



SANITARY DISTRICT OF HIGHLAND

Highland Municipal Building • 3333 Ridge Rd
Highland, Indiana 46322
219-838-1080 • Fax 219-972-5097

Incorporated in
1910

January 31, 2024

EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Chief, Water Enforcement and Compliance
Assurance Branch (WC-15J)
U.S. Environmental Protection Agency,
Region V
77 W. Jackson Boulevard
Chicago, IL 60604

Chief, Environmental Section
Office of The Attorney General
Indiana Government Center South, 5th Floor
402 West Washington Street
Indianapolis, IN 46204

Chief, Compliance Branch
Office of Water Quality, Mail Code 65-40
Indiana Department of Environmental
Management
100 N. Senate Avenue
Indianapolis, IN 46204-2251

Office of Legal Counsel
Mail Code 60-01
100 North Senate Street
Indianapolis, IN 46204-2251

RE Sanitary District of Highland
Consent Decree
Civil Action No. 2:22-cv-00086
July 2023 Semi-Annual Report

ATTN: United States Department of Justice
U.S. Environmental Protection Agency, Region 5
Indiana Attorney General
Indiana Department of Environmental Management

Pursuant to Section VIII of the above captioned Consent Decree (Decree) entered December 09, 2022, the Sanitary District of the Town of Highland, Indiana (Highland) hereby submits its Semi-Annual Report (Report) through January 31, 2024.

Describe the work, and associated deadlines, that Highland completed under the Decree during the preceding six-month period and include documentation (e.g. as-built diagrams, photographs, etc.) of the work and the deadlines met:

1. SECTION VI: CIVIL PENALTY

Within 60 days after the Effective Date, Highland shall pay a civil penalty in the amount of \$87,500 to the United States and \$87,500 to the State for the violations alleged against Highland in the Complaint, together with interest from the Date of Lodging of the Decree accruing at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging.

Deadline: February 7, 2023

Highland has complied with the penalty requirement.

2. SECTION VII: COMPLIANCE REQUIREMENTS

A. Implementing SSO Remedial Measures

Within 30 Days of the Effective Date, Highland shall begin implementing the SSO Remedial Measures Plan, as provided in Appendix A of the Decree.

Remedial Measures Plan

Phase 1, Division A Project

Since the July 31, 2023 Report, the Phase 1, Division A Project progressed to the bidding, award, and construction phases. A pre-bid meeting was held on September 8, 2023 (see attached meeting notes), and the bid opening was held on September 29, 2023. On October 5, 2023 Commonwealth Engineers, Inc. issued a recommendation that Grimmer Construction, Inc. was the lowest responsive, responsible bidder with a bid of \$11,619,169 (see attached Engineer's recommendation letter). The Sanitary Board obtained financing for the construction of the Phase 1 Division A Project with the Indiana Bond Bank, and funding closed on October 5, 2023. On October 17, 2023 the Sanitary Board passed Resolution No. 2023-28 confirming acceptance of Grimmer Construction, Inc.'s bid and authorizing the Sanitary District Superintendent to execute the agreement and all documents necessary to implement the Phase 1, Division A Project. On November 15, 2023 the Sanitary District entered into a contract with Grimmer Construction, Inc. and on December 1, 2023, issued a notice to proceed with construction; 365 days for substantial completion; and 30 additional days for final completion. A preconstruction meeting was held on November 15, 2023 (see attached meeting notes).

Phase 1, Divisions B & C Projects

Completion Date: August 31, 2027

Regarding the Phase 1, Divisions B & C Projects, on August 15, 2023, the Sanitary District entered into a professional service agreement with Commonwealth Engineers, Inc. related to final design, permits, field work, utility coordination, easements, bidding, construction engineering, and resident project representation. A kickoff meeting was held on October 25, 2023 (see attached meeting notes).

The following items pertaining to the status of the Remedial Measures Plan are attached as **Exhibit A:**

1. Phase 1, Division A Pre-bid Meeting Notes 9-8-2023
2. Phase 1, Division A Engineer's Recommendation 10-5-2023
3. Phase 1, Division A Preconstruction Meeting 11-15-2023
4. Phase 1, Divisions B&C Kickoff Meeting 10-25-2023

3. SECTION VII: COMPLIANCE REQUIREMENTS

B. SSO Flow Monitoring and Reporting Requirements

SSO Flow Monitors. Within 30 Days of the Effective Date, or within 30 Days from the date of discovering any additional SSO Location, Highland shall install and operate flow monitoring technology at each SSO Location, if it has not already done so, in order to detect and record when an SSO may occur or actually occurs at each SSO Location and to Measure and record the volume of SSO discharged. To mitigate the adverse effect of any SSO, the flow monitoring device at each SSO Location shall instantaneously and automatically alert Highland to an SSO event. Highland shall install and operate the flow monitoring detailed in Section VII B at Paragraph 23 (a) and (b).

Deadline: January 9, 2023.

As of the date of this Report, Highland is in compliance with its obligation to install and operate flow monitoring technology at each SSO Location as provided in Section VII of the Decree.

Reporting all SSO's. Highland shall report all SSO's from its SSCS. This reporting shall include procedure contained in Section VII B at Paragraph 24 (a) and (b).

As of the date of this Report, Highland is in compliance with its obligation to report all SSO's from its SSCS as provided in Section VII of the Decree.

Semi-Annual Overflow Logs. By July 31st (for the reporting period of January – June) and January 31st (for the reporting period of July – December) of each year beginning the calendar year after the Decree is lodged, Highland shall submit copies of its final and completed electronic reports to IDEM and EPA using State Form 48373 for each SSO location at which an SSO occurred during the reporting period. Highland shall also complete and submit to IDEM and EPA the SSO reporting Table attached to the Decree as Appendix C for every SSO that occurred during the reporting period.

Highland's Semi-Annual Overflow Log for the reporting period of July – December, 2023 is attached as **Exhibit B**. The Semi-Annual Overflow Log has also been posted on the Town website.

4. SECTION VII: COMPLIANCE REQUIREMENTS
C. Miscellaneous Compliance Provisions

Capacity, Management Operation and Maintenance Plan (CMOM). On January 31, 2024, Highland submitted a revised draft CMOM to EPA and IDEM for review and approval.

Over Emergency Response Plan (OERP). On March 25, 2022, Highland was notified by the Department of Justice, via email, that its OERP was approved. Highland has begun implementing the OERP.

5. SECTION IX: PUBLIC WEBSITE

Within 30 days from the Effective Date, Highland shall have an operable Website for the posting of Decree Deliverables and the Consent Decree. Highland shall announce the availability of the Website by a press release, and the Town of Highland's official homepage, www.highland.in.gov, shall include a link to the Website. The Website may be a part of Highland's website on the Town of Highland's official website. All posted Deliverables shall be readily accessible, electronically searchable and accurately labeled. The Website shall include: the Consent Decree; Consent Decree Submissions; SSO Public Notification; and Other Public Presentations and Education Materials.

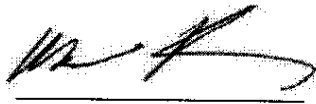
Deadline: January 9, 2023.

As of the date of this Report, Highland maintains an operable Website which meets the requirements of Section IX of the Decree. The website can be accessed directly at: highland.in.gov/sanitary-district/highland-consent-decree. Highland continues to update the website with Consent Decree Submissions, SSO Public Notifications and Other Public Presentations and Educational Materials.

Describe any non-compliance with any requirement of the Decree, explaining the reasons for any non-compliance and the remedial steps taken, or to be taken, to minimize such non-compliance or prevent its recurrence.

As of the date of the date of this Report, Highland is not aware of any non-compliance with any requirement of the Decree.

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I HAVE NO PERSONAL KNOWLEDGE THAT THE INFORMATION SUBMITTED IS OTHER THAN TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.



Mark Knesek

CC: Highland Sanitary Board
Robert F. Tweedle
Susan Franzetti
Alison McGregor – USDOJ
Andre Daugavietis – USEPA
Keith Middleton – USEPA
Ryan Bahr - USEPA
Beth Admire – IDEM

EXHIBIT A

1. Phase 1, Division A Pre-bid Meeting Notes 9-8-2023
2. Phase 1, Division A Engineer's Recommendation 10-5-2023
3. Phase 1, Division A Preconstruction Meeting 11-15-2023
4. Phase 1, Divisions B&C Kickoff Meeting 10-25-2023

**PRE-BID MEETING
HIGHLAND SANITARY DISTRICT
LAKE COUNTY, INDIANA**

**SANITARY SEWER OVERFLOW REMEDIAL PROJECT
PHASE 1 - DIVISION A**

**SEPTEMBER 8, 2023
10:00 A.M. C.S.T.**

**HIGHLAND PUBLIC WORKS BUILDING
8001 KENNEDY AVENUE, HIGHLAND, IN 46322**

A. MEETING ATTENDANCE

Pre-bid meeting attendees provided contact information. A copy of the attendance sheet is attached.

B. INTRODUCTION OF RESPONSIBLE PERSONNEL

1. Owner: Highland Sanitary District Ph: (219) 972-5083
 - a. Public Works Director – Mark Knesek
 - b. District Engineer – Derek Snyder, P.E. – NIES Engineering
2. Engineer: Commonwealth Engineers, Inc. Ph: (260) 494-3223
 - a. Project Manager – Brian Desharnais, P.E.
 - b. Project Engineer – Brian Wilson, P.E.
3. All questions related to Project shall be provided in writing to Brian Wilson, P.E. via Procore. Questions will be addressed via addendum. If any contractors have issues accessing Procore, email Brian at bwilson@contactcei.com.

C. PROJECT AND DRAWINGS OVERVIEW

The project includes but is not limited to: The Construction of approximately 5,080 linear feet of sanitary sewer ranging from eighteen (18) to sixty (60) inches in diameter via open-cut construction methods. Improvements also include the construction of new manhole structures and the connecting of the proposed sewer to the existing N. 5th Street Lift Station, as required for a complete and functioning wastewater collection system. In addition, the project also includes approximately 1,440 linear feet of water main relocation ranging from six (6) to eight (8) inches in diameter via open cut construction methods. All ancillary work, site demolition, and site restoration shall be provided as required by the Contract Documents.

Sheet G4: General Notes, Existing Utility Notes, and Utility Company and Contacts.

Sheets G5 - G6: General Location Plan:

- Perspective contractors were directed to the areas highlighted where no construction or lay-down activities will occur.

- Horizontal and vertical control are provided on sheets G5 and G6.

Sheets DR1 - DR7: Demolition and Restoration Plan:

- Contractor shall replace existing infield, outfield, and warning track with equal or better after construction. All applicable sub-drainage shall be replaced and sloped properly as needed and approved by Owner. Irrigation systems shall be replaced in kind and in proper working order. (Sod requirement to be added via addenda).
- Discussion occurred regarding timing of sod installation and return to play outlined within the construction constraints.
- Contractor shall be required to remove existing sanitary sewer casting and cut structure 5' below ground and fill with flowable fill.
- Contractor shall be required to plug existing sanitary sewer pipe and fill with flowable fill and abandon in place.
- Discussion occurred regarding cellular grout. See Addendum #1.
- Contractor shall protect existing pavilions, baseball dugouts, equipment shed, etc. during construction.
- Contractor shall be required to remove and replace existing trees. (See specifications Part 8, DS-2).
- Tree replacement plan

Sheets PP1 - PP8: Plan and Profile for proposed gravity sanitary sewer:

- Commonwealth walked through sheets PP1 – PP8 noting the size and depth of the proposed sewer alignment.
- PP1: Early Action Items.
 - Contractor shall confirm elevations at the existing N. 5th Street Lift Station prior to beginning sewer construction. Provide elevations to Owner / Engineer.
 - Contractor shall pothole and locate existing storm sewer prior to construction of Line 'A' to permit engineer to make minor adjustments to Line 'A' that may be necessary to avoid existing storm sewer.
- The 84-inch diameter storm sewer was discussed. The Town indicated that this storm sewer constantly has flow.
- Backfill Requirements (See Specifications, Part 8, DS-6).
- Bolt Down Castings required through park.
- PP8: Early Action Item (to be added via Addenda).
 - Contractor shall confirm elevations at the existing MH 1065 prior to beginning sewer construction. Provide elevations to Owner / Engineer.

Sheets P1 - P5: Watermain / Storm Relocation / Replacement.

- Sheets P1 through P4 provide details about the required water main relocations for the project.
- Sheet P5 details the required storm relocations and replacements for the project.

Sheets GR1 - GR2: Grading for ADA Ramps.

- Sheets GR1 and GR2 provide the grading and type of ADA ramps required for the project.

Sheets SS1 - SS5: Structure Details.

Sheets XSP1 - XS13: Cross Section Details for impacted roadways.

Sheets MD1 - MD4: Miscellaneous Details.

Sheets MD5 - EC8: Erosion Control Plan.

D. GENERAL COMMENTS

1. Funding Source: Local Funding via Bonds.
2. Addenda (to be issued):
 - a. Pre-Bid Discussion Items.
 - b. Responses to Questions – all questions to be directed to Brian Wilson at Commonwealth Engineers, Inc. via <https://login.procore.com> and provided by Monday, September 25, 2023, at 5:00 P.M. CST (local).
 - c. Will attempt to issue final addendum on Wednesday, September 27, 2023 (2 business days prior to bid opening).
3. Specifications Overview:
 - a. Advertisement for Bids:
 - Bids will be received by the Highland Sanitary District until 10:00 A.M. local time on Friday, September 29, 2023.
 - Submit at the Highland Municipal Building: 3333 Ridge Road, Highland, IN 46322 – bids will be publicly opened and read at that time.
 - b. Instructions to Bidders – Part 2.
 - c. Project Schedule & Time for Completion (Part 10 - Article 4):
 - Substantial Completion – 365 days from Notice to Proceed.
 - Final Completion – 30 days from Substantial Completion.
 - d. Application of Special Provisions / Specifications – Part 7, Item 1.
 - Hierarchy of Contract Documents is contained within Part 7 of the Contract Book.
 - e. Wage Scale (Part 7):
 - Any requirements of the State of Indiana associated with the use of Prevailing Wages are required, and all acts amendatory thereof and supplemental thereto.
 - f. Permits for the project were referenced and contained within Part 7.
 - IDEM – Sanitary Sewer Construction.
 - IDEM – Watermain Extension.
 - Soil & Erosion Control – General Construction (See Drawings).
 - g. Utilities - Part 7 Item 3 (Also contained on Sheet G4 of the Drawings).
 - h. Maintenance of Traffic (By Contractor) – Part 8, DS-5:
 - Provide all signs and marking materials, flagmen, labor, equipment and services necessary to provide all traffic control and traffic control devices

in accordance with the latest INDOT Standard Specifications and Drawings, and as required by the Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

- i. Safety and Health Requirement – Part 5, GCS 13:
 - The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations for Construction, OSHA (PL 91-596) and the Contract Work Hours and Safety Standards (PL 91-54).

