



# Board Agenda Transmittal

To: Board of Public Works

From: John Clark, City Utilities Capital Assets, EXTENSION # 2698

Date: 10/3/12

Enclosed are (2) original copies of the following to be placed on the **BOPW Agenda** for 3/6/13.

- Improvement Resolution Agreement       Owner-Contractor Agreement/Contracts       Professional Service Agreement
- Purchase Agreement       Amendment/Supplemental       Other Agreements
- Award       Change Order       Escrow Release
- Payment Approval       Special Street Permit       Claims/Write offs
- Consent Decree       Acceptance       Other (Description)
- SRF Project

Resolution/Work Order #**WMS52268013-5364** Asphalt Cut Repair Contract # 100-2-13-13-1

Project/BOPW Item Name Asphalt cut repair contract

Project/BOPW Item Description (to be included on agenda)      **Establish contract for 2013 for Asphalt Cut Restoration for WMS cut repairs from Main Breaks and other excavations**

Vendor/Contractor Name

Dollar Amount \$

Date for Council (if applicable)

Additional Comments: This is third year for this partnership and it is working exceptionally well.

Upon approval please return 1 Copy to Kurt Roberts Dept. WMS

## **CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES**

### **REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR REPAIRS TO FORT WAYNE UTILITY SYSTEMS**

#### **Scope of Work:**

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs to Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. Such repairs may include, sawing the original cut, excavating cold patch and fill, adding and compacting binder and Asphalt top coat per City street specifications, to bring the repair back to specification and proper level with minimal level differential to cause issues with traffic...

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: **March 22, 2013 through November 30, 2013**, on an "as needed" basis. This quote does not guarantee work to any contractor within the above time frame. The Utility reserves the right to award work to multiple contractors based upon the availability of the contractor(s), projected costs of the project and the amount and type of work that needs to be performed.

#### **Contractor Responsibilities:**

The contractor shall furnish equipment as necessary to complete the repairs as outlined by Utility Maintenance staff or Utility Engineering. One or more pieces of fully operated equipment, as deemed necessary by the Utility including operator, complete maintenance, insurance, fuel and oil may be needed for the work to be performed. Equipment shall meet all requirements necessary for safe and efficient operation, as determined by Utility Maintenance staffs.

In emergency situations needing immediate attention and work, requests for locates may be called into Indiana Underground Plant Protection (IUPPS) by Water Maintenance & Service or Water Pollution Control Maintenance Departments prior to calling a contractor. The Contractor will be notified as to the status of the locate request. This in no way relieves the liability of the contractor for damaging utilities. The contractor shall not commence excavation until all utilities have located their facilities. On planned / scheduled work, the contractor shall be required to contact IUPPS with the pertinent information regarding the proposed excavation.

The contractor shall furnish experienced and competent operators, laborers, and supervisors having sufficient knowledge of Fort Wayne Utility Standards and Specifications and Street Standards and Specifications. Supervisors/forepersons shall be able to follow verbal and/or written instructions on the type of repairs required. Laborers shall be experienced with Asphalt installation and repair techniques. All operators shall be properly licensed.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract.

The contractor shall be responsible for adherence to all OSHA regulations for trenching and shoring. In addition, contractor shall provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

#### **Repair Materials:**

All materials used in the repair of the cut will be the responsibility of the Contractor.

Spoil from the cut shall be disposed of at the Old Lagoon Site on Dwenger Avenue or the BioSolids Facility on Lake Avenue for materials that were removed from cuts that occurred after normal working hours. If access is not established to these sites then spoils can be dumped at the Maintenance Department yards if authorized by Utility personnel.

### **Statements of Conditions**

Equipment owned by the contractor will be ordered out only when the Utility determines there is sufficient reason to warrant use of such equipment to supplement the Utility's work forces.

Equipment and operation therefore shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs. The contractor shall report all breakdowns immediately to the Utility supervisor. No payment will be made for the equipment while it is off the job for servicing, however, payment will continue during the time equipment is being fueled and oiled providing such service is performed on the site by a mobile service unit.

The City of Fort Wayne reserves the right to make a rigid inspection as to mechanical and safety features of any and all construction equipment dispatched to work sites at any time during the period of the contract. Such inspections shall in no way relieve the contractor of the responsibility to furnish equipment in compliance with all requirements of the specifications. All equipment which, in the opinion of the City of Fort Wayne, is in poor mechanical condition or otherwise does not comply with these specifications, will be rejected and shall not be used on any Utility project until repaired or replaced. No payment will be made by the Utility for time or labor expended by the Contractor if said equipment is rejected as a result of such an inspection, until repair or replacement is established to the Utility's satisfaction.

Equipment and its operation shall be subject to supervision by Utility supervisory personnel as to the work to be performed. The Utility will not instruct the operation of equipment in any way contrary to law or good equipment practice. The contractor and/or the operator shall be solely responsible for any and all damage to equipment while operating under this specification.

Equipment under contract shall be subject to call any time of the day or night. Equipment shall be delivered by the contractor to a location as specified by the Utility.

The contractor is responsible for providing the Utility, in writing, the names and telephone numbers (for day and night contact) which may be used to call regarding contract equipment.

Payment will be based on the hourly rate bid for each piece of equipment under contract including operator and also for laborer(s) on an hourly basis. The time clock for payment shall run from the time of acceptance of the assignment, as long as the time of arrival to the job site from the time of the verbal acceptance is not longer than one (1) hour. If this time exceeds one (1) hour, that excess time will not be accepted for payment by the Utility. The designated work site shall be specified by the Utility. Time clock for payment will terminate when equipment is released by the Utility. Payment is subject to an inspection of the work that has been completed. Payment for work performed and/or deductions from the guaranteed minimum payment will be computed to the nearest one-quarter hour. Payments will be made to the contractor within forty five (45) days following receipt of invoice. Invoices are to be mailed directly to contracting department of the Utility.

### **Contract Compliance**

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBE Goals, and other documentation, if requested.

**Award**

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. **Lowest rates per Sq Ft price quote; based on 50 sq ft and smaller, 51 to 100 sq ft, and 101 sq ft or larger**
2. **Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.**
3. **Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel:**
4. **In cases where bids are equal, the contractors will be rotated.**

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary to complete work based on Square ft of repair at the price indicated in their quote, hereto and made a part hereof.

Contractor's Name

Contractor's Address

Contractor Name's/Title (please print)

Contractor's Signature

(Date)

**Contractor to complete below Exhibits:**

**EXHIBIT A – CONTRACTOR CONTACT INFORMATION**

**Authorized Contact**

**Cell Phone**

**Work Phone**

**Home Phone**

**Emergency  
Contact Number**


Adopted this 13<sup>th</sup> day of February, 2013

**BOARD OF PUBLIC WORKS**

BY:   
Robert P. Kennedy, Chairman

BY:   
Kumar Menon, Member

BY:   
Mike Avila, Member

ATTEST:   
Victoria Edwards, Clerk

## **News Paper announcement for Asphalt Cut Repair Services:**

Fort Wayne 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 include, 25 sqft, 50 sq ft and 100 sq ft (plus) areas..

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 March 22, 2013 through November 30, 2013, 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.

Full Copy of Contractual specifications can be requested from the City Board of Public Works.

A Prebid for this contract will be held on **February 22, 2013, from 1 pm to 2 pm at the Water Maintenance and Service Department 415 East Wallace Street, Fort Wayne, Indiana, in the Conference Room.**

Sealed Bids are due to the Board of Public Works no later than **8:00 am March 6, 2013.**

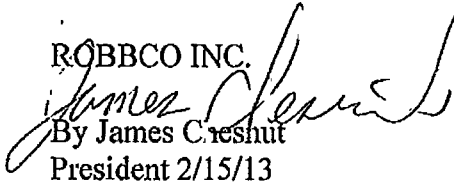
Contractors will be notified of making the list by **March 15, 2013.**

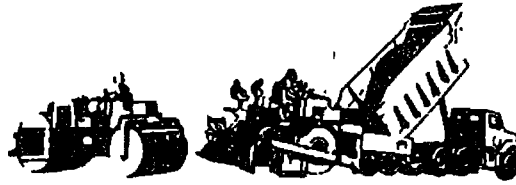
ROBBCO INC.  
P.O. BOX 9302  
FORT WAYNE, IN. 46799  
(260)410-6174

CITY OF FORT WAYNE  
ANNUAL ON CALL EMERGENCY  
CONSTRUCTION SERVICES

Proposed prices per sq ft to repair asphalt streets as specified by city utilities

50 Sq Ft or less	\$ 6.80 per sq ft
51 to 100 Sq Ft	\$ 6.55 per sq ft
101 and up Sq FT	\$ 6.30 per sq ft

ROBBCO INC.  
  
By James C. Reshut  
President 2/15/13



Wayne Asphalt and Construction Co., Inc.

6600 Ardmore Ave. • Fort Wayne, Indiana 46809 • Telephone (260) 747-7531

REPAIRS TO ASPHALT CUTS MADE BY THE UTILITIES

Secondary Street Repair = 10 Inch patch depth

1 to 50 sq ft areas.....\$ 12.00 / sq ft.

51 to 100 sq ft areas.....\$ 9.00 / sq ft.

101 sq ft and larger areas.....\$ 8.00 / sq ft.

Primary Street Repair = 12 inch patch depth

1 to 50 sq ft areas.....\$ 14.00 / sq ft.

51 to 100 sq ft areas.....\$ 12.00 / sq ft.

101 sq ft and larger areas.....\$ 10.00 / sq ft.

February 28, 2013

*Todd K. Guthrie*

Todd K. Guthrie, Vice President



ASPHALT CUTS

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBB Goals, and other documentation, if requested.

**Award**

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest rates per Sq Ft price quote; based on 50 sq ft or less, 51 to 100 sq ft, 101 sq ft or larger
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel:
4. In cases where bids are equal, the contractors will be rotated.

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary to complete work based on Square ft of repair at the price indicated in their quote, hereto and made a part hereof.

	50 SqFt & smaller	\$38.00/sqft
Bercot, Inc.	51 SqFt to 100SqFt	\$24.00/sqft
	101 SqFt or larger	\$20.00/sqft


Contractor's Name

6015 Huguenard Road, Fort Wayne, IN 46818

Contractor's Address

James E. Bercot, Vice-President

Contractor Name's/Title (please print)

  
 Contractor's Signature

March 6, 2013

(Date)

Contractor to complete below Exhibits:

**EXHIBIT A – CONTRACTOR CONTACT INFORMATION**

Authorized Contact	Cell Phone	Work Phone	Home Phone	Emergency Contact Number
James Bercot	750-5129	489-4561	459-6214	348-4542

Public Hearing Date, if applicable

Read the first time in full and on motion by Councilman *John Shoaff*,  
Read the second time by title and referred to the *City Utilities*  
Committee. Read the third time in full and on motion by Councilman  
*Siora C*, placed on passage by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BENDER	✓			
CRAWFORD	✓			
DIDIER	✓			
HARPER	✓			
HINES	✓			
JEHL	✓			
PADDOCK	✓			
SHOAFF	✓			
SMITH	✓			

DATED:

5-14-13

*Sandra E. Kennedy*  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE  
(RECOGNITION) NO. *S-37-13* on the *14<sup>th</sup>* day of  
*May*, 2013

ATTEST:  
*Sandra E. Kennedy*  
SANDRA E. KENNEDY,  
CITY CLERK

*Thomas F. Didier*  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the *15<sup>th</sup>* day  
of *May*, 2013, at the hour of *two* o'clock *PM*. E.S.T.

*Sandra E. Kennedy*  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this *15<sup>th</sup>* day of *MAY*  
2013, at the hour of *4:00* o'clock *PM*. E.S.T.

*Thomas C. Henry*  
THOMAS C. HENRY, MAYOR

BILL NO. S-13-04-16

# REPORT OF THE COMMITTEE ON CITY UTILITIES

MAY 7, 2013

JOHN SHOAFF – CHAIR  
MITCH HARPER – CO-CHAIR  
ALL COUNCIL MEMBERS

AN ORDINANCE approving Contract for City Utilities Annual On-Call Emergency Construction Services between ROBECO and the City of Fort Wayne, Indiana, in connection with the Board of Public Works. HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*John Shoaff*  
*Mitch Harper*  
*Thomas F. Anderson*  
*John*  
*John*  
*John*  
*John*  
*John*

SANDRA E. KENNEDY  
CITY CLERK

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**BILL NO. S-13-04-16**

SPECIAL ORDINANCE NO. S- 37-13

AN ORDINANCE approving CONTRACT FOR CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES between ROBBCO and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

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

**SECTION 1.** That the CONTRACT FOR CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES by and between ROBBCO 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 City Utilities 2013 on-call emergency construction services for restoration/repairs to asphalt cuts made by Water Maintenance & Service

involving a total cost of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS - (\$250,000 00) A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

  
Council Member

APPROVED AS TO FORM AND LEGALITY

  
Carol Helton, City Attorney