

1 **BILL NO. S-22-11-03**

2 SPECIAL ORDINANCE NO. S-133-22

3 AN ORDINANCE approving CONSTRUCTION  
4 CONTRACT – CSO 023, 024, 025 CONSOLIDATION  
5 SEWER AND UTILITY IMPROVEMENTS (W.  
6 SUPERIOR ST. FROM JACKSON ST. TO HARRISON  
7 ST.) - WORK ORDER #76694 - \$7,489,416.70 –  
8 between DUNIGAN BROS., INC. and the City of Fort  
9 Wayne, Indiana, by and through its Board of Public  
10 Works.

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

13 **SECTION 1.** That the CONSTRUCTION CONTRACT - CSO 023,  
14 024, 025 CONSOLIDATION SEWER AND UTILITY IMPROVEMENTS (W.  
15 SUPERIOR ST. FROM JACKSON ST. TO HARRISON ST.) - WORK ORDER  
16 #76694 - between DUNIGAN BROS., INC. and the City of Fort Wayne, Indiana, by  
17 and through its Board of Public Works, is hereby ratified, and affirmed and  
18 approved in all respects, respectfully for:

19 All labor, insurance, material, equipment, tools, power, transportation,  
20 miscellaneous equipment, etc., necessary for INSTALLATION OF  
21 APPROXIMATELY 400 LF OF 6-IN. HDPE WATER MAIN AND  
22 2,550 LF OF 16-IN. HDPE WATER MAIN INSTALLED VIA HDD  
23 METHODS. INSTALLATION OF APPROXIMATELY 2,000 LF OF  
24 CONSOLIDATION SEWER RANGING IN SIZE FROM 30-IN. TO 54-  
25 IN. AND ASSOCIATED STRUCTURES, AND APPROXIMATELY  
26 2,150 LF OF STORM SEWER RANGING IN SIZE FROM 12-IN. TO  
27 30-IN. AND ASSOCIATED STRUCTURES BOTH INSTALLED VIA  
28 OPEN EXCAVATION METHODS. A 32 FT. X 24 FT. CONCRETE  
29 CAST-IN-PLACE DIVERSION STRUCTURE WILL BE INSTALLED  
30 WHILE SUPPORTING THE EXISTING CSO 024 & CSO 025  
PIPING. FINAL RESTORATION OF THE SITE IS INCLUDED  
WITHIN THE PROJECT;

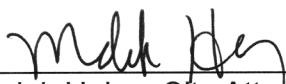
involving a total cost of SEVEN MILLION FOUR HUNDRED EIGHTY-NINE  
THOUSAND FOUR HUNDRED SIXTEEN AND 70/100 DOLLARS -  
(\$7,489,416.70). A copy of said Contract is on file with the Office of the City Clerk

1 and made available for public inspection, according to law.

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

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7 \_\_\_\_\_  
8 Council Member

9 APPROVED AS TO FORM AND LEGALITY

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11 \_\_\_\_\_  
12 Malak Heiny, City Attorney

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<b>PROJECT:</b>	CSO 023, 024, 025 Consolidation Sewer & Utility Improvements (W. Superior St from Jackson St to Harrison St)									
Resolution#:	76694									
Work Order#:	76694									
Project Designer	Emily Grabill									
Construction Manager	Ron Sheppard									
Manager	Mike Kiester									
Bid Date: (Quote Date)	September 29, 2022									
Funding:	Sewer SRF, Water Revenue									

BID				Engineer's Estimate		Ottenweller Contracting, LLC.		Dunigan Bros., Inc.		API Construction	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION AND DEMOBILIZATION (5%)	1	LS	\$314,000.00	\$ 314,000.00	\$200,000.00	\$ 200,000.00	\$368,010.00	\$ 368,010.00	\$335,000.00	\$ 335,000.00
2	TEMPORARY CHAIN LINK CONSTRUCTION FENCING	1	LS	\$15,000.00	\$ 15,000.00	\$30,000.00	\$ 30,000.00	\$56,770.00	\$ 56,770.00	\$15,250.00	\$ 15,250.00
3	AIR VENT PIPING SYSTEM (CONTRACTOR SELECTED MATERIALS)	1	LS	\$20,000.00	\$ 20,000.00	\$25,000.00	\$ 25,000.00	\$83,580.00	\$ 83,580.00	\$137,365.00	\$ 137,365.00
4	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$50,000.00	\$ 50,000.00	\$35,000.00	\$ 35,000.00	\$87,170.00	\$ 87,170.00	\$55,500.00	\$ 55,500.00
5	TEMPORARY BYPASS PUMPING - SANITARY SEWER	1	LS	\$40,000.00	\$ 40,000.00	\$35,000.00	\$ 35,000.00	\$35,070.00	\$ 35,070.00	\$48,500.00	\$ 48,500.00
6	TEMPORARY EROSION AND SEDIMENTATION CONTROL	1	LS	\$10,000.00	\$ 10,000.00	\$25,000.00	\$ 25,000.00	\$42,000.00	\$ 42,000.00	\$5,500.00	\$ 5,500.00
7	VIDEO DOCUMENTATION OF CONDITIONS	1	LS	\$3,000.00	\$ 3,000.00	\$2,500.00	\$ 2,500.00	\$4,500.00	\$ 4,500.00	\$2,850.00	\$ 2,850.00
8	ELECTRICAL WORK (FOR SLIDE GATE AT DS07-MH-114)	1	LS	\$20,000.00	\$ 20,000.00	\$40,000.00	\$ 40,000.00	\$48,580.00	\$ 48,580.00	\$47,950.00	\$ 47,950.00
9	EXCAVATION OF UNSUITABLE MATERIAL	250	CYD	\$50.00	\$ 12,500.00	\$28.00	\$ 7,000.00	\$27.90	\$ 6,975.00	\$61.50	\$ 15,375.00
10	CONTAMINATED SOIL TRANSPORT TO SOLID WASTE DISPOSAL FACILITY	500	TON	\$17.00	\$ 8,500.00	\$20.00	\$ 10,000.00	\$12.70	\$ 6,350.00	\$18.00	\$ 9,000.00
11	FLOWABLE FILL FOR PIPE ABANDONMENT	20	CYD	\$300.00	\$ 6,000.00	\$400.00	\$ 8,000.00	\$282.20	\$ 5,644.00	\$520.00	\$ 10,400.00
12	TREE REMOVAL	4	EA	\$2,000.00	\$ 8,000.00	\$2,500.00	\$ 10,000.00	\$2,245.00	\$ 8,980.00	\$2,200.00	\$ 8,800.00
13	MAJOR ARTERIAL ROADWAY ASPHALT PATCH	3800	SY	\$155.00	\$ 589,000.00	\$35.50	\$ 134,900.00	\$63.90	\$ 242,820.00	\$74.80	\$ 284,240.00
14	LOCAL/RESIDENTIAL/COLLECTOR ROADWAY ASPHALT PATCH	465	SY	\$100.00	\$ 46,500.00	\$34.50	\$ 16,042.50	\$62.70	\$ 29,155.50	\$47.50	\$ 22,087.50
15	ASPHALT SURFACE MILLING AND OVERLAY, 1" DEPTH	1250	SY	\$18.00	\$ 22,500.00	\$15.00	\$ 18,750.00	\$15.80	\$ 19,750.00	\$15.00	\$ 18,750.00
16	ASPHALT SURFACE MILLING AND OVERLAY, 2" DEPTH	6300	SY	\$22.00	\$ 138,600.00	\$12.50	\$ 78,750.00	\$13.40	\$ 84,420.00	\$26.00	\$ 163,800.00
17	PAVEMENT MARKINGS	1	LS	\$5,000.00	\$ 5,000.00	\$28,000.00	\$ 28,000.00	\$9,110.00	\$ 9,110.00	\$9,500.00	\$ 9,500.00
18	TEMPORARY PAVEMENT REPAIR	2900	SY	\$30.00	\$ 87,000.00	\$15.00	\$ 43,500.00	\$59.90	\$ 173,710.00	\$33.00	\$ 95,700.00
19	CONCRETE PAVEMENT REPAIR (DEPTH 9 IN.)	500	SY	\$160.00	\$ 80,000.00	\$100.00	\$ 50,000.00	\$140.30	\$ 70,150.00	\$141.25	\$ 70,625.00
20	RESIDENTIAL 6 IN. CONCRETE DRIVE REPLACEMENT	25	SY	\$125.00	\$ 3,125.00	\$80.00	\$ 2,000.00	\$124.80	\$ 3,120.00	\$140.35	\$ 3,508.75
21	COMMERCIAL 8 IN. CONCRETE DRIVE REPLACEMENT	100	SY	\$140.00	\$ 14,000.00	\$100.00	\$ 10,000.00	\$134.40	\$ 13,440.00	\$143.00	\$ 14,300.00
22	GRAVEL DRIVE TO DROP SHAFT 07	830	SY	\$55.00	\$ 45,650.00	\$35.00	\$ 29,050.00	\$31.30	\$ 25,979.00	\$20.30	\$ 16,849.00
23	CONCRETE CURB TYPE II-B	50	LF	\$70.00	\$ 3,500.00	\$175.00	\$ 8,750.00	\$54.10	\$ 2,705.00	\$56.00	\$ 2,800.00
24	CONCRETE CURB TYPE III	650	LF	\$60.00	\$ 39,000.00	\$140.00	\$ 91,000.00	\$49.00	\$ 31,850.00	\$63.00	\$ 40,950.00
25	CURBSIDE CONCRETE SIDEWALK	550	SY	\$150.00	\$ 82,500.00	\$160.00	\$ 88,000.00	\$148.10	\$ 81,455.00	\$145.00	\$ 79,750.00
26	CONCRETE SIDEWALK	460	SY	\$140.00	\$ 64,400.00	\$100.00	\$ 46,000.00	\$108.90	\$ 50,094.00	\$105.50	\$ 48,530.00
27	ADA CURB RAMPS	10	EA	\$3,500.00	\$ 35,000.00	\$4,000.00	\$ 40,000.00	\$1,820.00	\$ 18,200.00	\$2,315.00	\$ 23,150.00
28	BOLLARDS	7	EA	\$1,000.00	\$ 7,000.00	\$1,200.00	\$ 8,400.00	\$2,370.00	\$ 16,590.00	\$430.00	\$ 3,010.00
29	LAWN GRASS SEEDING	1	LS	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$49,300.00	\$ 49,300.00	\$14,500.00	\$ 14,500.00
30	INSTALL OF OWNER FURNISHED 12" STORM RCP (CLASS IV)	320	LF	\$90.00	\$ 28,800.00	\$115.00	\$ 36,800.00	\$151.40	\$ 48,448.00	\$100.00	\$ 32,000.00
31	INSTALL OF OWNER FURNISHED 15" STORM RCP (CLASS IV)	270	LF	\$90.00	\$ 24,300.00	\$115.00	\$ 31,050.00	\$200.10	\$ 54,027.00	\$104.00	\$ 28,080.00
32	INSTALL OF OWNER FURNISHED 18" STORM RCP (CLASS III)	490	LF	\$100.00	\$ 49,000.00	\$115.00	\$ 56,350.00	\$181.60	\$ 88,984.00	\$107.00	\$ 52,430.00
33	INSTALL OF OWNER FURNISHED 24" STORM RCP (CLASS III)	535	LF	\$110.00	\$ 58,850.00	\$125.00	\$ 66,875.00	\$190.70	\$ 102,024.50	\$113.00	\$ 60,455.00
34	INSTALL OF OWNER FURNISHED 19" x 30" ELLIPTICAL STORM RCP (CLASS III)	60	LF	\$120.00	\$ 7,200.00	\$140.00	\$ 8,400.00	\$299.00	\$ 17,940.00	\$195.00	\$ 11,700.00
35	INSTALL OF OWNER FURNISHED 30" STORM RCP (CLASS III)	330	LF	\$250.00	\$ 82,500.00	\$225.00	\$ 74,250.00	\$264.60	\$ 87,318.00	\$122.70	\$ 40,491.00
36	INSTALL OF OWNER FURNISHED 15" SANITARY RCP (CLASS III)	30	LF	\$100.00	\$ 3,000.00	\$850.00	\$ 25,500.00	\$485.70	\$ 14,571.00	\$184.85	\$ 5,545.50
37	INSTALL OF OWNER FURNISHED 48" SANITARY RCP (CLASS III)	630	LF	\$300.00	\$ 189,000.00	\$300.00	\$ 189,000.00	\$1,050.00	\$ 661,500.00	\$269.00	\$ 169,470.00
38	INSTALL OF OWNER FURNISHED 54" SANITARY RCP (CLASS IV)	390	LF	\$550.00	\$ 214,500.00	\$400.00	\$ 156,000.00	\$1,130.00	\$ 440,700.00	\$417.25	\$ 162,727.50
39	INSTALL OF OWNER FURNISHED 6" DR 11 HDPE WATER MAIN (HDD INSTALL)	390	LF	\$95.00	\$ 37,050.00	\$104.50	\$ 40,755.00	\$121.30	\$ 47,307.00	\$119.00	\$ 46,410.00
40	INSTALL OF OWNER FURNISHED 12" DR 11 HDPE WATER MAIN (HDD INSTALL)	50	LF	\$150.00	\$ 7,500.00	\$275.00	\$ 13,750.00	\$319.20	\$ 15,960.00	\$314.00	\$ 15,700.00
41	INSTALL OF OWNER FURNISHED 16" DR 11 HDPE WATER MAIN (HDD INSTALL)	2550	LF	\$300.00	\$ 765,000.00	\$216.70	\$ 552,585.00	\$251.50	\$ 641,325.00	\$247.50	\$ 631,125.00
42	INSTALL OF OWNER FURNISHED 6" x 4" HDPE REDUCER FITTING	1	EA	\$500.00	\$ 500.00	\$1,083.50	\$ 1,083.50	\$1,260.00	\$ 1,260.00	\$1,235.00	\$ 1,235.00
43	INSTALL OF OWNER FURNISHED 6 INCH 45 DEGREE BEND HDPE FITTINGS	6	EA	\$500.00	\$ 3,000.00	\$816.20	\$ 4,897.20	\$947.40	\$ 5,684.40	\$930.00	\$ 5,580.00
44	INSTALL OF OWNER FURNISHED 12 INCH 45 DEGREE BEND HDPE FITTINGS	2	EA	\$2,000.00	\$ 4,000.00	\$2,145.00	\$ 4,290.00	\$2,490.00	\$ 4,980.00	\$2,450.00	\$ 4,900.00
45	INSTALL OF OWNER FURNISHED 16 INCH 45 DEGREE BEND HDPE FITTINGS	12	EA	\$3,500.00	\$ 42,000.00	\$2,365.00	\$ 28,380.00	\$2,745.00	\$ 32,940.00	\$2,700.00	\$ 32,400.00
46	INSTALL OF OWNER FURNISHED 6" x 6" x 6" TEE HDPE FITTINGS	1	EA	\$500.00	\$ 500.00	\$3,410.00	\$ 3,410.00	\$3,960.00	\$ 3,960.00	\$3,900.00	\$ 3,900.00
47	INSTALL OF OWNER FURNISHED 16" x 16" x 6" TEE HDPE FITTINGS	8	EA	\$800.00	\$ 6,400.00	\$4,339.50	\$ 34,716.00	\$5,035.00	\$ 40,280.00	\$4,960.00	\$ 39,680.00
48	INSTALL OF OWNER FURNISHED 16" x 16" x 12" TEE HDPE FITTINGS	2	EA	\$900.00	\$ 1,800.00	\$6,435.00	\$ 12,870.00	\$7,470.00	\$ 14,940.00	\$7,350.00	\$ 14,700.00

<b>PROJECT:</b>	CSO 023, 024, 025 Consolidation Sewer & Utility Improvements (W. Superior St from Jackson St to Harrison St)										
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BID			Engineer's Estimate		Ottenweller Contracting, LLC.		Dunigan Bros., Inc.		API Construction		
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
49	INSTALL OF OWNER FURNISHED 30" SANITARY PP PIPING	350	LF	\$250.00	\$ 87,500.00	\$150.00	\$ 52,500.00	\$413.00	\$ 144,550.00	\$166.50	\$ 58,275.00
50	INSTALL OF OWNER FURNISHED 36" SANITARY PP PIPING	550	LF	\$275.00	\$ 151,250.00	\$200.00	\$ 110,000.00	\$365.80	\$ 201,190.00	\$191.50	\$ 105,325.00
51	WATER MAIN CONNECTION (INSTALL 24" x 24" x 16" DI VALVE)	1	EA	\$6,000.00	\$ 6,000.00	\$35,920.50	\$ 35,920.50	\$41,690.00	\$ 41,690.00	\$41,000.00	\$ 41,000.00
52	WATER MAIN CONNECTION (CONNECT TO EXISTING VALVE OR "CUT IN FITTINGS")	3	EA	\$3,000.00	\$ 9,000.00	\$18,480.00	\$ 55,440.00	\$21,450.00	\$ 64,350.00	\$21,115.00	\$ 63,345.00
53	TEST RISER	6	EA	\$1,000.00	\$ 6,000.00	\$1,855.70	\$ 11,134.20	\$2,155.00	\$ 12,930.00	\$2,120.00	\$ 12,720.00
54	REMOVAL OF HYDRANTS	5	EA	\$1,200.00	\$ 6,000.00	\$2,184.60	\$ 10,923.00	\$2,535.00	\$ 12,675.00	\$2,500.00	\$ 12,500.00
55	REMOVAL OF VALVE BOXES	11	EA	\$1,200.00	\$ 13,200.00	\$1,045.00	\$ 11,495.00	\$1,215.00	\$ 13,365.00	\$1,195.00	\$ 13,145.00
56	TEMPORARY BLOW-OFF (REGARDLESS OF SIZE)	3	EA	\$1,000.00	\$ 3,000.00	\$2,970.00	\$ 8,910.00	\$3,445.00	\$ 10,335.00	\$3,300.00	\$ 9,900.00
57	CUT AND PLUG (4" PIPE ABANDONMENT)	1	EA	\$3,000.00	\$ 3,000.00	\$3,063.50	\$ 3,063.50	\$3,555.00	\$ 3,555.00	\$3,500.00	\$ 3,500.00
58	CUT AND PLUG (12" PIPE ABANDONMENT)	2	EA	\$5,000.00	\$ 10,000.00	\$2,725.80	\$ 5,451.60	\$3,165.00	\$ 6,330.00	\$3,110.00	\$ 6,220.00
59	WATER SERVICE REPLACEMENT SHORT SIDE	4	EA	\$2,000.00	\$ 8,000.00	\$2,963.40	\$ 11,853.60	\$3,440.00	\$ 13,760.00	\$3,380.00	\$ 13,520.00
60	WATER SERVICE REPLACEMENT LONG SIDE	13	EA	\$3,500.00	\$ 45,500.00	\$3,936.90	\$ 51,179.70	\$4,570.00	\$ 59,410.00	\$4,500.00	\$ 58,500.00
61	PRIVATE LEAD WATER SERVICE COORDINATION (UNDISTRIBUTED QUANTITY)	11	EA	\$1,000.00	\$ 11,000.00	\$539.00	\$ 5,929.00	\$625.60	\$ 6,881.60	\$616.00	\$ 6,776.00
62	PRIVATE LEAD WATER SERVICE REPLACEMENT (UNDISTRIBUTED QUANTITY)	11	EA	\$3,000.00	\$ 33,000.00	\$4,368.10	\$ 48,049.10	\$5,070.00	\$ 55,770.00	\$4,995.00	\$ 54,945.00
63	WATER SERVICE 2-INCH & LARGER	2	EA	\$5,000.00	\$ 10,000.00	\$5,153.50	\$ 10,307.00	\$5,980.00	\$ 11,960.00	\$5,885.00	\$ 11,770.00
64	INSTALL OF OWNER FURNISHED FIRE HYDRANT ASSEMBLY - ALL TYPES	6	EA	\$2,500.00	\$ 15,000.00	\$5,754.10	\$ 34,524.60	\$6,680.00	\$ 40,080.00	\$6,575.00	\$ 39,450.00
65	INSTALL OF OWNER FURNISHED 6-INCH RESILIENT SEAT GATE VALVE AND BOX	2	EA	\$1,500.00	\$ 3,000.00	\$3,520.00	\$ 7,040.00	\$4,085.00	\$ 8,170.00	\$4,020.00	\$ 8,040.00
66	INSTALL OF OWNER FURNISHED 12-INCH RESILIENT SEAT GATE VALVE AND BOX	1	EA	\$2,000.00	\$ 2,000.00	\$7,975.00	\$ 7,975.00	\$9,255.00	\$ 9,255.00	\$9,110.00	\$ 9,110.00
67	INSTALL OF OWNER FURNISHED 16-INCH RESILIENT SEAT GATE VALVE AND BOX	1	EA	\$3,000.00	\$ 3,000.00	\$12,562.00	\$ 12,562.00	\$14,580.00	\$ 14,580.00	\$14,350.00	\$ 14,350.00
68	INSTALL OF OWNER FURNISHED 24-INCH BUTTERFLY VALVE	1	EA	\$5,000.00	\$ 5,000.00	\$30,151.00	\$ 30,151.00	\$35,000.00	\$ 35,000.00	\$34,450.00	\$ 34,450.00
69	PIPE CONNECTION TO EXISTING STORM STRUCTURE	3	EA	\$5,000.00	\$ 15,000.00	\$2,500.00	\$ 7,500.00	\$1,190.00	\$ 3,570.00	\$3,950.00	\$ 11,850.00
70	PIPE CONNECTION TO EXISTING SANITARY STRUCTURE	1	EA	\$7,500.00	\$ 7,500.00	\$3,000.00	\$ 3,000.00	\$1,190.00	\$ 1,190.00	\$8,600.00	\$ 8,600.00
71	PLUG EXISTING CSO DROP CONNECTIONS (AT CSO 024 AND 025)	2	EA	\$12,000.00	\$ 24,000.00	\$5,000.00	\$ 10,000.00	\$8,025.00	\$ 16,050.00	\$4,450.00	\$ 8,900.00
72	48" SANITARY MANHOLE	3	EA	\$7,500.00	\$ 22,500.00	\$8,655.00	\$ 25,965.00	\$8,055.00	\$ 24,165.00	\$6,200.00	\$ 18,600.00
73	48" SANITARY MANHOLE (DOGHOUSE)	1	EA	\$15,000.00	\$ 15,000.00	\$10,250.00	\$ 10,250.00	\$37,370.00	\$ 37,370.00	\$8,900.00	\$ 8,900.00
74	60" SANITARY MANHOLE	4	EA	\$15,000.00	\$ 60,000.00	\$13,500.00	\$ 54,000.00	\$14,440.00	\$ 57,760.00	\$11,500.00	\$ 46,000.00
75	84" SANITARY MANHOLE	2	EA	\$25,000.00	\$ 50,000.00	\$18,500.00	\$ 37,000.00	\$39,280.00	\$ 78,560.00	\$18,135.00	\$ 36,270.00
76	96" SANITARY MANHOLE	1	EA	\$30,000.00	\$ 30,000.00	\$26,400.00	\$ 26,400.00	\$51,440.00	\$ 51,440.00	\$26,500.00	\$ 26,500.00
77	108" SANITARY MANHOLE	1	EA	\$55,000.00	\$ 55,000.00	\$35,000.00	\$ 35,000.00	\$65,770.00	\$ 65,770.00	\$41,000.00	\$ 41,000.00
78	108" SANITARY MANHOLE WITH DROP CONNECTIONS	1	EA	\$75,000.00	\$ 75,000.00	\$52,000.00	\$ 52,000.00	\$106,570.00	\$ 106,570.00	\$51,050.00	\$ 51,050.00
79	8' x 9' SCREEN AND GATE STRUCTURE	1	EA	\$1,000,000.00	\$ 1,000,000.00	\$215,000.00	\$ 215,000.00	\$308,700.00	\$ 308,700.00	\$394,500.00	\$ 394,500.00
80	32' x 24' CAST-IN-PLACE DIVERSION STRUCTURE (DS07-MH-106)	1	EA	\$1,600,000.00	\$ 1,600,000.00	\$655,000.00	\$ 655,000.00	\$1,113,890.00	\$ 1,113,890.00	\$2,766,764.75	\$ 2,766,764.75
81	MODIFICATIONS TO STRUCTURE L06 102 (CSO 023 DIVERSION STRUCTURE)	1	EA	\$132,000.00	\$ 132,000.00	\$45,000.00	\$ 45,000.00	\$101,920.00	\$ 101,920.00	\$32,855.00	\$ 32,855.00
82	PIPE PLUG 18" AND SMALLER	5	EA	\$1,500.00	\$ 7,500.00	\$3,000.00	\$ 15,000.00	\$2,620.00	\$ 13,100.00	\$295.00	\$ 1,475.00
83	33" STORM ROUND INLET	12	EA	\$3,000.00	\$ 36,000.00	\$6,500.00	\$ 78,000.00	\$4,855.00	\$ 58,260.00	\$1,750.00	\$ 21,000.00
84	30" INTERNAL CHECK VALVE	1	EA	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$17,210.00	\$ 17,210.00	\$9,900.00	\$ 9,900.00
85	48" INTERNAL CHECK VALVE	1	EA	\$45,000.00	\$ 45,000.00	\$45,000.00	\$ 45,000.00	\$37,250.00	\$ 37,250.00	\$21,550.00	\$ 21,550.00
86	REMOVE EXISTING STRUCTURE (STORM OR SEWER)	19	EA	\$1,000.00	\$ 19,000.00	\$2,500.00	\$ 47,500.00	\$487.30	\$ 9,258.70	\$975.00	\$ 18,525.00
87	48" STORM MANHOLE	6	EA	\$6,500.00	\$ 39,000.00	\$6,500.00	\$ 39,000.00	\$6,075.00	\$ 36,450.00	\$3,250.00	\$ 19,500.00
88	48" STORM CATCH BASIN	5	EA	\$7,000.00	\$ 35,000.00	\$5,000.00	\$ 25,000.00	\$6,070.00	\$ 30,350.00	\$3,650.00	\$ 18,250.00
89	60" STORM MANHOLE	6	EA	\$10,000.00	\$ 60,000.00	\$8,500.00	\$ 51,000.00	\$10,640.00	\$ 63,840.00	\$5,350.00	\$ 32,100.00
90	72" STORM MANHOLE	2	EA	\$14,000.00	\$ 28,000.00	\$12,000.00	\$ 24,000.00	\$12,730.00	\$ 25,460.00	\$7,400.00	\$ 14,800.00
91	96" STORM MANHOLE	1	EA	\$25,000.00	\$ 25,000.00	\$18,000.00	\$ 18,000.00	\$46,620.00	\$ 46,620.00	\$17,300.00	\$ 17,300.00
92	UTILITY ALLOWANCE	1	LS	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00
93	STREET LIGHT ALLOWANCE	1	LS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
94	SEWER INSTRUMENTATION ALLOWANCE	1	LS	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00
95	OWNER'S WORK ALLOWANCE	1	LS	\$250,000.00	\$ 250,000.00	\$250,000.00	\$ 250,000.00	\$250,000.00	\$ 250,000.00	\$250,000.00	\$ 250,000.00
<b>TOTAL BASE BID</b>				\$	7,455,625.00	\$	4,854,628.00	\$	7,360,216.70	\$	7,455,100.00

<b>PROJECT:</b>		CSO 023, 024, 025 Consolidation Sewer & Utility Improvements (W. Superior St from Jackson St to Harrison St)									
Resolution#:		76694									
Work Order#:		76694									
Project Designer		Emily Grabill									
Construction Manager		Ron Sheppard									
Manager		Mike Kiester									
Bid Date: (Quote Date)		September 29, 2022									
Funding:		Sewer SRF, Water Revenue									
<b>BID</b>				<b>Engineer's Estimate</b>		<b>Otteweller Contracting, LLC.</b>		<b>Dunigan Bros., Inc.</b>		<b>API Construction</b>	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Bid Alternate #1</b>				<b>Engineer's Estimate</b>		<b>Otteweller Contracting, LLC.</b>		<b>Dunigan Bros., Inc.</b>		<b>API Construction</b>	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
96	OWNER SUPPLIED SPECIAL BACKFILL, #50/#73 COMPACTED AGGREGATE	8500	CYD	\$25.00	\$ 212,500.00	\$22.00	\$ 187,000.00	\$15.20	\$ 129,200.00	\$20.00	\$ 170,000.00
<b>Total Bid Alternate #1</b>				\$	212,500.00	\$	187,000.00	\$	129,200.00	\$	170,000.00
<b>Bid Alternate #2</b>				<b>Engineer's Estimate</b>		<b>Otteweller Contracting, LLC.</b>		<b>Dunigan Bros., Inc.</b>		<b>API Construction</b>	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
97	CONTRACTOR SUPPLIED SPECIAL BACKFILL, #50/#73 COMPACTED AGGREGATE	8500	CYD	\$40.00	\$ 340,000.00	\$52.00	\$ 442,000.00	\$33.30	\$ 283,050.00	\$63.15	\$ 536,775.00
<b>Total Bid Alternate #2</b>				\$	340,000.00	\$	442,000.00	\$	283,050.00	\$	536,775.00
<b>Bid Alternate #3</b>				<b>Engineer's Estimate</b>		<b>Otteweller Contracting, LLC.</b>		<b>Dunigan Bros., Inc.</b>		<b>API Construction</b>	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
98	48" FRP NON-PRESSURE UTILITY PIPING, SN 46	630	LF	\$500.00	\$ 315,000.00	\$665.00	\$ 418,950.00	\$1,500.00	945000	\$755.25	\$ 475,807.50
99	54" FRP NON-PRESSURE UTILITY PIPING, SN 72	390	LF	\$600.00	\$ 234,000.00	\$850.00	\$ 370,500.00	\$1,750.00	682500	\$1,034.35	\$ 403,396.50
<b>Total Bid Alternate #3</b>				\$	549,000.00	\$	789,450.00	\$	1,627,500.00	\$	879,204.00
<b>Basis of Award is Base Bid plus Alternate #1</b>				\$	7,668,125.00	<b>Withdrew bid - see attached</b>		\$	7,489,416.70	\$	7,625,100.00
Addendum No.1							N/A		X		X
Addendum No.2							N/A		X		X
Bidder's Bond							N/A		X		X
Form 96							N/A		X		X
Non-Collusion Affidavit							N/A		X		X
Cert In Lieu/Financial Statement							N/A		X		X
Employee Drug Testing Program (>\$150K)							N/A		X		X
Reviewed By: <i>Emily Grabill</i>		<i>10/11/22</i>		Award to Dunigan Base Bid + Alt 1 = \$7,489,416.70							

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

This Agreement is by and between **Board of Public Works** (“Owner”) and Dunigan Bros., Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Installation of approximately 400 LF of 6-in. HDPE water main and 2,550 LF of 16-in. HDPE water main installed via HDD methods. Installation of approximately 2,000 LF of consolidation sewer ranging in size from 30-in. to 54-in. and associated structures, and approximately 2,150 LF of storm sewer ranging in size from 12-in. to 30-in. and associated structures both installed via open excavation methods. A 32 ft. x 24 ft. concrete cast-in-place diversion structure will be installed while supporting the existing CSO 024 & CSO 025 piping. Final restoration of the site is included within the project.**

### **ARTICLE 2—THE PROJECT**

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

**76694 CSO 023, 024, 025 Consolidation Sewer and Utility Improvements (W. Superior St. from Jackson St. to Harrison St.)**

### **ARTICLE 3—ENGINEER**

3.2 City Utilities (“Engineer”), will act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.3 The part of the Project that pertains to the Work has been designed by **City Utilities**

### **ARTICLE 4—CONTRACT TIMES**

4.1 Time is of the Essence

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

4.2 ::NOT USED::

4.3 Contract Times: Days

A. The Work will be substantially complete within **420** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

B. Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **540** days after the date when the Contract Times

commence to run.

- C. Definition of Substantial Completion for this Work shall consist of **ALL WATER, SEWER, AND STORMWATER INFRASTRUCTURE INSTALLED, TESTED, AND IN SATISFACTORY OPERATION PER CONTRACT DOCUMENTS.**

#### 4.4 Milestones

- A. Parts of the Work must be completed on or before the following Milestone(s):
  - 1. **Milestone 1 shall consist of all sanitary sewer (consolidation sewer) and structures installed, tested, and in operation by December 1, 2023.**

#### 4.5 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
- 3. Milestones: Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
- 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

- C. ::NOT USED::

#### 4.6 ::NOT USED::

### ARTICLE 5—CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. :: NOT USED ::

- B. :: NOT USED ::

C. :: NOT USED ::

D. For all Work, at the prices stated in Contractor's Bid on the QuestCDN online bid submittal, attached hereto as an exhibit.

TOTAL OF ALL UNIT PRICES Seven Million, Four Hundred Eighty-Nine Thousand,

Four Hundred Sixteen Dollars and Seventy Cents

\$7,489,416.70.

Basis of Award is Base Bid plus Alternate #1

## **ARTICLE 6—PAYMENT PROCEDURES**

### **6.1 Submittal and Processing of Payments**

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.2 Progress Payments; Retainage**

A. Owner shall make progress payments during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted within 45-days of the portions complete, and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. 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 9.03.E. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and good faith efforts to comply with the IFA/SRF participation requirements; subject to reduction in the event of non-compliance as provided in Paragraph 9.03.E.

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.

6.3 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.4 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.1 Contents

A. The Contract Documents consist of the following:

1. This Agreement (00 52 00, inclusive);
2. Escrow Account Agreement (00 54 43, inclusive);
3. Drug Policy Acknowledgement Form (00 54 52, inclusive);
4. E-Verify Affidavit (00 54 53, inclusive);
5. SRF Loan Program DBE Packet (00 54 61, inclusive);
6. SRF Attachment B – Davis-Bacon Act Contract Provisions (00 54 65, inclusive);
7. SRF Attachment C – Wage Fringe Benefit Certification Contract Provisions (00 54 66);
8. SRF Attachment E – Suspension and Debarment Contract Provisions (00 54 68);
9. SRF Attachment I – AIS Contract Provisions
10. SRF Attachment J – AIS Contractor Certification
11. SRF EPA Form OEE-1 (00 54 72);
12. SRF EPA Form OEE-2 (00 54 73);
13. Performance Bond Form (00 61 13.13, inclusive);
14. Payment Bond Form (00 61 13.16, inclusive);
15. Federal Wage Rate Requirements (see Appendix);
16. General Conditions (00 72 00, inclusive);
17. Supplementary Conditions (00 73 00, inclusive);
18. Specifications as listed in the table of contents of the project manual
19. Drawings consisting of Drawing SY-21146, pages 1 through 59, inclusive, with each sheet bearing the following general title: CSO 023, 024, 025 Consolidation Sewer and Utility Improvements (W. Superior St. from Jackson St. to Harrison St.);
20. Addenda (numbers 2 to 2, inclusive);
21. Attachments to this Agreement (enumerated as follows);
  - a. Contractor's Bid Worksheet;

- b. Documentation submitted by Contractor prior to Notice of Award.
- 22. 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. ::NOT USED::
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.1 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. 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.

## 8.2 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## 8.3 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

## ARTICLE 9—MISCELLANEOUS

### 9.1 Terms

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

### 9.2 Severability

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

### 9.3 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 7 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.



FORT WAYNE HOME OFFICE  
1220 Edsall Avenue  
Fort Wayne, IN 46803  
Phone: (260) 484-9183  
Fax: (260) 484-9187

INDIANAPOLIS OFFICE  
751 Harlan Street  
Indianapolis, IN 46203  
Phone: (317) 986-7603

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To: Kristen Buell, P.E.  
Program Manager  
City of Fort Wayne

From: Ryan Ottenweller  
President  
Ottenweller Contracting, LLC

Re: Withdrawal of Bid for CSO 023, 024, 025 Consolidation Sewer & Utility Improvements (76694)

Per Article 15 of Instructions to Bidders we would like to notify the City of Fort Wayne that Ottenweller Contracting has a material and substantial mistake in the preparation of our bid and we are asking that it be withdrawn within the allotted 24 hour time frame.

