new storm structures and pipe.

The Contract Price of your Contract is \$566,825.67.

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

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

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the following documents:
 - a. Performance Bond
 - b. Payment Bond
 - c. Certificate of Insurance
 - d. Executed Vendor Disclosure Statement (Must have one on file annually with the City of Fort Wayne).
 - e. Executed E-Verify Affidavit.
 - f. Executed Drug Policy Acknowledgement Form.
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document to City of Fort Wayne Vendor Compliance, Jessica.Bucher@cityoffortwayne.org.



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 # **0424R**

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: **Hanna Street from Decatur Road to Pettit Avenue by constructing a 10 foot and 8 foot wide asphalt trail on the West side of Hanna Street, includes a connection to existing trail system, new ADA curb ramps, pedestrian crosswalks and pavement markings, new concrete curb, and new storm structures and pipe.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Hanna St Trail: Decatur Rd to Pettit Ave**

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **Public Works Engineering.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **6/30/2023**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **7/7/2023**.

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 **\$566,825.67**.

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 15 sheets with each sheet bearing the following general title: **Hanna Street Trail Decatur Road to Pettit Avenue Trail Construction**.
 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.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

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

9.02 Severability

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

9.03 Emerging Business Enterprise (EBE) Participation

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

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

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

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

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

ACKNOWLEDGMENT

STATE OF INDIANA)
 SS:)
COUNTY OF ALLEN)

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 **0424R**).

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)

0424R - Hanna St Trail - Decatur Rd to Pettit Ave (#8232135)

