

BILL NO. S-16-09-06

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving INCREASE FOR ANNUAL ON-CALL EMERGENCY ASPHALT CUT REPAIR – SPECIAL ORDINANCE S-106-15, RES #102-10-28-15-1 – (\$200,000.00) 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 INCREASE FOR ANNUAL ON-CALL EMERGENCY ASPHALT CUT REPAIR - RES #102-10-28-15-1 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 increase for Res. #102-10-28-15-1 - Special Ordinance S-106-15. Increase of \$200,000.00 is due to continuing preventative work on water main isolation valves and replacing older fire hydrants, and an increase in main breaks over the summer:

involving a total increase cost of TWO HUNDRED THOUSAND AND 00/100 DOLLARS - (\$200,000.00) (TOTAL CONTRACT PRICE = \$500,000.00). 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

CHANGE ORDER

Change Order No. 1
Name of Project: Asphalt Cut Repair

Contract No. _____
Resolution No. 102-10-28-15-1
W.O. No. _____
Date: 8/16/16

To: _____

Gentlemen:

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	QUANTITY	DESCRIPTION OF CHANGE	UNIT PRICE	CHANGE IN CONTRACT PRICE	
		DESCRIPTION	Quoted price per square foot depending on overall size of cut	DECREASE	INCREASE
1	Based on quoted square foot price to repair	Increase in overall footage restored			\$200,000.00
TOTAL DECREASE					
TOTAL INCREASE					\$200,000.00
NET INCREASE/DECREASE					

The sum of \$ 200,000 is hereby INCREASED/DECREASED the total contract price and the final contract price shall be adjusted as follows:

Original Contract Price	\$ 300,000.00
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>200,000.00</u>
New Contract Price Including this Change Order	\$ 500,000.00

The time provided for completion in the contract for this project is unchanged due to this Change Order. The date for completion of all work shall be unchanged. Furthermore, this document shall become an amendment to the contract and all provisions of the contract shall apply hereto.

Recommended by: [Signature] Contract Manager

Date: 8/16/16

Accepted by: Robbco [Signature] Contractor

Date: 8/16/16

Approved by: John Clark [Signature] Deputy Director, Capital Assets

Date: 8/16/16

Approved by BOARD OF PUBLIC WORKS:

Robert P. Kennedy, Chair

Date: _____

Mike Avila, Member

Date: _____

Kuniar Menon, Member

Date: _____

Attested by: _____
Lyndsey Richards, Clerk

Date: _____

Date _____

Change Order No. _____

Resolution No. _____

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change:

Increase due to aggressively continuing our preventative work on valves and hydrants,
removing lead services. This has increased the total restoration numbers for asphalt.

2. Will proposed change alter size of the project? Yes _____ No X

If yes, explain

3. Affect on operation and maintenance cost of this project:

No impact other than having fewer restorations.

ATTACHMENT TO CHANGE ORDER

Project Name: Asphalt Cut Repair

[illegible]

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 EBB 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

FORUM
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>			

1
2 **BILL NO. S-15-12-03-(AS AMENDED)**

3 SPECIAL ORDINANCE NO. S-106-15

4 AN ORDINANCE approving CITY UTILITIES
5 ANNUAL ON-CALL EMERGENCY
6 CONSTRUCTION SERVICES - RES. #102-10-
7 28-15-1 ASPHALT CUT REPAIR between
8 ROBBCO INC. and the City of Fort Wayne,
9 Indiana, in connection with the Board of Public
10 Works.

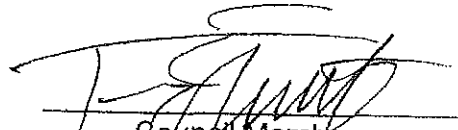
11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
12 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

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

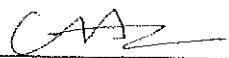
18 All labor, insurance, material, equipment, tools, power,
19 transportation, miscellaneous equipment, etc., necessary for
20 2016 contract for Asphalt Cut Restoration for Utility cut
21 repairs from main breaks and other excavations:

22 involving a total cost not to exceed THREE HUNDRED THOUSAND AND
23 NO/100 DOLLARS - (\$300,000.00). A copy of said Contract is on file with the
24 Office of the City Clerk and made available for public inspection, according to
25 law.
26
27
28
29
30

1 **SECTION 2.** That this Ordinance shall be in full force and effect
2 from and after its passage and any and all necessary approval by the Mayor.
3

4
5 
6 Council Member

7
8 APPROVED AS TO FORM AND LEGALITY

9
10 
11 Carol Helton, City Attorney
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Thomas Smith
Read the second time by title and referred to the City Utilities
Committee. Read the third time in full and on motion by Councilman
Thomas Smith, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>
BENDER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
CRAWFORD	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
DIDIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
HARPER	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>
HINES	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
JEHL	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
PADDOCK	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
SHOAF	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
SMITH	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

DATED: 12-22-15

Michelle D. Chambers
MICHELLE D. CHAMBERS, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. S-106-15 on the 22nd day of
December, 2015

Michelle D. Chambers ATTEST
MICHELLE D. CHAMBERS,
CITY CLERK

John W. Crawford
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day
of December, 2015, at the hour of 1:00 o'clock PM, E.S.T.

Michelle D. Chambers
MICHELLE D. CHAMBERS, CITY CLERK

Approved and signed by me this 28th day of December

2015, at the hour of 9:00 O'clock AM, E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

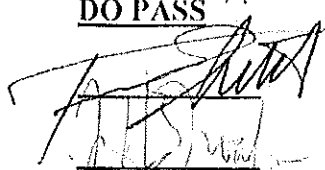
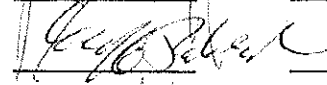
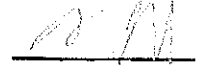
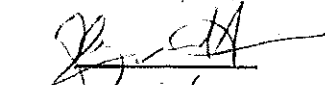
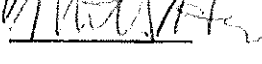
BILL NO. S-15-12-03

REPORT OF COMMITTEE ON CITY UTILITIES

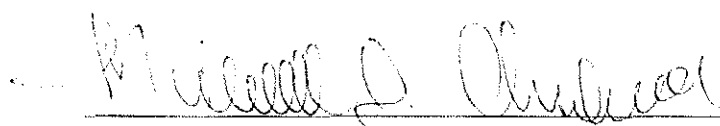
DECEMBER 15, 2015

*Thomas Smith, Chair
Martin Bender, Co-Chair
All Council Members*

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. **COMMITTEE ON CITY UTILITIES HAVE HAD SAID** Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
<i>As Amended</i> 			
			
			
			
			
			

**MICHELLE D. CHAMBERS
CITY CLERK**



Interoffice Memo

Date: August 19, 2016
To: Common Council Members
From: John Clark, Deputy Director Utilities Capital Asset Management
RE: **Asphalt Cut Repair Purchase Order Increase - Resolution # 102-10-28-15-1**

Increase is due to aggressively continuing our preventative work on water main isolation valves and replacing older fire hydrants, and an increase in main breaks over the summer. These activities have increased the total restoration number for asphalt cut repairs.

The original contract price of \$300,000.00 will be increased by \$200,00.00, and the new contract price shall be \$500,000.00.

The proposed change will increase the number of restorations than were originally planned to be completed in 2016.

CC: BOW
Kumar Menon
Diane Brown
Chrono
File