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BILL NO. S-18-05-17

SPECIAL ORDINANCE NO. S-~~53~~48

AN ORDINANCE approving HOFFMAN-PUTNAM SEWER SEPARATION-PHASE I AND OUTFALL IMPROVEMENTS PHASE IA - RESOLUTION/WORK ORDER #76114 - \$4,897,055.80 between DUNIGAN BROTHERS, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the HOFFMAN-PUTNAM SEWER SEPARATION-PHASE I AND OUTFALL IMPROVEMENTS PHASE IA - RESOLUTION/WORK ORDER #76114 - \$4,897,055.80 by and between DUNIGAN BROTHERS, INC. and the City of Fort Wayne, Indiana, in connection with the 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 for Construction of sewer separation and outfall piping along Fourth Street, North Calhoun, Sixth Street, Wells Street and Huffman Street. The work performed includes construction of approximately 4,900 linear feet of 12-inch to 72-inch pipe including diversion structure and existing outfall improvements at the St. Mary's River;

involving a total cost of FOUR MILLION EIGHT HUNDRED NINETY-SEVEN THOUSAND FIFTY-FIVE AND 80/100 DOLLARS - (\$4,897,055.80). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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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



Carol Helton, City Attorney

CITY OF FORT WAYNE, INDIANA

Dunigan Bros., 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

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:

Yes _____ No

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:

Yes _____ No

- c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:

Yes _____ No

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

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

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

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

Yes _____ No ✓

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: _____

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:

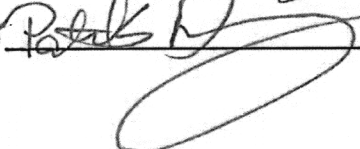
- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or 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

<u>Dunigan Bros, Inc.</u> (Name of Vendor)	<u>911 E South St, Jackson, MI 49203</u> Address <u>(517) 787-4720</u> Telephone <u>patrick@duniganbros.com</u> E-Mail Address
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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) <u>Patrick Dunigan</u>	Title <u>President</u>
Signature <u></u>	Date <u>1-18-17</u>

