

1 **BILL NO. S-21-02-21**

2 SPECIAL ORDINANCE NO. S-23-21

3 AN ORDINANCE approving CITY UTILITIES ON-CALL  
4 LEAD REPLACEMENT CONSTRUCTION SERVICES  
5 – NOT TO EXCEED \$1,000,000.00 between AAA  
6 SEWER SERVICE INC. and the City of Fort Wayne,  
7 Indiana, in connection with the Board of Public Works.

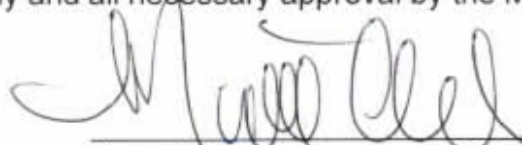
8 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
9 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

10 **SECTION 1.** That the CITY UTILITIES ON-CALL LEAD  
11 REPLACEMENT CONSTRUCTION SERVICES – NOT TO EXCEED  
12 \$1,000,000.00 by and between AAA Sewer Service Inc. and the City of Fort  
13 Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified,  
14 and affirmed and approved in all respects, respectfully for:


15 All labor, insurance, material, equipment, tools, power,  
16 transportation, miscellaneous equipment, etc., necessary for ON  
17 DEMAND LEAD SERVICE LINE REPLACEMENT WORK;

18 involving a total cost not to exceed ONE MILLION DOLLARS AND 00/100  
19 (\$1,000,000.00). A copy of said Contract is on file with the Office of the City Clerk  
20 and made available for public inspection, according to law.

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

23   
24 Council Member

25 APPROVED AS TO FORM AND LEGALITY

26  
27   
28 Carol Helton, City Attorney

30

CU 1-12-2021

The contractor hereby agrees that when notified by the Utility, the contractor shall provide the equipment, manpower, and materials as necessary at the price indicated on exhibit A following the wage rates listed in exhibit B, attached hereto and made a part hereof within 25 days of the request from the Utility.

AAA Sewer Service Inc.

Contractor's Company Name

11118 Cedar Trail Fort Wayne IN 46845

Contractor's Address

Joseph P Van Ouyen Owner

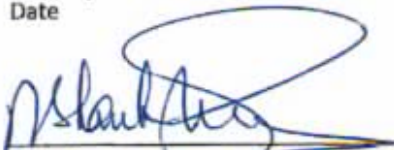
Contractor Name's/Title (please print)



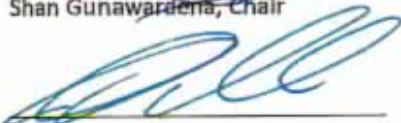
Contractor's Signature

11/5/2020

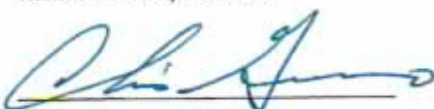
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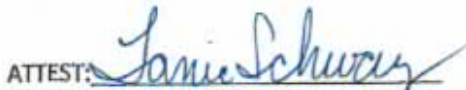
Shan Gunawardena, Chair



Kumar Menon, Member



Chris Guerrero, Member

ATTEST: 

Michelle Fulk-Vondran, Clerk

Tania Schwarz, Acting Clerk

Date: 1-12-2021

**CITY UTILITIES ON-CALL LEAD REPLACEMENT CONSTRUCTION SERVICES**  
**REQUIREMENTS TO PROVIDE WATER SERVICE LINES REPLACEMENTS**

**Scope of Work:**

Fort Wayne Utilities is requesting quotes for contracting lead service line replacement. It is the intent of the Utility, for purposes of lead replacement, to have a list of available contractor(s) names, numbers, and equipment accessible to the Utility. The total usage of on demand services through this contract shall not exceed \$1,000,000 per Contractor. These on-demand services are separated into pay items which are listed in detail below:

- A. Curb and Gutter
  - 1. Work Item Number and Title  
**Curb and Gutter**
  - 2. Curb and gutter to be measured for payment shall be the actual number successfully restored. This shall be measured for payment no more than once per water service line replacement.
  - 3. Payment for curb and gutter shall be based on the contract unit price.
  
- B. Sidewalk Panel
  - 1. Work Item Number and Title  
**Sidewalk Panels**
  - 2. Sidewalk Panels to be measured for payment shall be the actual number successfully restored within the right of way.
  - 3. Payment for sidewalk panels shall be based on the contract unit price.
  
- C. ADA Curb Ramps
  - 1. Work Item Number and Title  
**ADA Curb Ramps, All Types**
  - 2. ADA Curb Ramps to be measured for payment shall be the actual number successfully restored to their previous condition within the right of way.
  - 3. Payment for ADA Curb Ramps shall be based on the contract unit price for all types.
  
- D. Concrete Drive Panel Replacement
  - 1. Work Item Title and Number  
**Concrete Driveway Panel Replacement**  
**Concrete Roadway Panel Replacement**
  - 2. Concrete drive panel replacements to be measured for payment shall be the actual number of times encountered and restored successfully within the right of way.
  - 3. Payment for driveways and roadways shall be based on the contract unit price.
  
- E. Asphalt Patches
  - 1. Work Item Title and Number  
**Asphalt Patches**
  - 2. Asphalt Patches to be measured for payment shall be the actual number of times encountered and restored successfully within the right of way. This shall be measured for payment no more than once per water service line replacement.

3. Payment for Asphalt Patches shall be based on the contract unit price.

F. Excavation and Restoration of Holes for Replacement

1. Work Item Number and Title

**Excavation and Restoration of Additional Holes for Replacement**

2. Contractor shall get approval from Engineer before digging additional holes for replacement. Approval for this pay item is solely determined by the Engineer. Excavation and Restoration of Additional Holes for Replacement to be measured for payment shall be the actual number of times approved in advance by Engineer, dug, and restored successfully.
3. Payment for Excavation and Restoration of Additional Holes for Replacement shall be based on the contract unit price.
4. This pay item is intended for unusual circumstances, such as the curb stop hole needing to be dug for a private only replacement. It is not intended, nor will it be approved, for all holes on the project.
5. This pay item does not include hardscape restoration. Any hardscape restoration needed will be paid for through the appropriate pay items.

G. Water Service Replacement Short Side

1. Work Item Title

**Individual Water Service Replacement Short Side**

**Based on Eight or Less Total Within Half Mile**

**Individual Water Service Replacement Short Side**

**Based on Nine or More Within Half Mile**

2. Replacement water services to be measured for payment shall be the actual number successfully installed.
3. Payment for replacement water services shall be based on the contract unit price.
4. This item shall include all costs to furnish all labor, materials, tools, and equipment to provide replacement of "Short" or near side water services from the proposed water main to the proposed curb box. The Work includes earth excavation and disposing of any removed existing materials, bracing or shoring, dewatering, disposal of surfaces and spoil where required, furnishing and placement of 1" HDPE tubing, tracing wire, tracing wire waterproof direct bury connector, corporation stop, curb box, curb stop and Vadle, adjustment of the curb box, tie-over and reconnection of existing services, installing City supplied corporation stop cover sleeve, removal and disposal of existing curb stop and box, bedding and backfill placement and compaction, granular backfill and/or special backfill, protection of existing utilities, protection of existing trees, shrubbery, light poles, fences and mailboxes, site restoration, including but not limited to, mulched seeding, and incidentals for performing all Work as specified.
5. Short side replacements will be conducted on existing cast iron or existing ductile iron water mains.

H. Water Service Replacement Long Side

1. Work Item Title

**Individual Water Service Replacement Long Side**

**Based on Eight or Less Within Half Mile**

**Individual Water Service Replacement Long Side**

**Based on Nine or More Within Half Mile**

2. Replacement water services to be measured for payment shall be the actual number successfully installed.
3. Payment for replacement water services shall be based on the contract unit price.
4. This item shall include all costs to furnish all labor, materials, tools, and equipment to provide replacement of "long" or water services that cross the street from the proposed water main to the proposed curb box. The Work includes earth excavation and disposing of removed existing materials, bracing or shoring, dewatering, disposal of surfaces and spoil where required, furnishing and placement of 1" HDPE tubing (installed by trenchless method), tracing wire, tracing wire waterproof direct bury connector, corporation stop, curb box, curb stop and Vadle, adjustment of the curb box, tie-over and reconnection of existing services, removal and disposal of existing curb stop and box, installing City supplied corporation stop cover sleeve, bedding and backfill placement and compaction, granular backfill and/or special backfill, protection of existing utilities, protection of existing trees, shrubbery, light poles, fences and mailboxes, site restoration including but not limited to, mulched seeding, and incidentals for performing all Work as specified.
5. Long side replacements will be conducted on existing cast iron or existing ductile iron water mains.

I. Private Lead Water Service Replacement

1. Work Item Title
  - Individual Private Lead Water Service Replacement  
Based on Eight or Less Within Half Mile**
  - Individual Private Lead Water Service Replacement  
Based on Nine or More Within Half Mile**
2. The number of private lead water service line replacements to be measured for payment shall be the actual number successfully installed.
3. The payment for this item shall be based on the contract unit price.
4. This item shall include all costs to furnish all labor, materials, tools, and equipment to provide replacement of lead water service lines from the curb box to the existing meter. The Work includes scheduling and coordinating with property owners, earth excavation and disposing of existing materials, bracing or shoring, dewatering, disposal of surfaces and spoil where required, furnishing and placement of HDPE tubing (installed by trenchless method unless otherwise approved by property owner and engineer), tracing wire, tracing wire waterproof direct bury connector, bedding and backfill placement and compaction, granular backfill and/or special backfill, meter support, tie-over and reconnection to existing water meter, new shutoff valve at the meter, protection of existing utilities, protection of existing trees, shrubbery, light poles, fences and mailboxes, site restoration including but not limited to, pavement replacement as required, sidewalk and driveway restoration, mulched seeding, restoration at penetration into the property, flushing for ten minutes using outside spigot or utility sink, and incidentals for performing all Work as specified.
5. The Work does not include the cost of excavation and backfilling described in items Water Service Replacement Short Side, Water Service Replacement Long Side, or Excavation and Restoration of Curb Stop Holes. Any additional excavation required for Private Lead Water Service Replacement shall be included as part of this pay item (Private Lead Water Service Replacement).

6. Contractor shall make at least three attempts to contact the property owner on separate times and days to schedule this Work. If Contractor is unable to reach a property owner after three attempts, Contractor shall inform Engineer. Engineer shall make attempts to contact property owner. If Engineer is able to make contact, Engineer shall have the property owner contact the Contractor directly. If Engineer is unable to reach property owner, the Contractor shall not perform a replacement.

**Term of agreement:**

From the time the contract is accepted through December 31, 2021 on an "as needed" basis. This quote does not guarantee Work to any contractor within the above time frame. The Utility reserves the right to award Work to multiple contractors based upon the availability of the contractor(s), projected costs of the project and the amount and type of Work that needs to be performed.

**Contractor Responsibilities:**

The contractor shall furnish experienced and competent Journeyman, Apprentices, laborers, and supervisors having sufficient knowledge of Fort Wayne Utility Standards and Specifications and relevant experience to local, county and State building codes. All Work shall be performed under the guidance of the contractor's properly licensed personnel.

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of Work under the contract.

Contractor is responsible for obtaining any necessary permits needed to complete the Work.

Contractor shall restore the site to existing or better condition as outlined in the pay items in this contract. No additional payment will be made to the contractor for restoration thus the price of this must be included in the appropriate unit prices provided to the City.

Property owners sign an agreement with the City for the Work. Please see example property owner contract provided as Exhibit C to review property owner and contractor responsibilities per the contract they sign.

Contractor shall warrant and guarantee the maintenance of Work performed under the Contract for a period of one (1) year from the date of completion at each installation.

**Replacement Materials:**

This contract is only for residential water service lines of 1" nominal diameter or smaller. Water service lines shall be replaced with 1" CTS (copper tubing size) DR 9 HDPE, meeting the requirements of ASTM D2737, ASTM D3350, NSF-14, NSF-61, and AWWA C901. Service lines shall also have PE4710 resin with

min. cell classification of 445574C-CC3, have a 250 psi min working pressure, and be colored solid blue or black with a blue stripe.

Tracer wire shall be required on all water services. All wire utilized for tracing wire shall be designed for and approved by the manufacturer for use in buried low voltage applications and approved by the Engineer. See below for more information:

Horizontal Directional Drilling Installation Wire: Provide - No.12 or stronger Extra High Strength Copper Clad Steel Reinforced with HDPE Insulation tracing wire rated for a minimum tensile strength of 1,100 lbs. The following materials are acceptable:

1. Soloshot EHS 1245 - Copperhead Industries, LLC
2. BoreTough Extra High Strength, Agave Wire, LTD
3. Or approved equal

Open Cut Installation Wire: Provide - No.12 or stronger High Strength Copper Clad Steel Reinforced with HDPE Insulation tracing wire rated for a minimum tensile strength of 300 lbs. The following materials are acceptable:

1. Superflex 1230 - Copperhead Industries, LLC
2. Or approved equal

Splice tracing wire together with the following material:

1. DRYCONN Direct Bury Lug Aqua
2. Agave Direct Bury lug DWTWC-003
3. Or approved equal

All connections and joints shall utilize NL brass mechanical compression fittings that are designed and specified for using with HDPE tubing. The following are acceptable compression connectors:

1. Mueller 110 Compression Connection.
2. Ford Quick Joint.
3. Or approved equal.

Pipe stiffeners inserts for water service lines shall be 304 stainless steel. Segmented and non-segmented are acceptable. Provide flared end stiffeners that extend into compression fitting and are intended for use with compression style connections. Stiffeners must match the inner diameter of the service line pipe. The following are acceptable manufacturers:

1. Mueller
2. Ford
3. McDonald

Curb stops shall be ball type valves of extra heavy, all brass construction. The curb stops shall have a heavy or thick tee-head operator and a 90 degree rotation of the ball. Each stop shall be equipped with

a curb box. Ball valves shall have Teflon coated balls and hard or synthetic rubber seat-rings. The following curb stops are acceptable for use in connection with water service line installations, listed by manufacturer and model number:

1. Mueller, B-25204N or B-2520938N
2. Ford, B44-NL
3. McDonald, 76100WQ or 76100-22

A curb box lock shall be used on all services. The following manufacturers and products are approved:

1. JRC Supplies Inc., Vadle
2. Or approved equal

Curb boxes shall be cast iron 2 piece, Buffalo, screw type boxes. The box shall be 3 inches in diameter with a round base. The word "water" shall be cast on the lid. The lid shall be held in place with a standard brass pentagon head screw.

Corporation stops shall be ball type valves of extra heavy, all brass construction. The corporation stops shall have a flat, thick, operating head with a 360 degree rotation. The corporation stop inlet threads shall be machined with standard AWWA tapered threads. The following corporation stops are acceptable for use in connection with water mains, listed by manufacturer and model number:

1. Mueller, B-25000N or B-25008N
2. Ford, FB-1000NL
3. McDonald, 74701BQ or 74701B-22

Tapping saddles shall be used for all service taps. For non-HDPE pipe, tapping saddles and hardware shall be ductile iron with epoxy coating, stainless steel or bronze material with AWWA tapered threads. The tapping saddle design shall be hinged or bolted, both with a minimum strap width of 2 inches. 3 piece tapping saddle design is not allowed.

All flexible pipes shall be bedded in (crushed stone) bedding. INDOT Classifications No. 5, No. 8, and No. 9 are acceptable. The crushed stone shall be placed from a minimum depth beneath the pipe of the outer pipe diameter divided by eight (4 inch minimum) to the pipe's springline. Compacted granular bedding material is then placed on top of the crushed stone, level across the trench, to a point a minimum of 12 inches above the crown of the pipe. The compacted granular bedding material shall consist of angular, graded stone. Required backfill is then placed on top of the compacted angular bedding. Contractor is eligible to pickup City Furnished #53 stone for use with the pay items listed in this contract at no additional cost to Contractor but are not required to use City Furnished stone.

Asphalt aggregates shall be in accordance with INDOT Standard Specifications latest edition, Section 904. Asphalt patches shall be hot mix asphalt matching the existing road thicknesses. Cold mix asphalt shall only be allowed for temporary repair.

Concrete pavement shall have the following mix design and shall conform to INDOT Standard Specifications latest edition, Sections 502.04 and 502.05:

Portland Cement Concrete

Portland cement content.....	564 lbs/yc <sub>3</sub>
Maximum water/cementitious ratio .....	0.487
Maximum cement reduction for GGBFS replacement .....	30%
70 Fly Ash/portland cement substitution ratio .....	1.25 by weight
Maximum cement reduction for fly ash replacement.....	20%
GGBFS/portland cement substitution ratio.....	1.00 by weight
Slump, formed .....	2 in. to 4 in.
Slump, slipformed.....	1.25 in. to 3 in.
Air.....	5.0% to 8.0%
Minimum flexural strength, third point loading, with fly ash.....	550 psi at 28 days
Relative yield .....	0.98 to 1.02

High Early Strength Concrete

Minimum Portland cement content (type I or III) .....	564 lbs/yc <sub>3</sub>
Maximum fly ash addition .....	10% of cement content
Maximum water/cementitious ratio (type I) .....	0.42
Maximum water/cementitious ratio (type III) .....	0.45
Maximum GGBFS addition.....	15% of cement content
Slump, formed .....	2 in. to 4 in.
110 Slump, slipformed.....	1.25 in. to 3 in.
Air content .....	5.0% to 8.0%
Minimum flexural strength, third point Loading.. .....	550 psi at 2 days
Relative yield .....	0.98 to 1.02

Concrete pavement shall have a thickness of:

1. Minimum thickness for local streets shall be 7 inches.
2. Minimum thickness for a collector street shall be 9 inches.
3. Minimum thickness for an arterial or industrial street shall be 12 inches.
4. Subbase, if part of the typical roadway section, shall be 4 inches to of coarse aggregate No. 53.

Concrete sidewalk shall have the following proportioning and design requirements and shall be in accordance with INDOT Standard Specifications:

1. Minimum compressive strength at 28 days: 4,000 psi.
2. Maximum water-cement ratio by weight: 0.45.
3. Minimum cement content: 564 pounds per cubic yard.
4. Concrete depths shall conform with the following:
  - a. Typical sidewalks – 4"
  - b. Sidewalks through driveways – 6"
  - c. Residential driveway approaches – 6" on top of 4" compacted #53
  - d. Commercial driveway approaches – 8" on top of 4" compacted #53

Gravel drive restoration shall consist of 2" of INDOT #73 on 6" of INDOT #53 compacted stone.

See appendix for water service line replacement standard details.

### Installation Procedures:

#### Bolted saddle installation procedures:

1. Tapping saddles must be used for the installation of a corporation stop in a tapped pipe. The tap saddle is made to a specific inner diameter to match the outer diameter of the pipe. It fully supports the pipe and is sized so that the parts when bolted together cannot be over tightened on the pipe.
2. Prepare and clean all pipe surfaces that are in contact with the tapping saddle. This includes all surfaces that are in contact when the tapping saddle before, during and after the installation and tapping.
3. Position the saddle at the tapping location, do not rotate or move the saddle once bolted.
4. Install the saddle back and tighten nuts evenly and torque per the manufacturer's recommendations. Do not overtighten.
5. Visually inspect tapping saddle connection for any defects. Repair any defects prior to proceeding with water service installation.
6. Install corporation stop on the tapping saddle, use appropriate saddle thread sealing aids.
7. Bolted saddles shall not be used on HDPE pipe.

#### Valve boxes and curb boxes installation procedures:

1. Install valve box aligner, on to the valve stem.
2. Center and plumb valve and curb box over valve; set box cover flush with finished grade.
3. Construct valve box concrete collar; provide expansion joint material around portion of box in concrete pavement or sidewalks.
4. Place the curb stop valve box alignment device on a properly prepared level sub base under the curb stop.
5. Install the anti-twist ring over the key of the curb stop, the ring will lock onto the curb stop.
6. Place the curb box over the curb stop valve box alignment device
7. Backfill on all side in equal lifts, avoid and displacement of the curb stop and valve box during backfilling.
8. Install the valve box aligner to keep the valve box in place and secure during backfilling.

#### One-inch service connection installation procedure:

1. Install pipe under street and highway pavements by pushing or boring.
2. Ensure service connection has a minimum cover of 5 foot.
3. Install pipe backfill that is free from large rocks, sharp objects or debris.
4. Install services perpendicular to the right-of-way line.
5. Services shall be continuous pipe from the corporation to the curb stop, and from the curb stop to the meter. Butt fused or socket fused joints joining segments of service line pipe are considered continuous pipe.
6. Do not use pipe lubricants or compounds at joints or fittings.
7. If service line is cut or gouged greater than 5% of wall thickness, replace the entire service line.

8. Do not stretch service line tight during installation. Provide a minimum 12-inches of slack in the line per 100-feet to allow for expansion and contraction.
9. Bend pipe in accordance with manufacturer's recommendations. Do not kink pipe during bending. No bend shall be made within 10 diameters of a fitting.
10. Install tracing wire for service connections.
11. For existing service connections to be abandoned on existing water mains to remain in service, dig up (expose) and turn off the existing corporation stop at the connection to the existing main. If provided, install a City furnished corporation stop cover sleeve as requested by the City. These are manufactured using a band-clamp and a pressure vessel.

Tracing wire installation procedure:

1. Tracing wire is required on all water mains and services.
2. Tracing wire shall be laid directly over the water main and attached to the pipe at regular intervals not to exceed 10 feet.
3. Attach the tracer wire to the pipe using plastic "zip" strapping or metal wire.
4. Use DryConn Direct Bury Lug (or approved equal) and strip the wire to 5/8" for splicing wires together. Place one stripped conductor into the lug. Tighten the set screw till it comes in contact with the solid conductor. Note the location of screwdriver and continue tightening the set screw ¼ turn. Repeat the steps for the adjacent side. Remove sealant cover and discard. Close housing, aligning conductors until housing lid is fully latched.
5. For services, install tracing wire in the curb stop valve and 6-inches of wire folded down into the top of the curb box.
6. Ensure connectivity is maintained between the mainline tracer wire and the service connection tracer wire.
7. Successful completion of conductivity test to be completed by the Contractor and in the presence of the City Utilities.

Connection and insertions into existing mains procedure:

1. Existing mains into which valves are to be inserted cannot be shut down or taken out of service. The entire operation of installing the valves shall be accomplished below 100 psig at the point of installation.
2. Connect new mains to existing mains using proper fittings and in a manner acceptable to Owner and Engineer.
3. No cut-ins or connections to existing mains shall be made unless at least 48 hours notice is given to Owner and Engineer.
4. Plan all connecting Work to reduce number of shutoffs.
5. Two days prior to shutting valves on existing lines, notify all affected property owners, local official in charge of the water Works system, and Engineer of such shutoff.
6. Keep shutoff time to a minimum. Perform at off-peak hours for commercial, residential, and industrial customers as requested.

7. A representative of Owner shall operate existing valves. Contractor shall not operate existing valves.
8. Owner and Engineer assume no responsibility for any delay occasioned by special requirements or conditions which must be met in making connections.
9. Take extreme care in making connections to prevent contamination of existing mains. Use 50ppm chlorine solution to wash tapping machine, valves, fittings, pipe, and tools as needed to prevent contamination. When used, wash off or flush chlorine solution with clean water to prevent accidental consumption of chlorinated water.

Excavation general requirements:

1. Perform all excavations required to complete the Work as specified and required. Excavations shall include earth, sand, clay, gravel, hardpan, boulders not requiring drilling and blasting for removal, decomposed material, pavements, rubbish, abandoned utilities and all other materials within the excavation limits.
2. Provide excavation protection system(s) required by ordinances, codes, Laws, and Regulations to prevent injury to workers and to prevent damage to new and existing structures or utilities.
3. Where the structure or utility is to be placed below the ground water table, use well points, cofferdams or other acceptable methods to permit construction of said structure or pipeline under dry conditions. Dry conditions shall be maintained until the pipelines are properly jointed, tested and acceptably backfilled. Water level shall be maintained below subgrade until backfilling and compaction is completed.
4. Pumping of water from excavations shall be completed in such a manner to prevent the carrying away of unconsolidated concrete materials, and to prevent damage to the existing subgrade.
5. Subgrades for roadways, structures and trench bottoms shall be firm, dense, and thoroughly compacted and consolidated; shall be free from mud, muck, and other soft or unsuitable materials; and shall remain firm and intact under all construction operations. Subgrades which are otherwise solid, but which become soft or mucky on top due to construction operations, shall be reinforced with crushed stone or gravel. The finished elevation of stabilized subgrades shall not be higher than subgrade elevations shown.
6. Claims and damages resulting from unauthorized excavation will be the sole responsibility of the Contractor.
7. Safe and satisfactory sheeting, shoring and bracing shall be the entire responsibility of Contractor.
8. Excavation of earth material below the bottom of a shield shall not exceed the limits established by ordinances, codes, Laws, and Regulations.
9. When using a shield for the installation of structures, the bottom of the shield shall not extend below the top of the bedding for the structures.
10. When a trench shield is removed or moved ahead, care shall be taken to prevent the movement of pipe or structures and the disturbance of the placed bedding and backfill for pipe or structures. Pipe, structures, bedding and backfill that are disturbed shall be removed and reinstalled as specified.

Asphalt patching requirements:

1. Only place HMA when surface temperatures allow for successful installation. Consult with City Utilities Engineering prior to installation.
2. Pavement Removal
  - a. Saw cut perimeter of pavement to be removed.
  - b. Excavate existing pavement section to sound base.
  - c. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise approved by engineer.
  - d. Cut excavation faces vertically.
  - e. Remove excavated material.
  - f. Recompact existing unbound-aggregate base course to form new subgrade.
3. Tack Coat
  - a. Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.000251 Ton/Syd (0.06 Gal/Syd) per INDOT Design Manual latest edition, Chapter 17 – Quantity Estimating.
  - b. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - c. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
4. Fill excavated pavement with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.

Concrete Requirements:

1. No concrete shall be placed during the period November 15 to April 15 without prior authorization.
2. PCCP operations shall not begin until the ambient temperature is 35 degrees Fahrenheit and rising. PCCP operations shall be discontinued when the ambient temperature is descending and is 40 degrees Fahrenheit or below. PCCP may occur outside these temperatures when authorized in writing. Regardless of placement temperature, sufficient means shall be taken to prevent the PCCP from freezing prior to attaining opening to traffic strengths in accordance with INDOT Standard Specifications latest edition, Section 502.18. Any PCCP damaged by freezing shall be removed and replaced.
3. No concrete shall be deposited on a frozen subgrade or subbase.
4. Pavement shall be closed to traffic for 14 days after it is placed. Unless test beams are taken and tested to indicate a modulus of rupture of at least 550 psi. The beams shall be tested as simple beams with third point loading in accordance with ASTM C78 except:
  - a. The beam size shall be measured to the nearest 1/16 inch instead of 1/10 inch.
  - b. The test results shall be discarded when the break occurs outside the middle 1/3 of the beam.
5. Concrete shall be cured by protecting it against loss of moisture, rapid temperature change or mechanical injury for at least 96 hours after placement.

6. Concrete shall be proportioned, mixed and placed in accordance with the requirements for the class of concrete specified. After the concrete for the curb is placed, it shall be tamped and spaded or vibrated until mortar entirely covers the surface. The top shall be floated smooth and the outer upper corner rounded to a 1/4 inch radius.
7. The face and the top of the curb shall be checked with a 10 foot straight-edge. Portions showing irregularities of 1/4 inch or more shall be removed and replaced at the expense of the Contractor.
8. Compaction of concrete placed in the forms shall be by vibration or other acceptable methods. Forms shall be left in place for 24 hours or until the concrete has set sufficiently so that they can be removed without injury to the curbing. Upon removal of the forms, the exposed curbing face shall be rubbed immediately to a uniform surface. Rubbing shall be accomplished by the use of water and a carborundum brick. For the purpose of matching adjacent concrete finishes or for other reasons, the Engineer may permit other methods of finishing. Plastering will not be permitted.
9. The length between transverse contraction joints (Type D-1 contraction joint) shall not exceed 20 feet and in no case shall a transverse construction joint be placed less than 10 feet apart.
10. Longitudinal and transverse sawed joints shall be cut to 25 percent of the full depth of pavement and filled with joint sealer.
11. A 1 day preformed expansion joint shall be placed at the end of each day's Work and a 1/2 inch preformed expansion joint shall be made around all box outs for manholes and/or inlets and other structures.
12. Concrete shall be cured by protecting it against loss of moisture, rapid temperature change or mechanical injury for at least 96 hours after placement.
13. Approved materials for use in curing include burlap cloth, waterproof paper blankets, white burlap polyethylene sheets and liquid membrane forming compounds.

See appendix for water service line replacement and restoration standard details.

#### **Statements of Conditions**

Equipment and operation shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any Work contrary to law. All equipment shall be in good mechanical condition when reporting for Work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs.

The Contractor will be notified of private replacements once it is determined that the existing material is lead or galvanized steel and the property owner has signed and returned a replacement contract with the City. The contract grants the City and its entities access to the site and provides contact information. See Exhibit C for a blank example of this contract.

Contractor shall have 25 days to perform the replacement after being notified unless otherwise approved by Austyn Smedberg with City Utilities Engineering (CUE). Failure to replace water service line within the allotted time frame may result in liquidated damages of up to \$100 per calendar day. Delays,

disruptions, or interference should be provided to CUE for review. CUE shall decide if additional time for completing replacements will be allotted based on said provided information.

The City of Fort Wayne reserves the right to hire inspection for the Work

Payment for Work is described in the pay items listed in this contract and shall be paid based solely on the submitted pricing. City Utilities does not guarantee payment within a certain timeframe but will make efforts to pay as quickly as possible.

Pavement, gutters, curbs, sidewalks, driveways or roadways disturbed or damaged by Contractor operations, except in areas designed as proposed Work, shall be restored by Contractor at his own expense to a condition equal to or greater than they were previous to the commencement of the Work and in accordance with applicable local and state highway Specifications or requirements.

#### **Contract Compliance**

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department regarding 7% MBE Goals, 5% WBE Goals, submit a good faith efforts worksheet, and other documentation if requested. Refer to Exhibit A for more information.

Contractor shall comply with American Iron and Steel requirements.

Contractor shall use the Davis-Bacon Wage Rates and must always keep a copy of the wage rates on the construction site only for State Revolving Fund projects. Refer to Exhibit B for further information.

#### **Award**

City Utilities may award this contract to one or more contractors. At least one contractor demonstrating trenchless technology shall be awarded. The following is the basis of award:

Cost (90%) – City Utilities is looking for lower costs and may award based on any combination of the unit prices provided.

Technology (5%) – City Utilities is looking for reliable trenchless methods of replacement. The proposal may be rejected if selected method is deemed unreliable or contractor fails to demonstrate trenchless methods.

Experience (5%) – City Utilities is looking for relevant experience with, or similar to, water service line replacement work.

City Utilities may terminate this agreement, in part or in whole, if any Work performed is not in accordance with the standards established by the Utility or with written consent from Contractor.

Contractor may terminate this agreement, in part or in whole, with City Utilities' written consent.

**Required Documents**

**From Awarded Contractor:**

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	\$100,000

- b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.	
Each Subcontractor employed by the Contractor or by any other Subcontractor shall have equivalent General Liability coverage limits as provided above	

- c. *Automobile Liability*

Combined Single Limit	\$300,000
Non-owned and Hired Automobile Liability	\$300,000
Aggregate	\$1,000,000

- d. *Excess or Umbrella Liability*

Bodily Injury:	
Per Occurrence	\$300,000
General Aggregate	\$1,000,000
Property Damage:	
Per Occurrence	\$300,000
General Aggregate	\$1,000,000

2. Construction Service Agreement
3. Contractor Emergency Contact Information
4. Subcontractor List
5. Preconstruction and Postconstruction Video or Pictures for Each Property that has Work Performed
6. A Single Maintenance Bond of \$10,000 covering all replacements
7. Record of American Iron and Steel Compliance for Applicable Items
8. State Revolving Fund Required Forms (Provided to Awarded Bidder)
  - a. OEE-1 Form
  - b. OEE-2 Form
  - c. SRF Attachment I
  - d. SRF Attachment J

**EXHIBIT A -- REQUIRED DOCUMENTS FROM BIDDERS**

Contractor's Contact Information			
Authorized Contact	Cell Phone	Work Phone	Emergency Contact Number
Joe Van Ooyen	260-615-0053	260-456-6930	260-615-0053
Burke Baughman	260-710-6052	260-456-6930	260-710-6052

Contractor's Previous Experience			
In addition to this table, Contractor is encouraged to submit any other information that shows previous experience with service line replacement or similar work as part of their proposal.			
Project Location	Scope	Reference Contact Name	Reference Contact Phone Number
City of Fort Wayne	Lead Line Replacement	Nick Ruppel	260-414-0487
1223 Huffman St 46808	Water line Replacement	Bill Rondeau	574-528-0827
5620 S. Bend Dr 46804	Water line Installation	Chris Incrumba	260-414-2941
1307 Kensington Blvd 46805	Water Line Replacement	Marla Gipson	
4002 S. Hanna St 46806	Sewer Tap Repair	Minnie Johnson	260-456-1372
2726 Parnell Ave 46805	85' of new sewer line installed w/ New City Tap	Robert Jones	260-710-0854

**Contractor's Owned and Rented Equipment for Replacement Work**

Contractor to provide list of relevant equipment, including trenchless technology, for this section:

See attached Exhibit D.

#### Exhibit D – Equipment

AAA Sewer Service Inc. rents the following equipment on an, as needed basis, either daily or weekly:

Caterpillar 303E Mini Excavator – ProLine Rental  
Caterpillar 301.8 Mini Excavator – ProLine Rental  
Caterpillar 308C Mini Excavator – McCallister Rentals  
Bobcat 442 Excavator – Jeff Palermo Construction LLC  
Case Construction King backhoe – Jeff Palermo Construction LLC  
Case 9020 Excavator – Jeff Palermo Construction LLC  
Vermeer D20x22 Directional Drill – Underground Contractors Inc  
Hilti 65lb TE3000 Breaker/Hammer – ProLine Rentals  
Echo electric 14” cut-off concrete saw – Proline Rentals

AAA Sewer Service Inc. owns:

Several service trucks and trailers  
Roddie Inc Basement Buddy Directional Boring System  
100 feet of Directional Drill Rods with various Boring Heads  
Underground Magnetics – Mag 3 Directional Transmitting and Locating System  
Bosch rotary hammer drill  
Bosch chipping hammer  
Bauer Chipping hammer  
Bauer rotary hammer drill  
Stihl gas operated 14” cut off concrete saw

**Contractor's Set Replacement Costs**

Contractor may propose alternative ranges for items 8 through 13 to be reviewed by the Owner as part of their proposal. (See next page)

Contractor must still submit on the current 8 or less and 13 or more replacement ranges in addition to any proposed ranges.

<u>Item #</u>	<u>Description</u>	<u>Cost Per EA</u>
1	Curb and Gutter	550. <sup>00</sup>
2	Sidewalk Panels	650. <sup>00</sup>
3	ADA Curb Ramps, All Types	900. <sup>00</sup>
4	Concrete Driveway Panel Replacement	950. <sup>00</sup>
5	Concrete Roadway Panel Replacement	1500. <sup>00</sup>
6	Asphalt Patches	1500. <sup>00</sup>
7	Excavation and Restoration of Additional Holes for Replacement	625. <sup>00</sup>
8	Individual Water Service Replacement Short Side Based on Eight or Less Total Within Half Mile	3943. <sup>30</sup>
9	Individual Water Service Replacement Short Side Based on Nine or More Within Half Mile	3743. <sup>30</sup>
10	Individual Water Service Replacement Long Side Based on Eight or Less Within Half Mile	4130. <sup>45</sup>
11	Individual Water Service Replacement Long Side Based on Nine or More Within Half Mile	3980. <sup>45</sup>
12	Individual Private Lead Water Service Replacement Based on Eight or Less Within Half Mile	*2030. <sup>00</sup>
13	Individual Private Lead Water Service Replacement Based on Nine or More Within Half Mile	*1880. <sup>00</sup>

Quest will not be used for entering costs directly.

Costs must be entered into the table above and submitted as part of the proposal or it may be rejected.

Costs for items 8 through 13 are for individual services, not for the totals.

Example: If doing 5 service replacements, Contractor would be paid the "8 or less" price 5 times.

**CITY OF FORT WAYNE, INDIANA**

AAA Sewer Service Inc.  
(Vendor Name)

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: Joseph P Van Doyen Name: Burke Baughman  
Address: 11118 Cedar Trail FW IN 46845 Address: 2530 Medford Dr.  
FW IN 46803

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship  stock   
partnership interest  units (LLC)   
other (explain) \_\_\_\_\_

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):  
ownership interest:

Name: Burke Baughman 50 %  
Name: Joe Van Doyen 50 %

**Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)**

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes  No

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b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)

Including contractual employment for services in the previous 3 years:

Yes  No

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c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes  No

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**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

a. Does Vendor have current contracts (including leases) with the City? Yes  No

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

Contract to replace lead water lines on an on-call basis

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b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes  No

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

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c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes \_\_\_\_\_ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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Name / Position / Payment Terms:

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d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: \_\_\_\_\_

Company / Name / Payment Terms: \_\_\_\_\_

**Section 4: CERTIFICATION OF DISCLOSURES**

**In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:**

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

AAA Sewer Service Inc.                      11118 Cedar Trail  
(Name of Vendor)                                      Address  
( ) 260-615-0053  
Telephone  
Joe.vahp@gmail.com  
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Joseph P VanOyke                      Title Owner  
Signature [Signature]                                      Date 2/17/21

**NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.**

# Interoffice Memo

Date: February 17, 2021  
To: Common Council Members  
From: Michael Kiester, Manager, City Utilities Engineering  
RE: **City Utilities On-Call Lead Replacement Construction Services**

*Michael Kiester*  
2.17.2021

Council District - Citywide

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: On demand lead service line replacement work.

Implications of not being approved: If approved this would allow contractors to replace lead service lines which has a positive impact to public health.

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

AAA Sewer Service Inc. was selected because they offer the lowest costs to the property owners for lead service line replacement. They have previous experience with the city in replacing water service lines by directional drilling. The total usage of on demand services through this contract shall not exceed \$1,000,000.

The cost of said project is funded from Water Utility Revenue and Bond Funding.

Council Introduction Date: 2/23/2021

CC: Matthew Wirtz  
Diane Brown  
File

**BILL NO. S-21-02-21**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**March 2, 2021**

***Thomas Didier Chair***



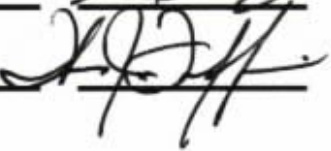
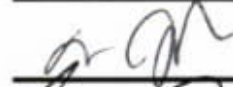


***Michelle Chambers Co-Chair***

***All Council Members***


An Ordinance approving City Utilities On-Call Lead Replacement Construction Services –between AAA Sewer Service Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

*Involving a total cost of not to exceed \$1,000,000.00*

**COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

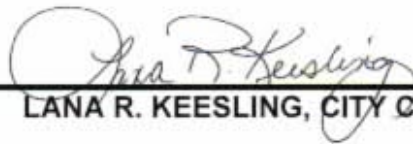
Read the first time in full and on motion by Councilperson Didier.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Didier, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: March 9, 2021




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LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-21-02-21 on the 9th day of March, 2021

ATTEST:




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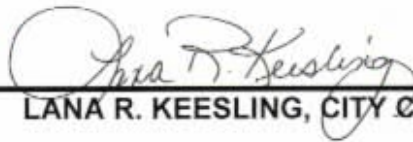
LANA R. KEESLING  
CITY CLERK




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PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of March 2021, at the hour of 11:50 o'clock A.M. E.S.T.

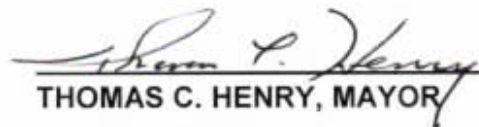



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LANA R. KEESLING, CITY CLERK

Approved and signed by me this 10<sup>TH</sup> day of MARCH

2021, at the hour of 2:30 o'clock PM E.S.T.




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THOMAS C. HENRY, MAYOR

