

BILL NO. S-23-05-02

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving AMENDED POTABLE WATER CONTRACT – SIGNAL RIDGE SUBDIVISION – WORK ORDER NO. 67281 – (\$936,878.93) 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 AMENDED POTABLE WATER CONTRACT - SIGNAL RIDGE SUBDIVISION – WORK ORDER NO. 67281 - 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 8,417 LF OF PIPE AND RELATED APPURTENANCES, 17 HYDRANTS, AND 153 WATER SERVICE CONNECTIONS;

involving a total cost of NINE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-EIGHT AND 93/100 DOLLARS - (\$936,878.93). 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

AMENDED POTABLE WATER CONTRACT

CONTRACT NO. 2022-W-0202

WORK ORDER NO. 67281

THIS POTABLE WATER CONTRACT ("Contract") is made and entered into this _____ day of _____, 20____, 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 Signal Ridge, located in the NW ¼ of Section 3, T30N, R11E, Aboite Township of Allen County, Indiana as follows:

Water Main E1:

Begin by connecting to a 12" tapping valve located within the east right of way of Scott Road and Seegar Boulevard; thence west 1280±L.F. within a platted easement of 16" HDPE DR11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main E2:

Begin by connecting to the north leg of the abovementioned 16" x 16" tee fitting; thence north and west 1559±L.F. within a platted easement and the west right of way of Catesby Court of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 8" tee fitting.

Water Main F1:

Begin by connecting to the west leg of the abovementioned 16" x 16" tee fitting; thence west and north 1523±L.F. within a platted easement and the west right of way of Pleasant Hill Place of 8" AWWA C900 PVC water pipe terminating by connecting to the abovementioned 16" x 8" tee fitting.

Water Main D2:

Begin by connecting to the west leg of the abovementioned 16" x 8" tee fitting; thence west 243±L.F. within the south right of way of Catesby Court of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main D1:

Begin by connecting to the west leg of the abovementioned 16" x 16" tee fitting via a 16" x 8" reducer and 8" valve, thence west and south 200±L.F. within the south right of way of Wild Iris Cove of 8" AWWA C900 PVC water pipe terminating with the installation of an 8" valve and 2" blow off assembly.

Water Main A1:

Begin by connecting to the north leg of the 16" x 16" tee fitting located near the southwest intersection of Catesby Court and Signal Ridge Run; thence north 578±L.F. within the west right of way of Signal Ridge Run of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main H1:

Begin by connecting to the north leg of the abovementioned 16" x 16" tee fitting via a 16" x 6" reducer and 6" valve; thence north and east 269±L.F. within the west right of way of Signal Ridge Run of 6" AWWA C900 PVC water pipe terminating with a 6" x 2" reducer fitting.

Water Main H2:

Begin by connecting to the abovementioned 6" x 2" reducer fitting; thence east 367±L.F. within a Utility easement of 2" HDPE DR 9 water pipe terminating with the installation of a 2" blow off assembly.

Water Main B2:

Begin by connecting to the west leg of the abovementioned 16" x 16 tee fitting; thence west 589±L.F. within the north right of way of Waterwheel Way of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 8" tee fitting.

Water Main C1:

Begin by connecting to the south leg of the abovementioned 16" x 8" tee fitting; thence south 515±L.F. within the west right of way of Winsome Cove of 8" AWWA C900 PVC water pipe terminating with the installation of a Type V fire hydrant assembly.

Water Main B1:

Begin by connecting to the west leg of the abovementioned 16" x 8" tee fitting; thence west 157±L.F. within the north right of way Waterwheel Way of 16" HDPE DR 11 water pipe terminating with the installation of a 16" valve and 8" blow off assembly.

Said water line to include: 4,406±L.F. of 16" HDPE DR 11 water pipe, 2,238±L.F. of 8" AWWA C900 PVC water pipe, 269±L.F. of 6" AWWA C900 PVC water pipe, 367±L.F. of 2" HDPE DR9 water pipe, (17) fire hydrant assemblies and (121) 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 \$936,878.93 (Nine hundred thirty six thousand eight hundred seventy eight dollars and ninety three cents). The City shall provide the necessary inspecting, pressure-testing, and disinfection estimated at a cost of \$9,103.06 (Nine thousand one hundred three dollars and six cents). Therefore, the total value of said water main system is \$945,981.99 (Nine hundred forty five thousand nine hundred eighty one dollars and ninety nine 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 \$590,925.67 (Five hundred ninety thousand nine hundred twenty five dollars and sixty seven cents) and fees of \$5,817.68 (Five thousand eight hundred seventeen dollars and sixty eight cents), the total cost of which is 596,743.35 (Five hundred ninety six thousand seven hundred forty three dollars and thirty five cents). The City will bear the costs of oversizing the water main from the base size of 8" to 16" said total costs being \$345,953.26 (Three hundred forty five thousand nine hundred fifty three dollars and twenty six cents) and the City shall waive the inspection and testing fees for the oversized water main of \$3,285.38 (Three thousand two hundred eighty five dollars and thirty eight 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 \$345,953.26 (Three hundred forty-five thousand nine hundred fifty-three dollars and twenty-six cents) and be called the "Total Amount." The Total Amount shall be paid in the manner described in the following paragraph.
7. Contributor and be called the "Total Amount." The Total Amount shall be paid in the manner described in the following paragraph.
8. The payment of the Total Amount shall be made within 30 days after acceptance of the water main by the Board of Public Works.
9. 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.
10. 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 \$234,219.73 (Two hundred thirty four thousand two hundred nineteen dollars and seventy three cents).
11. 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.
12. 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.
13. 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.

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

CONTRIBUTOR
GRE Development LLC

By _____
Shan Gunawardena, Chair

By  _____
Brian Brown
Managing Member
10808 LaCabreah Lane
Fort Wayne, IN 46845
260/489-1950

By _____
Kumar Menon, Member

By _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT
CONTRIBUTOR

STATE OF INDIANA)
COUNTY OF ALLEN) SS

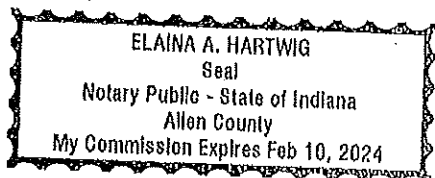
Before me, a Notary Public in and for said State and County personally appeared Brian Brown as Managing Member for GRE Development LLC, and acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19 day of APRIL 20 23.

My Commission Expires: 2/10/2024

Resident of ALLEN County

Elaina A. Hartwig
Notary Public Signature
ELAINA A HARTWIG
Printed Name



NP 0679828

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 _____ day of _____ 20 _____.

My Commission Expires: _____

Resident of _____ County

Notary Public Signature

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: April 26, 2023
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Signal Ridge Water – Work Order 67281

Michael Kiester
4.26.2023

Council District # West

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Installation of 8,417 LF of pipe and related appurtenances, 17 hydrants, and 153 water service connections.

Implications of not being approved: The Installation of Water Infrastructure in the Signal Ridge Subdivision will provide water service to not only the new customers of this subdivision, but also the new customers in the other new subdivisions west of Signal Ridge.

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

The Potable Water Developer contract for Work Order #67281 with GRE Development, LLC for the Installation of 8,417 LF of pipe and related appurtenances, 17 hydrants, and 153 water connections in Signal Ridge Subdivision on the South side of Bass Road, west of Scott Road at a cost of \$936,878.93.

The cost of said project funded by Water Revenue.

Council Introduction Date 5/9/2023

CC: Matthew Wirtz
Jill Helfrich
File