



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. December 13, 2021

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: December 6, 2021

Approval of Agenda

- 1) Request for Road Closure North 7th Street between East Wilden Ave. and Oakridge Ave.
- 2) Request for Removal of Parking Spaces
- 3) Request to Award 2022 Asphalt Paving JN: 2022-0002A
- 4) Request to Award 2022 Concrete Paving JN: 2022-0002B
- 5) Request to Award The Crossing Subdivision Drainage JN: 2020-0033
- 6) Request to Award Wilden Avenue Tree Clearing JN: 2014-0035
- 7) Request to Reject Proposals New Goshen Parks Maintenance Facility Construction Project
JN: 2021-0022
- 8) Letter of Understanding and Agreement with Central States, Southeast and Southwest Areas
Health and Welfare Fund
- 9) Resolution 2021-35 Approve Goshen Police Department Unmanned Aerial System Policy
605

Stormwater Board

1) Post-Construction Plan Approval for Goshen Inter. School JN: 2018-2041

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE DEC. 6, 2021 REGULAR MEETING

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

Absent: None

Call to Order: Mayor Jeremy Stutsman called the meeting to order at 2 p.m.

Review/approval of Minutes: Minutes of the Nov. 29, 2021 meeting of the Board of Works & Safety & Stormwater Board were presented. **Board member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 5-0.**

Review/approval of Agenda: Mayor Stutsman presented the Board agenda for consideration. **Riouse moved to approve the agenda as submitted. Nichols seconded the motion. Motion passed 5-0.**

1) Open Bids: 2022 Asphalt Paving Project (Josh Corwin)

Mayor Stutsman opened the three bids received by today's 1:45 p.m. deadline for the annual asphalt paving of various streets. The work includes asphalt milling and paving various city streets, including some base repair, ADA ramps, curb and sidewalk flatwork, and striping by 08/01/2022. The following bids were received: Niblock Excavating, \$349,210.15; Milestone Contractors North, Inc., \$363,615.15; and Rieth-Riley Construction Co., Inc., \$414,195.69.

Mayor Stutsman/Board member Nichols moved to refer the bids to the City Engineering Department for review. **Motion passed 5-0.**

2) Open Bids: 2022 Concrete Paving Project (Josh Corwin)

Mayor Stutsman opened the four bids received by today's 1:45 p.m. deadline for the annual concrete paving of various streets. The work includes concrete roadway patching in various locations throughout the City by 9/1/2022. The following bids were received: Selge Construction Co., Inc., \$1,309,396.05; Rieth-Riley Construction Co., Inc., \$973,545.25; Premium Concrete Services, Inc., \$1,015,939.00; and Milestone Contractors North, Inc., \$1,299,000.00.

Mayor Stutsman/Board member Nichols moved to refer the bids to the City Engineering Department for review. **Motion passed 5-0.**

3) Open Bids: Wilden Avenue Tree Clearing Project (Josh Corwin)

Mayor Stutsman opened the one bid received by today's 1:45 p.m. deadline for the Wilden Avenue Tree Clearing project, which includes the removal of the designated trees along the corridor and the restoration of the disturbed areas by 1/31/2022. The one bid was from J. Ranck Electric, Inc., for \$279,890.00.



Mayor Stutsman/Board member Nichols moved to refer the bid to the City Engineering Department for review. Motion passed 5-0.

4) Open Bids: New Goshen Parks Maintenance Building Construction Project (Josh Corwin)

Mayor Stutsman opened the one bid received by today's 1:45 p.m. deadline for the full site development for the Parks Department Maintenance Building at 610 E. Plymouth Avenue by 12/1/2022. The one bid was from R. Yoder Construction, Inc., for \$2,745,000.00.

Mayor Stutsman/Board member Nichols moved to refer the bid to the City Legal Department for review with City staff. Motion passed 5-0.

5) Open Bids: The Crossing Subdivision Drainage Plan (Josh Corwin)

Mayor Stutsman opened the three bids received by today's 1:45 p.m. deadline for the construction of stormwater infrastructure to serve the Crossing Subdivision and connect to existing infrastructure by 9/01/2022. The following bids were received: Niblock Excavating, \$1,759,064.50; Selge Construction Co., Inc., \$1,503,820.30; and HRP Construction, Inc., \$1,488,000.00.

Mayor Stutsman/Board member Nichols moved to refer the bids to the City Engineering Department for review. Motion passed 5-0.

6) Resignation of Police Officer Randy Valderrama (Chief Miller)

Department Chief José Miller asked the Board to approve the resignation of Officer Randy Valderrama, effective Nov. 30, 2021. Officer Valderrama served on the Goshen Police Department since February 2014. Chief Miller and Mayor Stutsman both wished the best for Officer Valderrama in his future endeavors.

Riouse/Nichols moved to approve the resignation of Officer Randy Valderrama, effective Nov. 30, 2021. Motion passed 5-0.

7) Agreement with INDOT for Installation of Equipment in State Right of Way (Bodie Stegelmann)

City Attorney Bodie Stegelmann asked the Board approve an Agreement between the City and the Indiana Department of Transportation for the installation of law enforcement equipment in the State right of way, and to authorize Police Chief José Miller to sign such agreement. The City will be responsible for installing and maintaining the equipment.

Riouse/Nichols moved to approve an agreement between the City and the Indiana Department of Transportation for the installation of law enforcement equipment in the State right of way, and to authorize Police Chief José Miller to sign the agreement. Motion passed 5-0.

8) Community Service Partnership Agreement with the Goshen Historical Society (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve an agreement with the Goshen Historical Society to support the project or projects outlined in its submitted application and provide this organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. She said the Goshen Historical Society has requested \$15,000 for to provide a Volunteer and Membership Growth Coordinator. Henderson said the Goshen Historical Society has provided all the required information for the application.



Mayor Stutsman said that all of the five Community Service Partnership Agreements, including the requested amounts, before the Board today were approved by the City Council as part of 2022 budget.

Riouse/Nichols moved to approve the agreement with the Goshen Historical Society to support the project or projects outlined in its submitted application and provide this organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. Motion passed 5-0.

9) Community Service Partnership Agreement with Downtown Goshen (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve an agreement with Downtown Goshen, Inc. to support the project or projects outlined in its submitted application and provide this organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. She said Downtown Goshen, Inc. has requested \$70,000 for two projects: the Facade Incentive Program and First Fridays monthly municipal festivals. Henderson said Downtown Goshen, Inc. has provided all the required information for the agreement.

Riouse/Nichols moved to approve the agreement with Downtown Goshen, Inc. to support the project or projects outlined in its submitted application and provide this organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. Motion passed 5-0.

10) Community Service Partnership Agreement with Chamber of Commerce (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve an agreement with the Chamber of Commerce of Goshen to support the project or projects outlined in its submitted application and provide this organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. She said the Chamber of Commerce has requested \$50,000 to provide economic development and tourism support for the City of Goshen. Henderson said the Chamber has provided all the required information for the agreement.

Riouse/Nichols moved to approve an agreement with Chamber of Commerce of Goshen to support the project or projects outlined in its submitted application and provide this organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. Motion passed 5-0.

11) Community Service Partnership Agreement with Goshen Theater (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve an agreement with Goshen Theater, Inc. to support the project or projects outlined in its submitted application and provide this organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. She said the Goshen Theater, Inc. has requested \$75,000 to assist with the operating costs. Henderson said the Goshen Theater has provided all the required information for the agreement.

Riouse/Nichols moved to approve an agreement with Goshen Theater, Inc. to support the project or projects outlined in its submitted application and provide this organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. Motion passed 5-0.

12) Community Service Partnership Agreement with Center for Business Excellence (Brandy Henderson)



Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve an agreement with the Center for Business Excellence to support the project or projects outlined in its submitted application and provide the organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. Henderson said the Center for Business Excellence has requested \$10,000 to provide economic development and tourism support for the City of Goshen. She said the Center has provided all the required information for the agreement. **Riouse/Nichols moved to approve an agreement with Center for Business Excellence to support the project or projects outlined in its submitted application and provide the organization with the requested funds and to authorize Mayor Stutsman to execute the agreement. Motion passed 5-0.**

13) Agreement with New Avenues (Shannon Marks)

Shannon Marks, a paralegal with the City Legal Department, asked the Board to approve and authorize the Mayor to execute the Agreement with New Avenues, Inc. to provide a City employee assistance program for 2022. Marks said the City will pay New Avenues based on the "EAP A La Carte Service" fees set forth in Exhibit A of the agreement, which includes an administrative fee of \$160 per month, plus the additional fees for the specific services utilized. **Mayor Stutsman** said more City employees are utilizing New Avenues' services. **Riouse/Nichols moved to approve and authorize the Mayor to execute the agreement with New Avenues Inc. to provide an employee assistance program for 2022. Motion passed 5-0.**

14) Resolution 2021-33 Declaring Surplus and Authorizing the Disposal of Property (Shannon Marks)

Shannon Marks, a paralegal with the City Legal Department, asked the Board to pass and adopt Resolution 2021-33 – "Declaring Surplus and Authorizing the Disposal of Personal Property." Marks said the he City wants to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. Resolution 2021-33 would declare the property as surplus and authorize its disposal by trading in the City's 2015 Grasshopper Mower with the \$1,000 trade-in allowance to be applied toward the purchase of a new 2021 Grasshopper Mower for a purchase price (with trade-in) of \$9,579. **Riouse/Nichols moved to pass and adopt Resolution 2021-33 - Declaring Surplus and Authorizing the Disposal of Personal Property. Motion passed 5-0.**

15) Resolution 2021-34 Share of Costs of Wages and Benefits for 2022

Shannon Marks, a paralegal with the City Legal Department, asked the Board to approve and execute Resolution 2021-34, Share of Costs of Wages and Benefits for 2022. Marks said there are certain city positions, including elected officials, in which the cost of wages and employment benefits are paid from more than one fund or budget. She said that pursuant to the annual compensation ordinance for Elected Officials and for Civil City and Utilities Employees, the Board of Public Works and Safety must annually determine the percentage share of cost for the affected positions that are paid from more than one fund or budget. Resolution 2021-34 is for this purpose. **Riouse/Nichols moved to approve and execute Resolution 2021-34, Share of Costs of Wages and Benefits for 2022. Motion passed 5-0.**

16) Agreement with Jacobi, Toombs & Lanz, Inc. for Building Plan Review (Carla Newcomer)



City Building Commissioner Myron Grise asked the Board to approve and execute the agreement with Jacobi, Toombs, & Lanz, Inc. for the Building Plan Review. Jacobi, Toombs & Lanz, Inc., will be paid at an hourly rate in an amount not to exceed \$10,000 for the Building Plan Review. **Mayor Stutsman** said the Building Department has been so busy that this agreement is viewed as a way to provide staff with additional assistance and to provide a non-biased review of the Building Plan. In response to a question from **Board member Landis**, Grise said the company will provide needed assistance and has provided this service to other Indiana cities.

Riouse/Nichols moved to approve and execute the agreement with Jacobi, Toombs, & Lanz, Inc. for the Building Plan Review. Motion passed 5-0.

17) Post-Construction Plan Approval: GHS 2018 Building Addition and Renovations (JN: 2019-2016) (Jason Kauffman)

City Stormwater Coordinator Jason Kauffman asked the Board to accept the post-construction stormwater management plan amendment for Goshen High School 2018 Building Addition and Renovations as it has been found to meet the requirements of City Ordinance 4329. Kauffman said the developer of Goshen High School Site and Parking Renovations, which modified two existing post-construction plans for the Goshen High School property (accepted on January 25, 2016), has submitted a sufficient post-construction plan amendment that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Riouse/Nichols moved to accept the post-construction stormwater management plan amendment for Goshen High School 2018 Building Addition and Renovations as it has been found to meet the requirements of City Ordinance 4329. Motion passed 5-0.

18) Post-Construction Plan Approval: GHS Site and Parking Renovations (JN: 2020-2018) (Jason Kauffman)

City Stormwater Coordinator Jason Kauffman asked the Board to accept the post-construction stormwater management plan amendment for Goshen High School Site and Parking Renovations as it has been found to meet the requirements of City Ordinance 4329. Kauffman said he developer of Goshen High School Site and Parking Renovations, which modified two existing post-construction plans for the Goshen High School property (accepted on Jan. 25, 2016) and has submitted a sufficient post-construction plan amendment that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Riouse/Nichols moved to accept the post-construction stormwater management plan amendment for Goshen High School Site and Parking Renovations as it has been found to meet the requirements of City Ordinance 4329. Motion passed 5-0.

19) Post-Construction Plan Approval: Schrock Commercial Strip Mall (JN: 2020-2042) (Jason Kauffman)

City Stormwater Coordinator Jason Kauffman asked the Board to accept the post-construction stormwater management plan for Schrock Commercial Strip Mall as it has been found to meet the requirements of City Ordinance 4329. Kauffman said the developer of Schrock Commercial Strip Mall (Parke North - Lot #3), affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Riouse/Nichols moved to accept the post-construction stormwater management plan for Schrock Commercial Strip Mall as it meets the requirements of City Ordinance 4329. Motion passed 5-0.



20) Post-Construction Plan Approval: Supreme Corp Chassis Lot (JN: 2019-2039) (Jason Kauffman)

City Stormwater Coordinator Jason Kauffman asked the Board to accept the post-construction stormwater management plan for Supreme Corporation Chassis Lot 2019 as it has been found to meet the requirements of City Ordinance 4329. Kauffman said the developer of Supreme Corporation Chassis Lot 2019, affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." This Plan is Amendment #2 to an existing post-construction plan for the Supreme Corporation 2014-2015 Improvement Project located at 2572 Kercher Road, which was accepted by the Stormwater Board on Oct. 17, 2016.

Riouse/Nichols moved to accept the post-construction stormwater management plan for Supreme Corporation Chassis Lot 2019 as it meets the requirements of City Ordinance 4329. Motion passed 5-0.

21) Construction completion agreement of construction project 1611 Hay Parkway (JN: 2017-2045) (Jason Kauffman)

City Stormwater Coordinator Jason Kauffman asked the Board to approve the Agreement for the Completion of the Construction Project at 1611 Hay Parkway with property owners, Stephen Nault and Jacklin Beard, and builder, Schrock Homes. Kauffman said the home at 1611 Hay Parkway has passed its final building inspection and the project is substantially complete except for seeding disturbed areas and planting the required street tree. These final requirements cannot be completed at this time due to weather conditions. The Storm water Department thus submitted an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute. The property owners, Stephen Nault and Jacklin Beard, as well as builder Schrock Homes, Inc., agree to plant the required street tree and permanently stabilize 16,000 square feet of disturbed area with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work to meet minimum requirements is \$3,025, and a surety for that amount has been provided by Schrock Homes to the Clerk Treasurer's office.

Riouse/Nichols moved to approve the Agreement for the Completion of the Construction Project at 1611 Hay Parkway with property owners, Stephen Nault and Jacklin Beard, and builder, Schrock Homes. Motion passed 5-0.

Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:27 p.m. No one asked to speak, so the Mayor closed Privilege of the Floor.

Board of Public Works and Safety Order: 724 S. Main St. (Derek Doss)

At 2:28 p.m., Mayor Stutsman opened a hearing on Board of Public Works and Safety Order: 724 S. Main St. (Derek Doss, owner of the property).

By way of background, today's hearing was a follow-up to a Board of Works hearing on Nov. 1, 2021.

Property owner Derek Doss was not present for that hearing. At that hearing, Property Maintenance Inspector Ryan Conrad of the Goshen Building Department reported that on April 29, 2021, he conducted an inspection of the property at 724 S. Main Street.



During the April 29 inspection, **Conrad** said he observed maintenance violations and notified the property owner, Derek Doss, in writing to correct the violations within 30 days. Conrad said that since the initial inspection he has made several attempts to re-inspect the property and the owner was unresponsive. Re-inspections of the property were scheduled for Aug. 5, 2021, Aug. 31, 2021 and Conrad said he was unable to gain access to the property. **On Sept. 30, 2021, the Goshen Building Commissioner issued an Order to property owner Derek Doss that the premises at 724 S. Main Street were in violation of the Goshen City Code.** The order stated that Goshen Building Department inspected the subject real estate on July 8, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on Aug. 5, 2021 which showed no significant improvement to the real estate.

As a result, the real estate was declared unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate were in an impaired structural condition that made it unsafe to a person or property and dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter I concerning building condition or maintenance. **Ten separate violations of Section 6, Article 3, Chapter I of the Goshen City Code were cited by the City inspector and had not been satisfactorily repaired or remedied:** The property owner was ordered to repair or rehabilitate the building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use so that the buildings and structures were in compliance with Title 6, Article 3, Chapter I of the Goshen City Code by October 29, 2021. The owner was further notified that a hearing would be held before the Goshen Board of Public Works and Safety on Monday, Nov. 1, 2021 at 2 p.m. to review the order of the City of Goshen Building Commissioner.

On Nov. 1, Conrad told the Board that earlier in the day he conducted a follow-up inspection. Conrad said he made contact with the tenant who stated that he planned to purchase the property on a land contract, although no contract or lease agreement was signed. Conrad said the tenant could not provide a timetable for the necessary repairs to be made to the building.

Conrad said he has not been able to contact the property owner, but due to the potential purchase agreement, **Conrad recommended that the Board grant the tenant an additional 30 days to provide the City with a recorded copy of a land contract and to provide a timetable for the completion of repairs.** Conrad said the tenant wanted to make further repairs to be in compliance with the Building Commissioner's order, but was reluctant to do so until he had a written land contract with the property owner.

Based on the Sept. 30, 2021 Order of the City of Goshen Building Commissioner, and violations 1-10 described in the Order, **Mayor Stutsman made a motion to declare the property at 724 S. Main Street to be unsafe and to continue the hearing to Dec. 6, 2021.** Board member Nichols seconded the motion. And the motion passed 5-0. **Today, Dec. 6, 2021, Mayor noted that Derek Doss was not present. He asked Property Maintenance Inspector Ryan Conrad to provide an update to the Board. Conrad provided a written report (EXHIBIT #1).** Conrad said that during a re-inspection on Dec. 6 of 724 S. Main Street, he found only one property maintenance violation that needed to be brought into compliance: some windows that were broken or cracked or otherwise in disrepair. Conrad said the current tenant has made progress in correcting all of the other violations that were discussed during the Nov. 1 hearing. He also said that he didn't observe any life-safety issues on the property. **Conrad** said the tenant plans to purchase the property on a land contract. However, no land contract has been filed with the clerk's office. So, **Conrad recommended that the Board grant an additional 60 days for the completion of the window repairs on the property.** He introduced the tenant to the Board.



The tenant, **Bobby Edwards**, told the Board said he has a signed and notarized copy of the land contract and has received information from the clerk's office on how to file it. However, Edwards said he is unable to move forward with the purchase until owner Derek Doss completes necessary paperwork and has been checking daily with him. Edwards said he and his wife have been steadily making repairs over the past three months and have already invested about \$8,000 in the property. Edwards said that believes he will be able to complete repairs of the windows within 60 days.

Mayor Stutsman complimented Edwards for making repairs at the property. He said much progress has been made since the November hearing. **Board members Riouse** and Landis also complimented Edwards.

Mayor Stutsman/Nichols moved to continue the hearing to the Feb. 7 agenda of the Board of Works & Safety, but if the windows are repaired before then, City staff can remove the matter from the agenda. Board member Nichols seconded the motion. Motion passed 5-0. Mayor Stutsman then closed today's hearing.

Board of Public Works and Safety Order: 214 E. Clinton St. (Ron Davidhizar)

At 2:33 p.m., Mayor Stutsman opened a hearing on Board of Public Works and Safety Order: 214 E. Clinton St. (Ron Davidhizar, owner of the property).

By way of background, on Nov. 16, 2021, Ron Davidhizar, was notified via certified mail that his property at 214 E. Clinton St. was in violation of the Goshen City Code. He was informed that the Goshen Building Department inspected the property on Sept. 15, 2021 and cited violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance).

Davidhizar was advised that the property was deemed to be unsafe within the meaning of Indiana Code§ 36-7-9-4 in that one or more buildings or structures on the property was in an-impaired structural condition that made it unsafe to a person or property a public health hazard dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter 1 concerning building condition or maintenance, vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

The following violations of Title 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and had not been satisfactorily repaired or remedied:

1. The structure was damaged in a fire on May 15, 2021 and the structural strength of the exterior walls of the property was insufficient (violation of Section 6.3.1.1 v).
2. The property was vacant and not secured, with multiple areas that were accessible to people and animals to enter the property (violation of Section 6.3.1.1 ff).

The Building Commissioner determined that these violations made the premises at 214 E. Clinton Street unsafe. Due to the unsafe nature of the building because of the fire, **Davidhizar was ordered to demolish the building.**

He was advised that if he failed to comply with this Order, the City of Goshen would take action to demolish the building and will bill him for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City would incur in pursuing this matter. Such amounts could become a lien upon the real estate and could ultimately be enforced in the same manner as any other judgment.

Davidhizar was further notified that a hearing would be held before the Board of Public Works and Safety on Monday, Dec. 6, at 2 p.m., or soon thereafter, to review the Order of the City of Goshen Building Commissioner.



After opening the hearing on Board of Public Works and Safety Order: 214 E. Clinton St., Mayor Stutsman swore in City Code Enforcement Officer Travis Eash to report on the property. Eash gave Board members a Dec. 6, 2021 report regarding Board of Public Works and Safety Order for 214 E. Clinton St. **(EXHIBIT #2)** Eash told the Board that he inspected 214 E. Clinton St. on Nov. 30 and took numerous photographs on that day, which were included in his report. He said he also conducted an exterior inspection of the property on Sept. 14, 2021 and also included photos taken that day in his Dec. 6 report.

Eash told the Board that a fire occurred at this property on May 15, 2021 at the property and that a Fire Department report from the incident was attached to his report. **John William Davis, Jr. an attorney representing Davidhizar,** objected to any mention of the fire report, characterizing it as "hearsay." He asked that the Board not consider it.

City Attorney Bodie Stegelmann said that under the circumstances, the fire report probably was hearsay and probably wasn't admissible evidence for today's hearing. Based on Stegelmann's finding, **Mayor Stutsman** upheld the hearsay objection and told Board members they should not consider the fire report.

Eash then continued his own report. He stated that the Building Department has received several complaints about the property since the fire, and that he had made several attempts and phone calls to the property owner about keeping the house secured. Eash said the house is easily accessible to people and animals that want to enter and there is evidence of that in some of his photos.

Eash said the owner "had made no attempts to repair, demolish or rebuild the property until he received notice of this hearing. Since receiving notice of this hearing, he has attempted to pull a remodel permit. However, due to the extensive damage to the structure caused by the fire, the Building Department recommends demolition of the structure."

Eash said that if the owner decides to do a full remodel, "the Building Department is requesting a structural engineer go through the property to determine which structural members would need to be replaced and all other repairs that would need to be done to the property to bring it into compliance with the 2020 Indiana Residential Code and the engineer's report be sent to the Building Department office."

Eash then described and discussed his property inspection photographs, which he said depicted the current condition of the structure and damage done by the fire, as well as additional, and earlier, deterioration of the structure. **(EXHIBIT #2).** Board members asked Eash questions about the condition of the property.

Afterward, Mayor Stutsman swore in property owner Ron Davidhizar to provide truthful information.

Attorney John William Davis, Jr. then asked Eash a series of detailed questions about the photographs and what they showed about the condition of the property.

Responding to questions from his attorney and Board members, Ron Davidhizar provided detailed information about 214 E. Clinton St.

Davidhizar said prior to the fire there was extensive remodeling of the apartment in the home. This included removing plaster and installing new drywall. He said this helped prevent damage to the apartment from the fire. He said some damage to the home was caused to the home by fire-fighting efforts. Davidhizar also said he was in the process of evicting tenants before the fire.

Davidhizar said the property is an older home. He described efforts he was making to improve it and work that was being done to repair fire damage. Davidhizar disputed **City Code Enforcement Officer Travis Eash** report on the condition of the property. He stated that he was making efforts to keep people out of the vacant property.

Davidhizar said he wanted to restore the property as a duplex for new tenants.



Davidhizar said he would prefer to not have an engineer evaluate the condition of the property because of the expense. He said he would prefer to have a contractor evaluate the property and provide an estimate of repair and restoration costs. Davidhizar said he has worked on burned homes in the past and successfully restored them.

Davidhizar said he wanted a permit from the City so he could proceed with restoration of the property.

In response to a question from **Mayor Stutsman**, **City Attorney Bodie Stegelmann** said the Board of Works and Safety doesn't have the authority to issue a permit for remodeling. Stegelmann said that can only take place after the Building Commissioner's safety order is resolved. He said it would then have to go through another process.

Mayor Stutsman asked **Police Chief José Miller** about Davidhizar's statement that he had repeatedly complained to police about homeless people breaking into the property. **Chief Miller** said he reviewed call logs and reported that police responded twice on May 15 about the fire, two days later about a person trespassing, and again on July 10. On July 10, Chief Miller said police issued a trespass warning to a man staying in the home with two dogs.

Board members Swartley, Landis, Riouse and Mayor Stutsman asked **Davidhizar** about the condition of the property and his renovation plans. He again provided detailed responses.

City Code Enforcement Officer Travis Eash reiterated the Building Department's recommendation to demolish the structure. Eash said if the property owner wants to remodel the structure, the Building Department was first recommending a detailed inspection and report by a structural engineer.

Davidhizar said he didn't want the property to be unsafe, but would prefer a repair estimate from a contractor instead of a report by a structural engineer.

With the testimony concluded, Board members had an extensive discussion about how to proceed. They discussed the report and the evidence presented. They shared their perspectives on the condition of the structure, the extent of the fire damage, whether the structure should be demolished or remodeled and the value of further evaluation by a building contractor or engineer. Board members also discussed the appropriate motion to address the Board of Public Works and Safety Order for 214 E. Clinton St.

Mayor Stutsman said he wasn't prepared to support demolition of 214 E. Clinton St. without further evaluation by a structural engineer, by Jan. 24. He also said the property owner should be required to take immediate steps to deter trespassing. **Other Board members agreed with the Mayor.** **City Attorney Stegelmann** provided advice on how the Board could proceed. **Board members** made additional comments about the motion.

Mayor Stutsman then made a motion that the doors, windows and other openings at 214 E. Clinton St. be sealed by Dec. 21, that the hearing be continued to Jan. 24 on the condition that Mr. Davidhizar hire a licensed engineer for the remodeling project to move ahead, otherwise the Board on Jan. 24 will want to know why an engineer wasn't hired. Landis seconded the motion. Motion passed 5-0.

At 3:44 p.m., the Mayor closed the hearing on Board of Public Works and Safety Order: 214 E. Clinton St.

With no further matters before the Board, Mayor Stutsman/Nichols moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 5-0. The meeting was adjourned at 3:45 p.m.

EXHIBIT 1: Dec. 6, 2021 report by Property Maintenance Inspector Ryan Conrad of the Goshen Building Department regarding the Board of Public Works and Safety Order for 724 S. Main St.



EXHIBIT 2: Dec. 6, 2021 report by City Code Enforcement Officer Travis Eash regarding the Board of Public Works and Safety Order for 214 E. Clinton St.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

12/13/2021

Request for Road Closure on North 7th St., between East Wilden Ave and Oakridge Ave.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be installing a sewer lateral on North 7th St.. The excavation will be approximately 10' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close North 7th St. to thru traffic between East Wilden Ave and Oakridge Ave, Tuesday, December 14, 2021 and reopening for traffic on Thursday afternoon, December, 16th, 2021, (Weather Permitting).

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", written over a horizontal line.

Kent Holdren
Superintendent of Goshen Water Department



Engineering Department
CITY OF GOSHEN

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR REMOVAL OF PARKING SPACES**

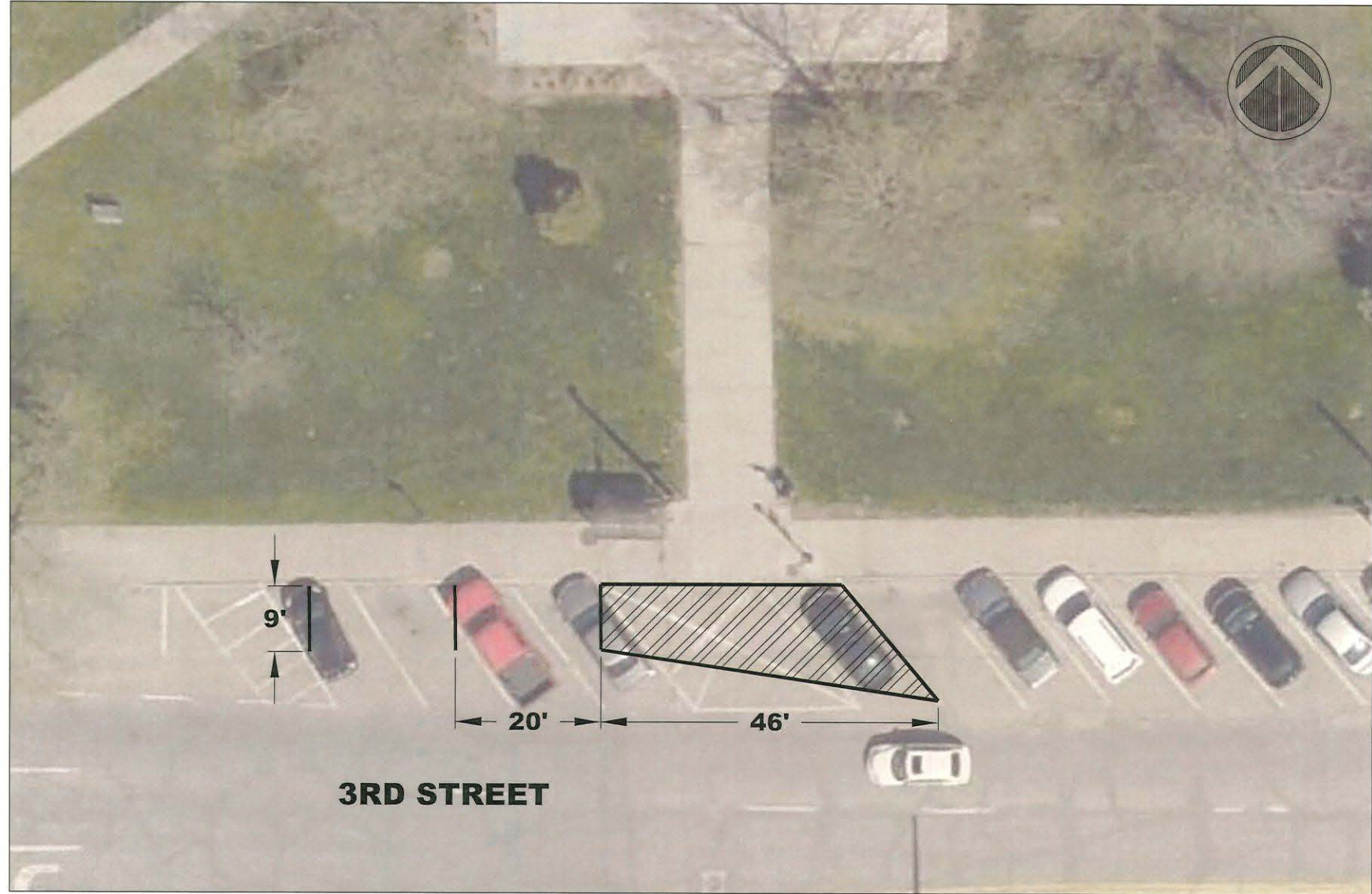
DATE: December 6, 2021

The Elkhart County Sheriff's Office has requested that two additional parking spaces be removed along Lincoln adjacent to the courthouse. The spaces identified are the two spaces directly west of the Court's access drive and in front of the bus stop. According to the request, preventing vehicles from parking in this area would increase visibility for vehicles attempting to exit the driveway onto Lincoln.

At the September meeting of the Traffic Commission, the commissioners provided an alternative recommendation that would convert all spaces west of the hatched area at the access drive from angle parking to parallel parking, feeling this would improve the sight lines better than the requested option. The revised markings are depicted in the attached exhibit.

Engineering sought and received support for the alternative option from both the sheriff's office and the county administration.

Engineering is now requesting approval from the Board to proceed with converting all angle parking spaces to parallel spaces along the north side of Lincoln Avenue between 3rd Street and the county court's access drive.



The City Of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626

ELKHART COUNTY COURTHOUSE
 SOUTH SIDE

ON-STREET PARKING
 PROPOSED MARKING CHANGE

Project Number:	
Designed By: J. HOFFMAN	Approved By: J. CORWIN
Drafted By: J. HOFFMAN	Date: 12.1.2021
Scale: 1" = 20'	



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2022 ASPHALT PAVING PROJECT
(JN: 2022-0002A)**

DATE: December 13, 2021

On December 6, 2021, we received proposals for the above referenced project. Following are the results:

Niblock Excavating - \$349,210.15
Milestone Construction - \$363,615.15
Rieth-Riley Construction - \$13,577,173.14

The itemized bid tab is attached for your reference.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Requested Motion: Approve the Agreement with Niblock Excavating for the 2022 Asphalt Paving project in the amount of \$349,210.15.

2022 ASPHALT PAVING PROJECT - JN: 2022-0002A
 MATERIAL BID TAB
 BID DUE DATE - DECEMBER 6, 2022

BASE BID

Item No.	Estimated Quantity	Unit	Description	Niblock Excavating		Milestone Contractors		Rieth-Riley Construction*	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$17,500.00	\$17,500.00	\$15,220.00	\$15,220.00	\$18,000.00	\$18,000.00
2	1	LSUM	Temporary Maintenance of Traffic	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,208.16	\$6,208.16
3	1	EA	Construction Notice Board	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,241.89	\$1,241.89
4	1	LSUM	Construction Engineering	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00	\$13,924.87	\$13,924.87
5	1	LSUM	Clearing of Right-of-Way	\$5,500.00	\$5,500.00	\$12,500.00	\$12,500.00	\$11,031.78	\$11,031.78
6	5,007	SYD	Pavement Removal	\$6.50	\$32,545.50	\$5.00	\$25,035.00	\$6.98	\$34,948.86
7	130	LFT	Curb & Gutter, Removal	\$10.00	\$1,300.00	\$40.00	\$5,200.00	\$19.67	\$2,557.10
8	90	SYD	Milling	\$10.00	\$900.00	\$30.00	\$2,700.00	\$18,000.00	\$1,620,000.00 *
9	1,000	CYD	Common Excavation	\$20.50	\$20,500.00	\$45.00	\$45,000.00	\$22.84	\$22,840.00 *
10	200	CYD	INDOT B-Borrow	\$25.00	\$5,000.00	\$13.00	\$2,600.00	\$25.94	\$5,188.00 *
11	1	EA	Storm Catch Basin & Castin, 30"	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	\$10.00	\$10.00 *
12	8	EA	Casting Replacement, Manhole	\$1,850.00	\$14,800.00	\$600.00	\$4,800.00	\$7,604.80	\$60,838.40 *
13	8	EA	Casting Reset & Chimney Reconstruction	\$1,285.00	\$10,280.00	\$300.00	\$2,400.00	\$771.85	\$6,174.80 *
14	0.38	MI	Linear Grading	\$30,000.00	\$11,400.00	\$35,000.00	\$13,300.00	\$2,176.55	\$827.09 *
15	450	TON	HMA, Type B, Surface, 9.5 mm	\$107.50	\$48,375.00	\$100.00	\$45,000.00	\$23,771.11	\$10,696,999.50 *
16	735	TON	HMA, Type B, Binder, 12.5 mm	\$84.00	\$61,740.00	\$90.00	\$66,150.00	\$108.07	\$79,431.45 *
17	465	LFT	HMA Curb	\$15.00	\$6,975.00	\$40.00	\$18,600.00	\$102.25	\$47,546.25 *
18	1.83	TON	Asphalt for Tack Coat	\$5.00	\$9.15	\$5.00	\$9.15	\$31.31	\$57.30 *
19	1,817	TON	Compacted Aggregate, No. 53, Type O	\$31.50	\$57,235.50	\$28.00	\$50,876.00	\$494.55	\$898,597.35 *
20	225	LFT	Stone, No. 2	\$35.00	\$7,875.00	\$28.00	\$6,300.00	\$35.04	\$7,884.00 *
21	225	LFT	Curb & Gutter, Replacement	\$27.00	\$6,075.00	\$53.00	\$11,925.00	\$17.55	\$3,948.75 *
22	10	SYD	PCCP Drive Approach	\$150.00	\$1,500.00	\$250.00	\$2,500.00	\$31.37	\$313.70 *
23	50	TON	Limestone, No. 73, Drive Approach	\$65.00	\$3,250.00	\$150.00	\$7,500.00	\$302.43	\$15,121.50 *
24	1	LSUM	Landscape Restoration	\$15,000.00	\$15,000.00	\$6,500.00	\$6,500.00	\$151.64	\$151.64 *
25	1	LSUM	Erosion Control	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$23,330.75	\$23,330.75 *
BID AMOUNT TOTAL:					\$349,210.15		\$363,615.15		\$13,577,173.14

* Due to mathematical errors on Lines 8-12, 14-20 & 22-24, Rieth-Riley actual bid based on Unit Prices is \$13,577,173.14, not \$414,195.69

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

Dustin K. Sailor 12/08/21
 Dustin Sailor, P.E.
 Director of Public Works
 City of Goshen



AGREEMENT

FOR

2022 ASPHALT PAVING PROJECT - JN: 2022-0002

THIS AGREEMENT is entered into on _____, 2021, by and between **Niblock Excavating** (“Contractor”), whose mailing address is P.O. Box 211, Bristol, IN 46507, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services.

- 1.1. Contractor shall preform all work for the 2022 ASPHALT PAVING PROJECT, JN: 2022-0002 in accordance with the complete Specification Documents which are incorporated by reference to this agreement. For the purposes of this agreement, all services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, including detailed specifications, plans and drawings; and 3) Contractor’s Proposal.

2. Effective Date; Contract Term; Liquidated Damages.

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the project as soon as practical in proper weather conditions.
- 2.3. Contractor shall complete the Project by August 1, 2022.
- 2.4. If Contractor does not complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City

of Goshen, the sum of Two Hundred Fifty Dollars (\$250) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

3. Compensation.

- 3.1. City shall pay Contractor for the performance of the work based on the established unit prices for all labor and materials as set forth in Contractor's itemized proposal, a copy of which is attached to this agreement as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with the total cost for the Project estimated at Three Hundred Forty Nine Thousand Two Hundred Ten Dollars and Fifteen Cents (\$349,210.15). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. The actual number of units used in the Project may be more or less than the estimated quantities, and payment on the contract will be based on the actual number of units used.
- 3.3. The prices shall cover and include Contractor providing all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage.

- 4.1. City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents.
- 4.2. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.3. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 361-12-14(f) shall be withheld under those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.4. Contractor shall submit to City proof that Contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services before final payment is made.
- 4.5. Upon completion of the Project, the final inspection and acceptance of all work by City, and Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing work under this contract, final payment to Contractor will be made within one hundred twenty (120) days after such completion, inspection,

acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.

- 4.6. Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

- 4.7. Payment will be made within forty-five (45) days following City's receipt of the invoice, except for final payment under Section 4.5. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.8. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- 4.9. Any payment made by City before final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.

5. Inspection.

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Contractor's expense or to require at Contractor's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

6. Warranty.

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond.

7.1. Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.

7.2. The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specification Documents. Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.

7.3. The maintenance bond shall not be released until one (1) year after the acceptance of the work by City.

8. Performance Bond.

8.1. Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.

8.2. The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specification Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.

8.3. The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

9. Payment Bond.

9.1. Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the contract.

9.2. The payment bond is binding on Contractor, the subcontractor (if any), and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.

9.3. The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

10. Independent Contractor.

10.1. Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor and/or the Contractor's agents, employees or subcontractors.

11. Non-Discrimination.

11.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

11.2. Contractor agrees:

11.2.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;

11.2.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

11.2.3. That there may be deducted from the amount payable to Contractor by the City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

11.2.4. That this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification.

12.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

- 12.2. Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 12.3. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 12.4. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

13. Indemnification.

- 13.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

14. Insurance.

- 14.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and

shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.

Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- 14.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 14.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 14.3.1. Workers Compensation and Employer's Liability - Statutory Limits
 - 14.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 14.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

14.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

15. Force Majeure.

- 15.1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- 15.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

16. Default.

- 16.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- 16.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- 16.3. Contractor may also be considered in default by the City if any of the following occur:
 - 16.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - 16.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - 16.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - 16.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - 16.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

16.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.

16.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

17. Termination.

17.1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.

17.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.

17.3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

18. Subcontracting or Assignment of Contract.

18.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

19. Change Orders.

19.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

19.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

20. Amendments.

20.1. Any modification or amendment to the terms and conditions of the contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

21. Waiver of Rights.

21.1. No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

22. Applicable Laws.

22.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.

22.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.

22.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

23. Miscellaneous

23.1. Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

23.2. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.

23.3. These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

23.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

24. Severability.

24.1. In the event that any provision of the contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision of the contract.

25. Binding Effect.

25.1. All provisions, covenants, terms and conditions of this contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

26. Entire Agreement.

26.1. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

27. Authority to Execute.

27.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana

Goshen Board of Public Works and Safety
and Stormwater Board

Niblock Excavating

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date: _____

Barb Swartley, Member

DeWayne Riouse, Member

Date: _____



ITEMIZED BID FORM

2022 Paving Project

2022-0002

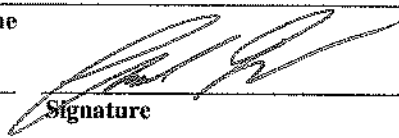
The original signed proposal must be submitted to the City of Goshen Clerk-Treasurer's Office, 202 South 5th Street, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Contractor certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Contractor and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Contractor and have obtained all necessary or applicable approvals to make this contract fully binding upon the Contractor.

Contractor: Niblock Excavating

Company Name

Chad Niblock
Print Name

President
Title



Signature

Address: PO Box 211, Bristol IN 46507

Telephone Number (s): Business: (574) 848-4437

Cell _____

Acknowledgement of Addenda Number(s) ONE (12/02/2021); TWO (12/02/2021)

The above bidder hereby submits the following offer to meet all of the requirements in the Specification Documents for the following cost:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LSUM	17,500.00	17,500.00
2	Temporary Maintenance of Traffic	1	LSUM	5,000.00	5,000.00
3	Construction Notice Board	1	EA	1,200.00	1,200.00
4	Construction Engineering	1	LSUM	7,500.00	7,500.00
5	Clearing of Right-of-Way	1	LSUM	5,500.00	5,500.00
6	Pavement Removal (All Types)	5,007	SYD	6.50	32,545.50
7	Curb & Gutter, Removal	130	LFT	10.00	1,300.00
8	Milling	90	SYD	10.00	900.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
9	Common Excavation	1,000	CYD	20.50	20,500.00
10	INDOT B-Borrow (Undistributed)	200	CYD	25.00	5,000.00
11	Storm Catch Basin & Casting, 30"	1	EA	2,750.00	2,750.00
12	Casting Replacement, Manhole	8	EA	1,850.00	14,800.00
13	Casting Reset & Chimney Reconstruction	8	EA	1,285.00	10,280.00
14	Linear Grading	0.38	MI	30,000.00	11,400.00
15	HMA, Type B, Surface, 9.5 mm	450	TON	107.50	48,375.00
16 (A.1)	HMA, Type B, Binder, 12.5 mm	735	TON	84.00	61,740.00
17	HMA Curb	465	LFT	15.00	6,975.00
18	Asphalt for Tack Coat (0.08 gal/syd)	1.83	TON	5.00	9.15
19	Compacted Aggregate, No. 53, Type O (Crushed Recycled Concrete is Acceptable)	1,817	TON	31.50	57,235.50
20	Stone, No. 2 (Undistributed) (Crushed Recycled Concrete is Acceptable)	225	LFT	35.00	7,875.00
21	Curb and Gutter, Replacement	225	LFT	27.00	6,075.00
22	PCCP Drive Approach	10	SYD	150.00	1,500.00
23	Limestone, No. 73, Drive Approach	50	TON	65.00	3,250.00
24	Landscape Restoration	1	LSUM	15,000.00	15,000.00
25 (A.1)	Erosion Control	1	LSUM	5,000.00	5,000.00
Total Base Bid				\$349,210.15	

Note: Please flag this sheet to simplify the bid opening.



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2022 CONCRETE PAVING PROJECT
(JN: 2022-0002A)**

DATE: December 13, 2021

On December 6, 2021, we received proposals for the above referenced project. Following are the results:

Rieth-Riley Construction - \$973,545.25
Premium Concrete - \$1,015,939.00
Milestone Construction - \$1,299,000.00
Selge Construction - \$1,309,396.05

The itemized bid tab is attached for your reference.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Reith-Riley Construction as the lowest responsive and responsible bidder.

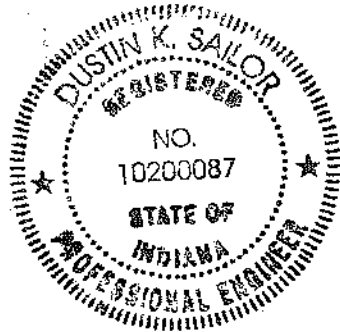
Requested Motion: Approve the Agreement with Rieth-Riley for the 2022 Concrete Paving project in the amount of \$973,545.25.

BASE BID			Rieth-Riley Construction		Premium Concrete		Milestone Construction		Selge Construction		
Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$12,480.61	\$12,480.61	\$40,000.00	\$40,000.00	\$64,000.00	\$64,000.00	\$55,000.00	\$55,000.00
2	1	LSUM	Temporary Maintenance of Traffic	\$10,982.11	\$10,982.11	\$12,000.00	\$12,000.00	\$29,500.00	\$29,500.00	\$32,500.00	\$32,500.00
3	1	LSUM	Construction Engineering	\$9,834.91	\$9,834.91	\$5,500.00	\$5,500.00	\$3,922.00	\$3,922.00	\$10,000.00	\$10,000.00
4	9,385	SYD	Concrete Pavement & Curb Removal	\$15.03	\$141,056.55	\$20.00	\$187,700.00	\$16.00	\$150,160.00	\$27.00	\$253,395.00
5	19	EA	Manhole & Curb Casting Reset/Adjust	\$515.68	\$9,797.92	\$350.00	\$6,650.00	\$2,000.00	\$38,000.00	\$350.00	\$6,650.00
6	9,385	SYD	6" Full Depth Class A Concrete	\$54.16	\$508,291.60	\$57.00	\$534,945.00	\$82.00	\$769,570.00	\$72.75	\$682,758.75
7	2,800	TON	6" No. 53 Crushed/Recycled Concrete	\$36.55	\$102,340.00	\$30.00	\$84,000.00	\$33.00	\$92,400.00	\$38.90	\$108,920.00
8	5,022	LFT	D-1 Contraction Joint	\$10.80	\$54,237.60	\$17.00	\$85,374.00	\$9.00	\$45,198.00	\$14.65	\$73,572.30
9	1,100	EA	Dowel Bars	\$33.54	\$36,894.00	\$13.00	\$14,300.00	\$21.00	\$23,100.00	\$19.00	\$20,900.00
10	120	CYD	Unsuitable Material, Undercutting	\$57.57	\$6,908.40	\$35.00	\$4,200.00	\$35.00	\$4,200.00	\$25.00	\$3,000.00
11	80	TON	No. 2 Crushed/Recycled Concrete	\$79.25	\$6,340.00	\$40.00	\$3,200.00	\$55.00	\$4,400.00	\$22.50	\$1,800.00
12	100	SYD	Concrete Sidewalk, 4"	\$181.80	\$18,180.00	\$100.00	\$10,000.00	\$118.00	\$11,800.00	\$107.00	\$10,700.00
13	65	SYD	Sidewalk Curb Ramp, ADA	\$538.69	\$35,014.85	\$186.00	\$12,090.00	\$214.00	\$13,910.00	\$180.00	\$11,700.00
14	470	LFT	Concrete Barrier Curb, 6"	\$37.91	\$17,817.70	\$24.00	\$11,280.00	\$82.00	\$38,540.00	\$60.00	\$28,200.00
15	100	LFT	Rolled Concrete Curb Removal & Replacement	\$33.69	\$3,369.00	\$47.00	\$4,700.00	\$103.00	\$10,300.00	\$103.00	\$10,300.00
BID AMOUNT TOTAL:					\$973,545.25		\$1,015,939.00		\$1,299,000.00		\$1,309,396.05

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

Dustin K. Sailor 12.08.21

Dustin Sailor, P.E.
 Director of Public Works
 City of Goshen



AGREEMENT

FOR

2022 CONCRETE ROADWAY REPAIR PROJECT, JN: 2022-0002

THIS AGREEMENT is entered into on _____, 2021, by and between Rieth-Riley Construction Co., Inc. ("Contractor"), whose mailing address is 25200 State Road 23, South Bend, IN 46614, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board ("City").

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services.

- 1.1. Contractor shall perform all work for the "2022 CONCRETE ROADWAY REPAIR PROJECT, JN: 2022-0002" in accordance with the complete Specification Documents which are incorporated by reference to this agreement. For the purposes of this agreement, all services shall be referred to as the "Project."
- 1.2. Contractor's Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, including detailed specifications, plans and drawings; and 3) Contractor's Proposal.

2. Effective Date; Contract Term; Liquidated Damages.

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the project as soon as practical in proper weather conditions.
- 2.3. Contractor shall complete the Project by September 1, 2022.
- 2.4. If Contractor does not complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to

Contractor, or Contractor shall pay to the City of Goshen, the sum of Two Hundred Fifty Dollars (\$250) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

3. Compensation.

- 3.1. City shall pay Contractor for the performance of the work based on the established unit prices for all labor and materials as set forth in Contractor's itemized proposal, a copy of which is attached to this agreement as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with the total cost for the Project estimated at Nine Hundred Seventy Three Thousand Five Hundred Forty Five Dollars and Twenty Five Cents (\$973,545.25) This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeree. The actual number of units used in the Project may be more or less than the estimated quantities, and payment on the contract will be based on the actual number of units used.
- 3.3. The prices shall cover and include Contractor providing all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage.

- 4.1. City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents.
- 4.2. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.3. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld under those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.4. Contractor shall submit to City proof that Contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services before final payment is made.

- 4.5. Upon completion of the Project, the final inspection and acceptance of all work by City, and Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing work under this contract, final payment to Contractor will be made within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 4.6. Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

- 4.7. Payment will be made within forty-five (45) days following City's receipt of the invoice, except for final payment under Section 4.5. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.8. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- 4.9. Any payment made by City before final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.

5. Inspection.

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Contractor's expense or to require at Contractor's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

6. Warranty.

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.

- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond.

- 7.1. Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- 7.2. The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specification Documents. Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- 7.3. The maintenance bond shall not be released until one (1) year after the acceptance of the work by City.

8. Performance Bond.

- 8.1. Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- 8.2. The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specification Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- 8.3. The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

9. Payment Bond.

- 9.1. Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the contract.

- 9.2. The payment bond is binding on Contractor, the subcontractor (if any), and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- 9.3. The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

10. Independent Contractor.

- 10.1. Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor and/or the Contractor's agents, employees or subcontractors.

11. Non-Discrimination.

- 11.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

- 11.2. Contractor agrees:

- 11.2.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national

origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;

- 11.2.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

- 11.2.3. That there may be deducted from the amount payable to Contractor by the City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 11.2.4. That this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification.

- 12.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- 12.2. Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 12.3. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 12.4. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

13. Indemnification.

- 13.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

14. Insurance.

- 14.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the

term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- 14.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 14.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 14.3.1. Workers Compensation and Employer's Liability - Statutory Limits
 - 14.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 14.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 14.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

15. Force Majeure.

- 15.1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- 15.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

16. Default.

- 16.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- 16.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the

time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.

- 16.3. Contractor may also be considered in default by the City if any of the following occur:
 - 16.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - 16.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - 16.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - 16.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - 16.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - 16.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - 16.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

17. Termination.

- 17.1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- 17.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.
- 17.3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

18. Subcontracting or Assignment of Contract.

- 18.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall

not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

19. Change Orders.

19.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

19.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

20. Amendments.

20.1. Any modification or amendment to the terms and conditions of the contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

21. Waiver of Rights.

21.1. No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

22. Applicable Laws.

22.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.

22.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.

22.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

23. Miscellaneous

- 23.1. Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.
- 23.2. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.
- 23.3. These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- 23.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

24. Severability.

- 24.1. In the event that any provision of the contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision of the contract.

25. Binding Effect.

- 25.1. All provisions, covenants, terms and conditions of this contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

26. Entire Agreement.

- 26.1. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

27. Authority to Execute.

- 27.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety
and Stormwater Board

Rieth-Riley Construction Co., Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date: _____

Barb Swartley, Member

DeWayne Riouse, Member

Date: _____

2022 CONCRETE ROAD REPAIR PROJECT
JN: 2022-0002
BID TAB

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LSUM	\$12,480.61	\$12,480.61
2	Temporary Maintenance of Traffic	1	LSUM	\$10,982.11	\$10,982.11
3	Construction Engineering	1	LSUM	\$9,834.91	\$9,834.91
4	Concrete Pavement and Curb Removal	9,385	SYD	\$15.03	\$141,056.55
5	Manhole and Curb Casting Reset/Adjust	19	EA	\$515.68	\$9,797.92
6	6" Full-Depth Class 'A' Concrete	9,385	SYD	\$54.16	\$508,291.60
7	6" #53 Crushed/Recycled Concrete	2,800	TONS	\$36.55	\$102,340.00
8	D-1 Contraction Joint	5,022	LFT	\$10.80	\$54,237.60
9	Dowel Bars	1,100	EA	\$33.54	\$36,894.00
10	Unsuitable Material, Undercutting (Undistributed)	120	CYS	\$57.57	\$6,908.40
11	#2 Crushed/Recycled Concrete (Undistributed)	80	TONS	\$79.25	\$6,340.00
12	Concrete Sidewalk, 4"	100	SYD	\$181.80	\$18,180.00
13	Sidewalk Curb Ramp, ADA	65	SYD	\$538.69	\$35,014.85
14	Concrete Barrier Curb, 6"	470	LFT	\$37.91	\$17,817.70
15	Rolled Concrete Curb Removal & Replacement	100	LFT	\$33.69	\$3,369.00
Total Base Bid				\$973,545.25	



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
 engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **CROSSING SUBDIVISION DRAINAGE IMPROVEMENT
(JN: 2020-0033)**

DATE: December 10, 2021

The City of Goshen Board of Works and Safety and Stormwater Board received bids for the Crossing Subdivision Drainage Improvement project on December 6, 2021. Three (3) bids were received:

	<u>Base Bid</u>	<u>Alternate A</u>	<u>Alternate B</u>
HRP Construction	\$1,448,000.00	\$1,372,544.00	\$1,389,836.00
Selge Construction	\$1,503,820.30	\$1,431,901.30	\$1,445,263.30
Niblock Excavating	\$1,759,717.00	\$1,666,969.00	\$1,678,759.00

Based upon a review of the bids and supporting documentation, staff recommends awarding Alternate A to HRP Construction as the lowest responsible and responsive bidder.

After receiving the bids, staff was notified by the design consultant that the cost for a grade beam was erroneously not included in the bid. Additionally, an easement was secured for a section of existing water main; therefore, it no longer requires relocation by the contractor. With these minor adjustments, staff negotiated the removal and addition of the following bid items:

Item	Qty.	Units	Description	Unit Cost	Cost
19B	202	LFT	Storm Sewer Pipe, Circular, 12 IN., PVC	\$50.00	-\$10,100.00
19D (Add)*	202	LFT	Storm Sewer Pipe, Circular, 12 IN., RCP	\$40.00	\$8,080.00
24	88	LFT	Water Main, 12 IN.	\$60.00	-\$5,280.00
25A	1	EA	Water Main Plug, 12 IN.	\$700.00	-\$700.00
25B	2	EA	Water Main Elbow, 22.5 Degree, 12 IN.	\$1,200.00	-\$2,400.00
26	1	EA	Butterfly Valve, 12 IN.	\$4,000.00	-\$4,000.00
27	1	EA	Fire Hydrant Assembly, Remove & Relocate	\$4,000.00	-\$4,000.00
ADD1	1	EA	Concrete Grade Beam	\$11,946.23	\$11,946.23
				Subtotal:	-\$6,453.77

**Note: 202 feet of 12 IN concrete storm pipe was added to the existing line for a total quantity of 353 LFT.*

Board of Works and Safety and Stormwater Board

December 10, 2021

Page 2

With the revisions agreed upon with the contractor, the revised contract amount for Addendum A is \$1,366,090.23.

This project is being funding by the Goshen Redevelopment Commission and Civil City.

Requested Motion: Move to award the modified Alternate A bid to HRP Construction in the amount of \$1,366,090.23.

THE CROSSING SUBDIVISION DRAINAGE - JN: 2020-0033
 MATERIAL BID TAB
 BID DUE DATE - DECEMBER 6, 2021

BASE BID				HRP Construction		Selge Construction		Niblock Excavating *	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Construction Notice Board	\$1,040.20	\$1,040.20	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
2	1	LSUM	Mobilization & Demobilization	\$70,000.00	\$70,000.00	\$81,500.00	\$81,500.00	\$65,000.00	\$65,000.00
3	1	LSUM	Maintenance of Traffic	\$4,440.00	\$4,440.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
4	1	LSUM	Construction Engineering	\$8,900.00	\$8,900.00	\$15,500.00	\$15,500.00	\$18,200.00	\$18,200.00
5	1	LSUM	Clearing of Right-of-Way	\$44,512.00	\$44,512.00	\$101,100.00	\$101,100.00	\$125,000.00	\$125,000.00
6A	1	LSUM	Earthwork	\$427,000.00	\$427,000.00	\$383,150.00	\$383,150.00	\$400,000.00	\$400,000.00
6B	1,300	CYD	Structure Backfill, Type 1	\$24.00	\$31,200.00	\$0.01	\$13.00	\$32.00	\$41,600.00
7A	2,310	LFT	Silt Fence	\$1.78	\$4,111.80	\$1.78	\$4,111.80	\$2.50	\$5,775.00
7B	1	LSUM	Temporary Erosion & Sediment Control	\$21,000.00	\$21,000.00	\$11,400.00	\$11,400.00	\$17,500.00	\$17,500.00
8	55	SYD	Milling, Transition	\$45.00	\$2,475.00	\$55.00	\$3,025.00	\$30.00	\$1,650.00
9	145	CYD	Compacted Aggregate for Base, No. 53	\$63.00	\$9,135.00	\$60.00	\$11,600.00	\$50.00	\$7,250.00
10	2,520	SYD	Compacted Asphalt Millings, 8"	\$18.00	\$45,360.00	\$17.25	\$43,470.00	\$13.00	\$32,760.00
11A	65	TON	HMA Surface, 9.5mm, Type B	\$186.00	\$12,090.00	\$110.00	\$7,150.00	\$110.00	\$7,150.00
11B	105	TON	HMA Intermediate, 19.0 mm, Type B	\$198.00	\$14,490.00	\$90.00	\$9,450.00	\$90.00	\$9,450.00
11C	115	TON	HMA Base, 25.0 mm, Type B	\$137.00	\$15,755.00	\$85.00	\$9,775.00	\$85.00	\$9,775.00
12	1,295	SYD	Asphalt for Tack Coat	\$0.60	\$777.00	\$0.50	\$647.50	\$0.50	\$647.50
13	150	SYD	Concrete Sidewalk, 4"	\$95.00	\$14,250.00	\$69.00	\$10,350.00	\$65.00	\$9,750.00
14	470	LFT	Concrete Curb & Gutter	\$34.00	\$15,980.00	\$24.00	\$11,280.00	\$25.00	\$11,750.00
15A	450	SYD	Riprap, Revetment	\$60.00	\$27,000.00	\$66.00	\$29,700.00	\$57.50	\$25,875.00
15B	450	SYD	Geotextile	\$1.35	\$607.50	\$14.10	\$6,345.00	\$9.50	\$4,275.00
16	815	SYD	Grass Pavers	\$112.00	\$91,280.00	\$110.04	\$89,882.60	\$180.00	\$146,700.00
17A	70,700	SYD	Mulched Seeding	\$0.67	\$47,369.00	\$0.54	\$38,178.00	\$0.75	\$53,025.00
17B	33,650	SYD	Erosion Control Blankets	\$1.56	\$50,475.00	\$1.50	\$50,475.00	\$2.25	\$75,712.50
18A	2,825	LFT	Fence, Chain Link, 48 in.	\$28.50	\$80,512.50	\$21.73	\$61,387.25	\$53.00	\$149,725.00
18B	860	LFT	Fence, Privacy, White, Vinyl, 72 in.	\$48.50	\$30,890.00	\$45.14	\$29,792.40	\$85.00	\$66,100.00
18C	1	EA	Fence, Chain Link, 48 in., Dbl Leaf Gate	\$500.00	\$500.00	\$925.00	\$925.00	\$5,950.00	\$5,950.00
19A	509	LFT	Storm Sewer Pipe, Circular, 10", Duct Iron	\$50.00	\$25,450.00	\$91.75	\$46,700.75	\$75.00	\$38,175.00
19B	202	LFT	Storm Sewer Pipe, Circular, 12", PVC	\$90.00	\$18,180.00	\$90.75	\$18,331.50	\$72.50	\$14,645.00
19C	1,572	LFT	Storm Sewer Pipe, Circular, 18", PVC	\$80.00	\$125,760.00	\$127.75	\$200,823.00	\$117.50	\$184,710.00
19D	151	LFT	Storm Sewer Pipe, Circular, 12", RCP	\$40.00	\$6,040.00	\$109.50	\$16,534.50	\$48.50	\$7,323.50
19E	36	LFT	Storm Sewer Pipe, Circular, 15", RCP	\$45.00	\$1,620.00	\$114.60	\$4,122.00	\$53.75	\$1,935.00
19F	111	LFT	Storm Sewer Pipe, Circular, 18", RCP	\$50.00	\$5,550.00	\$117.00	\$12,987.00	\$58.50	\$6,493.50
20	470	LFT	Underdrain, 8 in.	\$20.00	\$9,400.00	\$31.30	\$14,711.00	\$35.50	\$16,865.00
21A	1	EA	Standard Inlet, 30 in.	\$3,000.00	\$3,000.00	\$1,820.00	\$1,820.00	\$2,050.00	\$2,050.00
21B	20	EA	Standard Manhole, 48 in.	\$3,500.00	\$70,000.00	\$2,810.00	\$56,200.00	\$3,000.00	\$60,000.00
21C	4	EA	Outlet Control Manhole, 48 in.	\$5,000.00	\$20,000.00	\$3,650.00	\$14,600.00	\$3,800.00	\$15,200.00
21D	10	EA	Drywell, 1200 Gallon	\$4,000.00	\$40,000.00	\$6,340.00	\$63,400.00	\$4,600.00	\$46,000.00
22A	1	EA	Pipe End Section, 10 in.	\$250.00	\$250.00	\$205.00	\$205.00	\$625.00	\$625.00
22B	4	EA	Pipe End Section, 12 in.	\$800.00	\$3,200.00	\$330.00	\$1,320.00	\$625.00	\$2,500.00
22C	2	EA	Pipe End Section, 15 in.	\$350.00	\$700.00	\$370.00	\$740.00	\$860.00	\$1,720.00
22D	3	EA	Pipe End Section, 18 in.	\$500.00	\$1,500.00	\$480.00	\$1,440.00	\$750.00	\$2,250.00
23	1	EA	Castling, Adjust to Grade	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$500.00	\$500.00
24	88	LFT	Water Main, 12 in.	\$60.00	\$5,280.00	\$128.00	\$11,376.00	\$95.00	\$8,360.00
25A	1	EA	Water Main Plug, 12 in.	\$700.00	\$700.00	\$530.00	\$530.00	\$870.00	\$870.00
25B	2	EA	Water Main Elbow, 22.5 Degree, 12 in.	\$1,200.00	\$2,400.00	\$860.00	\$1,720.00	\$1,065.00	\$2,130.00
26	1	EA	Butterfly Valve, 12 in.	\$4,000.00	\$4,000.00	\$2,740.00	\$2,740.00	\$3,850.00	\$3,850.00
27	1	EA	Fire Hydrant Assembly, Remove / Relocate	\$4,000.00	\$4,000.00	\$4,320.00	\$4,320.00	\$5,000.00	\$5,000.00
28	200	CYD	Topsoil - Haul In	\$30.00	\$6,000.00	\$25.00	\$5,000.00	\$35.00	\$7,000.00
29	270	CYD	Compacted Aggregate for Base, No. 2	\$50.00	\$13,500.00	\$42.50	\$11,475.00	\$90.00	\$24,300.00
30	800	SYD	Geotextile for Subgrade, Type 2B	\$2.50	\$2,000.00	\$2.35	\$1,880.00	\$5.00	\$4,000.00
31	1	EA	Outlet Control Structure, 4'x4'	\$9,800.00	\$9,800.00	\$11,950.00	\$11,950.00	\$9,500.00	\$9,500.00
32	170	LFT	Relocate Water Service, 2" w/ Tracer Wire	\$40.00	\$6,800.00	\$27.50	\$4,675.00	\$27.50	\$4,675.00
BID AMOUNT TOTAL:					\$1,448,000.00		\$1,503,820.30		\$1,769,717.00

ALTERNATE A				Unit Price		Amount		Unit Price		Amount	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	1,572	LFT	Storm Sewer Pipe, Circular, 18in, RCP	\$32.00	\$50,304.00	\$62.00	\$128,904.00	\$58.50	\$91,962.00		
A2	1,572	LFT	Deduct - Storm Sewer Pipe, Circular, 18in, PVC	-\$80.00	-\$125,760.00	-\$127.75	-\$200,823.00	-\$117.50	-\$184,710.00		
ALTERNATE A TOTAL:					-\$75,456.00		-\$71,919.00		-\$92,748.00		
TOTAL AMOUNT OF BASE BID + ALTERNATE A:					\$1,372,544.00		\$1,431,901.30		\$1,666,969.00		

ALTERNATE B				Unit Price		Amount		Unit Price		Amount	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B1	1,572	LFT	Storm Sewer Pipe, Circ, 18in., HP PP Pipe	\$43.00	\$67,596.00	\$90.50	\$142,266.00	\$66.00	\$103,752.00		
B2	1,572	LFT	Deduct - Storm Sewer Pipe, Circ, 18in, PVC	-\$80.00	-\$125,760.00	-\$127.75	-\$200,823.00	-\$117.50	-\$184,710.00		
ALTERNATE B TOTAL:					-\$58,164.00		-\$58,557.00		-\$80,958.00		
TOTAL AMOUNT OF BASE BID + ALTERNATE B:					\$1,389,836.00		\$1,445,263.30		\$1,676,769.00		

* Niblock Excavating had a mathematical error on Line 19B, making their actual bids \$852.50 higher than on their written bid.

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

Dustin K. Sailor 12.08.21
 Dustin K. Sailor, P.E.
 Director of Public Works
 City of Goshen, Indiana



AGREEMENT

FOR

WEST GOSHEN – CROSSING SUBDIVISION DRAINAGE IMPROVEMENT PROJECT (JOB NO. 2020-0033)

THIS AGREEMENT is entered into on _____, 2021, by and between **HRP Construction, Inc.** (“Contractor”), whose mailing address is P.O. Box 266, South Bend, Indiana 46624-0266, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission (collectively termed “City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services

- 1.1. Contractor shall preform all work for the West Goshen - Crossing Subdivision Drainage Improvement Project - JN: 2020-0033 in accordance with the complete Specification Documents which are incorporated by reference into this agreement. For the purposes of this agreement, all construction work and services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor, are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (a) this agreement; (b) the Specification Documents for the Project, including detailed specifications, plans and drawings; and (c) Contractor’s Proposal.

2. Effective Date; Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety, Goshen Redevelopment Commission and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by November 1, 2022. Stabilization of detention basins and all earthwork shall be completed by September 15, 2022. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is

not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500.00) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

3. Compensation

- 3.1. City shall pay Contractor for the performance of the work based on established unit prices for the work items as set forth in Contractor's itemized proposal, which has been modified during negotiations to reflect the following changes.
 1. Item 19B has been removed and the quantity has been added to Item 19D.
 2. Item 19D increased quantity by 202 LFT.
 3. Items 24 – 27 have been removed as the City will be obtaining an easement which eliminates the need for relocation of the water main.
 4. Alternate A has been included (Items A1 and A2).
 5. Item ADD1 has been added to account for a concrete grade beam that was required as part of the plans but not labeled correctly or included on the original Bid Form.

An updated table has been attached as Exhibit A.

- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with a total cost for the Project estimated at One Million Three Hundred Sixty Six Thousand Ninety Dollars and Twenty-Three Cents (\$1,366,090.23). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder. The actual number of units used in the Project may be more or less than the estimated quantities, and payment to Contractor on the contract will be based on the established unit prices and the actual number of units used.
- 3.3. The prices shall cover and include all Contractor's costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage

- 4.1. Upon receipt of a detailed invoice, City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.2. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.

- 4.3. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 4.4. Upon Contractor's completion of the Project in accordance with the Specification Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 4.5. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Redevelopment Department
204 E Jefferson St, Ste 6
Goshen, IN 46528

- 4.6. Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice, except for final payment under Section 4.4. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.7. Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.
- 4.8. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

5. Materials and Workmanship; Inspection

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- 5.2. Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- 5.3. City's representative shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- 5.4. City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or

nonconformance after written notice from City. Such correction shall also include the removal from the work site.

- 5.5. In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

6. Warranty

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond

- 7.1. Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- 7.2. The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specification Documents. Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- 7.3. The maintenance bond shall not be released until three (3) years after the acceptance of the work by City.

8. Performance Bond

- 8.1. Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- 8.2. The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specification Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- 8.3. The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

9. Payment Bond

- 9.1. Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the contract.
- 9.2. The payment bond is binding on Contractor, the subcontractor (if any), and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- 9.3. The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

10. Independent Contractor

- 10.1. Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- 10.2. Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

11. Non-Discrimination

- 11.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Contractor agrees:

- 11.1.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.1.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

11.1.3. That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

11.1.4. That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification

12.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

12.2. Before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.

12.3. Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien.

12.4. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

12.5. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

13. Drug Testing Program

13.1. Contractor, including any subcontractor of Contractor, must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. as described in Contractor's written plan submitted with their proposal.

13.2. City may cancel or terminate this contract in the event Contractor, including any subcontractor of Contractor, fails to implement the employee drug testing program during the term of the contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.

14. Contractor Compliance with Other Laws

14.1. In accordance with Indiana Code § 5-16-13-11, Contractor agrees:

14.1.1. Contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.

- 14.1.2. Contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
- 14.1.3. Contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
- 14.1.4. Contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
- 14.1.5. Contractor shall comply with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- 14.2. In accordance with Indiana Code § 5-16-13-13, Contractor, including any subcontractor of Contractor, shall preserve all payroll and related records for all employees performing work under the Project for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

15. Indemnification

- 15.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

16. Insurance

- 16.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- 16.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 16.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 16.3.1. Workers Compensation and Employer's Liability - Statutory Limits
 - 16.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 16.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 16.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

17. Force Majeure

- 17.1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- 17.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

18. Default

- 18.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- 18.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than thirty (30) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- 18.3. Contractor may also be considered in default by the City if any of the following occur:
 - 18.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - 18.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - 18.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - 18.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - 18.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - 18.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - 18.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

19. Termination

- 19.1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- 19.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.
- 19.3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

20. Subcontracting or Assignment of Contract

- 20.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

21. Change Orders

- 21.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.
- 21.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

22. Amendments

- 22.1. Any modification or amendment to the terms and conditions of the contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

23. Waiver of Rights

- 23.1. No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

24. Applicable Laws

- 24.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.
- 24.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.
- 24.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations

in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

25. Miscellaneous

- 25.1. Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.
- 25.2. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- 25.3. These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- 25.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

26. Severability

- 26.1. In the event that any provision of the contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision of the contract.

27. Binding Effect

- 27.1. All provisions, covenants, terms and conditions of this contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

28. Authority to Execute

- 28.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety

HRP Construction Inc.

Jeremy P. Stutsman, Mayor

Date: _____

Board of Public Works & Safety Member

Date: _____

Board of Public Works & Safety Member

Date: _____

Board of Public Works & Safety Member

Date: _____

Board of Public Works & Safety Member

Date: _____

Printed: _____

Title: _____

Date: _____

City of Goshen, Indiana
Goshen Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date: _____

THE CROSSING SUBDIVISION DRAINAGE - JN: 2020-0033
MATERIAL BID TAB
BID DUE DATE - DECEMBER 6, 2021

BASE BID

HRP Construction

Item No.	Est. Quantity	Unit	Description	Unit Price	Amount
1	1	LSUM	Construction Notice Board	\$1,040.20	\$1,040.20
2	1	LSUM	Mobilization & Demobilization	\$70,000.00	\$70,000.00
3	1	LSUM	Maintenance of Traffic	\$4,440.00	\$4,440.00
4	1	LSUM	Construction Engineering	\$8,900.00	\$8,900.00
5	1	LSUM	Clearing of Right-of-Way	\$44,512.00	\$44,512.00
6A	1	LSUM	Earthwork	\$427,000.00	\$427,000.00
6B	1,300	CYD	Structure Backfill, Type 1	\$24.00	\$31,200.00
7A	2,310	LFT	Silt Fence	\$1.78	\$4,111.80
7B	1	LSUM	Temporary Erosion & Sediment Control	\$21,000.00	\$21,000.00
8	55	SYD	Milling, Transition	\$45.00	\$2,475.00
9	145	CYD	Compacted Aggregate for Base, No. 53	\$63.00	\$9,135.00
10	2,520	SYD	Compacted Asphalt Millings, 8"	\$18.00	\$45,360.00
11A	65	TON	HMA Surface, 9.5mm, Type B	\$186.00	\$12,090.00
11B	105	TON	HMA Intermediate, 19.0 mm, Type B	\$138.00	\$14,490.00
11C	115	TON	HMA Base, 25.0 mm, Type B	\$137.00	\$15,755.00
12	1,295	SYD	Asphalt for Tack Coat	\$0.60	\$777.00
13	150	SYD	Concrete Sidewalk, 4"	\$95.00	\$14,250.00
14	470	LFT	Concrete Curb & Gutter	\$34.00	\$15,980.00
15A	450	SYD	Riprap, Revetment	\$60.00	\$27,000.00
15B	450	SYD	Geotextile	\$1.35	\$607.50
16	815	SYD	Grass Pavers	\$112.00	\$91,280.00
17A	70,700	SYD	Mulched Seeding	\$0.67	\$47,369.00
17B	33,650	SYD	Erosion Control Blankets	\$1.50	\$50,475.00
18A	2,825	LFT	Fence, Chain Link, 48 in.	\$28.50	\$80,512.50
18B	660	LFT	Fence, Privacy, White, Vinyl, 72 in.	\$46.50	\$30,690.00
18C	1	EA	Fence, Chain Link, 48 in., Dbl Leaf Gate	\$500.00	\$500.00
19A	509	LFT	Storm Sewer Pipe, Circular, 10", Duct Iron	\$50.00	\$25,450.00
19B	0	LFT	Storm Sewer Pipe, Circular, 12", PVC	\$50.00	\$0.00
19C	0	LFT	Storm Sewer Pipe, Circular, 18", PVC	\$80.00	\$0.00
19D	353	LFT	Storm Sewer Pipe, Circular, 12", RCP	\$40.00	\$14,120.00
19E	36	LFT	Storm Sewer Pipe, Circular, 15", RCP	\$45.00	\$1,620.00
19F	111	LFT	Storm Sewer Pipe, Circular, 18", RCP	\$50.00	\$5,550.00
20	470	LFT	Underdrain, 6 in.	\$20.00	\$9,400.00
21A	1	EA	Standard Inlet, 30 in.	\$3,000.00	\$3,000.00
21B	20	EA	Standard Manhole, 48 in.	\$3,500.00	\$70,000.00
21C	4	EA	Outlet Control Manhole, 48 in.	\$5,000.00	\$20,000.00
21D	10	EA	Drywell, 1200 Gallon	\$4,000.00	\$40,000.00
22A	1	EA	Pipe End Section, 10 in.	\$250.00	\$250.00
22B	4	EA	Pipe End Section, 12 in.	\$300.00	\$1,200.00
22C	2	EA	Pipe End Section, 15 in.	\$350.00	\$700.00
22D	3	EA	Pipe End Section, 18 in.	\$500.00	\$1,500.00
23	1	EA	Casting, Adjust to Grade	\$2,000.00	\$2,000.00
24	0	LFT	Water Main, 12 in.	\$60.00	\$0.00
25A	0	EA	Water Main Plug, 12 in.	\$700.00	\$0.00
25B	0	EA	Water Main Elbow, 22.5 Degree, 12 in.	\$1,200.00	\$0.00
26	0	EA	Butterfly Valve, 12 in.	\$4,000.00	\$0.00
27	0	EA	Fire Hydrant Assembly, Remove / Relocate	\$4,000.00	\$0.00
28	200	CYD	Topsoil - Haul In	\$30.00	\$6,000.00
29	270	CYD	Compacted Aggregate for Base, No. 2	\$50.00	\$13,500.00
30	800	SYD	Geotextile for Subgrade, Type 2B	\$2.50	\$2,000.00
31	1	EA	Outlet Control Structure, 4'x4'	\$9,800.00	\$9,800.00
32	170	LFT	Relocate Water Service, 2" w/ Tracer Wire	\$40.00	\$6,800.00
Alt A1	1,572	LFT	Storm Sewer Pipe, Circular, 18", RCP	\$32.00	\$50,304.00
ADD1	1	EA	Concrete Grade Beam	\$11,946.23	\$11,946.23
BID AMOUNT TOTAL:					\$1,366,090.23



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **WILDEN AVENUE TREE CLEARING
(JN: 2014-0035)**

DATE: December 13, 2021

On December 6, 2021, we received proposals for the above referenced project. Following are the results:

J. Ranck Electric - \$279,890.00

The itemized bid tab is attached for your reference.

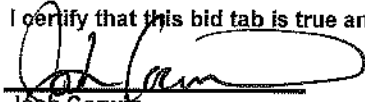
The Engineering Department is requesting the Board of Public Works and Safety to award the contract to J. Ranck Electric as the lowest responsive and responsible bidder.

Requested Motion: Approve the Agreement with J. Ranck Electric for the Wilden Avenue Tree Clearing project in the amount of \$279,890.00.

WILDEN AVENUE TREE CLEARING - JN: 2014-0035
 MATERIAL BID TAB
 BID DUE DATE - DECEMBER 6, 2022

BASE BID				J. Ranck Electric	
Item No.	Estimated		Description	Unit Price	Amount
	Quantity	Unit			
1	1	LSUM	Mobilization & Demobilization	\$15,000.00	\$15,000.00
2	1	LSUM	Maintenance of Traffic	\$20,000.00	\$20,000.00
3	29	EA	Tree Removal, 6"	\$400.00	\$11,600.00
4	7	EA	Tree Removal, 10"	\$970.00	\$6,790.00
5	28	EA	Tree Removal, 18"	\$2,100.00	\$58,800.00
6	30	EA	Tree Removal, 30"	\$3,000.00	\$90,000.00
7	13	EA	Tree Removal, 48"	\$5,300.00	\$68,900.00
8	1	EA	Tree Removal, 60"	\$8,800.00	\$8,800.00
BID AMOUNT TOTAL:					\$279,890.00

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.


 Josh Corwin
 Traffic Engineer
 City of Goshen

AGREEMENT

FOR

WILDEN AVENUE TREE CLEARING, JN 2014-0035

THIS AGREEMENT is entered into on _____, 20____, by and between **J. Ranck Electric, Inc.** (“Contractor”), whose mailing address is 1993 Gover Parkway, Mt. Pleasant, MI 48858, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services.

- 1.1. Contractor shall perform all work for the WILDEN AVENUE TREE CLEARING, JN 2014-0035 in accordance with the complete Specification Documents which are incorporated by reference into this agreement. For the purposes of this agreement, all work and services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (a) this agreement; (b) the Specification Documents for the Project, including detailed specifications, plans and drawings; and (c) Contractor’s Proposal.

2. Effective Date; Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by January 31, 2022. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or

Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500.00) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

3. Compensation

- 3.1. City shall pay Contractor for the performance of the work based on a unit prices as set forth in Contractor's itemized proposal, a copy of which is attached as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with a total cost for the Project estimated at **Two Hundred Seventy Nine Thousand Eight Hundred Ninety Dollars (\$279,890.00)**. This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. The actual number of units used in the Project may be more or less than the estimated quantities, and payment to Contractor on the contract will be based on the established unit prices and the actual number of units used.
- 3.3. The prices shall cover and include all Contractor's costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment

- 4.1. Upon receipt of a detailed invoice, City shall pay Contractor for the work under this contract upon Contractor's completion of the Project in accordance with the Specification Documents, and the final inspection and acceptance by City.
- 4.2. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 4.3. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528
- 4.4. Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the evidence of payment for labor and materials furnished and the detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.5. Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.
- 4.6. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

5. Payment and Retainage

- 5.1. Upon receipt of a detailed invoice, City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 5.2. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 5.3. Upon Contractor's completion of the Project in accordance with the Specification Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 5.4. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528
- 5.5. Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 5.6. Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.
- 5.7. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

6. Materials and Workmanship; Inspection

- 6.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- 6.2. Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.

- 6.3. City's representative shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- 6.4. City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City. Such correction shall also include the removal from the work site.
- 6.5. In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

7. Performance Bond

- 7.1. Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- 7.2. The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specification Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- 7.3. The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

8. Payment Bond

- 8.1. Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the contract.
- 8.2. The payment bond is binding on Contractor, the subcontractor (if any), and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.
- 8.3. The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

9. Independent Contractor

- 9.1. Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- 9.2. Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

10. Non-Discrimination

- 10.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.
- 10.2. Contractor agrees:
- 10.2.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 10.2.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 10.2.3. That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 10.2.4. That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

11. Employment Eligibility Verification

- 11.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- 11.2. Before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- 11.3. Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien.

- 11.4. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 11.5. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

12. Drug Testing Program

- 12.1. Contractor, including any subcontractor of Contractor, must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. as described in Contractor's written plan submitted with their proposal.
- 12.2. City may cancel or terminate this contract in the event Contractor, including any subcontractor of Contractor, fails to implement the employee drug testing program during the term of the contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.

13. Contractor Compliance with Other Laws

- 13.1. In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
 - 13.1.1. Contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.
 - 13.1.2. Contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
 - 13.1.3. Contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
 - 13.1.4. Contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
 - 13.1.5. Contractor shall comply with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- 13.2. In accordance with Indiana Code § 5-16-13-13, Contractor, including any subcontractor of Contractor, shall preserve all payroll and related records for all employees performing work under the Project for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

14. Indemnification

- 14.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such

indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

15. Insurance

- 15.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- 15.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 15.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 15.3.1. Workers Compensation and Employer's Liability - Statutory Limits
 - 15.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 15.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 15.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

16. Force Majeure

- 16.1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- 16.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

17. Default

- 17.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- 17.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than thirty (30) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in

any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

17.3. Contractor may also be considered in default by the City if any of the following occur:

17.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.

17.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

17.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

17.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

17.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

17.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.

17.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

18. Termination

18.1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.

18.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.

18.3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

19. Subcontracting or Assignment of Contract

19.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

20. Change Orders

20.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

20.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed

by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

21. Amendments

21.1. Any modification or amendment to the terms and conditions of the contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

22. Waiver of Rights

22.1. No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

23. Applicable Laws

23.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.

23.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.

23.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

24. Miscellaneous

24.1. Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

24.2. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

24.3. These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

24.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

25. Severability

25.1. In the event that any provision of the contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision of the contract.

26. Binding Effect

26.1. All provisions, covenants, terms and conditions of this contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

27. Authority to Execute

27.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety

J. Ranck Electric, Inc.

Jeremy P. Stutsman, Mayor

Date: _____

Printed: _____

Title: _____

Date: _____

PART 2-A – WORK ITEMS AND UNIT PRICES

16TH STREET RECONSTRUCTION PROJECT, JN: 2020-0038

Contractor Name: J. Ranck Electric, Inc.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LSUM	\$15,000.00	\$15,000.00
2	Maintenance of Traffic	1	LSUM	\$20,000.00	\$20,000.00
3	Tree Removal, 6 in.	29	EA	\$400.00	\$11,600.00
4	Tree Removal, 10 in.	7	EA	\$970.00	\$6,790.00
5	Tree Removal, 18 in.	28	EA	\$2,100.00	\$58,800.00
6	Tree Removal, 30 in.	30	EA	\$3,000.00	\$90,000.00
7	Tree Removal, 48 in.	13	EA	\$5,300.00	\$68,900.00
8	Tree Removal, 60 in.	1	EA	\$8,800.00	\$8,800.00
TOTAL AMOUNT BID =					\$279,890.00



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Board of Public Works & Safety

From: Becky Hutsell, Redevelopment Director

Date: December 13, 2021

RE: Request to Reject Proposals received for the New Goshen Parks Maintenance Facility Construction Project (JN: 2021-0022)

The City of Goshen Board of Works and Safety and Stormwater Board received bids for the New Goshen Parks Maintenance Facility Construction project on December 6, 2021. One (1) bid was received:

	<u>Base Bid</u>	<u>+ Alternate A</u>	<u>+ Alternate B</u>
R Yoder Construction	\$2,751,600.00	\$2,771,600.00	\$2,769,288.00

Based upon a review of the bids and supporting documentation, staff is recommending that the proposal be rejected based upon the following:

1. Only one (1) proposal was received;
2. Proposal price exceeds the Engineer's Estimate by more than 20%; and
3. There is insufficient funding to proceed with the project at the proposed price.

This project is being developed and funded by both the Goshen Redevelopment Commission and Civil City.

Requested Motion: Request to Reject Proposal from R Yoder Construction for the New Goshen Parks Maintenance Facility Construction Project

GOSHEN PARKS MAINTENANCE BUILDING PROJECT - JN: 2020-0033
MATERIAL BID TAB
BID DUE DATE - DECEMBER 6, 2021

BASE BID - SITE WORK

BASE BID - SITE WORK				R. Yoder Construction	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount
1	1	LSUM	Construction Notice Board	\$1,156.00	\$1,156.00
2	1	LSUM	Mobilization & Demobilization	\$7,743.00	\$7,743.00
3	1	LSUM	Maintenance of Traffic	\$3,293.00	\$3,293.00
4	1	LSUM	Construction Engineering	\$13,867.00	\$13,867.00
5	1	LSUM	Clearing	\$867.00	\$867.00
6A	1	EA	Building, Remove	\$10,123.00	\$10,123.00
6B	3	EA	Structure, Remove	\$693.00	\$2,079.00
6C	250	LFT	Pipe, Remove	\$10.00	\$2,500.00
6D	25	LFT	Guard Rail, Remove	\$12.00	\$300.00
6E	50	SYD	Concrete, Remove	\$25.50	\$1,275.00
6F	1	EA	Light Pole, Remove	\$1,156.00	\$1,156.00
7A	1	LSUM	Earthwork	\$74,453.00	\$74,453.00
7B	500	CYD	Structure Backfill (Undistributed)	\$12.00	\$6,000.00
8A	390	LFT	Silt Fence	\$3.00	\$1,170.00
8B	9	EA	Inlet Protection	\$173.00	\$1,557.00
8C	1	LSUM	Temporary Erosion and Sediment Control	\$4,678.00	\$4,678.00
9	2,600	TON	Compacted Aggregate for Base, No. 53	\$16.00	\$41,600.00
10A	290	TON	HMA Surface, 9.5mm, Type B	\$14.00	\$4,060.00
10B	940	TON	HMA Base, 25.0 mm, Type B	\$77.00	\$72,380.00
10C	1	LSUM	HMA Pavement Patch - Jackson Street	\$6,009.00	\$6,009.00
10D	1	LSUM	HMA Pavement Patch - Alley	\$2,889.00	\$2,889.00
11	3,240	SYD	Asphalt for Tack Coat	\$0.50	\$1,620.00
12	7	SYD	Concrete Curb Ramp	\$124.00	\$868.00
13	80	SYD	Concrete Sidewalk, 4"	\$68.00	\$5,440.00
14	440	LFT	Concrete Curb	\$35.00	\$15,400.00
15	360	SYD	Concrete Pavement, Reinforced	\$74.00	\$26,640.00
16	540	SYD	PCCP for Approaches, 8 IN.	\$22.00	\$11,880.00
17A	70	SYD	Landscape Stone, Retement	\$60.00	\$4,200.00
17B	70	SYD	Geotextile	\$4.00	\$280.00
18A	2,950	SYD	Mulched Seeding, Type U	\$2.50	\$7,375.00
18B	1,120	SYD	Erosion Control Blankets	\$1.25	\$1,400.00
19A	1,000	LFT	Fence, Chain Link, Privacy Slats, 8 FT.	\$76.00	\$76,000.00
19B	2	EA	Fence, Chain Link, Gates, Motorized, 8 FT.	\$22,297.00	\$44,594.00
20A	312	LFT	Storm Sewer Pipe, Circular, 8 IN., PVC	\$29.00	\$9,048.00
20B	355	LFT	Storm Sewer Pipe, Circular, 10 IN., D.I. Class 50	\$88.00	\$31,240.00
20C	81	LFT	Storm Sewer Pipe, Circular, 12 IN., PVC	\$42.00	\$3,402.00
20D	74	LFT	Storm Sewer Pipe, Circular, 12 IN., D.I. Class 50	\$87.00	\$6,438.00
20E	1	EA	Storm Sewer Pipe, Snout, 10 IN.	\$1,803.00	\$1,803.00
20F	1	EA	Storm Sewer Pipe, Snout, 12 IN.	\$1,803.00	\$1,803.00
20G	1	LSUM	Connect Roof Downspouts to Storm Sewer	\$6,606.00	\$6,606.00
20H	1	EA	Storm Sewer Pipe, Snout Bio-Skirt	\$751.00	\$751.00
21A	3	EA	Standard Inlet, 30 IN.	\$1,423.00	\$4,269.00
21B	1	EA	Standard Catch Basin, 30 IN.	\$1,712.00	\$1,712.00
21C	1	EA	Standard Manhole, 48 IN.	\$2,471.00	\$2,471.00
21D	1	EA	Standard Manhole, 60 IN.	\$4,584.00	\$4,584.00
21E	2	EA	Standard Manhole with Sump, 48 IN.	\$2,808.00	\$5,616.00
21F	1	EA	Standard Inlet with Orifice Opening, 30 IN.	\$2,742.00	\$2,742.00
21G	1	EA	1,000 Gallon Oil & Water Separator	\$4,627.00	\$4,627.00
22A	5	EA	Pipe End Section, 10 IN.	\$1,065.00	\$5,325.00
22B	1	EA	Pipe End Section, 12 IN.	\$1,065.00	\$1,065.00
23A	531	LFT	Sanitary Sewer Pipe, PVC, SDR 35, Circular, 6 IN.	\$40.00	\$21,240.00
23B	5	EA	Sanitary Sewer, Clean-Out, 2-Way	\$1,081.00	\$5,405.00
24	1	EA	Standard Sanitary Manhole, 48 IN.	\$3,238.00	\$3,238.00
25	1	EA	Water Service Connection	\$2,369.00	\$2,369.00
26	400	LFT	Water Service, HDPE, 2 IN. IPS, with Tracer Wire	\$12.00	\$4,800.00
27A	920	LFT	Line, Thermoplastic, Solid, White, 4 IN.	\$6.00	\$5,520.00
27B	2	EA	Pavement Message, ADA Symbol, White	\$116.00	\$232.00
27C	1	EA	Pavement Message, Railroad Symbol, White	\$200.00	\$200.00
28	2	EA	Sheet Sign and Post	\$347.00	\$694.00
29A	1,600	LFT	Exterior Utility Conduit, PVC Sch.80, 1 IN.	\$1.25	\$2,000.00
29B	400	LFT	Exterior Utility Conduit, PVC Sch.80, 4 IN.	\$10.00	\$4,000.00
30	1	EA	Diesel Tank with Automatic Shutoff and Structure	\$13,875.00	\$13,875.00
TOTAL AMOUNT OF SITE WORK BASE BID:					\$611,927.00

ALTERNATE A - SITE WORK

Item No.	Est. Quantity	Unit	Description	Unit Price	Amount
A1	1	LSUM	Rainwater Harvesting System	\$20,000.00	\$20,000.00
ALTERNATE A TOTAL:					\$20,000.00
TOTAL AMOUNT OF SITE WORK BASE BID + ALTERNATE A:					\$631,927.00

ALTERNATE B - SITE WORK

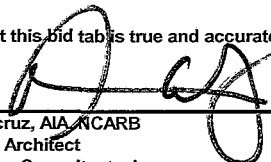
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount
B1	1,000	LFT	Fence, Chain Link, Black Vinyl Coated, Privacy Slats, 8 FT.	\$87.00	\$87,000.00
B2	1,000	LFT	Deduct - Fence, Chain Link, Privacy Slats, 8 FT.	-\$76.00	-\$76,000.00
B3	2	EA	Fence, Chain Link, Gates, Black Vinyl Coated, Motorized, 8 FT.	\$25,641.00	\$51,282.00
B4	2	EA	Deduct - Fence, Chain Link, Gates, Motorized, 8 FT.	-\$22,297.00	-\$44,594.00
ALTERNATE B TOTAL:					\$17,688.00
TOTAL AMOUNT OF SITE WORK BASE BID + ALTERNATE B:					\$629,615.00

BUILDING CONSTRUCTION

All Architectural, Structural, and MEP Work:					\$2,139,673.00
TOTAL AMOUNT OF BUILDING + SITE WORK BASE BID:					\$2,751,600.00
TOTAL AMOUNT OF BUILDING + SITE WORK BASE BID + ALTERNATE A:					\$2,771,600.00
TOTAL AMOUNT OF BUILDING + SITE WORK BASE BID + ALTERNATE B:					\$2,769,288.00

* R Yoder had mathematical errors on Lines 8B, 15 and 20B making their actual bid items \$11,000 higher than what was presented. In addition, their total Base Bid Amount was incorrectly calculated as shown on their submission, and was \$6,600 less than what the numbers actually reflected. The corrected Base Bid Total should be \$611,927.00 and not \$605,327.00.

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.


Arvin Delacruz, AIA, NCARB
Registered Architect
Abonmarche Consultants, Inc.

Subcontractors: To Be Determined Upon Contract Award
Addendum No. 1: Acknowledged
Addendum No. 2: Acknowledged
Allowance Form: Acknowledged



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

December 13, 2021

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Letter of Understanding and Agreement with Central States, Southeast and Southwest Areas Health and Welfare Fund

It is recommended that the Board approve and authorize Mayor Stutsman to execute the attached Letter of Understanding and Agreement with Central States Health and Welfare Fund concerning contributions to the Health and Welfare Fund for employee health insurance coverage. Under the City's Agreement with Central States, Southeast and Southwest Areas Health and Welfare Fund, effective January 2, 2022, this change would allow new employees who are expected to work thirty (30) or more hours per week to be eligible for health insurance coverage as of their hire date provided the City makes a lump sum payment to Central States for eight (8) weeks premium.

Suggested Motion:

Move to approve and authorize the Mayor to execute the Letter of Understanding and Agreement with Central States Health and Welfare Fund concerning contributions to the Health and Welfare Fund for employee health insurance coverage.

**CITY OF GOSHEN INDIANA
ACCOUNT NO.: 3209700-0100-00364A&E**

LETTER OF UNDERSTANDING AND AGREEMENT

Effective 01/02/2022, contributions will be remitted to the Central States Health & Welfare Fund (TeamCare) on behalf of all full-time and permanent part-time employees covered by the collective bargaining agreement (cba) from the employee's date of hire, with a lump sum payment of eight (8) weeks then made to cover the Fund's establishing period. The employees will then be eligible on their date of hire. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

CITY OF GOSHEN INDIANA

LOCAL UNION NO. 364

By: _____

By: _____

Jeremy P. Stutsman

Title: **Mayor** _____

Title: _____

Date: **December _____, 2021** _____

Date: _____

CITY OF GOSHEN INDIANA
ACCOUNT NO.: 3209700-0100-00000A – NON-UNIT EMPLOYEES

Effective 01/02/2022, contributions will be remitted to the Central States Health & Welfare Fund (TeamCare) on behalf of any full-time non-unit employee and any other non-unit employee who meets the qualifications of the ACA from the employee's date of hire, with a lump sum payment of eight (8) weeks then made to cover the Fund's establishing period. The employees will then be eligible on their date of hire. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

CITY OF GOSHEN INDIANA

By: _____

Jeremy P. Stutsman

Title: Mayor

Date: December _____, 2021



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

December 10, 2021

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Subject: Resolution 2021-35 – Approve Goshen Police Department Policy 605

It is recommended that the Board adopt Resolution 2021-35 and Approve Goshen Police Department Policy 605. This resolution approves Unmanned Aerial System, Policy 605, which provides for the use of unmanned aerial systems in law enforcement activities.

Suggested Motion: Move to approve Resolution 2021-35 adopting the Goshen Police Department Policy 605, Unmanned Aerial System.

RESOLUTION 2021-35

**Approve Goshen Police Department
Unmanned Aerial System Policy 605**

WHEREAS the Goshen Police Department seeks to purchase an unmanned aerial system (“UAS”) to assist with law enforcement activities; and

WHEREAS the Goshen Police Department wishes to adopt a policy for the use of the UAS and requests the Goshen Board of Public Works and Safety approve the policy attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety APPROVES the following Goshen Police Department Policy, a copy of which is attached to and made a part of this resolution:

Unmanned Aerial System Policy 605

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on December _____, 2021.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

Unmanned Aerial System

605.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval and dissemination of images and data captured by the UAS.

605.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording or any other means (I.C. § 35-31.5-2-342.3; I.C. § 35-33-5-0.5(7); I.C. § 35-33-5-0.5(8)).

605.2 POLICY

Best Practice

A UAS may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

605.3 PRIVACY

Best Practice

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure) (I.C. § 35-33-5-9). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

605.4 PROGRAM COORDINATOR

Best Practice

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current.

Goshen Police Department

Policy Manual

Unmanned Aerial System

- Ensuring that all authorized operators and required observers have completed all required FAA and department-approved training in the operation, applicable laws, policies and procedures regarding use of the UAS.
- Developing uniform protocol for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of a UAS shall require written authorization of the Chief of Police or the authorized designee, depending on the type of mission.
- Developing protocol for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing an operational protocol governing the deployment and operation of a UAS including, but not limited to, safety oversight, use of visual observers, establishment of lost link procedures and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.

605.5 USE OF UAS

State **MODIFIED**

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted during daylight hours unless exigent circumstances dictate otherwise, and a UAS should not be flown over populated areas without FAA approval.

Unmanned Aerial System

Absent a warrant or consent of the property owner, a UAS shall not be used to gather evidence, surveil, or record private property or a person on private property who has a reasonable expectation of privacy (I.C. § 35-33-5-9).

605.6 PROHIBITED USE

Federal

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

The UAS shall not be weaponized.

605.7 RETENTION OF UAS DATA

Best Practice

Data collected by the UAS shall be retained as provided in the established records retention schedule.



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL
GOSHEN COMMUNITY SCHOOLS NEW GOSHEN INTERMEDIATE
SCHOOL (JN: 2018-2041)**

DATE: December 13, 2021

The developer of the New Goshen Intermediate School, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for the New Goshen Intermediate School as it has been found to meet the requirements of City Ordinance 4329.

Following plan acceptance, please sign the attached documents where denoted.