



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF June 14, 2022**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81223011833>

The Goshen Redevelopment Commission will meet on June 14, 2022 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. CHANGES TO THE AGENDA

3. APPROVAL OF MINUTES

4. PRESENTATION – Housing Market Study (Structurepoint)

5. NEW BUSINESS

Resolution 30-2022 – Request to Authorize Execution of an agreement with NuWay Construction for the New Parks Maintenance Facility Building Construction

Resolution 31-2022 – Request to Authorize Purchase Agreement for 1689 Reliance Road

Resolution 32-2022 – Request for Approval for a Bond Issuance to Fund New South Fire Station in the Southeast TIF

Resolution 33-2022 – Request for Permission to Issue an RFP for Design for the New South Fire Station

Resolution 34-2022 – Request for Approval of an Amended Development Agreement with Last Dance, LLC

Resolution 35-2022 – Request to Authorize Execution of an Agreement with HRP Construction, Inc. for Contract #1

Resolution 36-2022 – Request to Authorize Execution of an Agreement with Niblock Excavating, LLC for Contract #2

Resolution 37-2022 – Request to Authorize Execution of an Agreement with HRP Construction, Inc. for Contract #3

Resolution 38-2022 – Request to Authorize Execution of an Agreement with Elkhart County Gravel for No. 53 Compact Aggregate

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

8. OPEN FORUM

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.

9. ANNOUNCEMENTS

Next Regular Meeting – July 12, 2022 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of May 10, 2022

The Goshen Redevelopment Commission met in a regular meeting on May 10, 2022 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

The meeting was called to order by President Vince Turner. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brian Garber, Andrea Johnson, Brett Weddell, Vince Turner and Bradd Weddell

Absent: Brianne Brenneman

Commission President Turner stated the meeting is also available via Zoom.

APPROVAL OF MINUTES

A motion was made by Commissioner Johnson and seconded by Commissioner Weddell to approve the minutes of the April 14, 2022 regular meeting.

The motion was adopted unanimously.

PRESENTATION - BKV Group – New Fire Station Study

(1:00) Craig Carter, BKV Group presented a power point of the Goshen Fire Station Study and answered questions from Commission members.

NEW BUSINESS

Resolution 24-2022 – Acquisition of Real Estate in the 200-Block of Pleasant Avenue and 211 New Street

(45:46) Becky Hutsell, Redevelopment Director, approval of the purchase order for the properties owned by Doug Dispennett was given at a previous meeting. At that time his attorney had not reviewed it. The only detail to change was the date of possession, it was the end of the year and now it has been moved to March 31, 2023.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 24-2022.

The motion was adopted unanimously.

Resolution 25-2022 – Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

(47:25) Becky Hutsell, Redevelopment Director, this is done annually to send notice to the County Auditor that there are no excess funds in the Lippert/Dierdorff allocation area and we intended to use the TIF funds as planned in the capital plan.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 25-2022.

The motion was adopted unanimously.

Resolution 26-2022 – Annual Determination of Excess Assessed Value in the Consolidated River Race/US 33 Allocation Area

Becky Hutsell, Redevelopment Director, this is done annually to send notice to the County Auditor that there are no excess funds in the Consolidated River Race/US 33 allocation area and we intended to use the TIF funds as planned in the capital plan.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 26-2022.

The motion was adopted unanimously.

Resolution 27-2022 – Annual Determination of Excess Assessed Value in the Southeast Allocation Area

Becky Hutsell, Redevelopment Director, this is done annually to send notice to the County Auditor that there are no excess funds in the Southeast allocation area and we intended to use the TIF funds as planned in the capital plan.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 27-2022.

The motion was adopted unanimously.

Resolution 28-2022 – Request to Authorize Execution of an Agreement with Heron Environmental, LLC for a Phase I & Phase II Environmental Site Assessment at 215 Pleasant Avenue

(50:22) Becky Hutsell, prior to acquiring 215 Pleasant Avenue and surrounding properties, we are required to complete our environmental due diligence within 180 days of closing. A Request for Quotes was issued to complete a new Phase 1 and well as Phase 11 with the scope established in 2013. The lowest quote for this project is Heron Environmental, LLC at \$14,000.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 28-2022.

The motion was adopted unanimously.

Resolution 29-2022 – Request to Authorize Execution of an Agreement with Niblock Excavating, LLC for the Genesis Project 10 – Kercher Road Crossing Project

(52:22) Becky Hutsell, Redevelopment Director, last year a potential project was presented to the Commission to participate in a stormwater connection along Southside Park Court to allow for the construction of a new facility for Genesis Products along with four undeveloped parcels. All existing connections within close range are at capacity. One bid was received from Niblock Excavating, Inc. for a contract price of \$275,016 with a substantial completion date of July 15, 2022.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 29-2022.

The motion was adopted unanimously.

UPDATE – Submission of Annual Gateway Report

(55:39) Tracee Norton, Redevelopment Office Assistant, notified the Commission that the annual Gateway Report was submitted by the deadline.

DISCUSSION – Request to Amend Purchase Agreement for Real Estate at 323 South Sixth Street and 211 West Madison Street

(56:00) Becky Hutsell, Redevelopment Director, the Commission approved a purchased agreement for 323 South Sixth Street and 211 West Madison Street in 2015. The Sixth Street real estate is a duplex and Madison Street is currently used as a salon. Per the agreement, the duplex was to be converted to a single family home and the structure at 211 West Madison to be demolished and both parcels incorporated into one real estate parcel. A mortgage is held by the city to ensure that these conditions are met no later than April 30, 2023. A letter from the owner, David Stump, is in the packet.

David Stump, Goshen, when he purchased the property at 211 West Madison Street the city wanted it demolished since it had been empty for a while and was in disrepair. He has had the same tenant from day one and she has done improvements to the building. She is wanting to purchase both properties and rent the home to a family member.

Larry Barkes, City Attorney, stated that this needs to be reviewed further since the pricing was based on the assumption that there would be costs associated with the demolishing, landscaping and the conversion to one parcel of real estate.

Questions and comments from Commission members.

Mark Brinson asked for volunteers to review this request.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to amend the register of claims to add a claim for \$4487.00.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve the payment of the Register of Claims totaling \$50,095.26.

MONTHLY REDEVELOPMENT STAFF REPORT

Redevelopment Director Becky Hutsell offered to answer any questions about the monthly report: however the Commission did not have any questions.

OPEN FORUM

No one from the Commission or the public spoke during the open forum.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for June 14, 2022 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to adjourn the meeting.

The motion was adopted unanimously.

The regular meeting was adjourned at 4:15 p.m.

APPROVED on June 14, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 30-2022

**Request to Authorize Execution of an Agreement with NuWay Construction for the
New Parks Department Maintenance Building Construction**

WHEREAS on May 9, 2022, two bids were received for the New Goshen Parks Maintenance Building Construction Project.

WHEREAS NuWay Construction submitted the lowest bid of \$2,472,058.06 with a completion date of September 1, 2023 which is subject to material availability.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement with NuWay Construction for the New Goshen Parks Maintenance Building Construction Site on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on June 14, 2022

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 30-2022 - Request to Authorize Execution of an Agreement with Nuway Construction for the New Goshen Parks Maintenance Building Construction

On May 9th, bids were received for the rebid of the New Goshen Parks Maintenance Building Construction Project. Two bids were received and a copy of the bid tabulation is attached to the agreement for review.

The Redevelopment Commission had originally committed \$500,000 towards the construction of the new facility. Last fall, we had requested another \$500,000 to go towards the project, which was supported by the Commission. Staff is now requesting that the Commission fund the full project. While this is a significant increase, recent cost estimate updates for the pavilion/ice rink project have proven that that project is not currently viable. We're requesting that the \$2,500,000 that was previously committed for that project be redirected to the new Parks facility instead.

The Goshen Parks Department has been a great partner for Redevelopment over the past 20 years. They've graciously accepted mile after mile of new trails to maintain and this location, immediately adjacent to the 9th Street Trail, will prove to be a great asset for the Corridor and removes their operations and equipment from an extremely flood-prone area.

We're requesting that the Commission authorize execution of an agreement with Nuway Construction for this project for a total cost of \$2,472,058.06, and includes the following:

1. Building Base Bid + Alternates A and B
2. Site Work Base Bid + Alternate C

Supply chain issues will impact the project schedule but a completion deadline of September 1, 2023 has been inserted into the agreement, subject to material availability.

AGREEMENT
FOR
NEW GOSHEN PARKS MAINTENANCE
BUILDING CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on _____, 2022, by and between **Nuway Construction** (“Contractor”), whose mailing address is 2119 Carmen Court, Goshen, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

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

1. Scope of Services

- 1.1. Contractor shall perform all work for the New Goshen Parks Maintenance Building Construction Project - JN: 2021-0022 in accordance with the complete Specification Documents which are incorporated by reference into this agreement. For the purposes of this agreement, all construction work and services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor, are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (a) this agreement; (b) the Specification Documents for the Project, including detailed specifications, plans and drawings; and (c) Contractor’s Proposal.

2. Effective Date; Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by September 1, 2023. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or

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

3. Compensation

- 3.1. City shall pay Contractor for the performance of the work based on established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices with a total cost for the Project estimated at \$2,472,058.06. This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder. The actual number of units used in the Project may be more or less than the estimated quantities, and payment to Contractor on the contract will be based on the established unit prices and the actual number of units used.
- 3.3. The prices shall cover and include all Contractor's costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage

- 4.1. Upon receipt of a detailed invoice, City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.2. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.3. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 4.4. Upon Contractor's completion of the Project in accordance with the Specification Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 4.5. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

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

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

5. Materials and Workmanship; Inspection

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

6. Warranty

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.

- 6.3. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond

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

8. Performance Bond

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

9. Payment Bond

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

10. Independent Contractor

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

11. Non-Discrimination

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

Contractor agrees:

- 11.1.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.1.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 11.1.3. That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 11.1.4. That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification

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

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

13. Drug Testing Program

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

14. Contractor Compliance with Other Laws

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

15. Indemnification

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

16. Insurance

16.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

16.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

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

16.3.1. Workers Compensation and Employer's Liability - Statutory Limits

16.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate

16.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

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

17. Force Majeure

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

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

18. Default

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

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

19. Termination

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

20. Subcontracting or Assignment of Contract

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

21. Change Orders

- 21.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the

original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

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

22. Amendments

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

23. Waiver of Rights

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

24. Applicable Laws

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

25. Miscellaneous

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

26. Severability

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

27. Binding Effect

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

28. Authority to Execute

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

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

City of Goshen, Indiana
Goshen Redevelopment Commission

Nuway Construction

Becky Hutsell, Redevelopment Director
Date: _____

Printed: _____
Title: _____
Date: _____

EXHIBIT A

NEW GOSHEN PARKS MAINTENANCE BUILDING - JN: 2021-0022
 MATERIAL BID TAB
 BID DUE DATE - May 16, 2022

PART 1 - BUILDING - BASE BID

Item No.	Est. Quantity	Unit	Description	Nuway Construction *		R. Yoder Construction	
				Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$162,469.00	\$162,469.00	\$23,328.00	\$23,328.00
2	1	LSUM	Selective Demolition	\$0.00	\$0.00	\$0.00	\$0.00
3	1	LSUM	Cast-in-Place Concrete	\$192,841.00	\$192,841.00	\$497,574.63	\$497,574.63
4	1	LSUM	Excavation and Backfill	\$12,650.00	\$12,650.00	\$14,580.00	\$14,580.00
5	1	LSUM	Steel Building	\$242,518.00	\$242,518.00	\$697,378.90	\$697,378.90
6	1	LSUM	Rough Carpentry	\$27,924.00	\$27,924.00	\$34,992.00	\$34,992.00
7	1	LSUM	Casework	\$6,211.00	\$6,211.00	\$6,305.13	\$6,305.13
8	1	LSUM	Air / Moisture Barrier	\$16,967.00	\$16,967.00	\$5,178.82	\$5,178.82
9	1	LSUM	Metal Wall Panels	\$157,741.00	\$157,741.00	\$272,748.58	\$272,748.58
10	1	LSUM	Roofing	\$102,059.00	\$102,059.00	\$221,382.00	\$221,382.00
11	1	LSUM	Stopping	\$0.00	\$0.00	\$1,550.00	\$1,550.00
12	1	LSUM	Joint Sealants	\$0.00	\$0.00	\$4,898.00	\$4,898.00
13	1	LSUM	Overhead Doors	\$34,106.00	\$34,106.00	\$36,764.00	\$36,764.00
14	1	LSUM	Doors, Frames, and Hardware	\$35,111.00	\$35,111.00	\$10,826.00	\$10,826.00
15	1	LSUM	Aluminum Doors and Frames	\$10,556.00	\$10,556.00	\$40,678.00	\$40,678.00
16	1	LSUM	Windows	\$12,778.00	\$12,778.00	\$12,880.00	\$12,880.00
17	1	LSUM	Studs, Wall Finishes, and Acoustical	\$101,322.00	\$101,322.00	\$107,027.00	\$107,027.00
18	1	LSUM	Painting	\$35,789.00	\$35,789.00	\$29,030.00	\$29,030.00
19	1	LSUM	Toilet Accessories	\$556.00	\$556.00	\$2,070.00	\$2,070.00
20	1	LSUM	Fire Extinguishers	\$825.00	\$825.00	\$1,492.00	\$1,492.00
21	1	LSUM	Appliances	\$2,670.00	\$2,670.00	\$4,082.00	\$4,082.00
22	1	LSUM	Plumbing	\$0.00	\$0.00	\$61,549.00	\$61,549.00
23	1	LSUM	HVAC	\$464,400.00	\$464,400.00	\$78,935.00	\$78,935.00
24	1	LSUM	Electrical	\$115,000.00	\$115,000.00	\$120,722.00	\$120,722.00
BASE BID AMOUNT TOTAL:				\$1,734,493.00		\$2,285,971.06	

