

AN ORDINANCE approving AGREEMENT FOR BIOSOLIDS PROCESSING, HANDLING, and OPERATIONS SERVICES between FOX CONTRACTORS CORPORATION and the City of Fort Wayne, Indiana in connection with the Board of Public Works.

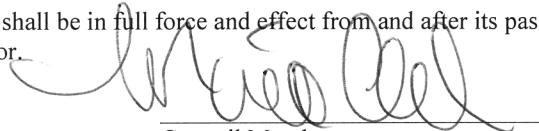
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the AGREEMENT FOR BIOSOLIDS PROCESSING, HANDLING, and OPERATIONS SERVICES between FOX CONTRACTORS CORPORATION and the City of Fort Wayne, Indiana in connection with the Board of Public Works, is hereby ratified, affirmed, and approved in all respects, respectfully for:

Labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for management of the Fort Wayne Biosolids Handling Facility located at 6202 Lake Avenue, Fort Wayne, IN 46815, including biosolids processing, handling, and operations services.

The term of the contract is ten (10) years with one renewal option for five (5) years. The contract involves an annual cost of EIGHT HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-NINE and 00/100 DOLLARS (\$888,389.00) in the first year, together with the stipulated allowance, and is subject to adjustment based on the CPI in each year thereafter up to a maximum of 3.5% per year. 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

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AGREEMENT
FOR
BIOSOLIDS PROCESSING, HANDLING, AND OPERATIONS SERVICES
BETWEEN
THE CITY OF FORT WAYNE, INDIANA
DOING BUSINESS AS FORT WAYNE CITY UTILITIES
AND
FOX CONTRACTORS CORPORATION

Period: January 1, 2023, to December 31, 2032

SECTION I: AGREEMENT CONDITIONS

This AGREEMENT FOR BIOSOLIDS PROCESSING, HANDLING, AND OPERATIONS SERVICES (“**Agreement**”) is made and effective this 1st day of January 2023 (“**Effective Date**”) by and between the City of Fort Wayne, Indiana, a political subdivision of the State of Indiana doing business as Fort Wayne City Utilities (hereinafter referred to as the “**Utility**”) and Fox Contractors Corporation (hereinafter referred to as “**Contractor**”). The Utility and Contractor are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

The Utility and Contractor, for the consideration stated herein, agree as follows:

1. AGREEMENT TERM AND TERMINATION

1.1 Term

The initial term of this Agreement will be for a period of ten (10) years beginning January 1, 2023 and ending December 31, 2032 (“**Initial Term**”). Upon expiration of the Initial Term, this Agreement may be extended for one (1) renewal term of five (5) years, commencing January 1, 2033, and ending December 31, 2037 (“**Renewal Term**”). If the Parties desire to extend this Agreement for the Renewal Term, then at least sixty (60) days prior to expiration of the Initial Term, the Parties shall review the expenses, proceeds, and general economics of the Agreement and negotiate any appropriate adjustments to take effect for the Renewal Term. If the Parties are unable to agree on such adjustments, then the Agreement shall terminate upon expiration of the Initial Term.

Notwithstanding the foregoing, this Agreement may be terminated by either Party prior to expiration of the Initial Term or the Renewal Term, as the case may be, in accordance with Section I, paragraph 4.12 hereof.

1.2 Required Approvals

This Agreement, although executed on behalf of the Utility by the Mayor and the Board of Public Works for the City of Fort Wayne, Indiana, shall not be binding upon the Utility unless and until it has been ratified by the Common Council of the City of Fort Wayne (“**Common Council**”).

2. DESCRIPTION OF SERVICES

For and in consideration of the compensation to be received by Contractor under this Agreement, Contractor agrees to manage the Biosolids Handling Facility (defined below), which is owned by the Utility. Contractor’s duties are defined in Section II: Base Scope of Services and shall include, without limitation, processing, handling, and operations services at the Biosolids Handling Facility (hereinafter the “**Services**”). Contractor shall also perform special projects that arise from time to time. Contractor shall receive a Base Fee (defined below) for its Services under this Agreement and additional incentives and compensation for special projects on a time and materials (T&M) basis. It is expressly understood and agreed that the Base Fee paid to Contractor includes processing of all incoming leaves, grit, bulk rough mulch, biosolids, spoils push up, and lime regardless of tonnage. The Utility will be permitted to bring waste material from Utility projects, and Contractor shall process such material at no additional charge.

3. DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

“Biosolids Handling Facility” or **“BHF”** means the facility that receives and processes wastewater sludge, lime sludge, and yard waste located at 5510 Lake Avenue in Fort Wayne. The facility also receives grit, spoil and other recyclable solids as specified.

“BHF Committee” means a committee consisting of two (2) representatives appointed by Contractor and two (2) representatives appointed by the Utility which shall be responsible for major decisions concerning the Services and other activities under this Agreement and shall serve as the first line of dispute resolution between the Parties. The BHF Committee shall be governed by Section I, paragraph 4.13. of this Agreement.

“Baseline Inventory” means an inventory performed using state of the art survey techniques to reliably estimate and locate the inventory of materials at the BHF at a specific point in time. Contractor will need to track incoming and outgoing product on a monthly basis. A summary of the status of the inventory will be included in the quarterly and annual reports described in this Agreement.

“Bulk Rough Mulch” means mulch that is sold in bulk and processed by a single pass through the grinder.

“Utility Administrator” means the designee of the Director of the Utility who is tasked with overseeing Contractor’s performance of this Agreement.

“Consumer Price Index” or **“CPI”** means the Consumer Price Index for All Urban Consumers, Midwest City Size B/C, 1982-84=100 (CPI-U).

“Contract Discrepancy Report” means a written notification of deficiency in carrying out the terms of this Agreement provided by the Utility Administrator to Contractor when and as often as required.

“Contract Documents” mean this Agreement, including all exhibits and attachments hereto, and any amendments or addenda to this Agreement. In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the text of this Agreement shall control.

“Additional Maintenance and Repair Services” means those projects, in addition to the basic scope of Services, that the Contractor shall carry out on behalf of the Utility over the term of this Agreement.

“Compliant Biosolids” means biosolids received from the WPCP after anaerobic digestion where levels of metals do not exceed the limits contained in Table #3 of 40 CFR 503.13, monthly average concentration, milligrams per kilogram on a dry weight basis.

“Corrective and Minor Corrective Maintenance” means activities that correct a fault or problem, such as the repair or replacement of equipment with like kind equipment due to a failure of that equipment within its useful life. Corrective and Minor Corrective Maintenance activities do not include repairs that alter, modify or otherwise functionally change the operation of the equipment or major activities that would greatly extend or refurbish equipment significantly beyond its normal useful life as defined by GAAP.

For the purposes of the Contractor's equipment maintenance responsibilities listed in Section II, paragraph 2.8 of this Agreement, Minor Corrective Maintenance projects are those taking less than eight (8) man, hours to complete and costing less than Two Thousand and 00/100 Dollars (\$2,000.00) parts per repair and per piece of equipment. Corrective Maintenance projects taking more than eight (8) man hours and costing more than Two Thousand and 00/100 Dollars (\$2,000.00) remain the responsibility of the Utility and require pre-approval by the Utility Administrator. If more than eight (8) man hours are required

for a job, Contractor and the Utility can decide the best avenue for completion of the work, and any work performed by Contractor's employees will be billed per Contractor's rates attached hereto as Appendix B. The cost thresholds contained for Corrective and Minor Corrective Maintenance shall be adjusted on an annual basis based on the CPI as set forth in Section 2.8.2.

“Minor Repairs to Lagoons” include repairs made necessary during the routine emptying of a bed or repairs to the clay ramps going into the beds which would cost less than Five Thousand and 00/100 Dollars (\$5,000.00) based upon Contractor's standard T&M schedule, subject, however, to annual adjustments based on the CPI as set forth in Section 2.8.5.

“Notice” means any written notice to be given hereunder by either Party to the other Party, which shall be delivered by certified mail with return receipt requested. Notice to Contractor shall be sufficient if made or addressed to Fox Contractors Corporation, 5430 Ferguson Road, Fort Wayne, Indiana, 46809. Notice to the Utility shall be sufficient if made or addressed to Fort Wayne City Utilities, 200 E. Berry St., Room 270, Fort Wayne, Indiana, 46802.

“Old Lagoon System” or “Old Lagoons” refers to a site remote from the BHF, which is adjacent to the WPCP at 2601 Dwenger Avenue in Fort Wayne. The Old Lagoons served as the previous deposit site for biosolids and currently are used periodically for spoil storage.

“Preventative Maintenance” means maintenance tasks that occur on a scheduled frequency as recommended by the equipment manufacturer and required by the Utility's Fleet Management Department; provided, however, Contractor may perform preventive maintenance more frequently at Contractor's discretion.

“Project Manager” means the designated representative of Contractor who will work with the Utility Administrator and have full authority to act for Contractor on all matters relating to the daily administration of the Agreement and all workforce placement.

“Spoil” is a mixture of clay, concrete, asphalt, gravel, soil and broken pipe that is generated during the construction, repair or replacement of water, sewer or storm lines and/or repair of streets.

“Surety” means the party who is bound with and for Contractor to ensure the payment of all obligations and lawful debts pertaining to and for this Agreement.

“Three Rivers Water Filtration Plant” or “FLP” is the Utility's water treatment plant located at 1100 Griswold Drive in Fort Wayne. The FLP produces lime sludge that is processed by the BHF.

“Water Pollution Control Plant” or “WPCP” is the Utility's wastewater treatment plant located at 2601 Dwenger Avenue in Fort Wayne. The WPCP produces anaerobically digested sludge that is processed by the BHF.

4. CONTRACTOR'S RELATIONSHIP TO THE UTILITY

4.1 Contractor as Independent Contractor

It is expressly agreed and understood that Contractor is in all respects an Independent Contractor and that Contractor is in no respect an agent, servant, or employee of the Utility. This Agreement specifies the work to be performed by Contractor, but the time, manner, and method utilized to accomplish the work shall be determined by Contractor.

4.2 Subcontracting

Contractor may subcontract Services to be performed hereunder upon prior written approval by the Utility. Contractor shall consult periodically with the Utility Administrator on any subcontracted vendor's performance relating to quality, cost, and deliverability. Such consultation shall not be construed as making the Utility a party of or to such subcontract, nor shall approval be construed as subjecting the Utility to liability of any kind whatsoever with respect to any subcontractor. No subcontract shall, under any circumstances, relieve Contractor of its liability and obligations under this Agreement. The Utility will deal only with Contractor; subcontractors will be dealt with as workmen and representatives of Contractor.

The Utility encourages Contractor to solicit participation from Minority Business Enterprises in providing supplies and/or services to the Utility.

4.3 The Utility Representative

Unless otherwise provided in this Agreement, the Utility authorizes the Utility Administrator to act as its representative in all matters relating to this Agreement and/or Services being performed hereunder. The Utility Administrator shall decide all questions that may arise as to the quantity, character, and quality of Services performed or to be performed pursuant to this Agreement.

4.4 Inspection of Work

Contractor shall furnish the Utility Administrator with every reasonable opportunity to determine whether Contractor's work is performed in accordance with the requirements of this Agreement. The Utility may appoint qualified persons to inspect Contractor's operations and equipment, and Contractor shall permit such representative(s) to make the inspections at a reasonable time and place.

4.5 Employees

4.5.1 Retained Utility Employment

The employees of the Utility currently staffing the BHF shall remain Utility employees. These employees shall work under the direction of Contractor's Project Manager in order to fulfill the scope of Services included in this Agreement.

4.5.2 Staffing Mix

The number of Utility-provided staff and Contractor staff needed to ensure the efficient operation of the BHF shall be determined by the BHF Committee, and the Parties agree to make use of Utility interns where appropriate. Contractor recognizes that the Utility is an open shop employer and membership in a labor organization shall not be a condition of employment for any Utility employee at the BHF.

4.5.3 Overtime

Utility employees staffing the BHF shall have the first right of refusal for any overtime work at the BHF that is required to meet the scope of Services of this Agreement. However, utility job continuation policies shall apply to both Contractor and Utility employees to improve overall efficiency.

4.6 Equipment

All Utility-owned equipment at the BHF shall remain the property of the Utility. Equipment provided by Contractor and used in the completion of the Services shall remain Contractor's throughout the term and upon termination of this Agreement. Each entity is responsible for providing adequate insurance for its own equipment.

The Utility will continue to provide the equipment as previously agreed by Utility and Contractor. If Utility-supplied equipment is out of service for more than ten (10) days, the Utility will rent equipment to replace the equipment that is out of service if required to meet production goals.

Contractor shall provide all additional equipment necessary to perform the Services outlined in this Agreement. To the extent this equipment is used to fulfill the terms of the scope of Services included in this Agreement, there shall be no additional charge to the Utility for its use except for equipment specifically identified as to be rented by the Utility.

4.7 Facilities

The BHF shall remain the property of the Utility. Contractor shall not use the BHF or any other Utility facilities for work unrelated to the scope of Services outlined in this Agreement or any other written agreement in force between the Utility and Contractor without the prior approval of the Utility. Contractor shall not use the facilities in a manner which would in any way conflict with any federal, state and/or local laws, statutes, ordinances, rules, orders, regulations or requirements now in force or which may hereafter be enacted or promulgated.

Contractor shall not make or allow to be made any alterations, additions, or improvements, to or upon the Utility's facilities, or any part thereof without the prior approval of the Utility. Any alterations, additions, or improvements to or upon the facilities which are applied to the real property in such a manner that removal would cause damage to said property, including, but not limited to, wall covering, paneling and built-in cabinet work, shall at once become a part of the realty and belong to the Utility. All work performed by the Contractor shall conform to applicable local building codes.

4.8 Severability

In the event that any term or portion of this Agreement is found to be illegal and/or unenforceable, such term or portion shall be deemed stricken, and the remainder of the Agreement shall remain in full force and effect.

4.9 Choice of Law/Venue

The Contract Documents shall be interpreted in accordance with Indiana law. The Parties agree to submit to jurisdiction and venue in the state or federal courts sitting in Allen County, Indiana.

4.10 Entire Agreement

The Contract Documents contain the entire agreement between the Utility and Contractor and shall supersede all prior oral and written statements or understandings of any kind made by the Parties or their representatives. Amendments to this Agreement or any of the Contract Documents must be in writing and duly executed by the Parties in accordance with Utility rules and regulations and other applicable laws and ordinances. In the event of a conflict between this Agreement and any of the other Contract Documents,

the provisions of this Agreement shall control.

4.11 Hold Harmless

Contractor shall indemnify, defend and hold harmless the Utility, its agents, servants, and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property arising out of or resulting from the acts or omissions of Contractor, its agents, servants, employees, or subcontractors in its performance of this Agreement. The Utility shall indemnify, defend and hold harmless Contractor, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of the utility, its agents, servants or employees in its performance of the Agreement during the term hereof.

4.12 Termination

4.12.1 Termination for Convenience. Notwithstanding anything to the contrary herein, this Agreement may be terminated by either Party for any reason or no reason upon sixty (60) days prior written notice to the other Party. In the event the Agreement is terminated prior to expiration of the Initial Term or the Renewal Term, the Utility and Contractor will review the receipts and expenses incurred as of the date of termination and Contractor shall be entitled to receive a payment equal to five percent (5%) of its actual expenses incurred since the preceding payment from the Utility as Contractor's profit for the applicable period (excluding special projects such as re-lining lagoons, etc.) (the "**Early Termination Fee**"). The Early Termination Fee shall be payable by the Utility to Contractor within sixty (60) days of the date of termination. Upon payment of the Early Termination Fee, the Parties shall be relieved of any further obligations under this Agreement except for obligations related to indemnification, which shall survive termination of this Agreement.

4.12.2 Termination or Renegotiation Due to Permit Changes. If the Utility's permit requirements change during the Initial Term or any Renewal Term of this Agreement, the Parties shall jointly evaluate whether it is economically feasible to continue to operate the BHF in accordance with the terms of this Agreement while still meeting the new permit requirements. If either Party believes that changes to this Agreement are necessary to enable the BHF to operate in an economically feasible manner in light of the new permit requirements, the Parties shall work together in good faith to modify the terms of this Agreement as needed to address the new permit requirements. If the Parties cannot agree regarding changes needed to address the new permit requirements, then either Party may terminate this Agreement upon thirty (30) days notice to the other Party. If this Agreement is terminated pursuant to this Section 4.12.2, then Contractor shall be paid for work actually completed as of the date of termination but the Early Termination Fee provided in Section 4.12.1 shall not apply.

4.13 Major Decisions Concerning the BHF; Dispute Resolution

4.13.1 Management and Decision Making

Contractor shall manage the day-to-day operations of the BHF. However, all major decisions regarding the BHF and this Agreement will be decided by the BHF Committee. Major decisions include, without limitation, decisions involving expansion into new lines of business or termination of existing lines of business, management/disposition of inventory, pricing for new products/services, new marketing initiatives and the allocation of responsibilities related thereto, the purchase of new equipment, modification and/or improvement of BHF facilities and grounds,

setting hours of operation for members of the public, and other similar decisions beyond the day-to-day operations of the BHF. In the event of a tie between members of the BHF Committee, the tiebreaker vote shall be cast by the Director of the Utility whose decision shall be final.

4.13.2 Dispute Resolution

In the event of any dispute between the Parties regarding the enforcement or interpretation of this Agreement or the rights/obligations of either Party hereunder, the Parties will initially endeavor to resolve any such controversy, claim, or dispute through good faith discussion and negotiation between the Project Manager and the Utility Administrator.

If the Project Manager and the Utility Administrator are unable to resolve the controversy, the matter shall be submitted to the BHF Committee for resolution. In the event of a tie vote by the BHF Committee, the tie-breaker vote shall be cast by the Director of the Utility. If either Party disagrees with the determination of the Director of the Utility, the following procedures shall be followed:

1. The Party that disagrees with the determination shall send notice of disagreement and request for mediation to the other party within ten (10) days after the determination at issue;
2. Upon receipt of a timely notice as provided in Step 1, the Parties shall have thirty (30) days to mutually select an independent third-party to serve as the mediator for the determination in dispute;
3. Upon selection of a mediator, the Parties shall jointly participate in the mediation session in good faith at a time that is agreeable to both Parties and the mediator;
4. If a settlement is reached during the mediation, the settlement shall be reduced to writing and the Parties shall proceed to carry out the terms of this Agreement, subject to the terms of the settlement;
5. If a settlement is not reached during the mediation, the Party that initially disagreed with the determination of the Director of the Utility shall have thirty (30) days following the close of mediation to seek relief in a court of competent jurisdiction.

If the Party that disagrees with the determination of the Director of the Utility fails to initiate the foregoing procedures, the determination of the Director of the Utility shall be final and conclusive as to the controversy at issue.

5. PAYMENT OF EXPENSES AND COMPENSATION TO CONTRACTOR

5.1 Expenses

The Utility shall pay directly the following costs associated with operation of the BHF:

- All fuel costs
- Property taxes (if any)
- Utility costs
- Scale maintenance costs and other equipment costs in accordance with Section II, paragraphs 2.8.2 and 2.8.3 of this Agreement
- Any other costs and expenses it has historically paid for operation of the BHF

5.2 Payments to Contractor

In consideration of Contractor's performance of the Services, Contractor shall receive compensation as provided herein. A portion of the compensation to be paid to Contractor will consist of monthly payments (the "**Monthly Payments**") of Seventy-Four Thousand Thirty-Two and 42/100 Dollars (\$74,032.42) per month for the initial year of this Agreement, with the first payment occurring in February 2023. Contractor shall submit an invoice to the Utility each month for the Monthly Payment amount. The terms of payment shall be "Net 30 Days".

Each January, the Utility shall adjust the Contractor's base fee by 100% of the value of the CPI, provided that the CPI adjustment shall be made no more than once per year and shall not exceed 3.5% in any given year.

5.3 Additional Benefits to Contractor

In addition to the Monthly Payments, Contractor annually shall be permitted to retain the proceeds from the sale of 50,000 tons of lime, 30,000 tons of biosolids, and 3,000 tons of bulk rough mulch at a stipulated value of \$234,060.00 based on an average estimated price per ton of \$2.82 (the "**Base Sales Proceeds**"). If Contractor is able to command a higher price per ton than \$2.82, Contractor shall be entitled to keep the excess proceeds on sales of up to 50,000 tons of lime, 30,000 tons of biosolids, and 3,000 tons bulk rough mulch. If Contractor is not able to sell product for the estimated value of \$2.82/ton or if Contractor is not able to sell the full 50,000 tons of lime, 30,000 tons of biosolids, and 3,000 tons of bulk rough mulch, Contractor will still be deemed to have received \$234,060.00 under this Agreement and will not be entitled to additional payment from the Utility to make up any shortfall.

If sales of lime and biosolids do not reach at least 50,000 tons and 30,000 tons respectively, the Utility and Contractor will review why these quantities were not met, and the Utility may, in its sole discretion, order Contractor to cease further processing and terminate the Agreement. In such case, Contractor will be paid at a rate of \$2.82/ton for material (excluding bulk rough mulch) that has already been processed and is ready for sale after a survey measurement is completed determining the volume. Contractor shall not receive any additional compensation under the terms of this Agreement, including the Early Termination Fee provided in Section I, paragraph 4.12, unless the Utility requests additional services from Contractor.

Further, Contractor will be permitted to use the BHF as a dropping point for 25,000 tons annually of any types of biosolids material the Utility is authorized to receive under its biosolids marketing and distribution permit, number - IN LA 000313 (currently, this is limited to municipal biosolids) at no charge by the Utility, subject to approval of the material by the Utility and possible test results if the Utility, in its sole discretion, determines that testing is necessary. The Parties agree that this benefit represents a value to Contractor of \$500,000.00 at \$20.00/ton (the "**Drop Value**").

The Parties acknowledge and agree that the Monthly Payments, the Base Sales Proceeds and the Drop Value equal the total base fee set forth on Contractor's cost proposal, a copy of which is attached hereto as Appendix "A" and incorporated by reference herein (the "**Base Fee**"). In the event that a sudden and unexpected change occurs in market demand, particularly as it relates to large single time uses of biosolids, the Utility and Contractor agree to re-evaluate pricing of the Base Fee as related to the sudden and unexpected change in market conditions.

5.4 Sales Incentives

In addition to the Base Fee, Contractor shall have the opportunity to earn additional compensation if more than 50,000 tons of lime, 30,000 tons of biosolids, or 3,000 tons of bulk rough mulch are sold. In

such a case, the sales on the excess tonnage will be split between Contractor and the Utility in accordance with the following table:

Annual Tonnage			Percent Split	
Bulk Rough Mulch	Lime	Biosolids	Fox	Utility
3,001 to 3,499	50,001 to 52,499	30,001 to 32,499	25%	75%
3,500 to 4,999	52,500 to 59,999	32,500 to 39,999	50%	50%
5,000 plus	60,000 plus	40,000 plus	75%	25%

The total tonnage of bulk rough mulch, lime and biosolids sold will be calculated at the end of each year. To determine the amount of sales proceeds subject to the revenue split outlined in the above table, the parties will multiply Contractor’s average price per ton over the course of the year for each material in excess of the thresholds contained in the table above and will apply the applicable percentage split to those proceeds. The City’s portion of the proceeds will be paid in the form of a credit on Contractor’s final invoice of each year.

5.5 Excess Drop Off

As noted above, as part of the Base Fee, Contractor shall be permitted to use the BHF as a dropping point for up to 25,000 tons of biosolids material provided that such material complies with the Utility’s permit and is otherwise acceptable to the Utility. If Contractor brings more than 25,000 tons of acceptable biosolids material to the BHF, all tipping fees for the excess tonnage over the original 25,000 will be split between Contractor and the Utility per the following table:

Annual Tonnage	Percent Split	
Municipal Biosolids	Fox	Utility
up to 25,000	100%	0%
25,001 to 27,999	25%	75%
28,000 to 34,999	50%	50%
35,000 +	75%	25%

Utility will retain 100% of any incoming tipping fees on non-municipal biosolids material brought to the BHF.

5.6 Special Projects and On-Call Emergency Services

5.6.1 Special Projects under this Agreement. Special projects that have traditionally been performed by Contractor and were excluded from the Base Fee will be paid at the rate detailed in Contractor’s most recent price list, a copy of which is attached hereto as Appendix B. An allowance of twenty percent (20%) of the Base Fee will be included in the purchase order for the Services but will only be used if required for special projects. All special projects will be charged on a T&M basis, using Contractor’s standard equipment and labor rates set forth on Appendix B. These rates may be adjusted in January each year based on changes in the CPI, subject to a maximum adjustment of 3.5%. Appendix B may also be adjusted to add new equipment from time to time. The parties agree that Contractor’s standard equipment rates include fuel costs. If the Utility elects to supply the fuel on a particular special project, the Utility shall be entitled to receive a credit for the portion of Contractor’s equipment rates representing the cost of fuel.

5.6.2 On-Call Emergency Services. Subject to Contractor's availability, Contractor will assist the City on projects outside the scope of this Agreement in cases of emergencies, upon the request of the City. Any services provided by Contractor on an emergency basis under this subsection will be charged on a T&M basis at the same rates outlined in Appendix B, under a separate purchase order. Examples of emergencies that might necessitate Contractor's assistance under this subsection include, without limitation, water main breaks, sewer backups or main breaks, flooding related to utility infrastructure, and other events that could cause the Utility to be issued a notice of non-compliance with respect to any permit or regulatory requirements.

5.7 Product Revenues

5.7.1 Residential Yard Waste Pricing/Revenues

Pricing for drop off of yard waste at the BHF will be set at \$20.00 per ton for residential drop-offs, subject to approval of Fort Wayne Utility Council. This will be prorated with a minimum charge of \$1.00 per transaction. Any further adjustments will require Council and Board of Works approval. Pricing for commercial or municipal communities shall be established by the BHF Committee based on factors such as volume and quality of material.

5.7.2 Other Product Pricing/Revenues

Contractor will maintain a supply of bulk rough mulch, biosolids, and lime for residential customers to pick up at the BHF free of charge. Provided, however, the Utility may charge a reasonable fee for loading such materials. Pricing of bulk rough mulch for non-residential customers and pricing for biosolids and lime will be established by Contractor. Pricing for all other products manufactured for sale at the BHF, including new products not currently offered for sale, shall be determined by the BHF Committee.

5.8 Facility Operation and Site Maintenance

Contractor is responsible for facility operations and site maintenance including but not limited to gate keeping, security, debris and litter pick up, and mowing.

The hours of operation of the BHF will be as currently established, any changes in the hours of operation will require prior approval of the Utility Administrator. Currently, the hours are:

- April - November 8-6 Monday - Saturday and Noon - 6 on Sunday
- December-March 7-3 Monday- Friday

6. PROJECT STAFFING PROVISIONS

6.1 General

Contractor shall be responsible for selecting personnel to perform the Services to be provided hereunder. However, the Utility shall retain the right to approve the personnel proposed by the Contractor. No applicant with a recent (e.g., within 10 years) felony conviction for a crime directly related to the responsibilities of the job (as determined by the Utility) will be hired. Contractor will obtain from the Fort Wayne Police Department a criminal history records check on each employee prior to hiring.

The Utility reserves the right to request the dismissal of any of the Contractor's employees whose performance or actions are considered detrimental to the operations of the BHF or to the Utility; the Utility may also exercise its termination rights under Section I, paragraph 4.12.

6.2 Contractor Personnel

6.2.1 Project Manager

Contractor shall provide a Project Manager who will act as a liaison with the Utility Administrator and have full authority to act for Contractor on all matters relating to the daily operation of the BHF and administration of the Agreement.

On the Effective Date of the Agreement, Contractor and the Utility will mutually agree on a Project Manager. Contractor shall provide the Utility with sixty (60) days advance notice of any change to the Project Manager position. Replacement of the Project Manager shall be subject to the advance written approval of the Utility Administrator. Such approval shall not be unreasonably withheld, conditioned, or delayed.

6.2.2 BHF Project Administration Specialist

Contractor shall provide an employee dedicated to record compilation, report preparation, inventory management, loading operations scheduling, gatekeeper scheduling, tracking of equipment maintenance and general accounting. This employee shall supervise the gatekeepers and may be given other supervisory duties as deemed necessary by the Project Manager. On the Effective Date of the Agreement, the Contractor and the Utility will mutually agree on the employee to fulfill this role.

6.2.3 Other Personnel

Contractor shall provide additional personnel, as needed, to support the operations of the BHF and the performance of the Services.

7. PERFORMANCE

7.1 No Waiver

The failure of the Utility to insist in any one or more instances upon the performance of any terms, covenants or conditions of the Agreement or to exercise any right thereunder shall not be construed as a waiver or relinquishment of any other term, covenant, or condition or the exercise of any other rights under the Agreement.

8. INSURANCE

8.1 Mandatory Insurance Requirements

Prior to the commencement of the Agreement, Contractor shall obtain and keep in full force and effect until the termination of the Agreement the following insurance with an insurance company licensed and qualified to do business in the State of Indiana, as evidenced by a Certificate of Insurance and/or certified copies of the insurance policy or policies:

- Automobile Liability \$1,000,000 minimum per occurrence.

- General Liability \$2,000,000 minimum per occurrence.
- Aggregate \$5,000,000 minimum per occurrence.
- Products Liability \$1,000,000 minimum per occurrence.
- Completed Operations Liability \$1,000,000 minimum per occurrence: and
- Workmen's Compensation per statutory limits.

All policies shall be occurrence policies. The Certificate of Insurance must identify the Utility, its Divisions and Subsidiaries as a Certificate Holder and provide that the insurance policy or policies may not be cancelled or non-renewed except with thirty (30) days' notice to the Utility. It will be Contractor's responsibility to deliver the proper documentation to the Utility Administrator annually.

8.2 Additional Insured

The Utility and the City of Fort Wayne, their officers, employees, and City of Fort Wayne elected, and appointed officials shall be named as additional insured on all liability insurance policies.

8.3 Policy Cancellation

No policy of insurance may be cancelled or non-renewed unless notice is provided to the Utility at least thirty (30) days in advance of the proposed cancellation or non-renewal.

8.4 Certificate Holder

The Utility will be the Certificate Holder, on any policy or policies of insurance required under this Agreement.

9. JOB SAFETY COMPLIANCE

9.1 OSHA Requirements

It shall be the responsibility of Contractor to comply with all provisions of the Occupational Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees under the direction of the Contractor to comply with this law and all laws affecting job safety.

9.2 Compliance with Applicable Local, State, and Federal Codes

It shall be the Contractor's responsibility to maintain a safety and accident prevention program throughout the term of this Agreement that meets the requirements of local, state and federal codes and all other authorities having jurisdiction over performance of the Services. The Contractor will notify the Utility of any non-compliance issues that are directly related to facilities and equipment owned by the Utility.

9.3 Minimum Requirements

At a minimum, Contractor will provide a written Safety Program, a "Lock out/Tag out" Program and a safety-training program for Contractor employees and those Utility employees under the direction of Contractor. A copy of the Contractor's Safety Program will be provided to the Utility for review and approval prior to the Utility's acceptance of the plan.

9.4 Compliance with Utility Safety Requirements

Contractor will comply with all Utility safety and policy requirements, including but not limited to CDL physicals and accident reporting.

10. DRUG FREE WORKPLACE CERTIFICATION

10.1 Drug Testing of Contractor's Employees

The Contractor will comply with 49 CFR 382 and 49 CFR 40 setting forth requirements as to employees classified as "Safety Sensitive" for all of its employees performing work under this Agreement. The cost of drug and alcohol testing is the responsibility of Contractor. An annual report will be available for review (if requested) by the Utility's Risk Management department on the last working day of January of each year of the Agreement.

10.2 Drug Testing of Utility Employees

The Utility's employees will be tested under the Utility's random drug and alcohol screening for CDL holders.

11. MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this Agreement in a professional manner and in accordance with all applicable local, state and federal laws, rules and regulations. Contractor's failure to do so may result in termination of this Agreement.

12. SERVICE INTERRUPTIONS

12.1 Interruptions due to Contractor Issues

Should the Services be interrupted or reduced during the term of the Agreement by Contractor's employees' work stoppages or slow-downs, Contractor shall continue to provide Services by whatever means available and shall incur all costs associated with the alternate means. If Contractor fails to supply an alternate system, the Utility shall have the right to continue the Services by whatever means available and charge any reasonable costs associated with the alternate system to Contractor.

12.2 Interruptions due to Back-Ups and Like Events

If a back-up of water should occur due to a plugged drain line or interceptor, during a normal and not excessive rain event, the Utility and Contractor may negotiate an extension to the Contractor's minimum performance requirements included in this Agreement. Any negotiation on changes to minimum performance requirements shall be requested by the Contractor and accompanied by a detailed description of the problem including maintenance and weather documentation.

12.3 Force Majeure Events

Neither Contractor nor the Utility shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar act beyond the reasonable control of Contractor or the Utility. Contractor recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences. In the event an extraordinary occurrence prevents performance of the Agreement, Contractor and the Utility shall negotiate an appropriate adjustment, if any, to the conditions of this Agreement.

13. NO THIRD-PARTY BENEFICIARIES

The rights and obligations of the Parties accruing under the terms of this Agreement are solely for the benefit of the Parties executing the Agreement, and no third-party beneficiary is intended by any term of the provisions hereof.

SECTION II: BASE SCOPE OF SERVICES

1. OBJECTIVES

The base scope of Services to be provided by Contractor hereunder includes management, regulatory compliance, documentation, sampling, analytics, scheduling, scale maintenance, processing and product marketing and sales. It is also contemplated by this Agreement that Contractor will be required to perform certain special projects from time to time.

The objectives of the base scope of Services include:

- Improve the biosolids and lime production of the BHF consistent with the minimum requirements included in this Agreement.
- Improve the cost-effectiveness of the BHF operations.
- Research other revenue streams.
- Ensure compliance with local, state, and federal regulations and requirements governing BHF operations.

2. STATEMENT OF WORK

2.1 General

Contractor will accept ownership of and responsibility for dewatering, removal, storage, composting, marketing, sale and all other functions needed to convert lime slurry, compliant biosolids from anaerobic digestion, and specific yard wastes into a variety of products as Contractor determines necessary for market conditions. Contractor will also be asked to separate spoil into clay, aggregate and material to be disposed by land filling and dewatering sewer maintenance grit. Contractor's Base Fee also includes four (4) rounds of wood grinding, with each round consisting of five (5) days of work. Except as otherwise set forth in this Agreement, Contractor will have complete control over the product content, processing, marketing and pricing of the products. Pricing for residents (not commercial) who drop off yard wastes will continue to be determined by the Utility as set forth in Section I, paragraph 5.7. The Utility also requires that Contractor maintain a supply of biosolids, lime and mulch to be given free of charge to citizens.

2.2 Compliance

Contractor is required to maintain compliance with all laws, regulations, and permits. Sampling of materials will be performed by Contractor, but the testing will be covered under the Utility's contract for laboratory analysis. The BHF facility operates under an Indiana biosolids marketing and distribution permit, number- IN LA 000313.

2.3 Yard Management

Contractor shall provide all services required to manage, control, track and report on the progress of work stipulated in this Statement of Work, including management and coordination of biosolids staff and subcontractors. Contractor will have written Standard Operating Procedures (SOPs) for all processing and other operations. Contractor shall provide monthly, quarterly and annual reports to the Utility. The reports shall include weather conditions, with specific attention to rainfall and impact on processing in terms of days or tons lost, tons of material processed, tons of product both made and remaining at the site, an estimated running inventory.

Contractor will maintain hours of operation for the drop-off of yard waste by the general public, as listed in Section I, paragraph 5.8. Any change in gate hours requires pre-approval by the Utility. Contractor will also maintain tracking as needed to maintain a separate yard waste account.

2.4 Inventory

2.4.1 Initial Inventory

Contractor shall within one month of the Effective Date of the Agreement develop a detailed and accurate Baseline Inventory for the BHF and the Old Lagoons, identified by material and location and total of each material.

2.4.2 Working Inventory

Contractor will track incoming and outgoing product from the BHF. A summary of the status of the perpetual inventory will be included in annual reports. For

2.4.3 Annual Review of Inventory and Reporting

Annually, the Contractor will update the inventory via a physical review and include this update in the annual report, including an explanation of any discrepancies between the quarterly reports and annual physical update.

2.5 Processing

Contractor will schedule the processing, composting, screening, and mixing necessary to meet market demand for the products. Contractor will use Utility staff and equipment and supplement with Contractor's labor and equipment as needed to process materials in order to satisfy market demands and overall Utility contractual quantity requirements. Contractor is expected to maintain the shallow bed dewatering process.

2.6 Products

Contractor will create products from the raw materials available to satisfy market needs. Subject to Section I, paragraph 5.7, Contractor will have full control over the pricing and production of the products from receipt at the drying beds to final sale/disposal.

Contractor will keep all revenues relating to sales of up to 50,000 tons of lime, 30,000 tons of biosolids, and 3,000 tons of bulk rough mulch. Sales in excess of those respective tonnages, will be split between Contractor and the Utility in accordance with Section I, paragraph 5.4.

2.7 Future Spoils

Contractor shall provide full manpower and equipment to crush and sort the existing spoils backlog and incoming material. If additional manpower is required, the BHF Committee shall evaluate the dedication of additional Contractor manpower on a T&M basis. Contractor will help identify possible markets for such materials, and any revenues generated from products created as a result of this work will be allocated by the BHF Committee based on cost.

2.8 Maintenance

2.8.1 Preventative Maintenance

Contractor will perform Preventative Maintenance on Utility equipment in conformance with the manufacturer's and Utility requirements and will keep maintenance records. Contractor will document the maintenance on forms supplied by the Utility and submit the completed forms to the Utility Administrator on a monthly basis.

2.8.2 Minor Corrective Maintenance

Contractor will perform Minor Corrective Maintenance to Utility equipment. The Contractor will pay for the first eight (8) hours of repair labor and the first \$2,000 in parts for Minor Corrective Maintenance equipment repairs. These thresholds are per repair and per piece of equipment and may be adjusted annually based on the CPI, subject to a maximum annual adjustment of 3.5%. Contractor will make every effort to identify problems which cannot be handled within the window of time and cost of parts framework, these Corrective Maintenance repairs require Utility approval and will not be reimbursed by Contractor to the Utility using the 8 hours, \$2,000 parts criteria.

The Contractor will complete Minor Corrective Maintenance on Utility vehicles and equipment within one (1) week of a vehicle being out of service. If this standard cannot be met, the Contractor shall provide to the Utility Administrator a satisfactory explanation of the reason for the delay and an estimate as to when the work will be completed.

2.8.3 Scale Maintenance

Contractor will calibrate and maintain the scales to industry standards. If repairs are necessary, the payment framework established in paragraph 2.8.2 will be applied.

2.8.4 Pump and Lift Station Maintenance

WPCP will ensure that lift stations are maintained and that appropriate spare pumps are available. Contractor is responsible to notify the Utility Administrator if systems seem to be malfunctioning.

2.8.5 Bed Maintenance and Rehabilitation

1. Contractor will inspect and perform routine maintenance on beds, bed liners and bed outlets. Contractor will document inspections and maintenance of each bed.
2. Contractor will perform any necessary major bed rehabilitation; a major rehabilitation is defined as a complete re-lining of a bed or any repair over \$5,000 (subject to annual adjustment based on the CPI with a cap of 3.5%).

Major rehabilitation of beds will be discussed by the BHF Committee and a plan moving forward will be developed.

3. Minor repairs of the lining or ramps will be performed by Contractor at no additional charge to the Utility. See definitions for clarification of "Minor Repairs to Lagoons".

2.8.6 Road Maintenance

1. Contractor is responsible for maintenance of the roadways including grading and placement of crushed concrete, when applicable, and/or aggregate. If aggregate is needed, the Utility will buy any aggregate necessary to maintain the roads.
2. Contractor is responsible for watering the roads to keep the dust down as needed and/or as required for compliance with fugitive dust regulations.

2.8.7 Facility Maintenance

Contractor is responsible for maintaining the appearance of the BHF yard and entrances; specific duties include litter removal from entrances, ensuring that junk or materials that are not re-useable do not accumulate in the yard, and entrances will require routine mowing during the growing season.

2.8.8 Work at Site of Former Lagoons (East end of Dwenger Ave.)

1. For any work necessary to be performed at the Old Lagoons, Contractor will be paid only for mobilization and trucking per the Price List, Appendix B.
2. Mobilization to the Old Lagoons will require prior approval of the Utility Administrator.

2.9 Procurement and Budget Advisor

Consistent with its oversight and management of BHF operations, Contractor shall make recommendations to the Utility Administrator concerning the purchase of discretionary items for the BHF, including materials, supplies, and purchased services.

During the annual budget cycle, Contractor shall make recommendations as to appropriate amounts to be budgeted to support facility operations.

2.10 Community Involvement

Contractor will be expected to assist with the Utility's community outreach efforts related to biosolids initiatives in accordance with the marketing plan established pursuant to Section II, paragraph 2.12 below. These include, but are not limited to, participation in Earth Day activities, the Home and Garden Show, and the Utility Advisory Group. Contractor also agrees to participate in two (2) residential storm disposal days per year, during which time residential property owners and tenants may drop off storm debris at their residence free of charge. The dates of such Residential Storm Disposal days will be determined by the BHF Committee but will generally follow large storm events in the Allen County area.

2.11 Citizen Complaints

Contractor shall ensure that work at the BHF is done in a way to minimize customer complaints regarding fugitive dust, odor, noise, and queues at the entrance gate. For any citizen complaints received, Contractor will write a brief summary of the report, the suspected cause and any corrective actions possible or necessary to prevent future reoccurrences.

2.12 Marketing Efforts

Marketing of the products and services offered at the BHF is essential to the success of this Agreement. The BHF Committee will develop a marketing plan to expand the revenue generated by the BHF. Contractor shall be responsible for implementing the plan established by the BHF Committee.

SECTION III: PERFORMANCE STANDARDS

1. PRODUCTION REQUIREMENTS

1.1 Production Base

The Services provided by Contractor includes minimum production at the following levels:

- Lime--50,000 tons annually @ minimum 60% solids*
- Biosolids--30,000 tons annually @ minimum 60% solids*
- Bulk Rough Mulch--3,000 tons annually

The Parties acknowledge and agree that any production in excess of the foregoing levels is included in the Base Fee and Contractor shall not be entitled to additional compensation for such production except as set forth in this Agreement.

* Unless a greater dry-weight specification is required by future permits or applicable regulatory requirements in which case the solids content shall meet the minimum permit and/or regulatory requirements. If this dry-weight percentage is not met, the parties shall work together to identify the reason(s) for not meeting the percentage and develop a plan to correct the deficiency.

1.2 Production Demonstration Calculations

Production quantities will be calculated on an annual basis. The achievement of any amount of biosolids and/or lime production less than required minimums may result in termination of the Agreement.

2. TERMINATION ACTIONS

The following non-performance actions are examples of the reasons the Utility may elect to terminate this Agreement prior to expiration of the Initial Term or the Renewal Term:

- Incorrect or late preparation of monthly compliance reporting submittals, point of determination will be the Utility Administrator.
- Failure to follow internal tracking procedures as established in SOPs.
- Any distribution of non-compliant products.

- Failure to update information sheet as required in permit.
- Failure to ensure that samples are properly taken and documented as established in SOPs and/or standard sampling requirements.
- Failure to review analytical information and take appropriate action, if necessary
- Any reports of illegal or unprofessional conduct of any Contractor employee/staff or subcontractor (gatekeepers, bookkeeper/administrator, site manager, etc.).
- Failure to meet any deadlines contained in this Agreement; or
- Failure to comply with other terms of this Agreement.

The foregoing list is not exhaustive and shall not affect either Party's ability to terminate this Agreement for any other reason, or no reason, upon sixty (60) days written notice to the other Party as set forth in Section I, paragraph 4.12.

SECTION IV: RECORD KEEPING AND REPORTING

1. RECORDS

Contractor shall provide the Utility Administrator or his/her designee access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to the operation of the BHF and the implementation of this Agreement.

2. PERIODIC REPORTS

Contractor will submit monthly reports to the Utility Administrator on materials processed, materials sold/disposed of yard waste received, and other important indices, as agreed upon by the Contractor and Utility Administrator. Contractor will also submit monthly reports on equipment and fleet maintenance performed status of maintenance and repair projects, and summary totals of materials processed and sold/disposed. Contractor will submit quarterly reports on performance indices above, plus measures of the costs incurred at the facility and the projected or realized savings. On an annual basis, there will be a contract performance review, reviewing end of the year totals for costs, savings, production and relevant incentives or bonuses.

In addition to the foregoing requirements, Contractor shall comply with all reporting required by any regulatory agency or legal authority. For purposes of regulatory reporting requirements, quantities of outgoing product will be reported based on dry tonnage.

3. ANNUAL REPORTS

Contractor shall provide the Utility with a written annual report. The annual report shall contain a summary of the year's activity.

4. PERFORMANCE MEETINGS

Performance evaluation meetings shall be held between the Contractor, Utility Administrator and others, as necessary. These meetings will not usually be held more than once a month and will not extend beyond a period of one hour, absent exigent or unusual circumstances. The Utility Administrator reserves the right to schedule more frequent and/or longer meetings if the Contractor's performance does not meet acceptable quality levels as specified in this Agreement.

5. CONTRACT DISCREPANCY REPORTS

Verbal notification of a contract discrepancy will be made to the Project Manager or designee as soon as possible whenever a contract discrepancy is identified. The Project Manager shall resolve the problem immediately.

Contractor shall maintain a log noting the date of verbal contract discrepancy notifications, date the discrepancy was addressed and a summary of the discrepancy and the resolution. The Utility Administrator shall determine whether a formal Contract Discrepancy Report shall be issued. If a Contract Discrepancy Report is issued, it will be mailed, or hand delivered to the Project Manager.

Upon receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to the Utility Administrator within the time period specified acknowledging the reported discrepancy or presenting contrary evidence and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report. Failure to do so will be considered a material breach of Agreement and the Agreement will be subject to termination.

6. ENVIRONMENTAL CREDITS

___In the event the BHF is awarded any environmental credits as a result of the operations under this Agreement or other activities undertaken at the BHF, those credits shall belong to the Utility. The Utility shall be permitted to apply such credits in any manner the Utility chooses.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

FOX CONTRACTORS CORPORATION
“CONTRACTOR”

By: _____

Title: _____

UTILITY OF FORT WAYNE
“UTILITY”

By: _____

Tom Henry, MAYOR

BOARD OF PUBLIC WORKS

By: _____

Shan Gunawardena, CHAIR

By: _____

Kumar Menon, MEMBER

By: _____

Chris Guerrero, MEMBER

ATTEST: _____

Michelle Fulk-Vondran, Clerk

APPENDIX A: Cost Proposal

Contractor's Total Base Fee for Initial Year:

\$1,622,449 for all Services

- \$234,060 credit for Base Sales Proceeds @ \$2.82/ton
 - \$500,000 credit for Drop Value @ \$20.00/ton
- = \$888,389/12 = \$74,032.42/mo.**

APPENDIX B: Price List

Fox Contractors Corp.
2023 Equipment and Labor Rental Rates
Valid April 1, 2023 to March 31, 2024



Equipment & Tools Rates (Operator NOT Included)

see below for labor rates

ITEM

*****Trucks*****

	<u>Per Hr.</u>
Singleaxle Dump	\$57
Tandemaxle Dump	\$57
Triaxle Dump	\$72
Lowboy Tractor	\$111
Singleaxle H2O	\$72
Tandemaxle H2O	\$90
613 Type Water Wagon	\$188
Hydro Seeder	\$172

*****DOZERS*****

D3 Size Dozer	\$92
D4 Size Dozer	\$104
D5 Size Dozer	\$116
D6K/N Size Dozer	\$159
D6H/R/TX Size Dozer	\$178
D7 Size Dozer	\$204
D8 Size Dozer	\$236
D5 Size Dozer w/ GPS	\$152
D5 Size Dozer w/ Laser	\$134
D6 Size Dozer w/ GPS	\$222

*****EXCAVATORS*****

Rubber Tire Backhoe	\$90
304 Size Excavator	\$112
308 Size Excavator	\$123
312/313 Size Excavator	\$134
320/321/323 Size Excavator	\$160
328 Size Excavator	\$188
330/336 Size Excavator	\$205
345/349/352 Size Excavator(*)	\$260

* Trench Box

* Manhole Box

*****HYDRO EXCAVATORS*****

Hi-Vac Vacuum Truck	\$216
Vactor - 800 Gallon Pull Type	\$70
Vactor - 400 Gallon Pull Type	\$56

*****Grinding & Crushing*****

Wood Grinder	\$650
Power Screen 2644 Crusher	\$545
Power Screen 1800 Warrior Screener	\$325
Conveyor System	\$110
Mulcher Head for Compact Track Loader	\$40

*****LOADERS*****

Skid Steer Loader	\$55
Track Skid Steer Loader	\$90
939 Track Loader	\$118
930/936/938 Size Front End Loader	\$128
950 Size Front End Loader	\$145
966 Size Front End Loader	\$173

*****GRADERS*****

140 Grader	\$152
140 Grader w/ GPS	\$185
14 Grader	\$190
14 Grader w/ GPS	\$218

*****EARTHMOVERS*****

627 Scraper(*)	\$305
613 Elevating Scraper	\$200
615 Elevating Scraper	\$210

Accepted By:

Authorized Signature

Company

Company

Date

21 CY Pull Scraper	\$65
730 Size Haul Trucks	\$225
740 Size Haul Trucks	\$248
745 Size Haul Trucks	\$255

*****COMPACTION*****

Smooth Drum Wheel Roller	\$102
815 Sheepsfoot Compactor	\$210
Pad Foot Wheel Roller	\$102

* *****HORIZONTAL DIRECTIONAL DRILL *****

9x13 Horizontal Directional Drill	\$52
24x40 Horizontal Directional Drill	\$78
40x55 Horizontal Directional Drill	\$122
Vacuum Truck - Drill	\$55
Mixer Truck for Directional Drill	\$70

*****MISCELLANEOUS*****

Vermeer Wheel Trencher(*)(**)	\$452
Vermeer Chain Trencher(*)(**)	\$359
Tesmec 900 Trencher(*)(**)	\$359
Gomaco 9500 Trimmer	\$342
Large Tractor (Farm)	\$162
Small Tractor (Farm)	\$97
Farm Disc	\$32
Ditch Witch Small Trencher	\$65

Please Note: Labor is in addition to the above Equipment and Truck Rates

Please Call for Day, Week, and Month Rates on Equipment

(*) Minimum 4 hours move in and setup time required + Permits + Hauling Time

(**) Rock or concrete cutting ADD \$100 per hour

*****TOOLS*****

	<u>Reg.</u>	
Pull Type Water Wagon	\$27	Hr
Air Curtain	\$103	Hr
Straw Blower	\$32	Hr
Bat Wing Mower Deck	\$22	Hr
Chipper	\$135	Hr
Hydro Seeder Trailer	\$27	Hr
Testing Trailer	\$27	Hr
* Fusion Machine & Trailer	\$60	Hr
Tilt Top Trailer Misc - Dump Pull	\$27	Hr
Small Trailer Misc - Pickup Pull	\$16	Hr
Light Plant	\$32	Hr
Water Pump - 6" with Hoses	\$162	Day
Water Pump - 4" with Hoses	\$130	Day
Water Pump - 3" with Hoses	\$108	Day
Water Pump - 2" with Hoses	\$81	Day
4" Hydraulic Pump	\$438	Day
6" Hydraulic Pump	\$486	Day
Air Compressor	\$81	Day
Stone Box	\$108	Day
Cut-Off Saw or Chain Saw	\$54	Day
Laser Plains and Sewer Beams	\$81	Day
Air Compressor w/ Tools - 75 CMP	\$108	Day
Air Compressor w/ Tools - 150 CMP	\$108	Day
Roller - Sheepsfoot - Pull Type 4x4	\$162	Day
Roller - Sheepsfoot - Pull Type 5x5	\$162	Day
Plate Tamper - Small	\$54	Day
Grader Box	\$162	Day
Jersey Box	\$108	Day
Root Rake	\$81	Day
Pull Sheepsfoot	\$135	Day
Jumping Jack	\$54	Day

Accepted By:

Authorized Signature

Company

Date

*****MISC. TRUCKS*****

	<u>Req.</u>
Foreman Truck	\$29
Job Truck	\$24
1TN Flatbed Truck	\$42
1TN Dump Truck	\$42
Engineer Van	\$48
Grease Truck	\$114
Mechanic Service Truck	\$77
Lowboy Trailer	\$38
Singleaxle Flatbed	\$52
Tandemaxle Flatbed	\$63
Powerbroom	\$70

Please Note: Prime Movers and Labor are in addition to the above Tool and Misc. Truck Rates

Labor Rates

<u>***Item***</u>	<u>Req.</u>	<u>OT</u>	<u>Premium</u>
Supervision/Foreman	\$89	\$117	\$142
Local 103 Indiana Operator	\$86	\$114	\$139
Local 150 (10 County) Indiana Operator	\$89	\$117	\$142
Local 150 (4 County) Indiana Operator	\$116	\$148	\$181
Local 181 Indiana Operator	\$82	\$108	\$132
Local 841 Indiana Operator	\$85	\$110	\$136
Local 213 Indiana Laborer	\$67	\$88	\$107
IN Lake County Laborer	\$76	\$101	\$124
Local 18 Ohio Schedule II Class A Operator	\$86	\$110	\$135
Local 18 Ohio Schedule II Class B Operator	\$77	\$100	\$120
Local 324 Michigan Operator	\$87	\$112	\$137
Indiana Combo Laborer/Teamster	\$76	\$100	\$122
Indiana Teamster	\$76	\$100	\$122
LOCAL 324 Area - Michigan Laborer	\$74	\$93	\$121
Local 150 - Illinois Operator	\$129	\$167	\$208
Layout & Staking Crew	\$273	\$273	\$380
Engineering & Consulting	\$175	\$175	\$250

**Please Call for rates of Locals outside of the ones listed.

***Above labor rates include small tools and incidentals.

Please Note: Hourly labor rates are based on 8 hr days. Overtime is after 8 hrs a day Mon-Fri and all day Saturday. Premium time is all day Sunday and Holidays. Please add \$3.00 an hour for building and trades work. Minimum 2 hours will be charged to move equipment and labor to job site in Allen County. Outside Allen County it will be charged at 2 hours + actual additional move in time. Labor will be charged at 2-4-8 union work rules. Show up time 2 hrs., 2-4 hrs. pays minimum 4 hours, and 4-8 hours pays minimum 8 hours.

Fuel Surcharge:

Should the price of fuel increase significantly Fox Contractors reserves the right to charge a fuel surcharge on top of the T&M rates for each billing period.

Accepted By:
_____ Authorized Signature
_____ Company
_____ Date

BILL NO. S-23-01-06

REPORT OF COMMITTEE ON PUBLIC WORKS

JANUARY 21, 2023

Michelle Chambers Chair

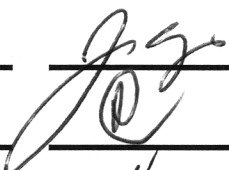

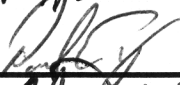

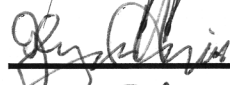
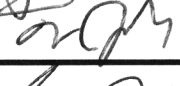

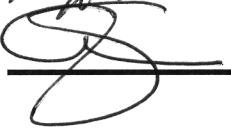
Tom Didier Co-Chair

All Council Members

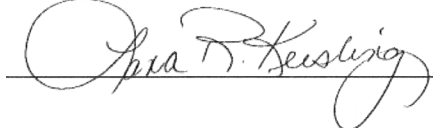
An Ordinance approving Agreement for Biosolids Processing, Handling and Operations Services between Fox Contractors Corporation and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total annual cost of \$888,389.00

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

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

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

Read the second time by title and referred to the Public Works Committee.

Read the third time in full and on motion by Councilperson Chambers, 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: January 24, 2023



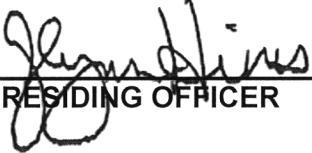
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-23-01-06 on the 24th day of January, 2023

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

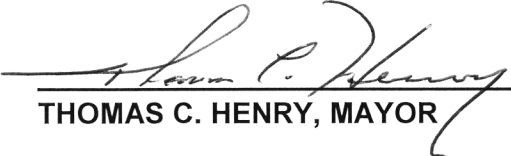
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th of January 2023, at the hour of 8:40 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 26TH day of JANUARY 2023, at the hour of 1:30 o'clock PM E.S.T.

hour of 1:30
 RECEIVED
 JAN 26 2023
 LANA R. KEESLING
 CITY CLERK



 THOMAS C. HENRY, MAYOR