

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171

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

August 23, 2022

Mr. Hodge Patel
Patel LLC d/b/a/ Hospitality Development Group
540 Stillhouse Lane
Milton, GA 30004
hp@hodgepatel.com

RE: Sanitary Sewer and Water Extension Agreement

Dear Mr. Patel:

At its August 23, 2022 meeting, the Board of Public Works approved the above referenced agreement for a utility extension for the Fieldstone Centre Subdivision Project No. DP21-007.

Enclosed please find a copy of the agreement for your records.

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

Sincerely,

/s/ Theresa Heffner

Theresa Heffner, Clerk

Enclosures
TH/lh

SANITARY SEWER AND WATER EXTENSION AGREEMENT

This Sanitary Sewer and Water Extension Agreement (“Agreement”) is made on this 12 day of AUG., 2022 by and between the Patel LLC d/b/a Hospitality Development Group, an Indiana limited liability company with an address of 540 Stillhouse Lane Milton, GA 30004 (“Owner”) and the City of South Bend, an Indiana municipal corporation (“City”), acting by and through its Board of Public Works in accordance with 170 I.A.C. 6-1.5-40.

WHEREAS, Owner’s project site is located within Fieldstone Center Subdivision in the City and bounded by S.R. 931 to the East, U.S. 31 to the West, and approximately 2,000 feet South of Kern Road, and approximately 1,200 feet North of the City’s municipal boundary; and

WHEREAS, in connection with the needs of Owner’s project, Owner plans to extend, relocate, and make additions to existing sanitary sewer and water systems to serve said development as shown on the Exhibit A, attached, and incorporated hereto (the “Dedicated Improvements”), and desires certain commitments from City; and

WHEREAS, the engineering design for the 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. Design

The Owner shall consult the City and allow the City Engineer or her designee input prior to designating the project engineer who shall be responsible for the engineering design and inspection in connection with the installation of the Dedicated Improvements (the "Project Engineer"). The Owner shall inspect the site during construction to ensure the Project Engineer's conformance to zoning requirements, adequacy of design, and conformance to the City's specifications and standards regarding location, size and depth of line, and quality of construction of the Dedicated Improvements. The Owner shall provide the plans with a City of South Bend cover sheet and specifications for the Dedicated Improvements along with a cost estimate to the City. The Owner shall also provide to the City a statement from the Project Engineer certifying that the materials and workmanship including pipes, bedding, manholes, and other related materials and work meet the City's specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering, and inspection costs in connection with the Dedicated Improvements shall be borne by the Owner.

3. 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 zoning 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 be limited to: mandrel deflection testing, location of required sanitary sewer structures, taps, water main structures, and 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.

4. 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.

5. Engineer's Estimate

The Owner shall provide an Engineer's Estimate (See Exhibit B, incorporated herein by reference and attachment) for the cost to construct the Dedicated Improvements, including but not limited to, excavation, pipe materials, and all other appurtenant materials, supplies and equipment, permit fees, backfill and bedding, pavement, and restoration of the areas within the sanitary sewer and water easements.

6. Performance Bond

Owner shall provide the City with a performance bond 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 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 Exhibit C.

7. 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 9 below.

8. 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.

9. 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. 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/2020/10/7-20-20-SBN-Standards-1.pdf>

Owner's failure to comply with this Section 9 shall be a material breach of this Agreement.

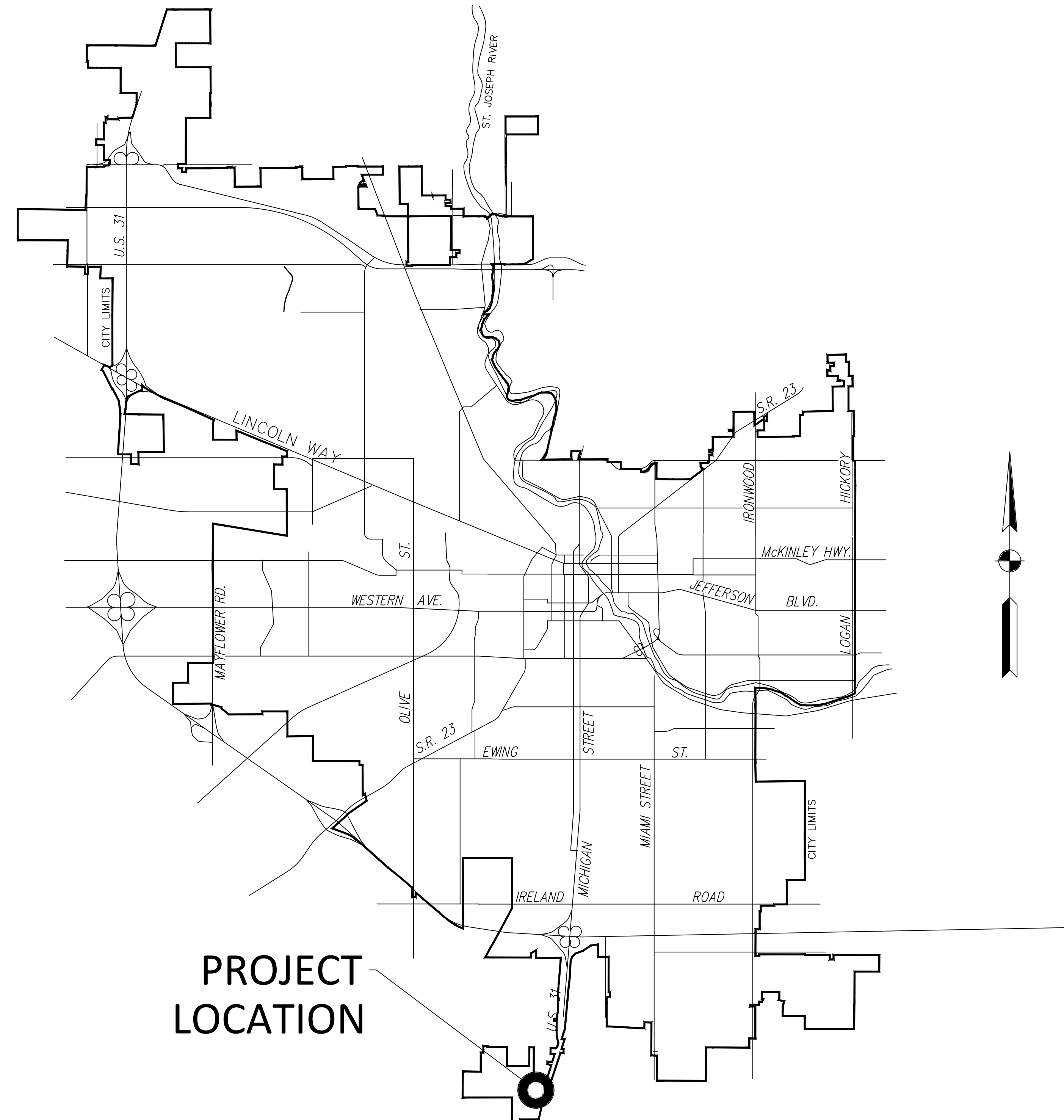
10. System Development Charges

For purposes of this Section 10 of the Agreement, an equivalent residential unit ("ERU") shall mean a single-family residence. For 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 system development charge of \$1,145 shall be collected per ERU and additional portion thereof to be connected. 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

CITY OF SOUTH BEND, INDIANA DEPARTMENT OF PUBLIC WORKS

PROJECT SEWER WATER TRAFFIC STREET OTHER



**PROJECT
LOCATION**

CITY OF SOUTH BEND, INDIANA PREVAILING SPECIFICATIONS LATEST EDITION,
TO BE USED WITH THESE PLANS.

SANITARY SEWER EXTENSION – 311LF
WATER MAIN EXTENSION – 250LF

SEPTEMBER, 2021

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

Elizabeth A. Maradik
Elizabeth A. Maradik, President

Gary A. Gilot
Gary A. Gilot, Member

Murray L. Miller
Murray L. Miller, Member

Joseph R. Molnar
Joseph R. Molnar, Vice President

Jordan V. Gathers, Member

Attest: Theresa M. Heffner, Clerk

Date: August 23, 2022

RECOMMENDATIONS OF CITY STAFF

Charlotte Brach 8/12/2022
CHARLOTTE L. BRACH, PE DESIGN AND ADMINISTRATION DATE

Kara M. Boyles 8/15/2022
KARA M. BOYLES, PHD, PE CITY ENGINEER DATE

Ken Smith 8/19/2022
KEN SMITH WATER WORKS DATE

Larry D Parker Jr 8/15/22
LARRY PARKER SEWER DEPARTMENT DATE

Toy Villa 08/15/2022
TOY VILLA CONSTRUCTION MANAGER DATE

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- SHEET 5 - CONSTR. DETAILS/SPECS.
- SHEET 6 - CONSTRUCTION DETAILS

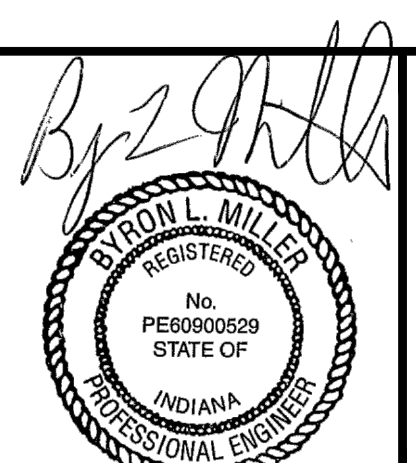
STANDARD DRAWINGS

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PLANS PREPARED BY:
DANCH, HARNER, & ASSOC., INC.
1643 COMMERCE DRIVE
SOUTH BEND, IN 46628

PLANS PREPARED FOR:
CITY OF SOUTH BEND
ENGINEERING DIVISION
1316 COUNTY-CITY BUILDING
SOUTH BEND, IN 46601

Danch, Harner & Associates, Inc.
DHA Land Surveyors • Professional Engineers
Landscape Architects • Land Planners
Office: (574)234-4003 / (800)594-4003 • Fax: (574)234-4119
1643 Commerce Drive • South Bend, IN 46628



SHEET
1 OF 6

FIELDSTONE CENTRE SECOND MAJOR SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 2 TOWNSHIP 36 NORTH, RANGE 2 EAST,
CENTRE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

(BEING A RE-SUBDIVISION OF LOTS 2, 3, 4, & 5 OF FIELDSTONE CENTRE SECTION ONE SUBDIVISION)



GENERAL SURVEY DISCLAIMER NOTES:
THE INFORMATION SHOWN ON THIS DRAWING IS INTENDED FOR THE CLIENT ONLY. ANY REUSE WITHOUT WRITTEN VERIFICATION AND ADAPTATION BY THE LAND SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE LAND SURVEYOR.
ANY UTILITY OR EASEMENT LOCATIONS, IF SHOWN, ARE APPROXIMATE. THE CLIENT MUST FIELD VERIFY UTILITY LOCATIONS WITH THE RESPECTIVE UTILITY COMPANY. THIS LAND SURVEYOR ASSUMES NO LIABILITY FOR THE ACCURACY OF THE LOCATION OR SIZE OF EXISTING UTILITIES OR THE EXISTENCE OR NONEXISTENCE OF ADDITIONAL UNDERGROUND UTILITIES OR STRUCTURES.
NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING, ZONING AND SUBDIVISION ORDINANCES.
UNLESS SPECIFICALLY SHOWN HEREON, THIS SURVEY DOES NOT PURPORT TO INDICATE THE PRESENCE OR ABSENCE OF WETLANDS AND HAZARDOUS OR ENVIRONMENTALLY INJURIOUS MATERIALS. THE SURVEYOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE SAME.

LINE	BEARING	DISTANCE
L1 M	S 00°00'57" W	9.87'
L1 R	S 00°00'00" E	9.87'
L2 M	S 11°08'53" W	150.83'
L2 R	S 11°08'53" W	150.83'

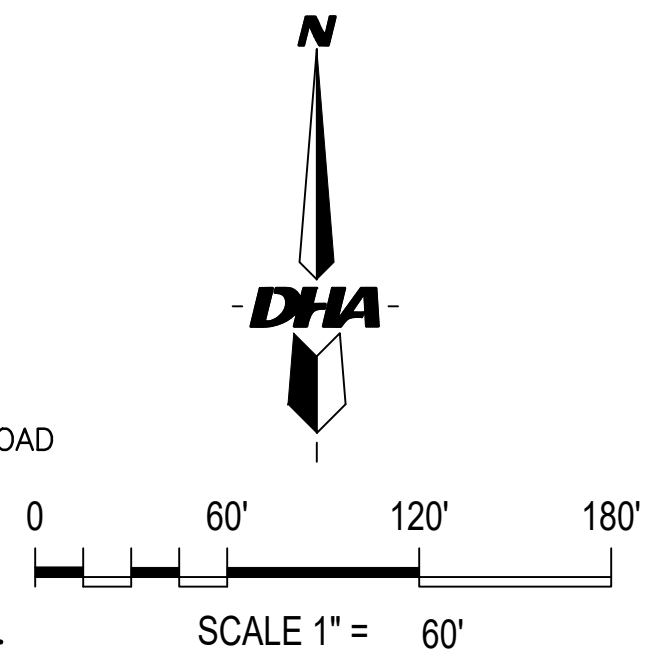
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING
C1 M	05°06'38"	2989.07'	266.61'	S 13°42'12" W
C2	02°41'07"	800'	37.49'	N 88°39'27" E
C3	05°46'13"	800'	80.57'	N 84°25'47" E
C4	08°27'20"	1500'	221.36'	N 85°46'20" E
C5	05°06'27"	3009.07'	268.39'	S 13°42'12" W
C6	03°29'51"	3009.07'	183.69'	S 13°42'12" W
C7	01°36'46"	3009.07'	84.70'	S 13°42'12" W

- LEGEND:**
- (A) 40-FT. WIDE INGRESS/EGRESS AND UTILITY EASEMENT
 - (B) 50-FT. WIDE INGRESS/EGRESS AND UTILITY EASEMENT

SUBDIVIDERS:
HOSPITALITY DEVELOPMENT GROUP F/K/A PATEL LLC
PATEL THAKORBHAI M & SULOCHANA T C/O
HOSPITALITY DEVELOPMENT GROUP
540 STILLHOUSE LANE
MILTON, GA 30004

SURVEYORS & ENGINEERS:
DANCH, HARNER & ASSOCIATES, INC.
1643 COMMERCE DRIVE
SOUTH BEND, IN. 46628
(574) 234-4003
ATTN: MICHAEL DANCH

- EXISTING LEGEND:**
- o = FOUND IRONS
 - o = 5/8" IRONS SET, P.K. NAILS IN ROAD
 - X = CHISELED "X" ON CONCRETE
 - (M) = MEASURED DISTANCE
 - (R) = RECORDED DISTANCE
 - Δ = SET P.K. NAIL



PRIMARY PLAT

DATE	DRAWN BY:	REVISIONS	
4/6/21	GGS	DATE	BY
SCALE	CHECKED BY:		
1" = 60'	MJD		
FILE #	PROJ. MANGR:		
200230.4	MJD		

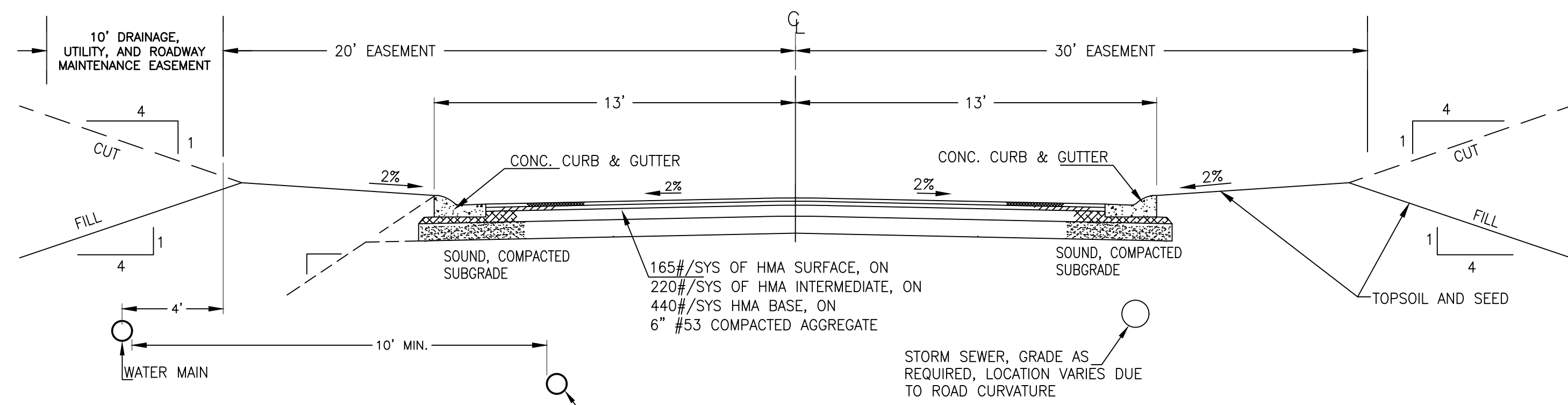
Danch, Harner & Associates, Inc.
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 1643 Commerce Drive • South Bend, IN 46628

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2 OF
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2021-06-08 2:00:00 PM
 8/12/2022 1:25:28 PM

FIELDSTONE CENTRE SECOND MAJOR SUBDIVISION



SUBGRADE CONSTRUCTION NOTES:

1. REMOVE TOPSOIL, GRADE & COMPACT SUBGRADE.
2. SAND/LOAMY SAND FROM THE RETENTION POND EXCAVATION SHALL BE USED TO CONSTRUCT THE ROADWAY SUBBASE. CLAYEY LOAM MAY BE PLACED BEYOND THE EMBANKMENT LIMIT.
3. COMPACTION IN CUTS SHALL BE TO 100% OF STD. PROCTOR
4. COMPACTION IN FILLS SHALL BE TO 95% OF STD. PROCTOR
5. COMPACTED EMBANKMENT & SUBGRADE SHALL EXTEND OUTWARD AT A 2:1 SLOPE FROM THE TOP-BACK OF CURB.

TYPICAL ROADWAY SECTION

- NOT TO SCALE -

GENERAL NOTES

1. ALL SANITARY SEWER AND WATER MAIN WORK SHALL COMPLY WITH THE LATEST ENGINEERING DESIGN STANDARDS AND SPECIFICATION.
2. CONTRACTOR SHALL LOCATE UTILITIES PRIOR TO COMMENCING WORK, AND IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND BEFORE CONTINUING WITH ANY OTHER WORK.
3. WATER MAIN LOCATION IS APPROXIMATE AND HAS NOT BEEN VERIFIED BY SOUTH BEND WATER WORKS DEPARTMENT.
4. MAINTAIN A 10' MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAIN AND STORM/SANITARY SEWER MAINS.
5. DISTURBED AREAS SHALL HAVE 4\"/>

STRUCTURE CHART

SAN-1851	
RIM ELEVATION =	825.03
I.E. 12\"/>	
I.E. 8\"/>	
I.E. 12\"/>	
I.E. 10\"/>	
SAN-2207	
RIM ELEVATION =	811.79
I.E. 12\"/>	
I.E. 12\"/>	
SAN-2208	
RIM ELEVATION =	811.10
I.E. 12\"/>	
I.E. 12\"/>	

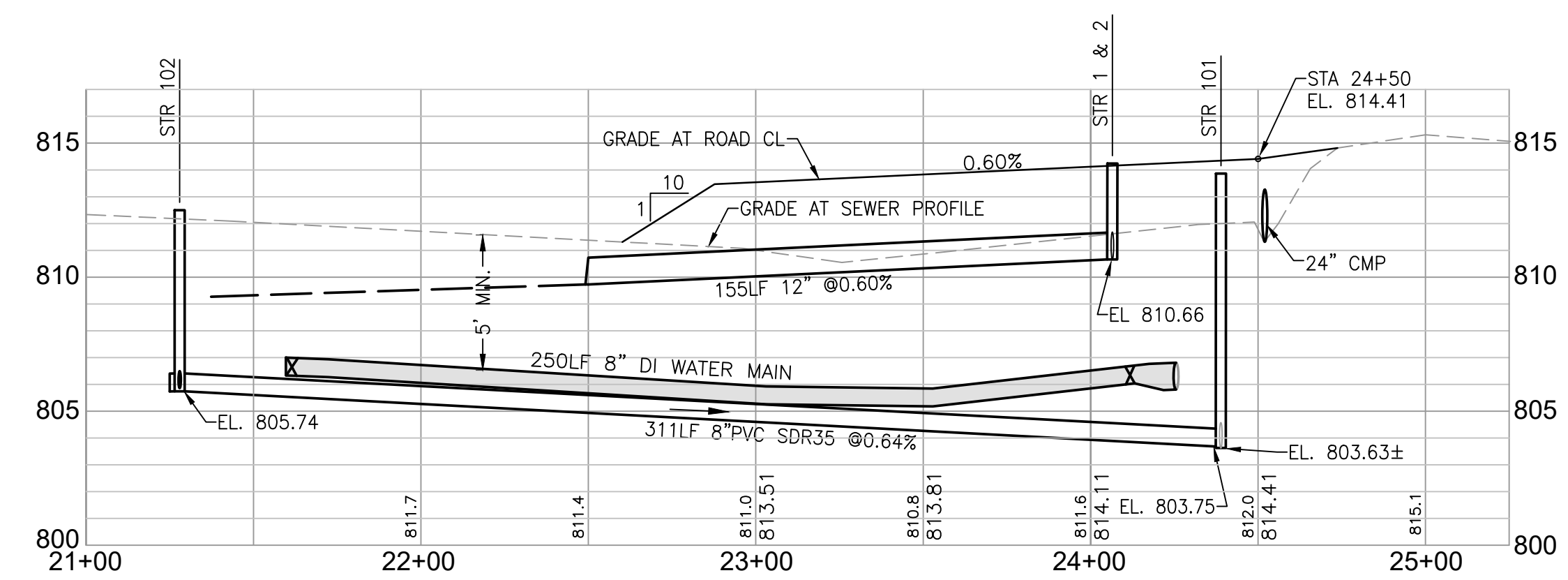
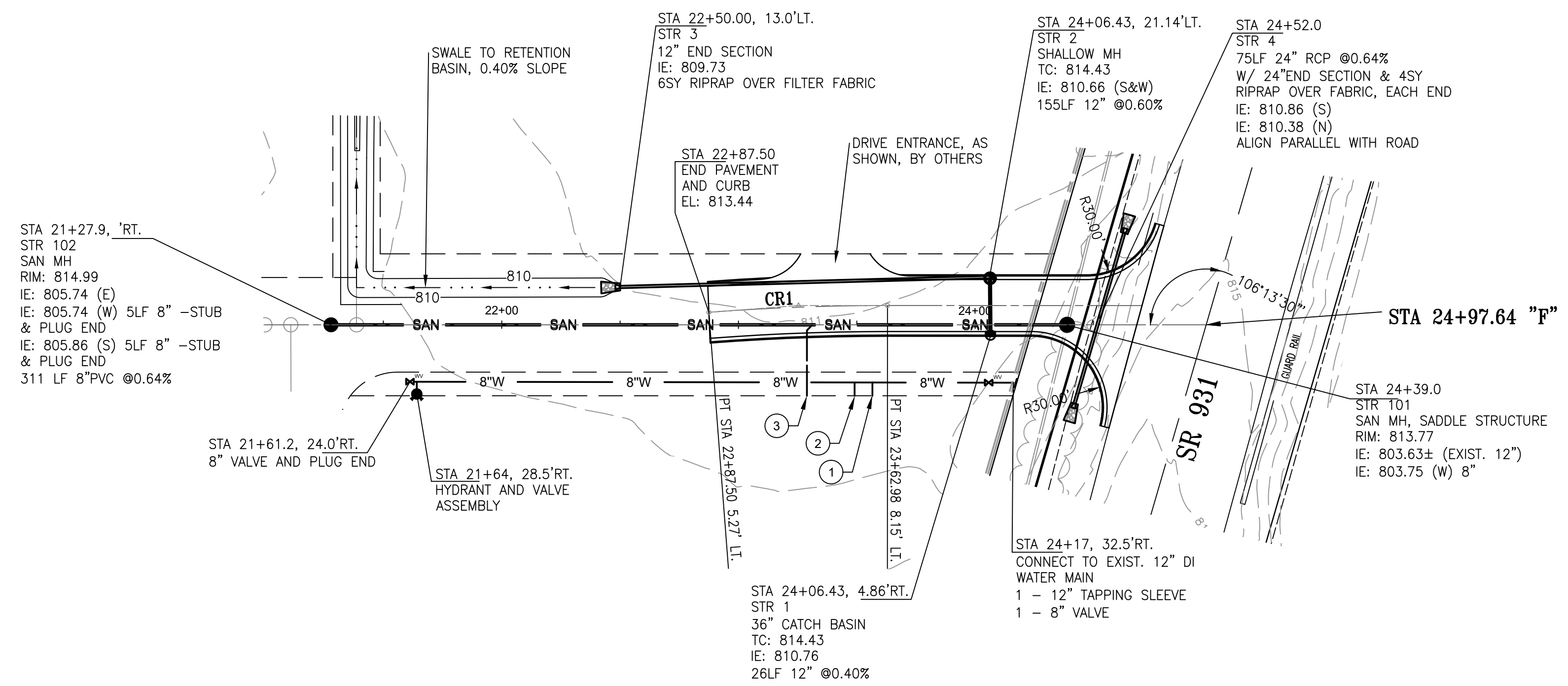
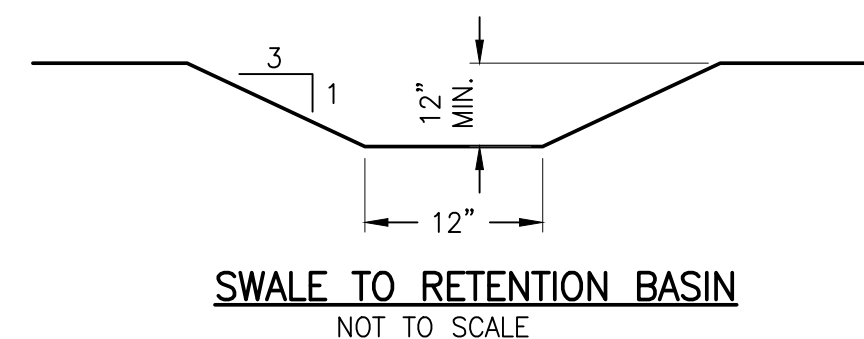
GENERAL SURVEY DISCLAIMER NOTES:

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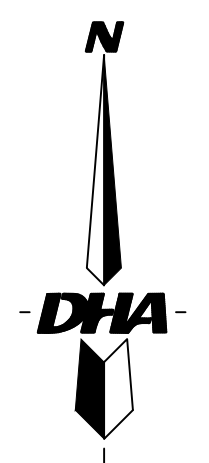


LINE "F" PROFILE

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING
CR1	987.00'	75.56'	N 87°49'14\"/>	

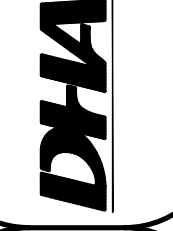
KEYNOTES

1. 2\"/>
2. 6\"/>
3. 6\"/>

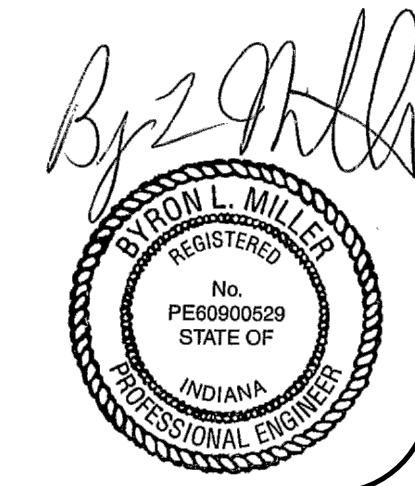


0 40' 80' 120'
SCALE 1" = 40' HORZ.
SCALE 1" = 5' VERT.

Danch, Harner & Associates, Inc.
Land Surveyors • Professional Engineers
Landscape Architects • Land Planners
Office: (571)324-4003 / (800)994-4003 • Fax: (571)324-4119
1843 Commerce Drive • South Bend, IN 46628



SUBDIVIDERS:
HOSPITALITY DEVELOPMENT GROUP F/K/A PATEL LLC
PATEL THAKORBHAI M & SULOCHANA T C/O HOSPITALITY DEVELOPMENT GROUP
540 STILLHOUSE LANE
MILTON, GA 30004



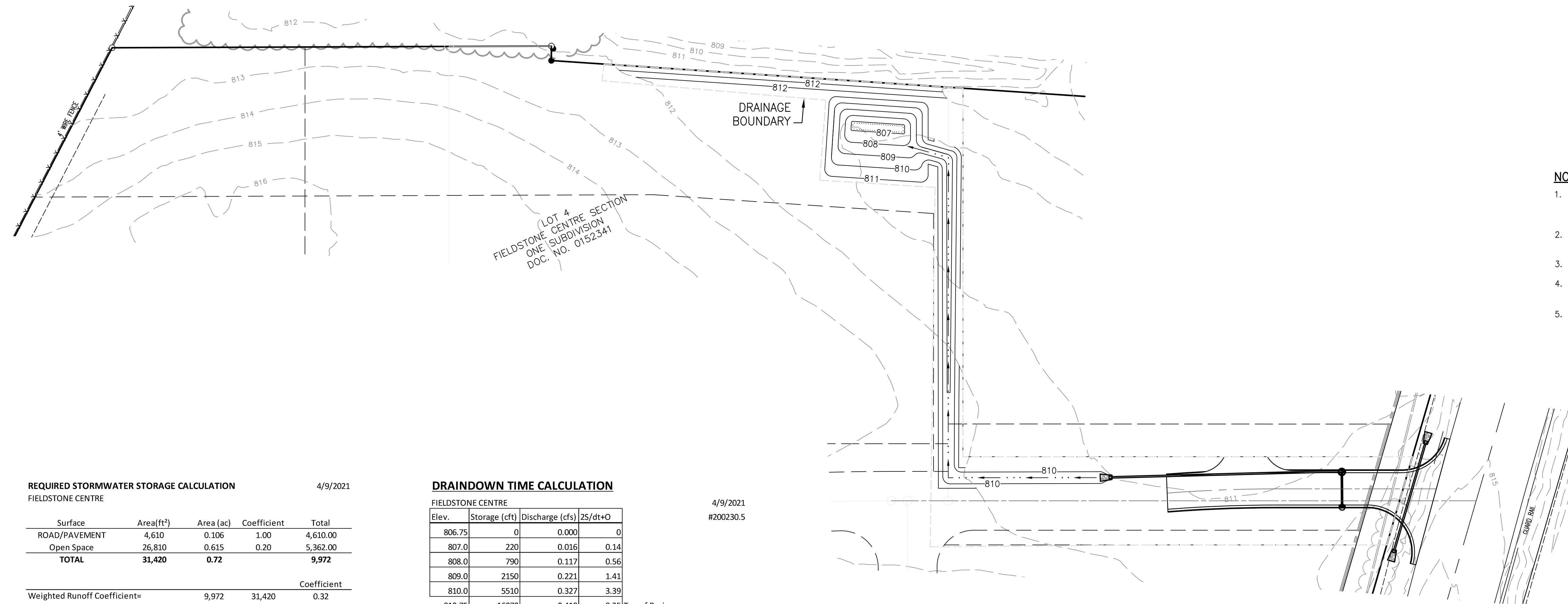
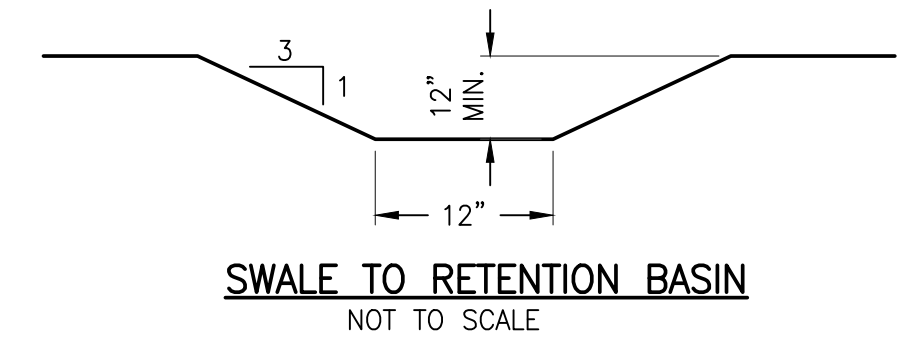
ENTRANCE ROAD PHASE I

DATE	9/7/21	DRAWN BY:	BLM
SCALE	1" = 40'	CHECKED BY:	MJD
FILE #	200230.5	PROJ. MNGR:	MJD

REVISIONS	
DATE	BY

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3 OF
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FIELDSTONE CENTRE SECOND MAJOR SUBDIVISION



- NOTES:**
1. DRAINAGE BASIN SIZING IS ONLY FOR PRIVATE STREET/EASEMENT AREAS. EACH LOT IS RESPONSIBLE FOR MAINTAINING AN APPROVED DRAINAGE SYSTEM ON ITS OWN LOT.
 2. BASIN SIDE SLOPES SHALL NOT EXCEED 4:1 ON THE NORTH, EAST AND WEST SIDES.
 3. THE BASIN SLOPE ON THE SOUTH SIDE SHALL BE 8:1.
 4. ALL DISTURBED AREAS, INCLUDING THE SWALE, SHALL RECEIVE 4" TOPSOIL AND SEED.
 5. SWALE SHALL BE AT 0.40% SLOPE, WITH AN APPROXIMATE SWALE BOTTOM ELEVATION AT THE BASIN OF 808.3±

REQUIRED STORMWATER STORAGE CALCULATION 4/9/2021
FIELDSTONE CENTRE

Surface	Area(ft ²)	Area (ac)	Coefficient	Total
ROAD/PAVEMENT	4,610	0.106	1.00	4,610.00
Open Space	26,810	0.615	0.20	5,362.00
TOTAL	31,420	0.72		9,972

Weighted Runoff Coefficient= $\frac{9,972}{31,420} = 0.32$

$Q = (0.32)(0.234 \text{ in/hr})(0.72 \text{ ac}) = 0.05 \text{ CFS}$
 $\text{Vol} = 0.05 \text{ ft}^3/\text{sec} \times 24 \text{ hrs} \times 60 \text{ min} \times 60 \text{ sec} = 4,658 \text{ CF}$
 $4658 \text{ ft}^3 \times 1.06 \text{ (6% for siltation)} = \mathbf{4,940 \text{ CF Storage Required}}$

PROPOSED RETENTION BASIN

ELEV.	AREA (SFT)	DISTANCE	VOL. (CF)	SUM VOL. (CF)
806.75	-	0	0	0
807	220	0.25	27.5	20
808	790	1	505	525
809	2,150	1	1,470	1,995
810	5,510	1	3,830	5,825
811	27,980	1	16,745	22,570
Total Volume			22,570	

Top of Basin is Elevation 811.0, Providing a Freeboard of 1'± Per City of South Bend Standards

STORAGE PROVIDED BY THE RETENTION BASIN	22,570 CFT
STORAGE REQUIRED FOR THE SITE	4,940 CFT @ EL. 809.77
SURPLUS STORAGE VOLUME	17,630 CFT

DRAINDOWN TIME CALCULATION 4/9/2021
FIELDSTONE CENTRE #200230.5

Elev.	Storage (cft)	Discharge (cfs)	2S/dt+O
806.75	0	0.000	0
807.0	220	0.016	0.14
808.0	790	0.117	0.56
809.0	2150	0.221	1.41
810.0	5510	0.327	3.39
810.75	16070	0.418	9.35

$\text{Discharge} = (\text{Slope Area}) \times (\text{Infiltration Rate})$
 $dt = 60 \text{ minutes}$

Basin Storm Water Depth

Time (hrs)	Inflow (cfs)	I1+I2	2S/dt+O	O	2S/dt-O
2	0.05	0	0.00	0.00	0.00
3	0.12	0.17	0.17	0.99	0.00
4	0.06	0.18	0.18	1.07	0.00
5	0.12	0.18	0.18	1.07	0.00
6	0.14	0.26	0.26	2.14	0.00
7	0.11	0.25	0.25	1.95	0.00
8	0.08	0.19	0.19	1.16	0.00
9	0.09	0.17	0.17	0.99	0.00
10	0.07	0.16	0.16	0.91	0.00
11	0.05	0.12	0.12	0.57	0.00
12	0.06	0.11	0.11	0.53	0.00
14	0.05	0.11	0.11	0.53	0.00
15	0	0.05	0.05	0.28	0.00
16	0	0	0.00	0.00	0.00
17	0	0	0.00	0.00	0.00
18	0	0	0.00	0.00	0.00

Basin drains within 48 hours, infiltration rate of 0.7 in/hr

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SUBMITTERS:
 HOSPITALITY DEVELOPMENT GROUP F/K/A PATEL LLC
 PATEL THAKORBHAI M & SULOCHANA T C/O HOSPITALITY DEVELOPMENT GROUP
 540 STILLHOUSE LANE
 MILTON, GA 30004

DRAINAGE PLAN

DATE	DRAWN BY:	REVISIONS	
9/7/21	BLM	DATE	BY
SCALE	CHECKED BY:		
1" = 40'	MJD		
FILE #	PROJ. MANGR:		
200230.5	MJD		

Danch, Harmer & Associates, Inc.
 Land Surveyors • Professional Engineers
 Landscape Architects • Land Planners
 Office: (571)234-4003 / (800)994-4003 • Fax: (571)234-4119
 1843 Commerce Drive • South Bend, IN 46628

DHA

SHEET **4** OF **6**

2021-06-08 202305 09.dwg 8/12/2022 1:25 PM SWM

FIELDSTONE CENTRE SECOND MAJOR SUBDIVISION

SECTION 4 - SANITARY

PLAN VIEW

DETAIL A

SECTION VIEW

NOTES:

- All manholes shall be manufactured and installed in compliance with ASTM C-478.
- All pipe connections shall be made with integral resilient fittings complying with ASTM C-923.
- Flow channel shall conform to the shape of the connecting sanitary sewer and be made through the bottom surface of the manhole. The channel walls shall be formed or shaped to the full height of the crown of the outlet sewer.
- Refer to manhole size vs. pipe size chart on Standard 4-2.
- Completed manholes shall be tested with negative air pressure (vacuum) in accordance with ASTM C-1244-93.
- At manholes where a smaller diameter sewer joins a larger diameter sewer, the invert of the larger sewer shall be lowered such that the elevation at 80% of the pipe diameter of both sewers is matched (Refer to Detail A above).
- The Design Engineer to be responsible for setting pipe invert elevations to account for minor losses through the manhole.

REF STD SPEC SEC 4-2, 4-3 and 4-4

APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

STANDARD 4-1

TYPE A MANHOLE - STANDARD PRE-CAST

SECTION 4 - SANITARY

SECTION VIEW

NOTES:

- Manhole castings shall be Heavy Duty (H-20 rated). Castings shall be East Jordan Iron Works 1040A, Neenah R-1642, or US Foundry 206 Ring & T.L. Cover.
- Casting lid shall be solid with two (2) concealed pickholes for sanitary or combined sewer manholes and two (2) open pickholes for storm sewer manholes. The text SANITARY shall be cast into the lid for sanitary or combined sewer manholes. The text STORM shall be cast into lid for storm sewer manholes.
- Where directed by the City, casting lids shall bolt down. Bolts shall be provided with an anti-seizing agent.
- For manholes 72-inch diameter and larger, the clear opening shall be 36-inch diameter. The casting shall be Heavy Duty (H-20 Rated). Casting shall be East Jordan Iron Works V-1600-S or Neenah S-1741-D.
- For casting adjustment of existing brick manholes, remove old bricks down to a solid base. Then level with mortar and build up with pre-cast adjusting rings.
- 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".

REF STD SPEC SEC 4-2

APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date
1	US Foundry Addition	10/26/2021

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

STANDARD 4-6

TYPICAL MANHOLE CASTING & ADJUSTING RINGS

SECTION 4 - SANITARY

PIPE BEDDING DETAIL

NOTES:

- 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 OSHA Regulation 29 C.F.R. 1926, Subpart P for Trench Safety Systems.
- All PVC pipe for sanitary sewers shall be installed in accordance with ASTM D2321.
- There shall be no rocks or stones greater than 2" in any dimension within 6" of the pipe wall or bell.
- Flexible Pipe: Embedment materials for bedding, haunching and initial backfill shall comply with the requirements of ASTM D2321, Classes I (INDOT #18 or #19), II (INDOT #53, #73, or #74, or B-Borrow) 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.
- 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 #18, #19 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.
- 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.
- The placement and compaction of backfill shall not cause displacement of the pipe.
- For multiple pipes in same trench:
 - Place bedding to Spring Line of first pipe across entire trench width.
 - Placement of next pipe, re-excavate trench as needed.
 - For additional pipes repeat as required.
- Refer to INDOT Standard Specification Section 213 for flowable fill (removable) requirements.

REF STD SPEC SEC 4-2 and 4-3

APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

STANDARD 4-11

PIPE BEDDING DETAIL

SECTION 4 - SANITARY

SECTION VIEW

PLAN SLAB REINFORCING

END VIEW - ALTERNATE

END VIEW - TYPICAL

NOTES:

- All manholes shall be manufactured and installed in compliance with ASTM C-478.
- Flow channel shall conform to the shape of the connecting sanitary sewer and be made through the bottom surface of the manhole. The channel walls shall be formed or shaped to the full height of the crown of the outlet sewer.
- Completed manholes shall be tested with negative air pressure (vacuum) in accordance with ASTM C-1244-93.

REF STD SPEC SEC 4-2, 4-3 and 4-4

APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

STANDARD 4-5

SADDLE STRUCTURE

MATERIAL REQUIREMENTS AND WATER, SANITARY, STORM NOTES

- SANITARY SEWER PIPING TO BE PVC ASTM D3034 SDR35.
- ALL MANHOLES SHALL BE REINFORCED CONCRETE PRECAST (ASTM C478).
- ALL SANITARY SEWERS SHALL BE TESTED FOR LEAKAGE IN ACCORDANCE WITH CITY STANDARDS PRIOR TO ACCEPTANCE BY THE OWNER - THE ENGINEER SHALL WITNESS THE TESTS. COPIES OF THE TEST RESULTS SHALL BE FURNISHED TO THE OWNER, THE CITY AND THE ENGINEER.
- P.V.C. SANITARY SEWERS SHALL BE TESTED FOR DEFLECTION USING A MANDRELL WHICH IS 95% OF THE INSIDE DIAMETER OF THE PIPE, AS DEFINED IN THE APPLICABLE A.S.T.M. STANDARDS. ANY PIPE FAILING THE TEST SHALL BE RE-EXCAVATED AND REPLACED, SO THAT ALL COMPLETED PIPE PASSES A RETEST. THE DEFLECTION TEST SHALL BE PERFORMED NOT LESS THAN 30 DAYS AFTER BACKFILL OF THE TRENCHES. ALL OTHER DETAILS OF THE MANDRELL TEST SHALL BE IN ACCORDANCE WITH "TEN STATES" STANDARDS.
- ALL SANITARY SEWERS SHALL BE TESTED FOR INFILTRATION OR EXFILTRATION HYDROSTATICALLY, WITH A MINIMUM TESTING HEAD OF 2 FEET, TAKING INTO CONSIDERATION THE STATIC GROUNDWATER ELEVATION WITH RESPECT TO THE PIPE AT THE TIME OF THE TEST. THE MAXIMUM ALLOWABLE LEAKAGE SHALL BE 200 GALLONS PER DAY PER INCH DIAMETER PER MILE OF PIPE.
- THE RESULTS OF THE INFILTRATION/EXFILTRATION TEST ON THE COMPLETED SEWER SHALL BE SUBMITTED TO DANCH, HARNER & ASSOCIATES, INC. WITHIN THREE WEEKS OF COMPLETION OF CONSTRUCTION.
- ALL SANITARY SEWER MANHOLES SHALL BE INSPECTED AFTER COMPLETION FOR GENERAL CONDITION, CRACKS, LEAKAGE OF GROUNDWATER OR OTHER DEFECTS. IF PORTIONS OF THE MANHOLES ARE ANTICIPATED TO BE EXPOSED TO STATIC GROUNDWATER AFTER COMPLETION, THE MANHOLE SHALL BE TESTED FOR WATER TIGHTNESS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF TEN STATES STANDARDS, LATEST EDITION. [REFER TO CITY OF SOUTH BEND STANDARD DETAIL SHEET WW-1]
- WATER AND SEWER LINES SHALL MAINTAIN A MINIMUM OF 10 FEET, MEASURED EDGE TO EDGE, HORIZONTAL SEPARATION. VERTICAL SEPARATION SHALL BE A MINIMUM OF 18 INCHES.

GENERAL NOTES

- ALL WORK TO COMPLY WITH LOCAL AND STATE CODES & STANDARDS OF CONSTRUCTION.
- ALL TESTING REQUIRED BY GOVERNMENTAL AUTHORITIES IS TO BE PERFORMED BY THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES. QUANTITIES GIVEN ARE APPROXIMATE AND MUST BE VERIFIED. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION.
- PROVIDE AS-BUILT CONSTRUCTION RECORD DRAWINGS IN ACCORDANCE WITH THE CITY OF SOUTH BEND PREVAILING SPECIFICATION FOR PUBLIC WORKS.
- DETAILS AND SPECIFICATIONS SHOWN ON THIS PLAN ARE INTENDED TO COMPLEMENT THE PROJECT PLANS AND STANDARD DETAILS. IN CASES OF CONFLICTS BETWEEN THESE PLANS AND OTHER SPECIFICATIONS, THE MORE RESTRICTIVE CASE APPLIES, UNLESS SPECIFICALLY OVERRIDDEN.
- CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES ON THE SITE AND RIGHT OF WAY PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO ENSURE THAT THOSE UTILITIES WILL NOT BE DAMAGED OR DISTURBED. CONTRACTOR SHALL ALSO CONTACT ALL APPROPRIATE UTILITY COMPANIES, INCLUDING THE CITY OF SOUTH BEND, TO COORDINATE ALL UTILITY INSTALLATIONS.
- CONTRACTOR SHALL VERIFY LOCATION OF SANITARY AND WATER SERVICES TO THE BUILDING.
- GRANULAR BACKFILL MATERIAL IS REQUIRED IN ALL PIPE TRENCHES LOCATED UNDER PAVEMENT. BACKFILL SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

SUBMITTERS:

HOSPITALITY DEVELOPMENT GROUP F/K/A PATEL LLC
 PATEL THAKORBHAI M & SULOCHANA T C/O HOSPITALITY
 DEVELOPMENT GROUP
 540 STILLHOUSE LANE
 MILTON, GA 30004



DETAILS & SPECIFICATIONS

DATE	9/7/21	DRAWN BY:	BLM
SCALE	NTS	CHECKED BY:	MJD
FILE #	200230.5	PROJ. MNGR:	MJD

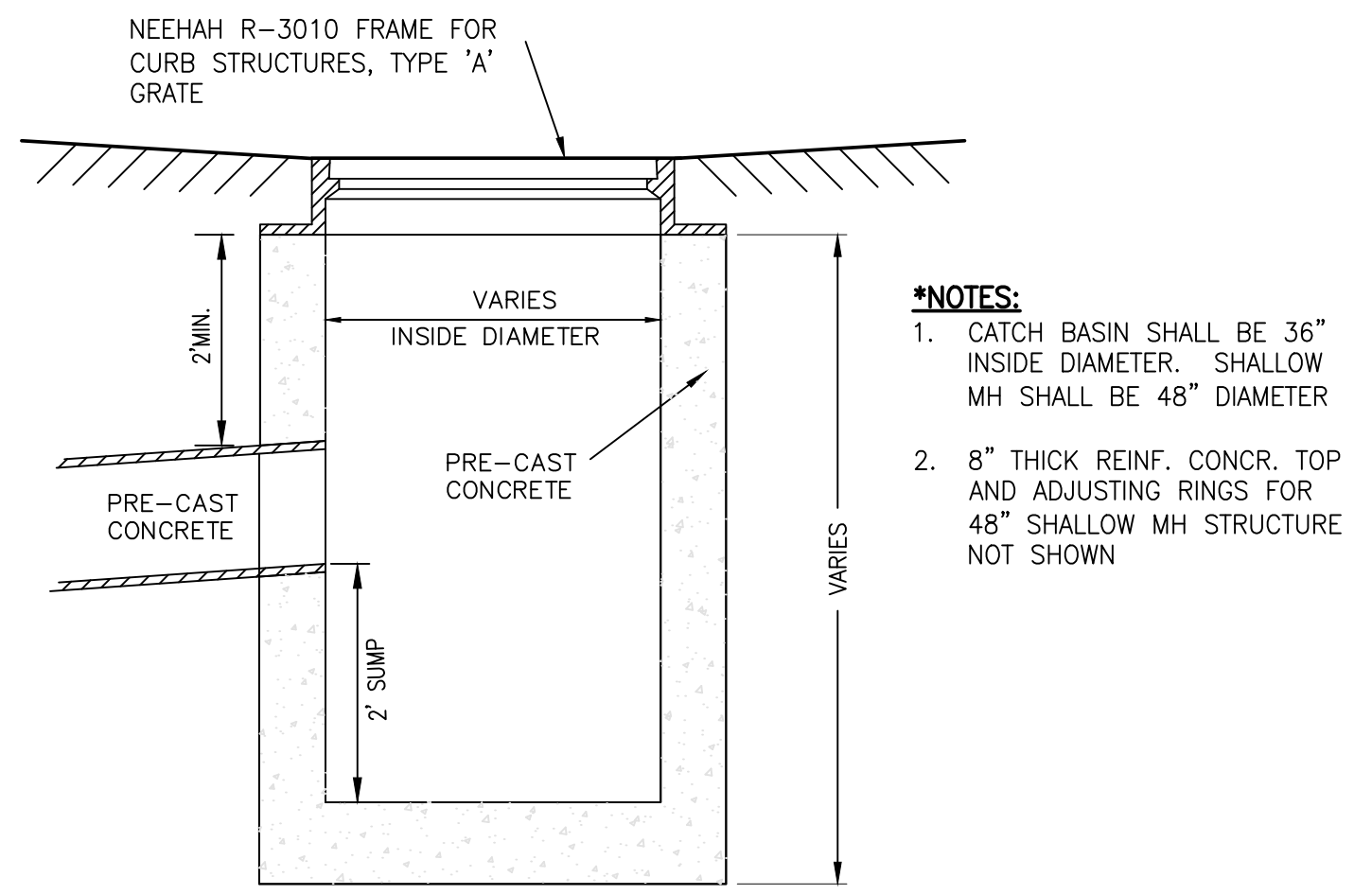
REVISIONS		DATE	BY

Danch, Harner & Associates, Inc.
 Land Surveyors • Professional Engineers
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 Office: (571)234-4003 / (800)994-4003 • Fax: (571)234-4119
 1643 Commerce Drive • South Bend, IN 46628

DHA

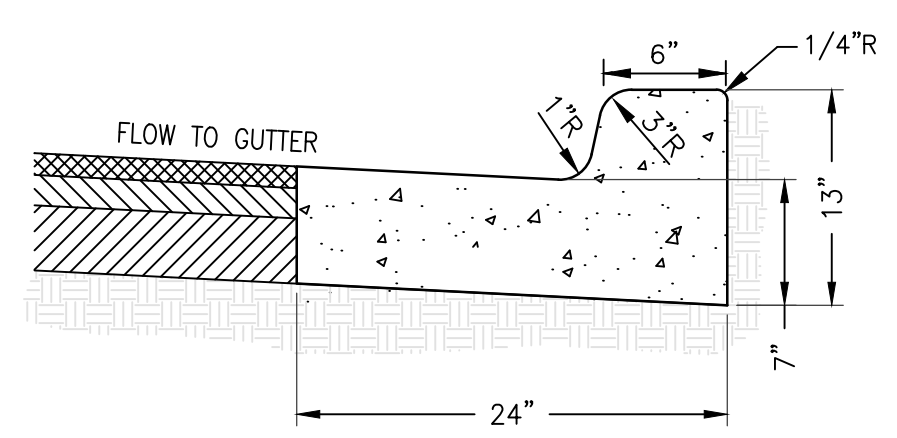
SHEET 5 OF 6

FIELDSTONE CENTRE SECOND MAJOR SUBDIVISION



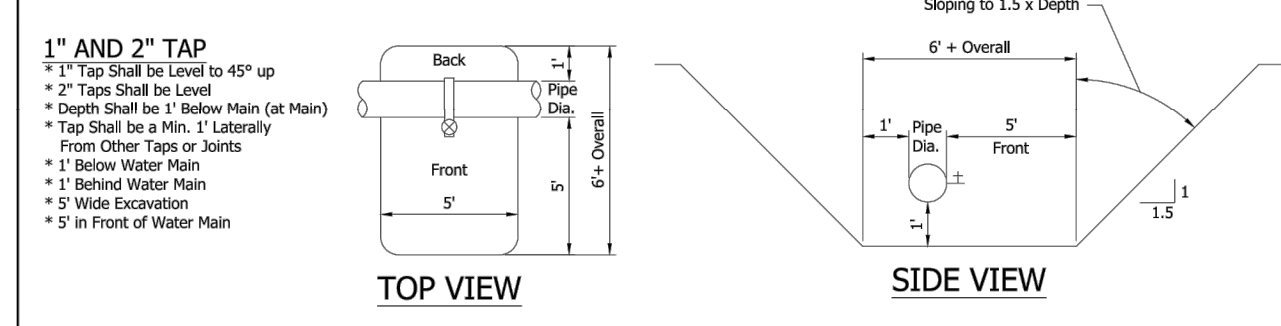
- NOTES:**
- CATCH BASIN SHALL BE 36" INSIDE DIAMETER. SHALLOW MH SHALL BE 48" DIAMETER
 - 8" THICK REINF. CONCR. TOP AND ADJUSTING RINGS FOR 48" SHALLOW MH STRUCTURE NOT SHOWN

CATCH BASIN/SHALLOW MH
SCALE: NTS

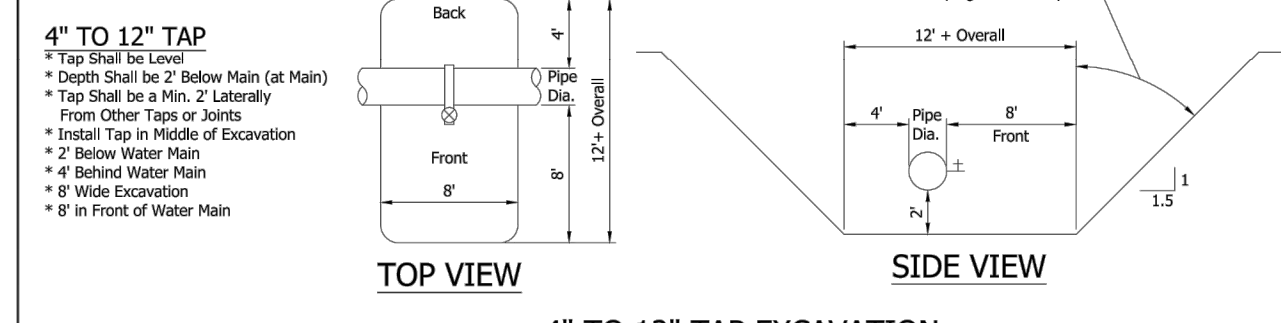


CONC. CURB & GUTTER
SCALE: NTS

SECTION 5 - WATER WORKS



1" AND 2" TAP EXCAVATION

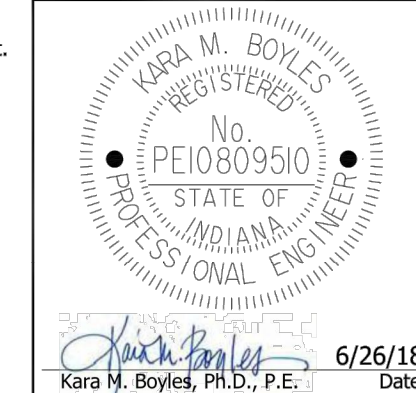


4" TO 12" TAP EXCAVATION

NOTE:
Shown are minimum excavations required - sheeting and shielding or sloping to 1.5 x depth is also needed.

SOUTH BEND WATER WORKS TAPPING REQUIREMENTS:

- Call 811 or (800) 382-5544 for utility locates a minimum of 48 hours prior to excavation.
- The plumber or contractor must obtain all permits required by the City Engineering Department, (excavation, street cuts, and sidewalk permits)
- Call Engineering Department (574) 235-9251 a minimum of 48 hours prior to excavation and street closure.
- Call City Water Works Department at (574) 235-9279 for tap fee requirements. The tap fee is to be paid to the Water Works Engineering Department, 830 N Michigan St.
- Schedule taps through Field Operations number at (574) 235-9464.
- Excavate, expose and clean water main for tap.
- Material supplied by South Bend Water Works:
2" and smaller - corporation stop, curb stop and stop box
4" and larger - tapping sleeve and valve, roadway/valve box
- All excavations must meet O.S.H.A. excavation standards.
- Contractor shall provide all sheeting and shielding.
- Domestic branches off of fire lines are strictly prohibited.
- Any abandoned service lines within the property frontage of the new tap shall be disconnected at the water main by the contractor during the tap excavation. This applies to services at the same address as well as any other connections.



REF STD SPEC SEC 5-2.5(e) and 5-2.5(g)
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

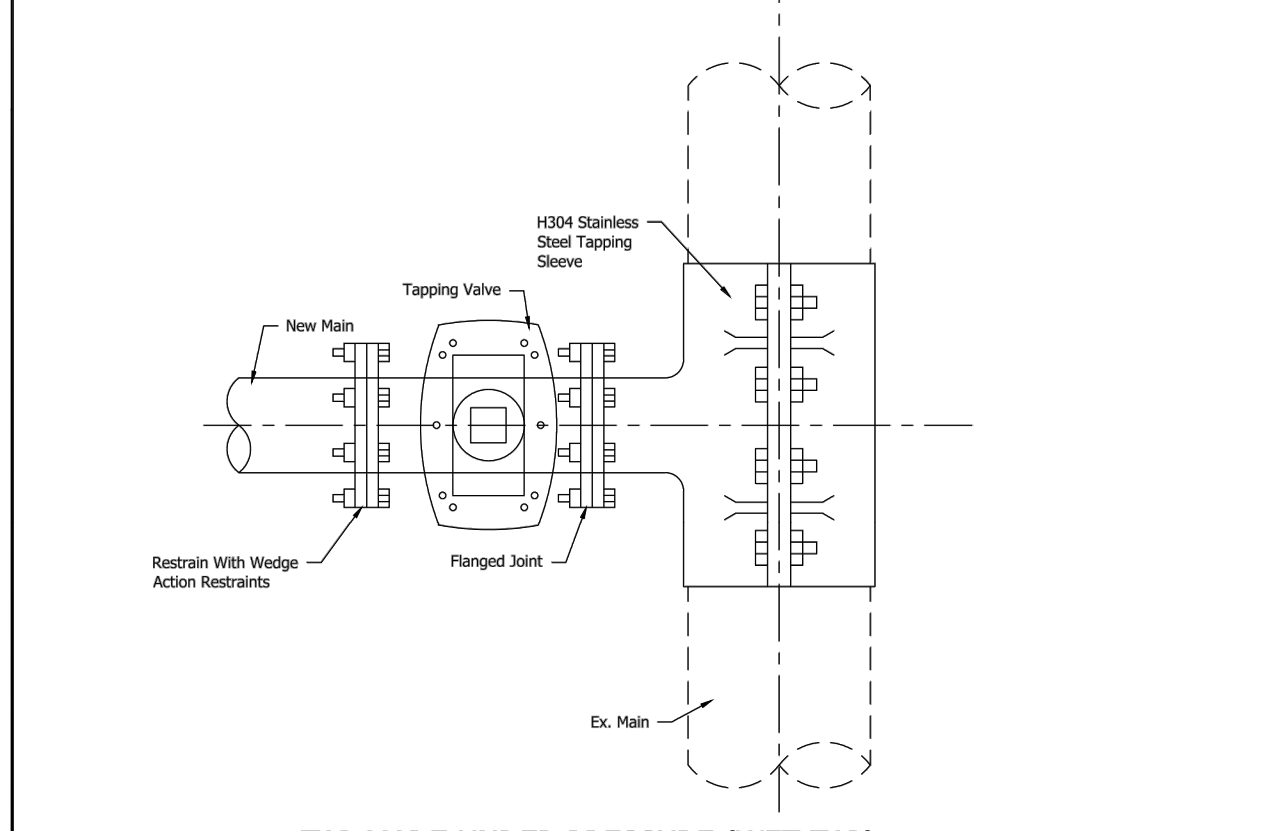
Item	Revision	Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

TAPPING REQUIREMENTS STANDARD 5-1

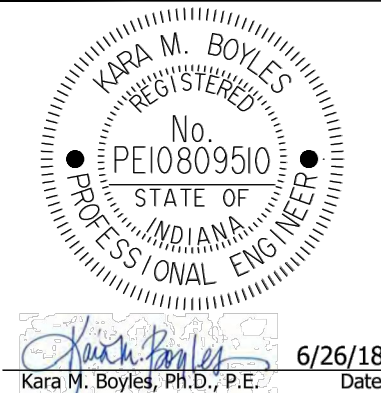
SECTION 5 - WATER WORKS



TAP MADE UNDER PRESSURE (WET TAP) CONNECTING NEW MAIN TO EXISTING MAIN

NOTES:

- Tapping valves shall be Clow, Mueller, or approved equal.
- The physical tapping of the existing water main shall be performed by the city's utility distribution department. All excavation and preparation work shall be performed by the contractor, and the contractor shall provide all materials. The utility will only perform the physical tap. Contractor shall coordinate with the Water Department.



REF STD SPEC SEC 5-2.5(e)
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

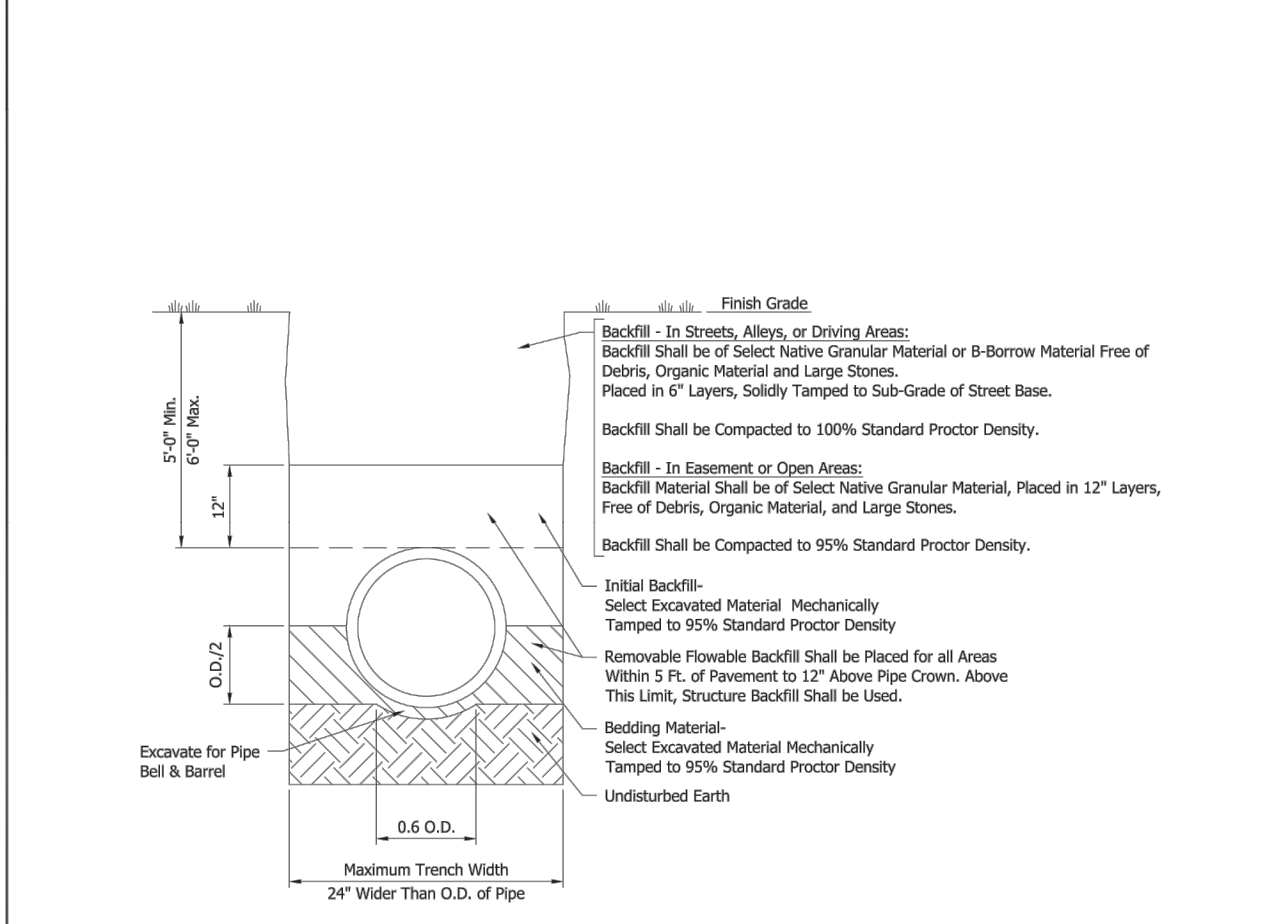
Item	Revision	Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

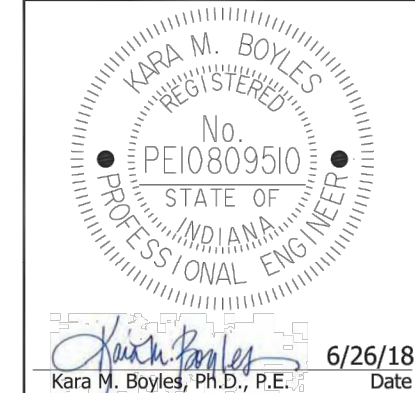
TAPPING SLEEVE AND VALVE STANDARD 5-2

SECTION 5 - WATER WORKS



NOTES:

- 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 OSHA Regulation 29 C.F.R. 1926, Subpart P for Trench Safety Systems.
- 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.
- Minimum easement width for water main shall be 10'.
- Minimum obstruction setback requirement from water main shall be 10'. Obstructions shall include structures, other utilities, trees, and landscaping.



REF STD SPEC SEC 5-3.2 and 5-3.9
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

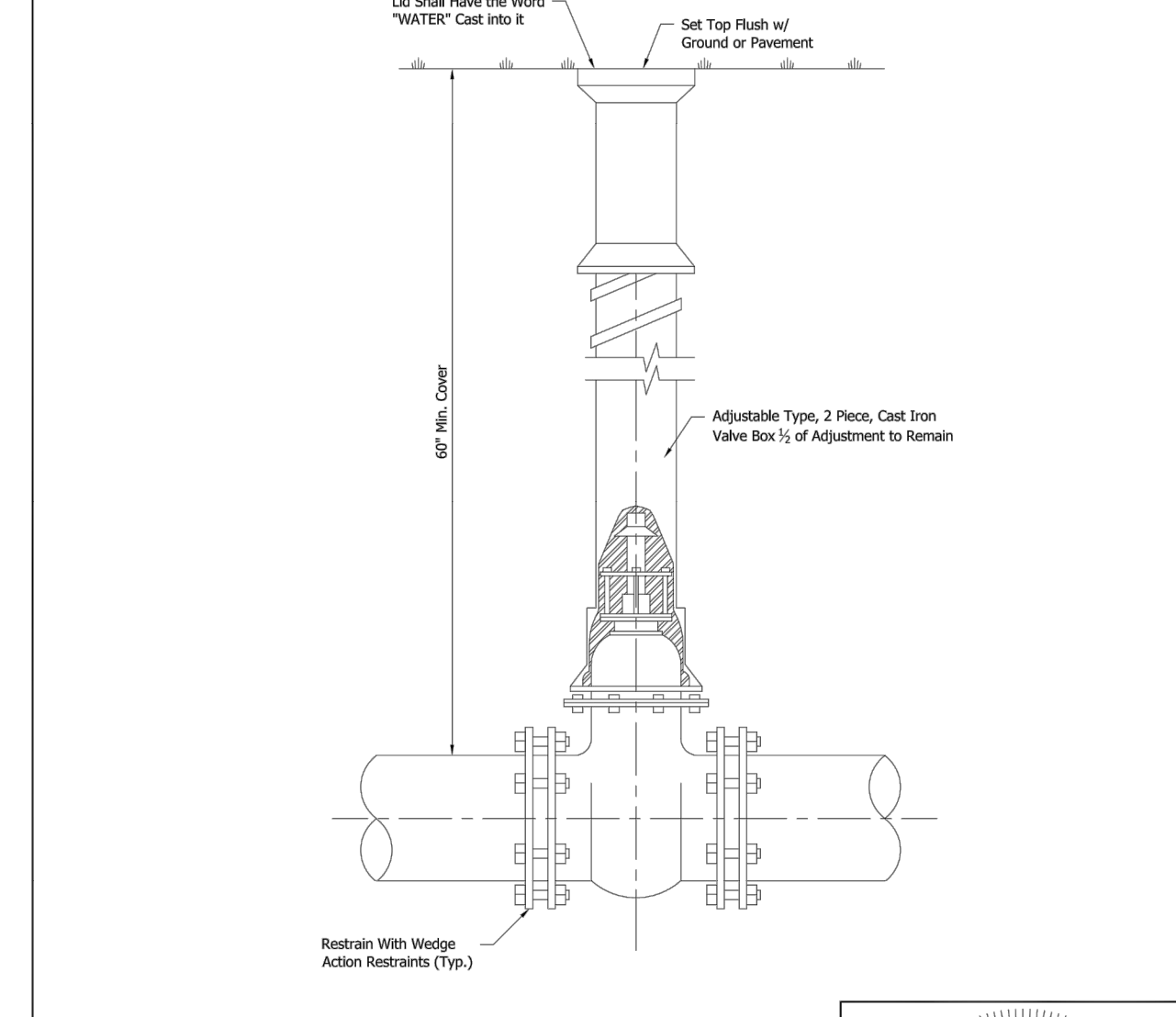
Item	Revision	Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

TRENCH DETAIL FOR WATER MAIN IN SUITABLE SOIL STANDARD 5-6

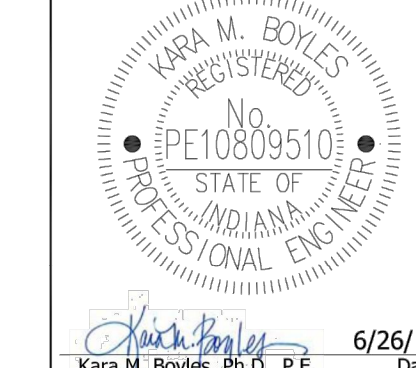
SECTION 5 - WATER WORKS



TYPICAL GATE VALVE AND BOX

NOTES:

- Gate valves shall be manufactured by Clow, Mueller, Kennedy, or approved equal.
- Valve box shall be manufactured by Tyler Pipe Industries Model 664-S or approved equal
- Gate valves shall be used on water main pipe 12-inches and smaller.
- Valve spacing shall be no greater than 1,000 feet. A main line valve shall be placed at each intersection.
- Valve locations shall be configured to be within 3 ft. of adjoining fittings.



REF STD SPEC SEC 5-2.5(a)
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

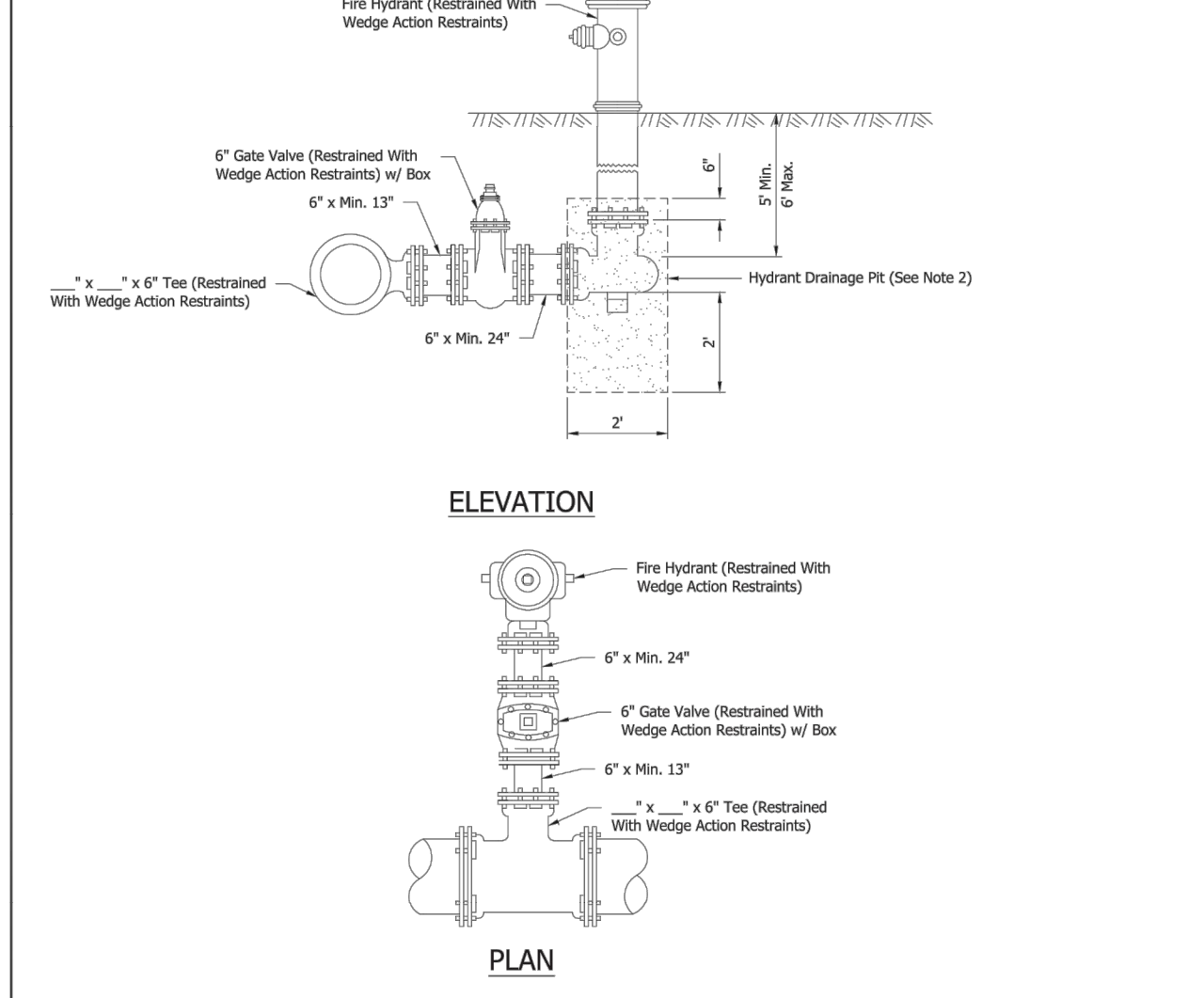
Item	Revision	Approved Date
1	Kennedy Addition	10/26/2021

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

TYPICAL GATE VALVE AND BOX STANDARD 5-8

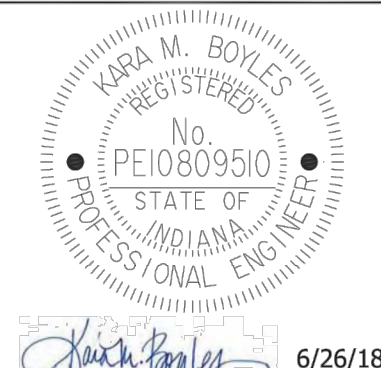
SECTION 5 - WATER WORKS



FIRE HYDRANT ASSEMBLY

NOTES:

- Any subgrade disturbed beneath hydrant shall be thoroughly compacted or suitable material shall be furnished, placed and compacted to provide a firm foundation for the hydrant.
- Hydrant drainage: To prevent freezing of the hydrant barrel if it were not drained, a drainage pit 2'x2' shall be excavated below the hydrant and filled with coarse gravel or crushed stone mixed with sand to a depth of 6" above the hydrant opening, providing sufficient aggregate void space to more than equal the volume of the barrel. The drainage pit should neither be near, nor have a connection to a sewer.
- Hydrant painting: Hydrants to be painted red, white and blue per manufacturers paint specs.
- All pipe, fitting and valve joints shall be restrained with wedge action restraints.



REF STD SPEC SEC 5-2.6 and 5-3.10
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

FIRE HYDRANT ASSEMBLY STANDARD 5-11

SUBMITTERS:
HOSPITALITY DEVELOPMENT GROUP F/K/A PATEL LLC
PATEL THAKORBHAI M & SULOCHANA T C/O HOSPITALITY DEVELOPMENT GROUP
540 STILLHOUSE LANE
MILTON, GA 30004



DETAILS & SPECIFICATIONS

DATE	9/7/21	DRAWN BY:	BLM
SCALE	NTS	CHECKED BY:	MJD
FILE #	200230.5	PROJ. MNGR:	MJD

REVISIONS			
DATE	BY	DATE	BY

Danch, Harmer & Associates, Inc.
Land Surveyors • Professional Engineers
Landscape Architects • Land Planners

DHA

Office: (574) 234-4003 / (800) 994-4003 • Fax: (574) 234-4119
1843 Commerce Drive • South Bend, IN 46628

calculated as the relationship between the Average Daily Flow reported in the water capacity certification for the structure and 310 gallons per day.

For this development and the purposes of this Agreement, the parties understand and agree that in 2001, assessment fees were paid for Lot 5 on this site to the City in the amount of \$6,562.05 (Sewer) and \$3,810.32 (water) based on calculations further described in Exhibit E. The parties further understand and agree that each individual property owner within the Fieldstone Center 2nd Major Subdivision (“Individual Property Owner”) will be required to submit a utility verification form and request for an estimated System Development Charge to the City’s Public Works Department. The System Development Charge and Utility Verification Fee (“Fees”) will be calculated for the Individual Property Owner as each individual commercial facility is connected to water and sewer, but this Fees will be credited against the 2001 payment until those funds are depleted. On a quarterly basis, Owner shall provide the City Engineer or her designee with written proof that each Individual Property Owner has reimbursed the Owner the Fees until all such fees have been paid.

11. Indemnification

In the event that Owner does not complete the Dedicated Improvements in accordance with Exhibit A, Owner agrees and undertakes to indemnify, defend, 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 arising out of this Agreement which may be brought by any person or entity.

12. Insurance

Owner, or 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 understands and agrees the amount of insurance does not in any way limit liability under this agreement to \$5,000,000. The Certificate of Insurance shall be provided concurrently with the execution of this Agreement and attached as Exhibit D.

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 that 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, including, but not limited to, I.C. § 8-1-2-101.5 and 170 I.A.C. 6-1.5 *et seq.* and/or 170 I.A.C. 8.5-4 *et seq.* regarding the dispute resolution process of customer complaints, 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 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"

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

PATEL LLC
D/B/A



HOSPITALITY DEVELOPMENT GROUP

Elizabeth A. Maradik, President

By: 
Printed: HODGE PATEL
Title: MANAGER



Joseph R. Molnar, Vice President



Gary A. Gilot, Member

Jordan V. Gathers, Member



Murray L. Miller, Member

ATTEST:



Theresa M. Heffner, Clerk

Date: August 23, 2022

EXHIBIT A

DEDICATED IMPROVEMENTS

EXHIBIT B

ENGINEER'S ESTIMATE

PROJECT
 NAME: **Fieldstone Centre - Municipal Improvements Estimate**

DHA #: 200230.5

date: [5/27/2022](#)

Engineer's Estimated Cost of Construction					Total: (+25% bond contingency)	\$ 130,220.00
ID	ITEM	UNIT	QTY	UNIT PRICE	EXTENSION	
1	Mobilization & Demobilization	LS	1	\$ 14,000.00	\$ 14,000.00	
2	Construction Engineering	LS	1	\$ 1,100.00	\$ 1,100.00	
3	Clearing	LS	1	\$ 2,500.00	\$ 2,500.00	
4	Construction Record Survey	LS	1	\$ 1,200.00	\$ 1,200.00	
5	Excavation, Comon	CYS	780	\$ 15.00	\$ 11,700.00	
6	Water Main, 8" Valve	LFT	2	\$ 2,400.00	\$ 4,800.00	
7	Water Main, 12"x8" Tapping Sleeve	EA	1	\$ 2,400.00	\$ 2,400.00	
8	Hydrant Assembly and 6" Valve	EA	1	\$ 2,700.00	\$ 2,700.00	
9	Water Main, Ductile Iron, 8" DI	LFT	250	\$ 88.00	\$ 22,000.00	
10	Sewer Lateral, 6"	LFT	32	\$ 95.00	\$ 3,040.00	
11	Sanitary Pipe, PVC, 8"	LFT	311	\$ 98.00	\$ 30,478.00	
12	Std. Manhole	EA	1	\$ 6,750.00	\$ 6,750.00	
13	Connect to Ex. Pipe	EA	1	\$ 1,500.00	\$ 1,500.00	
TOTAL					\$	104,170.00

EXHIBIT C

PERFORMANCE BOND

Subdivision Bond

Bond Number CIC1911591

KNOW ALL MEN BY THESE PRESENTS, that we Hospitality Development Group F/K/A Patel, LLC of 540 Stillhouse Lane, Milton, GA 30004, as Principal, and Capitol Indemnity Corporation, a Wisconsin corporation authorized to do business in the State of Indiana, as Surety, are held and firmly bound unto City of South Bend, 227 West Jefferson Blvd, South Bend, IN 46601, as Obligee, in the penal sum of One Hundred Thirty Thousand Two Hundred Twenty and no/100 Dollars (\$130,220.00), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Hospitality Development Group F/K/A Patel, LLC has agreed to construct in Fieldstone Centre Subdivision, located at 6801 State Road 931, South Bend, Indiana, the following Improvements:

Water Main and Sanitary Sewer Extensions per attached Engineer's Estimated Cost of Construction dated 5/27/2022

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 27th day of June, 2022.

Principal: Hospitality Development Group
F/K/A Patel, LLC

Witness: [Signature]

By: [Signature] **MANAGER**
(Name, Title)

Surety: Capitol Indemnity Corporation

Witness: [Signature]

By: [Signature]
Pamela S. Higginbotham, Attorney-in-Fact



**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----NICOLE L. BICKNELL; THERESA BURNS; WILLIAM J. CERNEY, III; FAITH D. HUNT; SANDRA L. JUNK; JENNIFER L. KASZNIA-----
-----WESLEY L. MANTOOTH; BARBARA E. PEARSON; JORDAN M. SCHEIBER; LISA THOMAS; MARK E. WOBBE; PAMELA HIGGINBOTHAM-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: 20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:



Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer



Suzanne M. Broadbent
Assistant Secretary




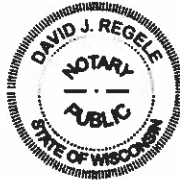
CAPITOL INDEMNITY CORPORATION



John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this _____ day of _____, 20____



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

EXHIBIT D

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aldridge Insurance 1323 North Ironwood South Bend IN 46615		CONTACT NAME: Greg Aldridge PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 5742328232	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Erie Insurance Exchange	
		INSURER B :	
		INSURER C : Erie Insurance Exchange	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		Q34-1700852	10/17/2021	10/17/2022	EACH OCCURRENCE \$ 1000000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000	
							MED EXP (Any one person) \$ 5000	
							PERSONAL & ADV IN JURY \$ 1000000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2000000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ Excluded	
OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						<input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
								\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y		Q34-1770366	10/17/2021	10/17/2022	EACH OCCURRENCE \$ 5000000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5000000	
	DED RETENTION \$						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A							E.L. EACH ACCIDENT \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an additional insured on the general liability policy per CG2026 (attached). Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

City of South Bend Board of Public Works 227 W. Jefferson Blvd. South Bend IN 46601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: Email:

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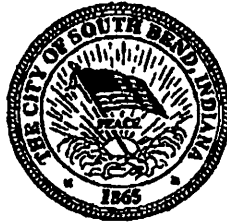
ACORD 25 (2016/03)

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EXHIBIT E

Fieldstone Center Phase One – Lot 5 Water and Sewer Service Fees Paid in 2001

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 219/235-9251
FAX 219/235-9171
TDD 219/235-5567

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
DEPARTMENT OF PUBLIC WORKS
GARY A. GILOT, P.E.
DIRECTOR OF PUBLIC WORKS

October 19, 2001

Mr. Hodge Patel
Hospitality Development Group
3603 Addison
South Bend, Indiana 46614

CHQ # 662
10,372.37
11-2-01

Re: Fieldstone Center Phase One
Lot 5 Water and Sewer Service fees

Dear Mr. Patel:

The assessments for water and sewer service to Fieldstone Center were set by Ordinance No. 9212-01. That ordinance requires an assessment of \$0.05 per square foot for sewer and \$23.75 per linear foot of frontage for water service. Prior to subdivision, your properties at Fieldstone Center contained a total of 30 acres and had a total frontage of 762.16 feet.

Sewer service will be charged per square foot per the ordinance. Lot 5 contains 131,241 square feet. Thus, the total assessment for sewer is \$6,562.05, which is due upon application for a sewer tap permit for Lot 5.

Water service is a bit more complicated. The ordinance considered the U.S. 31 frontage on three lots. You have now created four lots from the three, plus you have a large remnant property that has not been replatted. I propose that the water tap assessment be made for each lot per the width of each lot in the primary plat as a percentage of the total frontage along U.S. 31 South. Lot 5 is 300 feet wide and the six lots in the primary have a total width of 1,425 feet. Lot 5 is proportionally 21.05% of the original frontage of 762.16 feet. The calculation of $762.16 \times .2105 \times \23.75 results in \$3,810.32 for water service to Lot 5, due upon application for the water tap permit.

ENGINEERING
CARL LITRELL, P.E.
219/235-9251
FAX 219/235-9171

ENVIRONMENTAL SERVICES
JOHN J. DILLON, PH.D.
219/277-8515
FAX 219/277-8980

CENTRAL SERVICES
MATT CHLEBOWSKI
219/235-9316
FAX 219/235-9007

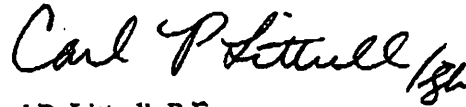
STREETS
SAM HENSLEY
219/235-9244
FAX 219/235-9272

WATER WORKS
JOHN F. STANCATI
219/235-9322
FAX 219/235-9728

H. Patel
October 19, 2001

I wish you the best of success in your endeavors. If you have any questions, please call me at 235-5937.

Sincerely,



Carl P. Littrell, P.E.
City Engineer

CPL:ljh

c: Tony Molnar, Permits Manager
Ed Herman, Water Works Engineer
Lawrence Magliozzi, Community Development

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date: 8/16/2022
 Name: Charlie Brach Department of Public Works – Engineering Division
 BPW Date: 8/23/2022 Phone Extension: 9246

Required Prior to Submittal to Board

BPW Attorney Attorney Name _____
 Dept. Attorney Attorney Name **Sandra Kennedy**
 Purchasing _____

Check the Appropriate Item Type – Required for All Submissions

- | | | |
|--|--|---|
| <input type="checkbox"/> Professional Services Agreement | <input type="checkbox"/> Contract | <input type="checkbox"/> Proposal |
| <input type="checkbox"/> Open Market Contract | <input type="checkbox"/> Amendment/Addendum | <input type="checkbox"/> Special Purchase, QPA |
| <input type="checkbox"/> Bid Opening | <input type="checkbox"/> Bid Award | <input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet |
| <input type="checkbox"/> Quote Opening | <input type="checkbox"/> Quote Award | <input type="checkbox"/> Reject Bids/Quotes |
| <input type="checkbox"/> Proposal Opening | <input type="checkbox"/> C/O & PCA No. _____ | <input type="checkbox"/> PCA |
| <input type="checkbox"/> Chg. Order, No. _____ | <input type="checkbox"/> Traffic Control | <input type="checkbox"/> Resolution |
| <input checked="" type="checkbox"/> Other: <u>Utility Extension Agreement</u> | | <input type="checkbox"/> Ease./Encroach |

Required Information

Company or Vendor Name Patel LLC dba Hospitality Development Group
 New Vendor Yes If Yes, Approved by Purchasing
 No
 MBE/WBE Contractor MBE Completed E-Verify Form Attached Yes
 WBE No
 Project Name Fieldstone Centre Subdivision
 Project Number DP21-007
 Funding Source N/A
 Account No. PR/PO # N/A
 Amount N/A
 Terms of Contract N/A
 Special Contract Provisions N/A
 Purpose/Description Sewer and water extension agreement for Fieldstone Centre Subdivision.

For Change Orders Only

Amount of Increase \$ _____
 Decrease (\$ _____)
 Previous Amount \$ _____
 Increase _____ %
 Current Percent of Change: Decrease (_____ %)
 New Amount \$ _____
 Increase _____ %
 Total Percent of Change: Decrease (_____ %)
 Time Extension Amount: _____
 New Completion Date: _____