

1 **BILL NO. S-23-06-28**

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving POTABLE WATER
4 DEVELOPER CONTRACT – VALDOSTA WATER -
5 WORK ORDER #67301 – (\$981,558.10) – between
6 PALMIRA DEVELOPMENT II, LLC and the City of Fort
Wayne, Indiana, by and through its Board of Public
Works.

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

9 **SECTION 1.** That the POTABLE WATER DEVELOPER
10 CONTRACT – VALDOSTA WATER - WORK ORDER #67301 – (\$981,558.10) –
11 between PALMIRA DEVELOPMENT II, LLC and the City of Fort Wayne, Indiana,
12 by and through its Board of Public Works, is hereby ratified, and affirmed and
13 approved in all respects, respectfully for:
14

15 All labor, insurance, material, equipment, tools, power, transportation,
16 miscellaneous equipment, etc., necessary for INSTALLATION OF
17 3,137 LF of 16" water pipe, 2,284 LF of 8" water pipe, 600 LF of 2"
18 water pipe, and 12 fire hydrant assemblies, and 61 water service
connections;

19 involving a total cost of NINE HUNDRED EIGHTY-ONE THOUSAND FIVE
20 HUNDRED FIFTY-EIGHT and 10/100 DOLLARS - (\$981,558.10). A copy of said
21 Contract is on file with the Office of the City Clerk and made available for public
22 inspection, according to law.

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

25 _____
26 Council Member

27 APPROVED AS TO FORM AND LEGALITY

28 _____
29 Malak Heiny, City Attorney
30

POTABLE WATER CONTRACT

CONTRACT NO. 2022-W-0284

WORK ORDER NO. 67301

THIS POTABLE WATER CONTRACT ("Contract") is made and entered into this 23 day of May, 20 23, by and between Palmira Development II, 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 Valdosta, as follows:

Water Main #1:

Begin by connecting to an existing 16" valve located 268±L.F. east of the east of Livingston Lakes Way and 36±L.F. south of the south right of way of Bass Road; thence southeast 245±L.F. within a 14' wide platted easement, east 770±L.F. within the north right of way of Corte Madera Run of 16" HDPE DR 11 water pipe, 16" x 16" tee fitting and 15±L.F. of 16" HDPE DR 11 water pipe terminating with the installation of a Type V fire hydrant assembly.

Water Main #2:

Begin by connecting to the south branch of the abovementioned 16" x 16" tee fitting; thence south 470±L.F. within the east right of way of Corte Madera Run of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main #3:

Begin by connecting to the west branch of the abovementioned 16" x 16" tee fitting via a 16" x 8" reducer fitting; thence west 350±L.F. within the south right of way of Winter Quarters Pass of 8" AWWA C900 PVC water pipe terminating with the installation of a Type V fire hydrant assembly.

Water Main #4:

Begin by connecting to the east branch of the abovementioned 16" x 16" tee fitting; thence east 290±L.F. within the south right of way of Winter Quarters Pass of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main #5:

Begin by connecting to the north branch of the abovementioned 16" x 16" x 8" tee fitting, thence north 240±L.F. within the west right of way of Paradise Cay Court of 8" AWWA C900 PVC water pipe terminating with the installation of a Type V fire hydrant assembly.

Water Main #6:

Begin by connecting to the east branch of the abovementioned 16" x 16" x 8" tee fitting; thence east 287±L.F. within the south right of way of Winter Quarter Pass of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main #7:

Begin by connecting to the south branch of the abovementioned 16" x 16" tee fitting via a 16" x 8" reducer fitting; thence southwest 330±L.F. within the west right of way of Talullah Trail and southwest 254±L.F. within a 7' wide platted utility easement of 8" C900 PVC water pipe terminating with the installation of an 8" valve and blow off assembly.

Water Main #8:

Begin by connecting to the north branch of the abovementioned 16" x 16" tee fitting; thence north 475±L.F. within the west right of way of Talullah Trail of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 16" tee fitting.

Water Main #9:

Begin by connecting to the east branch of the abovementioned 16" x 16" tee fitting; thence east 395±L.F. within the north right of way of Iron Works Way of 16" HDPE DR 11 water pipe terminating with the installation of a 16" x 8" tee fitting.

Water Main #10:

Begin by connecting to the north branch of the abovementioned 16" x 16" tee fitting via a 16" x 8" reducer fitting; thence north 170±L.F. within the west right of way of Talullah Trail of 8" AWWA C900 PVC water pipe terminating with the installation of an 8" x 2" tee fitting and 8" valve.

Water Main #10:

Begin by connecting to the east branch of the abovementioned 16" x 16" tee fitting; thence east 600±L.F. with 2" HDPE DR9 water pipe terminating with a 2" blow off assembly.

Water Main #11:

Begin by connecting to the east branch of the abovementioned 16" x 8" tee fitting; thence east 190±L.F. within the north right of way of Iron Works Way of 16" HDPE DR 11 water pipe terminating by connection to an existing 16" valve.

Water Main #12:

Begin by connecting to the south branch of the abovementioned 16" x 8" tee fitting; thence south 740±L.F. within the west right of way of Tamalpals Drive of 8" AWWA C900 PVC water pipe and east 200±L.F. within the south right of way of Tamalpals Drive terminating with the installation of a Type V fire hydrant assembly.

Said water line to include: 3137±L.F. of 16" HDPE DR 11 water pipe, 2284±L.F. of 8" AWWA C900 PVC water pipe, 600±L.F. of 2" HDPE DR 9 water pipe, (12) fire hydrant assemblies and (61) residential water service connections.

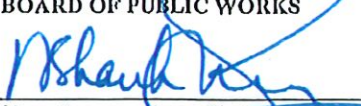
2. It is agreed that all service connections as defined in Paragraph 1 shall be installed by the Contributor or its agent. If subsequent to its installation and prior to the establishment of a water service account with City, any part of the service connection, excepting the water tap, cannot be located, 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 \$974,281.96 (Nine hundred seventy four thousand two hundred eighty one dollars and ninety six cents). The City shall provide the necessary inspecting, pressure-testing and disinfection services estimated at a cost of \$7,276.14 (Seven thousand two hundred seventy six dollars and fourteen cents). Therefore, the total value of said water main system is \$981,558.10 (Nine hundred eighty one thousand five hundred fifty eight dollars and ten 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 \$515,256.09 (Five hundred fifteen thousand two hundred fifty six dollars and nine cents) and inspection and testing fees of \$5,979.72 (Five thousand nine hundred seventy nine dollars and seventy two cents), the total cost of which is \$521,235.81 (Five hundred twenty one thousand two hundred thirty five dollars and eighty one 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", said costs being \$459,025.87 (Four hundred fifty nine thousand twenty five dollars and eighty seven cents) and the City shall waive the inspection and testing fees for the oversized water main of \$1,296.42 (One thousand two hundred ninety six dollars and forty two 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 \$459,025.87 (Four hundred fifty nine thousand twenty five dollars and eighty seven cents) shall be paid by the City to the Contributor 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 \$243,570.49 (Two hundred forty three thousand five hundred seventy dollars and forty nine 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 a 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 Fleming Excavating Inc. 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

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

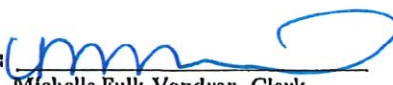
By


Kumar Menon, Member

By


Chris Guerrero, Member

ATTEST:


Michelle Fulk-Vondran, Clerk

CONTRIBUTOR

Palmira Development II, LLC

By


Jeffrey M. Thomas
Member

9601 Coldwater Road
Fort Wayne, IN 46825
260/489-2000

ACKNOWLEDGEMENT
CONTRIBUTOR

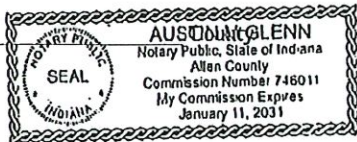
STATE OF IN)
COUNTY OF Allen) SS

Before me, a Notary Public in and for said State and County personally appeared Jeffrey M. Thomas as Member for Palmira Development II, 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 11th day of May 2022.

My Commission Expires: _____

Resident of _____



Austin M. Glenn
Notary Public Signature

Austin M. Glenn
Printed Name

ACKNOWLEDGEMENT
CITY

STATE OF INDIANA)
COUNTY OF ALLEN) SS

Before me, a Notary Public in and for said State and County personally appeared Shan Gunnwardena, 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 24th day of May 2023.

My Commission Expires: _____

Resident of _____ County



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: June 15, 2022
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Valdosta Water-Work Order 67301

Michael Kiester
6.21.2022

Council District: West

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Installation of 3,137 LF of 16" water pipe, 2,284 LF of 8" water pipe, 600 LF of 2" water pipe, and 12 fire hydrant assemblies, and 61 water service connections.

Implications of not being approved: This installation of water service to Bass and Eme Roads will provide for current and future growth in the area.

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

The Potable Water Developer contract for Work Order # 67301 with Palmira Development II, LLC for the installation of approximately of 3,137 LF of 16" water pipe, 2,284 LF of 8" water pipe, 600 LF of 2" water pipe, and 12 fire hydrant assemblies, and 61 water service connections in and around the area of Valdosta Subdivision at a cost of \$981,558.10.

The cost of said project funded by Water Revenue.

Council Introduction Date 6/27/2023

CC: Matthew Wirtz
Jill Helfrich
File