

1 **BILL NO. S-22-11-37**

2 **SPECIAL ORDINANCE NO. S-~~111~~-22**

3 **AN ORDINANCE** approving a CONSTRUCTION
4 CONTRACT for PONTIAC ST. STREETSCAPE -
5 RESOLUTION/WORK ORDER #109-10-4-22-1
6 between MALOTT CONTRACTING, INC. and the City
7 of Fort Wayne, Indiana, in connection with the Board of
8 Public Works.

9 **WHEREAS**, the Common Council previously passed Bill No. R-80-
10 22 approving American Rescue Plan Act (ARPA) funds for the construction of
11 Pontiac Streetscape and;

12 **WHEREAS**, the actual construction contract amount based on the
13 receipt of public bids and the award of construction contract to the lowest most
14 responsive bidder for Pontiac Streetscape is \$2,850,026.54.

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

17 **SECTION 1.** That the CONSTRUCTION CONTRACT for PONTIAC
18 ST. STREETSCAPE - RESOLUTION/WORK ORDER #109-10-4-22-1 between
19 MALOTT CONTRACTING, INC. and the City of Fort Wayne, Indiana, in connection
20 with the Board of Public Works, is hereby ratified, and affirmed and approved in all
21 respects, respectfully for:
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23 All labor, insurance, material, equipment, tools, power,
24 transportation, miscellaneous equipment, etc., necessary to
25 construct the streetscape along the north and south sides of
26 Pontiac Street from Hanna Street to Oliver Street. The proposed
27 improvements include installation of an eight-foot concrete trail
28 on the north and a five-foot sidewalk on the south, new
29 landscaping and bioswales, upgrades to ADA ramps, storm
30 drainage, street light locations and site furnishings;

1 involving a total cost of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND
2 TWENTY-SIX AND 54/100 DOLLARS - (\$2,850,026.54). A copy of said Contract
3 is on file with the Office of the City Clerk and made available for public inspection,
4 according to law.
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6 **SECTION 2.** That this Ordinance shall be in full force and effect from
7 and after its passage and any and all necessary approval by the Mayor.
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11 _____
12 Council Member

13 APPROVED AS TO FORM AND LEGALITY

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15 _____
16 Malak Heiny, City Attorney
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Notice of Award

Project: Pontiac St Streetscape

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #109-10-4-22-1

Bidder: Malott Contracting Inc.

Bidder's Address: PO Box 292

Kendallville, IN 46755

You are notified that your Bid dated 10/27/2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Pontiac St Streetscape

Removing and replacing sidewalks and drive approaches from Hanna Street to Smith with two alternates possibly extending the streetscape to either Oliver or Bowser with an eight-foot concrete trail on the north and five-foot walk on the south. The driving lane widths will be decreased to accommodate the new trail and new landscaping areas with new trees and bioswale areas. There will also be upgrades to the ADA ramps, storm drainage, new street lighting placements, and an alternate for possible crosswalk and intersection upgrades. Several areas will get a brick paver treatment adjacent to the concrete walk and trail, and also installation of site furnishings in various locations.

The Contract Price of your Contract is \$2,850,026.54.

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

TOTAL:		\$2,729,636.50		TOTAL:		\$2,850,026.54		TOTAL:		\$3,144,252.00	
		% over				4.41%		% over		15.19%	
		% under				0.00%		% under		0.00%	
Bid Tabulation											
RES. NO. / W.C.O											
Pontiac Street Streetscape											
10/27/22											
Proj. Bid Date:	LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	Estimate UNIT COST Est(\$)	AMOUNT Est(\$)	BIDDER: UNIT COST (\$)	AMOUNT (\$)	BIDDER: UNIT COST (\$)	AMOUNT (\$)
1	105-06845		CONSTRUCTION ENGINEERING	1	L.S.	\$90,738.00	\$90,738.00	\$54,000.00	\$54,000.00	\$75,000.00	\$75,000.00
2	110-01001		MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$50,094.00	\$50,094.00	\$79,400.00	\$79,400.00	\$103,000.00	\$103,000.00
3	201-52370		CLEARING RIGHT OF WAY	1	L.S.	\$50,094.00	\$50,094.00	\$16,500.00	\$16,500.00	\$20,000.00	\$20,000.00
4	202-02278		CURB, CONCRETE, REMOVE	3495	L.F.	\$10.00	\$34,950.00	\$6.40	\$22,368.00	\$5.00	\$17,475.00
5	202-02637		PIPE ABANDON AND GROUT FILL	10	L.F.	\$40.00	\$400.00	\$45.38	\$453.80	\$100.00	\$1,000.00
6	202-52710		PIPE ABANDON AND GROUT FILL	2708	SYS	\$10.00	\$27,080.00	\$13.58	\$36,774.64	\$10.50	\$28,434.00
7	202-91385		INLET, REMOVE	16	EACH	\$900.00	\$14,400.00	\$583.00	\$9,328.00	\$500.00	\$8,000.00
8	202-92607		SIGN POST, CHANNEL, REMOVE	7	EACH	\$70.00	\$490.00	\$133.00	\$931.00	\$50.00	\$350.00
9	202-93047		MANHOLE, REMOVE	5	EACH	\$1,000.00	\$5,000.00	\$550.00	\$2,750.00	\$600.00	\$3,000.00
10	202-93763		LIGHT STANDARD AND FOUNDATION, REMOVE	26	EACH	\$750.00	\$19,500.00	\$1,363.00	\$35,438.00	\$1,100.00	\$28,600.00
11	202-93995		SIGNAL POLE FOUNDATION, REMOVE	1	EACH	\$700.00	\$700.00	\$890.00	\$890.00	\$1,400.00	\$1,400.00
12	202-96133		PIPE, REMOVE	343	L.F.	\$30.00	\$10,290.00	\$26.95	\$9,243.85	\$15.00	\$5,145.00
13	202-99626		FOUNDATION FOR SIGNING, REMOVE	7	EACH	\$250.00	\$1,750.00	\$600.00	\$4,200.00	\$325.00	\$2,275.00
14	203-02000		EXCAVATION, COMMON	962	C.Y.	\$31.00	\$29,822.00	\$41.69	\$40,105.78	\$125.00	\$120,250.00
15	205-06933		TEMPORARY INLET PROTECTION	47	EACH	\$60.00	\$3,760.00	\$171.60	\$8,065.20	\$60.00	\$2,820.00
16	211-09265		STRUCTURE BACKFILL, TYPE 2	465	C.Y.	\$55.00	\$25,575.00	\$42.24	\$19,641.60	\$60.00	\$27,900.00
17	303-01180		COMPACTED AGGREGATE NO. 53	64	TON	\$40.00	\$2,560.00	\$30.80	\$1,971.20	\$60.00	\$3,840.00
18	306-11872		MILLING, PROFILE	3848	SYS	\$2.00	\$7,696.00	\$7.90	\$30,399.20	\$4.50	\$17,316.00
19	401-07321		QC/QA-HMA, 2, 64, SURFACE, 9.5 MM	483	TON	\$85.00	\$41,905.00	\$134.50	\$66,308.50	\$100.00	\$49,300.00
20	401-07390		QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 MM	362	TON	\$100.00	\$36,200.00	\$113.00	\$40,906.00	\$100.00	\$36,200.00
21	401-07407		QC/QA-HMA, 2, 64, BASE, 25.0 MM	484	TON	\$110.00	\$53,240.00	\$112.00	\$54,208.00	\$95.00	\$45,980.00
22	406-05521		ASPHALT FOR TACK COAT	7736	SYS	\$1.00	\$7,736.00	\$0.35	\$2,707.60	\$0.27	\$2,088.72
23	604-04740		PAVERS ON CONCRETE BASE (TYPE A, MIDNIGHT SKY)	1670	S.F.	\$35.00	\$58,450.00	\$36.48	\$60,921.60	\$33.00	\$55,110.00
24	604-04740		PAVERS ON CONCRETE BASE (TYPE B, WINTER MARVEL)	950	S.F.	\$35.00	\$33,250.00	\$36.48	\$34,656.00	\$33.00	\$31,350.00
25	604-06070(1)		SIDEWALK, CONCRETE, 4IN.	1515	SYS	\$70.00	\$106,050.00	\$71.00	\$107,565.00	\$63.00	\$95,445.00
26	604-06070(2)		CONCRETE, 4IN.	70	SYS	\$70.00	\$4,900.00	\$71.00	\$4,970.00	\$90.00	\$6,300.00
27	604-06070(2)		CONCRETE, 4IN., REINFORCED AT TREE GRATES	675	SYS	\$60.00	\$40,500.00	\$140.00	\$94,500.00	\$105.00	\$70,875.00
28	604-07092		BED COURSE MATERIAL	170	TON	\$65.00	\$11,050.00	\$36.30	\$6,171.00	\$60.00	\$10,200.00
29	604-08086		CURB RAMP, CONCRETE	758	SYS	\$200.00	\$151,600.00	\$120.00	\$90,960.00	\$130.00	\$98,540.00
30	604-12083		DETECTABLE WARNING SURFACES	72	SYS	\$200.00	\$14,400.00	\$285.00	\$20,520.00	\$185.00	\$13,320.00
31	605-06120		CURB, CONCRETE (8"W X 6"H)	4513	L.F.	\$50.00	\$225,650.00	\$45.50	\$205,341.50	\$37.00	\$166,981.00

32	605-06120	CURB, CONCRETE (8"W X 6"H)	155	L.F.	\$50.00	\$7,750.00	\$45.50	\$7,052.50	\$75.00	\$11,625.00
33	605-06120	CURB, CONCRETE (8"W FLUSH)	45	L.F.	\$50.00	\$2,250.00	\$45.00	\$2,025.00	\$75.00	\$5,375.00
34	610-07713	PCCP FOR APPROACHES, 8 IN.	482	SYS	\$135.00	\$68,320.00	\$98.00	\$42,336.00	\$110.00	\$47,520.00
35	618-03812	BENCH, ANOVA 6' CONTOUR BENCH	10	EACH	\$2,400.00	\$24,000.00	\$3,637.40	\$36,374.00	\$7,050.00	\$70,500.00
36	618-03812(1)	BENCH, ANOVA 6' FLAT BENCH	2	EACH	\$2,400.00	\$4,800.00	\$2,980.80	\$5,961.60	\$3,525.00	\$7,050.00
37	618-03812	SPECIALTY BENCH	13	EACH	\$850.00	\$11,050.00	\$1,588.70	\$20,653.10	\$8,124.00	\$105,612.00
38	618-04181	BICYCLE RACK	6	EACH	\$450.00	\$2,700.00	\$946.00	\$5,676.00	\$850.00	\$5,100.00
39	618-97672	TRASH RECEPTACLE, CITY STANDARD	6	EACH	\$1,500.00	\$9,000.00	\$3,228.70	\$19,372.20	\$3,734.00	\$22,404.00
40	621-06560	SEEDING	248	SYS	\$2.50	\$620.00	\$2.63	\$652.24	\$10.00	\$2,480.00
41	621-06570	TOPSOIL	115	C.Y.	\$50.00	\$5,750.00	\$64.00	\$7,350.00	\$65.00	\$7,475.00
42	621-06570	BIORETENTION SOIL	365	C.Y.	\$60.00	\$21,900.00	\$67.84	\$24,661.60	\$45.00	\$16,425.00
43	621-07643	TREE PROTECTION	6	EACH	\$500.00	\$3,000.00	\$350.00	\$2,100.00	\$125.00	\$750.00
44	622-04648	TREE GRATE AND FRAME	8	EACH	\$1,650.00	\$13,200.00	\$6,792.30	\$54,338.40	\$3,650.00	\$29,200.00
45	623-0300	VEGETATIVE MOBILIZATION AND DEMOBILIZATION	1	LS	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00
46	623-0400	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	32	EACH	\$500.00	\$16,000.00	\$509.15	\$16,292.80	\$845.00	\$27,040.00
47	623-0400	PLANT, DECIDUOUS SHRUB, 5 GALLON	84	EACH	\$90.00	\$7,560.00	\$63.00	\$5,292.00	\$85.00	\$7,140.00
48	623-0400	PLANT, PERENNIAL, 1 GALLON	2590	EACH	\$30.00	\$77,700.00	\$24.60	\$63,714.00	\$23.50	\$60,865.00
49	623-0600	MULCH	75	C.Y.	\$55.00	\$4,125.00	\$79.70	\$5,977.50	\$70.00	\$5,250.00
50	706-11455	BRIDGE RAILING PEDESTRIAN FENCE	122	L.F.	\$250.00	\$30,500.00	\$155.00	\$18,910.00	\$77.50	\$94,550.00
51	715-05146	PIPE, TYPE 2, CIRCULAR, 6 IN.	15	L.F.	\$70.00	\$1,050.00	\$88.00	\$1,320.00	\$75.00	\$1,125.00
52	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	681	L.F.	\$78.00	\$53,118.00	\$93.50	\$63,673.50	\$130.00	\$88,530.00
53	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	39	L.F.	\$100.00	\$3,900.00	\$106.70	\$4,161.30	\$140.00	\$5,460.00
54	720-01894	CASTING, FURNISH AND ADJUST TO GRADE (ADJUST TO GRADE)	21	EACH	\$2,500.00	\$52,500.00	\$991.65	\$20,824.65	\$750.00	\$15,750.00
55	720-03194(1)	60" MANHOLE	1	EACH	\$6,000.00	\$6,000.00	\$3,591.50	\$3,591.50	\$6,500.00	\$6,500.00
56	720-03905(1)	3x3 CATCH BASIN	11	EACH	\$5,000.00	\$55,000.00	\$5,197.50	\$57,172.50	\$6,250.00	\$68,750.00
57	720-03905(2)	48" CATCH BASIN	4	EACH	\$5,000.00	\$20,000.00	\$3,272.50	\$13,090.00	\$5,250.00	\$21,000.00
58	720-04682	33" ROUND INLET	3	EACH	\$3,200.00	\$9,600.00	\$1,947.00	\$5,841.00	\$3,000.00	\$9,000.00
59	720-04682(1)	30" ROUND INLET	1	EACH	\$2,800.00	\$2,800.00	\$1,842.50	\$1,842.50	\$2,750.00	\$2,750.00
60	720-04682(2)	2'X2' INLET	1	EACH	\$3,500.00	\$3,500.00	\$1,947.00	\$1,947.00	\$3,000.00	\$3,000.00
61	720-04682(3)	2'X3' INLET	1	EACH	\$4,000.00	\$4,000.00	\$2,090.00	\$2,090.00	\$3,100.00	\$3,100.00
62	720-04682(4)	12" ROUND INLET	7	EACH	\$500.00	\$3,500.00	\$1,694.00	\$11,858.00	\$2,200.00	\$15,400.00
63	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	21	EACH	\$400.00	\$8,400.00	\$242.00	\$5,082.00	\$250.00	\$5,250.00
64	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$90,738.00	\$90,738.00	\$83,135.00	\$83,135.00	\$199,464.00	\$199,464.00
65	802-04089	SIGN, SHEET, REMOVE	7	EACH	\$50.00	\$350.00	\$56.00	\$392.00	\$50.00	\$350.00
66	802-07060	SIGN, SHEET, RELOCATE	16	EACH	\$95.00	\$1,520.00	\$56.00	\$896.00	\$50.00	\$800.00
67	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	51	S.F.	\$20.00	\$1,020.00	\$39.20	\$1,999.20	\$35.00	\$1,785.00
68	802-76055	SIGN POST, A	117	L.F.	\$28.00	\$3,276.00	\$20.50	\$2,398.50	\$12.00	\$1,404.00

69	802-99045	SIGN REMOUNTING	16	EACH	\$80.00	\$1,280.00	\$56.00	\$896.00	\$50.00	\$800.00
70	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	EACH	\$850.00	\$850.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00
71	805-01842	HANDHOLE SIGNAL TYPE 1	6	EACH	\$1,500.00	\$9,000.00	\$1,792.00	\$10,752.00	\$1,600.00	\$9,600.00
72	805-01844(1)	CONDUIT, HDPE, 1.5 IN. SDR 13.5	618	L.F.	\$40.00	\$24,720.00	\$33.60	\$20,764.80	\$30.00	\$18,540.00
73	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	16	EACH	\$785.00	\$12,560.00	\$896.00	\$14,336.00	\$800.00	\$12,800.00
74	805-02445	CONTROLLER AND CABINET, P1	2	EACH	\$18,000.00	\$36,000.00	\$28,000.00	\$56,000.00	\$25,000.00	\$50,000.00
75	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	2	EACH	\$1,100.00	\$2,200.00	\$1,680.00	\$3,360.00	\$1,500.00	\$3,000.00
76	805-05405	SIGNAL POLE, PEDESTAL, 4FT	2	EACH	\$750.00	\$1,500.00	\$896.00	\$1,792.00	\$800.00	\$1,600.00
77	805-11385	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, E	1	EACH	\$12,000.00	\$12,000.00	\$16,800.00	\$16,800.00	\$15,000.00	\$15,000.00
78	805-11817	PEDESTRIAN PUSH BUTTON, APS	16	EACH	\$1,100.00	\$17,600.00	\$1,568.00	\$25,088.00	\$1,400.00	\$22,400.00
79	805-12300	SIGNAL POLE, PEDESTAL, 25 FT (SIGNAL POLE AND CANTILVER, REMOVE AND RESET)	2	EACH	\$3,000.00	\$6,000.00	\$2,352.00	\$4,704.00	\$2,100.00	\$4,200.00
80	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	1405	L.F.	\$2.50	\$3,512.50	\$2.80	\$3,934.00	\$2.50	\$3,512.50
81	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	1405	L.F.	\$3.50	\$4,917.50	\$3.36	\$4,720.80	\$3.00	\$4,215.00
82	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	2356	L.F.	\$3.00	\$7,068.00	\$2.52	\$5,937.12	\$2.25	\$5,301.00
83	805-78925	CONTROLLER CABINET FOUNDATION, P1	2	EACH	\$1,500.00	\$3,000.00	\$3,920.00	\$7,840.00	\$3,500.00	\$7,000.00
84	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	2	EACH	\$1,300.00	\$2,600.00	\$1,344.00	\$2,688.00	\$1,200.00	\$2,400.00
85	807-02191	HANDHOLE LIGHTING	4	EACH	\$1,200.00	\$4,800.00	\$1,792.00	\$7,168.00	\$1,600.00	\$6,400.00
86	807-03584	RELOCATE EXISTING LIGHT	26	EACH	\$750.00	\$19,500.00	\$840.00	\$21,840.00	\$750.00	\$19,500.00
87	807-06592	CONDUIT, STEEL, GALVANIZED, 2 IN.	881	L.F.	\$30.00	\$26,430.00	\$33.60	\$29,601.60	\$30.00	\$26,430.00
88	807-07580	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	3180	L.F.	\$17.00	\$54,060.00	\$22.40	\$71,232.00	\$20.00	\$63,600.00
89	807-12184	LIGHTING FOUNDATION, CONCRETE WITH GROUNDING 24 IN. DIA X 72 IN.	26	EACH	\$1,200.00	\$31,200.00	\$1,680.00	\$43,680.00	\$1,500.00	\$39,000.00
90	807-86889	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	146	L.F.	\$3.00	\$438.00	\$1.68	\$245.28	\$1.50	\$219.00
91	807-86910	CONNECTOR KIT, UNFUSED	23	EACH	\$50.00	\$1,150.00	\$72.80	\$1,674.40	\$65.00	\$1,495.00
92	807-86915	CONNECTOR KIT, FUSED	23	EACH	\$45.00	\$1,035.00	\$72.80	\$1,674.40	\$65.00	\$1,495.00
93	807-86925	MULTIPLE COMPRESSION FITTING, WATERPROOFED	107	EACH	\$40.00	\$4,280.00	\$33.60	\$3,595.20	\$30.00	\$3,210.00
94	807-86935	INSULATION LINK, WATERPROOFED	82	EACH	\$35.00	\$2,870.00	\$33.60	\$2,755.20	\$30.00	\$2,460.00
95	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	1753	L.F.	\$10.00	\$17,530.00	\$10.92	\$19,142.76	\$9.55	\$16,741.15
96	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	120	L.F.	\$1.00	\$120.00	\$1.53	\$183.60	\$1.33	\$159.60
97	808-06711	LINE, EPOXY PAINT, BROKEN, WHITE, 4 IN.	75	L.F.	\$0.50	\$37.50	\$1.53	\$114.75	\$1.33	\$99.75
98	808-06712	LINE, EPOXY PAINT, BROKEN, YELLOW, 4 IN.	58	L.F.	\$0.50	\$29.00	\$1.53	\$88.74	\$1.33	\$77.14
99	808-06713	LINE, EPOXY PAINT, SOLID, WHITE, 4 IN.	176	L.F.	\$0.50	\$88.00	\$1.25	\$220.00	\$1.09	\$191.84
100	808-06714	LINE, EPOXY PAINT, SOLID, YELLOW, 4 IN.	1770	L.F.	\$0.50	\$885.00	\$1.25	\$2,212.50	\$1.09	\$1,929.30
101	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	264	L.F.	\$12.00	\$3,168.00	\$12.94	\$3,416.16	\$11.25	\$2,970.00
102	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	2	EACH	\$140.00	\$280.00	\$201.00	\$402.00	\$175.00	\$350.00
103	109-04299	WORK ALLOWANCE	1	L.S.	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
104	105-06845	Alternate #1 CONSTRUCTION ENGINEERING	1	L.S.	\$22,462.00	\$22,462.00	\$15,800.00	\$15,800.00	\$20,000.00	\$20,000.00
105	110-01001	Alternate #1 MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$13,477.00	\$13,477.00	\$31,480.00	\$31,480.00	\$28,000.00	\$28,000.00

106	201-52370	Alternate #1	CLEARING RIGHT OF WAY	1	L.S.	\$13,477.00	\$13,477.00	\$6,380.00	\$6,380.00	\$5,000.00	\$5,000.00	\$5,000.00
107	202-02278	Alternate #1	CURB, CONCRETE, REMOVE	768	L.F.	\$10.00	\$7,680.00	\$6.40	\$4,915.20	\$5.00	\$3,840.00	\$3,840.00
108	202-52710	Alternate#1	SIDEWALK CONCRETE, REMOVE	613	SYS	\$10.00	\$6,130.00	\$13.56	\$8,324.54	\$10.50	\$6,436.50	\$6,436.50
109	202-91385	Alternate#1	INLET, REMOVE	2	EACH	\$9000.00	\$1,800.00	\$660.00	\$1,320.00	\$500.00	\$1,000.00	\$1,000.00
110	202-93763	Alternate#1	LIGHT STANDARD AND FOUNDATION, REMOVE	6	EACH	\$750.00	\$4,500.00	\$1,390.00	\$8,340.00	\$1,100.00	\$6,600.00	\$6,600.00
111	202-96133	Alternate#1	PIPE, REMOVE	55	L.F.	\$30.00	\$1,650.00	\$27.50	\$1,512.50	\$15.00	\$825.00	\$825.00
112	203-02000	Alternate#1	EXCAVATION, COMMON	147	C.Y.	\$31.00	\$4,557.00	\$66.00	\$9,702.00	\$125.00	\$18,375.00	\$18,375.00
113	205-06993	Alternate#1	TEMPORARY INLET PROTECTION	5	EACH	\$80.00	\$400.00	\$170.50	\$852.50	\$60.00	\$300.00	\$300.00
114	211-09265	Alternate#1	STRUCTURE BACKFILL, TYPE 2	155	C.Y.	\$55.00	\$8,525.00	\$42.24	\$6,547.20	\$60.00	\$9,300.00	\$9,300.00
115	303-01180	Alternate#1	COMPACTED AGGREGATE NO. 53	6	TON	\$40.00	\$240.00	\$33.00	\$198.00	\$60.00	\$360.00	\$360.00
116	306-11872	Alternate#1	MILLING, PROFILE	849	SYS	\$2.00	\$1,698.00	\$7.90	\$6,707.10	\$4.50	\$3,820.50	\$3,820.50
117	401-07321	Alternate#1	OC/QA-HMA, 2, 64, SURFACE, 9.5 MM	109	TON	\$85.00	\$9,265.00	\$134.50	\$14,660.50	\$100.00	\$10,900.00	\$10,900.00
118	401-07390	Alternate #1	OC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 MM	110	TON	\$100.00	\$11,000.00	\$113.00	\$12,430.00	\$100.00	\$11,000.00	\$11,000.00
119	401-07407	Alternate #1	OC/QA-HMA, 2, 64, BASE, 25.0 MM	147	TON	\$110.00	\$16,170.00	\$112.00	\$16,464.00	\$95.00	\$13,965.00	\$13,965.00
120	406-05521	Alternate #1	ASPHALT FOR TACK COAT	1630	SYS	\$1.00	\$1,630.00	\$0.35	\$570.50	\$0.27	\$440.10	\$440.10
121	604-04740	Alternate #1	PAVERS ON CONCRETE BASE (TYPE A, MIDNIGHT SKY)	2225	S.F.	\$35.00	\$77,875.00	\$36.48	\$81,168.00	\$33.00	\$73,425.00	\$73,425.00
122	604-04740	Alternate #1	PAVERS ON CONCRETE BASE (TYPE B, WINTER MARVEL)	1355	S.F.	\$35.00	\$47,425.00	\$36.48	\$49,430.40	\$33.00	\$44,715.00	\$44,715.00
123	604-06070(1)	Alternate #1	SIDEWALK, CONCRETE, 4IN.	352	SYS	\$70.00	\$24,640.00	\$71.00	\$24,992.00	\$63.00	\$22,176.00	\$22,176.00
124	604-07092	Alternate #1	BED COURSE MATERIAL	40	TON	\$65.00	\$2,600.00	\$36.60	\$1,464.00	\$60.00	\$2,400.00	\$2,400.00
125	604-08086	Alternate #1	CURB RAMP, CONCRETE	145	SYS	\$200.00	\$29,000.00	\$120.00	\$17,400.00	\$130.00	\$18,850.00	\$18,850.00
126	604-12083	Alternate #1	DETECTABLE WARNING SURFACES	13	SYS	\$200.00	\$2,600.00	\$285.00	\$3,705.00	\$185.00	\$2,405.00	\$2,405.00
127	605-06120	Alternate #1	CURB, CONCRETE (8'W X 6'H)	864	L.F.	\$50.00	\$43,200.00	\$45.50	\$39,312.00	\$37.00	\$31,968.00	\$31,968.00
128	605-06120	Alternate #1	CURB, CONCRETE (8'W FLUSH)	130	L.F.	\$50.00	\$6,500.00	\$45.00	\$5,850.00	\$75.00	\$9,750.00	\$9,750.00
129	610-07713	Alternate #1	PCCP FOR APPROACHES, 8 IN.	53	SYS	\$135.00	\$7,155.00	\$98.00	\$5,194.00	\$110.00	\$5,830.00	\$5,830.00
130	618-03812(1)	Alternate #1	BENCH, ANOVA 6' FLAT BENCH	3	EACH	\$2,400.00	\$7,200.00	\$2,981.00	\$8,943.00	\$3,525.00	\$10,575.00	\$10,575.00
131	618-04181	Alternate #1	BICYCLE RACK	3	EACH	\$450.00	\$1,350.00	\$970.65	\$2,911.95	\$850.00	\$2,550.00	\$2,550.00
132	618-07573	Alternate #1	CHAIR	24	EACH	\$500.00	\$12,000.00	\$770.14	\$18,483.36	\$926.00	\$22,224.00	\$22,224.00
133	618-97671	Alternate #1	TABLE	6	EACH	\$1,725.00	\$10,350.00	\$2,237.15	\$13,422.90	\$2,384.00	\$14,304.00	\$14,304.00
134	618-97672	Alternate #1	TRASH RECEPTACLE, CITY STANDARD	2	EACH	\$1,500.00	\$3,000.00	\$3,246.13	\$6,492.26	\$3,734.00	\$7,468.00	\$7,468.00
135	623-0300	Alternate #1	VEGETATIVE MOBILIZATION AND DEMOBILIZATION	1	LS	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$3,500.00
136	621-06570	Alternate #1	TOPSOIL	47	C.Y.	\$50.00	\$2,350.00	\$64.00	\$3,008.00	\$65.00	\$3,055.00	\$3,055.00
137	621-06570	Alternate #1	BIORETENTION SOIL	31	C.Y.	\$60.00	\$1,860.00	\$87.84	\$2,723.04	\$45.00	\$1,395.00	\$1,395.00
138	621-06560	Alternate #1	SEEDING	69	SYS	\$2.50	\$172.50	\$2.63	\$181.47	\$10.00	\$690.00	\$690.00
139	621-07643	Alternate #1	TREE PROTECTION	5	EACH	\$500.00	\$2,500.00	\$350.00	\$1,750.00	\$125.00	\$625.00	\$625.00
140	623-0600	Alternate #1	MULCH	16	C.Y.	\$55.00	\$880.00	\$79.70	\$1,275.20	\$70.00	\$1,120.00	\$1,120.00
141	623-0400	Alternate #1	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	8	EACH	\$500.00	\$4,000.00	\$509.15	\$4,073.20	\$845.00	\$6,760.00	\$6,760.00
142	623-0400	Alternate #1	PLANT, DECIDUOUS SHRUB, 5 GALLON	20	EACH	\$90.00	\$1,800.00	\$63.00	\$1,260.00	\$85.00	\$1,700.00	\$1,700.00

