

1 **BILL NO. S-25-01-21**

2 SPECIAL ORDINANCE NO. S-_____

3
4 **AN ORDINANCE** approving SERVICES AGREEMENT
5 – 2025 ANNUAL ON-CALL ASPHALT CUT REPAIR
6 SERVICES (not to exceed \$750,000.00) between
7 ROBBCO, INC. and the City of Fort Wayne, Indiana, by
and through its Board of Public Works.

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

10 **SECTION 1.** That the SERVICES AGREEMENT - 2025 ANNUAL
11 ON-CALL ASPHALT CUT REPAIR SERVICES (not to exceed \$750,000.00)
12 between ROBBCO, INC. and the City of Fort Wayne, Indiana, by and through its
13 Board of Public Works, is hereby ratified, and affirmed and approved in all
14 respects, respectfully for:

15 2025 ANNUAL ON-CALL ASPHALT CUT REPAIR SERVICES;
16
17 involving a total cost not-to-exceed SEVEN HUNDRED FIFTY THOUSAND AND
18 00/100 DOLLARS - (\$750,000.00). A copy of said Contract is on file with the Office
19 of the City Clerk and made available for public inspection, according to law.

20 **SECTION 2.** That this Ordinance shall be in full force and effect from
21 and after its passage and any and all necessary approval by the Mayor.
22

23
24 _____
25 Council Member

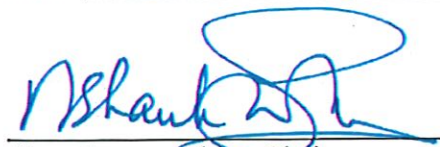
26 APPROVED AS TO FORM AND LEGALITY

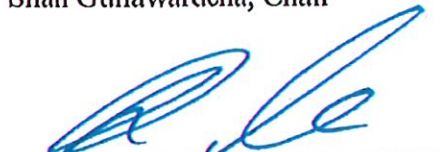
27
28 _____
29 Malak Heiny, City Attorney
30

Approval of Services Agreement between the City of Fort Wayne Utilities and Robbco, Inc for
Resolution #111-10-29-24-1, Annual On-Call Asphalt Cut Repair Services for 2025.
Compensation for services performed shall be a not-to-exceed amount of \$750,000.

City of Fort Wayne
Board of Public Works

Date: 1.7.2025


Shan Gunawardena, Chair


Kumar Menon, Member


Chris Guerrero, Member

Attest: 
Michelle Fulk-Vondran, Clerk



SERVICE AGREEMENT: _____

SUPPLIER NAME Robbco, Inc		CITY DEPARTMENT/CONTACT NAME City of Fort Wayne Utilities
STREET ADDRESS 6608 Bradbury Ave		STREET ADDRESS 200 E. 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		CITY, STATE, ZIP CODE Fort Wayne, IN 46802

Service Description	Rates
2025 Annual On-Call Asphalt Restoration Services	Not to exceed: \$750,000.00 Refer to Attachment B for Itemized unit pricing.

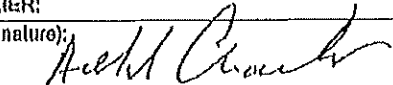
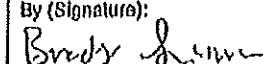
Estimated Completion Date:	12/31/2025
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The following is made part of this agreement:

Attachment A: Requirements to Provide Labor & Equipment for Repairs to Fort Wayne Utility Systems Cuts
Attachment B: Bid Form
Attachment C: Form 98
Attachment D: Drug Policy

This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below 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 by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

SUPPLIER:		City of Fort Wayne	
By (Signature):		By (Signature):	
Printed Name:	Alfred Chambers	Printed Name:	Brady Linneman
Date:	1-3-25	Date:	1-3-25