Ottenweller Contracting had a broken formula in our estimating spreadsheet that was not allowing entire sections of costs to be carried over to the City supplied Bid Worksheet and then also into the Quest bid form. This was not recognized until after the bid had been submitted and opened.

We apologize for this unfortunate error, and we very much appreciate your understanding.

Ryan Ottenweller

A handwritten signature in black ink, appearing to be 'Ryan Ottenweller', written over a horizontal line.

President  
Ottenweller Contracting, LLC.

CC:

Kristen Buell, Program Manager

Zachary Schortgen, Program Manager



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 76694). 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:**

**Dunigan Bros., Inc**

**OWNER:**

**CITY OF FORT WAYNE**

BY: \_\_\_\_\_  
(Name)

BY: \_\_\_\_\_  
Thomas C. Henry, MAYOR

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Date signed by Contractor)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Public Works

BY: \_\_\_\_\_  
Shan Gunawardena, CHAIR

BY: \_\_\_\_\_  
Kumar Menon, MEMBER

BY: \_\_\_\_\_  
Chris Guerrero, MEMBER

**ATTEST:** \_\_\_\_\_  
Michelle Fulk-Vondran, CLERK

DATE: \_\_\_\_\_  
(Date signed by Board)

# Interoffice Memo

Date: October 24, 2022  
To: Common Council Members  
From: Michael Kiestler, Manager, City Utilities Engineering

*Michael Kiestler*  
10.24.2022

**RE: CSOCM11 – CSO 23 24 25 025 - Consolidation Sewer and Utility Improvements (W. Superior St. from Jackson St. to Harrison St. 76694**

Council District #5

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Installation of approximately 400 LF of 6-in. HDPE water main and 2,550 LF of 16-in. HDPE water main installed via HDD methods. Installation of approximately 2,000 LF of consolidation sewer ranging in size from 30-in. to 54-in. and associated structures, and approximately 2,150 LF of storm sewer ranging in size from 12-in. to 30-in. and associated structures both installed via open excavation methods. A 32 ft. x 24 ft. concrete cast-in-place diversion structure will be installed while supporting the existing CSO 024 & CSO 025 piping. Final restoration of the site is included within the project.

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. Mary's River. If not constructed, Combined Sewer Overflows will continue to discharge to the St. Mary's River, thus violating our Consent Decree and commitment to reducing overflows to the rivers.

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

This project was advertised to contractors on 9/8/2022 and 9/15/2022 in the Journal Gazette.

The contract for Resolution # 76694 awarded to Dunigan Bros., Inc. for \$7,489,416.70 was the lowest most responsive bidder of two bidders and 2% below the Engineer's estimate of \$7,668,125.00. The second lowest bidder was \$135,683.30 above Dunigan Bros., Inc.

The cost of said project funded Sewer SRF and Water Revenue

Council Introduction Date: 11/8/2022

CC: Matthew Wirtz  
Jill Helfrich  
File

**BILL NO. S-22-11-03**

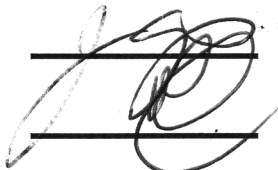

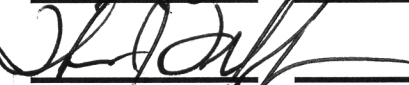
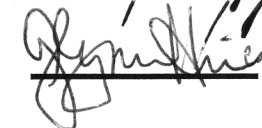
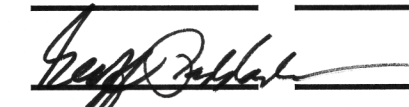

**REPORT OF COMMITTEE ON CITY UTILITIES  
November 15, 2022**

**Thomas Didier Chair  
Glynn Hines Co-Chair  
All Council Members**

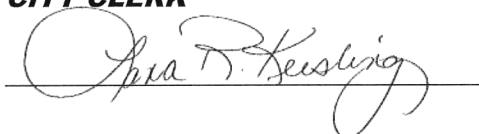
An Ordinance approving Construction Contract – CSO 023, 024, 025 Consolidation Sewer and Utility Improvements (W. Superior St. from Jackson St. to Harrison St.) - Work Order #76694 - between Dunigan Bros., Inc. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$7,489,416.70

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

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>ARP</u>			
<u>CHAMBERS</u>			
<u>DIDIER</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HINES</u>			
<u>JEHL</u>			
<u>PADDOCK</u>			
<u>TUCKER</u>			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Didier.

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

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


<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input 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"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: November 22, 2022

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
 Special Ordinance No. S-22-11-03 on the 22nd day of November, 2022

ATTEST:

  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

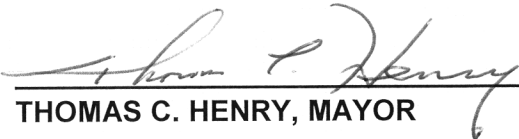
  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd  
 of November 2022, at the hour of 2:05 o'clock P.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 28<sup>TH</sup> day of November 2022, at the  
 hour of 10:30 o'clock AM E.S.T.

FORT WAYNE, INDIANA  
**RECEIVED**  
 NOV 28 2022  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR