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**BILL NO. S-12-04-09**

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

AN ORDINANCE approving CONTRACT FOR CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES between ROBBCO and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

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

**SECTION 1.** That the CONTRACT FOR CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES by and between ROBBCO and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for City Utilities on-call emergency construction services for repairs to asphalt cuts made by Water Maintenance & Service:

involving a total cost of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS - (\$150,000.00). A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

\_\_\_\_\_  
Council Member

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Carol Helton, City Attorney

**CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES**

**REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR  
REPAIRS TO FORT WAYNE UTILITY SYSTEMS**

**Scope of Work:**

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs to Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. Such repairs may include, sawing the original cut, excavating cold patch and fill, adding and compacting binder and Asphalt top coat per City street specifications, to bring the repair back to specification and proper level with minimal level differential to cause issues with traffic...

It is the intent of the Utility, for purposes of emergencies, to have a list of available contractor(s) names, emergency numbers, and equipment accessible to the Utility.

Term of agreement: March 15, 2012 through November 30, 2012, on an "as needed" basis. This quote does not guarantee work to any contractor within the above time frame. The Utility reserves the right to award work to multiple contractors based upon the availability of the contractor(s), projected costs of the project and the amount and type of work that needs to be performed.

**Contractor Responsibilities:**

The contractor shall furnish equipment as necessary to complete the repairs as outlined by Utility Maintenance staff or Utility Engineering. One or more pieces of fully operated equipment, as deemed necessary by the Utility including operator, complete maintenance, insurance, fuel and oil may be needed for the work to be performed. Equipment shall meet all requirements necessary for safe and efficient operation, as determined by Utility Maintenance staffs.

In emergency situations needing immediate attention and work, requests for locates may be called into Indiana Underground Plant Protection (IUPPS) by Water Maintenance & Service or Water Pollution Control Maintenance Departments prior to calling a contractor. The Contractor will be notified as to the status of the locate request. This in no way relieves the liability of the contractor for damaging utilities. The contractor shall not commence excavation until all utilities have located their facilities. On planned / scheduled work, the contractor shall be required to contact IUPPS with the pertinent information regarding the proposed excavation.

The contractor shall furnish experienced and competent operators, laborers, and supervisors having sufficient knowledge of Fort Wayne Utility Standards and Specifications and Street Standards and Specifications. Supervisors/forepersons shall be able to follow verbal and/or written instructions on the type of repairs required. Laborers shall be experienced with Asphalt installation and repair techniques. All operators shall be properly licensed.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract.

The contractor shall be responsible for adherence to all OSHA regulations for trenching and shoring. In addition, contractor shall provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

**Repair Materials:**

All materials used in the repair of the cut will be the responsibility of the Contractor.

Spoil from the cut shall be disposed of at the Old Lagoon Site on Dwenger Avenue or the BioSolids Facility on Lake Avenue for materials that were removed from cuts that occurred after normal working hours. If access is not established to these sites then spoils can be dumped at the Maintenance Department yards if authorized by Utility personnel.

#### Statements of Conditions

Equipment owned by the contractor will be ordered out only when the Utility determines there is sufficient reason to warrant use of such equipment to supplement the Utility's work forces.

Equipment and operation therefore shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs. The contractor shall report all breakdowns immediately to the Utility supervisor. No payment will be made for the equipment while it is off the job for servicing, however, payment will continue during the time equipment is being fueled and oiled providing such service is performed on the site by a mobile service unit.

The City of Fort Wayne reserves the right to make a rigid inspection as to mechanical and safety features of any and all construction equipment dispatched to work sites at any time during the period of the contract. Such inspections shall in no way relieve the contractor of the responsibility to furnish equipment in compliance with all requirements of the specifications. All equipment which, in the opinion of the City of Fort Wayne, is in poor mechanical condition or otherwise does not comply with these specifications, will be rejected and shall not be used on any Utility project until repaired or replaced. No payment will be made by the Utility for time or labor expended by the Contractor if said equipment is rejected as a result of such an inspection, until repair or replacement is established to the Utility's satisfaction.

Equipment and its operation shall be subject to supervision by Utility supervisory personnel as to the work to be performed. The Utility will not instruct the operation of equipment in any way contrary to law or good equipment practice. The contractor and/or the operator shall be solely responsible for any and all damage to equipment while operating under this specification.

Equipment under contract shall be subject to call any time of the day or night. Equipment shall be delivered by the contractor to a location as specified by the Utility.

The contractor is responsible for providing the Utility, in writing, the names and telephone numbers (for day and night contact) which may be used to call regarding contract equipment.

Payment will be based on the hourly rate bid for each piece of equipment under contract including operator and also for laborer(s) on an hourly basis. The time clock for payment shall run from the time of acceptance of the assignment, as long as the time of arrival to the job site from the time of the verbal acceptance is not longer than one (1) hour. If this time exceeds one (1) hour, that excess time will not be accepted for payment by the Utility. The designated work site shall be specified by the Utility. Time clock for payment will terminate when equipment is released by the Utility. Payment is subject to an inspection of the work that has been completed. Payment for work performed and/or deductions from the guaranteed minimum payment will be computed to the nearest one-quarter hour. Payments will be made to the contractor within forty five (45) days following receipt of invoice. Invoices are to be mailed directly to contracting department of the Utility.

#### Contract Compliance

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBE Goals, and other documentation, if requested.

**Award**

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest rates per Sq Ft price quote; based on 50 sq ft or less, 51 to 100 sq ft, 101 sq ft or larger
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel;
4. In cases where bids are equal, the contractors will be rotated.

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary to complete work based on Square ft of repair at the price indicated in their quote, hereto and made a part hereof.

Rebecca Inc  
Contractor's Name

PO Box 9302 FT Wayne IN 46799  
Contractor's Address

James Chesnut President  
Contractor Name's/Title (please print)

[Signature]  
Contractor's Signature

3/13/2012  
(Date)

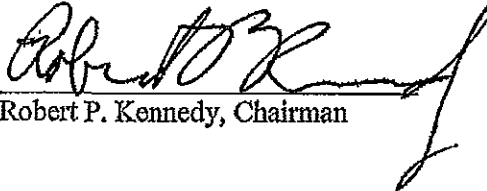
**Contractor to complete below Exhibits:**

**EXHIBIT A – CONTRACTOR CONTACT INFORMATION**

Authorized Contact	Cell Phone	Work Phone	Home Phone	Emergency Contact Number
James Chesnut	(260) 410 6174	(260) 747 2769		
Skip Chambers	(260) 410 6176	(260) 747 2769		
Christine Castain	260 85 4821	(260) 747 2769		260 309 4696

Adopted this 29<sup>th</sup> day of February, 2012.

BOARD OF PUBLIC WORKS

By   
Robert P. Kennedy, Chairman

By \_\_\_\_\_  
John Suarez, Member

By   
Kumar Menon, Member

ATTEST:   
Victoria Edwards, Clerk

### Soil

Contractor	50	51-100	101 and up
Robbco Inc	\$2.00/sq ft	\$1.80/sq ft	\$1.50/sq ft

James Chesnut 260-747-2769

Bercot	\$7.50/sq ft	\$4.75/sq ft	\$3.50/sq ft
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Jim Bercot 260-489-4561

### Asphalt

Contractor	50	51-100	101 and up
Robbco Inc	\$6.80/sq ft	\$6.55/sq ft	\$6.30/sq ft

James Chesnut 260-747-2769

Wayne "10 In deep patching"	\$12.00/sq ft	\$11.00/sq ft	\$9.00/sq ft
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Todd Guthrie 260-747-7531

Wayne "12 inch deep patching"	\$15.00/sq ft	\$14.00/sq ft	\$12.00/sq ft
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Wayne Asphalt 260-747-7531

Bercot	\$38.00/sq ft	\$24.00/sq ft	\$20.00/sq ft
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Jim Bercot 260-489-4561

# COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

## RFPs , BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Board of Public Works resolution #WMS52268013-5364
Awarded To	Robbco
Amount	\$150,000
Conflict of interest on file?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	
Number of Bidders	3
Required Attachments	RFPs – attach Award Matrix; Bids – attach Tab Sheet

## EXTENSIONS

Date Last Bid Out	
# Extensions Granted To Date	

## SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback - Authority)</i>	
Sole Source/Compatibility/Justification	

## BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible/Responsive/Lowest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	

# COUNCIL DIGEST SHEET

## COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	
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## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	Restoration of asphalt cuts made by Water Maintenance & Service.

## REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	

## FUNDING SOURCE

<i>Account Information</i>	52268013-5364



# Interoffice Memo

Date: April 10, 2012

To: Common Council Members

From: Kurt Roberts, Superintendent Water Maintenance & Service

**RE: Asphalt cut repairs**

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project. This work will be completed on City Utilities on-call emergency construction services and will be based on releases for repairs to asphalt cuts made by Water Maintenance & Service.

This project was advertised for bid opening on March 15, 2012.

The contract for Resolution #99-2-29-12-1 was awarded to Robbco Inc.

The cost of said project is \$150,000

Cc: BOW  
Diane Brown  
John Clark  
File