BILL NO. S-26-10-17

SPECIAL ORDINANCE NO. S-131-26

AN ORDINANCE approving CONSTRUCTION CONTRACT – ALLEYS N-S, E-W: WEST PACKARD, KINSMOOR AVE, BEAVER AVE, BROADWAY - WORK ORDER #0798D – ($204,088.50) – between MALOTT CONTRACTING INC and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the CONSTRUCTION CONTRACT - ALLEYS N-S, E-W: WEST PACKARD, KINSMOOR AVE, BEAVER AVE, BROADWAY - WORK ORDER #0798D – between MALOTT CONTRACTING INC and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to IMPROVE THE ALLEYS BOUNDED BY WEST PACKARD, KINSMOOR, BEAVER AND BROADWAY BY THE RECONSTRUCTION OF POOR CONCRETE PAVEMENT, SIDEWALKS, APPROACHES, CASTINGS AND RESTORATION;

involving a total cost of TWO HUNDRED FOUR THOUSAND EIGHTY-EIGHT and 50/100 DOLLARS - ($204,088.50). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

Bid Tabulation

Proj:		0798D Alley Reconstruction	RES. NO. / W.O 0798D									
Bid Date:		10/15/26										
					TOTAL:	$278,509.00	TOTAL:	$204,088.50	TOTAL:	$207,939.50	TOTAL:	$225,221.00
							% over	0.00%	% over	0.00%	% over	0.00%
							% under	26.72%	% under	25.34%	% under	19.13%
					Estimate		BIDDER:	Malott Contracting	BIDDER:	Vino Concrete	BIDDER:	Key Concrete
LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	UNIT COST Est ($)	AMOUNT Est ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	$6,000.00	$6,000.00	$4,057.99	$4,057.99	$2,000.00	$2,000.00	$2,000.00	$2,000.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	$9,500.00	$9,500.00	$7,096.00	$7,096.00	$2,000.00	$2,000.00	$8,000.00	$8,000.00
3	202-02240	PAVEMENT REMOVAL (ALLEY PAVEMENT - ALL TYPES)	1240	SYS	$25.00	$31,000.00	$15.40	$19,096.00	$17.75	$22,010.00	$16.00	$19,840.00
4	202-02278	CURB, REMOVE	30	LFT	$13.00	$390.00	$12.43	$372.90	$16.50	$495.00	$13.00	$390.00
5	202-90747	RETAINING WALL, REMOVE (UNDISTRIBUTED)	70	LFT	$15.00	$1,050.00	$5.90	$413.00	$17.00	$1,190.00	$14.00	$980.00
6	202-93615	CONCRETE, REMOVE	233	SYS	$15.00	$3,495.00	$20.35	$4,741.55	$17.50	$4,077.50	$14.00	$3,262.00
7	203-02000	EXCAVATION, COMMON	180	CYS	$38.00	$6,840.00	$25.85	$4,653.00	$12.50	$2,250.00	$45.00	$8,100.00
8	205-06933	TEMPORARY INLET PROTECTION	2	EA	$300.00	$600.00	$165.00	$330.00	$75.00	$150.00	$100.00	$200.00
9	214-11796	GEOGRID, TYPE 1B (HX165 OR APPROVED EQUAL) (INCLUDES EXCAVATION) (UNDISTRIBUTED)	456	SYS	$16.00	$7,296.00	$9.57	$4,363.92	$12.00	$5,472.00	$5.00	$2,280.00
10	301-12234	COMPACTED AGGREGATE NO. 53	700	TON	$35.00	$24,500.00	$35.86	$25,102.00	$26.50	$18,550.00	$35.00	$24,500.00
11	301-FWR0	COMPACTED AGGREGATE NO. 73 (ADJACENT TO ALLEY - EXISTING STONE DRIVES)	40	TON	$30.00	$1,200.00	$35.86	$1,434.40	$32.00	$1,280.00	$35.00	$1,400.00
12	502-FWR0	PCCP, 7 IN (INCLUDE SAWING & HMA PATCHING)	1576	SYS	$80.00	$126,080.00	$53.17	$83,795.92	$63.25	$99,682.00	$57.00	$89,832.00
13	604-06070	SIDEWALK, CONCRETE	37	SYS	$70.00	$2,590.00	$55.00	$2,035.00	$48.00	$1,776.00	$55.00	$2,035.00
14	605-06120	CURB, CONCRETE (TYPE III)(INCLUDE HMA PATCHING)	30	LFT	$35.00	$1,050.00	$45.13	$1,353.90	$30.00	$900.00	$60.00	$1,800.00
15	610-07713	PCCP FOR APPROACHES, 8 IN. (ALLEY)(INCLUDE HMA PATCHING)	80	SYS	$85.00	$6,800.00	$76.05	$6,084.00	$73.50	$5,880.00	$80.00	$6,400.00
16	610-08446	PCCP FOR APPROACHES, 6 IN. (RESIDENTIAL)(UNDISTRIBUTED)	116	SYS	$70.00	$8,120.00	$67.00	$7,772.00	$60.00	$6,960.00	$60.00	$6,960.00
17	621-FWR0	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	656	SYS	$8.00	$5,248.00	$7.32	$4,801.92	$7.00	$4,592.00	$7.00	$4,592.00
18	621-FWR1	TOPSOIL	45	TON	$50.00	$2,250.00	$97.00	$4,365.00	$45.00	$2,025.00	$50.00	$2,250.00
19	714-05562	RETAINING WALL (UNDISTRIBUTED)	140	SF	$25.00	$3,500.00	$15.00	$2,100.00	$35.00	$4,900.00	$80.00	$11,200.00
20	720-FWR1	CASTING, 24" SOLID SANITARY, FURNISH AND ADJUST TO GRADE	2	EA	$1,200.00	$2,400.00	$792.00	$1,584.00	$850.00	$1,700.00	$1,500.00	$3,000.00
21	720-FWR3	CASTING, 24" STORM CASTING, FURNISH AND ADJUST TO GRADE	2	EA	$1,200.00	$2,400.00	$792.00	$1,584.00	$925.00	$1,850.00	$1,500.00	$3,000.00
22	720-FWR1	CASTING, ADJUST TO GRADE	2	EA	$600.00	$1,200.00	$226.00	$452.00	$350.00	$700.00	$100.00	$200.00
23	801-FWR0	MAINTENANCE OF TRAFFIC	1	LS	$10,000.00	$10,000.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$8,000.00	$8,000.00
24	109-04299	FORCE ACCOUNT / WORK ALLOWANCE	15000	DOL	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00

Notice of Award

Project: Alleys N-S, E-W: West Packard Ave, Kinsmoor Ave, Beaver Ave, Broadway

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #0798D

Bidder: Malott Contracting Inc

Bidder's Address: PO Box 292

Kendallville, IN 46755

You are notified that your Bid dated 10/15/2026 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Alleys N-S, E-W: West Packard, Kinsmoor Ave, Beaver Ave, Broadway

Improve the alleys bounded by West Packard, Kinsmoor, Beaver and Broadway by the reconstruction of poor concrete pavement, sidewalks, approaches, castings and restoration.

The Contract Price of your Contract is $204,088.50.

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 E-Verify Affidavit.
   e. 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, gina.kostoff@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

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Date: 10·20·2026

cc: Project Manager

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

Resolution/Work Order #**0798D**

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: **Improve the alleys bounded by West Packard, Kinsmoor, Beaver and Broadway by the reconstruction of poor concrete pavement, sidewalks, approaches, castings and restoration.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **ALLEYS N-S, E-W: WEST PACKARD, KINSMOOR AVE, BEAVER AVE, BROADWAY**

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **TRANSPORTATION 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 **6/25/2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **7/2/2027.**

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 **$204,088.50.**

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. **97** percent of the value of the Work completed (with the balance being retainage).

b. **97** 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 **12** sheets with each sheet bearing the following general title: **Alleys R00723, R00736, R00737, R00742 N-S, E-W: W. Packard Ave., Kinsmoor Ave., Beaver Ave., & Broadway Alley Reconstruction**

7. Addenda (numbers **[1]** to **[1]**, 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 three percent **(3%)** 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 **97%** 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 **3%** 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 **Sharon Tucker**, **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 **0798D**).

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

CONTRACTOR

Malott Contracting Inc

BY:_____
Print Name_____

TITLE: _____

DATE: _____
(Date signed by Contractor)

Address for giving notices:

_____

_____

_____

OWNER

CITY OF FORT WAYNE

BY:_____
SHARON TUCKER, MAYOR

BOARD OF PUBLIC WORKS

BY:_____
SHAN GUNAWARDENA, CHAIR

BY:_____
KUMAR MENON, MEMBER

BY:_____
CHRIS GUERRERO, MEMBER

ATTEST:_____
MICHELLE FULK-VONDRAN, CLERK

DATE: _____
(Date signed by Board)

0798D - Alley Reconstruction -West Packard, Kinsmoor Ave, Beaver Ave, Broadway (#10388041)
Owner: Public Works
Solicitor: Fort Wayne IN, City of
10/15/2026 02:00 PM EDT

Section Titl	Line Item	Item Code	Item Description	UofM	Quantity	Malott Contracting, Inc. Unit Price	Extension
0798D - Alley							$189,088.50
	1	105-06845	CONSTRUCTION ENGINEERING	LS	1	$4,057.99	$4,057.99
	2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	$7,096.00	$7,096.00
	3	202-02240	PAVEMENT REMOVAL (ALLEY PAVEMENT - ALL TYPES)	SYS	1240	$15.40	$19,096.00
	4	202-02278	CURB, REMOVE	LFT	30	$12.43	$372.90
	5	202-90747	RETAINING WALL, REMOVE (UNDISTRIBUTED)	LFT	70	$5.90	$413.00
	6	202-93615	CONCRETE, REMOVE	SYS	233	$20.35	$4,741.55
	7	203-02000	EXCAVATION, COMMON	CYS	180	$25.85	$4,653.00
	8	205-06933	TEMPORARY INLET PROTECTION	EA	2	$165.00	$330.00
	9	214-11796	GEOGRID, TYPE 1B (HX165 OR APPROVED EQUAL) (INCLUDES EXCAVATION) (UNDISTRIBUTED)	SYS	456	$9.57	$4,363.92
	10	301-12234	COMPACTED AGGREGATE NO. 53	TON	700	$35.86	$25,102.00
	11	301-FWR01	COMPACTED AGGREGATE NO. 73 (ADJACENT TO ALLEY - EXISTING STONE DRIVES)	TON	40	$35.86	$1,434.40
	12	502-FWR02	PCCP, 7 IN (INCLUDE SAWING & HMA PATCHING)	SYS	1576	$53.17	$83,795.92
	13	604-06070	SIDEWALK, CONCRETE	SYS	37	$55.00	$2,035.00
	14	605-06120	CURB, CONCRETE (TYPE III)(INCLUDE HMA PATCHING)	LFT	30	$45.13	$1,353.90
	15	610-07713	PCCP FOR APPROACHES, 8 IN. (ALLEY)(INCLUDE HMA PATCHING)	SYS	80	$76.05	$6,084.00
	16	610-08446	PCCP FOR APPROACHES, 6 IN. (RESIDENTIAL)(UNDISTRIBUTED)	SYS	116	$67.00	$7,772.00
	17	621-FWR01	HYDROSEED, WITH HYDROSTICK TACKIFIER OR EQUIVALENT POLYMER FOR EROSION CONTROL AND STRAW MULCH	SYS	656	$7.32	$4,801.92
	18	621-FWR19	TOPSOIL	TON	45	$97.00	$4,365.00
	19	714-05562	RETAINING WALL (UNDISTRIBUTED)	SF	140	$15.00	$2,100.00
	20	720-FWR11	CASTING, 24" SOLID SANITARY, FURNISH AND ADJUST TO GRADE	EA	2	$792.00	$1,584.00
	21	720-FWR33	CASTING, 24" STORM CASTING, FURNISH AND ADJUST TO GRADE	EA	2	$792.00	$1,584.00
	22	720-FWR10	CASTING, ADJUST TO GRADE	EA	2	$226.00	$452.00
	23	801-FWR01	MAINTENANCE OF TRAFFIC	LS	1	$1,500.00	$1,500.00
Allowance							$15,000.00
	24	109-04299	FORCE ACCOUNT / WORK ALLOWANCE	DOL	15000	$1.00	$15,000.00
Base Bid Total:							**$204,088.50**

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.

