

BILL NO. S-23-01-14

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving SERVICES AGREEMENT – 2023 ANNUAL ON-CALL CONCRETE CUT REPAIR SERVICES (not to exceed \$275,000.00) between ROBBCO, INC. and the City of Fort Wayne, Indiana, by and through its Division of City Utilities.

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

SECTION 1. That the SERVICES AGREEMENT - 2023 ANNUAL ON-CALL CONCRETE CUT REPAIR SERVICES (not to exceed \$275,000.00) between ROBBCO, INC. and the City of Fort Wayne, Indiana, by and through its Division of City Utilities, is hereby ratified, and affirmed and approved in all respects, respectfully for:

2023 ANNUAL ON-CALL CONCRETE CUT REPAIR SERVICES;

involving a total cost not-to-exceed TWO HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS - (\$275,000.00). 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

Malak Heiny, City Attorney

CU 1.10.23

Approval of Services Agreement between the City of Fort Wayne Utilities and Robeco, Inc for Annual On-Call Concrete Construction Services for 2023. Compensation for services performed shall be a not-to-exceed amount of \$275,000.

City of Fort Wayne
Board of Public Works

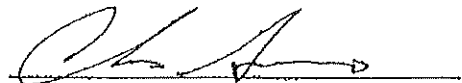
Date: 1.10.2023

ABSENT

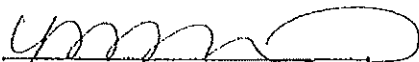
Shan Gunawardena, Chair



Kumar Menon, Member



Chris Guerrero, Member

Attest: 

Michello Fulk-Vondran, Clerk



SERVICE AGREEMENT: _____

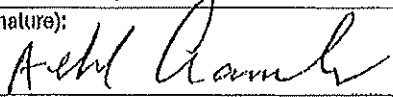
SUPPLIER NAME Robbco, Inc		CITY DEPARTMENT City of Fort Wayne Utilities	
STREET ADDRESS 6608 Bradbury Ave		STREET ADDRESS 200 East Berry St.	
CITY, STATE, ZIP CODE Fort Wayne, IN 46809		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION Alfred Chambers		INVOICE ADDRESS 415 East Wallace Street or 515 East Wallace Street	
TELEPHONE (260) 747-2769	FAX	CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
REMIT-TO ADDRESS		ATTENTION Chris Brown	
CITY, STATE, ZIP CODE		TELEPHONE (260) 427-1363	FAX 260-427-1282

Service Description	Rates
2023 Annual On-Call Concrete Construction Services	
Aggregate Price	\$275,000.00

AGREEMENT START DATE 2/1/2023
AGREEMENT END DATE 12/31/2023

This Agreement is entered into between Supplier and City Utilities as of February 1, 2023. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER: Robbco, Inc

By (Signature): 
Printed Name: Alfred Chambers
Title: Vice President
Date: 1-6-2023
FEDERAL TAX ID NUMBER: 35-1850232

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitable for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. There warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the later, Billing Interval, and Invoice Address. Invoices shall be rendered in duplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and claims have been paid in full or the performance of the Services have been waived. Payment of Invoices shall not constitute acceptance of the Services, and Invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any payment owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain at independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including Federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and Federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be incurred by reason of Supplier's failure to comply with this paragraph.
4. **INDemnITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such parties thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any such claim, or demand was defended by Supplier, then the City will reimburse Supplier for the pro rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in its defense of any suit, claim, or demand by employing attorneys of its own choosing, without violating Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damages actually incurred. Actual gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damages of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements.
(b) General Liability	\$2,000,000 minimum per occurrence/ \$5,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Port Wayne, its divisions and subsidiaries as an additional insured and a Certificate Holder, with 30 days' notice of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Port Wayne Purchasing Department
1 East Main Street, Room 350
Port Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in accordance with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Port Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROTECTION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any copyrightable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations, proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and agrees that data, materials, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 12816, as amended, relating to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
13. **WARRANTY.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier exhibits insolvency, makes an assignment for the benefit of creditors, or lets a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
14. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
15. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
16. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the fees for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Value.
17. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not limited to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantines, strikes, freight embargoes, or unusually severe weather.
18. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
19. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligations under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
20. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and shall not be subject to arbitration.
21. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
22. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, sex, sex, disability or status as a veteran.
23. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts thereof. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of this modification or discharge is sought. This paragraph hereinafter are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

RFQ #109-11-8-22-2, 2023 Concrete Cut Services (#8332137)

Owner: City Utilities

Solicitor: Fort Wayne IN, City of

12/08/2022 02:00 PM EST

Section	Tft Line	Item	Item	Unit	Price	Extension	Unit	Price	Extension
Base Bid Total:						\$0.00			\$0.00

Engineer Estimate robbco, inc. Exterior Service

109-11-8-22-2
Robbco



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/28/2022

1. Governmental Unit (Owner): Board of Public Works, City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Robbco, Inc.

Address: P.O. Box 9302

City/State/ZIP code: FW, IN 46899

4. Telephone Number: 260-747-2769

5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Board of Public Works, City of Fort Wayne (Governmental Unit) in accordance with plans and specifications prepared by Fort Wayne City Utility Operations entitled Concrete Cut Repairs Services and dated _____ for the sum

of _____ \$ See attached price sheet

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent, as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 28 day of November, subject to the following conditions: _____

None

Contracting Authority Members:

PART II

(For projects of \$150,000 or more - IC 36-1-12-4)

Governmental Unit: City of BFA Wayne
 Bidder (Firm): Robeco, Inc.
 Date (month, day, year): 11/28/22

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

- What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
<u>On going</u> <u>Open</u>	<u>Concrete</u>	<u>12/31/22</u>	<u>City of BFA Wayne</u>

- What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Key Concrete, Inc - P.O. Box 9279
FW, IN 46899

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

Remove existing materials and
replace as required by Contract.

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

NONE

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Dumputwicks
Backhoe
Bobcat

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

yes

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

No

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such bidding nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Fort Wayne this 28 day of November

Robeco, Inc.
(Name of Organization)
By Alfred Chambers
Vice President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Allen } ss

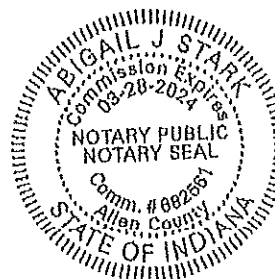
Before me, a Notary Public, personally appeared the above-named Alfred Chambers and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 28 day of November

Abigail J. Stark
Notary Public

My Commission Expires: 3-28-2024

County of Residence: Allen



BID OF

Rodco, Inc.

(Contractor)

P.O. Box 9302

(Address)

PW, IN 46899

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

Action taken _____

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Alfred Chambers, the Vice President
NAME POSITION
of Roldco, Inc.

HEREBY CERTIFY THAT:

1. The Financial Statement of said Company, dated the 31 day of December, 2021, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof, and,
2. I am familiar with the books of said Company, showing its financial condition and am authorized to make this certificate on its behalf.

DATE: 11/28/2022

Alfred Chambers
SIGNATORY

Alfred Chambers
PRINTED NAME OF SIGNATORY

CERTIFICATE IN LIEU OF DRUG TESTING PROGRAM

I, Alfred Chambers the Vice President
NAME POSITION
of Roboco, Inc.
COMPANY

HEREBY CERTIFY THAT:

1. A copy of our Drug Testing Program of said Company, dated the 28 day of Nov.,
2022, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana.

DATE: 11/28/22

Alfred Chambers
SIGNATORY

Alfred Chambers
PRINTED NAME OF SIGNATORY

City of Fort Wayne Utilities

Concrete Restoration Bid Form

Item No.	Item	Unit Price per Square Foot (\$/Ft.)
1	Curb Cost per Linear foot -50 SF or less	\$ 42.55
2	Handicapped ramp half	\$ 14.95
3	Handicapped ramp two sided	\$ 14.95
4	Standard sidewalk section -Local/Residential	\$ 10.35
5	Secondary Street - Local/Residential	\$ 11.50
6	Primary Road - Local Residential	\$ 13.22
7	Driveway Approach- Parkstrip Restoration	\$ 11.50
8	Driveway - Parkstrip Restoration	\$ 3.45

RFQ #109-11-8-22-2, 2023 Concrete Cut Services (#8332137)

Owner: City Utilities

Solicitor: Fort Wayne IN, City of

12/08/2022 02:00 PM EST

Section	Tit	Line	Item	Uoff	Qua	Unit	Price	Extension	Unit	Price	Extension	Exterior Service
Base Bid Total:							\$0.00			\$0.00		

#109-11-8-22-2
Exterior

City of Fort Wayne Utilities

Concrete Restoration Bid Form

Item No.	Item	Unit Price per Square Foot (\$/Ft.)
1	Curb Cost per linear foot - 50 SF or less	\$65.00
2	Handicapped ramp half	\$40.00 Plus Plate
3	Handicapped ramp two sided	\$40.00 Plus Plate
4	Standard sidewalk section - Local/Residential	\$80.00
5	Secondary Street - Local/Residential	\$40.00
6	Primary Road - Local Residential	\$45.00
7	Driveway Approach- Parkstrip Restoration	\$33.00
8	Driveway - Parkstrip Restoration	\$40.00

News Paper announcement for Concrete Cut Services:

Port Wayne City Utilities
Concrete Cut Repair Services
Res #109-11-8-22-2

Port Wayne City Utilities is requesting time and material quotes for contracting various types of labor and equipment for repair of concrete cuts made by the City to repair infrastructure. Such repairs include 25 sq. ft. and 100 sq. ft. (plus) areas. All Quotes to be to the Transportation Engineering Standards dated 8-27-15.

It is the intent of the Utility, for purposes of getting caught up and to maintain a minimal backlog of these types of restorations to have a list of available contractor(s) names and numbers accessible to the Utility.

Terms of agreement are January 1, 2023 through December 31, 2023, 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 repair and the amount and type of work that needs to be performed.

A pre-bid for this contract will be held on November 30, 2022, 1:30pm at the Water Maintenance and Service Department located at 415 East Wallace Street in the Conference Room, Fort Wayne Indiana.

Sealed Bids are due to the Board of Public Works Quest site no later than 2:00 pm, December 8, 2022. Contractors will be notified of making the list by January 1, 2023.

Bidding Information can only be downloaded at <http://bidding.cityoffortwayne.org/city.php> and/or www.questcdn.com. Contractors may view the contract documents at no cost prior to becoming a Planholder. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, and downloading digital project information.

The QuestCDN eBidDoc Number for this project is: 8332137.

No Bid may be withdrawn for at least 60 days after the scheduled time for receipt of Bids so as to allow review of Bids before announcing award of Contract. The successful Bidder will be required to furnish a satisfactory Labor and Material Payment Bond and Performance Bond each in the amount no less than one hundred (100%) percent of the contract price.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ATTEST: Michelle Fulk-Vondran, Clerk
Publish: November 10, 2022 & November 17, 2022 in the Journal Gazette.

CITY UTILITIES ANNUAL ON-CALL CONCRETE CONSTRUCTION SERVICES
REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR
REPAIRS TO FORT WAYNE UTILITY SYSTEMS CUTS AROUND INFRASTRUCTURE

Scope of Work:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs to Concrete Cuts made by the Utilities in the repair of the distribution and collection systems. Such repairs may include, sawing the original out, excavating old patch and fill, framing, pouring, finishing concrete to proper grades and elevations per City specifications, to bring the repair back to specification and proper level with minimal level differential to cause issues. All repairs are to be made to the Engineering Standards of the City of Fort Wayne.

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, 2023 through December 31, 2023, 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 and manpower 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 Concrete 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 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.

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.

Payment will be based on the Square Foot bid received by the Board Of Works. The designated work site shall be specified by the Utility. Payment is subject to an inspection of the work that has been completed. 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 Section of sidewalk per attached specifications, Curbs per attached specifications, Handicapped ramp system per attached specifications, driveway approaches to streets based on attached specifications, and city thoroughfares per the attached specifications (per Square foot of repair).
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.

Brad Stutz

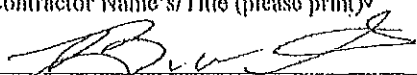
Contractor's Name

P.O. Box 9134 Ft. Wayne IN 46899

Contractor's Address

Brad Stutz / Project Estimator

Contractor Name's/Title (please print)



Contractor's Signature

12-8-2022

(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>Akthian Wilson</u>	<u>260-431-8813</u>			
<u>Mike Savage</u>	<u>260-609-2281</u>			
<u>Justin Huard</u>	<u>419-513-9450</u>			
<u>Eric Alred</u>	<u>260-388-9908</u>			



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 62414 (R2 / 2-15) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 12/8/2022

1. Governmental Unit (Owner): Board of Public Works, City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Extensor Service LLC

Address: P.O. Box 9134

City/State/ZIP code: Fort Wayne, IN 46899

4. Telephone Number: 260-413-2821

5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Board of Public Works, City of Fort Wayne (Governmental Unit) in accordance with plans and specifications prepared by Fort Wayne City Utility Operations entitled Concrete Cut Repairs Services and dated _____ for the sum

of NA \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (1.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 8 day of December, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more - IC 36-1-12-4)

Governmental Unit: Board of Public Works, City of Fort Wayne

Bidder (Firm) Exterior Service LLC

Date (month, day, year): 12/8/2022

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
211,343.30	Alley Repair	9/1/2022	03470 City of Ft. Wayne
225,715	Storm Drainage	10/10/2022	Frankie Park Drainage
69,538.50	Alley Repair	10/12/2022	05650 City of Ft. Wayne
88,945	Drainage	11/7/2022	Feellinger - Botanical

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion	Name and Address of Owner
299,999.99	Storm Drainage	8/1/2023	Westmore City of Ft. Wayne

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Sweetwater Reality

Ameri Family

Strebtg Construction

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

5 men crew

Excavate

Mastell Street Structure

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Reilly Trucking

Till Trucking

Garcia Concrete Construction

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Till Trucking
P.O. Box 6734
Ft. Wayne IN 46889

Berley Trucking
7020 Ardmore Ave
Ft. Wayne IN 46809

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Mini Excavator
Bobcat
Dump Truck
Skid Steer

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 9:44 am this 8 day of December

Exterior Service LLC
(Name of Organization)

By [Signature]

Project Estimator
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF ALLEN) ss

Before me, a Notary Public, personally appeared the above-named BRAD STUTZ and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 8 day of DECEMBER 2022

[Signature]
Notary Public

My Commission Expires: 9 JANUARY 2030
County of Residence: Allen

SARA SWIHART
NOTARY PUBLIC
SEAL
STATE OF INDIANA
My Commission Expires 01/09/2030
Commission Number NP0730388

BID OF

Exterior Service LLC
(Contractor)

P.O. Box 9134
(Address)

Ft. Wayne IN 46849

FOR

PUBLIC WORKS PROJECTS

OF

Concrete Cut Repairs
Services

Filed _____

Action taken _____

BID BOND (PENAL SUM FORM)

Bidder Name: <u>Exterior Service LLC</u> Address (principal place of business): <u>P.O. Box 9134</u> <u>Fort Wayne, IN 46899</u>	Surety Name: <u>Erie Insurance Company</u> Address (principal place of business): <u>100 Erie Insurance Place</u> <u>Erie, PA 16530</u>
Owner Name: <u>Board of Public Works</u> Address (principal place of business): <u>City of Fort Wayne</u> <u>200 East Berry Street</u> <u>Suite 210</u> <u>Fort Wayne, IN 46802</u>	Bid Project (name and location): <u>Fort Wayne City Utility</u> <u>Operations Concrete Cut</u> <u>Repairs Services</u> Bid Due Date: <u>12-8-2022</u>
Bond <u>\$10,000</u> Penal Sum: Date of Bond: <u>12-8-2022</u>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>Exterior Service LLC</u> (Full formal name of Bidder)	Surety <u>Erie Insurance Company</u> (Full formal name of Surety) (Corporate Seal)
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)
Name: <u>Debra Wilson</u> (Printed or typed)	Name: <u>Rachel P. Marchant</u> (Printed or typed)
Title: <u>owner sole member</u>	Title: <u>Agent</u>
Attest: <u>[Signature]</u> (Signature)	Attest: _____ (Signature)
Name: <u>Brad Stutz</u> (Printed or typed)	Name: _____ (Printed or typed)
Title: <u>Project Estimator</u>	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

Jeffrey Rachel, Michael E. Lewis, Rachel Marchant and Emily Leo

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds and undertakings of suretyship,

each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

"RESOLVED, that the Chief Executive Officer, or my Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her.

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

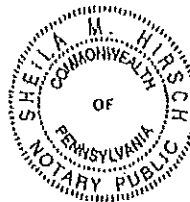
IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016.



Timothy G. NeCastro
Timothy G. NeCastro
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

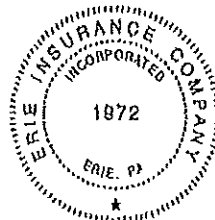


Sheila M. Hirsch
My commission expires June 27, 2024
Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company.



Brian W. Bolash
Brian W. Bolash, Secretary

this day of 20

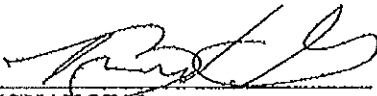
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Bred Stutz, the Project Estimator
NAME POSITION
of Exterior Service LLC

HEREBY CERTIFY THAT:

1. The Financial Statement of said Company, dated the 8 day of December, 2022, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,
2. I am familiar with the books of said Company, showing its financial condition and am authorized to make this certificate on its behalf.

DATE: 12-8-2022


SIGNATORY

Bred Stutz
PRINTED NAME OF SIGNATORY

CERTIFICATE IN LIEU OF DRUG TESTING PROGRAM

I, Bred Stutz, the Project Estimator
NAME POSITION
of Exterior Service
COMPANY

HEREBY CERTIFY THAT:

1. A copy of our Drug Testing Program of said Company, dated the 8 day of December,
2022, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana.

DATE: 12-8-2022


SIGNATORY

Bred Stutz
PRINTED NAME OF SIGNATORY

Interoffice Memo

Date: January 24, 2023
To: Common Council Members
From: Matt Land, City Utilities, Deputy Director of Utilities Chief Operations Officer
RE: Annual On-Call Concrete Cut Repair Services

Members of City Council:

Approval requested for Professional Services Agreement between the City of Fort Wayne and Robbco, Inc. for Annual On-Call Concrete Cut Repair Services.

Compensation for services performed shall be \$275,000.00 for 2023.

Please let me know if you have any questions.

Matt Land
Fort Wayne City Utilities
Deputy Director Utility Operations

CC: BOW
Justin Brugger
Kumar Menon
Jill Helfrich
Chrono
File