

BILL NO. S-14-05-14

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving ST. JOE RIVER CSO RELIEF SEWER - RESOLUTION/WORK ORDER #75876 between ATLAS EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

SECTION 1. That the ST. JOE RIVER CSO RELIEF SEWER - RESOLUTION/WORK ORDER #75876 by and between ATLAS EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for A new relief sewer that will pick up wet weather flows that are currently connected to the combined sewer system in order to reduce CSO volume to the St. Joseph River. The relief sewer will be constructed along Anthony Blvd., Northlawn Dr., Woodrow Ave., Somerset Ln. and Oswego Ave. and will consist of approximately 5,030 linear feet of 24 and 48-inch sewer pipe. It will also consist of 1,460 linear feet of 8" & 12" water main replacement and 1,050 linear feet of new storm sewer construction along Somerset Avenue:

involving a total cost of THREE MILLION, EIGHT HUNDRED NINETEEN THOUSAND, FIVE HUNDRED FORTY-FOUR AND 40/100 DOLLARS - (\$3,819,544.40). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

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

Resolution 75876

Work Order 75876

THIS AGREEMENT is by and between the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called Owner) and **Atlas Excavating, 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:

A new relief sewer that will pick up wet weather flows that are currently connected to the combined sewer system in order to reduce CSO volume to the St. Joseph River. The relief sewer will be constructed along Anthony Blvd., Northlawn Dr., Woodrow Ave., Somerset Ln. and Oswego Ave. and will consist of approximately 5,030 linear feet of 24 and 48-inch sewer pipe. It will also consist of 1,460 linear feet of 8" & 12" water main replacement and 1,050 linear feet of new storm sewer construction along Somerset Avenue.

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:

St Joe River CSO Relief Sewer

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **A&Z Engineering, LLC**, 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 Contractor shall complete the following activities of Work by the Milestone dates indicated. These Milestones are days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions. Only one Project Area shall be constructed at a time.

Milestone 1: Install the 24" relief sewer between Structure P22 224 and Str. 111. All work called out to be installed along N. Anthony Boulevard (Sheet 19 & 20) and the easements established with the N. Anthony Boulevard businesses (Sheet 17, 18 & 19) shall be completed from Station 38+00 to 55+50. Work shall be tested and approved, concrete sidewalk and curb shall be fully restored, the concrete street shall be completed, asphalt parking lots shall be completed including final surface and final seeding. The work shall be completed 120 days after the Notice-to-Proceed.

Milestone 2: Install the 24" relief sewer between Structure Str. 111 and Str. 108. All work called out to be installed along Northlawn Drive (Sheet 14/15, 16 & 17) shall be completed from Station 26+75 to 38+00, with the exception of final surface, rain garden restoration and seeding. Work shall be tested and approved, concrete sidewalk and curb shall be fully restored and the asphalt streets shall at a minimum be patched using asphalt binder over the trench area. The work shall be completed by December 31, 2014.

- B. 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 by **May 29, 2015**.
- C. Definitions of Substantial Completion for this Work shall consist of **the point in time when all Work, except final restoration of street, sidewalk, curb restoration and seeding (with the exception of requirements under Milestone 1 & 2), has been installed and successfully tested.**

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 **\$2,500.00** for each day that expires after the time specified in Paragraph 4.02 above for Milestone 1, Milestone 2, and 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 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:

See Article 5 (itemized Bid Schedule) of the Bid Form (00 41 00-3 – 00 41 00-7)

Three Million, Eight Hundred Nineteen Thousand, Five Hundred Forty-Four Dollars and Forty Cents

(\$3,819,544.40)

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

Article 5 - Basis of Bid
ST JOE RIVER CSO RELIEF SEWER

Contractor's Name: Atlas Excavating, Inc.

5.01 NOTE: Bidder may complete the following Bid Schedule.
Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	00 95 00-A	Mobilization and Demobilization (Not to Exceed 5%)	1	LS	100,000	100,000
2	00 95 00-B	Work Allowance (City Determined)	1	LS	\$100,000.00	\$ 100,000.00
3	00 95 00-C	Utility Pole Bracing Allowance (AEP) (City Determined)	1	LS	\$40,000.00	\$ 40,000.00
4	00 95 00-D	Street Light Pole Bracing, Removal and Replacement Allowance (City Determined)	1	LS	\$30,000.00	\$ 30,000.00
5	00 95 00-E	Landscape Restoration Allowance (City Determined)	1	LS	\$30,000.00	\$ 30,000.00
6	00 95 00-F	Temporary Pavement Repair, Residential	2154	SYD	24.00	51696
7	00 95 00-G	Temporary Pavement Repair, Arterial	161	SYD	32.00	5152
8	00 95 00-H	Concrete Pavement Removal	2314	SYD	6.00	13884
9	00 95 00-I	Spot Excavation (Potholing)	15	EA	250.00	3750
10	00 95 00-J	Regulator Modifications P22 001 (Str CSO 052)	1	LS	0.00	0.00
11	00 95 00-K	Regulator Modifications O22 095 (Str CSO 053)	1	LS	10000	10000
12	00 95 00-L	Regulator Modifications O22 045 (Str CSO 051)	1	LS	2000	2000
13	00 95 00-M	Traffic Signal Work	1	LS	5000	5000
14	00 95 00-N	Temporary Pavement Markings, Tape	1	LS	10,085	10,085
15	00 95 00-O	Permanent Pavement Markings	1	LS	11595	11595
16	00 95 00-P	6" Underdrain	2408	LF	9.00	21672
17	00 95 00-Q	24" Pipe Plug (Temporary)	4	EA	638.10	2552.40
18	01 53 26-A	Maintenance and Protection of Traffic	1	LS	45000	45000
19	01 57 13-A	Temporary Erosion and Sedimentation Control	1	LS	15000	15000
20	01 71 16.13-A	Video Documentation of Conditions	1	LS	850	850
21	01 78 39-A	Project Record Documents	1	LS	4000	4000
22	02 41 00-A	Garage Building Demolition	1	LS	15000	15000
23	02 41 00-B	Concrete Block Trash Enclosure	1	LS	15000	15000
24	05 56 00-A	24" Sanitary Manhole Casting	25	EA	300.00	7500
25	05 56 00-B	24" Solid Storm Manhole Casting	5	EA	275.00	1100

