

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

October 11, 2022

Mr. Pete Burns
S&J Real Estate Holdings LLC
pdburns@burnsdistributing.com

RE: Sewer and Water Service Agreement

Dear Mr. Burns:

At its October 11, 2022 meeting, the Board of Public Works approved the above referenced agreement for the utility extension at 2240 Prairie Ave., Project No. DP22-018.

Enclosed please find the original of the agreement for your signature. Please sign and return the original agreement to lhensley@southbendin.gov. Please retain a copy 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

SEWER AND WATER SERVICE AGREEMENT

This Sewer and Water Service Agreement (“Agreement”) is made on the 11th. day of October, 2022 by and between S&J Real Estate Holdings LLC, an Indiana limited liability company, (“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”) in accordance with 170 I.A.C. 6-1.5-40.

WHEREAS, Owner intends to develop 1.55 acres located at 2240 Prairie Avenue; and

WHEREAS, Owner plans to extend and make additions to existing water and sanitary sewer 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 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. 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 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.

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 has provided 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, 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.

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. 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 televising DVDs of the Sewer per the City of South Bend Construction Standards and Specifications 4-4.2.
- f. 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://southbend.in.gov/wp-content/uploads/2020/05/Prevailing-Supplemental-Specifications.pdf>

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

10. System Development Charges

Simultaneously with the execution of this Agreement, the Owner shall pay the City a sum of \$5,832.00 (five thousand, eight hundred thirty two 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 10 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.

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 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 E.

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, 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 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.

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**



Elizabeth A. Maradik, President

By: _____
Printed: _____
Title: _____



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Jordan V. Gathers, Member



Murray L. Miller, Member

ATTEST:



Theresa M. Heffner, Clerk

Date: October 11, 2022

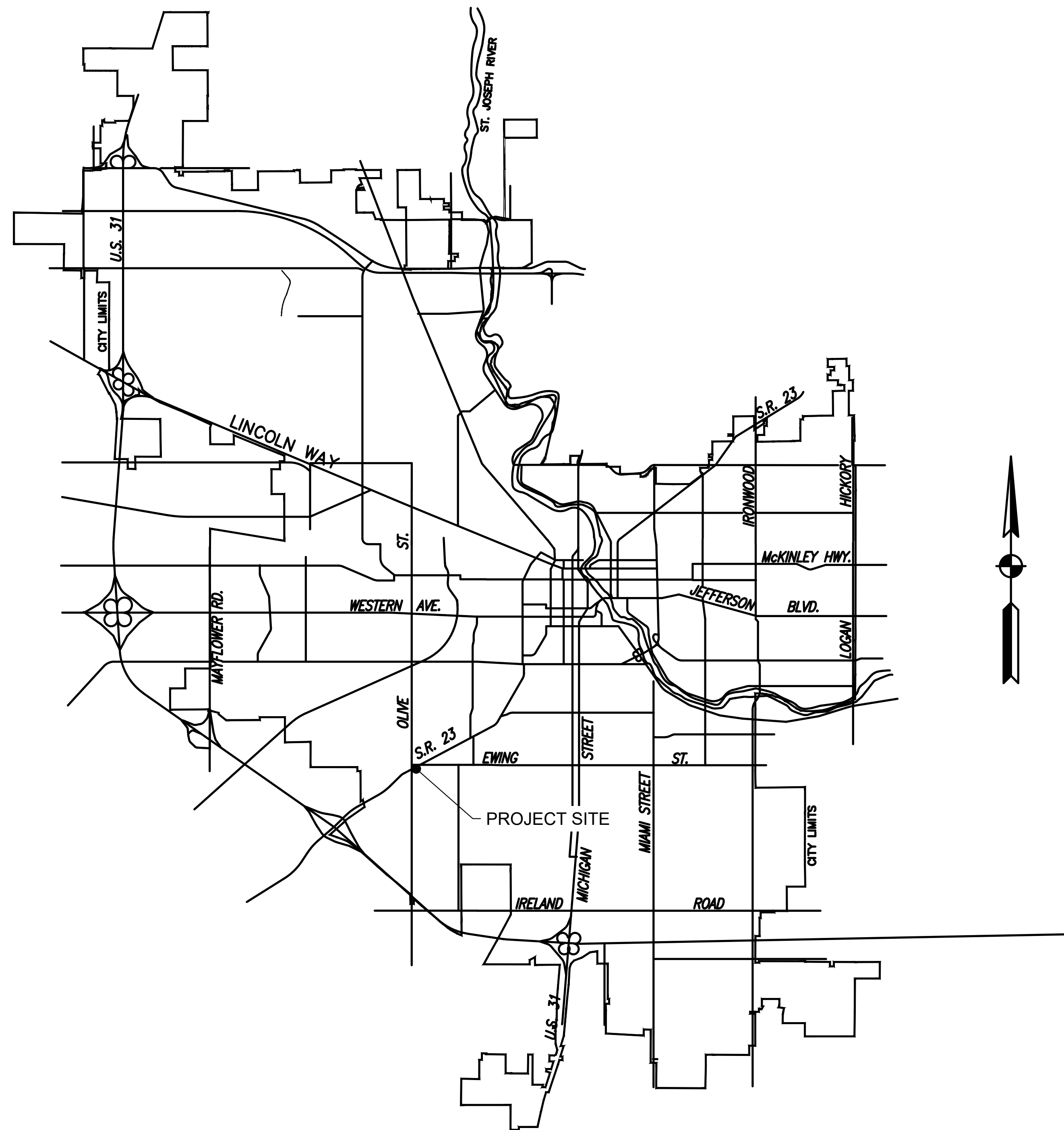
EXHIBIT A

DEDICATED IMPROVEMENTS

CITY OF SOUTH BEND, INDIANA

DEPARTMENT OF PUBLIC WORKS

PROJECT SEWER WATER TRAFFIC STREET OTHER



SANITARY SEWER AND WATER MAIN EXTENSION 2240 PRAIRIE AVENUE BETWEEN EWING AVENUE AND OLIVE STREET

CITY PROJECT NUMBER DP22-0018

EXTENSION OF EXISTING 8 IN. DIAM. SANITARY SEWER 113'
NORTHEAST ALONG PRAIRIE AVENUE TOWARD EWING AVENUE.
EXTENSION OF EXISTING 10 IN. DIAM. WATER MAIN 510'
SOUTHWEST ALONG PRAIRIE AVENUE TOWARD OLIVE STREET.

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

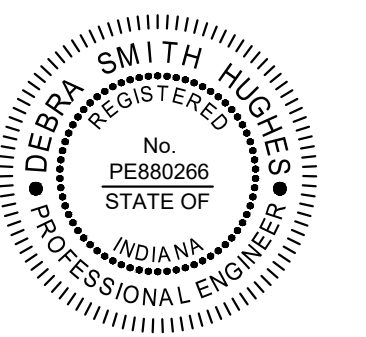
CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS		APPROVED BY PUBLIC WORKS STAFF DATE	
<p><i>Elizabeth A. Maradik</i> Elizabeth A. Maradik, President</p> <p><i>Gary A. Gilot</i> Gary A. Gilot, Member</p> <p><i>Murray L. Miller</i> Murray L. Miller, Member</p>	<p><i>Joseph R. Molnar</i> Joseph R. Molnar, Vice President</p> <p><i>Jordan V. Gathers</i> Jordan V. Gathers, Member</p> <p>Attest: Theresa M. Heffner, Clerk Date: October 11, 2022</p>	<p><i>Charlotte Brach</i> CHARLOTTE BRACH, P.E. ADMINISTRATION AND DESIGN</p> <p><i>Kara M. Boyles</i> KARA BOYLES, PHD, P.E. CITY ENGINEER</p> <p><i>Toy Villa</i> TOY VILLA CONSTRUCTION</p> <p><i>Ken Smith</i> KEN SMITH WATER WORKS</p> <p><i>Larry D Parker Jr</i> LARRY PARKER SEWER DEPARTMENT</p>	<p>10/7/2022</p> <p>10/11/2022</p> <p>10/07/2022</p> <p>10/07/2022</p> <p>10/7/2022</p>

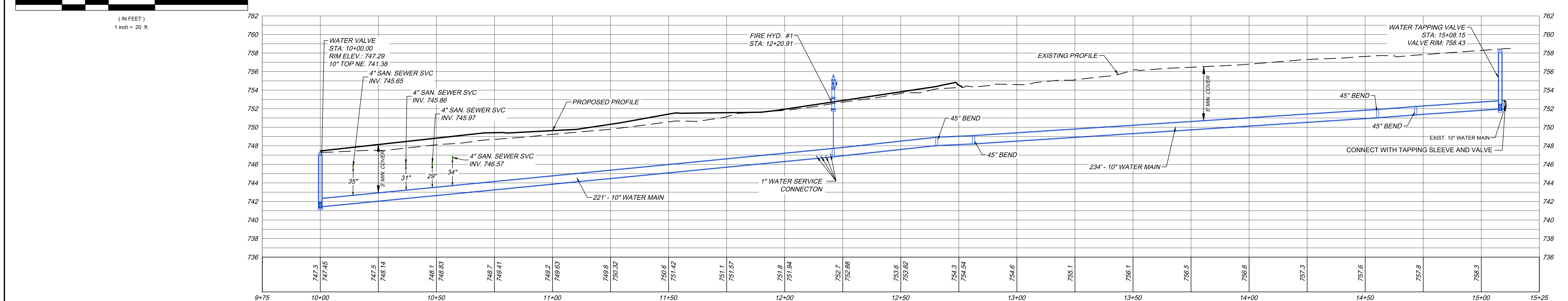
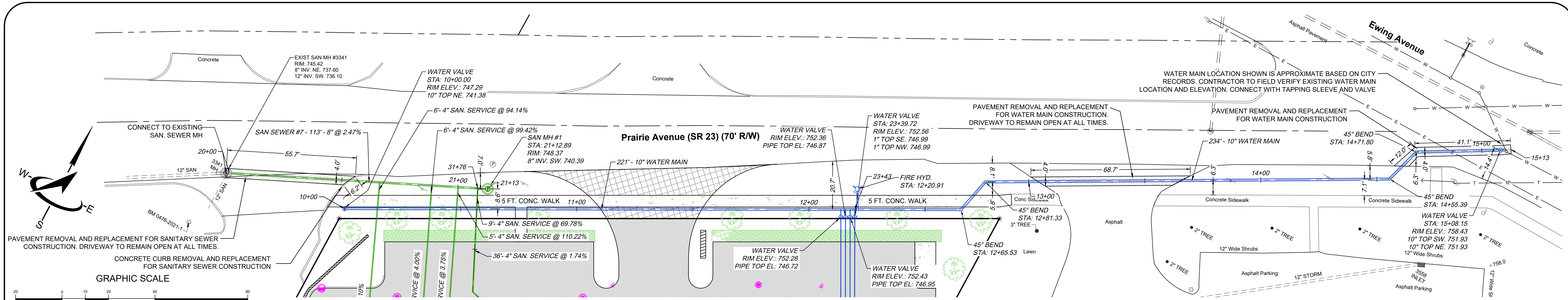


**Know what's below.
Call before you dig.**

NOTE
SEE CONSTRUCTION PLAN SET FOR 2240 PRAIRIE AVENUE FOR THE
STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT.

Debra S. Hughes
DEBRA S. HUGHES
PROFESSIONAL ENGINEER NO. PE880266
08/31/2022



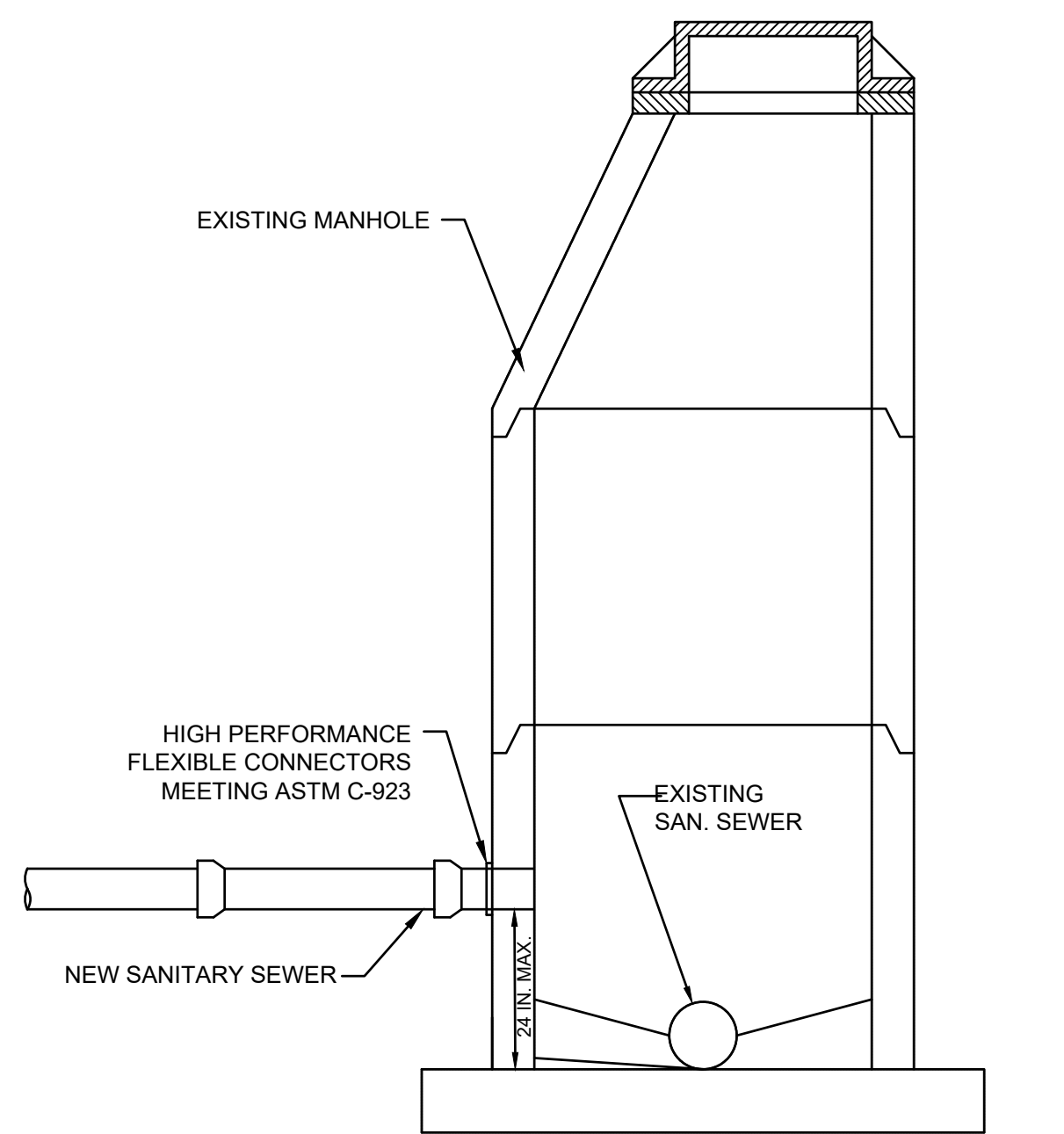
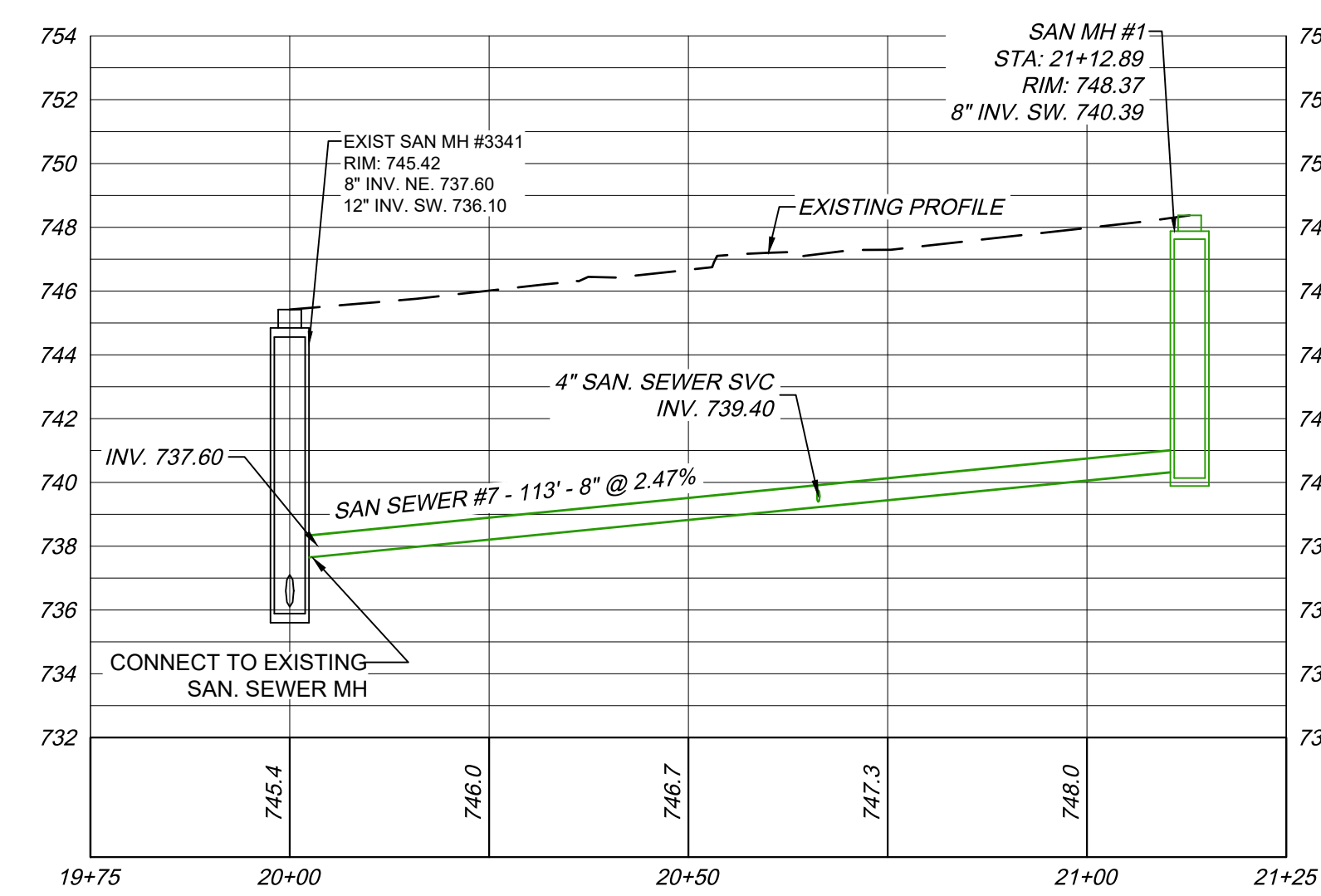


STRUCTURE DETAILS

3341 MANHOLE
RIM 745.42
GRAVEL IN 12" CLAY SW 736.1
INV 12" CLAY S 736.1 (CEMENTED SHUT)
SHELF 736.2
NO OTHER PIPES FOUND

SITE BENCHMARK

BM 0476-2021-1
CHISELED SQUARE ON SOUTHERN TOP OF CONCRETE
LAMP BASE ON WESTERN SIDE OF DRIVEWAY OF GAS
STATION.
ELEVATION 746.90'



SANITARY MANHOLE CONNECTION DETAIL
NO SCALE

WATER SERVICE PIPE CONSTRUCTION NOTES AND SPECIFICATIONS:

1. WATER SERVICE MATERIAL TO BE HDPE TUBING CTS DR9 OR APPROVED EQUAL.
2. CONSTRUCTION CONTRACTOR TO OBTAIN CITY EXCAVATION PERMIT FOR ALL WATER SERVICE PIPE CONSTRUCTION WORK. CITY INSPECTION AND APPROVAL IS REQUIRED FOR WATER MAIN TAP AND ALL WATER SERVICE PIPE WORK.
3. TRACER WIRE TO BE PLACED ON PLASTIC WATER SERVICE DURING INSTALLATION. TRACER WIRE TO BE #10 WIRE, ELECTRICALLY CONTINUOUS, COPPER-CLADDED, AND HIGH STRENGTH.
4. WATER SERVICE PIPES TO BE A MINIMUM OF 10 FT. HORIZONTAL SEPARATION AND 18 IN. VERTICAL SEPARATION FROM SANITARY SEWER SERVICE PIPES, SANITARY SEWER MAINS, SANITARY SEWER FORCE MAIN PIPES, OR STORM SEWER PIPES.

SANITARY SEWER SERVICE PIPE CONSTRUCTION NOTES AND SPECIFICATIONS:

1. GRAVITY SANITARY SEWER MATERIAL TO BE SDR 35 PVC MEETING ASTM D3034 REQUIREMENTS OR APPROVED EQUAL. PIPE TO BE INSTALLED IN ACCORDANCE WITH ASTM D2321. PIPE JOINTS TO BE IN ACCORDANCE WITH ASTM D3212. CONCRETE MANHOLES TO BE IN ACCORDANCE WITH ASTM C478 WITH FLEXIBLE RUBBER BOOT CONNECTORS CONFORMING TO ASTM C323 FOR PIPE.
2. CONSTRUCTION CONTRACTOR TO OBTAIN CITY EXCAVATION PERMIT FOR ALL SANITARY SEWER CONSTRUCTION WORK. CITY INSPECTION AND APPROVAL IS REQUIRED FOR ALL SANITARY SEWER CONSTRUCTION WORK.
3. **REQUIRED TESTING:** ALL TESTING TO BE PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS. ALL TESTING SHALL BE WITNESSED BY CITY'S REPRESENTATIVE. CITY'S REPRESENTATIVE SHALL BE GIVEN 24 HOURS ADVANCE NOTICE PRIOR TO TESTING ACTIVITY.
 - 3.1.1. INFILTRATION-EXFILTRATION TESTING BY LOW-PRESSURE AIR TEST IN ACCORDANCE WITH ASTM F1417;
 - 3.1.2. NEGATIVE AIR PRESSURE TEST REQUIRED ON ALL MANHOLES;
 - 3.1.3. PIPE DEFLECTION TEST TO HAVE LESS THAN 5% MAXIMUM DEFLECTION 30 DAYS AFTER INSTALLATION.

SANITARY SEWER EXTENSION NOTES:

- DESIGN SANITARY FLOW RATE REQUIREMENTS FOR COLLECTION SYSTEMS AND WATER POLLUTION TREATMENT/CONTROL FACILITIES (TITLE 327 OF INDIANA ADMINISTRATIVE CODE ARTICLE 3 RULE 6 SEC. 11)
1. AVERAGE DESIGN FLOW FOR SHOPPING CENTER IS 0.1 GPD/SQ.FT. OF FLOOR SPACE, PLUS 20 GPD/EMPLOYEE.
 2. AVERAGE DESIGN FLOW = 0.1 GPD/SQ.FT. X 9,463 SQ.FT. + 20 GPD/EMPLOYEE X 16 EMPLOYEES = 1,266 GALLONS/DAY
 3. PEAK DESIGN FLOW = PEAK FACTOR X AVERAGE DESIGN FLOW
 4. PEAK FACTOR = 4
 5. PEAK DESIGN FLOW = 1,266 GPD X 4 = 5,064 GALLONS/DAY

WATER MAIN EXTENSION NOTES:

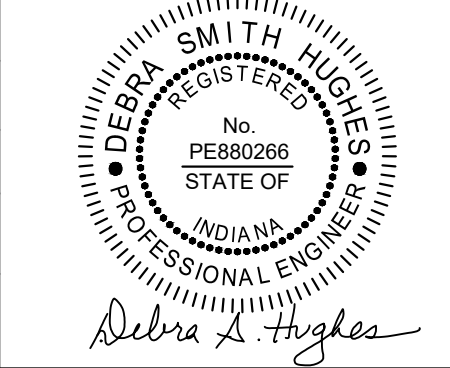
- CALCULATION OF PUBLIC WATER SYSTEM QUANTITY REQUIREMENT STANDARDS FOR AVERAGE AND PEAK DEMAND CONDITIONS (TITLE 327 OF INDIANA ADMINISTRATIVE CODE ARTICLE 8 RULE 3.3 SEC. 2)
1. AVERAGE DAILY CONSUMER DEMAND FOR SHOPPING CENTER IS 0.1 GPD/SQ.FT. OF FLOOR SPACE, PLUS 20 GPD/EMPLOYEE.
 2. AVERAGE DAILY CONSUMER DEMAND = 0.1 DPD/SQ.FT. X 9,463 SQ.FT. = 20 GPD/EMPLOYEE X 16 EMPLOYEES = 1,266 GPD
 3. PEAK DESIGN FLOW = PEAK FACTOR X AVERAGE DAILY CONSUMER DEMAND + FIRE FLOW
 4. PEAK FACTOR = 2.5
 5. FIRE FLOW = 0 GPD
 6. PEAK DAILY CONSUMER DEMAND = 1,266 GPD X 2.5 = 3,165 GPD

REVISION:	
REVISION:	
REVISION:	
REVISION:	
REVISION:	
REVISION:	



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Elkhart, Indiana 46514
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info@sam.biz
www.sam.biz

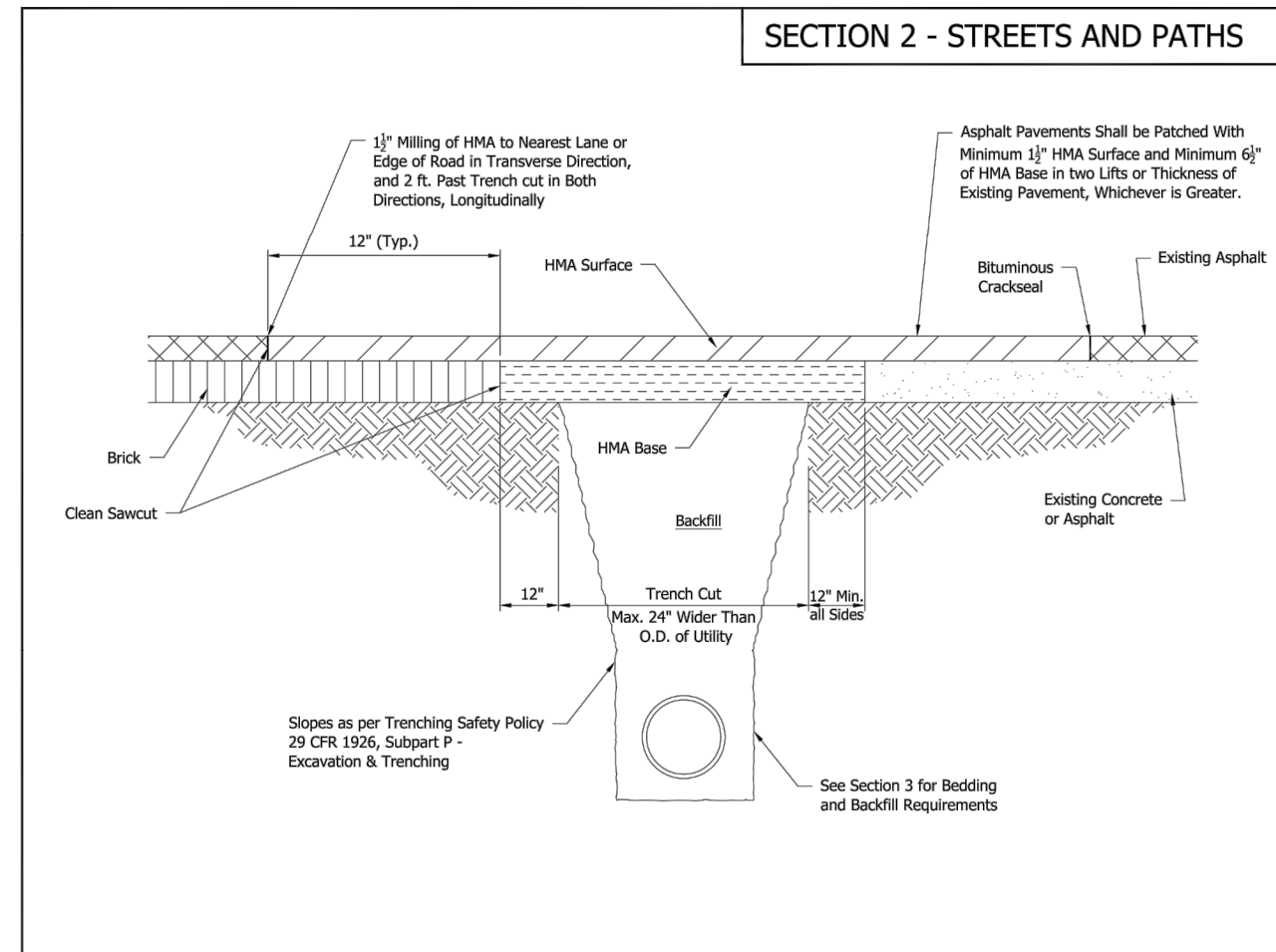
©2022 Surveying & Mapping, LLC
CAD FILE: 1021067463-DESIGN.dwg
SCALE: 1"=20' HORIZONTAL 1"=5' VERTICAL
DATE OF CERTIFICATION: 08/31/2022
ENGINEER: Debra S. Hughes, PE
DRAWN BY: BLS



SANITARY SEWER AND WATER MAIN PLAN, PROFILE AND DETAIL

SANITARY SEWER AND WATER MAIN EXTENSION
2240 PRAIRIE AVENUE (SR 23), SOUTH BEND, PT. NE 1/4, SEC. 22, T37N, R2E, PORTAGE TWP., ST JOSEPH CO., INDIANA

JOB NO: 1021067463 476-21 SHEET 2 OF 3 DRAWING NO. A-46426

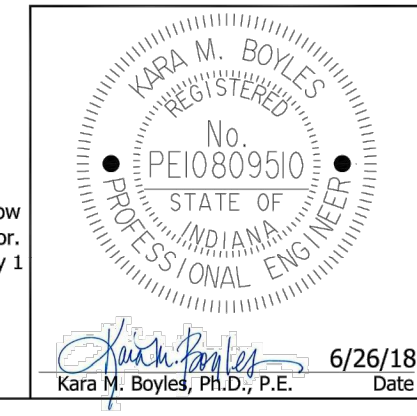


ASPHALT PAVEMENT NOTES:

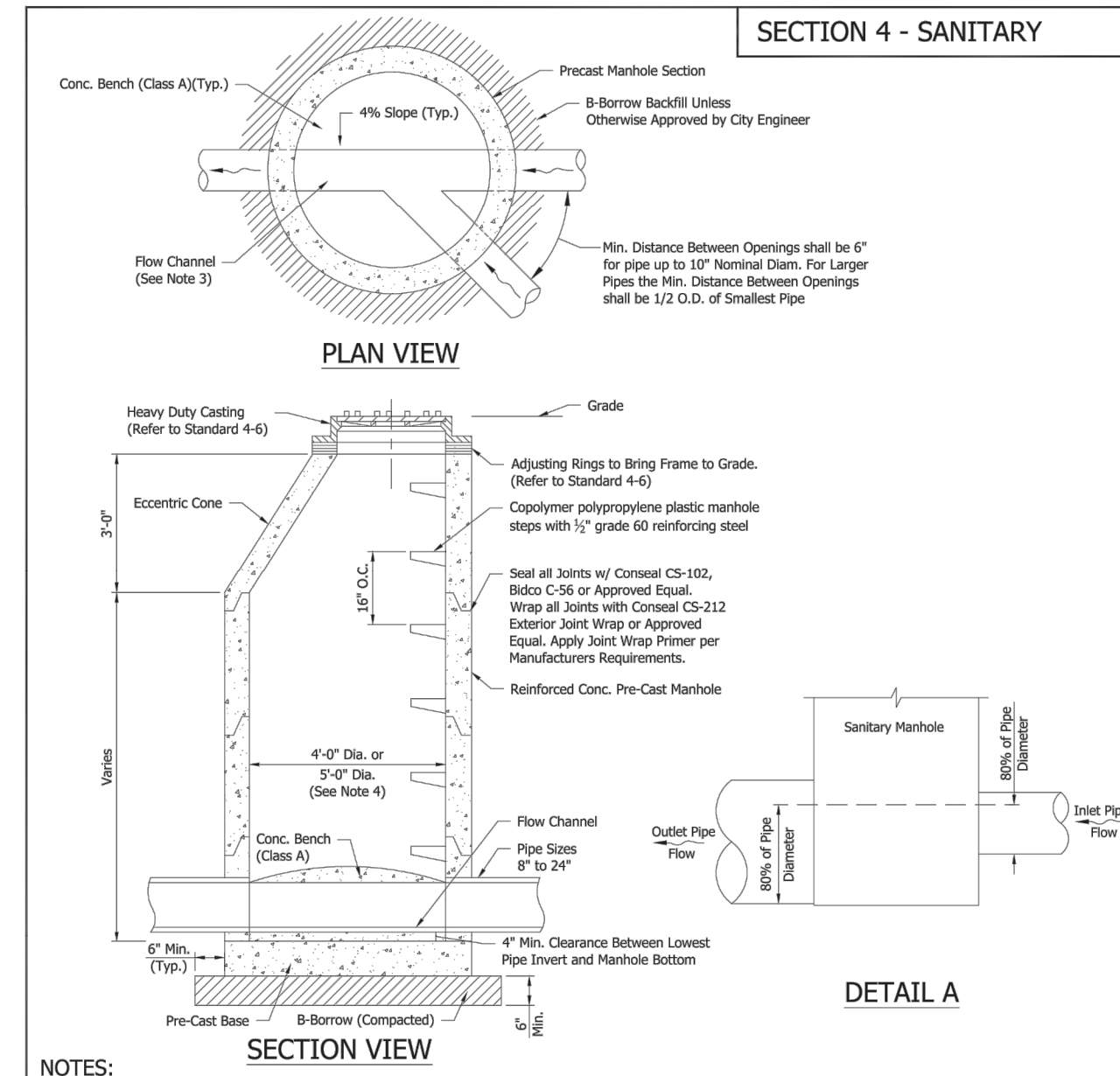
- Depth of asphalt patch shall be a minimum of 8" or the same depth as original pavement, whichever is greater.
- A concrete patch on asphalt pavement may be allowed by the City Engineer if the road is scheduled to be rehabilitated in the near future or other like circumstances.

GENERAL NOTES:

- Temporary Patch: If it is not possible, due to weather conditions, for the contractor to replace the pavement within 24 hours following backfilling of cut, a coarse aggregate base 8" thick and a cold asphaltic surface of 4" shall be applied and maintained as a temporary patch until permanent repairs can be made. When temperature falls below 50°F within 72 hour cure time, concrete to be used shall be 7 bag w/ 2% accelerator. Such temporary patches shall be replaced with permanent repairs no later than May 1 of the following year.
- All utilities must be located prior to making pavement cut.

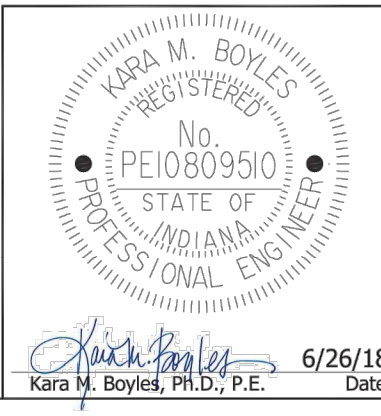


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
PAVEMENT PATCHING AND UTILITY CUTS - ASPHALT				STANDARD	2-48

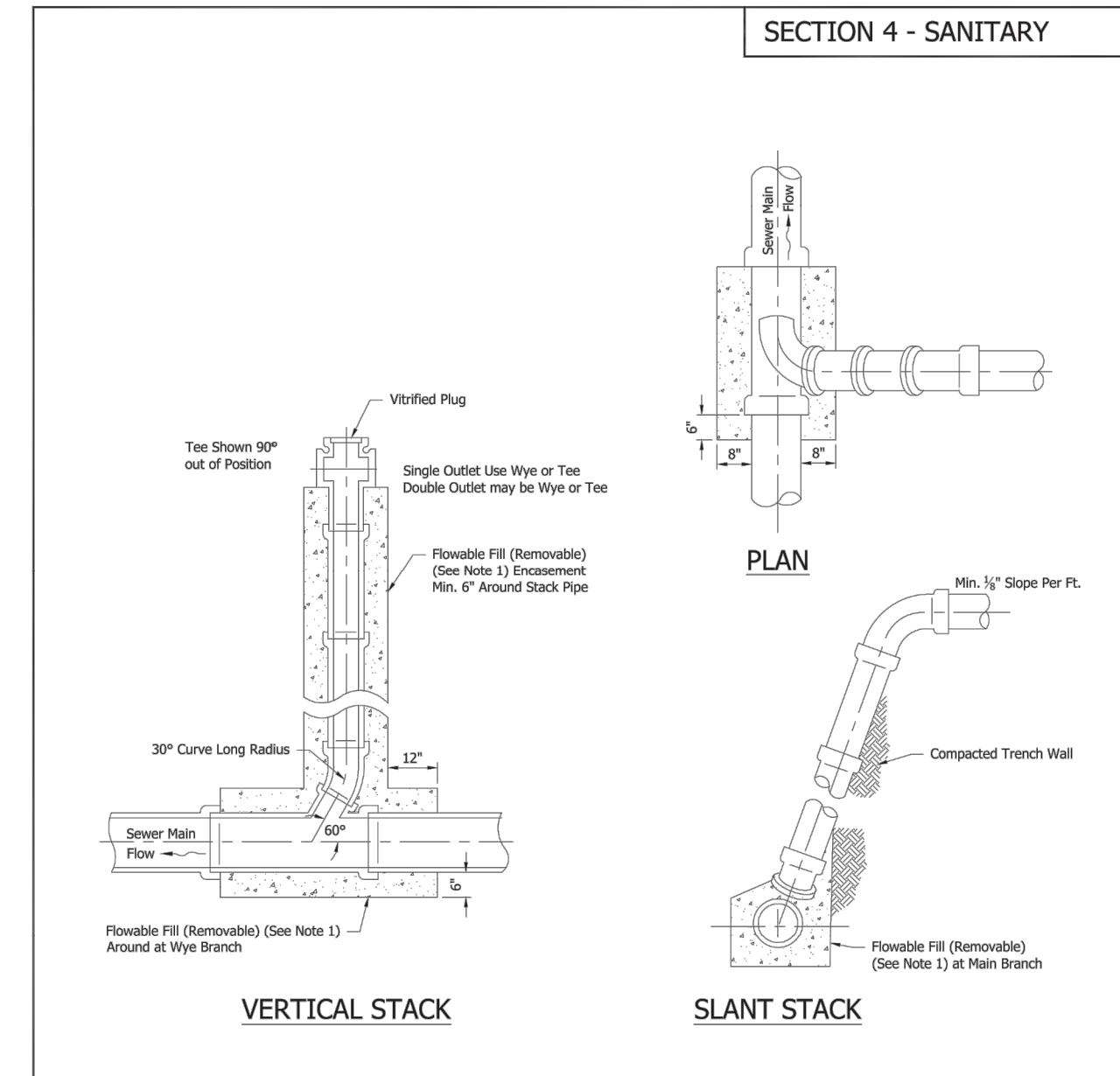


NOTES:

- 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.

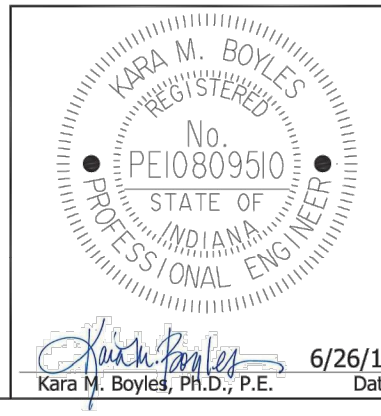


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
TYPE A MANHOLE - STANDARD PRE-CAST				STANDARD	4-1

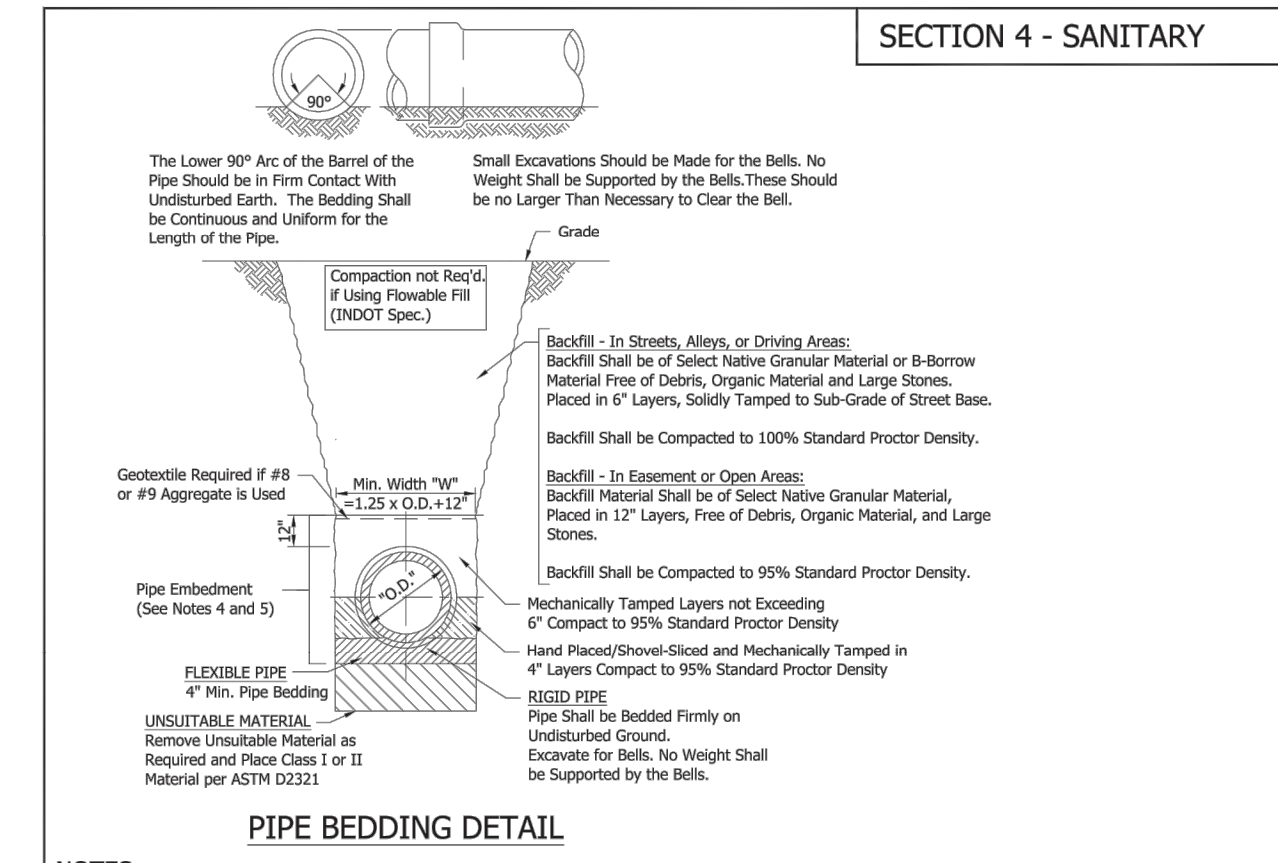


NOTES:

- Refer to INDOT Standard Specification Section 213 for removable flowable fill requirements.
- Wye replacement: Remove old wye, trim existing as pipe required, install new wye and pipe and connect to existing pipes with Fernco couplings.

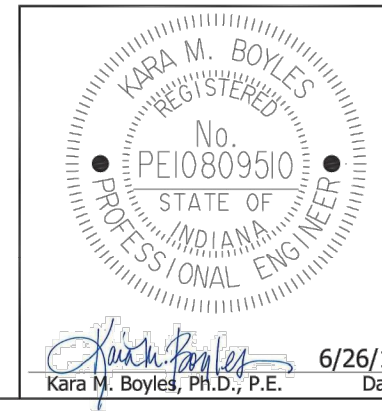


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
VERTICAL AND SLANT STACKS				STANDARD	4-8

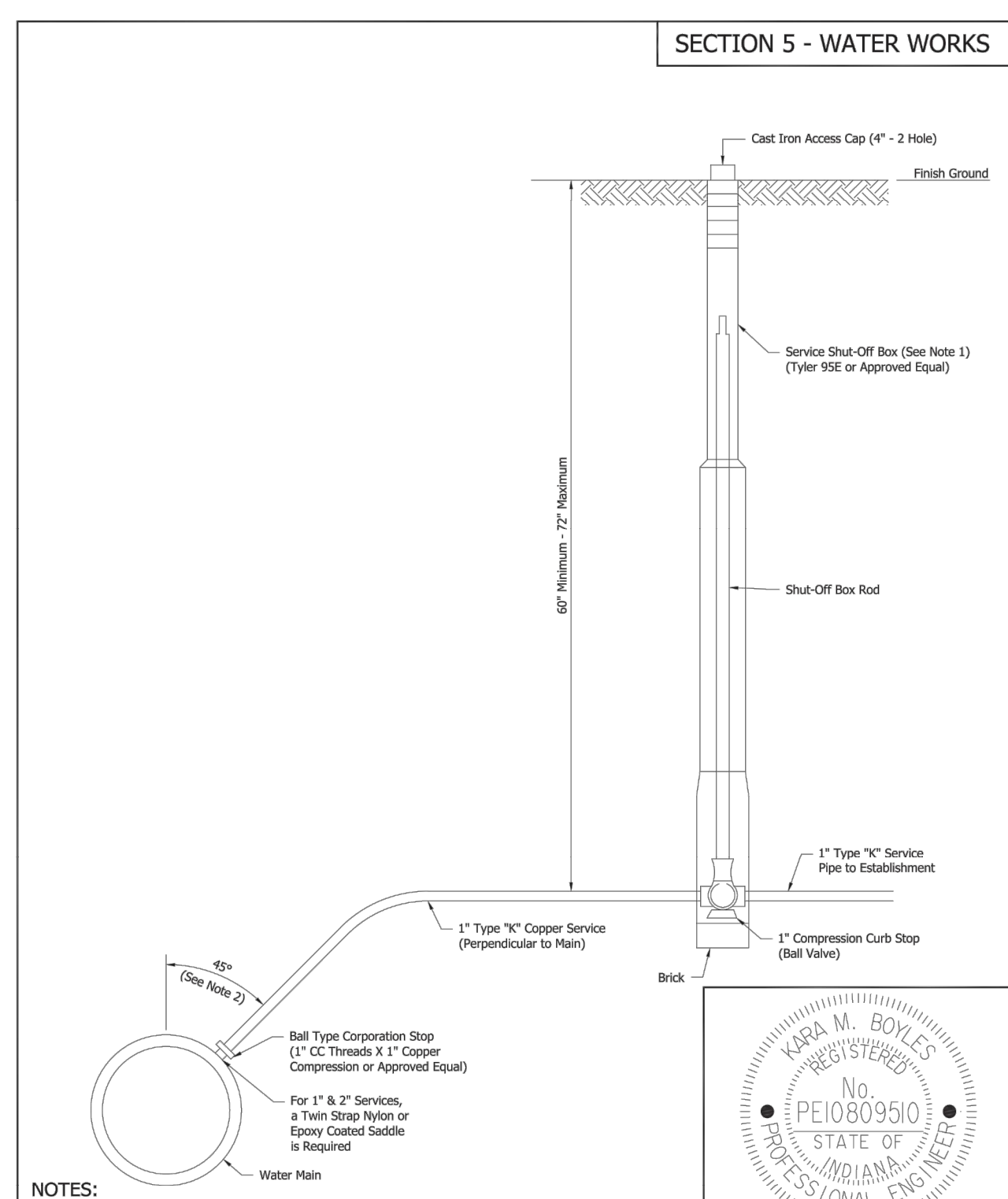


NOTES:

- 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 #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 pipe 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 #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.
- 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 pipes, re-excavate trench as needed. Then place bedding as noted above.
 - For additional pipes repeat as required.
- Refer to INDOT Standard Specification Section 213 for flowable fill (removable) requirements.

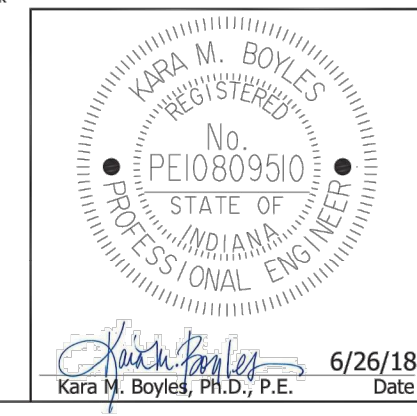


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
PIPE BEDDING DETAIL				STANDARD	4-11

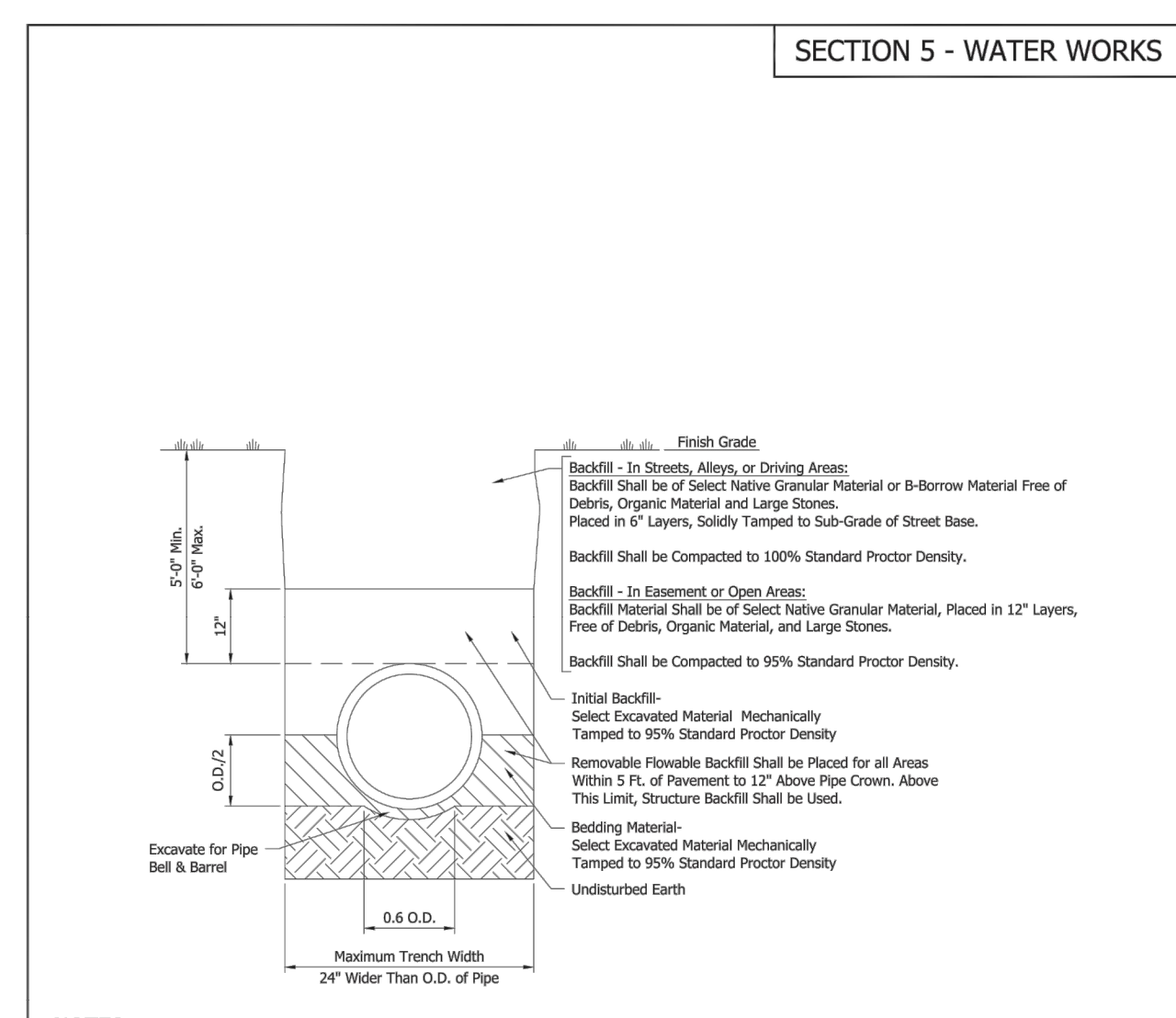


NOTES:

- Service shut-off box shall be placed in the public right-of-way in grass between curb and sidewalk.
- For a 2" service the corporation stop shall be located at 90° (level).

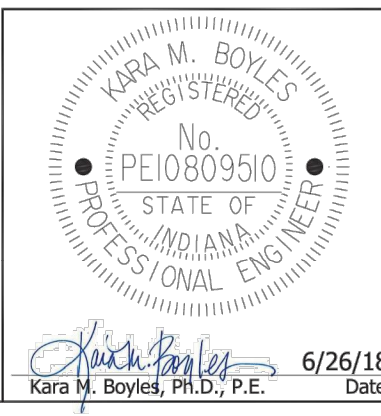


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
TYPICAL WATER SERVICE CONNECTION				STANDARD	5-3

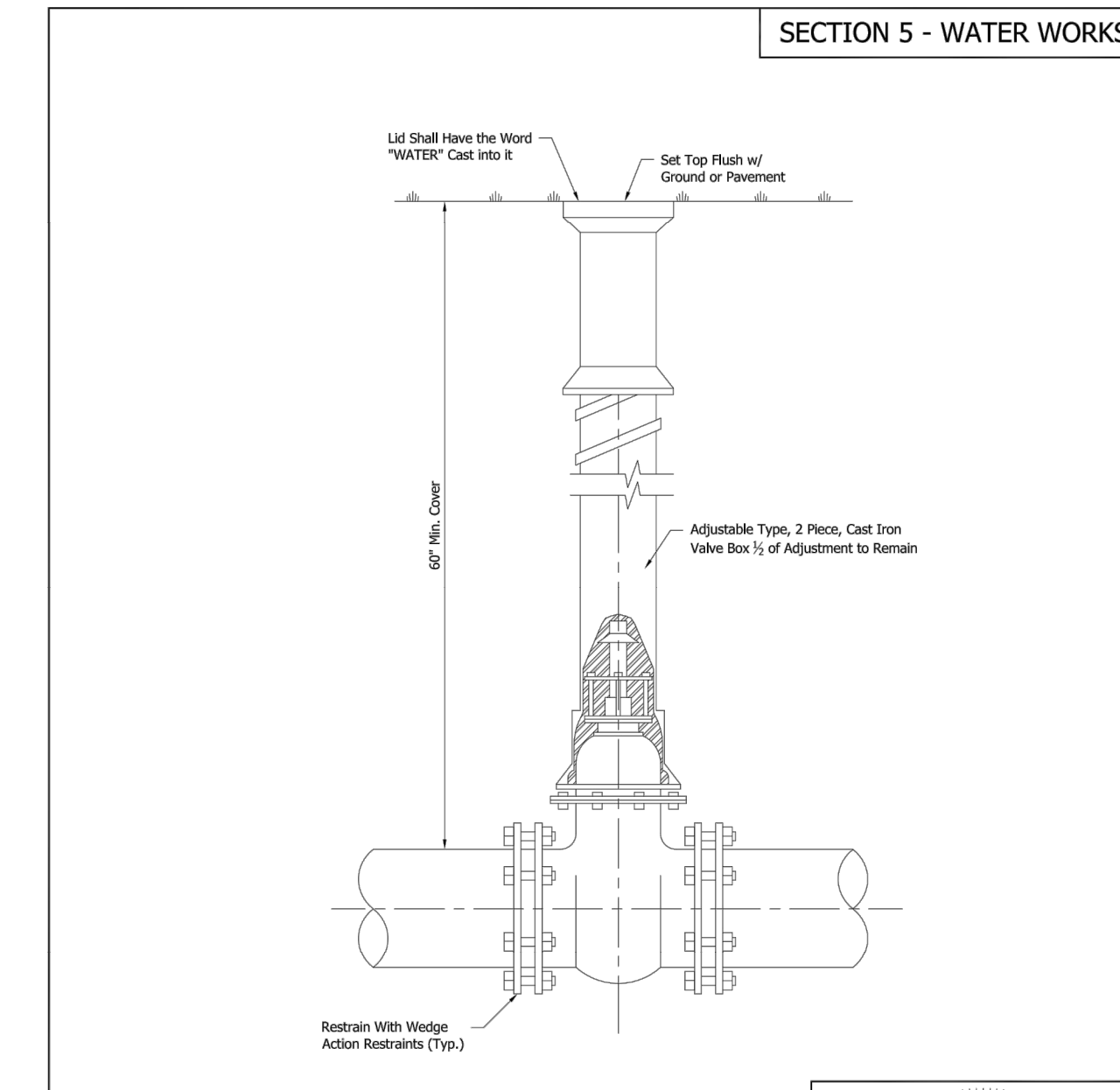


NOTES:

- 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:
 - Place bedding to Spring Line of first pipe across entire trench width.
 - Placement of next pipe, re-excavate trench as needed. Then place bedding as noted above.
 - For additional pipes repeat as required.
- Minimum easement width for water main shall be 15'.
- Minimum obstruction setback requirement from water main shall be 10'. Obstructions shall include structures, other utilities, trees, and landscaping.

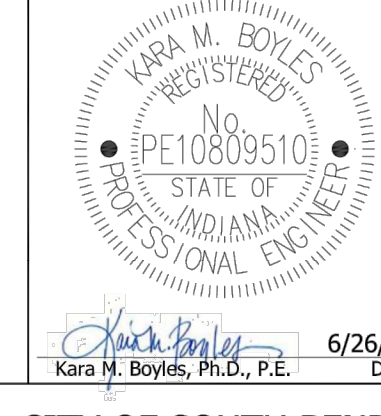


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
TRENCH DETAIL FOR WATER MAIN IN SUITABLE SOIL				STANDARD	5-6

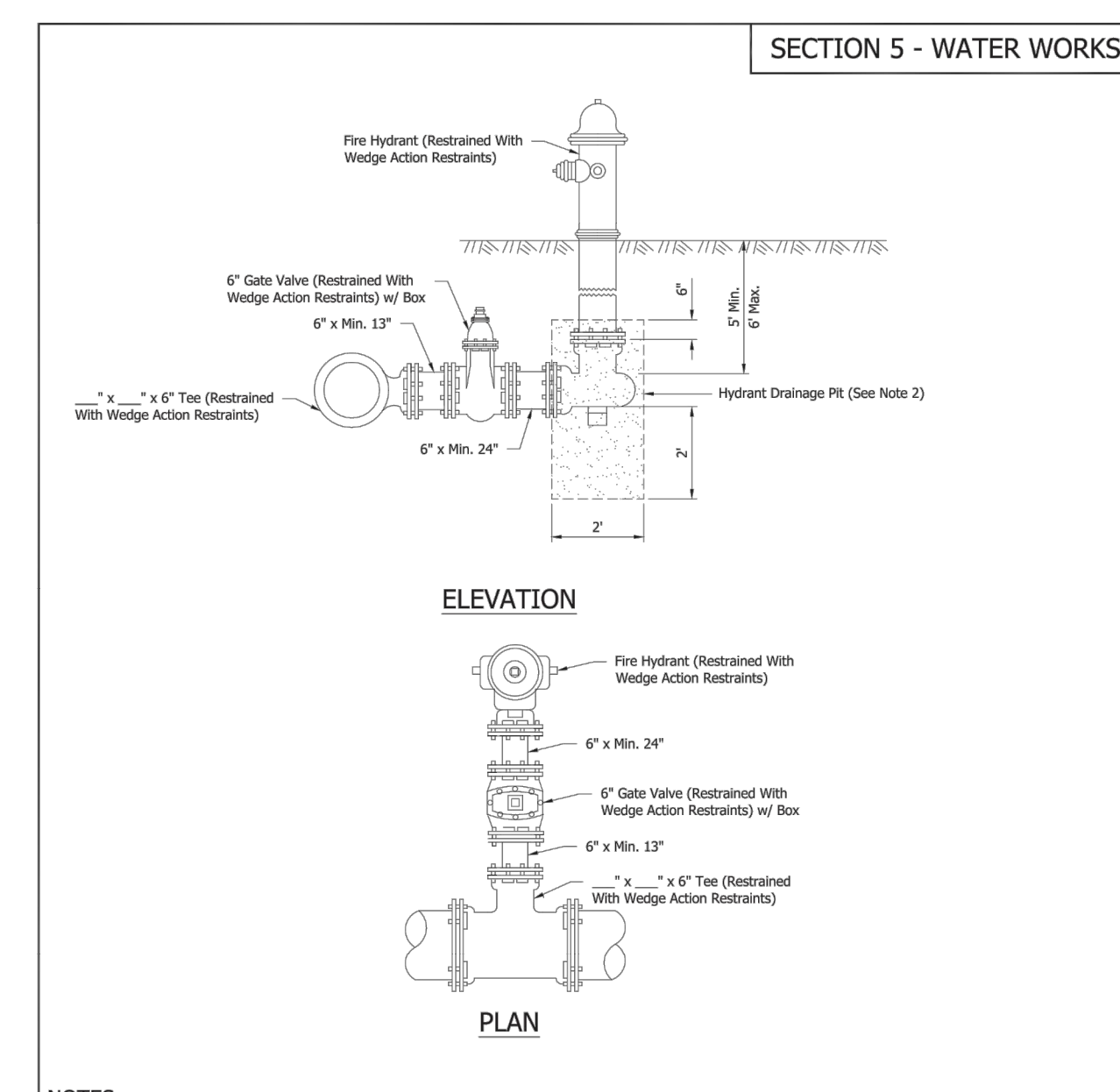


NOTES:

- 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.

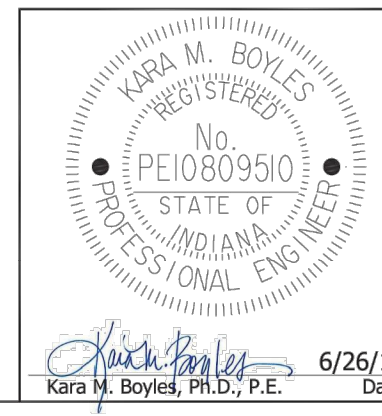


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
1	Kennedy Addition	10/26/2021		STANDARD	5-8



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'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.



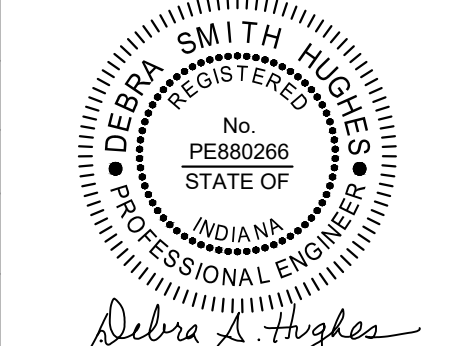
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
FIRE HYDRANT ASSEMBLY				STANDARD	5-11

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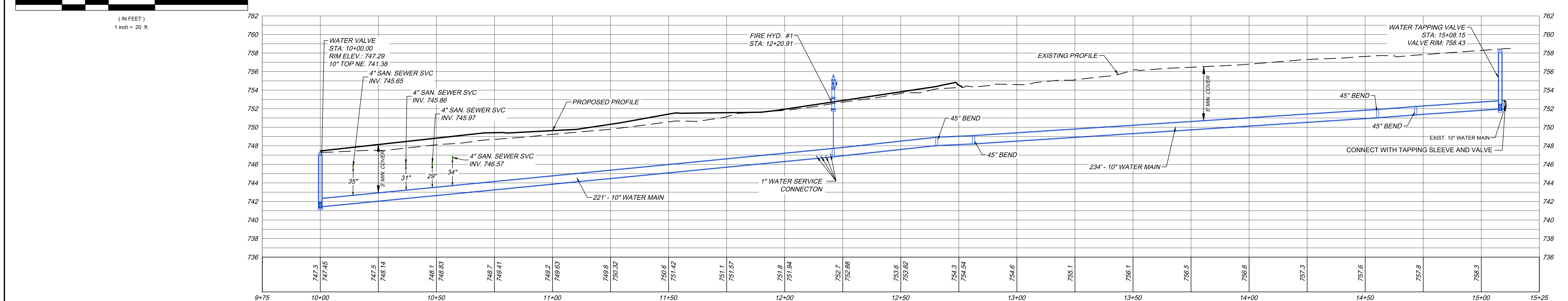
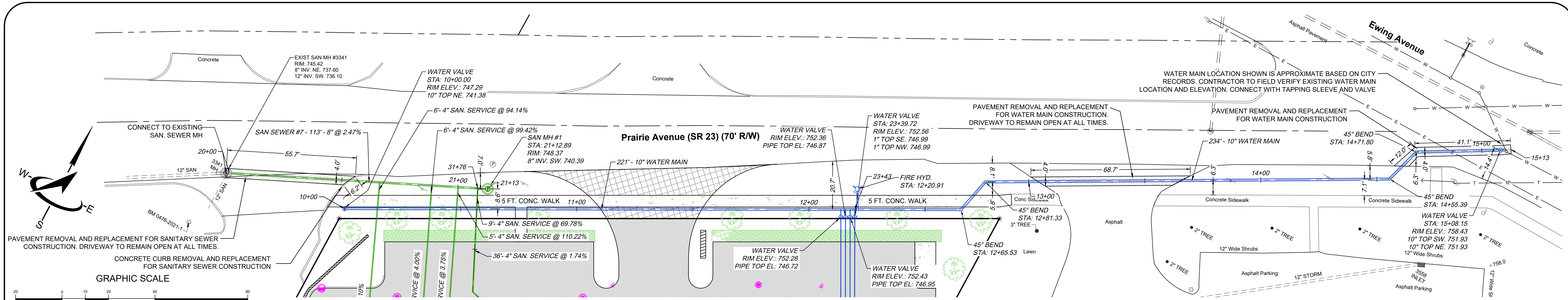


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 SCALE: NONE HORIZONTAL NONE VERTICAL
 DATE OF CERTIFICATION: 08/31/2022
 ENGINEER: Debra S. Hughes, PE
 DRAWN BY: BLS



CITY STANDARD DETAILS			
SANITARY SEWER AND WATER MAIN EXTENSION 2240 PRAIRIE AVENUE (SR 23), SOUTH BEND, PT. NE 1/4, SEC. 22, T37N, R2E, PORTAGE TWP., ST JOSEPH CO., INDIANA			
JOB NO: 1021067463-476-21	SHEET 3 OF 3	DRAWING NO. A-46426	

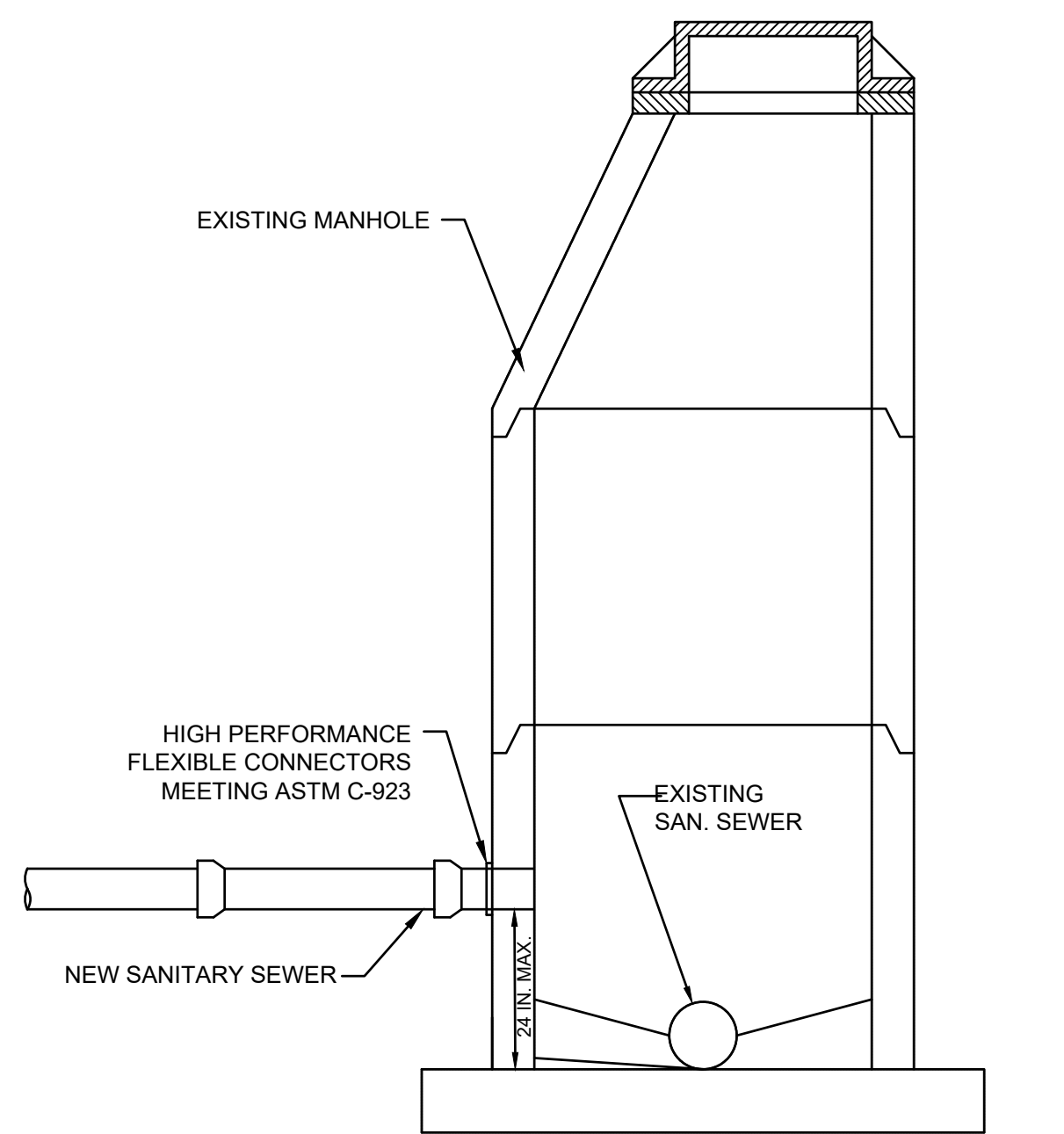
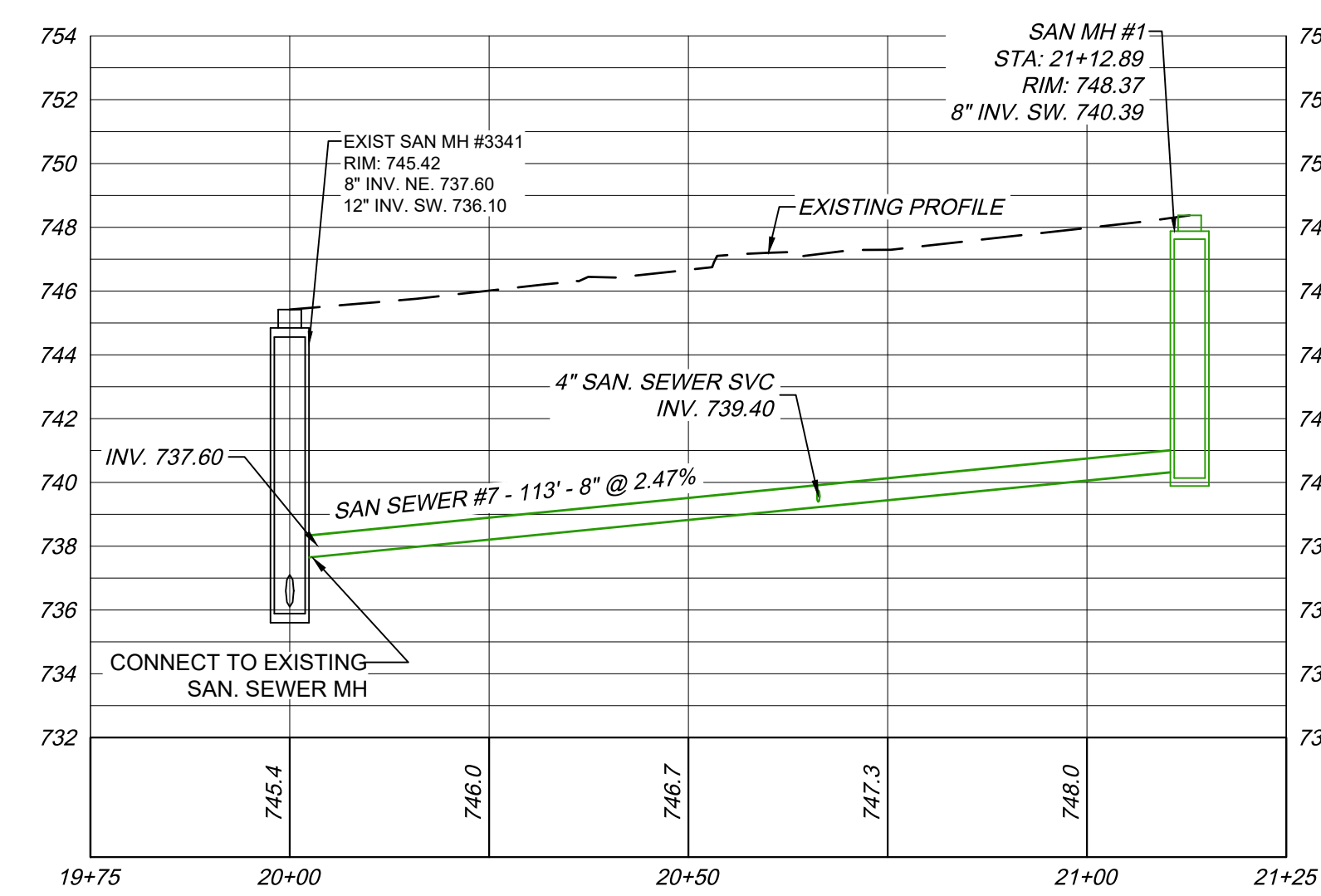


STRUCTURE DETAILS

3341 MANHOLE
RIM 745.42
GRAVEL IN 12" CLAY SW 736.1
INV 12" CLAY S 736.1 (CEMENTED SHUT)
SHELF 736.2
NO OTHER PIPES FOUND

SITE BENCHMARK

BM 0476-2021-1
CHISELED SQUARE ON SOUTHERN TOP OF CONCRETE
LAMP BASE ON WESTERN SIDE OF DRIVEWAY OF GAS
STATION.
ELEVATION 746.90'



SANITARY MANHOLE CONNECTION DETAIL
NO SCALE

WATER SERVICE PIPE CONSTRUCTION NOTES AND SPECIFICATIONS:

1. WATER SERVICE MATERIAL TO BE HDPE TUBING CTS DR9 OR APPROVED EQUAL.
2. CONSTRUCTION CONTRACTOR TO OBTAIN CITY EXCAVATION PERMIT FOR ALL WATER SERVICE PIPE CONSTRUCTION WORK. CITY INSPECTION AND APPROVAL IS REQUIRED FOR WATER MAIN TAP AND ALL WATER SERVICE PIPE WORK.
3. TRACER WIRE TO BE PLACED ON PLASTIC WATER SERVICE DURING INSTALLATION. TRACER WIRE TO BE #10 WIRE, ELECTRICALLY CONTINUOUS, COPPER-CLADDED, AND HIGH STRENGTH.
4. WATER SERVICE PIPES TO BE A MINIMUM OF 10 FT. HORIZONTAL SEPARATION AND 18 IN. VERTICAL SEPARATION FROM SANITARY SEWER SERVICE PIPES, SANITARY SEWER MAINS, SANITARY SEWER FORCE MAIN PIPES, OR STORM SEWER PIPES.

SANITARY SEWER SERVICE PIPE CONSTRUCTION NOTES AND SPECIFICATIONS:

1. GRAVITY SANITARY SEWER MATERIAL TO BE SDR 35 PVC MEETING ASTM D3034 REQUIREMENTS OR APPROVED EQUAL. PIPE TO BE INSTALLED IN ACCORDANCE WITH ASTM D2321. PIPE JOINTS TO BE IN ACCORDANCE WITH ASTM D3212. CONCRETE MANHOLES TO BE IN ACCORDANCE WITH ASTM C478 WITH FLEXIBLE RUBBER BOOT CONNECTORS CONFORMING TO ASTM C323 FOR PIPE.
2. CONSTRUCTION CONTRACTOR TO OBTAIN CITY EXCAVATION PERMIT FOR ALL SANITARY SEWER CONSTRUCTION WORK. CITY INSPECTION AND APPROVAL IS REQUIRED FOR ALL SANITARY SEWER CONSTRUCTION WORK.
3. **REQUIRED TESTING:** ALL TESTING TO BE PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS. ALL TESTING SHALL BE WITNESSED BY CITY'S REPRESENTATIVE. CITY'S REPRESENTATIVE SHALL BE GIVEN 24 HOURS ADVANCE NOTICE PRIOR TO TESTING ACTIVITY.
 - 3.1.1. INFILTRATION-EXFILTRATION TESTING BY LOW-PRESSURE AIR TEST IN ACCORDANCE WITH ASTM F1417;
 - 3.1.2. NEGATIVE AIR PRESSURE TEST REQUIRED ON ALL MANHOLES;
 - 3.1.3. PIPE DEFLECTION TEST TO HAVE LESS THAN 5% MAXIMUM DEFLECTION 30 DAYS AFTER INSTALLATION.

SANITARY SEWER EXTENSION NOTES:

- DESIGN SANITARY FLOW RATE REQUIREMENTS FOR COLLECTION SYSTEMS AND WATER POLLUTION TREATMENT/CONTROL FACILITIES (TITLE 327 OF INDIANA ADMINISTRATIVE CODE ARTICLE 3 RULE 6 SEC. 11)
1. AVERAGE DESIGN FLOW FOR SHOPPING CENTER IS 0.1 GPD/SQ.FT. OF FLOOR SPACE, PLUS 20 GPD/EMPLOYEE.
 2. AVERAGE DESIGN FLOW = 0.1 GPD/SQ.FT. X 9,463 SQ.FT. + 20 GPD/EMPLOYEE X 16 EMPLOYEES = 1,266 GALLONS/DAY
 3. PEAK DESIGN FLOW = PEAK FACTOR X AVERAGE DESIGN FLOW
 4. PEAK FACTOR = 4
 5. PEAK DESIGN FLOW = 1,266 GPD X 4 = 5,064 GALLONS/DAY

WATER MAIN EXTENSION NOTES:

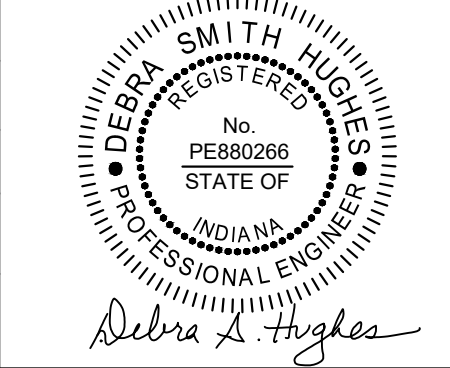
- CALCULATION OF PUBLIC WATER SYSTEM QUANTITY REQUIREMENT STANDARDS FOR AVERAGE AND PEAK DEMAND CONDITIONS (TITLE 327 OF INDIANA ADMINISTRATIVE CODE ARTICLE 8 RULE 3.3 SEC. 2)
1. AVERAGE DAILY CONSUMER DEMAND FOR SHOPPING CENTER IS 0.1 GPD/SQ.FT. OF FLOOR SPACE, PLUS 20 GPD/EMPLOYEE.
 2. AVERAGE DAILY CONSUMER DEMAND = 0.1 DPD/SQ.FT. X 9,463 SQ.FT. = 20 GPD/EMPLOYEE X 16 EMPLOYEES = 1,266 GPD
 3. PEAK DESIGN FLOW = PEAK FACTOR X AVERAGE DAILY CONSUMER DEMAND + FIRE FLOW
 4. PEAK FACTOR = 2.5
 5. FIRE FLOW = 0 GPD
 6. PEAK DAILY CONSUMER DEMAND = 1,266 GPD X 2.5 = 3,165 GPD

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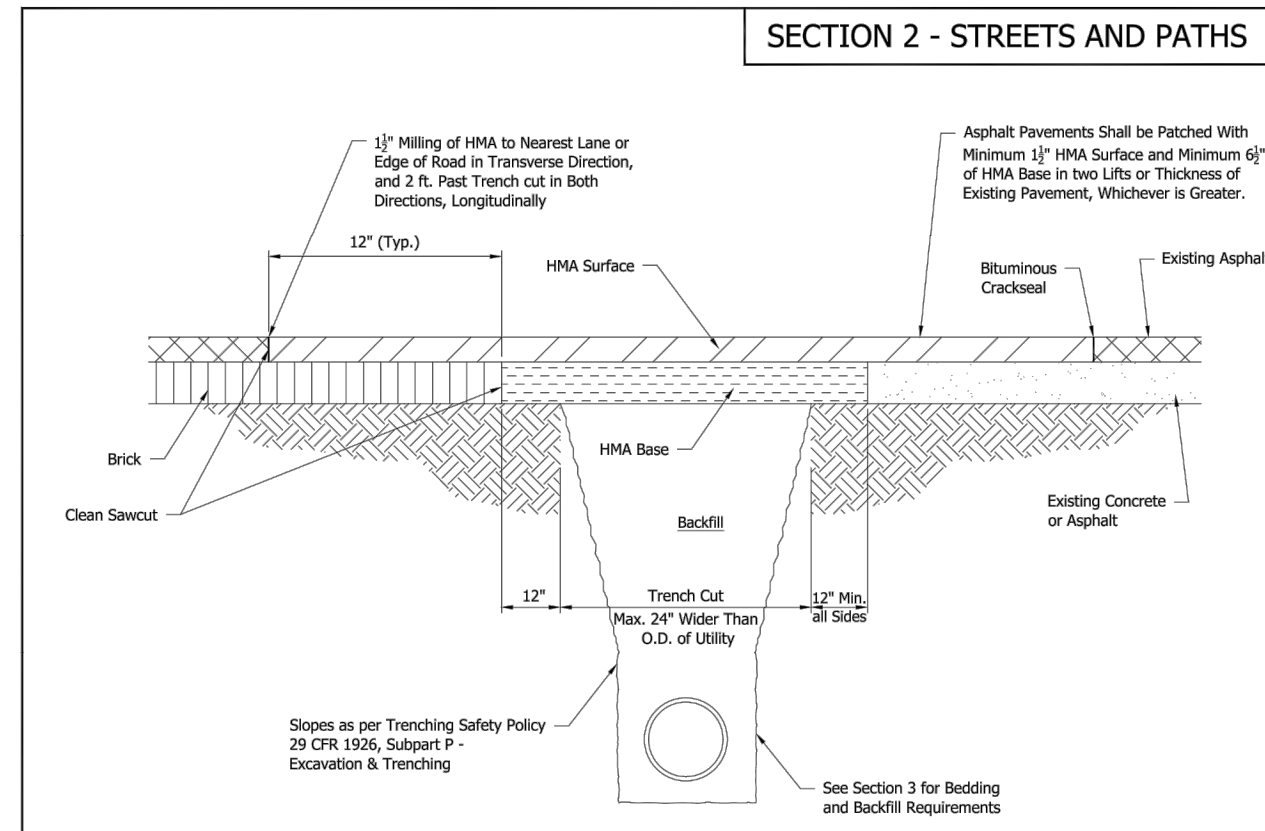
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DATE OF CERTIFICATION: 08/31/2022
ENGINEER: Debra S. Hughes, PE
DRAWN BY: BLS



SANITARY SEWER AND WATER MAIN PLAN, PROFILE AND DETAIL

SANITARY SEWER AND WATER MAIN EXTENSION
2240 PRAIRIE AVENUE (SR 23), SOUTH BEND, PT. NE 1/4, SEC. 22, T37N, R2E, PORTAGE TWP., ST JOSEPH CO., INDIANA

JOB NO: 1021067463 476-21 SHEET 2 OF 3 DRAWING NO. A-46426



ASPHALT PAVEMENT NOTES:

- Depth of asphalt patch shall be a minimum of 8" or the same depth as original pavement, whichever is greater.
- A concrete patch on asphalt pavement may be allowed by the City Engineer if the road is scheduled to be rehabilitated in the near future or other like circumstances.

GENERAL NOTES:

- Temporary Patch: If it is not possible, due to weather conditions, for the contractor to replace the pavement within 24 hours following backfilling of cut, a coarse aggregate base 8" thick and a cold asphaltic surface of 4" shall be applied and maintained as a temporary patch until permanent repairs can be made. When temperature falls below 50°F within 72 hour cure time, concrete to be used shall be 7 bag w/ 2% accelerator. Such temporary patches shall be replaced with permanent repairs no later than May 1 of the following year.
- All utilities must be located prior to making pavement cut.

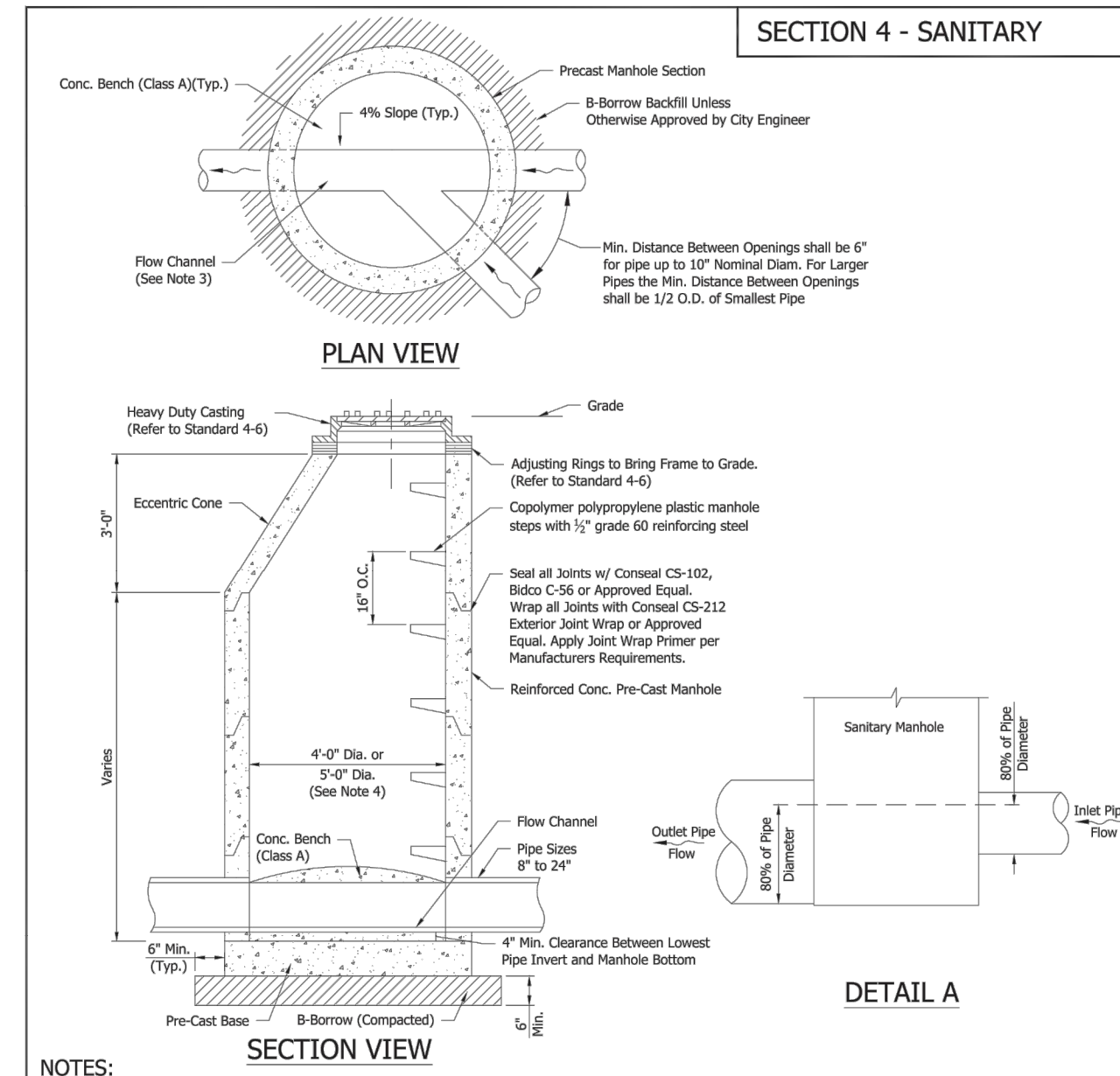
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

Item Revision Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

PAVEMENT PATCHING AND UTILITY CUTS - ASPHALT STANDARD 2-48



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.

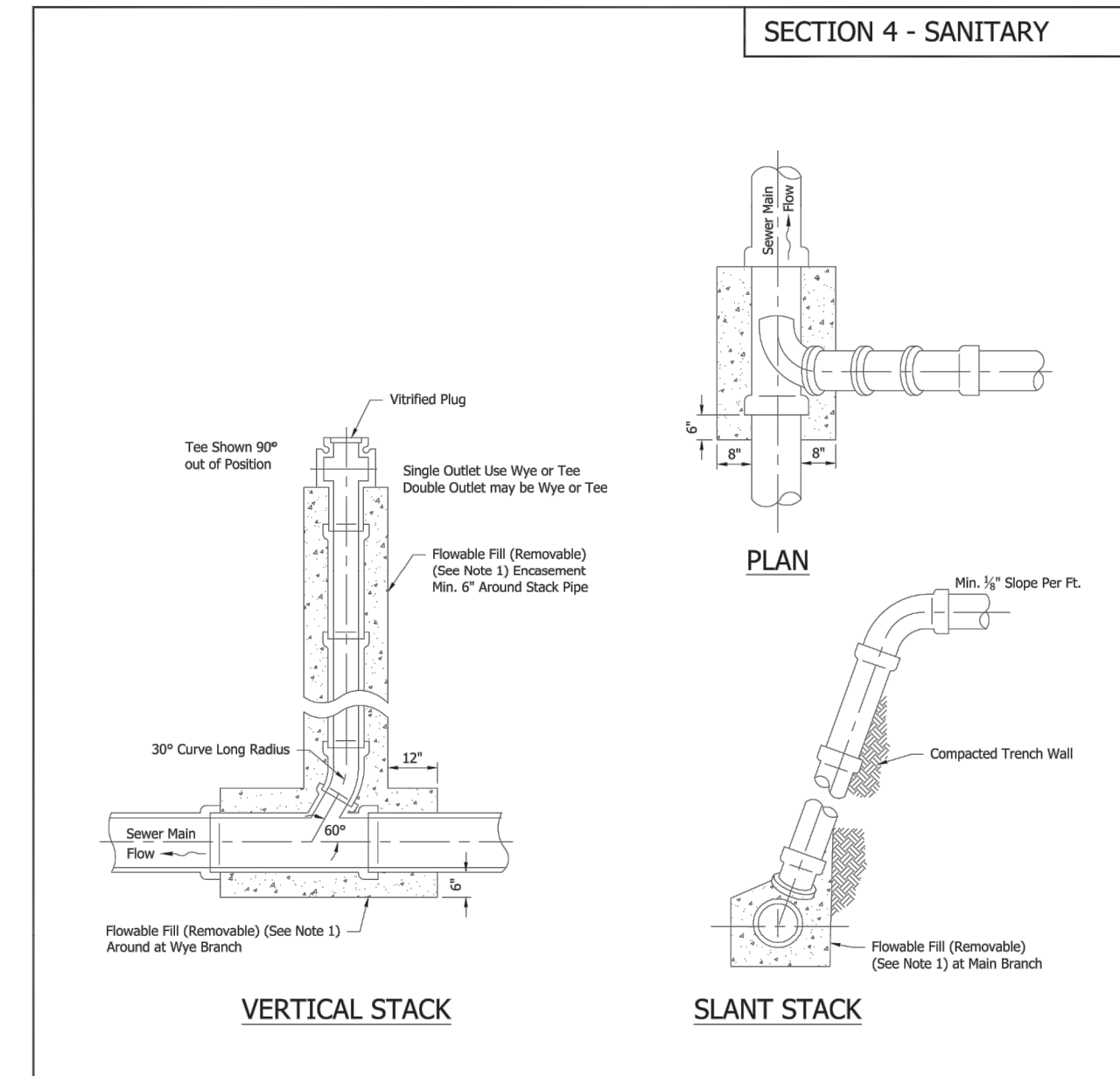
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EFFECTIVE DATE: June 26, 2018

Item Revision Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

TYPE A MANHOLE - STANDARD PRE-CAST STANDARD 4-1



NOTES:

- Refer to INDOT Standard Specification Section 213 for removable flowable fill requirements.
- Wye replacement: Remove old wye, trim existing as pipe required, install new wye and pipe and connect to existing pipes with Fernco couplings.

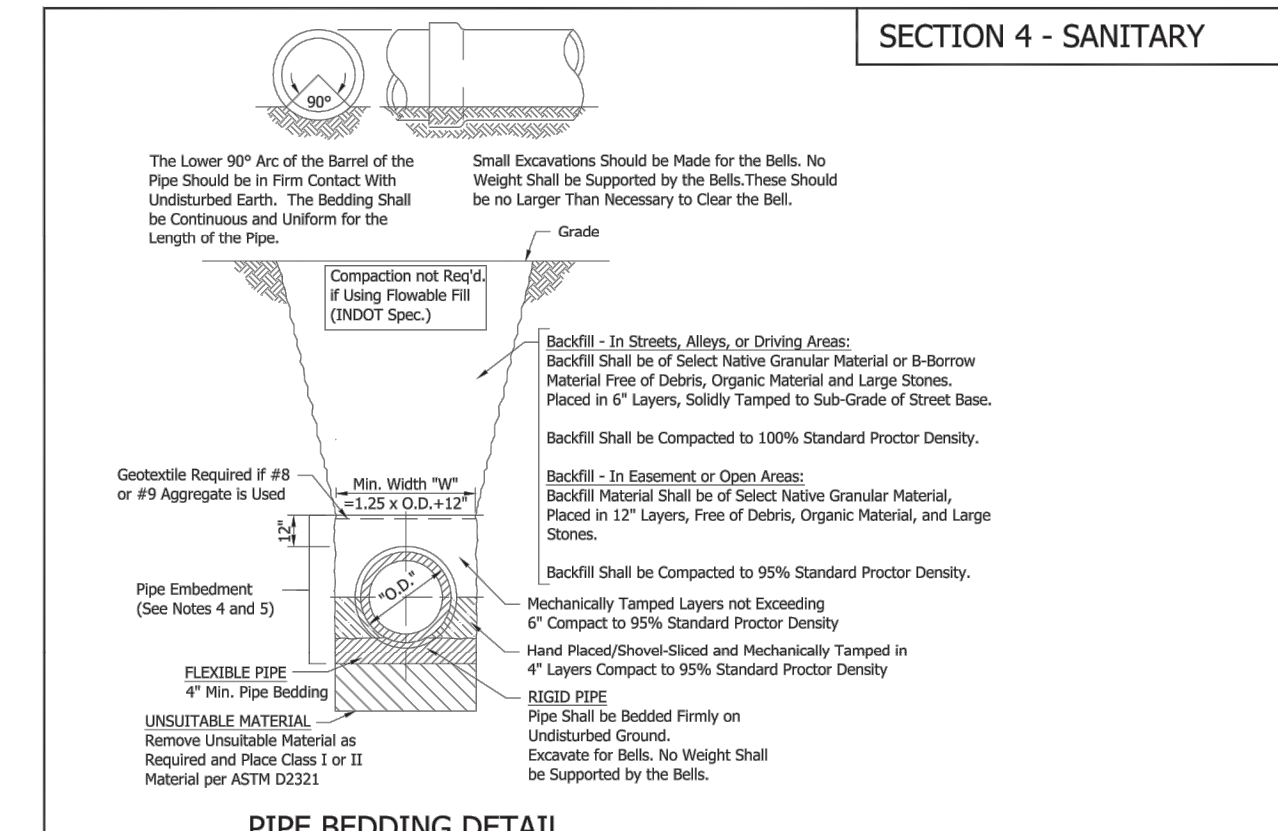
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS
EFFECTIVE DATE: June 26, 2018

Item Revision Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

VERTICAL AND SLANT STACKS STANDARD 4-8



NOTES:

- 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 #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 pipe 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 #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.
- 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 pipes, re-excavate trench as needed. Then place bedding as noted above.
 - For additional pipes repeat as required.
- Refer to INDOT Standard Specification Section 213 for flowable fill (removable) requirements.

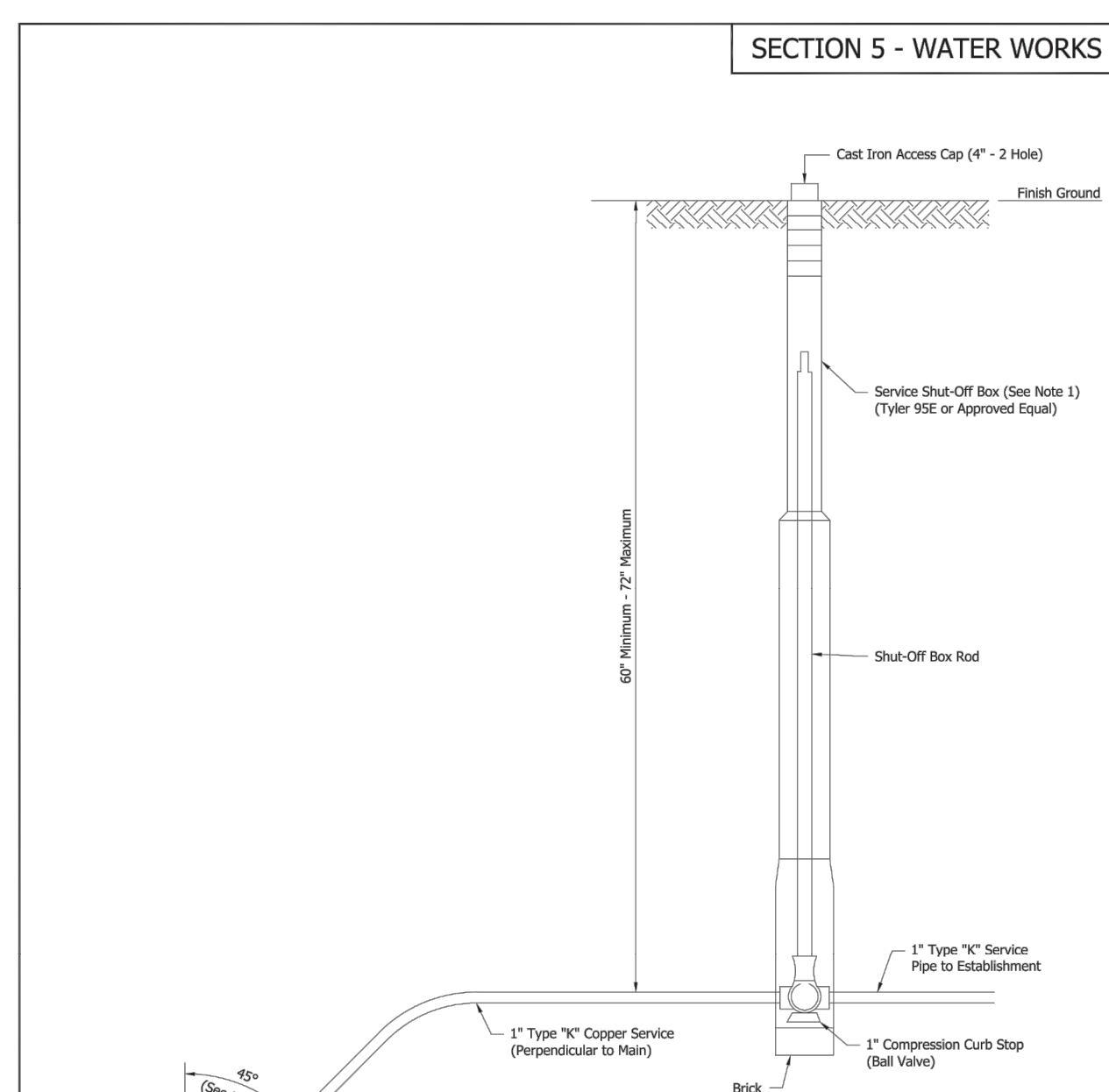
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CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

PIPE BEDDING DETAIL STANDARD 4-11



NOTES:

- Service shut-off box shall be placed in the public right-of-way in grass between curb and sidewalk.
- For a 2" service the corporation stop shall be located at 90° (level).

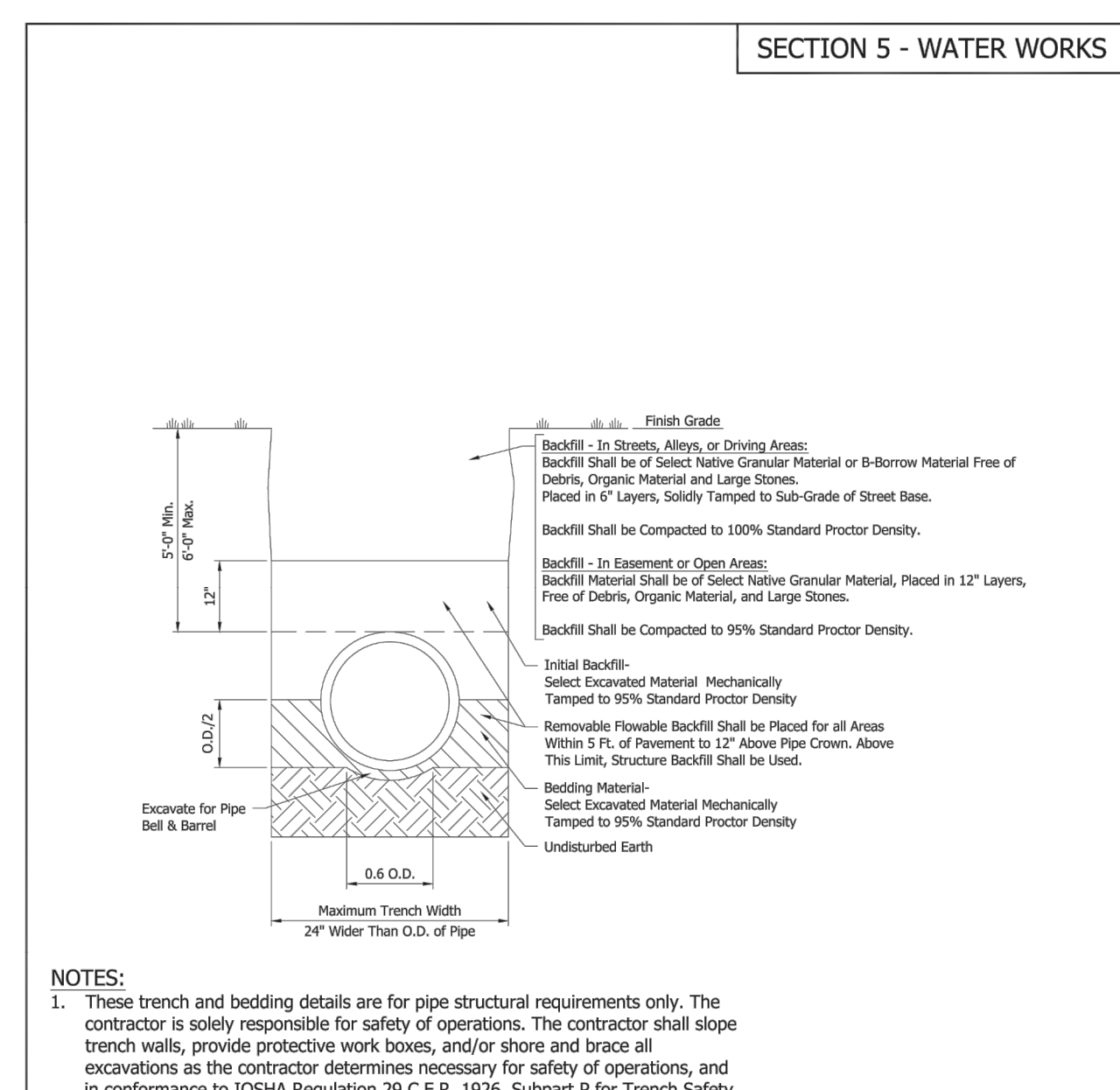
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Item Revision Approved Date

CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

TYPICAL WATER SERVICE CONNECTION STANDARD 5-3



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:
 - Place bedding to Spring Line of first pipe across entire trench width.
 - Placement of next pipe, re-excavate trench as needed. Then place bedding as noted above.
 - For additional pipes repeat as required.
- Minimum easement width for water main shall be 15'.
- Minimum obstruction setback requirement from water main shall be 10'. Obstructions shall include structures, other utilities, trees, and landscaping.

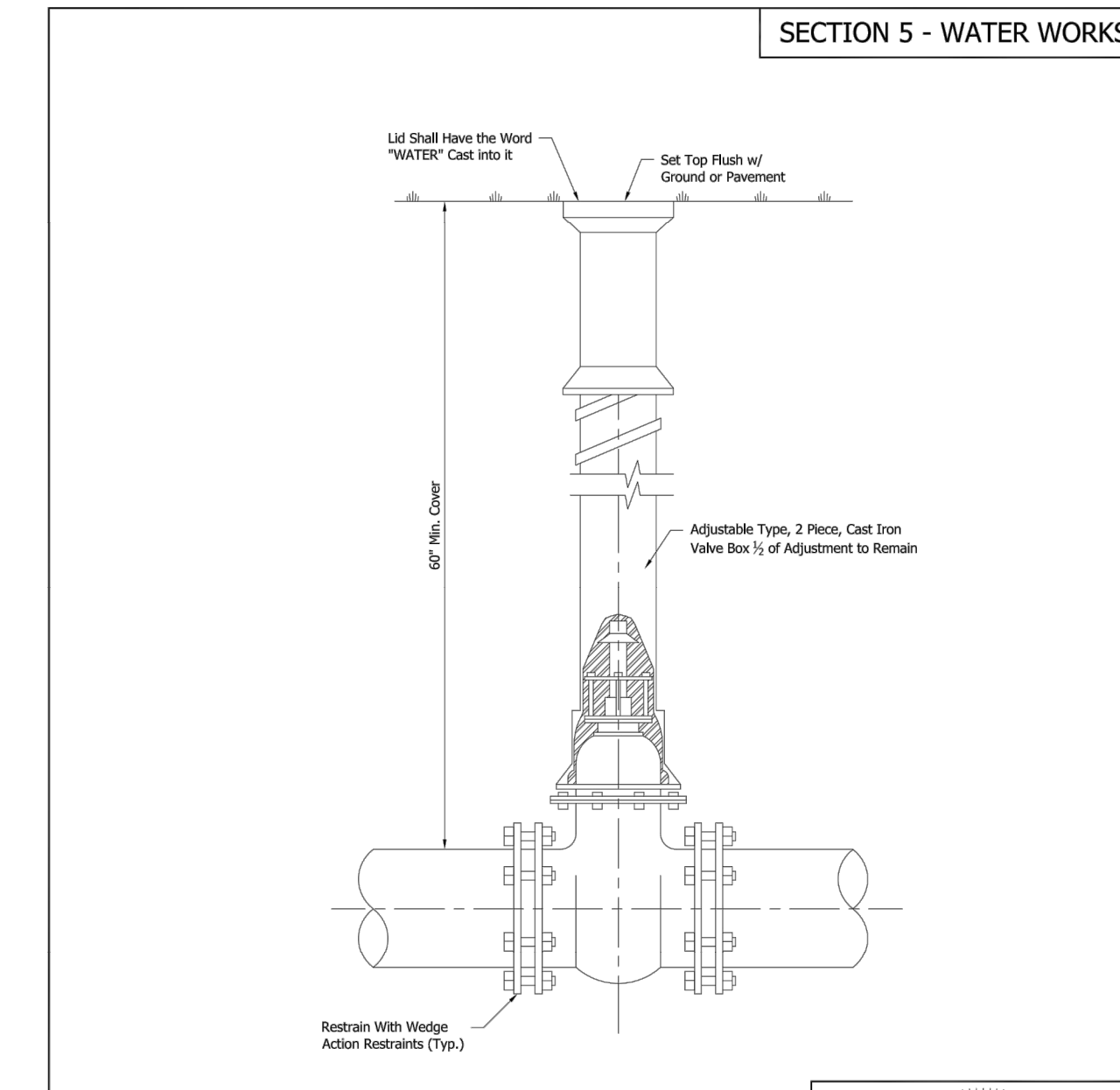
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CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

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



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.

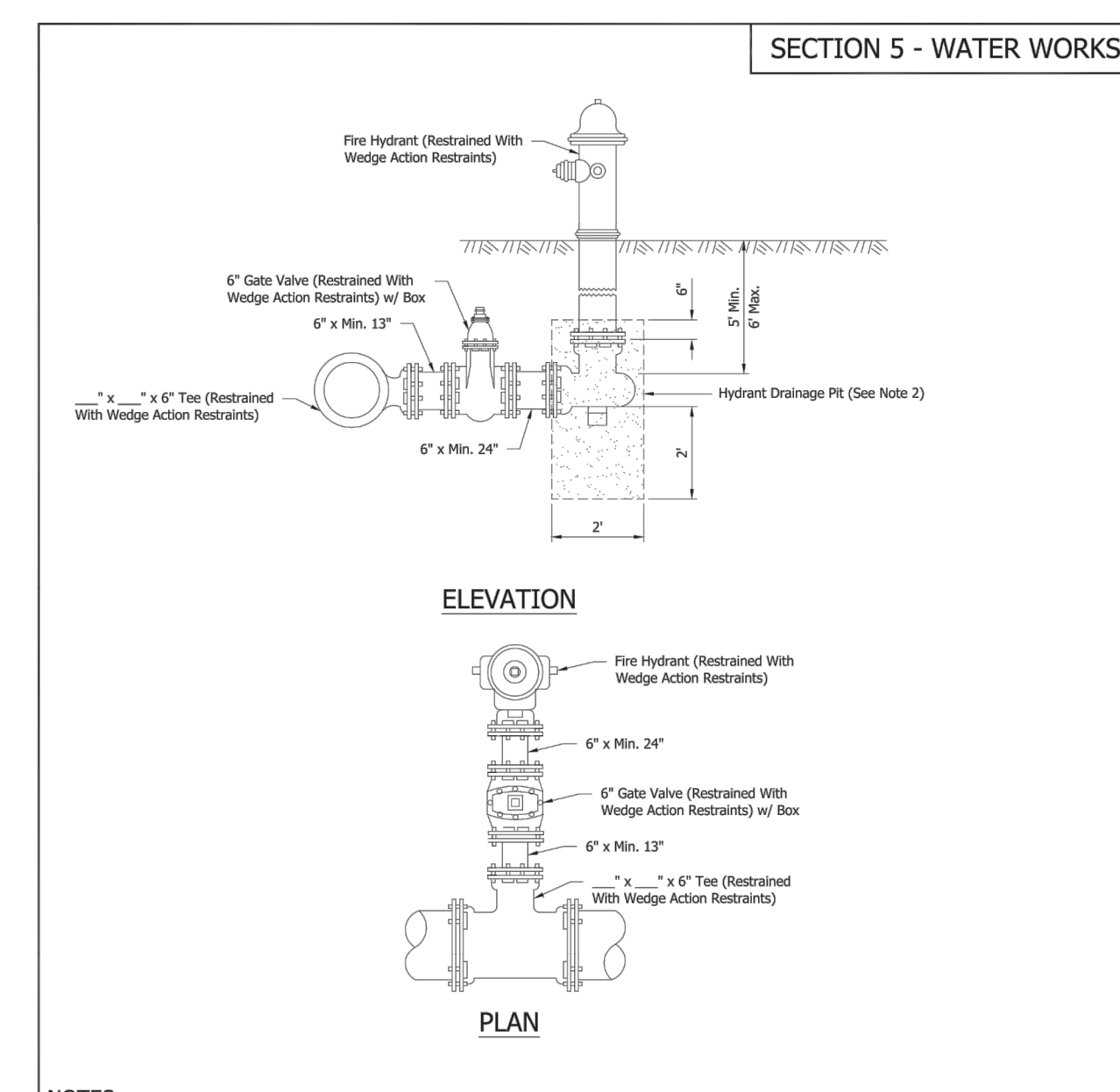
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CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

TYPICAL GATE VALVE AND BOX STANDARD 5-8



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'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 the equal 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.

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CITY OF SOUTH BEND

STANDARDS FOR DESIGN AND CONSTRUCTION

FIRE HYDRANT ASSEMBLY STANDARD 5-11

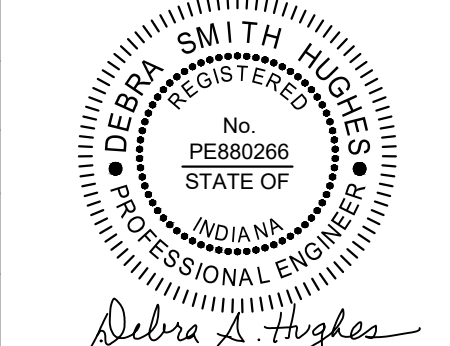
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CITY STANDARD DETAILS

SANITARY SEWER AND WATER MAIN EXTENSION
2240 PRAIRIE AVENUE (SR 23), SOUTH BEND, PT. NE 1/4, SEC. 22, T37N, R2E, PORTAGE TWP., ST JOSEPH CO., INDIANA

JOB NO: 1021067463 476-21 SHEET 3 OF 3 DRAWING NO. A-46426

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

Date: 10/4/2022
 Name: Charlie Brach Department of Public Works – Engineering Division
 BPW Date: 10/11/2022 Phone Extension: 9246

Required Prior to Submittal to Board

BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	<u>Michael Schmidt</u>
Dept. Attorney	<input type="checkbox"/>	Attorney Name	<u> </u>
Purchasing	<input type="checkbox"/>	<u> </u>	

Check the Appropriate Item Type – Required for All Submissions

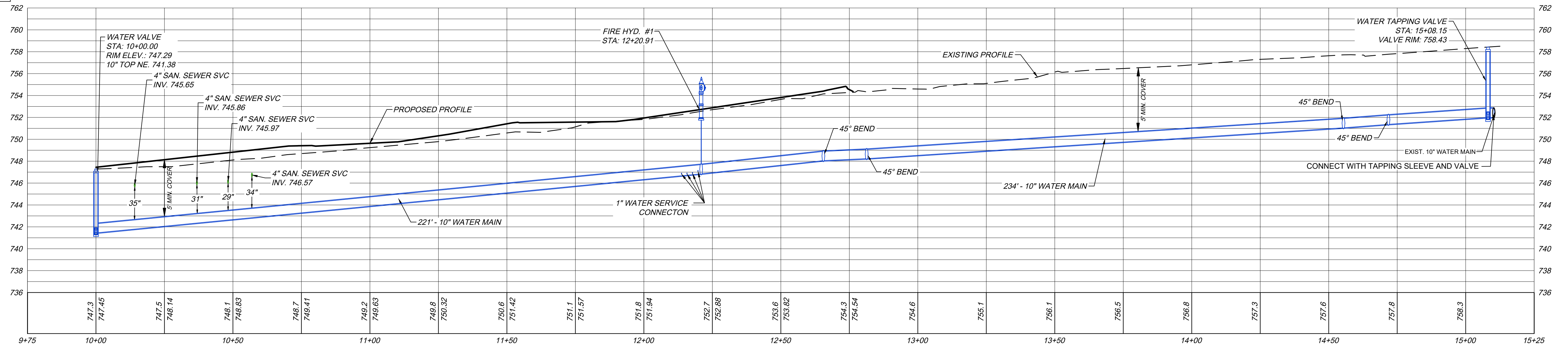
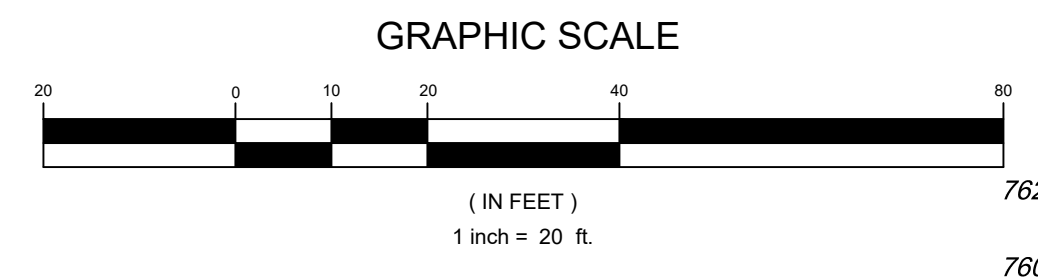
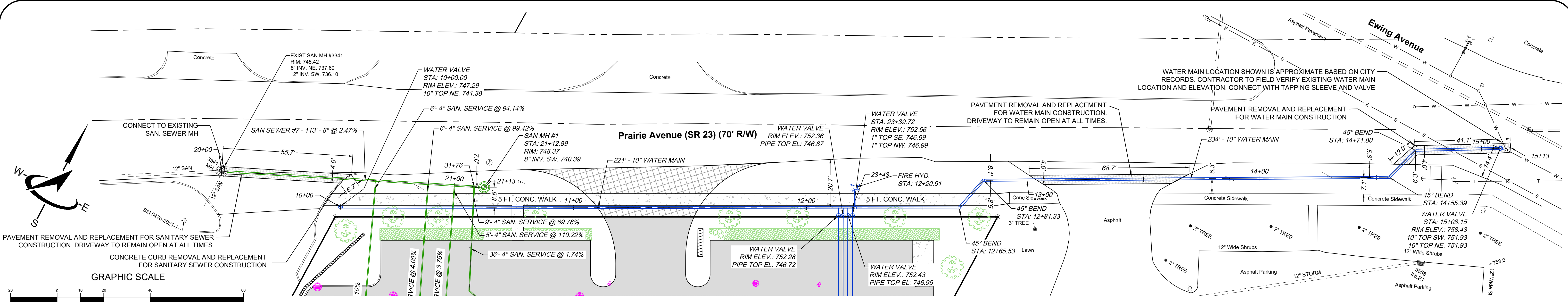
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<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA	
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise	<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. <u> </u>	<input type="checkbox"/> PCA	
<input type="checkbox"/> Chg. Order, No. <u> </u>	<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	<u>S&J Real Estate Holdings LLC</u>
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing
	<input type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> Completed E-Verify Form Attached <input type="checkbox"/> Yes
	<input type="checkbox"/> WBE <input type="checkbox"/> No
Project Name	<u>2240 Prairie</u>
Project Number	<u>DP22-018</u>
Funding Source	<u>N/A</u>
Account No.	<u>PR/PO # N/A</u>
Amount	<u>N/A</u>
Terms of Contract	<u>N/A</u>
Special Contract Provisions	<u>N/A</u>
Purpose/Description	<u>Sewer and Water Extension Agreement for 2240 Prairie</u>

For Change Orders Only

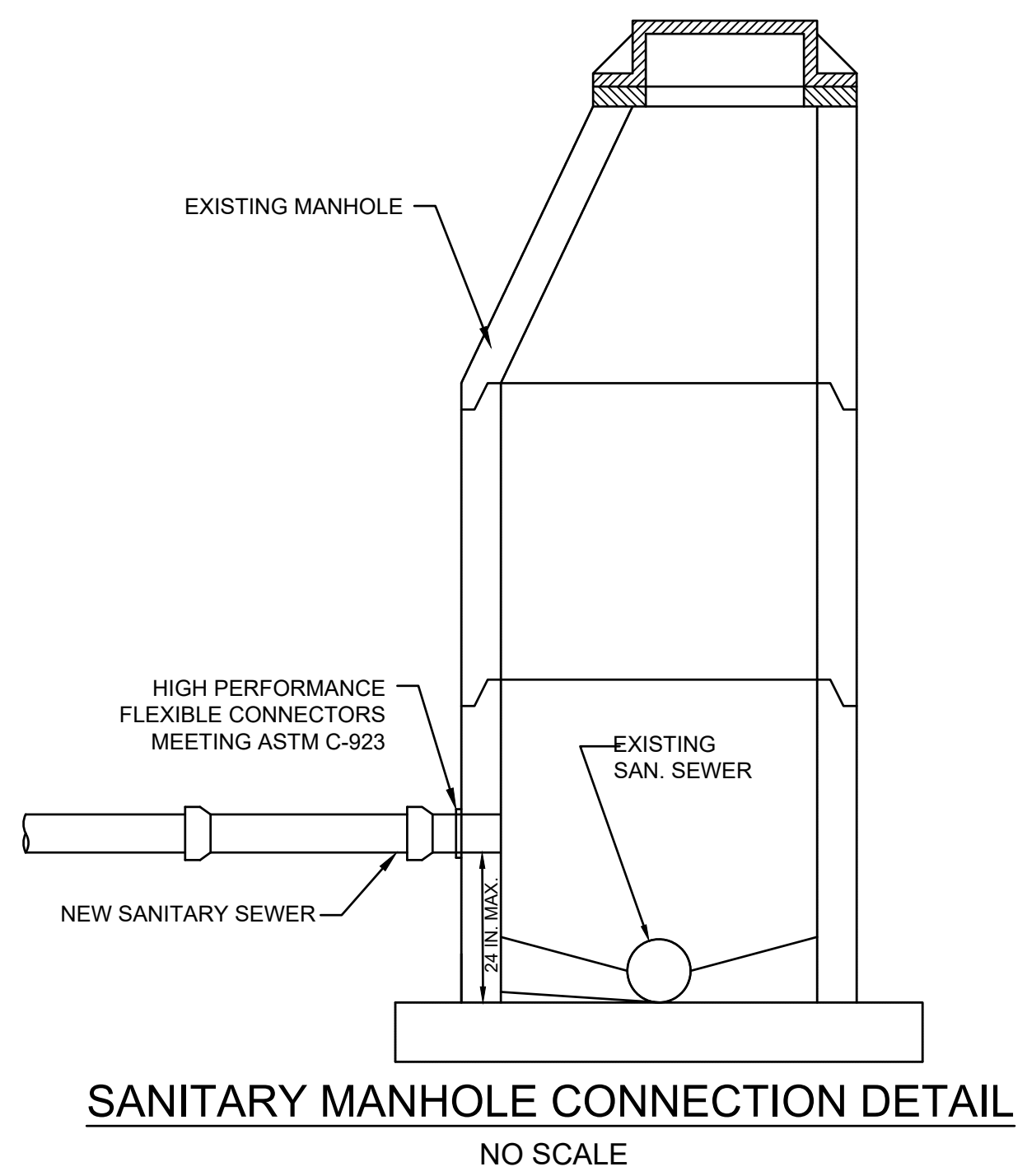
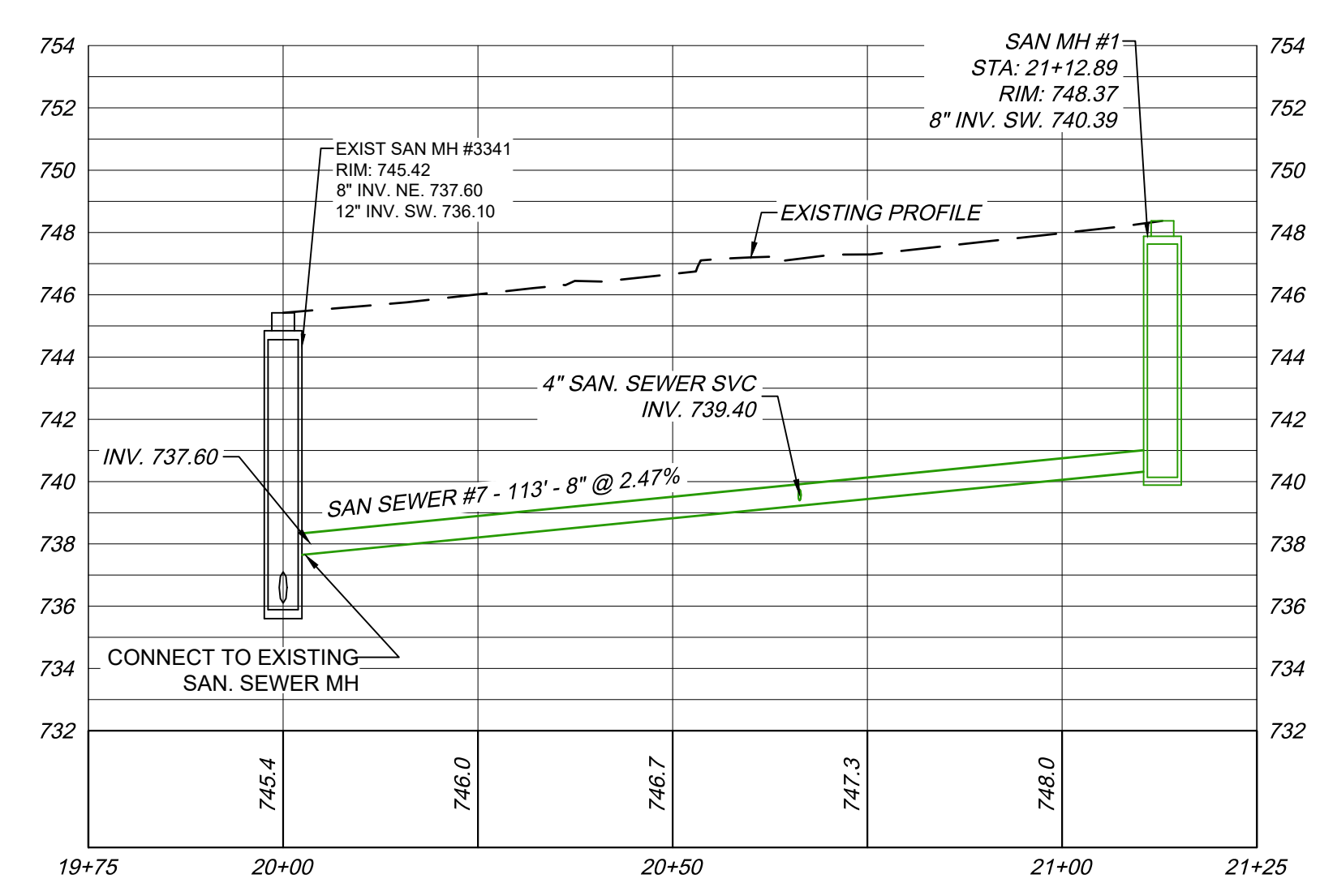
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	<input type="checkbox"/> Decrease	(\$ <u> </u>)
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Current Percent of Change:	Decrease	(<u> </u>) %
New Amount		\$ <u> </u>
	Increase	<u> </u> %
Total Percent of Change:	Decrease	(<u> </u>) %
Time Extension Amount:		<u> </u>
New Completion Date:		<u> </u>



STRUCTURE DETAILS

3341 MANHOLE
RIM 745.42
GRAVEL IN 12" CLAY SW 736.1
INV 12" CLAY S 736.1 (CEMENTED SHUT)
SHELF 736.2
NO OTHER PIPES FOUND

SITE BENCHMARK
BM 0476-2021-1
CHISELED SQUARE ON SOUTHERN TOP OF CONCRETE
LAMP BASE ON WESTERN SIDE OF DRIVEWAY OF GAS
STATION.
ELEVATION 746.90'



WATER SERVICE PIPE CONSTRUCTION NOTES AND SPECIFICATIONS:

1. WATER SERVICE MATERIAL TO BE HDPE TUBING CTS DR9 OR APPROVED EQUAL.
2. CONSTRUCTION CONTRACTOR TO OBTAIN CITY EXCAVATION PERMIT FOR ALL WATER SERVICE PIPE CONSTRUCTION WORK. CITY INSPECTION AND APPROVAL IS REQUIRED FOR WATER MAIN TAP AND ALL WATER SERVICE PIPE WORK.
3. TRACER WIRE TO BE PLACED ON PLASTIC WATER SERVICE DURING INSTALLATION. TRACER WIRE TO BE #10 WIRE, ELECTRICALLY CONTINUOUS, COPPER-CLADDED, AND HIGH STRENGTH.
4. WATER SERVICE PIPES TO BE A MINIMUM OF 10 FT. HORIZONTAL SEPARATION AND 18 IN. VERTICAL SEPARATION FROM SANITARY SEWER SERVICE PIPES, SANITARY SEWER MAINS, SANITARY SEWER FORCE MAIN PIPES, OR STORM SEWER PIPES.

SANITARY SEWER SERVICE PIPE CONSTRUCTION NOTES AND SPECIFICATIONS:

1. GRAVITY SANITARY SEWER MATERIAL TO BE SDR 35 PVC MEETING ASTM D3034 REQUIREMENTS OR APPROVED EQUAL. PIPE TO BE INSTALLED IN ACCORDANCE WITH ASTM D2321. PIPE JOINTS TO BE IN ACCORDANCE WITH ASTM D3212. CONCRETE MANHOLES TO BE IN ACCORDANCE WITH ASTM C478 WITH FLEXIBLE RUBBER BOOT CONNECTORS CONFORMING TO ASTM C323 FOR PIPE.
2. CONSTRUCTION CONTRACTOR TO OBTAIN CITY EXCAVATION PERMIT FOR ALL SANITARY SEWER CONSTRUCTION WORK. CITY INSPECTION AND APPROVAL IS REQUIRED FOR ALL SANITARY SEWER CONSTRUCTION WORK.
3. **REQUIRED TESTING:** ALL TESTING TO BE PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS. ALL TESTING SHALL BE WITNESSED BY CITY'S REPRESENTATIVE. CITY'S REPRESENTATIVE SHALL BE GIVEN 24 HOURS ADVANCE NOTICE PRIOR TO TESTING ACTIVITY.
 - 3.1. **GRAVITY SANITARY SEWERS**
 - 3.1.1. INFILTRATION-EXFILTRATION TESTING BY LOW-PRESSURE AIR TEST IN ACCORDANCE WITH ASTM F1417;
 - 3.1.2. NEGATIVE AIR PRESSURE TEST REQUIRED ON ALL MANHOLES;
 - 3.1.3. PIPE DEFLECTION TEST TO HAVE LESS THAN 5% MAXIMUM DEFLECTION 30 DAYS AFTER INSTALLATION.

SANITARY SEWER EXTENSION NOTES:

DESIGN SANITARY FLOW RATE REQUIREMENTS FOR COLLECTION SYSTEMS AND WATER POLLUTION TREATMENT/CONTROL FACILITIES (TITLE 327 OF INDIANA ADMINISTRATIVE CODE ARTICLE 3 RULE 6 SEC. 11)

1. AVERAGE DESIGN FLOW FOR SHOPPING CENTER IS 0.1 GPD/SQ.FT. OF FLOOR SPACE, PLUS 20 GPD/EMPLOYEE.
2. AVERAGE DESIGN FLOW = 0.1 GPD/SQ.FT. X 9,463 SQ.FT. + 20 GPD/EMPLOYEE X 16 EMPLOYEES = 1,266 GALLONS/DAY
3. PEAK DESIGN FLOW = PEAK FACTOR X AVERAGE DESIGN FLOW
4. PEAK FACTOR = 4
5. PEAK DESIGN FLOW = 1,266 GPD X 4 = 5,064 GALLONS/DAY

WATER MAIN EXTENSION NOTES:

CALCULATION OF PUBLIC WATER SYSTEM QUANTITY REQUIREMENT STANDARDS FOR AVERAGE AND PEAK DEMAND CONDITIONS (TITLE 327 OF INDIANA ADMINISTRATIVE CODE ARTICLE 8 RULE 3.3 SEC. 2)

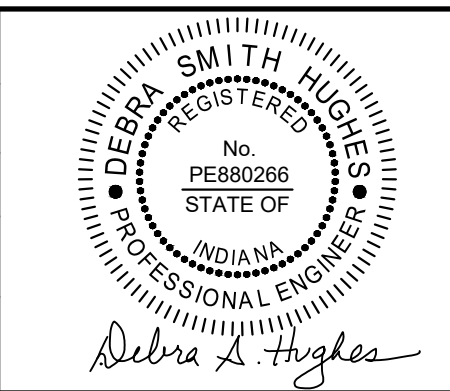
1. AVERAGE DAILY CONSUMER DEMAND FOR SHOPPING CENTER IS 0.1 GPD/SQ.FT. OF FLOOR SPACE, PLUS 20 GPD/EMPLOYEE.
2. AVERAGE DAILY CONSUMER DEMAND = 0.1 DPD/SQ.FT. X 9,463 SQ.FT. = 20 GPD/EMPLOYEE X 16 EMPLOYEES = 1,266 GPD
3. PEAK DESIGN FLOW = PEAK FACTOR X AVERAGE DAILY CONSUMER DEMAND + FIRE FLOW
4. PEAK FACTOR = 2.5
5. FIRE FLOW = 0 GPD
6. PEAK DAILY CONSUMER DEMAND = 1,266 GPD X 2.5 = 3,165 GPD

REVISION:	
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REVISION:	
REVISION:	

SAM

3220 Southview Drive
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(574) 266-1010
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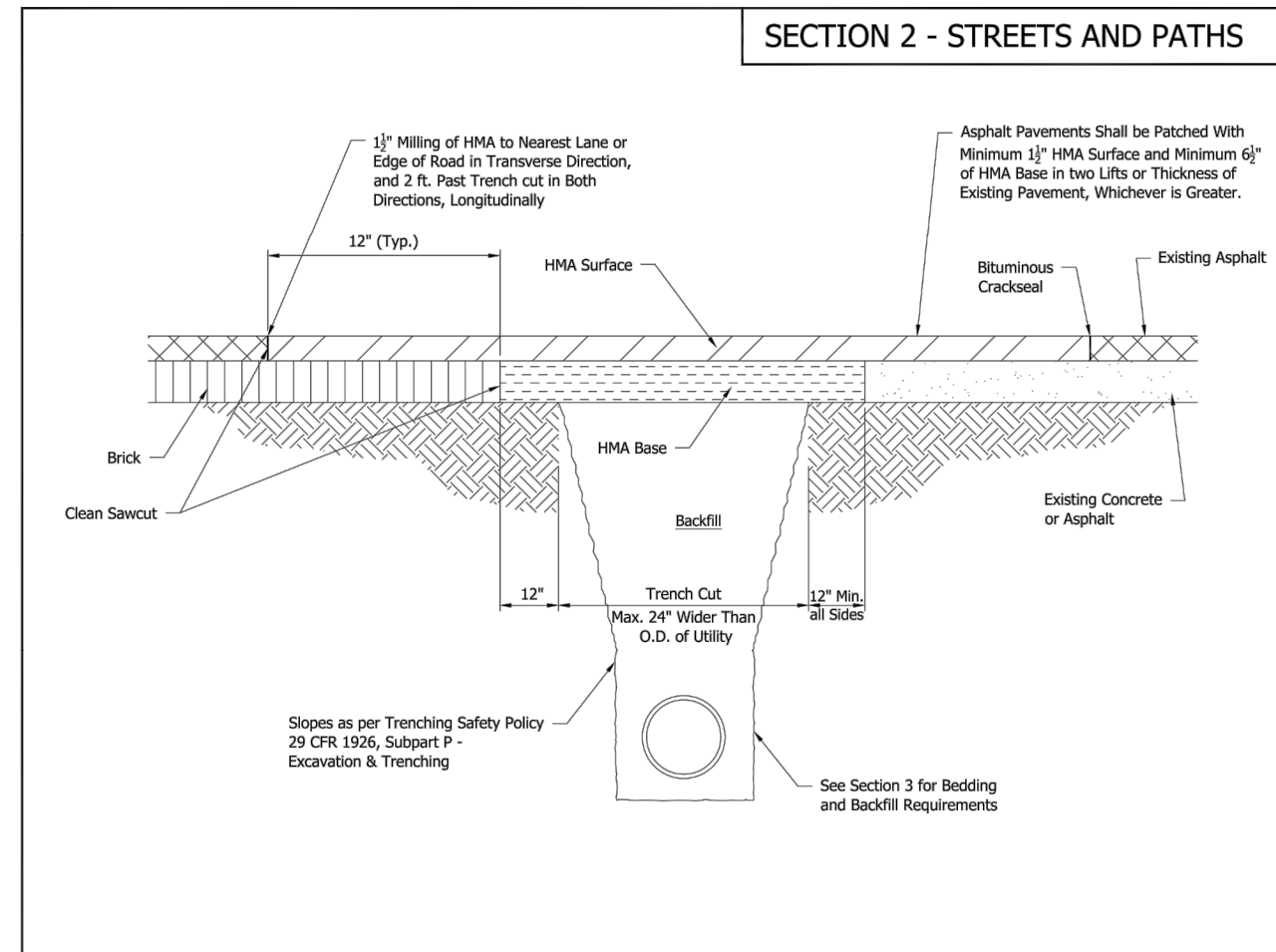
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ENGINEER: Debra S. Hughes, PE
DRAWN BY: BLS



SANITARY SEWER AND WATER MAIN PLAN, PROFILE AND DETAIL

SANITARY SEWER AND WATER MAIN EXTENSION
2240 PRAIRIE AVENUE (SR 23), SOUTH BEND, PT. NE 1/4, SEC. 22, T37N, R2E, PORTAGE TWP., ST JOSEPH CO., INDIANA

JOB NO: 1021067463 476-21 SHEET 2 OF 3 DRAWING NO. A-46426

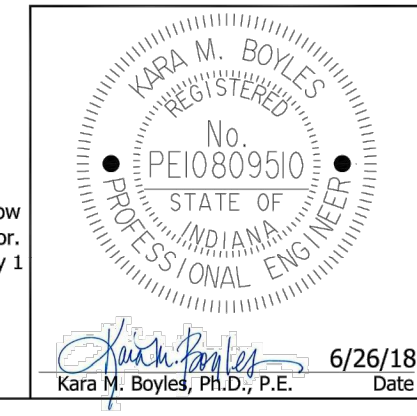


ASPHALT PAVEMENT NOTES:

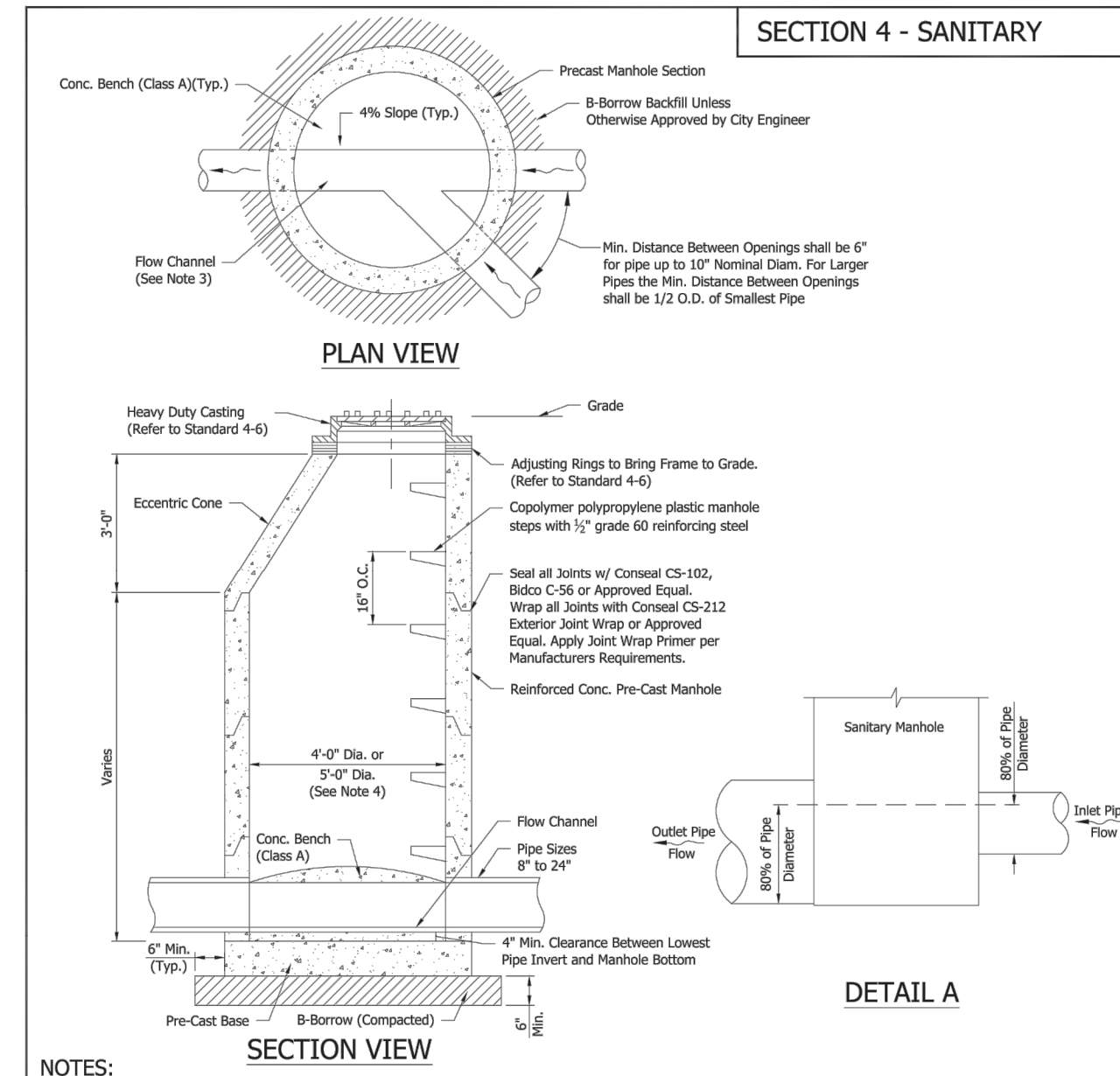
- Depth of asphalt patch shall be a minimum of 8" or the same depth as original pavement, whichever is greater.
- A concrete patch on asphalt pavement may be allowed by the City Engineer if the road is scheduled to be rehabilitated in the near future or other like circumstances.

GENERAL NOTES:

- Temporary Patch: If it is not possible, due to weather conditions, for the contractor to replace the pavement within 24 hours following backfilling of cut, a coarse aggregate base 8" thick and a cold asphaltic surface of 4" shall be applied and maintained as a temporary patch until permanent repairs can be made. When temperature falls below 50°F within 72 hour cure time, concrete to be used shall be 7 bag w/ 2% accelerator. Such temporary patches shall be replaced with permanent repairs no later than May 1 of the following year.
- All utilities must be located prior to making pavement cut.

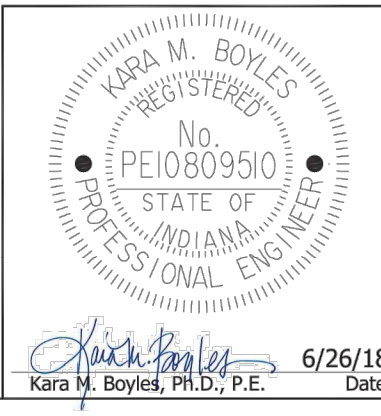


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
PAVEMENT PATCHING AND UTILITY CUTS - ASPHALT				STANDARD	2-48

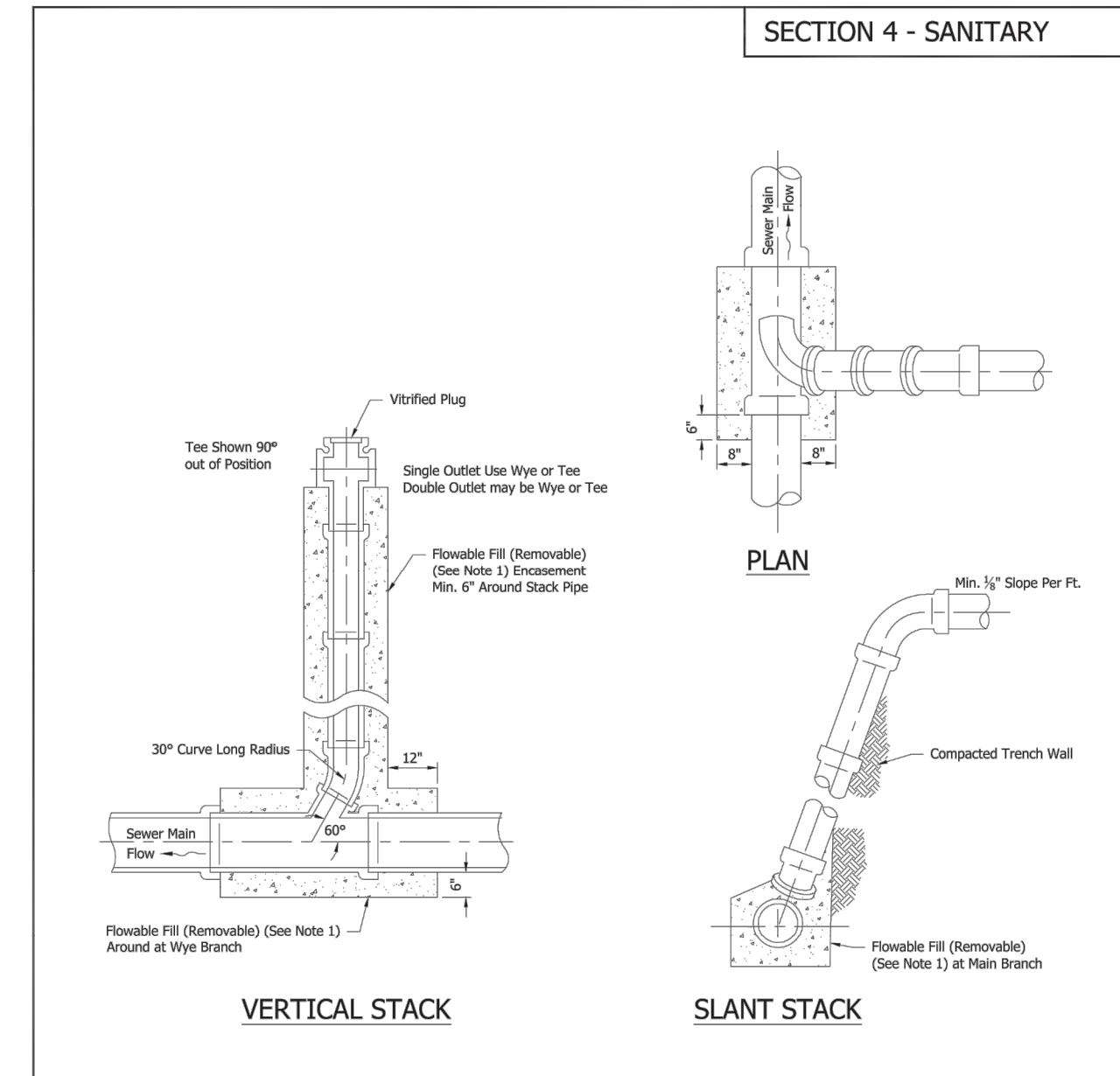


NOTES:

- 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.

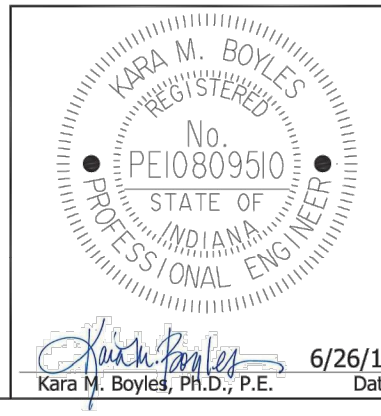


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
TYPE A MANHOLE - STANDARD PRE-CAST				STANDARD	4-1

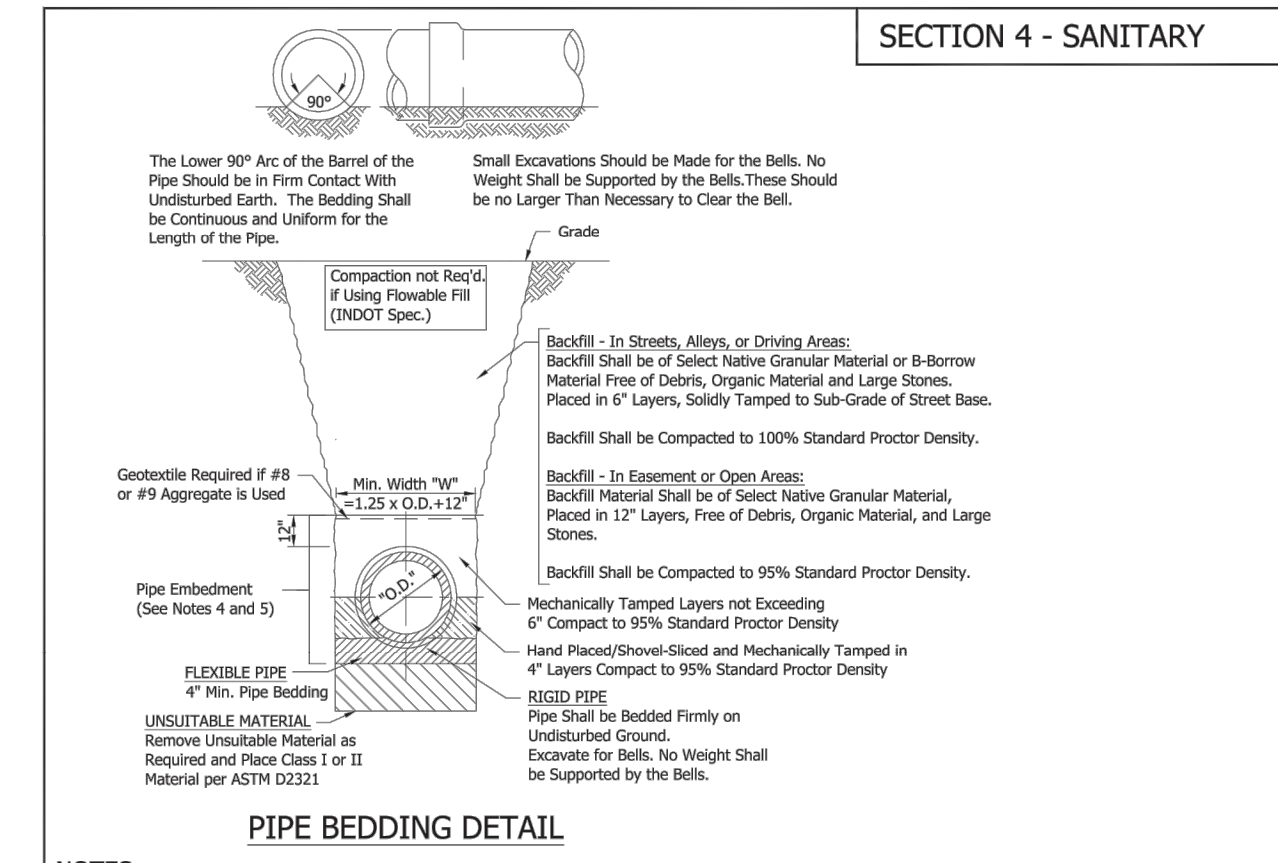


NOTES:

- Refer to INDOT Standard Specification Section 213 for removable flowable fill requirements.
- Wye replacement: Remove old wye, trim existing as pipe required, install new wye and pipe and connect to existing pipes with Fernco couplings.

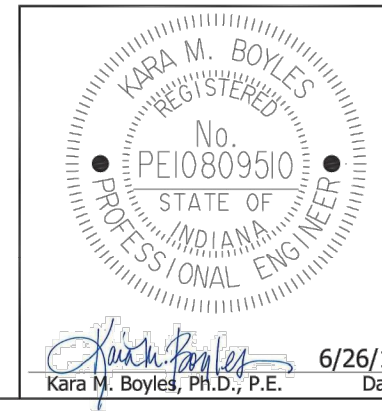


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
VERTICAL AND SLANT STACKS				STANDARD	4-8

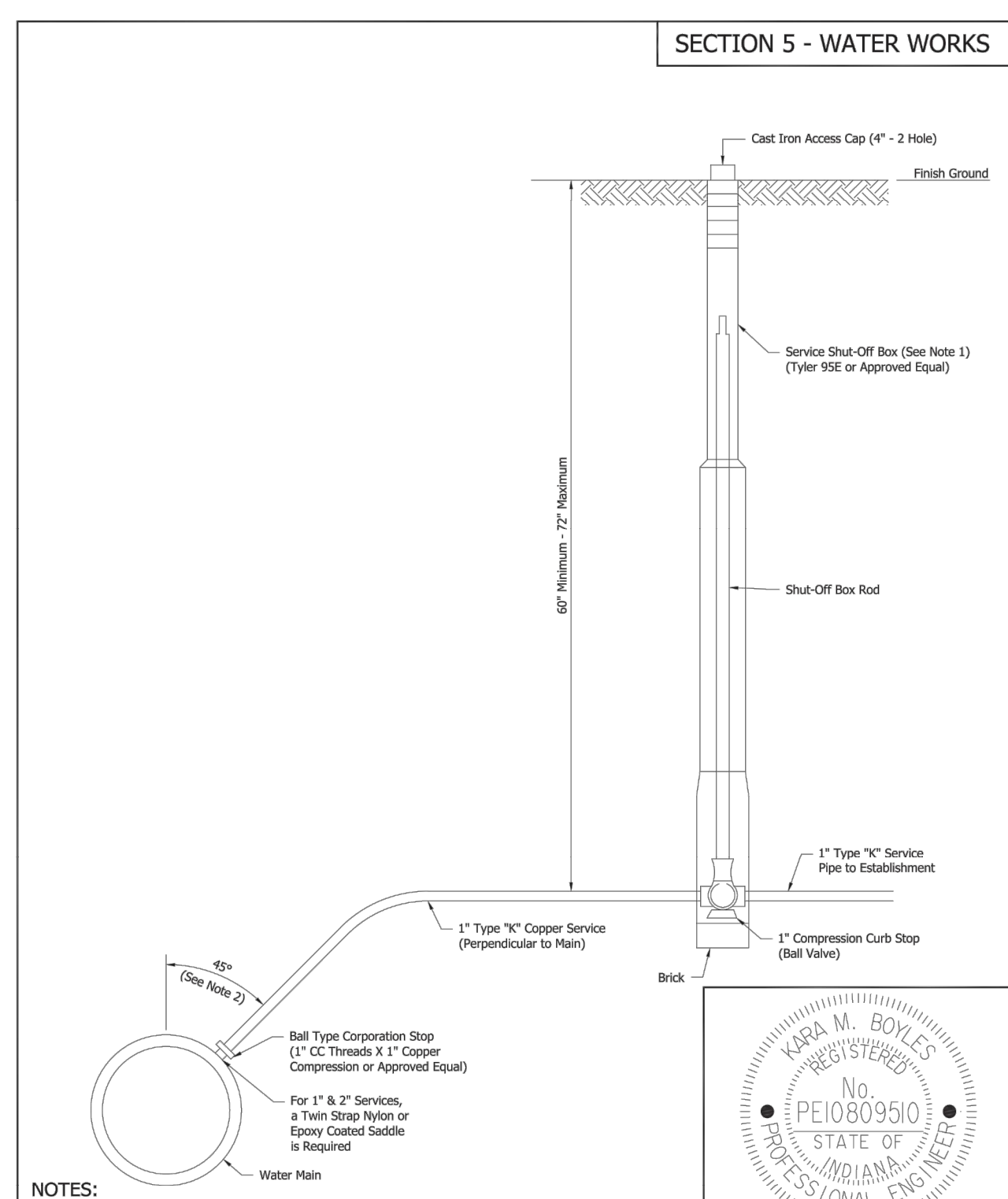


NOTES:

- 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 #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 pipe 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 #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.
- 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 pipes, re-excavate trench as needed. Then place bedding as noted above.
 - For additional pipes repeat as required.
- Refer to INDOT Standard Specification Section 213 for flowable fill (removable) requirements.

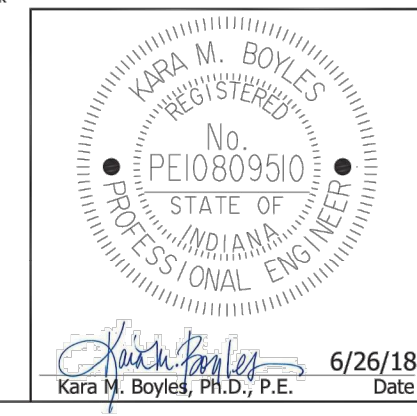


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
PIPE BEDDING DETAIL				STANDARD	4-11

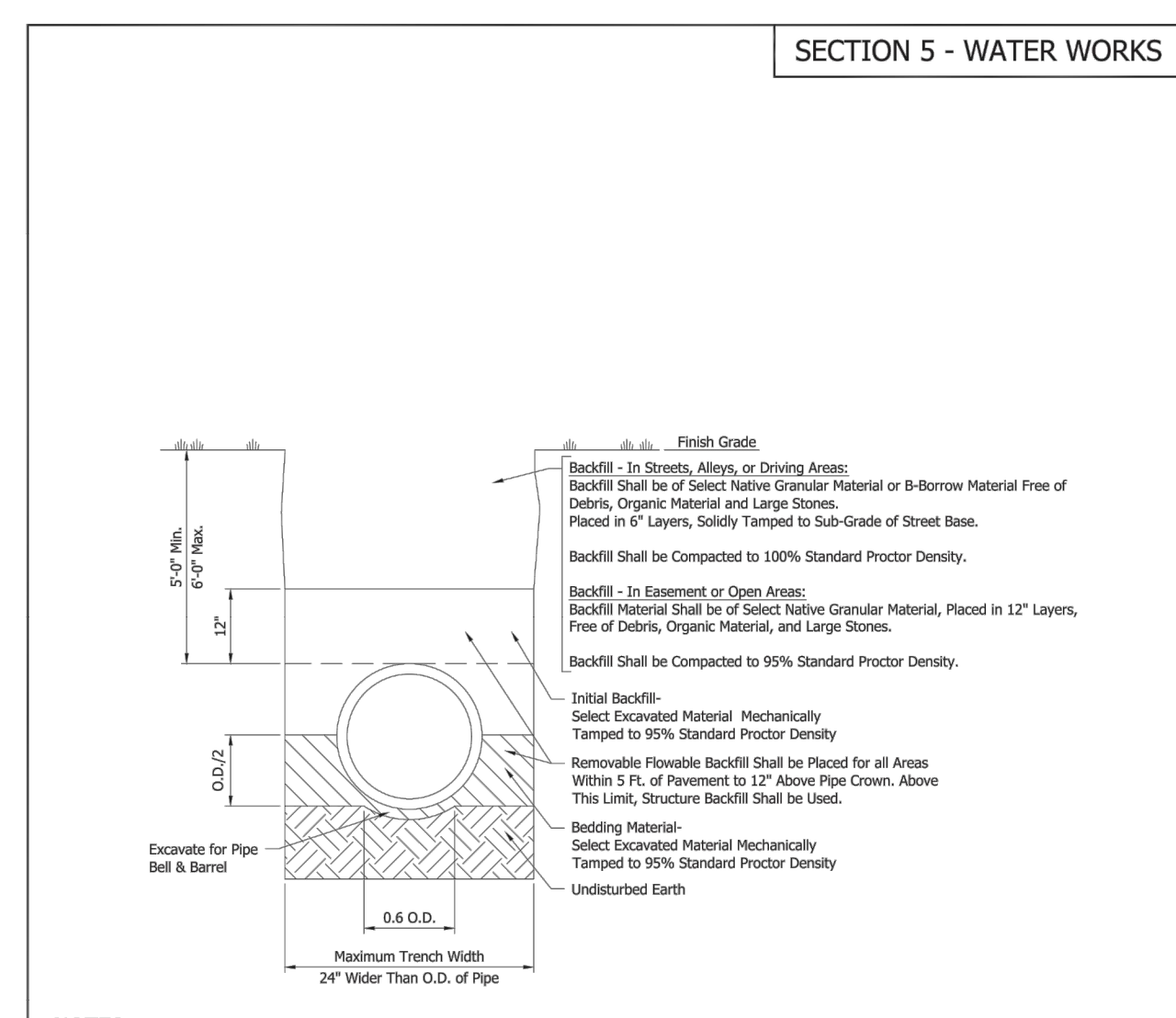


NOTES:

- Service shut-off box shall be placed in the public right-of-way in grass between curb and sidewalk.
- For a 2" service the corporation stop shall be located at 90° (level).

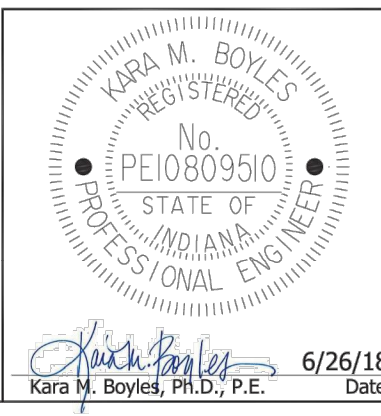


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
TYPICAL WATER SERVICE CONNECTION				STANDARD	5-3

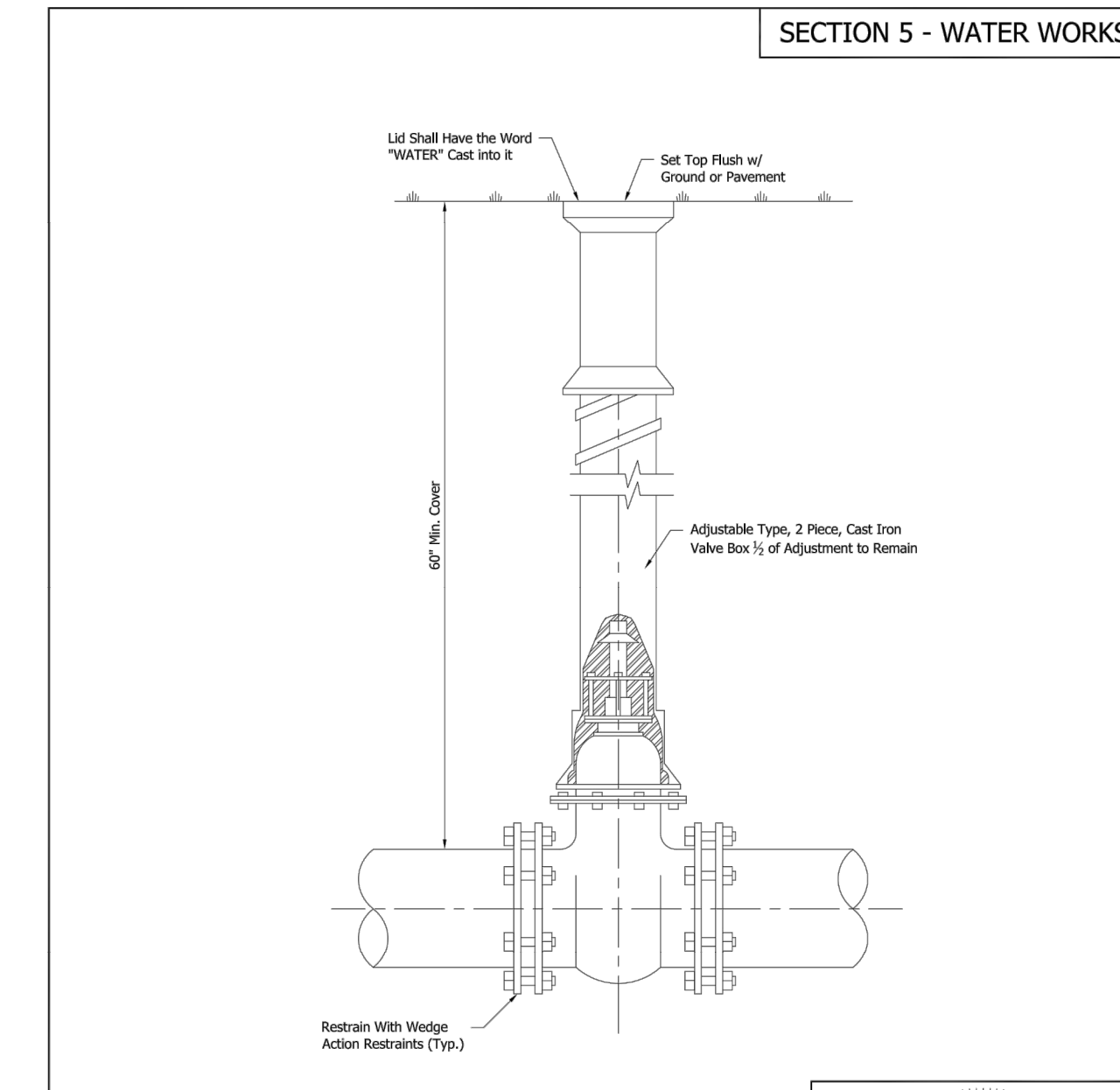


NOTES:

- 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:
 - Place bedding to Spring Line of first pipe across entire trench width.
 - Placement of next pipe, re-excavate trench as needed. Then place bedding as noted above.
 - For additional pipes repeat as required.
- Minimum easement width for water main shall be 15'.
- Minimum obstruction setback requirement from water main shall be 10'. Obstructions shall include structures, other utilities, trees, and landscaping.

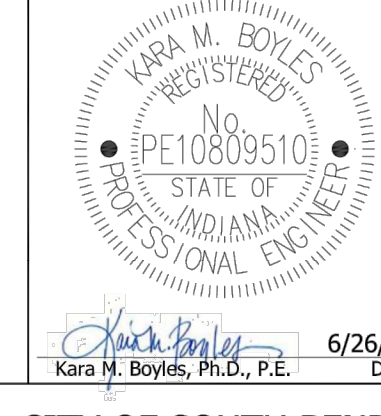


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
TRENCH DETAIL FOR WATER MAIN IN SUITABLE SOIL				STANDARD	5-6

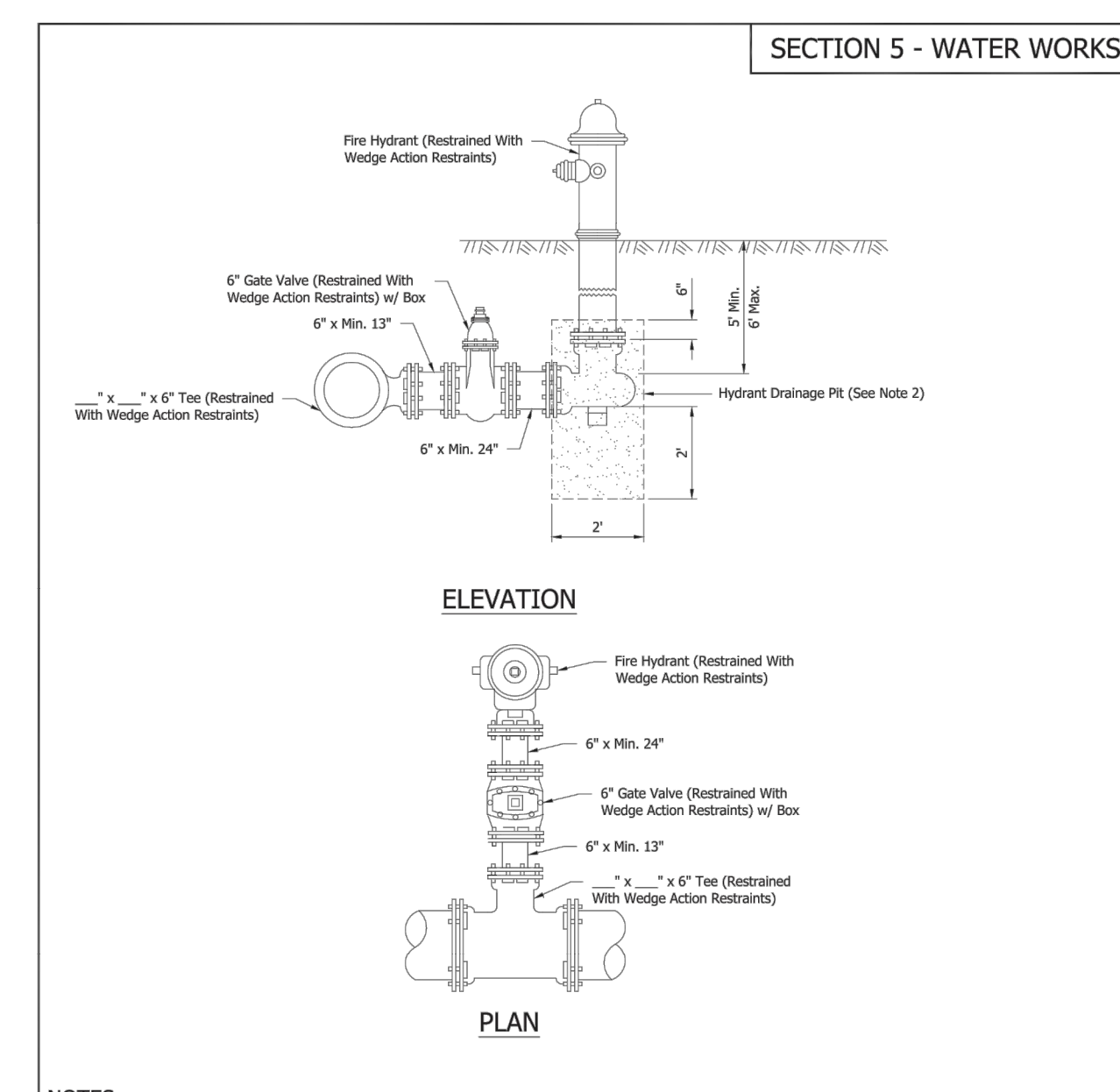


NOTES:

- 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.

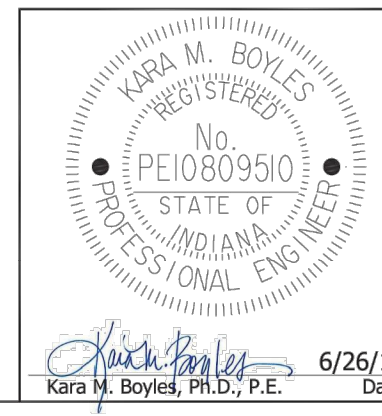


APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
1	Kennedy Addition	10/26/2021		STANDARD	5-8



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'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.



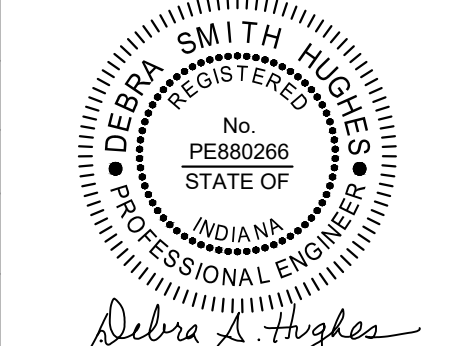
APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS		EFFECTIVE DATE: June 26, 2018		CITY OF SOUTH BEND	STANDARDS FOR DESIGN AND CONSTRUCTION
Item	Revision	Approved Date	Approved Date		
FIRE HYDRANT ASSEMBLY				STANDARD	5-11

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 Plot Scale: 1/8" = 1'-0"
 Plot Size: 11.00 x 17.00



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 CAD FILE: 1021067463-DESIGN.dwg
 SCALE: NONE HORIZONTAL NONE VERTICAL
 DATE OF CERTIFICATION: 08/31/2022
 ENGINEER: Debra S. Hughes, PE
 DRAWN BY: BLS



CITY STANDARD DETAILS			
SANITARY SEWER AND WATER MAIN EXTENSION 2240 PRAIRIE AVENUE (SR 23), SOUTH BEND, PT. NE 1/4, SEC. 22, T37N, R2E, PORTAGE TWP., ST JOSEPH CO., INDIANA			
JOB NO:	1021067463-476-21	SHEET 3 OF 3	DRAWING NO. A-46426

EXHIBIT B

ENGINEER'S ESTIMATE

**2240 Prairie Avenue Public Right of Way Work
Engineer's Estimate**

10/3/2022

NO	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
1	Construction Engineering	1	LUMP	\$ 4,000.00	\$ 4,000.00
2	CPM Schedule	1	LUMP	\$ 1,000.00	\$ 1,000.00
3	Mobilization and Demobilization	1	LUMP	\$ 5,000.00	\$ 5,000.00
4	Sanitary Sewer, 8 inch SDR35 PVC	113	L.F.	\$ 17.34	\$ 1,959.03
5	Sanitary Sewer, Manhole	1	EACH	\$ 2,372.47	\$ 2,372.47
6	Sanitary Sewer, Frame and Cover	1	EACH	\$ 554.06	\$ 554.06
7	INDOT #8 Stone	80	CYS	\$ 53.90	\$ 4,312.27
8	Flowable Fill	1	LUMP	\$ 600.93	\$ 600.93
9	Sanitary Sewer, Core and Boot Existing Manhole	1	EACH	\$ 961.49	\$ 961.49
10	Sanitary Sewer, Video Inspection	1	LUMP	\$ 4,807.44	\$ 4,807.44
11	Water Main, 10 inch Ductile Iron	525	L.F.	\$ 62.50	\$ 32,812.29
12	Water Main, Valve Box	2	EACH	\$ 632.51	\$ 1,265.02
13	Water Main, Gate Valve	2	EACH	\$ 1,932.74	\$ 3,865.48
14	INDOT #8 Stone	12	CYS	\$ 53.71	\$ 644.47
15	Water Main, Fittings	76	LB	\$ 54.36	\$ 4,131.24
16	Water Main, Hydrant	1	EACH	\$ 6,682.54	\$ 6,682.54
17	P.C. Concrete	5	CYS	\$ 372.06	\$ 1,860.32
18	Water Main, Pressure Tap Existing Water Main	1	EACH	\$ 5,580.96	\$ 5,580.96
19	Hot Mix Asphalt, Removal and Replacement	78.89	SYS	\$ 54.38	\$ 4,290.00
<u>TOTAL</u>					\$ 86,700.00

EXHIBIT C

PERFORMANCE BOND

PERFORMANCE BOND

BOND NO. 2339003

KNOW ALL MEN BY THESE PRESENTS:

That we, Indiana Earth, Inc., as Principal(s)
and Swiss Re Corporate Solutions America Insurance Corporation a Missouri corporation
authorized to transact surety business in the State of Indiana, as Surety, are held and firmly
bound unto City of South Bend

as Obligee, in the penal sum of One Hundred Eight Thousand Three Hundred Seventy-five And (\$108,375.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Principal has applied to the Obligee for a license or permit to do business as
2240 Prairie Avenue Public Right of Way Work

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal(s) shall
comply with all applicable Ordinances, Rules and Regulations, and any Amendments thereto, then this
obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond shall continue in force until:

1. 10/5/2023, or until the expiration date of any Continuation Certificate executed by
Surety, at its sole option.

OR


2. Cancelled by Surety giving _____ days written notice to Obligee and Principal of its intention
to terminate its liability hereunder.

SIGNED AND SEALED this 5th day of October, 2022.

Indiana Earth, Inc.

BY: _____
Principal

Swiss Re Corporate Solutions America Insurance
Corporation

BY: 
Thomas O. Chambers
Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH and PAUL JACOBSEN

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of APRIL, 2022

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Signature of Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of October, 2022.



Signature of Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 5th day of October, 2022,

before me, a notary public, within and for said County and State, personally appeared Thomas O. Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Swiss Re Corporate Solutions America Insurance Corporation, a corporation of Missouri, created, organized and existing under and by virtue of the laws of the State of Missouri; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

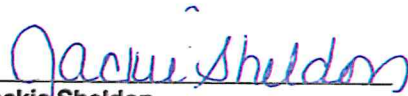

Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**



EXHIBIT D

SYSTEM DEVELOPMENT CHARGE

Estimate for System Development Charges

Estimate Provided On: 8/30/2022

Estimate Provided By: C. Brach

2240 Prairie South Bend, IN

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

	Values	Unit Type
Retail # of Unit Types	8982	sf
Estimated Flow (gpd) for Retail	0.1	per sf
Estimated Total Flow for Retail	898.2	gpd
Retail # of Unit Types	20	employees
Estimated Flow (gpd) for Retail	20	per employee
Estimated Total Flow for Retail	400	gpd
Estimated Total Flow for 2240 Prairie	1298	gpd
ERU calculation	4.188	ERU
ERU rounddown	4	ERU
Sewer SDC Calculation (\$1145 per ERU)	\$	4,580.00
Water SDC Calculation (\$475 per ERU)	\$	1,900.00
Estimated Amount Due for 2240 Prairie	\$	6,480.00
Estimated 10% Discounted Total (Payment in full)	\$	5,832.00

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:

EXHIBIT E

CERTIFICATE OF INSURANCE



BURNDIS-01

DHERRIOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2021

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 SourceOne Group LLC 6628 Constitution Drive Fort Wayne, IN 46804	CONTACT NAME: Diana Herriott	
	PHONE (A/C, No, Ext): (260) 436-3544 6152 FAX (A/C, No): (260) 432-8086 E-MAIL ADDRESS: diana.herriott@sourceoneinsurance.com	
INSURED Burns Distributing Co., Inc. 140 Green Dr. Avilla, IN 46710	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Frankenmuth Mutual Insurance Company	13986
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6665415	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6665414	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6665415	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			6665413	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equip			6665415	10/1/2021	10/1/2022	Limit \$ 115,000

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

CERTIFICATE HOLDER St. Joseph County/South Bend Building Dept 125 S Lafayette Blvd, Ste 100 South Bend, IN 46601	CANCELLATION 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 <i>Diana Herriott</i>
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