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

Item#	Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
1	Mobilization and Demobilization (Not to Exceed 5%)	LS	1	\$350,000.00	\$350,000.00	\$216,000.00	\$216,000.00	\$195,000.80	\$195,000.80	\$266,000.00	\$266,000.00	\$266,000.00	\$266,000.00	\$268,500.00	\$268,500.00	
2	Work Allowance	LS	1	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	
3	Utility Pole Barring Allowance	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
4	Street Light Pole Barring, Removal and Replacement Allowance (City Determined)	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
5	Concrete Detail Structure No. 150 Modifications	LS	1	\$65,000.00	\$65,000.00	\$183,080.00	\$183,080.00	\$280,285.00	\$280,285.00	\$377,700.00	\$377,700.00	\$417,700.00	\$417,700.00	\$430,000.00	\$430,000.00	
6	Concrete Structure No. 45 Construction	LS	1	\$80,000.00	\$80,000.00	\$272,262.00	\$272,262.00	\$372,620.00	\$372,620.00	\$412,000.00	\$412,000.00	\$456,000.00	\$456,000.00	\$480,000.00	\$480,000.00	
7	Concrete Structure No. 45 Construction	LS	1	\$80,000.00	\$80,000.00	\$272,262.00	\$272,262.00	\$372,620.00	\$372,620.00	\$412,000.00	\$412,000.00	\$456,000.00	\$456,000.00	\$480,000.00	\$480,000.00	
8	Maintenance and Protection of Traffic	LS	1	\$156,500.00	\$156,500.00	\$93,984.00	\$93,984.00	\$91,245.00	\$91,245.00	\$27,925.00	\$27,925.00	\$27,925.00	\$27,925.00	\$60,935.00	\$60,935.00	
9	Erosion and Sedimentation Control	LS	1	\$48,500.00	\$48,500.00	\$6,370.50	\$6,370.50	\$6,370.50	\$6,370.50	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$65,000.00	\$65,000.00	
10	Video Documentation of Conditions	LS	1	\$8,000.00	\$8,000.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$600.00	\$600.00	\$600.00	\$600.00	\$1,200.00	\$1,200.00	
11	Water Poles	LS	1	\$8,500.00	\$8,500.00	\$4,144.50	\$4,144.50	\$4,500.00	\$4,500.00	\$6,625.00	\$6,625.00	\$6,625.00	\$6,625.00	\$1,500.00	\$1,500.00	
12	4" x 6" Metal Boring	LS	1	\$5,500.00	\$5,500.00	\$3,228.00	\$3,228.00	\$3,700.00	\$3,700.00	\$9,675.00	\$9,675.00	\$9,675.00	\$9,675.00	\$1,456.00	\$1,456.00	
13	Asphalt Boring, Casting to Grade (Indisturbance Quantity)	EA	3	\$1,500.00	\$4,500.00	\$388.10	\$1,164.30	\$425.00	\$1,275.00	\$235.00	\$705.00	\$705.00	\$705.00	\$400.00	\$1,200.00	
14	Concrete Supplied Special Backfill, No. 53/73	CYD	10,500	\$18,000.00	\$180,000.00	\$18,000.00	\$180,000.00	\$15,200	\$159,200.00	\$20,900	\$209,000.00	\$10,500	\$105,000.00	\$4,700	\$47,000.00	
15	Retention of Unusable Material, (Undisturbed)	CYD	800	\$22.50	\$18,000.00	\$18,000.00	\$22.50	\$18,000.00	\$22.50	\$18,000.00	\$22.50	\$18,000.00	\$39.75	\$31,800.00	\$35.00	\$28,000.00
16	Additional Special Backfill for Unusable Material, (Indisturbance Quantity)	CYD	800	\$35.00	\$28,000.00	\$28,000.00	\$22.50	\$18,000.00	\$22.50	\$18,000.00	\$22.50	\$18,000.00	\$39.75	\$31,800.00	\$35.00	\$28,000.00
17	Flowable Fill as Backfill	CYD	25	\$300.00	\$7,500.00	\$117.70	\$2,942.50	\$162.00	\$4,050.00	\$150.00	\$3,750.00	\$115.00	\$2,875.00	\$115.00	\$2,875.00	
18	Owner Requested Spot Excavation for Utilities	EA	5	\$850.00	\$4,250.00	\$2,948.50	\$14,742.50	\$585.00	\$2,925.00	\$1,850.00	\$9,250.00	\$1,850.00	\$9,250.00	\$230.00	\$1,150.00	
19	No. 53/No. 73 Aggregate for Surface	CYD	1,850	\$245.00	\$453,250.00	\$9,750	\$13,455.00	\$55	\$7,650.00	\$7.00	\$13,000.00	\$9.00	\$16,650.00	\$6.00	\$8,250.00	
20	Cleaning and Grubbing	LS	1	\$30,000.00	\$30,000.00	\$17,920.00	\$17,920.00	\$22,650.00	\$22,650.00	\$17,750.00	\$17,750.00	\$17,750.00	\$17,750.00	\$120,000.00	\$120,000.00	
21	Asphalt Patching, 1" Surface, Type B	CYD	3,500	\$320.00	\$1,120,000.00	\$6,950	\$24,325.00	\$7.50	\$26,250.00	\$7.50	\$26,250.00	\$7.50	\$26,250.00	\$8.00	\$28,000.00	
22	Asphalt Patching, 3" Intermediate, Type B	CYD	3,500	\$450.00	\$1,575,000.00	\$33.50	\$116,750.00	\$20.00	\$70,000.00	\$34.50	\$120,750.00	\$34.50	\$120,750.00	\$11.00	\$38,500.00	
23	Asphalt Patching, 2" Surface, Type C	CYD	460	\$250.00	\$115,000.00	\$12.70	\$5,842.00	\$10.50	\$4,830.00	\$14.25	\$6,555.00	\$11.00	\$5,060.00	\$11.00	\$5,060.00	
24	Asphalt Patching, 4" Intermediate, Type C	CYD	460	\$500.00	\$230,000.00	\$39.10	\$17,986.00	\$25.00	\$11,500.00	\$51.50	\$23,690.00	\$14.00	\$6,440.00	\$14.00	\$6,440.00	
25	Asphalt Resurfacing, Reseal/Collector 1"	CYD	3,650	\$200.00	\$730,000.00	\$6,950	\$25,365.00	\$7.75	\$28,287.50	\$7.75	\$28,287.50	\$6.00	\$21,900.00	\$6.00	\$21,900.00	
26	Asphalt Resurfacing, Arched 2"	CYD	1,450	\$250.00	\$362,500.00	\$12.70	\$18,415.00	\$10.50	\$15,225.00	\$14.25	\$20,662.50	\$8.00	\$11,600.00	\$8.00	\$11,600.00	
27	Asphalt Milling, 1"	CYD	3,650	\$300.00	\$1,095,000.00	\$4.05	\$14,782.50	\$4.00	\$14,600.00	\$4.50	\$16,425.00	\$2.50	\$9,125.00	\$2.50	\$9,125.00	
28	Asphalt Milling, 2"	CYD	1,450	\$450.00	\$652,500.00	\$4.60	\$6,670.00	\$8.00	\$66,400.00	\$5.20	\$7,540.00	\$3.25	\$4,712.50	\$3.25	\$4,712.50	
29	Formwork, Prevent Markings	LS	1	\$20,000.00	\$20,000.00	\$6,144.00	\$6,144.00	\$6,000.00	\$6,000.00	\$7,125.00	\$7,125.00	\$8,750.00	\$8,750.00	\$8,750.00	\$8,750.00	
30	Temporary Cold Patch, Prevent Repair 3", Intermediate	CYD	880	\$35.00	\$30,800.00	\$21.55	\$18,964.00	\$26.00	\$22,880.00	\$29.00	\$25,520.00	\$18.00	\$15,480.00	\$18.00	\$15,480.00	
31	Concrete (Undisturbed)	CYD	100	\$22,000.00	\$2,200,000.00	\$18.45	\$1,845.00	\$30.00	\$900.00	\$17.00	\$1,190.00	\$340.00	\$3,920.00	\$340.00	\$3,920.00	
32	Asphalt Type B HMA Pavement Removal and Replacement (17' Stone, 4" HMA Pavement)	CYD	880	\$100.00	\$88,000.00	\$44.15	\$38,850.00	\$61.30	\$53,900.00	\$101.50	\$89,100.00	\$59.00	\$51,800.00	\$59.00	\$51,800.00	
33	Reinforced Concrete Pavement, 7" PCCP	CYD	6,750	\$60.00	\$405,000.00	\$7.20	\$48,960.00	\$7.15	\$48,427.50	\$81.00	\$548,100.00	\$66.00	\$445,800.00	\$66.00	\$445,800.00	
34	Concrete Pavement Removal	CYD	6,750	\$100.00	\$675,000.00	\$3.90	\$26,475.00	\$10.70	\$72,225.00	\$11.50	\$77,625.00	\$6.00	\$40,500.00	\$6.00	\$40,500.00	
35	Concrete Curb, Type III, Remove and Replace	LFT	1,000	\$300.00	\$300,000.00	\$26.50	\$26,500.00	\$29.75	\$29,750.00	\$47.00	\$47,000.00	\$40.00	\$40,000.00	\$40.00	\$40,000.00	
36	Concrete Sidewalk, Remove and Replace	CYD	440	\$65.00	\$28,600.00	\$2.00	\$8,800.00	\$73.60	\$32,384.00	\$4.00	\$17,600.00	\$70.00	\$30,800.00	\$70.00	\$30,800.00	
37	Concrete Sidewalk, Remove and Replace	CYD	120	\$125.00	\$15,000.00	\$119.90	\$14,388.00	\$105.50	\$12,660.00	\$177.00	\$21,240.00	\$140.00	\$16,800.00	\$140.00	\$16,800.00	
38	ADA Curb Ramps (All Types), Remove and Replace	EA	40	\$150.00	\$6,000.00	\$1,099.50	\$43,980.00	\$2,275.00	\$9,100.00	\$1,850.00	\$6,800.00	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00	
39	ADA Curb Ramps, Surface-Mount Traffic Unit	EA	5	\$300.00	\$1,500.00	\$333.90	\$1,669.50	\$410.00	\$2,050.00	\$400.00	\$2,000.00	\$310.00	\$1,550.00	\$310.00	\$1,550.00	
40	Commercial Concrete Drive Approach	CYD	50	\$80.00	\$4,000.00	\$66.00	\$3,300.00	\$91.25	\$4,562.50	\$80.00	\$4,000.00	\$110.00	\$5,500.00	\$110.00	\$5,500.00	
41	Commercial Concrete Drive Approach	CYD	90	\$80.00	\$7,200.00	\$103.80	\$9,342.00	\$107.50	\$9,675.00	\$135.50	\$12,195.00	\$120.00	\$10,800.00	\$120.00	\$10,800.00	
42	Alley Concrete Drive Approach	CYD	150	\$80.00	\$12,000.00	\$103.80	\$15,570.00	\$107.15	\$16,072.50	\$121.50	\$18,225.00	\$120.00	\$10,800.00	\$120.00	\$10,800.00	
43	Concrete Steps, Remove and Replace	CYD	20	\$160.00	\$3,200.00	\$81.80	\$1,636.00	\$47.00	\$940.00	\$85.00	\$1,700.00	\$85.00	\$1,700.00	\$85.00	\$1,700.00	
44	Chain Link Fence	LS	1	\$4,000.00	\$4,000.00	\$5,287.00	\$5,287.00	\$2,950.00	\$2,950.00	\$4,200.00	\$4,200.00	\$3,299.80	\$3,299.80	\$3,299.80	\$3,299.80	
45	Segment Retaining Wall	LS	3	\$15,000.00	\$45,000.00	\$27,412.00	\$82,236.00	\$21,600.00	\$64,800.00	\$28,950.00	\$86,850.00	\$6,500.00	\$19,500.00	\$6,500.00	\$19,500.00	
46	Segment Retaining Wall	EA	3	\$600.00	\$1,800.00	\$550.95	\$1,652.85	\$35.00	\$105.00	\$65.00	\$195.00	\$50.00	\$150.00	\$50.00	\$150.00	
47	Single Oak - 2" Cal.	EA	2	\$600.00	\$1,200.00	\$349.35	\$698.70	\$70.00	\$140.00	\$75.00	\$150.00	\$50.00	\$100.00	\$50.00	\$100.00	
48	Front Elm - 2" Cal.	EA	3	\$600.00	\$1,800.00	\$550.95	\$1,652.85	\$35.00	\$105.00	\$65.00	\$195.00	\$50.00	\$150.00	\$50.00	\$150.00	
49	Landscape and Grasses, Lawn Grass Seed	LS	1	\$19,000.00	\$19,000.00	\$14,990.00	\$14,990.00	\$16,175.00	\$16,175.00	\$65,500.00	\$65,500.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
50	12" Double Iron Non-Pressure Utility Piping, CL 350	LFT	487	\$900.00	\$439,320.00	\$103.70	\$50,501.90	\$85.50	\$41,662.50	\$70.75	\$34,455.25	\$160.00	\$77,920.00	\$160.00	\$77,920.00	
51	48" Double Iron Non-Pressure Utility Piping, CL 350	LFT	123	\$250.00	\$30,750.00	\$98.50	\$12,115.50	\$45.00	\$20,250.00	\$2,500.00	\$25,000.00	\$975.00	\$975.00	\$975.00	\$975.00	
52	12" RCP Non-Pressure Utility Piping, Class IV (Storm)	LFT	123	\$75.00	\$9,225.00	\$87.75	\$10,793.25	\$70.50	\$8,671.50	\$55.25	\$25,443.75	\$125.00	\$40,375.00	\$125.00	\$40,375.00	
53	12" RCP Non-Pressure Utility Piping, Class III (Storm)	LFT	54	\$80.00	\$4,320.00	\$91.25	\$4,927.50	\$82.30	\$4,438.80	\$79.75	\$4,306.50	\$165.00	\$8,910.00	\$165.00	\$8,910.00	
54	48"x6" HDPE Non-Pressure Utility Piping, HE III (Storm)	LFT	328	\$450.00	\$147,600.00	\$365.55	\$119,900.40	\$435.00	\$143,550.00	\$327.00	\$107,268.00	\$485.00	\$159,080.00	\$485.00	\$159,080.00	
55	48"x6" HDPE Non-Pressure Utility Piping, HE III (Storm)	LFT	1,258	\$475.00	\$597,550.00	\$414.50	\$521,441.00	\$435.00	\$547,230.00	\$385.25	\$484,644.50	\$550.00	\$691,500.00	\$550.00	\$691,500.00	
56	72" RCP Non-Pressure Utility Piping, Class III (Storm)	LFT	194	\$475.00	\$92,150.00	\$403.20	\$78,220.80	\$460.00	\$89,240.00	\$367.50	\$71,295.00	\$700.00	\$283,800.00	\$700.00	\$283,800.00	
57	12" HDPE Non-Pressure Utility Piping	LFT	20	\$53.00	\$1,060.00	\$85.70	\$1,714.00	\$75.00	\$1,500.00	\$49.00	\$980.00	\$137.00	\$3,014.00	\$137.00	\$3,014.00	
58	18" P Non-Pressure Utility Piping (Storm)	LFT	54	\$1,500.00	\$81,000.00	\$1,915	\$1,037.70	\$79.50	\$6,315.00	\$93.50	\$1,270.50	\$188.00	\$3,160.00	\$188.00	\$3,160.00	
59	18" P Non-Pressure Utility Piping (Storm)	LFT	54													

62	Water Main Lowering (Connect to Existing Water Main "Cut in Fittings")	8	EA	\$5,000.00	\$ 40,000.00	\$ 9,853.00	\$ 78,824.00	\$ 8,700.00	\$ 69,600.00	\$ 6,200.00	\$ 49,600.00	\$ 6,100.00	\$ 48,800.00
63	Water Main Relocation (Connect to Existing Water Main "Cut in Fittings")	2	EA	\$8,000.00	\$ 16,000.00	\$ 13,827.00	\$ 27,654.00	\$ 12,650.00	\$ 25,300.00	\$ 9,925.00	\$ 19,850.00	\$ 6,400.00	\$ 12,800.00
64	Removal of Valve Boxes	1	EA	\$250.00	\$ 250.00	\$ 47.85	\$ 47.85	\$ 165.00	\$ 165.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
65	Cut & Plug (Water Main Abandonment)	1	EA	\$1,750.00	\$ 1,750.00	\$ 183.55	\$ 183.55	\$ 700.00	\$ 700.00	\$ 3,805.00	\$ 3,805.00	\$ 980.00	\$ 980.00
66	Water Service Replacement, (Undistributed Quantity)	10	EA	\$1,750.00	\$ 17,500.00	\$ 1,673.00	\$ 16,730.00	\$ 2,140.00	\$ 21,400.00	\$ 3,075.00	\$ 30,750.00	\$ 1,000.00	\$ 10,000.00
67	Water Service Reconnection, (Undistributed Quantity)	42	EA	\$800.00	\$ 39,200.00	\$ 525.75	\$ 25,761.75	\$ 420.00	\$ 20,580.00	\$ 750.00	\$ 36,750.00	\$ 1,000.00	\$ 49,000.00
68	12" Resilient Seat Gate Valve and Box	1	EA	\$2,500.00	\$ 2,500.00	\$ 2,270.50	\$ 2,270.50	\$ 8,750.00	\$ 8,750.00	\$ 8,950.00	\$ 8,950.00	\$ 9,100.00	\$ 9,100.00
69	6" Resilient Seat Gate Valve and Box	1	EA	\$1,500.00	\$ 1,500.00	\$ 873.75	\$ 873.75	\$ 3,975.00	\$ 3,975.00	\$ 2,750.00	\$ 2,750.00	\$ 2,800.00	\$ 2,800.00
70	Pipe Plug, 48" and Smaller (Bulkhead)	13	EA	\$500.00	\$ 6,500.00	\$ 525.75	\$ 6,834.75	\$ 165.00	\$ 2,145.00	\$ 600.00	\$ 7,800.00	\$ 500.00	\$ 6,500.00
71	Pipe Plug, Larger than 48" (Bulkhead)	1	EA	\$1,000.00	\$ 1,000.00	\$ 2,309.00	\$ 2,309.00	\$ 385.00	\$ 385.00	\$ 650.00	\$ 650.00	\$ 3,500.00	\$ 3,500.00
72	Cut and Plug (Sewer Pipe Abandonment)	20	EA	\$400.00	\$ 8,000.00	\$ 262.90	\$ 5,258.00	\$ 100.00	\$ 2,000.00	\$ 975.00	\$ 19,500.00	\$ 280.00	\$ 5,600.00
73	33" Round Catch Basin	24	EA	\$2,000.00	\$ 48,000.00	\$ 2,325.00	\$ 55,800.00	\$ 2,250.00	\$ 54,000.00	\$ 3,250.00	\$ 78,000.00	\$ 4,200.00	\$ 100,800.00
74	Precast 33" Round Inlet	11	EA	\$2,000.00	\$ 22,000.00	\$ 1,947.00	\$ 21,417.00	\$ 1,400.00	\$ 15,400.00	\$ 2,250.00	\$ 24,750.00	\$ 2,000.00	\$ 22,000.00
75	48" Catch Basin	3	EA	\$4,000.00	\$ 12,000.00	\$ 3,701.50	\$ 11,104.50	\$ 2,610.00	\$ 7,830.00	\$ 4,205.00	\$ 12,615.00	\$ 6,500.00	\$ 19,500.00
76	Drain Basin with Domed Grate	3	EA	\$2,000.00	\$ 6,000.00	\$ 1,182.50	\$ 3,547.50	\$ 1,500.00	\$ 4,500.00	\$ 1,885.00	\$ 5,655.00	\$ 2,500.00	\$ 7,500.00
77	Remove Existing Structure	30	EA	\$500.00	\$ 15,000.00	\$ 438.15	\$ 13,144.50	\$ 325.00	\$ 9,750.00	\$ 725.00	\$ 21,750.00	\$ 200.00	\$ 6,000.00
78	6" Perforated Pipe	170	LFT	\$6.00	\$ 1,020.00	\$ 13.35	\$ 2,269.50	\$ 17.40	\$ 2,958.00	\$ 37.50	\$ 6,375.00	\$ 11.00	\$ 1,870.00
79	6" Non-Perforated Pipe	66	LFT	\$10.00	\$ 660.00	\$ 13.65	\$ 900.90	\$ 21.95	\$ 1,448.70	\$ 28.50	\$ 1,881.00	\$ 49.00	\$ 3,234.00
80	Cleanout	4	EA	\$200.00	\$ 800.00	\$ 289.80	\$ 1,159.20	\$ 70.00	\$ 280.00	\$ 370.00	\$ 1,480.00	\$ 300.00	\$ 1,200.00
81	Biorotation Lawn Area	300	SYD	\$50.00	\$ 15,000.00	\$ 35.50	\$ 10,650.00	\$ 125.00	\$ 37,500.00	\$ 49.00	\$ 14,700.00	\$ 80.00	\$ 24,000.00
82	Concrete Curb Cut	6	EA	\$750.00	\$ 4,500.00	\$ 166.95	\$ 1,001.70	\$ 380.00	\$ 2,280.00	\$ 200.00	\$ 1,200.00	\$ 250.00	\$ 1,500.00
83	48" Storm Drainage Manhole	6	EA	\$4,000.00	\$ 24,000.00	\$ 3,260.00	\$ 19,560.00	\$ 2,500.00	\$ 15,000.00	\$ 3,275.00	\$ 19,650.00	\$ 7,000.00	\$ 42,000.00
84	72" Storm Drainage Manhole	5	EA	\$12,500.00	\$ 62,500.00	\$ 6,294.50	\$ 31,472.50	\$ 7,250.00	\$ 36,250.00	\$ 7,200.00	\$ 35,000.00	\$ 20,000.00	\$ 100,000.00
85	96" Storm Drainage Manhole	1	EA	\$17,500.00	\$ 17,500.00	\$ 10,104.00	\$ 10,104.00	\$ 15,195.00	\$ 15,195.00	\$ 15,100.00	\$ 15,100.00	\$ 23,000.00	\$ 23,000.00
86	Special 4' x 8' Box Storm Drainage Manhole	1	EA	\$30,000.00	\$ 30,000.00	\$ 15,415.00	\$ 15,415.00	\$ 13,950.00	\$ 13,950.00	\$ 15,355.00	\$ 15,355.00	\$ 25,000.00	\$ 25,000.00
87	Special 4' x 9' Box Storm Drainage Manhole	3	EA	\$40,000.00	\$ 120,000.00	\$ 12,365.00	\$ 37,095.00	\$ 17,550.00	\$ 52,650.00	\$ 16,625.00	\$ 49,875.00	\$ 26,000.00	\$ 78,000.00
88	Special 6' x 9' Box Storm Drainage Manhole	1	EA	\$40,000.00	\$ 40,000.00	\$ 23,410.00	\$ 23,410.00	\$ 23,500.00	\$ 23,500.00	\$ 23,525.00	\$ 23,525.00	\$ 30,000.00	\$ 30,000.00
89	Special 9' x 9' Box Storm Drainage Manhole	2	EA	\$50,000.00	\$ 100,000.00	\$ 26,192.00	\$ 52,384.00	\$ 26,950.00	\$ 53,900.00	\$ 29,000.00	\$ 58,000.00	\$ 33,500.00	\$ 67,000.00
90	Special 9' x 10' Box Storm Drainage Manhole	1	EA	\$60,000.00	\$ 60,000.00	\$ 24,801.00	\$ 24,801.00	\$ 25,500.00	\$ 25,500.00	\$ 26,050.00	\$ 26,050.00	\$ 35,000.00	\$ 35,000.00
91	Flap Gate	2	EA	\$15,500.00	\$ 31,000.00	\$ 7,567.00	\$ 15,134.00	\$ 17,500.00	\$ 35,000.00	\$ 23,250.00	\$ 46,500.00	\$ 7,700.00	\$ 15,400.00
TOTAL BASE BID					\$ 5,085,245.00		\$ 4,389,951.81		\$ 4,625,095.00		\$ 5,353,391.50		\$ 6,742,082.30

