



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**2:00 p.m. March 15, 2021**

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – (None)

Approval of Agenda

- (1) Award Bid for a Compact Wheel Loader
- (2) Award Bid for 16<sup>th</sup> St. Reconstruction, JN: 2020-0038
- (3) Agreement with Abonmarche for Parks Dept. Maintenance Building and Site
- (4) Lane Restrictions on Kercher Rd. and College Ave. for NIPSCO
- (5) Lane Restrictions on E. Reynolds St., JN: 2020-0017
- (6) Extension of Lane Restrictions on Lincoln Ave. & Olive St., JN: 2019-0046
- (7) Road Closure: Olive St. at Lincoln Ave., JN: 2019-0046
- (8) Pumpkinvine Trail Closure at Lincoln Ave. & Rock Run Creek, JN: 2019-0046
- (9) Road Closure: Virginia St.

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*

**To:** Board of Public Works and Safety  
**From:** Carla Newcomer, Paralegal  
**Date:** March 15, 2021  
**Subject:** Recommendation to Award Bid for a Compact Wheel Loader

Bids were received on March 8, 2021 for a Compact Wheel Loader for the Waste Water Treatment Plant. The following is a summary of the bids received:

- |                                    |              |
|------------------------------------|--------------|
| 1. Westside Tractor Sales, Company | \$132,168.00 |
| 2. RPM Machinery, LLC              | \$134,678.00 |

The compact wheel loader offered by Westside Tractor Sales, Company, as the lowest responsive bidder contains components manufactured and assembled in Austria.

The offer from RPM Machinery included a number of exceptions that made the offer unacceptable for the use to which the city will put the compact wheel loader.

State Law and City Ordinance require that the City purchase supplies and equipment manufactured in the United States unless a determination is made by the Common Council to do otherwise.

**It is recommended that the Board award the compact wheel loader to Westside Tractor Sales, Company as the lowest responsible and responsive bidder subject to council approval pursuant to I.C. 5-22-15-21 and City Ordinance 3828 at the March 16, 2021 Goshen Common Council Meeting.**

It is also recommended that the Board approve and execute the Agreement with Westside Tractor Sales, Company subject to council approval at the March 2, 2021 Goshen Common Council Meeting.

## CONTRACT

### COMPACT WHEEL LOADER PURCHASE

#### SOLICITATION NO. B-2021-003

THIS CONTRACT is made and entered into on this \_\_\_\_\_ day of March, 2021, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and Westside Tractor Sales, Company, hereinafter referred to as "Supplier."

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

#### SCOPE OF PURCHASE

The Supplier 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 "Tri- Axle Dump Truck Purchase, B-2021-003" project in accordance with and as described in further detail in the Specification Documents incorporated by reference. The scope of purchase shall include 2021 or newer Compact Wheel Loader that meets the needs of the City of Goshen Waste Water Department.

In the event of a conflict between a provision in the Specification Documents and the Supplier'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 the Supplier'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. Supplier's Itemized Bid;
2. Non Collusion Affidavit;
3. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
4. Notice to proceed

Supplier 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 purchase of the truck and equipment for the City.

#### DELIVERY

- A. The goods, supplies, materials and/or equipment covered by this contract shall be delivered within the following number of days:
  - The Compact Wheel Loader shall be delivered to City of Goshen Central Garage, 320 Steury Avenue, Goshen IN within ninety (90) days of receipt of a fully executed contract.

#### COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Supplier for goods, materials and/or equipment provided in this contract for the amount of One Hundred Thirty-Two Thousand One Hundred Sixty-Eight Dollars (\$132,168.00).

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase

under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to City of Goshen for payment. Supplier 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) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

### **LIQUIDATED DAMAGES**

It is agreed by the parties that time is of essence and in the event delivery of the goods, materials and/or equipment is not made within the time set forth in this solicitation, 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 Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day's delay in making delivery 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 Supplier under this contract.

### **INDEPENDENT CONTRACTOR STATUS**

Supplier 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 Supplier or its agents, employees, or subcontractors of the Supplier.

### **NON-DISCRIMINATION**

The Supplier 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 Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier 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 may be regarded as a material breach of the contract.

### **INDEMNIFICATION**

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

### **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 such as natural disaster 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, but 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 Supplier fails to perform the work, provide the goods, materials and/or equipment or comply with the provisions of this Contract or fails to fulfill any warranty, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs. If Supplier fails to provide the goods, supplies, materials and/or equipment or comply with the provisions of this Contract, then Supplier may be considered in default.

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

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the goods, supplies, materials and/or equipment under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier 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. Supplier shall be paid for all goods, materials and/or equipment provided 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 Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier 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 goods, supplies, materials and/or equipment in any manner deemed proper by the City, and Supplier 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 Supplier 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.

**AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase 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. 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: Legal Department  
204 East Jefferson St.  
Goshen, IN 46528

Address for notices to Westside Tractor Sales  
Company

Westside Tractor Sales Company  
Brian Levenhagen, Territory Manager  
25166 State Road 2  
South Bend, IN 46619

**APPLICABLE LAWS**

The Supplier 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.

## **MISCELLANEOUS**

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, Supplier hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Supplier 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, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

## **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 SUPPLIER**

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 Supplier.

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

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

**Westside Tractor Sales Company**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Brian Levenhagen, Territory Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

Date: \_\_\_\_\_





**JOHN DEERE**



0  
CITY OF GOSHEN CENTRAL GARAGE  
320 STEURY AVE  
GOSHEN, IN  
(574) 534-3703

March 1, 2021

*2021 John Deere 344L, 4 wheel drive loader  
with 344L, 4 wheel drive loader*

All the prices in the detailed sections are Per machine basis.

**Machine Configuration**

Code	Description	Qty	Unit Price
0AH1T	344L FOUR WHEEL DRIVE LOADER	1	153,911.00
924	EPA FT4 ENGINE	1	-
2010	CPLR READY STD Z-BAR LINKAGE	1	-
2230	DLX CLOTH SEAT HEAT AIR SUSP	1	2,306.00
2430	CREEP CONTROL PACKAGE	1	1,391.00
2840	3 SPOOL VALVE, SINGLE LEVER	1	3,540.00
3010	WITH RIDE CONTROL	1	3,923.00
4370	TIRE 17.5X25 XHA-L3 MICHELIN	1	-
7120	HALOGEN WORK LIGHTS 2FR 2RR	1	256.00
8594	Q COUPLR W/2.0CU YD BUCKET	1	10,718.00
<b>List Price</b>			<b>\$ 176,045.00</b>
<b>Discount 28%</b>			<b>\$ 49,292.60</b>
<b>Net Price</b>			<b>\$ 126,752.40</b>

**Custom Jobs**

Code	Description	Qty	Price
	Dir provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,300.00
	Dealer Provided Delivery	1	600.00
	Labor for field installed kits	1	1,218.00
AXE36203	LIGHT KIT	1	250.46
LW607226808	ROD for light	1	100.53
RE575067	RADIO AM/FM/WB	1	478.94
<b>Total Price</b>			<b>\$ 3,947.93</b>

**Quote Summary (per unit)**

Item Description	Prices
Machine Net Price	\$ 126,752.40
Custom Jobs	\$ 3,947.93
<b>Price per Machine</b>	<b>\$ 130,700.33</b>

Destination	Freight Charge
South Bend, IN 46619	\$ 1,468.28
<b>Total Net Price Quantity (1)</b>	<b>\$ 132,168.61</b>
<b>Less Trade-in</b>	
<b>0</b>	<b>-</b>
<b>Net Price less Trade-Ins</b>	<b>\$ 132,168.61</b>

**Warranty Terms**

344L includes • Full Machine Warranty for 24 Mo OR 2000 Hr whichever occurs first

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Brian Levenhagen - Sales Representative West Side Tractor Sales - (574) 232-1461 • Fax (574) 233-3324 •  
Blevenhagen@westsidetractorsales.com

MINIMUM SPECIFICATIONS FOR 2021 OR NEWER COMPACT WHEEL LOADER	Compliance
<b>ENGINE</b>	
Four Cylinder, turbocharged, diesel engine	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine shall be certified to EPA Interim Tier 4 emissions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in- bore design and for improved cylinder and piston ring durability.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine displacement shall be no less than 4.5 liters (275 cu.in.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine net rated power shall be no less than 103 hp (76 kW) @ 2,000 rpm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine shall develop no less than 299 lb-ft (405 Nm) net torque at 1,600 rpm.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Under-hood engine air cleaner shall be dry type, dual element with dust evacuator valve and prescreener. The loader will have an in-cab filter restriction indicator.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine oil life shall have a 500-hour service life. Loader will have an environmentally-friendly engine oil drain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine oil cooler shall be standard equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>ELECTRICAL</b>	
The electrical system shall be 12 volt with a minimum 90 amp alternator	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Loader will have two standard batteries with at least 1,700 CCA, 176-minute rated reserve	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The loader will be equipped with a master electrical disconnect switch.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The loader will have four front work lights, two rear work lights, and a roof beacon provided	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
AM/FM/Bluetooth Radio	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>COOLING</b>	
The cooling fan shall be proportionally controlled, hydraulically driven to reduce fuel consumption and noise level.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit shall have a coolant recovery tank provided and fan-guard	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fluid level should be easily checked by sight gauges or overflow tank	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The radiator must be fully accessible for easy clean-out	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>POWER TRAIN</b>	
The loader shall have a single lever, low-effort shift control, F-N-R with two speed ranges	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The transmission shall be hydrostatic with infinite speed control and inching pedal which allows infinitely reduced travel speeds while maintaining full engine rpm and hydraulic flow	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sight gauge showing reservoir fluid shall be at ground-level	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transmission filter restriction shall be displayed in the cab	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The machine shall be able to reach up to 24.9 mph (40 km/h) working in high speed range.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>AXLES/BRAKES</b>	
The final drives shall be heavy-duty outboard planetary	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The service brake shall be hydraulically actuated and self-adjusting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The parking brake shall be automatic spring applied and hydraulically released	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The rear axle shall be capable of oscillating 20 degrees; 10 degrees axle oscillation plus 10 degrees frame oscillation for sharper turning without articulating for better stability under load.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>HYDRAULIC SYSTEM</b>	
Hydraulic tank capacity should be no less than 30 gallons (115 L) for extended hydraulic fluid intervals and cooler system temperature	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit will be provided with automatic bucket return-to-dig control and float detent	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A sight gauge will be provided for checking hydraulic reservoir fluid	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit shall be equipped with ride control	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>OPERATOR STATION</b>	
Unit shall be equipped with cab with ROPS/FOPS protection, and be multiplane isolation mounted for noise/vibration reduction	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator shall be able to access the cab from either the left or right side with fully opening cab doors.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The cab shall be equipped with heater/defroster, intermittent front and rear windshield wipers and washers, tinted safety glass, full-width adjustable sun visor and left and right doors.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The operator seat shall be deluxe high-back cloth seat with retractable seat belt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Handholds and step shall be slip resistant and ergonomically located	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Steering column shall be tilt able	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cab shall have cup holder, holder/storage compartment for operator's manual, and rubber floor mat	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>GENERAL SPECIFICATIONS</b>	
The loader shall be equipped with 17.5R25 EM L3 single star radial tires on single-piece rims	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front and rear tires shall be covered with fenders	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The counterweight shall be built-in	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit will be provided with a drawbar with locking pin	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit shall have an articulation locking bar	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit shall have a vandal protection package that includes a lockable engine enclosure and fuel fill	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The unit shall be provided with a loader boom service locking bar	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fuel tank capacity shall be no less than 40.9 gallons (155 L)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operating weight with standard equipment, 2 cu yd (1.5 m <sup>3</sup> ) pin-on bucket, 17.5R25 tires, ROPS cab, 175 lb (79 kg) operator and full fuel tank shall be no less than 19,533 lbs (8860 kg)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bucket breakout force shall be no less than 16,411 lbs (7444 kg) with pin-on 2.0 cu yd (1.5 m <sup>3</sup> ) bucket	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Ground clearance under the loader shall be no less than 16.9 in (430 mm)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit shall have height to hinge pin no less than 12 ft 2 in. (3720mm) fully raised	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Machine full turn static tipping load shall be at least 12,677 lbs (5750 kg) with standard Z Bar and GP 2.0 cu yd (1.5 m <sup>3</sup> ) pin on bucket.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dump clearance at 44 degree bucket angle, full height shall be no less than 9 ft 7 in (2920 mm)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Quick coupler diagnostic ports will be standard for hydrostatic pressures (3).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ISO quick coupler for bucket and attachments	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

NON-COLLUSION AFFIDAVIT

The undersigned, affirms under the penalty for perjury that the following representations and facts are true to the best of his/her belief and knowledge:

- (1) I am the Vendor or the Vendor's duly authorized agent.
(2) I have not, nor has any other member, employee, representative or agent of the Vendor entered into any combination or agreement: (A) relative to the price to be offered by a person, (B) to prevent a person from making an offer, or (C) to induce a person to refrain from making an offer, and that the offer is made without reference to any other offer.

Dated this 4th day of March, 2020.

Name of Bidder/Vendor/Offerrer:

Signature: [Handwritten Signature]

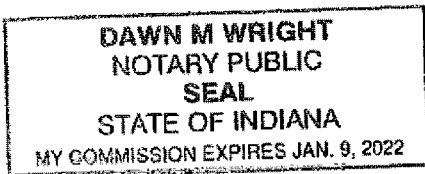
Printed Name: Brian Levenhagen

Title: Territory Manager

STATE OF Indiana )
COUNTY OF St Joseph ) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Brian Levenhagen, being known to me or whose identity has been authenticated by me, who affirmed under the penalty for perjury that the representations and facts set forth in the foregoing Non-Collusion Affidavit are true to the best of his/her belief and knowledge, and that he/she signed this Affidavit as his/her free and voluntary act.

Witness my hand and Notarial Seal this 4 day of March, 2021.



[Handwritten Signature]
Printed Name: Dawn M Wright
Notary Public of Elkhart County, Indiana
My Commission Expires: 1-9-2022
Commission Number: 6998125

## EXCEPTIONS

Vendor shall indicate below whether the Vendor's proposal contains any deviation from or exception taken to the stated Specification Documents.

Any product, materials or method that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Vendor submits information that details how the method, goods, materials, and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents.

Vendor is cautioned that any exception taken and deemed by City to be a material qualification or variance from the terms of the Specification Documents may result in this proposal being rejected as non-responsive.

In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the Specification Documents, and the Vendor shall be held liable for strict compliance.

**NO**, this proposal does not contain any deviation from or exception taken to the stated Specification Documents, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specification Documents.

**YES**, this proposal does contain deviation from or exception taken to the stated Specification Documents which is/are detailed more fully below (attach additional pages if needed):

Made in Austria

**VENDOR'S PROPOSAL**

**FOR**

**CITY OF GOSHEN**

**COMPACT WHEEL LOADER**

Bidder/quoter/offeror ("vendor") shall complete this proposal in its entirety. A proposal must be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, Indiana 46528 by the date and time as indicated in the Invitation section. All proposals received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety.

**PART 1 – VENDOR INFORMATION**

Vendor Name: West Side Tractor Sales

Street Address: 25166 St. Rd 2

City: South Bend State: In Zip Code: 46619

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: Brian Levenhagen Title: Territor Manager

Telephone Number: 574 232 1461

Fax Number: 574 233 3324

Email Address: blevenhagen@westsidetractorsales.com

## BUSINESS CERTIFICATION

Vendor must complete this page to identify the form of business organization the Vendor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

Vendor Name: West Side Tractor Sales

The Vendor is operating as a (check one):

- Vendor is a SOLE PROPRIETORSHIP
- Vendor is a GENERAL PARTNERSHIP
- Vendor is a LIMITED PARTNERSHIP
- Vendor is a LIMITED LIABILITY PARTNERSHIP
- Vendor is a LIMITED LIABILITY COMPANY
- Vendor is a CORPORATION

The Vendor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Delaware and is currently registered with the Indiana Secretary of State.

The Business ID number for the Vendor is 0654002 DE

IND ID: 198405-920

State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Vendor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.



**PART 6 – NEPOTISM DISCLOSURE  
COMPACT WHEEL LOADER**

Vendor Name: Brian Levonhagen

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Vendor **IS NOT** a relative of a City of Goshen elected official.

Vendor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: \_\_\_\_\_

Relationship to Vendor: \_\_\_\_\_

**PART 8 – SIGNATURE  
Compact Wheel Loader**

Vendor Name: Brian Levenhagen

The undersigned certifies that Vendor has read and understands the instructions, terms, conditions and specifications of this solicitation. Vendor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specification Documents, including all Addenda. The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Vendor. Signature by the Vendor's authorized representative constitutes execution of each any every Part of this Proposal.

**SIGNATURE MUST BE NOTARIZED**

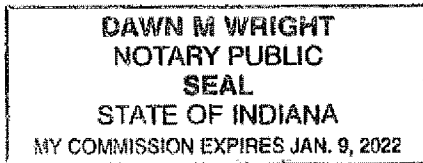
Vendor's Authorized Representative:

Signature: [Signature] Title: Tecciton Manager  
Printed: Brian Levenhagen Date: 3-4-21

STATE OF Indiana )  
COUNTY OF St Joseph ) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Brian Levenhagen, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Vendor's Proposal are true and correct.

Witness my hand and Notarial Seal this 4 day of March, 20 21.



[Signature]  
Printed Name: Dawn M Wright  
Notary Public of Elkhart County, IN  
My Commission Expires: 1-9-2022  
Commission Number: 649863



**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: **16<sup>TH</sup> STREET RECONSTRUCTION  
(JN: 2020-0038)**

DATE: March 15, 2021

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On March 8, 2021, we received bids for the 16<sup>th</sup> Street Reconstruction from College Avenue to Plymouth Avenue project. Following are the results:

	<u>Base Bid</u>	<u>Alternate Bid</u>
Niblock Excavating -	\$1,407,723.50	\$58,210.00
Phend & Brown -	\$1,470,000.00	\$53,650.00
Walsh & Kelly -	\$1,596,288.33	\$52,845.00

A copy of the bid tab is attached. The alternate will not be included in this contract. We are requesting the approval of the base bid only.

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

**Requested Motion: Approve Agreement with Niblock Excavating for the 16<sup>th</sup> Street Reconstruction project for \$1,407,723.50.**

SIXTEENTH STREET RECONSTRUCTION - COLLEGE AVENUE TO PLYMOUTH AVENUE - JN: 2020-0038

MATERIAL BID TAB

BID DUE DATE - March 8, 2021

BASE BID

Item No.	Est. Quantity	Unit	Description	Niblock Excavating		Milestone Construction		Rieth-Riley Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$62,500.00	\$62,500.00	\$16,323.00	\$16,323.00	\$40,328.74	\$40,328.74
2	2	EA	Construction Notice Board	\$750.00	\$1,500.00	\$650.00	\$1,300.00	\$650.00	\$1,300.00
3	1	LSUM	Construction Engineering	\$3,000.00	\$3,000.00	\$3,499.00	\$3,499.00	\$16,500.00	\$16,500.00
4	1	LSUM	Erosion & Sediment Control	\$7,500.00	\$7,500.00	\$5,300.00	\$5,300.00	\$32,900.30	\$32,900.30
5	1	LSUM	Maintenance of Traffic	\$8,500.00	\$8,500.00	\$14,400.00	\$14,400.00	\$8,583.91	\$8,583.91
6	1	LSUM	Clearing of Right-of-Way	\$37,500.00	\$37,500.00	\$41,300.00	\$41,300.00	\$5,245.80	\$5,245.80
7	1	LSUM	Linear Site Grading	\$55,000.00	\$55,000.00	\$131,000.00	\$131,000.00	\$70,480.86	\$70,480.86
8	200	CYD	Common Excavation (Undistributed)	\$13.50	\$2,700.00	\$16.00	\$3,200.00	\$33.31	\$6,662.00
9	200	LFT	Water Service, HDPE, DR 9, CTS, 1"	\$24.50	\$4,900.00	\$12.30	\$2,460.00	\$24.25	\$4,850.00
10	5	EA	Curb Stop, Box & Stationary Rod, 1"	\$650.00	\$3,250.00	\$745.00	\$3,725.00	\$786.15	\$3,930.75
11	200	LFT	Sanitary Sewer, PVC, SDR-35, 6"	\$29.50	\$5,900.00	\$20.40	\$4,080.00	\$62.15	\$12,430.00
12	5	EA	Sanitary Sewer Cleanout Assembly, 6"	\$550.00	\$2,750.00	\$725.00	\$3,625.00	\$1,570.11	\$7,850.55
13	5,500	LFT	Ex. Curb Removal (All Types)	\$5.00	\$27,500.00	\$4.50	\$24,750.00	\$3.25	\$17,875.00
14	10,888	SYD	Ex. Roadway Pavement Removal (All Types)	\$6.50	\$70,772.00	\$4.00	\$43,552.00	\$8.00	\$87,104.00
15	767	SYD	Sidewalk, 4" Concrete, Class A	\$52.00	\$39,884.00	\$62.00	\$47,554.00	\$56.01	\$42,959.67
16	155	SYD	ADA Ramp	\$145.00	\$22,475.00	\$110.00	\$17,050.00	\$255.20	\$39,556.00
17	80	LFT	6" Standup Curb, Concrete	\$26.00	\$2,080.00	\$36.00	\$2,880.00	\$26.37	\$2,109.60
18	7,250	LFT	Curb and Gutter, Concrete	\$20.05	\$145,362.50	\$18.00	\$130,500.00	\$19.99	\$144,927.50
19	300	SYD	Commercial Drive Approach, 8" Concrete	\$68.50	\$20,550.00	\$90.00	\$27,000.00	\$107.10	\$32,130.00
20	150	SYD	Commercial Drive Approach, Asphalt	\$30.50	\$4,575.00	\$44.00	\$6,600.00	\$66.98	\$10,047.00
21	1,560	SYD	Residential Drive Approach, 6" Concrete	\$60.00	\$93,600.00	\$80.00	\$124,800.00	\$90.39	\$141,008.40
22	15	EA	Adjust Ex. Manhole Casting	\$335.00	\$5,025.00	\$780.00	\$11,700.00	\$442.96	\$6,644.40
23	2	EA	Replace Existing Storm Casting	\$995.00	\$1,990.00	\$1,000.00	\$2,000.00	\$1,242.96	\$2,485.92
24	5	EA	Adjust Existing Water Main at Storm Structure	\$3,350.00	\$16,750.00	\$4,000.00	\$20,000.00	\$4,953.54	\$24,767.70
25	15	EA	Remove Existing Storm Structure	\$400.00	\$6,000.00	\$380.00	\$5,700.00	\$733.58	\$11,003.70
26	8	EA	48" diameter Storm Catch Basin w/ Casting	\$2,550.00	\$20,400.00	\$3,700.00	\$29,600.00	\$3,890.04	\$31,120.32
27	3	EA	48" diameter Storm Catch Basin, Epoxy Coated	\$3,950.00	\$11,850.00	\$4,400.00	\$13,200.00	\$8,441.83	\$25,325.49
28	2	EA	30" diameter Storm Inlet w/ Casting	\$1,615.00	\$3,230.00	\$3,600.00	\$7,200.00	\$2,903.29	\$5,806.58
29	4	EA	30" diameter Storm Inlet w/ Casting, Epoxy	\$2,975.00	\$11,900.00	\$4,000.00	\$16,000.00	\$7,423.48	\$29,693.92
30	135	LFT	12" SDR-35 PVC Storm Pipe	\$50.00	\$6,750.00	\$39.00	\$5,265.00	\$46.55	\$6,284.25
31	150	LFT	12" Ductile Iron Storm Pipe	\$80.00	\$12,000.00	\$64.00	\$9,600.00	\$82.26	\$12,339.00
32	435	LFT	14" Ductile Iron Storm Pipe	\$82.50	\$35,887.50	\$71.00	\$30,885.00	\$91.09	\$39,624.15
33	180	LFT	24" diameter HP Corrugated Storm Pipe, Solid	\$57.50	\$10,350.00	\$52.00	\$9,360.00	\$67.32	\$12,117.60
34	9	EA	3050 gal. Drywell w/ Casting	\$4,350.00	\$39,150.00	\$7,300.00	\$65,700.00	\$6,890.54	\$62,014.86
35	450	TON	Gravel, Washed, 1.5" to 3"	\$30.50	\$13,725.00	\$21.00	\$9,450.00	\$30.31	\$13,639.50
36	580	TON	Clean Sandy/Gravel Backfill	\$13.00	\$7,540.00	\$13.00	\$7,540.00	\$11.24	\$6,519.20
37	60	SYD	Surface Mill, 2"	\$12.50	\$750.00	\$39.00	\$2,340.00	\$82.01	\$4,920.60
38	900	TON	1.5" HMA Surface	\$72.50	\$65,250.00	\$72.00	\$64,800.00	\$65.83	\$59,247.00
39	1,550	TON	2.5" HMA Binder	\$63.50	\$98,425.00	\$58.00	\$89,900.00	\$53.18	\$82,429.00
40	2,380	TON	4.0" HMA Base	\$58.50	\$139,230.00	\$56.00	\$133,280.00	\$48.75	\$116,025.00
41	8,725	TON	12.0" #53 Crushed/Recycled Concrete	\$22.50	\$196,312.50	\$22.00	\$191,950.00	\$24.01	\$209,487.25
42	13,220	SYD	Geogrid	\$3.00	\$39,660.00	\$1.90	\$25,118.00	\$1.98	\$26,175.60
43	1	LSUM	Asphalt Tack Coat	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$2,137.45	\$2,137.45
44	30	LFT	24", Thermoplastic, White, Stop Bar	\$30.00	\$900.00	\$15.00	\$450.00	\$15.00	\$450.00
45	1	LSUM	Temporary Mailboxes	\$2,250.00	\$2,250.00	\$4,400.00	\$4,400.00	\$2,598.91	\$2,598.91
46	54	EA	Remove/Reinstall Mailbox Assembly	\$150.00	\$8,100.00	\$116.00	\$6,264.00	\$290.51	\$15,687.54
47	1	LSUM	Landscape Restoration	\$20,000.00	\$20,000.00	\$42,100.00	\$42,100.00	\$52,405.31	\$52,405.31
48	200	TON	#2 Crushed/Recycled Concrete	\$37.50	\$7,500.00	\$23.50	\$4,700.00	\$32.79	\$6,558.00
<b>BID AMOUNT TOTAL:</b>					<b>\$1,407,723.50</b>		<b>\$1,470,000.00</b>		<b>\$1,596,288.33</b>

ALTERNATE A

Item No.	Est. Quantity	Unit	Description	Niblock Excavating		Milestone Construction		Rieth-Riley Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	10,700	LFT	Conduit, 1.25" diameter	\$3.80	\$40,660.00	\$3.50	\$37,450.00	\$3.45	\$36,915.00
A2	18	EA	Polymer Concrete Handhole	\$975.00	\$17,550.00	\$900.00	\$16,200.00	\$885.00	\$15,930.00
<b>ALTERNATE A TOTAL:</b>					<b>\$58,210.00</b>		<b>\$53,650.00</b>		<b>\$52,845.00</b>

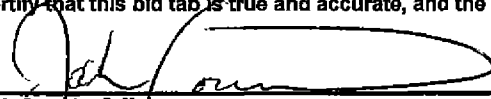
**TOTAL AMOUNT OF BASE BID + ALTERNATE A:**

**\$1,465,933.50**

**\$1,523,650.00**

**\$1,649,133.33**

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

  
 Josh Corwin, P.E.  
 Traffic Engineer  
 City of Goshen, Indiana

## AGREEMENT

### FOR

### 16<sup>TH</sup> STREET RECONSTRUCTION PROJECT, JN: 2020-0038

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

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

#### 1. Duties of Contractor

- 1.1. Contractor shall preform all work for the 16<sup>th</sup> Street Reconstruction Project, JN: 2020-0038, in accordance with the complete Specification Documents, which include all Detailed Specifications, plans and drawings, and other documents, all of which are incorporated by reference to this agreement. For the purposes of this agreement, all duties to be performed by Contractor shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, which include all Detailed Specifications, plans and drawings; and 3) the Contractor’s Proposal.

#### 2. Effective Date; Contract Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by October 15, 2021. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the

City of Goshen, the sum of Five Hundred Dollars (\$500) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

### **3. Compensation**

- 3.1. City shall pay Contractor for the performance of the work based on established unit prices for the Base work items (item numbers 1 through 48) as set forth in Contractor's Proposal, including Contractor's Work Items and Unit Prices, a copy of which is attached to this agreement as Exhibit A. (Alternate A work items are NOT included in the Project.)
- 3.2. Contractor's Proposal is based on established unit prices for the work items and estimated quantities for such work items with the total cost of the Project estimated at One Million Four Hundred Seven Thousand Seven Hundred Twenty-three and 50/100 Dollars (\$1,407,723.50). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. The actual number of units used in the Project may be more or less than the estimated quantities. Payment to Contractor for all work required to complete the Project will be based on the unit prices for the work items and the actual number of units used in the Project.
- 3.3. Prices shall cover and include all costs necessary for Contractor to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.
- 3.4. The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt. A tax exemption certificate will be provided if requested. City will not be responsible for any taxes levied on Contractor as a result of this contract. However, if it is later determined a tax must be paid by the City of Goshen, the contract price will be adjusted to reflect this liability.

### **4. Payment and Retainage**

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

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

City of Goshen  
c/o Goshen Engineering Department  
204 E. Jefferson Street  
Goshen, IN 46528
- 4.7. Payment will be made within forty-five (45) days following City's receipt of the invoice, except for final payment under Section 4.5. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.8. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- 4.9. Any payment made by City before final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.

**5. Materials and Workmanship; Inspection**

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- 5.2. Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- 5.3. City's representative shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- 5.4. City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City. Such correction shall also include the removal from the work site.
- 5.5. In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

## **6. Warranty**

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of three (3) years after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

## **7. Maintenance Bond**

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

## **8. Performance Bond**

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



## **9. Payment Bond**

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

## **10. Independent Contractor**

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

## **11. Non-Discrimination**

- 11.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.
- 11.2. Contractor agrees:
  - (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

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

## **12. Employment Eligibility Verification**

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

## **13. Drug Testing Program**

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

#### **14. Contractor Compliance with Other Laws**

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

#### **15. Indemnification**

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

#### **16. Insurance**

- 16.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- 16.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

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

- (a) Workers Compensation and Employer's Liability - Statutory Limits
- (b) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
- (c) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (d) Excess Umbrella Coverage - \$1,000,000 each occurrence

### **17. Force Majeure**

17.1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

17.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

### **18. Default**

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

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

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

- (a) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (b) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

- (c) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (d) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (e) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (f) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
- (g) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **19. Termination**

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

## **20. Subcontracting or Assignment of Contract**

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

## **21. Change Orders**

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

**22. Amendments**

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

**23. Waiver of Rights**

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

**24. Applicable Laws**

- 24.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.
- 24.2. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of contract.

**25. Miscellaneous**

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

**26. Severability**

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

**27. Binding Effect**

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

**28. Entire Agreement**

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

**29. Authority to Execute**

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

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

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

**Niblock Excavating, Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Chad Niblock, President

\_\_\_\_\_  
Michael A. Landis, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Nichols, Member

Date: \_\_\_\_\_

**EXHIBIT A**

**CONTRACTOR'S PROPOSAL**

**FOR**

**CITY OF GOSHEN**

**16<sup>TH</sup> STREET RECONSTRUCTION PROJECT, JN: 2020-0038**

Bidder/quoter/offeror ("Contractor") shall complete this proposal in its entirety. A proposal must be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, Indiana 46528 by the date and time as indicated in the Invitation section. All proposals received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety.

**PART 1 – CONTRACTOR INFORMATION**

Contractor Name: Niblock Excavating

Street Address: 906 Maple Street

City: Bristol State: IN Zip Code: 46507

Mailing Address (if different): PO Box 211

City: Bristol State: IN Zip Code: 46507

Contact Person: Chad Niblock Title: President

Telephone Number: (574) 848-4437

Fax Number: (574) 848-4575

Email Address: cniblock@niblockexc.com



**PART 2 – PROPOSAL**

**16TH STREET RECONSTRUCTION PROJECT, JN: 2020-0038**

Contractor Name: Niblock Excavating

Contractor proposes to furnish all necessary supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals, for the established unit prices for the work items as stated in Part 2-A, which unit prices when multiplied by the estimated quantities for such the work items totals:

one million, four hundred sixty five thousand, nine hundred thirty three  
dollars and fifty cents Dollars (\$ 1,465,933.50 )

Contractor acknowledges that the evaluation of proposals shall be based on such sum and further acknowledges that the quantities stated in Part 2-A are estimates only and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. Contractor further understands that compensation for all work required to complete the Project will be based on the unit prices for the work items and the actual number of units used in the Project.

By submitting a proposal, the Contractor agrees that the proposal and price(s) shall remain firm for a minimum period of sixty (60) days after the opening of the proposals.

**PART 2-A – WORK ITEMS AND UNIT PRICES, REVISED MARCH 5, 2021**

**16TH STREET RECONSTRUCTION PROJECT, JN: 2020-0038**

Contractor Name: Niblock Excavating

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1	LSUM	62,500.00	62,500.00
2	Construction Notice Board	2	EA	750.00	1,500.00
3	Construction Engineering	1	LSUM	3,000.00	3,000.00
4	Erosion & Sediment control	1	LSUM	7,500.00	7,500.00
5	Maintenance of Traffic	1	LSUM	8,500.00	8,500.00
6	Clearing of Right of Way	1	LSUM	37,500.00	37,500.00
7	Linear Site Grading	1	LSUM	55,000.00	55,000.00
8	Common Excavation (Undistributed)	200	CYD	13.50	2,700.00
9	Water Service, HDPE, DR 9, CTS, 1" (Undistributed)	200	LFT	24.50	4,900.00
10	Curb Stop, Box & Stationary Rod, 1" (Undistributed)	5	EA	650.00	3,250.00
11	Sanitary Sewer, PVC, SDR-35, 6" (Undistributed)	200	LFT	29.50	5,900.00
12	Sanitary Sewer Cleanout Assembly, 6" (Undistributed)	5	EA	550.00	2,750.00
13	Ex. Curb Removal (All Types)	5,500	LFT	5.00	27,500.00
14	Ex. Roadway Pavement Removal (All Types)	10,888	SYD	6.50	70,772.00
15	Sidewalk, 4" Concrete, Class 'A'	767	SYD	52.00	39,884.00
16	ADA Ramp	155	SYD	145.00	22,475.00
17	6" Standup Curb, Concrete	80	LFT	26.00	2,080.00

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
18	Curb and Gutter, Concrete	7,250	LFT	20.05	145,362.50
19	Commercial Drive Approach, 8" Concrete	300	SYD	68.50	20,550.00
20	Commercial Drive Approach, Asphalt	150	SYD	30.50	4,575.00
21	Residential Drive Approach, 6" Concrete	1,560	SYD	60.00	93,600.00
22	Adjust Ex. Manhole Casting	15	EA	335.00	5,025.00
23	Replace Ex. Storm Casting	2	EA	995.00	1,990.00
24	Adjust Ex. Water Main at Storm Structure	5	EA	3,350.00	16,750.00
25	Remove Ex. Storm Structure	15	EA	400.00	6,000.00
26	48" dia. Storm Catch Basin w/ Casting	8	EA	2,550.00	20,400.00
27	48" dia. Storm Catch Basin (Epoxy Coated) w/ Casting	3	EA	3,950.00	11,850.00
28	30" dia. Storm Inlet w/ Casting	2	EA	1,615.00	3,230.00
29	30" dia. Storm Inlet (Epoxy Coated) w/ Casting	4	EA	2,975.00	11,900.00
30	12" SDR-35 PVC Storm Pipe	135	LFT	50.00	6,750.00
31	12" Ductile Iron Storm Pipe	150	LFT	80.00	12,000.00
32	14" Ductile Iron Storm Pipe	435	LFT	82.50	35,887.50
33	24" dia. HP Corrugated Storm Pipe, Solid	180	LFT	57.50	10,350.00
34	3050 gal. Drywell w/ Casting	9	EA	4,350.00	39,150.00
35	Gravel, Washed, 1.5" to 3" (Around Drywell)	450	TONS	30.50	13,725.00
36	Clean Sandy/Gravel Backfill (Around Drywell)	580	TONS	13.00	7,540.00
37	Surface Mill, 2"	60	SYD	12.50	750.00
38	1.5" HMA Surface (15% MAX. RAP)	900	TONS	72.50	65,250.00
39	2.5" HMA Binder	1,550	TONS	63.50	98,425.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
40	4.0" HMA Base	2,380	TONS	58.50	139,230.00
41	12.0" #53 Crushed/Recycled Concrete	8,725	TONS	22.50	196,312.50
42	Geogrid	13,220	SYD	3.00	39,660.00
43	Asphalt Tack Coat	1	LSUM	5,000.00	5,000.00
44	24", Thermoplastic, White, Stop Bar	30	LFT	30.00	900.00
45	Temporary Mailboxes	1	LSUM	2,250.00	2,250.00
46	Remove/Reinstall Mailbox Assembly	54	EA	150.00	8,100.00
47	Landscape Restoration	1	LSUM	20,000.00	20,000.00
48	#2 Crushed/Recycled Concrete (Undistributed)	200	TONS	37.50	7,500.00
<b>TOTAL AMOUNT BID =</b>					<b>\$1,407,723.50</b>
A1	Conduit, 1.25" dia.	10,700	LFT	3.80	40,660.00
A2	Polymer Concrete Handhole	18	EA	975.00	17,550.00
<b>ALTERNATE A - TOTAL AMOUNT BID =</b>					<b>\$58,210.00</b>
<b>BASE CONTRACT PLUS ALTERNATE A - TOTAL AMOUNT BID =</b>					<b>\$1,465,933.50</b>



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

March 15, 2021

**To:** Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Agreement with Abonmarche Consultants, Inc.  
Design for Parks Department Maintenance Building and Site

Attached is an agreement with Abonmarche Consultants, Inc. for the design of a new Parks Department maintenance building and site. The cost for eight of the eleven tasks are based on lump sum amounts for each task, the sum of which totals \$71800; the construction phase services are based on standard hourly rates, but not to exceed \$12,000; the geotechnical investigation is based on standard hourly rates, but not to exceed \$8,000; and reimbursable expenses will not exceed \$500. All services, excluding the bid phase services and construction phase services, shall be completed by October 2021. City anticipates to begin the bid solicitation process in October or November 2021, with construction beginning in December 2021 or Spring 2022.

Suggested Motion:

Move to approve and execute the agreement with Abonmarche Consultants, Inc. for the design for the Parks Department maintenance building and site.

# AGREEMENT

## Design for Parks Department Maintenance Building and Site

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”), whose mailing address is 1009 South 9<sup>th</sup> Street, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Section 1. Scope of Services.**

Abonmarche shall provide City the professional services for the design of a new Parks Department maintenance building and site, which services are more particularly described in Abonmarche’s September 22, 2020 proposal attached as Exhibit A.

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

The Scope of Services included under this agreement include:

- (A) Task #1: Programming, Schematic Design & Preliminary Site Planning
- (B) Task #2: Construction Documents
- (C) Task #3: Site Engineering Plans/City Tech Review
- (D) Task #4: Landscape Plan
- (E) Task #5: “Rule 5” Permitting
- (F) Task #6: Bid Documents
- (G) Task #7: Bid Phase Services
- (H) Task #8: Construction Phase Services
- (I) Task #9: Topographic Survey
- (J) Task #10: Geotechnical Investigation
- (K) Task #11: Reimbursable Expenses

To coordinate activities between Abonmarche and City under the various Tasks, City designates and Abonmarche shall contact City’s Project Manager, Becky Hutsell.

**Section 2. Effective Date; Term.**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Abonmarche acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. Abonmarche shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services.
- (C) Abonmarche shall complete all services, excluding Task #7, Bid Phase Services and Task #8, Construction Phase Services, by October 2021, unless otherwise terminated by either party in accordance with the terms and conditions of the agreement.
- (D) City anticipates to begin the bid solicitation process in October or November 2021, with construction beginning in December 2021 or Spring 2022. Abonmarche shall provide the services for Task #7, Bid Phase Services and Task #8, Construction Phase Services through the end of the City’s bid solicitation process and the project construction.

**Section 3. Compensation.**

- (A) City agrees to compensate Abonmarche for the services under this agreement as follows:

Task #1: Programming, Schematic Design & Preliminary Site Planning ....	Lump Sum of \$21,900
Task #2: Construction Documents.....	Lump Sum of \$21,000
Task #3: Site Engineering Plans/City Tech Review .....	Lump Sum of \$12,500
Task #4: Landscape Plan .....	Lump Sum of \$2,000
Task #5: “Rule 5” Permitting.....	Lump Sum of \$2,500
Task #6: Bid Documents.....	Lump Sum of \$4,000
Task #7: Bid Phase Services .....	Lump Sum of \$4,000
Task #8: Construction Phase Services .....	Not-to-Exceed \$12,000
Task #9: Topographic Survey .....	Lump Sum of \$3,900
Task #10: Geotechnical Investigation.....	Not-to-Exceed \$8,000
Task #11: Reimbursable Expenses .....	Not-to-Exceed \$500

- (B) City will compensate Abonmarche for Task #8: Construction Phase Services and Task #10: Geotechnical Investigation based on the maximum standard hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed the fees set forth in paragraph (A) for the respective Tasks. Abonmarche’s maximum standard hourly rates are as follows:

Principal .....	\$260.00
Vice President .....	\$235.00
Architect/Project Manager .....	\$180.00
Senior Project Engineer .....	\$180.00
Staff Engineer .....	\$115.00

Project Architect .....	\$115.00
Project Surveyor .....	\$140.00
CADD Technician .....	\$95.00
Two-Person Survey Crew .....	\$150.00
One-Person Survey .....	\$100.00
Administrative Assistant.....	\$75.00

- (C) Task #11: Reimbursable Expenses include actual out-of-pocket expenses of Abonmarche for filing fees, permitting fees, and advertising fees.

**Section 4. Payment.**

- (A) City shall pay Abonmarche services satisfactorily completed under this agreement as services progress based on the amounts set forth in Section 3.
- (B) Payment for services rendered shall be upon City’s receipt of a detailed invoice from Abonmarche. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Becky Hutsell, Project Manager  
204 E. Jefferson Street, Suite 6  
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Abonmarche is required to have a current W9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

**Section 5. Ownership of Documents.**

City acknowledges Contractor’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 City upon completion of the services and payment in full of all monies due to Contractor.

**Section 6. Independent Contractor.**

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



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

**Section 7. Non-Discrimination.**

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

**Section 8. Employment Eligibility Verification.**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) 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. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

**Section 9. Contracting with Relatives.**

Pursuant to Indiana Code § 36-1-21, if the Contractor is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that the Contractor has notified both the elected official and the City's Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the Contractor.

**Section 10. Indemnification.**

Contractor shall indemnify and hold harmless the City of Goshen and City's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of the Contractor, its officers and employees and others for whom Contractor is legally liable in the performance of services under this agreement. Such indemnity shall be limited by the amount of insurance coverage required under this agreement.

## **Section 11. Insurance.**

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) 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) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$2,000,000 each occurrence and aggregate
  - (5) Excess/Umbrella Liability - \$8,000,000 each occurrence and aggregate

## **Section 12. Force Majeure.**

- (A) 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.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 13. Default.**

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

If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

- (C) 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 services described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

#### **Section 14. Termination.**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) 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 agreement.

#### **Section 15. Notice.**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: Abonmarche Consultants, Inc.  
1009 South 9th Street  
Goshen, IN 46526

and

Abonmarche Consultants, Inc.  
Attention: John Linn, Registered Agent  
315 West Jefferson Boulevard  
South Bend, IN 46601

### **Section 16. Subcontracting or Assignment.**

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

### **Section 17. Amendments.**

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.

### **Section 18. Waiver of Rights.**

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

### **Section 19. Applicable Laws.**

- (A) 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.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

### **Section 20. 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 or legally binding requirement 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 these agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 21. Severability.**

In the event that any provision of the 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.

**Section 22. Binding Effect.**

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

**Section 23. Entire Agreement.**

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

**Section 24. Authority to Execute.**

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

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

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

**Abonmarche Consultants, Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Bradley E. Mosness, PE  
Vice President

\_\_\_\_\_  
Michael A. Landis, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Nichols, Member

Date: \_\_\_\_\_

## EXHIBIT A



Engineering • Architecture • Land Surveying

September 22, 2020

Becky Hutsell, Redevelopment Project Manager  
City of Goshen  
204 East Jefferson Street, Suite 6  
Goshen, IN 46528

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**

**Parks Department Maintenance Building**

East Side of Railroad Tracks, Between Jackson Street and Plymouth Avenue  
City of Goshen, Indiana

Dear Ms. Hutsell:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the proposed Maintenance Building for the Parks Department to be located at the project site referenced above. We have tailored our scope of services based upon your request and our prior discussion, and our experience with this type of project.

This proposal includes our Work Plan, which consists of our Project Understanding, Scope of Services, and Fees for Services. I'll be the Project Manager and primary contact for this project. I can be reached in the office at (574) 314-1024, and by email at [bmosness@abonmarche.com](mailto:bmosness@abonmarche.com).

We appreciate the opportunity to submit our proposal and look forward to working with you and the City of Goshen on this project. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

ABONMARCHE CONSULTANTS, INC.

A handwritten signature in black ink that reads "Bradley E. Mosness".

Bradley E. Mosness, PE  
Vice President

A handwritten signature in black ink that reads "Arvin R. Delacruz".

Arvin R. Delacruz, AIA, NCARB  
Architect

## **WORK PLAN**

### **PROJECT UNDERSTANDING**

The proposed project includes construction of a new maintenance building for the Parks Department to be located on the east side and adjacent to the Norfolk Southern Railroad, and between Jackson Street and Plymouth Avenue in Goshen, Indiana. The proposed project consists of the following.

- The project site is about 1.5 acres with frontage on Jackson Street and Plymouth Avenue.
- The site is currently zoned for this use.
- The building size will be approximately 8,000 sft including "lean-to" area. 4,000 sft (half) of the building will be heated.
- The building will have metal siding and an eave height of approximately 20 feet.
- The building will contain one office, one bathroom, a wood shop and a breakroom.
- The site design will incorporate space for five bulk storage bays, parking for approximately 25 vehicles, a 300-gallon diesel tank, and will incorporate measures to buffer adjacent residential/alley.
- The sewers are combined in this area; therefore, the proposed project will need to manage stormwater onsite in accordance with the City of Goshen Drainage Standards.
- The proposed building shall be serviced by City of Goshen municipal sanitary and water.
- Site engineering plans will need reviewed by the City's technical review committee.
- A "Rule 5" Permit will be required for the proposed project since the proposed land disturbance is greater than one acre.

### **SCOPE OF SERVICES**

We have tailored our scope of services per our discussions with you and our current understanding of the project. This proposal includes survey, architectural, site engineering, and assistance with the public bid process. A brief listing of services we expect to deliver for this project are listed below.

### **BASE SERVICES**

#### **Task #1: Programming, Schematic Design & Preliminary Site Planning**

This task includes preparation of a conceptual building plan and preliminary site layout for the proposed project using information obtained from the field survey work. The preliminary building and site layout shall be reviewed with City Staff to discuss and receive feedback.



The initial design concepts for the project shall include: *Architectural Programming, Space Planning, Building Design, and Site Planning.*

- a) Facilitate project kick-off meeting to discuss project objectives, key issues, approach, and schedules. Visit existing facility and discuss building/site usage with the City.
- b) Review appropriate development standards and zoning codes to ensure compliance.
- c) Meet with your office to discuss basic floor plan concepts, explore innovative solutions/approaches, etc.
- d) Preliminary selection of major building systems; structural, mechanical, etc. Discuss options.
- e) Preliminary site layout. Discuss options.
- f) Prepare a preliminary opinion of likely construction costs.

Once the Schematic Designs are approved by the City, we will proceed to the detailed design phases of the project.

## **Task #2: Construction Documents**

Upon your sign-off of the Schematic Design, the plans will be developed into a full set of construction documents, including the following deliverables:

- 1) Building Construction Documents
  - a. Removals plan
  - b. Life safety plan
  - c. Coordination with Site/Civil/Landscape Plans (completed in Tasks 4-7)
  - d. Foundation plan (utilizing the geotechnical information in Task 4)
  - e. Floor plan and details
  - f. Exterior elevations and details
  - g. Design of interior finish selections
  - h. Typical wall sections, building sections, and additional details
  - i. Building structural plans and details
  - j. Complete Mechanical, Electrical, and Plumbing plans and details
  - k. Site lighting layout and design
  - l. Schedules for window, doors, etc.
  - m. Technical specifications
  - n. Update floor plan area information, such as, the amount of area by usage/unit
- 2) Design reviews and Permitting – As part of the final design process, we will:
  - a. Submit documents to Client at 50% / 95% completion stages for review.
  - b. Certify drawings.
  - c. Assemble State Energy Compliance report utilizing ComCheck.
  - d. Prepare/Submit permit documents for State Plan Review (Fees by Client).





### **Task #3: Site Engineering Plans / City Tech Review**

This task includes preparing and submitting the site engineering plans on 24"x36" drawing size to the City of Goshen Technical Review Committee for review and consideration. The plans are anticipated to include a Project Cover Sheet, Site Development Plan, Drainage and Grading Plan, Utility Plan, and associated Construction Details. Construction notes shall be shown on applicable sheets to further detail the design. Plans shall be shared with the client at 60% and 95% stages for review/comment in PDF format. Our office shall prepare the City's technical review application and attend the Technical Review Meeting to discuss the project and to receive any feedback/concerns. We recommend that a representative from your office attend the meeting with us to help respond to questions as necessary.

### **Task #4: Landscape Plan**

This task includes working with your office on developing a project appropriate landscape layout and design while considering the zoning ordinance and cost. These plans generally include specific planting locations and materials for foundation and perimeter landscape, buffering, and construction notes. Plant materials will be chosen based on their hardiness, aesthetic qualities, form and function, and maintenance characteristics. Special attention will be given to place the plantings to accent the architectural building style and esthetic presence of the entire site. If irrigation is needed, this task includes providing a performance specification for the bid phase.

### **Task #5: "Rule 5" Permitting**

This task includes preparing a storm water pollution prevention plan (SWPPP), construction details, schedules, and methods for controlling soil erosion in accordance with State Regulation 327 IAC 15-5 (Rule 5) and the City of Goshen / Elkhart County's MS4 Program. These documents, along with the required permit applications, shall be submitted for local review/approval and to IDEM prior to any earthwork activities. The required filing fees shall be provided by the client and the advertisement charge shall be included on our invoice as a reimbursable expense. This task does not include monitoring and onsite evaluations.

Since this project is a City lead project, the Post-Construction Stormwater Management Plan requirement is not anticipated; therefore, the plan is not included in this proposal.

### **Task #6: Bid Documents**

This task includes preparing and assembling the complete package of construction bid documents using the City's standard format and requirements (cover page, Notice to Bidders, Table of Contents, "front end" requirements, Owner Contractor Agreements, General Conditions, Special and Supplemental Conditions, etc.). Our office will coordinate a review meeting with the City, revise and finalize the documents as needed, and furnish a PDF copy to upload onto the Quest Project Plan Room, [www.questcdn.com](http://www.questcdn.com).



**Task #7: Bid Phase Services**

This task includes assisting the City with soliciting bids, which generally includes the following:

- a. Attend pre-bid meeting.
- b. Respond to questions during bidding and issuing addenda as required.
- c. Review the bids with the City and assist with a recommendation for award.
- d. Assist with a "Value-Engineering" analysis and issue final construction drawings and specifications.

**Task #8: Construction Phase Services (Hourly)**

This task includes providing engineering and architectural services for the process of administering the construction process, which generally includes the following:

- a. Attend pre-construction meeting.
- b. Assist City with construction questions.
- c. Review submittals/shop drawings.
- d. Periodic site visits and provide field reports (includes (5) site visits)
- e. Perform punch list of project for closeout.
- f. Perform final walk-through with client at the completion of construction.

**ADDITIONAL SERVICES**

**Task #9: Topographic Survey**

This task involves performing a Boundary Retracement and detailed Topographic Survey of the project site and adjacent streets to determine the property lines, gather existing features, visible utilities, and elevations for use in developing the site plan and design. Prior to starting the field survey, utility locates shall be requested through INDIANA 811. A topographic survey drawing shall be prepared and incorporated into the plans for bidding and construction purposes.

**Task #10: Geotechnical Investigation**

This task includes performing a geotechnical investigation (soil borings) for the building foundation, parking and truck maneuvering areas, and stormwater retention to determine groundwater, soil bearing capacity, soil infiltration, and any special construction recommendations required. A geotechnical report shall be provided as the final product with detailed building and site recommendations.



**FEES FOR SERVICES**

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount for each task listed below, and hourly rates for Task #8. All services below are firm for 90 days. If not completed within one year, Abonmarche reserves the right to adjust all uncompleted items for cost of living increase. Please note the below costs do not include filing, permitting, and advertising fees. These fees shall be paid separately by the client.

Base Services

Task #1	Programming, Schematic Design & Preliminary Site Planning .....	\$ 21,900
Task #2	Construction Documents .....	\$ 21,000
Task #3	Site Engineering Plans / City Tech Review .....	\$ 12,500
Task #4	Landscape Plan.....	\$ 2,000
Task #5	"Rule 5" Permitting.....	\$ 2,500
Task #6	Bid Documents.....	\$ 4,000
Task #7	Bid Phase Services .....	\$ 4,000
Task #8	Construction Phase Services (Hourly) .....	(Allowance) \$ 12,000

**TOTAL: ..... \$ 79,900 (incl. Allowance for Task #8)**

Additional Services

Task #9	Topographic Survey .....	\$ 3,900
Task #10	Geotechnical Investigation .....	(Allowance) \$ 8,000
Task #11	Reimbursables (permitting/advertising fees) .....	(Allowance) \$ 500

NOTE:

Please note that any special requirements, imposed upon this project by a reviewing governmental entity or the client, that are necessary to proceed with the project and are beyond the scope identified in this proposal, will be considered as additional services. We will contact you for authorization prior to commencing with said services.

MAXIMUM HOURLY RATES BY JOB CLASSIFICATION

Principal	\$ 255.00
Vice President	\$ 220.00
Architect / Project Manager	\$ 175.00
Senior Project Engineer	\$ 165.00
Staff Engineer	\$ 110.00
Project Architect	\$ 115.00
Project Surveyor	\$ 130.00
CADD Technician	\$ 95.00
Two-Person Survey Crew	\$ 140.00
One-Person Survey	\$ 100.00
Administrative Assistant	\$ 75.00



**ANTICIPATED SCHEDULE**

If a signed authorization to proceed is received by October 1, 2020, we anticipate proceeding according to the following schedule.

	<b>Commencement</b>	<b>Submittal or Completion</b>	<b>Anticipated Approval</b>
Field Survey	Oct. 5	Oct. 23	
Preliminary Site Plan	Oct. 19	Oct. 30	
Review with City	Week of Nov. 2		
Architectural Design			
▪ Schematic Design	Nov. 9	4 weeks	
▪ Construction Documents		6 weeks	
Site Engineering Plans / "Rule 5"	Nov. 16	Dec. 23	
▪ City Tech Review	Jan. 14		Est. 2-3 weeks
Bidding Phase	February 2021		
Start Construction (Estimated)	Spring 2021		

NOTE:

Please note that if significant governmental approvals are either not received as anticipated, or are delayed, the above completion schedule will be similarly affected.

**INFORMATION AND SERVICES TO BE PERFORMED / FURNISHED BY CLIENT**

1. Legal Services for the Project and Title Policy, if available
2. Signage Design
3. Assistance with Public Meetings

**ADDITIONAL SERVICES OF ABONMARCHE AS REQUESTED**

1. Zoning Amendments / BZA Developmental Variances
2. Color Renderings
3. Easement Descriptions/Sketches
4. Off-Site Roadway and Utility Extension Design
5. Construction Staking





**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NIPSCO ELECTRIC LANE RESTRICTIONS ON COLLEGE AVE. AND  
KERCHER ROAD**

DATE: March 15, 2021

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NIPSCO Electric will be working at the intersections of Dierdorff Road and College Avenue as well as Kercher Road and Century Drive to cut and install jumpers on overhead power lines. NIPSCO anticipates the work to involve quick setups and teardowns with minimal interruptions to traffic. The lane restrictions are scheduled to begin March 22, 2021 and extend through March 24, 2021.

**Requested Motion: Approve lane restrictions on Dierdorff Road, and Kercher Road as shown on attached map and traffic control plan beginning March 22, 2021 through March 24, 2021.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

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Jeremy Stutsman, Mayor

---

Mary Nichols, Member

---

Michael Landis, Member

# ArcGIS Web Map



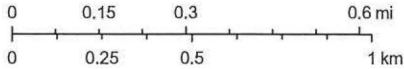
3/12/2021, 7:25:17 AM

City\_Limits

Goshen\_2019.tif

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

1:18,056



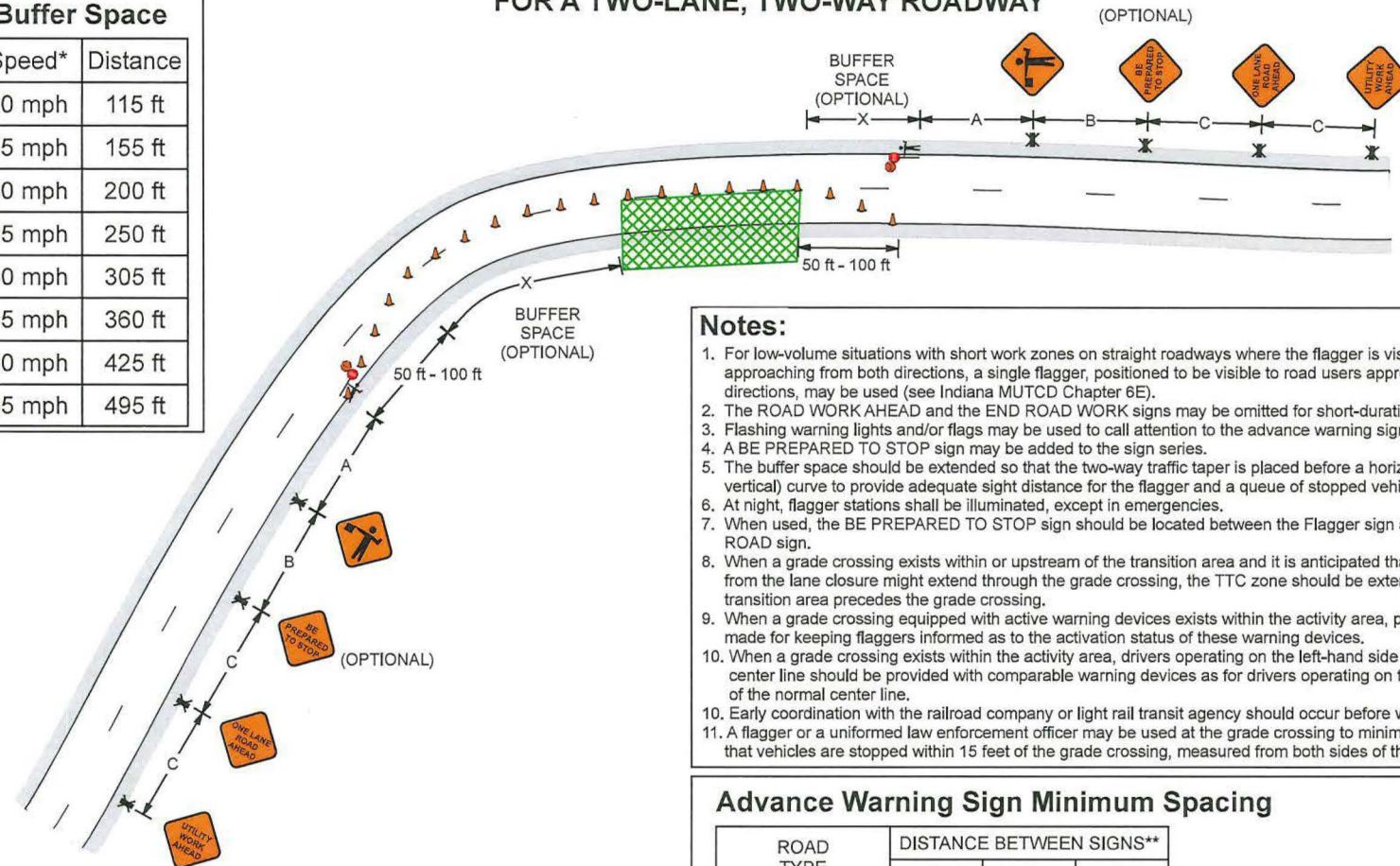
USDA FSA, GeoEye, Maxar, City of Goshen, Elkhart County, Indiana

This data may be incomplete or inaccurate. Goshen City and Elkhart cannot be held liable for errors or omissions in the data. By using this data, the recipient agrees to protect, hold harmless and indemnify Goshen City, Elkhart County, its employees, and its officers.

### Recommended Buffer Space

Speed*	Distance
20 mph	115 ft
25 mph	155 ft
30 mph	200 ft
35 mph	250 ft
40 mph	305 ft
45 mph	360 ft
50 mph	425 ft
55 mph	495 ft

## TYPICAL FLAGGING OPERATION FOR A TWO-LANE, TWO-WAY ROADWAY



### Notes:

- For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Indiana MUTCD Chapter 6E).
- The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
- Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
- At night, flagger stations shall be illuminated, except in emergencies.
- A BE PREPARED TO STOP sign may be added to the sign series.
- The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.
- When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
- When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
- When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
- When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
- Early coordination with the railroad company or light rail transit agency should occur before work starts.
- A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

### Advance Warning Sign Minimum Spacing

ROAD TYPE	DISTANCE BETWEEN SIGNS**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet

\* Speed category to be determined by the highway agency  
 \*\* The column headings A, B, and C are the dimensions shown in Indiana MUTCD Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



John P. McCarty  
 Digitally signed by John P. McCarty  
 Date: 2020.10.13 13:21:05 -04'00'

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 07/31/2022.



www.orangebarreleengineers.com  
 ORANGE BARREL ENGINEERS, P.C.  
 2642 N 700 W  
 GREENFIELD, IN 46140  
 317-758-7587

PREPARED FOR:  
**LS Traffic Control, Inc.**

PROJECT NAME:

Typical Flagging Operation  
 Two-Lane, Two-Way Road

PROJECT ADDRESS:

Indiana

THESE DRAWINGS ARE THE PROPERTY OF LS Traffic Control, Inc. THEY ARE INTENDED EXCLUSIVELY FOR USE ON THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF LS Traffic Control.

ISSUED FOR: DATE  
 Temporary Traffic Control 10/13/2020

Des. by: JPM  
 Drawn by: JPM

REVISION		
NO	DESCRIPTION	BY DATE

SHEET TITLE:  
**Typical Temporary Traffic Control Plan**

SHEET NUMBER:

**1 OF 1**



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EAST REYNOLDS STREET LANE RESTRICTIONS (JN: 2020-0017)**

DATE: March 15, 2021

---

NIPSCO has requested permission to restrict traffic along portions of East Reynolds Street from Lincolnway East (US 33) to Douglas Street, from Monday, March 15 until Friday, April 2, 2021. Proper traffic controls will be utilized, per INDOT standards. Their subcontractor will be relocating gas main in preparation for roadway reconstruction in this area.

**Requested motion: Move to approve lane restrictions along Reynolds Street, east of Lincolnway East (US 33), from March 15 until April 2, 2021**

ACCEPTED:

City of Goshen  
Board of Works & Safety

---

Jeremy Stutsman, Mayor

---

Mike Landis, Board Member

---

Mary Nichols, Board Member





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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF LINCOLN AVENUE & OLIVE STREET LANE  
RESTRICTIONS (JN: 2019-0046)**

DATE: March 15, 2021

---

Due to the need to safely install gas main around unmarked utilities, and because of previous weather interruptions, Miller Pipeline has encountered further delays in installing gas main. NIPSCO is requesting the Board of Works allow an extension of lane restrictions along Lincoln Avenue and Olive Street until April 16, 2021.

**Requested motion: Move to approve an extension of lane restrictions along Lincoln Avenue and Olive Street until April 16, 2021.**

ACCEPTED:

City of Goshen  
Board of Works & Safety

---

Jeremy Stutsman, Mayor

---

Mike Landis, Board Member

---

Mary Nichols, Board Member



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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **OLIVE STREET ROAD CLOSURE AT LINCOLN AVENUE (JN: 2019-0046)**

DATE: March 15, 2021

---

NIPSCO has requested permission to close Olive Street, just north of the intersection with Lincoln Avenue, from Monday, March 22 until Friday, March 26, 2021, in order to complete gas main tie-in work. All necessary traffic controls will be utilized. Traffic will be detoured onto Steury Avenue.

**Requested motion: Move to approve the closure of Olive Street, just north of Lincoln Avenue from March 22 until March 26, 2021.**

**ACCEPTED:**

**City of Goshen**  
**Board of Works & Safety**

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mike Landis, Board Member

\_\_\_\_\_  
Mary Nichols, Board Member



**Engineering Department  
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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **PUMPKINVINE TRAIL CLOSURE – LINCOLN AVENUE & ROCK RUN CREEK (JN: 2019-0046)**

DATE: March 15, 2021

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NIPSCO has requested permission to close the Pumpkinvine Nature Trail, just west of Rock Run Creek, on the south side of Lincoln Avenue, from Monday, March 15 until Tuesday, March 16, 2021, in order to install new gas main. A detour will be provided around the work site.

NIPSCO anticipates a second trail closure at the same location in the coming weeks to fully restore the trail.

**Requested motion: Move to approve the closure of the Pumpkinvine Nature Trail at Lincoln Avenue and Rock Run Creek from March 15 until March 16, 2021.**

ACCEPTED:

City of Goshen  
Board of Works & Safety

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Jeremy Stutsman, Mayor

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Mike Landis, Board Member

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Mary Nichols, Board Member



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **ROAD CLOSURE REQUEST**  
**PROJECT NO. [STREETS BY NAME/VIRGINIA]**

DATE: March 9, 2021

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NIPSCO is replacing three valves at the regulator site approximately 125' to the east of 1502 Virginia St. Due to the size and locations of existing and proposed facilities, the road will need to be cut. NIPSCO has requested to close the section of the road for the duration of the project. The project will start April 19 and have a 2-3 week duration. The proposed traffic plan is attached.

Thank you for your consideration of this request.



Date: 3/1/2021 Author: TCS, Inc. Project: Virginia St - Goshen, IN - Closure  
 Prepared for: Nipsco Sheet: 1 of 1 Scale: N.T.S.

**Comments:**

Plan provided to meet MUTCD standards, any addition requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval.

**Manifest**

- 3 x R11-2
- 3 x R11-4 road closed to thru traffic
- 1 x W20-3 road closed ahead

