BILL NO. S-26-11-14

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT – W JEFFERSON BLVD STORM OUTFALL – W.O.# 83779 - ($3,378,832.00) – between DUNIGAN BROS. INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the CONSTRUCTION CONTRACT - W JEFFERSON BLVD STORM OUTFALL – W.O.# 83779 – between DUNIGAN BROS. INC. and the City of Fort Wayne, Indiana, by and through its 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 INSTALLATION OF APPROXIMATELY 2,500 LF OF 12"-60" STORM PIPING, 350LF OF 15" SANITARY PIPING, 14 STORM STRUCTURES, AND 1 SANITARY STRUCTURE. THE PROJECT WILL ALSO INCLUDE GRADING OF OUTFALL AND INSTALLATION OF PERMEABLE GRASS PAVERS, SHEETING SHORING AND DEWATERING OF OPEN EXCAVATION, AND REMOVAL AND REPLANTING OF TREES;

involving a total cost of THREE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-TWO and 00/100 DOLLARS - ($3,378,832.00). 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:	W Jefferson Blvd Storm Outfall
		Resolution #:	83779
		Work Order #:	83779
		Project Designer	Veronika Meyer
		Construction Manager	Nick Rigsby
		Manager	Anne Marie Serrahd
		Bid Date: (Quote Date)	10/15/2025 02:00 PM EDT
		Funding:	Stormwater Bond