143	623-0400 Alternate #1	PLANT, PERENNIAL, 1 GALLON	549	EACH	\$30.00	\$16,470.00	\$24.60	\$13,505.40	\$23.50	\$12,901.50
144	715-05149 Alternate #1	PIPE, TYPE 2, CIRCULAR, 12 IN.	56	L.F.	\$78.00	\$4,368.00	\$81.40	\$4,558.40	\$130.00	\$7,280.00
145	720-01894 Alternate #1	CASTING, FURNISH AND ADJUST TO GRADE (ADJUST TO GRADE)	3	EACH	\$2,500.00	\$7,500.00	\$990.00	\$2,970.00	\$750.00	\$2,250.00
146	720-03905(1) Alternate #1	3x3 CATCH BASIN	2	EACH	\$5,000.00	\$10,000.00	\$5,225.00	\$10,450.00	\$6,250.00	\$12,500.00
147	720-04682(4) Alternate #1	12" ROUND INLET	1	EACH	\$500.00	\$500.00	\$1,870.00	\$1,870.00	\$2,200.00	\$2,200.00
148	720-94840 Alternate #1	CASTING, WATER VALVE, ADJUST TO GRADE	5	EACH	\$400.00	\$2,000.00	\$236.50	\$1,182.50	\$250.00	\$1,250.00
149	801-06775 Alternate #1	MAINTAINING TRAFFIC	1	L.S.	\$22,462.00	\$22,462.00	\$37,480.00	\$37,480.00	\$55,840.46	\$55,840.46
150	802-07060 Alternate #1	SIGN, SHEET, RELOCATE	4	EACH	\$95.00	\$380.00	\$56.00	\$224.00	\$50.00	\$200.00
151	802-09838 Alternate #1	SIGN, SHEET, WITH LEGEND, 0.080 IN.	10	S.F.	\$20.00	\$200.00	\$39.20	\$392.00	\$35.00	\$350.00
152	802-76055 Alternate #1	SIGN POST, A	26	L.F.	\$28.00	\$728.00	\$20.50	\$533.00	\$12.00	\$312.00
153	802-99045 Alternate #1	SIGN REMOUNTING	4	EACH	\$80.00	\$320.00	\$56.00	\$224.00	\$50.00	\$200.00
154	805-01844(1) Alternate #1	CONDUIT, HDPE, 1.5 IN. SDR 13.5	143	L.F.	\$40.00	\$5,720.00	\$33.60	\$4,804.80	\$30.00	\$4,290.00
155	807-03594 Alternate #1	RELOCATE EXISTING LIGHT	6	EACH	\$750.00	\$4,500.00	\$84.00	\$5,040.00	\$750.00	\$4,500.00
156	807-06592 Alternate #1	CONDUIT, STEEL, GALVANIZED, 2 IN.	203	L.F.	\$30.00	\$6,090.00	\$33.60	\$6,820.80	\$30.00	\$6,090.00
157	807-07580 Alternate #1	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	752	L.F.	\$17.00	\$12,784.00	\$22.40	\$16,844.80	\$20.00	\$15,040.00
158	807-12184 Alternate #1	LIGHTING FOUNDATION, CONCRETE WITH GROUNDING 24 IN. DIA X 72 IN.	6	EACH	\$1,200.00	\$7,200.00	\$1,680.00	\$10,080.00	\$1,500.00	\$9,000.00
159	807-86889 Alternate #1	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	34	L.F.	\$3.00	\$102.00	\$1.68	\$57.12	\$1.50	\$51.00
160	807-86910 Alternate #1	CONNECTOR KIT, UNFUSED	5	EACH	\$50.00	\$250.00	\$72.80	\$364.00	\$65.00	\$325.00
161	807-86915 Alternate #1	CONNECTOR KIT, FUSED	5	EACH	\$45.00	\$225.00	\$72.80	\$364.00	\$65.00	\$325.00
162	807-86925 Alternate #1	MULTIPLE COMPRESSION FITTING, WATERPROOFED	25	EACH	\$40.00	\$1,000.00	\$33.60	\$840.00	\$30.00	\$750.00
163	807-86935 Alternate #1	INSULATION LINK, WATERPROOFED	19	EACH	\$35.00	\$665.00	\$33.60	\$638.40	\$30.00	\$570.00
164	808-03439 Alternate #1	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	219	L.F.	\$10.00	\$2,190.00	\$15.24	\$3,337.56	\$13.25	\$2,901.75
165	808-06703 Alternate #1	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	32	L.F.	\$1.00	\$32.00	\$1.53	\$48.96	\$1.33	\$42.56
166	808-06714 Alternate #1	LINE, EPOXY PAINT, SOLID, YELLOW, 4 IN.	257	L.F.	\$0.50	\$128.50	\$1.25	\$321.25	\$1.09	\$280.13
167	808-75297 Alternate #1	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	14	L.F.	\$12.00	\$168.00	\$15.24	\$213.36	\$13.25	\$185.50

