



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. July 6, 2020

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

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81019785876>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – May 18

Changes to Agenda

AWARD BIDS

- (1) N. Main St. Improvements, JN: 2016-0200
(Sailor)

OLD BUSINESS

- (1) Main St. Improvements from Madison St. to Pike St.,
Change Order #5, JN: 2016-0038
(Sailor)
- (2) Main St. Improvements from Madison St. to Pike St.,
Change Order #6, JN: 2016-0038
(Sailor)



NEW BUSINESS

- (1) Approval & Acceptance of Water/Sewer Infrastructure:
Pickwick Village Phase IV – Wakefield Subdivision, PN: 2017-2047
(Sailor)
- (2) Water/Sewer Unpaid Final Accounts
(Saenz)
- (3) Agreement with Vala Marketing LLC for COVID-19 Video
(Windsor)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment

MINUTES of Board of Public Works & Safety and Stormwater Board

Held at Council Chambers, 111 E. Jefferson St., at 2:00 p.m. May 18, 2020

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

Minutes of the meeting of April 13, 2020 and April 20, 2020, were presented. On motion of Board Member Landis and second by Board Member Nichols, the minutes were approved as presented.

Changes to the agenda: Mayor Stutsman motioned to add Item #6, No Parking Request on Jefferson St., to the agenda. Second by Board Member Landis and Item #6 was added.

ANNOUNCEMENT

Clerk Treasurer Adam Scharf read the following statement:

“We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board members Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb’s Executive Orders 20-04 and 20-09, as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting.”

ROAD CLOSURE REQUEST - (JN: 2016-0038)

Director of Public Works Dustin Sailor requested Board approval for the closure of Main St. from Madison St. to Pike St. be extended through May 22, 2020 due to weather conditions. Memo included in packet.

Board Member Landis moved to approve the closure of Main St. be extended due to weather conditions from May 18, 2020 thru Friday, May 22, 2020. Second by Board Member Nichols and motion passed unanimously.

ESRI - GIS SOFTWARE CONTRACT – (JN: GENERAL - ASSET MANAGEMENT)

Director of Public Works Dustin Sailor requested Board approval for a three year contract with ESRI.

Board Member Landis asked if there were other companies available to maintain this platform or if the city would be locked into using ESRI. Mr. Sailor offered that surrounding agencies are utilizing this platform, and they are the dominant offering in the marketplace. Clerk-Treasurer Adam Scharf added that this program will be a big benefit to each department within the city.

Board Member Landis moved to authorize the Mayor to sign the three-year agreement with ESRI for a total of \$83,500.00 that will be billing the first year at \$15,000.00, the second year at \$30,000.00, and the third year at \$38,500.00. Second by Board Member Nichols and motion passed unanimously.

AGREEMENT WITH DEPARTMENT OF VETERANS AFFAIRS

City Attorney Bodie Stegelmann requested board approval to enter Agreement with Department of Veterans Affairs – VA Northern Indiana Health Care System.

Board Member Landis inquired if this agreement is to allow the Goshen Police Department to get involved if necessary since VA does their own policing. Mr. Stegelmann confirmed that was correct and also clarified that Chief Miller was on board with this agreement.

Board Member Landis moved to approve the April 28, 2020 letter agreement from the Department of Veterans Affairs – VA Northern Indiana Health Care System and authorize Chief Jose Miller to sign the letter agreement on behalf of the city of Goshen and Goshen Police Department. Second by Board Member Nichols and motion passed unanimously.

RESOLUTION 2020-18: SALE AND PURCHASE OF PROPERTY AT 1120 SOUTH ELEVENTH STREET

City Attorney Bodie Stegelmann presented Resolution 2020-18: Approve Agreement for the Sale and Purchase of Real Estate Located at 1120 South Eleventh Street. Memo included in packet.

Board Member Landis moved to approve the purchase agreement with Brittani Trospen, for the sale and purchase of real estate at 1120 South Eleventh Street. Second by Board Member Nichols and motion passed unanimously.

RESOLUTION 2020-19: CORONAVIRUS RELIEF FUND PROGRAM

Clerk-Treasurer Adam Scharf presented Resolution 2020-19: Coronavirus Relief Fund Program. Memo included in packet.

Board Member Landis moved to approve Resolution 2020-19: Participation in Coronavirus Relief Program and authorize the Mayor to sign the agreement. Second by Board Member Nichols and motion passed unanimously.

ROAD CLOSURE REQUEST – JEFFERSON STREET

Police Chief Jose Miller requested Jefferson Street be closed from Main Street to 5th Street from 8:00a-5:00p on Friday, May 22, 2020. This is for the Police Department to be able to stage some vehicles for the funeral procession of Officer Carich.

Board Member Landis moved to approve the request for the closure of Jefferson Street from Main Street to 5th Street on Friday, May 22, 2020 from 8:00a-5:00p. Second by Board Member Nichols and motion passed unanimously.

Mayor Stutsman moved to process civil city and utility claims and to adjourn. Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:

CHAIR JEREMY STUTSMAN _____

BOARD MEMBER MICHAEL LANDIS _____

BOARD MEMBER MARY NICHOLS _____

ATTEST _____
CLERK-TREASURER ADAM SCHARF



**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: **NORTH MAIN STREET IMPROVEMENTS PROJECT**
JN: 2016-0020

DATE: July 6, 2020

On June 29, 2020, we received bids for the above referenced project. Following are the results:

	<u>Base Bid</u>	
Niblock Excavating		\$ 713,593.25
Selge Construction		\$ 792,337.40
HRP Construction		\$ 823,950.00

A copy of the bid tab is attached for your information.

The Engineering Department is requesting the Board of Public Works and Safety award the contract to Niblock Excavating as the lowest responsive and responsible bidder for the Base Bid total of \$713,593.25.

Attached are 3 copies of the Contract and two copies of the Bid Form 96. Please approve by signing all copies and return to the **Engineering Department** for processing.

Requested Motion: Approve Contract with Niblock Excavating for construction of the North Main Street Improvements project in the amount of \$713,593.25.

