

BILL NO. S-23-02-26

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving POTABLE WATER DEVELOPER CONTRACT – ORCHARD HILLS SECTION I AND VILLAS - WORK ORDER #67242 – (\$664,732.22) – between SJP, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

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

SECTION 1. That the POTABLE WATER DEVELOPER CONTRACT – ORCHARD HILLS SECTION I AND VILLAS - WORK ORDER #67242 – between SJP, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for INSTALLATION OF 4,834' of 12", 195' of 8", 434' of 6" PVC PIPE AND 10 FIRE HYDRANTS. ;

involving a total cost of SIX HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED THIRTY-TWO and 22/100 DOLLARS - (\$664,732.22). 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

POTABLE WATER CONTRACT

CONTRACT NO. 2022-W-0038

WORK ORDER NO. 67242

THIS POTABLE WATER CONTRACT ("Contract") is made and entered into this 13 day of Sept, 2022 by and between SJP, LLC, an Indiana limited liability company ("Contributor") and the City of Fort Wayne Board of Public Works ("City"), for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

The said Contributor and the City for consideration hereinafter named, agree as follows:

1. That the City and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties, or as approved by the City, to construct a local water system to serve Orchard Hills, Section I and Villas.

Water Main B2:

Begin by connecting to an existing 12" valve located 30±L.F. east of the east right of way of Wheelock Road and 12±L.F. north of the north right of way of Eby Road; thence north 264±L.F. within a platted easement of 12" AWWA C900 PVC water pipe terminating with the installation of a 12" x 12" tee fitting.

Water Main B3:

Begin by connecting to the north leg of the abovementioned 12" x 12" tee fitting; thence north 242±L.F. within a platted easement of 6" AWWA C900 PVC water pipe terminating with a 6" valve and 2" blow off assembly.

Water Main B1:

Begin connecting to the east leg of the abovementioned 12" x 12" tee fitting; thence east 828±L.F. within the south right of way of Fiji Cove of 12" AWWA C900 PVC water pipe terminating with a 12" x 12" tee fitting.

Water Main A1:

Begin by connecting to the south leg of the abovementioned 12" x 12" tee fitting; thence south 285±L.F. within the east right of way of Gala Cove and 144±L.F. within a platted easement of 12" AWWA C900 PVC water pipe terminating with a 12" valve and 6" blow off assembly.

Water Main A2:

Begin by connecting to the north leg of the abovementioned 12" x 12" tee fitting; thence north 620±L.F. within the east right of way of Gala Cove, north 260±L.F. within the north right of way of Gala Cove, east 553±L.F. within the east right of way of Gala Cove, north 358±L.F. within a platted easement of 12" AWWA C900 PVC water pipe terminating with the installation of a 12" x 12" tee fitting.

Water Main C1:

Begin by connecting to the west leg of the abovementioned 12" x 12" tee fitting; thence west 275±L.F. within the north right of way of future road of 12" AWWA C900 PVC water pipe terminating with a 12" x 12" tee fitting.

Water Main B4:

Begin by connecting to the south leg of the abovementioned 12" x 12" tee fitting; thence south 192±L.F. within platted easement of 6" AWWA C900 PVC water pipe terminating with a 6" valve and 2" blow off assembly.

Water Main B5:

Begin by connecting to the north leg of the abovementioned 12" x 12" tee fitting; thence north 1255±L.F. within a platted easement of 12" AWWA C900 PVC water pipe terminating with a 12" valve, 12" x 12" tee fitting and 6" blow off assemblies installed on the north and east legs of the abovementioned 12" x 12" tee fitting.

Said water line to include:

4834±L.F. of 12" AWWA C900 PVC water pipe, 195±L.F. of 8" AWWA C900 PVC water pipe, 434±L.F. of 6" AWWA C900 PVC water pipe, (10) fire hydrant assemblies and (56) residential water service connections (includes water main tap, curb box and stop and that portion of the service pipe between the tap and curb stop).

2. It is agreed that all service connections as defined in Paragraph 1 shall be installed by the Contributor or its agent. If subsequent to its installation and prior to the establishment of a water service account with City, any part of the service connection, excepting the water tap, cannot be located, is damaged or fails, it shall be the responsibility of the owner of record of the real estate served by the service connection to either locate, repair, or replace same. In the event the City is requested to locate, repair, or replace any part of the aforementioned service line, excepting the water tap, the owner of record of the real estate shall pay the City all costs associated with the location, repair, or replacement of same. Once an initial water service account has been established with the City, the location, repair, or replacement of said service connection shall be the responsibility of the City.
3. That said water main system shall be constructed according to the standards, plans, and specifications of the City or approved by the City, which are on file in the office of the Water Resources Department of the City, and by reference are incorporated herein and made a part thereof.
4. Said City shall furnish water through said system, when complete, in accordance with rules and regulations of said City and the laws, ordinances and regulations, applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that the City will not furnish water through any part or parts of the water main covered hereunder unless and until the entire system shall have been tested, disinfected, placed in-service, and accepted by said City.
5. It is understood and agreed by and between the parties to this Contract, that the Contributor shall furnish and pay for all materials, contractual labor, equipment, permits and/or licenses required for the construction of said water main system through Fox Contractors Corp. at a cost of \$658,267.36 (Six hundred fifty eight thousand two hundred sixty seven dollars and thirty six cents). The City shall provide the necessary inspecting, pressure-testing, disinfection, and engineering services, estimated at a cost of \$6,464.86 (Six thousand four hundred sixty-four dollars and eighty-six cents). Therefore, the total value of said water main system is \$664,732.22 (Six hundred sixty-four thousand seven hundred thirty-two dollars and twenty-two cents).
6. It is further understood and agreed by and between the parties of this Contract that said Contributor shall bear the cost of the water main on the basis of a Smaller Size water main, at a cost of \$400,216.06 (Four hundred thousand two hundred sixteen dollars and six cents) and fees of \$4,236.80 (Four thousand two hundred thirty six dollars and eighty cents), the total cost of which is \$404,452.86 (Four hundred four thousand four hundred fifty two dollars and eighty six cents) and which amount is the Contract Price of this Contract. The City will bear the costs of oversizing the water main from the base size of 8" to Oversize of 12", said costs being \$183,226.73 (One hundred eighty three thousand two hundred twenty six dollars and seventy three cents) and City shall waive the inspection and testing fees for the oversized water main of \$2,228.06 (Two thousand two hundred twenty eight dollars and six cents). It is further understood and agreed by and between the parties of this Contract that the City will bear the full cost of the installation of an additional 1063±L.F. of 12" AWWA C900 PVC water pipe, said costs being \$74,824.57 (Seventy four thousand eight hundred twenty four dollars and fifty seven cents). Therefore, it is agreed that upon completion and acceptance of said water main system by said City, the City will pay to said Contributor, as set forth below, an amount of \$258,051.30 (Two hundred fifty eight thousand fifty one dollars and thirty cents). and be called the "Total Amount." The Total Amount shall be paid in the manner described in the following paragraph.
7. The payment of the Total Amount shall be made within 30 days after acceptance of the water main by the Board of Public Works.
8. The City may approve the extension of additional water mains from the water main(s) covered in this Contract without incurring any financial obligations to the Contributor under this Contract except it is understood and agreed that the City will not permit any future customers of water on property contiguous to the water main subject to this Contract to make a service connection tap into any lateral extension from this main so as to avoid payments of the aforesaid share of the installation cost of this main.

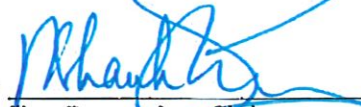
9. It is further understood and agreed that, upon completion of said water main system, the Contributor or its contractor shall file a Completion Affidavit and a Maintenance Bond with the Board Of Public Works of the City, and shall take such action as is necessary to transfer all rights, title and interest in said system to the City. The Maintenance Bond shall run for a minimum of one (1) year from the date of acceptance of said system of the City and shall be in the minimum amount of \$164,566.84 (One hundred sixty four thousand five hundred sixty six dollars and eighty four cents).
10. Upon receipt of the Completion Affidavit and Maintenance Bond and being provided with proof of dedicated easements or recorded easements as required, the City will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the Standards and Specifications of the Water Resources Department and the Board of Public Works, the City, through its Board of Public Works, will issue a Letter of Acceptance of the project to Fox Contractors Corp. and to the Contributor. Upon issuance of the Letter of Acceptance, and in accordance with the terms of said letter, the water main and fittings installed under this Contract shall form and be a part of the water works system of said City, and all rights, title, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.
11. It is further understood and agreed that if the work described above is not initiated within twelve (12) months after the date of this Contract, said Contract shall be null and void.
12. E-Verify Affidavit. Pursuant to Indiana Code 22-5-1.7, Contributor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the Contributor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contributor is not required to verify the work eligibility status of all newly hired employees of Contributor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contributor, being first duly sworn, deposes and states that the Contributor does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have subscribed to the instrument the day and year first above written.

**CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS**

By


Shan Gunawardena, Chair

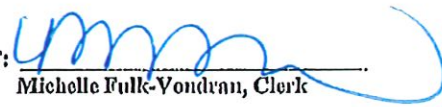
By


Kumar Menon, Member

By


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Yondran, Clerk

CONTRIBUTOR

SJP, LLC, an Indiana limited liability company

By


Brian Brown
General Manager
10808 La Cabrenli Lane
Fort Wayne, IN 46845
260/489-7950

ACKNOWLEDGEMENT
CONTRIBUTOR

STATE OF INDIANA)
COUNTY OF ALLEN) SS

Before me, a Notary Public in and for said State and County personally appeared Brian Brown as General Manager for SJP, LLC, and acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 31 day of AUGUST 20 22.

My Commission Expires: 2/10/2024

Elaina A Hartwig
Notary Public Signature

Resident of ALLEN County

ELAINA A HARTWIG
Printed Name



L#MP0679828

ACKNOWLEDGEMENT
CITY

STATE OF INDIANA)
COUNTY OF ALLEN) SS

Before me, a Notary Public in and for said State and County personally appeared Shan Gunawardena, Kumar Menon and Chris Guerrero as Members of the Board of Public Works, and Michelle Fulk-Vondran, Clerk of the Board, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 13th day of SEPTEMBER 20 22.

My Commission Expires: _____



Michelle R. Nelson
Notary Public Signature
Michelle R. Nelson
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. DeWayne J. Nodine.

This instrument prepared by DeWayne J. Nodine, Fort Wayne City Utilities,
Form date May 5, 2022.

Interoffice Memo

Date: February 7, 2023
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Orchard Hills Section I and Villas Water
Work Order 67242

Council District - NE

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Installation of 4,834 LF of 12", 195 LF of 8", 434 LF of 6" PVC Water Main and 10 Hydrants.

Implications of not being approved: This water main installation and oversizing will connect the existing 12" Water Main at Wheelock and Eby Roads to the new 12' Water Main at Wheelock and Notestine Roads.

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

The Potable Water Developer Contract for Work Order 67242 with SJP, LLC provides for the Installation of 4,834 LF of 12", 195 LF of 8", 434 LF of 6" PVC Water Main and 10 Hydrants in the Orchard Hills Section I and Villas Development at a cost of \$664, 732.22. Included in the Contract is 1,063 LF of additional 12" Water Main at the north end of the project and 3,757 LF of oversizing from 8" to 12" Water Main that will connect an existing 12" Water Main at the South end of the Development to a new 12" Water Main at the north end of the Development project. Additional Water Main and Oversizing costs are \$258,051.30.

The cost of said project funded Water Revenue.

Council Introduction Date: 2/14/2023

CC: Matthew Wirtz
Jill Helfrich
File