

AN ORDINANCE approving SERVICE AGREEMENT – 2025 ANTHIS PARTNERSHIP AGREEMENT FOR CONCRETE RESTORATION (not to exceed \$375,000.00) between FORT WAYNE COMMUNITY SCHOOLS ANTHIS CAREER CENTER and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the SERVICE AGREEMENT - 2025 ANTHIS PARTNERSHIP AGREEMENT FOR CONCRETE RESTORATION between FORT WAYNE COMMUNITY SCHOOLS ANTHIS CAREER CENTER and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for concrete repair services for City Utilities construction and repair projects. Services may include concrete restoration and repairs of streets, alleys, sidewalks, curbs, ramps, and other related items;

involving a total cost of not to exceed THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS - (\$375,000.00). 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

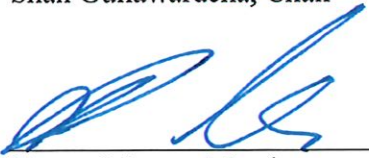
Malak Heiny, City Attorney

Approval of Services Agreement between the City of Fort Wayne Utilities and Fort Wayne Community Schools Anthis Career Center for Resolution #112-3-4-25-2, 2025 Anthis Partnership Agreement for Concrete Restoration. Compensation for services performed shall be a not-to-exceed amount of \$375,000.

City of Fort Wayne
Board of Public Works

Date: 3-4-2025


Shan Gunawardena, Chair


Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest: 
Michelle Fulk-Vondran, Clerk



SERVICE AGREEMENT: _____

SUPPLIER NAME Fort Wayne Community Schools Anthis Career Center		CITY DEPARTMENT/CONTACT NAME Fort Wayne City Utilities / Brady Linneman	
STREET ADDRESS 1200 S. Barr St		STREET ADDRESS 200 E. Berry St., Ste. 250	
CITY, STATE, ZIP CODE Fort Wayne, IN 46802		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION Christopher Roberts		INVOICE ADDRESS 415 E. Wallace St.	
TELEPHONE 260/425-7200		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	

Service Description	Rates
2025 Anthis Partnership Agreement for Concrete Restoration	Not to exceed: \$375,000.00 Refer to Attachment B for pricing.

Estimated Completion Date:	03/01/2026
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The following is made part of this agreement:

Attachment A: Requirements to Provide Labor for Repairs to Fort Wayne Utility Systems Cuts

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, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES THAT DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

SUPPLIER:	City of Fort Wayne
By (Signature): 	By (Signature):
Printed Name: Chris Roberts	Printed Name: Brady Linneman
Date: 2/28/25	Date: 2/28/25

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. **TERMS 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 suitably safe and

sufficient 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. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall contain 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 rights to claim liens 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 or 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 as independent contractors. 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 City for any purpose. Supplier shall be responsible for compliance by 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 associated 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 negligence 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 settle or compromise any claim, suit or action or consent to entry of 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/ \$2,000,000 aggregate
Personal & Advertising Liability	\$1,000,000 any one person or organization
Products/Completed Operations Liability	\$2,000,000 aggregate
(b) Automobile Liability, including Hired and Non-Owned Auto	\$1,000,000 minimum per occurrence
(c) Worker's Compensation ⁴	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

⁴SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES AND DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries, as an Additional 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 Berry Street, Suite 470
Fort 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 line 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, board members, 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, board members, or agents.

10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** 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 cognizable 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 assures that data, material, 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 I.C. 22-5-1-7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-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 eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-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 relating 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.

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 admits insolvency, 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 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, 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 Rates 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 restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, 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 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.

20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation 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 22-9-1-10, the Civil Rights Act of 1964, 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, 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, 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,

Attachment A

CITY UTILITIES ANNUAL ON-CALL CONCRETE RESTORATION PARTNERSHIP WITH FORT WAYNE COMMUNITY SCHOOLS ANTHIS CAREER CENTER

REQUIREMENTS TO PROVIDE LABOR 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 for repairs to Concrete Cuts made by the Utilities in the repair of the distribution and collection systems. Such repairs may include but shall not be limited to: excavating cold 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 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 contact names, emergency numbers, and equipment required to complete assigned work.

Term of agreement: January 1, 2025 through March 1, 2026 on an "as needed" basis. This quote does not guarantee work within the above time frame.

Contractor Responsibilities:

For all sites, the contractor shall be required to contact IUPPS with the pertinent information regarding the proposed work.

The contractor shall furnish experienced and competent supervision for program participants having sufficient knowledge of Fort Wayne Utility Standards and Specifications and Public Works Construction Standards and Specifications.

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 notify City for when traffic control, signage, barricades, etc. are needed in order to complete a project.

Repair Materials:

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

Payment will be based on the quote 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 invoices. Invoices are to be mailed directly to Chris Brown at 415 E. Wallace St., Fort Wayne, IN 46802.

Contractor shall have 60 days to complete each assignment, unless otherwise stated in a written schedule approved and accepted by the Utility Supervisor. Work not completed within this timeframe may result in a delay of payment.

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. Work may not be accepted or paid for by the Utility if not in accordance with the standards and specifications outlined in this agreement. Any re-work due to Contractor error or negligence to bring Work into compliance with this agreement shall be at the contractor's expense.

Attachment B

January 3, 2025

Fort Wayne Construction Trades Development
Contractual Agreement
with
The City of Fort Wayne Water Maintenance
2025

Fort Wayne Construction Trades proposes the following items for the repair and restoration work that the City Water Maintenance is requesting. With the partnership of employment of Fort Wayne Community Schools, Fort Wayne Construction Trades students will begin restoration work as soon as the ground thaws or upon special request, and will continue working until or through December 2025. A crew will begin the work under general instructional supervision of Chris Roberts and site supervision of Lucas Madden. There will be a group of eight High School Junior's hired and three college enrolled alumni re-hired site supervisors from the Career Academy Construction Trades.

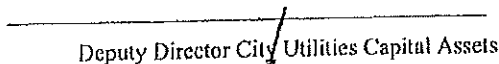
All students will be subject to the general hiring guidelines and employment regulations of Fort Wayne Community Schools. The restoration staff will be held to all safety guidelines specified by The City Fort Wayne Water Maintenance. The general hourly pay rate of the entire crew of eight students, one dirt crew foreman, one concrete foreman, one daily operations supervisor, and one general instructor is \$350.00. During the 2025 school year the staff will be supervised indirectly by Chris Roberts as an unpaid position. At the conclusion of the 2025 school year the instructor will join the team of construction trades students on site. This pay scale is subject to change due to weekly crew changes and personnel daily schedules but will not exceed the \$350.00 per hour rate. The amount per hour will only exceed the rate listed above due to overtime pay on a bi-weekly basis, at a rate of time and a half for each employee.

All materials necessary for job completion will be charged to City Water Maintenance over and beyond the general hourly rate. The items included as part of material fees would include concrete, rebar, expansion, curing, form release, gasoline, hand tools, concrete forms and minor equipment repairs. All receipts and invoices will be submitted to City Water Maintenance for their records.



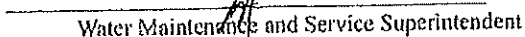
Construction Trades Project Manager

Date 1/3/25



Deputy Director City Utilities Capital Assets

Date _____



Water Maintenance and Service Superintendent

Date 2-28-25

Interoffice Memo

Date: March 6, 2025
To: Common Council Members
From: Anne Marie Smrchek, City Utilities Engineering
RE: **2025 Anthis Partnership Agreement for Concrete Restoration Services
Res. # 112-3-4-25-2**

Council District # City-wide

2025 Anthis Partnership Agreement for Concrete Restoration Services will provide concrete repair services for City Utilities construction and repair projects. Services may include concrete restoration and repairs of streets, alleys, sidewalks, curbs, ramps, and other related items.

Implications of not being approved: Without approval of this agreement, concrete restoration following utility repairs and projects may be delayed or other repairs and projects will be delayed in order to complete concrete restoration. Additionally, this partnership with Fort Wayne Community Schools Anthis Career Center provides hands-on experience for students to explore construction trades while earning a high school diploma. This opportunity for students allows for supervised training for students while building infrastructure that benefits their community while training for a future career.

If Prior Approval is being Requested, Justify: N/A

The contract for Resolution #112-3-4-25-2 awarded to Fort Wayne Community Schools Anthis Career Center in an amount not-to-exceed \$375,000.00.

The cost of said project funded by SEWER, STORM, and WATER REVENUE.

Council Introduction Date: March 11, 2025

CC: BOW
Matthew Wirtz
Jill Helfrich
Construction Manager
Chrono
File