_____

Name of Company

By: _____

Name and Title

E-Verify Affidavit

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

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

_____
Name of Company

_____
Company Representative Signature

_____
Title

ACKNOWLEDGEMENT

STATE OF_____)
) SS
COUNTY OF _____)

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

WITNESS my hand and swear this_____ day of_____, 20_____.

My Commission Expires:_____

_____
Signature of Notary Public

Resident of _____ County

_____
Printed Name

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Public Works is providing this information to Council as an overview of this award.

Alleys N-S, E-W: West Packard, Kinsmoor Ave, Beaver Ave, Broadway

RFPs & BIDS

Bid/RFP #	0798D
Awarded To	Malott Contracting, Inc.
Amount	$204,088.50
Conflict of interest on file?	N/A
Number of Registrants	3
Number of Bidders	3
Required Attachments	Council Digest Supplemental, Bid Tabulation, Award, Contract

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID *(State, Federal, Piggyback--Authority)*	0798D
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	X Yes ☐ No *If no, explain below*
If not lowest, explain	N/A

COUNCIL DIGEST SHEET

COST COMPARISON

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

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.	Please see attached Council Digest Supplemental

REQUEST FOR SUSPENSION OF RULES

Provide justification if prior approval is being requested.	N/A

FUNDING SOURCE

Account Information.	LITED-NR

FW PUBLIC WORKS

Board of Public Works

In Your Neighborhood

COMMON COUNCIL DIGEST SHEET – SUPPLEMENTAL

Alleys N-S, E-W: West Packard, Kinsmoor Ave, Beaver Ave, Broadway

Action Requested:

Requesting an Ordinance approving the **Alleys N-S, E-W: West Packard, Kinsmoor Ave, Beaver Ave, Broadway** project pursuant to the Board of Public Works Resolution #**0798D** and an award to **Malott Contracting Inc** in the amount of **$204,088.50**.

Note: Malott Contracting was the lowest, most responsive bidder among 3 bidders. Malott Contracting's bid was below the Engineer's Estimate for this project.

Description and Scope of the Work:

Improve the alleys bounded by West Packard, Kinsmoor, Beaver and Broadway by the reconstruction of poor concrete pavement, sidewalks, approaches, castings and restoration.

BILL NO. S-26-10-17

REPORT OF COMMITTEE ON PUBLIC WORKS

November 10, 2026

Paul Ensley Chair

Michelle Chambers Co-Chair

All Council Members

An Ordinance approving Construction Contract – Alleys N-S, E-W: West Packard, Kinsmoor Ave, Beaver Ave, Broadway – between Malott Contracting, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost $204,088.50

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

COUNCIL MEMBER	DO PASS	DO NOT PASS	ABSTAIN
BENDER			
BOOKER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			

JOHN D. MCGAULEY
CITY CLERK

Public Hearing Date: N/A
Read the first time in full and on motion by Councilperson Ensley.
Read the second time by title and referred to the Public Works Committee.
Read the third time in full and on motion by Councilperson Ensley, placed on passage by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
BENDER	☒	☐	☐	☐
BOOKER	☒	☐	☐	☐
CHAMBERS	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☒	☐	☐	☐
HARTMAN	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
MYERS	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

DATED: November 10, 2026

John McGauley
JOHN D. MCGAULEY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-26-10-17 on the 10th day of November, 2026

ATTEST:

John McGauley
JOHN D. MCGAULEY
CITY CLERK

Martin D. Benda
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th of November 2026, at the hour of 9:00 o'clock A.M. E.S.T.

John McGauley
JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 14th day of November 2026, at the hour of 1:50 o'clock P.M. E.S.T.

SHARON TUCKER, MAYOR

Fort Wayne Indiana
Office of the City Clerk
NOV 12 2026
RECEIVED