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. **WARRANTY OF THE SERVICES.** 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 of suitable and suitable quality 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. These 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. **INVOICING.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in duplicate and shall include 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 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 bills, 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 rights to claim items that could arise out of 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 amount owed by the City to Supplier against any amount owed by Supplier to any of its affiliated companies to the City.
 3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship between City and Supplier is and shall at all times remain an independent contractor. Persons provided by Supplier to perform and deliver the Services shall be Supplier's employees under the sole and exclusive direction and control of Supplier and shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with Supplier's employees and any other person or entity contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entities contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workers' Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. In order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services to be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expense (including attorney's fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.
 4. **INDEMNITY.** Supplier shall defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorney's fees), judgments, settlements and penalties of every kind and nature asserted against, charged to or imposed upon City which directly or indirectly arise or are connected with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Supplier's counsel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City contained herein. Supplier shall not make or compromise any claim, suit or action or consent to any or a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.
 5. **LIMITATION OF LIABILITY.** Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorney's fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
 6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

(a) General Liability	\$1,000,000 minimum per occurrence
Personal & Advertising Liability	\$2,000,000 aggregate
Products/Completed Operations Liability	\$1,000,000 per occurrence or \$2,000,000 aggregate
Automobile Liability, including hired and non-owned auto	\$1,000,000 minimum per occurrence
(c) Worker's Compensation	
bodily injury by accident	\$100,000 each accident
bodily injury by disease	\$100,000 policy limit
bodily injury by disease	\$100,000 each employee
- *ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES AND DOES NOT CARRY WORKMAN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMAN'S COMPENSATION BOARD OF INDIANA.
- The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subdivisions as an Admitted Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Hurst Street, Suite 450
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended or necessary for 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 advising the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This covenant 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 Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
 10. **CONFIDENTIALITY OF DATA, PROPRIETARY 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 received, 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 it may deem necessary 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 warrants and/or releases to the City any copyrightable property right of the Supplier to copyright, license, patent or otherwise 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 recognizes 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. **EMPLOYER CERTIFICATION.** In accordance with E.C. §2-1-1.7, Supplier understands and agrees to enroll and verify work disability status of all newly hired employees of the contractor through R-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the Department of Homeland Security. Supplier further understands that they are not required to verify work disability status of newly hired employees of the Supplier through the R-Verify program if the R-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized alien.
 13. **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 11246, as amended, relative 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 1916 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.
 14. **DEFAULT.** 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's default in performance, makes an assignment for the benefit of creditors, or has 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.
 15. **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 completed 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, therefore.
 16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
 17. **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 Price.
 18. **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 governmental, fire, floods, epidemics, quarantines, strikes, freight embargoes, or unusually severe weather.
 19. **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 noted on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and delivered 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.
 20. **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.
 21. **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 will not be subject to arbitration.
 22. **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.

23. **NONDISCRIMINATION.** Pursuant to IC 22-9-3-10, the Civil Rights Act of 1961, and Title VI, 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, terms, tenure, 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, age, sex, disability or status as a veteran.
24. **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 therein. 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 fully signed when enforcement of the modification or discharge is sought. The paragraph headings 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 persons and legal representatives, successors and assigns.

Project Bid Sheet					
Project:		Fort Wayne City Utilities 2025 On-Call Asphalt Restoration Services			
		BID			
Item#	Description	Quantity	Unit	Unit Price	Extension
1	4" HMA Type A Driveway Restoration (Less than 50 sq ft)	1	SFT	14.00	\$ 14.00
2	4" HMA Type A Driveway Restoration (51 sq ft to 100 sq ft)	1	SFT	13.42	\$ 13.42
3	4" HMA Type A Driveway Restoration (Greater than 100 sq ft)	1	SFT	12.77	\$ 12.77
4	4.5" HMA Type B Local / Residential / Collector Restoration (Less than 50 sq ft)	1	SFT	14.00	\$ 14.00
5	4.5" HMA Type B Local / Residential / Collector Restoration (51 sq ft to 100 sq ft)	1	SFT	13.42	\$ 13.42
6	4.5" HMA Type B Local / Residential / Collector Restoration (Greater than 100 sq ft)	1	SFT	12.77	\$ 12.77
7	6" HMA Type C Arterial Restoration (Less than 50 sq ft)	1	SFT	13.65	\$ 13.65
8	6" HMA Type C Arterial Restoration (51 sq ft to 100 sq ft)	1	SFT	15.03	\$ 15.03
9	6" HMA Type C Arterial Restoration (Greater than 100 sq ft)	1	SFT	13.73	\$ 13.73
10	Parkstrip Restoration, Topsoil and Hydroseed with Hydroslick Tackifier or Equivalent Polymer for Erosion Control and Straw Mulch	1	SFT	5.00	\$ 5.00
11	Work Allowance	1	LS	\$10,000.00	\$ 10,000.00
12	Maintenance of Traffic Allowance	1	LS	\$10,000.00	\$ 10,000.00
13					\$ -
14					\$ -
15					\$ -
TOTAL BASE BID					\$ 20,000.00

TOTAL = \$ 20,127.79 \$ 20,127.79



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):

11/11/24

1. Governmental Unit (Owner): Board of Public Works, City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Polokold, Inc.
Address: P.O. Box 9304
City/State/ZIP code: Fort Wayne, IN 46899
4. Telephone Number: 260-410-2176
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 Asphalt Cut Repairs Services and

dated 11/11/24 for the sum

of \$ See Project Bid 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 (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 11 day of Nov., 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 Port Wayne

Bidder (Firm) Robbco, Inc

Date (month, day, year): 11/11/24

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
\$ <u>500,000</u>	<u>Asphalt</u>	<u>12/31/23</u>	<u>City of Port Wayne</u>

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

Contract Amount	Class of Work	Expected Completion Date	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. — Robert Stark
P.O. Box 9279
Fort Wayne, 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.

yes

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.

NO

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.

Dumptruck
Bobcat
Backhoe

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 Fort Wayne this 11 day of November
Rockco, Inc.
By Alfred Chambers (Name of Organization)
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 11 day of November.

Abigail Stark
Notary Public

My Commission Expires: 3-28-2032
County of Residence: Allen



Part of State Form 62414 (R2/2-13) / Form 60 (Revised 2013)

BID OF

Robb Co, Inc.

(Contractor)

P.O. Box 9302

(Address)

FW, 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 Roboco, Inc.

HEREBY CERTIFY THAT:

1. The Financial Statement of said Company, dated the 31 day of December, 2023 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: 11/11/24

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 Roldco, Inc.
COMPANY

HEREBY CERTIFY THAT:

1. A copy of our Drug Testing Program of said Company, dated the 11 day of November,
2024, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana.

DATE: 11/11/24

Alfred Chambers
SIGNATORY

Alfred Chambers
PRINTED NAME OF SIGNATORY

News Paper announcement for Asphalt Cut Repair Services:

Fort Wayne City Utilities
Asphalt Cut Repair Services
Res #111-10-29-24-1

Fort Wayne City Utilities is requesting time and material quotes for contracting various types of labor and equipment for repair of asphalt cuts made by the City to repair infrastructure. Such repairs may include but shall not be limited to: sawing the original cut, excavating cold patch and fill, adding and compacting binder and Asphalt topcoat 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 in accordance with the City of Fort Wayne Construction Standard Details and Specifications found at <https://www.cityoffortwayne.org/engineers-contractors/standard-specifications.html>.

It is the intent of the Utility, for purposes of emergencies and to complete restoration in a timely manner after utility repairs are completed, to have a list of available contractor(s) names and numbers accessible to the Utility.

Terms of agreement are **January 1, 2025 through December 31, 2025**, 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 21, 2024 at 2:30 pm 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 5, 2024. Contractors will be notified of making the list by **January 1, 2025.**

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: 9321298

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

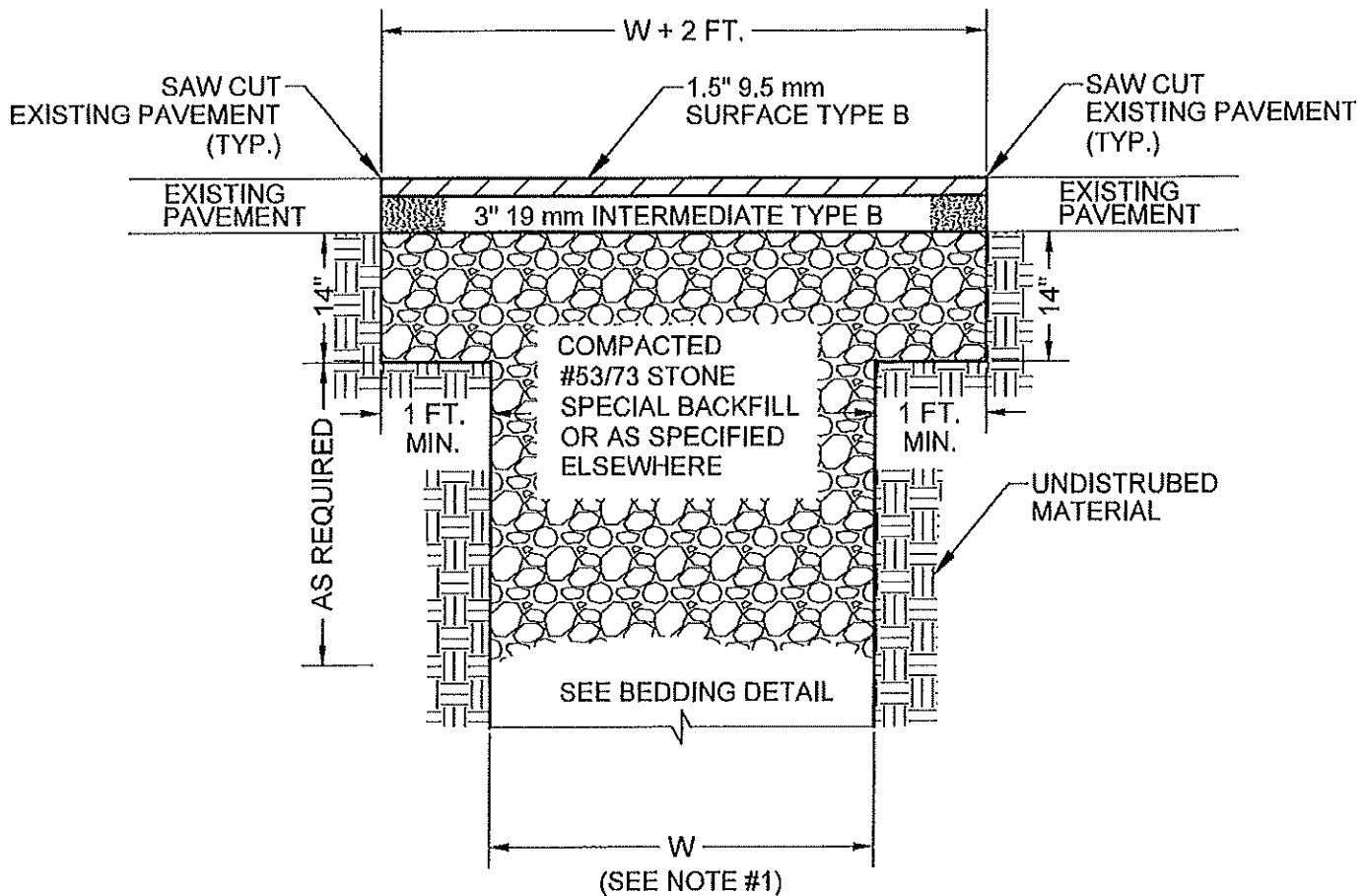
Publish: November 7, 2024 & November 14, 2024 in the Journal Gazette.

11/14/2024 11:14:24 AM



TRANSPORTATION
ENGINEERING
STANDARD DETAILS

LOCAL/RESIDENTIAL/COLLECTOR
ROADWAY ASPHALT PATCHING



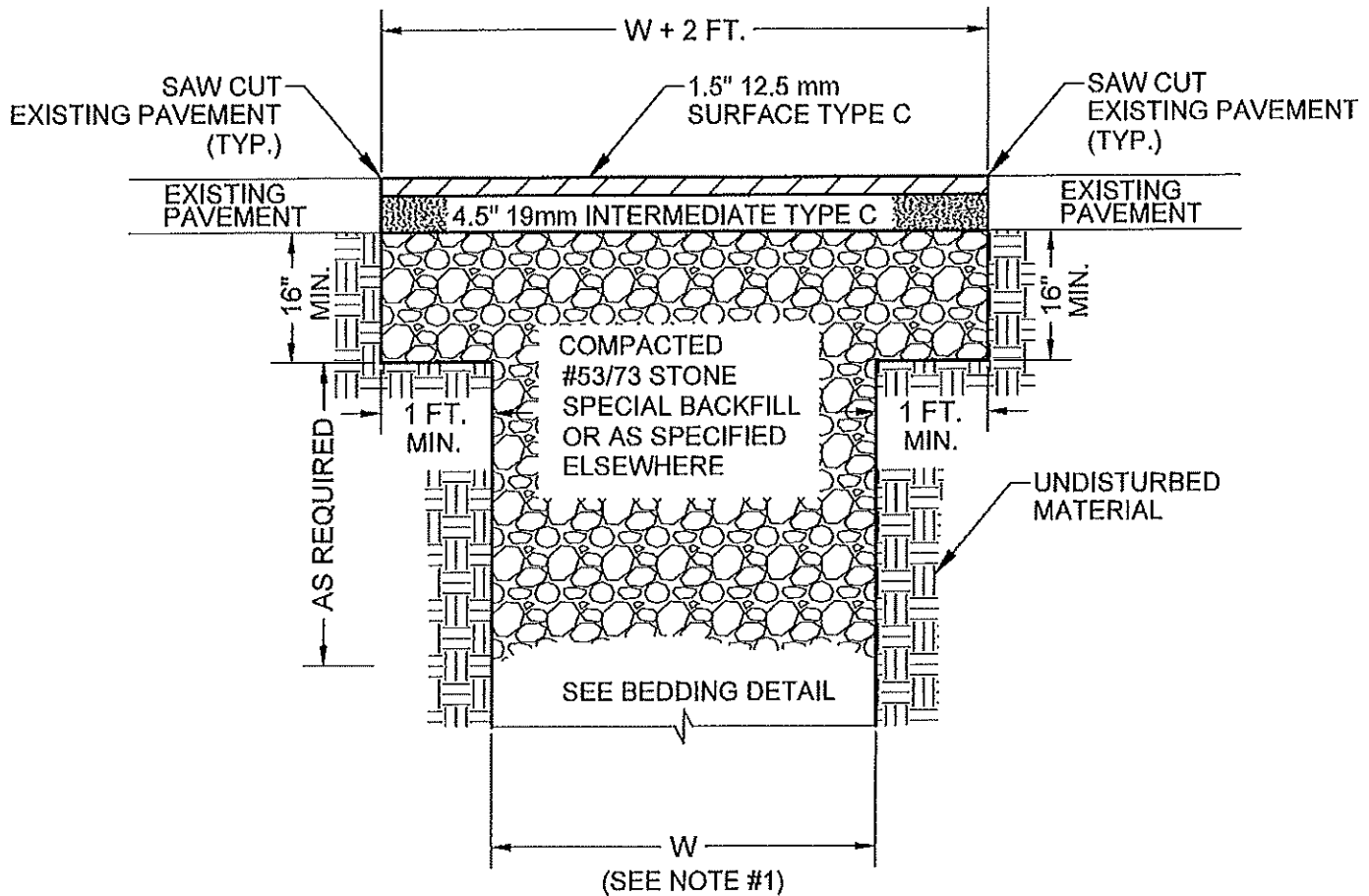
NOTE:

1. WIDTH OF TRENCH (W) SHALL EQUAL
OUTSIDE DIAMETER OF PIPE + 30 INCHES
2. NEW SURFACE SHALL BE SLOPED TO
MATCH EXISTING PAVEMENT
3. PREFERENCE IS TO MATCH
EXISTING PAVEMENT DEPTH



TRANSPORTATION
ENGINEERING
STANDARD DETAILS

MAJOR ARTERIAL ROADWAY ASPHALT PATCHING



NOTE:

1. WIDTH OF TRENCH (W) SHALL EQUAL OUTSIDE DIAMETER OF PIPE + 30 INCHES
2. NEW SURFACE SHALL BE SLOPED TO MATCH EXISTING PAVEMENT
3. PREFERENCE IS TO MATCH EXISTING PAVEMENT DEPTH

Interoffice Memo

Date: January 15, 2025
To: Common Council Members
From: Matt Land, City Utilities, Deputy Director of Utilities Chief Operations Officer
RE: **Annual On-Call Asphalt Cut Repair Services 2025**

Members of City Council:

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

Compensation for services performed shall be \$750,000.00.

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