Owner: Public Works
 Solicitor: Fort Wayne IN, City of
 06/30/2022 02:00 PM EDT

Section	Titl	Line	Item	Code	Item	Description	UoFm	Quantity	Unit Price	Extension
Hanna Street Trail (Decatur to Pettit)										
1	105-06845				CONSTRUCTION ENGINEERING	LSUM	1	\$5,500.00	\$5,500.00	\$516,825.67
2	110-01001				MOBILIZATION AND DEMOBILIZATION	LSUM	1	\$22,934.00	\$22,934.00	
3	202-91385				INLET, REMOVE	EACH	4	\$453.00	\$1,812.00	
4	202-91840				FENCE, CHAIN LINK, REMOVE (NEAREST DECATUR RD. CORNER)	LFT	20	\$35.00	\$700.00	
5	202-93615				CONCRETE REMOVE	SYS	312	\$14.37	\$4,483.44	
6	202-94747				POST, REMOVE (STEEL) (NEAR FAIRFAX)	EACH	2	\$220.00	\$440.00	
7	202-96133				PIPE, REMOVE	LFT	370	\$31.25	\$11,562.50	
8	203-02000				EXCAVATION, COMMON	CYS	1030	\$32.20	\$33,166.00	
9	203-02070				BORROW (FILL) (COMPACTED AND IN-PLACE)	TON	250	\$21.85	\$5,462.50	
10	203-08607				LINEAR GRADING	LFT	700	\$29.40	\$20,580.00	
11	205-06933				TEMPORARY INLET PROTECTION	EACH	20	\$85.00	\$1,700.00	
12	214-11796				GEOGRID, TYPE 1B, TX-160 OR APPROVED EQUAL (INCLUDES EXCAVATION) (UNDISTRIBUTED)	SYS	270	\$19.95	\$5,386.50	
13	301-12234				COMPACTED AGGREGATE #53	TON	1300	\$36.00	\$46,800.00	
14	301-FWR01				COMPACTED AGGREGATE #73 (STONE DRIVES APPROACHES)	TON	30	\$33.60	\$1,008.00	
15	304-07490				HMA PATCHING, TYPE B	TON	75	\$178.00	\$13,350.00	
16	402-FWR01				HMA, B, 64, SURFACE, 9.5 MM	TON	120	\$210.00	\$25,200.00	
17	402-FWR06				HMA, B, 64, INTERMEDIATE, 19 MM	TON	240	\$150.00	\$36,000.00	
18	406-12347				ASPHALT EMULSION FOR TACK COAT	TON	2	\$625.00	\$1,250.00	
19	603-03829				FENCE, (NEW CHAIN LINK, SAME TYPE AS EXIST.) (NEAREST DECATUR RD. CORNER)	LFT	20	\$46.00	\$920.00	
20	604-06070				SIDEWALK, CONCRETE (4")	SYS	300	\$65.00	\$19,500.00	
21	604-FWR05				CURBFACE SIDEWALK CONCRETE	SYS	10	\$90.00	\$900.00	
22	604-08086				CURB RAMP, CONCRETE	SYS	85	\$112.00	\$9,520.00	
23	604-FWR01				DETECTABLE WARNING SURFACES	EACH	16	\$275.00	\$4,400.00	
24	605-06120				CURB, CONCRETE (TYPE III)	LFT	1160	\$32.00	\$37,120.00	
25	605-94811				CURB, TURNOUT	EACH	4	\$400.00	\$1,600.00	
26	610-07713				PCCP FOR APPROACHES, 8 IN. (COMMERCIAL / ALLEY)	SYS	325	\$84.00	\$27,300.00	
27	611-08232				MAILBOX ASSEMBLY, RESET SINGLE	EACH	1	\$300.00	\$300.00	
28	616-06405				RIPRAP, REVENTMENT	TON	18	\$54.00	\$972.00	
29	621-FWR01				HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	1941	\$7.51	\$14,576.91	
30	621-FWR19				TOPSOIL	TON	160	\$71.25	\$11,400.00	
31	715-FWR13				PIPE - 12" RCP CLASS III (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	LFT	332	\$87.36	\$29,003.52	
32	715-FWR16				PIPE - 24" RCP CLASS III (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	LFT	40	\$107.58	\$4,303.20	
33	715-FWR55				PIPE - 12" HDPE (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	LFT	366	\$65.20	\$23,863.20	
34	715-FWR58				PIPE - 24" HDPE (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	LFT	15	\$94.15	\$1,412.25	
35	715-46065				PIPE END SECTION, 24"	EACH	1	\$627.00	\$627.00	
36	715-94530				ADJUST WATER VALVE TO GRADE (CURB BOX & VALVE BOX)	EACH	12	\$230.00	\$2,760.00	
37	720-FWR01				MANHOLE - 48" STORM FURNISH AND ADJUST (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	EACH	3	\$2,484.00	\$7,452.00	
38	720-FWR10				CASTING, ADJUST TO GRADE	EACH	8	\$288.20	\$2,305.60	
39	720-FWR15				INLET - PRECAST 30" ROUND INLET FURNISH AND ADJUST (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	EACH	10	\$1,750.00	\$17,500.00	
40	720-FWR19				INLET - 2' X 2' INLET FURNISH AND ADJUST (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	EACH	2	\$1,995.25	\$3,990.50	
41	720-FWR20				INLET - 2' X 3' INLET FURNISH AND ADJUST (COMPLETE IN-PLACE) (INCLUDES AGGREGATE)	EACH	1	\$2,156.25	\$2,156.25	
42	720-FWR30				CASTING - 24" SOLID STORM CASTING, FURNISH AND ADJUST TO GRADE	EACH	1	\$514.15	\$514.15	

43	720-FWR33	CASTING - 24" STORM CASTING, FURNISH AND ADJUST TO GRADE	EACH	2	\$509.60	\$1,019.20
44	720-FWR34	CASTING - 24" BEEHIVE CASTING, FURNISH AND ADJUST TO GRADE	EACH	10	\$514.00	\$5,140.00
45	720-FWR36	CASTING - 2' X 2' ALLEY CASTING, FURNISH AND ADJUST TO GRADE	EACH	1	\$1,088.70	\$1,088.70
46	720-FWR37	CASTING - 2' X 2' CURB & GUTTER CASTING, FURNISH AND ADJUST TO GRADE	EACH	2	\$741.00	\$1,482.00
47	720-FWR38	CASTING - 2' X 3' CURB AND GUTTER CASTING, FURNISH AND ADJUST TO GRADE	EACH	1	\$971.75	\$971.75
48	801-FWR01	MAINTENANCE OF TRAFFIC	LSUM	1	\$27,480.00	\$27,480.00
49	807-FWR01	WOOD POLE, REMOVE AND DISPOSE, BACKFILL VOID	EACH	2	\$900.00	\$1,800.00
50	807-02370	LIGHT STRUCTURE, REMOVE AND RESET (CORNER NEAR DECATUR)	EACH	1	\$360.00	\$360.00
51	807-02822	LIGHT POLE STEEL, RELOCATE (CORNER NEAR DECATUR)	EACH	1	\$1,500.00	\$1,500.00
52	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24"	LFT	60	\$20.75	\$1,245.00
53	808-10056	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 6" (UNDISTRIBUTED)	LFT	450	\$7.75	\$3,487.50
54	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24"	LFT	340	\$28.00	\$9,520.00
55	10904299	FORCE ACCOUNT WORK / WORK ALLOWANCE	DOL	50000	\$1.00	\$50,000.00
						\$566,825.67

Allowance

Base Bid Total:

CITY OF FORT WAYNE, INDIANA

Malott Contracting, Inc
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

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

Name: _____ Name: _____

Address: _____ Address: _____

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

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

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

Name: _____ %

Name: _____ %

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)
Including contractual employment for services in the previous 3 years:
Yes _____ No X

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

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

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

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: N/A

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

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

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

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

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

Malott Contracting, Inc
(Name of Vendor)

P.O. Box 292, Kendallville, IN 46755
Address
(260) 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 Scheitel

Title Treasurer

Signature 

Date 1-12-2022

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

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.

Hanna Street Trail: Decatur Rd to Pettit Ave

RFPs & BIDS

Bid/RFP #	0424R
Awarded To	Malott Contracting Inc.
Amount	\$566,825.67
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	4
Number of Bidders	2
Required Attachments	Council Digest Supplemental, Bid Tabulation, Award, 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>	0424R
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	N/A

COUNCIL DIGEST SHEET

COST COMPARISON

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

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	
	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-ED (CEDIT)



FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Hanna St Trail: Decatur Rd to Pettit Ave

Action Requested:

Requesting an Ordinance approving the **Hanna St Trail: Decatur Rd to Pettit Ave** project pursuant to the Board of Public Works Resolution #0424R and an award to **Malott Contracting, Inc.** in the amount of **\$566,825.67**.

Note: Malott Contracting was the lowest, most responsive bidder among 2 bidders. Malott Contracting's Bid was 13% under the Engineer's Estimate for this project.

Description and Scope of the Work:

Improve Hanna Street from Decatur Road to Pettit Avenue by constructing a 10 foot and 8 foot wide asphalt trail on the West side of Hanna Street, includes a connection to existing trail system, new ADA curb ramps, pedestrian crosswalks and pavement markings, new concrete curb, and new storm structures and pipe.

BILL NO. S-22-07-03

REPORT OF COMMITTEE ON PUBLIC WORKS

July 19, 2022

Michelle Chambers Chair

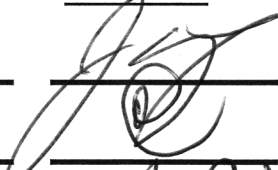
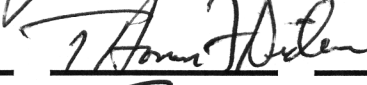



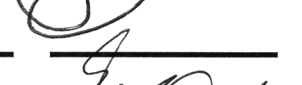

Geoff Paddock Co-Chair

All Council Members

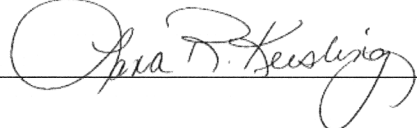
An Ordinance approving Construction Contract – Hanna St Trail: Decatur Rd to Pettit Ave - Resolution/Work Order #0424R between Malott Contracting, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$566,825.67

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 Paddock.

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

Read the third time in full and on motion by Councilperson Paddock, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 26, 2022



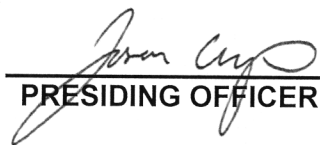
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-22-07-03 on the 26th 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 27th
 of July 2022, at the hour of 10:30 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 28TH day of JULY 2022, at the
 hour of 3:30 o'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR

