



Office of the City Engineer

20 North 6th Street, Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

July 21, 2020

TO: Board of Public Works and Safety
FROM: David M. Griffee, PE, Public Works Assistant Director
SUBJECT: Avalon Bluff, Section 3, Phase 1

Board Members,

Construction of the public improvements has been completed for Avalon Bluff, Section 3, Phase 1. This project is located east of CR S 250 E (Concord Road) and north of CR E 500 S and consists of 88 residential lots; additional phase(s) of this subdivision remain for development. This subdivision is in Wea Township beyond the incorporated City of Lafayette boundary.

All required testing and inspections have been successfully completed. As-built drawings prepared by The Schneider Corporation have been reviewed and approved. The required 3 year Maintenance Bond has also been submitted.

Contractor

Atlas Excavating, Inc.

3-year Maintenance Bond provided by Atlas Excavating, Inc.

\$115,003.70

Infrastructure to be Accepted for Public Maintenance

Water Mains

Sanitary Sewer Mains

Note: please refer to attached summary of infrastructure to be accepted.

This project has been constructed to meet City of Lafayette standards and criteria. It is my recommendation that the Board accept these facilities for public maintenance.

Respectfully submitted,

David M. Griffee, PE
Public Works Assistant Director



February 28, 2020

Assistant Director of Public Works
City of Lafayette, Engineering Dept.
20 North 6th Street, Lafayette, IN 47901

Attention: Dave Griffee

Reference: Avalon Bluff Section 3
Atlas Job No: L19-03

Subject: Request for acceptance

Mr. Griffee:

The purpose of this letter is to provide notification that Atlas Excavating has completed work at Avalon Bluff Section 3. Atlas is requesting that acceptance be approved and the Maintenance Bond amount be accepted for 10% of the total construction costs listed below.

Sanitary Sewer	\$ 799,970
Water Main	<u>\$ 350,067</u>
TOTAL	\$ 1,150,037

Sincerely,

Bret Dierdorf
Project Manager
Atlas Excavating, Inc.

Distribution: Lafayette Board of Public Works and Safety
Utility Billing – Amy Douglas
Sewers – Pete Corbin
Waterworks – Ron Hurst
Street Dept. – Dan Crowell
Traffic – Nick Standerfer
File

City of Lafayette – Engineering Department

Summary of Public Facilities Presented to the Lafayette Board of Public Works and Safety for Acceptance

On: July 21, 2020

Project: Avalon Bluff, Section 3, Phase 1
88 residential lots located in Wea Township

Water Mains and Fittings

Public: 4,224' of 8" CL 350 Ductile Iron Pipe
13 - 8" Gate Valves

Private: None

Hydrants w/6" valve:	Flush:	0
	Private:	0
	City:	7
	Temporary:	0
<hr/>		
	Total	7

Sanitary Sewers and Structures

3,490' OF 8" PVC SDR 35
1,599' OF 8" PVC SDR 26
23 - 4' Ø Sanitary Manholes

Storm Sewers and Structures

Tippecanoe County Jurisdiction

Streets

Tippecanoe County Jurisdiction

**MAINTENANCE BOND FOR
SANITARY SEWER COLLECTION SYSTEM AND WATER MAIN**

KNOW ALL MEN THESE PRESENTS, the we, Atlas Excavating, Inc., as principal (hereinafter referred to as Principal), and The Hanover Insurance Company as Surety, are held and firmly bound unto the Board of Public Works & Safety of the City of Lafayette in thy State of Indiana, jointly and severally, in the sum of One Hundred Fifteen Thousand Three and 70/100—Dollars (\$115,003.70), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Public Works & Safety of the City of Lafayette in the State of Indiana to accept for maintenance the sanitary sewer collection system and water mains in the Avalon Bluff, Section Three, Phase 1 in Tippecanoe County, State of Indiana.

Now, THEREFORE, the condition of this obligation is such that if the Board of Works & Safety of the City of Lafayette in the State of Indiana accept such sanitary sewer and water mains, as requested by the Principal, the Principal shall faithfully perform the work to be done in constructing such sanitary sewer and water main above referred to and shall fully indemnify and save harmless the Board of Public Works & Safety of the City of Lafayette in the State of Indiana from all costs and damages which the Town may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of Public Works & Safety of the City of Lafayette in the State of Indiana may incur in making good any such default and will pay all persons who have contracts directly with the Principal for labor and materials, and the Principal warrants that such construction shall be done according to standards of good workmanship, and that all the materials used in the construction shall be of good quality, and that said sanitary sewers and water mains shall be constructed in accordance with the standards, specifications and requirements of the Board of Public Works & Safety of the City of Lafayette and construction guidelines, details, and all ordinances applicable to said plat, and if Principal, at its own expense for a period of three (3) years after said sanitary sewer and water main are accepted for public maintenance by the Board of Public Works & Safety of the City of Lafayette in the State of Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials with such maintenance, however, not to include any damage to said sanitary sewers and water main resulting from forces or circumstances beyond the control of said Principal, or occasioned by inadequacy of standards, specifications and requirements of said Shadeland construction guidelines, details, and all applicable ordinances; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

In witness whereof we have hereunto set our hand and seals this 21st day of July, 2020.

PRINCIPAL:

Atlas Excavating, Inc.

(Name of Principal Above)

BY:


(Sign Here)

Steve Rich, operations manager
(Name and capacity of position with Principal Above)

SURETY:

The Hanover Insurance Company

(Name of Surety Above)

BY:


(Sign Here)

Thomas O. Chambers, Attorney-in-Fact
(Name and capacity of position with Surety above)

The above, sanitary sewer & water mains, Maintenance Bond approved and accepted on behalf of the Board of Public Works & Safety of the City of Lafayette in the State of Indiana on the __ day of _____, 20__.

President

Member

Member

Member

Member

ATTEST:

Board of Public Works & Safety of the
City of Lafayette

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaab, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of Shorewest Surety Services, Inc. of Racine, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

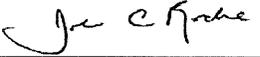
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 15th day of March, 2017.

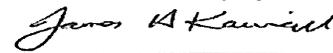
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



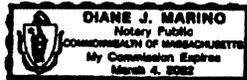
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 15th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

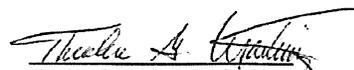



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 21st day of July 2020

CERTIFIED COPY


Theodore G. Martinez, Vice President

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS 21st day of July, 2020,

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 _____
The Hanover Insurance Company, a corporation
of New Hampshire, created, organized and existing under and
by virtue of the laws of the State of New Hampshire; 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.



Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2022**

