

1 **BILL NO. S-23-10-24**

2
3 SPECIAL ORDINANCE NO. S-_____

4
5 AN ORDINANCE approving CONSTRUCTION
6 CONTRACT – FOSTER PARK RELIEF SEWER –
7 INDIAN VILLAGE CSO 05 CONNECTION - WORK
8 ORDER #76702 – (\$10,660,585.40) – between
9 DUNIGAN BROS., INC. and the City of Fort Wayne,
10 Indiana, by and through its Board of Public Works.

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

14 **SECTION 1.** That the CONSTRUCTION CONTRACT - FOSTER
15 PARK RELIEF SEWER – INDIAN VILLAGE CSO 05 CONNECTION - WORK
16 ORDER #76702 – between DUNIGAN BROS., INC. and the City of Fort Wayne,
17 Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed
18 and approved in all respects, respectfully for:

19 All labor, insurance, material, equipment, tools, power, transportation,
20 miscellaneous equipment, etc., necessary for THE INSTALLATION
21 OF APPROXIMATELY 1,800 LF OF 48" CONSOLIDATION SEWER
22 INSTALLED VIA OPEN CUT INSTALLATION AND INSTALLATION
23 OF 250LF OF AN INVERTED SIPHON RIVER CROSSING. WORK
24 INCLUDES A DIVERSION STRUCTURE AND ASSOCIATED
25 APPURTENANCES INCLUDING HATCHES, ADJUSTABLE WEIR,
26 SLIDE GATE AND FLOATABLE CONTROL TO CONVEY
27 COMBINED SEWER TO 3RPORT;

28
29 involving a total cost of TEN MILLION SIX HUNDRED SIXTY THOUSAND FIVE
30 HUNDRED EIGHTY-FIVE and 40/100 DOLLARS - (\$10,660,585.40). A copy of
said Contract is on file with the Office of the City Clerk and made available for
public inspection, according to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

PROJECT:				Foster Park Relief Sewer-CSO 05 Connection																
Resolution#:				76702																
Work Order#:				76702																
Project Designer				Arcadis US																
Construction Manager				Ron Sheppard																
Manager				Kristen Buell																
Bid Date: (Quote Date)				October 5, 2023																
Funding:				Sewer State Revolving Fund																
BID				Engineer's Estimate				Deagan Bros., Inc.		Atlas Excavating, Inc.		Fleming Excavating Inc								
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension							
1	Mobilization and Demobilization (5%)		1 LS	\$450,000.00	\$450,000.00	\$522,760.00		\$522,760.00		\$509,560.00		\$609,560.00		\$662,315.00		\$662,315.00				
2	Remove Concrete Pavement (Indian Village)	870	SYS	\$40.69	\$34,800.30	\$8.40	7,308.00	\$33.00	\$28,710.00			\$15.16		\$13,189.20						
3	Remove Concrete Curb and Sidewalk (Park Drive)	1240	LF	\$30.60	\$37,944.00	\$6.50	6,760.00	\$25.00	\$28,000.00			\$38.24		\$37,449.60						
4	Remove & Reset Signs	18	EA	\$100.00	\$1,800.00	\$135.20	2,433.60	\$185.00	\$3,330.00			\$350.00		\$6,300.00						
5	Abandon Structure	2	EA	\$3,000.00	\$6,000.00	\$956.30	1,992.60	\$12,000.00	\$24,000.00			\$8,000.00		\$16,000.00						
6	Modification of Existing Manhole Casting at CSO 005 Outfall Structure	1	LS	\$4,000.00	\$4,000.00	\$2,632.50		\$15,500.00	\$15,500.00			\$15,500.00		\$15,500.00						
7	Diversion Structure	1	LS	\$820,000.00	\$820,000.00	\$1,700,720.00		\$1,700,720.00	\$1,861,455.00			\$1,861,455.00		\$3,013,496.55		\$3,013,496.55				
8	14" Permanent Site Access Drive	1	LS	\$1,600.00	\$1,600.00	\$2,332.20		\$9,332.20	\$1,500.00			\$1,500.00		\$4,736.70		\$4,736.70				
9	Siphon Head Box Structure (10-inch & 12-inch)	13	LS	\$150,000.00	\$1,950,000.00	\$327,550.00		\$327,550.00	\$546,900.00			\$546,900.00		\$369,716.70		\$369,716.70				
10	Siphon Head Box Structure w/ Gate (30-inch)	1	LS	\$180,000.00	\$180,000.00	\$368,180.00		\$368,180.00	\$556,900.00			\$556,900.00		\$497,683.80		\$497,683.80				
11	Siphon Head Box Structure w/ Gate (36-inch)	1	LS	\$160,000.00	\$160,000.00	\$390,590.00		\$390,590.00	\$576,900.00			\$576,900.00		\$493,993.50		\$493,993.50				
12	HOD Siphon Tail Box Structure (30-inch)	1	LS	\$130,000.00	\$130,000.00	\$270,210.00		\$270,210.00	\$168,800.00			\$168,800.00		\$330,891.20		\$330,891.20				
13	HOD Siphon Tail Box Structure (36-inch)	1	LS	\$150,000.00	\$150,000.00	\$272,910.00		\$272,910.00	\$201,800.00			\$201,900.00		\$338,511.20		\$338,511.20				
14	Maintenance and Protection of Traffic	1	LS	\$5,000.00	\$5,000.00	\$8,860.00		\$8,860.00	\$250,000.00			\$250,000.00		\$72,524.30		\$72,524.30				
15	Temporary Erosion and Sedimentation Control	1	LS	\$20,000.00	\$20,000.00	\$12,810.00		\$12,810.00	\$50,000.00			\$50,000.00		\$224,008.00		\$224,008.00				
16	Video Documentation of Conditions	1	LS	\$1,000.00	\$1,000.00	\$4,234.20		\$4,234.20	\$5,000.00			\$5,000.00		\$1,150.00		\$1,150.00				
17	Electrical Work	1	LS	\$50,000.00	\$50,000.00	\$73,190.00		\$73,190.00	\$75,000.00			\$75,000.00		\$74,750.00		\$74,750.00				
18	Common Excavation (Undisturbed Quantity)	100	CYS	\$50.00	\$5,000.00	\$27.70	2,770.00	\$112.00	\$11,200.00			\$11,200.00		\$5,500.00		\$5,500.00				
19	Special Backfill, Compacted Aggregate	6600	CYS	\$58.00	\$382,800.00	\$68.20	635,520.00	\$10.00	\$66,000.00			\$66,000.00		\$544,138.00		\$544,138.00				
20	Excavation of Unstable Material (Undisturbed Quantity)	100	CYS	\$75.00	\$7,500.00	\$27.70	2,770.00	\$120.00	\$12,000.00			\$12,000.00		\$5,000.00		\$5,000.00				
21	Additional Special Backfill for Unstable Material (Undisturbed Quantity)	100	CYS	\$60.00	\$6,000.00	\$31.10	3,110.00	\$127.00	\$12,700.00			\$12,700.00		\$5,668.00		\$5,668.00				
22	Flowable Fill as Backfill (Undisturbed Quantity)	40	CYS	\$150.00	\$6,000.00	\$249.10	9,964.00	\$625.00	\$25,000.00			\$25,000.00		\$12,260.00		\$12,260.00				
23	Flowable Fill for Structure Abandonment	10	CYS	\$150.00	\$1,500.00	\$249.10	2,491.00	\$700.00	\$7,000.00			\$7,000.00		\$3,570.00		\$3,570.00				
24	Flowable Fill for Pipe Abandonment	25	CYS	\$150.00	\$3,750.00	\$249.10	6,227.50	\$525.00	\$13,125.00			\$13,125.00		\$10,175.00		\$10,175.00				
25	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00	\$15,120.00		\$15,120.00	\$34,000.00			\$34,000.00		\$65,000.00		\$65,000.00				
26	Large Tree Removal (24" diameter and greater)	10	EA	\$3,000.00	\$30,000.00	\$3,588.80	35,888.00	\$500.00	\$5,000.00			\$5,000.00		\$40,000.00		\$40,000.00				
27	Medium Tree Removal (12" - 24" diameter)	20	EA	\$2,500.00	\$50,000.00	\$1,665.80	39,316.00	\$750.00	\$15,000.00			\$15,000.00		\$50,000.00		\$50,000.00				
28	Small Tree Removal (4" - 12" diameter)	40	EA	\$750.00	\$30,000.00	\$1,052.50	42,100.00	\$300.00	\$12,000.00			\$12,000.00		\$32,000.00		\$32,000.00				
29	330 ESY HMA Intermediate, Type B	1000	SYS	\$40.00	\$40,000.00	\$25.50	25,500.00	\$20.00	\$20,000.00			\$20,000.00		\$16,422.00		\$16,422.00				
30	220 ESY HMA Intermediate, Type B	350	SYS	\$32.00	\$11,200.00	\$15.80	5,530.00	\$19.00	\$6,650.00			\$6,650.00		\$40,561.00		\$40,561.00				
31	110 ESY HMA Surface, Type B	4700	SYS	\$16.00	\$75,200.00	\$10.00	47,000.00	\$9.50	\$44,650.00			\$44,650.00		\$6,135.50		\$6,135.50				
32	6" Comp. Aggr. No. 53	350	SYS	\$90.00	\$31,500.00	\$28.00	9,100.00	\$32.00	\$11,200.00			\$11,200.00		\$1,717.60		\$1,717.60				
33	14" Comp. Aggr. No. 53	1000	SYS	\$100.00	\$100,000.00	\$50.50	50,500.00	\$40.00	\$40,000.00			\$40,000.00		\$25,265.40		\$25,265.40				
34	Utility Asphalt 1 IN.	3300	SYS	\$3.00	\$9,900.00	\$5.30	17,490.00	\$5.00	\$16,500.00			\$16,500.00		\$15,180.00		\$15,180.00				
35	6" Portland Cement Concrete Pavement (PCCP)	720	SYS	\$150.00	\$108,000.00	\$122.50	88,200.00	\$32.00	\$23,040.00			\$23,040.00		\$116,913.60		\$116,913.60				
36	14" Comp. Aggr. No. 53	720	SYS	\$85.00	\$61,200.00	\$24.50	17,540.00	\$35.00	\$25,200.00			\$25,200.00		\$1,864.80		\$1,864.80				
37	Concrete Curb Type IIB	330	LF	\$50.00	\$16,500.00	\$55.00	18,150.00	\$42.00	\$13,860.00			\$13,860.00		\$37,167.90		\$37,167.90				
38	Curb Ramp, Concrete	210	SYS	\$100.00	\$21,000.00	\$330.80	69,468.00	\$222.00	\$46,620.00			\$46,620.00		\$290,860.00		\$290,860.00				
39	10" Concrete Sidewalk and Curb, 4" Depth (Park Drive)	1040	LF	\$75.00	\$78,000.00	\$188.00	195,520.00	\$153.00	\$159,120.00			\$159,120.00		\$179,500.00		\$179,500.00				
40	Machine Sealing	1400	SYS	\$5.00	\$7,000.00	\$12.10	16,940.00	\$11.00	\$15,400.00			\$15,400.00		\$17,506.00		\$17,506.00				
41	36" Pressure Utility Piping, Horizontal Directional Drill Installation	710	LF	\$2,000.00	\$1,400,000.00	\$1,218.20	855,632.00	\$1.00	710.00			\$1,725.00		\$1,224,750.00		\$1,224,750.00				
42	30" Pressure Utility Piping, Horizontal Directional Drill Installation	710	LF	\$1,800.00	\$1,278,000.00	\$1,028.60	728,886.00	\$1.00	710.00			\$1,362.75		\$957,559.50		\$957,559.50				
43	12" and 10" Pressure Utility Piping, Horizontal Directional Drill Installation	710	LF	\$1,200.00	\$840,000.00	\$834.10	591,711.00	\$1.00	710.00			\$1,158.66		\$822,215.50		\$822,215.50				
44	12" Concrete Non-Pressure Utility Piping, Class III	75	LF	\$20.00	\$1,500.00	\$184.30		\$300.00				\$184.35		\$11,876.25		\$11,876.25				
45	12" HDPE Storm Pipe	173	LF	\$30.00	\$5,190.00	\$129.50	22,483.50	\$130.00	\$22,490.00			\$129.70		\$7,576.80		\$7,576.80				
46	12" HDPE Storm Pipe, Perforated	77	LF	\$80.00	\$6,160.00	\$120.80	9,301.60	\$130.00	\$10,010.00			\$98.40								
47	15" HDPE Storm Pipe	324	LF	\$100.00	\$32,400.00	\$103.00	33,372.00	\$160.00	\$51,840.00			\$325.00		\$98,800.00		\$98,800.00				
48	15" HDPE Storm Pipe, Perforated	91	LF	\$100.00	\$9,100.00	\$141.80	12,903.80	\$160.00	\$14,560.00			\$110.68		\$10,071.83		\$10,071.83				
49	36" HDPE Pressure Utility Piping	563	LF	\$250.00	\$140,750.00	\$332.00	186,916.00	\$2,018.00	\$11,361,600.00			\$583.65		\$301,870.95		\$301,870.95				
50	30" HDPE Pressure Utility Piping	563	LF	\$220.00	\$123,860.00	\$226.00	127,238.00	\$1,628.00	\$915,264.00			\$356.68		\$201,936.84		\$201,936.84				
51	18" HDPE Pressure Utility Piping	61	LF	\$130.00	\$7,930.00	\$345.70	21,087.70	\$740.00	\$45,140.00			\$506.05		\$35,749.05		\$35,749.05				
52	12" HDPE Pressure Utility Piping	563	LF	\$120.00	\$67,560.00	\$72.10	40,597.30	\$528.00	\$297,264.00			\$83.19		\$40,299.54		\$40,299.54				
53	10" HDPE Pressure Utility Piping	563	LF	\$120.00	\$67,560.00	\$64.50	36,369.00	\$578.00	\$297,264.00			\$71.55								
54	3" Orange DNR IPS HDPE Pipe	800	LF	\$15.00	\$12,000.00	\$24.50	19,600.00	\$23.00	\$18,400.00			\$24.12		\$19,236.00		\$19,236.00				
55	48" FRP Utility Piping, Pipe Somass (SN) 72 PSI, Pressure Class (PN) 25 PSI - or - 60" Concrete Non-Pressure Utility Piping and Anticorrosion Additive, Class V, All Depths	110	LF	\$1,500.00	\$165,000.00	\$1,045.00	114,950.00	\$4,450.00	\$489,500.00			\$4,402.93		\$484,332.30		\$484,332.30				
56	48" FRP Utility Piping, Pipe Somass (SN) 48 PSI, Pressure Class (PN) 25 PSI - or - 48" Concrete Non-Pressure Utility Piping and Anticorrosion Additive, Class IV, All Depths	1650	LF	\$60.00	\$99,000.00	\$459.00	1,417,350.00	\$1,264.00	\$2,085,600.00			\$1,278.99		\$2,271,868.50		\$2,271,868.50				

PROJECT:				Foster Park Relief Sewer-CSO 05 Connection											
Resolution#:				76702											
Work Order#:				76702											
Project Designer				Arcadis US											
Construction Manager				Ron Sheppard											
Manager				Kristen Huell											
Bid Date: (Quote Date)				October 5, 2023											
Funding:				Sewer State Revolving Fund											
BID				Engineer's Estimate		Dunigan Bros., Inc.		Atlas Excavating, Inc.		Fleming Excavating Inc					
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
57	Well Abandonment (8")	1	LS	\$12,000.00	\$12,000.00	\$1,177.70	\$ 1,177.70	\$3,000.00	\$ 3,000.00	\$8,000.00	\$ 8,000.00				
58	60" Sanitary Utility Sewerage Manholes w/ Anticorrosive Additive, 12" Base Extension, and Casing	1	EA	\$12,000.00	\$12,000.00	\$17,010.00	\$ 17,010.00	\$15,000.00	\$ 15,000.00	\$16,066.25	\$ 16,066.25				
59	72" Sanitary Utility Sewerage Manholes w/ Anticorrosive Additive, 12" Base Extension, and Casing	7	EA	\$12,000.00	\$84,000.00	\$25,570.00	\$ 178,990.00	\$45,000.00	\$ 315,000.00	\$20,181.80	\$ 141,272.60				
60	2 x 2' Inlet w/ Curb Casing	2	EA	\$3,500.00	\$7,000.00	\$4,120.10	\$ 8,240.20	\$8,000.00	\$ 16,000.00	\$3,365.90	\$ 6,731.80				
61	48" Storm Manhole w/ Casing	2	EA	\$5,000.00	\$10,000.00	\$5,472.40	\$ 10,944.80	\$10,000.00	\$ 20,000.00	\$3,476.70	\$ 6,953.40				
62	15" Storm Manhole (No/No) w/ Casing	5	EA	\$3,000.00	\$15,000.00	\$3,697.90	\$ 18,489.50	\$3,000.00	\$ 15,000.00	\$2,185.90	\$ 10,929.50				
63	Connection to Existing Structure	1	EA	\$2,000.00	\$2,000.00	\$1,958.90	\$ 1,958.90	\$43,000.00	\$ 43,000.00	\$20,750.00	\$ 20,750.00				
64	Pipe End Treatment, 15"	1	EA	\$3,000.00	\$3,000.00	\$187.50	\$ 187.50	\$3,000.00	\$ 3,000.00	\$678.96	\$ 678.96				
65	30" Handhole for H-DPE Conduit w/ Casing	3	EA	\$2,000.00	\$6,000.00	\$5,723.00	\$ 17,169.00	\$5,000.00	\$ 15,000.00	\$2,000.00	\$ 6,000.00				
66	Bypass Pumping Allowance	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$ 250,000.00	\$250,000.00	\$ 250,000.00	\$250,000.00	\$ 250,000.00				
67	Owner's Work Allowance	1	LS	\$200,000.00	\$200,000.00	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00				
68	New Electrical Service Allowance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00				
69	Underground Immediacy Allowance	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	\$ 150,000.00	\$150,000.00	\$ 150,000.00	\$150,000.00	\$ 150,000.00				
TOTAL BASE BID (Including Allowances)				\$1,350,770.00		\$ 10,660,585.40		\$ 12,191,200.00		\$ 15,012,682.40					
BID ALTERNATE 1 for Buffers Rd and St Mary's River Crossing (Jack & Bore - Open Cut)				Engineer's Estimate		Dunigan Bros., Inc.		Atlas Excavating, Inc.		Fleming Excavating Inc					
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
70	Mobilization and Demobilization (SW)	1	LS	\$450,000.00	\$ 450,000.00	\$665,900.00	\$ 665,900.00	\$755,207.00	\$ 755,207.00	\$684,312.00	\$ 684,312.00				
71	Remove Concrete Pavement (Indian Village)	870	SYS	\$40.00	\$ 34,800.00	\$8.60	\$ 7,482.00	\$33.00	\$ 28,710.00	\$21.80	\$ 19,053.00				
72	Remove Concrete Curb and Sidewalk (Park Drive)	1040	LF	\$30.00	\$ 31,200.00	\$5.60	\$ 5,824.00	\$25.00	\$ 26,000.00	\$35.41	\$ 36,826.40				
73	Remove & Reset Sign	18	EA	\$100.00	\$ 1,800.00	\$138.40	\$ 2,491.20	\$185.00	\$ 3,330.00	\$352.00	\$ 6,336.00				
74	Abandon Structure	2	EA	\$2,000.00	\$ 4,000.00	\$1,821.00	\$ 3,642.00	\$12,000.00	\$ 24,000.00	\$5,000.00	\$ 10,000.00				
75	Modification of Existing Manhole Casing at CSO 005 Outfall Structure	1	LS	\$5,000.00	\$ 5,000.00	\$2,695.50	\$ 2,695.50	\$15,000.00	\$ 15,000.00	\$20,000.00	\$ 20,000.00				
76	Overhaul Structure	1	LS	\$800,000.00	\$ 800,000.00	\$1,494,830.00	\$ 1,494,830.00	\$2,082,844.00	\$ 2,082,844.00	\$3,000,000.00	\$ 3,000,000.00				
77	14' Permanent Site Access Drive	1	LS	\$5,000.00	\$ 5,000.00	\$9,481.30	\$ 9,481.30	\$1,500.00	\$ 1,500.00	\$15,000.00	\$ 15,000.00				
78	Siphon Head Box Structure (10-inch & 12-inch)	1	LS	\$150,000.00	\$ 150,000.00	\$316,890.00	\$ 316,890.00	\$546,900.00	\$ 546,900.00	\$503,000.00	\$ 503,000.00				
79	Siphon Head Box Structure w/ Gate (30-inch)	1	LS	\$180,000.00	\$ 180,000.00	\$397,860.00	\$ 397,860.00	\$546,900.00	\$ 546,900.00	\$503,000.00	\$ 503,000.00				
80	Siphon Head Box Structure w/ Gate (36-inch)	1	LS	\$180,000.00	\$ 180,000.00	\$392,130.00	\$ 392,130.00	\$576,900.00	\$ 576,900.00	\$503,000.00	\$ 503,000.00				
81	Open Cut River Crossing	1	LS	\$1,450,000.00	\$ 1,450,000.00	\$2,695,200.00	\$ 2,695,200.00	\$2,100,000.00	\$ 2,100,000.00	\$4,503,000.00	\$ 4,503,000.00				
82	Open Cut River Crossing Delay	10	DAY	\$5,000.00	\$ 50,000.00	\$16,620.00	\$ 166,200.00	\$25,000.00	\$ 250,000.00	\$23,000.00	\$ 230,000.00				
83	Open Cut River Crossing Event Cleaning	2	Events	\$2,000.00	\$ 4,000.00	\$43,890.00	\$ 87,780.00	\$56,000.00	\$ 112,000.00	\$50,000.00	\$ 100,000.00				
84	Open Cut Local River Measurement Gauge	1	EA	\$500.00	\$ 500.00	\$3,626.80	\$ 3,626.80	\$900.00	\$ 900.00	\$10,000.00	\$ 10,000.00				
85	Siphon Tail Box Structure	1	LS	\$130,000.00	\$ 130,000.00	\$290,440.00	\$ 290,440.00	\$210,000.00	\$ 210,000.00	\$2,005,000.00	\$ 2,005,000.00				
86	Maintenance and Protection of Traffic	1	LS	\$5,000.00	\$ 5,000.00	\$100,790.00	\$ 100,790.00	\$250,000.00	\$ 250,000.00	\$75,000.00	\$ 75,000.00				
87	Temporary Erosion and Sedimentation Control	1	LS	\$30,000.00	\$ 30,000.00	\$15,120.00	\$ 15,120.00	\$83,000.00	\$ 83,000.00	\$203,000.00	\$ 203,000.00				
88	Video Documentation of Conditions	1	LS	\$1,000.00	\$ 1,000.00	\$4,341.00	\$ 4,341.00	\$5,000.00	\$ 5,000.00	\$1,169.00	\$ 1,169.00				
89	Electrical Work	1	LS	\$50,000.00	\$ 50,000.00	\$75,040.00	\$ 75,040.00	\$75,000.00	\$ 75,000.00	\$80,000.00	\$ 80,000.00				
90	Common Excavation (Undistributed Quantity)	100	CYS	\$50.00	\$ 5,000.00	\$28.40	\$ 2,840.00	\$112.00	\$ 11,200.00	\$45.00	\$ 4,500.00				
91	Special Backfill, Compacted Aggregate	9600	CYS	\$55.00	\$ 528,000.00	\$67.90	\$ 651,840.00	\$10.00	\$ 96,000.00	\$50.00	\$ 480,000.00				
92	Excavation of Unsuitable Material (Undistributed Quantity)	100	CYS	\$25.00	\$ 2,500.00	\$38.40	\$ 3,840.00	\$120.00	\$ 12,000.00	\$75.00	\$ 7,500.00				
93	Additional Special Backfill for Unsuitable Material (Undistributed Quantity)	100	CYS	\$50.00	\$ 5,000.00	\$31.80	\$ 3,180.00	\$127.00	\$ 12,700.00	\$70.00	\$ 7,000.00				
94	Flowable Fill as Backfill (Undistributed Quantity)	40	CYS	\$150.00	\$ 6,000.00	\$255.30	\$ 10,212.00	\$525.00	\$ 21,000.00	\$330.00	\$ 13,200.00				
95	Flowable Fill for Structure Abandonment	10	CYS	\$150.00	\$ 1,500.00	\$255.30	\$ 2,553.00	\$700.00	\$ 7,000.00	\$350.00	\$ 3,500.00				
96	Flowable Fill for Pipe Abandonment	25	CYS	\$150.00	\$ 3,750.00	\$255.30	\$ 6,382.50	\$525.00	\$ 13,125.00	\$500.00	\$ 12,500.00				
97	Grading and Grubbing	1	LS	\$50,000.00	\$ 50,000.00	\$15,500.00	\$ 15,500.00	\$34,000.00	\$ 34,000.00	\$75,000.00	\$ 75,000.00				
98	Large Tree Removal (24" diameter and greater)	50	EA	\$3,000.00	\$ 150,000.00	\$3,658.80	\$ 182,940.00	\$10,000.00	\$ 500,000.00	\$18,000.00	\$ 900,000.00				
99	Medium Tree Removal (12" - 24" diameter)	40	EA	\$2,500.00	\$ 100,000.00	\$2,015.40	\$ 80,616.00	\$750.00	\$ 30,000.00	\$5,000.00	\$ 200,000.00				
100	Small Tree Removal (4" - 12" diameter)	70	EA	\$750.00	\$ 52,500.00	\$1,078.00	\$ 75,460.00	\$300.00	\$ 21,000.00	\$2,000.00	\$ 140,000.00				
101	350 #SY HMA Intermediate, Type B	1020	SYS	\$40.00	\$ 40,800.00	\$28.20	\$ 28,724.00	\$20.00	\$ 20,400.00	\$34.50	\$ 35,190.00				
102	220 #SY HMA Intermediate, Type B	350	SYS	\$30.00	\$ 10,500.00	\$16.30	\$ 5,705.00	\$18.00	\$ 6,300.00	\$17.25	\$ 6,037.50				
103	110 #SY HMA Surface, Type B	4700	SYS	\$15.00	\$ 70,500.00	\$10.20	\$ 47,940.00	\$9.50	\$ 44,650.00	\$11.50	\$ 54,050.00				
104	6" Comp. Aggr. No. 53	350	SYS	\$60.00	\$ 21,000.00	\$26.50	\$ 9,310.00	\$32.00	\$ 11,200.00	\$18.20	\$ 6,401.50				
105	14" Comp. Aggr. No. 53	1020	SYS	\$100.00	\$ 102,000.00	\$52.10	\$ 53,142.00	\$40.00	\$ 40,800.00	\$31.27	\$ 31,997.40				
106	Wtting, Asphalt, 1 IN.	3500	SYS	\$3.00	\$ 10,500.00	\$5.50	\$ 19,150.00	\$5.00	\$ 17,500.00	\$8.00	\$ 28,000.00				
107	8" Portland Cement Concrete Pavement (PCCP)	550	SYS	\$153.00	\$ 84,150.00	\$122.30	\$ 67,465.00	\$85.00	\$ 46,750.00	\$180.00	\$ 99,000.00				
108	4" Comp. Aggr. No. 53	550	SYS	\$60.00	\$ 33,000.00	\$25.10	\$ 13,805.00	\$35.00	\$ 19,250.00	\$7.14	\$ 3,927.00				
109	Concrete Curb Type B-B	280	LF	\$50.00	\$ 14,000.00	\$65.10	\$ 18,228.00	\$42.00	\$ 11,760.00	\$59.87	\$ 16,763.60				
110	Curb Ramp, Concrete	212	SYS	\$100.00	\$ 21,200.00	\$230.80	\$ 48,929.60	\$80.00	\$ 16,800.00	\$500.00	\$ 106,000.00				
111	10' Concrete Sidewalk and Curb, 4" Depth (Park Drive)	1048	LF	\$75.00	\$ 78,600.00	\$188.40	\$ 195,936.00	\$153.00	\$ 159,120.00	\$250.00	\$ 260,000.00				
112	Mulch Seeding	2580	SYS	\$3.00	\$ 7,740.00	\$12.40	\$ 31,992.00	\$11.00	\$ 28,380.00	\$15.00	\$ 38,700.00				
113	34-inch Steel Casing Pipe, Jack and Bore (367' Inside)	130	LF	\$4,000.00	\$ 520,000.00	\$4,575.40	\$ 594,802.00	\$5,400.00	\$ 702,000.00	\$4,000.00	\$ 520,000.00				
114	48-inch Steel Casing Pipe, Jack and Bore (307' Inside)	130	LF	\$3,750.00	\$ 487,500.00	\$4,424.20	\$ 575,146.00	\$2,700.00	\$ 351,000.00	\$3,800.00	\$ 494,000.00				
115	30-inch Steel Casing Pipe, Jack and Bore (127' and 5' Inside)	130	LF	\$3,000.00	\$ 390,000.00	\$3,555.20	\$ 462,176.00	\$2,000.00	\$ 260,000.00	\$3,400.00	\$ 442,000.00				
116	36" Ductile Iron Pressure Utility Piping -- or -- 36" FRP Utility Piping, Pipe Stiffness (SI) 72 PSI Pressure Class (PN) 25 PSI -- or -- 36" HDPE Pressure Utility Piping	310	LF	\$600.00	\$ 186,000.00	\$1,447.20	\$ 448,632.00	\$1,150.00	\$ 356,500.00	\$2,000.00	\$ 620,000.00				
117	30" Ductile Iron Pressure Utility Piping -- or -- 30" FRP Utility Piping, Pipe Stiffness (SI) 72 PSI Pressure Class (PN) 25 PSI -- or -- 30" HDPE Pressure Utility Piping	310	LF	\$700.00	\$ 217,000.00	\$1,251.70	\$ 388,027.00	\$720.00	\$ 223,200.00	\$850.00	\$ 263,500.00				
118	18" Ductile Iron Pressure Utility Piping -- or -- 18" HDPE Pressure Utility Piping	310	LF	\$420.00	\$ 130,200.00	\$507.60	\$ 157,356.00	\$473.00	\$ 145,530.00	\$1,600.00	\$ 506,000.00				
119	8" Ductile Iron Pressure Utility Piping -- or -- 8" HDPE Pressure Utility Piping	310	LF	\$350.00	\$ 108,500.00	\$452.40	\$ 140,244.00	\$424.00	\$ 131,440.00	\$1,500.00	\$ 465,000.00				

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Construction Manager				Ron Sheppard											
Manager				Kristen Buell											
Bid Date: (Quote Date)				October 5, 2023											
Funding:				Sewer State Revolving Fund											
BID				Engineer's Estimate				Dunigan Bros., Inc.		Atlas Excavating, Inc.		Fleming Excavating Inc			
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
120	12" Concrete Non-Pressure Utility Piping, Class III	75	LF	\$50.00	\$ 3,600.00	\$164.70	\$ 12,402.50	\$300.00	\$ 22,500.00	\$160.00	\$ 12,000.00				
121	12" HDPE Storm Pipe	173	LF	\$50.00	\$ 8,650.00	\$166.00	\$ 28,718.00	\$130.00	\$ 22,490.00	\$130.00	\$ 22,490.00				
122	12" HDPE Storm Pipe, Perforated	77	LF	\$93.00	\$ 7,161.00	\$135.40	\$ 10,425.80	\$130.00	\$ 10,010.00	\$100.00	\$ 7,700.00				
123	15" HDPE Storm Pipe	304	LF	\$100.00	\$ 30,400.00	\$128.80	\$ 39,155.20	\$160.00	\$ 48,640.00	\$330.00	\$ 100,320.00				
124	15" HDPE Storm Pipe, Perforated	91	LF	\$100.00	\$ 9,100.00	\$156.90	\$ 14,277.90	\$160.00	\$ 14,560.00	\$110.00	\$ 10,010.00				
125	15" HDPE Pressure Utility Piping	61	LF	\$150.00	\$ 9,150.00	\$258.50	\$ 15,768.50	\$740.00	\$ 45,140.00	\$500.00	\$ 48,800.00				
126	3" Orange DR9 IPS HDPE Pipe	800	LF	\$25.00	\$ 20,000.00	\$32.90	\$ 27,132.00	\$23.00	\$ 18,400.00	\$25.00	\$ 20,000.00				
127	48" FRP Utility Piping, Pipe Stiffness (SN) 72 PSI, Pressure Class (PN) 25 PSI - or - 60" Concrete Non-Pressure Utility Piping and Anticorrosion Additive, Class V, All Depths	110	LF	\$1,800.00	\$ 198,000.00	\$2,114.20	\$ 232,562.00	\$4,450.00	\$ 492,500.00	\$5,000.00	\$ 550,000.00				
128	48" FRP Utility Piping, Pipe Stiffness (SN) 48 PSI, Pressure Class (PN) 25 PSI - or - 48" Concrete Non-Pressure Utility Piping and Anticorrosion Additive, Class IV, All Depths	2000	LF	\$600.00	\$ 1,201,800.00	\$845.80	\$ 1,694,137.40	\$1,364.00	\$ 2,732,092.00	\$1,600.00	\$ 3,004,500.00				
129	Well Abandonment (8")	1	LS	\$10,000.00	\$ 10,000.00	\$5,581.20	\$ 5,581.20	\$3,000.00	\$ 3,000.00	\$2,000.00	\$ 2,000.00				
130	60" Sanitary Utility Sewerage Manholes w/ Anticorrosive Additive, 12" Base Extension, and Casing	1	EA	\$10,000.00	\$ 10,000.00	\$14,160.00	\$ 14,160.00	\$25,000.00	\$ 25,000.00	\$20,000.00	\$ 20,000.00				
131	72" Sanitary Utility Sewerage Manholes w/ Anticorrosive Additive, 12" Base Extension, and Casing	2	EA	\$12,000.00	\$ 24,000.00	\$22,930.00	\$ 45,860.00	\$45,000.00	\$ 90,000.00	\$35,000.00	\$ 70,000.00				
132	2' x 2' Inlet w/ Curb Casing	2	EA	\$3,500.00	\$ 7,000.00	\$4,710.60	\$ 9,421.20	\$8,000.00	\$ 16,000.00	\$3,500.00	\$ 7,000.00				
133	48" Storm Manhole w/ Casing	2	EA	\$8,000.00	\$ 16,000.00	\$8,263.50	\$ 16,527.00	\$10,000.00	\$ 20,000.00	\$4,000.00	\$ 8,000.00				
134	15" Storm Manhole (Hydrocast) w/ Casing	5	EA	\$3,000.00	\$ 15,000.00	\$2,809.10	\$ 14,045.50	\$3,000.00	\$ 15,000.00	\$2,200.00	\$ 11,000.00				
135	Connect on to Existing Structure	1	EA	\$3,000.00	\$ 3,000.00	\$2,034.40	\$ 2,034.40	\$40,000.00	\$ 40,000.00	\$25,000.00	\$ 25,000.00				
136	Pipe End Treatments, 15"	1	EA	\$3,000.00	\$ 3,000.00	\$192.20	\$ 192.20	\$3,000.00	\$ 3,000.00	\$500.00	\$ 500.00				
137	30" Handhole for HDPE Conduit w/ Casing	3	EA	\$2,000.00	\$ 6,000.00	\$5,749.40	\$ 17,248.20	\$5,000.00	\$ 15,000.00	\$3,000.00	\$ 9,000.00				
Total of Alternate #1 (including allowances)				\$4,649,900.00				\$13,318,554.30		\$14,519,152.00		\$22,848,835.40			
BID ALTERNATE #2 (Open Cut)				Engineer's Estimate				Dunigan Bros., Inc.		Atlas Excavating, Inc.		Fleming Excavating Inc			
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
138	Mobilization and Demobilization (5%)	1	LS	\$450,000.00	\$ 450,000.00	\$566,300.00	\$ 566,300.00	\$804,776.00	\$ 804,776.00	\$855,050.00	\$ 855,050.00				
139	Remove Concrete Pavement (Indian Village)	870	SYS	\$40.00	\$ 34,800.00	\$8.40	\$ 7,308.00	\$33.00	\$ 28,710.00	\$21.60	\$ 19,053.00				
140	Remove Concrete Curb and Sidewalk (Park Drive)	1040	LF	\$30.00	\$ 31,200.00	\$6.50	\$ 6,760.00	\$26.00	\$ 27,040.00	\$36.00	\$ 37,440.00				
141	Remove & Reset Sign	16	EA	\$100.00	\$ 1,600.00	\$134.70	\$ 2,155.20	\$185.00	\$ 2,960.00	\$350.00	\$ 5,600.00				
142	Abandon Structure	2	EA	\$2,000.00	\$ 4,000.00	\$993.40	\$ 1,986.80	\$12,000.00	\$ 24,000.00	\$8,000.00	\$ 16,000.00				
143	Modification of Existing Manhole Casing at CSO 005 Duffel Structure	1	LS	\$8,000.00	\$ 8,000.00	\$2,624.00	\$ 2,624.00	\$15,500.00	\$ 15,500.00	\$20,000.00	\$ 20,000.00				
144	Division Structure	1	LS	\$800,000.00	\$ 800,000.00	\$1,700,100.00	\$ 1,700,100.00	\$2,082,644.00	\$ 2,082,644.00	\$3,000,000.00	\$ 3,000,000.00				
145	1st Permanent Site Access Drive	1	LS	\$5,000.00	\$ 5,000.00	\$9,397.70	\$ 9,397.70	\$1,500.00	\$ 1,500.00	\$10,000.00	\$ 10,000.00				
146	Open Cut Siphon Head Box Structure w/ Gates (6'x10', 12'x10', & 3'x10')	1	LS	\$600,000.00	\$ 600,000.00	\$630,530.00	\$ 630,530.00	\$1,220,000.00	\$ 1,220,000.00	\$3,000,000.00	\$ 3,000,000.00				
147	Open Cut River Crossing	1	LS	\$1,450,000.00	\$ 1,450,000.00	\$2,466,180.00	\$ 2,466,180.00	\$2,100,000.00	\$ 2,100,000.00	\$3,000,000.00	\$ 3,000,000.00				
148	Open Cut River Crossing Delay	10	DAY	\$8,000.00	\$ 80,000.00	\$8,090.00	\$ 80,900.00	\$25,000.00	\$ 250,000.00	\$25,000.00	\$ 250,000.00				
149	Open Cut River Crossing Evert Cleaning	2	Events	\$2,000.00	\$ 4,000.00	\$4,410.00	\$ 8,820.00	\$55,000.00	\$ 110,000.00	\$50,000.00	\$ 100,000.00				
150	Open Cut Local River Measurement Gauge	1	EA	\$500.00	\$ 500.00	\$3,529.00	\$ 3,529.00	\$800.00	\$ 800.00	\$5,000.00	\$ 5,000.00				
151	Siphon Tail Box Structure	1	LS	\$130,000.00	\$ 130,000.00	\$281,783.00	\$ 281,783.00	\$210,000.00	\$ 210,000.00	\$2,000,000.00	\$ 2,000,000.00				
152	Concrete Curb Removal (Burton Road)	40	LF	\$15.00	\$ 600.00	\$5.90	\$ 236.00	\$20.00	\$ 800.00	\$100.00	\$ 4,000.00				
153	Concrete Curb and Sidewalk Removal (Burton Road)	40	LF	\$30.00	\$ 1,200.00	\$5.90	\$ 236.00	\$100.00	\$ 4,000.00	\$250.00	\$ 10,000.00				
154	Remove and Reset Jersey Barriers	6	EA	\$500.00	\$ 3,000.00	\$2,925.70	\$ 17,554.20	\$500.00	\$ 3,000.00	\$6,000.00	\$ 30,000.00				
155	Remove and Reset Chain Link Fencing	40	LF	\$50.00	\$ 2,000.00	\$54.30	\$ 2,172.00	\$50.00	\$ 2,000.00	\$40.00	\$ 1,600.00				
156	Support of Excavation for Open Cut Installation of Pipe through West Bank of St Mary's River	1	LS	\$100,000.00	\$ 100,000.00	\$319,650.00	\$ 319,650.00	\$1,600,000.00	\$ 1,600,000.00	\$1,000,000.00	\$ 1,000,000.00				
157	St Mary's River West Bank Restoration	1	LS	\$500,000.00	\$ 500,000.00	\$1,573,310.00	\$ 1,573,310.00	\$750,000.00	\$ 750,000.00	\$180,000.00	\$ 180,000.00				
158	Maintenance and Protection of Traffic	1	LS	\$105,000.00	\$ 105,000.00	\$178,840.00	\$ 178,840.00	\$531,432.00	\$ 531,432.00	\$350,000.00	\$ 350,000.00				
159	Temporary Erosion and Sedimentation Control	1	LS	\$40,000.00	\$ 40,000.00	\$38,310.00	\$ 38,310.00	\$93,300.00	\$ 93,300.00	\$200,000.00	\$ 200,000.00				
160	Video Documentation of Conditions	1	LS	\$1,000.00	\$ 1,000.00	\$4,223.50	\$ 4,223.50	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00				
161	Electrical Work	1	LS	\$50,000.00	\$ 50,000.00	\$73,010.00	\$ 73,010.00	\$75,000.00	\$ 75,000.00	\$80,000.00	\$ 80,000.00				
162	Common Excavation (Undistributed Quantity)	120	CYS	\$50.00	\$ 6,000.00	\$27.80	\$ 3,336.00	\$112.00	\$ 13,440.00	\$55.00	\$ 6,600.00				
163	Special Backfill, Compacted Aggregate	10930	CYS	\$55.00	\$ 591,150.00	\$68.10	\$ 744,957.00	\$10.00	\$ 109,300.00	\$56.00	\$ 611,900.00				
164	Excavation of Unsuitable Material (Undistributed Quantity)	100	CYS	\$25.00	\$ 2,500.00	\$27.80	\$ 2,780.00	\$120.00	\$ 12,000.00	\$50.00	\$ 5,000.00				
165	Additional Special Backfill for Unsuitable Material (Undistributed Quantity)	120	CYS	\$60.00	\$ 7,200.00	\$31.00	\$ 3,720.00	\$127.00	\$ 15,240.00	\$130.00	\$ 15,600.00				
166	Flowable Fill as Backfill (Undistributed Quantity)	40	CYS	\$150.00	\$ 6,000.00	\$248.40	\$ 9,936.00	\$65.00	\$ 2,600.00	\$37.00	\$ 1,480.00				
167	Flowable Fill for Structure Abandonment	10	CYS	\$150.00	\$ 1,500.00	\$248.40	\$ 2,484.00	\$70.00	\$ 700.00	\$370.00	\$ 3,700.00				
168	Flowable Fill for Pipe Abandonment	25	CYS	\$150.00	\$ 3,750.00	\$248.40	\$ 6,210.00	\$65.00	\$ 1,625.00	\$200.00	\$ 5,000.00				
169	Clearing and Grubbing	1	LS	\$85,000.00	\$ 85,000.00	\$15,060.00	\$ 15,060.00	\$34,000.00	\$ 34,000.00	\$550,000.00	\$ 550,000.00				
170	Large Tree Removal (24" diameter and greater)	50	EA	\$3,000.00	\$ 150,000.00	\$3,569.80	\$ 178,490.00	\$1,000.00	\$ 50,000.00	\$4,000.00	\$ 200,000.00				
171	Medium Tree Removal (12" - 24" diameter)	50	EA	\$2,500.00	\$ 125,000.00	\$1,909.80	\$ 95,490.00	\$750.00	\$ 37,500.00	\$2,500.00	\$ 125,000.00				
172	Small Tree Removal (4" - 12" diameter)	700	EA	\$750.00	\$ 525,000.00	\$1,049.80	\$ 734,860.00	\$300.00	\$ 210,000.00	\$800.00	\$ 560,000.00				
173	330 #5/8" HMA Intermediate, Type B	1020	SYS	\$43.00	\$ 43,860.00	\$26.20	\$ 26,724.00	\$20.00	\$ 20,400.00	\$20.00	\$ 20,400.00				
174	220 #5/8" HMA Intermediate, Type B	350	SYS	\$33.00	\$ 11,550.00	\$19.30	\$ 6,755.00	\$16.00	\$ 5,600.00	\$18.00	\$ 6,300.00				
175	140 #5/8" HMA Intermediate, Type C	110	SYS	\$43.00	\$ 4,730.00	\$62.50	\$ 6,875.00	\$40.00	\$ 4,400.00	\$10.00	\$ 1,100.00				
176	110 #5/8" HMA Surface, Type B	4700	SYS	\$15.00	\$ 70,500.00	\$10.20	\$ 47,940.00	\$9.50	\$ 44,650.00	\$12.24	\$ 57,718.00				
177	220 #5/8" HMA Surface, Type C	110	SYS	\$20.00	\$ 2,200.00	\$40.00	\$ 4,400.00	\$34.00	\$ 3,740.00	\$12.00	\$ 1,320.00				
178	3" Comp. Aggr. No. 53	350	SYS	\$60.00	\$ 21,000.00	\$28.10	\$ 9,135.00	\$28.00	\$ 9,520.00	\$13.71	\$ 4,798.50				
179	14" Comp. Aggr. No. 53	1200	SYS	\$100.00	\$ 120,000.00	\$51.00	\$ 61,200.00	\$35.00	\$ 42,000.00	\$23.53	\$ 28,236.00				
180	18" Comp. Aggr. No. 53	110	SYS	\$120.00	\$ 13,200.00	\$92.30	\$ 10,153.00	\$40.00	\$ 4,400.00	\$37.27	\$ 4,100.00				
181	Wearing, Asphalt, 1 IN.	3300	SYS	\$8.00	\$ 26,400.00	\$5.60	\$ 18,168.00	\$5.00	\$ 16,500.00	\$11.13	\$ 35,799.00				
182	Wearing, Asphalt, 2 IN.	110	SYS	\$18.00	\$ 1,980.00	\$10.90	\$ 1,199.00	\$23.00	\$ 2,530.00	\$12.00	\$ 1,320.00				
183	8" Portland Cement Concrete Pavement (PCCP)	860	SYS	\$150.00	\$ 129,000.00	\$122.20	\$ 105,092.00	\$65.00	\$ 55,900.00	\$231.43	\$ 199,600.80				
184	4" Comp. Aggr. No. 53	860	SYS	\$50.00	\$ 42,800.00	\$24.50	\$ 21,270.00	\$31.00	\$ 26,660.00	\$3.43	\$ 2,965.80				
185	2" Comp. Aggr. No. 53	40	SYS	\$30.00	\$ 1,200.00	\$24.50	\$ 980.00	\$17.00	\$ 680.00	\$20.25	\$ 810.00				

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BID				Engineer's Estimate				Dunigan Bros., Inc.		Atlas Excavating, Inc.		Fleming Excavating Inc	
Item#	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
164	Concrete Curb Type I-B	320	LF	\$50.00	\$ 16,000.00	\$90.60	\$ 19,488.00	\$42.00	\$ 13,440.00	\$475.63	\$ 152,201.60		
167	Curb Ramp, Concrete	212	SYS	\$100.00	\$ 21,200.00	\$230.30	\$ 48,823.60	\$202.00	\$ 42,824.00	\$500.00	\$ 106,000.00		
168	Typical Concrete Sidewalk, 4' Depth	30	SYS	\$45.00	\$ 2,850.00	\$97.20	\$ 2,916.00	\$145.00	\$ 4,350.00	\$250.00	\$ 7,500.00		
169	12" Concrete Sidewalk and Curb, 4' Depth (Park Drive)	1045	LF	\$78.00	\$ 78,000.00	\$187.70	\$ 195,208.50	\$153.00	\$ 153,120.00	\$300.00	\$ 312,000.00		
190	Mulched Seeding	2550	SYS	\$5.00	\$ 12,750.00	\$12.10	\$ 30,605.00	\$11.00	\$ 27,550.00	\$15.00	\$ 42,900.00		
191	36" Ductile Iron Pressure Utility Piping - or - 30" FRP Utility Piping, Pipe Stiffness (SN) 72 PSI, Pressure Class (PN) 25 PSI - or - 30" HDPE Pressure Utility Piping	300	LF	\$1,200.00	\$ 360,000.00	\$1,435.40	\$ 430,620.00	\$1,160.00	\$ 345,000.00	\$7,066.87	\$ 620,031.00		
192	30" Ductile Iron Pressure Utility Piping - or - 30" FRP Utility Piping, Pipe Stiffness (SN) 72 PSI, Pressure Class (PN) 25 PSI - or - 30" HDPE Pressure Utility Piping	300	LF	\$1,050.00	\$ 315,000.00	\$1,227.20	\$ 368,160.00	\$923.00	\$ 276,000.00	\$1,850.00	\$ 558,000.00		
193	12" Ductile Iron Pressure Utility Piping - or - 12" HDPE Pressure Utility Piping	300	LF	\$60.00	\$ 18,000.00	\$483.70	\$ 145,110.00	\$473.00	\$ 141,900.00	\$1,240.00	\$ 372,000.00		
194	8" Ductile Iron Pressure Utility Piping - or - 10" HDPE Pressure Utility Piping	300	LF	\$525.00	\$ 157,500.00	\$427.70	\$ 128,310.00	\$424.00	\$ 127,200.00	\$1,188.33	\$ 356,499.00		
195	12" Concrete Non-Pressure Utility Piping, Class III	175	LF	\$80.00	\$ 14,000.00	\$196.60	\$ 34,405.00	\$203.00	\$ 35,500.00	\$158.00	\$ 27,825.00		
196	12" HDPE Storm Pipe	173	LF	\$90.00	\$ 15,570.00	\$158.50	\$ 27,385.50	\$130.00	\$ 22,490.00	\$150.00	\$ 22,490.00		
197	12" HDPE Storm Pipe, Perforated	77	LF	\$90.00	\$ 6,930.00	\$138.20	\$ 10,641.40	\$130.00	\$ 10,010.00	\$120.00	\$ 9,240.00		
198	15" HDPE Storm Pipe	304	LF	\$100.00	\$ 30,400.00	\$131.80	\$ 40,067.20	\$180.00	\$ 54,640.00	\$325.00	\$ 98,800.00		
199	15" HDPE Storm Pipe, Perforated	51	LF	\$100.00	\$ 5,100.00	\$159.20	\$ 8,125.20	\$160.00	\$ 8,160.00	\$120.00	\$ 6,120.00		
200	18" HDPE Pressure Utility Piping	61	LF	\$150.00	\$ 9,150.00	\$348.20	\$ 21,240.20	\$760.00	\$ 46,140.00	\$80.00	\$ 4,800.00		
201	3" Orange DR9 IPS HDPE Pipe	800	LF	\$25.00	\$ 20,000.00	\$24.60	\$ 19,680.00	\$23.00	\$ 18,400.00	\$25.00	\$ 20,000.00		
202	36" FRP Utility Piping, Pipe Stiffness (SN) 72 PSI, Pressure Class (PN) 25 PSI - or - 30" Concrete Non-Pressure Utility Piping and Anticorrosion Additive, Class V, All Depths	110	LF	\$1,500.00	\$ 165,000.00	\$2,078.00	\$ 228,580.00	\$4,450.00	\$ 489,500.00	\$5,600.00	\$ 715,000.00		
203	30" FRP Utility Piping, Pipe Stiffness (SN) 45 PSI, Pressure Class (PN) 25 PSI - or - 48" Concrete Non-Pressure Utility Piping and Anticorrosion Additive, Class IV, All Depths	2003	LF	\$650.00	\$ 1,301,800.00	\$789.30	\$ 1,580,967.90	\$1,364.00	\$ 2,732,092.00	\$1,500.00	\$ 3,004,500.00		
204	Wall Abandonment (8')	1	EA	\$10,000.00	\$ 10,000.00	\$1,174.50	\$ 1,174.50	\$3,000.00	\$ 3,000.00	\$10,000.00	\$ 10,000.00		
205	60" Sanitary Utility Sewerage Manholes w/ Anticorrosive Additive, 12" Base Extension, and Casing	1	EA	\$10,000.00	\$ 10,000.00	\$13,890.00	\$ 13,890.00	\$25,000.00	\$ 25,000.00	\$17,000.00	\$ 17,000.00		
206	72" Sanitary Utility Sewerage Manholes w/ Anticorrosive Additive, 12" Base Extension, and Casing	7	EA	\$12,000.00	\$ 84,000.00	\$22,430.00	\$ 157,010.00	\$45,000.00	\$ 315,000.00	\$21,000.00	\$ 147,000.00		
207	2' x 2' Wirt w/ Curb Casing	2	EA	\$3,500.00	\$ 7,000.00	\$4,633.00	\$ 9,266.00	\$6,000.00	\$ 12,000.00	\$2,500.00	\$ 5,000.00		
208	48" Storm Manhole w/ Casing	2	EA	\$5,000.00	\$ 10,000.00	\$8,130.40	\$ 16,260.80	\$10,000.00	\$ 20,000.00	\$4,000.00	\$ 8,000.00		
209	15" Storm Manhole (Hydrocast) w/ Casing	8	EA	\$3,000.00	\$ 24,000.00	\$2,749.50	\$ 21,996.00	\$3,000.00	\$ 24,000.00	\$2,500.00	\$ 19,999.99		
210	Connection to Existing Structure	1	EA	\$3,000.00	\$ 3,000.00	\$1,550.50	\$ 1,550.50	\$40,000.00	\$ 40,000.00	\$25,000.00	\$ 25,000.00		
211	Pipe End Treatments, 15"	1	EA	\$3,000.00	\$ 3,000.00	\$187.00	\$ 187.00	\$3,000.00	\$ 3,000.00	\$800.00	\$ 800.00		
212	30" Handhole for HDPE Conduit w/ Casing	3	EA	\$2,000.00	\$ 6,000.00	\$5,877.40	\$ 17,632.20	\$5,000.00	\$ 15,000.00	\$3,000.00	\$ 9,000.00		
Total of Alternate #2 (excluding allowances)				\$8,532,710.00				\$11,604,372.70		\$15,490,533.00		\$22,416,501.00	
Basis of Award is Base Bid				\$9,350,770.00				\$10,660,585.40		\$12,191,200.00		\$15,012,687.43	
Addendum No.1								X		X		X	
Addendum No.2								X		X		X	
Addendum No.3								X		X		X	
Addendum No.4								X		X		X	
Bidder's Bond								X		X		X	
Form 96								X		X		X	
Non-Collusion Affidavit								X		X		X	
Cert In Lieu/Financial Statement								X		X		X	
Employee Drug Testing Program (>\$150K)								X		X		X	
Reviewed By				Kristen Buell				10-6-2023					

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Orders the installation of approximately 1,800 LF of 48" consolidation sewer installed via open cut installation and installation of 250LF of an inverted siphon river crossing. Work includes a diversion structure and associated appurtenances including hatches, adjustable weir, slide gate and floatable control to convey combined sewer to 3RPORT.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **76702 Foster Park Relief Sewer - Indian Village CSO 05 Connection**

ARTICLE 3—ENGINEER

- 3.01 City Utilities ("Engineer"), will act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Arcadis**

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 ::NOT USED::
- 4.03 Contract Times: Days
- A. The Work will be substantially complete within **600** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- B. Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **630** days [or date] after the date when the Contract Times commence to run.
- C. Definition of Substantial Completion for this Work shall consist of **All gravity sewer, inverted siphon and appurtenances, diversion structure, slide gates, conduit and vent piping installed, tested and in satisfactory operation per Contract Documents. Final completion includes final site grading, seeding, restoration and project closeout.**
- 4.04 Milestones
- A. ::NOT USED::
- 4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ::NOT USED::

4.06 ::NOT USED::

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. :: NOT USED ::
 - B. :: NOT USED ::
 - C. :: NOT USED ::
 - D. For all Work, at the prices stated in Contractor's Bid on the QuestCDN online bid submittal, attached hereto as an exhibit.

TOTAL OF ALL UNIT PRICES Ten Million Six Hundred Sixty Thousand Five Hundred Eighty-Five Dollars and Forty Cents.
(\$10,660,585.40).

Basis of Award is Base Bid

PAYMENT PROCEDURES

- 5.02 Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 5.03 Progress Payments; Retainage
- A. Owner shall make progress payments during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted within 45-days of the portions complete, and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number

of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. However, payments to the Contractor are not to exceed 95% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the Indiana Finance Authority (IFA) State Revolving Fund (SRF) goals stipulated in Paragraph 9.03.E. Payment of the final 5% of the total Contract Price will be dependent upon acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and good faith efforts to comply with the IFA/SRF participation requirements; subject to reduction in the event of non-compliance as provided in Paragraph 9.03.E.
- C. Escrow Agreement.
 1. If the Contract is in excess of \$200,000, the contract will be subject to the standard Board of Public Works escrow agreement; unless written notice is received from Contractor prior to execution of the Agreement stating that an Escrow Account is not desired. If an Escrow Account is not desired, then the Board of Public Works, in accordance with IC 36-1-12-14, shall hold the retainage and will not pay interest on the amounts of retainage that it holds.

5.04 Final Payment

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

5.05 Consent of Surety

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

ARTICLE 6—CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (00 52 00, inclusive);
 2. Escrow Account Agreement (00 54 43, inclusive);
 3. Drug Policy Acknowledgement Form (00 54 52, inclusive);
 4. E-Verify Affidavit (00 54 53, inclusive);
 5. SRF Loan Program DBE Packet (00 54 61, inclusive);
 6. SRF Attachment B – Davis-Bacon Act Contract Provisions (00 54 65, inclusive);
 7. SRF Attachment C – Wage Fringe Benefit Certification Contract Provisions (00 54 66);
 8. SRF Attachment E – Suspension and Debarment Contract Provisions (00 54 68);
 9. SRF Attachment I – AIS Contract Provisions
 10. SRF Attachment J – AIS Contractor Certification

11. SRF EPA Form OEE-1 (00 54 72);
 12. SRF EPA Form OEE-2 (00 54 73);
 13. Performance Bond Form (00 61 13.13, inclusive);
 14. Payment Bond Form (00 61 13.16, inclusive);
 15. Federal Wage Rate Requirements (see Appendix);
 16. General Conditions (00 72 00, inclusive);
 17. Supplementary Conditions (00 73 00, inclusive);
 18. Specifications as listed in the table of contents of the project manual
 19. Drawings consisting of Drawing SY-21144, pages 1 through 47, inclusive, with each sheet bearing the following general title: Foster Park Relief Sewer - Indian Village CSO 05 Connection;
 20. Addenda (numbers 1 to 4, inclusive);
 21. Attachments to this Agreement (enumerated as follows);
 - a. Contractor's Bid Worksheet;
 - b. Documentation submitted by Contractor prior to Notice of Award.
 22. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Orders;
- B. ::NOT USED::
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the

Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. In connection with the performance of Work under this Contract, Contractor agrees to comply with Anti-Discrimination Under Indiana Code Chapter 5-16-6-1 and be bound by Chapter 93.036, of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. Contractor shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

7.02 Contractor's Certifications

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

7.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published

by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 8—MISCELLANEOUS

8.01 Terms

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

8.02 Severability

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

8.03 M.B.E./W.B.E. Participation

A. **Indiana State Revolving Fund Loan Program** – This project is being financed in whole or in part by the Indiana State Revolving Fund Loan Programs. The Contractor is required to comply with all federal and state laws, rules, regulations, and contract provisions included in Indiana Finance Authority (IFA) State Revolving Fund (SRF) documents per Article 7 of this agreement

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

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 76702). One counterpart has been delivered to Owner, and one counterpart delivered to Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

CONTRACTOR:

DUNIGAN BROS., INC

OWNER:

CITY OF FORT WAYNE

BY: _____
(Name)

BY: _____
Thomas C. Henry, MAYOR

TITLE: _____

DATE: _____
(Date signed by Contractor)

Address for giving notices:

Board of Public Works

BY: _____
Shan Gunawardena, CHAIR

BY: _____
Kumar Menon, MEMBER

BY: _____
Chris Guerrero, MEMBER

ATTEST: _____
Michelle Fulk-Vondran, CLERK

DATE: _____
(Date signed by Board)

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF _____)

SS:)

COUNTY OF _____)

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

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

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County

ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)

SS:)

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this ____ day of _____, _____, personally appeared the within named Thomas C. Henry, Shan Gunawardena, Kumar Menon, Chris Guerrero and Michelle Fulk-Vondran, 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: October 18, 2023
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Foster Park Relief Sewer-Indian Village CSO 05 Connection
76702

Michael Kiester
10.18.2023

Council District # 5

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project; Orders the installation of approximately 1,800 LF of 48" consolidation sewer installed via open cut installation and installation of 250LF of an inverted siphon river crossing. Work includes a diversion structure and associated appurtenances including hatches, adjustable weir, slide gate and floatable control to convey combined sewer to 3RPORT.

Implications of not being approved: This project is one part of compliance with the Consent Decree to reduce combined sewer overflow to the St. Mary's River. If not constructed, Combined Sewer Overflows will continue to discharge into the St. Mary's River, thus violating our Consent Decree and commitment to reducing overflows to the rivers.

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

This project was advertised to contractors on 08/31/2023 and 09/07/2023 in the Journal Gazette.

The contract for Resolution #76702 awarded to Dunigan Bros., Inc. for \$10,660,585.40 was the lowest most responsive bidder of three bidders and 9% above the Engineer's estimate of \$9,350,770.00. The second lowest bidder was \$1,530,614.60 above Dunigan Bros., Inc.

The cost of said project funded by Sewer State Revolving Fund.

Council Introduction Date: 10/24/2023

CC: Matthew Wirtz
Jill Helfrich
File