BID ALTERNATE 1 - HUFFMAN-PUTNAM SEWER SEPARATION

Item #	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1-1	Contractor Supplied Special Backfill, No. 5373	1,300	CYD	\$35.00	\$ 45,500.00	\$ 31.75	\$ 41,275.00	\$ 10.00	\$ 13,000.00	\$ 49.50	\$ 64,350.00	\$ 29.00	\$ 37,700.00
1-2	Excavation of Unsuitable Material, (Undistributed Quantity)	100	CYD	\$22.50	\$ 2,250.00	\$ 15.20	\$ 1,520.00	\$ 20.90	\$ 2,090.00	\$ 15.00	\$ 1,500.00	\$ 18.00	\$ 1,800.00
1-3	Additional Special Backfill for Unsuitable Material, (Undistributed Quantity)	100	CYD	\$35.00	\$ 3,500.00	\$ 22.45	\$ 2,245.00	\$ 22.25	\$ 2,225.00	\$ 39.75	\$ 3,975.00	\$ 35.00	\$ 3,500.00
1-4	Flowable Fill as Backfill	1	CYD	\$300.00	\$ 300.00	\$ 117.70	\$ 117.70	\$ 162.00	\$ 162.00	\$ 150.00	\$ 150.00	\$ 115.00	\$ 115.00
1-5	Asphalt Patching, 1" Surface, Type B	140	SYD	\$20.00	\$ 2,800.00	\$ 6.95	\$ 973.00	\$ 5.75	\$ 805.00	\$ 7.75	\$ 1,085.00	\$ 8.00	\$ 1,120.00
1-6	Asphalt Patching, 3" Intermediate, Type B	140	SYD	\$20.00	\$ 2,800.00	\$ 33.30	\$ 4,662.00	\$ 20.00	\$ 2,800.00	\$ 36.00	\$ 5,040.00	\$ 11.00	\$ 1,540.00
1-7	Asphalt Patching, 2" Surface, Type C	150	SYD	\$25.00	\$ 3,750.00	\$ 12.70	\$ 1,905.00	\$ 10.50	\$ 1,575.00	\$ 14.25	\$ 2,137.50	\$ 11.00	\$ 1,650.00
1-8	Asphalt Patching, 4" Intermediate, Type C	150	SYD	\$50.00	\$ 7,500.00	\$ 39.10	\$ 5,865.00	\$ 25.00	\$ 3,750.00	\$ 48.25	\$ 7,237.50	\$ 14.00	\$ 2,100.00
1-9	Asphalt Resurfacing, Residential/Collector 1"	90	SYD	\$20.00	\$ 1,800.00	\$ 6.95	\$ 623.50	\$ 5.75	\$ 517.50	\$ 7.75	\$ 697.50	\$ 6.00	\$ 540.00
1-10	Asphalt Resurfacing, Arterial 2"	385	SYD	\$25.00	\$ 9,625.00	\$ 12.70	\$ 4,889.50	\$ 10.50	\$ 4,042.50	\$ 14.25	\$ 5,486.25	\$ 8.00	\$ 3,080.00
1-11	Asphalt Milling, 1"	90	SYD	\$3.00	\$ 270.00	\$ 4.05	\$ 364.50	\$ 4.00	\$ 360.00	\$ 4.50	\$ 405.00	\$ 2.50	\$ 225.00
1-12	Asphalt Milling, 2"	385	SYD	\$3.00	\$ 1,155.00	\$ 4.60	\$ 1,771.00	\$ 8.00	\$ 3,080.00	\$ 5.20	\$ 2,002.00	\$ 3.25	\$ 1,251.25
1-13	Residential Concrete Pavement, 7" PCCP	760	SYD	\$60.00	\$ 45,600.00	\$ 61.65	\$ 46,854.00	\$ 61.00	\$ 46,360.00	\$ 66.00	\$ 50,160.00	\$ 74.00	\$ 56,240.00
1-14	Concrete Pavement Removal	760	SYD	\$10.00	\$ 7,600.00	\$ 5.50	\$ 4,184.00	\$ 13.50	\$ 10,260.00	\$ 14.50	\$ 11,020.00	\$ 5.00	\$ 3,800.00
1-15	Concrete Curb, Type II-B, Remove and Replace	175	LFT	\$35.00	\$ 6,125.00	\$ 41.35	\$ 7,236.25	\$ 41.60	\$ 7,280.00	\$ 44.00	\$ 7,700.00	\$ 50.00	\$ 8,750.00
1-16	Concrete Curb, Type III, Remove and Replace	190	LFT	\$30.00	\$ 5,700.00	\$ 36.50	\$ 7,011.00	\$ 64.00	\$ 12,160.00	\$ 46.50	\$ 8,835.00	\$ 25.00	\$ 4,750.00
1-17	Concrete Sidewalk, Remove and Replace	40	SYD	\$65.00	\$ 2,600.00	\$ 66.25	\$ 2,650.00	\$ 81.00	\$ 3,240.00	\$ 90.00	\$ 3,600.00	\$ 72.00	\$ 2,880.00
1-18	Curbside Sidewalk, Remove and Replace	50	SYD	\$125.00	\$ 6,250.00	\$ 123.05	\$ 6,152.50	\$ 118.00	\$ 5,900.00	\$ 164.00	\$ 8,200.00	\$ 90.00	\$ 4,500.00
1-19	ADA Curb Ramps (All Types), Remove and Replace	6	EA	\$1,500.00	\$ 9,000.00	\$ 1,057.50	\$ 6,345.00	\$ 2,450.00	\$ 14,700.00	\$ 1,550.00	\$ 9,300.00	\$ 1,800.00	\$ 10,800.00
1-20	ADA Curb Ramp, Surface-Mount, Tactile Unit	2	EA	\$300.00	\$ 600.00	\$ 333.90	\$ 667.80	\$ 435.00	\$ 870.00	\$ 400.00	\$ 800.00	\$ 850.00	\$ 1,700.00
1-21	Residential Concrete Drive Approach	35	SYD	\$80.00	\$ 2,800.00	\$ 97.40	\$ 3,409.00	\$ 105.50	\$ 3,692.50	\$ 118.00	\$ 4,130.00	\$ 165.00	\$ 5,775.00
1-22	Lawns and Grasses, Lawn Grass Seed	1	LS	\$4,000.00	\$ 4,000.00	\$ 1,070.50	\$ 1,070.50	\$ 1,000.00	\$ 1,000.00	\$ 3,600.00	\$ 3,600.00	\$ 1,200.00	\$ 1,200.00
1-23	12" RCP Non-Pressure Utility Piping, Class IV (Storm)	219	LFT	\$75.00	\$ 16,425.00	\$ 88.00	\$ 19,272.00	\$ 40.00	\$ 8,760.00	\$ 48.25	\$ 10,566.75	\$ 100.00	\$ 21,900.00
1-24	15" RCP Non-Pressure Utility Piping, Class III (Storm)	20	LFT	\$90.00	\$ 1,800.00	\$ 97.10	\$ 1,942.00	\$ 90.00	\$ 1,800.00	\$ 69.75	\$ 1,395.00	\$ 115.00	\$ 2,300.00
1-25	18" RCP Non-Pressure Utility Piping, Class III (Storm)	39	LFT	\$105.00	\$ 4,095.00	\$ 97.85	\$ 3,816.15	\$ 117.50	\$ 4,582.50	\$ 93.50	\$ 3,646.50	\$ 120.00	\$ 4,680.00
1-26	48" PP Non-Pressure Utility Piping (Storm)	303	LFT	\$350.00	\$ 106,050.00	\$ 258.45	\$ 78,110.35	\$ 426.00	\$ 129,078.00	\$ 249.00	\$ 75,447.00	\$ 400.00	\$ 121,200.00
1-27	42" PP Non-Pressure Utility Piping (Storm)	44	LFT	\$300.00	\$ 13,200.00	\$ 251.90	\$ 11,083.60	\$ 320.00	\$ 14,080.00	\$ 213.00	\$ 9,372.00	\$ 300.00	\$ 13,200.00
1-28	12" PP Non-Pressure Utility Piping (Storm)	132	LFT	\$65.00	\$ 8,580.00	\$ 83.70	\$ 11,048.40	\$ 60.00	\$ 7,920.00	\$ 46.25	\$ 6,105.00	\$ 110.00	\$ 14,520.00
1-29	Water Service Replacement, (Undistributed Quantity)	6	EA	\$1,750.00	\$ 10,500.00	\$ 1,708.00	\$ 10,248.00	\$ 2,140.00	\$ 12,840.00	\$ 3,075.00	\$ 18,450.00	\$ 850.00	\$ 5,100.00
1-30	Pipe Plug, 48" and Smaller (Bulkhead)	3	EA	\$500.00	\$ 1,500.00	\$ 375.50	\$ 1,126.50	\$ 750.00	\$ 2,250.00	\$ 1,575.00	\$ 4,725.00	\$ 400.00	\$ 1,200.00
1-31	Cut and Plug (Sewer Pipe Abandonment)	4	EA	\$400.00	\$ 1,600.00	\$ 262.90	\$ 1,051.60	\$ 110.00	\$ 440.00	\$ 975.00	\$ 3,900.00	\$ 250.00	\$ 1,000.00
1-32	33" Round Catch Basin	1	EA	\$2,000.00	\$ 2,000.00	\$ 2,323.50	\$ 2,323.50	\$ 2,250.00	\$ 2,250.00	\$ 2,825.00	\$ 2,825.00	\$ 3,800.00	\$ 3,800.00
1-33	Precast 33" Round Inlet	4	EA	\$2,000.00	\$ 8,000.00	\$ 1,965.50	\$ 7,862.00	\$ 1,400.00	\$ 5,600.00	\$ 2,750.00	\$ 11,000.00	\$ 2,000.00	\$ 8,000.00
1-34	48" Catch Basin	1	EA	\$4,000.00	\$ 4,000.00</								

Item #	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1-37	22" Storm Drainage Manhole	1	EA	\$12,500.00	\$ 12,500.00	6,294.50	\$ 6,294.50	7,250.00	\$ 7,250.00	7,250.00	\$ 7,250.00	7,250.00	\$ 7,250.00
TOTAL ALTERNATE 1													
BID ALTERNATE 1 - SUPPLY-PUMP SEWER SEPARATION													
2-1	Contractor Supply Special Bid#111, No. 53/73	900	CYD	\$35.00	\$ 28,000.00	\$16.65	\$ 15,000.00	\$10.00	\$ 9,000.00	\$50.40	\$ 45,200.00	\$29.00	\$ 26,000.00
2-2	Excavation of Unusable Material (Undistributed Quantity)	100	CYD	\$22.50	\$ 2,250.00	\$15.10	\$ 1,510.00	\$20.90	\$ 2,090.00	\$15.00	\$ 1,500.00	\$18.00	\$ 1,800.00
2-3	Additional Special Bid#111 for Unusable Material (Undistributed Quantity)	100	CYD	\$35.00	\$ 3,500.00	\$22.25	\$ 2,225.00	\$39.75	\$ 3,975.00	\$15.00	\$ 1,500.00	\$35.00	\$ 3,500.00
2-4	Flowable Fill as Bid#111	1	CYD	\$300.00	\$ 300.00	\$117.10	\$ 117.10	\$162.00	\$ 162.00	\$150.00	\$ 150.00	\$115.00	\$ 115.00
2-5	Owner Requested Spot Excavation for Utilities	1	EA	\$850.00	\$ 850.00	\$2,948.50	\$ 2,948.50	\$85.00	\$ 85.00	\$1,550.00	\$ 1,550.00	\$300.00	\$ 300.00
2-6	Asphalt Patching, 1" Surface, Type B	425	SYD	\$20.00	\$ 8,500.00	\$33.30	\$ 14,152.50	\$20.00	\$ 8,500.00	\$38.75	\$ 16,468.75	\$11.00	\$ 4,675.00
2-7	Asphalt Patching, 1" Intermediate, Type B	425	SYD	\$20.00	\$ 8,500.00	\$33.30	\$ 14,152.50	\$20.00	\$ 8,500.00	\$38.75	\$ 16,468.75	\$11.00	\$ 4,675.00
2-8	Asphalt Rejuvenating, Resealant/Collector 1"	1,250	SYD	\$50.00	\$ 62,500.00	\$6.95	\$ 8,687.50	\$5.75	\$ 7,187.50	\$7.75	\$ 9,687.50	\$6.00	\$ 7,500.00
2-9	Asphalt Milling, 1"	1,250	SYD	\$30.00	\$ 37,500.00	\$4.05	\$ 5,062.50	\$4.00	\$ 5,000.00	\$4.50	\$ 5,625.00	\$2.50	\$ 3,125.00
2-10	Concrete Curbs, Type III, Remove and Replace	255	LFT	\$30.00	\$ 7,650.00	\$6.90	\$ 9,778.50	\$63.75	\$ 16,193.75	\$45.25	\$ 11,993.75	\$21.00	\$ 5,362.50
2-11	Concrete Sidewalk, Remove and Replace	20	SYD	\$65.00	\$ 1,300.00	\$66.25	\$ 1,325.00	\$92.35	\$ 1,847.00	\$85.50	\$ 1,710.00	\$90.00	\$ 1,800.00
2-12	Curbside Sidewalk, Remove and Replace	25	SYD	\$125.00	\$ 3,125.00	\$123.05	\$ 3,076.25	\$117.00	\$ 2,925.00	\$167.00	\$ 4,175.00	\$100.00	\$ 2,500.00
2-13	ADA Curb Ramps (All Types), Remove and Replace	3	EA	\$1,500.00	\$ 4,500.00	\$1,057.50	\$ 3,172.50	\$2,450.00	\$ 7,350.00	\$1,550.00	\$ 4,650.00	\$1,800.00	\$ 5,400.00
2-14	Alley Concrete Drive Approach	30	SYD	\$80.00	\$ 2,400.00	\$103.00	\$ 3,090.00	\$112.70	\$ 3,381.00	\$126.00	\$ 3,780.00	\$135.00	\$ 4,050.00
2-15	Lanes and Grasses, Lawn Grass Seed	1	LS	\$4,000.00	\$ 4,000.00	\$1,070.50	\$ 1,070.50	\$1,000.00	\$ 1,000.00	\$2,800.00	\$ 2,800.00	\$1,000.00	\$ 1,000.00
2-16	12" Ductile Iron Non-Pressure Utility Piping, CL 350 (Storm)	78	LFT	\$90.00	\$ 7,020.00	\$109.35	\$ 8,613.30	\$88.50	\$ 6,903.00	\$66.00	\$ 5,148.00	\$145.00	\$ 11,310.00
2-17	12" Non-Pressure Utility Piping, Class IV (Storm)	7	LFT	\$75.00	\$ 525.00	\$89.65	\$ 627.55	\$40.00	\$ 280.00	\$109.00	\$ 763.00	\$100.00	\$ 700.00
2-18	42" Non-Pressure Utility Piping (Storm)	284	LFT	\$300.00	\$ 85,200.00	\$238.25	\$ 67,663.00	\$362.00	\$ 102,808.00	\$196.00	\$ 55,664.00	\$300.00	\$ 85,200.00
2-19	Water Service Replacement, (Undistributed Quantity)	3	EA	\$1,750.00	\$ 5,250.00	\$1,708.00	\$ 5,124.00	\$2,140.00	\$ 6,420.00	\$3,075.00	\$ 9,225.00	\$850.00	\$ 2,550.00
2-20	Pipe Fug, 48" and Smaller (Bulkhead)	5	EA	\$500.00	\$ 2,500.00	\$258.75	\$ 1,293.75	\$425.00	\$ 2,125.00	\$1,000.00	\$ 5,000.00	\$400.00	\$ 2,000.00
2-21	Cut and Plug (Sewer Pipe Abandonment)	5	EA	\$400.00	\$ 2,000.00	\$262.90	\$ 1,314.50	\$110.00	\$ 550.00	\$75.00	\$ 375.00	\$250.00	\$ 1,250.00
2-22	31" Round Catch Basin	1	EA	\$3,000.00	\$ 3,000.00	\$6,970.50	\$ 6,970.50	\$2,850.00	\$ 2,850.00	\$2,805.00	\$ 2,805.00	\$8,415.00	\$ 11,400.00
2-23	Process 33" Round Inlet	1	EA	\$2,000.00	\$ 2,000.00	\$1,965.50	\$ 1,965.50	\$1,400.00	\$ 1,400.00	\$1,400.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00
2-24	Remove Existing Structure	5	EA	\$500.00	\$ 2,500.00	\$48.15	\$ 2,190.75	\$325.00	\$ 1,625.00	\$600.00	\$ 3,000.00	\$100.00	\$ 500.00
2-25	6" Non-Perforated Pipe	33	LFT	\$10.00	\$ 330.00	\$13.75	\$ 453.75	\$22.00	\$ 726.00	\$25.00	\$ 825.00	\$40.00	\$ 1,320.00
2-26	22" Storm Drainage Manhole	1	EA	\$12,500.00	\$ 12,500.00	\$6,294.50	\$ 6,294.50	\$7,250.00	\$ 7,250.00	\$7,250.00	\$ 7,250.00	\$7,250.00	\$ 7,250.00
TOTAL ALTERNATE 2													
TOTAL BASE BID - ALTERNATE 1													
TOTAL BASE BID - ALTERNATE 1													
TOTAL ALTERNATE 1 + ALTERNATE 2													
BID ALTERNATE 4 - OWNER SUPPLIED SPECIAL BACKFILL													
3-1	42" Non-Pressure Utility Piping, Class IV (Storm)	228	LFT	\$350.00	\$ 81,480.00	\$308.22	\$ 70,196.16	\$310.00	\$ 101,680.00	\$220.00	\$ 50,400.00	\$216.00	\$ 49,248.00
3-2	48" RCP Non-Pressure Utility Piping, Class IV (Storm)	2,97	LFT	\$400.00	\$ 118,800.00	\$321.65	\$ 95,540.05	\$361.50	\$ 107,565.00	\$248.00	\$ 73,664.00	\$248.00	\$ 73,664.00
BID ALTERNATE 3 - CONCRETE STORM PIPE													
TOTAL ALTERNATE 3													
TOTAL ALTERNATE 3 + ALTERNATE 1 + ALTERNATE 2													
TOTAL ALTERNATE 3 + ALTERNATE 1 + ALTERNATE 2 + ALTERNATE 4													
4-1	Owner Supply Special Bid#111, No. 53/73	12,500	CYD	\$25.00	\$ 312,500.00	\$25.00	\$ 312,500.00	\$7.35	\$ 91,875.00	\$42.00	\$ 525,000.00	\$6.00	\$ 75,000.00
Addendum No. 1													
Addendum No. 2													
Bidder's Bond													
Form 96													
Non-Collusion Affidavit													
Cert In Lieu Financial Statement													
Employee Drug Testing Program (9-5150X)													
Reviewed By: <i>Amel M. Smuck</i> 4/12/2018													

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

Resolution 76114

Work Order 76114

THIS AGREEMENT is by and between the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called Owner) and Dunigan Brothers, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, 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:

*Construction of sewer separation and outfall piping along Fourth Street, North Calhoun, Sixth Street, Wells Street and Huffman Street. The work performed includes construction of approximately 4,900 linear feet of 12-inch to 72-inch pipe including diversion structure and existing outfall improvements at the St Mary's River.
Contract includes Base Bid plus Alternate 1 and Alternate 2.*

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Huffman - Putnam Sewer Separation - Phase 1 and Outfall Improvements Phase 1A

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by A&Z Engineering - Phase 1 and DLZ - Phase 1A. Throughout these Contract Documents, the term Engineer is used. Engineer is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Owner will advise Contractor prior to issuance of Notice to Proceed as to who will serve as Engineer.

ARTICLE 4 – CONTRACT TIMES

4.01 Time 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 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within **420 days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **480 days** after the date when the Contract Times commence to run.
- B. Definitions of Substantial Completion for this Work shall consist of when all Work, except final seeding, has been installed and successfully tested.
- C. Substantial and final completion days as noted in 4.02.A shall also include work required for Alternates selected by the Owner, if any.
- D. Construction Milestones:
 - 1. Wells Street shall be open for traffic during Three Rivers festival.
 - 2. Contractor's staging and laydown areas for Phase 1 storm sewer piping shall be limited to the permanent and temporary easements as indicated on the Drawings between Stations 0+00 and 7+40. The area is available for the contractor until December 31, 2018.
 - 3. Sixth Street Staging Area shall be available to the contractor until April 1, 2019.

4.03 Liquidated Damages

- B. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner **\$2,500** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1,000** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
 - A. Not used.
 - B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in this Paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

See Article 5 (itemized Bid Schedule) of the Bid Form

TOTAL OF ALL UNIT PRICES

Four Million, Eight Hundred Ninety-Seven Thousand, Fifty Five Dollars and Eighty Cents

(\$4,897,055.80)

C. Not Used.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Engineer will process Applications for Payment as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 45 days of receipt during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions.

a. 0.95% of Work completed (with the balance being retainage); and

b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. 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 Indiana Finance Authority (IFA) State Revolving Fund (SRF) goals stipulated in Paragraph 10.06. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 14.07 of the General Conditions, and good faith efforts to comply with the IFA/SRF participation requirements; subject to reduction in the event of non-compliance as provided in Paragraph 10.06.