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

RESOLUTION/WORK ORDER # 109-10-4-22-1

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: Removing and replacing sidewalks and drive approaches from Hanna Street to Smith with two alternates possibly extending the streetscape to either Oliver or Bowser with an eight-foot concrete trail on the north and five-foot walk on the south. The driving lane widths will be decreased to accommodate the new trail and new landscaping areas with new trees and bioswale areas. There will also be upgrades to the ADA ramps, storm drainage, new street lighting placements, and an alternate for possible crosswalk and intersection upgrades. Several areas will get a brick paver treatment adjacent to the concrete walk and trail, and also installation of site furnishings in various locations.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pontiac Street Streetscape

ARTICLE 3—ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Taylor Siefker Williams Design Group.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before 8/1/2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 8/30/2023.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 Contractor must coordinate construction with other construction and contractors in the Pontiac Streetscape area.
 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 **\$2,850,026.54**.

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 **96** sheets with each sheet bearing the following general title: **Pontiac Street Streetscape From Hanna Street to Anthony Boulevard**.
 7. Addenda (numbers **1** to **3**, 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 8 day of November 2022 personally appeared the within named Andrew Schenkel who being by me first duly sworn upon his oath says that he is the of Malo + Contracting and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Same for the uses and purposes therein set forth.

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



Shannon Woods
Notary Public
Shannon Woods
Printed Name of Notary

My Commission Expires: 2/23/2030

Resident of Allen 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 109-10-4-22-1).

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

CONTRACTOR

OWNER

MALOTT CONTRACTING INC.

CITY OF FORT WAYNE

BY: *[Signature]*
Print Name Andrew Schenk

BY: _____
THOMAS C. HENRY, MAYOR

TITLE: Treasurer

BOARD OF PUBLIC WORKS

DATE: 11-8-2022
(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)

109-10-4-22-1 - Pontiac St. Streetscape (#8308755)

Owner: Public Works

Solicitor: Fort Wayne IN, City of

10/27/2022 02:00 PM EDT

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension
Pontiac Street Streetscape - Hanna to Smith	1	105-06845	CONSTRUCTION ENGINEERING	L.S.	1	\$54,000.00	\$54,000.00
	2	110-01001	MOBILIZATION AND DEMOBILIZATION	L.S.	1	\$79,400.00	\$79,400.00
	3	201-52370	CLEARING RIGHT OF WAY	L.S.	1	\$16,500.00	\$16,500.00
	4	202-02278	CURB, CONCRETE, REMOVE	L.F.	3495	\$6.40	\$22,368.00
	5	202-02637	PIPE ABANDON AND GROUT FILL	L.F.	10	\$45.38	\$453.80
	6	202-52710	SIDEWALK CONCRETE, REMOVE	SYS	2708	\$13.58	\$36,774.64
	7	202-91385	INLET, REMOVE	EACH	16	\$583.00	\$9,328.00
	8	202-92607	SIGN POST, CHANNEL, REMOVE	EACH	7	\$133.00	\$931.00
	9	202-93047	MANHOLE, REMOVE	EACH	5	\$550.00	\$2,750.00
	10	202-93763	LIGHT STANDARD AND FOUNDATION, REMOVE	EACH	26	\$1,363.00	\$35,438.00
	11	202-93995	SIGNAL POLE FOUNDATION, REMOVE	EACH	1	\$890.00	\$890.00
	12	202-96133	PIPE, REMOVE	L.F.	343	\$26.85	\$9,243.85
	13	202-99626	FOUNDATION FOR SIGNING, REMOVE	EACH	7	\$600.00	\$4,200.00
	14	203-02000	EXCAVATION, COMMON	C.Y.	962	\$41.69	\$40,105.78
	15	205-06993	TEMPORARY INLET PROTECTION	EACH	47	\$171.60	\$8,065.20
	16	211-09265	STRUCTURE BACKFILL, TYPE 2	C.Y.	465	\$42.24	\$19,641.60
	17	303-01180	COMPACTED AGGREGATE NO. 53	TON	64	\$30.80	\$1,971.20
	18	306-11872	MILLING, PROFILE	SYS	3848	\$7.90	\$30,399.20
	19	401-07321	HMA TYPE B, SURFACE, 9.5 MM	TON	493	\$134.50	\$66,308.50
	20	401-07390	HMA TYPE B, INTERMEDIATE, 19.0 MM	TON	362	\$113.00	\$40,906.00
	21	401-07407	HMA TYPE B, BASE, 25.0 MM	TON	484	\$112.00	\$54,208.00
	22	406-05521	ASPHALT FOR TACK COAT	SYS	7736	\$0.35	\$2,707.60
	23	604-04740	PAVERS ON CONCRETE BASE (TYPE A, MIDNIGHT SKY)	S.F.	1670	\$36.48	\$60,921.60
	24	604-04740	PAVERS ON CONCRETE BASE (TYPE B, WINTER MARVEL)	S.F.	950	\$36.48	\$34,656.00
	25	604-06070(1)	SIDEWALK, CONCRETE, 4IN.	SYS	1515	\$71.00	\$107,565.00
	26	604-06070(2)	CONCRETE, 4IN.	SYS	70	\$71.00	\$4,970.00
	27	604-06070(2)	CONCRETE, 4IN, REINFORCED AT TREE GRATES	SYS	675	\$140.00	\$94,500.00
	28	604-07092	BED COURSE MATERIAL	TON	170	\$36.30	\$6,171.00
	29	604-08086	CURB RAMP, CONCRETE	SYS	758	\$120.00	\$90,960.00
	30	604-12083	DETECTABLE WARNING SURFACES	SYS	72	\$285.00	\$20,520.00
	31	605-06120	CURB, CONCRETE (8"W X 6"H)	L.F.	4513	\$45.50	\$205,341.50
	32	605-06120	CURB, CONCRETE (8"W X 6"H)	L.F.	155	\$45.50	\$7,052.50
	33	605-06120	CURB, CONCRETE (8"W FLUSH)	L.F.	45	\$45.00	\$2,025.00
	34	610-07713	PCCP FOR APPROACHES, 8 IN.	SYS	482	\$98.00	\$42,336.00
	35	618-03812	BENCH, ANOVA 6' CONTOUR BENCH	EACH	10	\$3,637.40	\$36,374.00
	36	618-03812(1)	BENCH, ANOVA 6' FLAT BENCH	EACH	2	\$2,980.80	\$5,961.60
	37	618-03812	SPECIALTY BENCH	EACH	13	\$1,588.70	\$20,653.10
	38	618-04181	BICYCLE RACK	EACH	6	\$946.00	\$5,676.00
	39	618-97672	TRASH RECEPTACLE, CITY STANDARD	EACH	6	\$3,228.70	\$19,372.20
	40	621-06560	SEEDING	SYS	248	\$2.63	\$652.24

41	621-06570	TOPSOIL	C.Y.	115	\$64.00	\$7,360.00
42	621-06570	BIORETENTION SOIL	C.Y.	365	\$87.84	\$32,061.60
43	621-07643	TREE PROTECTION	EACH	6	\$350.00	\$2,100.00
44	622-04648	TREE GRATE AND FRAME	EACH	8	\$6,792.50	\$54,338.40
45	623-0300	VEGETATIVE MOBILIZATION AND DEMOBILIZATION	LS	1	\$4,500.00	\$4,500.00
46	623-0400	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	EACH	32	\$509.15	\$16,292.80
47	623-0400	PLANT, DECIDUOUS SHRUB, 5 GALLON	EACH	84	\$63.00	\$5,292.00
48	623-0400	PLANT, PERENNIAL, 1 GALLON	EACH	2590	\$24.60	\$63,714.00
49	623-0600	MULCH	C.Y.	75	\$79.70	\$5,977.50
50	706-11455	BRIDGE RAILING PEDESTRIAN FENCE	L.F.	122	\$155.00	\$18,910.00
51	715-05146	PIPE, TYPE 2, CIRCULAR, 6 IN.	L.F.	15	\$88.00	\$1,320.00
52	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	L.F.	681	\$93.50	\$63,673.50
53	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	L.F.	39	\$106.70	\$4,161.30
54	720-01894	CASTING, FURNISH AND ADJUST TO GRADE (ADJUST TO GRADE)	EACH	21	\$991.65	\$20,824.65
55	720-03194(1)	60" MANHOLE	EACH	1	\$3,591.50	\$3,591.50
56	720-03905(1)	3x3 CATCH BASIN	EACH	11	\$5,197.50	\$57,172.50
57	720-03905(2)	48" CATCH BASIN	EACH	4	\$3,272.50	\$13,090.00
58	720-04682	33" ROUND INLET	EACH	3	\$1,947.00	\$5,841.00
59	720-04682(1)	30" ROUND INLET	EACH	1	\$1,842.50	\$1,842.50
60	720-04682(2)	2'X2' INLET	EACH	1	\$1,947.00	\$1,947.00
61	720-04682(3)	2'X3' INLET	EACH	1	\$2,090.00	\$2,090.00
62	720-04682(4)	12" ROUND INLET	EACH	7	\$1,694.00	\$11,858.00
63	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	EACH	21	\$242.00	\$5,082.00
64	801-06775	MAINTAINING TRAFFIC	L.S.	1	\$83,135.00	\$83,135.00
65	802-04089	SIGN, SHEET, REMOVE	EACH	7	\$56.00	\$392.00
66	802-07060	SIGN, SHEET, RELOCATE	EACH	16	\$56.00	\$896.00
67	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	S.F.	51	\$39.20	\$1,999.20
68	802-76055	SIGN POST, A	L.F.	117	\$20.50	\$2,398.50
69	802-99045	SIGN REMOUNTING	EACH	16	\$56.00	\$896.00
70	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	EACH	1	\$2,800.00	\$2,800.00
71	805-01842	HANDHOLE SIGNAL TYPE 1	EACH	6	\$1,792.00	\$10,752.00
72	805-01844(1)	CONDUIT, HDPE, 1.5 IN. SDR 13.5	L.F.	618	\$33.60	\$20,764.80
73	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EACH	16	\$896.00	\$14,336.00
74	805-02445	CONTROLLER AND CABINET, P1	EACH	2	\$28,000.00	\$56,000.00
75	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	EACH	2	\$1,680.00	\$3,360.00
76	805-05405	SIGNAL POLE, PEDESTAL, 4FT	EACH	2	\$896.00	\$1,792.00
77	805-11385	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, E	EACH	1	\$16,800.00	\$16,800.00
78	805-11817	PEDESTRIAN PUSH BUTTON, APS	EACH	16	\$1,568.00	\$25,088.00
79	805-12300	SIGNAL POLE, PEDESTAL, 25 FT (SIGNAL POLE AND CANTILEVER, REMOVE AND RESET)	EACH	2	\$2,352.00	\$4,704.00
80	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	L.F.	1405	\$2.80	\$3,934.00
81	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	L.F.	1405	\$3.36	\$4,720.80
82	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	L.F.	2356	\$2.52	\$5,937.12
83	805-78925	CONTROLLER CABINET FOUNDATION, P1	EACH	2	\$3,920.00	\$7,840.00
84	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	EACH	2	\$1,344.00	\$2,688.00
85	807-02191	HANDHOLE LIGHTING	EACH	4	\$1,792.00	\$7,168.00
86	807-03594	RELOCATE EXISTING LIGHT	EACH	26	\$940.00	\$21,840.00
87	807-06592	CONDUIT, STEEL, GALVANIZED, 2 IN.	L.F.	881	\$33.60	\$29,601.60
88	807-07580	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	L.F.	3180	\$22.40	\$71,232.00

Item #	Description	LS	Quantity	Unit	Price
135	623-0300 Alternate #1	LS	1		\$1,800.00
136	621-06570 Alternate #1	C.Y.	47		\$3,008.00
137	621-06570 Alternate #1	C.Y.	31		\$2,723.04
138	621-06560 Alternate #1	SYS	69		\$181.47
139	621-07643 Alternate #1	EACH	5		\$350.00
140	623-0600 Alternate #1	C.Y.	16		\$1,275.20
141	623-0400 Alternate #1	EACH	8		\$509.15
142	623-0400 Alternate #1	EACH	20		\$63.00
143	623-0400 Alternate #1	EACH	549		\$24.60
144	715-05149 Alternate #1	L.F.	56		\$81.40
145	720-01894 Alternate #1	EACH	3		\$990.00
146	720-03905(1) Alternate #1	EACH	2		\$5,225.00
147	720-04682(4) Alternate #1	EACH	1		\$1,870.00
148	720-94840 Alternate #1	EACH	5		\$236.50
149	801-06775 Alternate #1	L.S.	1		\$37,480.00
150	802-07060 Alternate #1	EACH	4		\$56.00
151	802-09838 Alternate #1	S.F.	10		\$39.20
152	802-76055 Alternate #1	L.F.	26		\$20.50
153	802-99045 Alternate #1	EACH	4		\$56.00
154	805-01844(1) Alternate #1	L.F.	143		\$33.60
155	807-03594 Alternate #1	EACH	6		\$840.00
156	807-06592 Alternate #1	L.F.	203		\$33.60
157	807-07580 Alternate #1	L.F.	752		\$22.40
158	807-12184 Alternate #1	EACH	6		\$1,680.00
159	807-86889 Alternate #1	L.F.	34		\$1.68
160	807-86910 Alternate #1	EACH	5		\$364.00
161	807-86915 Alternate #1	EACH	5		\$72.80
162	807-86925 Alternate #1	EACH	25		\$33.60
163	807-86935 Alternate #1	EACH	19		\$33.60
164	808-03439 Alternate #1	L.F.	219		\$15.24
165	808-06703 Alternate #1	L.F.	32		\$1.53
166	808-06714 Alternate #1	L.F.	257		\$1.25
167	808-75297 Alternate #1	L.F.	14		\$15.24
Base Bid Total:					\$2,285,818.37
Bid total with Alternate #1					\$2,850,026.54

Base Bid Total:
Bid total with Alternate #1

Drug Policy Acknowledgement Form

Contractor acknowledges the City of Fort Wayne has in place a 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.cityoffortwayne.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.

Malott Contracting, Inc

Name of Company

By: ALPH H Treasurer

Name and Title

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
andys@malottcontracting.com
E-Mail Address

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

Name (Printed) Andrew Schenk Title Treasurer
Signature [Handwritten 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.

DIGEST SHEET

TITLE OF ORDINANCE. An Ordinance approving a construction contract for Pontiac St. Streetscape – Resolution/Work Order #109-10-4-22-1 between Malott Contracting, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

DEPARTMENT REQUESTING RESOLUTION. Community Development

SYNOPSIS OF ORDINANCE. Approves a contract for construction of Pontiac Street Streetscape between Malott Contracting, Inc. and the City of Fort Wayne, Indiana in connection with the Board of Public Works. The contract amount is \$2,850,026.54.

EFFECT OF PASSAGE. Malott Contracting Inc. will be responsible for constructing Pontiac Street Streetscape which consists of work along the north and south sides of Pontiac Street from Hanna Street to Oliver Street. The proposed improvements include installation of an eight-foot concrete trail on the north and a five-foot sidewalk on the south, new landscaping and bioswales, upgrades to ADA ramps, storm drainage, street light locations and site furnishings. Construction will start in Spring of 2023 and will be completed by August 30, 2023.

EFFECT OF NON-PASSAGE. Without approval of this contract, construction of this project will not move forward. The sidewalks currently do not meet ADA guidelines and the area is not pedestrian friendly.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). \$1,700,000 will come from American Rescue Plan Act (ARPA) funds and the remaining \$1,150,026.54 will come from the Community Development LIT budget.

ASSIGNED TO COMMITTEE (PRESIDENT). _____



COMMUNITY DEVELOPMENT

Vibrant. Prosperous. Growing.

Thomas C. Henry, Mayor

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne, IN 46802

260 427-1127 fwcommunitydevelopment.org

MEMO

To: City of Fort Wayne Common Council

Copy: City of Fort Wayne Community Development Division

From: Stacy Haviland, Community Development Administrator, 427-2147

Subject: Council Approval of a construction contract for Pontiac St. Streetscape – Resolution/Work Order #109-10-4-22-1 between Malott Contracting, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

Date: November 17, 2022

The Community Development Division hereby requests that the Common Council consider and approve a construction contract for Pontiac Street Streetscape between Malott Contracting, Inc. and the City of Fort Wayne. The contract amount is \$2,850,026.54.

This project consists of work along the north and south sides of Pontiac Street from Hanna Street to Oliver Street. The proposed improvements include installation of an eight-foot concrete trail on the north and a five-foot sidewalk on the south, new landscaping and bioswales, upgrades to ADA ramps, storm drainage, street light locations and site furnishings. Construction will start in Spring of 2023 and will be completed by August 30, 2023.

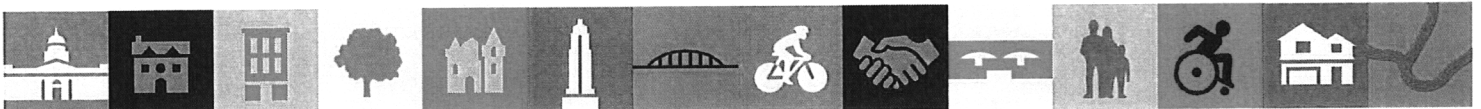
Requests for bids for this project were publicly advertised (Resolution/Work Order #109-10-4-22-1). Two companies submitted a bid. Staff has reviewed the bids and determined that Malott Contracting, Inc. is the lowest and most responsive bidder. The bid tabulation is attached.

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 427-2147.

Thank you in advance.

A handwritten signature in black ink, appearing to read "Stacy Haviland".

An Equal Opportunity Employer



BILL NO. S-22-11-37

REPORT OF COMMITTEE ON FINANCE

December 6, 2022


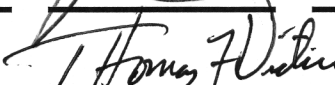


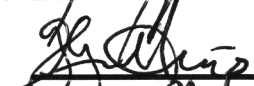


Russ Jehl Chair

Sharon Tucker Co-Chair

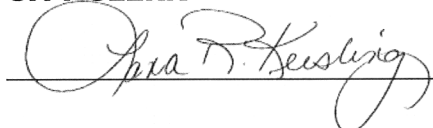
All Council Members

An Ordinance approving a Construction Contract for Pontiac St. Streetscape - Resolution/Work Order #109-10-4-22-1 between Malott Contracting, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$2,850,026.54, using ARPA funds previously approved via Resolution R-80-22

<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 Jehl.

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: December 13, 2022

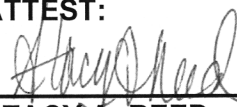


 STACY A. REED, DEPUTY CITY CLERK

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

Special Ordinance No. S-22-11-37 on the 13th day of December, 2022

ATTEST:



 STACY A. REED
 DEPUTY CITY CLERK



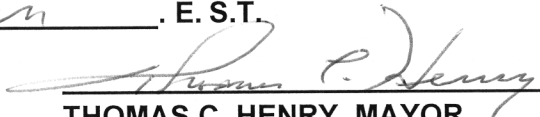
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th of December 2022, at the hour of 9:25 o'clock A.M. E.S.T.



 STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 15TH day of December 2022, at the hour of 11:00 o'clock AM E. S.T.



 THOMAS C. HENRY, MAYOR

