

BILL NO. S-15-12-03

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CITY UTILITIES
ANNUAL ON-CALL EMERGENCY
CONSTRUCTION SERVICES - RES. #102-10-
28-15-1 ASPHALT CUT REPAIR between
ROBBCO INC. and the City of Fort Wayne,
Indiana, in connection with the Board of Public
Works.

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

SECTION 1. That the CITY UTILITIES ANNUAL ON-CALL
EMERGENCY CONSTRUCTION SERVICES - RES. #102-10-28-15-1
ASPHALT CUT REPAIR by and between ROBBCO INC. and the City of Fort
Wayne, Indiana, in connection with the Board of Public Works, is hereby
ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power,
transportation, miscellaneous equipment, etc., necessary for
2016 contract for Asphalt Cut Restoration for Utility cut
repairs from main breaks and other excavations:

involving a total cost of to exceed THREE HUNDRED THOUSAND AND
NO/100 DOLLARS - (\$300,000.00+). A copy of said Contract is on file with
the Office of the City Clerk and made available for public inspection, according
to law.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

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... All repairs are to be made to the Transportation Engineering Standards dated 8-27-15

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: **January 1, 2016 through December 31, 2016**, 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 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 and smaller, 51 to 100 sq ft, and 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. And all work will be performed to comply with Transportation Engineering's Standards dated 8-27-15.

Robbro
Contractor's Name

P.O Box 9302
Contractor's Address

Foreman
Contractor Name's/Title (please print)

[Signature]
Contractor's Signature

11-23-15
(Date)

Contractor to complete below Exhibits:

EXHIBIT A - CONTRACTOR CONTACT INFORMATION

<u>Authorized Contact</u>	<u>Cell Phone</u>	<u>Work Phone</u>	<u>Home Phone</u>	<u>Emergency Contact Number</u>
<u>SKIP Chambers</u>	<u>410-6176</u>			

ROBBCO INC.

STREET & SIDEWALK REPAIR CONTRACTORS

PO BOX 9302

FORT WAYNE, IN 46899-9302

PHONE/FAX 260/747-2769

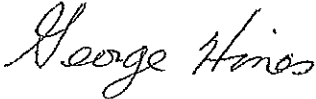
CITY OF FORT WAYNE

ANNUAL ON CALL CONSTRUCTION SERVICES

Proposed prices per square foot to repair asphalt streets as specified by city utilities

50 sq ft or less	\$7.05 per sq ft
51 to 100 sq ft	\$6.80 per sq ft
101 and up sq ft	\$6.55 per sq ft

George Hines
President



ROBBCO INC.

STREET & SIDEWALK REPAIR CONTRACTORS

PO BOX 9302

FORT WAYNE, IN 46899-9302

PHONE/FAX 260/747-2769

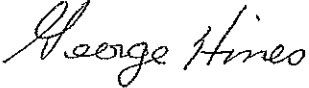
CITY OF FORT WAYNE

ANNUAL ON CALL CONSTRUCTION SERVICES

Proposed prices per square foot to repair park strip soil & grass cuts as specified by city utilities

50 sq ft or less	\$2.25 per sq ft
51 to 100 sq ft	\$2.00 per sq ft
101 and up sq ft	\$1.75 per sq ft

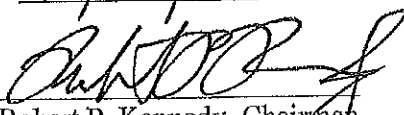
George Hines
President

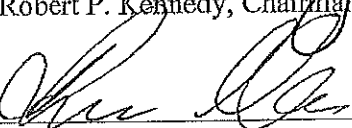


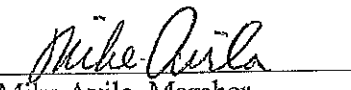
Approval of Improvement Resolution #102-10-28-15-1, 2015 Asphalt Cut Repair Services for City Utilities. Includes Cut Repairs from Main Breaks and other excavations.

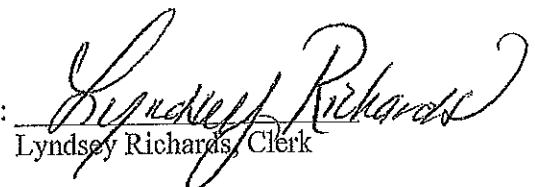
BOARD OF PUBLIC WORKS

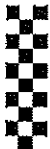
Date: 10/28/15

BY: 
Robert P. Kennedy, Chairman

BY: 
Kumar Menon, Member

BY: 
Mike Avila, Member

ATTEST: 
Lyndsey Richards, Clerk



Mar. 6. 2015 10:34AM

No. 1546 P. 2

CITY OF FORT WAYNE, INDIANARobbed Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(I) Equity ownership exceeding 5% ☒

(II) Distributable income share exceeding 5% ☐

(III) Not Applicable (If N/A, go to Section 2) ☐

Name: JAMES Chesnut Name: _____

Address: P.O. Box 9302 Address: _____

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

sole proprietorship ☐ stock ☒
partnership interest ☐ units (LLC) ☐
other (explain) _____

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

Name: JAMES Chesnut 100 %

Name: _____ %

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No. 1546 P. 3

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes _____ No X

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No X

- d. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes _____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

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No. 1546 P. 4

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

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms:

N/A

Company / Name / Payment Terms:

Section 4: CERTIFICATION OF DISCLOSURES

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

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

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- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a, has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a, is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 6-22-10.6, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

ROBBIO INC.
(Name of Vendor)

P.O. Box 9382
Address

(24) 410-6176
Telephone

S. Chambers 1964 @ Yahoo.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) ALGER CHAMBERS Title FORMAN

Signature Alger Chambers Date 3-12-2015

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

Interoffice Memo

Date: December 2, 2015

To: Common Council Members

From: John Clark

RE: 102-10-28-15-1 Asphalt Cut Repair

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project:

Establish 2016 contract for Asphalt Cut Restoration for Utility cut repairs from main breaks and other excavations.

Implications of not being approved: We would be delayed in doing these restorations as we would have to build bid packages to present for Bid as we have repairs done to the infrastructure. This would increase internal processing costs to the Utility bidding these as small packages or individual repairs.

The contract for Resolution # 102-10-28-15-1 was awarded to Robbco. The cost of said project will exceed \$300,000 due to the square footage that will be repaired. There is no set repair volume, as it is dictated by number of main breaks and excavations. The cost estimate is based on past history of this work.

Cc: BOW
Diane Brown

File