C. Escrow Agreement.

1. If the Contract is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement; unless written notice is received from Contractor prior to execution of the Agreement stating that an Escrow Account is not desired. If an Escrow Account is not desired, then the Board of Public Works, in accordance with IC 36-1-12-14, shall hold the retainage and will not pay interest on the amounts of retainage that it holds.

ARTICLE 5 – BASIS OF BID

Name Dunigan Bros., Inc.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

76114-HUFFMAN - PUTNAM						
BASE BID SCHEDULE						
ITEM #	WORK ITEM #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	01 11 21-A	Mobilization and Demobilization (Not to Exceed 5%)	1	LS	216,000 ⁻	216,000 ⁻
2	01 11 21-B	Work Allowance	1	LS	\$125,000.00	\$125,000.00
3	01 11 21-C	Utility Pole Bracing Allowance	1	LS	\$52,500.00	\$52,500.00
4	01 11 21-D	Street Light Pole Bracing, Removal and Replacement Allowance (City Determined)	1	LS	\$25,000.00	\$25,000.00
5	01 11 21-E	Concrete Outfall Structure M10 150 Modifications	1	LS	183,080 ⁻	183,080 ⁻
6	01 11 21-F	Concrete Structure No. 44 Construction	1	LS	237,262 ⁻	237,262 ⁻
7	01 11 21-G	Concrete Structure No. 45 Construction	1	LS	152,780 ⁻	152,780 ⁻
8	01 55 26-A	Maintenance and Protection of Traffic	1	LS	93,984 ⁻	93,984 ⁻
9	01 57 13-A	Erosion and Sedimentation Control	1	LS	6370.50	6370.50
10	01 71 16.13-A	Video Documentation of Conditions	1	LS	2226 ⁻	2226 ⁻
11	05 50 00-A	Weir Plates	1	LS	4144.50	4144.50
12	05 52 13-A	42" Metal Railing	1	LS	3228 ⁻	3228 ⁻
13	05 56 00-A	Adjust Existing Casting to Grade (Undistribute Quantity)	3	EA	388.10	1164.30
14	31 00 05-A1	Contractor Supplied Special Backfill, No. 53/73	10,500	CYD	31.50	330,750 ⁻
15	31 00 05-B	Excavation of Unsuitable Material, (Undistributed Quantity)	800	CYD	15.20	12,160 ⁻
16	31 00 05-C	Additional Special Backfill for Unsuitable Material, (Undistributed Quantity)	800	CYD	22.50	18,000 ⁻
17	31 00 05-D	Flowable Fill as Backfill	25	CYD	117.70	2942.50
18	31 00 05-E	Owner Requested Spot Excavation for Utilities	5	EA	2948.50	14,742.50
19	31 00 05-F	6" No. 53/No. 73 Aggregate for Surface	1,380	SYD	9.75	13,455 ⁻
20	31 11 00-A	Clearing and Grubbing	1	LS	17,920 ⁻	17,920 ⁻
21	32 12 16-A	Asphalt Patching, 1" Surface, Type B	3,500	SYD	6.95	24,325 ⁻

22	32 12 16-B	Asphalt Patching, 3" Intermediate, Type B	3,500	SYD	33.30	116,550 ⁻
23	32 12 16-C	Asphalt Patching, 2" Surface, Type C	460	SYD	12.70	5842 ⁻
24	32 12 16-D	Asphalt Patching, 4" Intermediate, Type C	460	SYD	39.10	17,986 ⁻
25	32 12 16-E	Asphalt Resurfacing, Residential/Collector 1"	3,650	SYD	6.95	25,367.50
26	32 12 16-F	Asphalt Resurfacing, Arterial 2"	1,450	SYD	12.70	18,415 ⁻
27	32 12 16-G	Asphalt Milling, 1"	3,650	SYD	4.05	14,782.50
28	32 12 16-H	Asphalt Milling, 2"	1,450	SYD	4.60	6,670 ⁻
29	32 12 16-I	Permanent Pavement Markings	1	LS	6144 ⁻	6144 ⁻
30	32 12 16-J	Temporary Cold Patch Pavement Repair 3", Intermediate Course (Undistributed)	880	SYD	21.55	18,964 ⁻
31	32 12 16-K	Temporary Hot Patch Pavement Repair 3", Intermediate Course (Undistributed)	880	SYD	18.45	16,236 ⁻
32	32 12 16-L	Asphalt Trail Type B HMA Pavement Removal and Replacement (10" stone, 4" HMA pavement)	100	SYD	44.15	4415 ⁻
33	32 13 00-A	Residential Concrete Pavement, 7" PCCP	6,750	SYD	57.20	386,100 ⁻
34	32 13 00-B	Concrete Pavement Removal	6,750	SYD	5.90	39,825 ⁻
35	32 16 00-B	Concrete Curb, Type III, Remove and Replace	1,050	LFT	36.90	38745 ⁻
36	32 16 00-C	Concrete Sidewalk, Remove and Replace	440	SYD	62 ⁻	27,280 ⁻
37	32 16 00-D	Curbside Sidewalk, Remove and Replace	120	SYD	119.90	14,388 ⁻
38	32 16 00-E	ADA Curb Ramps (All Types), Remove and Replace	40	EA	1089.50	43,580 ⁻
39	32 16 00-F	ADA Curb Ramp, Surface-Mount Tactile Unit	5	EA	333.90	1669.50
40	32 16 00-G	Residential Concrete Drive Approach	50	SYD	66 ⁻	3300 ⁻
41	32 16 00-H	Commercial Concrete Drive Approach	90	SYD	103.80	9342 ⁻
42	32 16 00-I	Alley Concrete Drive Approach	150	SYD	103.80	15,570 ⁻
43	32 16 00-J	Concrete Steps, Remove and Replace	20	SYD	681.80	13,636 ⁻
44	32 31 13-A	Chain Link Fence	1	LS	5287 ⁻	5287 ⁻
45	32 32 23-A	Segmental Retaining Wall	1	LS	27412 ⁻	27412 ⁻
46	32 90 00-A	Frontier Elm - 2" Cal.	3	EA	550.95	1652.85
47	32 90 00-B	Shingle Oak - 2" Cal.	2	EA	584.35	1168.70
48	32 92 00-A	Lawns and Grasses, Lawn Grass Seed	1	LS	14990 ⁻	14990 ⁻
49	33 05 14-A	Inline Check Valve	1	EA	45684 ⁻	45684 ⁻

50	33 05 33.13-A	12" Ductile Iron Non-Pressure Utility Piping, CL 350 (Storm)	487	LFT	103.70	50,501.90
51	33 05 33.13-B	48" Ductile Iron Non-Pressure Utility Piping, CL 250 (Storm)	10	LFT	988.05	9880.50
52	33 05 34.13-A	12" RCP Non-Pressure Utility Piping, Class IV (Storm)	323	LFT	87.75	28,343.25
53	33 05 34.13-B	15" RCP Non-Pressure Utility Piping, Class III (Storm)	54	LFT	94.25	5089.50
54	33 05 34.13-C	43"x68" HECP Non-Pressure Utility Piping, HE III (Storm)	328	LFT	365.55	119,900.40
55	33 05 34.13-D	48"x76" HECP Non-Pressure Utility Piping, HE III (Storm)	1,258	LFT	414.50	521,441
56	33 05 34.13-E	72" RCP Non-Pressure Utility Piping, Class III (Storm)	194	LFT	403.20	78,220.80
57	33 05 38.13-A	12" HDPE Non-Pressure Utility Piping	22	LFT	85.70	1885.40
58	33 05 51-A	15" PP Non-Pressure Utility Piping (Storm)	20	LFT	91.85	1837
59	33 05 51-B	18" PP Non-Pressure Utility Piping (Storm)	54	LFT	96.95	5235.30
60	33 05 51-C	24" PP Non-Pressure Utility Piping (Storm)	32	LFT	110.10	3523.20
61	33 05 51-D	48" PP Non-Pressure Utility Piping (Storm)	2,094	LFT	271.70	568939.80
62	33 11 00-A	Water Main Lowering (Connect to Existing Water Main "Cut in Fittings")	8	EA	9853	78,824
63	33 11 00-B	Water Main Relocation (Connect to Existing Water Main "Cut in Fittings")	2	EA	13,827	27,654
64	33 11 00-C	Removal of Valve Boxes	1	EA	47.85	47.85
65	33 11 00-D	Cut & Plug (Water Main Abandonment)	1	EA	183.55	183.55
66	33 12 00-A	Water Service Replacement, (Undistributed Quantity)	10	EA	1673	16,730
67	33 12 00-B	Water Service Reconnection, (Undistributed Quantity)	49	EA	525.75	25,761.75
68	33 12 00-C	12" Resilient Seat Gate Valve and Box	1	EA	2270.50	2270.50
69	33 12 00-D	6" Resilient Seat Gate Valve and Box	1	EA	873.75	873.75
70	33 41 00-A	Pipe Plug, 48" and Smaller (Bulkhead)	13	EA	525.75	6834.75
71	33 41 00-B	Pipe Plug, Larger than 48"(Bulkhead)	1	EA	2309	2309