PART 2 - SITE WORK - BASE BID

Item No.	Est. Quantity	Unit	Description	Nuway Construction *		R. Yoder Construction **	
				Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Construction Notice Board	\$684.00	\$684.00	\$4,082.40	\$4,082.40
2	1	LSUM	Mobilization & Demobilization	\$44,896.00	\$44,896.00	\$8,631.36	\$8,631.36
3	1	LSUM	Maintenance of Traffic	\$3,375.00	\$3,375.00	\$1,924.56	\$1,924.56
4	1	LSUM	Construction Engineering	\$9,170.00	\$9,170.00	\$7,931.52	\$7,931.52
5	1	LSUM	Clearing	\$0.00	\$0.00	\$874.80	\$874.80
6A	1	LSUM	Building, Remove	\$13,068.00	\$13,068.00	\$11,489.04	\$11,489.04
6B	3	EA	Structure, Remove	\$120.00	\$360.00	\$1,069.20	\$3,207.60
6C	250	LFT	Pipe, Remove	\$5.40	\$1,350.00	\$9.33	\$2,332.50
6D	25	LFT	Guard Rail, Remove	\$9.10	\$227.50	\$23.33	\$583.25
6E	50	SYD	Concrete, Remove	\$10.52	\$526.00	\$19.83	\$991.50
6F	1	EA	Light Pole, Remove	\$430.00	\$430.00	\$699.84	\$699.84
7A	1	LSUM	Earthwork	\$31,020.00	\$31,020.00	\$87,480.00	\$87,480.00
7B	500	CYD	Structure Backfill (Undistributed)	\$39.93	\$19,965.00	\$21.00	\$10,500.00
8A	390	LFT	Silt Fence	\$5.90	\$2,301.00	\$4.67	\$1,821.30
8B	9	EA	Inlet Protection	\$150.92	\$1,358.28	\$142.56	\$1,283.04
8C	1	LSUM	Temporary Erosion and Sediment Control	\$2,864.00	\$2,864.00	\$3,324.24	\$3,324.24
9	2,600	TON	Compacted Aggregate for Base, No. 53	\$26.70	\$69,420.00	\$32.08	\$83,408.00
10A	290	TON	HMA Surface, 9.5 mm, Type B	\$161.00	\$46,690.00	\$143.47	\$41,606.30
10B	940	TON	HMA Base, 25.0 mm, Type B	\$118.46	\$111,352.40	\$105.56	\$99,226.40
10C	1	LSUM	HMA Pavement Patch - Jackson Street	\$9,817.00	\$9,817.00	\$31,726.08	\$31,726.08
10D	1	LSUM	HMA Pavement Patch - Alley	\$4,908.00	\$4,908.00	\$8,456.40	\$8,456.40
11	3,240	SYD	Asphalt for Tack Coat	\$0.52	\$1,684.80	\$0.47	\$1,522.80
12	7	SYD	Concrete Curb Ramp	\$0.00	\$0.00	\$833.14	\$5,831.98
13	80	SYD	Concrete Sidewalk, 4"	\$0.00	\$0.00	\$90.98	\$7,278.40
14	440	LFT	Concrete Curb	\$51.13	\$22,497.20	\$52.49	\$23,095.60
15	360	SYD	Concrete Pavement, Reinforced	\$0.00	\$0.00	\$237.43	\$85,474.80
16	540	SYD	PCCP for Approaches, 8 in.	\$0.00	\$0.00	\$136.62	\$73,774.80
17A	70	SYD	Landscape Stone, Retement	\$57.95	\$4,056.50	\$69.98	\$4,898.60
17B	70	SYD	Geotextile	\$19.99	\$1,399.30	\$24.79	\$1,735.30
18A	2,950	SYD	Mulched Seeding, Type U	\$7.95	\$23,452.50	\$2.92	\$8,614.00
18B	1,120	SYD	Erosion Control Blankets	\$2.56	\$2,867.20	\$1.17	\$1,310.40
19A	1,000	LFT	Fence, Chain Link, Privacy Slats, 8 ft.	\$98.07	\$98,070.00	\$111.46	\$111,460.00
19B	2	EA	Fence, Chain Link, Gates, Motorized, 8 ft.	\$18,877.00	\$37,754.00	\$19,828.80	\$39,657.60
20A	312	LFT	Storm Sewer Pipe, Circular, 8 in., PVC	\$38.07	\$11,877.84	\$19.26	\$6,009.12
20B	355	LFT	Storm Sewer Pipe, Circular, 10 in., DI CL50	\$66.47	\$23,596.85	\$63.28	\$22,464.40
20C	81	LFT	Storm Sewer Pipe, Circular, 12 in., PVC	\$51.99	\$4,211.19	\$39.36	\$3,188.16
20D	74	LFT	Storm Sewer Pipe, Circular, 12 in., DI CL50	\$90.90	\$6,726.60	\$96.81	\$7,163.94
20E	1	EA	Storm Sewer Pipe, Snout, 10 in.	\$1,022.00	\$1,022.00	\$992.61	\$992.61
20F	1	EA	Storm Sewer Pipe, Snout, 12 in.	\$1,022.00	\$1,022.00	\$992.61	\$992.61
20G	1	EA	Storm Sewer Pipe, Snout Bio-Skirt	\$852.00	\$852.00	\$3,090.96	\$3,090.96
20H	1	LSUM	Connect Room Downspouts to Storm Sewer	\$3,182.00	\$3,182.00	\$1,166.40	\$1,166.40
21A	3	EA	Standard Inlet, 30 in.	\$1,818.00	\$5,454.00	\$1,710.72	\$5,132.16
21B	1	EA	Standard Catch Basin, 30 in.	\$1,523.00	\$1,523.00	\$1,283.04	\$1,283.04
21C	1	EA	Standard Manhole, 48 in.	\$2,102.00	\$2,102.00	\$1,982.88	\$1,982.88
21D	1	EA	Standard Manhole, 60 in.	\$2,840.00	\$2,840.00	\$4,082.40	\$4,082.40
21E	2	EA	Standard Manhole with Sump, 48 in.	\$2,614.00	\$5,228.00	\$2,759.70	\$5,519.40
21F	1	EA	Standard Inlet with Orifice Opening, 30 in.	\$1,704.00	\$1,704.00	\$2,041.20	\$2,041.20
21G	1	EA	1,000 Gallon Oil & Water Separator	\$10,568.00	\$10,568.00	\$5,832.00	\$5,832.00
22A	5	EA	Pipe End Section, 10 in.	\$523.00	\$2,615.00	\$279.94	\$1,399.70
22B	1	EA	Pipe End Section, 12 in.	\$653.50	\$653.50	\$233.28	\$233.28
23A	531	LFT	Sanitary Sewer Pipe, PVC, SDR 35, 6 in.	\$56.80	\$30,160.80	\$10.21	\$5,421.51
23B	5	EA	Sanitary Sewer, Clean-Out, 2-Way	\$909.00	\$4,545.00	\$699.84	\$3,499.20
24	1	EA	Standard Sanitary Manhole, 48 in.	\$3,182.00	\$3,182.00	\$2,041.20	\$2,041.20
25	1	EA	Water Service Connection (City does tap)	\$5,682.00	\$5,682.00	\$583.20	\$583.20
26	400	LFT	Water Service, HDPE, 2 in. IPS w/ Tracer	\$11.93	\$4,772.00	\$4.37	\$1,748.00
27A	920	LFT	Line, Thermoplastic, Solid, White, 4 in.	\$0.83	\$763.60	\$0.87	\$800.40
27B	2	EA	Pavement Message, ADA Symbol, White	\$55.00	\$110.00	\$58.32	\$116.64
27C	1	EA	Pavement Message, RR Symbol, White	\$330.00	\$330.00	\$349.92	\$349.92
28	2	EA	Sheet Sign and Post	\$379.50	\$759.00	\$402.41	\$804.82
29A	1,600	LFT	Exterior Utility Conduit, PVC Sch. 80, 1 in.	\$0.00	\$0.00	\$11.66	\$18,656.00
29B	400	LFT	Exterior Utility Conduit, PVC Sch. 80, 4 in.	\$0.00	\$0.00	\$18.66	\$7,464.00
30	1	EA	Diesel Tank w/ Auto Shutoff and Structure	\$5,745.00	\$5,745.00	\$8,748.00	\$8,748.00
31	2	EA	Light Pole Foundation and Fixture	\$0.00	\$0.00	\$1,399.68	\$2,799.36
BASE BID AMOUNT TOTAL:				\$706,791.06		\$901,840.92	

PART 1 - BUILDING - ALTERNATE A

Item No.	Est. Quantity	Unit	Description	Nuway Construction *		R. Yoder Construction	
				Unit Price	Amount	Unit Price	Amount
A1	1	LSUM	Industrial Racking	\$24,620.00	\$24,620.00	\$25,750.00	\$25,750.00
ALTERNATE A TOTAL:				\$24,620.00		\$25,750.00	

PART 1 - BUILDING - ALTERNATE B

Item No.	Est. Quantity	Unit	Description	Nuway Construction *		R. Yoder Construction	
				Unit Price	Amount	Unit Price	Amount
B1	1	LSUM	Compressed Air System	\$0.00	\$0.00	\$23,328.00	\$23,328.00
ALTERNATE B TOTAL:				\$0.00		\$23,328.00	

PART 1 - BUILDING - ALTERNATE C

Item No.	Est. Quantity	Unit	Description	Nuway Construction *		R. Yoder Construction	
				Unit Price	Amount	Unit Price	Amount
C1	1	EA	Pressure Washer	No Bid	No Bid	\$0.00	\$0.00
C2	1	LSUM	Pressure Washer Accessories	No Bid	No Bid	\$0.00	\$0.00
ALTERNATE C TOTAL:				\$0.00		\$0.00	

				Nuway Construction *		R. Yoder Construction	
TOTAL AMOUNT OF BASE BID:				\$1,734,493.00		\$2,285,971.06	
TOTAL AMOUNT OF BASE BID + ALTERNATE A:				\$1,759,113.00		\$2,311,721.06	
TOTAL AMOUNT OF BASE BID + ALTERNATE B:				\$1,734,493.00		\$2,309,299.06	
TOTAL AMOUNT OF BASE BID + ALTERNATE C:				\$1,734,493.00		\$2,285,971.06	
TOTAL AMOUNT OF BASE BID + ALTERNATES A, B, & C:				\$1,759,113.00		\$2,335,049.06	

* Due to an addition error, Nuway's Base Bid Amount Total is \$4998.00 lower than their written bid.

PART 2 - SITE WORK - ALTERNATE A

Item No.	Est. Quantity	Unit	Description	Nuway Construction *		R. Yoder Construction **	
				Unit Price	Amount	Unit Price	Amount
A1	1	LSUM	Rainwater Harvesting System	No Bid	No Bid	\$12,247.20	\$12,247.20
ALTERNATE A TOTAL:				\$0.00		\$12,247.20	

PART 2 - SITE WORK - ALTERNATE B

Item No.	Est. Quantity	Unit	Description	Nuway Construction *		R. Yoder Construction **	
				Unit Price	Amount	Unit Price	Amount
B1	1	EA	Deduct-Fence, Chain Link, Gates,	-\$18,877.00	-\$18,877.00	-\$19,828.80	-\$19,828.80
ALTERNATE B TOTAL:				-\$18,877.00		-\$19,828.80	

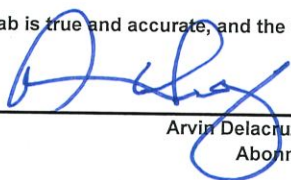
PART 2 - SITE WORK - ALTERNATE C

Item No.	Est. Quantity	Unit	Description	Nuway Construction *		R. Yoder Construction **	
				Unit Price	Amount	Unit Price	Amount
C1	1,000	LFT	Fench, Chain link, Black Vinyl Coated, 8ft.	\$100.10	\$100,100.00	\$114.96	\$114,960.00
C2	1,000	LFT	Deduct - Fence, Chain Link Privacy Slats	-\$97.05	-\$97,050.00	-\$111.46	-\$111,460.00
C3	2	EA	Fence, Chain Link, Gates, Blk Vinyl Coated	\$18,877.00	\$37,754.00	\$21,286.80	\$42,573.60
C4	2	EA	Deduct - Fence, Chain Link, Gates,	-\$17,325.00	-\$34,650.00	-\$19,828.80	-\$39,657.20
ALTERNATE C TOTAL:				\$6,154.00		\$6,416.40	

				Nuway Construction *		R. Yoder Construction **	
TOTAL AMOUNT OF BASE BID:				\$706,791.06		\$901,840.92	
TOTAL AMOUNT OF BASE BID + ALTERNATE A:				\$706,791.06		\$914,088.12	
TOTAL AMOUNT OF BASE BID + ALTERNATE B:				\$687,914.06		\$882,012.12	
TOTAL AMOUNT OF BASE BID + ALTERNATE C:				\$712,945.06		\$908,257.32	
TOTAL AMOUNT OF BASE BID + ALTERNATES A, B, & C:				\$694,068.06		\$900,675.72	

* R. Yoder had errors in the Amount columns highlighted and added instead of deducting Alternate B, making their actual Base Bid \$901,840.92, not \$901,807.53 that was in their written bid.
 ** Nuway had errors in the Amount columns highlighted above and changed the Estimated Quantity of Line Item 19A, making their actual Base Bid \$706,791.06, not the \$716,590.00 that was in their written bid.

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

 5.19.22
 Arvin Delacruz, AIA, NCARB
 Abonmarche

RESOLUTION 31-2022

Request to Authorize Purchase Agreement for 1689 Reliance Road

WHEREAS as part of the County Courthouse Roadway Improvement Project, the City will be purchasing several parcels and acquiring portions of others.

WHEREAS the property at 1689 Reliance Road will be a complete acquisition for the planned roundabout.

WHEREAS two appraisals have been completed with an average price of the two of \$222,500.

WHEREAS the owner to maintain possession of the real estate through October 31, 2022 and additional funds will be paid to the owners for relocations expenses.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission that Redevelopment Director Becky Hutsell is authorized to negotiate and execute the purchase agreement on behalf of the City of Goshen and Goshen Redevelopment Commission for the purchase of 1689 Reliance Road.

PASSED and ADOPTED on June 14, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 31-2022 - Request for Authorize Negotiation and Execution of a Purchase Agreement for 1689 Reliance Road

As part of the County Courthouse Roadway Improvement Project, the City will be purchasing several parcels and acquiring portions of others. Attached is a copy of an offer letter than was sent to the owners of 1689 Reliance Road, which is the house at the southwest corner of Peddlers Village Road and Reliance Road. Their property will be a complete acquisition for the planned roundabout.

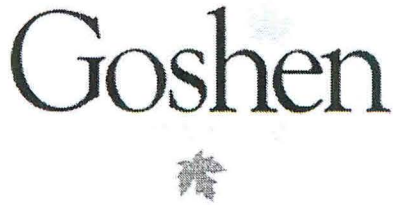
We completed two appraisals with an average price between the two of \$222,500. We provided the formal offer and they've indicated that they would like to accept.

We're requesting permission to put together a Purchase Agreement that will include the following terms:

1. Purchase price of \$222,500
2. Closing to occur as soon as feasible
3. Owners to maintain possession of the real estate through October 31, 2022
4. Owners have salvage rights to whatever they'd like to take from the home, provided it's left in secure condition at the time that possession is transferred to the City.

It is anticipated that there will be additional funds paid to the owners for relocation expenses. Both of the owners have physical impairments and staff is working hard to ensure that they have adequate time to find a new home that suits their unique needs. Any additional funding requests will be brought back for subsequent approvals.

If the Commission is comfortable with the terms listed above, staff will work to prepare the agreement and have it executed and brought back to next month's meeting for ratification. A title search has already been completed for the property, as well, and no issues were noted.



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

June 6, 2022



Delmar & Stacy Birkey
1689 Reliance Road
Goshen, IN 46526

Re: Purchase of the property located at 1689 Reliance Road

Mr. & Mrs. Birkey,

The City of Goshen is interested in purchasing your property located at 1689 Reliance Road in Goshen. Enclosed please find two (2) appraisals obtained by the City of Goshen. The City is offering to purchase the property in the amount of Two Hundred Twenty-Two Thousand Five Hundred Dollars (\$222,500.00) which is the average of the two (2) appraisals. If this amount is acceptable the City will begin drafting the closing documents to purchase the property.

You are also entitled to reimbursement of relocation expenses incurred in your move due to the purchase of your property by the City.

Please contact our office if you have any questions.

Sincerely

Larry Barks, Attorney
City of Goshen

cc: Becky Hutsell

RESOLUTION 32-2022

Request for Approval for a Bond Issuance to Fund New South Fire Station in the Southeast TIF

WHEREAS BKV Group has provided a preliminary plan with construction estimates totaling approximately 7 million dollars.

WHEREAS the Commission has previously approved contributing 4.2 million towards the project's construction. In lieu of using existing TIF dollars there is adequate capacity to issue a bond to fund the construction costs while having the ability to fully repay the bond with TIF revenues prior to the TIF expiration date.

WHEREAS the bond process will not begin until the project is fully designed and a more precise cost estimates are available.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request for a bond issue to fund the New South Fire Station in the Southeast TIF.

PASSED and ADOPTED on June 14, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 32-2022 - Request for Approval for a Bond Issue to Fund New South Fire Station in the Southeast TIF

BKV Group provided a presentation of the final New South Fire Station study that's recently been completed. As part of that exercise with their firm, we evaluated the needs of a new 4th station for Goshen near the airport on CR 40. The provided a preliminary plan with construction estimates totaling approximately 7 million dollars.

The Redevelopment Commission has previously approved contributing 4.2 million towards this project's construction. In lieu of using existing TIF dollars and seeking the remainder of the funds from other City budgets, we requested that Baker Tilly evaluate the bonding capacity within the Southeast TIF and the scenario they've provided is attached. The scenario demonstrates that we have adequate capacity to issue a bond to fund 7 million in construction costs for the new station while having the ability to fully repay the bond with TIF revenues prior to the TIF expiration dates.

We are requesting approval from the Commission to move forward with a bond issue for the New South Fire Station. We will not begin the bond process until the project is fully designed and more precise cost estimates become available. This step ensures that we're moving forward with a project that has a funding mechanism identified prior to completing design.



February 4, 2022

Ms. Becky Hutsell, Director of Redevelopment
City of Goshen
204 East Jefferson Street, Suite 6
Goshen, Indiana 46528

Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550
bakertilly.com

Re: Southeast Economic Development Area

Dear Ms. Hutsell:

Per your request, we have prepared this illustrative analysis to assist you in the discussion and consideration of the bonding capacity of the Southeast Economic Development Area. The attached schedules (listed below) present unaudited and limited information. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page

2	Illustrative Project Costs and Funding
3	Illustrative Amortization of \$8,030,000 Principal Amount of Tax-Exempt Tax Increment Revenue Bonds
4	Comparison of Estimated Annual Real Property Tax Increment and Annual Obligations
5	Estimated Combined Annual Real Property Tax Increment

In the preparation of these schedules, certain assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. We have not examined the underlying assumptions nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon nor do we have a responsibility to prepare subsequent reports.

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

DRAFT

Jason G. Semler, Partner

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Southeast Economic Development Area

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Illustrative Project Costs:

Net proceeds available for the Project	\$7,000,000
Allowance for debt service reserve	798,428
Allowance for underwriter's discount (1.0%)	80,300
Allowance for Bond issuance costs and contingencies	<u>151,272</u>
Total Illustrative Project Costs	<u><u>\$8,030,000</u></u>

Illustrative Project Funding:

Illustrative Tax-Exempt Tax Increment Revenue Bonds (1)	<u><u>\$8,030,000</u></u>
---------------------------------------------------------	---------------------------

(1) Assumes the Bonds are payable from tax increment generated in the Southeast Economic Development Area with a property tax backup.

(Subject to the attached letter dated February 4, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Southeast Economic Development Area

**ILLUSTRATIVE AMORTIZATION OF \$8,030,000 PRINCIPAL AMOUNT OF
TAX-EXEMPT TAX INCREMENT REVENUE BONDS**

Assumes Bonds dated May 11, 2022

<u>Payment Date</u>	<u>Principal Outstanding</u>	<u>Principal</u>	<u>Illustrative Interest Rates</u>	<u>Illustrative Interest</u>	<u>Illustrative Total Debt Service</u>	<u>Illustrative Fiscal Year Debt Service</u>
			(1)			
07/01/22	\$8,030,000	\$315,000	1.50%	\$26,622	\$341,622	
01/01/23	7,715,000	250,000	1.60%	93,475	343,475	\$685,097
07/01/23	7,465,000	250,000	1.60%	91,475	341,475	
01/01/24	7,215,000	255,000	1.70%	89,475	344,475	685,950
07/01/24	6,960,000	260,000	1.70%	87,308	347,308	
01/01/25	6,700,000	260,000	1.85%	85,098	345,098	692,405
07/01/25	6,440,000	230,000	1.85%	82,693	312,693	
01/01/26	6,210,000	230,000	2.05%	80,565	310,565	623,258
07/01/26	5,980,000	235,000	2.05%	78,208	313,208	
01/01/27	5,745,000	235,000	2.15%	75,799	310,799	624,006
07/01/27	5,510,000	240,000	2.15%	73,273	313,273	
01/01/28	5,270,000	245,000	2.25%	70,693	315,693	628,965
07/01/28	5,025,000	330,000	2.25%	67,936	397,936	
01/01/29	4,695,000	335,000	2.40%	64,224	399,224	797,160
07/01/29	4,360,000	340,000	2.40%	60,204	400,204	
01/01/30	4,020,000	340,000	2.50%	56,124	396,124	796,328
07/01/30	3,680,000	345,000	2.50%	51,874	396,874	
01/01/31	3,335,000	350,000	2.55%	47,561	397,561	794,435
07/01/31	2,985,000	355,000	2.55%	43,099	398,099	
01/01/32	2,630,000	360,000	2.70%	38,573	398,573	796,671
07/01/32	2,270,000	365,000	2.70%	33,713	398,713	
01/01/33	1,905,000	370,000	2.90%	28,785	398,785	797,498
07/01/33	1,535,000	375,000	2.90%	23,420	398,420	
01/01/34	1,160,000	380,000	3.05%	17,983	397,983	796,403
07/01/34	780,000	390,000	3.05%	12,188	402,188	
01/01/35	390,000	390,000	3.20%	6,240	396,240	798,428
Totals		<u>\$8,030,000</u>		<u>\$1,486,602</u>	<u>\$9,516,602</u>	<u>\$9,516,602</u>

(1) We have prepared the interest rate assumptions using our evaluation of the underlying credit pledge to this financing and current market conditions. These factors are subject to change. Changes may result in the actual interest rates varying from the interest rates assumed for this analysis and that variance may be material

(Subject to the attached letter dated February 4, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Southeast Economic Development Area

COMPARISON OF ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT AND ANNUAL OBLIGATIONS

Taxes Payable Year	Estimated Tax Increment (1)	Obligations						Illustrative Tax Increment Remaining	Illustrative Tax Increment Coverage (4)
		Outstanding			Estimated Reimbursed Tax Increment (2)	Illustrative 2022 Bonds (3)	Total Obligations		
		Redevelopment District Refunding Bonds of 2015	Economic Development Lease Rental Refunding Bonds of 2015						
2022	\$6,249,100	(\$431,963)	(\$394,000)	(\$402,927)	(\$685,097)	(\$1,913,986)	\$4,335,114	414%	
2023	6,287,260	(434,788)	(386,000)	(422,927)	(685,950)	(1,929,664)	4,357,596	417%	
2024	6,298,790	(432,438)	(388,000)	(414,858)	(692,405)	(1,927,700)	4,371,090	416%	
2025	6,298,790		(883,000)	(146,694)	(623,258)	(1,652,951)	4,645,839	418%	
2026	6,298,790		(885,000)	(63,774)	(624,006)	(1,572,780)	4,726,010	417%	
2027	6,298,790		(882,000)	(63,774)	(628,965)	(1,574,739)	4,724,051	417%	
2028	6,298,790			(63,774)	(797,160)	(860,934)	5,437,856	790%	
2029	6,298,790			(63,774)	(796,328)	(860,102)	5,438,689	791%	
2030	6,298,790			(63,774)	(794,435)	(858,209)	5,440,581	793%	
2031	6,298,790			(63,774)	(796,671)	(860,445)	5,438,345	791%	
2032	6,298,790			(63,774)	(797,498)	(861,272)	5,437,519	790%	
2033	6,298,790			(63,774)	(796,403)	(860,177)	5,438,614	791%	
2034	6,298,790			(63,774)	(798,428)	(862,202)	5,436,589	789%	
Totals	\$81,823,050	(\$1,299,188)	(\$3,818,000)	(\$1,961,371)	(\$9,516,602)	(\$16,595,160)	\$65,227,890		

(1) See page 5.

(2) Per City representatives, includes reimbursements for the CR 40 Water Main Extension Project, Waterford Commons Business Park, BriMar Expansion Project, and Horn Ditch Project.

(3) See page 3.

(4) Represents the debt service coverage on the outstanding and illustrative bonds, excluding the estimated reimbursements.

(Subject to the attached letter dated February 4, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Southeast Economic Development Area

ESTIMATED COMBINED ANNUAL REAL PROPERTY TAX INCREMENT

Taxes Payable Year	Estimated Tax Increment (1)				Total
	Keystone I	Keystone II	Century Drive	Southeast	
2022	\$2,430,750	\$147,310	\$1,545,120	\$2,125,920	\$6,249,100
2023	2,430,750	147,310	1,583,280	2,125,920	6,287,260
2024	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2025	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2026	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2027	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2028	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2029	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2030	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2031	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2032	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2033	2,430,750	147,310	1,594,810	2,125,920	6,298,790
2034	2,430,750 (2)	147,310 (2)	1,594,810 (2)	2,125,920 (2)	6,298,790
Totals	<u>\$31,599,750</u>	<u>\$1,915,030</u>	<u>\$20,671,310</u>	<u>\$27,636,960</u>	<u>\$81,823,050</u>

(1) Based on information provided by the Elkhart County Auditor's office.

(2) In the Declaratory Resolutions establishing each allocation area, the Commission set an expiration date of May 11, 2033. Assumes the last year of collections is taxes payable 2034.

(Subject to the attached letter dated February 4, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

RESOLUTION 33-2022

Request for Permission to Issue an Request for Proposals for Design for the New South Fire Station

WHEREAS following the completion of the New South Fire Station Study, we are requesting to move forward with the issuance of an RFP for the full design.

WHEREAS anticipated proposals will be due July 29, 2022 with a recommendation at the August Commission meeting.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the request to issue a Request for Proposals for Design for the New South Fire Station.

PASSED and ADOPTED on June 14, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 33-2022 - Request for Permission to Issue an RFP for Design for the New South Fire Station

Following the completion of the New South Fire Station Study, we are requesting permission from the Commission to move forward with issuance of an RFP for the full design. Our goal is to prepare the RFP within the next few weeks and have it issued in early July. It's anticipated that proposals will be due back July 29th and we're requesting two (2) volunteers to assist in the scoring of proposals to be prepared to make a recommendation at the August Commission meeting.

RESOLUTION 35-2022

**Request to Authorize Execution of an Agreement with HRP Construction, Inc. for
East College Avenue – Contract #1**

WHEREAS two bids were received for the East College Avenue Project – Contract #1.

WHEREAS HRP Construction submitted to lowest bid of \$5,354,383.00 with an additional 5% contingency from the developer to be placed in escrow as part of the bond to cover project overages if they arise.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement which is attached to and made part of this resolution with HRP Construction, Inc. for the East College Avenue Project on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on June 14, 2022

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 35-2022 - Request to Authorize Execution of an Agreement with HRP Construction, Inc. for East College Avenue – Contract #1 (College Ave/CR 31/Kercher Rd Water Main Loop)

Bids were received on May 9th for the East College Avenue Project – Contract #1. We received two bids for the project as follows:

1. HRP Construction - \$5,354,383.00
2. Niblock Excavating - \$5,717,935.00

We structured the bids to allow for a material contingency line within the base bid. We are also requesting an additional 5% contingency from the developer to be placed into escrow as part of the bond to cover project overages if they arise.

We are requesting that the Commission authorize execution of an agreement with HRP Construction, Inc. for Contract #1 contingent upon City Council approval of the Amended Development Agreement (June 17) and bond closing (June 23). Substantial completion date for the project will be September 1, 2023 and subject to material availability.

AGREEMENT
FOR
EAST COLLEGE AVENUE INDUSTRIAL PARK – CONTRACT 1
WATER MAIN LOOP

THIS AGREEMENT is entered into on _____, 2022, by and between **HRP Construction, Inc.** (“Contractor”), whose mailing address is P.O. Box 266, South Bend, Indiana 46624, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission (collectively termed “City”).

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

1. Scope of Services

- 1.1. Contractor shall preform all work for the East College Avenue Industrial Park – Contract 1 Water Main Loop Construction Project - JN: 2020-0036-1 in accordance with the complete Specification Documents which are incorporated by reference into this agreement. For the purposes of this agreement, all construction work and services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor, are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (a) this agreement; (b) the Specification Documents for the Project, including detailed specifications, plans and drawings; and (c) Contractor’s Proposal.

2. Effective Date; Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by September 1, 2023, subject to material availability. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the

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

3. Compensation

- 3.1. City shall pay Contractor for the performance of the work based on established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices with a total cost for the Project estimated at \$5,354,383.00. This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder. The actual number of units used in the Project may be more or less than the estimated quantities, and payment to Contractor on the contract will be based on the established unit prices and the actual number of units used.
- 3.3. The prices shall cover and include all Contractor's costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage

- 4.1. Upon receipt of a detailed invoice, City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.2. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.3. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 4.4. Upon Contractor's completion of the Project in accordance with the Specification Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 4.5. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

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

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

5. Materials and Workmanship; Inspection

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

6. Warranty

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

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

7. Maintenance Bond

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

8. Performance Bond

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

9. Payment Bond

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

10. Independent Contractor

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

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

11. Non-Discrimination

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

Contractor agrees:

- 11.1.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.1.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 11.1.3. That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 11.1.4. That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification

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

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

13. Drug Testing Program

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

14. Contractor Compliance with Other Laws

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

15. Indemnification

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

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

16. Insurance

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

17. Force Majeure

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

18. Default

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

notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

19. Termination

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

20. Subcontracting or Assignment of Contract

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

21. Change Orders

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

22. Amendments

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

23. Waiver of Rights

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

24. Applicable Laws

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

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

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

25. Miscellaneous

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

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

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

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

26. Severability

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

27. Binding Effect

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

28. Authority to Execute

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

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

City of Goshen, Indiana
Goshen Redevelopment Commission

HRP Construction, Inc.

Becky Hutsell, Redevelopment Director

Date: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A



PART 2 - PROPOSAL
ADDENDUM No. 3
ITEMIZED BID FORM

**EAST COLLEGE AVENUE INDUSTRIAL
 PARK – CONTRACT 1
 WATER MAIN LOOP
 2020-0036-1**

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 set forth below.

Contractor acknowledges that the evaluation of proposals shall be based on such sum and further acknowledges that the quantities stated are estimates only and solely for the purpose of comparing proposals and determining the lowest bidder. 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.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LS	260,000.00	260,000.00
2	Construction Notice Board	1	LS	1,000.00	1,000.00
3	Maintenance of Traffic	1	LS	20,000.00	20,000.00
4	Construction Engineering & Record Drawings	1	LS	27,000.00	27,000.00
5	Railroad Protective Liability Insurance	1	LS	4,200.00	4,200.00
6	Railroad Flagger Allowance	30	DAYS	\$1,600	\$48,000
7	Utility Potholing Allowance	21	DAYS	\$7,500	\$157,500
8	Clearing Right-of-Way	1	LS	125,000.00	125,000.00
9	Tree, Remove, 10 IN.	7	EA	550.00	3,850.00
10	Tree, Remove, 18 IN.	5	EA	650.00	3,250.00
11	Tree, Remove, 30 IN.	6	EA	2,100.00	12,600.00
12	Tree, Remove, 48 IN.	2	EA	2,650.00	5,300.00
13	B Borrow (Undistributed)	9,690	CYD	5.00	48,450.00
14	Dewatering	1	LS	470,000.00	470,000.00

HRP CONSTRUCTION INC.

15	Water Main, DI, CL 50 or 52, 12 IN., Open Cut	10,500	LFT	96.00	1,008,000.00
16	Sanitary Sewer Force Main, HDPE, DR 11, DIPS, 8 IN. Directionally Drilled	1,883	LFT	119.00	224,077.00
17	Water Main, HDPE, DR 11, 14 IN. Directionally Drilled	296	LFT	150.00	44,400.00
18	Water Main Cross, 12 IN. x 12 IN.	1	EA	3,500.00	3,500.00
19	Water Main Tee, 12 IN. x 12 IN.	5	EA	3,000.00	15,000.00
20	Water Main Elbow, 45 Degree, 12 IN.	9	EA	2,000.00	18,000.00
21	Water Main Elbow, 11.25 Degree, 12 IN.	4	EA	2,000.00	8,000.00
22	Water Main Plug, 12 IN.	6	EA	1,000.00	6,000.00
23	Water Main Reducer, 12 IN. x 6 IN.	1	EA	1,800.00	1,800.00
24	Water Main Fitting, MJ, Fused-On	4	EA	2,000.00	8,000.00
25	Sanitary Sewer Force Main, Elbow, 45 Degree, 8 IN.	4	EA	2,500.00	10,000.00
26	Sanitary Sewer Force Main, Wye, 8 IN.	1	EA	3,000.00	3,000.00
27	Butterfly Valve, 12 IN.	27	EA	4,500.00	121,500.00
28	Water Main Connection, Kercher Road	1	LS	4,000.00	4,000.00
29	Tapping Valve & Sleeve, 12 IN. x 8 IN.	1	EA	6,500.00	6,500.00
30	Fire Hydrant Assembly, Type I	22	EA	9,000.00	198,000.00
31	Water Service, 1.0 IN. – Undistributed	100	LFT	50.00	5,000.00
32	Water Service, 1.5 IN. – Undistributed	100	LFT	60.00	6,000.00
33	Water Service, 2.0 IN. - Undistributed	100	LFT	80.00	8,000.00
34	Locator Station, Water	22	EA	450.00	9,900.00
35	Locator Station, Sanitary	6	EA	450.00	2,700.00
36	Bore & Jack, Water, 12 IN.	372	LFT	1,050.00	390,600.00
37	Bore & Jack, Sanitary, 8 IN.	235	LFT	850.00	199,750.00
38	Soil Grouting Investigation	1	LS	45,000.00	45,000.00
39	Soil Stabilization Under Railroad Tracks, Water Line – College Avenue	1	LS	220,000.00	220,000.00
40	Soil Stabilization Under Railroad Tracks, Sewer Line – College Avenue	1	LS	240,000.00	240,000.00
41	Soil Stabilization Under Railroad Tracks, Water Line – CR 31	1	LS	110,000.00	110,000.00
42	Sanitary Sewer, Force Main, Connection, 8 IN.	1	LS	4,000.00	4,000.00
43	Sanitary Sewer, Force Main, Air/Vacuum Release Structure A	1	EA	20,000.00	20,000.00
44	Sanitary Sewer, Force Main, Air/Vacuum Release Structure B	1	EA	19,000.00	19,000.00

HRP CONSTRUCTION INC.

45	Manhole/Inlet Structure Coating	2	EA	2,950.00	5,900.00
46	Steel Pipe Epoxy Coatings	1	LS	1.00	1.00
47	Concrete Curb & Gutter	100	LFT	64.60	6,460.00
48	HMA Surface, No. 11, Type B	990	TON	149.50	148,005.00
49	HMA Base, No. 5, Type B	1,915	TON	129.00	247,035.00
50	HMA for Patching, No. 8, Type B	475	TON	142.30	67,592.50
51	Asphalt for Tack Coat	5.0	TON	622.50	3,112.50
52	Compacted Aggregate for Base, No. 53	3,370	CYD	40.00	134,800.00
53	Compacted Aggregate for Shoulder, No. 53	380	CYD	120.00	45,600.00
54	Temporary Erosion Control	1	LS	30,000.00	30,000.00
56	Landscape Restoration	1	LS	190,000.00	190,000.00
57	Construction Allowance	1	LS	\$300,000	\$300,000
58	Bore & Jack Railroad Construction Monitoring	10	DAYS	\$3,000	\$30,000
TOTAL AMOUNT OF BASE BID:				5,354,383.00	

RESOLUTION 36-2022

Request to Authorize Execution of an Agreement with Niblock Excavating for East College Avenue – Contract #2

WHEREAS one bid was received on May 9, 2022.

WHEREAS Niblock Excavating submitted to lowest bid of \$11,779,850.00 with an additional 5% contingency from the developer to be placed in escrow as part of the bond to cover project overages if they arise.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement which is attached to and made part of this resolution with Niblock Excavating for the East College Avenue Project on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on June 14, 2022

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 37-2022 - Request to Authorize Execution of an Agreement Niblock Excavating for East College Avenue – Contract #2 (Earthwork and Ponds)

Bids were received on May 9th for the East College Avenue Project – Contract #2. We received only one bid for this project as follows:

1. Niblock Excavating - \$11,779,850.00

We structured the bids to allow for a material contingency line within the base bid. We are also requesting an additional 5% contingency from the developer to be placed into escrow as part of the bond to cover project overages if they arise.

We are requesting that the Commission authorize execution of an agreement with Niblock Excavating for Contract #2 contingent upon City Council approval of the Amended Development Agreement (June 17) and bond closing (June 23). Substantial completion date for the project will be December 31, 2022 and subject to material availability.

AGREEMENT
FOR
EAST COLLEGE AVENUE INDUSTRIAL PARK – CONTRACT 2
EARTHWORK & DRAINAGE PONDS

THIS AGREEMENT is entered into on _____, 2022, by and between **Niblock Excavating, LLC** (“Contractor”), whose mailing address is _____, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

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

1. Scope of Services

- 1.1. Contractor shall preform all work for the East College Ave. Industrial Park – Contract 2 - JN: 2020-0036-2 in accordance with the complete Specification Documents which are incorporated by reference into this agreement. For the purposes of this agreement, all construction work and services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor, are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (a) this agreement; (b) the Specification Documents for the Project, including detailed specifications, plans and drawings; and (c) Contractor’s Proposal.

2. Effective Date; Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by December 31, 2022, subject to material availability. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500.00) per

day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

3. Compensation

- 3.1. City shall pay Contractor for the performance of the work based on established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices with a total cost for the Project estimated at Eleven Million Seven Hundred Seventy-Nine Thousand Eight Hundred and Fifty Dollars (\$11,779,850.00). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder. The actual number of units used in the Project may be more or less than the estimated quantities, and payment to Contractor on the contract will be based on the established unit prices and the actual number of units used.
- 3.3. The prices shall cover and include all Contractor's costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage

- 4.1. Upon receipt of a detailed invoice, City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.2. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.3. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 4.4. Upon Contractor's completion of the Project in accordance with the Specification Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 4.5. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

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

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

5. Materials and Workmanship; Inspection

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

6. Warranty

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.

- 6.3. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond

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

8. Performance Bond

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

9. Payment Bond

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

10. Independent Contractor

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

11. Non-Discrimination

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

Contractor agrees:

- 11.1.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.1.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 11.1.3. That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 11.1.4. That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification

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

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

13. Drug Testing Program

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

14. Contractor Compliance with Other Laws

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

15. Indemnification

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

16. Insurance

16.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

16.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

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

16.3.1. Workers Compensation and Employer's Liability - Statutory Limits

16.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate

16.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

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

17. Force Majeure

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

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

18. Default

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

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

19. Termination

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

20. Subcontracting or Assignment of Contract

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

21. Change Orders

- 21.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the

original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

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

22. Amendments

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

23. Waiver of Rights

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

24. Applicable Laws

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

25. Miscellaneous

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

26. Severability

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

27. Binding Effect

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

28. Authority to Execute

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

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

City of Goshen, Indiana
Goshen Redevelopment Commission

Niblock Excavating, LLC

Becky Hutsell, Redevelopment Director

Date: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A

EAST COLLEGE AVENUE INDUSTRIAL PARK - CONTRACT 2 - JN: 2020-0036-2
MATERIAL BID TAB
BID DUE DATE -MAY 9, 2022

BASE BID				Niblock Excavating	
Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
1	1	LSUM	Construction Notice Board	\$2,250.00	\$2,250.00
2	1	LSUM	Mobilization & Demobilization	\$535,000.00	\$535,000.00
3	1	LSUM	Maintenance of Traffic	\$100,000.00	\$100,000.00
4	1	LSUM	Construction Engineering	\$57,500.00	\$57,500.00
5A	1	LSUM	Topsoil Strip and Stockpile, Division A	\$577,500.00	\$577,500.00
5B	1	LSUM	Topsoil Strip and Stockpile, Division B	\$367,500.00	\$367,500.00
5C	1	LSUM	Common Excavation, Division A	\$1,840,000.00	\$1,840,000.00
5D	1	LSUM	Common Excavation, Division B	\$4,400,000.00	\$4,400,000.00
5E	7,200	CYD	B-Borrow for Structure Backfill	\$10.00	\$72,000.00
5F	240	CYD	Clay Borrow	\$35.00	\$8,400.00
5G	1	LSUM	Special Earthwork in Wetlands Area	\$35,000.00	\$35,000.00
6A	10,650	LFT	Silt Fence	\$2.50	\$26,625.00
6B	1	LSUM	Temporary Erosion and Sediment Control	\$30,000.00	\$30,000.00
7A	2,660	SYD	Riprap, Revetment	\$60.00	\$159,600.00
7B	2,780	SYD	Geotextile	\$5.50	\$15,290.00
8A	36,700	SYD	Permanent Erosion Control Blankets	\$8.00	\$293,600.00
9A	115,000	SYD	Mulched Seeding	\$2.00	\$230,000.00
9B	23,300	SYD	Temporary Erosion Control Blankets	\$3.00	\$69,900.00
10A	1	LSUM	Dewatering for Pond #1 Excavation in Water Table - B	\$1,500,000.00	\$1,500,000.00
10B	1	LSUM	Dewatering for Drainage Structures Installation	\$35,000.00	\$35,000.00
10C	1	EA	Installation of Water Well (If auth by City) \$50,000	\$50,000.00	\$50,000.00
11A	120	LFT	Storm Sewer Pipe, Circular, 18 in.	\$62.50	\$7,500.00
11B	360	LFT	Storm Sewer Pipe, Circular, 36 in.	\$155.00	\$55,800.00
11C	928	LFT	Storm Sewer Pipe, Deformed, Min. Area 20.5 SFT	\$470.00	\$436,160.00
11D	2	LFT	Concrete End Section, 36 in.	\$2,900.00	\$5,800.00
11E	2	EA	Concrete Anchor, 2-Min. Area 20.5 SFT	\$13,250.00	\$26,500.00
11F	2	EA	Concrete Anchor, 3-Min. Area 20.5 SFT	\$18,070.00	\$36,140.00
11G	1	EA	Catch Basin, 30 in.	\$2,550.00	\$2,550.00
11H	1	EA	Manhole, 60 in.	\$5,535.00	\$5,535.00
11J	120	LFT	Temporary Storm Sewer Pipe, 36 in., ADS N-12	\$125.00	\$15,000.00
11K	4	EA	Temporary End Section, 36 in., ADS N-12	\$2,800.00	\$11,200.00
12A	60	LFT	Steel Casing Pipe, 20 in.	\$350.00	\$21,000.00
12B	2	EA	Steel Casing Pipe Cap	\$750.00	\$1,500.00
13	1	LSUM	Construction Allowance (\$300,000)	\$300,000.00	\$300,000.00
14	1	LSUM	Construct and Maintain Construction Ent & Prkg Areas	\$200,000.00	\$200,000.00
15	1	LSUM	Tree Clearing	\$250,000.00	\$250,000.00
BID AMOUNT TOTAL:					\$11,779,850.00

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

 05-12-2022

Brad Mosness, PE
Vice President, Abonmarche

RESOLUTION 37-2022

Request to Authorize Execution of an Agreement with HRP Construction for East College Avenue – Contract #3

WHEREAS bids were received May 9, 2022.

WHEREAS HRP Construction, Inc. submitted to lowest bid of \$7,270,000.00 with an additional 5% contingency from the developer to be placed in escrow as part of the bond to cover project overages if they arise.

WHEREAS approval of this agreement is contingent upon City Council approval of the Amended Development Agreement and the bond closing.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement which is attached to and made part of this resolution with HRP Construction, Inc. for the East College Avenue Project on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on June 14, 2022

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 37-2022 - Request to Authorize Execution of an Agreement with HRP Construction, Inc. for East College Avenue – Contract #3 (Subdivision Public Roadway & Utility Loop)

Bids were received on May 9th for the East College Avenue Project – Contract #3. We received three bids for the project as follows:

1. HRP Construction - \$7,270,000.00
2. Niblock Excavating - \$7,346,128.75
3. Selge Construction - \$9,241,582.74

We structured the bids to allow for a material contingency line within the base bid. We are also requesting an additional 5% contingency from the developer to be placed into escrow as part of the bond to cover project overages if they arise.

We are requesting that the Commission authorize execution of an agreement with HRP Construction, Inc. for Contract #3 contingent upon City Council approval of the Amended Development Agreement (June 17) and bond closing (June 23). Substantial completion date for the project will be September 1, 2023 and subject to material availability.

AGREEMENT

FOR

EAST COLLEGE AVENUE INDUSTRIAL PARK – CONTRACT 3 PUBLIC ROADWAY LOOP & LIFT STATION

THIS AGREEMENT is entered into on _____, 20____, by and between **HRP Construction, Inc.** (“Contractor”), whose mailing address is P.O. Box 266, South Bend, Indiana 46624, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”). In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services

- 1.1. Contractor shall preform all work for the East College Ave. Industrial Park – Contract 3 Public Roadway Loop & Lift Station Construction Project - JN: 2022-0036-3 in accordance with the complete Specification Documents which are incorporated by reference into this agreement. For the purposes of this agreement, all construction work and services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor, are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (a) this agreement; (b) the Specification Documents for the Project, including detailed specifications, plans and drawings; and (c) Contractor’s Proposal.

2. Effective Date; Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by September 1, 2023, subject to material availability. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500.00) per

day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

3. Compensation

- 3.1. City shall pay Contractor for the performance of the work based on established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices with a total cost for the Project estimated at Seven Million Two Hundred Seventy Thousand Dollars (\$7,270,000.00). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder. The actual number of units used in the Project may be more or less than the estimated quantities, and payment to Contractor on the contract will be based on the established unit prices and the actual number of units used.
- 3.3. The prices shall cover and include all Contractor's costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage

- 4.1. Upon receipt of a detailed invoice, City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.2. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.3. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 4.4. Upon Contractor's completion of the Project in accordance with the Specification Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 4.5. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

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

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

5. Materials and Workmanship; Inspection

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

6. Warranty

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.

- 6.3. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond

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

8. Performance Bond

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

9. Payment Bond

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

10. Independent Contractor

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

11. Non-Discrimination

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

Contractor agrees:

- 11.1.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.1.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 11.1.3. That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 11.1.4. That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification

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

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

13. Drug Testing Program

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

14. Contractor Compliance with Other Laws

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

15. Indemnification

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

16. Insurance

16.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

16.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

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

16.3.1. Workers Compensation and Employer's Liability - Statutory Limits

16.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate

16.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

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

17. Force Majeure

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

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

18. Default

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

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

19. Termination

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

20. Subcontracting or Assignment of Contract

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

21. Change Orders

- 21.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the

original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

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

22. Amendments

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

23. Waiver of Rights

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

24. Applicable Laws

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

25. Miscellaneous

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

26. Severability

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

27. Binding Effect

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

28. Authority to Execute

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

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

City of Goshen, Indiana
Goshen Redevelopment Commission

HRP Construction, Inc.

Becky Hutsell, Redevelopment Director
Date: _____

Printed: _____
Title: _____
Date: _____

EXHIBIT A



PART 2 - PROPOSAL
ADDENDUM No. 3
ITEMIZED BID FORM

**EAST COLLEGE AVENUE INDUSTRIAL
 PARK – CONTRACT – 3 Public Roadway
 Loop and Lift Station
 JN: 2020-0036-3**

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 set forth below.

Contractor acknowledges that the evaluation of proposals shall be based on such sum and further acknowledges that the quantities stated are estimates only and solely for the purpose of comparing proposals and determining the lowest bidder. 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.

BASE BID

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LS	270,000.00	270,000.00
2	Maintenance of Traffic	1	LS	15,000.00	15,000.00
3	Construction Engineering & Record Drawings	1	LS	25,000.00	25,000.00
4	DELETED	--	--	--	--
5	Clearing Right-of-Way	1	LS	0.01	0.01
6	Common Excavation	80	CYD	28.00	2,240.00
7	Borrow	7,250	CYD	14.00	101,500.00
8	B-Borrow (Undistributed)	1,500	CYD	28.00	42,000.00
9	Dewatering	1	LS	534,500.00	534,500.00
10	Water Main, DI, CL 50 or 52, 12 IN., Open Cut	4,268	LFT	72.00	307,296.00
11	Water Main, DI, CL 50 or 52, 8 IN., Open Cut	113	LFT	54.00	6,102.00
12	Water Main, DI, CL 50 or 52, 4 IN., Open Cut	113	LFT	54.00	6,102.00
13	Sanitary Sewer Force Main, DI, CL 52, 8 IN., Open Cut	30	LFT	112.00	3,360.00
14	Water Main Tee, 12 IN. x 8 IN.	3	EA	1,900.00	5,700.00

HRP CONSTRUCTION INC.

15	Water Main Tee, 12 IN. x 4 IN.	3	EA	1,800.00	5,400.00
16	Water Main Elbow, 45 Degree, 12 IN.	3	EA	1,520.00	4,560.00
17	Water Main Elbow, 22.5 Degree, 12 IN.	6	EA	1,455.00	8,730.00
18	Water Main Plug, 12 IN.	2	EA	828.00	1,656.00
19	Water Main Plug, 8 IN.	2	EA	585.00	1,170.00
20	Water Main Plug, 4 IN.	2	EA	205.00	410.00
21	DELETED	--	--	--	--
22	Butterfly Valve, 12 IN.	5	EA	3,285.00	16,425.00
23	Wedge Valve, 8 IN.	3	EA	1,902.00	5,706.00
24	Wedge Valve, 4 IN.	3	EA	1,295.00	3,885.00
25	Fire Hydrant Assembly, Type I	10	EA	9,550.00	95,500.00
26	Water Main Connection, Brinkley Way East	1	LS	5,000.00	5,000.00
27	Water Main Connection, Brinkley Way West	1	LS	5,000.00	5,000.00
28	Sanitary Sewer, PVC SDR 35, Circular, 8 IN.	531	LFT	36.00	19,116.00
29	Sanitary Sewer, PVC SDR 26, Circular, 8 IN.	3,087	LFT	98.00	302,526.00
30	Sanitary Sewer, PVC SDR 26, Circular, 12 IN.	78	LFT	284.00	22,152.00
31	Sanitary Sewer Service Lateral, PVC, 6 IN.	120	LFT	98.00	11,760.00
32	Sanitary Sewer, Standard Manhole, 48 IN.	10	EA	8,775.00	87,750.00
33	Storm Sewer Pipe, RCP, Circular, 12 IN.	2,609	LFT	32.00	83,488.00
34	Storm Sewer Pipe, RCP, Circular, 18 IN.	270	LFT	41.00	11,070.00
35	Storm Sewer Pipe, RCP, Circular, 36 IN.	438	LFT	86.00	37,668.00
36	Storm Sewer Pipe, RCP, Circular, 48 IN.	445	LFT	128.00	56,960.00
37	Storm Sewer Pipe, RCP, Circular, 60 IN.	1,063	LFT	213.00	226,419.00
38	Storm Sewer Pipe, RCP, Elliptical, 38 IN. x 60 IN.	196	LFT	269.00	52,724.00
39	Storm Sewer Pipe, RCP, Elliptical, 48 IN. x 76 IN.	245	LFT	383.00	93,835.00
40	Storm Sewer, Standard Inlet, 30 IN.	18	EA	1,800.00	32,400.00
41	Storm Sewer, Standard Manhole, 48 IN.	9	EA	3,400.00	30,600.00
42	Storm Sewer, Manhole w/Sump, 48 IN.	5	EA	3,650.00	18,250.00
43	Storm Sewer, Standard Manhole, 60 IN.	1	EA	4,650.00	4,650.00
44	Storm Sewer, Standard Manhole, 72 IN.	3	EA	5,750.00	17,250.00
45	Storm Sewer, Standard Manhole, 84 IN.	1	EA	9,250.00	9,250.00
46	Storm Sewer, Standard Manhole, 96 IN.	2	EA	19,600.00	39,200.00

HRP CONSTRUCTION INC.

47	Storm Sewer, Standard Manhole, 108 IN.	3	EA	20,900.00	62,700.00
48	Storm Sewer, Manhole w/Sump, 108 IN.	1	EA	22,950.00	22,950.00
49	Storm Sewer, Standard Manhole, 120 IN.	1	EA	30,500.00	30,500.00
50	Metal Pipe End Section, 12 IN.	4	EA	1,600.00	6,400.00
51	Metal Pipe End Section, 18 IN.	1	EA	2,100.00	2,100.00
52	Metal Pipe End Section, 36 IN.	1	EA	4,900.00	4,900.00
53	Metal Pipe End Section, 60 IN.	1	EA	9,500.00	9,500.00
54	Locator Station, Water	9	EA	750.00	6,750.00
55	Concrete Curb & Gutter	8,200	LFT	20.50	168,100.00
56	HMA Surface, No. 11, Type B	1,350	TON	121.00	163,350.00
57	HMA Intermediate, No. 9, Type B	1,800	TON	103.00	185,400.00
58	HMA Base, No. 5, Type B	2,700	TON	96.00	259,200.00
59	Asphalt for Tack Coat	32,800	SYD	0.20	6,560.00
60	Compacted Aggregate for Base, No. 53	6,700	CYD	36.00	241,200.00
61	Compacted Aggregate for Approaches, No. 53	190	CYD	92.50	17,575.00
62	Tensar InterAx NX750 Geogrid	15,700	SYD	6.20	97,340.00
63	Sheet Sign and Post	5	EA	1,000.00	5,000.00
64	Line, Thermoplastic, Solid, White, 4 IN., Grooved	447	LFT	2.50	1,117.50
65	Line, Thermoplastic, Solid, Double Yellow, 4 IN., Grooved	3,893	LFT	3.00	11,679.00
66	Line, Paint, Solid, White, 4 IN.	171	LFT	4.00	684.00
67	Line, Paint, Solid, Double Yellow, 4 IN.	98	LFT	8.00	784.00
68	Stop Bar, Thermoplastic, 24 IN., Grooved	32	LFT	50.00	1,600.00
69	Stop Bar, Paint, 24 IN.	88	LFT	8.00	704.00
70	Pavement Message Marking, Lane Indication Arrow, Thermo.	10	EA	150.00	1,500.00
71	Temporary Erosion Control	1	LS	100,000.00	100,000.00
72	Mulched Seeding, U	21,750	SYD	1.40	30,450.00
73	PCCP for Approaches, 8 IN.	1,655	SYD	97.20	160,866.00
74	Sanitary Cleanout/Bypass Structure	1	LS	22,080.49	22,080.49
75	Public Utility Wastewater Pumping Station	1	LS	580,000.00	580,000.00
76	Concrete Equipment Pad	1	LS	12,500.00	12,500.00
77	Concrete Lift station Pad	1	LS	11,500.00	11,500.00
78	Natural Gas Engine Generator with ATS	1	LS	29,500.00	29,500.00

HRP CONSTRUCTION INC.

79	Fencing, Chain Link, PVC Coated	1	LS	18,000.00	18,000.00
80	Gate, Chain Link, Slide, PVC Coated	1	EA	18,400.00	18,400.00
81	Site Electrical	1	LS	125,000.00	125,000.00
82	Utility Installed Gas Service (Allowance)	1	LS	\$5,800	\$5,800
83	Outdoor Warning Siren	1	LS	54,000.00	54,000.00
84	Construction Allowance	1	LS	\$350,000	\$350,000
85	Maintain Construction Entrance and Parking Areas	1	LS	25,000.00	25,000.00
TOTAL AMOUNT OF BASE BID:					5,480,000.00

ALTERNATE BID NO. 1 - ADD

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1A	Mobilization and Demobilization	1	LS	80,000.00	80,000.00
2A	Construction Engineering & Record Drawings	1	LS	15,000.00	15,000.00
3A	Clearing Right-of-Way	1	LS	0.01	0.01
4A	Common Excavation	5	CYD	28.00	140.00
5A	Borrow	5,295	CYD	14.00	74,130.00
6A	B-Borrow (Undistributed)	500	CYD	28.00	14,000.00
7A	Dewatering	1	LS	138,100.00	138,100.00
8A	Water Main, DI, 12 IN., Open Cut	2,871	LFT	80.00	229,680.00
9A	Water Main, DI, 8 IN., Open Cut	79	LFT	56.00	4,424.00
10A	Water Main, DI, 4 IN., Open Cut	79	LFT	55.00	4,345.00
11A	Water Main Tee, 12 IN. x 8 IN.	1	EA	1,782.00	1,782.00
12A	Water Main Tee, 12 IN. x 4 IN.	1	EA	1,670.00	1,670.00
13A	Water Main Elbow, 22.5 Degree, 12 IN.	4	EA	1,354.00	5,416.00
14A	Water Main Plug, 8 IN.	1	EA	555.00	555.00
15A	Water Main Plug, 4 IN.	1	EA	277.99	277.99
16A	Butterfly Valve, 12 IN.	3	EA	3,200.00	9,600.00
17A	Wedge Valve, 8 IN.	1	EA	1,800.00	1,800.00
18A	Wedge Valve, 4 IN.	1	EA	1,300.00	1,300.00
19A	Fire Hydrant Assembly, Type I	6	EA	9,000.00	54,000.00

HRP CONSTRUCTION INC.

20A	Storm Sewer Pipe, RCP, Circular, 12 IN.	1,710	LFT	33.00	56,430.00
21A	Storm Sewer Pipe, RCP, Circular, 36 IN.	147	LFT	80.00	11,760.00
22A	Storm Sewer Pipe, RCP, Circular, 42 IN.	147	LFT	114.00	16,758.00
23A	Storm Sewer Pipe, RCP, Circular, 54 IN.	147	LFT	166.00	24,402.00
24A	Storm Sewer, Standard Inlet, 30 IN.	13	EA	1,800.00	23,400.00
25A	Storm Sewer, Standard Manhole, 48 IN.	5	EA	3,400.00	17,000.00
26A	Storm Sewer, Manhole w/Sump, 48 IN.	2	EA	3,600.00	7,200.00
27A	Storm Sewer, Manhole w/Sump, 60 IN.	1	EA	5,000.00	5,000.00
28A	Storm Sewer, Standard Manhole, 72 IN.	1	EA	9,000.00	9,000.00
29A	Storm Sewer, Standard Manhole, 84 IN.	1	EA	9,000.00	9,000.00
30A	Storm Sewer, Standard Manhole, 96 IN.	1	EA	18,000.00	18,000.00
31A	Metal Pipe End Section, 12 IN.	3	EA	1,600.00	4,800.00
32A	Metal Pipe End Section, 36 IN.	1	EA	2,100.00	2,100.00
33A	Metal Pipe End Section, 84 IN.	1	EA	20,850.00	20,850.00
34A	Metal Pipe End Section, 96 IN.	1	EA	24,000.00	24,000.00
35A	Locator Station, Water	6	EA	750.00	4,500.00
36A	Concrete Curb & Gutter	6,000	LFT	20.50	123,000.00
37A	HMA Surface, No. 11, Type B	925	TON	121.00	111,925.00
38A	HMA Intermediate, No. 9, Type B	1,250	TON	103.00	128,750.00
39A	HMA Base, No. 5, Type B	1,900	TON	96.00	182,400.00
40A	Asphalt for Tack Coat	22,500	SYD	0.20	4,500.00
41A	Compacted Aggregate for Base, No. 53	2,000	CYD	36.00	72,000.00
42A	Tensar InterAx NX750 Geogrid	10,700	SYD	6.20	66,340.00
43A	Sheet Sign and Post	2	EA	1,500.00	3,000.00
44A	Line, Thermoplastic, Solid, Double Yellow, 4 IN., Grooved	2,725	LFT	3.00	8,175.00
45A	Line, Thermoplastic, Solid, Yellow, 8 IN., Grooved	712	LFT	10.00	7,120.00
46A	Line, Thermoplastic, Solid, Yellow, 12 IN., Grooved	178	LFT	15.00	2,670.00
47A	Temporary Erosion Control	1	LS	18,000.00	18,000.00
48A	Mulched Seeding, U	15,500	SYD	1.40	21,700.00
49A	Construction Allowance	1	LS	\$150,000	\$150,000
TOTAL AMOUNT OF ALTERNATE BID NO. 1:					1,790,000.00

RESOLUTION 38-2022

**Request to Authorize Execution of an Agreement with Elkhart County Gravel for
East College Avenue – No. 53 Compacted Aggregate**

WHEREAS one bid were received on June 6, 2022.

WHEREAS Elkhart County Gravel submitted to lowest bid of \$250,000.00.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement which is attached to and made part of this resolution with Elkhart County Gravel for the East College Avenue Project on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on June 14, 2022

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 38-2022 - Request to Authorize Execution of an Agreement Elkhart County Gravel for East College Avenue – No. 53 Compacted Aggregate

Bids were received on June 6th for the East College Avenue Project – No.53 Compacted Aggregate bid. We received only one bid for this project as follows:

1. Elkhart County Gravel - \$250,000.00

We typically would not bid aggregate material separately but contractors are being limited on the quantity they're purchasing. Due to the fact that the 3 East College Avenue projects require approximately 22,000 tons, we solicited bids directly from suppliers to purchase the material. The other bids are structured to pick up and transfer the material to the project site and this agreement only covers the purchase and guarantee of the aggregate.

We are requesting that the Commission authorize execution of an agreement with Elkhart County Gravel for the No. 53 Compacted Aggregate contingent upon City Council approval of the Amended Development Agreement (June 17) and bond closing (June 23).

PURCHASE AGREEMENT

Purchase of No. 53 Aggregate for East College Avenue Project

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2022, which is the last signature date set forth below, by and between **Elkhart County Gravel, Inc.** (“Supplier”), whose mailing address is 19242 US 6, New Paris, Indiana 46553, 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. Effective Date

The Agreement shall become effective on the day of execution and approval by both parties.

Section 2. Purchase

Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “NO. 53 AGGREGATE BID FOR EAST COLLEGE AVENUE PROJECT” attached as Attachment A.

In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Section 3. Availability

The Supplies shall be available for pick-up by the City’s Prime Contractors beginning July 1, 2022.

All pick-ups shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.

Supplied date shall be the date the complete items, goods, materials, or equipment (“Supplies”), have been picked up by the City’s Prime Contractor. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable.

Section 4. Purchase Price; Payment

City agrees to compensate Supplier for the Supplies provided in accordance with Supplier’s proposal the sum no to exceed of Two Hundred Fifty Thousand Dollars (\$250,000.00).

City shall pay Supplier after pick-up by the City’s Prime Contractor and final acceptance of the Supplies, and upon receipt of a detailed invoice from Supplier.

The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen Department of Redevelopment
204 E. Jefferson Street, Suite 6
Goshen, IN 46528

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.

Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Inspection

Supplier shall conduct final inspections on all Supplies prior to pick-up by the City's Prime Contractor(s). City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City's sole option and discretion:

- (1) require Supplier, at Supplier's sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or
- (2) reject the non-conforming Supplies and require Supplier, at Supplier's sole cost, to complete the order by delivering conforming Supplies.

When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:

- (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or
- (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.

If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:

- (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
- (2) terminate the Agreement for default.

If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.

Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Section 6. Independent Contractor

Supplier shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. As such, Supplier is solely responsible for all taxes and none shall be withheld from the sums paid to Supplier. Supplier acknowledges that Supplier is not insured in any manner by City for any loss of any kind whatsoever. Supplier has no authority, express or implied, to bind or obligate City in any way.

Section 7. Non-Discrimination

Supplier agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Supplier or any subcontractors, or any other person acting on behalf of Supplier 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

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

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

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

City may terminate the contract if Supplier 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 Supplier 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, the Supplier certifies that Supplier has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Agreement.

Section 10. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Supplier certifies that Supplier does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 11. Indemnification

Supplier shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against (1) any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Supplier or any of Supplier's agents, officers and employees; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which Supplier or any of Supplier's officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Supplier is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required, if any, under this Agreement.

Section 12. Insurance

Prior to commencing work, the Supplier 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. Supplier shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

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.

Supplier 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 aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 13. Force Majeure

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

If either party is delayed by force majeure, the party affected shall provide written 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 14. Default

If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.

It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.

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 Agreement.
- (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 Supplies described under this contract.

- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

Section 15. Termination

The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.

City may terminate this Agreement, in whole or in part, in the event of default by Supplier.

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 16. 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

Supplier: Elkhart County Gravel, Inc.
19242 US 6
New Paris, IN 46553

Section 17. Subcontracting or Assignment

Supplier 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 Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Section 18. 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 19. 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 20. Applicable Laws

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.

Supplier 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 work. Failure to do so may be deemed a material breach of agreement.

Section 21. Miscellaneous

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.

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.

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

Section 22. 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 23. 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 24. Entire Agreement

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

Section 25. Authority to Bind Supplier

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 Redevelopment Commission

Elkhart county Gravel, Inc.

Becky Hutsell, Redevelopment Director

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____

RESOLUTION 39-2022

Request to Negotiate and Execute an Agreement with Roberts Environmental Services for Soil Gas Screening at 410 West Pike Street

WHEREAS Phase 1 and Phase II have been completed and it is recommended taking of samples below the slab.

WHEREAS Roberts Environmental Services will collect 7 samples within the building for a cost of \$5700.00

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to negotiate and execute an Agreement which is attached to and made part of this resolution with Roberts Environmental Services for Soil Gas Screening at 410 West Pike Street on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on June 14, 2022

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: June 14, 2022

RE: Resolution 39-2022 - Request to Negotiate and Execute an Agreement with Roberts Environmental Services for Soil Gas Screening at 401 W. Pike Street

We are requesting the Commission's approval to negotiate and execute an agreement with Roberts Environmental for soil gas screening at 401 W. Pike Street. We've completed the Phase I and Phase II and have satisfied our due diligence requirements. As we prepare for demolition, it's been recommended that we first take a series of samples below the slab to ensure that we're not exposing anything beneath once the concrete is removed. There were several low level constituents noted in the Phase II with unknown sources. We'd like to err on the side of caution and complete this last round of sampling to plan for the demolition of the building.

Roberts' proposal is attached. They're proposing to collect 7 samples within the building for a cost of \$5,700.

March 10, 2022

ROBERTS Project No. 21-10854-30

Ms. Becky Hutsell, Director of Redevelopment
City of Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, Indiana 46528

Soil Gas Screening Proposal
Commercial Property
410 West Pike Street
Goshen, Indiana

Dear Ms. Hutsell:

Roberts Environmental Services, LLC (“ROBERTS”) is pleased to submit this proposal to complete a soil gas screening investigation at the referenced property in Goshen, Indiana (hereinafter referred to as the “Site”). Concentrations of tetrachloroethene (PERC) were identified at the Site in soil and ground water as part of ROBERTS’ recently completed Limited Subsurface Investigation (report dated February 24, 2022). The highest PERC concentrations in soil included 17 micrograms per kilogram (ug/kg) at SB-2 (11-13), 24 ug/kg at B-4 (15-17), and 32 ug/kg at B-1 (11-13), which are approaching the migration to ground water screening level (MTG SL) of 45 ug/kg for PERC in soil. SB-2 and B-4 were advanced within the northern portion of the building’s shop space, while B-1 was advanced at the western exterior of the northern shop space. No shallow soil samples were collected from these borings. Additionally, PERC concentrations identified in ground water included 1.5 micrograms per liter (ug/l) at B-1 and 2.7 ug/l at B-2, collected in the southern portion of the shop space. These concentrations are below the Tap ground water SL of 5.0 ug/l for PERC.

Given the results, it appears that a source of PERC may be located underneath the building. Therefore, soil gas samples collected underneath the building’s floor slab may be useful to further evaluate the location and magnitude of the potential source. The results will also help evaluate soil management strategies and possible future receptor issues that may arise during future redevelopment, which will reportedly include demolition of the building.

ROBERTS’ proposed activities are limited because this investigation will only focus on specific locations and because the proposed analytical parameters will be limited to specific potential contaminants of concern (COCs) and/or select indicator contaminants. Not all depths will be sampled (i.e., subslab only). As such, this screening-level investigation may identify the need for further sampling or other activities. The following work scope describes ROBERTS’ planned activities to complete the proposed soil gas screening investigation.

FIELD ACTIVITIES

Sub-slab Soil Gas Sampling. ROBERTS proposes to collect seven (7) sub-slab, soil gas (SGss), screening samples inside the building. One (1) SGss sample will be collected from the central portion of the far northern showroom/office area, while the remaining six (6) SGss samples will be collected from the shop space of the building (e.g., northwest, northeast, west-central, east-central, southwest, and southeast portions of the shop space).

Sampling procedures will include the use of a hammer drill to provide access portals to the SGss area to be sampled. An approximately 1.0-inch diameter “outer” hole will be drilled to a depth of 1.75-inches into the concrete slab. This “outer” hole will be cleaned and a smaller “inner” hole will be placed in the center of the “outer” hole. The “inner” hole will penetrate through the concrete and extend approximately 1.0 to 2.0-inches into the material/soils beneath the slab. A brass sampling apparatus will be inserted down into the resulting inner hole at the sample location. A silicone sheath around the brass sampling apparatus will seal off the drilled penetration through the concrete. The SGss sampling apparatuses will then be left in-place to equilibrate overnight.

The next day, SGss sampling procedures will be utilized to collect the samples. The SGss samples will be collected at approximately 167 ml/min to fill the 1.0-liter Summa canisters. Vapor samples will be analyzed using TO-15 low-level short list volatile organic compounds (VOCs) using certified clean summa canisters. The short list VOCs analysis will include PERC and its chlorinated breakdown products. As this is only a screening investigation, no leak detection procedures will be completed during the sampling activities. Upon completion of the vapor sampling activities, each brass sampling apparatus will be removed and the hole will be patched with vinyl cement.

Report Preparation. ROBERTS will incorporate our findings and conclusions relative to the field activities completed and laboratory results as part of this investigation into a brief letter report. The electronic report submittal will include full-color tables and maps that depict Site-specific conditions relative to the soil gas screening investigation.

COST ESTIMATE

ROBERTS proposes to conduct the services proposed herein on a time-and-expenses basis in accordance with ROBERTS’ general labor and equipment fee schedules in effect at the time the work is performed. ROBERTS estimates the above activities and reporting can be completed for an estimated cost of **\$5,700**. This cost estimate for the specific work activities detailed in this proposal will not be exceeded without prior approval from the Client.

ROBERTS does not foresee an exceedance of this estimate for the scope of work described in the preceding text. However, we will keep you apprised of the project status and budget and will not exceed our estimate without prior authorization. This estimate does not include field contingencies, but primarily reflects costs believed to be representative for completing the work described. Any modifications necessary to complete the proposed work will be discussed prior to providing supplemental services.

SCHEDULE

ROBERTS will schedule this project immediately upon receipt of authorization to proceed pending laboratory schedules. The project will likely require approximately twenty-five (25) business days to complete (standard laboratory turnaround is 14 business days for vapor). The work scope proposed by ROBERTS assumes that no regulatory liaison will be required. Unless otherwise noted, presentations/trips to meet with client and/or regulatory staff are not included in this budget. ROBERTS' proposal is based on the following assumptions/limitations:

- ROBERTS' cost estimate is based on fieldwork being performed in Level D PPE.
- The client will help coordinate access to the Site building and property.
- Drilling through the concrete floor is required as part of this project. While ROBERTS will attempt to avoid significant damage to concrete floors, we will not be responsible for repairing damage to any floor coverings that may be present or future harm/damage that may occur as a result. It will be the responsibility of others (owner/occupant) to repair damage to floor coverings and to monitor each location for its long-term integrity.
- Sampling activities at the Site will occur Monday through Friday, excluding holidays.

TERMS AND CONDITIONS

The work will be performed in accordance with ROBERTS Standard Terms & Conditions for Environmental Services, which are attached and incorporated in this proposal. As noted in our terms and conditions, this proposal, including the cost contained herein, is applicable for 15 calendar days. Please indicate your acceptance of the proposal (and the Terms & Conditions herein) by having an authorized representative sign the attached authorization page and returning the original document to ROBERTS. We appreciate this opportunity to offer our services to you. If you have any questions regarding the proposed services or cost estimate, please feel free to call either of the undersigned at your earliest convenience.

We appreciate this opportunity to offer our services to you. If you have any questions regarding this proposal, please feel free to call us at your convenience.

Sincerely,

Roberts Environmental Services, LLC



David D. Jeffers, LPG
Senior Hydrogeologist

Roberts Environmental Services, LLC



Jeffrey C. Roberts
President

Attachments: Authorization to Proceed
Roberts Standard Terms & Conditions for Environmental Services

**AUTHORIZATION FOR ROBERTS ENVIRONMENTAL SERVICES, LLC, TO
PROCEED WITH PROJECT DESCRIBED IN PRECEDING PROPOSAL**

Proposal Number: 21-10854-30
Proposal Date: March 10, 2022
Client: **City of Goshen Redevelopment Commission**

Proposal Title: Soil Gas Screening Proposal
Commercial Property
410 West Pike Street
Goshen, Indiana

The undersigned hereby authorizes Roberts Environmental Services, LLC (“ROBERTS”) to proceed on the above-referenced project in accordance with the referenced proposal and its associated work scope, terms, and conditions. By authorizing the work, the undersigned acknowledges that ROBERTS’ proposed work scope is adequate for the undersigned’s purposes. The undersigned further acknowledges that they have read, understand, and agree to the terms and conditions governing the project, including, but not limited to, the Standard Terms and Conditions for this project, which are incorporated herein, and are authorized to contractually bind the above-named Client in executing this authorization. In no event shall any subsequent work order or similar document vary the terms and conditions of this authorization, including all terms and conditions incorporated by reference, without the express written agreement of ROBERTS.

Signature

Typed or Printed Name

Company/Affiliation

Title

Date

ROBERTS will proceed with the authorized work upon receipt of a signed Authorization to Proceed.

PLEASE RETURN THIS PAGE TO ROBERTS UPON COMPLETION

Roberts Environmental Services, LLC

Standard Terms & Conditions for Environmental Services

I(a). All work performed by Roberts Environmental Services, LLC, hereinafter called "ROBERTS", for Client is subject to the terms and limitations presented in this document, except that this document incorporates, and may be modified by, the provisions of the specific work scope and/or proposal prepared by ROBERTS. In the event of any conflict, the terms of the work scope and/or proposal shall govern.

(b). ROBERTS generally offers different levels of service to satisfy the needs and desires of different clients. Client must determine the level of service adequate for its purpose and warrants that it has reviewed the work scope and has deemed it acceptable for the service that is being provided.

(c). Unless specified in the work scope or proposal to Client, ROBERTS will not perform the following service or work and assumes no responsibility to Client to perform such services:

- An analysis, audit, or other determination as to whether the Client and/or facility being assessed is in compliance with federal, state, or local laws, statutes, ordinances, or regulations;
- Direct or indirect storage, arranging for or actually transporting, disposing, treating, or monitoring hazardous or non-hazardous substances, materials, or wastes; and
- Testing for the presence of asbestos, polychlorinated biphenyls (PCBs), lead-based paint, radon gas, or any airborne pollutants or pollutants in soil or groundwater.

II. ROBERTS' services provided under these standard terms & conditions are performed on a lump-sum or time-and-expenses basis incurred during the completion of the project as described in ROBERTS' proposal. Client and ROBERTS agree that time and expenses for any additional work items outside the scope of work in ROBERTS' proposal shall be charged at the rates in the attached Labor Fee Schedule and Equipment, Supplies, and External Expenses Fee Schedule.

III. For those services or expenses described in the proposal, Client authorizes ROBERTS to execute purchases and contracts for subconsultants; purchase expendable supplies; perform test borings, sampling, or other investigative or exploratory work. Any additional purchases or services not included in a lump-sum or time-and-expenses cost estimate will be charged to Client at their direct cost plus 10%.

IV. Unless stated otherwise, ROBERTS' work scope and/or proposal and associated costs contained therein are applicable for 15 calendar days.

V. ROBERTS' invoices are payable upon receipt. Client shall give ROBERTS written notice of any invoiced amounts disputed by Client within ten (10) calendar days after Client's receipt of the invoice, such notice shall include the amount disputed and the basis for the dispute. Client shall pay all undisputed amounts according to the following stated terms. Invoices outstanding for more than thirty (30) days after the invoice date shall incur a late-payment charge at the rate of 1.5% per month (18% per annum) from the invoice date. If Client fails to pay any invoice within sixty (60) calendar days of the invoice date, ROBERTS shall have the right, upon three (3) days written notice to Client, to stop work and recover from Client payment for all work executed and any additional costs incurred by ROBERTS in collecting past-due amounts from Client.

VI. ROBERTS strives to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants practicing in the same locality and under similar conditions at the time ROBERTS' services are performed. No warranty, expressed or implied, is included or intended in this document or any other document generated in the course of ROBERTS' services.

VII. The total cumulative liability of ROBERTS, its employees, directors, officers, agents, and subcontractors, to Client arising from services performed or to be performed by ROBERTS, including any legal fees or costs awarded under this document, shall not exceed 100% of the gross compensation received by ROBERTS for the specific work item at issue or ten thousand dollars (\$10,000), whichever is greater, regardless of the legal theory under which such liability is imposed.

VIII. ROBERTS and Client agree to waive any claims against each other for any special, incidental, or consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or ROBERTS, their employees, agents, or subcontractors. Special, incidental, and consequential damages include, but are not limited to, delays, shutdowns or other disruptions, cost of capital, loss of use, and loss of profits or revenue.

IX(a). Client recognizes that conditions at sites where samples and data are gathered are inherently random, variable in space and time, and indeterminate in nature and that conditions may differ from those encountered at the time and locations where borings, surveys, inspections, or explorations are made. Therefore, ROBERTS' data, interpretations, opinions, and recommendations are based solely on the information available to ROBERTS at the time and obtainable with the methods employed. Information obtained from ROBERTS' inspections, analysis, analysis, and testing of the site and

materials is considered evidence with respect to the detection, identification, quantification, distribution of contaminants, and remediation cost estimates, but any inference or conclusion based thereon is an opinion based on ROBERTS' professional judgment and shall not be construed as a representation of fact. Client acknowledges that inspecting, sampling, and testing reduce, but do not eliminate, the risk that contaminants may escape detection. A site at which contaminants are not found or do not exist at the time of ROBERTS' inspection or work may later, due to intervening causes such as natural groundwater flow or human activities, become contaminated. Because these risks are beyond ROBERTS' control, Client agrees to assume these risks.

(b). Client shall provide ROBERTS all information in Client's possession, custody, or control concerning the project site which could affect ROBERTS' performance of the work, and ROBERTS may rely on information provided by Client and others in performing services under this document. However, ROBERTS' services to Client do not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors or consultants retained by ROBERTS or Client, and ROBERTS shall not be responsible for the reliability of such information nor bound by interpretations by others of information developed by ROBERTS.

X(a). ROBERTS shall be responsible solely for the on-site safety of its own employees, and this responsibility shall not be construed by any party to relieve the site owner, Client, or Client's contractors and/or subcontractors from their customary and contractual responsibilities and obligations to maintain a safe project site.

(b). Client agrees to assume the responsibility of reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment and, to the extent required by law, to promptly report regulated conditions, including without limitation, the discovery of releases of hazardous substances at the site, to appropriate public authorities in accordance with applicable laws. Client further agrees to indemnify ROBERTS for any claims resulting from or related to Client's failure to properly report such conditions or releases to the appropriate agencies.

(c). The requirements of all parts of this article shall apply continuously and shall not be limited to normal working hours.

XI(a). Professional fees paid to ROBERTS by Client are in exchange only for ROBERTS' services. Therefore, all reports, recommendations, drawings, specifications, boring logs, field data and notes, laboratory test data, calculations, estimates, and other documents prepared by ROBERTS are instruments of service, not products, and as such remain the property of ROBERTS.

Documents provided by Client shall remain Client's property. ROBERTS shall retain all records related to services performed for a period of five (5) years following submission of the final report, during which time they will be made available to Client for review at all reasonable times.

(b). The services, data, and opinions of ROBERTS performed for and expressed in its instruments of service are for the sole and exclusive use of Client and shall not be provided to or relied upon by any other party without ROBERTS' express written consent. Client acknowledges that the passage of time may result in significant changes in technology, regulations, and economic or site conditions that could render ROBERTS' instruments of service inaccurate or inadequate. Because ROBERTS' instruments of service are limited to the specific project, property, and dates of ROBERTS' services, neither Client nor any other party shall rely on the information, opinions, or conclusions contained in ROBERTS' instruments of service after two (2) years from their date of final issuance without ROBERTS' expressed written consent. Reliance on ROBERTS' instruments of service after such time shall be at the user's sole risk. If Client requests that ROBERTS review its instruments of service after two (2) years from their date of final issuance, ROBERTS shall be entitled to additional compensation at its most current rates or other such terms as may be agreed upon by ROBERTS and Client.

(c). Client agrees to waive any claim against ROBERTS and to defend, indemnify and hold ROBERTS harmless from any claim or liability for injury or loss allegedly arising from the Client's unauthorized use or disclosure to a third party of ROBERTS' information, opinions, or instruments of service or their use in a manner which is incorrect, inappropriate, not intended by ROBERTS, not foreseen at the time ROBERTS' services were rendered, or allegedly arising from considering ROBERTS' instruments of service as products. Such indemnification shall extend to any claim or liability for injury or loss arising from failure to follow ROBERTS' recommendations. Client further agrees to compensate ROBERTS for any time spent or expenses incurred by ROBERTS in defense of any such claim, in accordance with ROBERTS' most current fee and expense schedules and policies.

(d). In the event that ROBERTS is served a subpoena or other similar lawful request for documents or testimony directly or indirectly relating to ROBERTS' information, opinions, or instruments of service, Client agrees to compensate ROBERTS for any time spent or expenses incurred by ROBERTS in providing such documents or testimony, in accordance with ROBERTS' most current fee and expense schedules and policies.

XII. ROBERTS carries Professional liability, pollution liability, and general liability insurance, and worker's compensation insurance. Certificates of coverage will be forwarded to Client upon request. Within the limits of said insurance or the total cumulative

liability referenced in Item VII, whichever is less, ROBERTS agrees to save Client harmless from any loss, damage, injury, or liability arising directly from negligent acts and negligent omissions by ROBERTS, ROBERTS' employees, agents, subcontractors, and their employees or agents arising in connection with the performance of the work described in the proposal and/or work scope. If Client's contract or purchase order places greater responsibilities on ROBERTS or requires further insurance coverage, ROBERTS will purchase additional insurance (if reasonably procurable) at Client's expense to protect ROBERTS, but ROBERTS shall not be responsible for property damage from any cause, including but not limited to fire and explosion, beyond the amounts and coverage of ROBERTS' insurance. In addition, Client shall name ROBERTS as an additional insured in any hold-harmless agreements between Client and any contractor who may perform work in connection with any study, report, interpretations, or design prepared by ROBERTS.

XIII. Unless otherwise agreed, Client shall furnish reasonable and safe access to all areas of the site and/or its facilities and structures necessary for ROBERTS and its subcontractors to perform the work specified in the proposal. ROBERTS assumes no responsibility for not assessing structures and areas that are inaccessible, locked, or unsafe to enter.

XIV. For the purposes of safety and assessment, Client agrees to promptly advise ROBERTS of any hazardous substances or conditions known or suspected by Client, or known by Client to be alleged or rumored by others, to exist in, on, or near the project site and which may present a risk to human health or the environment. If Client fails to so advise ROBERTS or, notwithstanding, such advice, unanticipated occurrences of hazardous substances and/or conditions are discovered during the course of the work, and such discovery results in or, in ROBERTS' judgment, may result in injury or a human health risk, Client agrees to assume full responsibility and liability and shall hold ROBERTS harmless from any and all claims, demands, suits and liabilities for personal injury, disease, or medical expenses, including but not limited to continued health monitoring and/or death, property damage, and economic loss, including consequential damages, resulting directly or indirectly from ROBERTS' discovery of unanticipated hazardous substances and/or hazardous conditions. Client also acknowledges that withholding such information could affect the findings, conclusions, opinions, and recommendations of the agreed upon work scope.

XV. Client agrees to defend, hold harmless, and indemnify ROBERTS, its officers, representatives, and employees from and against any and all suits, claims, actions, losses and liabilities resulting from the following:

(a). Client's violation of any federal, state, or local statute, regulation, or ordinance, including without limitation the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response,

Compensation Liability Act, and any amendments to these regulations, ordinances, and acts in effect at the time the work is performed.

(b). Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal, or transportation of any wastes or residual materials found, identified, or generated at the project site during prosecution of field activities By ROBERTS on Client's behalf.

(c). Changed conditions or waste materials introduced to the project site by the Client, Client's employees or contractors, third persons, or natural processes after the completion of ROBERTS' on-site work.

(d). Damage, including consequential damages, due to damage to private, on-site utilities not properly marked by the Client, Client's employees, or its designated agent prior to field work pertaining to soil sampling, groundwater sampling, and all other methods of subsurface exploration, testing, and/or remediation. ROBERTS or its subcontractor will notify the state or regional underground plant protection services for the region in which the site is located. Typically, these services do not mark private utilities or on private property; therefore, Client assumes all responsibility for properly locating and identifying underground utilities prior to ROBERTS or its subcontractors performing field activities.

XVI. ROBERTS will not intentionally divulge information regarding its services for Client other than to parties designated by Client, except as necessary by law. Information that is in the public domain at the time the work is performed or is provided to ROBERTS by third parties is excepted from this condition.

XVII(a). All claims, disputes and other matters in controversy between ROBERTS and Client shall be subject to non-binding mediation before and as a condition precedent to other remedies provided by law. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money at issue, and requiring that the matter be mediated within forty-five days of the service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent applicable mediation rules, or by such other person or organization as the parties may agree upon. No other action or suit may be commenced unless the mediation did not occur within forty-five (45) days after the service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitations would elapse if suit was not filed prior to forty-five (45) days after service of notice.

(b). If a dispute at law arises related to the services provided under this document, then Client agrees (1) to personal jurisdiction in the State of Indiana; (2) the claim will be brought and tried in the state or federal courts located in Elkhart County, Indiana, and Client

waives the right to remove the action to any other county or jurisdiction; and (3) the prevailing party, in addition to any other remedy or compensation, shall be awarded reasonable costs incurred in litigating the claim, including staff time, court costs, attorney and expert witness fees, and other claim-related expenses.

XVIII. In the event that ROBERTS' field or technical services are interrupted by causes beyond its control, ROBERTS will request compensation for the labor, equipment, and other costs ROBERTS incurs to maintain its work force and capability for Client's benefit during the interruption. For purposes of this document, such causes include, but are not limited to, unusual weather conditions or other natural catastrophes; epidemics; war; riots; labor strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; acts of governmental authorities; inability, despite reasonable diligence, to supply personnel, equipment, or material to the project; or any other cause beyond the reasonable control or contemplation of ROBERTS.

XIX. Neither Client nor ROBERTS shall delegate, assign, sublet, or transfer any duties, claims, or interests under this document, any accompanying work scope and/or proposal, or any breach of these terms and conditions, without the express written consent of the other. The terms and conditions contained in this document shall be binding upon ROBERTS and Client, their heirs, executors, administrators, successors, and assigns.

XX. These terms and conditions and the related work scope and/or proposal is the final and entire agreement between ROBERTS and Client and supersedes any prior written or oral agreements. These terms and conditions and accompanying work scope and/or proposal shall not be changed, modified, or amended except in writing and signed by Client and ROBERTS.

XXI. Any part of these terms and conditions later held to violate law, regulation, or policy shall be deemed void, and all remaining provisions shall continue in force. However, Client and ROBERTS shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original voided provisions. All terms and conditions of this document allocating liability and responsibility between Client and ROBERTS shall survive completion of ROBERTS' services.

Attachments: 2022 Labor Fee Schedule
2022 Equipment, Supplies, and
External Expenses Fee Schedule

ROBERTS ENVIRONMENTAL SERVICES, LLC
2022 LABOR FEE SCHEDULE

Principal	\$181.00/hour
Sr. Project Manager/Geologist/Hydrogeologist/Scientist/Engineer	\$120 - \$140/hour
Project Geologist/Scientist/Engineer	\$97 - \$120/hour
Geologist/Scientist II	\$87 - \$97/hour
Geologist/Scientist I	\$80 - \$87/hour
Sr. Environmental Geologist/Scientist/Technician	\$75 - \$80/hour
Staff Environmental Geologist/Scientist/Technician	\$67 - \$75/hour
Project Administrator/Specialist	\$60 - \$67/hour

ROBERTS ENVIRONMENTAL SERVICES, LLC
2022 GENERAL EQUIPMENT, SUPPLIES, AND EXTERNAL EXPENSES FEE
SCHEDULE¹

COMMON EQUIPMENT:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Company Vehicle (<100 miles)	\$70.00	Trip
Company Vehicle (>100/<200 miles)	\$98.00	Trip
Photo Ionization Detector (PID)	\$90.00	Day
Dual Phase Interface Probe	\$60.00	Day
Water Level Indicator Masterflex	\$30.00	Day
Peristaltic Pump (MBP)	\$90.00	Day
Mechanical Bladder Pump	\$90.00	Day
Low Flow Submersible Pump Air	\$90.00	Day
Bladder Pump/Controller Pressure Washer	\$220.00	Day
Surveying Equipment	\$75.00	Day
Pneumatic Drum Vacuum	\$35.00	Day
Temperature/Conductivity Meter	\$150.00	Day
Optical Dissolved Oxygen Meter	\$15.00	Day
Aqua Troll 600 Multi-Parameter/Low Flow cell	\$50.00	Day
Hand-Auger (Various Sizes)	\$150.00	Day
	\$25.00	Day

COMMON SUPPLIES:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Bailers, 0.07 to 1.5-inch O.D. Polyethylene	\$10.00	Each
Rigid Polyethylene Tubing	\$0.40	Foot
Decontamination Supplies	\$20.00	Day
Reconditioned 55-Gallon Drum	\$80.00	Each
0.5 Micron In-Line Filter	\$25.00	Each
Nitrile Disposable Gloves	\$0.60	Pair

[Other supplies necessary to complete a specific project will be dependent on nature of work being performed. These supplies will be billed in accordance with specific internal fee schedules or as an external expense, which is simply cost +10%]

EXTERNAL EXPENSES:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
<u>External Expenses</u> (such as, travel, lodging, subcontracted services, equipment rental, expendable materials purchased for project, etc.):	Cost+10%	-----
<u>Per Diem</u> (includes food allowance plus nominal personal expenses):	\$55.00	Day
<u>Mileage</u> (company-owned or personal vehicle):	\$0.65	Mile

¹ Due to supply chain issues beyond the control of ROBERTS, all rates are subject to change throughout the year without notice. Rates provided should be considered estimates.

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **May 11, 2022 through June 10, 2022** and finds that entries are allowed in the total amount of **\$37,643.91**

APPROVED on June 14, 2022

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 05/10/22 through 06/10/22

324-560-00-438.0120		Goshen Redv Comm REF 2015	
6/9/2022	Bank of New York Mellon Trust Company, NA (05316)		\$10,981.25
Line Total for Period:			\$10,981.25
406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services	
6/9/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$4,487.00
6/9/2022	Yarkshark, LLC		\$540.00
Line Total for Period:			\$5,027.00
406-560-00-435.0101		RDV NON-RVRT OP/Electric	
5/18/2022	NIPSCO (00014)		\$44.76
Line Total for Period:			\$44.76
406-560-00-435.0201		RDV NON-RVRT OP/Gas	
5/18/2022	NIPSCO (00014)		\$53.70
Line Total for Period:			\$53.70
406-560-00-439.0930		RDV NON-RVRT OP/Other Services & Charges	
6/9/2022	Elan Corporate Payment Systems		\$50.00
Line Total for Period:			\$50.00
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
6/9/2022	American Structurepoint, Inc. (03093)		\$798.60
6/9/2022	Lochmueller Group(09835)		\$2,051.23
6/9/2022	Lochmueller Group(09835)		\$937.89
Line Total for Period:			\$3,787.72

473-560-00-439.0930**SOUTHEAST TIF/Other Services & Charges**

6/9/2022	The Goshen News (00115)	\$73.98
6/9/2022	The Goshen News (00115)	\$69.26
6/9/2022	The Goshen News (00115)	\$86.57
6/9/2022	The Goshen News (00115)	\$88.14
6/9/2022	The Goshen News (00115)	\$72.40
6/9/2022	The Goshen News (00115)	\$75.55

Line Total for Period: **\$465.90**

480-560-00-431.0502**RR/US 33 TIF/Contractual Services**

6/9/2022	A & Z Engineering, LLC	\$16,510.46
6/9/2022	Jones Petrie Rafinski Corp. (00463)	\$190.48

Line Total for Period: **\$16,700.94**

480-560-00-439.0930**RR/US 33 TIF/Other Services & Charges**

5/18/2022	Kelly Appraisals (05993)	\$425.00
6/9/2022	John Hall's True Value Hardware (00081)	\$8.45
6/9/2022	The Goshen News (00115)	\$75.55
6/10/2022	City of Goshen Utilities	\$23.64

Line Total for Period: **\$532.64**

Total Expenditures for Period: **\$37,643.91**



June 2022 Redevelopment Staff Report

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from Washington Ave to Kercher Ave.

PROJECT UPDATE

- The City continues to work with INDOT and Norfolk Southern for the design of the Madison Street railroad Crossing. Based a discussion with Norfolk Southern in November of 2021, NS has not begun their design work yet. The quiet zone schedule is being driven by this work. Activities to be completed to implement the Quiet Zone are: – Installation of signs and delineators at the railroad crossings.
- – Traffic counts to be done at each of the railroad crossings.
- – Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed in TBD.
- – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July 2019 to review the plan’s implementation status and finalize the proposed changes. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete, but that timeline was established before COVID. Contact was made with INDOT on August 4, 2021, and they will assist by having an invoice sent to initiate the work.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department’s Training facility and the Goshen Central Garage. This corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway’s appearance does not reflect the investment the adjoining companies have made on their properties. The overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from the creek to just past Troyer Carpets and Steury Avenue from Lincoln to the “S” curves. The water main project, which was a Water Utility project, east of Steury Avenue, was completed in December 2020, with successful improvement

of fire flow capability in East Goshen. The plan is to bid the remaining work for East Lincoln and Steury Avenue this to allow for construction to begin in 2022. NIPSCO has recently completed the relocation of the electric lines. We intend to bid yet this year but will likely be able to complete only a portion of the work in 2022 with the second half being completed in 2023.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park

PROJECT UPDATE

All work has been completed on the first phase of this project. An easement needs to be acquired from Benteler, and then the project can be bid. Goshen Engineering continues to work towards bidding this project. Construction is planned for 2022.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

The city owns an existing stormwater facility located on the south side of State Road 119 and east of Lighthouse Lane. This facility does not adequately address the stormwater issues in the area. The project will supplement existing public stormwater facilities by constructing additional interconnecting detention areas in partnership with the developer of The Crossing, a residential subdivision. The project will also include the extension of Lighthouse Lane to connect to The Crossing.

PROJECT UPDATE

The agreement negotiation with the Barak Group, LLC, ended without an agreement. Agreements are in place with the adjoining property owners to allow the drainage improvements to proceed. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. Bids were received on December 6. HRP was awarded a contract in December to complete the construction work and intends to begin late spring. All work is to be complete by November of this year.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of the Plymouth Avenue.

PROJECT UPDATE

A Request for Proposals (RFP) was issued in April, 2021, with the initial round of proposals due May 11. A development proposal has been received from Anderson Partners LLC to build a mixed-use project consisting of approximately 150 apartments and 5,000 square feet of commercial space. The Redevelopment Commission has approved a development agreement with the developer and it will be taken to the City Council for approval on April 18th.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks'

department operated facility that will function year-round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

The Mayor has asked to place this project on hold until the financial impact of the COVID-19 virus can be determined. (See the update on the Madison Street Bridge Improvement for current activity in this area).

PROJECT: RIVER ART

PROJECT DESCRIPTION

A Development Agreement is currently in place with InSite Development for development of an apartment complex (River Art) at the northwest corner of 3rd and Jefferson. The renovation of the north end of the Hawks building was part of the same agreement and this portion of the work is now complete.

PROJECT UPDATE

Agreement Amendment #2 is being brought to the Commission this month for approval and includes the time extensions discussed at the February meeting. Per the amendment, InSite is to provide updated plans for approval by August of this year with a commitment to commence construction by June 1, 2023.

PROJECT: DOWNTOWN VAULT ASSESSMENT

PROJECT DESCRIPTION

Downtown vaults have been discussed for many years as a public safety concern. Since the incident in 2012, effort and resources have been committed to identify, assess, and eliminate vaults. Many vaults have removed, but there are approximately 26 vaults remaining. Work through the next steps, staff determined a vault assessment by a structural engineer was necessary. The Commission agreed to fund the assessment, and a contract was awarded to Clear Creek & Associates.

PROJECT UPDATE

The vault assessments are complete, and assessments have been forwarded to each property owner for consideration. There were two vaults deemed immediate concerns and there are other vaults that were identified as needing repairs or closure. At the May Redevelopment meeting, Goshen Redevelopment agreed to provide partial financial support for vault closures. Goshen Engineering has sent out notices to all property owners with vaults, and applications to participate were to be submitted by December 17, 2021. The next step will be to solicit quotes to perform the public portion of the vault closures. Once a contractor is under contract, property owners can begin their work. For those that did not sign-up for the 2022 vault closure program, the City will need to implement an ordinance to compel further action.

PROJECT: EISENHOWER DRIVE RECONSTRUCTION

PROJECT DESCRIPTION

Eisenhower Drive North and South's pavement has been chip and sealed multiple times in the last ten years and is ready for reconstruction. Goshen Engineering has prepared bid documents for the full reconstruction of the pavement cross section.

PROJECT UPDATE

The project was bid in November 2020, and awarded in December to Phend and Brown. Construction is still ongoing. The contractor was to have been complete with their work by August 15, but that deadline was not met. The contractor, A meeting with the contractor is scheduled for December 9, 2021, to discuss uncompleted project items and contract responsiveness. With landscape restoration issues outstanding, this project will not be closed until 2022.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging in size from 2,500 to 3,000 square feet. All homes would feature private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

At the December Redevelopment meeting, the Commission authorized staff to negotiate a development agreement with Insite Development.

PROJECT UPDATE

An Agreement Amendment is being brought to the Commission this month for approval and includes the time extensions discussed at the February meeting. Per the amendment, InSite is to provide updated plans for approval by August of this year with a commitment to commence construction by June 1, 2023.

~~PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING~~

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2025.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

The City and American Structurepoint continue to work out the final professional services design fee.

PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40

PROJECT DESCRIPTION

The next phase of the Waterford Mills Parkway project will be to extend the road to the west and connect to CR 40, east of the existing bridge. The City of Goshen and Elkhart County will be working together to design and build this project, with the County taking the lead role.

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a “no build” option. The County hired Lochmueller Group to conduct a traffic study, to further evaluate the options and prepared an interlocal agreement, which defined the roles and responsibilities of both parties in the design and construction of this roadway. At this time, no action is triggered by the traffic study but will be amended if circumstances change with further development within the Southeast TIF.

PROJECT: MADISON STREET BRIDGE REPLACEMENT

PROJECT DESCRIPTION

The Madison Street bridge is approaching its end of life, and has a load restriction established. If development plans for the west side of the canal are undertaken, the bridge will need to be replaced prior to the development occurring.

PROJECT UPDATE

On September 8, 2020, the Redevelopment Commission approved the issuance of a Request for Proposals (RFP) for design services. The project design is being completed and will be shelved until the status of the site changes, or the condition of the bridge worsens, or the bidding environment becomes more favorable.

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

The Five-Year Capital Plan includes the construction of a new south fire station. There is \$200,000 allocated for design and an additional \$4 million earmarked for construction. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

PROJECT UPDATE

A draft of the Final Report is being reviewed by staff and will be brought to the Commission in May for approval. Financing options for construction of the new facility will be discussed at the same meeting.

PROJECT: WEST JEFFERSON STREETScape

PROJECT DESCRIPTION

The Five-Year Capital Plan include the reconstruction of West Jefferson Street between Third Street and Main Street. The project will incorporate the use of brick pavers to address stormwater restrictions in this area. The project will also include the reconfiguration of parking, decorative street lighting, and street trees. The estimated cost of the project is \$500,000, plus and an additional cost of \$100,000 for design fees.

PROJECT UPDATE

The Commission approved the issuance of RFP for design of the street improvements but issuance was delayed until the RDC was able to acquire the property at 113 W Jefferson Street. A contract has been executed with A&Z Engineering to complete necessary survey work for this area. As of December 2021, the survey work is complete and the geotechnical engineer is scheduling the soil borings for the first part of February. The design will be completed for a spring bid, but staff is cautiously watching the material prices and contractor availability.

PROJECT: ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

Elkhart County has selected a site located on Reliance Road to construct the new Court Complex. Due to the projected increase in traffic that will be generated by the new complex, several road improvements are required to increase capacity. Since this project is located in the River Race/US 33 TIF area, the Redevelopment Commission has pledged \$1.5 million in TIF revenue to fund the improvements. The County has pledged an additional \$500,000 to assist in paying for these improvements. This project will be designed and constructed through the City of Goshen and is expected to start construction in 2023.

PROJECT UPDATE

The City and County worked with JPR to complete a Traffic Impact Study (TIS) for the area based upon the new court complex and the changes in traffic patterns that can be expected. The report is now complete and has been approved by INDOT. Elkhart County has confirmed their funding commitment for the overall project and A&Z Engineering has been hired to complete the design. It's anticipated that the project will be ready to bid in 2022 or early 2023. The Commission granted permission to begin the process of obtaining appraisals for the impacted properties and more information will be provided once appraisals are complete.

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

The Kercher Wellfield located in the Goshen Industrial Park requires the replacement of one of its three wells. Because the wellfield is sitting on a postage stamp property, the site is unable to support the development of another well without the purchase of additional land.

PROJECT UPDATE

Goshen Utilities is in negotiation of for the additional land purchase, but is working through the due diligence process to verify potential environmental concerns in the soil and groundwater. At the Board of Works meeting on March 1, 2021, agreements with Roberts Environmental and Peerless Midwest were approved to complete the due diligence process. A meeting with the Indiana Department of Environmental Management occurred, and the Water Utility will be hiring a consultant to assist with planning and design for water system improvements.

PROJECT: FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

This project will create a pedestrian path connecting the College Avenue path to Fidler Pond Park. The path will be constructed in two phases. Initially, the Oak Lane roadway will act as the pathway while the trail is constructed from the north end of the road to the park. Sharrows will be added to Oak Lane during Phase One and Phase Two will include reconstructing Oak Lane with curb and gutter and the installation of a separated pedestrian trail.

PROJECT UPDATE

Engineering has prepared preliminary drawing and engineer's estimates for both phases. After the final alignment is determined a neighborhood meeting will be scheduled to receive comments. Final design may be completed in-house. If not, a RFP for design services will be issued. Optimistically, construction is anticipated to occur in 2022.

PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT

PROJECT DESCRIPTION

Last Dance, LLC has purchased 313 acres of farmland on East College Avenue just east of the railroad tracks. A portion of the land was previously annexed by Lippert for development but the project never came to life. Last Dance has now purchased additional land and is partnering with the City on the infrastructure. They've hired Abonmarche to complete the design of a new water main loop from College to CR 31 to CR 38 to connect at Century Drive, extension of sewer mains beneath the railroad to serve the new industrial area, a new public water/sewer/roadway loop within the first phase of the development and substantial stormwater improvements. The project is being funded by a combination of existing TIF funds and by a city-issued bond that will be purchased by the developer and repaid through future TIF revenues. Annexation of the additional land has been completed.

PROJECT UPDATE

We anticipate issuing bids for all of the components of this project on April 15th with bids due back by May 9th. More information will be brought to the Commission for the May meeting.

PROJECT: PARK DEPARTMENT MAINTENANCE BUILDING

PROJECT DESCRIPTION

The Goshen Parks Department needs to relocate its existing maintenance building which is located in a floodway in Shanklin Park. The Redevelopment Commission has offered the property between Plymouth Avenue and Jackson Street, adjacent to the east side of the railroad. The Commission has also allocated \$1.0 million toward the cost of designing and constructing the new facility.

PROJECT UPDATE

We intend to rebid this project this month with bids due back in late May. We'll be bringing a contract recommendation to the Commission for award in June.