51696
5152
13884
← SHOULD BE \$3750.00
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* ATLAS

← SHOULD BE \$1375.00
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CITY

ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
26	05 56 00-C	2' x 2' Alley Casting	2	EA	550	1100
27	05 56 00-D	2' x 2' Curb and Gutter Casting	10	EA	360	3600
28	05 56 00-B	Casting, Reinstall and Adjust to Grade	12	EA	300	3600
29	31 00 05-A	Special Backfill, No. 53/73	13700	CY	35.-	479500
30	31 00 05-B	Backfill, No. 8	52	CY	60.-	3120
31	31 00 05-C	Excavation of Unsuitable Material	900	CY	20.-	18000
32	31 00 05-D	Additional Select Fill for Unsuitable Material	900	CY	16.-	14400
33	31 11 00-A	Clearing and Grubbing	1	LS	60,000	60,000
34	31 11 00-B	Remove Tree(s)	9	EA	500.-	4500
35	31 11 00-C	Install Tree(s)	9	EA	650.-	5850
36	32 12 16-A	Residential HMA Patching, 3" Intermediate	1631	SYD	12.-	19572
37	32 12 16-B	Residential HMA Resurfacing, 1.5"	4143	SYD	7.-	29001
38	32 12 16-C	Residential HMA Milling, 1.5"	2570	SYD	5.50	14135
39	32 12 16-D	Single Chip and Seal Resurfacing	2270	SYD	2.50	5675
40	32 12 16-E	Double Chip and Seal Patching on 10" No. 53 Aggregate	224	SYD	42.-	9408
41	32 13 00-A	Residential Concrete Pavement, 7" PCCP on 4" No. 53 Aggregate	4909	SYD	78.-	382902
42	32 13 00-B	Arterial Concrete Pavement, 10" PCCP on 2" No. 53 Aggregate	1336	SYD	86.-	114896
43	32 16 00-A	Concrete Curb, Type I-B, Remove and Replace	854	LFT	29.-	24766
44	32 16 00-B	Concrete Curb, Type III, Remove and Replace	1165	LFT	24.-	27960
45	32 16 00-C	Concrete Curb Turnout, Remove and Replace	2	EA	823.-	1646
46	32 16 00-D	Concrete Sidewalk, Remove and Replace	242	SYD	56.-	13552
47	32 16 00-E	Residential Concrete Drive Approach	330	SYD	118.-	38940
48	32 16 00-F	Commercial Concrete Drive Approach	219	SYD	95.-	50805
49	32 16 00-G	6" No. 53 Aggregate for Surface	29	SYD	6.-	174.-
50	32 92 00-A	Lawns and Grasses	1	LS	16000	16000
51	33 05 23.16-A	72" Steel Casing Utility Pipe Jacking, 0.750"	80	LFT	2354	188320
52	33 05 33-A	12" D.I. Non-Pressure Utility Piping, CL 350 (Storm)	93	LFT	70.-	6510

ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
53	33 05 34.13-A	12" RCP Non-Pressure Utility Piping, Class III (Storm)	190	LFT	480.5	9120
54	33 05 34.13-B	15" RCP Non-Pressure Utility Piping, Class III (Storm)	880	LFT	59.1	51920
55	33 05 34.13-C	36" RCP Non-Pressure Utility Piping, Class III, (Sanitary)	18	LFT	117.1	2106
56	33 05 34.13-D	48" RCP Non-Pressure Utility Piping, Class IV, Anticorrosion Additive (Sanitary)	1561	LFT	250.1	390250
57	33 05 37.13-A	6" PVC Non-Pressure Utility Piping, SDR 35 (Storm)	45	LFT	45.1	2025
58	33 05 37.13-B	12" PVC Non-Pressure Utility Piping, SDR 35 (Storm)	10	LFT	91.1	910.1
59	33 05 37.13-C	8" PVC Non-Pressure Utility Piping, SDR 35 (Sanitary)	35	LFT	67.1	2345
60	33 05 37.13-D	24" PVC Non-Pressure Utility Piping, SDR 26 (Sanitary)	3061	LFT	170.1	520370
61	33 05 37.24-A or 33 05 37.34-A or 33 05 38.16-A	6" Pressure Utility Piping, DR 18 Certa-Lok PVC or DR 18 Fusible PVC or DR 11 HDPE, HDD Installation	1137	LFT	45.1	51165
62	33 05 37.24-B or 33 05 37.34-B or 33 05 38.16-B	12" Pressure Utility Piping, DR 18 Certa-Lok PVC or DR 18 Fusible PVC or 16" Pressure Utility Piping, DR 11 HDPE, Open Cut, All Depths	323	LFT	100	32300
63	33 05 37.24-C or 33 05 37.34-C or 33 05 38.16-C	6" 11.25, 22.5, 45, 90 Degree Bend, Restrained Joint Installation	3	EA	350	1050
64	33 05 37.24-D or 33 05 37.34-D or 33 05 38.16-D	12" 11.25, 22.5, 45, 90 Degree Bend, Restrained Joint Installation	2	EA	700	1400
65	33 05 37.24-E or 33 05 37.34-E or 33 05 38.16-E	12" Plug, Restrained Joint Installation	1	EA	350	350
66	33 11 00-A	Water Main Connection (Connect to Existing Valve or Water Main "Cut in Fillings")	3	EA	1500	4500
67	33 11 00-B	3/4" Test Riser (Temporary)	2	EA	650.1	1300
68	33 11 00-C	Removal of Fire Hydrant	1	EA	700	700
69	33 11 00-D	Removal of Valve Box	4	EA	275.1	1100
70	33 11 00-E	Removal of Gate Valve	1	EA	275	275
71	33 11 00-F	Removal of Water Main (All Sizes)	1442	LFT	19.1	27398
72	33 11 00-G	2" Temporary Blow-off Assembly	2	EA	698.1	1396
73	33 11 00-H	Cut & Plug (Water Main Abandonment)	5	EA	4000	2000
74	33 12 00-A	Water Service Replacement, Short Side	15	EA	1050	15750
75	33 12 00-B	Water Service Replacement, Long Side	17	EA	1650	28050
76	33 12 00-C	Water Service Line Repair	6	EA	250	1500
77	33 12 00-D	Fire Hydrant Assembly, Type III (Restrained Joint Tee)	1	EA	5200	5200
78	33 12 00-E	6" RSW Gate Valve and Box	3	EA	1235	3705
79	33 12 00-F	12" RSW Gate Valve and Box	2	EA	2951	5902

SHOULD BE
\$1,396.00
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* ATLAS

SHOULD BE
\$20,000.00
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ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
80	33 39 13-A	48" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	11	EA	7380.	80630
81	33 39 13-B	60" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	5	EA	9701	48505
82	33 39 13-C	72" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	3	EA	13306	39913
83	33 39 13-D	84" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	2	EA	16550	33100
84	33 39 13-E	Special 12' x 8' Box Sanitary Utility Sewerage Manhole (Str 101), Anticorrosion Additive	1	EA	115	115
85	33 39 13-F	Special 10' x 8.5' Box Sanitary Utility Sewerage Manhole (Str 103), Anticorrosion Additive	1	EA	69000	69000
86	33 39 13-G	Special 8' x 6' Box Sanitary Utility Sewerage Manhole (Str 120A), Anticorrosion Additive	1	EA	61000	61000
87	33 39 13-H	Special 8' x 8' Box Sanitary Utility Sewerage Manhole (Str 121A), Anticorrosion Additive	1	EA	59000	59000
88	33 39 13-I	Special 60" Sanitary Utility Sewerage Manhole (Str 121), Anticorrosion Additive	1	EA	9700	9700
89	33 41 00-A	Pipe Plug (Bulkhead)	7	EA	215.-	1505
90	33 44 13-A	2' x 2' Inlet	5	EA	1060	5300
91	33 44 13-B	Precast 30" Round Inlet	17	EA	1076	18292
92	33 44 13-C	Remove Structure	19	EA	250	4750
93	33 47 32-A	Rain Gardens, Remove, Salvage and Restore	1	LS	19870	19870
94	33 49 13-A	48" Storm Drainage Manhole	8	EA	3884	31072
95	05 56 00-F	24" Beehive Casting	2	EA	272.-	544.-
96	33 05 37.13-E	8" PVC Non-Pressure Utility Piping, SDR 35 (Storm)	10	LFT	90.-	900.-
TOTAL BASE BID					3901941.40	

SHOULD BE \$ 3,720,331.40

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Bid Alternate 1						
ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
97	31 00 05-A	Special Backfill, No. 53/73	687	CY	35.-	24045
98	31 11 00-B	Remove Tree(s)	1	EA	500	500
99	31 11 00-C	Install Tree(s)	1	EA	650	650
100	32 16 00-D	Concrete Sidewalk, Remove and Replace	3	SYD	56.	168
101	32 16 00-E	Residential Concrete Drive Approach	70	SYD	48	3360
102	32 16 00-G	6" No. 53 Aggregate for Surface	75	SYD	6.-	450
103	33 05 37.13-D	24" PVC Non-Pressure Utility Piping, SDR 26 (Sanitary)	412	LFT	170.-	70040
TOTAL BID ALTERNATE 1						99 213

Bid Alternate 2						
ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
104	05 56 00-A	24" Sanitary Manhole Casting	1	EA	275.-	275.-
105	31 00 05-A	Special Backfill, No. 53/73	355	CY	35.-	12425
106	33 05 23.16-B	40" Steel Casing Utility Pipe Jacking, 0.375" (Bid Alternate 2)	178	LFT	788	140264
107	33 05 37.13-D	24" PVC Non-Pressure Utility Piping, SDR 26 (Sanitary)	213	LFT	168	35784
108	33 39 13-A	48" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	1	EA	7330	7330
TOTAL BID ALTERNATE 2						196078

TOTAL BASE BID + ALTERNATE 1	240,154.40
TOTAL BASE BID + ALTERNATE 2	4,098,019.40

Award will be based on lowest bid on Base Bid + Alternate 1 or Base Bid + Alternate 2.

Bid Alternate 1 and Bid Alternate 2 do not both need to be completed, but at least one Bid Alternate must be completed. If not submitting on a Bid Alternate, please place an "X" in the associated Total Bid Alternate & the Total Base Bid + Alternate.

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 Documents.

NOTE: THIS IS A UNIT PRICE CONTRACT. MATH ERRORS CORRECTED IN FAVOR OF UNIT PRICES PER INSTRUCTIONS TO BIDDERS 14.01 C

BASE+ALT 1 SHOULD BE \$3,819,544.40

BASE+ALT 2 SHOULD BE \$3,916,409.40

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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.

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. Guaranty Bond Form (pages 00 61 31-1 to 00 61 31-2, inclusive);
7. General Conditions (pages 00 72 00-1 to 00 72 00-41, inclusive);
8. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive);
9. Specifications as listed in the Table of Contents of the Project Manual
10. Drawings consisting of Drawing SY-20581, Sheets 1 through 40, with each sheet bearing the following general title: St Joe River CSO Relief Sewer;
11. Addenda (numbers 1 to 3, inclusive);
12. Attachments to this Agreement (enumerated as follows):
 - a. Contractor's Bid Schedule (page 00 41 00-3 to 00 41 00-07);
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive);
13. 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 (pages ____ to ____, inclusive).
 - 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 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.
- 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 75876**). 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:

ATLAS EXCAVATING, INC

BY: _____
(Name)

TITLE: _____

DATE: _____
(Date signed by Contractor)

Address for giving notices:

OWNER:

CITY OF FORT WAYNE

BY: _____
THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: _____
ROBERT P. KENNEDY, CHAIR

BY: _____
MIKE AVILA, MEMBER

BY: _____
KUMAR MENON, MEMBER

ATTEST: _____
VICTORIA EDWARDS, CLERK

DATE: _____
(Date signed by Board)

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF INDIANA)

SS:)

COUNTY OF)

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

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

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County

ACKNOWLEDGMENT (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, Robert Kennedy, Mike Avila, Kumar Menon and Victoria Edwards, 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

CITY OF FORT WAYNE, INDIANA

Atlas Excavating, Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTERESTS;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1. Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship ☐ stock ☐ partnership interest ☐ units (LLC) ☐ other (explain) _____

- c. For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent): ownership interest: _____ %

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services.

Yes _____

No. ☒

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

Yes ☐

No. ☒

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

Yes ☐

No. ☒

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

Yes ☐

No. ☒

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ☐ No ☒
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).

- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes ☒ No. ☐

City of Fort Wayne Ewing St #75877
City of Fort Wayne Colonater Watermain #66225

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

Section 4. CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five

(5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and

- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-18.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Atlas Excavating, Inc.

(Name of Vendor)

4740 Swisher Rd., W. Lafayette, IN

Address

() 765-429-4800

Telephone

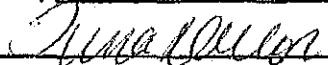
tinad@atlasexcavating.com

E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Tina Dillon

Title President

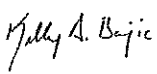
Signature 

Date April 23, 2014

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

37	Residential HMA Resurfacing, 1.5"	4143	SYD	\$8.00	\$ 33,144.00	\$ 7.00	\$ 29,001.00	\$ 7.55	\$ 31,279.65	\$ 7.40	\$ 30,658.20
38	Residential HMA Milling, 1.5"	2570	SYD	\$6.00	\$ 15,420.00	\$ 5.50	\$ 14,135.00	\$ 0.70	\$ 1,799.00	\$ 3.30	\$ 8,481.00
39	Single Chip and Seal Resurfacing	2270	SYD	\$4.00	\$ 9,080.00	\$ 2.50	\$ 5,675.00	\$ 2.50	\$ 5,675.00	\$ 3.30	\$ 7,491.00
40	Double Chip and Seal Patching on 10" No. 53 Aggregate	224	SYD	\$24.00	\$ 5,376.00	\$ 42.00	\$ 9,408.00	\$ 11.50	\$ 2,576.00	\$ 16.00	\$ 3,584.00
41	Residential Concrete Pavement, 7" PCCP on 4" No. 53 Aggregate	4909	SYD	\$48.00	\$ 235,632.00	\$ 78.00	\$ 382,902.00	\$ 37.00	\$ 181,633.00	\$ 36.90	\$ 181,142.10
42	Arterial Concrete Pavement, 10" PCCP on 2" No. 53 Aggregate	1336	SYD	\$60.00	\$ 80,160.00	\$ 86.00	\$ 114,896.00	\$ 49.40	\$ 65,998.40	\$ 45.70	\$ 61,055.20
43	Concrete Curb, Type I-B, Remove and Replace	854	LFT	\$25.00	\$ 21,350.00	\$ 29.00	\$ 24,766.00	\$ 23.00	\$ 19,642.00	\$ 20.40	\$ 17,421.60
44	Concrete Curb, Type III, Remove and Replace	1165	LFT	\$25.00	\$ 29,125.00	\$ 24.00	\$ 27,960.00	\$ 24.75	\$ 28,833.75	\$ 22.60	\$ 26,329.00
45	Concrete Curb Turnout, Remove and Replace	2	EA	\$250.00	\$ 500.00	\$ 823.00	\$ 1,646.00	\$ 620.00	\$ 1,240.00	\$ 1,182.50	\$ 2,365.00
46	Concrete Sidewalk, Remove and Replace	242	SYD	\$45.00	\$ 10,890.00	\$ 56.00	\$ 13,552.00	\$ 44.50	\$ 10,769.00	\$ 35.80	\$ 8,663.60
47	Residential Concrete Drive Approach	330	SYD	\$50.00	\$ 16,500.00	\$ 118.00	\$ 38,940.00	\$ 44.60	\$ 14,718.00	\$ 33.00	\$ 10,890.00
48	Commercial Concrete Drive Approach	219	SYD	\$55.00	\$ 12,045.00	\$ 95.00	\$ 20,805.00	\$ 58.50	\$ 12,811.50	\$ 46.80	\$ 10,249.20
49	6" No. 53 Aggregate for Surface	29	SYD	\$30.00	\$ 870.00	\$ 6.00	\$ 174.00	\$ 3.75	\$ 108.75	\$ 4.40	\$ 127.60
50	Lawns and Grasses	1	LS	\$15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00
51	72" Steel Casing Utility Pipe Jacking, 0.750"	80	LFT	\$1,900.00	\$ 152,000.00	\$ 2,354.00	\$ 188,320.00	\$ 1,900.00	\$ 152,000.00	\$ 1,650.00	\$ 132,000.00
52	12" D.I. Non-Pressure Utility Piping, CL 350 (Storm)	93	LFT	\$65.00	\$ 6,045.00	\$ 70.00	\$ 6,510.00	\$ 90.00	\$ 8,370.00	\$ 95.40	\$ 8,872.20
53	12" RCP Non-Pressure Utility Piping, Class III (Storm)	190	LFT	\$55.00	\$ 10,450.00	\$ 48.00	\$ 9,120.00	\$ 55.00	\$ 10,450.00	\$ 85.10	\$ 16,169.00
54	15" RCP Non-Pressure Utility Piping, Class III (Storm)	880	LFT	\$65.00	\$ 57,200.00	\$ 59.00	\$ 51,920.00	\$ 56.85	\$ 50,028.00	\$ 105.10	\$ 92,488.00
55	36" RCP Non-Pressure Utility Piping, Class III, (Sanitary)	18	LFT	\$200.00	\$ 3,600.00	\$ 117.00	\$ 2,106.00	\$ 309.50	\$ 5,571.00	\$ 330.10	\$ 5,941.80
56	48" RCP Non-Pressure Utility Piping, Class IV, Anticorrosion Additive (Sanitary)	1561	LFT	\$250.00	\$ 390,250.00	\$ 250.00	\$ 390,250.00	\$ 430.00	\$ 671,230.00	\$ 435.60	\$ 679,971.60
57	6" PVC Non-Pressure Utility Piping, SDR 35 (Storm)	45	LFT	\$40.00	\$ 1,800.00	\$ 45.00	\$ 2,025.00	\$ 37.50	\$ 1,687.50	\$ 180.50	\$ 8,122.50
58	12" PVC Non-Pressure Utility Piping, SDR 35 (Storm)	10	LFT	\$45.00	\$ 450.00	\$ 91.00	\$ 910.00	\$ 55.00	\$ 550.00	\$ 71.80	\$ 718.00
59	8" PVC Non-Pressure Utility Piping, SDR 35 (Sanitary)	35	LFT	\$45.00	\$ 1,575.00	\$ 67.00	\$ 2,345.00	\$ 75.00	\$ 2,625.00	\$ 66.30	\$ 2,320.50
60	24" PVC Non-Pressure Utility Piping, SDR 26 (Sanitary)	3061	LFT	\$85.00	\$ 260,185.00	\$ 170.00	\$ 520,370.00	\$ 205.00	\$ 627,505.00	\$ 239.70	\$ 733,721.70
61	6" Pressure Utility Piping, DR 18 Cert-Lok PVC or DR 18 Fusible PVC or DR 11 HDPE, HDD Installation	1137	LFT	\$50.00	\$ 56,850.00	\$ 45.00	\$ 51,165.00	\$ 42.70	\$ 48,549.90	\$ 47.90	\$ 54,462.30
62	12" Pressure Utility Piping, DR 18 Cert-Lok PVC or DR 18 Fusible PVC or 16" Pressure Utility Piping, DR 11 HDPE, HDD Installation	323	LFT	\$70.00	\$ 22,610.00	\$ 100.00	\$ 32,300.00	\$ 64.85	\$ 20,946.55	\$ 77.00	\$ 24,871.00
63	6" 11.25, 22.5, 45, 90 Degree Bend, Restrained Joint Installation	3	EA	\$600.00	\$ 1,800.00	\$ 350.00	\$ 1,050.00	\$ 800.00	\$ 2,400.00	\$ 330.00	\$ 990.00
64	12" 11.25, 22.5, 45, 90 Degree Bend, Restrained Joint Installation	2	EA	\$1,000.00	\$ 2,000.00	\$ 700.00	\$ 1,400.00	\$ 1,330.00	\$ 2,660.00	\$ 456.50	\$ 913.00
65	12" Plug, Restrained Joint Installation	1	EA	\$400.00	\$ 400.00	\$ 350.00	\$ 350.00	\$ 275.00	\$ 275.00	\$ 204.60	\$ 204.60
66	Water Main Connection (Connect to Existing Valve or Water Main "Cut in Fittings")	3	EA	\$2,500.00	\$ 7,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,970.00	\$ 5,910.00	\$ 4,001.80	\$ 12,005.40
67	3/4" Test Riser (Temporary)	2	EA	\$500.00	\$ 1,000.00	\$ 650.00	\$ 1,300.00	\$ 650.00	\$ 1,300.00	\$ 533.50	\$ 1,067.00
68	Removal of Fire Hydrant	1	EA	\$500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 600.00	\$ 600.00	\$ 275.00	\$ 275.00
69	Removal of Valve Box	4	EA	\$250.00	\$ 1,000.00	\$ 275.00	\$ 1,100.00	\$ 45.00	\$ 180.00	\$ 165.00	\$ 660.00
70	Removal of Gate Valve	1	EA	\$500.00	\$ 500.00	\$ 275.00	\$ 275.00	\$ 190.00	\$ 190.00	\$ 550.00	\$ 550.00
71	Removal of Water Main (All Sizes)	1442	LFT	\$5.00	\$ 7,210.00	\$ 19.00	\$ 27,398.00	\$ 0.35	\$ 504.70	\$ 3.90	\$ 5,623.80
72	2" Temporary Blow-off Assembly	2	EA	\$750.00	\$ 1,500.00	\$ 698.00	\$ 1,396.00	\$ 800.00	\$ 1,600.00	\$ 489.50	\$ 979.00
73	Cut & Plug (Water Main Abandonment)	5	EA	\$1,500.00	\$ 7,500.00	\$ 4,000.00	\$ 20,000.00	\$ 350.00	\$ 1,750.00	\$ 1,375.00	\$ 6,875.00
74	Water Service Replacement, Short Side	15	EA	\$1,250.00	\$ 18,750.00	\$ 1,050.00	\$ 15,750.00	\$ 900.00	\$ 13,500.00	\$ 1,375.00	\$ 20,625.00
75	Water Service Replacement, Long Side	17	EA	\$1,750.00	\$ 29,750.00	\$ 1,650.00	\$ 28,050.00	\$ 1,690.00	\$ 28,730.00	\$ 1,903.00	\$ 32,351.00

76	Water Service Line Repair	6	EA	\$500.00	\$ 3,000.00	\$ 250.00	\$ 1,500.00	\$ 260.00	\$ 1,560.00	\$ 1,045.00	\$ 6,270.00
77	Fire Hydrant Assembly, Type III (Restrained Joint Tee)	1	EA	\$5,000.00	\$ 5,000.00	\$ 5,200.00	\$ 5,200.00	\$ 4,500.00	\$ 4,500.00	\$ 4,598.00	\$ 4,598.00
78	6" RSW Gate Valve and Box	3	EA	\$1,250.00	\$ 3,750.00	\$ 1,235.00	\$ 3,705.00	\$ 1,925.00	\$ 5,775.00	\$ 770.00	\$ 2,310.00
79	12" RSW Gate Valve and Box	2	EA	\$3,000.00	\$ 6,000.00	\$ 2,951.00	\$ 5,902.00	\$ 3,625.00	\$ 7,250.00	\$ 2,200.00	\$ 4,400.00
80	48" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	11	EA	\$4,000.00	\$ 44,000.00	\$ 7,330.00	\$ 80,630.00	\$ 4,350.00	\$ 47,850.00	\$ 6,270.00	\$ 68,970.00
81	60" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	5	EA	\$5,000.00	\$ 25,000.00	\$ 9,701.00	\$ 48,505.00	\$ 5,915.00	\$ 29,575.00	\$ 7,370.00	\$ 36,850.00
82	72" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	3	EA	\$8,000.00	\$ 24,000.00	\$ 13,306.00	\$ 39,918.00	\$ 13,265.00	\$ 39,795.00	\$ 10,340.00	\$ 31,020.00
83	84" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	2	EA	\$11,500.00	\$ 23,000.00	\$ 16,550.00	\$ 33,100.00	\$ 11,275.00	\$ 22,550.00	\$ 12,540.00	\$ 25,080.00
84	Special 12' x 8' Box Sanitary Utility Sewerage Manhole (Str 101), Anticorrosion Additive	1	EA	\$65,000.00	\$ 65,000.00	\$ 115.00	\$ 115.00	\$ 225,500.00	\$ 225,500.00	\$ 143,000.00	\$ 143,000.00
85	Special 10' x 8.5' Box Sanitary Utility Sewerage Manhole (Str 103), Anticorrosion Additive	1	EA	\$45,000.00	\$ 45,000.00	\$ 69,000.00	\$ 69,000.00	\$ 89,775.00	\$ 89,775.00	\$ 93,500.00	\$ 93,500.00
86	Special 8' x 6' Box Sanitary Utility Sewerage Manhole (Str 120A), Anticorrosion Additive	1	EA	\$30,000.00	\$ 30,000.00	\$ 61,000.00	\$ 61,000.00	\$ 76,000.00	\$ 76,000.00	\$ 74,305.00	\$ 74,305.00
87	Special 8' x 8' Box Sanitary Utility Sewerage Manhole (Str 121A), Anticorrosion Additive	1	EA	\$20,000.00	\$ 20,000.00	\$ 59,000.00	\$ 59,000.00	\$ 77,000.00	\$ 77,000.00	\$ 79,750.00	\$ 79,750.00
88	Special 60" Sanitary Utility Sewerage Manhole (Str 121), Anticorrosion Additive	1	EA	\$7,500.00	\$ 7,500.00	\$ 9,700.00	\$ 9,700.00	\$ 6,600.00	\$ 6,600.00	\$ 12,430.00	\$ 12,430.00
89	Pipe Plug (Bulkhead)	7	EA	\$150.00	\$ 1,050.00	\$ 215.00	\$ 1,505.00	\$ 90.00	\$ 630.00	\$ 1,100.00	\$ 7,700.00
90	2' x 2' Inlet	5	EA	\$1,500.00	\$ 7,500.00	\$ 1,060.00	\$ 5,300.00	\$ 900.00	\$ 4,500.00	\$ 990.00	\$ 4,950.00
91	Precast 30" Round Inlet	17	EA	\$1,500.00	\$ 25,500.00	\$ 1,076.00	\$ 18,292.00	\$ 935.00	\$ 15,895.00	\$ 1,100.00	\$ 18,700.00
92	Remove Structure	19	EA	\$500.00	\$ 9,500.00	\$ 250.00	\$ 4,750.00	\$ 285.00	\$ 5,415.00	\$ 550.00	\$ 10,450.00
93	Rain Gardens, Remove, Salvage and Restore	1	LS	\$5,000.00	\$ 5,000.00	\$ 19,870.00	\$ 19,870.00	\$ 4,900.00	\$ 4,900.00	\$ 9,625.00	\$ 9,625.00
94	48" Storm Drainage Manhole	8	EA	\$2,500.00	\$ 20,000.00	\$ 3,884.00	\$ 31,072.00	\$ 1,850.00	\$ 14,800.00	\$ 1,925.00	\$ 15,400.00
95	24" Beehive Casting	2	EA	\$500.00	\$ 1,000.00	\$ 272.00	\$ 544.00	\$ 260.00	\$ 520.00	\$ 660.00	\$ 1,320.00
96	8" PVC Non-Pressure Utility Piping, SDR 35 (Storm)	10	LFT	\$50.00	\$ 500.00	\$ 90.00	\$ 900.00	\$ 70.00	\$ 700.00	\$ 71.50	\$ 715.00
TOTAL BASE BID					\$ 2,879,913.00		\$ 3,720,331.40		\$ 3,835,250.00		\$ 4,285,205.40

Engineer's Bid Alternate 1				Engineer's Estimate		Atlas Excavating, Inc		API Construction Corp		Dunigan Bros., Inc.	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
97	Special Backfill, No. 53/73	687	CY	\$25.00	\$ 17,175.00	\$ 35.00	\$ 24,045.00	\$ 29.75	\$ 20,438.25	\$ 36.30	\$ 24,938.10
98	Remove Tree(s)	1	EA	\$1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,300.00	\$ 1,300.00	\$ 660.00	\$ 660.00
99	Install Tree(s)	1	EA	\$1,250.00	\$ 1,250.00	\$ 650.00	\$ 650.00	\$ 400.00	\$ 400.00	\$ 379.50	\$ 379.50
100	Concrete Sidewalk, Remove and Replace	3	SYD	\$45.00	\$ 135.00	\$ 56.00	\$ 168.00	\$ 45.90	\$ 137.70	\$ 57.80	\$ 173.40
101	Residential Concrete Drive Approach	70	SYD	\$50.00	\$ 3,500.00	\$ 48.00	\$ 3,360.00	\$ 46.50	\$ 3,255.00	\$ 38.50	\$ 2,695.00
102	6" No. 53 Aggregate for Surface	75	SYD	\$30.00	\$ 2,250.00	\$ 6.00	\$ 450.00	\$ 3.75	\$ 281.25	\$ 9.90	\$ 742.50
103	24" PVC Non-Pressure Utility Piping, SDR 26 (Sanitary)	412	LFT	\$85.00	\$ 35,020.00	\$ 170.00	\$ 70,040.00	\$ 146.90	\$ 60,522.80	\$ 171.60	\$ 70,699.20
TOTAL ALTERNATE 1					\$ 60,330.00		\$ 99,213.00		\$ 86,335.00		\$ 100,287.70
Engineer's Bid Alternate 2				Engineer's Estimate		Atlas Excavating, Inc		API Construction Corp		Dunigan Bros., Inc.	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
104	24" Sanitary Manhole Casting	1	EA	\$750.00	\$ 750.00	\$ 275.00	\$ 275.00	\$ -	X	\$ 935.00	\$ 935.00
105	Special Backfill, No. 53/73	355	CY	\$25.00	\$ 8,875.00	\$ 35.00	\$ 12,425.00	\$ -	X	\$ 36.30	\$ 12,886.50
106	40" Steel Casing Utility Pipe Jacking, 0.375" (Bid Alternate 2)	178	LFT	\$500.00	\$ 89,000.00	\$ 788.00	\$ 140,264.00	\$ -	X	\$ 605.00	\$ 107,690.00
107	24" PVC Non-Pressure Utility Piping, SDR 26 (Sanitary)	213	LFT	\$85.00	\$ 18,105.00	\$ 168.00	\$ 35,784.00	\$ -	X	\$ 172.50	\$ 36,742.50
108	48" Standard Sanitary Utility Sewerage Manhole, Anticorrosion Additive	1	EA	\$4,000.00	\$ 4,000.00	\$ 7,330.00	\$ 7,330.00	\$ -	X	\$ 6,050.00	\$ 6,050.00
TOTAL ALTERNATE 2					\$ 120,730.00		\$ 196,078.00		X		\$ 164,304.00
TOTAL BASE BID + ALTERNATE 1					\$ 2,940,243.00		\$ 3,819,544.40		\$ 3,921,585.00		\$ 4,385,493.10
TOTAL BASE BID + ALTERNATE 2					\$ 3,000,643.00		\$ 3,916,409.40		X		\$ 4,449,509.40
Addendum No.1							X		X		X
Addendum No.2							X		X		X
Addendum No 3							X		X		X
Bidder's Bond							X		X		X
Form 96							X		X		X
Non-Collusion Affidavit							X		X		X
Cert In Lieu/Financial Statement							X		X		X
EBE Declaration Form							X		X		X
Vendor Disclosure Statement Form							X		X		X
											
Reviewed By											

Interoffice Memo

Date: May 7, 2014
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering / ESS
RE: St. Joe River CSO Relief Sewer
Resolution/Work Order #75876

Michael Kiester
5-8-2014

Council District #2

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "St Joe River CSO Relief Sewer" as follows: A new relief sewer that will pick up wet weather flows that are currently connected to the combined sewer system in order to reduce CSO volume to the St. Joseph River. The relief sewer will be constructed along Anthony Blvd., Northlawn Dr., Woodrow Ave., Somerset Ln. and Oswego Ave. and will consist of approximately 5,030 linear feet of 24 and 48-inch sewer pipe. It will also consist of 1,460 linear feet of 8" & 12" water main replacement and 1,050 linear feet of new storm sewer construction along Somerset Avenue.

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. Joseph River. If not constructed, Combined Sewer Overflows will continue at a higher level into the St Joseph River, thus violating our consent decree obligation and time commitment for reduction.

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

This project was advertised to contractors on March 28, 2014, April 4, 2014 in the Journal Gazette and the News Sentinel and April 2, 2014 in Frost Illustrated, Inc.

The contract for Resolution # 75876 awarded to Atlas Excavating, Inc. for \$3,819,544.40 was the lowest most responsive bidder of 3 bidders and 29.9% above the Engineer's estimate of \$2,940,243.00. The second lowest bidder was \$102,040.60 above Atlas Excavating, Inc's bid.

The cost of said project funded by 2011 Sewer Revenue Bond.

Council Introduction Date: May 13, 2014

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono/File