



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., December 12, 2022

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: Dec. 5, 2022

Approval of Agenda

- 1) Open bids: 2022 or newer Compact Excavator** (bids due 1:45 p.m., Dec. 12, 2022)
- 2) Legal Department:** Approve and authorize Mayor Stutsman to execute an agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924
- 3) Legal Department:** Resolution 2022-38 – Declaring Surplus and Authorizing the Disposal of Personal Property
- 4) Engineering Department:** Approve and authorize the Mayor to execute agreements with Serving Hand Ministries and B&B Homebuilders for the completion of the construction Project at 1502 Hay Parkway
- 5) Engineering Department:** Approve the lane restrictions on Greene Road on Dec. 13-14 for the installation of Comcast fiber
- 6) Engineering Department:** Approve agreement amendment No. 1 with Abonmarche Consultants for The Crossing Subdivision Drainage project design for an additional \$31,506
- 7) Engineering Department:** Approve the balancing Change Order No. 2 for the Concrete Paving Project (JN: 2022-0002), increasing the Rieth Riley contract by \$40,940.69, for a final contract amount of \$1,014,485.94.
- 8) Engineering Department:** Approve the agreement with Niblock Excavating for the 2023 Asphalt Paving project in the amount of \$2,477,613.50



**9) Clerk-Treasurer's Office: Review draft Board of Works calendar for 2023
(requested approval scheduled for Dec. 19, 2022)**

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE DECEMBER 5, 2022 REGULAR MEETING**

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

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

Absent: DeWayne Riouse

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the Dec. 5, 2022 Regular Meeting. Board member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the agenda. Board member Landis moved to approve the agenda as submitted and Board member Swartley seconded the motion. Motion passed 4-0.

1) OPENING OF BIDS: Structural Firefighter Protective Clothing (bids due 1:45 p.m., Dec. 5, 2022)

Opportunity: The goods, materials and/or equipment to be purchased shall be approximately 70 sets over the years 2023, 2024, 2025, and 2026. Each year's purchase shall include approximately twenty-five (25) sets per year of structural firefighter protective coats, pants, helmets, boots, hoods and gloves and extrication gear coats and pants. **Mayor Stutsman opened the bids received for Structural Firefighter Protective Clothing. Bids were received from three companies in the following bid amounts**

Fire Service Inc. of St. John, Indiana, submitted the following bids per item: 1. Coat \$2,003; 2. Pant \$1,558; 3. Helmet \$542; 4. Boot \$371; 5. Hood \$92; 6. Gloves \$108; 7. Extrication Coat \$460; and 8. Extrication Pant \$460.

Municipal Emergency Services of Indianapolis, Indiana, submitted the following bids per item: 1. Coat \$1,886.82; 2. Pant \$1,460.10; 3. Helmet \$441.83; 4. Boot \$378.63; 5. Hood \$125.10; 6. Gloves \$106.55; 7. Extrication Coat \$402.09; and 8. Extrication Pant \$402.09.

W.S. Darley & Co. of Itasca, Illinois, submitted the following bids per item: 1. Coat \$1,956 (\$2,155, 2024 price and \$2,282, 2025 price); 2. Pant \$1,518 (\$1,640, 2024 price, \$1,770, 2025 price); 3. Helmet \$425 (\$489, 2024 price, \$577, 2025 price); 4. Boot \$382 (\$415, 2024 price, \$445, 2025 price); 5. Hood \$126.25 (\$137, 2024 price, \$147, 2025 price); 6. Gloves \$109 (\$117, 2024 price, \$127, 2025 price); 7. Extrication Coat \$261 (\$285, 2024 price, \$304, 2025 price); and 8. Extrication Pant \$261 (\$285, 2024 price, \$304, 2025 price).

Mayor Stutsman/Landis moved to refer the bids to the Legal Department for review. Motion passed 4-0.

2) Open bids: 2023 Asphalt Paving Project No. 2023-0002 (bids due 1:45 p.m., Dec. 5, 2022)

Project: The City of Goshen solicited sealed bids for Paving (Asphalt or Concrete), Street/Road Asphalt Resurfacing and Milling, Paving (Highway, Road or Street). The project consists of asphalt roadway milling and paving in various locations throughout the City of Goshen.

Mayor Stutsman opened the bids received for the 2023 Asphalt Paving Project No. 2023-0002.



Bids were received from two companies: Niblock Excavating, Inc. of Bristol, Indiana, a base bid of \$2,477,613.50 and Rieth Riley Construction Co. of South Bend, Indiana, a base bid of \$2,999,420.00. Mayor Stutsman/Landis moved to refer the bids to the Legal Department for review. Motion passed 4-0.

3) Planning & Zoning Department: Accept the Plymouth Avenue Professional Park Second Addition plat with dedication of right of way and easements

City Planning & Zoning Administrator Rhonda L. Yoder asked the Board to accept the Plymouth Avenue Professional Park Second Addition plat with dedication of right of way and easements.

Yoder said a two-lot commercial subdivision has been submitted, Plymouth Avenue Professional Park Second Addition, which is the remainder of the Plymouth Avenue Professional Park subdivision. The property is zoned Commercial B-3PUD (Planned Unit Development).

Yoder said the subdivision meets the requirements of the Zoning and Subdivision Ordinances and of the Plymouth Avenue Professional Park PUD. Public infrastructure is being constructed as part of the current West Goshen Crossing Subdivision Drainage Improvement project.

She said the subdivision drainage plan was accepted by an act of the contract award for the West Goshen Crossing Subdivision Drainage Improvement project on Dec. 13, 2021. The plat includes dedication of the remainder of the right of way for Lighthouse Lane, and includes a number of easements.

Landis/Swartley moved to accept the Plymouth Avenue Professional Park Second Addition plat with dedication of right of way and easements. Motion passed 4-0.

4) Legal Department: Contract with New Avenues Inc. for 2023 Employee Assistance Program

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve and authorize the Mayor to execute the contract with New Avenues Inc. to provide an employee assistance program for 2023.

Toms said the City will pay New Avenues based on the "EAP a La Carte Service" fees set forth in Exhibit A of the contract, which includes an administrative fee to the City of \$168 per month plus the additional fees for the specific services utilized.

Landis/Swartley moved to approve and authorize the Mayor to execute the contract with New Avenues Inc. to provide an employee assistance program for 2023. Motion passed 4-0.

5) Legal Department: Resolution 2022-37, *Declaring Surplus and Authorizing the Disposal of Personal Property*

Brandy Toms, a paralegal with the City Legal Department, asked the Board to pass Resolution 2022-37, *Declaring Surplus and Authorizing the Disposal of Personal Property.*

Toms said the Wastewater Treatment Plant wants to dispose of a sampler that no longer works properly. The batteries will be recycled. Resolution 2022-37 declares the property as surplus and authorizes its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

Landis/Swartley moved to pass Resolution 2022-37, *Declaring Surplus and Authorizing the Disposal of Personal Property.* Motion passed 4-0.



6) Legal Department: Request that the Board assign Resolution 2022-34 to Authorizing the Purchase of New Warning Siren to be installed at 29th Street and 2022-35 to Authorizing the Purchase of Outdoor Warning System Software Upgrades

Brandy Toms, a paralegal with the City Legal Department, asked the Board to assign Resolution 2022-34 to *Authorizing the Purchase of New Warning Siren to be Installed at 29th Street* and 2022-35 to *Authorizing the Purchase of Outdoor Warning System Software Upgrades*.

Toms said on Nov. 21, 2022, the Board approved Resolution 2022-28, *Authorizing the Purchase of New Warning Siren to be Installed at 29th Street* and Resolution 2022-29, *Authorizing the Purchase of Outdoor Warning System Software Upgrades*. However, Resolution Nos 2022-28 and 2022-29 were previously adopted by the Board for other purposes. To avoid this duplication, Toms requested that the Board assign Resolution 2022-34 to *Authorizing the Purchase of New Warning Siren to be Installed at 29th Street* and 2022-35 to *Authorizing the Purchase of Outdoor Warning System Software Upgrades*.

Landis/Swartley moved to assign Resolution 2022-34 to *Authorizing the Purchase of New Warning Siren to be Installed at 29th Street* and 2022-35 to *Authorizing the Purchase of Outdoor Warning System Software Upgrades*. Motion passed 4-0.

7) Legal Department: Approve, and authorize Mayor Stutsman to execute, the agreement for the Goshen Public Library awarding \$100,000 from the City's American Rescue Plan Fund

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve, and authorize Mayor Stutsman to execute, the agreement for the Goshen Public Library awarding \$100,000 from the City's American Rescue Plan Fund.

Toms said on March 11, 2021, President Biden signed into law the American Rescue Plan (ARP) Act of 2021, establishing the Coronavirus State and Local Fiscal Recovery Funds program. The City has received a total allocation of ARP Funding of \$6,692,508 and intends to allocate a portion of its ARP Funding to assist non-profit organizations in the City, and nearby communities, that have suffered negative economic impacts as a result of the COVID19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of ARP Funding. Toms said the Goshen Public Library (GPL) is the final non-profit organization that has applied for, and met all requirements, to be a recipient of funds from this ARP Fund.

According to the agreement, "The GPL Internet and Connectivity Project seeks to use ARP grant funding to add and improve technology offerings that provide needed access to government, business and educational services to those residing in Elkhart Township and beyond. This project includes transitioning the public computer stations toward a more flexible user experience by adding laptops and other similarly hand-held devices; replacing existing computers; strengthening and extending wireless access, improving the patron experience for scanning, faxing, and printing; enhancing STEM and early childhood literacy resources through the addition of new digitally-based interactive product lines. Oversight for the project will be the responsibility of the Technology and Digital Literacy Specialist, the Head of Support Services, and the Library Director with input from other library staff and outside consultants as needed. Work to implement this project will commence in 2023 and last into 2024 with project completion ahead of the required 12/2024 deadline imposed by the grant maker."

Mayor Stutsman provided a brief overview of the Library's vital role during the pandemic and the grant's purpose. **Landis/Swartley** moved to approve, and authorize Mayor Stutsman to execute, the agreement for the Goshen Public Library awarding \$100,000 from the City's American Rescue Plan Fund. Motion passed 4-0.



8) Legal Department: Approve and authorize Mayor to execute the agreement with Peerless-Midwest, Inc. for installation of 4" meter at Parker Hannifin, with a cost not-to-exceed \$5,850

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor to execute the agreement with Peerless-Midwest, Inc. for the installation of a 4" meter at Parker Hannifin, with a cost not-to-exceed \$5,850.

Under the agreement, the contractor's duties include: (A) Removal of the existing meter, screen and discharge; (B) Install a new 4" water meter provided by City at Parker Hannifin; (C) Replacement of two (2) new 6"x4" reducers and the Victaulic pipe provided by contractor (contractor agrees to provide flanges as well); and (D) Victaulic pipe will be cut to size and grooved for flanges onsite by contractor.

Landis/Swartley moved to approve and authorize Mayor to execute the agreement with Peerless-Midwest, Inc. for the installation of a 4" meter at Parker Hannifin, with a cost not-to-exceed \$5,850. Motion passed 4-0.

9) Legal Department: Approve and authorize Mayor Stutsman to execute the agreement with Evoqua Water Technologies to perform field service of the digester during the week of Jan.16-20, 2023 at a cost not to exceed \$8,000, including travel and lodging

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute the agreement with Evoqua Water Technologies to perform field service of the digester during the week of Jan. 16-20, 2023 at a cost not to exceed \$8,000, including travel and lodging.

According to the agreement, the contractor will provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to evaluate controls and calibrations to ensure proper methane gas usage and include the following: (A) Calibration of LEL and Air Sensors (non-certified); (B) Evaluation of all equipment; and (C) Perform necessary adjustments for equalizing methane gas pressures between digesters. The agreement does not include any repair parts or exterior dome fabric inspections.

Landis/Swartley moved to approve and authorize Mayor Stutsman to execute the agreement with Evoqua Water Technologies to perform field service of the digester during the week of Jan. 16-20, 2023 at a cost not to exceed \$8,000, including travel and lodging. Motion passed 4-0.

10) Legal Department: Approve and execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP for 2023 attorney services

City Attorney Bodie Stegelmann asked the Board to approve and execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP, for 2023 attorney services.

Stegelmann said under the agreement, for 2023, the bi-weekly salary paid to Jim Kolbus to act as Planning and Zoning Attorney will be increased \$329.84 (as provided in the City's 2023 Salary Ordinance). Beginning 2023, the firm will be paid \$204 per hour for all other services rendered on behalf of the City or its departments, provided such services are not covered by the compensation paid to Jim Kolbus as Planning and Zoning Attorney. The firm will be compensated \$254 per hour for projects where City's legal fees are paid from a non-City funding source. Beginning in 2023, the fixed sum monthly payments to the firm for an attorney to provide legal services to Redevelopment and for the Civil City shall cease.

Landis/Swartley moved to approve and execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP, for 2023 attorney services. Motion passed 4-0.



11) Legal Department: Approve proposal from Super Seal Inc. for hot rubber crack filling of drive surfaces at the City's waste water treatment plant in the amount of \$5,200, and ratify Deputy Mayor Mark Brinson's execution of the proposal

City Attorney Bodie Stegelmann asked the Board to approve the proposal from Super Seal Inc. for Hot Rubber crack filling of drive surfaces at the City's waste water treatment plant in the amount of \$5,200, and ratify Deputy Mayor Mark Brinson's execution of the proposal.

Stegelmann said with changes in the weather, and the need to complete this work prior to winter, Deputy Mayor Mark Brinson signed the attached proposal so that this needed work could be completed prior to the change in weather. Super Seal Inc. will be paid \$5,200 for the services.

Landis/Swartley moved to approve the proposal from Super Seal Inc. for Hot Rubber crack filling of drive surfaces at the City's waste water treatment plant in the amount of \$5,200.00, and ratify Deputy Mayor Mark Brinson's execution of the proposal. Motion passed 4-0.

12) Engineering Department: Approve and authorize Mayor to execute the agreements with Ken and Becky Horst and Millrace Cohousing, Inc. for completion of the construction project at 643 River Race Drive

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute the agreements with Ken and Becky Horst, husband and wife, and Millrace Cohousing, Inc., in care of Merritt Lehman, for the Completion of the Construction Project at 643 River Race Drive.

Sailor said the home at 643 River Race Drive has passed its final building inspection and the project is substantially complete except for exterior concrete work. This final requirement cannot be completed at this time due to weather conditions. The Stormwater Department thus submits Agreements for the Completion of the Construction Project for approval and authorizations for the Mayor to execute. The property owners Ken and Becky Horst, and Millrace Cohousing, Inc., agree to complete all concrete work by June 15, 2023. The expected cost of work is \$4,300 and a surety check for that amount has been remitted to the Clerk-Treasurer's Office.

Landis/Swartley moved to approve and authorize the Mayor to execute the agreements with Ken and Becky Horst, husband and wife, and Millrace Cohousing, Inc., in care of Merritt Lehman, for the Completion of the Construction Project at 643 River Race Drive. Motion passed 4-0.

13) Engineering Department: Approve professional service agreement with Kurtz Engineering in the amount of \$28,350 to assist in updating the water utility model

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the professional service agreement with Kurtz Engineering in the amount of \$28,350.

Sailor said Goshen Water Utility would like to engage Kurtz Engineering to assist in updating the water utility model, which was last updated in 2018. There has been expansion of the water system and proposed development that needs to be accounted for. The areas that Kurtz Engineering will assist with are:

1. Assist City staff with water distribution system model updates
2. Assist with evaluation of wellfield alternatives
3. Weaver Woods water quality analysis
4. LionsHead Specialty Tire & Wheel, LLC. fire flow analysis
5. U.S. Highway 33 water main relocation analysis
6. Urban growth boundary analysis



Board member Landis asked the rationale for the Weaver Woods water quality analysis and the LionsHead Specialty Tire & Wheel, LLC. fire flow analysis. Dustin Sailor said the Weaver Woods area has expanded over the years, so further study is needed to reduce the waste of water. He said the LionsHead fire flow analysis is needed to help plan for an upgrade in the area.

Landis/Swartley moved to approve the professional service agreement with Kurtz Engineering in the amount of \$28,350. Motion passed 4-0.

14) Engineering Department: Authorize Mayor to execute the amendment agreement with L&M Electric to extend by one year, through Dec. 31, 2023, for Civil City electrical maintenance

City Director of Public Works & Utilities Dustin Sailor asked the Board to authorize Mayor Stutsman to execute the amendment agreement with L&M Electric to extend by one (1) year, through Dec. 31, 2023, for Civil City Electrical Maintenance. Sailor said L&M Electric will provide electrical maintenance of Traffic Signals, School Flashers, Lighting, City Buildings and the Airport under the same terms and conditions as the Feb. 15, 2021 contract. Landis/Swartley moved to authorize the Mayor to execute the amendment agreement with L&M Electric to extend by one year, through Dec. 31, 2023, for Civil City Electrical Maintenance. Motion passed 4-0.

15) Engineering Department: Authorize Mayor to execute amendment agreement with Middlebury Electric to extend by one year, through Dec. 31, 2023, for Utilities electrical maintenance

City Director of Public Works & Utilities Dustin Sailor asked the Board to authorize Mayor Stutsman to execute the amendment agreement with Middlebury Electric to extend by one year, through Dec. 31, 2023, for Utilities Electrical Maintenance. Sailor said Middlebury Electric will provide electrical maintenance for the Wastewater and Water Utilities under the same terms and conditions as the Feb. 17, 2021, contract.

Landis/Swartley moved to execute the amendment agreement with Middlebury Electric to extend by one (1) year through Dec. 31, 2023 for Utilities Electrical Maintenance. Motion passed 4-0.

16) Engineering Department: Approve and authorize Mayor to sign Change Order No. 2 increasing the contract amount by \$12,289.76, for a revised contract amount of \$6,978,530.83

City Civil Traffic Engineer Josh Corwin asked the Board to approve and authorize the Mayor to sign Change Order No. 2 increasing the contract amount with Rieth-Riley by \$12,289.76, for a revised contract amount of \$6,978,530.83 for the Wilden Avenue Reconstruction (JN: 2014-0035).

Corwin said this change order is for the removal and replacement of approximately 40 LFT of curb to correct a dip in the curb as a result of a design error and for additional curb to be placed along the back of sidewalk to minimize grading impacts and avoid a larger tree that was erroneously omitted from the tree clearing plans. Change Order No. 2 increases the contract price by \$12,289.76 (0.18% of the original contract amount) making the current contract amount \$6,978,530.83 and adds two additional days to the intermediate completion date for phase 3 and 4 to accommodate the additional work.

Landis/Swartley moved to approve and authorize the Mayor to sign Change Order No. 2 increasing the contract amount with Rieth-Riley by \$12,289.76, for a revised contract amount of \$6,978,530.83 for the Wilden Avenue Reconstruction (JN: 2014-0035). Motion passed 4-0.



17) Engineering Department: Approve revised Pavement Management Plan for 2022

City Civil Traffic Engineer Josh Corwin asked the Board to approve the 2022 Pavement Management Plan. Corwin said the plan, which was attached to the agenda packet, reports on the condition of the City's roadways and, once submitted to the Indiana Local Technical Assistance Program (LTAP), fulfills one of the requirements required to be eligible for Community Crossings Matching Grant applications. The report summarizes the condition of the City's roadway network using the Pavement Surface Evaluation and Rating (PASER) system.

BACKGROUND:

The Pavement Management Plan is required to be updated and submitted to LTAP each year along with a pavement inventory. The City's road network is required to be rated every other year.

According to a report overview, "The purpose of this inspection report was to rate the current pavement conditions of each street segment and to identify needed maintenance and repair of the 153 centerline miles of roadway (312 lane miles) under the jurisdiction of the City of Goshen utilizing the PASER guidelines. The results of the study will be the basis for the development of programs in consideration of available funds. The study is intended to be reviewed and updated annually with PASER reassessment occurring every other year."

In addition, "It is the City of Goshen's goal to use the inventory and condition ratings to apply appropriate roadway preservation techniques in order to extend the life of the City's roadways in a cost-effective manner. It is the City's goal to reduce the number of poor roads (PASER rating 1-4) from 70% to 30% in the next 20 years."

Currently the average rating per lane mile for the City's network is 4.68, up slightly from 2021's average of 4.49.

The report concludes that "While many of the City's streets are not in need of complete reconstruction, the overall network is currently deteriorating year over year. There are several options that are currently used and some that are being considered to help preserve and extend the life of City streets. It is important to utilize preventative maintenance treatments early on in the life cycle of pavement, while the pavement is in good condition in order to extend the life of the pavement.

"Biennial monitoring of all streets will need to be done to ensure that roadways are deteriorating at expected rates. This will help to find what maintenance methods help extend the lifecycle of the pavement most efficiently. Drainage conditions need to be looked at as well to determine if a drainage issue is causing the pavement failure. With overlays and reconstructions, the drainage catch basins may need to be adjusted to make sure that water is not trapped on the pavement".

The following is a list of recommendations resulting from this report:

- Adopt this plan as a framework for future maintenance and rehabilitation of the City of Goshen's Streets.
- The City should consider investment in a comprehensive pavement management program and preservation strategy to better optimize each dollar spent.
- The City should retain an asset manager to provide additional review and evaluation of appropriate funding distributions.

BOARD CONSIDERATION OF REPORT ON DEC. 5, 2022:

City Civil Traffic Engineer Corwin provided the Board with a summary of the 2022 Pavement Management Plan using a PowerPoint presentation, which was included in the Board's meeting packet (and summarized above).

Among the key points in Corwin's presentation:

- The City of Goshen has 183 centerline miles and 312 lane miles of roadway.
- Roads are evaluated every two years using the Pavement Surface Evaluation and Rating (PASER) system.



- Using the PASER system, City staff members score each road segment based on a 0-10 scale, with scores of 8-10 designating roads that are in the best condition and ratings of 1-2 for roads that are the worst.
- The majority of Goshen's roads are rated as "poor." The City's PASER rating average is 4.6.
- The cost to repair all roads in 2022 was estimated at \$49.6 million vs. \$47.1 million in 2021.
- The City uses a Pavement Preservation Strategy to determine when to repair and reconstruct roads.
- The City only has the funding to repair a relatively modest percentage of its roads every year.

Mayor Stutsman thanked Corwin for his report and told the Board that it needed to approve the plan for the City to be eligible for federal and state grants.

In response to a question from **Board member Landis**, **Josh Corwin** clarified the amounts spent on road work. He also clarified the amounts the Board has authorized for road repairs in recent months.

Mayor Stutsman said the City is seeking as much money as it can for road repairs, but it is not keeping up with the needs. He added that the City is trying to maintain arterial roads while also repairing some neighborhood roads. The Mayor also said that since purchasing a paver for the Street Department, the City is completing more road repairs, but there is a state limit on how much work the City can do in this regard.

Landis/Swartley moved to approve the revised Pavement Management Plan for 2022. Motion passed 4-0.

18) Clerk-Treasurer's Office: Approve agreement with Baker Tilly, US for ADP Workforce Technology Solutions Support

Deputy Clerk-Treasurer Jeffery Weaver asked the Board to approve the two agreements and authorize the Clerk-Treasurer to execute the two agreements with Baker Tilly, US for ADP Workforce Technology Solutions Support.

Weaver said ADP Workforce Now is the software the City uses for payroll services. One agreement is for City and Pension payroll and the second agreement is for the Utilities payroll. **Weaver** said in 2021, the City contracted with Baker Tilly to provide additional support for ADP setup and support. The agreement gives the City a direct line to experienced ADP support technicians as well as compliance and consulting support.

In the first year of implementation, **Weaver** the payroll staff observed much quicker problem resolution, proactive tax compliance support, and consistent specialized help over the phone and through email. The support also provides guidance on data automation and communication with the City's Incode system, INPRS, and the Right Stuff software that the City continues to slowly implement.

Weaver said the City will pay \$36,180 next year under this agreement. The Pension plan will be charged \$4,300 and Utilities will pay \$4,800. The total cost will be \$45,180 for the use of the software and Baker Tilly support. The billing for this service will not increase in 2023. The City's payments go directly to Baker Tilly, which will pay technology fees to ADP on behalf of the City. In response to a question from **Board member Landis**, **Weaver** clarified the costs.

Landis/Swartley moved to approve the two agreements and authorize the Clerk-Treasurer to execute the two agreements with Baker Tilly, US for ADP Workforce Technology Solutions Support. Motion passed 4-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Stutsman opened Privilege of the Floor at 2:44 p.m.

There were no public comments, so **Mayor Stutsman** closed Privilege of the Floor.

At 2:44 p.m., **Mayor Stutsman** temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider a single agenda item.



CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., Dec. 5, 2022

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols

**19) Stormwater Department: Accept post-construction stormwater management plan for Maple City Chapel
Approval of Civil City and Utility**

City Director of Public Works & Utilities Dustin Sailor asked the Board to accept the post-construction stormwater management plan for Maple City Chapel as it has been found to meet the requirements of City Ordinance 4329.

Sailor said the developer of Maple City Chapel, affecting one or more acres of land and located at 2015 Lincolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "*Uniform Requirements for Post-Construction Stormwater Management*." The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Landis/Nichols moved to accept the post-construction stormwater management plan for Maple City Chapel as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

Mayor Stutsman adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Safety meeting at 2:45 p.m.

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Mayor Stutsman adjourned the Board of Works meeting at 2:45 p.m.

APPROVED

Mayor Jeremy Stutsman



Mike Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Dec. 12, 2022
Subject: Open bids: 6 Ton Class Compactor Excavator

The City of Goshen Board of Public Works and Safety solicited sealed offers for the purchase of a **2022 or newer 6 Ton Class Compactor Excavator for the City of Goshen's Water/Sewer Department**. Offers were required to be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. on Dec. 12, 2022.

Opportunity: A 2022 or newer Compactor Excavator that meets the needs of the City of Goshen's Water/Sewer Department. Besides the Compact Excavator (Item No. 1), offers were also solicited for certain optional items:

Optional Item 2: 6-in-1 Dozer blade

Optional Item 3: Angle Blade

Optional Item 3: Extra Counter Weight

All offers received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud just after 2 p.m. on Dec. 12, 2022 during the Board meeting in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

To: Goshen Board of Public Works and Safety
From: Brandy L. Toms
Subject: Agreement with Q-mation, Inc.
Date: December 12, 2022

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system. Q-mation, Inc. will be paid Twenty-One Thousand Nine Hundred Twenty-Four Dollars (\$21,924.00) to provide these services.

Suggested Motion:

Move to approve and authorize Mayor Stutsman to execute an agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of Twenty-One Thousand Nine Hundred Twenty-Four Dollars (\$21,924.00).

AGREEMENT

With Q-Mation dba Wonderware North for Management of Software License Upgrades for the Scada System

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Q-Mation aba Wonderware North** (“Contractor”), whose mailing address is 425 Caredean Drive, Horsham, PA 19044, 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. Contractor Duties

Contractor shall provide City the services for the management of software license upgrades for the Scada System, which services are more particularly described in Contractor’s November 2, 2022 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective from January 26, 2023 through to January 26, 2024.

Section 3. Compensation

City agrees to compensate Contractor the sum of Twenty-One Thousand Nine Hundred Twenty-Four Dollars (\$21,924) for performing all Duties.

Section 4. Payment

- (A) Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Water & Sewer Department
308 North 5th Street
Goshen, IN 46528

- (B) 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.
- (C) Contractor 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. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor 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 Contractor certifies that Contractor 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 11. No Investment Activities in Iran

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

Section 12. Indemnification

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 or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor 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 under this agreement.

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is

beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

Section 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 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

Contractor: Q-mation, Inc dba Wonderware North
Attention: Susie Boos
425 Caredean Drive
Horsham, PA 19044

Section 17. Subcontracting or Assignment

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

Section 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

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

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

Section 21. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of 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 Contractor.

Section 25. Authority to Execute

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

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

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

Q-mation, Inc aba Wonderware North

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

November 2, 2022

Company Name **Goshen WWTP**
Contact **Marvin Shepherd**
Support Agreement ID **102563**
Support Level **Standard**
Expiration Date **January 26, 2023**
Reference **GoshenWWTP_102563_Shepherd_01262023WCF**

Marvin:

Thank you for your investment in AVEVA products and participation in the **AVEVA Customer FIRST Support Program**. The Customer FIRST Support Program ensures that you continue to get the most value from your investment by providing access to software license upgrades along with convenient access to highly skilled resources to remedy any issues you experience as you install, fine-tune, and upgrade your AVEVA software. Through any phase of your application lifecycle, Customer First membership gives you the support, services, and resources you need to be successful.

AVEVA Customer FIRST includes the following benefits:

- Free software version upgrades, fixes, patches and service packs keep your AVEVA software current and secure, leveraging new features and ensuring that existing applications keep running
- Customer FIRST mobile app gives you a quick overview of your support and services agreement
- Access to award-winning live technical support, with expert assistance throughout the software lifecycle
- Software Utilities – Leverage a growing stable of software utilities, including: the Software Asset Manager, to quickly and easily track and manage your AVEVA software licenses and apply security and performance software updates at multiple locations; and the Customer FIRST Benefits Mobile App, to get a quick overview of your support and services agreement
- Optional Services and System Management – Enjoy access to a wide array of optional services and discounts, based on the needs of your business and your budget. *The exact features vary with the AVEVA software you own.*

PLUS with Premium and Elite memberships, enjoy the following additional benefits:

- Access to 24/7/365 technical support
- Up to 24 hours of expert guidance on best practices, from initial rollout through ongoing phases of your AVEVA installation through dedicated technical support consulting services
- Free Software License Replacements for damaged or lost licenses

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

Customer FIRST Support Renewal

Agreement Expiration Date: January 26, 2023

Standard Level Support

The renewal quotation below is based on the attached list of licenses registered to your site. Please review license list below for accuracy and alert us of changes, upon which we will revise the proposal and official License List accordingly. Licenses not on the agreement will not be eligible for support/upgrades.

You have the flexibility to choose between Standard, Premium and Elite levels of support. Below is the price to maintain your current level of support – please let us know if you would like pricing on any alternate levels.

Part Number	Description	Price
WWCFS-2000	Wonderware Customer FIRST Agreement – Standard Level – One Year	\$21,924

A budgetary number for planning purposes for the upcoming support year(s) can be provided at request. The final support agreement pricing for the next year is typically based on an inflationary (0-3.5%) increase in license value as well as licenses purchased during the support agreement term.

Simply call or e-mail me if you have any questions.

Best Regards,

Suzie Boos

Wonderware North
sboos@wonderwarenorth.com

Reference WCF Support Agreement ID 102563 and address your order to Wonderware North (Q-mation)

Ordering Information	Terms & Conditions
Q-mation DBA Wonderware North 425 Caredean Drive Horsham, PA 19044 Email sales@wonderwarenorth.com Fax (215) 675-9712 Phone (877) 900-4996	1. Quotation is valid for 60 days from date of issue. 2. Quotation does not include any taxes. Tax exemption number must be on file or applicable taxes will be added. 3. Tax ID: 23-2549974 4. Payment terms are Net 30 Days 5. Software delivery is 1 – 2 weeks ARO 6. Transportation is prepaid and added 7. F.O.B. is Wonderware North, Horsham, PA

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

Goshen WWTP (Goshen, IN) - License List

Part Number	Part Description	Software License Number
ComDrv-01-C-23	UpgC, Communication Drivers 2023 Standard	1109535-4
12-12965	Upg, Info Server Standard Client Per Concurrent User	1154625-2
AVCAL-01-C-19	UpgC, AV CAL without MS CAL Single	1154626-4
AVCAL-01-C-19	UpgC, AV CAL without MS CAL Single	1154627-4
InTch-05-N-20	InTouch HMI 2020 Wrkst 3000 Tag with I/O	2345908-0
SupClt-03-C-23	UpgC, Supervisory Client 2023 with Historian Client	283065-8
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109510-3(part of 283065)
DevStd-04-C-23	UpgC, Dev Studio 2023 Unlim Unlim / Unlim / 500	1109470-4
12-12771	WW Skelta BPM Developer Edition 1 user	1571840-0(part of 1109470)
SysPlt-08-C-23	UpgC, System Platform 2023 25000 IO / 12000 History	1109480-5
ComDrv-51-C-23	UpgC, Communication Drivers 2023 Standard	1109481-5(part of 1109480)
InfSvr-51-C-17	UpgC, Information Server Portal	1109482-3(part of 1109480)
HstStd-56-C-23	UpgC, Historian 2023 Standard, 12000 Tag	1109483-5(part of 1109480)
AppSvr-10-C-23	Application Server 2023 25000 I/O	1109484-7(part of 1109480)
12-12285	Upg, Application Server 2014R2 Platform	1109485-1(part of 1109480)
12-12285	Upg, Application Server 2014R2 Platform	1109486-1(part of 1109480)
12-12285	Upg, Application Server 2014R2 Platform	1109487-1(part of 1109480)
12-12286	Upg, Application Server 2014R2 GR Platform	1571839-0(part of 1109480)
ComDrv-51-C-23	UpgC, Communication Drivers 2023 Standard	1571841-3(part of 1109480)
SupClt-03-C-23	UpgC, Supervisory Client 2023 with Historian Client	1109488-6
12-12285	Upg, Application Server 2014R2 Platform	1109489-1(part of 1109488)
SupClt-03-C-23	UpgC, Supervisory Client 2023 with Historian Client	1109490-5
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109499-1(part of 1109490)
SupClt-03-C-23	UpgC, Supervisory Client 2023 with Historian Client	1109491-6
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109500-3(part of 1109491)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1109492-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109501-1(part of 1109492)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1109493-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109502-1(part of 1109493)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1109494-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109503-1(part of 1109494)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1109495-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109504-1(part of 1109495)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1109496-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109505-1(part of 1109496)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1109497-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109506-1(part of 1109497)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1109498-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109507-1(part of 1109498)
SupClt-03-C-23	UpgC, Supervisory Client 2023 with Historian Client	1109508-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109509-1(part of 1109508)
SupCIF-03-C-23	UpgC, Supervisory Client 2023 with Historian Client, RDS, FLB	1109511-7
12-12285	Upg, Application Server 2014R2 Platform	1109512-1(part of 1109511)
SupCIF-03-C-23	UpgC, Supervisory Client 2023 with Historian Client, RDS, FLB	1109513-6

Customer FIRST Support Renewal

12-12285TP	Upg, Application Server 2014R2 RDS Session	1109522-3(part of 1109513)
SupCIF-03-C-23	UpgC, Supervisory Client 2023 with Historian Client, RDS, FLB	1109514-5
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109523-1(part of 1109514)
SupCIF-03-C-17	UpgC, Supv Client 2017 with Historian Client, RDS, FLB	1109515-5
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109524-3(part of 1109515)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1109516-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109525-1(part of 1109516)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1109517-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109526-1(part of 1109517)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1109518-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109527-1(part of 1109518)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1109519-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109528-1(part of 1109519)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1109520-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109529-1(part of 1109520)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1109521-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109530-1(part of 1109521)
SupCIF-03-C-23	UpgC, Supervisory Client 2023 with Historian Client, RDS, FLB	1109531-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109532-1(part of 1109531)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1109533-4
12-12285TP	Upg, Application Server 2014R2 RDS Session	1109534-1(part of 1109533)
SysPlt-02-C-23	UpgC, System Platform 2023 Starter 1 Client 5K IO/500 History	1109536-4
19-0068	Application Server Platform	1109537-0(part of 1109536)
AppSvr-08-C-23	Application Server 2023 5000 I/O	2050809-1(part of 1109536)
HstStd-53-C-23	UpgC, Historian 2023 Standard, 500 Tag	2050810-1(part of 1109536)
ComDrv-51-C-23	UpgC, Communication Drivers 2023 Standard	2050811-1(part of 1109536)
SupClt-51-C-23	UpgC, Supervisory Client 2023 with Historian Client	2050812-1(part of 1109536)
SupCIF-03-C-23	UpgC, Supervisory Client 2023 with Historian Client, RDS, FLB	1190515-3(part of 1190512)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1244052-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244058-1(part of 1244052)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1244053-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244059-1(part of 1244053)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1244054-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244060-1(part of 1244054)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1244055-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244061-1(part of 1244055)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1244056-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244062-1(part of 1244056)
SupClt-02-C-23	UpgC, Supervisory Client 2023 without Historian Client	1244057-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244063-1(part of 1244057)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1244064-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244070-1(part of 1244064)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1244065-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244071-1(part of 1244065)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1244066-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244072-1(part of 1244066)

Customer FIRST Support Renewal

SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1244067-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244073-1(part of 1244067)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1244068-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244074-1(part of 1244068)
SupCIF-02-C-23	UpgC, Supervisory Client 2023 without Historian Client, RDS, FLB	1244069-3
12-12285TP	Upg, Application Server 2014R2 RDS Session	1244075-1(part of 1244069)



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

December 12, 2022

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-38 - Declaring Surplus and Authorizing the Disposal of Personal Property

The Information Technology Department wishes to dispose of 17 custom computer towers that are no longer needed or are unfit for the purpose for which they were intended. Components will be reused or recycled where possible. Resolution 2022-38 is to declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

Suggested Motion:

Move to pass Resolution 2022-38 - Declaring Surplus and Authorizing the Disposal of Personal Property.

**Goshen Board of Public Works and Safety
Resolution 2022-38**

Declaring Surplus and Authorizing the Disposal of Personal Property

WHEREAS the Information Technology Department has personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

1. The 17 custom computer towers (no serial numbers or serial numbers illegible) are declared as surplus property, hereinafter collectively referred to as "Surplus Property."
2. Authorization is given to dispose of the Surplus Property in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property that is worthless or of no market value. Further, the Information Technology Department shall reuse or recycle components where possible.

PASSED by the Goshen Board of Public Works and Safety on December _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member



Stormwater Department

CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT 1502 HAY PARKWAY**

DATE: December 12, 2022

The home at 1502 Hay Parkway has passed its final building inspection and the project is substantially complete except for exterior concrete work. This final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits Agreements for the Completion of the Construction Project for approval and authorizations for the Mayor to execute.

The property owner Serving Hand Ministries and builder B&B Homebuilders agree to complete all concrete work by June 15, 2023. The expected cost of work is two thousand nine hundred dollars (\$2,900) and a surety check for that amount has been remitted to the Clerk-Treasurer's office.

Requested Motion: Approve and authorize the mayor to execute the Agreements with Serving Hand Ministries and B&B Homebuilders for the Completion of the Construction Project at 1502 Hay Parkway.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on December 12, 2022, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Serving Hands Ministries Inc

and, if the builder is responsible for completing the remaining work,

Builder: B&B Homebuilders LLC

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 1502 Hay Parkway, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2023, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 14,278 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: 4 trees

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20_____.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20_____.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

- Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____

- Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of two thousand and nine hundred Dollars (\$ 2,900.00) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.

7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

8. **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.
9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: Serving Hands Ministries Inc
 68607 County Road 33
 Goshen, IN 46526

Builder: B&B Homebuilders LLC
 68607 County Road 33
 Goshen, IN 46526

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement 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 suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
12. **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.
13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

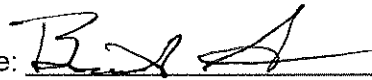
14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

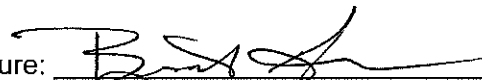
Permittee:¹

Property Owner:

Signature: 
Printed: Brett Garner
Title (if any): CEO
Date: 12-8-2022

Signature: _____
Printed: _____
Title (if any): _____
Date: _____

Builder:

Signature: 
Printed: Brett Garner
Title: owner
Date: 12-8-2022

Goshen:

Jeremy P. Stutsman, Mayor
Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR TEMPORARY LANE RESTRICTIONS
(JN: STREETS BY NAME – GREENE)**

DATE: December 12, 2022

Comcast has requested lane restrictions on Greene Road on December 13th and 14th for the installation of fiber optic cable. The lane restrictions will follow MUTCD guidance and will restrict traffic to one lane with the use of flaggers as depicted on the attached exhibit.

Requested Motion: Approve the lane restrictions on Greene Road on December 13th and 14th for the installation of Comcast fiber.

City of Goshen
Board of Works & Safety

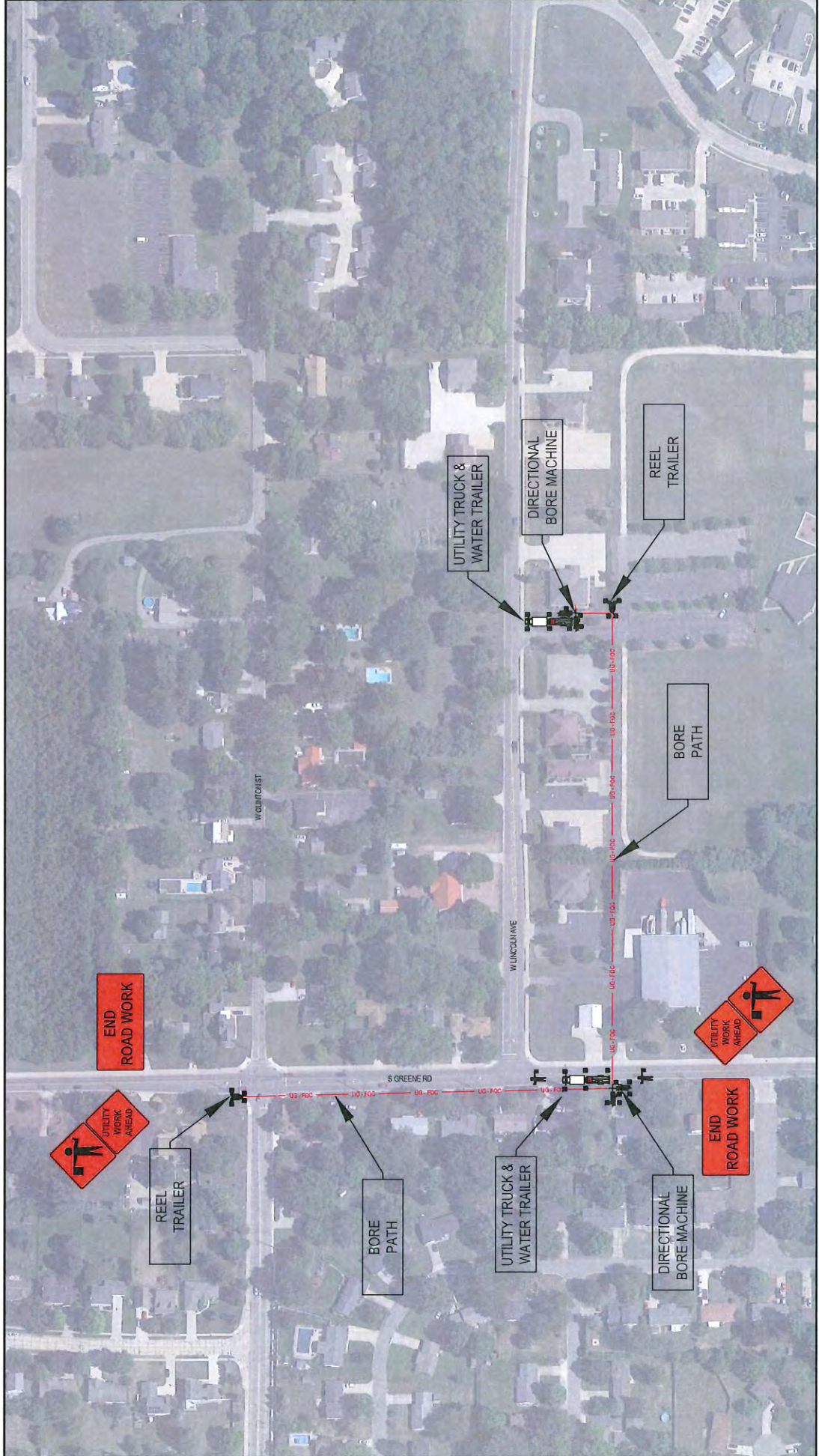
Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member

DeWayne Riouse, Board Member

Barb Swartley, Board Member



BSM # / CLIENT #:
13-304 / P2-1073018

SHEET: 4 OF 7

PERMITS REQUIREMENTS:
RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAILROAD: NOT REQUIRED

DESIGN: DSA 07/25/2022
CONST SET: XXX
REV 1: DSA 12/07/2022
PERMIT: XXX
AS BUILT: XXX

SCOPE OF WORK:
Approximately 1,600' (ft) of New Underground Cable
Conduit Depth: 48" (ft) Standard / Unless Specified

PROJECT:
SMILE DOCTORS LLC
LOCATION: 1908 W Lincoln Ave
Goshen, IN
(Elkhart Cnty, Elkhart Twinstp)

CITY OF GOSHEN
RIGHT OF WAY PERMIT

BSM
Groups LLC
812-528-7026



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **THE CROSSING SUBDIVISION DRAINAGE – JN: 2020-0033
AGREEMENT AMENDMENT NO. 1 WITH ABONMARCHE**

DATE: December 12, 2022

Attached is Agreement Amendment No. 1 with Abonmarche Consultants for The Crossing Subdivision Drainage project.

The Consultant completed the initial design and found additional tasks that are required to complete the project, which include additional drainage easements, staking of utility potholing locations, incorporating the golf course pond into drainage modeling.

This increases the Contract price \$31,506.00, for a total Contract price of \$77,806.00.

Requested Motion: Approve Agreement Amendment No. 1 with Abonmarche Consultants for The Crossing Subdivision Drainage project design for an additional \$31,506.00.

AMENDMENT NO. 1

STORMWATER DRAINAGE SYSTEM DESIGN

(West Goshen – Crossing Subdivision Drainage Improvement)
Job No.: 2020-0033

THIS AMENDMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Abonmarche Consultants, Inc.** (“Contractor”), whose mailing address is 303 River Race Drive, Unit 206, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

RECITALS

- (A) City and Abonmarche entered into an Agreement on November 4, 2020 for a comprehensive drainage system design for the Plymouth Avenue Professional Park area and the two residential areas located to the south of the Plymouth Avenue Professional Park.
- (B) Contractor completed the initial design and found additional tasks required during the design that are needed to complete the project.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

Section 1. Scope

The Agreement shall be amended by adding additional Duties to the following tasks:

- Task 1.1 a 20’x25’ drainage easement on Tract A owned by Pilgrim Partners.
- Task 1.2 Additional drainage easement on parcel B of the Crossing property.
- Task 1.3 Additional access easement on MR Realty property and a temporary construction and access easement on MR Realty property located on parcel C.
- Task 1.5 Stake utility potholing locations on Lighthouse Lane for the City to perform making a return trip to locate the states and depth by the City after the potholing is completed.
- Task 1.6 Incorporate golf course pond and existing drain tile into drainage modeling to evaluate impacts to the golf course.

For Lighthouse Lane, evaluate routing and design storm sewer to existing retention basin.

Design and incorporate storm sewer discharge points in the new drainage basins for the future subdivision to utilize.

Revise drainage modeling and calculations, and plans to accommodate NIPSCO's vertical separation requirements to cross their existing pipeline. This required changes to the MR Realty basis and its grading.

The Agreement shall be amended by adding additional tasks as follows:

Task 1.12 Construction Phase Services
Stake east property line and locate existing trees resulting from the neighbors' comments and concerns at Plan Commission.

Locate existing fiber optic along Plymouth Avenue and add to the plans.

Stake storm sewer for fiber optic relocation.

Prepare tree planting plan as a result of the PUD change to Plymouth Avenue Professional Park and the discussion at Plan Commission with the neighbors.

Task 1.13 Additional Surveying
Perform additional field survey of golf Course pond and contributing storm inlets to locate and obtain elevations of the pond and storm inlet castings to utilize in the additional drainage modeling of the project.

Add survey information of gold course to the survey base drawing.

Perform additional field survey on two (2) separate trips to re-survey rear yards in the Crossing due to new homes started after the initial survey.

Add additional survey information of rear yards to the survey base drawing.

Add utility potholing information on Lighthouse Lane to survey base drawing.

Section 2. Effective Date; Term

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

Section 3. Compensation

City agrees to compensate Contractor as follows for performing the Duties under this Amendment:

Modifications to Tasks 1.1-1.3, 1.5, 1.6, and addition of Tasks 1.12 and 1.13Not-to-Exceed \$31,506

Section 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

Section 5. Authority to Execute

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

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

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

Abonmarche Consultants, Inc

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

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

DATE: December 12, 2022

Attached please find Change Order No. 2 – A Balancing Change Order.

The engineering department found a few additional areas with unsuitable soils which requires undercutting and placing #2 crushed/recycled concrete. The engineering department also directed Rieth Riley to replace the pavement in front of driveways in half/sections to ease the parking for residents, which required the use of more dowel bars.

Change Order No. 2 increases the current contract price by \$40,940.69, making the final contract amount \$1,014,485.94, a 4.21% increase over the original contract of \$973,545.25.

Original contract amount	\$973,545.25
<u>Change Order No. 2</u>	<u>\$ +40,940.69</u>
Revised contract amount	\$1,014,485.94

Suggested Motion: Move to approve the balancing Change Order No. 2 increasing the contract by \$40,940.69, for a final contract amount of \$1,014,485.94.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 2
Date: 12/12/2022

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

OWNER: City of Goshen
PROJECT NAME: Concrete Paving Project
PROJECT NUMBER: 2022-0002
CONTRACTOR: Rieth Riley Construction

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

Line item adjustments to serve as a balancing change order to close the project.

5	Manhole & Curb Castin Reset/Adjust (Note: This balances the line item out)	-2 EA	@	\$515.68	-----	-\$1,031.36
7	6" No. 53 Crushed/Recycled Concrete (Note: This balances the line item out)	-341.31 TON	@	\$36.55	-----	-\$12,474.88
8	D-1 Contraction Joint (Note: This balances the line item out)	-142 LFT	@	\$10.80	-----	-\$1,533.60
9	Dowel Bars (Note: This balances the line item out)	848 EA	@	\$33.54	-----	\$28,441.92
10	Unsuitable Material Undercutting (undis.) (Note: This balances the line item out)	67.68 CYS	@	\$57.57	-----	\$3,896.34
11	#2 Crushed/Recycled Concrete (Note: This balances the line item out)	142 TON	@	\$79.25	-----	\$11,267.77
13	Sidewalk Curb Ramp ADA (Note: This balances the line item out)	26.99 SYS	@	\$538.69	-----	\$14,539.24
14	Conc. Barrier Curb 6" (Note: This balances the line item out)	-18 LFT	@	\$37.91	-----	-\$682.38
15	Rolled Conc. Curb Removal & Replacement (Note: This balances the line item out)	-44 LFT	@	\$ 33.69	-----	-\$1,482.36
					Subtotal -	\$40,940.69

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$973,545.25
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	
3. Amount of Contract, not including this supplement	\$973,545.25
4. Addition/ Reduction to Contract due to this Supplement	\$40,940.69
5. Amount of Contract, including this supplemental	\$1,014,485.94
6. Total (+ Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$40,940.69
7. Total percent of change in the original contract price Includes Change Order No. 0 to <u>1</u> (Line 6 divided by Line 1)	4.21%

III. CONTRACT SUPPLEMENT CONDITIONS


1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days, making the final completion date N/A.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which decrease the original contract price by (4.21) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE

 12.08.22

Dustin Sailor, PE

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

Mayor Stutsman

Michael Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ACCEPTED: CONTRACTOR

Rieth Riley Construction

BY: _____
Signature of authorized representative

Printed

Title



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2023 ASPHALT PAVING PROJECT
(JN: 2023-0002A)**

DATE: December 12, 2022

On December 5, 2022, we received proposals for the above referenced project. Following are the results:

Niblock Excavating - \$2,477,613.50
Rieth-Riley - \$2,999,420.00

The itemized bid tab is attached for your reference.

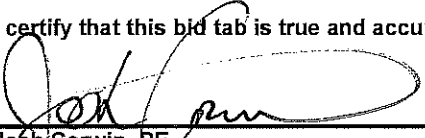
The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Requested Motion: Approve the Agreement with Niblock Excavating for the 2023 Asphalt Paving project in the amount of \$2,477,613.50.

2023 ASPHALT PAVING PROJECT - JN: 2023-0002
MATERIAL BID TAB
BID DUE DATE - December 5, 2022

BASE BID				Niblock Excavating		Rieth-Riley	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$110,000.00	\$110,000.00	\$130,693.39	\$130,693.39
2	1	LSUM	Construction Engineering	\$7,500.00	\$7,500.00	\$41,000.00	\$41,000.00
3	1	LSUM	Traffic Control	\$27,500.00	\$27,500.00	\$125,000.00	\$125,000.00
4	40	EA	Casting Reset & Chimney Reconstruction	\$2,450.00	\$98,000.00	\$3,000.00	\$120,000.00
5	1	LSUM	Rieth Blvd. Traffic Loop & Pull Box	\$10,500.00	\$10,500.00	\$9,000.00	\$9,000.00
6	100	LFT	Standard Curb & Gutter Replacement	\$57.50	\$5,750.00	\$207.00	\$20,700.00
7	100	LFT	Standard Standup Curb Replacement	\$57.50	\$5,750.00	\$200.00	\$20,000.00
8	30,100	SYD	Full Depth Pavement Removal, All Types	\$3.50	\$105,350.00	\$6.00	\$180,600.00
9	2,400	SYD	Full Depth Reclamation - Milling In-Place	\$4.00	\$9,600.00	\$4.45	\$10,680.00
10	3,761	SYD	1" Milling, Overlay Sections	\$3.50	\$13,163.50	\$2.00	\$7,522.00
11	7,000	SYD	1 1/2" Milling	\$3.50	\$24,500.00	\$3.00	\$21,000.00
12	23,400	SYD	2" Milling	\$4.00	\$93,600.00	\$4.00	\$93,600.00
13	0.28	MI	Chicago Avenue, Linear Grading	\$75,000.00	\$21,000.00	\$122,824.46	\$34,390.85
14	0.33	MI	Indiana Avenue, Linear Grading	\$75,000.00	\$24,750.00	\$163,911.55	\$54,090.81
15	0.12	MI	Rieth Blvd., Linear Grading	\$75,000.00	\$9,000.00	\$275,643.25	\$33,077.19
16	0.06	MI	Oak Lane, Linear Grading	\$75,000.00	\$4,500.00	\$110,993.50	\$6,659.61
17	0.47	MI	Mayfield Drive, Linear Grading	\$75,000.00	\$35,250.00	\$153,345.87	\$72,072.56
18	0.08	MI	Edgewood Drive, Linear Grading	\$75,000.00	\$6,000.00	\$153,780.13	\$12,302.41
19	0.29	MI	Homeacres Drive, Linear Grading	\$75,000.00	\$21,750.00	\$77,361.24	\$22,434.76
20	0.04	MI	Alley, Linear Grading	\$150,000.00	\$6,000.00	\$133,045.50	\$5,321.82
21	7,235	TON	HMA, Type B, Surface, 9.5 mm	\$110.00	\$795,850.00	\$110.00	\$795,850.00
22	2,850	TON	HMA, Type B, Binder, 12.5 mm	\$90.00	\$256,500.00	\$97.00	\$276,450.00
23	5,200	TON	HMA, Type B, Base, 25.0 mm	\$80.00	\$416,000.00	\$87.00	\$452,400.00
24	7,200	TON	Compacted Aggregate, No. 53	\$39.00	\$280,800.00	\$36.00	\$259,200.00
25	900	TON	1' Shoulder, No. 53 Crushed Recycled Con.	\$15.00	\$13,500.00	\$89.00	\$80,100.00
26	100	CYD	Common Excavation	\$40.00	\$4,000.00	\$100.00	\$10,000.00
27	100	TON	Stone, No. 2	\$65.00	\$6,500.00	\$100.00	\$10,000.00
28	10	SYD	PCCP Drive Approach, 6"	\$150.00	\$1,500.00	\$450.00	\$4,500.00
29	200	TON	Limestone, No. 73, Drive Approach/Parking	\$80.00	\$16,000.00	\$84.00	\$16,800.00
30	270	SYD	Full Depth Patching	\$60.00	\$16,200.00	\$140.00	\$37,800.00
31	15,300	LFT	4", Thermoplastic, Yellow, Single Line	\$0.80	\$12,240.00	\$1.11	\$16,983.00
32	6,900	LFT	4", Thermoplastic, White, Single Line	\$0.80	\$5,520.00	\$1.11	\$7,659.00
33	240	LFT	6", Thermoplastic, White, Single Line	\$1.25	\$300.00	\$1.09	\$261.60
34	160	LFT	24", Thermoplastic, White, Stop Bar	\$15.00	\$2,400.00	\$12.85	\$2,056.00
35	14	EA	Thermoplastic, White, Arrow	\$225.00	\$3,150.00	\$195.00	\$2,730.00
36	8	EA	Thermoplastic, White, Only	\$230.00	\$1,840.00	\$205.00	\$1,640.00
37	1	EA	Thermoplastic, White, RR Xing	\$850.00	\$850.00	\$725.00	\$725.00
38	80	EA	RPM - Raised Pavement Markers	\$62.50	\$5,000.00	\$51.50	\$4,120.00
BID AMOUNT TOTAL:				\$2,477,613.50		\$2,999,420.00	

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


 Josh Corwin, PE
 Civil City Engineer
 City of Goshen, Indiana



CITY OF GOSHEN, INDIANA
CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT
(for Projects estimated at \$150,000 or more)
PROJECT TITLE: 2023 ASPHALT PAVING PROJECT
PROJECT NUMBER: JN 2023-0002

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT (“Contract”) is entered into on _____, 20____, which is the last signature date set forth on the signature page, by and between Niblock Excavating Inc. (“Contractor”), whose mailing address is **P.O. Box 211, Bristol, IN 46507**, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

- 1. **Component Parts of this Contract.**
 - (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the public works project title and project number set forth in the heading above.
 - (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
 - (3) Notice to Proceed issued by City to Contractor.
 - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
 - (5) Contractor’s performance bond, payment bond, and maintenance bond, if any.
 - (6) Contractor’s certificate of insurance.
 - (B) The above documents are specifically incorporated into this Contract by reference.
 - (C) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Contract, and any Amendments and/or change orders;
 - (2) The Specifications and Contract Documents; and
 - (3) Contractor’s Proposal.
- 2. **Duties of Contractor.**
 - (A) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.
 - (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by

Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.

- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for, the Project are in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of this Contract.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin work on the Project within ten (10) calendar days after receiving a written notice to proceed from City.
- (C) Contractor shall carry work on the Project forward expeditiously with adequate work forces and shall substantially complete work on the Project by August 1, 2023. "Substantial completion" or "substantially complete" refers to the date when the construction work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.
- (D) If Contractor does not substantially complete the Project within the time period set forth in paragraph (C), 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 within the time period set forth in paragraph (C), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Two Hundred Fifty Dollars (\$250) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

4. **Compensation.**

- (A) City shall pay Contractor for the performance of the work under this Contract based on the established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s) or change order(s), is the following:

Base Bid:	\$2,477,613.50
Alternate Number(s): <u>N/A</u>	\$ _____
Total Contract Price/Compensation:	\$2,477,613.50

- (B) Payment to Contractor will be based on the unit prices for the work items and the actual number of units used. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

5. **Payment and Retainage.**

- (A) Upon receipt of a detailed invoice, City shall pay Contractor as work progresses on the Project based on the dollar value of work satisfactorily completed in accordance with the Specifications and Contract Documents. Partial payment(s) under this Contract will be made no more frequently than once every thirty (30) days.
- (B) In accordance with Indiana Code § 36-1-12-13 and 14, City shall withhold payment of money from 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.

- (C) 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.
- (D) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract 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.
- (E) Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528
- (F) 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 paragraph (D). If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (G) 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.
- (H) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

6. Payment Bond.

- (A) If the cost of the Project is more than \$200,000, Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, 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 public work contract; or a defect in the proceedings preliminary to the letting and award of the public work contract does not discharge the surety.
- (C) 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.

7. Performance Bond.

- (A) If the cost of the Project is more than \$200,000, Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specifications and Contract 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.

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

8. Construction Schedule.

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Proposal for approval by City's authorized representative. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) The construction schedule may only be modified with prior written consent of City's authorized representative.
- (C) If Contractor fails to adhere to the approved or modified construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.

9. Project Safety.

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any a contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference.

10. Materials and Workmanship; Inspection.

- (A) All products, materials, components, equipment, supplies or workmanship entering into the performance of this Contract shall be as specified in the detailed specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.
- (C) 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.
- (D) 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.
- (E) 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 detailed specifications in these Specifications and Contract 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.

- (F) 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.

11. **Warranty.**

- (A) Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this Contract to be new unless otherwise specified, and all work to be of the highest quality, free from faults and defects, and to conform to the requirements of the detailed specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the detailed specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) 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 detailed specifications in these Specifications and Contract Documents.
- (C) 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.

12. **Maintenance Bond.**

- (A) 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.
- (B) The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specifications and Contract 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.
- (C) The maintenance bond shall not be released until one (1) year after the acceptance of the work by City.

13. **Independent Contractor.**

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

14. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier shall not to 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 matter directly or indirectly related to employment, because of

the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
 - (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;
 - (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;
 - (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
 - (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.
- (C) This section shall also apply to a contractor in any contractor tier.

15. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor 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.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) 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.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (E) In accordance with Indiana Code § 5-16-13-11(1), 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.
- (F) This section shall also apply to a contractor in any contractor tier.

16. **Drug Testing Program.**

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 as described in Contractor's written plan submitted with their proposal.
- (B) City may cancel or terminate this Contract in the event 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.
- (C) This section also applies to a contractor in any contractor tier.

17. **Contractor Compliance with Other Laws.**

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
 - (1) A contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.
 - (2) A 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).
 - (3) A 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.
 - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
 - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor 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.
- (C) This section shall also apply to a contractor in any contractor tier.

18. **Indemnification.** 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.

19. **Insurance.**

- (A) 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.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits

- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

20. **Force Majeure.**

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

21. **Default.**

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

22. **Termination.**
- (A) 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.
 - (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
 - (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
23. **Subcontracting or Assignment of Contract.** 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.
24. **Change Orders.**
- (A) 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, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
 - (B) 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 must be the same as shown in the original Contract.
 - (C) 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.
25. **Amendments.** 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.
26. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
27. **Applicable Laws.**
- (A) 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.
 - (B) 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.
 - (C) 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.
28. **Miscellaneous.**
- (A) 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.
 - (B) 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.
 - (C) 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.

- (D) 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.
29. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
30. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
31. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

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

Niblock Excavating, Inc.

Jeremy P. Stutsman, Mayor

Date: _____

Printed: _____

Title: _____

Date: _____

2023 ASPHALT PAVING PROJECT - JN: 2023-0002
MATERIAL BID TAB
BID DUE DATE - December 5, 2022

BASE BID				Niblock Excavating		Rieth-Riley	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$110,000.00	\$110,000.00	\$130,693.39	\$130,693.39
2	1	LSUM	Construction Engineering	\$7,500.00	\$7,500.00	\$41,000.00	\$41,000.00
3	1	LSUM	Traffic Control	\$27,500.00	\$27,500.00	\$125,000.00	\$125,000.00
4	40	EA	Casting Reset & Chimney Reconstruction	\$2,450.00	\$98,000.00	\$3,000.00	\$120,000.00
5	1	LSUM	Rieth Blvd. Traffic Loop & Pull Box	\$10,500.00	\$10,500.00	\$9,000.00	\$9,000.00
6	100	LFT	Standard Curb & Gutter Replacement	\$57.50	\$5,750.00	\$207.00	\$20,700.00
7	100	LFT	Standard Standup Curb Replacement	\$57.50	\$5,750.00	\$200.00	\$20,000.00
8	30,100	SYD	Full Depth Pavement Removal, All Types	\$3.50	\$105,350.00	\$6.00	\$180,600.00
9	2,400	SYD	Full Depth Reclamation - Milling In-Place	\$4.00	\$9,600.00	\$4.45	\$10,680.00
10	3,761	SYD	1" Milling, Overlay Sections	\$3.50	\$13,163.50	\$2.00	\$7,522.00
11	7,000	SYD	1 1/2" Milling	\$3.50	\$24,500.00	\$3.00	\$21,000.00
12	23,400	SYD	2" Milling	\$4.00	\$93,600.00	\$4.00	\$93,600.00
13	0.28	MI	Chicago Avenue, Linear Grading	\$75,000.00	\$21,000.00	\$122,824.46	\$34,390.85
14	0.33	MI	Indiana Avenue, Linear Grading	\$75,000.00	\$24,750.00	\$163,911.55	\$54,090.81
15	0.12	MI	Rieth Blvd., Linear Grading	\$75,000.00	\$9,000.00	\$275,643.25	\$33,077.19
16	0.06	MI	Oak Lane, Linear Grading	\$75,000.00	\$4,500.00	\$110,993.50	\$6,659.61
17	0.47	MI	Mayfield Drive, Linear Grading	\$75,000.00	\$35,250.00	\$153,345.87	\$72,072.56
18	0.08	MI	Edgewood Drive, Linear Grading	\$75,000.00	\$6,000.00	\$153,780.13	\$12,302.41
19	0.29	MI	Homeacres Drive, Linear Grading	\$75,000.00	\$21,750.00	\$77,361.24	\$22,434.76
20	0.04	MI	Alley, Linear Grading	\$150,000.00	\$6,000.00	\$133,045.50	\$5,321.82
21	7,235	TON	HMA, Type B, Surface, 9.5 mm	\$110.00	\$795,850.00	\$110.00	\$795,850.00
22	2,850	TON	HMA, Type B, Binder, 12.5 mm	\$90.00	\$256,500.00	\$97.00	\$276,450.00
23	5,200	TON	HMA, Type B, Base, 25.0 mm	\$80.00	\$416,000.00	\$87.00	\$452,400.00
24	7,200	TON	Compacted Aggregate, No. 53	\$39.00	\$280,800.00	\$36.00	\$259,200.00
25	900	TON	1' Shoulder, No. 53 Crushed Recycled Con.	\$15.00	\$13,500.00	\$89.00	\$80,100.00
26	100	CYD	Common Excavation	\$40.00	\$4,000.00	\$100.00	\$10,000.00
27	100	TON	Stone, No. 2	\$65.00	\$6,500.00	\$100.00	\$10,000.00
28	10	SYD	PCCP Drive Approach, 6"	\$150.00	\$1,500.00	\$450.00	\$4,500.00
29	200	TON	Limestone, No. 73, Drive Approach/Parking	\$80.00	\$16,000.00	\$84.00	\$16,800.00
30	270	SYD	Full Depth Patching	\$60.00	\$16,200.00	\$140.00	\$37,800.00
31	15,300	LFT	4", Thermoplastic, Yellow, Single Line	\$0.80	\$12,240.00	\$1.11	\$16,983.00
32	6,900	LFT	4", Thermoplastic, White, Single Line	\$0.80	\$5,520.00	\$1.11	\$7,659.00
33	240	LFT	6", Thermoplastic, White, Single Line	\$1.25	\$300.00	\$1.09	\$261.60
34	160	LFT	24", Thermoplastic, White, Stop Bar	\$15.00	\$2,400.00	\$12.85	\$2,056.00
35	14	EA	Thermoplastic, White, Arrow	\$225.00	\$3,150.00	\$195.00	\$2,730.00
36	8	EA	Thermoplastic, White, Only	\$230.00	\$1,840.00	\$205.00	\$1,640.00
37	1	EA	Thermoplastic, White, RR Xing	\$850.00	\$850.00	\$725.00	\$725.00
38	80	EA	RPM - Raised Pavement Markers	\$62.50	\$5,000.00	\$51.50	\$4,120.00
BID AMOUNT TOTAL:				\$2,477,613.50		\$2,999,420.00	

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


 Josh Corwin, PE
 Civil City Engineer
 City of Goshen, Indiana

BOARD OF WORKS & SAFETY DRAFT CALENDAR FOR 2023

January	2	No meeting due to New Year's Day holiday
January	9	Regular meeting
January	16	No meeting due to Martin Luther King Jr Birthday holiday
January	23	Regular meeting
January	30	Regular meeting
February	6	Regular meeting
February	13	Regular meeting
February	20	Regular meeting
February	27	Regular meeting
March	6	Regular meeting
March	13	Regular meeting
March	20	Regular meeting
March	27	Regular meeting
April	3	No meeting due to GCS Spring Break
April	10	Regular meeting
April	17	Regular meeting
April	24	Regular meeting
May	1	No meeting due to May 2 Primary Election
May	8	Regular meeting
May	15	Regular meeting
May	22	Regular meeting
May	29	No meeting due to Memorial Day holiday

June	5	Regular meeting
June	12	Regular meeting
June	19	No meeting due to Juneteenth holiday
June	26	Regular meeting
July	3	No meeting due to July 4 th holiday
July	10	Regular meeting
July	17	Regular meeting
July	24	Regular meeting
July	31	Regular meeting
August	7	Regular meeting
August	14	Regular meeting
August	21	Regular meeting
August	28	No meeting due to AIM Ideas Summit
September	4	No meeting due to Labor Day holiday
September	11	Regular meeting
September	18	Regular meeting
September	25	Regular meeting
October	2	Regular meeting
October	9	Regular meeting
October	16	Regular meeting
October	23	No meeting due to GCS Fall Break
October	30	Regular meeting

November	6	No meeting due to Nov. 7 General Election
November	13	Regular meeting
November	20	Regular meeting
November	27	No meeting due to Thanksgiving Day holiday
December	4	Regular meeting
December	11	Regular meeting
December	18	Regular meeting
December	25	No meeting due to Christmas holiday

2023 SPECIAL DATES

- Jan. 2: New Year's Day holiday
- Jan. 16: Martin Luther King Jr.'s Birthday holiday
- March 29-April 7: GCS Spring Break
- May 2: Primary Election
- May 29: Memorial Day holiday
- June 19: Juneteenth holiday
- July 4 (Tuesday): Independence Day holiday
- Aug. 21-24: AIM Ideas Summit
- Sept. 5: Labor Day
- Oct. 23-27: GCS Fall Break
- Oct. 30: Additional budget meeting (if needed)
- Nov. 7: General Election
- Nov. 10: Veterans Day holiday
- Nov. 23 & 24: Thanksgiving Day holiday
- Dec. 25 & 26: Christmas holiday