

PHONE574/235-9251FAX574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR BOARD OF PUBLIC WORKS

July 27, 2021

Mr. David Eckrich Adams Road Development Corporation 51013 Gumwood Rd. Granger IN 46530 knollwoodhomes@comcast.net

RE: Sewer and Water Service Agreement

Dear Mr. Eckrich:

At its July 27, 2021 meeting, the Board of Public Works approved the above referenced agreement for a public sewer & water extension to serve Phase II of the Bradford Shores Development.

Please forward the following documents <u>in one submittal by August 10, 2021</u> to my attention for Board of Public Works approval at <u>lhensley@southbendin.gov</u> :

- 1) One (1) signed original of the Public Works Contract (enclosed)
- 2) Letter of Credit in the Amount of (125% of Construction Costs) or a Performance Bond (125% of Construction Costs), attached as Exhibit C

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

/s/ Laura Hensley/Acting

Anne Fuchs, Clerk

Enclosures AF/lh

SEWER AND WATER SERVICE AGREEMENT

This Sewer and Water Service Agreement ("Agreement") is made on the <u>27th.</u> day of <u>July</u>, 20<u>21</u> by and between the Adams Road Development II Corporation ("Owner") and the City of South Bend, a municipal corporation existing under the laws of Indiana, acting by and through its Board of Public Works ("City").

WHEREAS, Owner intends to develop 24.16 acres of real estate located within St. Joseph County, Indiana; and

WHEREAS, Owner plans to extend and make additions to existing water and sanitary sewer systems to serve said development as shown on the <u>Exhibit A</u>, attached and incorporated hereto (the "Dedicated Improvements"), and desires certain commitments from City; and

WHEREAS, the engineering design for said Dedicated Improvements has been, or will be, accomplished by competent professional engineers registered and licensed in the State of Indiana; and

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, the adequacy of which the parties expressly acknowledge, Owner and the City agree as follows:

1. Recitals

The parties hereto acknowledge and agree that the foregoing recitals are incorporated herein as a part of this Agreement.

2. Construction Inspection

The Owner has provided the City with Exhibit A, which depicts drawings of the Dedicated Improvements, which the City acknowledges conforms to the City's standards. The Owner shall allow the City to inspect the Dedicated Improvements during construction to ensure conformance to the agreed standards set forth in Exhibit A, in particular with regard to area planning requirements, adequacy of design, and quality of construction. The Owner shall contact the City's Engineering Department at least two (2) business days in advance to arrange for the attendance of a City inspector at key milestones throughout work. Key milestones shall include but not limited to: mandrel deflection testing, sanitary sewer taps, and water main taps. The Owner agrees to perform any necessary adjustments as reasonably requested by the City to ensure the Dedicated Improvements are constructed in accordance with Exhibit A.

3. Permits

It shall be Owner's sole responsibility and expense to obtain any and all permits associated with the construction and installation of the Dedicated Improvements and to comply with all applicable laws.

4. Engineer's Estimate

The Owner has provided an Engineer's Estimate (See Exhibit B, incorporated herein by reference and attachment) for the cost to construct the remaining portion of the water main portion of the Dedicated Improvements, including but not limited to, excavation, pipe materials, valves, hydrants, and all other appurtenant materials, supplies and equipment, permit fees, backfill and bedding, pavement, curbs, sidewalks, signs, and restoration of the areas within the proposed R.O.W.

5. Performance Bond

Owner shall provide the City with a performance bond, or in the alternative, the Owner may provide the City with an irrevocable letter of credit from an Indiana financial institution approved by the department of financial institutions, for an amount equal to one hundred twenty–five percent (125%) of the construction cost covering all work performed or to be performed pursuant to this Agreement. Owner's failure to provide the performance bond or irrevocable letter of credit, as prescribed herein, shall cause this Agreement to be immediately terminated and of no effect, without the requirement of notice. The performance bond shall be provided concurrently with the execution of this Agreement and attached as <u>Exhibit C</u>.

6. Maintenance Bond

Within ten (10) days of City's acceptance of the Dedicated Improvements, Owner shall provide the City with a maintenance bond equal to ten percent (10%) of the construction cost covering all work performed or to be performed pursuant to this Agreement, and such bond shall remain in effect for three (3) years after dedication as described in Section 10 below.

7. Term

Except as otherwise provided herein, this Agreement shall continue for a period of sixteen (16) months from the Effective Date of this Agreement, or upon the issuance of the relevant occupancy permit(s), whichever occurs last.

8. Dedication

Upon completion of the construction of the Dedicated Improvements substantially as depicted in Exhibit A, the Owner shall also convey an easement and dedicate to the City within such easement the Dedicated Improvements as public infrastructure. It is understood by the Owner that no dedication shall be accepted by the City until all required easements have been conveyed, accepted, and recorded by the City. It is also understood by Owner and the City that water main and sanitary sewer constructed in previous phases shall be dedicated to the City. The Owner shall use its best efforts to work with the City to ensure that the Dedicated Improvements are dedicated to the City in a timely manner.

Additionally, prior to dedication, the following must be satisfied:

- a. All parts and labor must meet the standards and requirements stated in the design specifications as presented to and accepted by the City's Engineering Department.
- b. Lien waivers must be received with regard to all workmanship and materials used in connection with these improvements.
- c. The Completion Affidavit must be furnished to Owner by the South Bend, Indiana Board of Public Works.
- d. Owner must provide copies of test reports or cut sheets on all materials supplied.
- e. Owner must provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works, which may be found at https://southbendin.gov/wp-content/uploads/2020/05/Prevailing-Supplemental-Specifications.pdf

Owner's failure to comply with this Section 8 shall be a material breach of this Agreement.

9. System Development Charges

Simultaneously with the execution of this Agreement, the Owner shall pay the City a sum of \$32,076 (thirty two thousand, seventy six dollars and 00/100) for access to the City's water and sewer sanitary systems set forth as Exhibit D. For purposes of this section 9 of the Agreement, an equivalent residential unit ("ERU") shall mean a single-family residence. For purposes of

customers that are not single-family residences, one ERU shall equal estimated wastewater and water flows of 310 gallons per day, respectively. No customer will be less than one ERU.

For every new connection to the South Bend Municipal Sewer Works, a capital contribution of \$1,145 shall be collected per ERU. For every new connection to the South Bend Municipal Water Works, a system development charge of four hundred seventy-five dollars (\$475.00) shall be collected per ERU and additional portion thereof to be connected. All charges shall be paid to the City at the time the application for connection is filed. For all other types of structures, the ERU calculation shall be based upon the ratio of Average Daily Flow as computed pursuant to 327 IAC 3-6-11 in relationship to 310 gallons per day. For structures not listed in 327 IAC 3-6-11, the ERU shall be calculated as the relationship between the Average Daily Flow reported in the sewer capacity certification for the structure and 310 gallons per day.

For customers with greater than 20 ERUs, the ERU shall be adjusted based upon the Peaking Factor as computed herein. The Peaking Factor shall be calculated by dividing the Peak Daily Flow by the Average Daily Flow, both as reported in the sewer and water capacity certifications. In no event will a Peaking Factor less than 2.0 be used for purposes of the adjustment. The Peaking Factor divided by 4.0 (the Peaking Factor for residential connections) will be multiplied by the number of ERUs for purposes of computing the capital contribution owed by the customer. The City reserves the right to require an additional capital contribution should Owner's flow rate exceed the predicted level. Such additional capital contribution will be based on the proportional share of Owner's use of the City's water and/or sewer sanitary system.

10. Waiver of Remonstration

Owner agrees to waive its right to remonstrate and hereby consent to annexation. Further, Owner agrees to execute a petition of annexation upon request by the City.

11. Indemnification

Owner agrees and undertakes to indemnify and hold the City, and its respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of this Agreement. If any action is brought against the City or its respective agents, employees, successors, or assigns, in connection with this Agreement, Owner agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

12. Insurance

Owner, or the owner's contractor, at Owner's sole expense, shall maintain during the term of this Agreement, commercial general liability insurance covering the Owner and the Dedicated Improvements in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. Owner agrees to provide to the City a certificate of insurance evidencing such coverage within ten (10) days of the execution hereof.

13. Assignment

This Agreement may not be assigned by the Owner without the express written consent of the City which such consent may be withheld for any reason. Any violation of this limitation shall terminate the City's obligation and forfeit the Owner's rights under this Agreement.

14. Material Breach

In the event either party breaches any of the provisions set forth herein, the non-breaching party shall provide written notice of the breach to the breaching party. Upon receipt of the notice, the breaching party shall use its good faith efforts to cure the breach as soon as practical. In the event the breach is not cured within a reasonable amount of time, the non-breaching party may terminate this Agreement and pursue its legal and equitable remedies.

15. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted according to the laws of the State of Indiana and shall be enforced in any court of competent jurisdiction in St. Joseph County, Indiana. It is further agreed that all provisions of law now or hereafter in effect relating to water and sewer service by the City shall be applicable to this Agreement.

16. Severability

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Waiver

No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. The waiver will not be construed to be a waiver of any succeeding breach of any such provision, a waiver of the provision itself, or a waiver of any other provisions of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have under this Agreement will operate as a waiver of any breach or default.

18. Time

Time is of the essence of this Agreement.

19. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Owner and the City as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

20. Corporate Authority

The person signing on behalf of the Owner represents that he/she has been duly authorized to execute this Agreement on behalf of said Owner.

IN WITNESS WHEREOF, the Owner and the City, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Owner and the City, through their duly authorized representatives, have caused this Agreement to be executed as of the date first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures, hereby agree to its terms.

"OWNER" ADAMS ROAD DEVELOPMENT II CORPORATION

CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS

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Elizabeth A. Maradik, President

Harry a Hilot

Gary A. Gilot, Member

Jordan V. Gathers, Member

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Joseph R. Molnar, Member

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Murray L. Miller, Member

ATTEST:

Jama D. Hensley / Acting

Anne Fuchs, Clerk

By:_____ Printed:_____ Title:_____

EXHIBIT A

DEDICATED IMPROVEMENTS

CITY OF SOUTH BEND, INDIA DEPARTMENT OF PUBLIC WC PROJECT SEWER WATER TRAFFIC STREET



SITE PLAN



CITY	OF	SOUTH	BEND,	INDIA	NA PR	EVAILI	NG SPE	CIFICATIONS	LATEST	EDITION,
			T	D BE	USED	WITH	THESE	PLANS.		

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CITY OF SOUTH BEND, I BOARD OF PUBLIC WOF BUCK Elizabeth A. Maradik, Presi	RKS	H& Jordan V. Gath	iers, Member	
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Gary A. Gilot, Member		Murray L. Mill		
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Joseph R. Molnar, Member		Attest: Anne F	Fuchs, Clerk	
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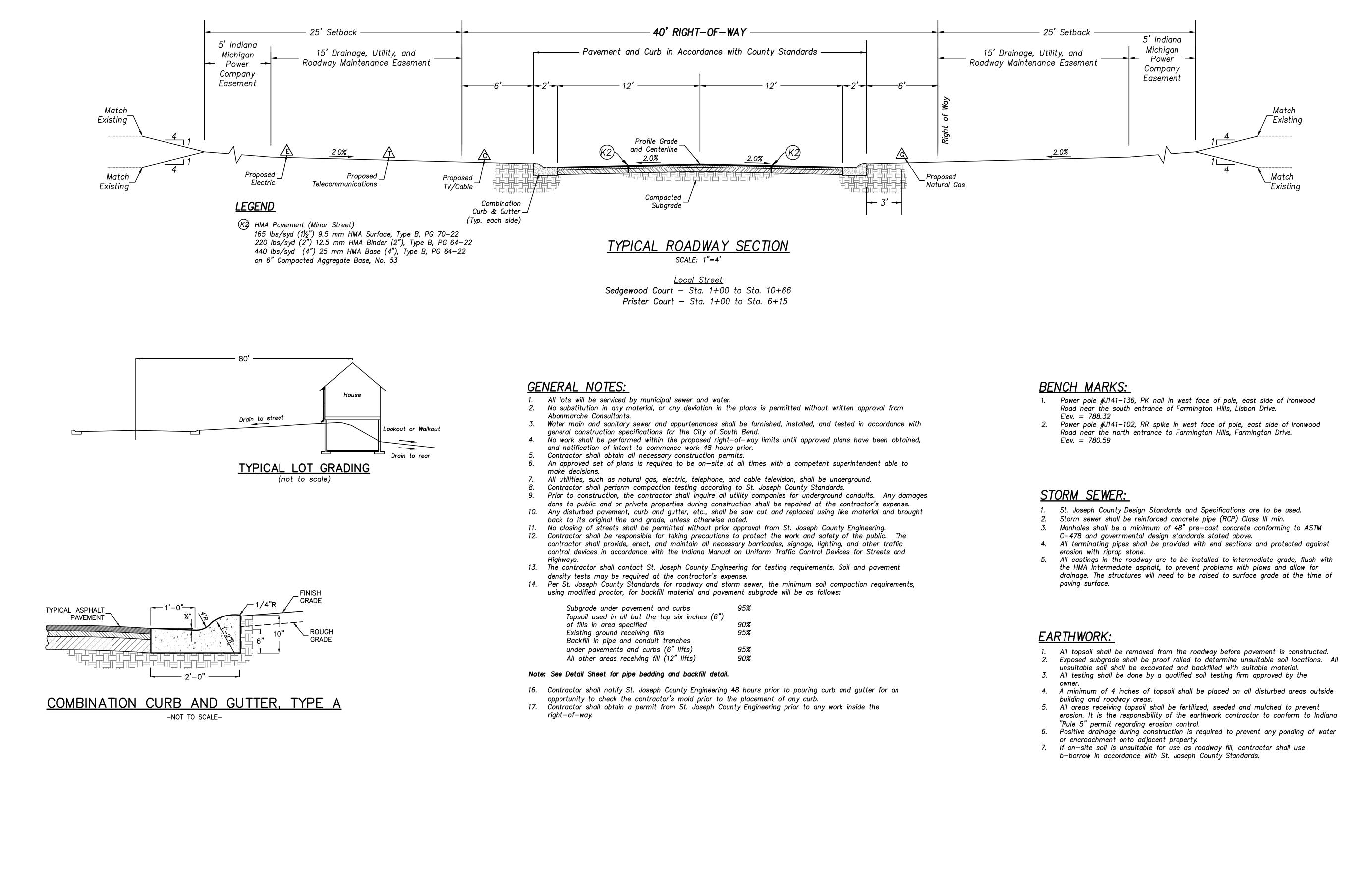
0.18 MI

515 LF

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DED BY AFF
DATE
7/21/21
STRATION AND DESIGN 7/21/2021
CITY ENGINEER 07/22/2021
CONSTRUCTION
WATER WORKS
/

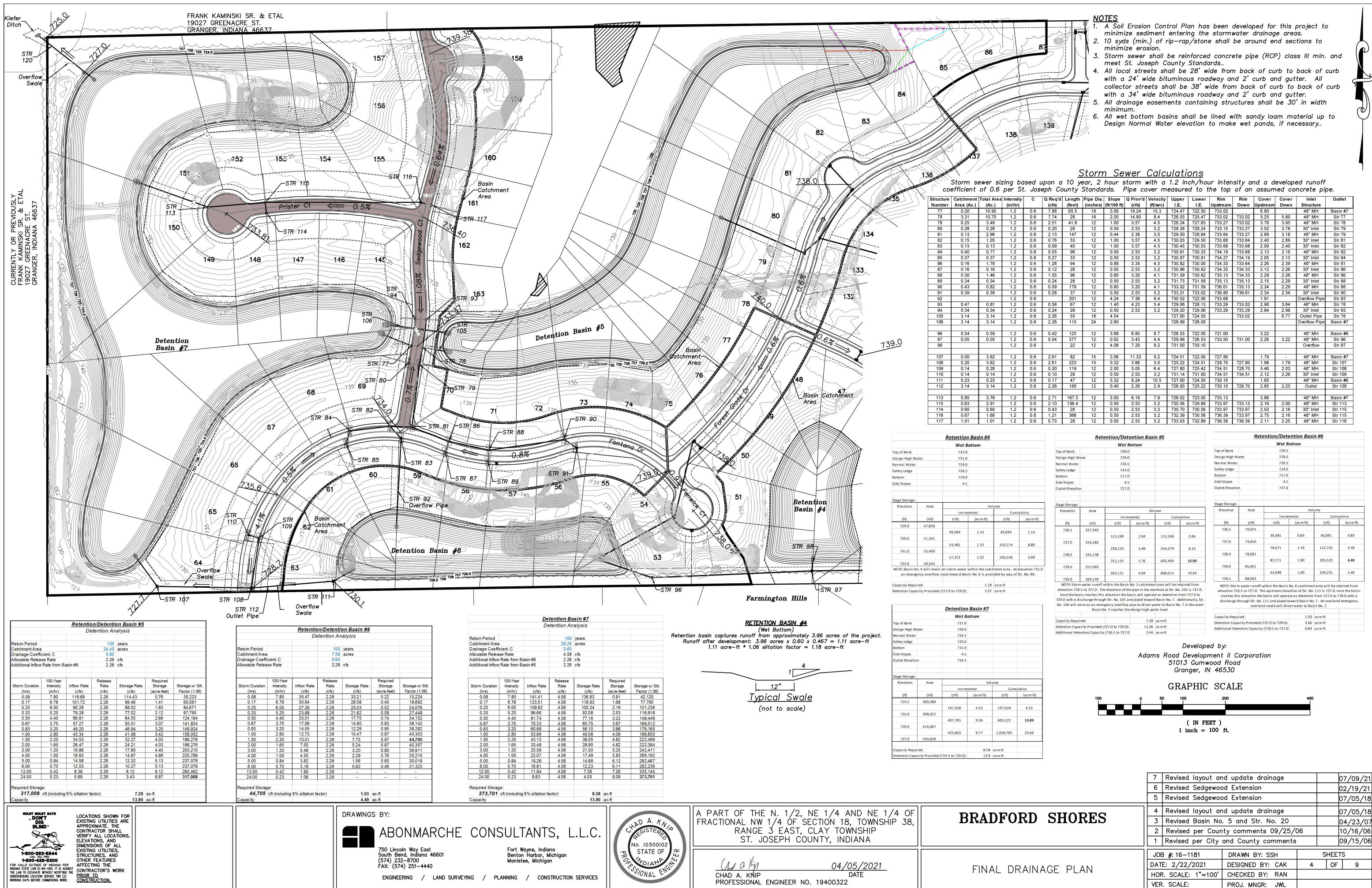
PLANS PREPARED FOR: ADAMS ROAD EVELOPMENT II CORPORATION 51013 GUMWOOD ROAD GRANGER, INDIANA, 46530 PROFESSIONAL ENGINEER NO. 19400322



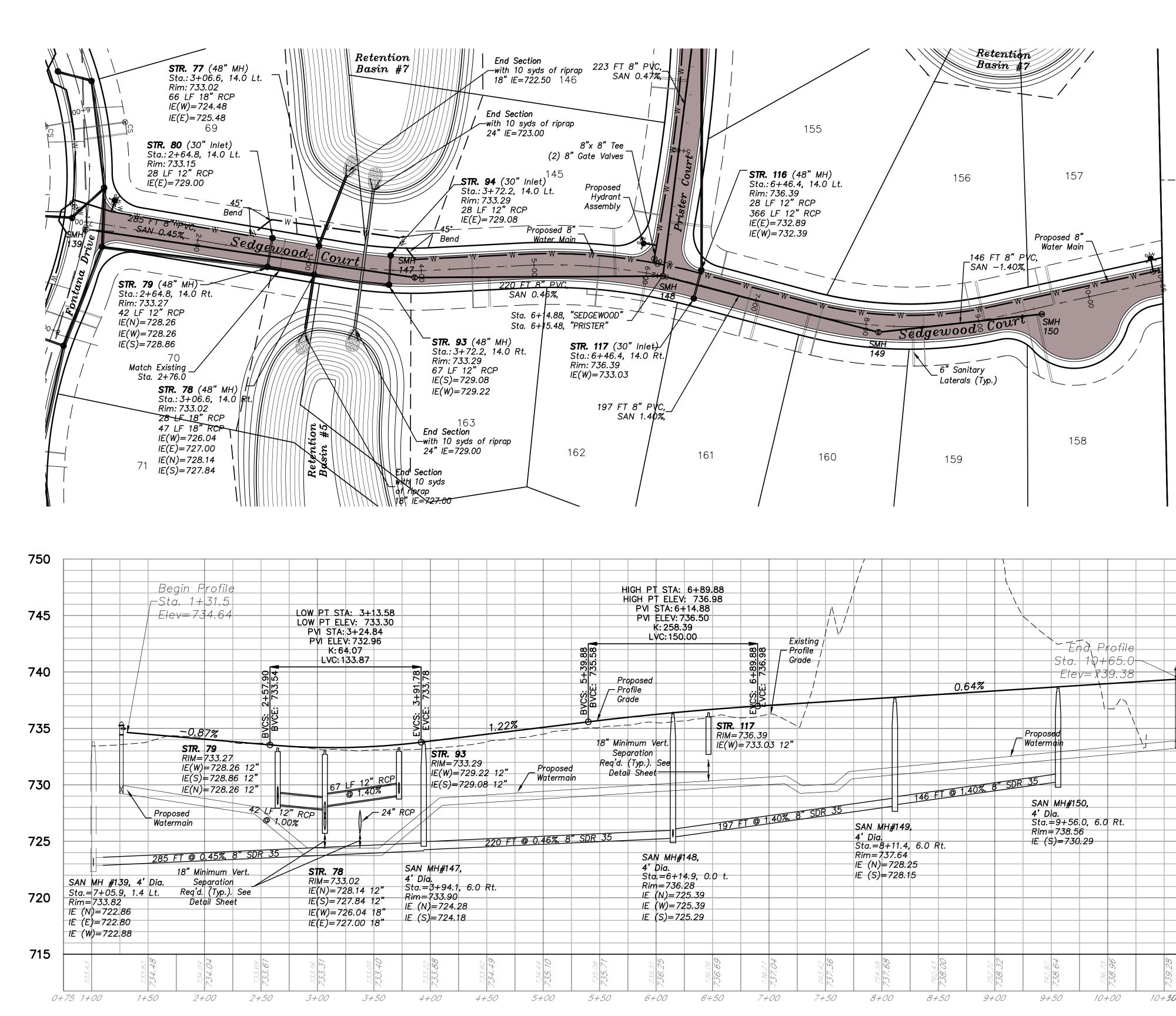
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Sedgewood	Court	_	Sta.	1+00	to	Sta.	10+66
Prister	Court	—	Sta.	1+00	to	Sta.	6+15

Subgrade under pavement and curbs	95%
Topsoil used in all but the top six inches (6")	
of fills in area specified	90%
Existing ground receiving fills	95 %
Backfill in pipe and conduit trenches	
under pavements and curbs (6" lifts)	95 %
All other areas receiving fill (12" lifts)	90%

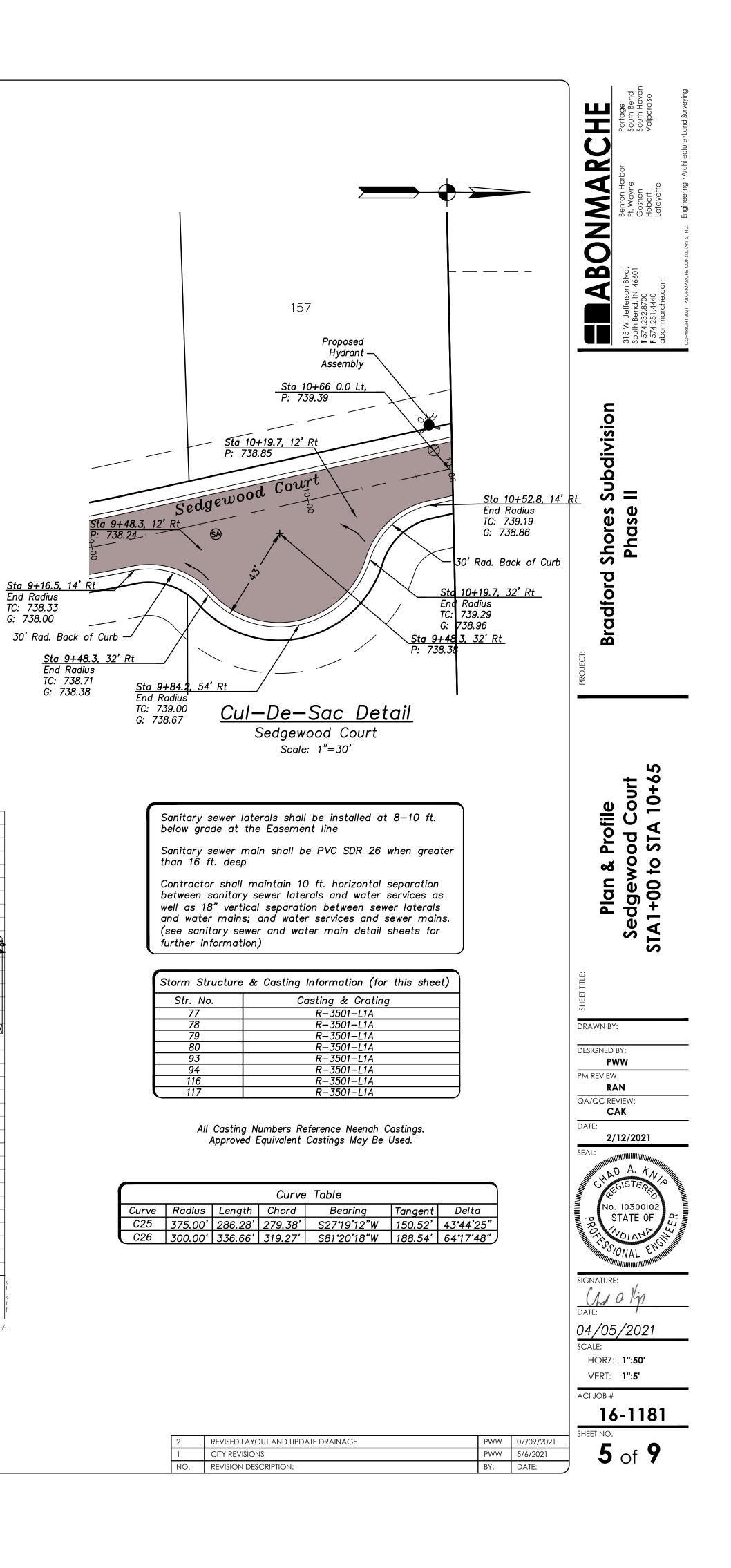




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nent	Total Area	Intensity	С	Q Req'd	Length	Pipe Dia.	Slope	Q Prov'd	Velocity	Upper	Lower	Rim	Rim	Cover	Cover	Inlet	Outlet
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)	10.95	1.2	0.6	7.88	65.5	18	3.00	18.24	10.3	724.47	722.50	733.02		6.80		48" MH	Basin #7
	10.75	1.2	0.6	7.74	28	18	2.00	14.90	8.4	726.03	725.47	733.02	733.02	5.25	5.80	48" MH	Str 77
;	3.49	1.2	0.6	2.51	41.8	12	1.00	3.57	4.5	728.24	727.83	733.27	733.02	3.78	3.95	48" MH	Str 78
3	0.28	1.2	0.6	0.20	28	12	0.50	2.53	3.2	728.38	728.24	733.15	733.27	3.52	3.78	30" Inlet	Str 79
	2.96	1.2	0.6	2.13	147	12	0.44	2.38	3.0	729.50	728.84	733.64	733.27	2.89	3.18	48" MH	Str 79
i	1.05	1.2	0.6	0.76	53	12	1.00	3.57	4.5	730.03	729.50	733.68	733.64	2.40	2.89	30" Inlet	Str 81
;	0.13	1.2	0.6	0.09	40	12	1.00	3.57	4.5	730.43	730.03	733.68	733.68	2.00	2.40	30" Inlet	Str 82
)	0.77	1.2	0.6	0.55	96	12	0.50	2.53	3.2	730.81	730.33	734.19	733.68	2.13	2.10	48" MH	Str 82
,	0.37	1.2	0.6	0.27	33	12	0.50	2.53	3.2	730.97	730.81	734.27	734.19	2.05	2.13	30" Inlet	Str 84
6	1.78	1.2	0.6	1.28	94	12	0.88	3.35	4.3	730.82	730.00	734.33	733.64	2.26	2.39	48" MH	Str 81
6	0.16	1.2	0.6	0.12	28	12	0.50	2.53	3.2	730.96	730.82	734.33	734.33	2.12	2.26	30" Inlet	Str 86
)	1.46	1.2	0.6	1.05	96	12	0.80	3.20	4.1	731.59	730.82	735.13	734.33	2.29	2.26	48" MH	Str 86
	0.34	1.2	0.6	0.24	28	12	0.50	2.53	3.2	731.73	731.59	735.13	735.13	2.15	2.29	30" Inlet	Str 88
	0.82	1.2	0.6	0.59	179	12	0.80	3.20	4.1	733.02	731.59	736.61	735.13	2.34	2.29	48" MH	Str 88
)	0.39	1.2	0.6	0.28	37	12	0.50	2.53	3.2	733.21	733.02	736.80	736.61	2.34	2.34	30" Inlet	Str 90
		1.2	0.6		201	12	4.24	7.36	9.4	730.52	722.00	733.68		1.91		Overflow Pipe	Str 83
,	0.81	1.2	0.6	0.58	67	12	1.40	4.23	5.4	729.06	728.13	733.29	733.02	2.98	3.64	48" MH	Str 78
ŀ	0.34	1.2	0.6	0.24	28	12	0.50	2.53	3.2	729.20	729.06	733.29	733.29	2.84	2.98	30" Inlet	Str 93
ŀ	3.14	1.2	0.6	2.26	55	18	4.54			727.00	724.50		733.02		6.77	Outlet Pipe	Str 78
Ļ	3.14	1.2	0.6	2.26	115	24	2.60			728.99	726.00					Overflow Pipe	Basin #7
Ļ	0.59	1.2	0.6	0.42	123	12	3.68	6.85	8.7	726.53	722.00	731.00		3.22		48" MH	Basin #6
;	0.05	1.2	0.6	0.04	377	12	0.92	3.43	4.4	729.99	726.53	733.50	731.00	2.26	3.22	48" MH	Str 96
		1.2	0.6		22	12	4.06	7.20	9.2	731.00	730.10					Overflow	Str 97
)	3.62	1.2	0.6	2.61	82	15	3.06	11.33	9.2	724.51	722.00	727.80		1.79	-	48" MH	Basin #7
)	3.62	1.2	0.6	2.61	223	15	0.32	3.66	3.0	725.22	724.51	728.70	727.80	1.98	1.79	48" MH	Str 107
	0.28	1.2	0.6	0.20	119	12	2.00	5.05	6.4	727.80	725.42	734.51	728.70	5.46	2.03	48" MH	Str 108
	0.14	1.2	0.6	0.10	28	12	0.50	2.53	3.2	731.14	731.00	734.51	734.51	2.12	2.26	30" Inlet	Str 109
3	0.23	1.2	0.6	0.17	47	12	5.32	8.24	10.5	727.00	724.50	730.10		1.85		48" MH	Basin #6
•	3.14	1.2	0.6	2.26	195	12	0.40	2.26	2.9	726.00	725.22	730.10	728.70	2.85	2.23	Outlet	Str 108
,	3.76	1.2	0.6	2.71	167.3	12	3.00	6.19	7.9	728.02	723.00	733.13		3.86		48" MH	Basin #7
	2.91	1.2	0.6	2.10	136.4	12	0.50	2.53	3.2	730.56	729.88	733.97	733.13	2.16	2.00	48" MH	Str 113
)	0.60	1.2	0.6	0.43	28	12	0.50	2.53	3.2	730.70	730.56	733.97	733.97	2.02	2.16	30" Inlet	Str 115
,	1.68	1.2	0.6	1.21	366	12	0.50	2.53	3.2	732.39	730.56	736.39	733.97	2.75	2.16	48" MH	Str 115
	1.01	1.2	0.6	0.73	28	12	0.50	2.53	3.2	733.03	732.89	736.39	736.39	2.11	2.25	48" MH	Str 116

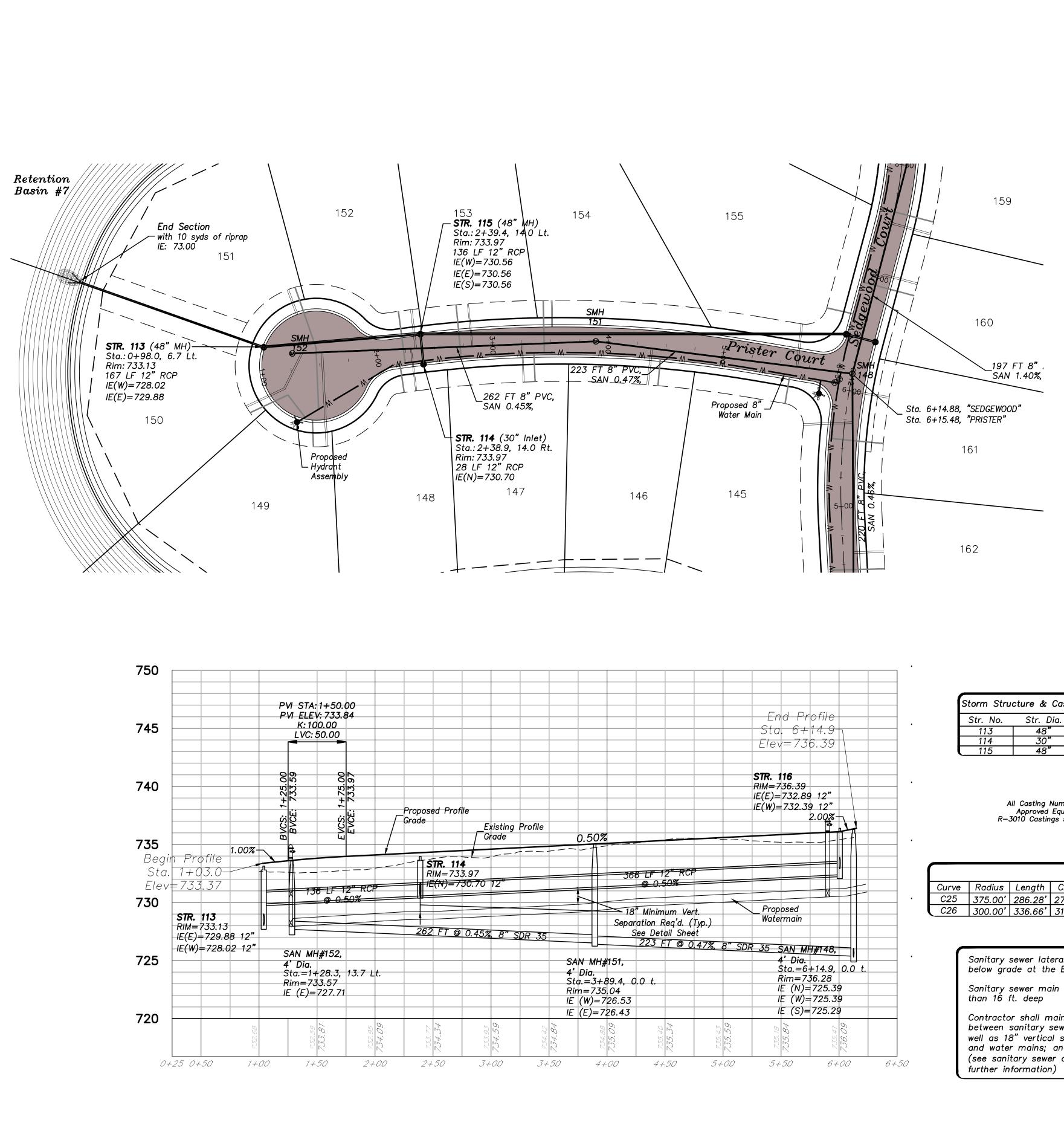


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<u>%, 8″ .</u>	SDR	35	4' D	 MH# Dia. =6+1	148, 4.9, 0.		FT @ 1	.40%,	<u>8" SDF</u>	35	4' Dia Sta.=0 Rim=1 IE (N)	H#149, 3+11.4, 37.64 =728.2 =728.1	6.0 F	₹ <i>t</i> .			4' Di Sta.= Rim=	ia.	5.0, 6.0 56	Rt.	
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	735.08	5.71	735.51	62.	5. <i>06</i>	736.69	5.27	7.04	3.42	7.36	4.58	.68	. 43	738.00	.22	738.32	742.87	738.64	736.73	3.96	739.28



TC: 738.33

G: 738.00



<u>Sta 1+00,</u> Low Point TC: 733.50 G: 733.17
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735.09	735	735.43 735.59	735.18 7 35.8 4	736.	
00	4+50	5+00	5+50	6+00	6+50

Storm Struc	cture & Casti	ng Information (for this sheet)						
Str. No.	Str. Dia.	Casting & Grating						
113	48"	R-3501-L1A						
114	30"	R–3501–L1A						
115	48"	R-3501-L1A						

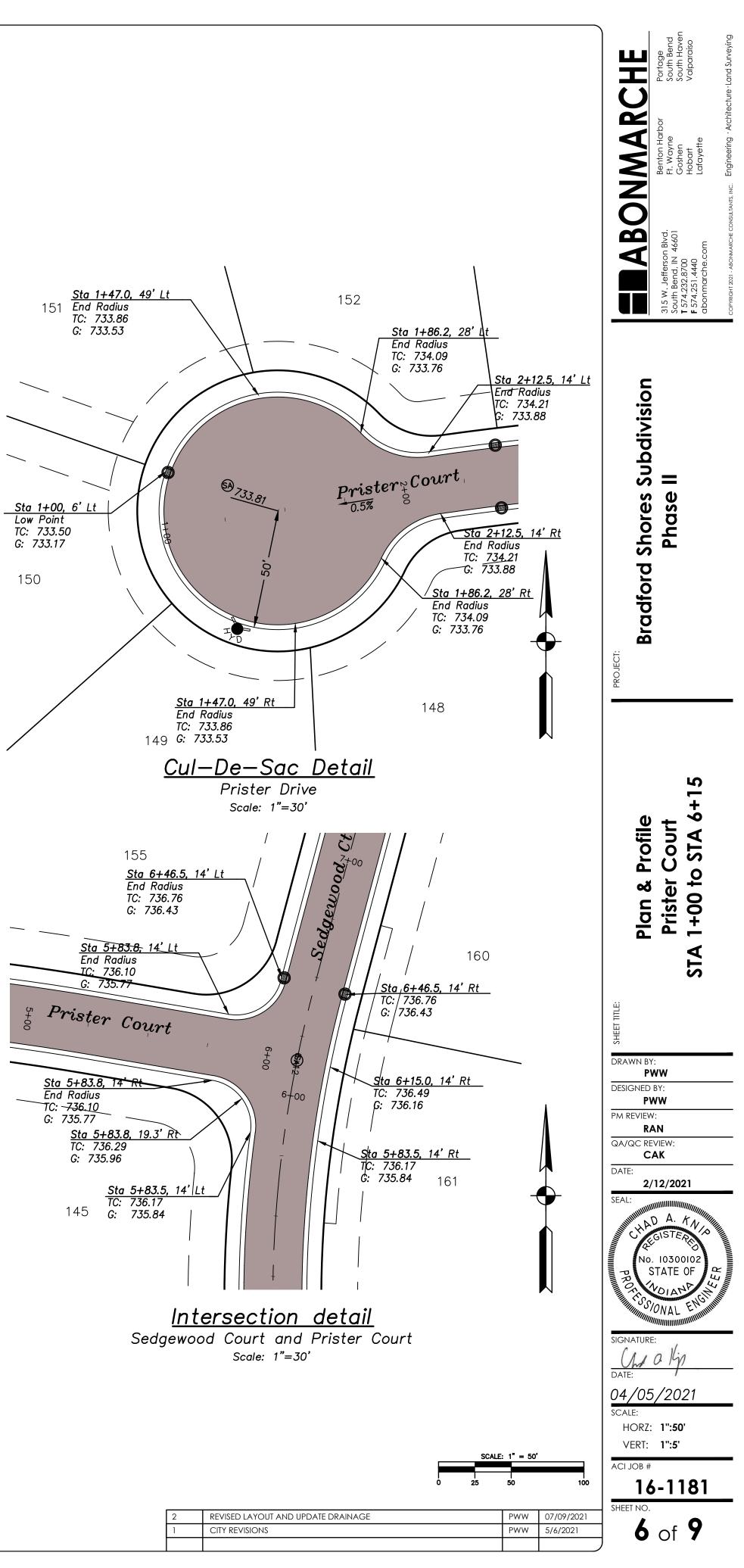
All Casting Numbers Reference Neenah Castings. Approved Equivalent Castings May Be Used. R—3010 Castings shall include barred style curb boxes

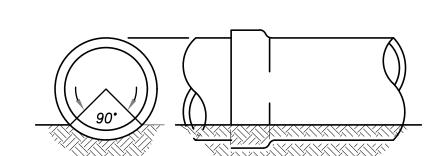
			Curve	Table		
Curve	Radius	Length	Chord	Bearing	Tangent	Delta
C25	375.00'	286.28'	279.38'	S27 * 19'12"W	150.52'	43 ° 44'25"
C26	300.00'	336.66'	319.27'	S81 ° 20'18"W	188.54'	64 ° 17'48"

Sanitary sewer laterals shall be installed at 8—10 ft. below grade at the Easement line

Sanitary sewer main shall be PVC SDR 26 when greater

Contractor shall maintain 10 ft. horizontal separation between sanitary sewer laterals and water services as well as 18" vertical separation between sewer laterals and water mains; and water services and sewer mains. (see sanitary sewer and water main detail sheets for

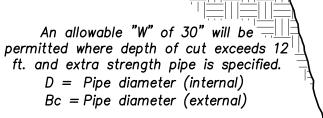


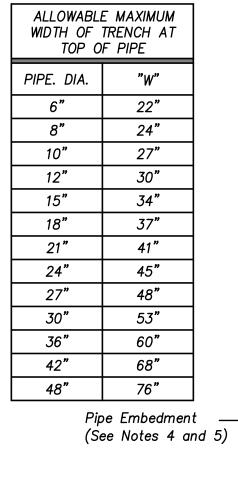


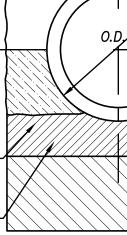
The Lower 90° Arc of the Barrel of the Pipe Should be in Firm Contact With Undisturbed Earth. The Bedding Shall be Continuous and Uniform for the Length of the Pipe. Small Excavations Should be Made for the Bells. No Weight Shall be Supported by the Bells.These Should be no Larger Than Necessary to Clear the Bell.

<u>NOTES:</u>

- These trench and bedding details are for pipe structural requirements only. The contractor is solely responsible for safety of operations. The contractor shall slope trench walls, provide protective work boxes, and/or shore and brace all excavations as the contractor determines necessary for safety of operations, and in conformance to IOSHA Regulation 29 C.F.R. 1926, Subpart P for Trench Safety Systems.
- 2. All PVC pipe for sanitary sewers shall be installed in accordance with ASTM D2321.
- 3. There shall be no rocks or stones greater than 2" in any dimension within 6" of the pipe wall or bell.
- 4. Flexible Pipe: Embedment materials for bedding, haunching and initial backfill shall comply with the requirements of ASTM D2321, Classes I (INDOT #8 or #9), II (INDOT #53, #73, or B-Borrow), or III and shall be compacted as noted. Refer to pipe manufacturers recommended bedding and embedment material class type requirements. Removable flowable backfill shall be placed for all areas within 5 feet of pavements to 12" above pipe crown. Above this limit structure backfill shall be used.
- 5. Refer to pipe manufacturer's recommended bedding and bedding material class type requirements.
- 6. Rigid Pipe: Embedment materials for bedding, haunching and initial backfill shall comply with the requirements of ASTM C12 (VCP) Classes A, B, C or crushed stone (INDOT #8, #9 or B-Borrow) and shall be compacted as noted. Removable flowable backfill shall be placed for all areas within 5 feet of pavements to 12" above pipe crown. Above this limit structure backfill shall be used.
- 7. Final backfill shall not contain debris, organic material, frozen material, unstable material or boulders or stones greater than 2" in any dimension. Flowable fill optional.
- 8. The placement and compaction of backfill shall not cause displacement of the pipe.
- 9. For multiple pipes in same trench:
- a. Place bedding to Spring Line of first pipe across entire trench width. b. Placement of next pipe, re-excavate trench as needed. Then place bedding as noted above.
- c. For additional pipes repeat as required. 9. Refer to INDOT Standard Specification Section 213 for flowable fill (removable) requirements.







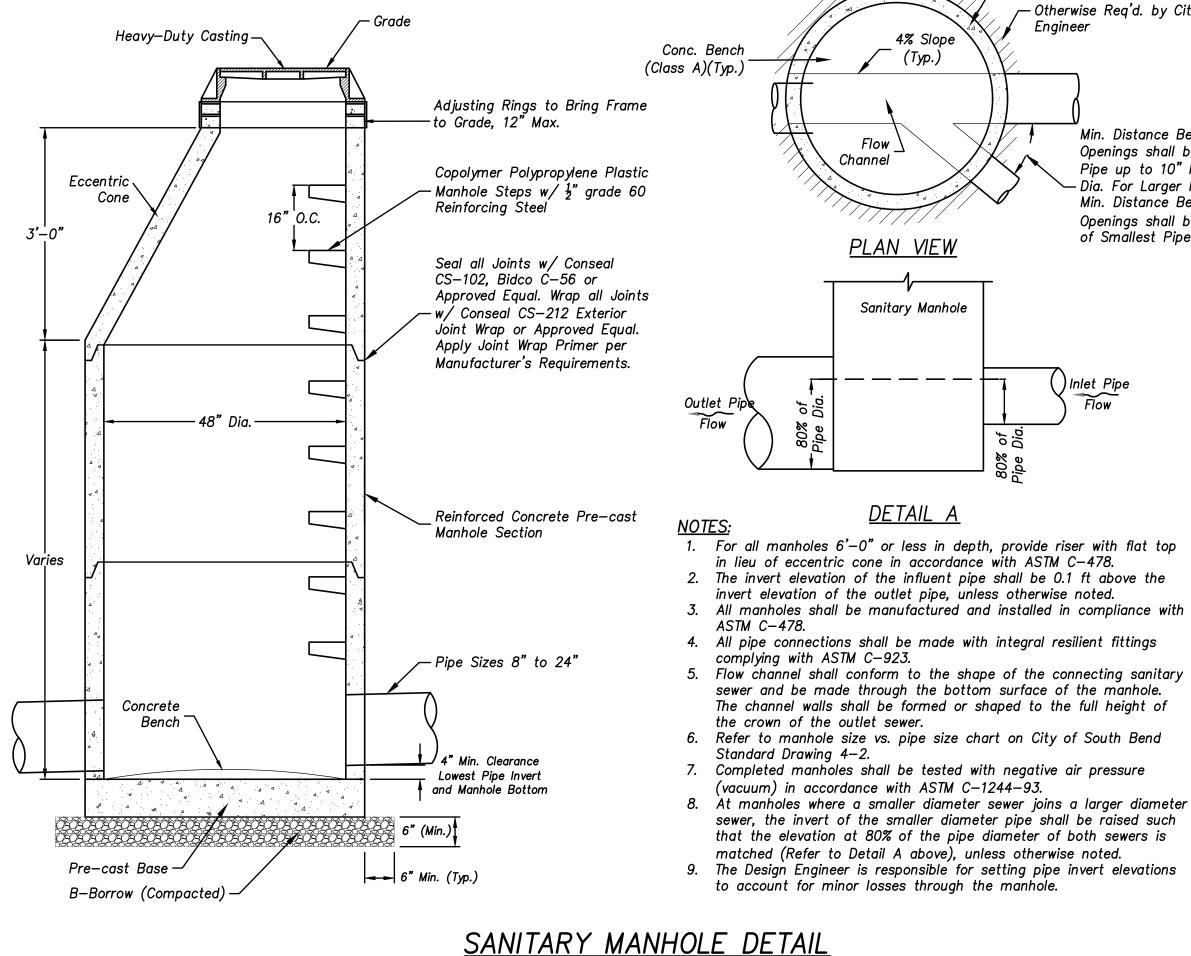
RIGID PIPE: Pipe Shall be Bedded Firmly on Undisturbed Ground. Excavate for Bells. No Weight Shall be Supported by the Bells.

<u>PIPE BEDDING DETAIL</u>

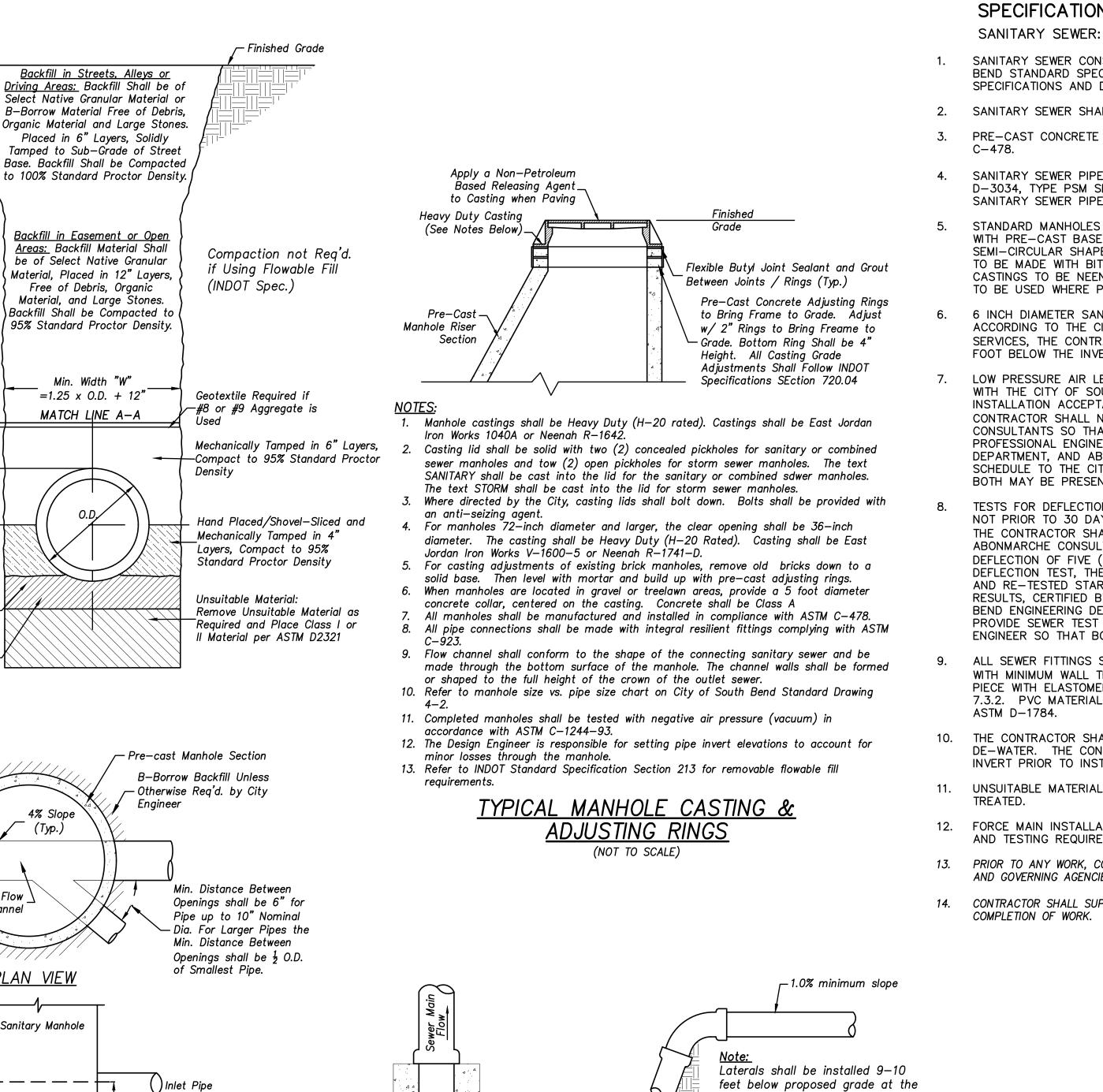
(NOT TO SCALE)

FLEXIBLE PIPE:

4" Min. Pipe Bedding



(NOT TO SCALE)



Flow

SLANT STACK LATERAL CONNECTION DETAIL (NOT TO SCALE)

Refer to INDOT Standard Specification Section 213 for removable flowable fill requirements.

2. Wye replacement: Remove old wye, trim existing as pipe required, install new wye and

pipe and connect to existing pipes with Fernco couplings.

<u>SIDE VIEW</u>

TOP VIEW

easement line at minimum slope to

achieve maximum depth.

Removable Flowable Fill

for main sewer line.

Bedding requirements for

laterals shall be the same as

Compacted

Trench Wall

SPECIFICATIONS:

SANITARY SEWER CONSTRUCTION, INCLUDING APPURTENANCES, SHALL MEET THE CITY OF SOUTH BEND STANDARD SPECIFICATIONS AND DRAWINGS, NOT OTHERWISE IN CONFLICT WITH, SPECIFICATIONS AND DRAWINGS SHOWN ON THESE PLANS.

SANITARY SEWER SHALL BE INSTALLED IN A DRY TRENCH.

PRE-CAST CONCRETE PIPE MANHOLE RINGS SHALL CONFORM TO THE REQUIREMENTS OF ASTM

SANITARY SEWER PIPE SHALL BE POLYVINYL CHLORIDE PIPE (P.V.C.) CONFORMING TO ASTM D-3034, TYPE PSM SDR-35, WITH ELASTOMERIC GASKET JOINTS CONFORMING TO ASTM D-3212. SANITARY SEWER PIPE IN EXCESS OF 16FT. DEEP SHALL BE PVC SDR-26.

STANDARD MANHOLES SHALL BE 48 INCHES PRE-CAST CONCRETE CONFORMING TO ASTM C-478 WITH PRE-CAST BASE OR BASE TO BE CONSTRUCTED OF CLASS A CONCRETE WITH A SEMI-CIRCULAR SHAPED BOTTOM HAVING A RADIUS EQUAL TO THE SEWER SECTION. ALL JOINTS TO BE MADE WITH BITUMASTIC MATERIAL AND RUBBER GASKETS CONFORMING TO ASTM C-443. CASTINGS TO BE NEENAH R-1642 OR EQUIVALENT, CONFORMING TO ASTM A-48. RUBBER GASKET TO BE USED WHERE P.V.C. PIPE ENTERS MANHOLES.

6 INCH DIAMETER SANITARY SEWER SERVICE LATERALS SHALL BE MADE WITH WYES AND ACCORDING TO THE CITY OF SOUTH BEND STANDARDS. AT THE END OF ALL 6 INCH SANITARY SERVICES, THE CONTRACTOR SHALL PLUG AND PLACE A 4" X 4" STAKE AND A #4 REBAR FROM 1 FOOT BELOW THE INVERT TO APPROXIMATELY 1 FOOT ABOVE THE GROUND SURFACE.

LOW PRESSURE AIR LEAKAGE TESTING SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY OF SOUTH BEND STANDARDS AND ASTM F1417. STANDARD TEST METHOD FOR INSTALLATION ACCEPTANCE OF PLASTIC GRAVITY SEWER LINES USING LOW-PRESSURE AIR. THE CONTRACTOR SHALL NOTIFY (48 HRS IN ADVANCE) THE CITY OF SOUTH BEND AND ABONMARCHE CONSULTANTS SO THAT BOTH MAY BE PRESENT. COPIES OF THE TEST RESULTS, CERTIFIED BY A PROFESSIONAL ENGINEER, SHALL BE SUBMITTED TO THE CITY OF SOUTH BEND ENGINEERING DEPARTMENT, AND ABONMARCHE CONSULTANTS L.L.C. CONTRACTOR SHALL PROVIDE SEWER TEST SCHEDULE TO THE CITY OF SOUTH BEND ENGINEERING DEPARTMENT AND THE ENGINEER SO THAT BOTH MAY BE PRESENT.

TESTS FOR DEFLECTION OF SANITARY SEWER PIPES SHALL BE PERFORMED BY THE CONTRACTOR NOT PRIOR TO 30 DAYS AFTER INSTALLATION BY THE CONTRACTOR WITH AN APPROVED MANDREL. THE CONTRACTOR SHALL NOTIFY (48 HRS IN ADVANCE) THE CITY OF SOUTH BEND AND ABONMARCHE CONSULTANTS SO THAT BOTH MAY BE PRESENT.NO PIPE SHALL EXCEED A DEFLECTION OF FIVE (5%) PERCENT. IN THE EVENT THE SANITARY SEWER PIPE FAILS THE DEFLECTION TEST, THE SECTION OF PIPE WHICH FAILED SHALL BE COMPLETELY REMOVED, REPLACED AND RE-TESTED STARTING WITH INFILTRATION THROUGH DEFLECTION TESTING. COPIES OF THE TEST RESULTS, CERTIFIED BY A PROFESSIONAL ENGINEER, SHALL BE SUBMITTED TO THE CITY OF SOUTH BEND ENGINEERING DEPARTMENT AND ABONMARCHE CONSULTANTS, L.L.C. CONTRACTOR SHALL PROVIDE SEWER TEST SCHEDULE TO THE CITY OF SOUTH BEND ENGINEERING DEPARTMENT AND THE ENGINEER SO THAT BOTH MAY BE PRESENT.

ALL SEWER FITTINGS SHALL CONFORM TO THE REQUIREMENTS OF ASTM D-3 034 SPECIFICATIONS WITH MINIMUM WALL THICKNESS OF SDR 35 (AS DEFINED IN 7.4.1) AND SHALL BE MOLDED IN ONE PIECE WITH ELASTOMERIC JOINTS AND MINIMUM SOCKET DEPTHS AS SPECIFIED IN SECTIONS 6.2 AND 7.3.2. PVC MATERIAL SHALL HAVE A CELL CLASSIFICATION OF 12454-B AND C AS DEFINED IN

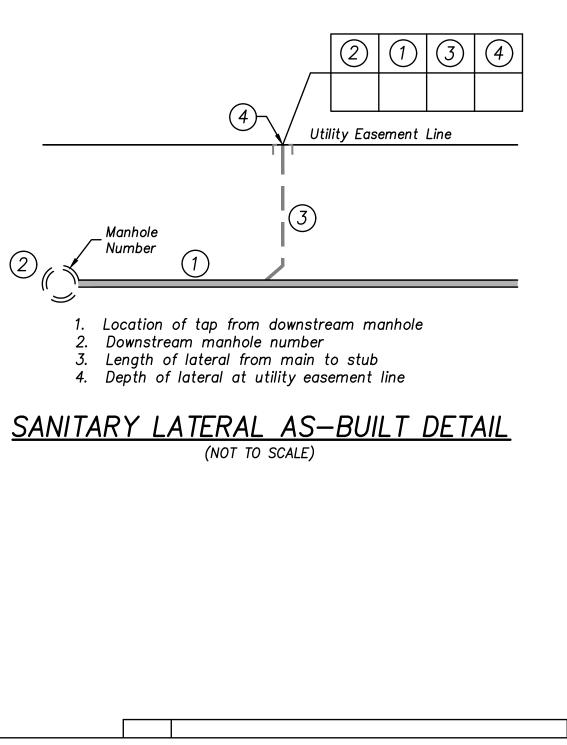
10. THE CONTRACTOR SHALL VERIFY THE WATER TABLE AND INCLUDE IN THE BID THE COST TO DE-WATER. THE CONTRACTOR SHALL LOWER THE WATER TABLE TO 12 INCHES BELOW THE PIPE INVERT PRIOR TO INSTALLATION.

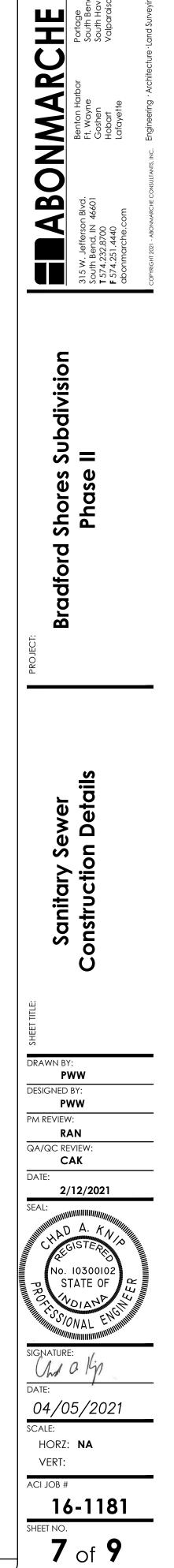
11. UNSUITABLE MATERIALS THAT COULD AFFECT THE INTEGRITY OF THE LINES SHOULD BE PROPERLY

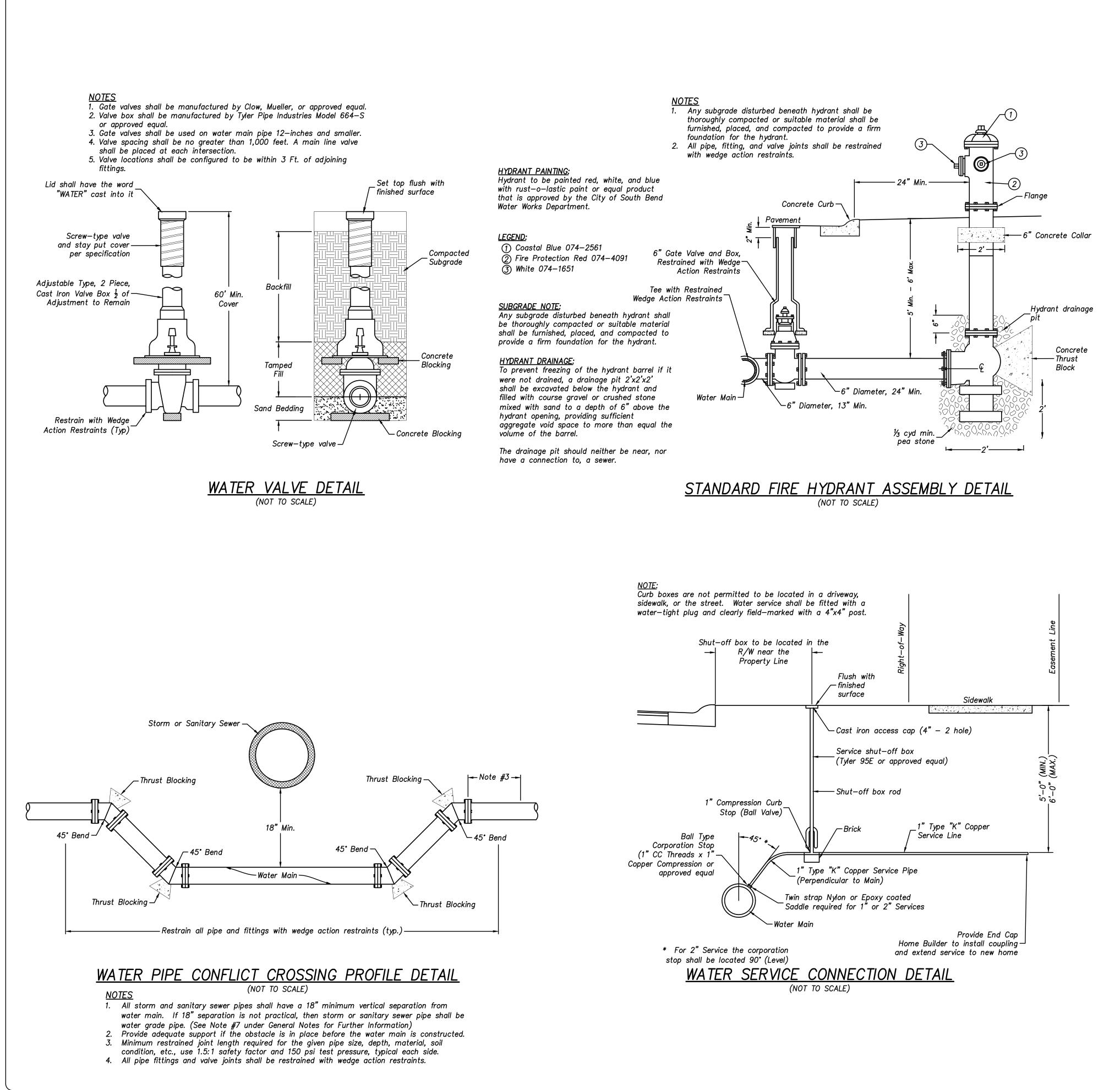
12. FORCE MAIN INSTALLATION TO CONFORM TO WATER MAIN SPECIFICATIONS, INCLUDING RESTRAINING AND TESTING REQUIREMENTS.

13. PRIOR TO ANY WORK, CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE LOCAL MUNICIPALITY AND GOVERNING AGENCIES.

14. CONTRACTOR SHALL SUPPLY AS-BUILT RECORD DRAWINGS TO THE OWNER/DEVELOPER AND ENGINEER UPON







CONSTRUCTION NOTES (WATER MAIN)

- push-on joint pipe.
- 5.
- wrap following tapping operations. of Indiana.
- 664-S or approved equal.
- permitted.
- placed within pedestrian access.
- Bend Standards.
- before backfilling.
- material and total lengths installed.
- used to determine testing allowances.
- City of South Bend Water Works.

Prior to any work, Contractor shall obtain all necessary permits from the local municipality and governing agencies. 2. All water main construction shall be in accordance with City of South Bend Standards, American Water Works Association (AWWA) Standards, and these Drawings.

Water service pipe and fittings shall be type "K" copper conforming to ASTM B88 with compression fittings. 4. Water main pipe shall be 18 foot lengths of ductile iron pipe conforming to the requirements of the American National Standards Institute (ANSI) 21.51 or the American Water Works Association (AWWA) C151, thickness class 50

Water main pipe and fittings shall have a hot coal tar coating in accordance with ANSI for coal-tar dip coating for cast iron pipe and fittings, and shall also be cement-lined conforming to ANSI a21.4 or AWWA C104. rubber gasket joints shall conform to ANSI A21.11 or AWWA C111.

6. All water main fittings shall be ductile iron conforming to AWWA C111 / ANSI A21.11 and AWWA C110 / ANSI A21.10 for full body fittings or AWWA C153 / ANSI A21.53-94 for compact fittings. All fittings shall be mechanical joint and manufactured in the United States.

7. Water main pipe, valves, and associated fitting shall be encased (wrapped) in polyethylene in accordance with AWWA C105 / ANSI A21.5. The polyethylene wrap shall be V-BIO enhanced. It shall consist of three (3) layers of co-extruded linear low density polyethylene (LLDPE), fused into single thickness of not less than 8 mils. The inside surface of the polyethylene wrap to be in contact with the pipe exterior and infused with a blend of anti-microbioal biocide to mitigate microbiologically influenced corrosion and a volatile corrosion inhibitor to control galvanic

corrosion. The wrap shall be overlapped one (1) foot in each direction at joints and secured in place around the pipe. Wrap at tap locations shall be taped tightly prior to tapping. Contractor shall make all necessary repairs to 8. Retainer glands shall be wedge action and provided on all valves and fittings according to the City of South Bend.

Concrete thrust blocks shall only be used if designed and certified by a professional engineer registered in the State

Resilient seated gate values shall be Clow or Mueller, epoxy cogted, resilient wedge, open right, designed for 200 psi working pressure and meeting the requirement of AWWA C509. Valves shall be bronze non-rising stem, mechanical joint, 2 inch square operating nut for vertical installation with two O-ring stem seals, and rubber-coated or rubber sealed gate. Valves shall be used on water main pipe 12 inches and smaller. 10. Valve box shall be cast iron and include the bottom section, top section, and lid. Lid shall have the word "Water" cast into it. Box shall have a 5 foot burial depth. Box shall be manufactured by Tyler Pipe Industries Model

11. Curb valves and corporation stops shall be ball type, 1/4 turn clockwise from fully open to fully closed, and designed for 200 psi working pressure. Inlet and outlet shall have compressed connections. Curb valve box shall allow valve operation from surface with box and rod 5 foot depth of curb valve. The tee head should be parallel to pipe when open and perpendicular when closed. Only valves valves manufactured by Mueller, Ford, or McDonald shall be

12. Fire hydrant shall conform to the most recent version of AWWA C502. Hydrant to include two (2) 2½ inch nozzles with national standard thread, one (1) 5 inch pumper nozzle with South Bend Fire Department special thread; chained nozzle caps; 1 inch square operating nut to open clockwise; 1 inch square nozzle cap nuts; 360° rotatable upper barrel of break-flange design; painted red, white, and blue; extension for a 6 feet trench depth; 6 inch inlet with gasket and wedge action retainer gland. The inlet connection (shoe) shall be oversized, having outside diameter range from 6.9 inch to 7.1 inch. the nominal 5 inch pumper nozzle shall have an inside diameter of at least 4³/₄ inch. The main valve size shall be 5¼" inch diameter and close with and be held closed by normal water pressure. The inside of the shoe and lower plate valve shall be epoxy coated where exposed to pressurized water. Hydrants must be Clow Medallion or Mueller Super Centurion. Hydrant spacing shall be no greater than 500 feet and not

13. Water main and services shall have a minimum cover of 5 feet 0 inches.

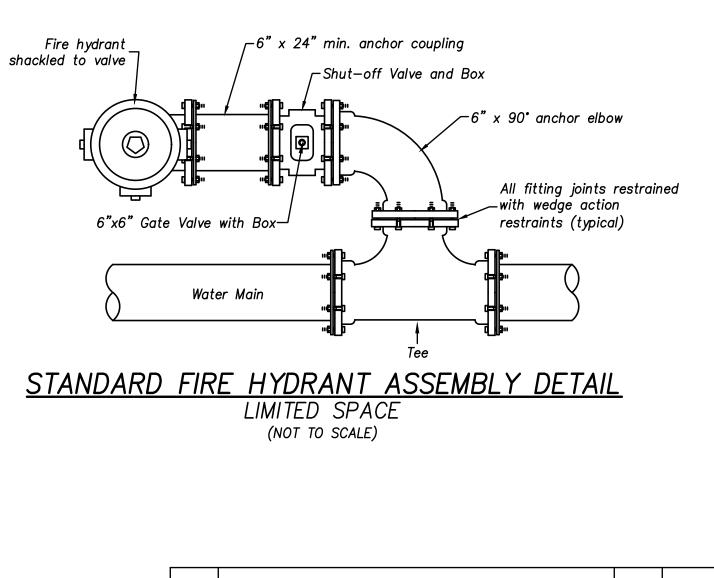
14. No water services shall be extended from a bend in the water line. All services shall be extended from the water main in the street, to a curb valve approximately two (2) feet inside the proposed curb. 15. Restrained joints shall be placed at fittings, upstream and downstream of the fitting, according to City of South

16. Water mains and sewer mains shall have a minimum horizontal separation of 10 feet. Whenever sewer mains must cross under the water main, a minimum vertical separation of 18 inches is required between the top of the sewer main and the bottom of the water main. If this cannot be met, then the sewer shall be constructed of ductile iron pipe (Thickness Class 50) with mechanical joints or PVC pipe (SDR 21) with compression seals for a distance of 10 feet each side of the water main. The sewer pipe shall be pressure tested in place per AWWA C600 without leakage

17. Contractor shall supply South Bend Water Works and the Engineer with as-built drawings at least three (3) working days prior to the static pressure test. The drawings must include all fire hydrants, main line valves, hydrant valves, and curb stops. Contractor must provide proper documentation on official letterhead including a detailed list of

18. The City of South Bend shall be contacted to supervise and inspect the pressure testing and the disinfecting of the water main as required. Water main shall be tested in accordance with AWWA 600 for rate of ex-filtration at 150 psi hydrostatic pressure test for no less than two (2) hours and shall not exceed 10.0 gallons/inch of diameter/mile of pipe/day. All hydrants will be live during the static pressure test. Table 6A from the AWWA C600-99 will be

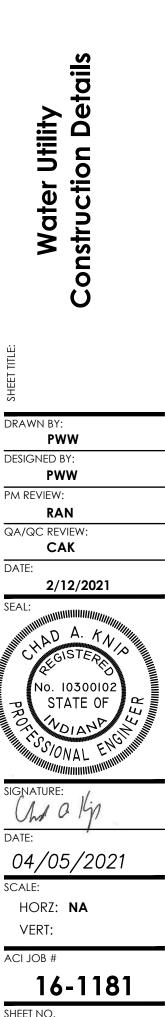
19. Contractor shall disinfect water main according to the requirements of the AWWA C651-99 and as directed by the 20. Construction and testing shall be in accordance with the City of South Bend standards, specifications & drawings.





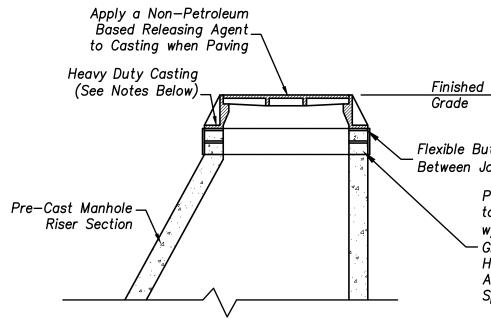
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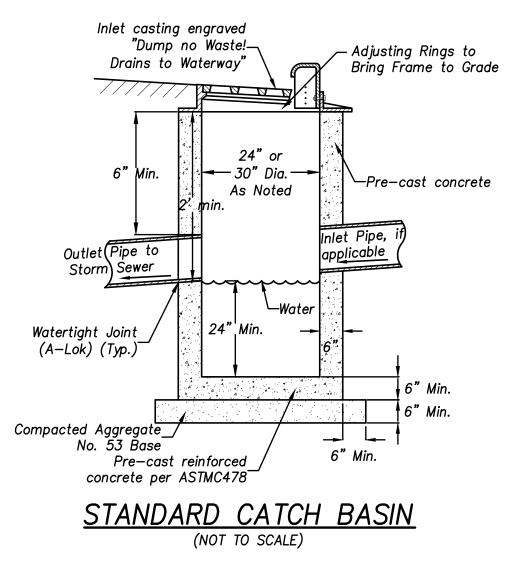


Structure	EJIW	Neenah	Clear Opening (in)
Manhole < 72—in Dia.	1040A	R—1642	24
Manhole >= 72-in Dia.	V-1600-5	R-1741-D	36
Inlet/Catch Basin (Comb. Curb & Gutter)	7010	R-3010	24
Inlet/Catch Basin (Rolled Curb)	7490-M1	R-3501-N	24
Inlet/Catch Basin (Comb. Curb & Gutter, 8")	7010	R-3010	24
Type "E" Inlet	5400	R-3808-1	24
Drywell (Grass)	1205	R-2561-A	24

<u>NOTES:</u>

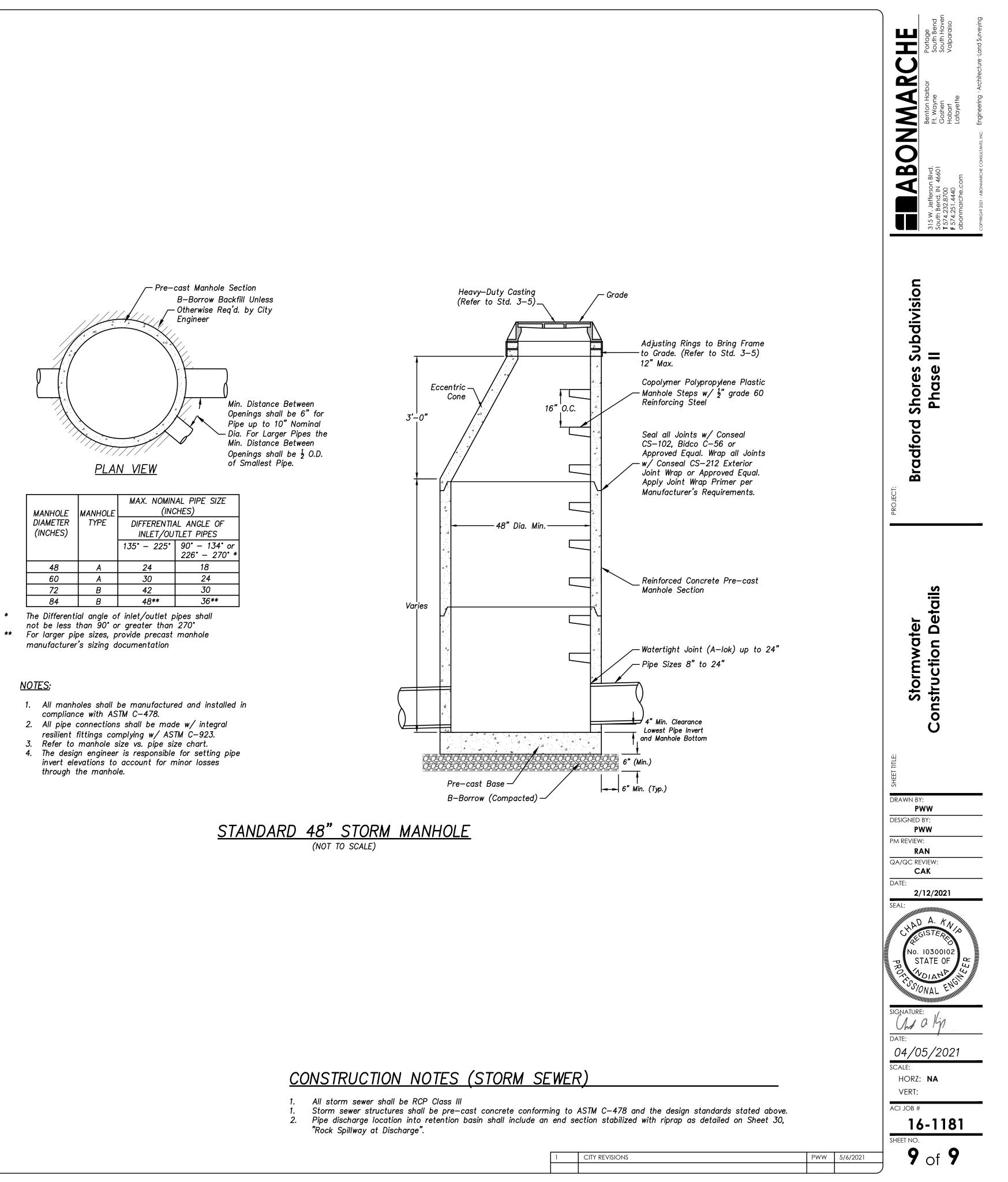
- 1. Casting lid shall be solid with two (2) concealed pickholes for sanitary or combined sewer manholes and tow (2) open pickholes for storm sewer manholes. The text SANITARY shall be cast into the lid for the sanitary or combined sewer manholes. The text STORM shall be cast into the lid for storm sewer manholes. 2. Other inlet castings may be acceptable as approved by the City Engineer.
- 3. All inlet grates shall be bicycle safe.
- 4. Environmental notice required on all storm sewer castings, e.g. "DUMP NO WASTE! DRAINS TO WATERWAY" 5. Inlet/catch basin castings are for use with combined curb and gutter or standard curb installations.
- 6. All castings shall be heavy duty (H-20 rated).
- Where directed by the City, casting lids shall bolt down. Bolts shall be provided with an anti-seizing agent. 8. For casting adjustments of existing brick manholes, remove old bricks down to a solid base. Then level with
- mortar and build up with pre-cast adjusting rings. 9. When manholes are located in gravel or treelawn areas, provide a 5 foot diameter concrete collar, centered on the casting. Concrete shall be Class A





Flexible Butyl Joint Sealant and Grout Between Joints / Rings (Typ.)

> Pre-Cast Concrete Adjusting Rings to Bring Frame to Grade. Adjust w/ 2" Rings to Bring Freame to - Grade. Bottom Ring Shall be 4" Height. All Casting Grade Adjustments Shall Follow INDOT Specifications SEction 720.04



not be less than 90° or greater than 270° ** For larger pipe sizes, provide precast manhole manufacturer's sizing documentation

<u>NOTES:</u>

- 1. All manholes shall be manufactured and installed in
- 3. Refer to manhole size vs. pipe size chart.

- <u>NOTES:</u> 1. Inlet and grate shall match installed curb and gutter width.
- 2. Flexible butyl joint sealant and grout shall be utilized to seal each joint between frame and manhole casting or pre—cast leveling rings.

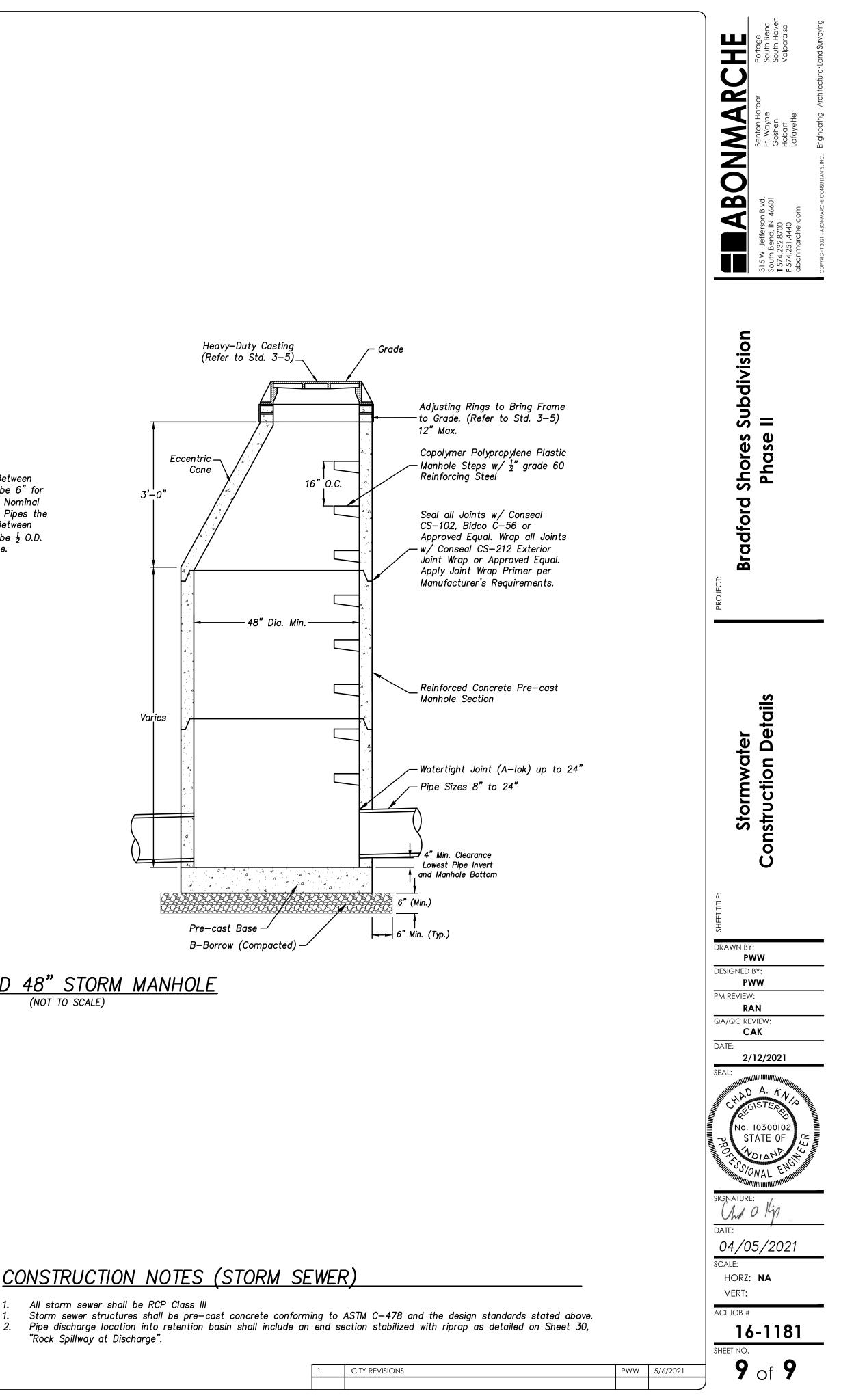


EXHIBIT B

ENGINEER'S ESTIMATE



Bradford Shores Phase 2

City of South Bend Sanitary Sewer and Water Main Construction Cost Estimate

July 7, 2021

	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization/Demobilization	1	LS	5.0%	\$12,344.80
2	Testing	1	LS	\$ 2,500.00	\$2,500.00
3	Water Main, 8"	1,300	LFT	\$58.00	\$75,400.00
4	Water Service, 1"	19	EA	\$1,350.00	\$25,650.00
5	8" Gate Valves	1	EA	\$2,000.00	\$2,000.00
6	Fire Hydrant Assembly	3	EA	\$4,200.00	\$12,600.00
7	Sanitary Sewer, 8" PVC, SDR 35	1,334	lft	\$ 55.00	\$73,370.00
8	Standard Sanitary Manholes	6	EA	\$ 3,000.00	\$18,000.00
9	Sanitary Laterals, 6"	19	EA	\$ 1,500.00	\$28,500.00
	Subtotal			TOTAL:	\$250,364.80
	As-Builts	1	LS	\$5,000.00	\$5,000.00
				TOTAL:	\$255,364.80

EXHIBIT C

PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT

EXHIBIT D

SYSTEM DEVELOPMENT CHARGE

Estimate for System Development Charges

Estimate Provided On: 7/20/2021 Estimate Provided By: C. Brach

Bradford Shores South Bend, IN

Estimate is based on projected uses and calculations provided by owner/consultant

	Values	Unit Type
Single Family Homes # of Unit Types	22	houses
Estimated Flow (gpd) for Single Family Homes	310	per house
Estimated Total Flow for Single Family Homes	6820	gpd
Estimated Total Flow for Bradford Shores	6820	gpd
ERU calculation	22.000	ERU
ERU rounddown	22	ERU
Sewer SDC Calculation (\$1145 per ERU)	\$	25,190.00
Water SDC Calculation (\$475 per ERU)	\$	10,450.00
Estimated Amount Due for Bradford Shores	\$	35,640.00
Estimated 10% Discounted Total (Payment in full)	\$	32,076.00

Per the Ordinance of the Common Council of the City of South Bend, System Development Charges are summarized below from Sections 17-79 and 17-80:

Sec. 17-79. - System Development Charge for Wastewater inside and outside City limits.

(1) For purposes of this section "ERU" shall be defined as an equivalent residential unit which means a single family residence. For purposes of customers that are not single family residences, one (1) ERU shall equal estimated wastewater flows of three hundred ten (310) gallons per day. No customer will be less than one (1) ERU. There will be no partial ERU's. The City shall round down to the closest applicable ERU calculation at all times.

(2) Except as provided in Subsections (5) and (6) of this section, for every new connection to the South Bend Municipal Sewer Works, a system development charge of one thousand one hundred forty-five dollars (\$1,145.00) shall be collected per ERU and additional portion thereof to be connected. All charges shall be billed by the City at the time the application for service is filed.

(3) System development charges per ERU shall also be collected from existing customers undertaking activities producing a permanent increase in wastewater flow of greater than three hundred ten (310) gallons per day. This subsection shall not apply to an existing customer who has, by contract, purchased reserved capacity from the City so long as the customer's flows remain within the reserved capacity. A permanent increase shall be deemed to have occurred when the average flow rate for six (6) consecutive months exceeds the current flow rate by at least three hundred ten (310) gallons per day.

(4) For multifamily structures (e.g., apartments, condominiums, mobile home communities), each individual unit shall be one (1) ERU. For all other types of structures, the ERU calculation shall be based upon the ratio of Average Daily Flow as computed pursuant to 327 IAC 3-6-11 in relationship to three hundred ten (310) gallons per day. For structures not listed in 327 IAC 3-6-11, the ERU shall be calculated as the relationship between the Average Daily Flow reported in the sewer capacity certification for the structure and three hundred then (310) gallons per day.



City of South Bend Department of Public Works Please submit Utility Verification fee of \$50 to: City of South Bend/Public Works Permit Office 227 W. Jefferson Blvd South Bend, IN 46601

Utility Verification Form

Pursuant to the City of South Bend Municipal Code § 6-4.1 and 17-79 through 17-87, the Permit Manager's Office has verified available utilities and connection requirements. This form is for the express purposes of notifying an applicant of whether City utilities are available in a particular location and what requirements are necessary for connection.

IT DOES NOT GUARANTEE CONNECTION TO CITY UTILITIES or CONSTITUTE A TAP PERMIT. The applicant must meet the requirements below prior to receiving tap permits to connect to City utilities:

E	Proper	ty Information (To B	<u>e Comple</u>	ted By Applica	<u>nt):</u>			
Property Owner's Name:			Adams Road Development II, LLC					
Address/Lot #/Subdivision:			Bradfo	rd Shores 🖡	HASE I			
City, State, ZIP:			South B	South Bend, IN				
	,,				-			
		Single-Family Resider Other	ntial		y & 1/8 Contiguous y & Not 1/8 Contiguous			
Т	The app	olicant is requesting th	ne following	g connections:	,			
	×	Water			No. of ERUs*: 22 Peak F	actor: <u>4</u>		
	X	Sanitary Sewer			* Equivalent Residential Unit (E Residential Peak Factor = 4	RU) = 310 GPD		
<u>(</u>	 <u>City Requirements (To Be Completed by the City of South Bend):</u> © City Connection Fee \$_32,076.00 System Development Charge is billed by the City at the time the application for service is filed. © Wastewater Survey for Nonresidential Establishments 							
	(Note: May require industrial discharge permit and pre-treatment) URANGE Waiver of Remonstration to Annexation Agreement Annexation Requires System Improvements Public Works Authorized Signature: Suchement Date: (2)24/2)							
I								
acci be c	urate. I haraea	f the City later determin I the corrected City cor	es that you nection fee	misrepresented an A. You understand	ge the statements contained he ny statement on this Utility Verifi I the requirements to connect to equirements set forth above.	cation Form, you will		
Proper	ty Owr	ner or Representative :	Signature:	DAVID	H. ECKRICH	Date: <u>6/23/2021</u>		
Proper	rty Owr	ner or Representative	Phone: (5		60			
		** Form is not valid with	nout Authoriz	ed Signature and	Property Owner or Agent's Signo	iture **		
SDCs Pc	aid Dat	=: 4/21 ×	Check # Cash	<u>9809</u> uv	F Fee Paid Date: 6 24 21	$\begin{array}{c} \overleftarrow{\textbf{A}} \text{Check } \# \underline{\textbf{A}} & \underline{\textbf{A}} \\ \hline & & \\ \Box & & \\ \hline \\ \hline$		

BOARD OF PUBLIC WORKS AGENDA ITEM REVIEW REQUEST FORM

Date <u>7/21/2021</u>	Department Engineering
Name Kyle Silveus	Phone Extension
BPW Date <u>7/27/2021</u>	Phone Extension -
	and Approval Required Prior to Submittal to Board
Diversity Compliance and Inclusion Officer	Officer Name
BPW Attorney	Attorney Name <u>Clara McDaniels</u>
Dept. Attorney	Attorney Name
Purchasing	
Check the	Appropriate Item Type – Required for All Submissions
 Professional Services Agreeme Open Market Contract Bid Opening Quote Opening Proposal Opening Chg. Order, No. Other: Sanitary Sewer and Water Main Extension 	Image: Contract Proposal Amendment/Addendum Special Purchase, QPA Bid Award Req. to Advertise Quote Award Reject Bids/Quotes C/O & PCA No. Resolution Traffic Control Ease./Encroach Ease./Encroach Ease./Encroach
Agreement	
	Required Information
Company or Vendor Name New Vendor	Adams Road Development II Corporation Yes If Yes, Approved by Purchasing No
MBE/WBE Contractor Project Name Project Number Funding Source Account No.	MBE Completed E-Verify Form Attached Yes WBE No Bradford Shores Phase II Sewer and Water Extension Agreement DP20-054 N/A
Account No.	N/A
Terms of Contract	N/A
Purpose/Description	This is an agreement for the public sewer and water extension to serve Phase II of the Bradford Shores Development.

For Change Orders Only						
Amount of	Increase Decrease	\$ (\$)			
Previous Amount	\$					
	Increa	ase		%		
Current Percent of Change:	Decre	ease	(%)		
New Amount	\$					
	Increa	ase		%		
Total Percent of Change:	Decre	ease	(%)		