

3 AN ORDINANCE approving CONSTRUCTION CONTRACT -  
4 2020 ANNUAL ON-CALL EMERGENCY CONSTRUCTION  
5 SERVICES - \$405,000.00 between ROBBCO, INC. and the City of  
6 Fort Wayne, Indiana, in connection with the Board of Public Works.

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

9 **SECTION 1.** That the CONSTRUCTION CONTRACT - 2020 ANNUAL ON-CALL  
10 EMERGENCY CONSTRUCTION SERVICES by and between ROBBCO, INC. and the City of Fort  
11 Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and  
12 approved in all respects, respectfully for:

13 All labor, insurance, material, equipment, tools, power, transportation,  
14 miscellaneous equipment, etc., necessary for 2020 Annual On-Call  
15 Emergency Construction Services;

16 involving a total cost of not to exceed FOUR HUNDRED FIVE THOUSAND AND 00/100 DOLLARS  
17 - (\$405,000.00). A copy of said Contract is on file with the Office of the City Clerk and made  
18 available for public inspection, according to law.

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

21   
22 Council Member

23 APPROVED AS TO FORM AND LEGALITY

24   
25 Carol Helton, City Attorney

26  
27  
28  
29  
30


CU 1.21.2020

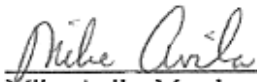
Approval of Service Agreement between the City of Fort Wayne Utilities and Robbco for Annual On-Call Emergency Construction Services for 2020. Compensation for services performed shall not exceed \$405,000.00.

City of Fort Wayne  
Board of Public Works

Date: 1.21.2020

  
Shan Gunawardena, Chair

  
Kumar Menon, Member

  
Mike Avila, Member

Attest:   
Michelle 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 200 East Berry St., Suite #140	
TELEPHONE (260) 747-2769	FAX	CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
REMIT TO ADDRESS		ATTENTION John Clark	
CITY, STATE, ZIP CODE		TELEPHONE (260) 427-2698	FAX

Service Description	Rates
<b>2020 Annual On-Call Emergency Construction Services</b>	
Aggregate Price	\$405,000.00

AGREEMENT START DATE <b>1/1/2020</b>
AGREEMENT END DATE <b>12/31/2020</b>

This Agreement is entered into between Supplier and City Utilities as of January 1, 2020. 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: 1/21/2020
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 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 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 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.** City and Supplier are and shall remain as 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., so as 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 sustained 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, real or personal, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion 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 suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving 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 damage actually incurred. Absent 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 damage 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 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  
 1 East Main Street, Box 550  
 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 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, 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. **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 1996 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. **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.
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 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.
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 restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, 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 receipts 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 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.
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 will 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, age, 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 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 party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of its provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

BIDDER NAME RABBIT, INC

PROJECT # 6563275

PROJECT NAME EAST WING UTILITIES

ASPHALT + PAVED AREA REPAIR

BOARD OF PUBLIC WORKS

CITY OF WASHINGTON

200 EAST BERRY, SUITE 210

BETHESDA, MD 20814

# 106-12-3-19-1

Contractor's Name

ROBBIO EDC.

Contractor's Address

P.O. Box 9302 Ft Wayne IN 46899

Contractor Name's/Title (please print)

Alfred Chambers / Vice President

Contractor's Signature

*Alfred Chambers*

(Date) 12-4-2019

Contractor to complete below information:

**CONTRACTOR CONTACT INFORMATION**

Authorized Contact	Cell Phone	Work Phone	Home Phone	Emergency Contact Number
CHARLES CRASNIK	260/615-4401	260/747-2769		
Alfred Chambers	260-410-6170	SAME		

**ATTACHMENTS:**

- Bid Form
- City of Fort Wayne Services Agreement
- Transportation Engineering Pavement Patch Details

CITY UTILITIES ANNUAL ON-CALL ASPHALT PAVEMENT PATCHING AND PARKSTRIP RESTORATION SERVICES - 2020

City of Fort Wayne - City Utilities

BIDFORM

Item No.	Items	Unit Price per Square Foot (\$/SF)
1	Asphalt Pavement Patch - Aerial/Collector - 50 SF or less	8.75
2	Asphalt Pavement Patch - Aerial/Collector - 51 SF to 100 SF	8.15
3	Asphalt Pavement Patch - Aerial/Collector - 101 SF and larger	8.00
4	Asphalt Pavement Patch - Local/Residential - 50 SF or less	8.15
5	Asphalt Pavement Patch - Local/Residential - 51 SF to 100 SF	7.82
6	Asphalt Pavement Patch - Local/Residential - 101 SF and larger	7.44
7	Mulched Seeding - Parkstrip Restoration - 50 SF or less	2.75
8	Mulched Seeding - Parkstrip Restoration - 51 SF to 100 SF	2.50
9	Mulched Seeding - Parkstrip Restoration - 101 SF and larger	2.25

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

Fort Wayne City Utilities  
Asphalt Cut Repair Services  
Res #106-12-3-19-1

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 include 25 sq. ft., 50 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, 2020 through December 31, 2020**, 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 15, 2019 from 1:00 pm to 2:00 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, Citizens Square, 200 E. Berry, Suite 210, Fort Wayne, Indiana 46802 no later than 10:00 am, December 5, 2019.

Contractors will be notified of making the list by **December 31, 2019.**

Bid Documents for this project may be examined online: <http://bidding.cityoffortwayne.org/city.php> or downloaded at: [www.questcdn.com](http://www.questcdn.com). To be a valid bidder, bid documents must be downloaded at [www.questcdn.com](http://www.questcdn.com) and addendums acknowledged.

The QuestCDN eBidDoc Number for this project is: **6563275.**

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-Voudran, Clerk**

**Publish: October 24, 2019 & October 31, 2019 in the Journal Gazette.**

CITY OF FORT WAYNE, INDIANA

Robbio Inc.  
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTEREST;
3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: GEORGE HINES JR. Name: \_\_\_\_\_  
Address: PO Box 9302 Address: \_\_\_\_\_

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship  stock   
partnership interest  units (LLC)   
other (explain) \_\_\_\_\_

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):  
ownership interest:

Name: \_\_\_\_\_ 100 %

Name: \_\_\_\_\_ %

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes \_\_\_\_\_ No

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

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c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes \_\_\_\_\_ No

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

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Name / Position / Payment Terms:

---

Name / Position / Payment Terms:

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d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: \_\_\_\_\_

Company / Name / Payment Terms: \_\_\_\_\_

#### Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Robbco INC.  
 (Name of Vendor) Po Box 9302  
 Address (260) 410-6176  
 Telephone SChambons 1964 @ Yahoo.com  
 E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) George L. Jones Title President  
 Signature George Jones Date 1-2-2020

**NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.**

Interoffice Memo

Date: January 21, 2020  
To: Common Council Members  
From: John Clark, City Utilities Deputy Director Utility Operations  
**RE: Annual On-Call Emergency Construction Services**

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

Compensation for services performed shall be \$405,000.00 for 2020.

CC: BOW  
Kumar Menon  
Diane Brown  
Chrono  
File

T-E INCORPORATED

BID FOR: ASPHALT CUT REPAIR SERVICES

DUE: DEC 5, 2019 @ 11:30 AM

#106-12-3-19-1

BOARD OF PUBLIC WORKS  
200 E BERRY, SUITE 210  
FORT WAYNE, IN 46802

12-04-19 10:11:27

CITY UTILITIES ANNUAL ON-CALL ASPHALT PAVEMENT PATCHING AND PARKSTRIP RESTORATION SERVICES - 2020

City of Fort Wayne - City Utilities

BIDFORM

T-E INCORPORATED

Item No.	Item	Unit Price per Square Foot (SF)
1	Asphalt Pavement Patch - Aerial/Collector - 50 SF or less	\$55.00 / SF
2	Asphalt Pavement Patch - Aerial/Collector - 51 SF to 100 SF	\$24.00 / SF
3	Asphalt Pavement Patch - Aerial/Collector - 101 SF and larger	\$15.00 / SF
4	Asphalt Pavement Patch - Local/Residential - 50 SF or less	\$55.00 / SF
5	Asphalt Pavement Patch - Local/Residential - 51 SF to 100 SF	\$21.00 / SF
6	Asphalt Pavement Patch - Local/Residential - 101 SF and larger	\$13.00 / SF
7	Mulched Seeding - Parkstrip Restoration - 50 SF or less	\$20.00 / SF
8	Mulched Seeding - Parkstrip Restoration - 51 SF to 100 SF	\$10.00 / SF
9	Mulched Seeding - Parkstrip Restoration - 101 SF and larger	\$6.00 / SF

Contractor's Name

T-E INCORPORATED

Contractor's Address

8620 Bluffton Road

Contractor Name's/Title (please print)

Bill Skidmore - Project Manager

Contractor's Signature

*Bill Skidmore*

(Date)

12/4/19

**Contractor to complete below Information:**

**CONTRACTOR CONTACT INFORMATION**

<u>Authorized Contact</u>	<u>Cell Phone</u>	<u>Work Phone</u>	<u>Home Phone</u>	<u>Emergency Contact Number</u>
Bill Skidmore	260-437-9569	260-489-5541	260-437-9569	260-437-9569
Justin Swing	260-760-0567	260-489-5541	260-432-2244	260-760-0567
Jeff Geller	260-417-1258	260-489-5541	260-417-1258	260-417-1258

**ATTACHMENTS:**

- **Bid Form**
- **City of Fort Wayne Services Agreement**
- **Transportation Engineering Pavement Patch Details**



SERVICE AGREEMENT: \_\_\_\_\_

SUPPLIER NAME T-E INCORPORATED		CITY DEPARTMENT	
STREET ADDRESS 8620 Bluffton Rd		STREET ADDRESS	
CITY, STATE, ZIP CODE Fort Wayne, IN 46809		CITY, STATE, ZIP CODE	
ATTENTION Bill Skidmore		INVOICE ADDRESS	
TELEPHONE 260-489-5541	FAX 260-489-3174	CITY, STATE, ZIP CODE	
REMIT-TO ADDRESS Same as above		ATTENTION	
CITY, STATE, ZIP CODE		TELEPHONE	FAX

Service Description	Rates
<b>Aggregate Price</b>	

The following is made a part of this Agreement:

SERVICE ADDRESS
CITY, STATE, ZIP CODE
AGREEMENT START DATE
AGREEMENT END DATE

This Agreement is entered into between Supplier and the City. 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:

City of Fort Wayne

By (Signature): <i>Bill Skidmore</i>	By (Signature):
Printed Name: Bill Skidmore	Printed Name:
Title: Project Manager	Title:
Date: 12/4/19	Date:
FEDERAL TAX ID NUMBER: 35-1954881	



Wayne Asphalt and Construction Co., Inc.  
6600 Ardmore Ave., Fort Wayne, Indiana 46809

Board of Public Works  
200 E. Bary, Ste 210  
Fort Wayne, IN 46802



#106-12-3-17-1

Bid Enclosed: Fort Wayne City Utilities  
Asphalt Cut Repair Services  
Res #106-12-3-17-1

Bid Due Date: 12-5-17  
1130 am

**CITY UTILITIES ANNUAL ON-CALL ASPHALT PAVEMENT PATCHING AND PARKSTRIP  
RESTORATION SERVICES - 2020**

**REQUEST FOR PROPOSALS (RFP)**

**Scope of Work:**

Fort Wayne City Utilities (the "Utility") is requesting proposals for on-call pavement patching and restoration to asphalt street excavation cuts and right-of-way park strip excavations made by the Utility in the repair of water distribution and sewer and stormwater collection system infrastructure. Such repairs may include, without limitation, (i) sawing the original cut, (ii) excavating and disposal of existing pavement, earth or temporary cold patch and fill, (iii) adding and compacting new backfill, asphalt binder and asphalt surface, and (iv) mulched seeding as necessary to bring the repair area back to specification and proper level. Proper level is generally determined to be a minimal level differential between the repaired cut area and the existing surrounding surface perimeter of the cut so a differential does not cause issues with traffic.

All repairs are to be made to the City of Fort Wayne ("CITY") Transportation Engineering Standards. Standard details for arterial/collector street full depth asphalt patches and local/residential street asphalt full depth pavement are attached.

Term of agreement: January 1, 2020 through December 31, 2020, on an "as needed" basis.

**Contractor Responsibilities:**

The contractor shall furnish equipment and materials as necessary to complete the asphalt or park strip repairs as assigned by Utility Maintenance staff or Utility Engineering. One or more pieces of fully operable equipment, as deemed necessary by the Utility, may be needed for the work to be performed. For purposes of this paragraph, "fully operable equipment" means the contractor must furnish the equipment and all applicable insurance, the operator for the equipment, fuel/oil, and any necessary maintenance. Equipment shall meet all requirements necessary for safe and efficient operation, as determined by Utility personnel.

In emergency situations needing immediate attention and work, requests for locates may be called into Indiana Underground Plant Protection (IUPPS) by the Water Maintenance & Service or Water Pollution Control Maintenance Department prior to calling 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 underground facilities. The contractor shall not commence excavation until all utilities have located their facilities. Once the facilities have been located, the contractor must perform the excavation in accordance with IC 8-1-26 and any other applicable law. 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 the Utility's Standards and Specifications and Transportation 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 and grass seeding installation and repair techniques. All operators shall be properly licensed.

The contractor shall indemnify and hold harmless the CITY and the Utility, including their respective 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 its 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 located at 6202 Lake Avenue, Fort Wayne, IN 46815 for materials that were removed from cuts that occurred after normal working hours. If access to the Biosolids facility is not available, 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 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 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 CITY 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 or Utility personnel, 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.

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.

**Work Assigned and Payment**

The Utility will assign asphalt cut or park strip repairs to the contractor as they occur or are identified. Assignment will be delivered to the contractor by email. The Utility or Transportation Engineering staff will coordinate with the contractor when the contractor is preparing to perform the work on each cut area to "field paint" on the pavement or surface the perimeter outline of actual arc that must be patched or repaired.

Payment will be based on the actual square footage performed by the Contractor using the Contractor's applicable unit price for the type of asphalt pavement patch or park strip area restoration performed. Payment is subject to a satisfactory 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 the Utility's Water Maintenance & Service Department, at 415 E. Wallace St., Fort Wayne, IN 46803.

**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. The CITY's standard Service Agreement and Terms and Conditions are attached and will serve as the Agreement for this work, along with the Contractors RFP response.

### Contract 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. Rates per square foot for each item as shown on attached bid form. For purposes of evaluation and determination of award ONLY, the following estimated quantities will be used for evaluation of Contractor's overall proposal.

Item No.	Item	ESTIMATED Quantity (SF)
1	Asphalt Pavement Patch - Aerial/Collector - 50 SF or less	300
2	Asphalt Pavement Patch - Aerial/Collector - 51 SF to 100 SF	2,000
3	Asphalt Pavement Patch - Aerial/Collector - 101 SF and larger	5,000
4	Asphalt Pavement Patch - Local/Residential - 50 SF or less	1,000
5	Asphalt Pavement Patch - Local/Residential - 51 SF to 100 SF	8,000
6	Asphalt Pavement Patch - Local/Residential - 101 SF and larger	35,000
7	Mulched Seeding - Parkstrip Restoration - 50 SF or less	800
8	Mulched Seeding - Parkstrip Restoration - 51 SF to 100 SF	1,000
9	Mulched Seeding - Parkstrip Restoration - 101 SF and larger	5,000

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:

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 submitted proposal, hereto and made a part hereof.

After reviewing the Contractor's submitted proposal unit prices per square foot, the initial Service Agreement value will be determined by Utility Management and discussed with the selected Contractor prior to execution and approval of the Services Agreement.

Contractor's Name

Wayne Asphalt & Const. Co. Inc  
Contractor's Address

6600 Ardmore Ave. Fort Wayne, IN 46809  
Contractor Name's/Title (please print)

Todd K. Guthrie / Vice President  
Contractor's Signature

Todd K. Guthrie  
(Date) Nov. 20, 2019

Contractor to complete below information:

**CONTRACTOR CONTACT INFORMATION**

<u>Authorized Contact</u>	<u>Cell Phone</u>	<u>Work Phone</u>	<u>Home Phone</u>	<u>Emergency Contact Number</u>
Todd Guthrie	609-811	747-7531	609-811	609-811
Jeff Walters	609-2829	747-7531	609-2829	609-2829

**ATTACHMENTS:**

- Bid Form
- City of Fort Wayne Services Agreement
- Transportation Engineering Pavement Patch Details

## CITY UTILITIES ANNUAL ON-CALL ASPHALT PAVEMENT PATCHING AND PARKSTRIP RESTORATION SERVICES - 2020

City of Fort Wayne - City Utilities

## BIDFORM

Item No.	Item	Unit Price per Square Foot (SF)
1	Asphalt Pavement Patch - Aerial/Collector - 50 SF or less	60.00
2	Asphalt Pavement Patch - Aerial/Collector - 51 SF to 100 SF	50.00
3	Asphalt Pavement Patch - Aerial/Collector - 101 SF and larger	40.00
4	Asphalt Pavement Patch - Local/Residential - 50 SF or less	45.00
5	Asphalt Pavement Patch - Local/Residential - 51 SF to 100 SF	35.00
6	Asphalt Pavement Patch - Local/Residential - 101 SF and larger	25.00
7	Mulched Seeding - Parkstrip Restoration - 50 SF or less	4.00
8	Mulched Seeding - Parkstrip Restoration - 51 SF to 100 SF	3.00
9	Mulched Seeding - Parkstrip Restoration - 101 SF and larger	3.00



SERVICE AGREEMENT: \_\_\_\_\_

SUPPLIER NAME <i>Wayne Asphalt &amp; Concrete Inc</i>		CITY DEPARTMENT	
STREET ADDRESS <i>6600 Ardmore Ave.</i>		STREET ADDRESS	
CITY, STATE, ZIP CODE <i>Ft. Wayne, IN 46809</i>		CITY, STATE, ZIP CODE	
ATTENTION <i>Todd Guthrie</i>		INVOICE ADDRESS	
TELEPHONE <i>747-7531</i>	FAX <i>747-0630</i>	CITY, STATE, ZIP CODE	
REMIT-TO ADDRESS <i>6600 Ardmore</i>		ATTENTION	
CITY, STATE, ZIP CODE <i>Fort Wayne, IN 46809</i>		TELEPHONE	FAX

Service Description	Rates
<i>Asphalt Cut Repair Services</i>	<i>per quote</i>
Aggregate Price	

The following is made a part of this Agreement:

SERVICE ADDRESS
CITY, STATE, ZIP CODE
AGREEMENT START DATE
AGREEMENT END DATE

This Agreement is entered into between Supplier and the City. 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:	City of Fort Wayne
By (Signature): <i>Todd K. Guthrie</i>	By (Signature):
Printed Name: <i>Todd K. Guthrie</i>	Printed Name:
Title: <i>Vice President</i>	Title:
Date: <i>Nov. 19, 2019</i>	Date:
FEDERAL TAX ID NUMBER: <i>35-1016737</i>	

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 suitably safe and sufficient for the purposes 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 itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within forty-five (45) 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 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.** City and Supplier are and shall remain as 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., so as 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 sustained 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 portion 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 suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving 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 damage actually incurred. Absent 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 damage 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	\$1,000,000 minimum per occurrence/ \$2,000,000 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 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 400  
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 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, 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 right 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 agrees 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 pertaining to equal opportunity, Section 505 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 to terminate this Agreement, in addition to its other rights and remedies, by written notice to Supplier or 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.
  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 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 the modification or discharge is sought. The paragraph headings set 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.

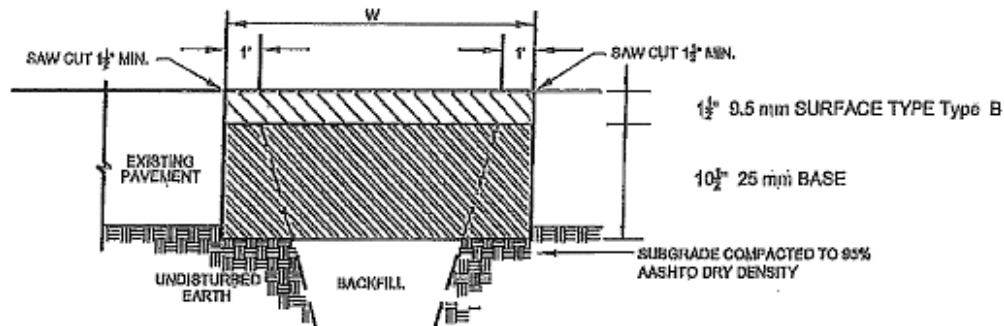


TRANSPORTATION  
ENGINEERING  
STANDARD DETAILS

# ARTERIAL / COLLECTOR FULL DEPTH PAVEMENT PATCH

## FULL DEPTH PAVEMENT OPTION

NOT TO SCALE



NOTES

1. IF EXISTING PAVEMENT IS THICKER THAN 12", AN ADDITIONAL LIFT OF HMA BASE, 25 mm IS TO BE USED TO MATCH THE EXISTING PAVEMENT THICKNESS.
1. SAW CUTS SHALL PROVIDE A VERTICAL, NEAT, AND UNIFORM EDGE.
2. ALL MATERIALS SHALL COMPLY WITH SPECIFICATIONS AS REQUIRED BY THE FORT WAYNE TRANSPORTATION ENGINEERING DEPARTMENT.
3. THE EXISTING VERTICAL EDGE OF PAVEMENT IS TO BE TACK COATED PRIOR TO THE PLACEMENT OF NEW ASPHALT. TACK COAT IS TO BE APPLIED BETWEEN COURSES OF NEW ASPHALT PAVEMENT AS REQUIRED BY THE FORT WAYNE TRANSPORTATION ENGINEERING DEPARTMENT.
4. THE NEW SURFACE PAVEMENT GRADE SHALL MATCH THE EXISTING SURFACE PAVEMENT GRADE.
5. ASPHALT BASE DEPTH SHALL BE COMPACTED IN LIFTS NO GREATER THAN 6".
6. REPLACE ALL APPROPRIATE PAVEMENT MARKINGS.
7. WHEN THE PATCH EXCEEDS A LENGTH OF 30' OR WHEN THE PATCH EXCEEDS A WIDTH OF 6', LANE-WIDE MILLING WILL BE REQUIRED TO THE DEPTH OF THE SURFACE OVERLAY.

DATE: 4/28/16

NOT TO SCALE

APPROVED BY: M.T. SHEET NO: SECTIONS

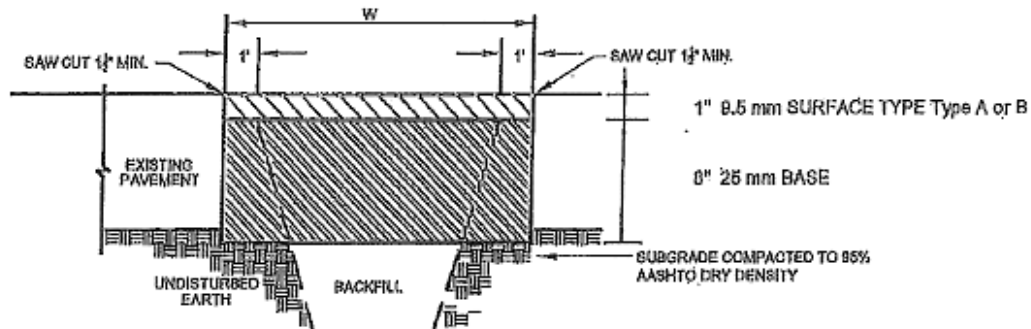


TRANSPORTATION  
ENGINEERING  
STANDARD DETAILS

## LOCAL / RESIDENTIAL FULL DEPTH PAVEMENT PATCH

### FULL DEPTH PAVEMENT OPTION

NOT TO SCALE



#### NOTES

\* IF EXISTING PAVEMENT IS THICKER THAN 8", AN ADDITIONAL LIFT OF HMA BASE, 25 mm IS TO BE USED TO MATCH THE EXISTING PAVEMENT THICKNESS.

1. SAW CUTS SHALL PROVIDE A VERTICAL, NEAT, AND UNIFORM EDGE.
2. ALL MATERIALS SHALL COMPLY WITH SPECIFICATIONS AS REQUIRED BY THE FORT WAYNE TRANSPORTATION ENGINEERING DEPARTMENT.
3. THE EXISTING VERTICAL EDGE OF PAVEMENT IS TO BE TACK COATED PRIOR TO THE PLACEMENT OF NEW ASPHALT. TACK COAT IS TO BE APPLIED BETWEEN COURSES OF NEW ASPHALT PAVEMENT AS REQUIRED BY THE FORT WAYNE TRANSPORTATION ENGINEERING DEPARTMENT.
4. THE NEW SURFACE PAVEMENT GRADE SHALL MATCH THE EXISTING SURFACE PAVEMENT GRADE.
5. ASPHALT BASE DEPTH SHALL BE COMPACTED IN LIFTS NO GREATER THAN 4".
6. REPLACE ALL APPROPRIATE PAVEMENT MARKINGS.

DATE: 9/17/15

NOT TO SCALE

APPROVED BY: M.T.

SHEET NO: SECTIONS

**BILL NO. S-20-01-23**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**February 4, 2020**

***Russ Jehl Chair***

***Geoff Paddock Co-Chair***

***All Council Members***

An Ordinance approving Construction Contract - 2020 Annual On-Call Emergency Construction Services- between Robbco, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

*Involving a total cost of \$405,000.00*

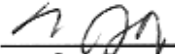


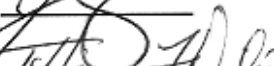

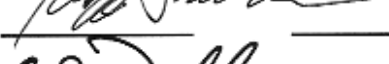
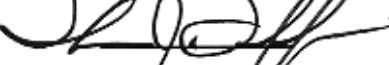


**COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

DO PASS

DO NOT PASS

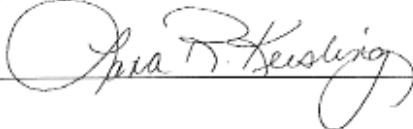
ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
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	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____

**LANA R. KEESLING**

**CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Jehl.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Jehl, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: February 11, 2020

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-20-01-23 on the 11th day of February, 2020

ATTEST:

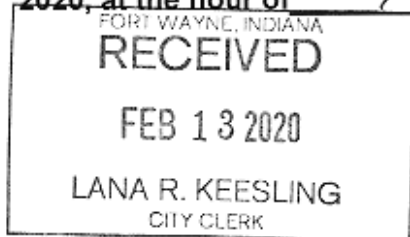
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th of February 2020, at the hour of 9:40 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13<sup>th</sup> day of FEBRUARY 2020, at the hour of 1:00 o'clock PM E.S.T.



  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR