

BILL NO. S-12-09-05

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving WOODROW/VANCE PARTIAL SEWER SEPARATION PHASE II - RES. #2248-2009, W.O. #75425 - CHANGE ORDER #1 AND FINAL between ALL STAR CONSTRUCTION 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 WOODROW/VANCE PARTIAL SEWER SEPARATION PHASE II - RES. #2248-2009, W.O. #75425 - CHANGE ORDER #1 AND FINAL by and between ALL STAR CONSTRUCTION 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 - Amendment #1 adds additional scope to the project in order to utilize the remaining unused ARRA funds. Additional scope included the installation of 1,863 lf of 8" watermain, three new fire hydrants, and reconnection of 50 residential water services. Concrete pavement replacement was also expanded to include one full lane of Glenwood Avenue and full width concrete pavement replacement on Kenwood from Kentucky to Crescent Avenue;

involving a total cost of FOUR HUNDRED SIXTY-SEVEN THOUSAND, THREE HUNDRED FORTY-EIGHT AND 27/100 DOLLARS - (\$467,348.27) - (Total Contract amount - \$1,266,248.27). A copy said Contract and Change Order No. 1 is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

CHANGE ORDER

Change Order No. 1 & Final
Name of Project: Woodrow/Vance Partial Sewer Separation Phase #2

Contract No. _____
Resolution No. 2248-2009
W.O. No. 75425
Date: 7/11/2012

To: All Star Construction

Gentlemen:

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM		DESCRIPTION OF CHANGE		CHANGE IN CONTRACT PRICE	
NO.	QUANTITY	DESCRIPTION	UNIT PRICE	DECREASE	INCREASE
		See attached worksheet			
TOTAL DECREASE				\$26,334.38	
TOTAL INCREASE					\$493,682.64
NET INCREASE					\$467,348.27

The sum of \$ 467,348.27 is hereby INCREASED the total contract price and the final contract price shall be adjusted as follows:

Original Contract Price	\$ 798,900.00
Current Contract Price Adjusted by Previous Change Order(s)	\$ 798,900.00
New Contract Price Including this Change Order	\$ <u>1,266,248.27</u>

The time provided for completion in the contract for this project is changed due to this Change Order. The date for completion of all work shall be June 2011. Furthermore, this document shall become an amendment to the contract and all provisions of the contract shall apply, hereto.

Recommended by: [Signature] Contract Manager

Date 7/12/12

Accepted by: Edward Foss Contractor

Date 7/12/12

Approved by: [Signature] Manager Engineering Support Services

Date 7-12-12

Approved by BOARD OF PUBLIC WORKS:

[Signature]
Robert Kennedy, Chair

Date 7/18/12

Kumar Menon, Member

Date 7/18/12

[Signature]
Mike Avila, Member

Date 7/18/12

Attested by: Victoria Edwards
Victoria Edwards, Clerk

Date July 18, 2012

Date 7/11/2012

Change Order No. 1 & Final

Resolution No. 2248-2009

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change:

There were several major and unforeseen changes that occurred on this project. The water main on Kenwood was identified as needing to be replaced at an additional cost of \$126,400.00; this price includes One thousand eight hundred sixty-three feet of the new main, three additional fire hydrants, and 50 services that were extended to the property line and reconnected to the curb box. Additional costs were incurred with sewer taps that were relocated along the north side of Glenwood Avenue from Woodrow Avenue to Kentucky Avenue; these homes were tied into a sanitary sewer that was not located during design and had to be adjusted in the field during construction. During construction of the sewer on the North side of Kenwood Drive, the existing concrete pavement on the South side of the street that was in poor condition began to deteriorate further. A decision was made to replace the concrete on the South side of Kenwood to match the North side that was being replaced as part of the sewer installation with a standard 6" concrete street. The contractor removed the broken street, six inches of clay was removed to install six inches of #53 Stone sub-base and 1239 CYDS of concrete pavement was replaced on the South side of Kenwood giving the property owners a totally new street from Creighton Avenue to Kentucky Avenue.

2. Will proposed change alter size of the project? Yes _____ No X

If yes, explain

3. Affects on operation and maintenance cost of this project:

Fewer water main breaks in the future.

PROJECT: WOODROW VANCE PARTIAL SEWER SEPARATION, PHASE 2

Resolution#: 2248-2009

Work Order#: 75425

Contract / Program Manager: Mike Klester

Bid Date: (Quote Date) August 26, 2009

Funding: Sewer Utility

BID		ALL STAR CONSTRUCTION				Final Quantities		Final Adjustments		
Item#	Description	Quantity	Unit	Unit Price	Extension	Quantity	Extension	Quantity	Under	Over
1	MOBILIZATION / DEMOBILIZATION (1%)	1	LS	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	0.00	0	0
2	CONSTRUCTION ENGINEERING (1%)	1	LS	\$ 23,000.00	\$ 23,000.00	1.00	\$ 23,000.00	0.00	0	0
3	MAINTENANCE OF TRAFFIC (2%)	1	LS	\$ 21,000.00	\$ 21,000.00	1.00	\$ 21,000.00	0.00	0	0
4	EROSION AND SEDIMENT CONTROL (1%)	1	LS	\$ 6,700.00	\$ 6,700.00	1.00	\$ 6,700.00	0.00	0	0
5	RIGHT-OF-WAY CLEARING (2%)	1	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	0	0
6	DEMOLITION OF EXISTING STORM SEWER STRUCTURES	17	EA	\$ 120.00	\$ 2,040.00	18.00	\$ 2,160.00	1.00	0	\$ 120.00
7	PIPE BULKHEADS	17	EA	\$ 55.00	\$ 935.00	45.00	\$ 2,475.00	28.00	0	\$ 1,540.00
8	4-INCH HDPE SDR-11, WATER MAIN HDD	1,218	LF	\$ 25.00	\$ 30,450.00	3,081.00	\$ 77,025.00	1,863.00	0	\$ 46,575.00
9	6-INCH PERFORATED HDPE, 0'-3" DEPTH	75	LF	\$ 13.00	\$ 975.00	75.00	\$ 975.00	0.00	0	0
10	12-INCH RCP CLASS V, 0'-3" DEPTH	523	LF	\$ 39.00	\$ 20,397.00	343.00	\$ 13,377.00	(180.00)	\$ (7,020.00)	0
11	12-INCH PVC SDR-35, 0'-3" DEPTH	164	LF	\$ 35.00	\$ 5,740.00	158.00	\$ 5,530.00	(6.00)	\$ (210.00)	0
12	12-INCH DIP, 0'-3" DEPTH	306	LF	\$ 45.00	\$ 13,770.00	300.00	\$ 13,500.00	(6.00)	\$ (270.00)	0
13	12-INCH PERFORATED HDPE, 0'-3" DEPTH	125	LF	\$ 22.00	\$ 2,750.00	125.00	\$ 2,750.00	0.00	0	0
14	15-INCH RCP CLASS IV, 0'-3" DEPTH	19	LF	\$ 41.00	\$ 779.00	19.00	\$ 779.00	0.00	0	0
15	16-INCH DIP, 0'-3" DEPTH	152	LF	\$ 60.00	\$ 9,120.00	130.00	\$ 7,800.00	(2.00)	\$ (120.00)	0
16	18-INCH RCP CLASS IV, 0'-3" DEPTH	1,519	LF	\$ 49.00	\$ 77,371.00	1,418.00	\$ 69,482.00	(101.00)	\$ (7,889.00)	0
17	18-INCH RCP CLASS IV, 8'-12" DEPTH	293	LF	\$ 52.00	\$ 20,280.00	549.00	\$ 28,340.00	155.00	0	\$ 8,060.00
18	24-INCH RCP CLASS IV, 0'-3" DEPTH	324	LF	\$ 55.00	\$ 18,704.00	313.00	\$ 17,528.00	(21.00)	\$ (1,176.00)	0
19	30-INCH RCP CLASS IV, 8'-12" DEPTH	283	LF	\$ 85.00	\$ 24,480.00	233.00	\$ 19,805.00	(50.00)	\$ (4,675.00)	0
20	36-INCH RCP CLASS IV, 12'-18" DEPTH	612	LF	\$ 125.00	\$ 77,125.00	610.00	\$ 76,250.00	(2.00)	\$ (875.00)	0
21	48" MANHOLE	14	EA	\$ 2,050.00	\$ 28,700.00	14.00	\$ 28,700.00	0.00	0	0
22	60" MANHOLE	4	EA	\$ 2,700.00	\$ 10,800.00	5.00	\$ 13,500.00	1.00	0	\$ 2,700.00
23	72" MANHOLE	5	EA	\$ 5,150.00	\$ 25,750.00	7.00	\$ 36,050.00	2.00	0	\$ 10,300.00
24	2' x 2' INLET	22	EA	\$ 850.00	\$ 19,360.00	22.00	\$ 19,360.00	0.00	0	0
25	30" INLET	11	EA	\$ 825.00	\$ 9,075.00	11.00	\$ 9,075.00	0.00	0	0
26	12" INLET	4	EA	\$ 925.00	\$ 3,700.00	4.00	\$ 3,700.00	0.00	0	0
27	2' x 3' INLET	3	EA	\$ 980.00	\$ 2,940.00	3.00	\$ 2,940.00	0.00	0	0
28	FIRE HYDRANT ASSEMBLIES	2	EA	\$ 3,700.00	\$ 7,400.00	5.00	\$ 18,500.00	3.00	0	\$ 11,100.00
29	6" GATE VALVES	1	EA	\$ 575.00	\$ 575.00	3.00	\$ 2,625.00	2.00	0	\$ 1,750.00
30	12" AIR RELEASE VALVES	1	EA	\$ 2,675.00	\$ 2,675.00	1.00	\$ 2,675.00	0.00	0	0
31	WATER SERVICE RECONNECTIONS	31	EA	\$ 1,210.00	\$ 37,510.00	81.00	\$ 98,010.00	50.00	0	\$ 60,500.00
32	6" TAPPING VALVES AND SLEEVE	1	EA	\$ 325.00	\$ 325.00	2.00	\$ 650.00	1.00	0	\$ 325.00
33	3" TAPPING VALVE AND SLEEVE	1	EA	\$ 325.00	\$ 325.00	2.00	\$ 650.00	1.00	0	\$ 325.00
34	3/4" TEST RISER	1	EA	\$ 575.00	\$ 575.00	4.00	\$ 2,300.00	3.00	0	\$ 1,725.00
35	MISCELLANEOUS WATER FITTINGS	1	LS	\$ 2,750.00	\$ 2,750.00	2.00	\$ 5,500.00	1.00	0	\$ 2,750.00
36	DISCONNECT AND ABANDON EXISTING WATER MAIN (6')	1	EA	\$ 450.00	\$ 450.00	4.00	\$ 1,800.00	3.00	0	\$ 1,350.00
37	ASPHALT PAVING RESTORATION - 2" 11MA SURFACE AND 4" 11MA BASE	350	SY	\$ 0.01	\$ 3.50	350.00	\$ 3.50	0.00	0	0
38	6" CONCRETE PAVEMENT RESTORATION	4,590	SY	\$ 22.60	\$ 102,378.00	7,652.40	\$ 172,944.24	3,122.40	0	\$ 70,566.24
39	CHOP & SEAL PAVEMENT RESTORATION WITH #53 STONE SUBBASE	770	SY	\$ 3.50	\$ 2,695.00	881.00	\$ 3,083.50	111.00	0	\$ 388.50
40	CONCRETE CURB REPLACEMENT	580	LF	\$ 11.25	\$ 6,525.00	146.50	\$ 1,648.13	(353.50)	\$ (3,976.88)	0
41	CONCRETE SIDEWALK REPLACEMENT	5	SY	\$ 26.00	\$ 130.00	328.80	\$ 8,548.80	323.80	0	\$ 8,418.80
42	CONCRETE DRIVEWAY REPLACEMENT	150	SY	\$ 28.00	\$ 4,200.00	368.90	\$ 10,329.20	218.90	0	\$ 6,129.20
43	GRAVEL DRIVEWAY REPLACEMENT	49	SY	\$ 3.00	\$ 120.00	42.00	\$ 126.00	2.00	0	\$ 6.00
44	ASPHALT DRIVEWAY REPLACEMENT	70	SY	\$ 22.50	\$ 1,575.00	65.00	\$ 1,462.50	(5.00)	\$ (112.50)	0
45	No. 53/73 STONE BACKFILL	8,759	CY	\$ 0.01	\$ 87.50	8,750.00	\$ 87.50	0.00	0	0
46	EXCAVATION OF UNSUITABLE MATERIALS	500	CY	\$ 0.01	\$ 5.00	0.00	\$ -	(500.00)	\$ (5.00)	0
47	ADDITIONAL SELECT FILL FOR UNSUITABLE EXCAVATIONS	500	CY	\$ 0.01	\$ 5.00	0.00	\$ -	(500.00)	\$ (5.00)	0
48	No. 8 STONE BACKFILL	650	CY	\$ 21.00	\$ 13,650.00	740.00	\$ 15,540.00	90.00	0	\$ 1,890.00
49	REMOVE AND REPLACE CHAIN LINK FENCE	1	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	0	0
50	1' CONCRETE ALLEY	240	SY	\$ 30.00	\$ 7,200.00	280.00	\$ 8,400.00	40.00	0	\$ 1,200.00
51	MULCHED SEEDING	1	LS	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00	0.00	0	0
52	WORK ALLOWANCE	1	LS	\$ 100,000.00	\$ 100,000.00	3.56	\$ 353,963.90	2.56	0	\$ 253,963.90
TOTAL BASE BID				\$ 798,900.00		\$ 1,266,248.27		\$ (26,334.38)		
						Final Adjustment		\$ 467,348.27		

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

Resolution 2248-2009

Work Order 75425

THIS AGREEMENT is by and between the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called OWNER) and All Star Construction (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 consists of the installation of approximately 4,400LF of 12" - 36" storm sewers and 1,200LF of 8" water main.

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:

Woodrow / Vance Partial Sewer Separation Phase II

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Andrew Scales, P.E., RW Armstrong. 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 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.

ALL STAR CONSTRUCTION
& EXCAVATING, INC.
5183 E. STATE RD. 114-92
ROANOKE, VA 46783

All Star Construction & Exc.
CONTRACTOR

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
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 provided, determined as provided in the Contract Document.

BID SCHEDULE					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION / DEMOBILIZATION	1	L.S.	40,000.00	40,000.00
2	CONSTRUCTION ENGINEERING	1	L.S.	23,000.00	23,000.00
3	MAINTENANCE OF TRAFFIC	1	L.S.	21,000.00	21,000.00
4	EROSION AND SEDIMENT CONTROL	1	L.S.	6,700.00	6,700.00
5	RIGHT-OF-WAY CLEARING	1	L.S.	10,000.00	10,000.00
6	DEMOLITION OF EXISTING STORM SEWER STRUCTURES	17	EA	120.00	2,040.00
7	PIPE BULKHEADS	17	EA	55.00	935.00
8	8-INCH HDPE SDR-11, WATER MAIN HDD	1,218	LF	25.00	30,450.00
9	6-INCH PERFORATED HDPE, 0'-8' DEPTH	75	LF	13.00	975.00
10	12-INCH, RCP CLASS V, 0'-8' DEPTH	523	LF	39.00	20,397.00
11	12-INCH, PVC SDR-35, 0'-8' DEPTH	164	LF	35.00	5,740.00
12	12-INCH, DIP, 0'-8' DEPTH	306	LF	45.00	13,770.00
13	12-INCH PERFORATED HDP, 0'-8' DEPTH	125	LF	22.00	2,750.00
14	15-INCH, RCP CLASS IV, 0'-8' DEPTH	19	LF	41.00	779.00
15	16-INCH, DIP, 0'-8' DEPTH	132	LF	60.00	7,920.00
16	18-INCH, RCP CLASS IV, 0'-8' DEPTH	1579	LF	49.00	77,371.00
17	18-INCH, RCP CLASS IV, 8'-12' DEPTH	390	LF	52.00	20,280.00
18	24-INCH, RCP CLASS IV, 0'-8' DEPTH	334	LF	56.00	18,704.00
19	30-INCH, RCP CLASS IV, 8'-12' DEPTH	288	LF	85.00	24,480.00
20	36-INCH, RCP CLASS IV, 12'-16' DEPTH	617	LF	125.00	77,125.00
21	48" MANHOLE, ALL DEPTHS	14	EA	2,050.00	28,700.00
22	60" MANHOLE, ALL DEPTHS	4	EA	2,700.00	10,800.00
23	72" MANHOLE, ALL DEPTHS	5	EA	5,150.00	25,750.00
24	2' x 2' INLET, ALL DEPTHS	22	EA	880.00	19,360.00
25	30" INLET, ALL DEPTHS	11	EA	825.00	9,075.00

Woodrow and Vance Partial Sewer Separation Phase II
RW Armstrong Job No. 20086020

BID FORM
ADDENDUM NO. 1

ALL STAR CONSTRUCTION
& EXCAVATING, INC.
5183 E. STATE RD. 114-92
ROANOKE, IN 46783

All Star Construction & Exc., Inc
CONTRACTOR

26	33" INLET, ALL DEPTHS	4	EA	925.00	3700.00
27	2' x 3' INLET, ALL DEPTHS	3	EA	980.00	2940.00
28	FIRE HYDRANT ASSEMBLIES	2	EA	3700.00	7400.00
29	8" GATE VALVES	1	EA	875.00	875.00
30	1" AIR RELEASE VALVES	1	EA	2675.00	2675.00
31	WATER SERVICE RECONNECTIONS	31	EA	1210.00	37510.00
32	6" TAPPING VALVES AND SLEEVE	1	EA	325.00	325.00
33	8" TAPPING VALVE AND SLEEVE	1	EA	325.00	325.00
34	3/4" TEST RISER	1	EA	575.00	575.00
35	MISCELLANEOUS WATER FITTINGS	1	LS	2750.00	2750.00
36	DISCONNECT AND ABANDON EXISTING WATER MAIN (6")	1	EA	450.00	450.00
37	ASPHALT PAVING RESTORATION - 2" HMA SURFACE AND 4" HMA BASE	350	SY	0.01	3.50
38	6" CONCRETE PAVEMENT RESTORATION	4,530	SY	22.60	102378.00
39	CHIP & SEAL PAVEMENT RESTORATION WITH #53 STONE SUBASE	770	SY	3.50	2695.00
40	CONCRETE CURB REPLACEMENT	500	LF	11.25	5625.00
41	CONCRETE SIDEWALK REPLACEMENT	5	SY	26.00	130.00
42	CONCRETE DRIVEWAY REPLACEMENT	150	SY	28.00	4200.00
43	GRAVEL DRIVEWAY REPLACEMENT	40	SY	3.00	120.00
44	ASPHALT DRIVEWAY REPLACEMENT	70	SY	22.50	1575.00
45	No. 53/73 STONE BACKFILL	8,750	CY	0.01	87.50
46	EXCAVATION OF UNSUITABLE MATERIALS	500	CY	0.01	5.00
47	ADDITIONAL SELECT FILL FOR UNSUITABLE EXCAVATIONS	500	CY	0.01	5.00
48	No. 8 STONE BACKFILL	650	CY	21.00	13650.00
49	REMOVE AND REPLACE CHAIN LINK FENCE	1	LS	1000.00	1000.00
50	7" CONCRETE ALLEY	240	SY	30.00	7200.00
51	MULCHED SEEDING	1	LS	2600.00	2600.00
52	WORK ALLOWANCE	1	L.S.	100,000	100,000
TOTAL BID PRICE				7798900.00	

CONTRACTOR TO
PLACE TAB HERE

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 270 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 300 days after the date when the Contract Times commence to run.
- B. Definitions of Substantial Completion for this Work shall consist of shall consist of all work completed, including concrete, asphalt, final seeding and restoration.

4.03 Liquidated Damages

- A. 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 **\$2,500.00** for each day that expires after the time specified in Paragraph 4.02 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 **\$1,500.00** for each day that expires after the time specified in Paragraph 4.02 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 estimated 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

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

SEVEN HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED DOLLARS AND NO CENTS
(\$798,900.00)

- 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 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 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. 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.
- C. E.B.E. Good Faith Deposit.
 1. The Board will retain 5% of the total owing to insure CONTRACTOR'S compliance with the E.B.E. Rider attached to this contract. Payments to the CONTRACTOR are not to exceed 95% of the total contract amount until the OWNER has verified the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.
- D. Escrow Agreement.
 1. If the contract is in excess of \$100,000, 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 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 to 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 Condition, if any, at the Site which has 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 or 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 the 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 any 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, reports 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 00500-1 to 00500-8, inclusive);
- 2. M.B.E / W.B.E. Rider (pages 00606-1 to 00606-2, inclusive);
- 3. Escrow Account Agreement (pages 00607-1 to 00607-3, inclusive);
- 4. Performance Bond (pages 00610-1 to 00610-2, inclusive);
- 5. Payment Bond (pages 00615-1 to 00615-2, inclusive);
- 6. Guaranty Bond (pages 00616-1 to 00616-2, inclusive);
- 7. Wage Rates (pages 00619 –1, inclusive);
- 8. General Conditions (pages 00700-1 to 00700-41, inclusive);
- 9. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive);
- 10. Standard Specifications (page 00950-1 to 00950-8);
- 11. Supplementary Specifications (pages 00960-1 to 00960-40);
- 12. Drawings consisting of SY-20436, 1-43, inclusive, with each sheet bearing the following general title: Woodrow / Vance Partial Sewer Separation Phase II);
- 13. Addenda (numbers _1_ to _1_, inclusive);
- 14. Attachments to this Agreement (enumerated as follows);
 - a. CONTRACTOR's Bid Schedule (page 00400-3 to 00400-4);
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive);

15. 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 Order(s)
- 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 indicated 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 Other Provisions

- A. None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement (Contract/Resolution Number 2248-2009) in triplicate. Two counterparts have been delivered to OWNER, and one counterpart delivered to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on Sept. 30, 2009 (which is the Effective Date of the Agreement).

CONTRACTOR:

ALL STAR CONSTRUCTION

BY:

Edward Foss

OWNER:

CITY OF FORT WAYNE

BY:

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY:

Regina A. Kostoff
REGINA A. KOSTOFF, CHAIR

BY:

John Suarez
JOHN SUAREZ, MEMBER

BY:

Kumar Menon
KUMAR MENON, MEMBER

ATTEST:

Marilyn Huth
MARILYN HUTH, CLERK

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 28th day of September, 2009, personally appeared the within named Edward Foss who being by me first duly sworn upon his oath says that he is the president of All Star Construction as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of All Star Construction for the uses and purposes therein set forth.

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

Cindy A. Foss

Notary Public

Cindy A. Foss

Printed Name of Notary

My Commission Expires: 10/23/09

Resident of Whitley County

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 30th day of SEPTEMBER, 2009, personally appeared the within named Thomas C. Henry, Regina A. Kostoff, John Suarez, Kumar Menon and Marilyn Huth, 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.

Michelle R. Nelson

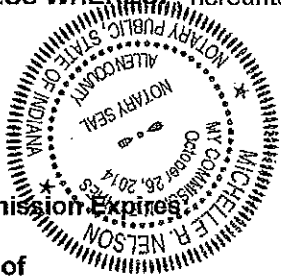
Notary Public

Michelle R. Nelson

Printed Name of Notary

My Commission Expires

Resident of _____ County



MBE/WBE RIDER
FOR FEDERALLY-FUNDED PROJECTS THROUGH THE CITY OF FORT WAYNE

THIS AGREEMENT made and entered into by and between the **CITY OF FORT WAYNE**, hereinafter referred to as **OWNER** and **ALL STAR CONSTRUCTION**, hereinafter referred to as **CONTRACTOR**,

WITNESSETH:

WHEREAS, the **CONTRACTOR** is the apparent low bidder on construction project commonly referred to as the Woodrow / Vance Partial Sewer Separation Phase II, which project was bid under **RESOLUTION NUMBER 2248-2009**; and

WHEREAS, **CONTRACTOR** agrees that the goal for qualified Minority-owned Business Enterprises or Women-owned Business Enterprises, hereinafter sometimes referred to as "**M.B.E.'S/W.B.E.'S**" as subcontractors on this project is 10% of the contract amount;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. **Conditional Award** - Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, **OWNER** awards the construction contract to the **CONTRACTOR**.
2. **MBE/WBE. Retainage requirements** - If the **CONTRACTOR** is in compliance with the provisions of the construction contract to which this Rider is attached, the **OWNER** will make payments for such work performed and completed. However, in any such case, the **OWNER** will retain **five percent (5%)** of the total amount owing to insure satisfactory completion of the contract and to insure **CONTRACTOR'S** compliance with this MBE/WBE Rider. 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 **10%** of the contract amount to Minority/Women business enterprises, the **CONTRACTOR** will be paid in full. In the event there is a determination that good faith compliance with this MBE/WBE Rider has not occurred, appropriate reduction in the final payment pursuant to Paragraph 6 of this MBE/WBE Rider will be made.

If the contract is in excess of \$100,000, 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 amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the MBE/WBE goal stipulated in this MBE/WBE Rider. Payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with this MBE/WBE Rider, and subject to reduction in the event of non-compliance as provided in Paragraph 6 of this MBE/WBE Rider.

3. **Request for Waiver** - If, at the time final payment application is made, **CONTRACTOR** has not attained the **ten 10%** MBE/WBE 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 **10%** MBE/WBE goal.

4. **Determination of Waiver Requests** - The Contract 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.
5. **Good Faith Per Se.** - In any case, a **CONTRACTOR** shall be deemed to have made good faith efforts at compliance where MBE/WBE's have subcontracted for every sub-contract for which there are qualified MBE/WBE's available.
6. **Consequence 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 shall be reduced by the amount calculated as the difference between 5% and the percentage level met. Said amount shall be added to the City of Fort Wayne MBE/WBE Guarantee Fund and **CONTRACTOR** agrees to accept the reduced amount as full payment under the terms of his/her contract.
7. **Waiver approved** - In the event the Board of Public Works determines that a good faith effort to comply with this MBE/WBE Rider has been made, the contract shall not be reduced, and the balance owing to the **CONTRACTOR** shall be paid in full.

IN WITNESS WHEREOF, the parties have executed the MBE/WBE. Rider this 30th day of September, 2009.

CONTRACTOR

ALL STAR CONSTRUCTION

BY: Edward H. Korn

BOARD OF PUBLIC WORKS

Regina A. Kostoff
Regina A. Kostoff, Chair

John Suarez
John Suarez, Member

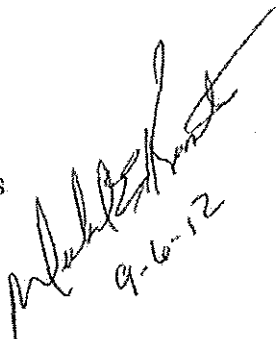
Kumar Menon
Kumar Menon, Member

ATTEST:

Marilyn Huth
Marilyn Huth, Clerk

Interoffice Memo

Date: September 6, 2012
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering / ESS
RE: Woodrow / Vance Partial Sewer Separation Phase II
Res. #2248-2009, W.O. #75425



Council District #2

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "Woodrow / Vance Partial Sewer Separation Phase II" as follows: The original project consisted of construction of approximately 1,200 lf of 8" water mains and 4,400 lf of storm sewers and all appurtenant structures associated with the Woodrow / Vance Partial Sewer Separation Phase II Improvements all in accordance with the Bidding Documents and Drawing No. SY-20436, Sheets 1 through 43. The original contract was awarded to All Star Construction in the amount of \$798,850.00. The project was one of the five projects for which City Utilities received \$5 million from the American Recovery and Reinvestment Act (ARRA), also known as the stimulus bill. This Amendment #1 adds additional scope to the project in order to utilize the remaining unused ARRA funds. Additional scope included the installation of 1,863 lf of 8" watermain, three new fire hydrants, and reconnection of 50 residential water services. Concrete pavement replacement was also expanded to include one full lane of Glenwood Avenue and full width concrete pavement replacement on Kenwood from Kentucky to Crescent Avenue. The increased scope of work brings the final contract amount to \$1,266,248.27.

Implications of not being approved: This separation project is to meet the Consent Decree requirements of CSO Control Measure (CM) 4. Partial sewer separation will reduce the amount of stormwater entering the combined sewer system by removing stormwater runoff from the existing combined sewer in the neighborhood, resulting in fewer combined sewer overflows.

If Prior Approval is being Requested, Justify N/A

The contract for Resolution # 2394-2010 awarded to All Star Construction for \$985,850.00 was the lowest most responsive bidder of 2 bidders and 5% below the Engineer's estimate of \$1,040,725.00. The second lowest bidder was \$137,955.50 above All Star Construction's bid.

The cost of said project funded by SRF - ARRA.

Council Introduction Date: September 11, 2012

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File