

AN ORDINANCE approving POTABLE WATER CONTRACT - BENTLEY ESTATES SUBDIVISION – WORK ORDER NO. 67278 – (\$1,400,550.77) between GRE DEVELOPMENT, 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 CONTRACT - BENTLEY ESTATES SUBDIVISION – WORK ORDER NO. 67278 - between GRE DEVELOPMENT, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: INSTALLATION OF 3,341 LF OF 16", 1,100 LF OF 12", 3,990 LF OF 8", 706 LF OF 6", AND 847 LF OF 2" WATER MAIN PIPE, 17 HYDRANTS, AND 169 RESIDENTIAL WATER SERVICE CONNECTIONS;

involving a total cost of ONE MILLION FOUR HUNDRED THOUSAND FIVE HUNDRED FIFTY AND 77/100 DOLLARS - (\$1,400,550.77). 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-0183

WORK ORDER NO. 67278

THIS POTABLE WATER CONTRACT ("Contract") is made and entered into this 15 day of Nov, 2022, by and between GRE Development, LLC ("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 Bentley Estates as follows:

Water Main E1:

Begin by connecting to an existing 12" valve ID# HH10 0087; thence north 1100±L.F. within a Utility easement adjacent to the west right of way of Noyer Road of 12" AWWA C900 PVC water pipe terminating with the installation of a 12" x 16" increaser and a 16" x 16" tee fitting.

Water Main D1:

Begin by connecting to the west leg of the abovementioned 16" x 16" tee fitting; thence west 644±L.F. within a Utility easement of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 8" tee fitting.

Water Main E2:

Begin by connecting to the north leg of the abovementioned 16" x 16" tee fitting; thence north 200±L.F. within a Utility easement adjacent to the west right of way of Noyer Road of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main J1:

Begin by connecting to the east leg of the abovementioned 16" x 16" tee fitting; thence east 102±L.F. of 16" HDPE DR 11 water pipe terminating with a 16" valve and 8" blow off assembly.

Water Main E3:

Begin by connecting to the north leg of the abovementioned 16" x 16" tee fitting with a 16" x 6" reducer; thence north 706±L.F. of 6" AWWA C900 PVC water pipe terminating with the installation of a 16" x 2" tee fitting and Type V fire hydrant assembly.

Water Main G2:

Begin by connecting to the west leg of the abovementioned 16" x 2" tee fitting; thence west 847±L.F. of 2" HDPE DR 9 water pipe terminating with a 2" blow off assembly.

Water Main C3:

Begin by connecting to the south leg of the abovementioned 16" x 8" tee fitting; thence south and west 1120±L.F. within west and north right of way of Zenos Boulevard of 8" AWWA C900 PVC water pipe terminating with the installation of an 8" x 8" tee fitting.

Water Main C4:

Begin by connecting to the south leg of the abovementioned 8" x 8" tee fitting; thence south 429±L.F. within the west right of way of Zenos Boulevard of 8" AWWA C900 PVC water main terminating with the installation of a Type V fire hydrant assembly.

Water Main H1:

Begin by connecting to the west leg of the abovementioned 8" x 8" tee fitting, thence west within a Utility easement 572±L.F. of 8" AWWA C900 PVC water pipe terminating with the installation of an 8" x 8" tee fitting.

Water Main C2:

Begin by connecting to the north leg of the 16" x 16" tee fitting located within the west right of way of Zenos Boulevard and Lot #84; thence north and west 1235±L.F. within the west right of way of Zenos Boulevard and the north right of way of Ascari Cove of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 8" tee fitting.

Water Main A1:

Begin by connecting to the north leg of the abovementioned 16" x 8" tee fitting; thence north 558±L.F. within the west right of way of McLaren Boulevard of 8" AWWA C900 water pipe terminating with the installation of a Type V fire hydrant assembly.

Water Main C1:

Begin by connecting to the west leg of the abovementioned 16" x 8" tee fitting; thence west 345±L.F. within the north right of way of Ascari Cove of 16" HDPE DR11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main B3:

Begin by connecting to the north leg of the abovementioned 16" x 16" tee fitting; thence north and west 815±L.F. within the west right of way of Lagonda Trail and a Utility easement of 16" HDPE DR11 water pipe terminating with the installation of 16" valve and Type V fire hydrant.

Water Main B2:

Begin by connecting to south leg of the abovementioned 16" x 16" tee fitting with a 16" x 8" reducer fitting; thence south 408±L.F. within the west right of way of Lagonda Trail of 8" AWWA C900 PVC water pipe terminating by connecting to the north leg of the 8" x 8" tee fitting installed with water main H1.

Water Main B1:

Begin by connecting to the south leg of the 8" x 8" tee fitting installed with water main H1; thence southwest 912±L.F. within the west right of way of Lagonda Trail of 8" AWWA C900 PVC water pipe terminating with the installation of a Type V fire hydrant assembly.

Said water line to include:

3,341±L.F. of 16" HDPE DR 11 water pipe, 1100±L.F. of 12" AWWA C900 PVC water pipe, 3990±L.F. of 8" AWWA C900 PVC water pipe, 706±L.F. of 6" AWWA C900 PVC water pipe, 847±L.F. of 2" HDPE DR 9 water pipe, (17) fire hydrant assemblies and (169) residential water service connections.

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.

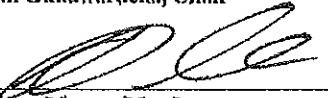
5. It is understood and agreed by and between the parties to this Contract, that the Contributor shall furnish and pay for all materials, contractual labor, equipment, permits and/or licenses required for the construction of said water main system through CONTRACTOR at a cost of \$1,389,593.89 (One million three hundred eighty nine thousand five hundred ninety three dollars and eight nine cents). The City shall provide the necessary inspecting, pressure-testing, disinfection, and engineering services, estimated at a cost of \$10,956.88 (Ten thousand nine hundred fifty six dollars and eighty eight cents). Therefore, the total value of said water main system is \$1,400,550.77 (One million four hundred thousand five hundred fifty dollars and seventy seven 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 12" water main, at a cost of \$997,056.59 (Nine hundred ninety seven thousand fifty six dollars and fifty nine cents) and fees of \$8,295.54 (Eight thousand two hundred ninety five dollars and fifty four cents), the total cost of which is \$1,005,352.13 (One million five thousand three hundred fifty two dollars and thirteen 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 12" to 16" and will bear the full costs for an additional 307±L.F. of 16" HDPE DR 11 water pipe, said total costs being \$392,537.30 (Three hundred ninety two thousand five hundred thirty seven dollars and thirty cents) and the City shall waive the inspection and testing fees for the oversized water main of \$2,661.34 (Two thousand six hundred sixty one dollars and thirty four 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 \$392,537.30 (Three hundred ninety two thousand five hundred thirty seven 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. 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 \$347,398.47 (Three hundred forty seven thousand three hundred ninety eight dollars and forty seven cents).
9. 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.
10. 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.
11. 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.

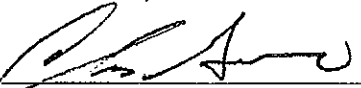
The undersigned, on behalf of the Contributor, being first duly sworn, deposes and states that the Contributor does not knowingly employ an unauthorized alien.

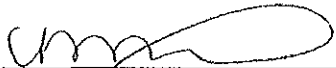
IN WITNESS WHEREOF, the parties have subscribed to the instrument the day and year first above written.

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

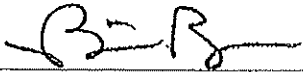
By ABSENT
Shan Gunawardena, Chair

By 
Kulinar Menon, Member

By 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

**CONTRIBUTOR
GRE Development, LLC**

By 
Brian Brown
Member
10808 LaCabreah Lane
Fort Wayne, IN 46845
260/489-7950

ACKNOWLEDGEMENT
CONTRIBUTOR

STATE OF Indiana)
) SS
COUNTY OF Allen)

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

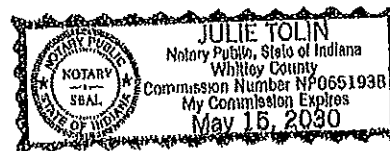
WITNESS my hand and notarial seal this 3rd day of November 2022.

My Commission Expires: _____

Julie
Notary Public Signature

Resident of _____ County

Printed Name



ACKNOWLEDGEMENT
CITY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State and County personally appeared ~~Shari Gunawardena~~ ^{ABSENT} 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 15th day of November 2022.

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: March 9, 2023
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Bentley Estates Water
Work Order 67278

Michael Kiester
3.9.2023

Council District # West

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Installation of 3,341 LF of 16", 1,100 LF of 12", 3,990 LF of 8", 706 LF of 6", and 847 LF of 2" water main pipe, 17 hydrants, and 169 residential water service connections.

Implications of not being approved: This project involves the Installation of Water Service Infrastructure to the Bentley Estates Subdivision on the South Side of Bass Road, West of Noyer Road. Without approval, this development will not be able to move forward, and the water utility may not have the water infrastructure to support future development in this area.

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

The Potable Water Developer contract for Work Order #67278 with GRE Development, LLC for the Installation of 3,341 LF of 16", 1,100 LF of 12", 3,990 LF of 8", 706 LF of 6", and 847 LF of 2" of water pipe 17 hydrants, and 169 water connections in Bentley Estates Subdivision on the South side of Bass Road at a cost of \$1,400,550.77. Included in this contract is the oversizing of 3,034 LF of 12" to 16" Water Main and installation of an additional 307 LF of 16" Water Main. The City shall bear the Oversizing and Additional water Main costs in the amount of \$392,537.30.

The cost of said project funded by Water Revenue.

Council Introduction Date 3/14/2023

CC: Matthew Wirtz
Jill Helfrich
File