North Main Street Improvements				NIBLOCK EXCAVATING, INC.		Selge Construction Co., Inc.		HRP Construction Inc.	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$ 27,500.00	\$ 27,500.00	\$ 37,186.50	\$ 37,186.50	\$ 41,000.00	\$ 41,000.00
2	CLEARING RIGHT-OF-WAY	1	LSUM	\$ 12,500.00	\$ 12,500.00	\$ 27,500.00	\$ 27,500.00	\$ 52,100.00	\$ 52,100.00
3	SITE GRADING	1	LSUM	\$ 10,500.00	\$ 10,500.00	\$ 59,250.00	\$ 59,250.00	\$ 89,734.75	\$ 89,734.75
4	EROSION CONTROL	1	LSUM	\$ 4,500.00	\$ 4,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00
5	RAILROAD COORINATION	1	LSUM	\$ 11,500.00	\$ 11,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
6	PAVEMENT REMOVAL, FULL DEPTH, ALL TYPES	3650	SYD	\$ 5.80	\$ 21,170.00	\$ 7.10	\$ 25,915.00	\$ 6.00	\$ 21,900.00
7	CURB REMOVAL, ALL TYPES	1110	LFT	\$ 5.00	\$ 5,550.00	\$ 5.00	\$ 5,550.00	\$ 5.00	\$ 5,550.00
8	APPROACH PAVEMENT REMOVAL, ALL TYPES	310	SYD	\$ 5.50	\$ 1,705.00	\$ 5.00	\$ 1,550.00	\$ 13.00	\$ 4,030.00
9	SIDEWALK REMOVAL, ALL TYPES	570	SYD	\$ 5.50	\$ 3,135.00	\$ 5.00	\$ 2,850.00	\$ 8.00	\$ 4,560.00
10	STEPS REMOVAL, ALL TYPES	5	SYD	\$ 25.00	\$ 125.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00
11	SANITARY SEWER PIPE REMOVAL	370	LFT	\$ 16.00	\$ 5,920.00	\$ 10.00	\$ 3,700.00	\$ 13.00	\$ 4,810.00
12	WATER MAIN REMOVAL	210	LFT	\$ 15.00	\$ 3,150.00	\$ 10.00	\$ 2,100.00	\$ 11.00	\$ 2,310.00
13	REMOVE STORM SEWER INLET	4	EA	\$ 425.00	\$ 1,700.00	\$ 100.00	\$ 400.00	\$ 225.00	\$ 900.00
14	STORM SEWER PIPE REMOVAL	80	LFT	\$ 16.00	\$ 1,280.00	\$ 10.00	\$ 800.00	\$ 25.00	\$ 2,000.00
15	AERIAL SANITARY SEWER CROSSING REMOVAL	1	LSUM	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 9,750.00	\$ 9,750.00
16	4' DIA DOG HOUSE SANITARY MANHOLE	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 3,700.00	\$ 3,700.00	\$ 8,500.00	\$ 8,500.00
17	4' DIA SANITARY MANHOLE	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,700.00	\$ 3,700.00	\$ 6,500.00	\$ 6,500.00
18	15 IN PVC SANITARY SEWER, CLASS SDR 35	230	LFT	\$ 70.50	\$ 16,215.00	\$ 102.75	\$ 23,632.50	\$ 39.00	\$ 8,970.00
19	TRENCHLESS SANITARY SEWER PIPE LINING, 15 IN	240	LFT	\$ 200.00	\$ 48,000.00	\$ 180.00	\$ 43,200.00	\$ 221.00	\$ 53,040.00
20	4' DIA STORM SEWER MANHOLE, TYPE C-4	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,735.00	\$ 2,735.00	\$ 6,000.00	\$ 6,000.00
21	4' DIA STORM SEWER CATCH BASIN, MODIFIED, TYPE J-15	1	EA	\$ 3,650.00	\$ 3,650.00	\$ 3,425.00	\$ 3,425.00	\$ 4,500.00	\$ 4,500.00
22	STORM SEWER INLET, TYPE B-15	3	EA	\$ 2,575.00	\$ 7,725.00	\$ 2,425.00	\$ 7,275.00	\$ 3,750.00	\$ 11,250.00
23	STORM SEWER PIPE, CIRCULAR, 18 IN PVC, CLASS SDR 35	305	LFT	\$ 56.50	\$ 17,232.50	\$ 104.00	\$ 31,720.00	\$ 37.00	\$ 11,285.00
24	STORM SEWER PIPE, CIRCULAR, 12 IN PVC, CLASS SDR 35	85	LFT	\$ 45.50	\$ 3,867.50	\$ 94.00	\$ 7,990.00	\$ 35.00	\$ 2,975.00
25	STORM SEWER PIPE, CIRCULAR, 15 IN RCP, CLASS I	35	LFT	\$ 63.00	\$ 2,205.00	\$ 105.75	\$ 3,701.25	\$ 68.00	\$ 2,380.00
26	REVTMENT RIP RAP, NOMINAL 18 IN THICK	8	SYD	\$ 140.00	\$ 1,120.00	\$ 52.50	\$ 420.00	\$ 65.00	\$ 520.00
27	GEOTEXTILES FOR RIP RAP	16	SYD	\$ 10.00	\$ 160.00	\$ 10.00	\$ 160.00	\$ 10.00	\$ 160.00
28	8' DIA STORMWATER QUALITY FILTER STRUCTURE	1	EA	\$ 50,000.00	\$ 50,000.00	\$ 48,100.00	\$ 48,100.00	\$ 42,500.00	\$ 42,500.00
29	16 IN DI WATER MAIN, CLASS 52	250	LFT	\$ 97.50	\$ 24,375.00	\$ 150.75	\$ 37,687.50	\$ 78.00	\$ 19,500.00
30	16 IN DI 45 DEG BEND	2	EA	\$ 1,875.00	\$ 3,750.00	\$ 1,570.00	\$ 3,140.00	\$ 3,000.00	\$ 6,000.00
31	16 IN DI PLUG	1	EA	\$ 1,150.00	\$ 1,150.00	\$ 770.00	\$ 770.00	\$ 1,500.00	\$ 1,500.00
32	16 IN X 10 IN DI REDUCING TEE	1	EA	\$ 2,825.00	\$ 2,825.00	\$ 1,950.00	\$ 1,950.00	\$ 3,250.00	\$ 3,250.00
33	16 IN BUTTERFLY VALVE & BOX	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 2,975.00	\$ 2,975.00	\$ 3,750.00	\$ 3,750.00
34	10 IN TAPPING VALVE & SLEEVE	1	EA	\$ 6,200.00	\$ 6,200.00	\$ 5,810.00	\$ 5,810.00	\$ 5,500.00	\$ 5,500.00
35	WATER SERVICE ASSEMBLY	7	EA	\$ 1,450.00	\$ 10,150.00	\$ 1,960.00	\$ 13,720.00	\$ 800.00	\$ 5,600.00
36	COMBINED CONCRETE CURB & GUTTER, 2' WIDE, 6 IN RE	910	LFT	\$ 21.50	\$ 19,565.00	\$ 25.50	\$ 23,205.00	\$ 46.00	\$ 41,860.00
37	9 IN PCCP FOR DRIVE APPROACH	370	SYD	\$ 80.00	\$ 29,600.00	\$ 69.75	\$ 25,807.50	\$ 61.00	\$ 22,570.00
38	4 IN CONCRETE SIDEWALK	420	SYD	\$ 47.00	\$ 19,740.00	\$ 50.45	\$ 21,189.00	\$ 35.00	\$ 14,700.00
39	6 IN PEDESTRIAN CROSSING SIDEWALK	145	SYD	\$ 70.00	\$ 10,150.00	\$ 72.50	\$ 10,512.50	\$ 43.00	\$ 6,235.00
40	REMOVE SANITARY SEWER MANHOLE	1	EA	\$ 850.00	\$ 850.00	\$ 200.00	\$ 200.00	\$ 950.00	\$ 950.00
41	COMPACTED AGGREGATE BASE, CRUSHED LIMESTONE, SIZE NO. 53	1280	TON	\$ 41.50	\$ 53,120.00	\$ 37.50	\$ 48,000.00	\$ 36.00	\$ 46,080.00
42	HMA BASE, TYPE B	960	TON	\$ 66.00	\$ 63,360.00	\$ 58.00	\$ 55,680.00	\$ 58.00	\$ 55,680.00
43	HMA INTERMEDIATE, TYPE B	400	TON	\$ 76.50	\$ 30,600.00	\$ 60.00	\$ 24,000.00	\$ 60.00	\$ 24,000.00
44	HMA SURFACE, TYPE B	240	TON	\$ 94.50	\$ 22,680.00	\$ 81.00	\$ 19,440.00	\$ 81.00	\$ 19,440.00
45	TACK COAT	2650	SYD	\$ 0.50	\$ 1,325.00	\$ 3.75	\$ 9,937.50	\$ 3.75	\$ 9,937.50
46	REMOVE & REPLACE ROADWAY LOOP TRAFFIC SIGNAL DETECTION SYSTEM	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 11,800.00	\$ 11,800.00	\$ 9,300.00	\$ 9,300.00
47	LINE, THERMOPLASTIC, SOLID YELLOW, 4 IN, GROOVED IN	520	LFT	\$ 1.50	\$ 780.00	\$ 1.45	\$ 754.00	\$ 1.45	\$ 754.00
48	LINE, THERMOPLASTIC, SOLID WHITE, 4 IN, GROOVED IN	310	LFT	\$ 1.50	\$ 465.00	\$ 1.45	\$ 449.50	\$ 1.15	\$ 356.50
49	LINE, THERMOPLASTIC, SOLID WHITE, 6 IN, GROOVED IN	135	LFT	\$ 2.50	\$ 337.50	\$ 2.15	\$ 290.25	\$ 2.15	\$ 290.25
50	LINE, THERMOPLASTIC, SOLID WHITE, 8 IN, GROOVED IN	105	LFT	\$ 3.50	\$ 367.50	\$ 2.75	\$ 288.75	\$ 2.75	\$ 288.75
51	LINE, THERMOPLASTIC, SOLID WHITE, 12 IN, GROOVED IN	50	LFT	\$ 10.00	\$ 500.00	\$ 8.70	\$ 435.00	\$ 8.70	\$ 435.00
52	PAVEMENT MARKING, TURN ARROW	4	EA	\$ 100.00	\$ 400.00	\$ 80.00	\$ 320.00	\$ 80.00	\$ 320.00
53	PAVEMENT MARKING, DOUBLE TURN ARROW	2	EA	\$ 110.00	\$ 220.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
54	PAVEMENT MARKING, STOP BAR GROOVED IN	40	LFT	\$ 11.50	\$ 460.00	\$ 8.70	\$ 348.00	\$ 8.70	\$ 348.00
55	LINE, THERMOPLASTIC, SKIP WHITE, 4 IN, GROOVED IN	40	LFT	\$ 1.50	\$ 60.00	\$ 1.45	\$ 58.00	\$ 1.45	\$ 58.00
56	PAVEMENT MARKING, RXR	3	EA	\$ 500.00	\$ 1,500.00	\$ 400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00
57	PEDESTRIAN CROSSING RAILING SYSTEM	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 34,200.00	\$ 34,200.00	\$ 34,600.00	\$ 34,600.00
58	MULCHED SEEDING, TYPE U	1400	SYD	\$ 3.00	\$ 4,200.00	\$ 1.68	\$ 2,352.00	\$ 2.05	\$ 2,870.00
59	SHEET SIGN W/LEGEND, REFLECTIVE, 0.1 INCHES THICK	52	SFT	\$ 27.50	\$ 1,430.00	\$ 21.00	\$ 1,092.00	\$ 21.00	\$ 1,092.00
60	SIGN POST SQUARE STEEL, TYPE 1	36	LFT	\$ 25.50	\$ 918.00	\$ 20.00	\$ 720.00	\$ 20.00	\$ 720.00
61	ADDITIONAL COMMON EXCAVATION, UNDISTRIBUTED	100	CYD	\$ 24.50	\$ 2,450.00	\$ 0.01	\$ 1.00	\$ 20.00	\$ 2,000.00
62	WELL-DRAINING GRANULAR, COMPACTED BACKFILL, UNDISTRIBUTED	680	CYD	\$ 24.50	\$ 16,660.00	\$ 20.00	\$ 13,600.00	\$ 28.00	\$ 19,040.00
63	ADDITIONAL TOPSOIL, UNDISTRIBUTED	50	CYD	\$ 55.00	\$ 2,750.00	\$ 25.00	\$ 1,250.00	\$ 45.00	\$ 2,250.00
64	TRUNCATED DOME DETECTABLE SURFACE FOR PEDESTRIAN CROSSING SIDEWALK	44	SFT	\$ 125.00	\$ 5,500.00	\$ 64.00	\$ 2,816.00	\$ 15.00	\$ 660.00
65	PAINTED PEDESTRIAN LANE AT RR XING, WHITE	1	LSUM	\$ 450.00	\$ 450.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
66	JOINT ADHESIVE, INTERMEDIATE	1335	LFT	\$ 0.50	\$ 667.50	\$ 1.60	\$ 2,136.00	\$ 1.60	\$ 2,136.00
67	JOINT ADHESIVE, SURFACE	1335	LFT	\$ 0.50	\$ 667.50	\$ 1.50	\$ 2,002.50	\$ 1.50	\$ 2,002.50
68	LIQUID ASPHALT SEALANT	1335	LFT	\$ 0.15	\$ 200.25	\$ 0.50	\$ 667.50	\$ 0.50	\$ 667.50
69	SANITARY LATERAL "WYE" CONNECTION	10	EA	\$ 615.00	\$ 6,150.00	\$ 1,075.00	\$ 10,750.00	\$ 800.00	\$ 8,000.00
70	6 IN SANITARY SEWER LATERAL, CLASS SDR 35	500	LFT	\$ 34.00	\$ 17,000.00	\$ 53.75	\$ 26,875.00	\$ 18.00	\$ 9,000.00
71	ADJUST CASTING TO GRADE	4	EA	\$ 215.00	\$ 860.00	\$ 645.00	\$ 2,580.00	\$ 350.00	\$ 1,400.00
72	CONCRETE STRUCTURE, CORE & BOOT	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 503.85	\$ 2,015.40	\$ 1,250.00	\$ 5,000.00
73	LINE, THERMOPLASTIC, SOLID YELLOW, 8 IN, GROOVED IN	340	LFT	\$ 3.50	\$ 1,190.00	\$ 2.75	\$ 935.00	\$ 2.75	\$ 935.00
74	LINE, THERMOPLASTIC, SOLID YELLOW, 12 IN, GROOVED IN	35	LFT	\$ 6.00	\$ 210.00	\$ 4.55	\$ 159.25	\$ 4.55	\$ 159.25
75	FLOWABLE FILL, SEWER PIPE	10	CYD	\$ 400.00	\$ 4,000.00	\$ 205.00	\$ 2,050.00	\$ 275.00	\$ 2,750.00
76	FLOWABLE FILL, SEWER STRUCTURE	10	CYD	\$ 300.00	\$ 3,000.00	\$ 205.00	\$ 2,050.00	\$ 225.00	\$ 2,250.00
77	MAINTENANCE OF TRAFFIC & DETOUR	1	LSUM	\$ 10,250.00	\$ 10,250.00	\$ 7,340.00	\$ 7,340.00	\$ 15,000.00	\$ 15,000.00
78	ECONOMY PRAIRIE MULCHED SEEDING, UNDISTRIBUTED	800	SYD	\$ 8.00	\$ 6,400.00	\$ 2.46	\$ 1,968.00	\$ 2.80	\$ 2,240.00
Total Base Bid Amount					\$ 713,593.25		\$ 792,337.40		\$ 823,950.00

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

Bryce J. Gast, PE
Administrative City Engineer
City of Goshen, Indiana



CONTRACT
NORTH MAIN STREET IMPROVEMENTS
JN 2016-0020

THIS CONTRACT is made and entered into on this _____ day of _____, 2020, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and _____, hereinafter referred to as "Contractor."

WITNESSETH, that the City and the Contractor mutually agree as follows:

SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "North Main Street Improvements" JN 2016-0020 project in accordance with and as described in further detail in this contract and the Specification Documents the terms of which are incorporated by reference. The scope of work shall include: remove and replace the existing sanitary sewer south of the railroad crossing, place trenchless pipe lining in the existing sewer pipe under the railroad crossing, separate storm sewer from sanitary sewer between Pike Street and Rock Run Creek, construct new storm sewer with storm water quality filtration structure north of the railroad crossing, remove existing aerial sewer pipe crossing over Rock Run Creek, construct new storm sewer outfall to Rock Run Creek. Also remove and replace full depth pavement, curbs, sidewalks, and drive approaches, comply with ADA requirements for access, construct pedestrian safety railroad crossing features, close W. Wilkinson Street, and construct new watermain between Pike Street and the railroad crossing.

The current "Indiana Department of Transportation's Standard Detail Drawings" and the plans and drawings related to this project are incorporated into this contract by reference. In addition, Indiana Department of Transportation's Standard Specifications, Sections 200 through Section 926 are incorporated by reference.

In the event of a conflict between a provision in the Specification Documents and the Contractor's bid, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision in the Contractor's bid or in the Specification Documents, the provision in this contract shall control

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Contractor's Itemized Bid;
2. Non Collusion Affidavit;
3. Form No. 96, including additional pages containing requested information;
4. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
5. Notice to proceed

Contractor shall perform all work in this project between the hours of 7:00 am and 8:00 pm. City shall be notified and shall approve in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

EFFECTIVE DATE; CONTRACT TERM

Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this contract. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the Contractor.

Work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within ninety (90) calendar days from the award of the contract by the Board of Public Works and Safety.

COMPENSATION, BASIS AND METHOD OF PAYMENT, AND RETAINAGE

The City agrees to compensate Contractor for the work performed in this contract in accordance with the unit prices for labor and materials as set forth in Contractor's itemized bid as shown in the table below and based on the quantities actually used for the project for an amount not to exceed Seven Hundred Thirteen Thousand Five Hundred Ninety Three Dollars and Twenty Five Cents (\$713,593.25).

Partial payments may be made as the work progresses no more frequent than thirty (30) days and based on estimates of the value of all work satisfactorily completed in accordance with these Specification Documents. The value of all work satisfactorily performed shall be as agreed upon by the City and the Contractor, and include detailed invoices for labor, materials and equipment used in the project. Payment(s) to Contractor for work rendered under this contract shall be made by City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of the Contractor has been attained. The detailed invoice shall include the total contract amount, payments to date, remaining contract balance, percentage of completed work, and, as applicable, labor materials and equipment used in the project. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

It is agreed that partial payments shall in no case exceed ninety-five percent (95%) of the value of the work properly performed or the materials or equipment delivered under this contract, and the remaining five percent (5%) shall be retained by the City until the work is substantially complete and construction records and drawings have been received and accepted by the City.

Within sixty (60) days of completion of the work, the Contractor shall submit proof of payment made to all subcontractors, material suppliers, laborers, or those furnishing work under this contract before final payment is made.

Upon completion of all the work included under this contract, the final inspection and acceptance of the work by the City, and after the Contractor has submitted acceptable evidence as to the satisfaction of all claims for labor and materials furnished under this contract, the Contractor shall be paid in full 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.

Any payment made by the City before final acceptance of the work shall not affect the obligation of the Contractor to repair or replace any defective parts, or otherwise correct any work completed.

Contractor is required to have a current W9 Form on file with the City before the City will issue any payment.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence. In the event completion of this project is not made within the time set forth in this contract, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Thousand Dollars (\$1,000.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Contractor under this contract.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The 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 or its agents, employees, or subcontractors of the Contractor.

NON-DISCRIMINATION

The Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Contractor agrees the Contractor or any subcontractors, or any other person acting on behalf of the Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee'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 will be a material breach of the contract.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys fees, and other expenses, caused by an act or omission of the Contractor and its agents, officers, and employees or resulting from or related to the Contractor's performance or failure to perform as specified in this contract.

INSURANCE

Prior to commencing work, the Contractor shall furnish the City of Goshen 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 the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for Workers Compensation & Employer's Liability General, Liability and Automobile Liability.

The Contractor shall at least include the following types of insurance with the following minimum limits of liability.

- (1) Workers Compensation and Employer's Liability Statutory Limits
- (2) General Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and \$2,000 000 Aggregate

- (3) Professional Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (4) Automobile Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (5) Excess Umbrella Coverage..... \$1,000,000 Each Occurrence

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

PERFORMANCE BOND

The Contractor shall furnish the City of Goshen a performance bond in an amount equal to the contract price within fourteen (14) calendar days after award of the contract.

The performance bond shall be conditioned on the faithful performance of the work in accordance with this contract and the Specification Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the work. The performance bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding the contract shall not affect or operate to release or discharge the surety.

The surety of the performance bond shall not be released until one year after the date of the City of Goshen’s final settlement with the Contractor.

PAYMENT (LABOR AND MATERIALS) BOND

The Contractor shall execute a payment bond to the City of Goshen, approved by and for the benefit of the City of Goshen, in an amount equal to the total contract price within fourteen (14) calendar days after award of the contract.

The payment bond shall be binding on the Contractor, the subcontractor and their successors and assigns for the payment of all indebtedness to a person for labor and work performed, materials furnished or work rendered. The payment bond must state it is for the benefit of the subcontractors, laborers, material suppliers and those performing work.

The payment bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding thereof shall not in any way affect or operate to release or discharge the surety.

The surety of the payment bond shall not be released until one year after the date of the City of Goshen’s final settlement with the Contractor.

MAINTENANCE BOND

The Contractor shall furnish the City of Goshen with a maintenance bond in an amount equal to ten percent (10%) of the total contract price upon completion and acceptance of this project by the City and prior to the release of any surety bond. The maintenance bond shall guarantee for a period of three (3) years after the date of acceptance of the project by the City that all workmanship and materials used in the project are in accordance with the Specification Documents. The 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 there from which shall be discovered within the guarantee period.

FORCE MAJEURE

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.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

DEFAULT

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract and the Specification Documents or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.

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

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (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 under the contract.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this contract under any of the following conditions:

- (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.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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.

(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.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Contractor under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

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

The Contractor shall require their subcontractors, who perform work under this contract, to certify to the 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. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

The Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties and approved by Board of Public Works and Safety. Any verbal representations or modifications concerning the contract shall be of no force and effect.

WAIVER OF RIGHTS

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.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Engineering Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:

Niblock Excavating
Attention: Chad Niblock, President
P.O. Box 211
Bristol, IN 46507

And

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

APPLICABLE LAWS

The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

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.

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

This contract 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.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

NO INVESTMENT IN IRAN

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

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if the Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

SEVERABILITY

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.

AUTHORITY TO BIND CONTRACTOR

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

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

ENTIRE AGREEMENT

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

In witness whereof, the parties have executed this Agreement as set forth below.

**City of Goshen
Board of Public Works and Safety**

Niblock Excavating

Jeremy P. Stutsman, Mayor

Chad Niblock, President

Mary Nichols, Member

Date: _____

Michael Landis, Member

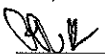
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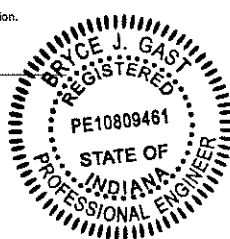


CITY OF GOSHEN
NORTH MAIN STREET IMPROVEMENTS
DATE OF BID: JUNE 29TH, 2020
IN 2016-0020

North Main Street Improvements				NIBLOCK EXCAVATING, INC.		Seige Construction Co., Inc.		HRP Construction Inc.	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$ 27,500.00	\$ 27,500.00	\$ 37,186.50	\$ 37,186.50	\$ 41,000.00	\$ 41,000.00
2	CLEARING RIGHT-OF-WAY	1	LSUM	\$ 12,500.00	\$ 12,500.00	\$ 27,500.00	\$ 27,500.00	\$ 52,100.00	\$ 52,100.00
3	SITE GRADINGS	1	LSUM	\$ 10,500.00	\$ 10,500.00	\$ 59,250.00	\$ 59,250.00	\$ 89,734.75	\$ 89,734.75
4	EROSION CONTROL	1	LSUM	\$ 4,500.00	\$ 4,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00
5	RAILROAD COORDINATION	1	LSUM	\$ 11,500.00	\$ 11,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
6	PAVEMENT REMOVAL, FULL DEPTH, ALL TYPES	3650	SYD	\$ 5.80	\$ 21,170.00	\$ 7.10	\$ 25,915.00	\$ 6.00	\$ 21,900.00
7	CURB REMOVAL, ALL TYPES	1110	LFT	\$ 5.00	\$ 5,550.00	\$ 5.00	\$ 5,550.00	\$ 5.00	\$ 5,550.00
8	APPROACH PAVEMENT REMOVAL, ALL TYPES	310	SYD	\$ 5.50	\$ 1,705.00	\$ 5.00	\$ 1,550.00	\$ 13.00	\$ 4,030.00
9	SIDEWALK REMOVAL, ALL TYPES	570	SYD	\$ 5.50	\$ 3,135.00	\$ 5.00	\$ 2,850.00	\$ 8.00	\$ 4,560.00
10	STEPS REMOVAL, ALL TYPES	5	SYD	\$ 25.00	\$ 125.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00
11	SANITARY SEWER PIPE REMOVAL	370	LFT	\$ 18.00	\$ 6,660.00	\$ 10.00	\$ 3,700.00	\$ 13.00	\$ 4,810.00
12	WATER MAIN REMOVAL	210	LFT	\$ 15.00	\$ 3,150.00	\$ 10.00	\$ 2,100.00	\$ 11.00	\$ 2,310.00
13	REMOVE STORM SEWER INLET	4	EA	\$ 425.00	\$ 1,700.00	\$ 100.00	\$ 400.00	\$ 225.00	\$ 900.00
14	STORM SEWER PIPE REMOVAL	80	LFT	\$ 16.00	\$ 1,280.00	\$ 10.00	\$ 800.00	\$ 25.00	\$ 2,000.00
15	AERIAL SANITARY SEWER CROSSING REMOVAL	1	LSUM	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 9,750.00	\$ 9,750.00
16	4' DIA DOG HOUSE SANITARY MANHOLE	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 3,700.00	\$ 3,700.00	\$ 8,500.00	\$ 8,500.00
17	4' DIA SANITARY MANHOLE	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,700.00	\$ 3,700.00	\$ 6,500.00	\$ 6,500.00
18	15 IN PVC SANITARY SEWER, CLASS SDR 35	230	LFT	\$ 70.50	\$ 16,215.00	\$ 102.75	\$ 23,632.50	\$ 39.00	\$ 8,970.00
19	TRENCHLESS SANITARY SEWER PIPE LINING, 15 IN	240	LFT	\$ 200.00	\$ 48,000.00	\$ 180.00	\$ 43,200.00	\$ 221.00	\$ 53,040.00
20	4' DIA STORM SEWER MANHOLE, TYPE C-4	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,735.00	\$ 2,735.00	\$ 6,000.00	\$ 6,000.00
21	4' DIA STORM SEWER CATCH BASIN, MODIFIED, TYPE I-15	1	EA	\$ 3,650.00	\$ 3,650.00	\$ 3,425.00	\$ 3,425.00	\$ 4,500.00	\$ 4,500.00
22	STORM SEWER INLET, TYPE B-15	3	EA	\$ 2,575.00	\$ 7,725.00	\$ 2,425.00	\$ 7,275.00	\$ 3,750.00	\$ 11,250.00
23	STORM SEWER PIPE, CIRCULAR, 18 IN PVC, CLASS SDR 35	305	LFT	\$ 56.50	\$ 17,232.50	\$ 104.00	\$ 31,720.00	\$ 37.00	\$ 11,285.00
24	STORM SEWER PIPE, CIRCULAR, 12 IN PVC, CLASS SDR 35	85	LFT	\$ 45.50	\$ 3,867.50	\$ 94.00	\$ 7,990.00	\$ 35.00	\$ 2,975.00
25	STORM SEWER PIPE, CIRCULAR, 15 IN RCP, CLASS I	35	LFT	\$ 63.00	\$ 2,205.00	\$ 105.75	\$ 3,701.25	\$ 68.00	\$ 2,380.00
26	REVESTMENT RIP RAP, NOMINAL 18 IN THICK	8	SYD	\$ 140.00	\$ 1,120.00	\$ 52.50	\$ 420.00	\$ 65.00	\$ 520.00
27	GEOTEXTILES FOR RIP RAP	16	SYD	\$ 10.00	\$ 160.00	\$ 10.00	\$ 160.00	\$ 10.00	\$ 160.00
28	8' DIA STORMWATER QUALITY FILTER STRUCTURE	1	EA	\$ 50,000.00	\$ 50,000.00	\$ 48,100.00	\$ 48,100.00	\$ 42,500.00	\$ 42,500.00
29	16 IN DI WATER MAIN, CLASS 52	250	LFT	\$ 87.50	\$ 21,875.00	\$ 150.75	\$ 37,687.50	\$ 78.00	\$ 19,500.00
30	16 IN DI 45 DEG BEND	2	EA	\$ 1,875.00	\$ 3,750.00	\$ 1,570.00	\$ 3,140.00	\$ 3,000.00	\$ 6,000.00
31	16 IN DI PLUG	1	EA	\$ 1,350.00	\$ 1,350.00	\$ 770.00	\$ 770.00	\$ 1,500.00	\$ 1,500.00
32	16 IN X 10 IN DI REDUCING TEE	1	EA	\$ 2,825.00	\$ 2,825.00	\$ 1,950.00	\$ 1,950.00	\$ 3,250.00	\$ 3,250.00
33	16 IN BUTTERFLY VALVE & BOX	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 2,975.00	\$ 2,975.00	\$ 3,750.00	\$ 3,750.00
34	10 IN TAPPING VALVE & SLEEVE	1	EA	\$ 6,200.00	\$ 6,200.00	\$ 5,810.00	\$ 5,810.00	\$ 5,500.00	\$ 5,500.00
35	WATER SERVICE ASSEMBLY	7	EA	\$ 1,450.00	\$ 10,150.00	\$ 1,960.00	\$ 13,720.00	\$ 800.00	\$ 5,600.00
36	COMBINED CONCRETE CURB & GUTTER, 2' WIDE, 6 IN REV	910	LFT	\$ 21.50	\$ 19,565.00	\$ 25.50	\$ 23,205.00	\$ 46.00	\$ 41,860.00
37	9 IN PCPP FOR DRIVE APPROACH	370	SYD	\$ 80.00	\$ 29,600.00	\$ 69.75	\$ 25,807.50	\$ 61.00	\$ 22,570.00
38	4 IN CONCRETE SIDEWALK	420	SYD	\$ 47.00	\$ 19,740.00	\$ 50.45	\$ 21,189.00	\$ 35.00	\$ 14,700.00
39	6 IN PEDESTRIAN CROSSING SIDEWALK	145	SYD	\$ 70.00	\$ 10,150.00	\$ 72.50	\$ 10,512.50	\$ 43.00	\$ 6,235.00
40	REMOVE SANITARY SEWER MANHOLE	1	EA	\$ 850.00	\$ 850.00	\$ 200.00	\$ 200.00	\$ 950.00	\$ 950.00
41	COMPACTED AGGREGATE BASE, CRUSHED LIMESTONE, SIZE NO. 53	1280	TON	\$ 41.50	\$ 53,120.00	\$ 37.50	\$ 48,000.00	\$ 36.00	\$ 46,080.00
42	HMA BASE, TYPE B	960	TON	\$ 66.00	\$ 63,360.00	\$ 58.00	\$ 55,680.00	\$ 58.00	\$ 55,680.00
43	HMA INTERMEDIATE, TYPE B	400	TON	\$ 76.50	\$ 30,600.00	\$ 60.00	\$ 24,000.00	\$ 60.00	\$ 24,000.00
44	HMA SURFACE, TYPE B	240	TON	\$ 94.50	\$ 22,680.00	\$ 81.00	\$ 19,440.00	\$ 81.00	\$ 19,440.00
45	TACK COAT	2650	SYD	\$ 0.50	\$ 1,325.00	\$ 3.75	\$ 9,937.50	\$ 3.75	\$ 9,937.50
46	REMOVE & REPLACE ROADWAY LOOP TRAFFIC SIGNAL DETECTION SYSTEM	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 11,800.00	\$ 11,800.00	\$ 9,300.00	\$ 9,300.00
47	LINE, THERMOPLASTIC, SOLID YELLOW, 4 IN, GROOVED IN	520	LFT	\$ 1.50	\$ 780.00	\$ 1.45	\$ 754.00	\$ 1.45	\$ 754.00
48	LINE, THERMOPLASTIC, SOLID WHITE, 4 IN, GROOVED IN	310	LFT	\$ 1.50	\$ 465.00	\$ 1.45	\$ 449.50	\$ 1.15	\$ 356.50
49	LINE, THERMOPLASTIC, SOLID WHITE, 6 IN, GROOVED IN	135	LFT	\$ 2.50	\$ 337.50	\$ 2.15	\$ 290.25	\$ 2.15	\$ 290.25
50	LINE, THERMOPLASTIC, SOLID WHITE, 8 IN, GROOVED IN	105	LFT	\$ 3.50	\$ 367.50	\$ 2.75	\$ 288.75	\$ 2.75	\$ 288.75
51	LINE, THERMOPLASTIC, SOLID WHITE, 12 IN, GROOVED IN	50	LFT	\$ 10.00	\$ 500.00	\$ 8.70	\$ 435.00	\$ 8.70	\$ 435.00
52	PAVEMENT MARKING, TURN ARROW	4	EA	\$ 100.00	\$ 400.00	\$ 80.00	\$ 320.00	\$ 80.00	\$ 320.00
53	PAVEMENT MARKING, DOUBLE TURN ARROW	2	EA	\$ 110.00	\$ 220.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
54	PAVEMENT MARKING, STOP BAR GROOVED IN	40	LFT	\$ 11.50	\$ 460.00	\$ 8.70	\$ 348.00	\$ 8.70	\$ 348.00
55	LINE, THERMOPLASTIC, SKIP WHITE, 4 IN, GROOVED IN	40	LFT	\$ 1.50	\$ 60.00	\$ 1.45	\$ 58.00	\$ 1.45	\$ 58.00
56	PAVEMENT MARKING, RXR	3	EA	\$ 500.00	\$ 1,500.00	\$ 400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00
57	PEDESTRIAN CROSSING RAILING SYSTEM	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 34,200.00	\$ 34,200.00	\$ 34,600.00	\$ 34,600.00
58	MULCHED SEEDING, TYPE U	1400	SYD	\$ 3.00	\$ 4,200.00	\$ 1.68	\$ 2,352.00	\$ 2.05	\$ 2,870.00
59	SHEET SIGN W/LEGEND, REFLECTIVE, 0.1 INCHES THICK	52	SFT	\$ 27.50	\$ 1,430.00	\$ 21.00	\$ 1,092.00	\$ 21.00	\$ 1,092.00
60	SIGN POST SQUARE STEEL, TYPE 1	36	LFT	\$ 25.50	\$ 918.00	\$ 20.00	\$ 720.00	\$ 20.00	\$ 720.00
61	ADDITIONAL COMMON EXCAVATION, UNDISTRIBUTED	100	CYD	\$ 24.50	\$ 2,450.00	\$ 0.01	\$ 1.00	\$ 20.00	\$ 2,000.00
62	WELL-DRAINING GRANULAR, COMPACTED BACKFILL, UNDISTRIBUTED	680	CYD	\$ 24.50	\$ 16,660.00	\$ 20.00	\$ 13,600.00	\$ 28.00	\$ 19,040.00
63	ADDITIONAL TOPSOIL, UNDISTRIBUTED	50	CYD	\$ 55.00	\$ 2,750.00	\$ 25.00	\$ 1,250.00	\$ 45.00	\$ 2,250.00
64	TRUNCATED DOME DETECTABLE SURFACE FOR PEDESTRIAN CROSSING SIDEWALK	44	SFT	\$ 125.00	\$ 5,500.00	\$ 64.00	\$ 2,816.00	\$ 15.00	\$ 660.00
65	PAINTED PEDESTRIAN LANE AT RR XING, WHITE	1	LSUM	\$ 450.00	\$ 450.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
66	JOINT ADHESIVE, INTERMEDIATE	1335	LFT	\$ 0.50	\$ 667.50	\$ 1.60	\$ 2,136.00	\$ 1.60	\$ 2,136.00
67	JOINT ADHESIVE, SURFACE	1335	LFT	\$ 0.50	\$ 667.50	\$ 1.50	\$ 2,002.50	\$ 1.50	\$ 2,002.50
68	LIQUID ASPHALT SEALANT	1335	LFT	\$ 0.15	\$ 200.25	\$ 0.50	\$ 667.50	\$ 0.50	\$ 667.50
69	SANITARY LATERAL "WYE" CONNECTION	10	EA	\$ 615.00	\$ 6,150.00	\$ 1,075.00	\$ 10,750.00	\$ 800.00	\$ 8,000.00
70	6 IN SANITARY SEWER LATERAL, CLASS SDR 35	500	LFT	\$ 34.00	\$ 17,000.00	\$ 53.75	\$ 26,875.00	\$ 18.00	\$ 9,000.00
71	ADJUST CASTING TO GRADE	4	EA	\$ 215.00	\$ 860.00	\$ 645.00	\$ 2,580.00	\$ 350.00	\$ 1,400.00
72	CONCRETE STRUCTURE, CORE & BOOT	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 503.85	\$ 2,015.40	\$ 1,250.00	\$ 5,000.00
73	LINE, THERMOPLASTIC, SOLID YELLOW, 8 IN, GROOVED IN	340	LFT	\$ 3.50	\$ 1,190.00	\$ 2.75	\$ 935.00	\$ 2.75	\$ 935.00
74	LINE, THERMOPLASTIC, SOLID YELLOW, 12 IN, GROOVED IN	35	LFT	\$ 6.00	\$ 210.00	\$ 4.55	\$ 159.25	\$ 4.55	\$ 159.25
75	FLOWABLE FILL, SEWER PIPE	10	CYD	\$ 400.00	\$ 4,000.00	\$ 205.00	\$ 2,050.00	\$ 275.00	\$ 2,750.00
76	FLOWABLE FILL, SEWER STRUCTURE	10	CYD	\$ 300.00	\$ 3,000.00	\$ 205.00	\$ 2,050.00	\$ 225.00	\$ 2,250.00
77	MAINTENANCE OF TRAFFIC & DETOUR	1	LSUM	\$ 10,250.00	\$ 10,250.00	\$ 7,340.00	\$ 7,340.00	\$ 15,000.00	\$ 15,000.00
78	ECONOMY PRAIRIE MULCHED SEEDING, UNDISTRIBUTED	800	SYD	\$ 8.00	\$ 6,400.00	\$ 2.46	\$ 1,968.00	\$ 2.80	\$ 2,240.00
Total Base Bid Amount					\$ 713,993.25		\$ 792,337.40		\$ 823,950.00

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


Bryce J. Gast, PE
Administrative City Engineer
City of Goshen, Indiana



BID OF

Niblock Excavating Inc.

(Contractor)

PO Box 211

(Address)

Bristol, IN 46507

FOR

PUBLIC WORKS PROJECTS

OF

North Main Street Improvements

JN 2016-0020

Filed June 29

2020

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): June 29, 2020

1. Governmental Unit (Owner): City of Goshen

2. County : Elkhart

3. Bidder (Firm): Niblock Excavating Inc.

Address: PO Box 211

City/State/ZIPcode: Bristol, IN 46507

4. Telephone Number: 574-848-4437

5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of North Main Street Improvements Project No. JN 2016-0020

(Governmental Unit) in accordance with plans and specifications prepared by _____

City of Goshen Board of Public Works/ JPR and dated June for the sum of
see attached itemized proposal \$ see attached itemized proposal

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Goshen

Bidder (Firm) Niblock Excavating Inc.

Date (month, day, year): June 29, 2020

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,039,505.00	Road Construction	2019	Town of Bristol, Bristol Indiana
2,238,870.00	Road Construction	2019	Whitley Schools, Columbia City Indiana
419,588.00	Road Construction	2019	City of Goshen, Goshen Indiana
9,598,749.00	Sewer	2019	LaGrange Co. Regional Sewer District, LaGrange Indiana

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
952,783.80	Road Construction	2020	Columbia City Streets 2019, Columbia City Indiana
852,751.25	Road Construction	2020	Town of Shipshewana, Shipshewana, Indiana
1,809,807.00	Road Reconstruction	2020	Elkhart County, Elkhart Indiana
2,327,819.25	Sewer	2020	LaGrange Co Regional Sewer District, LaGrange Indiana

3. Have you ever failed to complete any work awarded to you? no If so, where and why?

4. List references from private firms for which you have performed work.

Almac-Sotebeer Construction	John Sotebeer
Majority Builders	Rick Slagle
Wagner Construction	Mark Elliott
Northern Indiana Construction	David Walorski

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

We agree to use our efforts to complete the project in an expeditious and economical manner.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

see attached schedule

Niblock Excavating Inc.

PO Box 211
Bristol Indiana 46507
Phone 574.848.4437
Fax . 574.848.4575

Section II Plan & Equipment Questionnaire

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Slusser's Green Thumb – PO Box 33, Logansport Indiana 46947 – Landscaping

State Barricading – 24963 US 20 W South Bend Indiana 46628 – Traffic Control

Premium Concrete – 1737 Crabtree Lane Elkhart Indiana 46514 – Concrete

National Striping Inc. – PO Box 432 Lakeville Indiana 46536 – Asphalt Markings

Primco Inc. – PO Box 9782 Ft Wayne Indiana 46899 – Bridge Work

Javelina Construction Inc. – 13476 Britton Pk Rd Fishers Indiana 46038 – Milling

The Airmarking Company – PO Box 526 Rochester Indiana 46975 – Asphalt Marking

Specialty Company LLC – 7212 N Shadeland Ave #209 Indianapolis, Indiana - Misc Metals

J L Milling – 15262 Industrial Dr. Schoolcraft Michigan 49087 – Milling

DeWind Dewatering – 9150 96th Street Zeeland Michigan 49464 – Dewatering

Michiana Contracting – PO Box 929 Plymouth Indiana 46563 - Signalization

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

TO BE DETERMINED AT A LATER DATE

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All equipment necessary to complete the project in a safe, timely, and professional manner.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

YES

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.



**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: **MAIN STREET IMPROVEMENTS FROM MADISON ST. TO PIKE ST.
CHANGE ORDER NO. 5 (JN: 2016-0038)**

DATE: July 6, 2020

Attached please find Change Order No. 5 for (\$135,961.22)

The original contract amount was \$929,657.60; Change Order No. 1, 2, 3 and 4 increased the total contract by \$9,122.80. Change Order No. 5 decreased the total contract by (\$135,961.22) for a revised contract amount of \$802,819.18, which is a decrease of 13.64 percent.

Please review and consider approval of this change order by signing the attached copies.

Original Contract Amount	\$929,657.60
Change Order No. 1	\$0.00
Change Order No. 2	\$14,072.80
Change Order No. 3	(\$6,600.00)
Change Order No. 4	\$1,650.00
<u>Change Order No. 5</u>	<u>(135,961.22)</u>
Revised Contract Amount	\$802,819.18

Requested Motion: Move to Approve Change Order No. 5 for (\$135,961.22). The revised project amount of \$802,819.18 is a 13.64 percent decrease from the original contract amount of \$929,657.60.

CHANGE ORDER FORM

Pg 1 of 4

Change Order No. 5

Date: 7/14/2020

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Main St. Improvements from Madison St. to Pike St.
PROJECT NUMBER: 2016-0038
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Change Order 5: adjusted bid line item quantities up to June 30, 2020.

4	Construction Notice Board (Note: This balances the line item out)	-2 EA	@ \$500.00	-----	-\$1,000.00
6A	Bituminous Base Milling, 5" (Note: This balances the line item out)	536 SYD	@ \$4.70	-----	\$2,519.20
6B	Full Depth Pavement Removal (Note: This balances the line item out)	-1138 SYD	@ \$9.50	-----	-\$10,811.00
7A	Tree Root Saw, 1" (Note: This balances the line item out)	8.00 LFT	@ \$5.00	-----	\$40.00
9	Compacted Aggregate for Base, No. 53 (Note: This balances the line item out)	-322.65 TONS	@ \$26.50	-----	-\$8,550.23
10A	HMA Surface, No. 11 (Note: This balances the line item out)	76.52 TONS	@ \$78.50	-----	\$6,006.82
10B	HMA Intermediate, No. 8 (Note: This balances the line item out)	-285.02 TONS	@ \$70.00	-----	-\$19,951.40
10C	HMA Base, No. 5 (Note: This balances the line item out)	-377.93 TONS	@ \$72.50	-----	-\$27,399.93
10D	Tack Coat (Note: This balances the line item out)	6.80 TONS	@ \$500.00	-----	\$3,400.00
11	Geosynthetics Reinforcing Paving Mat (Note: This balances the line item out)	415.00 SYD	@ \$4.50	-----	\$1,867.50

CHANGE ORDER FORM

12A	Concrete Sidewalk, 4" (Note: This balances the line item out)	-444.92 SYD	@ \$55.00	-----	-\$24,470.60
12B	Concrete ADA Ramp (Note: This balances the line item out)	-345.30 SYD	@ \$95.00	-----	-\$32,803.50
12C	Concrete Drive Approach, 8" (Note: This balances the line item out)	-8.60 SYD	@ \$110.00	-----	-\$946.00
12D	Concrete Road Base Replacement, 6" (Note: This balances the line item out)	-275.00 SYD	@ \$10.00	-----	-\$2,750.00
13	Concrete Curb, 6" (Note: This balances the line item out)	98.50 LFT	@ \$25.00	-----	\$2,462.50
15A	Catch Basin Structure Replacement w/ Casting (Note: This balances the line item out)	-6.00 EA	@ \$2,500.00	-----	-\$15,000.00
15B	Catch Basin Casting Replacement (Note: This balances the line item out)	-2.00 EA	@ \$900.00	-----	-\$1,800.00
16	Delineator, Black, With Reflectors (Note: This balances the line item out)	-3.00 EA	@ \$60.00	-----	-\$180.00
17	Bollard, Folding (Note: This balances the line item out)	2.00 EA	@ \$480.00	-----	\$960.00
18A	Line, Thermo, Solid, White, 4in, Grooved (Note: This balances the line item out)	340.00 LFT	@ \$1.35	-----	\$459.00
18B	Line, Thermo, Solid, ADA Blue, 6in (Note: This balances the line item out)	-765.00 LFT	@ \$6.00	-----	-\$4,590.00
18C	Line, Thermo, Solid, White, 6in (Note: This balances the line item out)	-2282.00 LFT	@ \$1.35	-----	-\$3,080.70
18D	Line, Thermo, Solid, Yellow, 4in, Grooved (Note: This balances the line item out)	156.00 LFT	@ \$1.35	-----	\$210.60
18E	Line, Thermo, Solid, White, 24in, Grooved (Note: This balances the line item out)	13.00 LFT	@ \$20.00	-----	\$260.00
18F	Line, Traffic Paint, Solid, White, 4in (Note: This balances the line item out)	-1305.00 EA	@ \$0.70	-----	-\$913.50
18I	Arrow, Thermo, Left (Note: This balances the line item out)	1.00 EA	@ \$100.00	-----	\$100.00
18K	Arrow, Thermo, Right (Note: This balances the line item out)	1.00 EA	@ \$100.00	-----	\$100.00
18L	Arrow, Thermo, Thru (Note: This balances the line item out)	-1.00 EA	@ \$100.00	-----	-\$100.00

Subtotal - (\$135,961.22)

CHANGE ORDER FORM

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$929,657.60
2. Net (Addition / Reduction) due to all Previous Contract Supplements Numbers	1 to <u>4</u>	\$9,122.80
3. Amount of Contract, not including this supplement		\$938,780.40
4. Addition / Reduction to Contract due to this supplement		(\$135,961.22)
5. Amount of Contract, including this supplemental		\$802,819.18
6. Total (Addition / Reduction) due to all Change Orders (Line 2 + Line 4)		(\$126,838.42)
7. Total percent of change in the original contract price		
Includes Change Order No.	1 to <u>5</u>	-13.64%
(Line 6 divided by Line 1)		

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/reduced by 0 calendar days, making the final completion date N/A.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 4 of 4

Change Order No. 5

RECOMMENDED FOR ACCEPTANCE

Dustin Sailor, P.E.
Director of Public Works

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative of Contractor



**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: **MAIN STREET IMPROVEMENTS FROM MADISON ST. TO PIKE ST.
CHANGE ORDER NO. 6 (JN: 2016-0038)**

DATE: July 6, 2020

Please find attached Change Order No. 6 for \$63,056.00 for the replacement of additional curb and sidewalk along Main Street between Lincoln Avenue and Clinton Street.

The revised contract amount from Change Order No. 5 is \$802,819.18 (original contract amount \$929,657.60), a savings of \$126,838.42. We are requesting to use \$63,056.00 of the remaining \$126,838.42 to replace the existing curb and sidewalk along the west side of Main Street between Lincoln Ave. and Clinton Ave. to correct a curb exposure and drainage issue. A section on the east side between Clinton Ave. and the mid-block alley also requires the curb and sidewalk replaced. To allow for this work, the contract will be extended to October 1, 2020, a 123 calendar day extension from the original completion date of June 30, 2020.

Please approve Change Order No. 6 for \$63,056.00 with Niblock Excavating, Inc., which will increase the project cost from \$802,819.18 to \$865,875.18.

Requested Motion 🗳️: Move to approve Change Order No. 6 for \$63,056.00 for additional curb and sidewalk replacement along Main Street between Lincoln Ave. and Clinton St., time extension of 123 calendar days.

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$929,657.60
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 1 to <u>5</u>		(\$126,838.42)
3. Amount of Contract, not including this supplement		\$802,819.18
4. Addition/ Reduction to Contract due to this supplement		\$63,056.00
5. Amount of Contract, including this supplemental		\$865,875.18
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)		(\$63,782.42)
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>6</u> (Line 6 divided by Line 1)		-6.86%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 123 calendar days, making the final completion date October 1, 2020.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

RECOMMENDED FOR ACCEPTANCE

Dustin Sailor, P.E.

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Mark Brinson, Community Development

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative of Contractor

CHANGE ORDER PROPOSAL

Niblock Excavating, Inc.
PO BOX 211
906 MAPLE STREET
BRISTOL, INDIANA 46507
574-848-4437
574-848-4575

PROPOSAL SUBMITTED: City of Goshen/Engineering		PHONE 1-574-534-2201	DATE June 22, 2020
STREET 204 E. Jefferson St. Suite 1		JOB NAME Main Street Improvements	
CITY, STATE and ZIP CODE Goshen, IN 46528		JOB LOCATION Main St. between Clinton and Lincoln Ave.	
ATTENTION Jason Hoffman	DATE OF PLANS None given	Remove and Replace Curb and Sidewalk	FAX 1-574-258-1776

The City of Goshen has requested a proposal to Remove and Replace additional Sidewalk and Curb on Main Street between Lincoln and Clinton Streets on both sides of the street.

Niblock here by submits this change order request for the additional requested work:

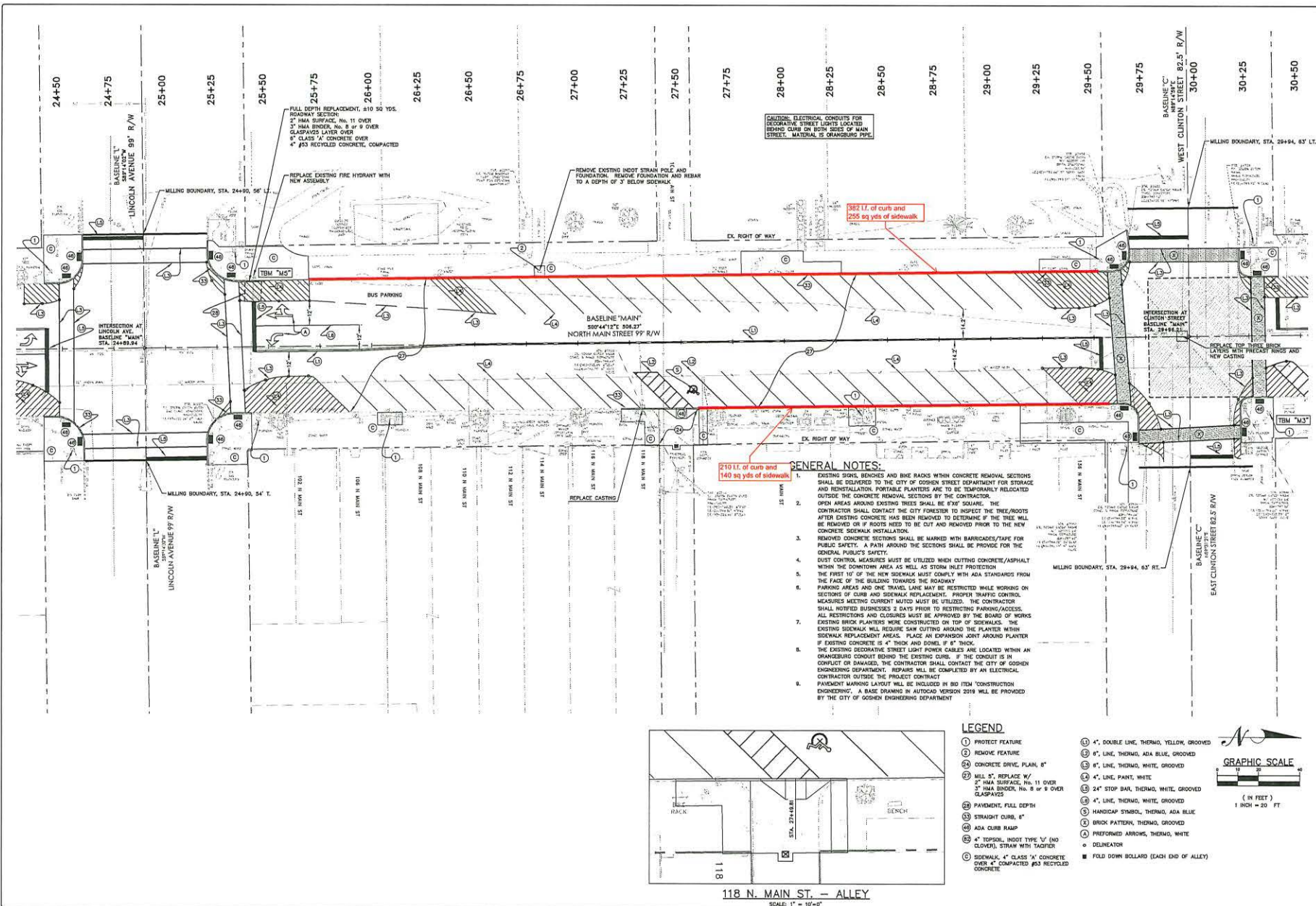
Description	Qty.	Unit	Unit Price	Extension
Mobilization Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00
Maintenance of Traffic	1	LS	\$ 1,000.00	\$ 1,000.00
Concrete Curb Remove	592	LFT	\$ 10.00	\$ 5,920.00
Concrete Curb Replace	592	LFT	\$ 33.00	\$ 19,536.00
4" Sidewalk Remove	395	SY	\$ 15.00	\$ 5,925.00
4" Sidewalk Replace	395	SY	\$ 65.00	\$ 25,675.00

Change Order Total: \$ 63,056.00

NOTES:

- 1.) Work to be completed this construction season.
- 2.) Niblock also requests retainage on the Base Main Street Improvements project be released prior to the additional work being performed.

<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.</p>	<p>AUTHORIZED SIGNATURE PM Marcus King, Project Manager</p> <p>Note: This proposal may be withdrawn by us if not accepted within <u>30</u> days.</p>
<p><i>Acceptance of proposal.</i> The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>	<p>Signature _____</p>
<p>Date of Acceptance:</p>	<p>Signature _____</p>



CAUTION: ELECTRICAL CONDUITS FOR DECORATIVE STREET LIGHTS LOCATED BEHIND CURB ON BOTH SIDES OF MAIN STREET. MATERIAL IS ORANGE-BROWN PIPE.

382 LL of curb and 255 sq yds of sidewalk

210 LL of curb and 140 sq yds of sidewalk

GENERAL NOTES:

- EXISTING SIGNS, BEHINDS AND BURE RACKS WITHIN CONCRETE REMOVAL SECTIONS SHALL BE DELIVERED TO THE CITY OF GOSHEN STREET DEPARTMENT FOR STORAGE AND REINSTALLATION. PORTABLE PLANTERS ARE TO BE TEMPORARILY RELOCATED OUTSIDE THE CONCRETE REMOVAL SECTIONS BY THE CONTRACTOR. OPEN AREAS AROUND EXISTING TREES SHALL BE 8'X8' SQUARE. THE CONTRACTOR SHALL CONTACT THE CITY FORESTER TO INSPECT THE TREE/ROOTS AFTER EXISTING CONCRETE HAS BEEN REMOVED TO DETERMINE IF THE TREE WILL BE REMOVED OR IF ROOTS NEED TO BE CUT AND REMOVED PRIOR TO THE NEW CONCRETE INSTALLATION.
- REMOVED CONCRETE SECTIONS SHALL BE MARKED WITH BARRICADES/TAPE FOR PUBLIC SAFETY. A PATH AROUND THE SECTIONS SHALL BE PROVIDED FOR THE GENERAL PUBLIC'S SAFETY.
- DUST CONTROL MEASURES MUST BE UTILIZED WHEN CUTTING CONCRETE/ASPHALT WITHIN THE CONCRETE AREA AS WELL AS STORM INLET PROTECTION.
- PARKING AREAS AND ONE TRAVEL LANE MAY BE RESTRICTED WHILE WORKING ON SECTIONS OF CURB AND SIDEWALK REPLACEMENT. PROPER TRAFFIC CONTROL MEASURES MEETING CURRENT MUTCD MUST BE UTILIZED. THE CONTRACTOR SHALL NOTIFY BUSINESSES 2 DAYS PRIOR TO RESTRICTING PARKING/ACCESS. ALL RESTRICTIONS AND CLOSURES MUST BE APPROVED BY THE BOARD OF WORKS.
- EXISTING BRICK PLANTERS WERE CONSTRUCTED ON TOP OF SIDEWALKS. THE EXISTING SIDEWALK WILL REQUIRE SAW CUTTING AROUND THE PLANTER WHEN SIDEWALK REPLACEMENT AREAS. PLACE AN EXPANSION JOINT AROUND PLANTER IF EXISTING CONCRETE IS 4" THICK AND DOWN IF 6" THICK.
- THE EXISTING DECORATIVE STREET LIGHT POWER CABLES ARE LOCATED WITHIN AN ORANGE-BROWN CONDUIT BEHIND THE EXISTING CURB. IF THE CONDUIT IS IN CONFLICT OR DAMAGED, THE CONTRACTOR SHALL CONTACT THE CITY OF GOSHEN ENGINEERING DEPARTMENT. REPAIRS WILL BE COMPLETED BY AN ELECTRICAL CONTRACTOR OUTSIDE THE PROJECT CONTRACT.
- PAVEMENT MARKING LAYOUT WILL BE INCLUDED IN BID ITEM "CONSTRUCTION ENGINEERING". A BASE DRAWING IN AUTOCAD VERSION 2018 WILL BE PROVIDED BY THE CITY OF GOSHEN ENGINEERING DEPARTMENT.

LEGEND

- | | |
|---|---|
| ① PROTECT FEATURE | ⑩ 4" LINE, THERMO, YELLOW, GROOVED |
| ② REMOVE FEATURE | ⑪ 6" LINE, THERMO, ADA BLUE, GROOVED |
| ③ CONCRETE BRICK PLAIN, 8" | ⑫ 6" LINE, THERMO, WHITE, GROOVED |
| ④ MILL & REPLACE W/ 2" HMA SURFACE, No. 11 OVER 3" HMA BINDER, No. 8 or 9 OVER CLASPAZS | ⑬ 4" LINE, PAINT, WHITE |
| ⑤ PAVEMENT, FULL DEPTH | ⑭ 24" STOP BAR, THERMO, WHITE, GROOVED |
| ⑥ STRAIGHT CURB, 8" | ⑮ 4" LINE, THERMO, WHITE, GROOVED |
| ⑦ ADA CURB RAMP | ⑯ HANDICAP SYMBOL, THERMO, ADA BLUE |
| ⑧ 4" TOPSON, INDOT TYPE 'U' (NO CLOVEL), STRAIN WITH TACIFER | ⑰ BRICK PATTERN, THERMO, GROOVED |
| ⑨ SIDEWALK, 4" CLASS 'X' CONCRETE OVER 4" COMPACTED #33 RECYCLED CONCRETE | ⑱ PREFORMED ARROWS, THERMO, WHITE |
| | ⑲ DELINEATOR |
| | ■ FOLD DOWN BOLLARD (EACH END OF ALLEY) |



118 N. MAIN ST. - ALLEY
SCALE: 1" = 10'-0"



	BY: _____ DATE: _____ DRAWN BY: _____		
<p>The City of Goshen Department of Public Works & Safety Office of Engineering 204 East Jefferson Street, Goshen, Indiana 46526 Phone: 574-534-2201 Fax: 574-533-8626</p>			
<p>MAIN STREET IMPROVEMENTS FROM MADISON ST. TO PIKE ST.</p>			
<p>LINCOLN AVENUE TO CLINTON STREET</p>			
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Project Number: 2018-0038 Prepared by: J. Hoffman Checked by: L. Bick, P.E. Date: 06/25/2019 Scale: AS SHOWN </td> <td style="width: 50%; text-align: right;"> X-2507-7 </td> </tr> </table>		Project Number: 2018-0038 Prepared by: J. Hoffman Checked by: L. Bick, P.E. Date: 06/25/2019 Scale: AS SHOWN	X-2507-7
Project Number: 2018-0038 Prepared by: J. Hoffman Checked by: L. Bick, P.E. Date: 06/25/2019 Scale: AS SHOWN	X-2507-7		

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Main St. Improvements from Madison St. to Pike St.
PROJECT NUMBER: 2016-0038
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

The below items are in addition to the original contract. CO6.1 The City requested a cost to remove additional curb and sidewalk between Lincoln Ave. and Clinton Street to correct drainage issues caused by repaving Main Street. The existing curb and sidewalk will be removed and replaced. CO6.2 An additional 123 days added to the contract from June 30, 2020 for the additional work.

Additional Curb and Sidewalk Replacement

C06.1	Mobilization and Demobilization	1	LSUM @	\$5,000.00	-----	\$5,000.00
C06.2	Maintenance of Traffic	1	LSUM @	\$1,000.00	-----	\$1,000.00
C06.3	Concrete Curb Removal	592	LFT @	\$10.00	-----	\$5,920.00
C06.4	Concrete Curb Replacement	592	LFT @	\$33.00	-----	\$19,536.00
C06.5	4" Sidewalk Removal	395	SYD @	\$15.00	-----	\$5,925.00
C06.6	4" Sidewalk Replacement	395	SYD @	\$65.00	-----	\$25,675.00
CO6.7	Time Extension (calendar days)	123	EA @	\$0.00	-----	\$0.00
					Subtotal -	\$63,056.00



**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, Safety and Stormwater
FROM: Engineering Department
RE: **APPROVAL & ACCEPTANCE OF INFRASTRUCTURE
Pickwick Village Phase IV – Wakefield Subdivision (PN: 2017-2047)**
DATE: July 6, 2020

The installation of infrastructure (water and sanitary sewer) has been satisfactorily completed for the above listed project. The Engineering Department recommends that the infrastructure be accepted for maintenance. A three-year letter of credit in lieu of a maintenance bond (10% of the construction costs) for the infrastructure has been submitted to the City of Goshen Engineering Department for \$3,984.95. Please consider the acceptance of the infrastructure and maintenance bond (letter of credit) for this project. Copy of the letter of credit is attached for your review.

Please consider the acceptance of the infrastructure.

ACCEPTED:
BOARD OF PUBLIC WORKS,
SAFETY AND STORMWATER
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Requested Motion: Move to Approve and accept new water main and sanitary sewer infrastructure at Pickwick Village Phase IV – Wakefield Subdivision and three (3) year maintenance bond (letter of credit).

Attachments: Copy of letter of credit

Cc: Contractor
W&S Dept.
Planning Dept.
Utility Billing
Clerk Treasurer

INFRASTRUCTURE DETAILS / ASSET VALUES

PROJECT NAME
 LOCATION
 WITHIN EXISTING CITY LIMITS

PICKWICK VILLAGE PHASE IV - WAKEFEILD SUBDI
 WAKEFIELD ROAD AND WILDEN AVENUE

PROJECT # 2017-2047
 DRAWING # S-0776
 DATE TO BOW 7/6/2020

INFRASTRUCTURE	QUANTITY	# OF HYDRANTS OR STRUCTURES	CONTRACTOR OR BONDING PARTY	BOND EXP DATE	CONSTRUCTION COST	10% MAINTENANCE BOND
2" Water Main	447 LFT - 2" Poly	1 - 2" Ball Valve	M. Miller Excavating	5/28/2023	\$12,748.46	\$1,274.85
Sanitary Sewer	287 LFT - 8" PVC	3 Manhole			\$27,101.00	\$2,710.10
Total Const. Cost					\$39,849.46	\$3,984.95



P. O. Box 1602
South Bend, IN 46634

May 28, 2020

CITY OF GOSHEN ENGINEERING DEPARTMENT
Jason Hoffman
204 E. Jefferson Street
Goshen, IN 46528

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 7512

We hereby authorize you to draw on 1st Source Bank, 100 N. Michigan Street, P. O. Box 1602, South Bend, Indiana, 46634, for the account of **SPRING RUN PARTNERS, LLC, 2702 W Wilden Ave, Goshen, IN 46528** (Applicant), up to an aggregate amount of Three Thousand Nine Hundred Eighty-Four Dollars and Ninety-Five Cents (**\$3,984.95**) available by your draft at sight drawn on us, when accompanied by this original Irrevocable Standby Letter of Credit, with all Amendments hereto, and the following:

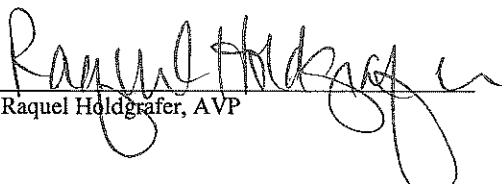
- Written certification by an authorized representative of CITY OF GOSHEN ENGINEERING DEPARTMENT stating that invoices to SPRING RUN PARTNERS, LLC are unpaid and past due in excess of 30 days, together with copies of all unpaid invoices.
- Partial drawings are permitted, and a replacement standby letter of credit in the amount of the unused portion will be returned to you upon such partial draw.

We hereby agree with you that a draft drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit shall be duly honored by us upon presentation at this office on or prior to May 28, 2023. Draft must be marked "Drawn under 1st Source Bank Standby Letter of Credit No. 7512 dated May 28, 2020".

This Irrevocable Standby Letter of Credit is non-transferable.

This Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "Uniform Customs").

1ST SOURCE BANK

By: 
Raquel Holdgrafer, AVP

BANK USE ONLY: Customer Key Number: 625828

*****REQUEST*****

DATE: Monday, July 6, 2020

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$12,108.49**
Collection letters were sent out and payments of **\$3,988.87** had been collected.

The uncollected amount equals **\$8,119.62**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Monday, April 6, 2020**

WATER: \$6,065.42
SEWER: \$2,054.20

TOTALS 1-2020

REPORT TOTAL		\$12,108.49
BPS TOTAL	\$5,883.18	\$6,225.31
COUNTY TOTAL	\$1,942.31	\$4,283.00
W-WRITE OFF	\$182.24	\$4,100.76
S-WRITE OFF	\$111.89	\$3,988.87
PAYMENT TOTAL	\$3,988.87	\$0.00
AGREEMENT TOTAL		

PAYMENTS 1-2020

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
235-0670-02	JOHN R BONTRAGER	204.27
235-1650-07	SUGAR DURHAM	\$121.78
241-4110-02	BRISEIDA S CERVANTES	\$699.71
280-0720-07	LUIS A ALCOCER	\$394.37
284-0370-04	BRANDON S MURPHY	\$349.70
294-1950-00	ZAREMBA GROUP LLC	\$24.98
310-0780-02	ACS INVESTMENTS LLC	\$28.69
310-0780-08	DIAMOND WILLIAMS	\$93.08
311-5590-03	TINA M ADKINS	\$235.80
312-1010-00	LITTA A HYLTON	\$376.39
315-1600-04	GERARD GERMANO	\$193.20
316-4280-98	K & K INVESTMENTS LLC	\$57.30
317-0250-02	MAPLEWOODS PROPERTY MGMT	\$22.64
319-0730-01	SURETY PROPERTY MGMT	\$171.01
403-1700-09	AEESHA M GAMEZ	\$66.90
418-1480-04	B. RENEE ADKINS	\$559.46
439-0750-02	MICHAEL L MAUST	\$5.15
439-0750-04	TYLER E MILLER	\$263.36
445-2590-03	ELIZABETH RIVERA	\$121.08

TOTAL PAYMENTS \$3,988.87

COUNTY ACCOUNTS 1-2020

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
310-0090-04	ANGELA SOUTH	181.11
311-1410-00	DORITA RUIZ GONZALEZ	29.28
312-0650-03	RONALD E DAVIDHIZAR	26.89
312-0950-08	ONE ACCORD DEVELOPMENTS LLC	66.83
313-0460-03	YES COMPANIES EXP FRED LLC	105.12
313-2010-01	YES COMPANIES EXP FRED LLC	193.99
316-3060-08	TODD & KAITLIN MARTIN	161.31
317-0220-09	CECIL J BONTREGER	106.14
402-1110-00	ARMANDO & AMY GARCIA	154.01
403-0120-09	RON DAVIDHIZAR	193.69
403-0600-05	RON DAVIDHIZAR	260.28
403-0950-18	TREVOR RIEGSECKER	73.66
403-0990-01	APLOINAR TORRES RAMIREZ	92.08
405-1000-11	RONALD E DAVIDHIZAR	140.57
419-0030-09	CECIL J BONTREGER	93.39
422-0470-08	JERRY SHANK	63.96

TOTAL TO COUNTY \$1,942.31

BUSINESS PROFESSIONAL SERVICES 1-2020

Account #	Customer	ADDRESS	City	State	Zip	Last Charge	Amount Due	DOB	S.S.N	PHONE
235-1030-14	PEDRO FERNANDEZ	408 QUEEN ST	GOSHEN	IN	46528	2/12/2020	\$127.22	7/6/1992	6391	903-0017
235-1650-07	SUGAR DURHAM	619 W WILDEN AVE	GOSHEN	IN	46528	2/4/2020	\$74.36	11/9/1981	1793	903-5739
235-3180-09	LOU A CONNER	631 N MAIN ST	GOSHEN	IN	46528	1/23/2020	\$170.22	9/6/1978	2627	320-0223
241-2680-01	KIMBERLY K RALSTON	314 N CONSTITUTION AVE	GOSHEN	IN	46528	2/27/2020	\$38.13	5/24/1961	7896	535-8120
284-0370-04	BRANDON S MURPHY	402 WESTWOOD RD	GOSHEN	IN	46528	2/20/2020	\$199.53	6/30/1983	9180	903-0969
310-0090-04	ANDREA R HASKETT	706 S 10TH ST	GOSHEN	IN	46528	1/6/2020	\$97.46	12/8/1983	9466	903-3514
311-1410-00	HEIDI LYN YODER	1605 S 16TH ST	GOSHEN	IN	46528	1/7/2020	\$67.16			
311-3980-10	RODOLFO A PINEDA CARMONA	1008 S 14TH ST	GOSHEN	IN	46528	1/30/2020	\$107.34	2/28/1990	8059	349-1887
311-5590-03	TINA M ADKINS	1739 LINCOLNWAY EAST	GOSHEN	IN	46528	1/6/2020	\$226.82	4/23/1968	5893	238-7151
312-0650-03	RONALD DAVIDHIZAR	514 E DOUGLAS ST	GOSHEN	IN	46528	2/19/2020	\$28.33			
312-0950-08	DARION BYRD	906 S 15TH ST	GOSHEN	IN	46528	2/19/2020	\$41.26	9/1/1991	8874	903-5690
313-0460-03	CAROL L BREST	54 WINCHESTER TRAILS	GOSHEN	IN	46528	2/4/2020	\$74.44	10/21/1986	3575	238-4480
313-2010-01	MIKE SCHIEBER	236 WINCHESTER TRAILS	GOSHEN	IN	46528	1/8/2020	\$95.18	12/26/1988	4232	405-612-7419
315-1600-04	GERARD GERMANO	606 COLLEGE AVE	GOSHEN	IN	46528	1/31/2020	\$117.32	10/11/1960	0562	903-7147
316-0020-01	ADALBERTO ANDRADE	106 N WHEATLAND DR	GOSHEN	IN	46528	12/31/2019	\$153.91			
316-3020-12	KIERRA Q KELLY	1822 ASHLEY CT APT B	GOSHEN	IN	46528	1/22/2020	\$337.34	4/30/1990	5514	215-8084
316-3060-08	JORDAN EPPARD	1816 ASHLEY CT APT B	GOSHEN	IN	46528	1/13/2020	\$103.04	9/3/1994	4999	338-0181
317-0090-03	ANGELA A WYNN	611 S 8TH ST	GOSHEN	IN	46528	2/10/2020	\$38.94			
317-0220-09	RUTH ANN CUNNINGHAM	702 1/2 S 8TH ST	GOSHEN	IN	46528	1/17/2020	\$94.69	1/17/2020	6702	370-6977
320-0200-02	JERRY D RHODES JR	810 S INDIANA AVE	GOSHEN	IN	46528	2/11/2020	\$258.58	6/6/1979	2046	322-0255
400-1690-01	DEBORAH K SOUTH	1008 N 5TH ST	GOSHEN	IN	46528	2/11/2020	\$300.03	7/2/1955		
402-1070-05	MAPLEWOODS PROPERTY MGMT	405 MIDDLEBURY ST	GOSHEN	IN	46528		\$67.50			975-0028
402-1110-00	SERGIO RODARTE	611 N 7TH ST	GOSHEN	IN	46528	1/31/2020	\$87.00			
402-2740-06	MACKENZIE CUPP	745 STEURY AVE	GOSHEN	IN	46528	2/1/2020	\$284.79	12/19/1996	2726	903-6194
403-0120-09	AMBREYA A WILLIAMS	218 N 9TH ST	GOSHEN	IN	46528	1/6/2020	\$155.12	6/10/1996	6688	
403-0600-05	DONALD J CLAYBORNE JR	515 MERCHER AVE	GOSHEN	IN	46528	2/28/2020	\$143.72	10/20/1981	4465	338-2600
403-0950-18	LISA SILCOX	416 N 8TH ST	GOSHEN	IN	46528	1/30/2020	\$98.30	12/12/1992	1782	903-6059
403-0990-01	JENNY L KINNEY	414 SUMMIT ST	GOSHEN	IN	46528	2/3/2020	\$121.31		8843	538-9338
403-1700-09	AEESHA M GAMEZ	111 CRESCENT ST	GOSHEN	IN	46528	2/6/2020	\$56.00	10/16/1992	9161	529-3008
405-0570-04	BERNARD F OBEIRNE	617 E JEFFERSON ST	GOSHEN	IN	46528	12/20/2019	\$381.99	5/6/1973	2250	
405-0590-05	BRENDA S JONES	219 S 10TH ST	GOSHEN	IN	46528	1/6/2020	\$260.62	4/27/1969	1591	218-1163
405-1000-11	TIMOTHY L WHITE	115 N 22ND ST	GOSHEN	IN	46528	1/6/2020	\$138.71	11/5/1987	2504	
405-1990-03	HUNTINGTON MORTGAGE	2005 E LINCOLN AVE	GOSHEN	IN	46528	1/6/2020	\$238.69			
418-1480-04	B. RENEE ADKINS	1002 S 8TH ST	GOSHEN	IN	46528	2/4/2020	\$275.60	2/6/1980	2389	
419-0030-09	DAWN DEAL	312 E JEFFERSON ST APT C	GOSHEN	IN	46528	2/6/2020	\$72.85	6/12/1968	3003	
422-0470-08	CHERYL EASH	504 S 5TH ST	GOSHEN	IN	46528	2/28/2020	\$41.28	12/15/1947	7717	304-2527
439-0750-04	TYLER E MILLER	909 W LINCOLN AVE	GOSHEN	IN	46528	1/8/2020	\$153.28	10/29/1996	1364	274-1338
443-1870-04	KUNTHEA CHOEUEN	958 WILLIAM DR	GOSHEN	IN	46528	12/27/2019	\$94.94	5/3/1984	8126	349-7436
445-0390-00	MIGUEL J NAVARRO	82 GREENWAY DR	GOSHEN	IN	46528	2/4/2020	\$397.68			312-5440
445-2040-07	ARIANA CONTRERAS	2414 W CLINTON ST APT 77	GOSHEN	IN	46528	2/21/2020	\$62.50	12/28/1994	2157	596-9384

BPS TOTAL \$5,883.18

SEWER WRITE OFF ACCOUNTS 1-2020

ACCOUNT #	CUSTOMER NAME	SEWER AMOUNT
310-0090-02	ANGELA K GINGERICH- SOUTH	\$12.91
313-0690-08	ROBERT EUGENE BROOKS	\$21.52
316-1270-03	MAPLEWOODS PROPERTY	\$21.12
402-0880-01	JULIA D RODES	\$18.73
405-1000-12	TIMOTHY L WHITE	\$11.05
405-1990-04	HUNTINGTON MORTGAGE	\$8.84
439-0140-09	MAPLEWOODS PROPERTY	\$17.72

TOTAL SEWER WRITE OFF: \$111.89

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****

WATER WRITE OFF ACCOUNTS 1-2020

ACCOUNT #	CUSTOMER NAME	WATER AMOUNT
280-0350-09	ANDREWS CARLILE	\$80.00
310-0090-02	ANGELA K GINGERICH-SOUTH	\$8.67
313-0690-08	ROBERT EUGENE BROOKS	\$12.55
316-1270-03	MAPLEWOODS PROPERTY	\$18.48
402-0880-01	JULIA D RODES	\$16.32
405-1000-12	TIMOTHY L WHITE	\$13.81
405-1990-04	HUNTINGTON MORTGAGE	\$11.04
439-0140-09	MAPLEWOODS PROPERTY	\$21.37

TOTAL WATER WRITE OFF: \$182.24

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****



**Legal Department
CITY OF GOSHEN**

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

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

July 6, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Agreement with Vala Marketing LLC

The City wishes to have video created with closed captioning in English and Spanish to reach Goshen residents relative to the need to guard against the spread of the COVID-19 virus.

The City wishes to contract with Vala Marketing LLC to create this video at a cost of \$2,000.00

Suggested motion: Move to enter into an agreement with Vala Marketing LLC to create a video related to the COVID-19 virus at a cost \$2,000.00

AGREEMENT

Public Service COVID-19 Video

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between Vala Marketing LLC, hereinafter referred to as “Consultant”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City wishes to reach the City’s residents relative to the need to guard against the spread of the COVID-19 virus.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to create a public service video.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Consultant shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a professional manner an English language 30 to 45 second video to reach the City’s residents relative to guard against the spread of the COVID-19 virus.

Consultant shall work with the City with the creative development of the video. The City will approve the script and cast; however Consultant shall recruit the cast and any expense or cost relative to the cast will be at Consultant’s own expense.

Consultant shall film, edit, input transition effects, sound, graphics and include closed captioning in English and Spanish.

Consultant shall submit the video to the City for comment and then edit as required by the City. The City shall have up to two (2) opportunities for review and comment.

Consultant shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the services for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Consultant acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Consultant shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Consultant’s services shall begin as soon as practical after receiving a notice to proceed from the City. Filming shall be completed at the earliest possible date, reasonable under the circumstances and the final completed video shall be completed and delivered to the City within (3) calendar days from filming completion date.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant’s quoted fee for the amount of Two Thousand Dollars (\$2,000.00).

Payment(s) to Consultant for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for services completed provided satisfactory

performance of Consultant has been attained. Consultant is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Consultant. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Consultant shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Consultant.

NON-DISCRIMINATION

Consultant agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant agrees that Consultant or any subcontractors, or any other person acting on behalf of Consultant or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee'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.

INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing services, Consultant shall furnish the 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 the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Consultant shall at least include the following types of insurance with the following minimum limits of liability:

- Workers Compensation & Employer's Liability Statutory Limits
- General Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and \$2,000,000 Aggregate
- Automobile Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

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.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

BREACH

It shall be mutually agreed that if Consultant fails to provide the services or comply with the provisions of this Agreement, and Consultant is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Consultant of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Consultant shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Consultant expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Consultant, Consultant is liable to reimburse the City for such costs.

If Consultant fails to perform the work or comply with the provisions of this Agreement, then Consultant may be considered in default.

Consultant may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this Agreement.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Consultant becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Consultant without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period

of time in which Consultant 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 secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.

- (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.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement.

OWNERSHIP OF DOCUMENTS

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Consultant:

Vala Marketing
Attention: Matthew Harness
205 S. Main Street
Elkhart IN 46514

APPLICABLE LAWS

Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

- A. Any provision of this Agreement 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 Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement 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.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Consultant affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Consultant is wholly or partially owned by a relative of an elected official of the City of Goshen Consultant certifies that Consultant has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Consultant.

SEVERABILITY

In the event that any provision of this Agreement 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 Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

Vala Marketing LLC

Jeremy P. Stutsman, Mayor

Grant Mielke, Owner

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____