		BID			Engineer's Estimate		Dyckman Bros., Inc.		Rentel Inc		Crosby Excavating		Hamby Excavating Inc	
Item #		Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	01 21 00-A	Utility Fob Erection Allowance	1	LS	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00
2	01 21 00-B	Federal Aid Electrical Service Allowance	1	LS	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
3	01 21 00-C	Allowance for temporary electrical service for Contractor's Convenience	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	$ 5,000.00	$ 5,000.00
4	01 21 00-D	12 inch Sanitary Sewer Bypass Pumping and Permit Allowance	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
5	01 21 00-E	Contingency Allowance	1	LS	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
6	01 11 21-A	Mobilization & Demobilization	1	LS	$ 149,835.24	$ 149,835.24	$ 286,641.17	$ 286,641.17	$ 223,600.00	$ 223,600.00	$ 193,000.00	$ 193,000.00	$ 342,874.80	$ 342,874.80
7	01 11 21-B	Removal and Reset R-8 Open Light Pole with Existing Light	25	LF	$ 90.00	$ 2,250.00	$ 64.54	$ 1,613.50	$ 154.00	$ 3,850.00	$ 75.00	$ 1,875.00	$ 56.95	$ 1,423.75
8	01 11 21-C	Remove Exist. Aluminum Street Light Pole and Access Fixture and Reinstall Same on New Concrete Base	1	EA	$ 4,000.00	$ 4,000.00	$ 1,624.93	$ 1,624.93	$ 4,000.00	$ 4,000.00	$ 625.00	$ 625.00	$ 4,632.50	$ 4,632.50
9	01 11 21-D	Remove Exist. Parking Lot Light Pole and Reinstall Same on New Concrete Base	1	EA	$ 4,000.00	$ 4,000.00	$ 1,624.93	$ 1,624.93	$ 3,700.00	$ 3,700.00	$ 625.00	$ 625.00	$ 4,632.50	$ 4,632.50
10	01 11 21-E	Remove Exist. Concrete Foundation	2	EA	$ 1,500.00	$ 3,000.00	$ 1,012.17	$ 2,024.34	$ 1,850.00	$ 3,700.00	$ 1,000.00	$ 2,000.00	$ 1,195.00	$ 2,390.00
11	01 11 21-F	Cement Mortar Underground Conduit Exist. Pole	2	EA	$ 1,500.00	$ 3,000.00	$ 675.64	$ 1,351.28	$ 1,850.00	$ 3,700.00	$ 375.00	$ 750.00	$ 373.75	$ 747.50
12	01 11 21-G	Concrete Lighting Foundation, 24-inch Diameter x 72-inch Depth (Street Light)	1	EA	$ 4,000.00	$ 4,000.00	$ 3,354.36	$ 3,354.36	$ 4,000.00	$ 4,000.00	$ 2,100.00	$ 2,100.00	$ 3,225.00	$ 3,225.00
13	01 11 21-H	Concrete Lighting Foundation, 24-inch Diameter x 84-inch Depth (Parking Lot Light)	1	EA	$ 4,500.00	$ 4,500.00	$ 3,727.66	$ 3,727.66	$ 4,000.00	$ 4,000.00	$ 2,100.00	$ 2,100.00	$ 4,672.00	$ 4,672.00
14	01 11 21-I	Furnish and Install Wire, 3 C #6 XHHW-2, Bare Copper Ground, 1 Inch HDPE Conduit	35	LF	$ 45.00	$ 1,575.00	$ 38.11	$ 1,334.02	$ 237.00	$ 8,295.00	$ 265.00	$ 9,275.00	$ 52.85	$ 1,849.75
15	01 11 21-J	Remove and Reset Pole, Telephone Pedestal	1	EA	$ 265.00	$ 265.00	$ 1,624.93	$ 1,624.93	$ 4,250.00	$ 4,250.00	$ 775.00	$ 775.00	$ 747.50	$ 747.50
16	01 11 21-K	Rock Wood Removal and Disposal (Underbrush)	450	SY	$ 200.00	$ 90,000.00	$ 74.08	$ 33,336.00	$ 127.00	$ 57,150.00	$ 250.00	$ 112,500.00	$ 80.45	$ 36,202.50
17	01 55 26-A	Maintenance & Protection of Traffic	1	LS	$ 50,000.00	$ 50,000.00	$ 31,437.43	$ 31,437.43	$ 50,215.00	$ 50,215.00	$ 70,000.00	$ 70,000.00	$ 43,782.50	$ 43,782.50
18	01 57 13-A	Temporary Erosion & Sediment Control	1	LS	$ 35,000.00	$ 35,000.00	$ 11,721.13	$ 11,721.13	$ 50.00	$ 50.00	$ 35,000.00	$ 35,000.00	$ 16,060.00	$ 16,060.00
19	01 71 16 13-A	Mobilization of Contractor	1	LS	$ 1,500.00	$ 1,500.00	$ 1,277.74	$ 1,277.74	$ 28,000.00	$ 28,000.00	$ 2,500.00	$ 2,500.00	$ 1,725.00	$ 1,725.00
20	31 00 00-A	Over Ex Excavation and Grading	600	CY	$ 30.00	$ 18,000.00	$ 27.87	$ 16,722.00	$ 6,000.00	$ 3,600,000.00	$ 27.00	$ 16,200.00	$ 27.27	$ 16,362.00
21	31 00 00-B	Mass Ex, Off Corporate Limits	5400	CY	$ 50.00	$ 270,000.00	$ 44.86	$ 242,220.00	$ 269,730.00	$ 1,456,542.00	$ 45.00	$ 243,000.00	$ 78.54	$ 424,116.00
22	31 05 35-C	Compaction of Topsoil by Material	200	CY	$ 55.00	$ 11,000.00	$ 25.00	$ 5,000.00	$ 5,000.00	$ 1,000,000.00	$ 25.00	$ 5,000.00	$ 70.00	$ 14,000.00
23	31 05 13-D	Add, and Spread Fresh Stable Compactable Material	200	CY	$ 55.00	$ 11,000.00	$ 48.30	$ 9,660.00	$ 5,000.00	$ 1,000,000.00	$ 45.00	$ 9,000.00	$ 76.88	$ 15,376.00
24	31 05 17-E	Rip Rap, (8" depth, with Geotextile Underlayment) (TY II)	31	SY	$ 45.00	$ 1,395.00	$ 38.28	$ 1,186.68	$ 719.15	$ 22,293.65	$ 46.00	$ 1,426.00	$ 56.47	$ 2,506.17
25	31 05 17-F	Remove, Store and Reinstall Fabrique Rip Rap at the Marsh River	1	LS	$ 5,000.00	$ 5,000.00	$ 7,967.45	$ 7,967.45	$ 58,754.00	$ 58,754.00	$ 2,500.00	$ 2,500.00	$ 21,122.00	$ 21,122.00
26	31 11 00-A	Clearing and Grubbing	1	LS	$ 21,000.00	$ 21,000.00	$ 158,133.96	$ 158,133.96	$ 330,000.00	$ 330,000.00	$ 97,500.00	$ 97,500.00	$ 266,253.00	$ 266,253.00
27	31 11 00-B	Remove Tree, 12 inch Diameter or Greater	12	EA	$ 1,500.00	$ 18,000.00	$ 1,393.28	$ 16,719.36	$ 3,500.00	$ 42,000.00	$ 2,400.00	$ 28,800.00	$ 7,807.92	$ 93,695.04
28	31 11 00-C	Tree Protection	1	LS	$ 10,000.00	$ 10,000.00	$ 3,672.26	$ 3,672.26	$ 5,000.00	$ 5,000.00	$ 35,000.00	$ 35,000.00	$ 69,853.25	$ 69,853.25
29	32 11 16-A	Pavement Concrete Pavement - Commercial	450	SY	$ 200.00	$ 90,000.00	$ 204.71	$ 92,119.50	$ 94,244.00	$ 42,409,800.00	$ 220.00	$ 99,000.00	$ 439.83	$ 197,923.50
30	32 12 16-A	HMA Asphalt, 3 Inch Pavement Base, Type B	841	SY	$ 31,000.00	$ 26,071.00	$ 28,674.67	$ 24,113.64	$ 51,921.00	$ 43,671.00	$ 49,000.00	$ 41,209.00	$ 39.73	$ 33,415.93
31	32 12 16-B	HMA Asphalt, 2 Inch Surface, Type B	841	SY	$ 31,000.00	$ 26,071.00	$ 30.13	$ 25,342.33	$ 43,929.00	$ 36,949.00	$ 37,000.00	$ 31,117.00	$ 41.80	$ 35,163.80
32	32 12 16-C	Asphalt Milling, 1.5 inch	4750	SY	$ 5.00	$ 23,750.00	$ 4.63	$ 21,992.50	$ 34,353.00	$ 163,169.25	$ 17,000.00	$ 80,750.00	$ 3.42	$ 16,252.74
33	32 12 16-D	Permanent Pavement Markings	1	LS	$ 2,500.00	$ 2,500.00	$ 822.29	$ 822.29	$ 3,700.00	$ 3,700.00	$ 5,000.00	$ 5,000.00	$ 1,150.00	$ 1,150.00
34	32 13 26-A	Concrete Curb Type II, Remove and Replace	774	LF	$ 80.00	$ 61,920.00	$ 63.279	$ 48,976.45	$ 69,273.00	$ 53,617.00	$ 32,000.00	$ 24,768.00	$ 63,406.32	$ 49,076.48
35	32 13 26-B	Concrete Sidewalk, Remove and Replace	344	SY	$ 80.00	$ 27,520.00	$ 79.13	$ 27,229.72	$ 82.63	$ 28,429.00	$ 91,772.00	$ 31,572.00	$ 90.092.00	$ 30,991.65
36	32 13 26-C	Concrete Entrance, Remove and Replace	121	SY	$ 150.00	$ 18,150.00	$ 172.50	$ 20,872.50	$ 193.00	$ 23,353.00	$ 193.00	$ 23,353.00	$ 286.78	$ 34,700.38
37	32 13 26-D	Gutter Line, Remove and Replace	175	SY	$ 80.00	$ 14,000.00	$ 26.77	$ 4,684.52	$ 13.51	$ 2,364.25	$ 13.00	$ 2,275.00	$ 4,958.45	$ 867.95
38	32 16 13-E	Curb & Gutter Type, Remove and Replace	335	LF	$ 35.00	$ 11,725.00	$ 26.84	$ 8,991.40	$ 24.72	$ 8,281.20	$ 14.50	$ 4,857.50	$ 9,333.99	$ 3,126.95
39	32 16 70-A	Truncated Domes at Ramps	21	EA	$ 500.00	$ 10,500.00	$ 477.14	$ 10,019.94	$ 474.00	$ 9,954.00	$ 441.00	$ 9,261.00	$ 659.75	$ 13,854.75
40	32 90 00-B	Landscaping Preparation and Seeding	1	LS	$ 10,000.00	$ 10,000.00	$ 9,736.19	$ 9,736.19	$ 9,500.00	$ 9,500.00	$ 10,000.00	$ 10,000.00	$ 13,904.38	$ 13,904.38
41	32 90 00-C	Mulch For Landscape Restoration, Fabric Free	20	CY	$ 60.00	$ 1,200.00	$ 116.04	$ 2,320.80	$ 167.50	$ 3,350.00	$ 175.00	$ 3,500.00	$ 167.50	$ 3,350.00
42	32 92 20-A	Lawn Grass Mat Sodding and Topsoil	1	LS	$ 30,000.00	$ 30,000.00	$ 26,072.00	$ 26,072.00	$ 56,135.00	$ 56,135.00	$ 35,000.00	$ 35,000.00	$ 60,000.00	$ 60,000.00
43	32 91 26-B	Upland Sole Type Mat Seeding and Topsoil	650	SY	$ 15.00	$ 9,750.00	$ 8.35	$ 5,427.50	$ 4,134.00	$ 2,687,100.00	$ 14.80	$ 9,620.00	$ 14.52	$ 9,438.00
44	33 05 73-A	Check MFP SN 72 Inch to 72 inch Steel Casing - Jack & Bore	135	LF	$ 5,000.00	$ 675,000.00	$ 5,012.06	$ 676,628.10	$ 5,000.00	$ 675,000.00	$ 5,000.00	$ 675,000.00	$ 6,956.33	$ 938,804.55
45	33 05 34 15-A	12 inch Concrete Non-Pressure Other Fittings	21	LF	$ 150.00	$ 3,150.00	$ 218.64	$ 4,591.44	$ 169.00	$ 3,549.00	$ 150.00	$ 3,150.00	$ 139.73	$ 2,934.33
46	33 05 34 15-B	18 inch Concrete Non-Pressure Other Fittings	35	LF	$ 450.00	$ 15,750.00	$ 269.74	$ 9,440.90	$ 1,102.00	$ 38,570.00	$ 950.00	$ 33,250.00	$ 806.85	$ 28,239.75
47	33 05 73 13	12 inch PVC SDR 26 Non-Pressure Valve Fitting	15	LF	$ 175.00	$ 2,625.00	$ 127.14	$ 1,907.10	$ 277.00	$ 4,155.00	$ 175.00	$ 2,625.00	$ 218.34	$ 3,275.10
48	33 05 73 13-A	15 inch PVC SDR 26 Non-Pressure Valve Fitting	360	LF	$ 150.00	$ 54,000.00	$ 192.30	$ 69,228.00	$ 193.00	$ 69,480.00	$ 261.00	$ 93,960.00	$ 352,441.14	$ 126,878.81
49	33 05 73 13-A	12 inch HDPE SDR 26 Non-Pressure Valve Fitting	235	LF	$ 150.00	$ 35,250.00	$ 124.17	$ 29,179.95	$ 175.00	$ 41,125.00	$ 165.00	$ 38,775.00	$ 132,546.73	$ 31,148.21
50	33 05 51-A	24 inch RPP Non-Pressure Valve Fitting	35	LF	$ 300.00	$ 10,500.00	$ 2,892,500.00	$ 101,237.50	$ 821,150.00	$ 28,740,250.00	$ 81,200.00	$ 2,842,000.00	$ 377,054.83	$ 13,196,918.91
51	33 05 73 13-B	48 inch RPP Non-Pressure Valve Fitting	1750	LF	$ 600.00	$ 1,050,000.00	$ 468.84	$ 820,470.00	$ 823,059.00	$ 1,440,353,250.00	$ 1,200.00	$ 2,100,000.00	$ 1,152.74	$ 2,017,295.00
52	33 01 00-A	Pipe Plug, Storm (All Sizes)	1	EA	$ 500.00	$ 500.00	$ 900.00	$ 900.00	$ 1,195.00	$ 1,195.00	$ 6,000.00	$ 6,000.00	$ 1,850.00	$ 1,850.00
53	33 01 30-B	4 inch PVC Clean Out and Tee Connection to 12 inch Sewer	1	LS	$ 10,000.00	$ 10,000.00	$ 4,031.23	$ 4,031.23	$ 17,000.00	$ 17,000.00	$ 10,000.00	$ 10,000.00	$ 9,225.00	$ 9,225.00
54	33 39 10-A	Check Service Wye (All Sizes) Sewer Casting	1	EA	$ 5,000.00	$ 5,000.00	$ 11,630.25	$ 11,630.25	$ 11,000.00	$ 11,000.00	$ 23,500.00	$ 23,500.00	$ 12,281.25	$ 12,281.25
55	33 01 30-A	Pipe Plug, Sewer (All Sizes)	1	EA	$ 750.00	$ 750.00	$ 900.27	$ 900.27	$ 6,000.00	$ 6,000.00	$ 1,850.00	$ 1,850.00	$ 7,890.00	$ 7,890.00
56	33 01 30-B	Concrete Plug to Abandon All Size	6	EA	$ 500.00	$ 3,000.00	$ 1,054.68	$ 6,328.08	$ 5,000.00	$ 30,000.00	$ 1,500.00	$ 9,000.00	$ 5,000.00	$ 30,000.00
57	33 44 13-A	10 inch Mid-wye Outlet and Outlet Casting	1	EA	$ 2,500.00	$ 2,500.00	$ 4,753.82	$ 4,753.82	$ 3,650.00	$ 3,650.00	$ 3,250.00	$ 3,250.00	$ 3,892.75	$ 3,892.75
58	33 44 13-B	Concrete Inside and Drop Box	1	LS	$ 10,000.00	$ 10,000.00	$ 12,561.64	$ 12,561.64	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00	$ 15,700.00	$ 15,700.00
59	33 49 13-A	48 inch Storm Manhole with Storm Casting	2	EA	$ 10,000.00	$ 20,000.00	$ 14,264.53	$ 28,529.06	$ 11,500.00	$ 23,000.00	$ 15,180.00	$ 30,360.00	$ 22,101.75	$ 44,203.50
60	33 49 13-B	60 inch Storm Manhole with Storm Casting	1	EA	$ 12,000.00	$ 12,000.00	$ 22,992.36	$ 22,992.36	$ 333,000.00	$ 333,000.00	$ 14,500.00	$ 14,500.00	$ 127,464.00	$ 127,464.00
61	33 49 13-C	72 inch Storm Manhole with Storm Casting	1	EA	$ 20,000.00	$ 20,000.00	$ 38,966.68	$ 38,966.68	$ 60,000.00	$ 60,000.00	$ 34,500.00	$ 34,500.00	$ 39,058.90	$ 39,058.90
62	33 49 13-D	96 inch Manhole with Storm Box Structure with Storm Casting	1	EA	$ 30,000.00	$ 30,000.00	$ 83,261.43	$ 83,261.43	$ 120,000.00	$ 120,000.00	$ 78,000.00	$ 78,000.00	$ 86,359.25	$ 86,359.25
63	33 49 13-E	120 inch Curb Inlet Structure (STD 6")	1	EA	$ 50,000.00	$ 50,000.00	$ 82,094.03	$ 82,094.03	$ 75,000.00	$ 75,000.00	$ 48,500.00	$ 48,500.00	$ 58,243.63	$ 58,243.63
64	33 49 13-F	96 inch Storm Manhole with 72 ft 36 Steel and 12 ft Base (STD 6")	1	EA	$ 50,000.00	$ 50,000.00	$ 44,825.99	$ 44,825.99	$ 65,000.00	$ 65,000.00	$ 42,500.00	$ 42,500.00	$ 52,752.00	$ 52,752.00
65	33 49 13-G	CI 2120 Structure with Storm Casting	1	LS	$ 10,000.00	$ 10,000.00	$ 12,457.73	$ 12,457.73	$ 40,000.00	$ 40,000.00	$ 24,000.00	$ 24,000.00	$ 353,295.30	$ 353,295.30
		TOTAL BASE BID				$ 3,974,250.24		$ 3,731,851.39		$ 4,418,854.20		$ 3,977,250.00		$ 4,644,544.84
Addendum No 1								X		X		X		X
Addendum No 2								X		X		X		X
Bidder's Bond								X		X		X		X
Form 96								X		X		X		
Non-Collusion Affidavit								X		X		X		X
Certified Payroll Statement								X		X		X		X
Small Business Participation (DBE)								X		X		X		X

Reviewed By: Kristen L. Buell 10/16/2025

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

This Agreement is by and between **Board of Stormwater Management** ("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

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of approximately 2,500 LF of 12"-60" storm piping, 350LF of 15" sanitary piping, 14 storm structures and 1 sanitary structure, jack-n-boring under the railroad approximately 120 LF of 72" steel casing with 60" carrier pipe, grading of outfall and installation of grasscrete, sheeting shoring and dewatering of open excavation, removal and replanting of trees.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **83779 W Jefferson Blvd Storm Outfall**

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 **City Utilities**

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 by **October 31st, 2027** 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 by **December 31st, 2027** .

C. Definition of Substantial Completion for this Work shall consist of **All storm and sanitary sewer and structures installed, and all piping is to be successfully tested and in operation; grasscrete installed and outfall properly graded; planting, seeding, restoration and other restoration items are completed.**

4.04 Milestones

A. Parts of the Work must be completed on or before the following Milestone(s):

1. Milestone 1 **0 0** Work resulting in W Jefferson Blvd one-lane closure must be completed within 90 days from Barricade Permit approval.
   a. Barricade Permit shall be submitted by Contractor. Contractor is to submit a separate Barricade Permit solely for W Jefferson Blvd one-lane closure.

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 **$1,000.00** 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 **$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Milestones: Contractor shall pay Owner **$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

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

C. ::NOT USED::

4.06 ::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 Three Million Seven Hundred Thirty-Eight Thousand Eight Hundred Thirty-Two Dollars and Zero Cents.
($3,738,832.00)

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 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. 97 percent of the value of the Work completed (with the balance being retainage).

b. 97 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 97% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the EBE goal stipulated in Paragraph 9.03.E. Payment of the final 3% 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 EBE 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 Stormwater Management 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 Stormwater

Management, in accordance with IC 36-1-12-14, shall hold the retainage and will not pay interest on the amounts of retainage that it holds.

6.03 Final Payment

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

6.04 Consent of Surety

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 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 Acknowledgment Form (00 54 52, inclusive);
4. E-Verify Affidavit (00 54 53, inclusive);
5. Performance Bond Form (00 61 13.13, inclusive);
6. Payment Bond Form (00 61 13.16, inclusive);
7. General Conditions (00 72 00, inclusive);
8. Supplementary Conditions (00 73 00, inclusive);
9. Specifications as listed in the table of contents of the project manual
10. Drawings consisting of Drawing SY-21455, pages 1 through 28, inclusive, with each sheet bearing the following general title: W Jefferson Blvd Storm Outfall;
11. Addenda (numbers 1 to 2, inclusive);
12. Attachments to this Agreement (enumerated as follows);
    a. Contractor's Bid Worksheet;
    b. Documentation submitted by Contractor prior to Notice of Award.
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed;
    b. Written Amendments;
    c. Work Change Directives;
    d. Change Orders;

B. ::NOT USED::

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 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.

8.02 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.

8.03 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 9—MISCELLANEOUS

9.01 Terms

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

9.02 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.

9.03 Emerging Business Enterprise (EBE) Participation

EBE Retainage Requirements – If the Contractor is in compliance with the provisions of the construction Contract the Owner will make payments for such work performed and completed. Pursuant to Executive Order 90-01 (amended 5-8-06); the Owner will retain three percent (3%) of the Contract Price to ensure compliance with the EBE participation requirements. Upon final inspection and acceptance of the Work, and determination by the Fort Wayne Board of Public Works that the Contractor has made a good faith effort to subcontract ten percent (10%) of the Contract Price to emerging business enterprises, the Contractor will be paid in full.

In the event there is a determination that good faith compliance with these EBE participation requirements has not occurred, appropriate reduction in the final payment pursuant to paragraph 9.03.E will be made.

If the Contract Price is in excess of $200,000, the contract will be subject to the standard Board of Stormwater Management escrow agreement. However, payments to the Contractor are not to exceed 97% of the total Contract Price until the Owner has verified that the Contractor has made good faith efforts to attain the 10% EBE goal stipulated in here within. Payment of the final 3% 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 these EBE participation requirements; subject to reduction in the event of non-compliance as provided in paragraph 9.03.E.

A. Request for Waiver – If, at the time final payment application is made, Contractor has not attained the ten percent (10%) EBE goal, Contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the ten percent (10%) EBE goal.

B. Determination of Waiver Requests – The 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 Stormwater Management of the City of Fort Wayne.

C. Good Faith Efforts. – In determining whether or not the Contractor used "good faith" efforts, the following shall be considered:

    1. Whether the contract can be subdivided as determined by the Engineer and Administrator of Contract Compliance;

    2. Availability of certified EBE businesses to participate as subcontractors;

    3. Non-competitive price quotes received from EBE firms. The Board of Stormwater Management determination for granting a reduction or waiver of the goal because of higher quotes from EBE firms will be based on factors that include, but are not limited to the following:

        a. The Engineer's estimate for the work under a specific contract;

b. The Contractor's own estimate for the work under the subcontract;

c. An average of the valid prices quoted for the subcontract;

d. Demonstrated increase in other contract costs as a result of sub-contracting to EBE firm(s).

4. Documented measures taken by the Contractor to comply with the EBE participation goal;

5. EBE subcontractor failed to fulfill their obligation in regard to the time delivery of goods and/or services. Also in regards to the quality of the goods and/or services set forth in the bid specifications.

6. Such other matters as the Board of Stormwater Management deems relevant.

D. Consequences of Noncompliance – In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the Contract Price shall be reduced by the amount calculated as the difference between the EBE participation goal of 10% and the actual participation level met by the Contractor, but in no case shall it be reduced by more than 5%. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and Contractor agrees to accept the reduced amount as full payment under the terms of his/her Contract.

E. Waiver Approved – In the event the Board of Stormwater Management determines that a good faith effort to comply with these EBE participation requirements has been made, the Contract Price shall not be reduced, and the balance owing to the Contractor shall be paid in full.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement (Contract/Resolution Number 83779). 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: _____
(Name)

TITLE: _____

DATE: _____
(Date signed by Contractor)

OWNER:

CITY OF FORT WAYNE

BY: _____
Sharon Tucker, MAYOR

Address for giving notices:

_____

_____

_____

_____

Board of Stormwater Management

BY: _____
Matthew Wirtz, CHAIR

BY: _____
Shan Gunawardena, 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 they are 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 Sharon Tucker, Matthew Wirtz, Shan Gunawardena, 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 Stormwater Management of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

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

_____
Notary Public

_____
Printed Name of Notary

My Commission Expires:

Resident of _____**County**

City Utilities
Engineering

Interoffice Memo

Date: November 3, 2026

To: Common Council Members

From: Eric Ruppert, Manager, City Utilities Engineering

RE: West Jefferson Blvd Storm Outfall
83779

Eric W Ruppert
11/5/2026

Council District # 5

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Installation of approximately 2,500 LF of 12"-60" storm piping, 350LF of 15" sanitary piping, 14 storm structures, and 1 sanitary structure. The project will also include grading of outfall and installation of permeable grass pavers, sheeting shoring and dewatering of open excavation, and removal and replanting of trees.

Implications of not being approved: This project improves stormwater drainage in the West Central Neighborhood from the combined sewer system. If the new storm sewer is not installed, it will allow storm water to continue to drain into the combined sewer system.

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

This project was advertised to contractors on 9/17/2026, and 9/24/2026 in the Journal Gazette.

The contract for Resolution # 83779 West Jefferson Blvd Storm Outfall awarded to Dunigan Bros. for $3,378,832.00 was the lowest responsive bidder of 4 bidders and 7% above the Engineer's estimate of $3,494,265.24. The second lowest bidder was 17% above Dunigan Bros bid.

The cost of said project funded by Stormwater Bond.

Council Introduction Date: 11/10/2026

CC: Matthew Wirtz
Jill Helfrich
File