- j. Overtime:
 - Regular Working Hours – Part 4, Article 7-Supplementary Conditions 7:00 AM to 4:00 PM (Local Time).

 - Overtime work and work schedules that vary from identified Regular Working Hours must be requested in writing and approved by the Owner/Engineer.

 - Contractor responsible for premium time payment to Owner/Engineer's RPR should Contractor's schedule mandate work hours over 40 hours per week. See Part 4-Supplementary Conditions.

- k. Construction Survey (By Contractor) – Part 8, DS-1.

- l. Bypass Pumping (Contractor to submit plan for approval) – Part 8, DS-3:
 - DS-8 Table 1 contains Temporary Bypass Flow Requirements throughout the project area.

 - The Contractor shall need to bypass the existing N. 5th Street Lift Station wet well during construction. Highland maintains and operates an aboveground emergency station bypass for the N. 5th Street Lift Station. The Contractor shall need to provide pump(s) and discharge piping to connect to the aboveground piping. The two valves located NW of the station would need to be operated to close the valve on the station side of the tee and open the valve on the bypass side of the tee. No "hot tap" of the existing 18" force main would be required.

 - During the pre-bid meeting site visit, Contractor's asked if utilizing the Town's existing bypass at N. 5th Street would be an option. See Addendum #1.

- m. Field Office (Part 5 - GCS-21): Field Office is required for this project.

- n. Earthwork, Dewatering, Groundwater Control Plan (By Contractor) – Part 8, DS-2:
 - The Contractor shall hire a geotechnical engineer licensed in the State of Indiana to provide services; make recommendations for water removal from excavations; make recommendations to prevent water entrance into excavations; observe and direct all soils related activity; confirm earthwork, backfill, and foundation requirements / methods based on conditions of exposed soils; and include recommendations to excavate the site in such a manner as to prevent damage to adjacently located buildings, utilities, pavements, and conduits. The geotechnical engineer

- shall provide direction on excavation stability and in determination and guidance for any sheet piling or other methods of excavation stabilization.
- If methods other than trench boxes are to be used, the Contractor shall provide submittal(s) for temporary earth retention system(s) inclusive of the shoring method, materials, and calculations certified by a Professional Engineer (procured and paid for by Contractor) licensed in the state of Indiana and submitted for Engineer approval. In accordance with the Supplementary Conditions, Contractor shall submit a written trench safety plan certified by a registered Professional Engineer in the state of Indiana for all excavations greater than twenty (20) feet deep.
 - o. Blasting (Not allowed for Project).
 - p. Pre-Construction Audio / Video Survey (By Contractor) – Part 8, DS-1.
 - q. Geotechnical Evaluation Report – Part 8, Appendix A.
4. Unique Issues - Contractors' attention is directed to the following:
- a. Easements / Right-of-Way.
 - All work shall be performed within the Town's existing right-of-way. If the Contractor believes that additional easement is required, it shall be at the expense and effort of the Contractor.
 - b. Access to Work Areas.
 - c. Noise Control – Highland Municipal Code (HMC) Chapter 9.70.
 - d. Part 8, DS-0: Construction Constraints.
 - The project specific construction constraints were detailed (see Part 8, DS-0).
 - e. Part 8, DS-1: Early Action Items – Field Verification:
 - Where the Drawings specifically note "Early Action" or Field Verify" to confirm the existence and / or location of existing utilities, the Contractor shall field locate/ verify existing utilities as part of the pre-construction site survey and no later than 30-days after issuance of the Notice to Proceed. Field verified information shall be submitted to the Engineer for review as a Shop Drawing. The purpose of this Work and submittal is to confirm that no issues requiring modifications to the Contractor's planned approach / supply are necessary and to afford the Contractor / Engineer the ability to perform minor modifications to layout / supply in the most cost-effective manner possible.
 - f. Part 8, DS-2: Tree Removal and Tree Replacement Plan.
 - Prior to construction beginning the Contractor shall prepare a tree removal and tree replacement plan for the Owner / Engineer's review. The Contractor / Owner / Engineer shall perform a site walkthrough to determine which trees shall be protected, removed, and replaced.

- g. Part 8, DS-6: Granular and Flowable Backfill:
 - Granular backfill must be INDOT B Borrow granular material, with less than seven (7) percent passing the No. 200 sieve. (See specifications).
 - The use of cellular grout was discussed. See Addendum #1.
 - h. Part 8, DS-7: Gravity Sanitary Sewer: Pipe Materials.
 - Pipe type requirements were discussed.
 - i. Part 8, DS-7: Gravity Sanitary Sewer: Pipe Testing.
 - The Contractor was directed to the testing requirements contained within the specifications.
 - j. Part 8, DS-8: Sewer Service Laterals.
 - No laterals are anticipated for the project; however, an undistributed quantity has been provided in the bid tab. If any laterals are required, they will be extended to the right-of-way and a clean-out shall be provided.
 - k. Part 8, DS-11: Surface Replacement.
 - Surface restoration requirements were discussed.
 - l. Final Grading and Seeding.
 - The final grading and seeding specification was highlighted. The specification will be amended to include the sodding requirements.
5. Items to Be Submitted with Bid (Part 9, Bid Form Article 2):
- a. Required Bid security.
 - b. List of Proposed Subcontractors.
 - c. List of Proposed Suppliers.
 - d. Evidence of authority to do business in the state of Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - e. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids (if applicable).
 - f. Required Bidder Qualification Statement with supporting data (EJCDC C-451).
 - g. Indiana State Form No. 96, as amended with Non Collusion Affidavit.
 - h. List of Project References.
 - i. Contractors Bid (EJCDC C-410) and Bid Schedule – Completely executed and signed.
 - j. Acknowledgement of Addenda Received.

- k. Contractor's required to submit a written plan for an employee drug testing program in accordance with IC 4-13-18.
- l. Financial Statement for Bidders – Completely signed and executed.
- m. E-Verify Affidavit.
- n. Certificate of No Investment Activities in Iran.
- o. Town of Highland – Responsible and Responsive Bidder – Affidavit of Compliance (To be issued via Addendum #1).
 - If this form is on record with the Town, the Contractor shall indicate that within their bid.

E. QUESTIONS

What is the age of the 84-inch diameter storm sewer?

Can the Town's existing N. 5th Street Lift Station bypass be utilized by the Contractor?

PRE-BID MEETING
HIGHLAND SANITARY DISTRICT
LAKE COUNTY, INDIANA

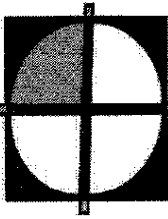
SANITARY SEWER OVERFLOW REMEDIAL PROJECT
PHASE 1 - DIVISION A

SEPTEMBER 8, 2023
10:00 A.M. C.S.T.

HIGHLAND PUBLIC WORKS BUILDING
8001 KENNEDY AVENUE, HIGHLAND, IN 46322

	<u>NAME</u>	<u>ORGANIZATION</u>	<u>PHONE / EMAIL</u>
1)	Keith Kegebein	Dyer Construction, Inc.	(219)-865-2961 / kkegebein@dyerconstruction.com
2)	Chirs Juda	Hasse Construction	219-746-0345 / cjuda@hasseconstruction.com
3)	Chris Nowak	National Trench Safety	312-720-0519 / christophernowak@ntsafety.com
4)	Colin Vance	Grimmer Construction	219-924-1623 / cvance@grimmerconstruction.com
5)	Mark Knesek	Highland	mknesek@highland.in.gov
6)	Derek Snyder	NIES	dsnyder@niesengineering.com
7)	Justin Glaser	LGS Plumbing	admin@lgsplumbing.com
8)	Tim Gembala	Highland	tgembala@highland.in.gov

9)	John Dudlicek	Grimmer	dudlicek@grimmerconstruction.com
10)	Eric Mersino	Grimmer	emersino@grimmerconstruction.com
11)	Brian Desharnais	CEI	bdesharnais@contactcei.com
12)	Brian Wilson	CEI	bwilson@contactcei.com



**COMMONWEALTH™
ENGINEERS, INC.**

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October 5, 2023

Mr. Mark Knesek
Public Works Director
Highland Public Works
8001 Kennedy Avenue
Highland, IN 46322

**RE: Sanitary Sewer Overflow Remedial Project
Phase 1 - Division A
Bid Recommendation**

Dear Mr. Knesek:

Commonwealth Engineers, Inc. has reviewed the bids received on Friday, September 29, 2023, for the Sanitary Sewer Overflow Remedial Project - Phase 1 Division A. A certified bid tabulation is attached to this letter.

Two (2) bids were submitted for the project. Grimmer Construction, Inc. from Highland, Indiana was the apparent low-bidder of \$11,619,169. This was approximately thirty-five percent (35%) higher than the Engineer's Estimate of \$8,567,246. Commonwealth has coordinated internally regarding recently bid projects. It is our understanding that the construction market is still experiencing significant continued inflation due to two (2) factors. (1) There currently is a surplus of work because of federal government infrastructure funding that has occurred over the past year. (2) Ongoing cost of living adjustments occurring throughout the State, which is impacting Contractors' rates and margins, combined with a skilled labor shortage.

John Dudlicek, Vice President and Colin Vance, Project Manager of Grimmer Construction, Inc., were contacted on Tuesday, October 3, 2023, and confirmed Grimmer Construction, Inc. is still comfortable with the original bid price of \$11,619,169. In conversation with Grimmer Construction, Inc., Commonwealth reviewed several bid items that were higher than expected. Generally, these items were higher due to the depth of construction, pace of work, and Grimmer needing to rent or bring in larger construction equipment.

Following our conversation with Grimmer Construction, Inc., a detailed review of Grimmer Construction, Inc.'s bid schedule showed reasonable unit costs and no indications of an unbalanced bid. Contingent upon Town legal review and acceptance, it is the Engineer's recommendation that Grimmer Construction, Inc. is the lowest responsive, responsible bidder for this project.

7256 Company Drive
Indianapolis, IN 46237
Phone: 317.888.1177
Toll Free: 1.800.289.1177
Fax: 317.887.8641

www.commonwealthengineers.com

SSO Remedial Project – Phase 1 Division A
Town of Highland, Indiana
Page 2 of 2

If you have any questions, please contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.

A handwritten signature in black ink that reads "Brian Desharnais". The signature is written in a cursive style.

Brian Desharnais, Ph.D, P.E.

Enclosure:

Engineers Certified Bid Tabulation



**TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
SANITARY SEWER OVERFLOW REMEDIAL PROJECT PHASE 1 - DIVISION A
BID TABULATION**

Tabulation of Bids Received: September 29, 2023
Prepared By: S. Dushman

Item #	Description	Est. Qty	Unit	Engineer's Estimate		Gimmer Construction Inc.		LGS Plumbing, Inc.		Total	Unit Price	Total
				Unit Price	Total	Unit Price	Total	Unit Price	Total			
00-01	TOWNER AUTHORIZATION ALLOWANCE	1	ALW		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00			\$ 50,000.00
01-01	MOBILIZATION & DEMOBILIZATION	1	LS		\$ 353,000.00		\$ 820,000.00		\$ 627,300.00			\$ 627,300.00
02-01	CLEARING AND GRUBBING	1	LS		\$ 10,000.00		\$ 300,000.00		\$ 8,800.00			\$ 8,800.00
02-02	TREE REMOVAL	92	EA	\$ 850.00	\$ 78,200.00	\$ 770.00	\$ 70,840.00	\$ 1,540.00	\$ 141,680.00			\$ 141,680.00
02-03	REPLACEMENT TREES	92	EA	\$ 400.00	\$ 36,800.00	\$ 611.00	\$ 56,212.00	\$ 707.00	\$ 65,044.00			\$ 65,044.00
03-01	SANITARY BYPASSING - N. 5TH LIFT STATION	1	LS		\$ 40,000.00		\$ 50,000.00		\$ 200,000.00			\$ 200,000.00
03-02	SANITARY BYPASSING - LINE 'A'	1	LS		\$ 45,000.00		\$ 50,000.00		\$ 100,000.00			\$ 100,000.00
03-03	SANITARY BYPASSING - LINE 'A-1'	1	LS		\$ 7,500.00		\$ 50,000.00		\$ 80,000.00			\$ 80,000.00
04-01	TEMPORARY EROSION CONTROL	1	LS		\$ 65,000.00		\$ 40,000.00		\$ 15,000.00			\$ 15,000.00
05-01	MAINTENANCE OF TRAFFIC	1	LS		\$ 75,000.00		\$ 50,000.00		\$ 23,000.00			\$ 23,000.00
06-01	GRANULAR BACKFILL FOR OPEN CUT 18" DIA. SANITARY SEWER	1,500	LF	\$ 100.00	\$ 150,000.00	\$ 59.00	\$ 88,500.00	\$ 133.41	\$ 200,115.00			\$ 200,115.00
06-02	GRANULAR BACKFILL FOR OPEN CUT 24" DIA. SANITARY SEWER	685	LF	\$ 120.00	\$ 82,200.00	\$ 80.00	\$ 54,800.00	\$ 150.65	\$ 103,195.25			\$ 103,195.25
06-03	GRANULAR BACKFILL FOR OPEN CUT 30" DIA. SANITARY SEWER	349	LF	\$ 160.00	\$ 55,840.00	\$ 198.00	\$ 69,102.00	\$ 884.00	\$ 308,516.00			\$ 308,516.00
06-04	GRANULAR BACKFILL FOR OPEN CUT 42" DIA. SANITARY SEWER	501	LF	\$ 250.00	\$ 125,250.00	\$ 139.00	\$ 69,639.00	\$ 397.35	\$ 199,072.35			\$ 199,072.35
06-05	GRANULAR BACKFILL FOR OPEN CUT 60" DIA. SANITARY SEWER	2,046	LF	\$ 440.00	\$ 900,240.00	\$ 211.00	\$ 431,706.00	\$ 949.50	\$ 1,942,677.00			\$ 1,942,677.00
06-06	GRANULAR BACKFILL FOR OPEN CUT 6" DIA. WATER MAIN	341	LF	\$ 50.00	\$ 17,050.00	\$ 18.00	\$ 6,138.00	\$ 12.00	\$ 4,092.00			\$ 4,092.00
06-07	GRANULAR BACKFILL FOR OPEN CUT 8" DIA. WATER MAIN	1,047	LF	\$ 60.00	\$ 62,820.00	\$ 19.00	\$ 19,893.00	\$ 12.80	\$ 13,192.20			\$ 13,192.20
06-08	GRANULAR BACKFILL FOR OPEN CUT 8" DIA. STORM SEWER	26	LF	\$ 60.00	\$ 1,560.00	\$ 12.00	\$ 312.00	\$ 11.60	\$ 301.60			\$ 301.60
06-09	GRANULAR BACKFILL FOR OPEN CUT 12 DIA. STORM SEWER	43	LF	\$ 75.00	\$ 3,225.00	\$ 12.00	\$ 516.00	\$ 6.00	\$ 258.00			\$ 258.00
06-10	GRANULAR BACKFILL FOR OPEN CUT 15" DIA. STORM SEWER	19	LF	\$ 90.00	\$ 1,710.00	\$ 12.00	\$ 228.00	\$ 6.00	\$ 114.00			\$ 114.00
06-11	FLOWABLE BACKFILL IN ABANDONED PIPE	198.0	CY	\$ 280.00	\$ 55,440.00	\$ 374.00	\$ 73,752.00	\$ 413.00	\$ 81,588.00			\$ 81,588.00
06-12	FLOWABLE BACKFILL IN ABANDONED STRUCTURES	3.0	EA	\$ 2,600.00	\$ 7,800.00	\$ 11,200.00	\$ 33,600.00	\$ 5,633.00	\$ 16,899.00			\$ 16,899.00
07-01	18" DIA. GRAVITY SANITARY SEWER (PVC, CCFRPM, OR GRP PIPE)	1,500	LF	\$ 210.00	\$ 315,000.00	\$ 306.00	\$ 459,000.00	\$ 453.25	\$ 679,875.00			\$ 679,875.00
07-02	24" DIA. GRAVITY SANITARY SEWER (PVC, CCFRPM, OR GRP PIPE)	685	LF	\$ 320.00	\$ 219,200.00	\$ 367.00	\$ 251,385.00	\$ 544.35	\$ 372,879.75			\$ 372,879.75
07-03	30" DIA. GRAVITY SANITARY SEWER (PVC, CCFRPM, OR GRP PIPE)	349	LF	\$ 390.00	\$ 136,110.00	\$ 2,000.00	\$ 698,000.00	\$ 2,163.20	\$ 754,956.80			\$ 754,956.80
07-04	42" DIA. GRAVITY SANITARY SEWER (PVC, CCFRPM, OR GRP PIPE)	501	LF	\$ 650.00	\$ 325,650.00	\$ 901.00	\$ 451,401.00	\$ 1,304.25	\$ 653,429.25			\$ 653,429.25
07-05	60" DIA. GRAVITY SANITARY SEWER (CCFRPM OR GRP PIPE)	2,046	LF	\$ 1,030.00	\$ 2,107,380.00	\$ 1,900.00	\$ 3,887,400.00	\$ 4,653.70	\$ 9,521,470.20			\$ 9,521,470.20
08-01	6" SEWER SERVICE LATERALS (UNDISTRIBUTED)	100	LF	\$ 100.00	\$ 10,000.00	\$ 163.00	\$ 16,300.00	\$ 300.00	\$ 30,000.00			\$ 30,000.00
09-01	48" DIA. SANITARY MANHOLE	8	EA	\$ 8,800.00	\$ 69,600.00	\$ 8,800.00	\$ 70,400.00	\$ 26,675.55	\$ 213,404.40			\$ 213,404.40
09-02	60" DIA. SANITARY MANHOLE	1	EA	\$ 11,200.00	\$ 11,200.00	\$ 12,900.00	\$ 12,900.00	\$ 33,138.00	\$ 33,138.00			\$ 33,138.00
09-03	60" DIA. DROP SANITARY MANHOLE	1	EA	\$ 13,000.00	\$ 13,000.00	\$ 34,000.00	\$ 34,000.00	\$ 68,438.00	\$ 68,438.00			\$ 68,438.00
09-04	72" DIA. SANITARY MANHOLE	2	EA	\$ 18,100.00	\$ 36,200.00	\$ 45,400.00	\$ 90,800.00	\$ 66,739.00	\$ 133,478.00			\$ 133,478.00
09-05	72" DIA. DROP SANITARY MANHOLE	1	EA	\$ 19,300.00	\$ 19,300.00	\$ 109,000.00	\$ 109,000.00	\$ 105,453.00	\$ 105,453.00			\$ 105,453.00
09-06	96" DIA. SANITARY MANHOLE	2	EA	\$ 35,000.00	\$ 70,000.00	\$ 49,000.00	\$ 98,000.00	\$ 114,497.00	\$ 228,994.00			\$ 228,994.00

CONTRACTORS:

Bid Bond
Evidence of Authority to do Business in Indiana
Form No. 96 w/Non-Collusion Affidavit
List of Project References
Bid Form (EJCDC C-410)
Acknowledgment of Addenda Received (1)
Qualifications Statement (EJCDC C-451)
Financial Statement Signed & Executed
E-Verify Affidavit
Certificate of No Investments in Iran
Drug Testing

Gimmer Construction Inc.
2819 Main Street
Highland, IN 46322

LGS Plumbing, Inc.
1110 E. Summit Street
Crown Point, IN 46307

Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes

Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes



TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
SANITARY SEWER OVERFLOW REMEDIAL PROJECT PHASE 1 - DIVISION A
BID TABULATION

Tabulation of Bids Received: September 29, 2023
 Prepared By: S. Dustman

Item #	Description	Est. Qty	Unit	Engineer's Estimate			Contractor's Estimate		
				Unit Price	Total	Unit Price	Total	Unit Price	Total
08-07	96" DIA. DROP SANITARY MANHOLE	1	EA	\$ 41,500.00	\$ 41,500.00	\$ 67,000.00	\$ 67,000.00	\$ 134,500.00	\$ 134,500.00
08-08	120" DIA. SANITARY MANHOLE	4	EA	\$ 80,100.00	\$ 320,400.00	\$ 79,000.00	\$ 316,000.00	\$ 1,138,850.00	\$ 455,540.00
09-09	120" DIA. DROP SANITARY MANHOLE	1	EA	\$ 85,000.00	\$ 85,000.00	\$ 135,000.00	\$ 135,000.00	\$ 135,157.00	\$ 135,157.00
09-10	STRUCTURE #101 (120" BY 120" RECTANGULAR STRUCTURE)	1	LS		\$ 95,000.00	\$ 202,000.00	\$ 202,000.00	\$ 207,042.00	\$ 207,042.00
09-11	EXISTING N. 5TH STREET LIFT STATION MODIFICATIONS	1	LS		\$ 45,000.00	\$ 236,000.00	\$ 236,000.00	\$ 89,941.00	\$ 89,941.00
10-01	4-INCH STORM SEWER LATERALS	270	LF	\$ 85.00	\$ 22,850.00	\$ 65.00	\$ 17,550.00	\$ 100.40	\$ 27,108.00
10-02	12-INCH STORM SEWER	26	LF	\$ 130.00	\$ 3,380.00	\$ 185.00	\$ 4,810.00	\$ 191.00	\$ 4,986.00
10-03	12-INCH STORM SEWER	43	LF	\$ 150.00	\$ 6,450.00	\$ 135.00	\$ 5,805.00	\$ 144.00	\$ 6,192.00
10-04	12-INCH STORM SEWER	19	LF	\$ 170.00	\$ 3,230.00	\$ 279.00	\$ 5,301.00	\$ 175.50	\$ 3,334.50
10-06	2' X 3' STORM INLET	3	EA	\$ 5,400.00	\$ 16,200.00	\$ 3,900.00	\$ 11,700.00	\$ 8,277.00	\$ 24,831.00
10-06	36" DIA. STORM CATCH BASIN	5	EA	\$ 5,000.00	\$ 25,000.00	\$ 4,000.00	\$ 20,000.00	\$ 7,727.00	\$ 38,635.00
10-07	48" DIA. STORM MANHOLE	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 4,200.00	\$ 4,200.00	\$ 7,577.00	\$ 7,577.00
11-01	LINE 'A' - ASPHALT PAVEMENT ROAD REPLACEMENT - 18" DIA. SANITARY SEWER	1,359	LF	\$ 75.00	\$ 101,925.00	\$ 76.00	\$ 103,284.00	\$ 104.10	\$ 141,471.90
11-02	LINE 'A' - ASPHALT PAVEMENT ROAD REPLACEMENT - 24" DIA. SANITARY SEWER	685	LF	\$ 75.00	\$ 51,375.00	\$ 79.00	\$ 54,115.00	\$ 104.35	\$ 71,479.75
11-03	LINE 'A' - ASPHALT PAVEMENT ROAD REPLACEMENT - 42" DIA. SANITARY SEWER	501	LF	\$ 95.00	\$ 47,595.00	\$ 70.00	\$ 35,070.00	\$ 171.85	\$ 85,996.65
11-04	LINE 'A' - ASPHALT PAVEMENT ROAD REPLACEMENT - 60" DIA. SANITARY SEWER	644	LF	\$ 110.00	\$ 70,840.00	\$ 82.00	\$ 52,808.00	\$ 220.50	\$ 142,002.00
11-05	LINE 'A'-1 - ASPHALT PAVEMENT ROAD REPLACEMENT	20	LF	\$ 75.00	\$ 1,500.00	\$ 82.00	\$ 1,640.00	\$ 300.00	\$ 6,000.00
11-06	STORM SEWER - ASPHALT PAVEMENT ROAD REPLACEMENT	86	LF	\$ 60.00	\$ 5,160.00	\$ 72.00	\$ 6,196.00	\$ 101.15	\$ 8,901.20
11-07	WATERMAIN - ASPHALT PAVEMENT ROAD REPLACEMENT	427	LF	\$ 50.00	\$ 21,350.00	\$ 74.00	\$ 31,598.00	\$ 53.85	\$ 22,993.95
11-08	1.5" ASPHALT ROAD SURFACE MILLING & OVERLAY	14,886	SY	\$ 18.00	\$ 267,948.00	\$ 12.00	\$ 178,632.00	\$ 14.30	\$ 212,869.80
11-09	PAVEMENT STRIPING	1	LS		\$ 21,900.00	\$ 2,400.00	\$ 2,400.00	\$ 5,584.00	\$ 2,500.00
11-10	LINE 'A' - DRIVEWAY REPLACEMENT	30	EA	\$ 2,600.00	\$ 78,000.00	\$ 4,200.00	\$ 126,000.00	\$ 5,584.00	\$ 167,520.00
11-11	STONE DRIVE / PARKING AREA REPLACEMENT	5,157	SY	\$ 14.00	\$ 72,198.00	\$ 14.00	\$ 72,198.00	\$ 1.00	\$ 5,157.00
12-01	FINAL GRADING AND SODDING	1	LS		\$ 392,000.00	\$ 14.00	\$ 14.00	\$ 392,000.00	\$ 372,000.00
13-01	CONCRETE SIDEWALK	1,320	SY	\$ 90.00	\$ 118,800.00	\$ 114.00	\$ 150,480.00	\$ 118.55	\$ 156,486.00
13-02	DEPRESSED CONCRETE CURB AND GUTTER	738	LF	\$ 70.00	\$ 51,660.00	\$ 50.00	\$ 36,900.00	\$ 52.20	\$ 38,523.60
13-03	ROLLED CONCRETE CURB AND GUTTER	3,192	LF	\$ 60.00	\$ 191,520.00	\$ 65.00	\$ 207,480.00	\$ 44.00	\$ 140,448.00
13-04	ADA RAMPS - TYPE A	33	EA	\$ 2,600.00	\$ 85,800.00	\$ 1,800.00	\$ 59,400.00	\$ 2,091.00	\$ 69,003.00
13-05	ADA RAMPS - TYPE B	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,200.00	\$ 3,200.00
13-06	ADA RAMPS - TYPE C	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,860.00	\$ 2,860.00
15-01	FENCING - N. 5TH STREET LIFT STATION	102	LF	\$ 90.00	\$ 9,180.00	\$ 75.00	\$ 7,650.00	\$ 35.50	\$ 3,621.00
15-02	FENCING - STA. 0+60.3+80	500	LF	\$ 90.00	\$ 45,000.00	\$ 45.00	\$ 22,500.00	\$ 35.50	\$ 17,750.00
15-03	FENCING - BASEBALL / SOFTBALL FIELDS	728	LF	\$ 110.00	\$ 80,080.00	\$ 60.00	\$ 43,680.00	\$ 35.50	\$ 25,844.00
16-01	6-INCH DUCTILE IRON WATER MAIN (OPEN CUT)	341	LF	\$ 140.00	\$ 47,740.00	\$ 168.00	\$ 57,288.00	\$ 132.00	\$ 45,012.00
16-02	8-INCH DUCTILE IRON WATER MAIN (OPEN CUT)	1,087	LF	\$ 160.00	\$ 173,520.00	\$ 150.00	\$ 162,900.00	\$ 168.10	\$ 184,405.70
16-03	GATE VALVE AND BOX, 6-INCH	3	EA	\$ 4,500.00	\$ 13,500.00	\$ 1,800.00	\$ 5,400.00	\$ 2,400.00	\$ 7,200.00
16-04	GATE VALVE AND BOX, 8-INCH	4	EA	\$ 5,500.00	\$ 22,000.00	\$ 2,400.00	\$ 9,600.00	\$ 3,800.00	\$ 14,400.00
16-05	FIRE HYDRANT ASSEMBLY	6	EA	\$ 9,500.00	\$ 57,000.00	\$ 8,000.00	\$ 48,000.00	\$ 8,200.00	\$ 49,200.00
16-06	TYPE 'A' CONNECTION, 6-INCH	2	EA	\$ 12,150.00	\$ 24,300.00	\$ 9,100.00	\$ 18,200.00	\$ 11,000.00	\$ 22,000.00



**TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
SANITARY SEWER OVERFLOW REMEDIAL PROJECT PHASE 1 - DIVISION A
BID TABULATION**

CONTRACTORS:		Engineer's Estimate		Grahamer Construction Inc.		LGS Plumbing, Inc.	
Description		Est. Qty	Unit	Unit Price	Total	Unit Price	Total
16-07	TYPE "C" CONNECTION, 6-INCH	6	EA	\$ 14,570.00	\$ 87,420.00	\$ 9,100.00	\$ 54,600.00
16-08	TYPE "D" CONNECTION, 8-INCH	1	EA	\$ 17,480.00	\$ 17,480.00	\$ 11,100.00	\$ 11,100.00
16-09	TYPE "D" CONNECTION, 4-INCH	1	EA	\$ 10,050.00	\$ 10,050.00	\$ 3,500.00	\$ 3,500.00
16-10	TYPE "D" CONNECTION, 6-INCH	3	EA	\$ 11,050.00	\$ 33,150.00	\$ 3,500.00	\$ 10,500.00
16-11	TYPE "D" CONNECTION, 8-INCH	1	EA	\$ 12,150.00	\$ 12,150.00	\$ 3,600.00	\$ 3,600.00
16-12	LINE STOP, 4-INCH	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 5,200.00	\$ 5,200.00
16-13	LINE STOP, 6-INCH	8	EA	\$ 8,000.00	\$ 64,000.00	\$ 5,600.00	\$ 44,800.00
16-14	LINE STOP, 8-INCH	3	EA	\$ 9,000.00	\$ 27,000.00	\$ 9,200.00	\$ 27,600.00
TOTAL BASE BID					\$ 8,567,246.00		\$ 11,619,169.00

Tabulation of Bids Received: September 26, 2023
Prepared By: S. Dustman

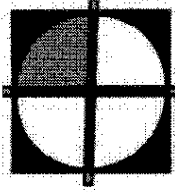
Grahamer Construction Inc.
2619 Main Street
Highland, IN 46322

LGS Plumbing, Inc.
1110 E. Summit Street
Crown Point, IN 46307



Certified By: *Brian K. Wilson*
Brian K. Wilson
Indiana Registered P.E. No. 11900866

Date: 10-4-2023



**COMMONWEALTH
ENGINEERS, INC.**
A wealth of resources to master a common goal.

**Environmental Engineers & Consultants
9604 Coldwater Road, Suite 203
Fort Wayne, IN 46825**

PH: (260) 494-3223

FAX: (260) 494-3224

**Highland Sanitary District
SSO Remedial Project –
Phase 1 - Division A
Pre-Construction
Conference
Meeting Notes**

Meeting Date: Wednesday, November 15, 2023, 10:00 AM CST

Projects Discussed: SSO Remedial Project - Phase 1 Division A
Pre-Construction Conference

Attendees: Rich Garcia - Town of Highland - Sanitary Board President
Mark Knesek - Town of Highland - Public Works Director
Tim Gembala - Town of Highland
Mike Pipta - Town of Highland
Brett Teske - Town of Highland
Steve Hood - Town of Highland
Trever Kinley - Town of Highland
Aaron Krestel - Town of Highland
Derek Snyder - NIES Engineering
John Dudlicek - Grimmer Construction
Brent Jeffries - Grimmer Construction
Jackson Saliwonczyk - Grimmer Construction
Brian Desharnais - Commonwealth Engineers
Brian Wilson - Commonwealth Engineers

Meeting Location: 8001 Kennedy Avenue, Highland, IN 46322

Attachments: Meeting Agenda, Meeting Attendance

Meeting Notes:

A. INTRODUCTION AND VIRTUAL SIGN-IN

Brian D. (Commonwealth) opened the SSO Remedial Project - Phase 1 Division A Pre-Construction meeting with a round of introductions. Attendance was recorded.

B. DESIGNATION OF RESPONSIBLE PERSONNEL

- a. Owner: Highland Sanitary District
 - Richard Garcia President
 - Greg Cieslak Vice-President
 - David Jones Secretary
 - John Bach Commissioner

Kathy DeGuilio-Fox	Commissioner
Mark Knesek	Public Works Director
Robert Tweedle	Board Attorney
Denise Beck	Recording Secretary

- b. Engineer: Commonwealth Engineers, Inc.
Address: 9604 Coldwater Road, Suite 203, Fort Wayne, IN 46825
Phone: (260) 494-3223
Fax: (260) 494-3224

Project Manager: Brian M. Desharnais, Ph.D., P.E.
Email: bdesharnais@contactcei.com

Project Engineer: Brian Wilson, P.E.
Email: bwilson@contactcei.com

Project Engineer: Aaron Burns, P.E.
Email: aburns@contactcei.com

- c. Contractor: Grimmer Construction Co, Inc.
Address: 2619 Main Street, Highland, IN 46322
Office: 219-924-1623

Project Manager: John Dudlicek
Email: dudlicek@grimmerconstruciton.com

Superintendent: Brent Jeffries
Email: bjeffries@grimmerconstruciton.com

Contract Coordination: Margie Hofmann
Email: mhofmann@grimmerconstruciton.com

PM and Superintendent Assistant: Jackson Saliweczyk
Email: jsaliweczyk@grimmerconstruciton.com

- d. Utility contacts have been provided on Drawing No. G3 and within Part 7 - Special Provisions.
- Minor updates have occurred to the utility contacts. Those updates are contained within the Pre-Construction Conference meeting agenda.
 - The Police Station phone number is (219) 838-3184. Mark noted that if the Contractor needs to contact the police department after hours, the Contractor will need to call 9-1-1.

C. WAGE SCALE DISCUSSION

- The SSO Remedial Project - Phase 1 Division A is being funded through local funds. State of Indiana Prevailing Wages are required, and all acts amendatory thereof and supplemental thereto.

D. PROCORE CONSTRUCTION MANAGEMENT SOFTWARE & SUBMITTALS

- Procore (<https://www.procore.com/>) construction management software will be used to process submittals, requests for information, etc.
- Grimmer noted that they use Procore as their construction management software.
- Mark noted that Kim Webb should be on the distribution list for all change orders.

E. CONTRACTOR SCHEDULES & PLANS TO BE SUBMITTED PRIOR TO BEGINNING CONSTRUCTION

- Plan of Operation (Reference: Part 8 Detailed Specifications, DS-00)
 - The Plan of Operation shall be a general outline of the Contractor's proposed means and methods for constructing the Town of Highland SSO Remedial Project - Phase 1 Division A.
 - The Contractor shall submit their proposed lay down areas for the project.
- Estimated Progress Schedule (Reference: Part 8 Detailed Specifications, DS-00)
- Estimated Schedule of Submittals (Reference: Part 8 Detailed Specifications, DS-00)
 - The Engineer has provided a list of anticipated submittals within Part 8, Detailed Specification 0 for the Contractor's use.
- Early Action Items (Reference: Drawings and Part 8, Detailed Specifications DS-01)
 - All Sheets – "Field Verify" existing utilities. Confirm location and depth of existing water main prior to construction on Line 'A' (i.e. pothole existing utilities).
 - Sheet PP1: Contractor shall confirm elevations at the existing N. Fifth Lift Station prior to beginning sewer construction. Provide elevations to Owner / Engineer.
 - Sheet PP1: Pothole existing storm sewer prior to construction of Line 'A' to permit Engineer to make minor adjustments to Line 'A' that may be necessary to avoid existing storm sewer.
 - Sheet PP2: Contractor shall televise the existing 84-inch diameter storm sewer prior to beginning construction. The Contractor shall provide the video to the Owner / Engineer for their record. Additionally, the Contractor shall provide their plan for supporting the storm sewer prior to beginning construction.
 - Sheet PP8: Contractor shall confirm elevations at existing Sanitary Structure 1065 prior to beginning construction. Provide elevations to Owner / Engineer.
- Preconstruction Audio-Visual Survey (Reference: Part 8 Detailed Specifications, DS-01)
- Construction Survey - All Layout Work is Responsibility of Contractor (Reference: Part 8 Detailed Specifications, DS-01) – provide to Owner / Engineer for their records.
- Excavation and Dewatering Plan (Reference: Part 8 Detailed Specifications, DS-02)
 - Excavation Plan inclusive of Indiana PE Certified Temporary Earth Retention System and Trench Safety Plan based on Contractor's proposed means and methods.
- Tree Removal Site Walkthrough (Reference: Part 8 Detailed Specifications, DS-02)
 - Prior to construction, the Contractor shall perform a site walkthrough with the Owner and Engineer's representative to determine which trees shall be removed, pruned, or protected. The Contractor shall not perform any tree work prior to this meeting and plan being removed.
- Sanitary Bypassing Plan (Reference: Part 8 Detailed Specifications, DS-03)
 - The Engineer noted that bypass pumping at the N. 5th Street Lift Station will be a critical component of the project to ensure that the Town is protected from basement backups.
- Erosion Control Plan (Reference: Part 8 Detailed Specifications, DS-04)
 - Plan must comply with Stormwater General Permit (Sheets MD5 through EC7).
- Traffic Control Plan (Reference: Part 8 Detailed Specifications, DS-05)
- Bedding, Granular Backfill, and Flowable Fill (Reference: Part 8 Detailed Specifications, DS-06)

- INDOT B Borrow Granular Material (less than seven (7) percent passing the No. 200 sieve).
- Gravity Sanitary Sewer (Reference Part 8, Detailed Specifications, DS-07)
 - The Engineer noted that Joint Testing will be required on the large diameter sewers.
 - The Contractor noted that they are having trouble finding a joint-tester for the large diameter pipe.
 - The Engineer noted that a low-pressure air test will be required for 18 and 24-inch diameter sewers.
- Pre-Cast Sanitary Structures (Reference: Part 8, Detailed Specifications, DS-09).

F. DISCUSSION OF CONTRACT GENERAL ITEMS

- The Engineer is currently coordinating the execution of the Contract. The Engineer shall provide copies of the Contract to the Owner and Contractor upon receipt of the following 2 items from the Contractor:
 - The Contractor submitted their Performance and Payment Bonds in AIA format. The Contractor needs to resubmit the bonds in the required EJCDC format.
 - The Contractor also needs to fill in the missing information for the Escrow Agreement.
- Notice to Proceed is December 1, 2023.
- Contract Time:
 - 365 calendar days from date given in the Notice to Proceed to substantial completion.
 - Final completion and ready for final payment on or before 30 calendar days from substantial completion.
- Liquidated Damages are outlined within Part 10 Contract Documents, Page C-2.
- Copies of Documents
 - Commonwealth will provide Grimmer Construction with three (3) full size drawings inclusive of the Addendum No. 1 sheets.
- Project Meetings
 - The monthly project progress meetings shall be held the second Thursday of every month at 10:00 AM CST at Grimmer's Field Office. The first progress meeting shall be January 11, 2024. The progress meetings shall occur on the following dates:

▪ January 11, 2024	▪ July 11, 2024
▪ February 8, 2024	▪ August 8, 2024
▪ March 14, 2024	▪ September 12, 2024
▪ April 11, 2024	▪ October 10, 2024
▪ May 9, 2024	▪ November 14, 2024
▪ June 13, 2024	▪ December 12, 2024
 - The Engineer shall send out meeting invites for the monthly progress meetings.
- Changes in Work
 - Reference: Part 3 Standard General Conditions.
- Review of Working Hours & Overtime:
 - Reference: Part 4 Supplementary Conditions
 - Working hours: 7:00 AM to 4:00 PM.
 - The Contractor noted that they are still determining work schedule for the project.
 - Overtime payment guidance is defined in Part 4 Supplementary Conditions.
- Application for Progress Payments
 - The Contractor shall submit their pencil copy to the Engineer's RPR the last Thursday of the month.

- The Engineer shall provide their electronic recommendation and documentation to Highland on or before the second Tuesday of the month. The Engineer shall mail three (3) hard copies of the documents to Highland for their signature and use.
- It was noted that Highland Sanitary District Board meetings occur the third Tuesday of every month and pay applications will be approved at those meetings.
- The Contractor shall be using an escrow account for the retainage. The Contractor is coordinating with the Engineer on that documentation.

G. DISCUSSION OF GENERAL REQUIREMENTS

- General requirements are defined in the Pre-Construction Meeting Agenda.

H. OPEN DISCUSSION

- Commonwealth noted that the set points at the existing N. 5th Lift Station will need to be lowered after flow is rerouted through the new 60-inch diameter sewer. Highland and Commonwealth will work to determine what set points to implement.
- Cost Saving Opportunities
 - Final Grading and Seeding vs. Final Grading and Sodding
 - It is Grimmer's opinion that seed is a better long-term product than sod. Grimmer will submit an RFI that contains cost saving information for the Town's review.
 - Various Backfill / Bedding Materials
 - If Grimmer would like to propose a cost-effective backfill material other than the specified material, they shall submit an RFI that contains cost-saving information.
 - Clay Layer Above Granular Backfill
 - Grimmer proposes to install a clay layer above the proposed granular backfill; however, the depth of that layer based on their means and methods. Grimmer shall submit an RFI that contains the information regarding the clay layer and cost saving information for the Owner / Engineer's review.
 - Alternative Spoil Sites
 - The Town of Highland is not aware of any spoil sites for the excavated material.
 - Trenchless Option Under 84-inch Stormer Sewer
 - It is Grimmer's opinion that trenchless installation under the 84-inch sewer will not be cost effective.
- Grimmer asked if the playground must be protected during construction, which is currently required by the Contract Documents. Based on their means and methods, Grimmer will coordinate with the Owner and Engineer regarding impacts to the playground.
- A general discussion occurred regarding the construction of the 8-inch water main.

**HIGHLAND SANITARY DISTRICT
SSO REMEDIAL PROJECT – PHASE 1 DIVISION A
PRE-CONSTRUCTION CONFERENCE AGENDA**

**PRE-CONSTRUCTION CONFERENCE AGENDA
SANITARY SEWER OVERFLOW REMEDIAL PROJECT
PHASE 1 - DIVISION A PROJECT
HIGHLAND SANITARY DISTRICT**

DATE: Wednesday, November 15, 2023

TIME: 10:00 AM CST

LOCATION: 8001 Kennedy Avenue, Highland, IN 46322

A. INTRODUCTIONS AND SIGN-IN

B. DESIGNATION OF RESPONSIBLE PERSONNEL

a. Owner: Highland Sanitary District

Richard Garcia	President
Greg Cieslak	Vice-President
David Jones	Secretary
John Bach	Commissioner
Kathy DeGuilio-Fox	Commissioner
Mark Knesek	Public Works Director
Robert Tweedle	Board Attorney
Denise Beck	Recording Secretary

b. Engineer: Commonwealth Engineers, Inc.

9604 Coldwater Road, Suite 203 Office: (260) 494-3223
Fort Wayne, IN 46825 Fax: (260) 494-3224

Project Manager: Brian M. Desharnais, P.E.
Email: bdesharnais@contactcei.com

Project Engineers: Brian Wilson, P.E.
Email: bwilson@contactcei.com

Aaron Burns, P.E.
Email: aburns@contactcei.com

c. Contractor: Grimmer Construction, Inc.

2619 Main Street Office: 219-924-1623
Highland, IN 46322

Project Manager: John Dudlicek
Email: dudlicek@grimmerconstruciton.com

Superintendent: Brent Jeffries
Email: bjeffries@grimmerconstruciton.com

Contract Coordination: Margie Hofmann
Email: mhofmann@grimmerconstruciton.com

PM and Superintendent Assistant: Jackson Saliweczyk
Email: jsaliweczyk@grimmerconstruciton.com

d. Utilities (References: Drawings and Part 7 Special Provisions)

Water:	Highland Public Works - Waterworks, Mark Knesek (219) 972-5083
Sewer:	Highland Sanitary District, Mark Knesek (219) 972-5083
Electric:	NIPSCO Electric (Hammond), Dave Prather (574) 870-0849
Gas:	NIPSCO Gas (Hammond), Dave Prather (574) 870-0849
Telephone:	AT&T - Distribution, C. Dewayne Bullock (317) 610-5450
Cable:	Comcast, Larry Smith (800) 934-6489
Fiber Optic:	MCI, Chris Fowler (317) 685-8050 Surf Broadband solutions, Scott Heming (574) 274-3210 Intelligent Fiber Network (317) 280-4636
Pipeline:	Buckeye, John Rangle (219) 781-3383 BP Pipeline CO., Jeff Payne (219) 313-6030 Marathon Pipe Line Co., Landon Morris (419) 957-7792
Streets	Highland Public Works - Street Department, Mark Knesek (219) 972-5083
Fire	Highland Fire Department, Michael Pipta (219) 923-9876
Police	Highland Police Department, Ralph Potesta (219) 883-3184

C. WAGE SCALE DISCUSSION

- a. State of Indiana Prevailing Wages are required, and all acts amendatory thereof and supplemental thereto.

D. PROCORE CONSTRUCTION MANAGEMENT SOFTWARE & SUBMITTALS

- a. Procore (<https://www.procore.com/>) construction management software will be used to process submittals, requests for information, etc.
- b. Refer to specification requirements for the need for submittal of shop drawings, plans, schedules, photos, videos, descriptive literature, O&M manuals, design calculations, test/performance data, etc. Important requirements to note:
1. Submit complete submittals.
 2. Contractor to stamp and sign each submittal confirming their detailed review.
 3. Clearly and explicitly identify any exceptions and variations to the contract documents.

E. CONTRACTOR SCHEDULES & PLANS TO BE SUBMITTED PRIOR TO BEGINNING CONSTRUCTION

- a. Plan of Operation
(Reference: Part 8 Detailed Specifications, DS-00)
- General summary provided within DS-00; however, additional requirements are defined throughout the detailed specifications.
 - DS-00: Protection of Existing Pavement
 - DS-02: Earthwork, groundwater management, clearing, tree removal, and site drainage plan – outline.
 - DS-03: Bypass Pumping Plan (outline)
 - Quality Control Plan (Testing of backfill, pipe, structures, etc.) (Part 4)
- b. Estimated Progress & Payment Schedule
(Reference: Part 8 Detailed Specifications, DS-00)
- c. Estimated Schedule of Submittals
(Reference: Part 8 Detailed Specifications, DS-00)
- d. Early action item submittal(s)
(Reference: DS-01 and Drawings)
- All Sheets – “Field Verify” existing utilities. Confirm location and depth of existing water main prior to construction on Line ‘A’.
 - Sheet PP1: Contractor shall confirm elevations at the existing N. Fifth Lift Station prior to beginning sewer construction. Provide elevations to Owner / Engineer
 - Sheet PP1: Pothole existing storm sewer prior to construction of Line ‘A’ to permit Engineer to make minor adjustments to Line ‘A’ that may be necessary to avoid existing storm sewer.
 - Sheet PP2: Contractor shall televise the existing 84-inch diameter storm sewer prior to beginning construction. The Contractor shall provide the video to the Owner / Engineer for their record. Additionally, the

Contractor shall provide their plan for supporting the storm sewer prior to beginning construction.

- Sheet PP8: Contractor shall confirm elevations at existing Sanitary Structure 1065 prior to beginning construction. Provide elevations to Owner / Engineer.
- e. Preconstruction Audio-Visual Survey
(Reference: Part 8 Detailed Specifications, DS-01)
 - f. Construction Site Survey
(Reference: Part 8 Detailed Specifications, DS-01)
 - g. Excavation and Dewatering Plan
(Reference: Part 8 Detailed Specifications, DS-02)
 - Excavation Plan inclusive of Indiana PE Certified Temporary Earth Retention System and Trench Safety Plan based on Contractor's proposed means and methods.
 - h. Tree Removal Site Walkthrough
(Reference: Part 8 Detailed Specifications, DS-02)
 - Prior to construction, the Contractor shall perform a site walkthrough with the Owner and the Engineer's representative to determine which trees shall be removed, pruned, or protected. The Contractor shall not perform any tree work prior to this meeting and plan being approved.
 - i. Sanitary Bypass Plan
(Reference: Part 8 Detailed Specifications, DS-03)
 - j. Erosion Control Plan
(Reference: Part 8, Detailed Specifications, DS-04)
 - Plan must comply with Stormwater General Permit (Sheets MD5 through EC7).
 - k. Traffic Control Plan
(Reference: Part 8 Detailed Specifications, DS-05)
 - l. Bedding, Granular Backfill, and Flowable Fill
(Reference: Part 8 Detailed Specifications, DS-06)
 - INDOT B Borrow Granular Material (less than seven (7) percent passing the No. 200 sieve)
 - m. Gravity Sanitary Sewer
(Reference: Part 8, Detailed Specifications)
 - n. Pre-Cast Sanitary Structures
(Reference: Part 8, Detailed Specifications)

F. DISCUSSION OF CONTRACT GENERAL ITEMS

- a. Report on the Status of Execution of the Contract Documents:
 - 1. The Contractor's performance and payment bonds and insurance.

2. Purchase order with the Highland Sanitary District.
- b. Date of Construction Beginning and Completion:
1. Notice to Proceed: December 1, 2023
 2. Contract Time:
(Reference: Part 10 Contract Documents, Page C-1)
 - 365 calendar days from date given in the Notice to Proceed to substantial completion.
 - Final completion and ready for final payment on or before 30 calendar days from substantial completion.
- c. Liquidated Damages:
(Reference: Part 10 Contract Documents, Page C-2)
1. In the event the project is not completed within the time allotted in the Contract, the Contractor will be assessed \$1,000.00 per day as liquidated damages for each day that expires after the date specified for Substantial Completion until substantially complete.
 2. After Substantial Completion, the Contractor will be assessed \$1,000.00 per day as liquidated damages for each day that expires after the date specified for Final Completion until finally complete.
- d. Copies of Documents
1. Contractor's need for additional construction plans and documents.
- e. Project Meetings:
(Reference: Part 8 Detailed Specifications, DS-00)
1. Monthly Meetings – Contractor shall attend monthly progress meetings. The monthly meeting shall be scheduled on a day that will facilitate attendance by all representatives. Monthly meetings include a longer view of project planning, and attendees shall include the Contractor, Owner's Representatives, Resident Project Representative, and Engineer.
 3. Weekly Meeting – Weekly foreman meetings shall be held at a time and date agreeable to the Resident Project Representative. Weekly meetings are a short-term view of the immediate work activities, with emphasis on identifying effects on daily plan operations.
- f. Changes in Work:
(Reference: Part 3 Standard General Conditions)

1. All additions, deletions, or revisions in the work shall be authorized by a written amendment, change order or work change directive.
 2. Electronically submit the Contract Clarification / Interpretation Requests for all clarifications of the contract documents to the Engineer via Procore.
 3. If the Contractor believes any change or alteration authorized by the Owner entitles him to an increase in the Contract Price or Time, he must advise the Engineer and Owner in writing prior to commencing work.
 4. Any claim for an increase in the Contract Price must be based on written notice delivered to the Owner within 30 days of the occurrence of the event giving rise to the claim. Provide Engineer with electronic copy of notice to Owner.
 5. Minor changes or alterations in the work not involving additional cost or Contract Time will be accomplished by a field order.
- g. Review of Working Hours & Overtime:
(Reference: Part 4 Supplementary Conditions)
1. Working Hours – No work shall be done between 4:00 p.m. and 7:00 a.m., nor on Saturday, Sunday or Owner’s legal holidays without written permission by Engineer and Owner.
 2. Overtime – Overtime payment shall require payment by the Contractor to the Owner for all cost incurred by the Engineer and/or Owner for his representatives for overtime expense on account of the Contractor working over 40 hours per week, Saturdays, Sundays, and/or Holidays and any and all cost for regular and overtime time beyond the Contract Time of Completion. Resident Representative’s time will be billed to the Contractor by the Owner. Payments by the Contractor shall be made monthly based on the Engineer’s and/or Owner’s detailed invoice to the Contractor. If the Contractor fails to make any payments due to the Owner within thirty (30) days from the date of invoice, then the OWNER shall be entitled to interest at the rate of 1½% per month (but not to exceed the maximum rate allowed by Indiana law) from said 30th day. Additionally, if the payment is not made within this thirty (30) day period the Owner may deduct this amount from any amounts due to the contractor, including amounts held in retainage. Resident Representative’s time shall be invoiced to the Contractor at a regular rate of \$158.25 per hour plus expenses. Premium overtime shall be invoiced at 1.5 times regular time.
- h. Application for Progress Payments:
1. Contractor shall prepare payment application form on monthly basis, which shall include an updated construction schedule. Use standard EJCDC C-620. Submit form to the Resident Project Representative for review.

2. After review and agreement with Resident Project Representative on the percentage of work completed and installed quantities, Contractor shall submit final payment application to the Engineer. Submit three copies to the Engineer. The form shall be filled out and certified by the Contractor covering the work completed as of the date of application. Final payment applications should also be signed by the Resident Project Representative to certify that the percentage of completed work and installed quantities have been reviewed and are accurate.
3. The timing of the payment request submittal will be determined at the Preconstruction Conference.
 - Payment cutoff date _____ each month.
 - Contractor payment application to be submitted to the Engineer by ____
_____ of each month.
 - Engineer approved payment application to be submitted to the Owner by _____ of each month.
6. After each application for payment has been found acceptable by the Owner, the Owner will pay 95 percent of the estimated value, less any previous payments to the Contractor.
7. Each subsequent application for payment shall include appropriate affidavits / lien waivers pertaining to previous progress payment.
8. Payments for materials stored on-site:
 - Owner may pay the actual cost, per invoice, of such material less retainer as outlined above. Contractor must provide signed lien waivers that the invoice has been paid prior to the next request for payment.
8. Certified Payroll documentation must be submitted on a monthly basis.
9. Retainage account discussion.

G. DISCUSSION OF GENERAL REQUIREMENTS

- a. Contractor shall obtain local permits prior to starting construction.
 1. The Owner has obtained the following permits:
 - IDEM – Construction
 - IDEM – Water Main Extension
 - SWPPP
- b. Construction Progress:
 1. Contractor shall document with photographs any unusual aspect of the work.

c. Safety:

1. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work for protection of all employees on the site and other persons who may be affected by the work, all the work and materials to be incorporated therein, and the property of others at the site adjacent thereto.
2. The Contractor is solely responsible for safety and full protection of the public and Contractor's workforce. This responsibility shall continue until such time as all work is completed.

d. Testing Laboratory Services.

1. Contractor to provide testing and inspecting of work and material.
2. Provide names of testing labs to be used.
3. Timely submit testing reports (To be submitted via Procore for the Engineer's records.)

e. Temporary Construction Facilities and Utilities:

1. Contractor to provide for any temporary facilities and utility needs.
2. Contractor to coordinate location of facilities with Engineer and Owner.
3. Contractor to provide sanitary facilities for Contractor's and Subcontractor's workforce.

f. Environment Protection

1. Provide required environmental protections / dust / erosion control as stated in Part 8.
2. Contractor shall meet the requirements of the Owner's noise ordinance as stated in Part 5.

g. Housekeeping:

1. The Contractor shall keep the premises free from accumulations of waste material, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, tools, construction equipment, and machinery from and about the premises.

h. Materials:

1. Contractor to review procedures for inspection and maintenance of stored materials.

2. Owner, Engineer, or representative of the Owner or Engineer will not accept material deliveries on behalf of the Contractor. Contractor is solely responsible for security at the site.

i. Project Record Documents:

1. Contractor to provide copies of Daily Construction reports to Resident Project Representative on weekly basis. Also, a copy of weekly Erosion & Sediment Control Inspection Reports.
2. Copies of all delivery tickets for material to be given to Resident Project Representative at time of delivery.
3. The Contractor shall keep one (1) record copy of all specifications, drawings, addenda, contract modifications and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be delivered to Owner upon completion of the project for use in preparing record drawings. Failure to properly record documents may be reason to delay a portion of progress payment until records comply with Contract Documents. Status of Record Drawings to be checked by RPR on a monthly basis.
4. Contractor shall submit testing reports via Procore for the Engineer's records.

H. OPEN DISCUSSION

- a. Coordination with Highland to update the existing N. 5th Street Lift Station pump set points based on Grimmer's plan of operation and schedule.
- b. Cost Saving Opportunities:
 1. Final Grading and Seeding vs. Final Grading and Sodding
 2. Various Slag Backfill / Bedding Materials
 3. Clay Layer Above Granular Backfill
 4. Alternative Spoil Sites
 5. Trenchless Option Under 84-inch Storm Sewer

**HIGHLAND SANITARY DISTRICT
SSO REMEDIAL PROJECT – PHASE 1 DIVISION A
PRE-CONSTRUCTION CONFERENCE ATTENDANCE**

SANITARY DISTRICT OF HIGHLAND

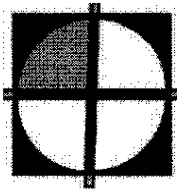
**SSO REMEDIAL PROJECT
Phase 1 - Division A**

PRE-CONSTRUCTION CONFERENCE

**November 15, 2023
10:00 AM CST**

SIGN-IN SHEET

	<u>NAME</u>	<u>ORGANIZATION</u>	<u>EMAIL</u>
1)	BRIAN DESMARQUIS	CEI	bdesmarquis@contactcei.com
2)	Brian Wilson	CEI	bwilson@contactcei.com
3)	BRETT TESKE	TOH	BTESKE@HIGHLAND.IN.GOV
4)	MIKE PIPTA	TOH	M.PIPTA@HIGHLAND.IN.GOV
5)	Steve Hood	TOH	
6)	MARK KRZESEK	TOH	MKRZESEK@HIGHLAND.IN.GOV
7)	Derek Snyder	NDES	dsnyder@niesengr.com
8)	Richard J. Garcia	TOH	richardjgarcia@att.net
9)	TIM GEMBALA	TOH	t.gembala@highland.in.gov
10)	Jackson Salmeron	GCI	jsalmeron@gimmerconstruction.com
11)	BRENT JEFFRIES	GCI	bjeffries@gimmerconstruction.com
12)	JOHN DUDLICEK	GCI	DUDLICEK " " "
13)	TREVER Kinley	TOH PARKS	tkinley@highland.in.gov
14)	Aaron Krestel	Toit Water Dept.	AKrestel@highland.in.gov
15)			
16)			
17)			
18)			
19)			
20)			



**COMMONWEALTH
ENGINEERS, INC.**
A wealth of resources to master a common goal.

Environmental Engineers & Consultants
9604 Coldwater Road, Suite 203
Fort Wayne, IN 46825

PH: (260) 494-3223

FAX: (260) 494-3224

**Town of Highland
Sanitary District**

**SSO Remedial Project
Phase 1, Division B & C
Kick-Off
Meeting Notes**

Meeting Date: October 25, 2023, 10:00 AM (CST)

Projects Discussed: SSO Remedial Project - Phase 1 Divisions A, B, & C

Attendees: Mark Knesek – Town of Highland
Mike Pipta – Town of Highland
Tim Gembala – Town of Highland
Derek Snyder – NIES Engineering
Brad Ewart – SME
Jamie Bates – SME
Brian Desharnais – Commonwealth Engineers
Brian Wilson – Commonwealth Engineers
Aaron Burns – Commonwealth Engineers

Meeting Location: Highland Public Works - 8001 Kennedy Avenue, Highland, IN 46322

Attachments: Meeting Agenda
Sign-In Sheet

Meeting Notes (action items are noted in ***bold italics***):

General

Brian D. opened the meeting by distributing the meeting agenda as well as a sign-in sheet, which was followed by a brief round of introductions.

Phase 1 Division A

- The Town of Highland Sanitary Board has passed a resolution to accept the bid from Grimmer Construction, Inc.
- ***Commonwealth will set up a pre-construction meeting as soon as possible. (Post meeting note – the pre-construction meeting is scheduled for November 15, 2023.)***
- ***Commonwealth will prepare the contract documents for the Town and Grimmer's signatures.***

Phase 1 Divisions B and C

The goal of this project is to develop final documents and permits for the Phase 1 – Divisions B (new N. 5th Street Lift Station) and C collection system improvements (new force mains), which includes: field work, bidding, construction engineering, resident project representation, and regulatory and funding assistance services.

- Commonwealth's Fort Wayne Office will be the design team for the project. Brian Desharnais will serve as the Project Manager, and Brian Wilson and Aaron Burns will serve as Project Engineers.
- Commonwealth's Indianapolis Office will provide assistance with regulatory and funding issues. This effort will be led by Brady Dryer and Gabrielle Biciunas. In addition, the Indianapolis office will provide independent QA/QC.
- NIES Engineering (Derek Snyder) will provide assistance with surveying, design / utility coordination, and QA/QC.
- SME (Brad Ewart and Jamie Bates) will be serving as the geotechnical engineer for the project.
- It was noted that the subconsultants anticipated for the project include NIES (surveying, design assistance, utility coordination, and QA/QC), SME (geotechnical engineering), CE Solutions (structural / architectural engineering), NWC (computational fluid dynamics), and Cardno (wetland delineation / tree inventory).
- The schedule for the Consent Decree was discussed. The Consent Decree deadline for the completion of the Phase 1 – Divisions B & C Projects is August 31, 2027.
- The Phase 1 Division B collection system improvements involve the construction of a new lift station:
 - Include a triplex pump setup to convey up to five (5) million gallons per day (MGD) of dry weather flow to the connection point in the City of Hammond near the existing twenty-one (21) inch diameter gravity sewer.
 - Include a triplex pump setup to convey up to twenty-five (25) MGD of wet weather flow to the connection point in the City of Hammond near the yet-to-be built seventy-two (72) inch diameter force main.
 - Include a duplex pump setup to convey up to twenty-five (25) MGD of catastrophic emergency flow to the Town of Highland's stormwater collection system near the new lift station.
- It was noted that electrical / instrumentation and controls design for the project will be performed in house by Commonwealth.
- It was noted that the existing twenty-one (21) inch diameter gravity sewer that the proposed fourteen (14) inch diameter dry weather force main will connect to is the Town of Highland's current connection point to the City of Hammond.
- The Town of Highland indicated that Kennedy Avenue bridge will be raised and a pedestrian added. ***The Town of Highland will coordinate the status of this project.***
- ***The Town of Highland will send Commonwealth any record or design drawings for infrastructure along the proposed force main route to assist in the design of this project such as the pedestrian bridge.***
- The Town of Highland infrastructure will be conveying flow to the City of Hammond infrastructure. Communication with Hammond and their design team will be critical throughout the project to ensure that the pumps and force mains are adequately sized.

- It was noted that two (2) kick-off meetings with the City of Hammond might be more beneficial than one (1) meeting: the first with the City of Hammond's upper-level staff and managers and the second with key members of the utility departments.
- ***The Town of Highland will make the first attempt to reach out to the City of Hammond to schedule the first meeting to discuss tie in points, construction on Hammond's property, surveying, and geotechnical engineering.***
- The Town of Highland agreed that submittals at 30%, 60%, 90%, and final completion are sufficient for this project.
- The Basis of Design, Surge Modeling, and Computational Fluid Dynamics Modeling Reports will all be part of the submittals for this project.
 - For the Basis of Design Report, design-level hydraulic, structural, geotechnical, instrumentation & control, and operations & maintenance analyses will be performed for the proposed facilities in support of the 30% design submittal.
 - The Surge Modeling Report submittal includes using the software KYPipe Surge to assess potential worst case surge conditions and to select an adequate surge suppression system to protect the proposed facilities. A preliminary report will be submitted with the 60% submittal package while the final report will be submitted with the 90% submittal package.
 - Computational fluid dynamic modeling will be performed using the software FLOW-3D with the goal of verifying acceptable approach hydraulics to the pump inlet in accordance with the Hydraulic Institute design standards and guidance. The modeling software will be used to evaluate hydraulic flow patterns within the proposed facility to identify hydraulic issues such as nonuniform approach flow and areas with potential for sedimentation. A preliminary report will be submitted with the 60% submittal package while the final report will be submitted with the 90% submittal package.
- Autodesk Civil 3D and Autodesk Revit will be used in the design of the new lift station and force mains.
- The Town of Highland does not have any standard technical specifications for lift stations.
- It was noted that Commonwealth may apply for permits after the 90% submittal rather than the final submittal depending on schedule.
- It was noted that one (1) IDEM permit and one (1) SWPPP permit will be used for both divisions.
- Surveying and geotechnical engineering crews will proceed once all components on the City of Hammond's property (tie in points, force main route, etc.) are confirmed.
- It was noted that the geotechnical engineering field work for Division B was completed during Division A.
- It was noted that Lake County requires utility lines to be at least five (5) feet below the bottom of rivers and streams.
- It was noted that there are rows of sheet piles near Kennedy Avenue that the force main will need to go under.
- ***The Town of Highland will provide Commonwealth contact information for the Army Corps of Engineers.***
- ***Commonwealth will begin coordination with the Army Corps of Engineers once the contact information is received from the Town of Highland.***
- It was noted that a casing pipe underneath rivers and streams is generally not necessary.
- During the meetings with the City of Hammond, Commonwealth will ask about any known soil contamination issues.
- It was noted that an abandoned Buckeye pipeline runs parallel to the Town of Highland's existing N. 5th Street Lift Station force main.

- It was noted that all active petroleum conveyance lines are near the railroad tracks.
- NIES Engineering will provide surveying for the project.
- ***NIES Engineering will provide Commonwealth with record drawings of infrastructure in the vicinity of the project to assist in design of the new lift station and force mains.***
- Commonwealth will request record drawings from the City of Hammond during the coordination meetings.
- ***Commonwealth will confirm that the N. 5th Street Storm Lift Station record drawings are within theirs files. If they are not, Commonwealth will coordinate with the Town to obtain them.***
- It was noted that the new lift station will have backup power in the form of a generator.
- It was noted that the exiting lift station will be disconnected from the Town’s existing generator.
- The Town of Highland noted that chopper pumps are preferred for the new lift station with the pump manufacturers being either Flygt, Vaughn, Xylem, Sulzer, or KSB but not Barnes.
- ***Commonwealth will investigate upstream grinder options for the lift station.***
- The Town of Highland noted that mechanical screens are not preferred due to the amount of maintenance.
- It was noted that the five (5) MGD and twenty-five (25) MGD pump systems will not be running at the same time in an agreement with the City of Hammond. The slow transition between the pump systems will be integrated into the controls.
- The Town of Highland noted that ductile iron is the preferred force main material but there are not issues using PVC or HDPE.
- Fiberglass reinforce pipe (FRP) will be investigated in the Basis of Design Report as another force main material option.
- The Town of Highland noted that SCADATA is their preferred instrumentation and control system with Gasvoda typically installing the systems.
- The alarm systems on the existing lift stations are SCADATA sent by radio to the water plant.
- The Town of Highland does not have a preferred VFD manufacturer although Danfoss has been used in the past.
- Rotork, Val-Matic, and Dezurik valve manufacturers have been used in the past.
- The Town of Highland noted that they would like security cameras installed along with a restroom in the lift station building.
- Fencing shall be provided around the lift station site and generator.

PROJECT SCHEDULE

Notice to Proceed Design	September 2023
Kickoff Workshop	October 25, 2023
Field Work (Dependent on meetings with City of Hammond)	November 2023 to May 2024
30% Design Submittal	October 2023 to December 2023
60% Design Submittal	January 2023 to May 2024
90% Design Submittal	June 2024 to October 2024

Final Certified Design Submittal	November 2024
Permits	December 2024 to January 2025
Bidding and Award	February 2025 to April 2025
Construction for Phase 1 – Division B	May 2025 to May 2027
Construction for Phase 1 – Division C	May 2025 to November 2026
Consent Decree Deadline for Phase 1 Divisions B & C	August 31, 2027

**DESIGN KICK-OFF MEETING AGENDA
SANITARY DISTRICT OF HIGHLAND
SSO REMEDIAL PROJECT
Phase 1 – Divisions B & C**

DATE: Wednesday, October 25, 2023

LOCATION: Highland Public Works
8001 Kennedy Ave.
Highland, IN 46322

TIME: 10:00 AM CST

A. ATTENDANCE SHEET & INTRODUCTIONS

B. DESIGNATION OF RESPONSIBLE PERSONNEL

1. OWNER: Highland Sanitary District
2. ENGINEER: Commonwealth Engineers, Inc.
9604 Coldwater Road, Suite #203
Fort Wayne, IN 46825
Phone: (260) 494-3223
 - a. Project Manager: Brian Desharnais, Ph.D., P.E.
Mobile: (317) 730-6797
Email: bdesharnais@contactcei.com
 - b. Project Engineers: Brian Wilson, P.E.
Email: bwilson@contactcei.com
Aaron Burns, P.E.
Email: aburns@contactcei.com
 - c. Regulatory & Funding: Brady Dryer
Email: bdryer@contactcei.com
Gabrielle Biciunas
Email: gbiciunas@contactcei.com
3. SUBCONSULTANTS: NIES (Surveying, Design Assistance, Utility
Coordination & QA/QC)
Derek Snyder, P.E.
SME (Geotechnical Engineering)
Brad Ewart, P.E. & Jamie Bates, P.E.
CE Solutions (Structural / Architectural Engineering)
NWC (Computational Fluid Dynamics)
Cardno (Wetland Delineation / Tree Inventory)

C. GOALS OF MEETING:

The goals of the meeting are to confirm scope, work plan, schedule, and answer questions.

D. PROJECT DESCRIPTION:

Phase 1 – Division B

The Phase 1 – Division B collection system improvements involve the construction of a new lift station (see **Figure 1**) near the existing N. 5th Lift Station (see **Figure 2**) that will:

- Include a triplex pump setup to convey up to five (5) million gallons per day (MGD) of dry weather flow to the connection point in the City of Hammond near the existing twenty-one (21) inch diameter gravity sewer shown in **Figure 1**.
- Include a triplex pump setup to convey up to twenty-five (25) MGD of wet weather flow to the connection point in the City of Hammond near the yet-to-be built seventy-two (72) inch diameter force main shown in **Figure 1**.
- Include a duplex pump setup to convey up to twenty-five (25) MGD of catastrophic emergency flow to the Town of Highland's stormwater collection system near the new lift station.

It is anticipated that the new lift station will be a dry-well station containing an isolated wet well, pump room (dry well), and control room as shown in **Figure 1**. A significant advantage of a dry-well station is that the pumps, motors, valves, and fittings are isolated from the wet well and incoming wastewater. When maintenance is required, this separation allows operators a safe work environment.

Phase 1 – Division C

The Phase 1 – Division C collection system improvements include approximately 1,130 LF of fourteen (14) inch diameter dry weather sanitary force main, approximately 2,975 LF of thirty-six (36) to forty-two (42) inch diameter wet weather sanitary force main to the locations shown in **Figure 2**. The lift station will also include approximately 400 LF of thirty-six (36) to forty-two (42) inch diameter force main for the catastrophic emergency flow. It is anticipated that the force mains will be constructed using a combination of trenchless and open-cut construction technologies.

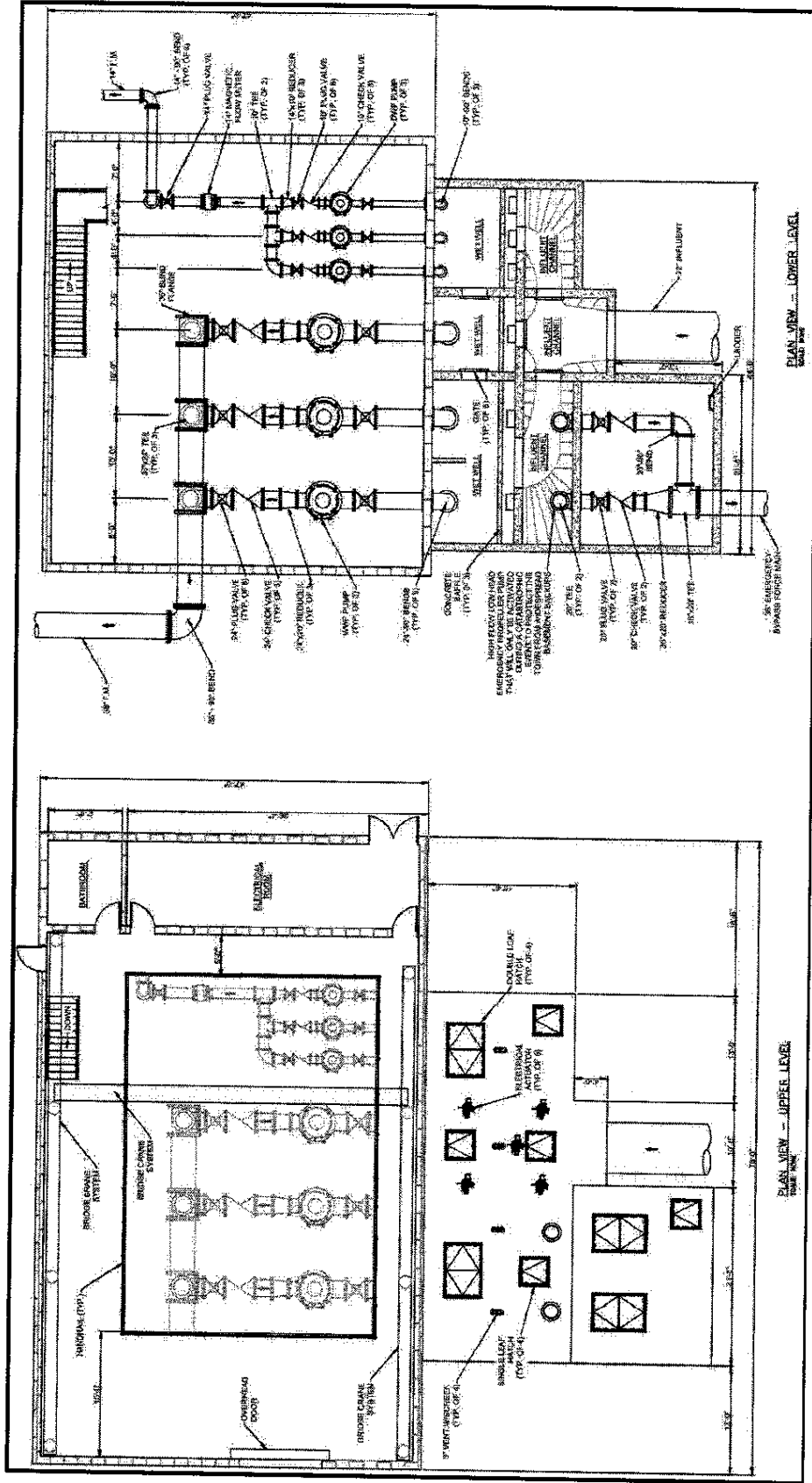


Figure 1 - SSO Remedial Project Phase 1 - Division B - Preliminary Lift Station Layout



Figure 2 – SSO Remedial Project Phase 1 – Division B (Lift Station) & Division C (Force Mains) – General Site layout

E. REVIEW OF SCOPE

- 1.0 Design Meetings, Project Management, Reports, and Quality Assurance / Quality Control
 - 1.1 Kickoff Meeting: Prepare for and hold kickoff meeting with the OWNER to confirm scope, work plan, lines of communication, and schedule. The kickoff meeting will be held during the data collection phase of the project. Prepare and distribute meeting notes.
 - 1.2 30% Design Meeting: Prepare for and conduct the 30% Design Meeting with the OWNER. Prepare and distribute meeting notes. Perform a field verification review after the 30% submittal to make sure field items are properly shown on the drawings or included in the specifications.
 - 1.3 60% Design Meeting: Prepare for and conduct the 60% Design Meeting with the OWNER. Prepare and distribute meeting notes. Perform a field

- verification review after the 60% submittal to make sure field items are properly shown on the drawings or included in the specifications.
- 1.4 90% Design Meeting: Prepare for and conduct the 90% Design Meeting with the OWNER. Prepare and distribute meeting notes. Perform a field verification review after the 90% submittal to make sure field items are properly shown on the drawings or included in the specifications.
 - 1.5 Virtual Meetings: Prepare for and conduct up to six (6) Virtual Meetings with the OWNER. Prepare and distribute meeting notes.
 - 1.6 Project Management: Project management including general correspondence, general coordination with the design / field work / subconsultant team, invoicing, scheduling, and budget maintenance.
 - 1.7 Basis of Design Report: Assemble a basis of design for the Phase 1 – Divisions B & C collection system improvements. Perform design-level hydraulic, structural, geotechnical, instrumentation & control, and operations & maintenance analyses for the facility. Confirm route of the force main and assess different total dynamic head conditions (especially associated with the force main discharge locations in Hammond) that will occur in support of recommended pump selections and variable frequency drives. Perform analyses and recommendations on lift station equipment and force main materials in support of the 30% design submittal.
 - 1.8 Surge Modeling Report: Using the software KYPipe Surge, perform a transient surge modeling study and assemble a summary report. The primary objectives of the surge modeling study are to (a) assess potential worst case surge conditions and (b) select an adequate surge suppression system to protect the lift station and force main.
 - 1.9 Computational Fluid Dynamics Modeling Report: Using the software FLOW-3D, perform a computational fluid dynamics (CFD) modeling study and assemble a summary report. The objective of this CFD modeling study is to perform analyses of the pump station layout and design inclusive of the influent interceptor, wet wells, channels, gates, and targeted piping to verify acceptable approach hydraulics to the pump inlets in accordance with the Hydraulic Institute design standards and guidance. The CFD modeling will be used to evaluate hydraulic flow patterns within the facility to identify hydraulic issues such as nonuniform approach flow and areas with potential for sedimentation. Once hydraulic performance issues are identified, design modifications will be proposed and evaluated in the CFD model.
 - 1.10 Basis of Design Report QA/QC: Perform QA/QC on Basis of Design Report.
 - 1.11 Surge Modeling Report QA/QC: Perform QA/QC on the Surge Modeling Report.
 - 1.12 Computational Fluid Dynamics Modeling Report QA/QC: Perform QA/QC on the Computational Fluid Dynamics Modeling Report.

- 1.13 30% Submittal QA/QC: Perform QA/QC on 30% submittal.
- 1.14 60% Submittal QA/QC: Perform QA/QC on 60% submittal.
- 1.15 90% Submittal QA/QC: Perform QA/QC on 90% submittal.
- 1.16 Final Submittal QA/QC: Perform QA/QC on Final submittal.

2.0 30% Design

- 2.1 30% Drawings: Prepare 30% design drawings. The 30% drawings will not include detailed structural, architectural, mechanical, electrical, I&C, traffic, and geotechnical design, which will be included in the 60% drawings and subsequent deliverables.
- 2.2 30% Design Constructability Review: Perform independent constructability review for the Phase 1 – Divisions B & C collection system improvements. Update 30% drawings based on independent constructability review. All comments and responses shall be documented and included in the Basis of Design Report.
- 2.3 30% List of Technical Specifications: Confirm the list of anticipated technical specifications listed in the Scope of Services for the Phase 1 – Divisions B & C collection system improvements.
- 2.4 30% Bid Form and Cost Estimate: Prepare a bid form and 30% design cost estimate for the Phase 1 – Divisions B & C collection system improvements.
- 2.5 30% Submittal Assembly: Submit the following to OWNER for the Phase 1 – Divisions B & C collection system improvements:
 - Field Survey (Electronic Files)
 - Basis of Design Report (PDF and 4 hard copies)
 - Phase 1 – Division B 30% Full-Size 22"x34" and Half Size 11"x17" Drawings (PDF and 1 full-size and 4 half-size hard copies)
 - Phase 1 – Division B 30% List of Technical Specifications (PDF and 4 hard copies)
 - Phase 1 Division B 30% Bid Form and Cost Estimate (PDF and 4 hard copies)
 - Phase 1 – Division C 30% Full-Size 22"x34" and Half Size 11"x17" Drawings (PDF and 1 full-size and 4 half-size hard copies)
 - Phase 1 – Division C 30% List of Technical Specifications (PDF and 4 hard copies)
 - Phase 1 Division C 30% Bid Form and Cost Estimate (PDF and 4 hard copies)

3.0 60% Design

- 3.1 60% Drawings: Prepare 60% design drawings for the Phase 1 – Divisions B & C collection system improvements.
 - 3.2 60% Contract Books: Prepare 60% contract books for the Phase 1 – Divisions B & C collection system improvements, which includes technical specifications. Standards and material-type specifications used by the OWNER will be incorporated in the technical specifications.
 - 3.3 60% Bid Forms and Cost Estimates: Prepare bid forms and 60% design cost estimates for the Phase 1 – Divisions B & C collection system improvements.
 - 3.4 60% Submittal Assembly: Submit the following to OWNER for the Phase 1 – Divisions B & C collection system improvements:
 - Geotechnical Report (PDF and 4 hard copies)
 - Preliminary Surge Analysis Report (PDF and 4 hard copies)
 - Preliminary CFD Modeling Report (PDF and 4 hard copies)
 - Phase 1 – Division B 60% Full-Size 22"x34" and Half Size 11"x17" Drawings (PDF and 1 full-size and 4 half-size hard copies)
 - Phase 1 – Division B 60% Contract Book (PDF and 4 hard copies)
 - Phase 1 – Division B 60% Bid Form and Cost Estimate (PDF and 4 hard copies)
 - Phase 1 – Division C 60% Full-Size 22"x34" and Half Size 11"x17" Drawings (PDF and 1 full-size and 4 half-size hard copies)
 - Phase 1 – Division C 60% Contract Book (PDF and 4 hard copies)
 - Phase 1 – Division C 60% Bid Form and Cost Estimate (PDF and 4 hard copies)
- 4.0 90% Design
- 4.1 90% Drawings: Prepare 90% design drawings for the Phase 1 – Divisions B & C collection system improvements.
 - 4.2 90% Contract Books: Prepare 90% contract books for the Phase 1 – Divisions B & C collection system improvements.
 - 4.3 90% Bid Forms and Cost Estimates: Prepare bid forms and 90% design cost estimates for the Phase 1 – Divisions B & C collection system improvements.
 - 4.4 90% Submittal Assembly: Submit the following to OWNER for the Phase 1 – Divisions B & C collection system improvements:
 - Final Surge Analysis Report (PDF and 4 hard copies)
 - Final CFD Modeling Report (PDF and 4 hard copies)

- Phase 1 – Division B 90% Full-Size 22"x34" and Half Size 11"x17" Drawings (PDF and 1 full-size and 4 half-size hard copies)
- Phase 1 – Division B 90% Contract Book (PDF and 4 hard copies)
- Phase 1 – Division B 90% Bid Form and Cost Estimate (PDF and 4 hard copies)
- Phase 1 – Division C 90% Full-Size 22"x34" and Half Size 11"x17" Drawings (PDF and 1 full-size and 4 half-size hard copies)
- Phase 1 – Division C 90% Contract Book (PDF and 4 hard copies)
- Phase 1 – Division C 90% Bid Form and Cost Estimate (PDF and 4 hard copies)

5.0 Final Certified Design

5.1 Final Certified Drawings: Prepare final certified design drawings for the Phase 1 – Divisions B & C collection system improvements.

5.2 Final Certified Contract Books: Prepare final certified contract books for the Phase 1 – Divisions B & C collection system improvements.

5.3 Final Bid Forms and Cost Estimates: Prepare bid forms and final design cost estimates for the Phase 1 – Divisions B & C collection system improvements.

5.4 Final Certified Submittal Assembly: The final bidding documents will be signed and sealed by the registered Professional Engineer in the State of Indiana. Submit the following to OWNER for the Phase 1 – Divisions B & C collection system improvements:

- Phase 1 – Division B Final Certified Full-Size 22"x34" and Half Size 11"x17" Drawings (PDF and 1 full-size and 4 half-size hard copies)
- Phase 1 – Division B Final Certified Contract Book (PDF and 4 hard copies)
- Phase 1 – Division B Final Bid Form and Cost Estimate (PDF and 4 hard copies)
- Phase 1 – Division C Final Certified Full-Size 22"x34" and Half Size 11"x17" Drawings (PDF and 1 full-size and 4 half-size hard copies)
- Phase 1 – Division C Final Certified Contract Book (PDF and 4 hard copies)
- Phase 1 – Division C Final Bid Form and Cost Estimate (PDF and 4 hard copies)

6.0 Permits

6.1 IDEM Construction Permit for Phase 1 – Divisions B & C: Prepare and submit an Indiana Department of Environmental Management (IDEM)

Construction Permit for the Phase 1 – Divisions B & C collection system improvements. It is assumed that both Divisions will be included in the single application and the single permit will be used for both divisions. It is assumed that the OWNER and OWNER's legal counsel will assist in obtaining signatures from the Hammond Sanitary District if needed.

- 6.2 Indiana Construction Stormwater General Permit and SWPPP for Phase 1 – Divisions B & C: Prepare and submit Construction Stormwater General Permit (CSGP) and Stormwater Pollution Prevention Plan (SWPPP) for Phase 1 – Divisions B & C collection system improvements. It is assumed that both Divisions will be included in the single application and the single permit will be used for both divisions.
 - 6.3 Wetland / Tree Inventory Delineation for Phase 1 – Division C: Perform wetland delineation and tree inventory for IDEM 401 Water Quality Certification (WQC) and Indiana Department of Natural Resources (IDNR) for permitting purposes.
 - 6.4 IDEM 401 Water Quality Certification: Prepare the IDEM 401 Water Quality Certification for Phase 1 – Divisions B and C and submit to both IDEM and the US Army Corps of Engineers (USACE). It is assumed that both Divisions will be included in the single application and the single permit will be used for both divisions. Perform additional coordination with IDEM and USACE as required to obtain permit approval.
 - 6.5 IDNR Construction in a Floodway Permitting for Phase 1 – Division C: Prepare and submit the IDNR construction in a floodway non-modelling permit application for the Phase 1 – Division C collection system improvements. Perform additional coordination with IDNR as required to obtain permit approval.
 - 6.6 USACE Section 408 Request for Phase 1 – Division C: Prepare a Section 408 Request for the jack and bore installation of the force mains through the Highland Levee System and submit to the USACE Chicago District for approval. Perform additional coordination with USACE Chicago District as required to obtain permit approval.
 - 6.7 INDOT Permit: Prepare and submit INDOT Permit.
 - 6.8 Local Permits: Prepare and submit permits with local entities, such as Hammond Sewer Department, Hammond Water Department, Hammond Engineering and Lake County as required.
- 7.0 Field Work Utility Coordination, and Easement Descriptions
- 7.1 Geotechnical Field Work: Perform geotechnical investigation and assemble a single report to be used for the Phase 1 – Division B & C collection system improvements. Past preliminary engineering geotechnical investigations will be supplemented with new bores with the goal of performing bores totaling up to 585 feet of drilling. A groundwater observation well will be installed at a predetermined location, which will help the design team and prospective contractors with the anticipated dewatering needs during construction.

- 7.2 **Field Survey:** Survey area to include an approx. 1,500 LF corridor along the Little Calumet River from 5th Street to 150-ft west of Kennedy Avenue (between back of north levee and 100-ft south of south levee, as well as the southeast corner of Kennedy Avenue and Carlson Drive), as well as an approx. 2,000 LF corridor along Corrine Drive from the north levee northward/westward to the NIPSCO ROW (ROW-to-ROW of Corrine Drive, and 20-ft beyond on both sides). Set elevation control points at approx. 300-ft intervals and perform level circuit. Request utility locates via 811. Perform field survey work to identify topography and the following surface features: roadways, curb/gutter, driveway aprons, sidewalk, fences, trees, storm and sanitary sewer infrastructure (including structure measure downs), aboveground utilities, horizontal location of underground utilities as field-marked by 811-member utility companies, and apparent ROW/property lines based on Lake County GIS. 15 cross sections of the Little Calumet River (2 west of Kennedy Avenue and 13 east of Kennedy Avenue) would be surveyed at approximately 100-ft intervals, with each cross section including 3 river bottom shots and ground shots extending to the levee back toe-of-slope on each side of the river. Locations of boreholes will be surveyed. Survey data to be on Indiana State Plane (West Zone) coordinate system with NAVD 88 datum.
- 7.3 **Utility Coordination:** Coordination with Highland Public Works staff to daylight critical underground utility crossings and/or Town-owned utilities identified to require relocation, including surveying elevation/diameter of the exposed utilities. Utility Coordination with Hammond Water Works and Hammond Sewer Department regarding existing infrastructure along Corrine Drive and Carlson Drive. Additional detailed survey work along project corridor related to utility coordination.
- 7.4 **Easement Descriptions:** Prepare up to four (4) easement descriptions (permanent or temporary). It is assumed that the OWNER and OWNER's legal counsel will negotiate and obtain signatures from property owners.
- 8.0 Bidding & Negotiation
- 8.1 **Pre-Bid Meeting for Phase 1 – Divisions B & C:** Prepare and lead a pre-bid meeting and prepare meeting notes. It is assumed that the pre-bid meeting for both divisions will be performed in a single meeting.
- 8.2 **Contractor Questions and Addendums for Phase 1 – Division B:** Respond to Contractors' questions and prepare and certify addendums for Phase 1 – Division B.
- 8.3 **Contractor Questions and Addendums for Phase 1 – Division C:** Respond to Contractors' questions and prepare and certify addendums for Phase 1 – Division C.
- 8.4 **Certified Bid Tabulation for Phase 1 – Division B:** Review and evaluate the bids and certify the bid tabulation for Phase 1 – Division B.

- 8.5 Certified Bid Tabulation for Phase 1 – Division C: Review and evaluate the bids and certify the bid tabulation for Phase 1 – Division C.

9.0 Construction Engineering

The ENGINEER shall provide construction engineering services over the duration of the 25-month construction period. For Phase 1 – Division B, it is assumed that 24 months will be needed to reach substantial completion and 1 additional month for final completion. For Phase 1 – Division C, it is assumed that 18 months will be needed to reach substantial completion and 1 additional month for final completion.

- 9.1 Pre-Construction Meetings for Phase 1 – Divisions B & C: Prepare for and lead the pre-construction meeting and prepare meeting notes for each division. It is assumed that these two (2) separate meetings will be held on the same date in Highland.
- 9.2 Monthly Construction Progress Meetings for Phase 1 – Divisions B & C: Prepare for and lead monthly construction progress meetings and prepare meeting notes for each division (24 meetings for Division B & 18 meetings for Division C). It is assumed that monthly meetings for both divisions will be held on the same date in Highland.
- 9.3 Construction Site Visits / Inspections for Phase 1 Divisions B & C: Attend ten (10) one-day visits to address construction issues / ENGINEER inspections.
- 9.4 Submittals for Phase 1 – Division B: Process Contractor's submittals (shop drawings, material information, plans of operations, dewatering plans, etc.) over the duration of the 25-month construction period (Assumed 120 Submittals).
- 9.5 Submittals for Phase 1 – Division C: Process Contractor's submittals (shop drawings, material information, plans of operations, dewatering plans, etc.) over the duration of the 19-month construction period (Assumed 40 Submittals).
- 9.6 Requests for Information for Phase 1 – Division B: Respond to Contractor's requests for information, over the duration of the 25-month construction period (Assumed 40 RFIs).
- 9.7 Requests for Information for Phase 1 – Division C: Respond to Contractor's requests for information, over the duration of the 19-month construction period (Assumed 20 RFIs).
- 9.8 Contractual Forms and Applications for Phase 1 – Division B: Process contractual forms such as field orders, work directives, change orders, pay applications, and project close-out forms over the duration of the 25-month construction period.
- 9.9 Contractual Forms and Applications for Phase 1 – Division C: Process contractual forms such as field orders, work directives, change orders,

pay applications, and project close-out forms over the duration of the 19-month construction period.

- 9.10 Lift Station Startup Assistance for Phase 1 – Division B: Attend and document process equipment training and startup for pumps, gates, valves, surge control, and actuators. Attend and document process instrumentation and control training.
- 9.11 Substantial and Final Completion Inspection for Phase 1 – Divisions B & C: Attend two (2), one-day visits and punch list assembly for each division, assumed to be held on separate dates.
- 9.12 Post Construction Follow Up Visits for Phase 1 – Divisions B & C: Perform warranty inspections, operations assistance, and additional closeout inspections. Assemble correction letter to Contractors.

10.0 Resident Project Representation

- 10.1 Resident Project Representative: For Phase 1 – Division B, it is assumed that 24 months will be needed to reach substantial completion and 1 additional month for final completion. For Phase 1 – Division C, it is assumed that 18 months will be needed to reach substantial completion and 1 additional month for final completion. The ENGINEER shall provide one (1) resident project representative (RPR) III for 25-months and one (1) RPR II for 13-months. Below is a summary of the anticipated RPR plan:

- During the first 6 months, one (1) RPR III will be equally assigned to Phase 1 – Divisions B & C when both projects are ramping up.
- After the first 6 months, the same RPR III will be assigned to the Phase 1 – Division B project for the remaining 19 months of construction.
- After the first 6 months, one (1) RPR II will be assigned to the Phase 1 – Division C project for the remaining 13 months of construction.

11.0 Owner Authorized Allowance

- 11.1 Owner Authorized Allowance: If needed, the ENGINEER shall provide additional work authorized by the OWNER and beyond the above scope of work, such as the optional service listed in the Scope of Services

F. DISCUSSION REGARDING COORDINATION WITH HAMMOND

G. 30% DESIGN & BASIS OF DESIGN REPORT COMMENTS / QUESTIONS

1. Does Highland have a preferred Pump Manufacturer?
2. Does Highland have a preferred force main material?

3. Does Highland have a preferred instrumentation and control system or manufacturer?
4. Dependent on Hammond Coordination: Are there other possible alignment options that should be considered for the force main routes other than what is shown in **Figure 2**?
5. Dependent on Hammond Coordination: Confirm dry weather force main connection to Hammond's existing gravity sewer shown in **Figure 2** (location, inverts, TOC, etc.).
6. Dependent on Hammond Coordination: Confirm weather force main connection to Hammond's yet-to-be built seventy-two (72) inch diameter force main shown in **Figure 2** (location, invert, head conditions, pipe material, etc.).

H. SCHEDULE DISCUSSION

Notice to Proceed	September 2023
Kickoff Workshop	October 2023
Field Work	November 2023 to May 2024
30% Design Submittal	October 2023 to December 2023
60% Design Submittal	January 2023 to May 2024
90% Design Submittal	June 2024 to October 2024
Final Certified Design Submittal	November 2024
Permits	December 2024 to January 2025
Bidding and Award	February 2025 to April 2025
Construction for Phase 1 – Division B	May 2025 to May 2027
Construction for Phase 1 – Division C	May 2025 to November 2026
Consent Decree Deadline for Phase 1 Divisions B & C	August 31, 2027

I. GENERAL COMMENTS / QUESTIONS

SANITARY DISTRICT OF HIGHLAND

**SSO REMEDIAL PROJECT
Phase 1 - Divisions B & C**

KICK-OFF MEETING

**October 25, 2023
10:00 AM CST**

SIGN-IN SHEET

	<u>NAME</u>	<u>ORGANIZATION</u>	<u>EMAIL</u>
1)	BRIAN DESHARNAIS	CEI	bdesharnais@contactcei.com
2)	Aaron Burns	CEI	aburns@contactcei.com
3)	Brian Wilson	CEI	bwilson@contactcei.com
4)	MARK KROESER	TOH	mkroeser@highland.in.gov
5)	MIKE PIPTA	TOH	mpipta@highland.in.gov
6)	TIM GEMBALA	TOH	tgembala@highland.in.gov
7)	BRAD EWART II	SME	brad.ewart@sme-usa.com
8)	Derek Snyder	NIES	dsnyder@niesengineering.com
9)	JAMIE BATES	SME	jamie.bates@sme-usa.com
10)			
11)			
12)			
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15)			
16)			
17)			
18)			
19)			
20)			

EXHIBIT B

SEMI ANNUAL OVERFLOW LOG JULY-DECEMBER 2023

1. SSO Reporting Table (Per Consent Decree Appendix C)

Town of Highland, Indiana
 Summary of Sanitary Sewer Overflows and Property Backups
 July 1, 2023 – December 31, 2023

Event Number and Type	Date and Time Release Began/Ended	Drainage Basin Location	Location of Release	Description of Area Impacted	Reason for SSO	Amount of Flow Released	Rainfall Information and Classification	Name of Receiving Waters Impacted	Did Highland Follow its Overflow Emergency Response Plan?	Actions Taken to Prevent, Minimize or Mitigate Damage, Including Clean-up and Treatment of Affected Area	Actions Taken or Planned to Prevent Recurrence	Did Highland Exceed its Contractual Peak Flow Rate?	Comments
NONE													