

1
2 **BILL NO. S-18-11-28**

SPECIAL ORDINANCE NO. S-124-18

3 AN ORDINANCE approving AGREEMENT FOR SUMMIT PUMP
4 STATION - RESOLUTION/WORK ORDER NO. 66481 -
5 (\$711,600.00) between ROBERT E. CROSBY, INC. and the City
6 of Fort Wayne, Indiana, in connection with the Board of Public
7 Works.

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

10 **SECTION 1.** That the AGREEMENT FOR SUMMIT PUMP STATION -
11 RESOLUTION/WORK ORDER NO. 66481 by and between ROBERT E. CROSBY, INC. and the
12 City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and
13 affirmed and approved in all respects, respectfully for:


14 All labor, insurance, material, equipment, tools, power, transportation,
15 miscellaneous equipment, etc., necessary for site preparation, and installation
16 of a new owner supplied pre-packaged water booster pumping station, 900
17 feet of 16 inch HDPE pipe, 300 feet of 12 inch HDPE pipe, 3 owner supplied
18 pre-packaged control valve stations, and all associated piping and
19 appurtenances for pumping station and control valve station;

20 involving a total cost of SEVEN HUNDRED ELEVEN THOUSAND SIX HUNDRED AND 00/100
21 DOLLARS - (\$711,600.00). A copy of said Contract is on file with the Office of the City Clerk and
22 made available for public inspection, according to law.

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

25 
26 _____
27 Council Member

28 APPROVED AS TO FORM AND LEGALITY

29 
30 _____
Carol Helton, City Attorney

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

Resolution 66481

Work Order 66481

THIS AGREEMENT is by and between the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called Owner) and Robert E. Crosby, 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:

The project shall be generally described as site preparation, and installation of a new owner supplied pre-packaged water booster pumping station, 900 feet of 16 inch hdpe pipe, 300 feet of 12 inch hdpe pipe, 3 owner supplied pre-packaged control valve stations, and all associated piping and appurtenances for pumping station and control valve stations.

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:

Summit Pump Station

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Wessler Engineering, which 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 confirm to 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 by **5/15/2019** 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 by **6/14/2019**.
- B. Definitions of Substantial Completion for this Work shall consist of Pressure Testing and Disinfection has been completed. All stations have permanenet power and SCADA hooked up and running correctly.

4.03 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 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 **\$1,000.00/day** 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 **\$1,000.00/day** 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:

UNIT PRICE WORK

Estimated					Total
<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated</u>
See Article 5 (itemized Bid Schedule) of the Bid Form					

Contract includes Base Bid plus Alternate Bid Schedule B Only

TOTAL OF ALL UNIT PRICES Seven Hundred Eleven Thousand Six Hundred Dollars and Zero Cents

(\$711,600.00)

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. 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 9.07 of the General Conditions.

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. 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 account of the Contract Price on the basis of Contractor's Applications for Payment within 30 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, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 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 10% EBE goal 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 EBE participation requirements; subject to reduction in the event of non-compliance as provided in Paragraph 10.06E.

- C. 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

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 Engineer 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 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 explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, 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 given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. 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 00-11, inclusive);
 - 2. Escrow Account Agreement (pages 00 54 43-1 to 00 54 43-3, inclusive);
 - 3. E-Verify Affidavit (page 00 54 53-1, inclusive);
 - 4. Performance Bond Form (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive);
 - 5. Payment Bond Form (pages 00 61 13.16-1 to 00 61 13.16-2, inclusive);
 - 6. General Conditions (pages 00 72 00-1 to 00 72 00-41, inclusive);

7. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-12, inclusive);
 8. Specifications as listed in the Table of Contents of the Project Manual
 9. Drawings consisting of Y-20677, pages 1 through 20, inclusive, with each sheet bearing the following general title: Summit Pump Station;
 10. Addenda (number 1, inclusive);
 11. Attachments to this Agreement (enumerated as follows);
 - a. Contractor's Bid Schedule (page 00 41 00-3, to 00 41 00-4, inclusive);
 - b. Documentation submitted by Contractor prior to Notice of Award;
 12. 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. Work Change Directives.
 - c. 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 and the Supplementary 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 any thing 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.

10.06 Emerging Business Enterprise (EBE) Participation

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

In the event there is a determination that good faith compliance with these EBE participation requirements has not occurred, appropriate reduction in the final payment pursuant to paragraph 10.06.E will be made.

If the Contract Price is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the Contractor are not to exceed 95% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the 10% EBE goal stipulated in here within. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 14.07 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 10.06.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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 66481). 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.

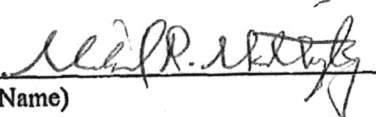
This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

CONTRACTOR:

OWNER:

ROBERT E. CROSBY, INC.

CITY OF FORT WAYNE

BY: 
(Name)

BY: _____
THOMAS C. HENRY, MAYOR

TITLE: Michael R. Mattingly, Vice President

DATE: November 5, 2018
(Date signed by Contractor)

Address for giving notices:

2805 Freeman Street
Fort Wayne IN 46802

BOARD OF PUBLIC WORKS

BY: _____
SHAN GUNAWARDENA, CHAIR

BY: _____
MIKE AVILA, MEMBER

BY: _____
KUMAR MENON, MEMBER

ATTEST: _____
MICHELLE FULK, CLERK

DATE: _____
(Date signed by Board)

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF Indiana)
SS:)
COUNTY OF Allen)

BEFORE ME, a Notary Public, in and for said County and State, this 5th day of November, 2018, personally appeared the within named Michael R. Mattingly who under penalty of perjury says that he is the Vice President of Robert E. Crosby, Inc. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Robert E. Crosby, Inc. for the uses and purposes therein set forth.

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

Rebecca S. Gephert
Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County



REBECCA S. GEPFERT, Notary Public
Allen County, State of Indiana
My Commission Expires 03/16/2024

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, _____, 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.

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County

ARTICLE 5 - BASIS OF BID

Name RE CROSBY INC

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

BASE BID SCHEDULE - SUMMIT PUMP STATION						
ITEM #	SECTION	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	01 11 21 - A	Mobilization and Demobilization (5% maximum)	1	LS	38,400	38,400
2	01 11 21 - B	Work Allowance	1	LS	\$25,000	\$25,000.00
3	33 05 33 - A	12"x12"x12" Tee Ductile Iron Fitting	5	EA	3,000	15,000
4	33 05 33 - B	16"x16"x16" Tee Ductile Iron Pipe Fitting	1	EA	7,800	7,800
5	33 05 33 - C	16"x16"x12" Tee Ductile Iron Pipe Fitting	2	EA	7,920	15,840
6	33 05 33 - D	16"x12" Reducer Ductile Iron Fitting	1	EA	4,800	4,800
7	33 11 00 - A	Test Riser (Temporary)	10	EA	960	9,600
8	33 11 00 - B	Owner Furnished Temporary Hydrant Assembly	1	EA	1,440	1,440
9	33 12 00 - A	12" Resilent Seat Gate Valve and Box	11	EA	5,040	55,440
10	33 12 00 - B	16" Resilent Seat Gate Valve and Box	3	EA	13,080	39,240
11	33 12 00 - C	Air Release Structure	1	EA	4,800	4,800
12	33 12 00 - D	Existing Check Valve Removal	1	LS	7,200	7,200
13	33 12 17 - A	Hillegas Rd. Control Valve Station Installation	1	LS	26,080	26,080
14	33 12 17 - B	Ludwig Rd. Control Valve Station Installation	1	LS	24,520	24,520
15	33 12 17 - C	Cook Rd. Control Valve Station Installation	1	LS	26,080	26,080
16	33 12 23 - A	Utility Pump Station Installation	1	LS	262,760	262,760
BASE BID PRICE						564,000

ADDENDUM No. 1

ALTERNATE BID SCHEDULE A

<u>ITEM #</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	33 05 38.16 - A	12" HDPE Pressure Utility Piping and Fittings	300	LF	150 ⁻⁻⁻	45,000 ⁻⁻⁻
2	34 05 38.16 - B	16" HDPE Pressure Utility Piping and Fittings	900	LF	186 ⁻⁻⁻	167,400 ⁻⁻⁻
ALTERNATE A TOTAL BID PRICE						212,400⁻⁻⁻

ALTERNATE BID SCHEDULE B

<u>ITEM #</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	33 05 38.16 - A	Owner Furnished 12" HDPE Pressure Utility Piping and Contractor Furnished Fittings	300	LF	114 ⁻⁻⁻	34,200 ⁻⁻⁻
2	34 05 38.16 - B	Owner Furnished 16" HDPE Pressure Utility Piping and Contractor Furnished Fittings	900	LF	126 ⁻⁻⁻	113,400 ⁻⁻⁻
ALTERNATE B TOTAL BID PRICE						147,600⁻⁻⁻

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

Note to Contractor: Submit prices for base bid and alternate bids, see Instructions to Bidders, Article 14.03.

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.

NOTE: Please place Bid Schedule on top of submitted bid package.

ADDENDUM No. 1

PROJECT:		Summit Pump Station					
Resolution#:	66481						
Work Order#:	66481						
Project Designer	Jon Hall						
Construction Manager	Jon Hall						
Manager	Michael Kiester						
Bid Date: (Quote Date)	October 9, 2018						
Funding:	Water Revenue						
BASE BID				Engineer's Estimate		R. E. Crosby	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension
1	Mobilization and Demobilization (5% maximum)	1	LS	\$10,000.00	\$ 10,000.00	\$ 38,400.00	\$ 38,400.00
2	Work Allowance	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	12"x12"x12" Tee Ductile Iron Fitting	5	EA	\$4,000.00	\$ 20,000.00	\$ 3,000.00	\$ 15,000.00
4	16"x16"x16" Tee Ductile Iron Pipe Fitting	1	EA	\$6,000.00	\$ 6,000.00	\$ 7,800.00	\$ 7,800.00
5	16"x16"x12" Tee Ductile Iron Pipe Fitting	2	EA	\$8,000.00	\$ 16,000.00	\$ 7,920.00	\$ 15,840.00
6	16"x12" Reducer Ductile Iron Fitting	1	EA	\$4,000.00	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00
7	Test Riser (Temporary)	10	EA	\$1,000.00	\$ 10,000.00	\$ 960.00	\$ 9,600.00
8	Owner Furnished Temporary Hydrant Assembly	1	EA	\$4,000.00	\$ 4,000.00	\$ 1,440.00	\$ 1,440.00
9	12" Resilient Seat Gate Valve and Box	11	EA	\$5,500.00	\$ 60,500.00	\$ 5,040.00	\$ 55,440.00
10	16" Resilient Seat Gate Valve and Box	3	EA	\$12,000.00	\$ 36,000.00	\$ 13,080.00	\$ 39,240.00
11	Air Release Structure	1	EA	\$8,000.00	\$ 8,000.00	\$ 4,800.00	\$ 4,800.00
12	Existing Check Valve Removal	1	LS	\$8,000.00	\$ 8,000.00	\$ 7,200.00	\$ 7,200.00
13	Hillegas Rd. Control Valve Station Installation	1	LS	\$35,000.00	\$ 35,000.00	\$ 26,080.00	\$ 26,080.00
14	Ludwig Rd. Control Valve Station Installation	1	LS	\$35,000.00	\$ 35,000.00	\$ 24,520.00	\$ 24,520.00
15	Cook Rd. Control Valve Station Installation	1	LS	\$40,000.00	\$ 40,000.00	\$ 26,080.00	\$ 26,080.00
16	Utility Pump Station Installation	1	LS	\$190,000.00	\$ 190,000.00	\$ 262,760.00	\$ 262,760.00
TOTAL BASE BID					\$ 507,500.00		\$ 564,000.00
ALTERNATE BID SCHEDULE A				Engineer's Estimate		R. E. Crosby	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension
1	12" HDPE Pressure Utility Piping and Fittings	300	LF	\$80.00	\$ 24,000.00	\$ 150.00	\$ 45,000.00
2	16" HDPE Pressure Utility Piping and Fittings	900	LF	\$165.00	\$ 148,500.00	\$ 186.00	\$ 167,400.00
ALTERNATE A TOTAL BID PRICE					\$ 172,500.00		\$ 212,400.00
ALTERNATE BID SCHEDULE B				Engineer's Estimate			
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension
1	Owner Furnished 12" HDPE Pressure Utility Piping and Contractor Furnished Fittings	300	LF	\$55.00	\$ 16,500.00	\$ 114.00	\$ 34,200.00
2	Owner Furnished 16" HDPE Pressure Utility Piping and Contractor Furnished Fittings	900	LF	\$120.00	\$ 108,000.00	\$ 126.00	\$ 113,400.00
ALTERNATE B TOTAL BID PRICE					\$ 124,500.00		\$ 147,600.00
BASE BID + ALTERNATE A					\$ 680,000.00		\$ 776,400.00
BASE BID + ALTERNATE B					\$ 632,000.00		\$ 711,600.00
Addendum No.1							X
Bidder's Bond							X
Form 96							X
Non-Collusion Affidavit							X
Cert In Lieu/Financial Statement							X
Employee Drug Testing Program (<\$150K)							X
Reviewed By <i>Jon Hall</i>							

Interoffice Memo

Date: November 14, 2018
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: **Summit Pump Station
Resolution/Work Order No. 66481**

Michael Kiester
11-14-2018

Council District # Northwest

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Summit Pump Station as follows: The Project shall be generally described as site preparation, and installation of a new owner supplied pre-packaged water booster pumping station, 900 feet of 16 inch HDPE pipe, 300 feet of 12 inch HDPE pipe, 3 owner supplied pre-packaged control valve stations, and all associated piping and appurtenances for pumping station and control valve stations.

Implications of not being approved: This facility will increase water pressure, increase reliability, increase fire flow capability, and allow us to maintain high water quality in a newly defined pressure zone, the Summit Pressure Zone.

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

This project was advertised to contractors on 9/21/2018 and 9/28/2018 in the Journal Gazette

The contract for Resolution # 66481 awarded to Robert E. Crosby, Inc. for \$711,600.00 was the lowest most responsive bidder of 1 bidder and 12.59% above the Engineer's estimate of \$632,000.00.

The cost of said project funded by Water Revenue.

Council Introduction Date: 11/27/2018

CC: Matthew Wirtz
Diane Brown
File

BILL NO. S-18-11-28

REPORT OF COMMITTEE ON CITY UTILITIES

December 4, 2018

Russell Jehl Chair

Glynn Hines Co-Chair

All Council Members

An Ordinance approving Agreement for Summit Pump Station - Resolution/Work Order No. 66481 - between Robert E. Crosby, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$711,600.00

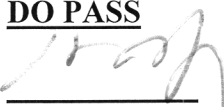




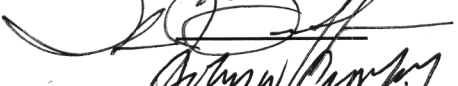
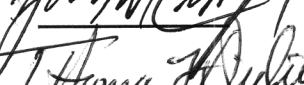

COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

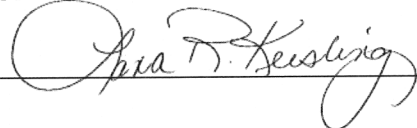
DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

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

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

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

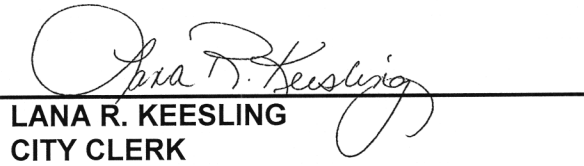
<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: December 11, 2018

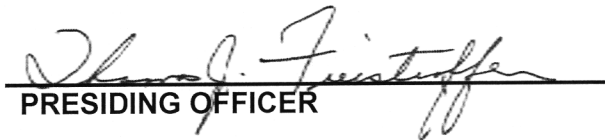


LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-18-11-28 on the 11th day of December, 2018



LANA R. KEESLING
 CITY CLERK



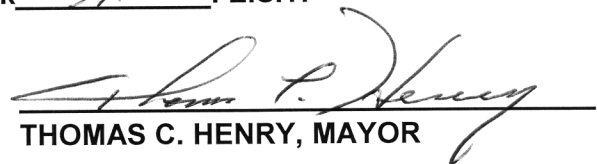
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th
 of December 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 December
 2018, at the hour of 10:00 O'clock Am. E.S.T.



THOMAS C. HENRY, MAYOR