72	33 41 00-C	Cut and Plug (Sewer Pipe Abandonment)	20	EA	262.90	5258-
73	33 44 13-A	33" Round Catch Basin	24	EA	2325-	55,800-
74	33 44 13-B	Precast 33" Round Inlet	11	EA	1947-	21417-
75	33 44 13-C	48" Catch Basin	3	EA	3701.50	11104.50
76	33 44 13-D	Drain Basin with Domed Grate	3	EA	1182.50	3547.50
77	33 44 13-E	Remove Existing Structure	30	EA	438.15	13,144.50
78	33 46 16.19-A	6" Perforated Pipe	170	LFT	13.35	2269.50
79	33 46 16.19-B	6" Non-Perforated Pipe	66	LFT	13.65	900.90
80	33 46 16.19-C	Cleanout	4	EA	289.80	1159.20
81	33 47 32-A	Bioretention Lawn Area	300	SYD	35.50	10,650-
82	33 47 32-B	Concrete Curb Cut	6	EA	166.95	1001.70
83	33 49 13-A	48" Storm Drainage Manhole	6	EA	3260-	19,560-
84	33 49 13-B	72" Storm Drainage Manhole	5	EA	6294.50	31,472.50
85	33 49 13-C	96" Storm Drainage Manhole	1	EA	10104-	10104-
86	33 49 13-D	Special 4' x 8' Box Storm Drainage Manhole	1	EA	15415-	15415-
87	33 49 13-E	Special 4' x 9' Box Storm Drainage Manhole	3	EA	12365-	37,095-
88	33 49 13-F	Special 8' x 8' Box Storm Drainage Manhole	1	EA	23410-	23410-
89	33 49 13-G	Special 9' x 9' Box Storm Drainage Manhole	2	EA	26192-	52384-
90	34 49 13-H	Special 9' x 10' Box Storm Drainage Manhole	1	EA	24801-	24801-
91	35 20 16-A	Flap Gate	2	EA	7567-	15134-
TOTAL BASE BID (Items 1 to 91)						4,389,951.85

ALTERNATES SCHEDULE (ALL ALTERNATES MUST BE BID)						
Bid Alternate 1 - Huffman Street Sewer Separation (Station 18+90 to 22+45)						
ITEM #	WORK ITEM #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1-1	31 00 05-A1	Contractor Supplied Special Backfill, No. 53/73	1,300	CYD	31.75	41,275 ⁻
1-2	31 00 05-B	Excavation of Unsuitable Material, (Undistributed Quantity)	100	CYD	15.20	1520 ⁻
1-3	31 00 05-C	Additional Special Backfill for Unsuitable Material, (Undistributed Quantity)	100	CYD	22.45	2245 ⁻
1-4	31 00 05-D	Flowable Fill as Backfill	1	CYD	117.20	117.20
1-5	32 12 16-A	Asphalt Patching, 1" Surface, Type B	140	SYD	6.95	973 ⁻
1-6	32 12 16-B	Asphalt Patching, 3" Intermediate, Type B	140	SYD	33.30	4662 ⁻
1-7	32 12 16-C	Asphalt Patching, 2" Surface, Type C	150	SYD	12.70	1905 ⁻
1-8	32 12 16-D	Asphalt Patching, 4" Intermediate, Type C	150	SYD	39.10	5865 ⁻
1-9	32 12 16-E	Asphalt Resurfacing, Residential/Collector 1"	90	SYD	6.95	625.50
1-10	32 12 16-F	Asphalt Resurfacing, Arterial 2"	385	SYD	12.70	4889.50
1-11	32 12 16-G	Asphalt Milling, 1"	90	SYD	4.05	364.50
1-12	32 12 16-H	Asphalt Milling, 2"	385	SYD	4.60	1771 ⁻
1-13	32 13 00-A	Residential Concrete Pavement, 7" PCCP	760	SYD	61.65	46,854 ⁻
1-14	32 13 00-B	Concrete Pavement Removal	760	SYD	5.90	4484 ⁻
1-15	32 16 00-A	Concrete Curb, Type II-B, Remove and Replace	175	LFT	41.35	7236.25
1-16	32 16 00-B	Concrete Curb, Type III, Remove and Replace	190	LFT	36.90	7011 ⁻
1-17	32 16 00-C	Concrete Sidewalk, Remove and Replace	40	SYD	66.25	2650 ⁻
1-18	32 16 00-D	Curbface Sidewalk, Remove and Replace	50	SYD	123.05	6152.50
1-19	32 16 00-E	ADA Curb Ramps (All Types), Remove and Replace	6	EA	1057.50	6345 ⁻
1-20	32 16 00-F	ADA Curb Ramp, Surface-Mount Tactile Unit	2	EA	333.90	667.80
1-21	32 16 00-G	Residential Concrete Drive Approach	35	SYD	97.40	3409 ⁻
1-22	32 92 00-A	Lawns and Grasses, Lawn Grass Seed	1	LS	1070.50	1070.50

1-23	33 05 34.13-A	12" RCP Non-Pressure Utility Piping, Class IV (Storm)	219	LFT	88-	19272-
1-24	33 05 34.13-B	15" RCP Non-Pressure Utility Piping, Class III (Storm)	20	LFT	97.10	1942-
1-25	33 05 34.13-F	18" RCP Non-Pressure Utility Piping, Class III (Storm)	39	LFT	97.85	3816.15
1-26	33 05 51-D	48" PP Non-Pressure Utility Piping (Storm)	303	LFT	258.45	78,310.35
1-27	33 05 51-E	42" PP Non-Pressure Utility Piping (Storm)	44	LFT	251.90	11083.60
1-28	33 05 51-F	12" PP Non-Pressure Utility Piping (Storm)	132	LFT	83.70	11048.40
1-29	33 12 00-A	Water Service Replacement, (Undistributed Quantity)	6	EA	1708-	10,248-
1-30	33 41 00-A	Pipe Plug, 48" and Smaller (Bulkhead)	3	EA	375.50	1126.50
1-31	33 41 00-C	Cut and Plug (Sewer Pipe Abandonment)	4	EA	262.90	1051.60
1-32	33 44 13-A	33" Round Catch Basin	1	EA	2323.50	2323.50
1-33	33 44 13-B	Precast 33" Round Inlet	4	EA	1965.50	7862-
1-34	33 44 13-C	48" Catch Basin	1	EA	3679.50	3679.50
1-35	33 44 13-E	Remove Existing Structure	6	EA	438.15	2628.90
1-36	33 49 13-A	48" Storm Drainage Manhole	2	EA	3260-	6520-
1-37	33 49 13-B	72" Storm Drainage Manhole	1	EA	6294.50	6294.50
TOTAL ALTERNATE 1 (1-1 to 1-37)						319,300.25

Bid Alternate 2 - Huffman Street Sewer Separation (Station 22+45 to 25+35)						
ITEM #	WORK ITEM #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2-1	31 00 05-A1	Contractor Supplied Special Backfill, No. 53/73	800	CYD	31.65	25320
2-2	31 00 05-B	Excavation of Unsuitable Material, (Undistributed Quantity)	100	CYD	15.10	1510
2-3	31 00 05-C	Additional Special Backfill for Unsuitable Material, (Undistributed Quantity)	100	CYD	22.45	2245
2-4	31 00 05-D	Flowable Fill as Backfill	1	CYD	117.10	117.10
2-5	31 00 05-E	Owner Requested Spot Excavation for Utilities	1	EA	2948.50	2948.50
2-6	32 12 16-A	Asphalt Patching, 1" Surface, Type B	425	SYD	6.95	2953.75
2-7	32 12 16-B	Asphalt Patching, 3" Intermediate, Type B	425	SYD	33.30	14152.50
2-8	32 12 16-E	Asphalt Resurfacing, Residential/Collector 1"	1,250	SYD	6.95	8687.50
2-9	32 12 16-G	Asphalt Milling, 1"	1,250	SYD	4.05	5062.50
2-10	32 16 00-B	Concrete Curb, Type III, Remove and Replace	265	LFT	36.90	9778.50
2-11	32 16 00-C	Concrete Sidewalk, Remove and Replace	20	SYD	66.25	1325
2-12	32 16 00-D	Curbside Sidewalk, Remove and Replace	25	SYD	123.05	3076.25
2-13	32 16 00-E	ADA Curb Ramps (All Types), Remove and Replace	3	EA	1057.50	3172.50
2-14	32 16 00-I	Alley Concrete Drive Approach	30	SYD	103	3090
2-15	32 92 00-A	Lawns and Grasses, Lawn Grass Seed	1	LS	1070.50	1070.50
2-16	33 05 33.13-A	12" Ductile Iron Non-Pressure Utility Piping, CL 350 (Storm)	78	LFT	103.35	8061.30
2-17	33 05 34.13-A	12" RCP Non-Pressure Utility Piping, Class IV (Storm)	7	LFT	89.65	627.55
2-18	33 05 51-E	42" PP Non-Pressure Utility Piping (Storm)	284	LFT	238.25	67663
2-19	33 12 00-A	Water Service Replacement, (Undistributed Quantity)	3	EA	1708	5124
2-20	33 41 00-A	Pipe Plug, 48" and Smaller (Bulkhead)	5	EA	525.75	2628.75
2-21	33 41 00-C	Cut and Plug (Sewer Pipe Abandonment)	5	EA	262.90	1314.50
2-22	33 44 13-A	33" Round Catch Basin	3	EA	2323.50	6970.50
2-23	33 44 13-B	Precast 33" Round Inlet	1	EA	1965.50	1965.50
2-24	33 44 13-E	Remove Existing Structure	5	EA	438.15	2190.75
2-25	33 46 16.19-B	6" Non-Perforated Pipe	33	LFT	13.75	453.75
2-26	33 49 13-B	72" Storm Drainage Manhole	1	EA	6294.50	6294.50
TOTAL ALTERNATE 2 (2-1 to 2-26)						187,804.30

Bid Alternate 3 - Concrete Storm Pipe						
ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3-1	33 05 34.13-G	42" RCP Non-Pressure Utility Piping, Class IV (Storm)	328	LFT	308.22	101,096.16
3-2	33 05 34.13-H	48" RCP Non-Pressure Utility Piping, Class IV (Storm)	2,397	LFT	321.65	770,995.05

Bid Alternate 4 - Owner Supplied Special Backfill						
ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4-1	31 00 05 - A2	Owner Supplied Special Backfill, No. 53/73	12,600	CYD	25 ⁰⁰	315,000 ⁰⁰

Award will be based on lowest responsible Base Bid Schedule. Alternates are to be evaluated by the Owner after determination of the successful Bidder.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of (Certified Check) or (Bank Check) or (Bid Bond).
 - B. State Board of Accounts Form 96
 1. With Bidder's Financial Statement as required in Section III; or
 2. Have a complete Financial Statement on file with the Board, which has been on file one year or less, in which case the Bidder can instead submit a Certificate in Lieu of a Financial Statement.
 - C. Employee Drug Testing Program (If contract price is \$150,000 or more)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instruction to Bidders, the General Conditions, and the Supplementary Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineers as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of exploration and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous the site (except Underground Facilities), which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of means, methods, techniques, sequences, and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences, and procedures of construction, if any expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- F. Contractor does not consider that 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 Documents.
- G. 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.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, report and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Design Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof provided by Design Manager is acceptable to Contractor.

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. In connection with the performance of Work under this Contract, Contractor agrees to comply with Anti-Discrimination Under Indiana Code Chapter 5-16-6-1 and be bound by Chapter 93.036, of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. Contractor shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to 00 52 00-9, inclusive);
 - 2. Escrow Account Agreement (pages 00 54 43-1 to 00 54 43-3, inclusive);
 - 3. Drug Policy Acknowledgement Form (page 00 54 52-1);
 - 4. E-Verify Affidavit (page 00 54 53-1, inclusive);
 - 5. SRF Loan Program DBE Packet (pages 00 54 61-1 to 00 54 61-4, inclusive);
 - 6. SRF Attachment B – Davis-Bacon Act Contract Provisions (pages 00 54 65-1 to 00 54 65-8, inclusive);
 - 7. SRF Attachment C – Wage Fringe Benefit Certification Contract Provisions (page 00 54 66);
 - 8. SRF Attachment E – Suspension and Debarment Contract Provisions (page 00 54 68-1);
 - 9. SRF Attachment I – AIS Contract Provisions
 - 10. SRF Attachment J – AIS Contractor Certification
 - 11. SRF EPA Form OEE-1 (page 00 54 72-1);
 - 12. SRF EPA Form OEE-2 (page 00 54 73-1);
 - 13. Performance Bond Form (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive);
 - 14. Payment Bond Form (pages 00 61 13.16-1 to 00 61 13.16-2, inclusive);
 - 15. Federal Wage Rate Requirements (see Appendix);
 - 16. General Conditions (pages 00 72 00-1 to 00 72 00-41, inclusive);
 - 17. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-12, inclusive);
 - 18. Miscellaneous Work Items (pages 01 11 21-1 to 01 11 21-2);
 - 19. Addenda (numbers 1 to 2, inclusive);

20. Attachments to this Agreement (enumerated as follows);
 - a. Contractor's Bid Schedule (page 00 41 00-3 to 00 41 00-10);
 - b. Documentation submitted by Contractor prior to Notice of Award;
21. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Orders;
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. 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.

10.05 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 10.05:
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 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.

10.06 M.B.E./W.B.E. Participation

- A. **Indiana State Revolving Fund Loan Program** – This project is being financed in whole or in part by the Indiana State Revolving Fund Loan Programs. The Contractor is required to comply with all federal and state laws, rules, regulations, and contract provisions included in Indiana Finance Authority (IFA) State Revolving Fund (SRF) documents per Article 9 of this agreement

(IFA SRF requirements and forms are available on the IFA SRF website.)

- B. **Request for Waiver** – If, at the time final payment application is made, Contractor has not attained the IFA/SRF 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 goal.
- C. **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.
- D. **Waiver Approved** – In the event the Board of Public Works determines that a good faith effort to comply with the IFA/SRF participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

10.07 Other Provisions

- A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 76114). One counterpart has been delivered to Owner, and one counterpart delivered to Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 8, 2018 (which is the Effective Date of the Agreement).

CONTRACTOR:

Dunigan Bros., Inc.

BY: Patrick J. Dunigan
(Name)

TITLE: President

DATE: 4-30-18
(Date signed by Contractor)

Address for giving notices:

911 E South St.
Jackson, MI 49203

OWNER:

CITY OF FORT WAYNE

BY: Thomas C. Henry
THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: ABSENT
SHAN GUNAWARDENA, CHAIR

BY: Mike Avila
MIKE AVILA, MEMBER

BY: [Signature]
KUMAR MENON, MEMBER

ATTEST: [Signature]
MICHELLE FULK, CLERK

DATE: 5-8-18
(Date signed by Board)

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF Michigan)
) SS:
COUNTY OF Jackson)

BEFORE ME, a Notary Public, in and for said County and State, this 30 day of April, 2018, personally appeared the within named Patrick Dunigan who under penalty of perjury says that he is the President of Dunigan Bros., Inc. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Dunigan Brothers, Inc. for the uses and purposes therein set forth.

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

[Signature]

Notary Public

Samuel V. Munn

Printed Name of Notary

My Commission Expires: May 13, 2022

Resident of Jackson County

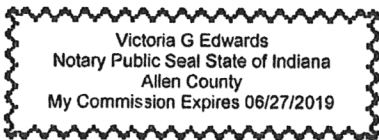
SAMUEL V. MUNN
NOTARY PUBLIC, Jackson County MI
My Commission Expires May 13, 2022

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 8th day of May, 2018 personally appeared the within named Thomas C. Henry, ~~Shan Gunawardena~~, Mike Avila, Kumar Menon and Michelle Fulk, 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.



Victoria Edwards

Notary Public

Victoria Edwards

Printed Name of Notary

My Commission Expires: 6/27/19

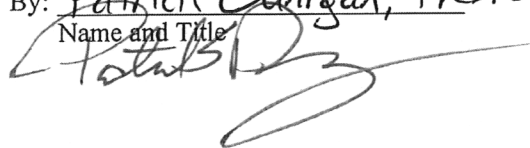
Resident of Allen County

Drug Policy Acknowledgment Form

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

Dunigan Bros., Inc.
Name of Company

By: Patrick Dunigan, President
Name and Title


Interoffice Memo

Date: May 10, 2018
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: **Huffman-Putnam Sewer Separation-Phase I and Outfall Improvements Phase IA
Resolution / Work Order. #76114**

*Michael Kiester
5.11.2018*

Council Districts # 3 & 5

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Huffman-Putnam Sewer Separation-Phase I and Outfall Improvements Phase IA as follows: Construction of sewer separation and outfall piping along Fourth Street, North Calhoun, Sixth Street, Wells Street and Huffman Street. The work performed includes construction of approximately 4,900 linear feet of 12-inch to 72-inch pipe including diversion structure and existing outfall improvements at the St Mary's River.

Implications of not being approved: This work is an integral part of compliance with the Consent Decree, to reduce combined sewer overflows to the St. Marys River. If not constructed, Combined Sewer Overflows will continue at a higher level into the St. Marys River, thus violating our consent decree obligation and time commitment for reduction.

If Prior Approval is being Requested, Justify: N/A

This project was advertised to contractors on 2/23/2018, 3/2/2018 in the Journal Gazette

The contract for Resolution # 76114 awarded to Dunigan Brothers, Inc. for \$4,897,055.80 was the lowest most responsive bidder of 4 bidders and 14.5 % below the Engineer's estimate of \$5,725,270.00. The second lowest bidder was \$280,746.20 above Dunigan Brothers, Inc. bid.

The cost of said project funded by the 2014 Sewer SRF Bond.

Council Introduction Date: May 22, 2018

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
File

BILL NO. S-18-05-17

REPORT OF COMMITTEE ON CITY UTILITIES

June 5, 2018

Glynn Hines Chair

Russell Jehl Co-Chair

All Council Members

An Ordinance approving Huffman-Putnam Sewer Separation - Phase I and Outfall Improvements Phase IA – Resolution/Work Order #76114 - between Dunigan Brothers, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

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

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Glynn Hines

[Signature]

[Signature]

[Signature]

[Signature]

Thomas Fletcher

Jason W. Casper

[Signature]

[Signature]

**LANA R. KEESLING
CITY CLERK**

Lana R. Keesling

Public Hearing Date: N/A

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

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilman Hines, 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"/>
BARRANDA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: June 12, 2018



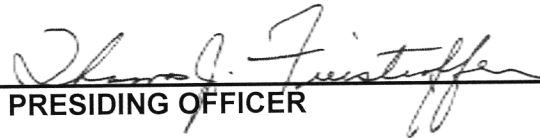
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-18-05-17 on the 12th day of June, 2018

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th
 of June 2018, at the hour of 10:15 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13TH day of June
 2018, at the hour of 1:00 O'clock Pm. E.S.T.



 THOMAS C. HENRY, MAYOR