

**BILL NO. S-18-05-17**

**SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

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

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

**SECTION 1.** That the HOFFMAN-PUTNAM SEWER  
SEPARATION-PHASE I AND OUTFALL IMPROVEMENTS PHASE IA -  
RESOLUTION/WORK ORDER #76114 - \$4,897,055.80 by and between  
DUNIGAN BROTHERS, INC. and the City of Fort Wayne, Indiana, in  
connection with the Board of Public Works, is hereby ratified, and affirmed and  
approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power,  
transportation, miscellaneous equipment, etc., necessary for  
Construction of sewer separation and outfall piping along  
Fourth Street, North Calhoun, Sixth Street, Wells Street and  
Huffman Street. The work performed includes construction  
of approximately 4,900 linear feet of 12-inch to 72-inch pipe  
including diversion structure and existing outfall  
improvements at the St. Mary's River;

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

1                   **SECTION 2.** That this Ordinance shall be in full force and effect  
2 from and after its passage and any and all necessary approval by the Mayor.  
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6                   \_\_\_\_\_  
                    Council Member

7  
8 APPROVED AS TO FORM AND LEGALITY

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10                  \_\_\_\_\_  
11                  Carol Helton, City Attorney  
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CITY OF FORT WAYNE, INDIANA

Dunigan Bros, Inc.  
(Vendor Name)

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

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

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

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

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

**Section 1: Disclosure of Financial Interest in Vendor**

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

(i) Equity ownership exceeding 5% ☐

(ii) Distributable Income share exceeding 5% ☐

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) \_\_\_\_\_

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

Name: \_\_\_\_\_ %

Name: \_\_\_\_\_ %

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

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

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

Yes \_\_\_\_\_ No X

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- 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 X

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

Yes \_\_\_\_\_ No X

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

Yes \_\_\_\_\_ No X

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**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

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

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

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

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).

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

Yes \_\_\_\_\_ No X

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

Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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

Company / Name / Payment Terms: \_\_\_\_\_

Company / Name / Payment Terms: \_\_\_\_\_

#### Section 4: CERTIFICATION OF DISCLOSURES

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

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

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

Dunigan Bros. Inc.  
(Name of Vendor)

911 E South St, Jackson, MI 49203  
Address  
(517) 787-4720  
Telephone  
patrick@duniganbros.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) Patrick Dunigan Title President  
Signature [Signature] Date 1-18-11

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

| PROJECT: Hoffman-Purman Sewer Separation Phase I & Outfall Improvement Phase I |                                                                               |      |          |              |              |              |              |              |              |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------|----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Resolution / Work Order:                                                       |                                                                               |      |          |              |              |              |              |              |              |
| Project Designer: Anna Marie Smuck                                             |                                                                               |      |          |              |              |              |              |              |              |
| Construction Manager: Michael Kister                                           |                                                                               |      |          |              |              |              |              |              |              |
| Bid Date: (Quote Date) April 3, 2018                                           |                                                                               |      |          |              |              |              |              |              |              |
| Pricing:                                                                       |                                                                               |      |          |              |              |              |              |              |              |
| 2014B SRF Bond                                                                 |                                                                               |      |          |              |              |              |              |              |              |
| BID                                                                            |                                                                               |      |          |              |              |              |              |              |              |
| Item                                                                           | Description                                                                   | Unit | Quantity | Unit Price   | Extension    | Unit Price   | Extension    | Unit Price   | Extension    |
| 1                                                                              | Installation and Connection (Preliminary to Item 25)                          | LS   | 1        | \$350,000.00 | \$350,000.00 | \$216,000.00 | \$216,000.00 | \$195,000.00 | \$195,000.00 |
| 2                                                                              | Work Allowance                                                                | LS   | 1        | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 |
| 3                                                                              | Utility Pole Setting Allowance                                                | LS   | 1        | \$525,000.00 | \$525,000.00 | \$52,500.00  | \$52,500.00  | \$52,500.00  | \$52,500.00  |
| 4                                                                              | Street Light Pole Setting, Removal and Replacement (City Department)          | LS   | 1        | \$25,000.00  | \$25,000.00  | \$25,000.00  | \$25,000.00  | \$25,000.00  | \$25,000.00  |
| 5                                                                              | Concrete Outfall Structure with 150 Modifications                             | LS   | 1        | \$65,000.00  | \$65,000.00  | \$183,000.00 | \$183,000.00 | \$280,000.00 | \$280,000.00 |
| 6                                                                              | Concrete Structure No. 45 Construction                                        | LS   | 1        | \$80,000.00  | \$80,000.00  | \$237,000.00 | \$237,000.00 | \$372,000.00 | \$372,000.00 |
| 7                                                                              | Concrete Structure No. 45 Construction                                        | LS   | 1        | \$80,000.00  | \$80,000.00  | \$152,700.00 | \$152,700.00 | \$213,450.00 | \$213,450.00 |
| 8                                                                              | Maintenance and Protection of Traffic                                         | LS   | 1        | \$155,500.00 | \$155,500.00 | \$93,984.00  | \$93,984.00  | \$91,245.00  | \$91,245.00  |
| 9                                                                              | Protection and Stabilization Canal                                            | LS   | 1        | \$15,500.00  | \$15,500.00  | \$6,270.00   | \$6,270.00   | \$2,500.00   | \$2,500.00   |
| 10                                                                             | Plan Documentation of Conditions                                              | LS   | 1        | \$8,000.00   | \$8,000.00   | \$2,250.00   | \$2,250.00   | \$2,250.00   | \$2,250.00   |
| 11                                                                             | Well Pit                                                                      | LS   | 1        | \$8,500.00   | \$8,500.00   | \$4,144.50   | \$4,144.50   | \$4,500.00   | \$4,500.00   |
| 12                                                                             | 12" Metal Piling                                                              | LS   | 1        | \$5,000.00   | \$5,000.00   | \$3,228.00   | \$3,228.00   | \$8,700.00   | \$8,700.00   |
| 13                                                                             | Adjust Piling Casing to Grade (Final Borehole Quantity)                       | BA   | 3        | \$500.00     | \$1,500.00   | \$1,164.30   | \$1,164.30   | \$435.00     | \$435.00     |
| 14                                                                             | Concrete Support for 36" x 36" Backfill, No. 1273                             | CVD  | 10,500   | \$35.00      | \$367,500.00 | \$31,450.00  | \$31,450.00  | \$105,000.00 | \$105,000.00 |
| 15                                                                             | Excavation of Existing Material (Unauthorized Quantity)                       | CVD  | 800      | \$22.50      | \$18,000.00  | \$12,160.00  | \$12,160.00  | \$20,900.00  | \$20,900.00  |
| 16                                                                             | Additional Special Backfill for Unauthorized Material (Unauthorized Quantity) | CVD  | 300      | \$35.00      | \$10,500.00  | \$22.50      | \$22.50      | \$17,800.00  | \$17,800.00  |
| 17                                                                             | Provide Fill as Backfill                                                      | CVD  | 25       | \$300.00     | \$7,500.00   | \$2,942.50   | \$2,942.50   | \$4,950.00   | \$4,950.00   |
| 18                                                                             | Owner Requested Spot Excavation for Utilities                                 | BA   | 5        | \$850.00     | \$4,250.00   | \$2,945.00   | \$2,945.00   | \$1,550.00   | \$1,550.00   |
| 19                                                                             | Owner 36" x 36" x 12' Aggregates for Surface                                  | LS   | 1,300    | \$65.00      | \$84,500.00  | \$13,955.00  | \$13,955.00  | \$7,650.00   | \$7,650.00   |
| 20                                                                             | Cleaning and Grubbing                                                         | LS   | 1        | \$30,000.00  | \$30,000.00  | \$17,920.00  | \$17,920.00  | \$23,650.00  | \$23,650.00  |
| 21                                                                             | Asphalt Paving, 1" Gravel, Type B                                             | STD  | 3,500    | \$30.00      | \$105,000.00 | \$24,325.00  | \$24,325.00  | \$30,125.00  | \$30,125.00  |
| 22                                                                             | Asphalt Paving, 3" Bituminous, Type B                                         | STD  | 3,500    | \$45.00      | \$157,500.00 | \$33.30      | \$33.30      | \$70,000.00  | \$70,000.00  |
| 23                                                                             | Asphalt Paving, 2" Surface, Type C                                            | STD  | 460      | \$25.00      | \$11,500.00  | \$12.30      | \$12.30      | \$5,842.00   | \$5,842.00   |
| 24                                                                             | Asphalt Paving, 4" Bituminous, Type C                                         | STD  | 450      | \$50.00      | \$22,500.00  | \$9.10       | \$9.10       | \$11,600.00  | \$11,600.00  |
| 25                                                                             | Asphalt Paving, 4" Bituminous, Type C                                         | STD  | 3,650    | \$18.00      | \$65,700.00  | \$6.35       | \$6.35       | \$23,287.50  | \$23,287.50  |
| 26                                                                             | Asphalt Paving, 4" Bituminous, Type C                                         | STD  | 1,450    | \$25.00      | \$36,250.00  | \$12.30      | \$12.30      | \$18,415.00  | \$18,415.00  |
| 27                                                                             | Asphalt Paving, 1"                                                            | STD  | 3,650    | \$3.00       | \$10,950.00  | \$4.85       | \$4.85       | \$14,782.50  | \$14,782.50  |
| 28                                                                             | Asphalt Paving, 2"                                                            | STD  | 1,450    | \$13.00      | \$18,850.00  | \$4.80       | \$4.80       | \$11,600.00  | \$11,600.00  |
| 29                                                                             | Remove and Replace                                                            | LS   | 1        | \$20,000.00  | \$20,000.00  | \$6,144.00   | \$6,144.00   | \$6,000.00   | \$6,000.00   |
| 30                                                                             | Temporary Road Repair, 3" Bituminous                                          | STD  | 180      | \$35.00      | \$6,300.00   | \$18,964.00  | \$18,964.00  | \$26,000.00  | \$26,000.00  |
| 31                                                                             | Concrete Paving, 4" Bituminous, Type C                                        | STD  | 410      | \$33.00      | \$13,530.00  | \$16,345.00  | \$16,345.00  | \$20,600.00  | \$20,600.00  |
| 32                                                                             | Asphalt Paving, 4" Bituminous, Type C                                         | STD  | 1,050    | \$10.00      | \$10,500.00  | \$4.15       | \$4.15       | \$4,415.00   | \$4,415.00   |
| 33                                                                             | Reinforced Concrete Paving, 7" RCP                                            | STD  | 6,750    | \$60.00      | \$405,000.00 | \$7.20       | \$7.20       | \$385,762.50 | \$385,762.50 |
| 34                                                                             | Concrete Paving, 7" RCP                                                       | STD  | 6,750    | \$10.00      | \$67,500.00  | \$5.90       | \$5.90       | \$39,825.00  | \$39,825.00  |
| 35                                                                             | Concrete Curb, Type III, Remove and Replace                                   | LFT  | 1,050    | \$30.00      | \$31,500.00  | \$36.50      | \$36.50      | \$38,745.00  | \$38,745.00  |
| 36                                                                             | Concrete Sidewalk, Remove and Replace                                         | STD  | 420      | \$45.00      | \$18,900.00  | \$27,250.00  | \$27,250.00  | \$32,084.00  | \$32,084.00  |
| 37                                                                             | Concrete Sidewalk, Remove and Replace                                         | STD  | 120      | \$125.00     | \$15,000.00  | \$14,385.00  | \$14,385.00  | \$10,500.00  | \$10,500.00  |
| 38                                                                             | Concrete Sidewalk, Remove and Replace                                         | STD  | 40       | \$1,500.00   | \$60,000.00  | \$1,099.50   | \$1,099.50   | \$2,775.00   | \$2,775.00   |
| 39                                                                             | ADA Curb Ramps, Remove and Replace                                            | HA   | 5        | \$300.00     | \$1,500.00   | \$33.90      | \$33.90      | \$1,695.00   | \$1,695.00   |
| 40                                                                             | Reinforced Concrete Drive Approach                                            | STD  | 50       | \$88.00      | \$4,400.00   | \$6.00       | \$6.00       | \$3,000.00   | \$3,000.00   |
| 41                                                                             | Reinforced Concrete Drive Approach                                            | STD  | 90       | \$88.00      | \$7,920.00   | \$103.50     | \$103.50     | \$9,315.00   | \$9,315.00   |
| 42                                                                             | Asphalt Concrete Drive Approach                                               | STD  | 150      | \$40.00      | \$6,000.00   | \$103.50     | \$103.50     | \$15,525.00  | \$15,525.00  |
| 43                                                                             | Concrete Slab, Remove and Replace                                             | STD  | 20       | \$1,000.00   | \$20,000.00  | \$13,626.00  | \$13,626.00  | \$9,400.00   | \$9,400.00   |
| 44                                                                             | Concrete Slab, Remove and Replace                                             | STD  | 1        | \$4,000.00   | \$4,000.00   | \$5,287.00   | \$5,287.00   | \$2,950.00   | \$2,950.00   |
| 45                                                                             | Segmental Retaining Wall                                                      | LS   | 1        | \$15,000.00  | \$15,000.00  | \$1,168.70   | \$1,168.70   | \$570.00     | \$570.00     |
| 46                                                                             | Reinforced Concrete, 7" Cal.                                                  | HA   | 3        | \$600.00     | \$1,800.00   | \$520.85     | \$520.85     | \$1,652.55   | \$1,652.55   |
| 47                                                                             | Striping, 7" Cal.                                                             | HA   | 2        | \$800.00     | \$1,600.00   | \$894.20     | \$894.20     | \$1,168.70   | \$1,168.70   |
| 48                                                                             | Grass and Concrete, Lawn Grass Seed                                           | LS   | 1        | \$19,000.00  | \$19,000.00  | \$14,990.00  | \$14,990.00  | \$16,175.00  | \$16,175.00  |
| 49                                                                             | Grass and Concrete, Lawn Grass Seed                                           | LS   | 1        | \$15,000.00  | \$15,000.00  | \$4,664.00   | \$4,664.00   | \$43,650.00  | \$43,650.00  |
| 50                                                                             | 12" Double Joint Non-Pressure Utility Piping, Class III (Storm)               | LFT  | 487      | \$396.00     | \$193,872.00 | \$50,501.90  | \$50,501.90  | \$43,059.50  | \$43,059.50  |
| 51                                                                             | 12" Double Joint Non-Pressure Utility Piping, Class III (Storm)               | LFT  | 10       | \$250.00     | \$2,500.00   | \$988.05     | \$988.05     | \$455.00     | \$455.00     |
| 52                                                                             | 12" RCP Non-Pressure Utility Piping, Class IV (Storm)                         | LFT  | 320      | \$75.00      | \$24,000.00  | \$28,434.25  | \$28,434.25  | \$70.50      | \$70.50      |
| 53                                                                             | 12" RCP Non-Pressure Utility Piping, Class III (Storm)                        | LFT  | 54       | \$90.00      | \$4,860.00   | \$9,029.50   | \$9,029.50   | \$82.20      | \$82.20      |
| 54                                                                             | 48"x60" HECF Non-Pressure Utility Piping, HB III (Storm)                      | LFT  | 328      | \$458.00     | \$147,600.00 | \$119,900.40 | \$119,900.40 | \$270.00     | \$270.00     |
| 55                                                                             | 48"x60" HECF Non-Pressure Utility Piping, HB III (Storm)                      | LFT  | 1,235    | \$417.00     | \$515,550.00 | \$414.50     | \$414.50     | \$514,441.00 | \$514,441.00 |
| 56                                                                             | 12" HDPE Non-Pressure Utility Piping                                          | LFT  | 21       | \$55.00      | \$1,155.00   | \$85.20      | \$85.20      | \$75.00      | \$75.00      |
| 57                                                                             | 12" HDPE Non-Pressure Utility Piping                                          | LFT  | 194      | \$417.00     | \$80,838.00  | \$79,220.50  | \$79,220.50  | \$89,420.00  | \$89,420.00  |
| 58                                                                             | 12" RCP Non-Pressure Utility Piping (Storm)                                   | LFT  | 20       | \$75.00      | \$1,500.00   | \$91.85      | \$91.85      | \$1,837.00   | \$1,837.00   |
| 59                                                                             | 12" RCP Non-Pressure Utility Piping (Storm)                                   | LFT  | 54       | \$90.00      | \$4,860.00   | \$9,029.50   | \$9,029.50   | \$82.20      | \$82.20      |
| 60                                                                             | 12" RCP Non-Pressure Utility Piping (Storm)                                   | LFT  | 22       | \$115.00     | \$2,530.00   | \$3,823.20   | \$3,823.20   | \$120.85     | \$120.85     |
| 61                                                                             | 12" RCP Non-Pressure Utility Piping (Storm)                                   | LFT  | 2,034    | \$75.00      | \$152,550.00 | \$71.70      | \$71.70      | \$649,140.00 | \$649,140.00 |

|                |                                                                        |     |     |             |                 |              |                 |              |                 |              |                 |              |                 |
|----------------|------------------------------------------------------------------------|-----|-----|-------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| 62             | Water Main Lowering (Connect to Existing Water Main "Cut in Piping")   | 8   | EA  | \$5,000.00  | \$ 40,000.00    | \$ 9,853.00  | \$ 78,824.00    | \$ 8,700.00  | \$ 65,800.00    | \$ 6,200.00  | \$ 49,000.00    | \$ 6,100.00  | \$ 48,800.00    |
| 63             | Water Main Relocation (Connect to Existing Water Main "Cut in Piping") | 2   | EA  | \$8,000.00  | \$ 16,000.00    | \$ 13,827.00 | \$ 27,654.00    | \$ 12,850.00 | \$ 25,700.00    | \$ 9,925.00  | \$ 19,850.00    | \$ 6,400.00  | \$ 13,800.00    |
| 64             | Removal of Valve Boxes                                                 | 1   | EA  | \$250.00    | \$ 250.00       | \$ 47.85     | \$ 47.85        | \$ 165.00    | \$ 165.00       | \$ 600.00    | \$ 600.00       | \$ 600.00    | \$ 600.00       |
| 65             | Cut & Plug (Water Main Abandonment)                                    | 1   | EA  | \$1,750.00  | \$ 1,750.00     | \$ 183.58    | \$ 183.58       | \$ 700.00    | \$ 700.00       | \$ 3,805.00  | \$ 3,805.00     | \$ 980.00    | \$ 980.00       |
| 66             | Water Service Replacement, (Undistributed Quantity)                    | 10  | EA  | \$1,750.00  | \$ 17,500.00    | \$ 1,673.00  | \$ 16,730.00    | \$ 2,140.00  | \$ 21,400.00    | \$ 3,075.00  | \$ 30,750.00    | \$ 1,000.00  | \$ 10,000.00    |
| 67             | Water Service Reconnection, (Undistributed Quantity)                   | 40  | EA  | \$800.00    | \$ 32,000.00    | \$ 525.75    | \$ 21,030.00    | \$ 420.00    | \$ 20,880.00    | \$ 750.00    | \$ 30,750.00    | \$ 1,000.00  | \$ 49,000.00    |
| 68             | 12" Resilient Seat Gate Valve and Box                                  | 1   | EA  | \$2,500.00  | \$ 2,500.00     | \$ 2,270.50  | \$ 2,270.50     | \$ 8,750.00  | \$ 8,750.00     | \$ 8,950.00  | \$ 8,950.00     | \$ 9,100.00  | \$ 9,100.00     |
| 69             | 6" Resilient Seat Gate Valve and Box                                   | 1   | EA  | \$1,500.00  | \$ 1,500.00     | \$ 873.75    | \$ 873.75       | \$ 3,975.00  | \$ 3,975.00     | \$ 2,750.00  | \$ 2,750.00     | \$ 2,800.00  | \$ 2,800.00     |
| 70             | Pipe Plug, 48" and Smaller (Bulkhead)                                  | 13  | EA  | \$500.00    | \$ 6,500.00     | \$ 525.75    | \$ 6,834.75     | \$ 165.00    | \$ 2,145.00     | \$ 600.00    | \$ 7,800.00     | \$ 800.00    | \$ 6,500.00     |
| 71             | Pipe Plug, Larger than 48" (Bulkhead)                                  | 1   | EA  | \$1,000.00  | \$ 1,000.00     | \$ 2,309.00  | \$ 2,309.00     | \$ 385.00    | \$ 385.00       | \$ 650.00    | \$ 650.00       | \$ 3,500.00  | \$ 3,500.00     |
| 72             | Cut and Plug (Sewer Pipe Abandonment)                                  | 20  | EA  | \$40.00     | \$ 8,000.00     | \$ 262.90    | \$ 5,258.00     | \$ 100.00    | \$ 2,000.00     | \$ 975.00    | \$ 19,500.00    | \$ 280.00    | \$ 5,600.00     |
| 73             | 13" Round Catch Basin                                                  | 24  | EA  | \$2,000.00  | \$ 48,000.00    | \$ 2,325.00  | \$ 55,800.00    | \$ 2,250.00  | \$ 54,000.00    | \$ 3,250.00  | \$ 78,000.00    | \$ 4,200.00  | \$ 100,800.00   |
| 74             | Precast 33" Round Inlet                                                | 11  | EA  | \$2,000.00  | \$ 22,000.00    | \$ 1,947.00  | \$ 21,417.00    | \$ 1,400.00  | \$ 15,400.00    | \$ 2,250.00  | \$ 24,750.00    | \$ 2,000.00  | \$ 22,000.00    |
| 75             | 48" Catch Basin                                                        | 3   | EA  | \$4,000.00  | \$ 12,000.00    | \$ 3,701.50  | \$ 11,104.50    | \$ 2,610.00  | \$ 7,830.00     | \$ 4,205.00  | \$ 12,615.00    | \$ 6,500.00  | \$ 19,500.00    |
| 76             | Drain Basin with Dished Grate                                          | 3   | EA  | \$2,000.00  | \$ 6,000.00     | \$ 1,182.50  | \$ 3,547.50     | \$ 1,500.00  | \$ 4,500.00     | \$ 1,885.00  | \$ 5,655.00     | \$ 2,500.00  | \$ 7,500.00     |
| 77             | Remove Existing Structure                                              | 30  | EA  | \$500.00    | \$ 15,000.00    | \$ 438.15    | \$ 13,144.50    | \$ 325.00    | \$ 9,750.00     | \$ 725.00    | \$ 21,750.00    | \$ 200.00    | \$ 6,000.00     |
| 78             | 6" Perforated Pipe                                                     | 170 | LFT | \$6.00      | \$ 1,020.00     | \$ 13.35     | \$ 2,269.50     | \$ 17.40     | \$ 2,958.00     | \$ 37.50     | \$ 6,375.00     | \$ 11.00     | \$ 1,870.00     |
| 79             | 6" Non-Perforated Pipe                                                 | 65  | LFT | \$10.00     | \$ 650.00       | \$ 13.65     | \$ 900.90       | \$ 21.95     | \$ 1,427.75     | \$ 28.50     | \$ 1,852.50     | \$ 42.00     | \$ 2,730.00     |
| 80             | Cleanout                                                               | 4   | EA  | \$200.00    | \$ 800.00       | \$ 289.80    | \$ 1,159.20     | \$ 70.00     | \$ 280.00       | \$ 370.00    | \$ 1,480.00     | \$ 300.00    | \$ 1,200.00     |
| 81             | Bioinert Limestone Area                                                | 100 | SYD | \$50.00     | \$ 5,000.00     | \$ 35.00     | \$ 3,500.00     | \$ 125.00    | \$ 12,500.00    | \$ 49.00     | \$ 4,900.00     | \$ 80.00     | \$ 8,000.00     |
| 82             | Concrete Curb Cut                                                      | 6   | EA  | \$750.00    | \$ 4,500.00     | \$ 166.95    | \$ 1,001.70     | \$ 380.00    | \$ 2,280.00     | \$ 200.00    | \$ 1,200.00     | \$ 250.00    | \$ 1,500.00     |
| 83             | 48" Storm Drainage Manhole                                             | 6   | EA  | \$4,000.00  | \$ 24,000.00    | \$ 3,250.00  | \$ 19,500.00    | \$ 2,600.00  | \$ 15,600.00    | \$ 3,275.00  | \$ 19,650.00    | \$ 7,000.00  | \$ 42,000.00    |
| 84             | 72" Storm Drainage Manhole                                             | 5   | EA  | \$12,500.00 | \$ 62,500.00    | \$ 6,794.50  | \$ 31,472.50    | \$ 7,250.00  | \$ 36,250.00    | \$ 7,200.00  | \$ 36,000.00    | \$ 20,000.00 | \$ 100,000.00   |
| 85             | 76" Storm Drainage Manhole                                             | 1   | EA  | \$17,500.00 | \$ 17,500.00    | \$ 10,104.00 | \$ 10,104.00    | \$ 15,195.00 | \$ 15,195.00    | \$ 15,100.00 | \$ 15,100.00    | \$ 23,000.00 | \$ 23,000.00    |
| 86             | Special 4' x 8' Box Storm Drainage Manhole                             | 1   | EA  | \$30,000.00 | \$ 30,000.00    | \$ 15,415.00 | \$ 15,415.00    | \$ 13,950.00 | \$ 13,950.00    | \$ 15,355.00 | \$ 15,355.00    | \$ 25,000.00 | \$ 25,000.00    |
| 87             | Special 4' x 9' Box Storm Drainage Manhole                             | 3   | EA  | \$40,000.00 | \$ 120,000.00   | \$ 12,363.00 | \$ 37,089.00    | \$ 17,550.00 | \$ 52,650.00    | \$ 16,525.00 | \$ 49,575.00    | \$ 26,000.00 | \$ 78,000.00    |
| 88             | Special 5' x 8' Box Storm Drainage Manhole                             | 1   | EA  | \$40,000.00 | \$ 40,000.00    | \$ 23,410.00 | \$ 23,410.00    | \$ 23,500.00 | \$ 23,500.00    | \$ 23,525.00 | \$ 23,525.00    | \$ 30,000.00 | \$ 30,000.00    |
| 89             | Special 5' x 9' Box Storm Drainage Manhole                             | 2   | EA  | \$50,000.00 | \$ 100,000.00   | \$ 25,192.00 | \$ 50,384.00    | \$ 26,950.00 | \$ 53,900.00    | \$ 28,000.00 | \$ 56,000.00    | \$ 33,500.00 | \$ 67,000.00    |
| 90             | Special 5' x 10' Box Storm Drainage Manhole                            | 1   | EA  | \$60,000.00 | \$ 60,000.00    | \$ 24,801.00 | \$ 24,801.00    | \$ 25,500.00 | \$ 25,500.00    | \$ 26,050.00 | \$ 26,050.00    | \$ 35,000.00 | \$ 35,000.00    |
| 91             | Flap Gate                                                              | 2   | EA  | \$15,500.00 | \$ 31,000.00    | \$ 7,567.00  | \$ 15,134.00    | \$ 17,500.00 | \$ 35,000.00    | \$ 22,250.00 | \$ 44,500.00    | \$ 7,700.00  | \$ 15,400.00    |
| TOTAL BASE BID |                                                                        |     |     |             | \$ 5,085,245.00 |              | \$ 4,599,951.85 |              | \$ 4,615,695.00 |              | \$ 6,350,391.50 |              | \$ 6,741,083.00 |

#### BID ALTERNATE 1 - HUFFMAN-PUTNAM SEWER SEPARATION

| Item # | Description                                                                   | Quantity | Unit | Unit Price | Extension     | Unit Price  | Extension    | Unit Price  | Extension     | Unit Price  | Extension    | Unit Price  | Extension     |
|--------|-------------------------------------------------------------------------------|----------|------|------------|---------------|-------------|--------------|-------------|---------------|-------------|--------------|-------------|---------------|
| 1-1    | Contractor Supplied Special Backfill, No. 5973                                | 1,399    | CYD  | \$35.00    | \$ 48,365.00  | \$ 31.75    | \$ 44,226.00 | \$ 10.00    | \$ 13,990.00  | \$ 49.50    | \$ 69,259.50 | \$ 23.99    | \$ 33,769.00  |
| 1-2    | Excavation of Unsuitable Material, (Undistributed Quantity)                   | 100      | CYD  | \$22.50    | \$ 2,250.00   | \$ 15.20    | \$ 1,520.00  | \$ 20.00    | \$ 2,000.00   | \$ 16.00    | \$ 1,600.00  | \$ 18.00    | \$ 1,800.00   |
| 1-3    | Additional Special Backfill for Unsuitable Material, (Undistributed Quantity) | 100      | CYD  | \$35.00    | \$ 3,500.00   | \$ 22.45    | \$ 2,245.00  | \$ 22.25    | \$ 2,225.00   | \$ 39.75    | \$ 3,975.00  | \$ 35.00    | \$ 3,500.00   |
| 1-4    | Flowable Fill as Backfill                                                     | 1        | CYD  | \$180.00   | \$ 180.00     | \$ 117.70   | \$ 117.70    | \$ 152.00   | \$ 152.00     | \$ 150.00   | \$ 150.00    | \$ 115.00   | \$ 115.00     |
| 1-5    | Asphalt Patching, 1" Surface, Type B                                          | 140      | SYD  | \$20.00    | \$ 2,800.00   | \$ 6.95     | \$ 973.00    | \$ 5.75     | \$ 805.00     | \$ 7.75     | \$ 1,085.00  | \$ 8.00     | \$ 1,120.00   |
| 1-6    | Asphalt Patching, 3" Intermediate, Type B                                     | 140      | SYD  | \$20.00    | \$ 2,800.00   | \$ 33.30    | \$ 4,662.00  | \$ 20.00    | \$ 2,800.00   | \$ 36.00    | \$ 5,040.00  | \$ 11.00    | \$ 1,540.00   |
| 1-7    | Asphalt Patching, 2" Surface, Type C                                          | 150      | SYD  | \$25.00    | \$ 3,750.00   | \$ 12.70    | \$ 1,905.00  | \$ 10.40    | \$ 1,560.00   | \$ 14.25    | \$ 2,137.50  | \$ 11.00    | \$ 1,650.00   |
| 1-8    | Asphalt Patching, 4" Intermediate, Type C                                     | 150      | SYD  | \$20.00    | \$ 3,000.00   | \$ 39.10    | \$ 5,865.00  | \$ 26.00    | \$ 3,900.00   | \$ 48.35    | \$ 7,252.50  | \$ 14.00    | \$ 2,100.00   |
| 1-9    | Asphalt Resurfacing, Residential/Collector 1"                                 | 90       | SYD  | \$20.00    | \$ 1,800.00   | \$ 6.95     | \$ 625.50    | \$ 5.75     | \$ 517.50     | \$ 7.75     | \$ 697.50    | \$ 6.00     | \$ 540.00     |
| 1-10   | Asphalt Resurfacing, Arterial 2"                                              | 355      | SYD  | \$25.00    | \$ 8,875.00   | \$ 12.70    | \$ 4,508.50  | \$ 10.40    | \$ 3,692.00   | \$ 14.25    | \$ 5,047.50  | \$ 8.00     | \$ 2,840.00   |
| 1-11   | Asphalt Milling, 1"                                                           | 90       | SYD  | \$3.00     | \$ 270.00     | \$ 4.05     | \$ 364.50    | \$ 4.00     | \$ 360.00     | \$ 4.50     | \$ 405.00    | \$ 2.50     | \$ 225.00     |
| 1-12   | Asphalt Milling, 2"                                                           | 355      | SYD  | \$3.00     | \$ 1,065.00   | \$ 4.60     | \$ 1,635.00  | \$ 8.00     | \$ 2,840.00   | \$ 5.20     | \$ 1,854.00  | \$ 3.25     | \$ 1,151.25   |
| 1-13   | Reinforced Concrete Pavement, 1" FCB                                          | 760      | SYD  | \$60.00    | \$ 45,600.00  | \$ 61.65    | \$ 46,854.00 | \$ 61.00    | \$ 46,380.00  | \$ 66.00    | \$ 50,160.00 | \$ 74.00    | \$ 56,240.00  |
| 1-14   | Concrete Pavement Removal                                                     | 760      | SYD  | \$10.00    | \$ 7,600.00   | \$ 5.90     | \$ 4,484.00  | \$ 13.50    | \$ 10,260.00  | \$ 14.50    | \$ 11,020.00 | \$ 5.00     | \$ 3,800.00   |
| 1-15   | Concrete Curb, Type H-B, Remove and Replace                                   | 175      | LFT  | \$35.00    | \$ 6,125.00   | \$ 41.35    | \$ 7,236.25  | \$ 41.60    | \$ 7,280.00   | \$ 44.00    | \$ 7,700.00  | \$ 30.00    | \$ 5,250.00   |
| 1-16   | Concrete Curb, Type H-B, Remove and Replace                                   | 190      | LFT  | \$35.00    | \$ 6,650.00   | \$ 36.90    | \$ 7,011.00  | \$ 64.00    | \$ 12,160.00  | \$ 46.50    | \$ 8,835.00  | \$ 25.00    | \$ 4,750.00   |
| 1-17   | Concrete Sidewalk, Remove and Replace                                         | 40       | SYD  | \$65.00    | \$ 2,600.00   | \$ 66.25    | \$ 2,650.00  | \$ 81.00    | \$ 3,240.00   | \$ 90.00    | \$ 3,600.00  | \$ 72.00    | \$ 2,880.00   |
| 1-18   | Concrete Sidewalk, Remove and Replace                                         | 50       | SYD  | \$125.00   | \$ 6,250.00   | \$ 123.05   | \$ 6,152.50  | \$ 118.00   | \$ 5,900.00   | \$ 164.00   | \$ 8,200.00  | \$ 90.00    | \$ 4,500.00   |
| 1-19   | ADA Curb Ramp, (All Types), Remove and Replace                                | 6        | EA   | \$1,500.00 | \$ 9,000.00   | \$ 1,057.50 | \$ 6,345.00  | \$ 2,450.00 | \$ 14,700.00  | \$ 1,550.00 | \$ 9,300.00  | \$ 1,600.00 | \$ 9,600.00   |
| 1-20   | ADA Curb Ramp, Surface Mount Tactile Unit                                     | 2        | EA   | \$300.00   | \$ 600.00     | \$ 333.90   | \$ 667.80    | \$ 430.00   | \$ 860.00     | \$ 400.00   | \$ 800.00    | \$ 850.00   | \$ 1,700.00   |
| 1-21   | Residential Concrete Drive Approach                                           | 35       | SYD  | \$80.00    | \$ 2,800.00   | \$ 97.40    | \$ 3,409.00  | \$ 105.50   | \$ 3,692.50   | \$ 118.00   | \$ 4,130.00  | \$ 165.00   | \$ 5,775.00   |
| 1-22   | Lawns and Grasses, Lawn Grass Seed                                            | 1        | LS   | \$4,000.00 | \$ 4,000.00   | \$ 1,070.50 | \$ 1,070.50  | \$ 1,000.00 | \$ 1,000.00   | \$ 3,600.00 | \$ 3,600.00  | \$ 1,200.00 | \$ 1,200.00   |
| 1-23   | 12" RCP Non-Pressure Utility Piping, Class IV (Storm)                         | 219      | LFT  | \$75.00    | \$ 16,425.00  | \$ 88.00    | \$ 19,272.00 | \$ 40.00    | \$ 8,760.00   | \$ 48.25    | \$ 10,556.75 | \$ 100.00   | \$ 21,900.00  |
| 1-24   | 15" RCP Non-Pressure Utility Piping, Class III (Storm)                        | 20       | LFT  | \$90.00    | \$ 1,800.00   | \$ 97.10    | \$ 1,942.00  | \$ 90.00    | \$ 1,800.00   | \$ 69.75    | \$ 1,395.00  | \$ 115.00   | \$ 2,300.00   |
| 1-25   | 18" RCP Non-Pressure Utility Piping, Class III (Storm)                        | 39       | LFT  | \$105.00   | \$ 4,095.00   | \$ 97.85    | \$ 3,816.15  | \$ 117.50   | \$ 4,582.50   | \$ 93.50    | \$ 3,646.50  | \$ 120.00   | \$ 4,680.00   |
| 1-26   | 48" PP Non-Pressure Utility Piping (Storm)                                    | 303      | LFT  | \$350.00   | \$ 106,050.00 | \$ 258.45   | \$ 78,310.35 | \$ 425.00   | \$ 128,075.00 | \$ 249.00   | \$ 76,447.00 | \$ 400.00   | \$ 121,200.00 |
| 1-27   | 42" PP Non-Pressure Utility Piping (Storm)                                    | 41       | LFT  | \$300.00   | \$ 12,300.00  | \$ 251.90   | \$ 10,327.90 | \$ 320.00   | \$ 13,120.00  | \$ 213.00   | \$ 8,733.00  | \$ 360.00   | \$ 14,760.00  |
| 1-28   | 12" PP Non-Pressure Utility Piping (Storm)                                    | 132      | LFT  | \$65.00    | \$ 8,680.00   | \$ 83.70    | \$ 11,048.40 | \$ 60.00    | \$ 7,920.00   | \$ 46.25    | \$ 6,105.00  | \$ 110.00   | \$ 14,520.00  |
| 1-29   | Water Service Replacement, (Undistributed Quantity)                           | 6        | EA   | \$1,750.00 | \$ 10,500.00  | \$ 1,708.00 | \$ 10,248.00 | \$ 2,140.00 | \$ 12,840.00  | \$ 3,075.00 | \$ 18,450.00 | \$ 850.00   | \$ 5,100.00   |
| 1-30   | Pipe Plug, 48" and Smaller (Bulkhead)                                         | 3        | EA   | \$300.00   | \$ 900.00     | \$ 375.50   | \$ 1,126.50  | \$ 750.00   | \$ 2,250.00   | \$ 1,575.00 | \$ 4,725.00  | \$ 400.00   | \$ 1,200.00   |
| 1-31   | Cut and Plug (Sewer Pipe Abandonment)                                         | 4        | EA   | \$40.00    | \$ 160.00     | \$ 262.90   | \$ 1,051.60  | \$ 110.00   | \$ 440.00     | \$ 975.00   | \$ 3,900.00  | \$ 280.00   | \$ 1,120.00   |
| 1-32   | 33" Round Catch Basin                                                         | 1        | EA   | \$2,000.00 | \$ 2,000.00   | \$ 2,325.00 | \$ 2,325.00  | \$ 2,250.00 | \$ 2,250.00   | \$ 2,825.00 | \$ 2,825.00  | \$ 3,800.00 | \$ 3,800.00   |
| 1-33   | Precast 33" Round Inlet                                                       | 4        | EA   | \$1,000.00 | \$ 4,000.00   | \$ 1,965.50 | \$ 7,862.00  | \$ 1,400.00 | \$ 5,600.00   | \$ 2,750.00 | \$ 11,000.00 | \$ 2,000.00 | \$ 8,000.00   |
| 1-34   | 48" Catch Basin                                                               | 1        | EA   | \$4,000.00 | \$ 4,000.00   | \$ 3,679.50 | \$ 3,679.50  | \$ 2,610.00 | \$ 2,610.00   | \$ 4,205.00 | \$ 4,205.00  | \$ 6,000.00 | \$ 6,000.00   |
| 1-35   | Remove Existing Structure                                                     | 6        | EA   | \$300.00   | \$ 1,800.00   | \$ 438.15   | \$ 2,628.90  | \$ 325.00   | \$ 1,950.00   | \$ 725.00   | \$ 4,350.00  | \$ 150.00   | \$ 900.00     |
| 1-36   | 48" Storm Drainage Manhole                                                    | 2        | EA   | \$4,000.00 | \$ 8,000.00   | \$ 3,260.00 | \$ 6,520.00  | \$ 2,500.00 | \$ 5,000.00   | \$ 3,925.00 | \$ 7,850.00  | \$ 6,500.00 | \$ 13,000.00  |





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

Resolution 76114

Work Order 76114

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

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

**ARTICLE 1 – WORK**

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

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

**ARTICLE 2 – THE PROJECT**

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

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

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence

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

#### 4.02 Days to Achieve Substantial Completion and Final Payment

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

#### 4.03 Liquidated Damages

- B. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$2,500** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1,000** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. Not used.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in this Paragraph 5.01.B:

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

UNIT PRICE WORK

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

TOTAL OF ALL UNIT PRICES

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

(\$4,897,055.80)

C. Not Used.

**ARTICLE 6 – PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

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

**6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 45 days of receipt during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions.

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

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

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. However, payments to the Contractor are not to exceed 95% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the Indiana Finance Authority (IFA) State Revolving Fund (SRF) goals stipulated in Paragraph 10.06. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 14.07 of the General Conditions, and good faith efforts to comply with the IFA/SRF participation requirements; subject to reduction in the event of non-compliance as provided in Paragraph 10.06.

**C. Escrow Agreement.**

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

ARTICLE 5 – BASIS OF BID

Name Dunigan Bros., Inc.

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

| 76114-HUFFMAN - PUTNAM |               |                                                                                |                    |      |                      |                      |
|------------------------|---------------|--------------------------------------------------------------------------------|--------------------|------|----------------------|----------------------|
| BASE BID SCHEDULE      |               |                                                                                |                    |      |                      |                      |
| ITEM #                 | WORK ITEM #   | DESCRIPTION OF ITEM                                                            | ESTIMATED QUANTITY | UNIT | UNIT PRICE           | AMOUNT               |
| 1                      | 01 11 21-A    | Mobilization and Demobilization (Not to Exceed 5%)                             | 1                  | LS   | 216,000 <sup>-</sup> | 216,000 <sup>-</sup> |
| 2                      | 01 11 21-B    | Work Allowance                                                                 | 1                  | LS   | \$125,000.00         | \$125,000.00         |
| 3                      | 01 11 21-C    | Utility Pole Bracing Allowance                                                 | 1                  | LS   | \$52,500.00          | \$52,500.00          |
| 4                      | 01 11 21-D    | Street Light Pole Bracing, Removal and Replacement Allowance (City Determined) | 1                  | LS   | \$25,000.00          | \$25,000.00          |
| 5                      | 01 11 21-E    | Concrete Outfall Structure M10 150 Modifications                               | 1                  | LS   | 183,080 <sup>-</sup> | 183,080 <sup>-</sup> |
| 6                      | 01 11 21-F    | Concrete Structure No. 44 Construction                                         | 1                  | LS   | 237,262 <sup>-</sup> | 237,262 <sup>-</sup> |
| 7                      | 01 11 21-G    | Concrete Structure No. 45 Construction                                         | 1                  | LS   | 152,780 <sup>-</sup> | 152,780 <sup>-</sup> |
| 8                      | 01 55 26-A    | Maintenance and Protection of Traffic                                          | 1                  | LS   | 43,984 <sup>-</sup>  | 43,984 <sup>-</sup>  |
| 9                      | 01 57 13-A    | Erosion and Sedimentation Control                                              | 1                  | LS   | 6370.50              | 6370.50              |
| 10                     | 01 71 16.13-A | Video Documentation of Conditions                                              | 1                  | LS   | 2226 <sup>-</sup>    | 2226 <sup>-</sup>    |
| 11                     | 05 50 00-A    | Weir Plates                                                                    | 1                  | LS   | 4144.50              | 4144.50              |
| 12                     | 05 52 13-A    | 42" Metal Railing                                                              | 1                  | LS   | 3228 <sup>-</sup>    | 3228 <sup>-</sup>    |
| 13                     | 05 56 00-A    | Adjust Existing Casting to Grade (Undistribute Quantity)                       | 3                  | EA   | 388.10               | 1164.30              |
| 14                     | 31 00 05-A1   | Contractor Supplied Special Backfill, No. 53/73                                | 10,500             | CYD  | 31.50                | 330,750 <sup>-</sup> |
| 15                     | 31 00 05-B    | Excavation of Unsuitable Material, (Undistributed Quantity)                    | 800                | CYD  | 15.20                | 12,160 <sup>-</sup>  |
| 16                     | 31 00 05-C    | Additional Special Backfill for Unsuitable Material, (Undistributed Quantity)  | 800                | CYD  | 22.50                | 18,000 <sup>-</sup>  |
| 17                     | 31 00 05-D    | Flowable Fill as Backfill                                                      | 25                 | CYD  | 117.70               | 2942.50              |
| 18                     | 31 00 05-E    | Owner Requested Spot Excavation for Utilities                                  | 5                  | EA   | 2948.50              | 14,742.50            |
| 19                     | 31 00 05-F    | 6" No. 53/No. 73 Aggregate for Surface                                         | 1,380              | SYD  | 9.75                 | 13,455 <sup>-</sup>  |
| 20                     | 31 11 00-A    | Clearing and Grubbing                                                          | 1                  | LS   | 17,920 <sup>-</sup>  | 17,920 <sup>-</sup>  |
| 21                     | 32 12 16-A    | Asphalt Patching, 1" Surface, Type B                                           | 3,500              | SYD  | 6.95                 | 24,325 <sup>-</sup>  |

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

|    |               |                                                                          |       |     |         |            |
|----|---------------|--------------------------------------------------------------------------|-------|-----|---------|------------|
| 50 | 33 05 33.13-A | 12" Ductile Iron Non-Pressure Utility Piping, CL 350 (Storm)             | 487   | LFT | 103.70  | 50,501.90  |
| 51 | 33 05 33.13-B | 48" Ductile Iron Non-Pressure Utility Piping, CL 250 (Storm)             | 10    | LFT | 988.05  | 9880.50    |
| 52 | 33 05 34.13-A | 12" RCP Non-Pressure Utility Piping, Class IV (Storm)                    | 323   | LFT | 87.75   | 28,343.25  |
| 53 | 33 05 34.13-B | 15" RCP Non-Pressure Utility Piping, Class III (Storm)                   | 54    | LFT | 94.25   | 5089.50    |
| 54 | 33 05 34.13-C | 43"x68" HECF Non-Pressure Utility Piping, HE III (Storm)                 | 328   | LFT | 365.55  | 119,900.40 |
| 55 | 33 05 34.13-D | 48"x76" HECF Non-Pressure Utility Piping, HE III (Storm)                 | 1,258 | LFT | 414.50  | 521,441    |
| 56 | 33 05 34.13-E | 72" RCP Non-Pressure Utility Piping, Class III (Storm)                   | 194   | LFT | 403.20  | 78,220.80  |
| 57 | 33 05 38.13-A | 12" HDPE Non-Pressure Utility Piping                                     | 22    | LFT | 85.70   | 1885.40    |
| 58 | 33 05 51-A    | 15" PP Non-Pressure Utility Piping (Storm)                               | 20    | LFT | 91.85   | 1837       |
| 59 | 33 05 51-B    | 18" PP Non-Pressure Utility Piping (Storm)                               | 54    | LFT | 96.95   | 5235.30    |
| 60 | 33 05 51-C    | 24" PP Non-Pressure Utility Piping (Storm)                               | 32    | LFT | 110.10  | 3523.20    |
| 61 | 33 05 51-D    | 48" PP Non-Pressure Utility Piping (Storm)                               | 2,094 | LFT | 271.70  | 568939.80  |
| 62 | 33 11 00-A    | Water Main Lowering (Connect to Existing Water Main "Cut in Fittings")   | 8     | EA  | 4853    | 78,824     |
| 63 | 33 11 00-B    | Water Main Relocation (Connect to Existing Water Main "Cut in Fittings") | 2     | EA  | 13,827  | 27,654     |
| 64 | 33 11 00-C    | Removal of Valve Boxes                                                   | 1     | EA  | 47.85   | 47.85      |
| 65 | 33 11 00-D    | Cut & Plug (Water Main Abandonment)                                      | 1     | EA  | 183.55  | 183.55     |
| 66 | 33 12 00-A    | Water Service Replacement, (Undistributed Quantity)                      | 10    | EA  | 1673    | 16,730     |
| 67 | 33 12 00-B    | Water Service Reconnection, (Undistributed Quantity)                     | 49    | EA  | 525.75  | 25,761.75  |
| 68 | 33 12 00-C    | 12" Resilient Seat Gate Valve and Box                                    | 1     | EA  | 2270.50 | 2270.50    |
| 69 | 33 12 00-D    | 6" Resilient Seat Gate Valve and Box                                     | 1     | EA  | 873.75  | 873.75     |
| 70 | 33 41 00-A    | Pipe Plug, 48" and Smaller (Bulkhead)                                    | 13    | EA  | 525.75  | 6834.75    |
| 71 | 33 41 00-B    | Pipe Plug, Larger than 48" (Bulkhead)                                    | 1     | EA  | 2309    | 2309       |

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

| ALTERNATES SCHEDULE (ALL ALTERNATES MUST BE BID)                           |             |                                                                               |                    |      |            |         |
|----------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------|--------------------|------|------------|---------|
| Bid Alternate 1 - Huffman Street Sewer Separation (Station 18+90 to 22+45) |             |                                                                               |                    |      |            |         |
| ITEM #                                                                     | WORK ITEM # | DESCRIPTION OF ITEM                                                           | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
| 1-1                                                                        | 31 00 05-A1 | Contractor Supplied Special Backfill, No. 53/73                               | 1,300              | CYD  | 31.75      | 41,275- |
| 1-2                                                                        | 31 00 05-B  | Excavation of Unsuitable Material, (Undistributed Quantity)                   | 100                | CYD  | 15.20      | 1520-   |
| 1-3                                                                        | 31 00 05-C  | Additional Special Backfill for Unsuitable Material, (Undistributed Quantity) | 100                | CYD  | 22.45      | 2245-   |
| 1-4                                                                        | 31 00 05-D  | Flowable Fill as Backfill                                                     | 1                  | CYD  | 117.70     | 117.70  |
| 1-5                                                                        | 32 12 16-A  | Asphalt Patching, 1" Surface, Type B                                          | 140                | SYD  | 6.95       | 973-    |
| 1-6                                                                        | 32 12 16-B  | Asphalt Patching, 3" Intermediate, Type B                                     | 140                | SYD  | 33.30      | 4662-   |
| 1-7                                                                        | 32 12 16-C  | Asphalt Patching, 2" Surface, Type C                                          | 150                | SYD  | 12.70      | 1905-   |
| 1-8                                                                        | 32 12 16-D  | Asphalt Patching, 4" Intermediate, Type C                                     | 150                | SYD  | 39.10      | 5865-   |
| 1-9                                                                        | 32 12 16-E  | Asphalt Resurfacing, Residential/Collector 1"                                 | 90                 | SYD  | 6.95       | 625.50  |
| 1-10                                                                       | 32 12 16-F  | Asphalt Resurfacing, Arterial 2"                                              | 385                | SYD  | 12.70      | 4889.50 |
| 1-11                                                                       | 32 12 16-G  | Asphalt Milling, 1"                                                           | 90                 | SYD  | 4.05       | 364.50  |
| 1-12                                                                       | 32 12 16-H  | Asphalt Milling, 2"                                                           | 385                | SYD  | 4.60       | 1771-   |
| 1-13                                                                       | 32 13 00-A  | Residential Concrete Pavement, 7" PCCP                                        | 760                | SYD  | 61.65      | 46,854- |
| 1-14                                                                       | 32 13 00-B  | Concrete Pavement Removal                                                     | 760                | SYD  | 5.90       | 4484-   |
| 1-15                                                                       | 32 16 00-A  | Concrete Curb, Type II-B, Remove and Replace                                  | 175                | LFT  | 41.35      | 7236.25 |
| 1-16                                                                       | 32 16 00-B  | Concrete Curb, Type III, Remove and Replace                                   | 190                | LFT  | 36.40      | 7011-   |
| 1-17                                                                       | 32 16 00-C  | Concrete Sidewalk, Remove and Replace                                         | 40                 | SYD  | 66.25      | 2650-   |
| 1-18                                                                       | 32 16 00-D  | Curbface Sidewalk, Remove and Replace                                         | 50                 | SYD  | 123.05     | 6152.50 |
| 1-19                                                                       | 32 16 00-E  | ADA Curb Ramps (All Types), Remove and Replace                                | 6                  | EA   | 1057.50    | 6345-   |
| 1-20                                                                       | 32 16 00-F  | ADA Curb Ramp, Surface-Mount Tactile Unit                                     | 2                  | EA   | 333.90     | 667.80  |
| 1-21                                                                       | 32 16 00-G  | Residential Concrete Drive Approach                                           | 35                 | SYD  | 97.40      | 3409-   |
| 1-22                                                                       | 32 92 00-A  | Lawns and Grasses, Lawn Grass Seed                                            | 1                  | LS   | 1070.50    | 1070.50 |

|                                        |               |                                                        |     |     |                   |          |
|----------------------------------------|---------------|--------------------------------------------------------|-----|-----|-------------------|----------|
| 1-23                                   | 33 05 34.13-A | 12" RCP Non-Pressure Utility Piping, Class IV (Storm)  | 219 | LFT | 88-               | 19272-   |
| 1-24                                   | 33 05 34.13-B | 15" RCP Non-Pressure Utility Piping, Class III (Storm) | 20  | LFT | 97.10             | 1942-    |
| 1-25                                   | 33 05 34.13-F | 18" RCP Non-Pressure Utility Piping, Class III (Storm) | 39  | LFT | 97.85             | 3816.15  |
| 1-26                                   | 33 05 51-D    | 48" PP Non-Pressure Utility Piping (Storm)             | 303 | LFT | 258.45            | 78310.35 |
| 1-27                                   | 33 05 51-E    | 42" PP Non-Pressure Utility Piping (Storm)             | 44  | LFT | 251.90            | 11083.60 |
| 1-28                                   | 33 05 51-F    | 12" PP Non-Pressure Utility Piping (Storm)             | 132 | LFT | 83.70             | 11048.40 |
| 1-29                                   | 33 12 00-A    | Water Service Replacement, (Undistributed Quantity)    | 6   | EA  | 1708-             | 10,248-  |
| 1-30                                   | 33 41 00-A    | Pipe Plug, 48" and Smaller (Bulkhead)                  | 3   | EA  | 375.50            | 1126.50  |
| 1-31                                   | 33 41 00-C    | Cut and Plug (Sewer Pipe Abandonment)                  | 4   | EA  | 262.90            | 1051.60  |
| 1-32                                   | 33 44 13-A    | 33" Round Catch Basin                                  | 1   | EA  | 2323.50           | 2323.50  |
| 1-33                                   | 33 44 13-B    | Precast 33" Round Inlet                                | 4   | EA  | 1465.50           | 7062-    |
| 1-34                                   | 33 44 13-C    | 48" Catch Basin                                        | 1   | EA  | 3679.50           | 3679.50  |
| 1-35                                   | 33 44 13-E    | Remove Existing Structure                              | 6   | EA  | 438.15            | 2628.90  |
| 1-36                                   | 33 49 13-A    | 48" Storm Drainage Manhole                             | 2   | EA  | 3260-             | 6520-    |
| 1-37                                   | 33 49 13-B    | 72" Storm Drainage Manhole                             | 1   | EA  | 6294.50           | 6294.50  |
| <b>TOTAL ALTERNATE 1 (1-1 to 1-37)</b> |               |                                                        |     |     | <b>319,300.25</b> |          |

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

| Bid Alternate 3 - Concrete Storm Pipe |               |                                                       |                    |      |            |            |
|---------------------------------------|---------------|-------------------------------------------------------|--------------------|------|------------|------------|
| ITEM #                                | WORK ITEM #   | DESCRIPTION                                           | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT     |
| 3-1                                   | 33 05 34.13-G | 42" RCP Non-Pressure Utility Piping, Class IV (Storm) | 328                | LFT  | 308.22     | 101,046.16 |
| 3-2                                   | 33 05 34.13-H | 48" RCP Non-Pressure Utility Piping, Class IV (Storm) | 2,397              | LFT  | 321.65     | 770,995.05 |

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

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

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

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

#### ARTICLE 6 – TIME OF COMPLETION

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

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

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

#### ARTICLE 8 – DEFINED TERMS

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

6.03 Final Payment

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

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

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

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

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

- 20. Attachments to this Agreement (enumerated as follows);
  - a. Contractor's Bid Schedule (page 00 41 00-3 to 00 41 00-10);
  - b. Documentation submitted by Contractor prior to Notice of Award;
- 21. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed;
  - b. Written Amendments;
  - c. Work Change Directives;
  - d. Change Orders;
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

#### ARTICLE 10 – MISCELLANEOUS

##### 10.01 Terms

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

##### 10.02 Assignment of Contract

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

##### 10.03 Successors and Assigns

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

##### 10.04 Severability

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

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the contract.

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

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

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

- B. **Request for Waiver** – If, at the time final payment application is made, Contractor has not attained the IFA/SRF goal, Contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the goal.
- C. **Determination of Waiver Requests** – The Vendor Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
- D. **Waiver Approved** – In the event the Board of Public Works determines that a good faith effort to comply with the IFA/SRF participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

#### 10.07 Other Provisions

- A. None.

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

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

**CONTRACTOR:**

Dunigan Bros., Inc.

BY: Patrick J. Dunigan  
(Name)

TITLE: President

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

Address for giving notices:

911 E South St.  
Jackson, MI 49203

**OWNER:**

**CITY OF FORT WAYNE**

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

**BOARD OF PUBLIC WORKS**

BY: \_\_\_\_\_  
SHAN GUNAWARDENA, CHAIR

BY: \_\_\_\_\_  
MIKE AVILA, MEMBER

BY: \_\_\_\_\_  
KUMAR MENON, MEMBER

ATTEST: \_\_\_\_\_  
MICHELLE FULK, CLERK

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

**ACKNOWLEDGMENT (CONTRACTOR)**

STATE OF Michigan )  
 ) SS:  
COUNTY OF Jackson )

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

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

[Signature]

Notary Public

Samuel V. Munn

Printed Name of Notary

My Commission Expires: May 13, 2022

Resident of Jackson County

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

**ACKNOWLEDGMENT (OWNER)**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared the within named Thomas C. Henry, Shan Gunawardena, Mike Avila, Kumar Menon and Michelle Fulk, by me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

Resident of \_\_\_\_\_ County

# Interoffice Memo

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

*Michael Kiester*  
5.11.2018

## Council Districts #3 & 5

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

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

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

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

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

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

Council Introduction Date: May 22, 2018

CC: BOW  
Matthew Wirtz  
Diane Brown  
Construction Manager  
File