



## **GOSHEN REDEVELOPMENT COMMISSION**

### **Agenda for the Regular Meeting of September 13, 2016**

The Goshen Redevelopment Commission will meet on September 13, 2016 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

#### **CALL TO ORDER/ROLL CALL**

#### **CHANGES TO AGENDA**

#### **APPROVAL OF MINUTES**

Minutes for the Regular Meeting of August 9, 2016

#### **OPEN PROPOSALS**

- 1) Purchase of Third Street/Jefferson Street Real Estate
- 2) Purchase of 1215 Hickory Street Real Estate

#### **PUBLIC HEARINGS (and Related Matters)**

- 1) Public Hearing concerning whether Redevelopment should sell 401-403 East Jefferson Street
- 2) Resolution 101-2016 – Approve Sale of 401-403 East Jefferson Street
- 3) Resolution 102-2016 – Approve and Authorize Execution of the Agreement for the Sale and Purchase of Real Estate with LaCasa of Goshen, Inc. for 401-403 East Jefferson Street
- 4) Public Hearing concerning whether Redevelopment should sell 307 South Seventh Street
- 5) Resolution 103-2016 – Approve Sale of 307 South Seventh Street
- 6) Resolution 104-2016 - Approve and Authorize Execution of the Agreement for the Sale and Purchase of Real Estate with LaCasa of Goshen, Inc. for 307 South Seventh Street

#### **UNFINISHED BUSINESS**

- 1) Resolution 105-2016 – Ratify Execution of Contract with HRP Construction, Inc. for the Construction of the Waterford Commons Business Park Projects
- 2) Resolution 106-2016 – Ratify Execution of Contract Amendment #5 with RGB Sales, LLC for Brownfield Remediation Services at 317 West Douglas Street

#### **NEW BUSINESS**

- 1) Resolution 107-2016 – Approve Amendment to Agreement for Sale, Purchase and Development of Real Estate with Millrace Neighborhood, LLC
- 2) Resolution 108-2016 – Approve and Authorize Execution of Agreement with B&T Door for Garage Door Replacement
- 3) Resolution 109-2016 – Authorize Advertising for Bids for Demolition Project at 1375 Lincolnway East
- 4) Resolution 110-2016 – Award Bid and Authorize Execution of Agreement for Demolition Project at 828 East Lincoln Avenue
- 5) Resolution 111-2016 – Ratify Execution of Indemnity Agreement with Downtown Goshen, Inc. for Use of Real Estate
- 6) Resolution 112-2016 – Approve Additional Appropriations
- 7) Discussion on Former Holiday Inn Parcel, Legacy Utility – Dustin Sailor, Utilities Engineer
- 8) Discussion/Update on Community Crossings Matching Grant Award for State Road 15 and Kercher Road Intersection Improvement Project – Mary Cripe, Civil City Engineer



## **GOSHEN REDEVELOPMENT COMMISSION**

**Agenda for the Regular Meeting of September 13, 2016**

### **APPROVAL OF REGISTER OF CLAIMS**

#### **REPORTS**

Monthly Redevelopment Staff Report – Mark Brinson, Community Development Director

#### **OPEN FORUM**

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

#### **ANNOUNCEMENTS**

Next Regular Meeting – October 11, 2016

# **GOSHEN REDEVELOPMENT COMMISSION**

## **Minutes for the Regular Meeting of August 9, 2016**

The Goshen Redevelopment Commission met in a regular meeting on August 9, 2016 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

### **CALL TO ORDER/ROLL CALL**

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

Present: Laura Coyne, Cathie Cripe, Adam Scharf, Thomas Stump, Vince Turner and Brett Weddell

Absent: None

Commissioner Stump acknowledged the unexpected passing of Shari Bontrager last month. Mr. Stump wished to acknowledge the fine work done by Shari for the Redevelopment Commission and the City of Goshen stating that she is a wonderful person with a great personality and great work ethic. Shari will be greatly missed.

### **CHANGES TO THE AGENDA**

Commissioner Stump stated that it has been requested to add Resolution 100-2016 to the agenda and it is proposed that it be added after Resolution 99-2016. There being no objection, Resolution 100-2016 was added to the agenda.

### **APPROVAL OF MINUTES**

Commissioner Scharf stated that under Resolution 58-2016 he had made a motion which died for a lack of a second, and requested it be added to the minutes. The motion was to remove the property bounded by New Street, Pike Street, Second Street, and Clinton Street from the Economic Development Plan. There being no objection, the minutes were amended.

A motion was made by Commissioner Turner and seconded to approve the minutes of the July 12, 2016 regular meeting, as amended. The motion was adopted unanimously.

### **PUBLIC HEARINGS**

#### **1. Public Hearing concerning whether Redevelopment should sell 1215 Hickory Street.**

Commissioner Stump opened the public hearing concerning whether Redevelopment should sell 1215 Hickory Street.

Jim Davis, CFO of LaCasa, Inc. would encourage the sale of the Hickory Street properties. Mr. Davis stated that LaCasa has interest in this and other properties in the community to build infill, single family housing for the purpose of improving the neighborhoods and bringing properties back on the tax rolls.

The public hearing was closed.

## **2. Resolution 86-2016 – Approve Sale of Hickory Street Real Estate**

City Attorney Larry Barkes stated that the City acquired two parcels of real estate. One was acquired through a lien foreclosure and the other was acquired through the tax sale process. The City is in the process of requesting proposals for the purchase of the real estate.

Community Development Director Mark Brinson stated that proposals are due back on September 13.

Utilities Engineer Dustin Sailor stated that the two properties together work from the sewer utility's perspective as the City has sewer access to the western most property off the alley, but the eastern parcel does not have access to sewer. It would be the utility's preference that the two properties are sold together.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 86-2016. The motion was adopted unanimously.

## **3. Public Hearing concerning whether Redevelopment should sell Third Street/Jefferson Street real estate.**

Commissioner Stump opened the public hearing concerning whether Redevelopment should sell the Third Street/Jefferson Street real estate. No one spoke during the public hearing, and the public hearing was closed.

## **4. Resolution 87-2016 – Approve Sale of Third Street/Jefferson Street Real Estate**

City Attorney Larry Barkes stated that the City acquired the real estate along Third Street and the canal, and we have reached the point where there is some public interest in putting this real estate out for sale. The real estate is divided into two groups, one being the properties north of Jefferson Street and the east/west alley to the north and the other group being the properties to the south of Jefferson Street and the east/west alley to the south, but excluding one lot which will be developed for public parking.

Commissioner Scharf stated that, in the future, he wished the City would consider selling smaller parcels. Discussion ensued on that topic.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 87-2016. The motion was adopted unanimously.

## **UNFINISHED BUSINESS**

### **1. Resolution 88-2016 – Approve and Authorize Execution of Agreement for the Sale, Purchase, and Development of Real Estate with Emmert Group Properties, LLC for the US 33 Real Estate**

Brad Emmert of Emmert Group Properties, LLC spoke on the proposed development of the site.

Commissioners Turner and Scharf stated that they were part of the group that reviewed the proposals received for the purchase and development of this site. In checking references, Emmert Group Properties, LLC received glowing reports from both public and private people in other communities that have worked with Emmert Group Properties.

Mayor Jeremy Stutsman also spoke in favor of the project.

A motion was made by Commissioner Turner and seconded by Commissioner Weddell to approve Resolution 88-2016. The motion was adopted unanimously.

## **2. Resolution 89-2016 – Approve and Authorize Execution of Reimbursement Agreement with MA Investments, Waterford Commons Business Park, LLC and Waterford Development Corp. for Waterford Commons Business Park**

City Attorney Larry Barkes provided a summary of the proposed terms of the reimbursement agreement for the development of Waterford Commons Business Park. The developer will provide the initial funding for the construction of public infrastructure, and Redevelopment will reimburse the developer from TIF revenues generated by the development over a period of years. The agreement as proposed does not include reimbursement for the stormwater infrastructure component.

Barry Pharis of Brads-Ko Engineering & Surveying, representing the developer of Waterford Commons Business Park, described the proposed development and the public infrastructure to be installed. Mr. Pharis stated that the stormwater from street, roofs, and parking areas must go to a retention area that is located outside the wellhead protection area. Mr. Pharis requested the Commission to consider reimbursing the developer for the cost for the construction of the retention area which currently is not included in the agreement.

Discussion ensued regarding wellhead standards, stormwater standards and water quality standards.

Commissioner Scharf distributed a packet on project priorities within the Southeast Economic Development Area. Mr. Scharf indicated that he wanted this project to go forward; however, this project was not high on the June project priority list for Redevelopment's funding plan. Community Development Director Mark Brinson stated the priority list is based on the allocation of current resources toward projects. The list is not based on a developer fronting money for a project and taking the risk on development occurring.

Discussion ensued regarding industrial land available for development, types of development, and whether public funds should be used to subsidize development.

Mayor Jeremy Stutsman stated that he supported this project as it will benefit Goshen by diversifying the economy, creating jobs, and creating tax revenues.

Greg Hoogenboom of MA Investments spoke to the availability of vacant parcels for development throughout the city.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to amend the reimbursement agreement to include the \$103,700 estimate for the cost of constructing the stormwater retention areas. The motion passed unanimously.

A motion was made by Commissioner Scharf to include the Dierdorff Road work and the stormwater retention and runoff work, but remove the internal portion of the road from the reimbursement agreement. Discussion ensued on the differences between public and private roads. The motion died for lack of a second.

A motion was made by Commissioner Turner and seconded by Commissioner Weddell to approve Resolution 89-2016, as amended. On call of the roll, the motion was carried by the following vote:

Ayes: Coyne, Stump, Turner, and Weddell

Nays: Scharf

The motion was adopted by a vote of four to one.

**3. Resolution 90-2016 – Award Bid and Authorize Negotiation and Execution of Construction Agreement for Waterford Commons Business Park Project**

Civil City Engineer Mary Cripe distributed a tabulation of the bids received on August 8 for the Waterford Commons Business Park projects. HRP Construction submitted the lowest bid of \$986,349, and it is recommended that the Commission accept this bid and approve a contract.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 90-2016. The motion was adopted by a vote of four to one with Commissioner Scharf voting against.

**4. Resolution 91-2016 - Ratify Execution of Agreement with Keramida Environmental, Inc. for Asbestos Inspection at 1375 Lincolnway East, Goshen, Indiana**

Project Manager Becky Hershberger stated that the Commission approved the quote from Keramida at last month's meeting for a total cost not to exceed \$4,010. Ms. Hershberger stated that the City is waiting to receive the final report which we should receive by August 19, and that information will be used to prepare the demolition specifications for the buildings.

A motion was made by Commissioner Coyne and seconded by Commissioner Scharf to approve Resolution 91-2016. The motion was adopted unanimously.

**5. Resolution 92-2016 – Ratify Execution of Agreement with TecServ Environmental, Inc. for Asbestos Assessment at 311 East Kercher Road, Goshen**

Project Manager Becky Hershberger stated that the Commission approved the quote from TecServ at last month's meeting. The work has been completed and the City is waiting on the lab results which we should have by the end of the week.

A motion was made by Commissioner Turner and seconded by Commissioner Weddell to approve Resolution 92-2016. The motion was adopted unanimously.

**6. Resolution 93-2016 - Authorize Negotiation and Execution of Contract Amendment #5 with RGB Sales, LLC for Brownfield Remediation Services at 317 West Douglas Street**

Project Manager Becky Hershberger stated that the Commission has discussed for the last two months the final bank work along the canal. The Commission had approved moving forward with the work for the original price of \$26,830. After the meeting, we met on site with the stormwater inspector and the contractor, and because of the steepness of the bank within the easement, it was recommended that additional straw waddle be installed along the top of the bank. The additional cost is \$1,785. Also additional fill is needed within the utility easement to bring the site up to grade, and RGB quoted a price of not to exceed \$3,000 for 30 loads of soil at \$100 per load from the Kercher Road site. The revised contract amendment is a total cost not to exceed \$31,615.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 93-2016. The motion was adopted unanimously.

**NEW BUSINESS**

**1. Resolution 94-2016 – Authorize Elkhart County to Award Bid for State Road 15 and Kercher Road Intersection Improvement Project**

Civil City Engineer Mary Cripe reported that Elkhart County received bids on August 1 for the State Road 15 and Kercher Road intersection improvement project. The lowest bid was submitted by Reith Riley. The City's

portion of the project cost is \$1,812,677.42. It is recommended that the Commission authorize the County to award the bid for the project to Reith Riley Construction.

A motion was made by Commissioner Weddell and seconded by Commissioner Scharf to approve Resolution 94-2016. The motion was adopted unanimously.

## **2. Resolution 95-2016 – Authorize Reallocation of Southeast TIF Allocation Funds**

Civil City Engineer Mary Cripe explained her request for the Commission to reallocate \$1,055,000 in funding from the State Road 15 and Kercher Road intersection improvement project to the Goshen Industrial Park stormwater project in 2017 if the City is awarded a grant from the Community Crossroads program through INDOT. Ms. Cripe anticipates that the City should find out the results of the grant award by the end of August.

A motion was made by Commissioner Weddell and seconded by Commissioner Scharf to approve Resolution 95-2016. The motion was adopted unanimously.

## **3. Resolution 96-2016 – Approve and Authorize Execution of Change Order #4 with Phend & Brown, Inc. for the South Link Road Project**

Civil City Engineer Mary Cripe reported that it was discovered during the asphalt milling process on State Road 15 that there was no concrete to be removed as originally anticipated. Removing asphalt is cheaper than removing concrete, thus, change order #4 reflects a savings of \$33,286.

A motion was made by Commissioner Turner and seconded by Commissioner Weddell to approve Resolution 96-2016. The motion was adopted unanimously.

## **4. Resolution 97-2016 – Accepting the Transfer of Jefferson Street Real Estate**

City Attorney Larry Barkes stated that in this case and the next resolution, the City had demolished the structures on the parcels, and subsequently acquired the real estate from the County through the tax sale process. The Board of Public Works and Safety has approved the transfer of the properties to Redevelopment for the purpose of disposal. There is one condition in the resolutions that the Civil City be reimbursed for the cost of the demolition at the time Redevelopment sells the properties.

A motion was made by Commissioner Turner and seconded by Commissioner Coyne to approve Resolution 97-2016. The motion was adopted unanimously.

## **5. Resolution 98-2016 – Accepting the Transfer of Seventh Street Real Estate**

City Attorney Larry Barkes reiterated that this transfer is the same circumstances as the previous item, just at a different address.

A motion was made by Commissioner Turner and seconded by Commissioner Scharf to approve Resolution 98-2016. The motion was adopted unanimously.

## **6. Resolution 99-2016 – Approve 2017 Redevelopment Budgets**

Community Development Director Mark Brinson summarized the proposed 2017 budget for the four Redevelopment funds. Mr. Brinson explained that the proposed budget has been submitted to the Mayor which will then be presented to the Common Council for approval.

Discussion ensued on projected revenues, expenses, including bond payments, and next year's projects.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 99-2016. The motion was adopted unanimously.

**7. Resolution 100-2016 – Approve and Authorize Execution of Indemnity Agreement with Goshen Band Boosters, Inc. for Use of Real Estate**

Community Development Director Mark Brinson stated that this agreement is so Goshen Band Boosters, Inc. can use the former Western Rubber real estate for overflow parking during the Marching Band Invitational to be held on September 10, 2016.

A motion was made by Commissioner Turner and seconded by Commissioner Coyne to approve Resolution 100-2016. The motion was adopted unanimously.

**APPROVAL OF REGISTER OF CLAIMS**

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve payment of the Register of Claims totaling \$108,521.49. The motion was adopted unanimously.

**MONTHLY REDEVELOPMENT STAFF REPORT**

Community Development Director Mark Brinson reiterated previous comments regarding Shari Bontrager and thanked Shannon Marks for stepping in during this difficult time.

Mr. Brinson offered to answer any questions about the monthly report; however, the Commission did not have any questions.

**OPEN FORUM**

Commissioner Turner acknowledged the cooperation between the City and Elkhart County on the intersection improvements at Kercher Road and State Road 15 and the south link road project. Mr. Turner indicated that he believes that one of the reasons that the cooperation level between the City and County has increased is because of Tom Stump's presence on the County Council, and he wanted to express his appreciation to Tom.

Commissioner Scharf extended an invitation that there will be a special presentation by Dr. Michael Hicks from Ball State at next Council meeting in which Dr. Hicks will share his research findings about TIF as an economic development tool.

Civil City Engineer Mary Cripe reported that the south link road construction is ahead of schedule about 10 months, and the new road is planned to be opened in November.

**ANNOUNCEMENTS**

It was announced that the next regular meeting is scheduled for September 13, 2016 at 3:00 p.m.

**EXECUTIVE SESSION**

An executive session was scheduled under the authority of Indiana Code § 5-14-1.5-6.1(b)(2)(D) for discussion of strategy with respect to the purchase or lease of real property by the Goshen Redevelopment Commission up to



the time a contract or option to purchase or lease is executed by the parties. City Attorney Larry Barks announced that there was no longer a need to hold the executive session. The executive session was canceled.

**ADJOURNMENT**

The regular meeting was adjourned at 4:50 p.m.

**APPROVED** on September 13, 2016.

**GOSHEN REDEVELOPMENT COMMISSION**

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Thomas W. Stump, President

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Laura Coyne, Secretary

**NOTICE FOR REQUESTS FOR PROPOSALS  
TO PURCHASE THIRD STREET/JEFFERSON STREET REAL ESTATE**

The Goshen Redevelopment Commission is soliciting proposals to purchase two groups of real estate parcels within the corporate limits of the City of Goshen. The real estate is located west of Third Street and east of River Race Drive between the east/west alley north of West Jefferson Street and the east/west alley south of West Jefferson Street. Informational packages describing the requirements for the proposals may be obtained from Mark Brinson, Community Development Director, 204 E. Jefferson St., Ste. 2, Goshen, IN 46528 (574-537-3824).

Sealed, written proposals must be submitted to Mark Brinson, Community Development Director, 204 E. Jefferson St., Ste. 2, Goshen, IN 46528 on or before 12:00 p.m. on Tuesday, September 13, 2016. The proposals will be opened at the Redevelopment Commission meeting at 3:00 p.m. on Tuesday, September 13, 2016. The meeting will be held at the Goshen Police & Court Building in the City Court Room/Council Chambers, 111 E. Jefferson St., Goshen. If no qualifying offer is received on September 13, 2016, additional written proposals will be accepted until 12:00 p.m. on Tuesday, October 11, 2016.

All proposals shall meet the requirements set forth in the solicitation. A proposal submitted by a trust (as defined by IC 30-4-1-1(a)) must identify the beneficiary of the trust and the settlor empowered to revoke or modify the trust. The City reserves the right to waive (but is not required to waive) any inconsistency between any proposal submitted and the requirements contained in the solicitation.

## **NOTICE FOR REQUESTS FOR PROPOSALS TO PURCHASE 1215 HICKORY REAL ESTATE**

The Goshen Redevelopment Commission is soliciting proposals to purchase 1215 Hickory Street, Goshen, Indiana. Informational packages describing the requirements for the proposals may be obtained from Mark Brinson, Community Development Director, 204 E. Jefferson St., Ste. 2, Goshen, IN 46528 (574-537-3824).

Sealed, written proposals must be submitted to Mark Brinson, Community Development Director, 204 E. Jefferson St., Ste. 2, Goshen, IN 46528 on or before 12:00 p.m. on Tuesday, September 13, 2016. The proposals will be opened at the Redevelopment Commission meeting at 3:00 p.m. on Tuesday, September 13, 2016. The meeting will be held at the Goshen Police & Court Building in the City Court Room/Council Chambers, 111 E. Jefferson St., Goshen. If no qualifying offer is received on September 13, 2016, additional written proposals will be accepted until 12:00 p.m. on Tuesday, October 11, 2016.

All proposals shall meet the requirements set forth in the solicitation. A proposal submitted by a trust (as defined by IC 30-4-1-1(a)) must identify the beneficiary of the trust and the settlor empowered to revoke or modify the trust. The City reserves the right to waive (but is not required to waive) any inconsistency between any proposal submitted and the requirements contained in the solicitation.

## **NOTICE OF PUBLIC HEARING**

The Goshen Redevelopment Commission will conduct a public hearing at its regular meeting on September 13, 2016 at 3:00 p.m. to determine whether the City of Goshen should sell the real estate at 401-403 East Jefferson Street, Goshen, Indiana. The hearing will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana. All interested members of the public are invited to attend and will be given the opportunity to testify on the proposed sale at the public hearing.

## **RESOLUTION 101-2016**

### **Approve the Sale of 401-403 East Jefferson Street**

WHEREAS the Goshen Redevelopment Commission acquired title to the real estate at 401-403 East Jefferson Street, Goshen, Indiana identified on the map attached as Exhibit A; and

WHEREAS pursuant to Indiana Code 36-7-14-22.7(d), the Goshen Redevelopment Commission has published notice and conducted a public hearing on September 13, 2016 to determine whether the Commission should dispose of 401-403 East Jefferson Street.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the sale of 401-403 East Jefferson Street in accordance with Indiana Code 36-7-14-22.5(e).

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

**EXHIBIT A**

**401/403 East Jefferson Street, Goshen**



## **RESOLUTION 102-2016**

### **Approve and Authorize Execution of the Agreement for the Sale and Purchase of Real Estate with LaCasa of Goshen, Inc. for 401-403 East Jefferson Street, Goshen**

WHEREAS the Goshen Redevelopment Commission has determined to dispose of the real estate at 401-403 East Jefferson Street, Goshen, Indiana.

WHEREAS the Commission may sell 401-403 East Jefferson Street to a community development corporation for the purpose of providing low or moderate income housing that will benefit or serve low or moderate income families.

WHEREAS LaCasa of Goshen, Inc. is an Indiana not-for-profit corporation and a community development corporation.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that:

1. The terms and conditions of the Agreement for the Sale and Purchase of Real Estate with LaCasa of Goshen, Inc. for 401-403 East Jefferson Street attached to and made a part of this resolution are approved.
2. Mark Brinson, Community Development Director is authorized to execute the Agreement for the Sale and Purchase of Real Estate and any and all documents related to the transfer of 401-403 East Jefferson Street on behalf of the City of Goshen and Goshen Redevelopment Commission.
3. The Commission agrees to reimburse the Civil City for the Civil City's cost to demolish the structures on 401-403 East Jefferson Street from the sale proceeds.

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

## **AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT is made and entered into on September \_\_\_\_\_, 2016, by and between **LaCasa of Goshen, Inc.**, hereinafter referred to as “LaCasa,” and the **City of Goshen, Indiana for the Use and Benefit of the Department of Redevelopment**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as “City.”

### **REAL ESTATE**

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, City agrees to sell and LaCasa agrees to purchase the following tract of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as **401-403 East Jefferson Street, Goshen, Indiana 46528**, and more particularly described as follows:

A rectangular tract of land 42 feet wide and 87 feet long in the Southwest corner of Lot Number Twenty-one (21) as the said Lot is known and designated on the recorded Plat of Barnes First South Addition; said Plat being recorded in Plat Book 15, page 274, in the Office of the Recorder of Elkhart County, Indiana; more particularly described as follows:

Commencing at the Southwest corner of said Lot 21; thence North 42 feet; thence East 87 feet; thence South 42 feet; thence West 87 feet to the place of beginning.

Parcel No. 20-11-09-435-009.000-015

The above described real estate is hereinafter referred to as the “Real Estate.”

The Real Estate shall include all land, all pertinent rights, privileges and easements.

### **PURCHASE PRICE**

LaCasa agrees to pay and City agrees to accept the total sum of **Seven Thousand Dollars (\$7,000)** to be paid at the closing.

### **TAXES AND ASSESSMENTS**

City shall pay the real estate taxes and assessments for 2015 due and payable in 2016. LaCasa shall pay all real estate taxes and assessments for 2016 due and payable in 2017 and thereafter.



**CLOSING**

A closing will be held on or before September 30, 2016 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

**WARRANTY DEED**

City shall deliver to LaCasa a warranty deed conveying to LaCasa merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments.

**POSSESSION OF REAL ESTATE**

Possession of the Real Estate will be delivered to the LaCasa on the date of closing.

**RISK OF LOSS**

City shall assume the risk of loss until the closing at which time LaCasa shall assume the risk of loss.

**WARRANTIES**

(1) City warrants that City will convey a good and merchantable title to LaCasa. LaCasa accepts the Real Estate AS IS. City makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

(2) LaCasa has made its own inspection of the Real Estate and relies solely upon LaCasa's observation in deciding to purchase the Real Estate. LaCasa does not rely upon any representation of City or any agent of City.

**MISCELLANEOUS**

(1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

(2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

(3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys fees.

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

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

(6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between LaCasa and City.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

**LaCasa of Goshen, Inc.**

**City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment**

By: \_\_\_\_\_

\_\_\_\_\_  
Mark Brinson  
Community Development Director  
Goshen Redevelopment Commission  
City of Goshen, Indiana

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: September \_\_\_\_\_, 2016

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **NOTICE OF PUBLIC HEARING**

The Goshen Redevelopment Commission will conduct a public hearing at its regular meeting on September 13, 2016 at 3:00 p.m. to determine whether the City of Goshen should sell the real estate at 307 South Seventh Street, Goshen, Indiana. The hearing will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana. All interested members of the public are invited to attend and will be given the opportunity to testify on the proposed sale at the public hearing.

## **RESOLUTION 103-2016**

### **Approve the Sale of 307 South Seventh Street**

WHEREAS the Goshen Redevelopment Commission acquired title to the real estate at 307 South Seventh Street, Goshen, Indiana identified on the map attached as Exhibit A; and

WHEREAS pursuant to Indiana Code 36-7-14-22.7(d), the Goshen Redevelopment Commission has published notice and conducted a public hearing on September 13, 2016 to determine whether the Commission should dispose of 307 South Seventh Street.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the sale of 307 South Seventh Street in accordance with Indiana Code 36-7-14-22.5(e).

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

**EXHIBIT A**

**307 South Seventh Street, Goshen**



## RESOLUTION 104-2016

### **Approve and Authorize Execution of the Agreement for the Sale and Purchase of Real Estate with LaCasa of Goshen, Inc. for 307 South Seventh Street, Goshen**

WHEREAS the Goshen Redevelopment Commission has determined to dispose of the real estate at 307 South Seventh Street, Goshen, Indiana.

WHEREAS the Commission may sell 307 South Seventh Street to a community development corporation for the purpose of providing low or moderate income housing that will benefit or serve low or moderate income families.

WHEREAS LaCasa of Goshen, Inc. is an Indiana not-for-profit corporation and a community development corporation.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that:

1. The terms and conditions of the Agreement for the Sale and Purchase of Real Estate with LaCasa of Goshen, Inc. for 307 South Seventh Street attached to and made a part of this resolution are approved.
2. Mark Brinson, Community Development Director is authorized to execute the Agreement for the Sale and Purchase of Real Estate and any and all documents related to the transfer of 307 South Seventh Street on behalf of the City of Goshen and Goshen Redevelopment Commission.
3. The Commission agrees to reimburse the Civil City for the Civil City's cost to demolish the structures on 307 South Seventh Street from the sale proceeds.

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

## AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on September \_\_\_\_\_, 2016, by and between **LaCasa of Goshen, Inc.**, hereinafter referred to as “LaCasa,” and the **City of Goshen, Indiana for the Use and Benefit of the Department of Redevelopment**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as “City.”

### REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, City agrees to sell and LaCasa agrees to purchase the following tract of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as **307 South Seventh Street, Goshen, Indiana 46528**, and more particularly described as follows:

Commencing at the Northeast corner of Lot Number fifty-nine (59) in Barns’ First South Addition to the Town, now the City, of Goshen; thence running South fifteen (15) feet; thence West to the West line of said Lot Number fifty-nine (59); thence North fifteen (15) feet to the Northwest corner of said lot; thence East on the North line of said lot to the place of beginning.

Also, the South part of Lot Number forty-two (42) in said Addition to the Town, now City, of Goshen, being more particularly described as follows:

All that portion of Lot Number forty-two (42) aforesaid, lying South of a line running East and West which line is thirty-five (35) feet, more or less, North of the South line of said Lot Number forty-two (42), and thirty-one (31) feet, more or less, South of the North line of said Lot Number forty-two (42).

Parcel No. 20-11-09-477-013.000-015

The above described real estate is hereinafter referred to as the “Real Estate.”

The Real Estate shall include all land, all pertinent rights, privileges and easements.

### PURCHASE PRICE

LaCasa agrees to pay and City agrees to accept the total sum of **Eleven Thousand Seven Hundred Dollars (\$11,700)** to be paid at the closing.

## **TAXES AND ASSESSMENTS**

City shall pay the real estate taxes and assessments for 2015 due and payable in 2016. LaCasa shall pay all real estate taxes and assessments for 2016 due and payable in 2017 and thereafter.

## **CLOSING**

A closing will be held on or before September 30, 2016 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

## **WARRANTY DEED**

City shall deliver to LaCasa a warranty deed conveying to LaCasa merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments.

## **POSSESSION OF REAL ESTATE**

Possession of the Real Estate will be delivered to the LaCasa on the date of closing.

## **RISK OF LOSS**

City shall assume the risk of loss until the closing at which time LaCasa shall assume the risk of loss.

## **WARRANTIES**

(1) City warrants that City will convey a good and merchantable title to LaCasa. LaCasa accepts the Real Estate AS IS. City makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

(2) LaCasa has made its own inspection of the Real Estate and relies solely upon LaCasa's observation in deciding to purchase the Real Estate. LaCasa does not rely upon any representation of City or any agent of City.

## **MISCELLANEOUS**

(1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

(2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.



(3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys fees.

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

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

(6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between LaCasa and City.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

**LaCasa of Goshen, Inc.**

**City of Goshen, Indiana for the Use and Benefit of its Department of Redevelopment**

By: \_\_\_\_\_

\_\_\_\_\_  
Mark Brinson  
Community Development Director  
Goshen Redevelopment Commission  
City of Goshen, Indiana

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: September \_\_\_\_, 2016

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RESOLUTION 105-2016**

**Ratify Execution of Contract  
with HRP Construction, Inc.  
for the Construction of the Waterford Commons Business Park Projects**

WHEREAS the Goshen Redevelopment Commission passed Resolution 90-2016 awarding the bid and authorizing the negotiation and execution of an agreement with HRP Construction, Inc. for the construction of the Waterford Commons Business Park Projects.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Contract with HRP Construction, Inc. for the construction of the Waterford Commons Business Park Projects attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the Contract by the Goshen Board of Public Works and Safety on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

**CONTRACT**  
**Waterford Commons Business Park, Tract 2**

**PROJECT NO. 2016-0033**

THIS CONTRACT, is made and entered into on this 15<sup>th</sup> day of August, 2016, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and HRP Construction, hereinafter referred to as "Contractor."

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

**COMPONENT PARTS OF THIS CONTRACT**

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Waterford Commons Business Park, Tract 2, Project No. 2016-0033" project in accordance with and as described in further detail in the Specification Documents attached to this contract.

The work to be performed shall include the construction of an industrial park including water, sanitary sewer, storm sewer, roadway curbing and pavement, and sidewalk.

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

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

In the event there is a conflict between the City of Goshen's Design Standards and Construction Specifications and the Indiana Department of Transportation's Standard Detail Drawing or Indiana Department of Transportation's Standard Specifications, the City of Goshen's Design Standards and Construction Specifications shall control.

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

In the event of a conflict between a provision in this contract and a provision in a document or in the Specification Documents, the provision in this contract shall control.

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

- (1) Contractor's Itemized Bid;
- (2) Form No. 96, including additional pages containing requested information;
- (3) Non Collusion Affidavit;
- (4) Required Certification from Contractor Related to Buy American;
- (5) Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
- (6) Notice to Proceed

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers, mechanics, watchmen and guards working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

actual wages paid. Further, the Contractor shall provide that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

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

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

**EFFECTIVE DATE; CONTRACT TERM**

City has entered into an agreement with MA Investments, an Indiana General Partnership, Waterford Commons Business Park, LLC, and Waterford Development Corp (collectively referred to as Waterford Commons) by the terms of which Waterford Commons will provide the City Nine Hundred Eighty Six Thousand Three Hundred Forty Nine dollars (\$986,349.00) to fund Project No. 2016-0033.

City obligations under this Contract are contingent upon receiving the funding from Waterford Commons. City will not issue the Notice to Proceed until the required payment is received by the City from Waterford Commons.

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

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

Work on the project shall commence within thirty (30) calendar days from the Notice to Proceed from the City. Site stabilization shall be completed by no later than October 15, 2016. Utilities and roadway improvements, up to and including, base pavement shall be completed by November 4, 2016. Surface pavement and final punch list items shall be completed by May 20, 2017.

**COMPENSATION, BASIS AND METHOD OF PAYMENT, AND RETAINAGE**

The City agrees to compensate the Contractor for the work performed in this contract in accordance with the unit prices for labor and materials as set forth in the Contractor's itemized bid attached hereto, and based on the quantities actually used in the project for an amount not to exceed Nine Hundred Eighty Six Thousand Three Hundred Forty Nine Dollars (\$986,349.00).

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

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

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

Upon completion of all the work included under this Contract and the final inspection and acceptance of the work by the City, and after the Contractor has submitted acceptable evidence as to the satisfaction of all claims for labor and materials

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

furnished under this contract, the Contractor shall be paid in full within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment may not be made on any amounts that are in dispute.

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

**LIQUIDATED DAMAGES**

It is agreed by the parties that time is of essence and in the event completion of this project is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Vendor/contractor/supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Vendor/contractor/supplier under this contract.

**INDEPENDENT CONTRACTOR STATUS**

The Contractor performing services under this contract shall be deemed an independent contractor and operate as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

**NON-DISCRIMINATION**

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

**INDEMNIFICATION**

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

**INSURANCE**

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

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

- (1) Workers Compensation and Employer's Liability ..... Statutory Limits
- (2) General Liability ..... Combined Bodily Injury and Property Damage
- (3) \$1,000,000 Each Occurrence and Aggregate
- (4) Automobile Liability ..... Combined Bodily Injury and Property Damage

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\$1,000,000 Each Occurrence and Aggregate

(5) Excess Umbrella Coverage.....\$1,000,000 Each Occurrence

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

**PERFORMANCE BOND**

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

1,000,000

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

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

**PAYMENT (LABOR AND MATERIALS) BOND**

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

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

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

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

**MAINTENANCE BOND**

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

**FORCE MAJEURE**

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

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

Waterford Commons Business Park, Tract 2  
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**DEFAULT**

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

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

- (1) There is a substantive breach by the 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 the Contractor or any of the Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform the work under the contract.
- (7) The contract or any right, monies or claims are assigned by the Contractor without the consent of the City.

**TERMINATION**

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by the Contractor. In such event, the City may issue a written notice of default and provide a period of time in which the 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 the Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

**SUBCONTRACTING OR ASSIGNMENT OF CONTRACT**

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

**EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

Waterford Commons Business Park, Tract 2  
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The Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

**AMENDMENTS**

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

**WAIVER OF RIGHTS**

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

**NOTICES**

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

Address for notices to the City:

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

Address for notices to the Contractor:

HRP Construction  
Attention: Matt Cain  
P.O. Box 266  
South Bend, IN 46624-0266

And

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

**APPLICABLE LAWS**

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

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

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

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

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



Waterford Commons Business Park, Tract 2  
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**NO INVESTMENT IN IRAN**

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

**CONTRACTING WITH RELATIVES**

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

**SEVERABILITY**

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

**AUTHORITY TO BIND CONTRACTOR**

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

**BINDING EFFECT**

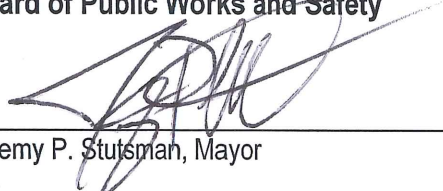
All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

**ENTIRE AGREEMENT**

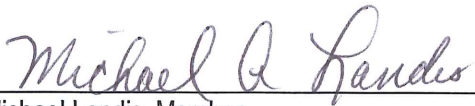
This contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

In witness whereof, the parties have executed this Agreement in duplicate into on this 15<sup>th</sup> day of August, 2016.

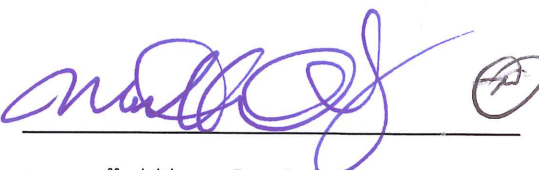
**City of Goshen**  
**Board of Public Works and Safety**

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

  
\_\_\_\_\_  
Mitchell Day, Member

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

**Contractor**

By:  (P)  
\_\_\_\_\_  
Printed: Matthew D. Cain

Title: President

**WATERFORD COMMONS BUSINESS PARK, TRACT 2 - JN: 2016-0033**  
**MATERIAL BID TAB**  
**BID DUE DATE - AUGUST 8, 2016**

BASE BID				HRP Construction		Phend & Brown		Rieth Riley	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.0	1	LSUM	Mobilization & Demobilization	\$50,000.00	\$50,000.00	\$58,500.00	\$58,500.00	\$76,200.00	\$76,200.00
2.0	1	LSUM	Erosion & Sediment Control	\$15,000.00	\$15,000.00	\$46,000.00	\$46,000.00	\$23,000.00	\$23,000.00
3.0	1	LSUM	Clearing of Right-of-way	\$3,500.00	\$3,500.00	\$100.00	\$100.00	\$10,000.00	\$10,000.00
3.1	1	LSUM	Linear Grading	\$40,000.00	\$40,000.00	\$89,000.00	\$89,000.00	\$50,000.00	\$50,000.00
3.2	1	LSUM	Common Excavation	\$103,700.00	\$103,700.00	\$88,000.00	\$88,000.00	\$350,000.00	\$350,000.00
4.0	1	LSUM	Maintenance of Traffic	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$1,400.00	\$1,400.00
5.0	1	LSUM	Dewatering	\$24,000.00	\$24,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00
6.0	1	LSUM	Construction Staking & Record Drawings	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00
7.0	1	EA	Construction Notice Board	\$500.00	\$500.00	\$740.00	\$740.00	\$750.00	\$750.00
8.0	1,441	LFT	Sanitary Sewer, PVC, SDR 35, 8"	\$24.00	\$34,584.00	\$57.00	\$82,137.00	\$48.00	\$69,168.00
8.1	525	LFT	Sanitary Sewer Laterals, PVC, SDR 35, 6"	\$21.00	\$11,025.00	\$61.00	\$32,025.00	\$70.00	\$36,750.00
8.2	110	LFT	Storm Sewer, PVC, SDR 35, 15"	\$28.00	\$3,080.00	\$52.00	\$5,720.00	\$119.00	\$13,090.00
8.3	930	LFT	Storm Sewer, RCP, 24"	\$41.00	\$38,130.00	\$55.00	\$51,150.00	\$85.00	\$79,050.00
8.4	370	LFT	Storm Sewer, RCP, 30"	\$43.00	\$15,910.00	\$71.00	\$26,270.00	\$127.00	\$46,990.00
8.5	680	LFT	Storm Sewer, PVC, SDR 35, 12" (Lateral Services) 10 Services	\$26.00	\$17,680.00	\$52.00	\$35,360.00	\$80.00	\$54,400.00
8.6	31	LFT	Storm Sewer, DI CL 50, 8"	\$32.00	\$992.00	\$51.00	\$1,581.00	\$191.00	\$5,921.00
9.0	4	EA	Sanitary Sewer Manhole, Type C, 48" Dia.	\$3,250.00	\$13,000.00	\$2,400.00	\$9,600.00	\$8,900.00	\$35,600.00
9.1	1	EA	Sanitary Sewer Manhole, Type C, 48" Dia. Doghouse	\$3,950.00	\$3,950.00	\$6,600.00	\$6,600.00	\$13,400.00	\$13,400.00
10.0	4	EA	Storm Manhole, 72" Dia.	\$5,900.00	\$23,600.00	\$5,000.00	\$20,000.00	\$10,800.00	\$43,200.00
10.1	1	EA	Storm Manhole, 60" Dia.	\$4,400.00	\$4,400.00	\$3,700.00	\$3,700.00	\$9,700.00	\$9,700.00
10.2	2	EA	Storm Manhole, 48" Dia.	\$3,050.00	\$6,100.00	\$2,500.00	\$5,000.00	\$6,200.00	\$12,400.00
10.3	1	EA	Catch Basin, Type N, 72" Dia.	\$5,600.00	\$5,600.00	\$7,600.00	\$7,600.00	\$10,900.00	\$10,900.00
10.4	5	EA	Catch Basin, 30" Dia.	\$2,000.00	\$10,000.00	\$1,500.00	\$7,500.00	\$3,600.00	\$18,000.00
10.5	4	EA	Inlet, 30" Dia.	\$1,750.00	\$7,000.00	\$1,500.00	\$6,000.00	\$3,200.00	\$12,800.00
11.0	2	EA	Storm Sewer, Flare Metal End Section, 30" w/ Manproofing	\$3,000.00	\$6,000.00	\$1,760.00	\$3,520.00	\$6,000.00	\$12,000.00
12.0	2,339	LFT	Water Main, DI, 12"	\$34.00	\$79,526.00	\$45.00	\$105,255.00	\$88.00	\$205,832.00
12.1	675	LFT	Fire Protection Service, DI, 6" (10 Srvs.)	\$60.00	\$40,500.00	\$45.00	\$30,375.00	\$132.00	\$89,100.00
13.0	4	EA	Fitting, DI, 45° Bend, 12"	\$1,200.00	\$4,800.00	\$1,600.00	\$6,400.00	\$1,800.00	\$7,200.00
14.0	4	EA	12" x 12" x 6" Tee	\$1,500.00	\$6,000.00	\$1,100.00	\$4,400.00	\$1,900.00	\$7,600.00
14.1	2	EA	Wedge Valve	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$4,900.00	\$9,800.00
14.2	1	EA	Tapping Valve & Sleeve, 18" x 12"	\$6,000.00	\$6,000.00	\$5,700.00	\$5,700.00	\$8,000.00	\$8,000.00
14.3	1	EA	Tapping Valve & Sleeve, 12" x 12"	\$5,250.00	\$5,250.00	\$5,400.00	\$5,400.00	\$7,600.00	\$7,600.00
15.0	4	EA	Fire Hydrant and Valve	\$6,000.00	\$24,000.00	\$3,400.00	\$13,600.00	\$6,500.00	\$26,000.00
16.0	675	LFT	Water Service, HDPE, DR 9, CTS w/ Tracer, 2" (10 Services)	\$25.00	\$16,875.00	\$12.00	\$8,100.00	\$49.00	\$33,075.00
16.1	2	EA	Corporation Cock, 2"	\$750.00	\$1,500.00	\$1,600.00	\$3,200.00	\$900.00	\$1,800.00
17.0	522	TON	HMA Surface, No. 9	\$65.00	\$33,930.00	\$65.00	\$33,930.00	\$89.00	\$46,458.00
17.1	2,330	TON	HMA Base, No. 5	\$55.00	\$128,150.00	\$53.00	\$123,490.00	\$54.00	\$125,820.00
17.2	1,667	TON	Compacted Aggregate for Base, No. 53	\$36.00	\$60,012.00	\$16.00	\$26,672.00	\$12.50	\$20,837.50
18.0	3,375	LFT	6" Standup Curb 2' w/ Gutter	\$13.00	\$43,875.00	\$13.00	\$43,875.00	\$15.00	\$50,625.00
19.0	1,900	SYD	Concrete Sidewalk, 4"	\$37.50	\$71,250.00	\$37.50	\$71,250.00	\$33.00	\$62,700.00
19.1	10	SYD	Concrete Sidewalk, ADA Ramp, Type C	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$321.00	\$3,210.00
20.0	30	LFT	Line, Thermoplastic, Stop Bar, White, 24"	\$15.00	\$450.00	\$6.85	\$205.50	\$9.00	\$270.00
20.1	1,400	LFT	Line, Thermoplastic, Yellow, Solid, 4"	\$1.00	\$1,400.00	\$0.92	\$1,288.00	\$0.78	\$1,092.00
20.2	700	LFT	Line, Thermoplastic, Yellow, Skip, 4"	\$1.00	\$700.00	\$0.92	\$644.00	\$0.78	\$546.00
20.3	1,600	LFT	Line, Thermoplastic, White, Solid, 4"	\$1.00	\$1,600.00	\$0.92	\$1,472.00	\$0.78	\$1,248.00
20.4	140	LFT	Line, Thermoplastic, White, Solid, 6"	\$2.00	\$280.00	\$1.72	\$240.80	\$2.50	\$350.00
<b>BID AMOUNT TOTAL:</b>					<b>\$986,349.00</b>		<b>\$1,143,600.30</b>		<b>\$1,723,382.50</b>

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

*Mary M. Cripe* 08/09/2016  
**Mary M. Cripe, P.E.**  
**Civil City Engineer**

Project: 2016-0033 Waterford Commons Business Park PUD Tract 2\Bid Documents\Itemized Bid Tab  
 City of Goshen, Indiana



CITY OF GOSHEN, INDIANA



SPECIFICATION DOCUMENTS

FOR

WATERFORD COMMONS BUSINESS PARK, TRACT 2  
JOB NO. 2016-0033

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REDEVELOPMENT COMMISSION

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July 22, 2016

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I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF INDIANA, DO HEREBY CERTIFY TO THE PRINCIPLES AND PRACTICES OF ENGINEERING AS THEY PERTAIN TO POTABLE WATER DESIGN AND DETAILS AS SHOWN HEREON.

DATE: JULY 25, 2016



RICK L. PHARIS  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF INDIANA NO. 19935

I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, DO HEREBY CERTIFY TO THE PRINCIPLES AND PRACTICES OF LAND SURVEYING AS THEY PERTAIN TO STREET, SANITARY SEWER DESIGN AND DETAILS AS SHOWN HEREON.

DATE: JULY 25, 2016



GREGORY C. SHOCK, PLS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF INDIANA NO. S0484

**Waterford Commons Business Park, Tract 2  
Project No. 2004-0026**

**CITY OF GOSHEN  
INVITATION FOR BIDS**

**Waterford Commons Business Park, Tract 2  
2016-0033**

Notice is given that the Board of Public Works and Safety of the City of Goshen, Indiana is soliciting sealed bids for the above referenced public works project. The Board of Public Works and Safety is hereinafter referred to as "City".

The work to be performed shall include the construction of an industrial park including water, sanitary sewer, storm sewer, roadway curbing and pavement.

The Specification Documents and Drawings may be obtained as follows and the City of Goshen shall not be responsible for documents obtained from any other source:

1. Paper copies of the Specification Documents and Drawings may be obtained at the City of Goshen Engineering Department, 204 East Jefferson Street, Suite 1, Goshen, IN 46258. These paper documents may be obtained at a cost of \$35.00 per set. Checks shall be made payable to the City of Goshen. This cost is non-refundable.  
Please notify the City of Goshen Engineering Department, at 534-2201, 24-hours prior to picking up paper copies of plans & specs to provide ample time for prints to be made.
2. Complete digital Specification Documents and Drawings are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$10 by inputting **Quest Project No. 4604023** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.
3. Specification Documents and Drawings can be accessed through the City of Goshen's Current Bidding Opportunities portal at [www.goshenindiana.org](http://www.goshenindiana.org)

Each bidder is required to submit with their bid a bid security as evidence of financial responsibility and guarantee that if the bidder's offer is accepted, the bidder will execute a contract and deliver all required bonds within 14 calendar days of the award. The bid security shall be equal to 5% of the contract price, and may be in the form of a bid bond, certified check, or cashiers check made payable to the City of Goshen. The bid security of the successful bidder will be held until the City's receipt of an executed contract and all required bonds. The bid security of all other bidders will be returned upon the selection of the successful bidder and award of a contract.

The successful bidder will be required to furnish an approved performance bond guaranteeing the faithful and proper performance of the work and materials, and an approved payment bond for the benefit of the subcontractors, laborers, material suppliers and those performing work for the project. Both bonds must be equal to 100% of the contract price and made payable to the City of Goshen.

Additionally, the successful bidder will be required to furnish an approved maintenance bond to guarantee, for a period of three (3) years after the acceptance of the work by the City, that all workmanship and materials used in the project are in accordance with the Specification Documents.

**Waterford Commons Business Park, Tract 2**  
**Project No. 2004-0026**

Offers shall be submitted in accordance with the Instructions to Bidders, and all contractual terms and conditions that are included in the Specification Documents. In addition to price, bids will be evaluated based on whether the bidder is responsible, and if the bidder's offer is responsive.

Offers shall be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. local time August 8, 2016, at which time all bids received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud. The Board meeting will be held in City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen

The City of Goshen Board of Public Works and Safety reserves the right to reject any and all bids, delete any portions thereof, to waive any informalities or irregularities in any bid received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder. Award of contract is contingent on the availability of funds.

Advertisement Dates: Saturday, July 23 and Saturday, July 30, 2016.

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**INSTRUCTIONS TO BIDDERS**

This section contains instructions regarding the preparation and submittal of offers. Please note these instructions may not contain all applicable requirements. Careful reading of the entire solicitation is critical. Failure to read the solicitation in its entirety or to follow the instructions may lead to the rejection of your offer. For the context of this solicitation, the use of the words contractor, vendor, supplier, or bidder all have the same meaning for the company/business submitting an offer.

**1. Examination and Representation.**

Before submitting an offer, the Contractor shall carefully examine these Specification Documents to fully inform themselves with the limitations and conditions under which work is to be performed for this project and all other relevant matters that may affect the cost, progress, performance or furnishing of the work, including applicable local, state, or federal laws and regulations. Contractor shall examine the project location and shall make their own determination as to conditions that are reasonably discovered by examination and reasonable testing of the project locations. Contractor shall assume all risk and responsibilities for the conditions present at the project location provided that such conditions were reasonably discoverable or should have been reasonably assumed to exist if Contractor exercises due diligence in examining and testing of the project sites. In the event that Contractor encounters a condition that is materially different than the conditions that the Contractor should have anticipated based on a proper and complete examination and testing of the project locations, Contractor will be entitled to recoup any additional costs incurred to address such conditions if Contractor seeking a change order and complying with the change order process set forth in the Specification Documents. In all other instances, Contractor shall address the conditions encountered without additional costs to Goshen. Limited subsurface investigations have been conducted at the site and are available for review upon request.

The Contractor agrees that the Contractor shall make no claim against the City of Goshen because of estimates or statements made by any officer or agent of the City, which may prove to be in any respect erroneous, are inconsistent or an addition to any terms or conditions of these written documents. The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other document shall in no way relieve the Contractor of any obligations with respect to its bid submitted or contract executed.

**2. Requests for Clarifications and Addenda.**

All requests for clarification to this solicitation must be received at least two (2) business days before the opening date to allow for the issuance of any addendums determined by the City to be necessary. Requests shall be made in writing and may be directed to the City of Goshen Engineering Department, Municipal Building Annex, 204 East Jefferson Street, Goshen, Indiana 46528, or faxed to the attention of the Engineering Department at (574) 533-8626.

Inquiries should reference the applicable section, paragraph, and/or page number. Interpretations or clarifications determined necessary by the City in response to such questions will be issued by addenda mailed, faxed or otherwise delivered to all parties recorded by the City as having received Specification Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**3. Specifications and Exceptions.**

The bid shall clearly detail in writing any deviation from or exception taken to the stated specifications. Any product, materials or method that the City of Goshen, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the method, goods, materials, and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable for strict compliance.

**4. Voluntary Alternates.**

If a Contractor has an alternate offer that the Contractor believes would meet the needs of the City of Goshen, the Contractor may submit the alternate offer in addition to an offer based on the City's Specification Documents. An alternate offer will be individually considered as a voluntary alternate and will be subject to the approval and acceptance of the City. A voluntary alternate will not, however, be considered in the determination of the lowest responsible and responsive bidder unless City deems such an alternate to be equal or better than the requirements of the Specification Documents.

**5. Qualification of Bidders.**

- A. Contractors submitting offers for this project shall be limited to individuals, partnerships and corporations actively engaged in work comparable to what is described in these Specification Documents.
- B. Contractors shall be qualified pursuant to State of Indiana requirements for paving and shall submit with their offer a copy of the Certificate of Qualification.
- C. Contractors must demonstrate their qualifications and suitability to carry out the terms of this contract, and must have in their possession or available to them by formal agreement all labor, equipment, supplies and operational facilities which are necessary to perform the work as outlined in these Specification Documents. The City reserves the right to request additional proof of these qualifications, and reserves the right to reject any offer where an investigation of the evidence or information submitted by a Contractor does not satisfy the City that the Contractor is qualified to properly carry out the terms of and fulfill the work required by the Specification Documents.
- D. Contractors shall submit with their offer a financial statement, a statement of experience, a proposed plan or plans for performing the project under the contract, and the equipment that the Contractor has available for the performance of the work under the contract.
- E. Contractors shall complete the Indiana State Board of Accounts Form No. 96 (See Exhibit B). For the purposes of this bid, the terms "public works project" and "construction" on Form No. 96 shall be interpreted to mean the project described in these Specification Documents.

**6. Trusts.**

In accordance with Indiana Code 5-22-3-5, an offer submitted by a trust (as defined by Indiana Code 30-4-1-1) must identify the beneficiary of the trust and the settlor empowered to revoke or modify the trust.

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**7. Non-Collusion Affidavit.**

All bidders must sign and have notarized the Non-Collusion Affidavit to certify that the bidder has not entered into a combination or agreement relative to the price to be offered by any person; to prevent a person from bidding; or to induce a person to refrain from bidding; and that the Contractor's bid is made without reference to any other bid. Any offer found to be collusive will be rejected. Should the City discover that the successful bidder's affidavit is false, the City shall declare the contract forfeited and award a new contract. The Non-Collusion affidavit is included on Form No. 96 in these Specification Documents.

**8. US Manufactured Product.**

The goods, supplies, materials and/or equipment being offered shall be manufactured in the United States. If steel or foundry products are used in (1) the manufacture of the goods, supplies, materials and/or equipment being offered, or (2) the goods, supplies, materials and/or equipment that are used in the performance of services under a contract or subcontract, then the steel or foundry products shall be manufactured in the United States.

**9. Business Certification.**

The bidder must complete the Business Certification page to identify the form of business organization the bidder is operating under (i.e., sole proprietor, partnership, corporation, etc.)

A foreign (out-of-state) corporation must be registered with the Indiana Secretary of State to do business in the State of Indiana. A foreign corporation not currently registered with the Indiana Secretary of State must agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's Office may result in a determination that a corporation is non-responsible and a contract awarded to that corporation may be canceled.

**10. Bid Security.**

- A. Each Contractor submitting an offer shall submit a bid security in the amount of five percent (5%) of the contract price as evidence of financial responsibility and guarantee that if the Contractor's offer is accepted, the Contractor will execute a contract and deliver the required deposits. The bid security may be in the form of a bid bond, certified check or cashier's check made payable to the City of Goshen. Personal or company checks are not acceptable. Any offer not accompanied by the bid security may be rejected.
- B. The bid security of the successful bidder will be held until award of the contract by the City of Goshen Redevelopment Commission and until the City's receipt of an executed contract and the delivery of a performance bond and a payment bond within fourteen (14) calendar days after the award of a contract by the City of Goshen Redevelopment Commission. The bid security of all other Contractors will be returned upon the selection of the successful bidder and award of a contract. The bid security will be forfeited as liquidated damages if the successful bidder fails to enter into a contract with the City and provide the performance bond and the payment bond as specified. The City may then consider other offers, and/or rebid the contract.
- C. The City's requirements for the performance bond and the maintenance and payment bonds are set forth in the General Terms and Conditions section of these Specification Documents.



**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**11. Preparation and Submittal of Offers.**

- A. Contractors must complete and submit all pages/forms requesting information that are included with this solicitation, including Form No. 96. Offers shall be typed or legibly printed in ink. The offer must be signed by an authorized representative of the Contractor. An offer may be rejected if any required forms or information requested are incomplete or omitted and/or if an offer contains any alterations or erasures that are not initialed by the person signing the offer.
- B. All offers shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
  - (1) Contractor's name and address;
  - (2) The words, "Waterford Commons Business Park, Tract 2, Job Number 2016-0033"; and
  - (3) Date and time of opening (as indicated in the Invitation for Bids).
- C. If an offer is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the outer envelope.
- D. In order to protect the integrity of the sealed bidding process, failure to properly identify an offer according to these instructions may result in a disqualification of an offer from consideration.
- E. Offers shall be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, Indiana 46528 by the specified opening date and time. Offers arriving after the specified time will not be accepted. The City of Goshen is not responsible for late or lost offers due to mail service inadequacies, traffic or other similar reasons.
- F. No facsimiles or emails of offers will be accepted.
- G. All offers submitted become the property of the City and are a matter of public record.
- H. Response to this solicitation is an offer to contract with the City of Goshen.

**12. Withdrawal or Modification of Offers.**

Any modifications made to an offer before submittal must be initialed in ink by the Contractor's authorized representative. A Contractor may, upon written request, modify or withdraw their offer at any time prior to the opening date and time. A request to modify or withdraw an offer must be signed by the same person or persons who signed the original offer submitted. No offer may be modified or withdrawn after the opening of the offers.

**13. Alteration or Variation of Terms.**

The terms and conditions of the award will be those listed in this solicitation package and the resulting contract. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this solicitation or resulting contract shall be binding unless specifically agreed to in writing by the City. Further, no oral understanding or agreement shall be binding unless specifically agreed to in writing by the City.

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**14. Opening of Offers.**

The offers received will be opened in public by the Board of Public Works and Safety at the time and place shown in the Invitations for Bids. The reading of the offers, however, does not determine the award of the contract.

**15. Award.**

- A. The City of Goshen reserves the right to reject any and all offers, delete any portions of the project, or to waive any informalities or irregularities in any offer received.
- B. In evaluating offers, the City may consider:
  - (1) Whether the Contractor has submitted an offer that conforms in all material respects to the Specification Documents.
  - (2) Whether the Contractor has submitted an offer that complies specifically with the Specification Documents.
  - (3) Whether the Contractor has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.
  - (4) The qualifications of the Contractor, including the ability and capacity of the Contractor to perform the work described in the Specification Documents; the integrity, character, and reputation of the Contractor; and the competence and experience of the Contractor.
  - (5) Cost of work to be performed including which alternate is most advantageous to the City where alternate offers are submitted.
- C. If a contract is awarded, the City will award a contract to the lowest responsible and responsive bidder.
- D. The Contractor to whom a contract is awarded will be required to execute a written contract (See sample in Exhibit A) within fourteen (14) calendar days after award by the Goshen Redevelopment Commission and will be required to furnish the required performance bond and the payment and maintenance bonds as specified in the General Terms and Conditions section of these Specification Documents.

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**GENERAL TERMS AND CONDITIONS**

This section contains the general terms and conditions that will be part of the contract if a Contractor's offer is accepted by the City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by the City of Goshen Redevelopment Commission and the Contractor's authorized representative. The use of the words contractor, vendor, supplier, or bidder all have the same meaning for the company/business submitting an offer.

**1. Effective Date; Contract Term.**

- A. The contract shall become effective on the day of execution and approval by the City of Goshen Redevelopment Commission and the Contractor.
- B. Work on the project shall commence within thirty (30) calendar days from the receipt of the Notice to Proceed from the City. Site stabilization shall be completed by no later than October 15, 2016. Utilities and roadway improvements, up to and including, base pavement shall be completed by November 4, 2016. Surface pavement and final punch list items shall be completed by May 20, 2017.
- C. It is agreed by the parties that time is of essence and in the event completion of this project is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Contractor under this contract.

**2. Pricing; Quantities.**

- A. Offered prices shall cover and include all costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the project in accordance with these Specification Documents including incidentals whether or not specifically called for in these documents. Offered prices shall remain firm for a minimum period of sixty (60) calendar days after the opening of the bids.
- B. The quantities stated in the solicitation are estimates only, unless specifically stated otherwise. The estimated quantities of an item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparison of offers and determining the lowest responsible and responsive bidder. The actual number of units purchased may be more or less than the estimated quantities, and payment on the contract will be based on the actual number of units used in the project.
- C. Unit prices shall be entered and extended, and the total price shall be shown. Unit prices are to be offered on the basis of the unit specified. Under no circumstances will the

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

Contractor be paid anything on account of anticipated profits upon the work or any portion of the work covered by the contract, which is not actually performed or used in the construction of the improvements. If there is an error in calculation between the unit price and the total price, the unit price shall prevail.

- D. The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt. A tax exemption certificate will be provided if requested. The City of Goshen will not be responsible for any taxes levied on the Contractor as a result of this contract. However, if it is later determined a tax must be paid by the City of Goshen, the contract price will be adjusted to reflect this liability.

**3. Payments and Retainage.**

- A. Partial payments may be made as the work progresses no more frequent than thirty (30) days and based on estimates of the value of all work satisfactorily completed in accordance with these Specification Documents. The value of all work satisfactorily performed shall be as agreed upon by the City and the Contractor, and include detailed invoices for labor, materials and equipment used in the project. Payment(s) to Contractor for work rendered under this contract shall be made by City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of the Contractor has been attained. The detailed invoice shall include the total contract amount, payments to date, remaining contract balance, percentage of completed work, and, as applicable, labor materials and equipment used in the project. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.
- B. It is agreed that partial payments shall in no case exceed ninety-five percent (95%) of the value of the work properly performed or the materials or equipment delivered under this contract, and the remaining five percent (5%) shall be retained by the City until the work is substantially complete and construction records and drawings have been received and accepted by the City.
- C. Within sixty (60) days of completion of the work, the Contractor shall submit proof of payment made to all subcontractors, material suppliers, laborers, or those furnishing work under this contract before final payment is made.
- D. Upon completion of all the work included under this contract and the final inspection and acceptance of the work by the City, and after the Contractor has submitted acceptable evidence as to the satisfaction of all claims for labor and materials furnished under this contract, the Contractor shall be paid in full within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment may not be made on any amounts that are in dispute.
- E. Any payment made by the City before final acceptance of the work shall not affect the obligation of the Contractor to repair or replace any defective parts, or otherwise correct any work completed.
- F. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment.

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**4. Title: Risk of Loss.**

Title to all products, materials, equipment, drawings, blueprints, dies patterns, tools and all other property prepared or constructed by Contractor at Contractor's plant or elsewhere, or ordered for use in connection with the project for which the City of Goshen has made payment therefore or has furnished to Contractor at no charge, shall vest in and be the property of the City of Goshen and shall be identified as such. Contractor agrees to bear all risks of loss, injury destruction of goods and materials ordered herein which occur prior to acceptance/completion of the project. Such loss injury or destruction shall not release the Contractor from any obligation hereunder.

**5. Warranty.**

- A. All guarantees and warranties shall be clearly stated and submitted with the offer. The Contractor shall warrant all work furnished under this contract for three (3) years after final completion of the project to be free from defect of material and/or workmanship, and to conform strictly to the specifications, drawings, and/or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the City of Goshen for the work furnished.
- B. Under this guarantee, the Contractor agrees to make good without delay and at their own expense any failure of any such parts due to faulty materials, construction, or installation and further shall make good any damage to any part of the work caused by the failure.
- C. Any such work required due to the fault or negligence of the Contractor shall also be provided by the Contractor at no additional charge.
- D. Any work required as a result of erroneous site preparation furnished by the Contractor or otherwise required due to the fault or negligence of the Contractor shall also be provided by the Contractor at no additional charge.

**6. Inspection.**

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

**7. Patents/Copyrights.**

The Contractor agrees to indemnify, defend and hold harmless the City of Goshen from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patents or copy rights relating to the work specified in this contract.

**8. Ownership of Documents.**

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

**9. Independent Contractor Status.**

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

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**10. Nondiscrimination.**

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

**11. Employment Eligibility Verification.**

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

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

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

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

**12. Indemnification.**

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

**13. Insurance.**

- A. Prior to commencing work, the Contractor shall furnish the City of Goshen a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City of Goshen the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for 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. The Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability ..... Statutory Limits
  - (2) General Liability ..... Combined Bodily Injury and Property Damage

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

D. The Contractor shall be liable for the risk of all loss and damage to completed or partially completed work, buildings, personal property, materials, and other operations during the performance and until final completion and acceptance of this project. Partial acceptance of any payments that may be made shall not be a waiver of this condition.

**14. Performance Bond.**

- A. The successful bidder shall furnish the City a performance bond in an amount equal to one hundred percent (100%) of the contract price within fourteen (14) calendar days after award of the contract.
- B. The performance bond shall be conditioned on the faithful performance of the work in accordance with these Specification Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the work. The performance bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding the contract shall not in any way affect or operate to release or discharge the surety.
- C. The surety of the performance bond shall not be released until one year after the date of the City of Goshen's final settlement with the Contractor.

**15. Payment (Labor and Materials) Bond.**

- A. The successful bidder shall execute a payment bond to the City of Goshen, approved by and for the benefit of the City of Goshen, in an amount equal to the total contract price within fourteen (14) calendar days after award of the contract.
- B. The payment bond shall be binding on the Contractor, the subcontractor and their successors and assigns for the payment of all indebtedness to a person for labor and work performed, materials furnished or work rendered. The payment bond must state it is for the benefit of the subcontractors, laborers, material suppliers and those performing work.
- C. The payment bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding thereof shall not in any way affect or operate to release or discharge the surety.
- D. The surety of the payment bond shall not be released until one year after the date of the City of Goshen's final settlement with the Contractor.

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**16. Maintenance Bond.**

The successful bidder shall furnish the City of Goshen with a maintenance bond in an amount equal to ten percent (10%) of the total contract price upon completion of the project and acceptance of the project by the City and prior to the release of any surety bond. The maintenance bond shall guarantee for a period of three (3) years after the date of acceptance of the project by the City that all workmanship and materials used in the project are in accordance with the Specification Documents. The successful bidder shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting there from which shall be discovered within the guarantee period.

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

**18. Default.**

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



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6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the contract.
7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

**19. Termination.**

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

1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
2. The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

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

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

**21. Amendments.**

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

**22. 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.

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**23. Applicable Laws.**

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

**24. 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. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.
- 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 non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

**25. 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.

**26. Authority to Bind Contractor.**

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

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**GENERAL SPECIFICATIONS**

**1. Site Awareness.**

Bidders shall make whatever borings, tests and/or examinations necessary to fully acquaint themselves with conditions, so that the bidder may fully understand the conditions, which may affect the cost of the work. The Contractor must satisfy himself as to the character of the conditions that may be encountered. Failure to make such borings, tests and/or examinations which do not provide a complete understanding of the conditions encountered shall not relieve the Contractor of the responsibility for carrying out all the work to completion as shown on the plans, or as specified.

**2. Underground Conditions.**

The City of Goshen has performed minimal sub-surface investigations. The Contractor shall perform any sub-surface investigations necessary to become familiar with local conditions prior to bidding. There shall be no compensation for investigation work.

**3. Construction Schedule.**

- A. Offers shall be accompanied by a construction schedule detailing the time frame and order of work. The schedule shall include, but not be limited to the following activities:
1. Shop drawing submittal
  2. Material purchase
  3. Erosion control
  4. Traffic control
  5. Earthwork
  6. Sanitary installation
  7. Storm installation
  8. Water installation
  9. Testing
  10. Grading
  11. Curbing
  12. Site restoration
  13. Pavement
  14. Final cleanup
- B. The construction schedule shall be based on the assumption of being awarded a contract the week following the bid opening.
- C. Once the contract is awarded, the Contractor shall submit to the City of Goshen Engineering Department for acceptance any proposed adjustments in the construction schedule. Any adjustments shall generally conform to the original construction schedule submitted with the offer, and such adjustments shall not change the contract term.

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**4. Changes in Work.**

The City reserves the right to make any changes in the specifications and plans which may be deemed necessary either before or after beginning any work under this contract without invalidating it, provided that if alterations are made, the general character of the work as a whole is not changed. A change order may be issued by the City to add, delete, or change an item or items in the original contract, and it will become an addendum to the contract once approved and signed by both the City and the Contractor. The Contractor shall not be allowed to recover anything for work performed or materials used by reason of any change of this contract unless a change order is approved and signed by both parties. All additional charges made by the Contractor for such additional work and materials shall be in accordance with the bid pricing.

**5. Materials and Workmanship.**

Unless otherwise stipulated, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the best grade of the respective kinds of for the purpose intended. Materials and work called for in this contract shall be furnished and performed in accordance with well known, established practice and standards as recognized in the industry. When requested by the City, the Contractor shall furnish to the City for approval full information concerning materials or articles, which it contemplates using in the project.

**6. Work Included.**

The work under each item shall include all labor, materials, tools, equipment, supplies, cost of insurance and bonds, other miscellaneous costs, together with all of the work specifically described under each item and other work necessary to complete the project in accordance with the intent of these documents.

**7. Hours of Work.**

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

**8. Inspections.**

- A. The City's representative shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.
- B. The City shall have the right to reject materials and workmanship, which are defective or require correction. If any defects, omissions or nonconformance exist in the work the Contractor agrees to correct the defect, omission or nonconformance after written notice from the City. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the worksite without charge to the City. In the event that the Contractor fails, refuses or neglects to correct the defect, omission or nonconformance, then the City may correct the same and the Contractor agrees to pay on demand the cost and expense of making the correction.

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**9. Project Safety**

- A. It is the Contractor's responsibility to enforce compliance with any protective measure indicated in these specifications and as required by local, state and federal rules and regulations. The adequacy of all protective measures shall be the responsibility of the Contractor as to methods, strength and stability.
- B. The Contractor shall provide barricades, guardrails, scaffolding, signage and other safety measures as need in accordance with local, state and federal regulations.

**10. Job Site Safety.**

None of the specifications, conditions, plans or terms of the contract between the City and the Contractor shall be construed to impose any responsibility upon the City of Goshen, its employees, inspectors or other agents for the review, determination and/or supervision of job site safety. The construction means, manner and methods remain the sole responsibility of the Contractor. The City shall not be responsible for the failure of the Contractor to provide a safe work place for the employees, employees of other Contractors or the general public.

**11. Reflective Vests and Hardhats.**

The wearing of suitable reflective safety vests and hardhats by all workers on the project shall be mandatory. The Contractor shall be ultimately responsible for enforcement of all safety requirements for any work on the project. The requirements shall apply to truck drivers, suppliers, and equipment operators who are outside of their vehicles within the project limits.

**12. Cooperation.**

- A. The Contractor shall cooperate with all other Contractors who may be performing work on behalf of the City and workmen who may be employed by the City on any work in the vicinity of the bid work and shall so conduct their operations as to interfere the least possible extent with the work of such other Contractors or workmen. The Contractor shall promptly make good at his own expense any injury or damage that may be sustained by other Contractors or employees of the City as a result of the Contractor's action or inaction. Any difference or conflict which may arise between the Contractor and other Contractors or between the Contractor and the workmen of the City in regard to their work shall be referred to the City for resolution. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor of the City, the Contractor shall not have a claim against the City on account of the delay other than for an extension of time.
- B. When two or more contracts are being executed at one time in such a manner that work on one contract may interfere with that on another, the City engineer shall decide which Contractor shall cease work and which shall continue or whether the work on both contracts shall progress at the same time and in what manner.

**13. Standard Manufacturer.**

Whenever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment and supplies of the nature called for these Specification Documents for at least twelve months prior to the date set for opening the bids and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed in at least three instances and that the performance of such materials, equipment and supplies has been satisfactory.

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**14. Permits.**

Contractor shall obtain all permits in accordance with applicable regulations for local ordinances and state laws. The Contractor shall assume and pay any applicable fees for such permits. There will be no fee for permits issued by the City of Goshen; however, the applicable permit(s) must still be obtained.

**15. Disposal.**

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

**16. Utility Locations.**

- A. For protection of underground utilities, Contractor shall call Indiana's Utility Location Service at 811 or (800) 382-5544 a minimum of three working days prior to excavating in the vicinity of utility lines. All participating utility members will thus be routinely notified. This does not relieve the Contractor of notifying utility owners who may not be part of Indiana's Utility Location Service alert system.
- B. If the odor of natural gas is detected in a work area at any time during the course of work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of adjacent property. The Contractor shall advise the residents to evacuate their homes immediately if the odor is present within.

**17. Access to Public Services.**

Neither the materials excavated nor the materials used in the construction work shall be so placed as to prevent free access to all fire hydrants, valves, manholes, fire alarm or police call boxes in the vicinity.

**18. Piling Materials and Care of Structures.**

All excavated and other material shall be so piled as not to endanger the work and so that free access may be had at any time to all parts of the work and shall be kept neatly piled so as to inconvenience public travel or adjoining tenants as little as possible.

Proper provisions shall be made for the handling of materials and for the protection of traffic and public. Reasonable and satisfactory provisions shall be made for travel on sidewalks, crosswalks, streets, roads, railroads, and private ways.

**19. Payment.**

- A. The unit sum prices as offered to be paid for the respective items shall be payment in full for the completion of all work specified under each item, complete and ready for use, including any testing as specified. Payment shall be made under each item for all such work which is not specifically included under any other item.
- B. Any payment made by the City before final acceptance of the work shall not affect the obligation of the Contractor to repair or replace any defective parts, or otherwise correct any work completed.

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**20. Specifications.**

The following specifications will be the governing factors for this particular project. The City of Goshen's current Design Standards and Construction Specifications, Indiana Department of Transportation Standard Specifications, 327 Indiana Administrative Code Section 3 and 8, current Standard Detail Drawings and these project specifications and all other documentation included herein are to be complimentary and essential parts of the contract; a requirement occurring in one is as binding as though occurring in all.

If any provision of the Project Specifications conflict with the Standard Specifications given in the City of Goshen's current Design Standards and Construction Specifications, the Project Specifications shall be valid, the City's Standard Specifications which conflict shall be voided and the remainder of the Standard Specifications is valid. Anything not covered specifically by the Project Specifications shall be referred to the City's Standard Specifications. Anything not covered specifically by the Project Specifications or the City's Standard Specifications shall be referred to the current Indiana Department of Transportation's Standard Specifications and current Standard Detail Drawings and 327 Indiana Administrative Codes sections 3 and 8.

**21. Plans and Drawings.**

The plans and drawings related to this project are on file in the office of the City of Goshen Engineering Department and designated Waterford Commons Business Park, Tract 2, Job Number 2016-0033 Drawing No. X-2478.

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**SUPPLEMENTAL SPECIFICATIONS**

**1. Pre-Construction Meeting.**

The City of Goshen Engineering Department will schedule a pre-construction meeting shortly after the notice to proceed is given to review project issues. A representative of the Contractor, any subcontractors, and representatives from City Utilities, Street and Engineering Departments shall attend this meeting.

**2. Construction Video.**

The Contractor shall be responsible for providing pre and post-construction video recording of the construction corridor. The video recording shall provide good color frames and have sound capabilities used to point out existing surface conditions. A date and time stamp shall be visible during the extent of the production. Odometer readings shall be noted in one-tenth mile increments from a starting location at either end of the project. Pre-construction videos shall be delivered to the City of Goshen's Engineering Department two days prior to the start of construction. It is suggested that if possible the pre-construction video be made after a rain to show any existing drainage problems. Post-construction videos shall be delivered to the City of Goshen's Engineering Department two weeks prior to the request for release of retainage. Videos shall be recorded in digital format. The cost of pre and post construction videotaping will not be paid for directly, but shall be included in the various pay items of the contract.

**3. Traffic Control & Accessibility.**

- A. Traffic control for this project shall be performed in accordance with the Indiana Manual on Uniform Traffic Control Devices for streets and highways. Traffic control shall be specific and applicable to the aforementioned project.
- B. It should be noted that the Contractor shall be totally responsible for the maintenance of and orderly flow of traffic. Construction engineering and any flagmen, signs and barricades needed for the project shall be furnished by the Contractor.
- C. Contractor may, at his own expense, close one or more lanes of traffic or close a street and detour traffic during construction provided the following conditions are met:
  - (1) If the street is not closed, adequate driving lanes shall be left open to allow traffic passage around the construction.
  - (2) If the street is closed and traffic detoured, notification shall be given to affected residents and businesses at least 24 hours prior to closing.
  - (3) Sufficient flagmen, flashers, barricades, warning devices, or other equipment shall be provided to insure safety to the traveling public.
  - (4) The restricted traffic lanes or closed street shall be reopened, if feasible, when construction is not taking place.
  - (5) Prior approval from the Engineering Department of proposed lane closings, street closings, and detour routes shall be obtained, and the Contractor shall give proper notification of such to the police and fire communication center (533-4151).
  - (6) Contractor shall be responsible for any damage to pavement, curb, or structures caused by the Contractor, Contractor's agents, or by traffic which was diverted during construction.
- D. No premium will be paid if this work must be undertaken at night.



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**4. Notification by Contractor**

Sufficient notice shall be given by the Contractor to all municipal departments, public service corporations and property owners whose pipes, poles, tracks, wires, or conduits or other such structures may be affected by the work in order that they may protect, adjust, remove or rebuild them, or take such measures as they may desire to minimize inconvenience. The Contractor shall notify the City's Fire Chief twenty-four (24) hours in advance of the temporary blocking of any street. He shall also notify the City's Water Works Department and receive its authorized representative's approval before cutting into existing mains or shutting off water main services, except in cases of emergency.

**5. Public Convenience.**

During the progress of the work, the sidewalks and portions of the streets adjoining the work or in its vicinity shall not be obstructed or littered more than may be absolutely necessary and the adjacent sidewalks shall be kept clean. The convenience of the public and of the residents along the street shall be provided. Convenient access to driveways, houses and buildings along the street shall be maintained. Temporary approaches to and crossings of intersecting streets and sidewalks shall be provided and kept in good condition unless construction activities prevent it from occurring. Contractor shall collect resident's weekly trash and place said materials in a central location that can be collected by the City's trash collection company. The Contractor shall contact Allied Waste Management (ph: 574-522-1331) and determine where the designated trash disposal site is to be located. Drive by mail routes disturbed by construction shall have temporary mailboxes installed in a location designated and/or agreed to by the local post master. Mailboxes shall be of good condition and have the affected property's address posted on it.

**6. Compaction Requirement.**

Compaction of soils around and over all installed pipes shall follow the City of Goshen guidelines for the installation of pipe beneath a paved road. Compaction test, based upon the modified proctor, shall be run for each lift at intervals not to exceed 500 feet. Cost associated with required testing shall be incidental to the pipe material bid items. It shall be the responsibility of the Contractor to order these tests and provide the necessary documentation, verifying passing test, to the Engineer or duly authorized agent. Failed tests shall be followed by documentation of corrective measures and passing test results obtained in the same immediate locations.

**7. Testing.**

The Contractor shall be responsible for providing testing by an independent agency, incidental to the contract. Test reports shall be promptly submitted to the Engineer documenting passing and failed tests. Failed tests shall be followed by documentation of corrective measures and passing test results obtained in the same immediate locations.

**8. Dewatering.**

Dewatering for construction, should it be necessary, shall abide by all applicable rules and regulations for discharges. The Contractor shall assess the surface and sub-surface conditions prior to bidding and shall account for anticipated dewatering in the initial bid.

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**9. Utility Separation.**

Sewer to water main separation distances must comply with Section 38 of the Recommended Standards for Sewage Works, Latest Edition.

**10. Limitation on Open Trench.**

The Contractor shall not open, nor leave open, any more trench that is absolutely necessary and as approved by the Engineer/Construction Manager to carry out the construction work in an efficient manner.

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**11. Construction Tolerances.**

Construction deficiencies that exceed established tolerances are subject to rejection. Such deficiencies in construction and proposed corrective action should be identified by the Contractor as part of the record drawing process.

	Record Information			
	Survey Accuracy	Construction Measurement	Record Drawings	Construction Tolerance
Manhole Rim	X		Note Elevation on Plans	±0.1 ft
Manhole Invert	X		Note Elevation on Plans, See Note 1	±0.05 ft*
Gravity Sewer Slope			Note on Plans	±0.02%
Manhole Location	X		Note 2	±1.0 ft
Fire Hydrant	X		Note 2	±1.0 ft
Valve	X		Note 2	±1.0 ft
Valve Depth	X		Note 1	±0.1 ft
Air Vent	X		Note 2	±1.0 ft
Fitting		X	Note 2	±1.0 ft
Offset		X	Note 1, 2	±1.0 ft
Lateral		X	Note 2	±1.0 ft
Lateral Depth		X	Note 1	±0.25 ft
Corporation Stop		X	Note 2	±1.0 ft
Meter	X		Note 2	±1.0 ft
Blow Off Assembly	X		Note 2	±1.0 ft

\* Total deviation of both inverts at each end of a particular line shall be within ± 0.08 ft.

A. Notes:

- (1) The record drawings must be adjusted to reflect the actual elevation if the variances from the approved plans is more than 10% of the vertical scale.
- (2) The record drawings must be adjusted to reflect the actual location if the variance from the approved plans is more than 10% of the horizontal scale.
- (3) The record drawings must show dimensions and elevations.
- (4) Record drawing information must be shown in a manner to easily distinguish it from the original design.

**12. Water Main/Sewer Alignment.**

The alignment of the proposed storm sewer, sanitary sewer and water main may be adjusted to avoid obstacles with the Engineer's approval.

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**13. Rotating of Manhole Structure Cones.**

The rotating of any existing precast manhole structure cones out of proposed curb lines shall be incidental to the project where required as directed by the Engineer. New manhole structure cones shall be rotated out of the common vehicular tire path. General indicators for casting locations have been shown on the plans.

**14. Incidental Construction Items.**

Incidental construction items to be included with payment of the contract items include but may not be limited to:

- (1) Coordinating the removal, relocation or temporary support of utilities which conflict with the proposed construction;
- (2) Garbage pickup coordination with Allied Waste and mail delivery with the U.S. Postmaster.
- (3) Salvage and reinstallation of mailboxes disturbed during construction;
- (4) Sweeping streets, alleys, and other areas before resurfacing;
- (5) Compaction testing;
- (6) Water main PSI testing and bacteria testing;
- (7) Sanitary air and mandrel testing of the pipe and vacuum testing of the manhole structures.

**15. Signage.**

Contractor shall be responsible for the temporary use of existing stop signs, street name signs, etc. (including posts), as directed by the Engineer, incidental to other contract items.

Signage in conflict with proposed construction that is not required for temporary use shall be carefully removed and provided to the City of Goshen Street Department.

Post construction sign installation shall be performed by the City of Goshen Street Department. Contractor shall coordinate signage installation with the Street Department once phases of the construction corridor are complete.

**16. Contractor's Responsibilities for Matching Old Work to New.**

Where new work is to be fitted to old work the Contractor shall check all leading dimensions and conditions in the field and report any errors or discrepancies to the City or assume responsibility for their correctness and the fit of new parts to old. If such parts do not fit properly the Contractor shall make and pay for such alterations and/or new parts as may be necessary to assure proper fits and connections meeting the approval by the City. All concrete and bituminous edges shall be full depth saw cut prior to the new material being placed next to the existing material. All concrete sidewalks and drives shall be saw cut at existing joints as directed by the Engineer. Unless otherwise specified as a bid item, the cost of this work shall be included in the various items of this contract.

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**17. Pavement Marking Removal.**

Where existing pavement markings in or adjacent to the project are in conflict with proposed permanent or temporary pavement markings or lane configurations, the Contractor shall remove these by means approved by the Engineer, incidental to the project.

**18. Temporary Pavement Markings.**

Temporary pavement markings (removable tape or temporary paint as approved) shall be incidental to "Maintaining Traffic." Temporary markings shall be required for temporary traffic maintenance phases, as directed by the Engineer, and prior to permanent markings.

**19. Cooperation with Officials of the City.**

The Bidder's attention is directed to the fact, that the City has the legal authority to establish regulations covering streets, bridges, sewers and City water system and that any use or disruption of same is subject to their jurisdiction. Therefore, each Bidder is encouraged to consult with the City officials prior to submitting a bid on this contract, so that all regulations and established policies of the City are understood. The successful Bidder shall be required to establish close and continuous liaison with the City officials so that proper preparations and close cooperation can be maintained during the demolition work specified for this contract.

**20. Inspection Prior to Final Payment.**

When the Contractor considers that he has completed all work in accordance with the plans and Specifications, Contractor shall advise the City in writing that Contractor is ready for a Pre-Final inspection. The Contractor and City will make an inspection of the Project to determine the status of completion and make note of any item of work to be completed or corrected before the Project will be considered ready for final payment. Following the inspection, the City will prepare and deliver to the Contractor a list (Pre-Final Punch List) of the work to be completed or corrected and advised of any particulars in which he considers that the work does not comply with the requirements of the Contract and Specification Documents.

Upon receipt of the City's list of work to be completed or corrected and advisement on any particulars, the Contractor shall make such corrections within 30 calendar days and do such things as are necessary to meet the requirements.

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**21. Protection of Existing Facilities.**

The Contractor's attention is directed to the fact, that the Contractor will be required to take all necessary precautionary measures and to perform the work specified for this contract in such a manner, as to adequately protect and safeguard the existing pavement, drainage structures, mailboxes and other existing facilities (which are not to be replaced or repaired), from any damage due to construction operations. The Contractor's attention is also called to the fact that the operation of crawler-type construction equipment on the pavement in place will not be permitted and the operation of over-weight or oversize equipment on the pavement shall be governed by State Laws and Regulations. Any damage to existing facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the Contractor at his own expense. The Contractor's attention is specifically directed to Section 107 of the Indiana Department of Transportation's Standard Specifications, in regard to his responsibility under the contract. The Contractor will be responsible for any damage to public or private property in and out of the right-of-way.

**22. Sequence of Construction.**

It is the responsibility of the Contractor, upon notification of acceptance of bid, to prepare a construction schedule for establishing the controlling work activity. It is suggested that said schedule be in the form of a bar graph. The Contractor shall provide the construction schedule at or before the time of the Preconstruction Conference. The Contractor shall update the schedule on a weekly basis.

**23. Construction Drawings and Documents to the Successful Bidder.**

The successful bidder will receive three (3) complete sets of construction drawings and Documents at no cost to the Contractor.

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**PROJECT SPECIFICATIONS**

**1. Mobilization and Demobilization**

General Description

This work shall consist of all work necessary for the movement of personnel and equipment to and from the project site, except for seeding, and for the establishment and removal of all field offices, buildings, and other facilities necessary for the performance of the work. The maximum amount for this pay item shall be 5% of the total contract amount as bid. The mobilization portion of this item will be limited to 75% of the lump sum price. The balance of the lump sum price will be considered demobilization and will be paid for when all work including final clean up, is completed.

Measurement and Payment

The Contractor shall be paid on a lump sum basis for Mobilization and Demobilization.

**2. Erosion & Sediment Control**

General Description

The Contractor shall implement and maintain the approved Stormwater Pollution Prevention Plan (SWPPP) for the duration of the project and until the City is granted a Notice of Termination (NOT) from its Rule 5 erosion control permit. A draft copy of the SWPPP is included as **Exhibit C** and shall be used for bidding purposes and to implement erosion practices. The bid price shall include all labor, materials, and equipment to furnish, install and maintain the specified erosion control measures for the project.

Measurement and Payment

The Contractor shall be paid on a lump sum basis for Erosion & Sediment Control for the project. Owner will allow four (4) payments to the Contractor based on evenly distributed completion points between the initial installation of the temporary erosion control practices and the removal of the temporary practices and the installation of the post-construction practice.

**3. Clearing of Right-Of-Way**

General Description

Clearing of the right-of-way shall include the removal items such as shrubs, bushes, brush, mailboxes, poles, posts, and any other items directed to be removed by the Engineer that is not paid for elsewhere in these Specifications. All debris will be disposed of off-site in an approved manner according to all City, County and State statues.

Street and traffic control signs within the construction corridor shall be carefully removed, protected from damage, and provided to the City of Goshen Street Department at 475 Steury Avenue, Goshen, IN 46528.

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Pavement Removal

Pavement removal shall include all types encountered. All pavement removal limits shall be saw cut, and have a clean edge for pavement restoration, unless otherwise directed by the Engineer.

Measurement and Payment

The Contractor shall be paid on a lump sum basis for Clearing of Right-of-way.

**4. Maintenance of Traffic**

General Description

This work shall consist of furnishing, placing and maintaining all necessary signs, barricades, temporary pavement markings, fences, barriers, flagmen, adjustment of traffic signal equipment, and other traffic control devices for the protection of the work and safety of the public. These devices shall be in accordance with the Indiana Manual on Uniform Traffic Control Devices and Section 801 of the current INDOT Standard Specifications.

Installation and Maintenance

Contractor shall provide, approximately 2 weeks prior to the initial road closure date, Type 'A' construction signs posted at the ends of the project limits. These signs shall notify the public of upcoming closures and/or lane restrictions using the road name, day and month of the planned closure, restriction, etc. Contractor will be responsible for maintenance removal and salvage of these signs through the project sequence and after completion.

Access for waste disposal, mail delivery, school buses, and emergency vehicles shall be maintained at all times. Access to all residential and commercial properties may be closed for temporary periods for certain construction activities only as approved by the Engineer. Alternate ingress and egress approaches shall be made available during such closures and shall not exceed four days for concreting activities or 48 hours for all other activities. The Contractor shall coordinate these activities with the property owners/managers and the Engineer. Contractor shall be required to submit a maintenance of traffic plan for approval by the Engineer prior to beginning of construction. All excavations shall be barricaded, fenced, covered, backfilled or otherwise prepared so as to provide protection to the public.

All traffic control devices shall be maintained with no additional payment. Regulatory controls shall not be changed by the Contractor without prior approval of the Engineer. Regulatory controls may be relocated in order to permit necessary construction, provided these control devices remain effective and convey the intended meaning after relocation to a position which complies with the requirement of MUTCD. After completion of construction, regulatory control devices which were relocated to facilitate construction shall permanently be installed with no additional payment, in accordance with the plans, or as otherwise directed. All traffic control devices damaged, while being moved or handled shall be replaced by the Contractor with no additional payment. All other traffic control devices necessary to maintain safe traffic operations and routing shall not be removed, changed, or relocated, except as authorized by the Engineer. Traffic control devices moved without prior authorization shall be replaced with no additional payment.



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A watchman will be required to be on call 24 hours a day for the purpose of maintaining all traffic control devices when traffic lanes are restricted.

The names and telephone numbers of the Superintendent and one other responsible employee shall be furnished. These employees shall be on call and available at nights, weekends, and during other non-working periods to repair or replace all traffic control devices which may become damaged or inoperative.

The cost of maintaining traffic shall include the cost of all work, temporary signs, barricades, flagging operations, fencing and all other items required for the maintenance of traffic except for that work set out specifically as pay items or as otherwise provided for herein.

Measurement and Payment

The Contractor shall be paid on a lump sum basis for Maintenance of Traffic.

**5. Dewatering**

General Description

The work consists of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include: (1) constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions; (2) furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment; and (3) removing all such temporary works and equipment after their intended function is no longer required.

The Contractor shall furnish the Engineer, in writing, a proposed plan for diverting surface water, pumping groundwater, and locating and stabilizing water discharge locations before beginning any construction activities. Acceptance of this plan or the waiving of the plan requirement will not relieve the Contractor of the responsibilities related to this activity during the process of completing the work as specified.

Dewatering Excavation

Construction excavations shall be dewatered and kept free of wet conditions as necessary for the proper execution of the work. The contractor shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from around the wellhead will not be permitted.

Erosion and pollution control

Removal of water from the construction site, including any borrow areas, shall be accomplished so that erosion and the transporting of sediment and other pollutants are minimized.

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Removal of temporary works

When dewatering equipment is no longer needed, the Contractor shall remove and return the area to a condition similar to that which existed before construction. Areas where temporary dewatering equipment and stabilization pads were located shall be graded for sightly appearance with no obstruction to natural surface water flows or the proper functioning and access to the works of improvement installed. The contractor shall exercise extreme care during the removal stages to minimize the loss of soil sediment and debris that was trapped during construction.

Pipes, casings, and any other material used to dewater the site shall be removed from temporary wells. The wells shall be filled to ground level with clean gravel or other suitable material approved by the Engineer. The Contractor shall exercise extreme care to prevent pollution of the groundwater by these actions.

Regulatory Requirements for Dewatering Wells shall be Met

The contractor installing and operating a dewatering well as part of the work shall adhere to the requirement of Indiana Administrative Code, specifically 312 IAC 13-8. Specific requirements within the code are:

- a. A dewatering well shall be equipped with casing having a nominal diameter of at least one and one-fourth (1¼) inches.
- b. The casing shall be clean and free of grease, oil, or other contaminants that would impact water quality.
- c. Upon installation, a dewatering well must be fitted with a temporary cap which remains in place until pumping equipment is installed. The cap shall be of a type that prevents vermin or other potential contaminants from entering the well.
- d. Earthen materials shall be placed around the well casing to drain surface water away from the dewatering well.
  - (i) If a dewatering well casing is removed following use, the remaining borehole shall initially be filled with granular, pelletized, medium grade, or coarse grade crushed bentonite a minimum of one (1) foot thick. The remainder of the borehole shall be: (i) filled with natural earth materials obtained during the drilling process to the ground surface; and (ii) thoroughly tamped to minimize settling.
- e. If a dewatering well casing is removed following use and the well site will be excavated as part of the construction project, the remaining borehole shall be: (i) filled with natural earth materials obtained during the drilling process to the ground surface; and (ii) thoroughly tamped to minimize settling

Measurement and Payment

The Contractor shall be paid on a lump sum basis for completed dewatering.

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**6. Construction Staking & Record Drawings**

General Description

The Contractor shall be responsible for the field layout of all work including the establishment of all lines and grades necessary for proper execution of the work. An Indiana Registered Land Surveyor (Surveyor) shall be retained to provide construction layout/surveying and record drawings for the improvements as shown in the project plans and specifications. Prior to the commencement of construction, the Contractor shall make known to the City the person responsible for this work.

Supervision

The Contractor shall be responsible for the supervision of said construction engineering personnel and any and all errors resulting from the operations of such personnel and shall be corrected at the Contractor's expense.

Bench Marks

Locate existing benchmarks and run level circuit to check elevations. Set new benchmarks (if needed) every 500 feet. Bench mark data sheets shall be provided to the City.

Monument Preservation

Contractor's Surveyor shall preserve and perpetuate existing property corners and section corners, which are at risk from construction operations. Damaged or destroyed property and/or section corners shall be remonumented by a Registered Land Surveyor only. The cost for remonumentation shall be considered incidental to the project.

Construction Staking

Surveyor shall stake all structures and other project related items including, but not limited to manholes, utility pipe, fire hydrants, valves, tees, plugs, roadway horizontal and vertical control, etc.

Stake right-of-way and easement lines as needed.

City Assistance

Contractor's employees and/or Surveyor shall assist the City, upon request, verify the accuracy of lines, grades, elevations and/or finished construction is in conformance with these specifications as previously directed.

Pavement and Gutter Grades

All final pavement and gutter grades shall provide proper drainage. There shall be no areas where water ponding occurs after the completion of the project. Contractor is responsible to correct all identified problems at no additional cost to the City.

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Survey Field Notes

Field notes shall be kept in standard field notebooks in a clear, orderly and neat manner consistent with standard Engineering and Surveying practices and procedures. A copy of the project field notes shall be provided upon request.

Record Drawings

The Contractor shall furnish to the City a complete set of “as-built”/record drawings with all deviations, changes, errors, omissions, underground utilities, including structure invert and rim elevations, pipe slopes, hydrants, valves and fittings, tap locations, pipe size, type, elevations, and lengths, center line and gutter elevations plainly marked, verified in writing that their drawings are true and accurate. The “as-built”/record drawings need to be prepared by and certified by a Registered Land Surveyor and shall be provided in hard copy and electronic format compatible with AutoCAD 2013.

For closure of the City’s SRF loan, the City must file final record drawings as part of the closure documents. Contractor shall maintain the record drawings through the construction process so the final record is ready prior to the final request for payment.

Record drawings shall include the following, but shall not be limited to:

Sewer Installation

1. Field measured location and inverts of all manholes.
2. Field measured location and inverts of all catch basins and inlets.
3. Size, length, material type and constructed slopes of all installed pipes.
4. Field measured location and depth of all sanitary service laterals. Locations for laterals shall be measured linearly from the downstream manhole.
5. Location of all buried utilities that cross the installed utility (i.e., water, gas, telephone, electric, etc.).

Water Main Installation

1. Field measured location and depth of constructed water main.
2. Field measured location and depth of constructed water services.
3. Field measured location of all water valves. Valves shall be dimensioned off of the adjacent street centerline and the nearest cross street centerline, and the nearest property iron.
4. Field measured location of all fire hydrants.
5. Field measured location of any “Tee” or “Cross” or “Angle” fitting.
6. Field measured location of any reducers.
7. Identify all buried utilities that cross the installed utility (i.e. sewer, water, gas, telephone, electric, etc.)

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Roadway

1. Centerline of flow line profile grade not conforming with plans.
2. Centerline monumentation.
3. Right-of-way monumentation.

General

1. Contractor's name, address, Contractor's superintendent, year constructed, and project inspector's name. (CAD block via email upon request) See Contractor Detail.
2. The Contractor shall certify the accuracy of all record drawings.

Measurement and Payment

Construction staking shall be paid for on a lump sum basis.

**7. Construction Notice Board**

General Description

The bid price shall include, but will not be limited to, all materials, equipment, and labor necessary for installing the construction notice board to be furnished by the City. Contractor shall provide the supports, earth excavation, disposal of excess material, removal, and restoration after construction is completed.

Sign Materials

- (1) The notice board shall be constructed with 4' x 4' x 1/2" plywood, exterior grade, good surface one side.
- (2) Notice board graphics shall be professionally prepared.
- (3) Painting graphics or plastic board overlays, permanently affixed, are permissible.
- (4) Notice board shall display the information as detailed or as specified at the pre-construction meeting.
- (5) Notice boards may be reused, but they must be clean and show no evidence of former wording.

Lettering

- (1) Lettering style shall be Helvetica or similar typeface.
- (2) Lettering color shall be black.
- (3) Background color shall be white.
- (4) The size of the City's logo shall fit the available space as detailed.
- (5) The color of the City's logo shall be green.
- (6) Lettering Size: Title should be 2" capital letters. General project information should be 1-1/2" capital letters. Contact information and phone number should be 1" capital letters.

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Notice Board Support

- (1) Notice board shall be erected on two solidly set 4" x 4" posts placed 12 to 24 inches into the ground.
- (2) Post length shall be at least 7 feet above the ground. Two 2" x 4" diagonal braces shall be nailed to the inside back of the posts and staked to the ground to provide stability against wind or soft soil conditions if posts are less than 24 inches into the ground.
- (3) The notice board shall be attached to the posts with four lag bolts and washers (3/8-inch diameter and 3-inch long).

Notice Board Location

- (1) Notice boards shall be located at either end of the construction or as directed by the City's representative.
- (2) Notice board shall be located 5-feet inside the street property line.
- (3) Top of the notice board shall be located between 7 and 9-feet above grade.
- (4) Notice board shall be totally visible to pedestrians.
- (5) Notice board shall be located to not pose a line of sight issue.

Maintenance and Removal Of Notice Board

- (1) The Contractor shall maintain the notice board in good condition throughout the site improvement construction period, which shall extend through the time of final construction approval by the City of Goshen.
- (2) Notice board shall be removed within 14 days after final construction approval.

Measurement and Payment

The Contractor shall be paid on a per each basis for the Construction Notice Board.

**8. Polyvinyl Chloride (PVC) Pipe**

General Description

The bid price shall include, but will not be limited to, all cost for labor, materials, tools, equipment, backfill material, backfilling, excavation and compaction.

Pipe Material

The pipe shall conform to ASTM Designation D3034 with a minimum SDR rating of 35 for 4" to 15" diameter sewer and ASTM F-679 for sizes 18" and larger, or ASTM Designation D2241, with a SDR rating of 26, each with bell and spigot joints. All PVC sewer joints shall be water tight and meet the requirements of ASTM Designation D3212. Installation of the pipe shall conform to ASTM Designation D2321.

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The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipes shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

Pipe Fittings

PVC fittings shall meet the requirements of ASTM Designation D3034. The connections shall be manufactured to accept 6 inch PVC pipe as specified in these specifications. The location of these "TEE" connectors will be determined by the Engineer in the field.

Contractor shall supply and install all necessary 6"-45 deg. Bends, plugs, and other fittings which may be required for the installation of the sewer main. All such fittings, unless listed in the itemized offer, shall be considered incidental to the respective sewer items and will not be measured for payment.

Service Laterals

Construction of a sanitary service lead shall include, but not be limited to, all materials, work and operations necessary for constructing building connections from the "WYE" on the main to the end point designated by the plans. This includes sewer pipe, fittings, temporary plugs, clearing and grading, material, protection of existing structures and utilities, cleanup, and other operations necessary to complete the work as shown on the plans or as specified.

Pipe Material

Building connections shall be of the same material as the mainline sewer.

Lateral Locations

Wye connections for lateral services shall be installed at all locations identified on the plans and as required in the field to connect a live building connection.

Building Connection Construction Limits

New building connections shall extend from the sewer main to the adjacent property line. The connection shall be laid with a minimum rise of 1/8-inch per foot. A cleanout with a removable watertight plug shall be installed in the end of each connection. The terminus of the building connection shall be at a depth to provide satisfactory fall between the building and the installed pipe.

Marking Lateral Locations in New Construction

The terminus of each building connection shall be marked by a 2-inch by 2-inch green treated wooden stake that shall extend vertically from the plugged end to within 1/2-inch of the surface. A 1/2-inch reinforcing rod, 12-inches long, shall be attached to the 2 inch by 2-inch stake so the end of pipe lateral location can be located using a metal detector.

Marking Lateral Locations in Projects with New Curb

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All building service connections shall have an “S” for sewer cut or stamped into the concrete curb when construction includes new curb. The cut/stamped letters shall be at least 2-inches wide and 2-inches high.

Recording Lateral Locations

The Contractor shall keep a record of the location of all building connections, tees, and the other openings in the sewer. Locations shall be recorded from the nearest downstream manhole to the center of the lateral. Lateral location information shall include the installed depth from finish grade at the pipe’s terminus at the property line. All such locations shall be compiled in a neat readable manner and documented on the record drawings.

Maximum Trench Width

The maximum trench width shall be as shown in the project plans and details unless altered by the Engineer in writing. The additional expense for excavation and pavement replacement made necessary by a wider trench with will be incidental to this item and no additional compensation will be made to the Contractor.

Backfilling

The Contractor shall not backfill sewers above the top of the pipe until the sewer elevations, gradient, alignment and the pipe joints have been installed correctly. The Engineer or his/her duly authorized agent shall retain the capacity to check, inspect, and approve all sewer elevations, gradient, alignment, and pipe joints at any time during construction.

All sewer pipes as soon as laid shall have the space between the pipe and the bottom and sides of the trench packed full by hand and thoroughly tamped and compacted with a shovel or light tamper, as fast as placed, in lifts not to exceed four (4) inches up to a depth of at least eight (8) inches above the top of the pipe. The filling shall be carried up evenly on both sides. Care shall be taken that no rock, frozen material, or other hard substances are placed in contact with the pipe.

Material for backfilling the space between the pipe and the bottom and sides of the trench and for covering to a depth of two (2) feet, shall be No. 8 thru No. 11 crushed stone, free from stones larger than two (2) inches, frozen material or other hard substances (except for conditions hereinafter defined). Stone backfill shall be incidental to the pipe material bid item.

The remainder of the trench shall be backfilled by using the material originally excavated (except for conditions hereinafter defined), to a height slightly above the original elevation of the ground. Backfilling shall not be left unfinished for more than 100 feet behind the completed pipe work.

No heavy rock shall be dropped into the trench nor placed within three (3) feet of the sewer pipe. In depositing rock in the trench care must be taken that the rock does not injure the structure. All spaces between pieces of rock shall be filled with earth to insure there being no voids.



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Backfilling from eight (8) inches above the top of the pipe to final grade shall be made in lifts not exceeding two (2) feet in depth, and shall meet the compaction requirements of 98% modified proctor density when beneath pavement and 95% in all other locations.

All backfill material shall be "B" borrow or better or shall be approved by the Engineer.

Sewer Proximity to Other Utilities

Where the sewer is shown or noted on the plans to be constructed parallel to and close to any existing water main, sanitary sewer, telephone line, gas line, or fiber optic line, the exact location of which is not shown, the Engineer may shift the location of the new sewer where possible to avoid interference. No additional compensation will be allowed for the shifting of the sanitary sewer to avoid such interference. In general, the Contractor shall determine the exact location of existing utilities before starting construction as part of the work under these items.

Testing

Infiltration - Exfiltration

It shall be the intention of these specifications to secure a sewer system including manholes with a minimum amount of infiltration and exfiltration. The maximum allowable infiltration and exfiltration shall be 200 gallons per inch pipe diameter per mile per day, per inch of diameter of sewer, per 24-hour day, at any time during the day. The joints shall be tight and visible leakage in the joints in excess of that specified above shall be repaired by the Contractor, at the Contractor's own expense, by any means found necessary. It shall be the Contractor's responsibility to conduct the necessary tests, or to make arrangements (at no additional cost to the owner) for the tests to be made by other qualified parties, to determine if the newly constructed sewer system meets the requirements mentioned above. The infiltration and exfiltration tests shall be made in the presence of the Engineer or his duly authorized agents. (The results of the infiltration and exfiltration test on the newly completed sewer must be submitted to the Indiana Department of Environmental Management, within three (3) months of completion of the sewer construction.)

In accordance with the above specifications, the maximum allowable quantity shall be as set forth in the following tabulations:

<u>Pipe Diameter</u>	<u>Gallons per Day per Linear Foot</u>
6" X 0.0378787 =	0.2273
8" X 0.0378787 =	0.3030
10" X 0.0378787 =	0.3788
12" X 0.0378787 =	0.4545
15" X 0.0378787 =	0.5682

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$$18'' \times 0.0378787 = 0.6818$$

$$30'' \times 0.0378787 = 1.1364$$

Low-Pressure Air Test

This test shall be performed according to ASTM F 1417 “Test Method for Installation Acceptance of Plastic Gravity Lines Using Low-Pressure Air.” This practice for testing shall be performed on lines after connection laterals, if any, have been plugged and braced adequately to withstand the test pressure, and after the trenches have been backfilled for a sufficient time to generate a significant portion of the ultimate trench load on the pipe line. The time between the completion of the backfill operation and air testing shall be determined by the Engineer or the Engineer’s duly authorized agent.

Plug all openings in the test section. Add air until the internal pressure of the line is raised to approximately 4.0 psi. After this pressure is reached, allow the pressure to stabilize. The pressure will normally drop as the air temperature stabilizes. This usually takes 2 to 5 minutes, depending on the pipe size. The pressure may be reduced to 3.5 psi before starting the test. Start the test when the pressure has stabilized. If the pressure drops more than 1.0 psi during the test time, the line is presumed to have failed the test. If a 1.0 psi drop does not occur within the test time, as shown in the following table, or as calculated and defined in ASTM F1417 for other lengths, the line has passed the air test.

Pipe Diameter, in.	Specification Time for Length (L) Shown, min:s							
	100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
8	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
30	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15

Groundwater above the pipe will reduce air loss. If the section of pipe under test shows significant infiltration, the Engineer or the Engineer's duly authorized agent may require an infiltration test.

Deflection Testing

Deflection measurements shall be made on mainline pipe upon completion of the project providing the pipe has been installed for not less than 30 days and not more than 12 months prior to testing.

Note: The period of 30 days to 12 months is deemed an adequate time period for the soil to settle and stabilize. This phenomenon is dependent on geographical climatic conditions such as: heavy rains or snows, changing water tables, extended dry period or freeze-thaw cycles. The Engineer shall designate when the testing will be performed.

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Instructions for mandrel deflection testing are as follows:

1. Completely flush the line making sure the pipe is clean of any mud or trash that would hinder the passage of the mandrel.
2. During the final flushing of the line, attach a floating block or ball to the end of the mandrel pull rope and float the rope through the line. (A nylon ski rope is recommended).
3. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.
4. Connect a second rope to the back of the mandrel. This will enable you to retrieve the mandrel if excess deflection is encountered.
5. Remove all the slack in the pull rope by gently pulling the rope at the far manhole. After the slack has been removed, place a tape marker on the rope close to the pipe where the mandrel will exit. If mandrel encounters excessive deflection, the marker will provide a means of measuring the travel distance of the mandrel so that the deflected area can be located.
6. Draw mandrel through the sewer line.
7. An increasing resistance to pull is an indication of excessive deflection. If this occurs, measure beginning marker on rope to the manhole. Locate section and replace bedding or pipe if visual examination reveals damage.
8. Retest.

Measurement and Payment

Quantities for payment under this item shall be measured per linear foot installed measured along the centerline of the pipe between manholes and shall exclude the overlap portion of the pipe at joints. When the pipe connects to structures, the pipe section will be measured to the interior face of the structure.

**9. Sewer Manholes**

General Description

For the unit price bid, the Contractor shall furnish all materials and do all work necessary to construct in place the manholes, drop connections, and appurtenances, complete and ready for operation, as shown on the plans, as specified, or as ordered by the engineer.

Work included under these items shall be all earth excavation, backfill, sheeting, shoring, disposal of excess material, cleanup and all concrete, reinforcing steel, masonry work, ductile iron steps,

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cast iron frames and covers, pipe and fittings, and all other work and materials necessary to complete the manholes and appurtenances as shown on the plans, as specified, and as ordered by the Engineer, except such work as is specified included under other contract items.

Manhole Requirements

Manholes shall be 4 foot in diameter and shall be constructed of precast concrete in accordance with the ASTM Specifications for "Precast Reinforced Concrete Manhole Risers and Tops", designation C-478. The minimum wall thickness shall be 5 inches. Unless otherwise specified or shown on the plans, manhole tops shall be of the eccentric cone type. Precast flat covers and flat bottoms shall be a minimum of 8 inches thick reinforced with two layers of steel with a minimum area of 0.39 square inches per linear foot in both directions in each layer. Each section joint shall contain a rubber O-ring gasket or mastic type sealer as approved by the Engineer. Each section shall contain standard manhole steps constructed of ductile iron. Drawings of the manholes must be submitted to the Engineer for the approval prior to construction.

Flat Slab Top

A flat top slab design shall utilize the appropriate sections of ACI 318. The slab shall have a minimum thickness of 6-inches for risers up to and including 48-inches in diameter and 8-inches for larger diameters. The flat slab access opening shall be a minimum of 24-inches in diameter, and shall be additionally reinforced with a minimum of the equivalent of 0.20-in<sup>2</sup> of steel at 90-degrees. The flat top joint with the manhole base, riser or top section shall be formed with a male and female end.

Rubber Pipe Gaskets

All manholes used on this project shall have flexible rubber gaskets cast in place for each sewer invert. The gaskets shall be installed so that the sewer pipe can be inserted through the gasket and the gasket sealed to the sewer pipe through the use of a compression wedge or ring. The end result shall produce a watertight, flexible connection between the sewer pipe and the manhole wall.

Manhole Steps

Manhole steps shall be ductile iron or plastic coated steel meeting the loading requirements of ductile iron. Steps shall be installed in vertical alignment.

Frames and Covers

Manhole covers shall be Neenah R1772A or 1772B with Type B lid or approved equal.

All manhole frames and covers shall be of gray iron free from any blowholes, etc., and shall conform to ASTM Designation A-48.

Frames and covers shall be rated for H20 and H20S loading conditions (16,000 lbs.) as designated in AASHTO "Standard Specifications for Highway Bridges".

Where manhole covers are located in ditch lines or points where excessive infiltration may occur, said covers shall be made watertight.

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Separation of collection systems from water mains

- (a) Sanitary sewers shall not be located within ten (10) feet of any existing or proposed water mains, when measured horizontally from the outside edge of the sanitary sewer to the outside edge of any existing and proposed water mains, unless the sanitary sewers and the water main comply with the following:
  - (1) The sanitary sewer and water main must cross with the sanitary sewer and water main separated by a minimum of eighteen (18) inches measured vertically from the outside edge of the sanitary sewer to the outside edge of the water main.
  - (2) The crossing specified in subdivision (1) must be at a minimum angle of forty-five (45) degrees measured from the centerlines of the sanitary sewer and water main.
- (b) A shorter separation distance than that specified in Subsection (a), from above, is allowed if the following is conducted within the separation distances specified in Subsection (a):
  - (1) The sanitary sewers be pressure tested to 150 PSI and meet all water main pressure testing requirements as described in 327 IAC 8-3.2-17(a).
  - (2) The sanitary sewer shall be constructed of materials in conformance with ASTM D2241-96b, standard specification for polyvinyl chloride (PVC) pressure-rated pipe, and having a SDR (standard dimension ratio) of 21.
  - (3) The sanitary sewers and water mains are not in contact.
  - (4) Any sanitary sewers joints are a compression type joint that are placed equidistance from the water main.
  - (5) The sanitary sewer and water main are laid on separate trench shelves.
- (c) No sanitary sewer manhole shall be within eight (8) feet of a water main as measured from the outside edge of the sanitary sewer manholes to the outside edge of the water main.

Structure Marking

The following information shall be legibly marked on each precast concrete structure: specification of manufacture, date of manufacture, name or trademark of manufacturer, structure number as designated on the plans.

Structure Inspection

The quality of material, the process of manufacture, and the finish structure shall be subject to inspection and acceptance by the Engineer.

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Structure Repairs

Repairs of concrete structures is acceptable, if necessary, because of imperfections in manufacturing or damage during handling, and will be acceptable if, in the opinion of the Engineer, the product conforms to the specifications and will provide the required service life without failure. Depending on the damage, the Engineer may allow the repair to be performed by the contractor or may require the repair to be made by the material manufacturer.

Joints

All joints between the structural components (i.e. casting, grade rings, risers, and base) of the structure shall be sealed with a generous quantity of mastic material. Joints not sealed or damaged during paving shall be disassembled by the contractor, at no additional charge, and resealed.

Grade Rings

Grade rings shall be installed no more than two high and shall extend no more than 12-inches above the primary structure. Exceeding these limitations will require either resetting the structure or replacement of a structural section if multiple sections exist.

Grade rings shall be subject to rejection if fractures or cracks pass through the wall, if surface defects indicate honeycombed or open texture that would adversely affect the structure, if damaged or cracked ends exist that would prevent a satisfactory joint, or any continuous crack having a width of 0.01-inches or more.

Testing

The proposed manholes shall be air tested in accordance with ASTM C1244-93, "Standard Test Method for Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test". This test shall demonstrate the integrity of the installed materials and the construction procedures. This test method is used for testing concrete manholes sections utilizing mortar, mastic, or gasketed joints. The general requirements of the test are that all lift holes and any pipes entering the manhole shall be plugged. A vacuum of 10 inches of mercury will be drawn and the drop of vacuum to 9 inches of mercury over a specified time will be used to determine the acceptability of the manhole. If the manhole fails the initial test, necessary repairs shall be made by an approved method. The manhole shall be retested until a satisfactory test is obtained.

Measurement and Payment

Manhole structures shall be paid for on a per unit basis for each respective size.

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**10. Storm Structures**

General Description

Storm structure construction shall include all materials, earth excavation, backfill, sheeting, shoring, disposal of excess material, cleanup, concrete, reinforcing steel, masonry work, steps, cast iron frames and covers, pipe and fittings, and all work necessary to construct in place manholes, drop connections, and appurtenances, complete and ready for operation, as shown on the plans, as specified, or as ordered by the Engineer.

Catch Basin Structure

The catch basin shall be manufactured to the dimensions shown in the Standard Details or as noted on the Plan and Profile sheets, but in no case shall the internal diameter of the riser be less than 30-inches with a minimum sump depth of 3-feet from the lowest pipe invert in the structure. Structures in the curb line should be offset with the majority of the structure away from driving areas in so far as possible. The structure shall be cast of precast concrete meeting the requirements of ASTM C-478, latest edition, for "Precast Reinforced Concrete Manhole Sections." The 28-day compressive strength for the concrete shall be 4000 psi, and no structure shall be transported and delivered to a project until 14-days of curing has occurred. Structures determined to be younger than 14-days will be deemed "Green" and will be rejected for installation in the project. The minimum wall thickness shall be one twelfth (1/12) of the largest internal diameter.

Inlet Structure

The inlet shall be manufactured to the dimensions shown in the Standard Details or as noted on the Plan and Profile sheets, but in no case shall the internal diameter of the riser be less than 30-inches. Structures in the curb line should be offset with the majority of the structure away from driving areas in so far as possible. The structure shall be cast of precast concrete meeting the requirements of ASTM C-478, latest edition, for "Precast Reinforced Concrete Manhole Sections." The 28-day compressive strength for the concrete shall be 4000 psi, and no structure shall be transported and delivered to a project until 14-days of curing has occurred. Structures determined to be younger than 14-days will be deemed "Green" and rejected for installation in the project. The minimum wall thickness shall be one twelfth (1/12) of the largest internal diameter.

Structure Marking

The following information shall be legibly marked on each precast concrete structure: specification of manufacture, date of manufacture, name or trademark of manufacturer, structure number as designated on the plans.

Structure Inspection

The quality of material, the process of manufacture, and the finish structure shall be subject to inspection and acceptance by the Engineer.

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Structure Repairs

Repairs of concrete structures is acceptable, if necessary, because of imperfections in manufacturing or damage during handling, and will be acceptable if, in the opinion of the Engineer, the product conforms to the specifications and will provide the required service life without failure. Depending on the damage, the Engineer may allow the repair to be performed by the contractor or may require the repair to be made by the material manufacturer.

Pipe Sealing

Inlet and outlet openings around the pipe shall be brick and mortared closed. Interior mortar shall be finished smooth. The exterior pipe shall have a collar installed.

If the manufactured opening is incorrectly cored for field conditions, the opening shall be structurally repaired and a new opening cored or drilled. Under no circumstances shall an opening be elongated with a saw and busted out.

Joints

All joints between the structural components (i.e. casting, grade rings, risers, and base) of the structure shall be sealed with a generous quantity of mastic material. Joints not sealed or damaged during paving shall be disassembled by the contractor, at no additional charge, and resealed.

Grade Rings

Grade rings shall be installed no more than two high and shall extend no more than 12-inches above the primary structure. Exceeding these limitations will require either resetting the structure or replacement of a structural section if multiple sections exist.

Grade rings shall be subject to rejection if fractures or cracks pass through the wall, if surface defects indicate honeycombed or open texture that would adversely affect the structure, if damaged or cracked ends exist that would prevent a satisfactory joint, or any continuous crack having a width of 0.01-inches or more.

Frames and Covers

Frames and covers shall be Neenah Foundry Company, East Jordan Iron Works, or approved equal.

The manufactured material shall be gray iron free from blowholes, etc., and shall conform to ASTM A-48, latest edition.

Frames and covers shall be rated to carry H-20 and H-20S loading conditions (16,000 lbs.) as designated by AASHTO "Standard Specifications for Highway Bridges." Covers shall be rated bicycle safe and ADA compliant.



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Structure Proximity to Other Utilities

No sanitary sewer manhole shall be within ten (10) feet of a water main as measured from the outside edge of the sanitary sewer manholes to the outside edge of the water main.

Where the sewer is shown or noted on the plans to be constructed parallel to and close to any existing water main, sewer or gas line, the exact location of which is not shown, the Engineer may shift the location of the new sewer where possible to avoid interference. No additional compensation will be allowed for the shifting of the sanitary sewer to avoid such interference. In general, the contractor shall determine the exact location of existing pipelines before starting construction as part of the work under these items.

Basis of Payment

Payment for this item will be per each unit installed complete.

**11. Metal End Section**

General Description

The bid price shall include, but will not be limited to, all cost for labor, materials, tools, equipment, excavation, sheeting, shoring, dewatering, backfilling, and compaction to install complete and in place steel end sections for outlet ends of pipe.

Manproofing

Each end section is required to have steel barrier manproofing.

End Section Material

The end section material shall be Aluminized Type 2 Steel conforming to ASTM A-929, latest edition.

The pipe material shall be as uniform as commercially practical in its physical properties.

The pipe gauge shall be as provided by the manufacturer for the specified pipe, unless shown otherwise on the plans.

End Section Manufacture

The end sections shall be manufactured to show careful finished workmanship. There shall be no loosely formed seams or ragged shear edges.

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End Section Toe Plate

All end sections shall have installed a toe plate anchor constructed of 0.138-inch thick Aluminized Type 2 Steel. The toe plate anchor shall be match punched to fit hole in the skirt lip, and shall be supplied loose, and complete with 3/8-inch diameter aluminum alloy bolts.

End Section Connection to Pipe

End sections for smooth interior pipe shall be synched to a smooth taper sleeve and then inserted into the barrel of the pipe or pressure clamped on the exterior of the pipe.

Installation

The end section shall be supported evenly by the bedding and the slope and horizontal alignment of the end section shall match that of the pipe. Once the toe wall is properly placed into a narrow trench, the end section shall be completed with properly compacted backfill.

End Section Markings

The following information shall be legibly marked on each metal end section: material type and specification designation, date of manufacture, name or trademark of the manufacturer, and identification of the plant.

Markings shall be painted thereon with waterproof paint.

Material Inspection

The quality of materials, the process of manufacture, and the finish product shall be subject to inspection and acceptance by the Engineer.

Material Repairs

Repairs of the metal coating due to imperfections in manufacturing or damage during handling are acceptable if, in the opinion of the Engineer, the product conforms to the specifications and will provide the required service life without failure. Coating repairs shall be carried out in accordance with ASTM A-780. Depending on the damage, the engineer may allow the repair to be performed by the contractor or may require the repair to be made by the material manufacturer.

Basis of Payment

Payment for this item will be per each unit installed complete.

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**12. Ductile Iron Water Main**

General Description

The bid price shall include, but not be limited to, all pipe of the required sizes, fittings, joint materials, installation of pipe and fitting, bronze wedges, excavation and backfill, removal and disposal of water, miscellaneous restoration, concrete blocking as required or shown on the plans, sheeting, shoring, and protection of existing structures, testing, cleanup, and all other operations necessary to complete the work as shown on the plans or as specified.

Pipe Manufacturer

Pipe shall be as manufactured by Clow, United States Pipe and Foundry, American Cast Iron Pipe Company, Griffin, or approved equal.

The location of the water main may be shifted during the course of construction by the Engineer to avoid interference with existing utilities whose exact location are not known. No additional compensation will be allowed for the shifting of the water main to avoid such interference. In general, the Contractor shall locate all existing utilities prior to the start of the construction.

Pipe Materials

The pipe shall meet the requirements of the latest revision of AWWA Specification C151 and ANSI A-21.51. Ductile iron pipe shall be Thickness Class 50.

Each pipe shall have the weight and class designation conspicuously painted on it. Additionally, each pipe shall have cast on it the manufacturer's mark and the year in which the pipe was cast. The size of the letters and figures shall be as large as practicable.

Pipe connections may be mechanical joints or push-on joints. Mechanical joints shall be of the stuffing box type complying with ANSI A21.11 as modified by ANSI A21.51 for ductile iron pipe. Push-on joints shall comply with ANSI A21.51 for ductile iron pipe.

All pipes shall be furnished with a 1/16" thick cement mortar lining, which conforms in all respects to the latest revision of AWWA C104. The cement mortar lining shall be provided with a seal coat. The exterior of all pipes shall be bituminous coated.

Pipe Gaskets

Pipe with push-on joints shall have their gaskets conform to AWWA C-111 (latest revision). The rubber gaskets shall be made of vulcanized styrene butadiene rubber (SBR) unless otherwise specified by the Engineer. Reclaimed rubber shall not be used. When two hardnesses of rubber are included in a gasket, the soft and hard portions shall be integrally molded and joined in a strong vulcanized bond. Gaskets shall be free from porous areas, foreign material, and other defects that make them unfit for the use intended.

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Gasket Lubricant

Gasket lubricant shall be used to lubricate the parts of the joint for assembly. The lubricant shall be nontoxic, shall not support the growth of bacteria, and shall have no deterioration effects on the gasket material. It shall not impart taste or odor to water in a pipe when used in accordance with AWWA C-600, and the pipe has been flushed according to AWWA C-651. The lubricant containers shall be labeled with the trade name or trademark and the pipe manufacturer's name.

Pipe Installation & Placement

All water mains shall be laid to the alignment and depth shown on the plans unless directed otherwise by the Engineer. All pipes shall be bedded firmly on undisturbed earth with bell holes excavated beneath the bells. Should the Contractor excavate to a depth below the invert of the pipe without the directions of the Engineer, the pipe shall be laid on shaped bedding with compacted granular fill between the pipe and undisturbed earth at the Contractor's expense.

Water main 12-inches and smaller shall be installed with two silicon bronze wedges per joint. Water main 16-inches and larger shall be installed with four silicon bronze wedges per joint. Bronze wedges shall be spaced equally around the circumference of the pipe joint. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

Installed ductile iron pipe shall have a minimum burial depth of 5 feet (60 inches) and may vary to a maximum burial depth of 6 feet (72 inches) from the existing grade to the top of the pipe. Unless deflecting the pipeline to adhere to the project plans, specifications, existing grade or proposed grade, or to readjust the pipes location due to known conflicts, each pipe joint shall be pushed fully home and the pipeline assembly shall appear straight to the eye both horizontally and vertically. Required pipe deflection shall be limited to a maximum of 5-percent defection per joint unless otherwise specified by the manufacturer.

All pipe, fittings, valves, and hydrants shall be lowered carefully into the trench in such a manner as to prevent damage to water main materials, protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench. Where necessary, the trench shall be dewatered prior to installation of the pipe.

Examination of Material

All pipe, fittings, valves, hydrants, and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Engineer, who may prescribe corrective repairs or reject the material.

Pipe Ends

All lumps, blisters, and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign materials before the pipe is laid.

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Cleaning & Swabbing

If dirt enters the pipe, it shall be removed and the interior pipe surface swabbed with a 1 percent hypochlorite disinfecting solution. If, in the opinion of the Engineer, the dirt remaining in the pipe will not be removed by the flushing operation, then the interior of the pipe shall be cleaned by mechanical means such as a hydraulically propelled foam pig or other suitable device acceptable to the Engineer, in conjunction with the application of a 1 percent hypochlorite disinfecting solution to the interior pipe surface. The cleaning method used shall not force mud or debris into the interior pipe-joint spaces and shall be acceptable to the Engineer.

Pipe Plugs

At times when pipe-laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Engineer. The plug shall be fitted with a means for venting. When practical, the plug shall remain in place until the trench is pumped completely dry. Care must be taken to prevent pipe flotation, should the trench fill with water.

Prior to removal of the plug for extending the line or for any other reason, air and/or water pressure in the line shall be released.

Flooding by Storm or Accident during Construction

If the main is flooded during construction, it shall be cleared of the floodwater by draining and flushing with potable water until the main is clean. The section exposed to the floodwater shall then be filled with chlorinated potable water that, at the end of a 24-hour holding period, will have a free chlorine residual of not less than 25 mg/l. The chlorinated water may then be drained or flushed from the main. After construction is completed, the main shall be disinfected.

Maximum Trench Width

The maximum trench width shall be as shown on the plans unless altered by the Engineer in writing. The additional expense for excavation and pavement replacement made necessary by a wider trench width will be incidental to this item and no additional compensation will be made to the Contractor.

Backfilling

The Contractor shall not backfill water main above the top of the pipe until the alignment and the pipe joints have been checked, inspected and approved by the Engineer.

All main, as soon as laid, shall have the space between the pipe and the bottom and sides of the trench packed full by hand and thoroughly tamped with a shovel or light tamper, as fast as placed in layers not exceeding four (4) inches up to the level of the top of the pipe. The filling shall be carried up evenly on both sides. Care shall be taken that no rock, frozen material, or other hard substances are placed in contact with the pipe.

The main shall be covered by hand to a depth of at least eight (8) inches. The material shall be placed in layers not exceeding four (4) inches in depth, and each layer thoroughly tamped and compacted, with at least one tamping for each man depositing material in the trench.

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Material for backfilling the space between the pipe and the bottom and sides of the trench, and for covering to a depth of two (2) feet, shall be clean dry earth, free from stones larger than two (2) inches, frozen material or other hard substances (except for conditions hereinafter defined).

The remainder of the trench shall be backfilled by using the material originally excavated from the ditch (except for conditions hereinafter defined), to a height slightly above the original elevation of the ground. Backfilling shall not be left unfinished for more than 100 feet behind the completed pipe work.

No heavy rock shall be dropped into the trench nor placed within three (3) feet of the pipe. In depositing rock in the trench, care must be taken that the rock does not injure the structure. All spaces between pieces of rock shall be filled with earth to insure there being no voids.

Backfilling from the top of the pipe to final grade shall be made in lifts not exceeding twelve (12) inches in depth, and shall meet the requirements of 98% modified proctor density when beneath pavement and 95% in all other locations.

Testing

Ductile iron water main shall be installed and tested as per the manufacture's instruction and as per AWWA C600 "Installation of Ductile-Iron Water Mains and Their Appurtenances" (latest edition). Pipe shall be disinfected as per AWWA C651 "Disinfecting Water Mains" (latest Edition).

Pressure and bacteria testing of water main shall be performed progressively so that sections may be accepted and put into service and water service connections made.

See "Detailed Specifications – General" regarding "Water System Capacity"

Leakage Test

Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, hydrants, and services; or any valved section thereof: to maintain 100 psi pressure after all air has been expelled and the pipeline filled with water.

- 1.) No pipe installation will be accepted if the leakage is greater than that determined by the formula: Allowable leakage in gallons per hour shall be less than:

$$L = (S \times D) / 7,800 = \text{Gal./Hr.}$$

S = Length of Pipe (Feet)

D = Nominal diameter of pipe (inches)

- 2.) When hydrants are in the test section, the test shall be made against the main valve in the hydrant.
- 3.) Any leakage in excess of the above formula including hydrants, valves, and service connections will be repaired by the Contractor at his own expense.

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- 4.) The Contractor shall furnish all pumps, gauges, connections, measuring devices, or any other apparatus necessary to perform the leakage test. Leakage testing will be considered an incidental cost of water main and any cost thereof should be included in the unit prices of other pay items.

Bacteriologic Test

After final flushing, and before the water main is placed in service, 2 water samples, taken 24-hours apart, shall be collected from the new main and tested. At least one set of samples shall be collected from every 1200 feet of new water main, plus one set from the end of the line and at least one set from each branch. All samples shall be tested for bacteriological quality in accordance with Standard Methods for the Examination of Water and Wastewater, and shall show the absence of coliform organisms. If the presence of coliform organisms is detected, the Contractor, at his own expense, shall disinfect and retest the failed section until satisfactory results are obtained. Disinfection and bacteriologic tests are considered incidental of water main and any cost thereof should be included in the unit prices of other pay items.

If trench water has entered the new main during construction or, if in the opinion of the Engineer, excessive quantities of dirt or debris has entered the new main, bacteriological samples shall be taken at intervals of approximately 200 feet and shall be identified by location. Samples shall be taken of water that has stood in the new main for as least 16 hours after final flushing has been completed.

Measurement and Payment

The Contractor will be paid the actual number of linear feet of water main installed, as ordered and as specified. Pipe length will be measured along the centerline of the installed pipe, and will be measured for payment under the respective Contract Items. No deductions will be made for the laying lengths of valves and fittings, but will not include the length of the interior lap at each joint.

**13. Ductile Iron Fittings**

General Description

The item includes ductile iron fittings of the respective sizes as shown, or required, and described in the project plans. The Contractor shall furnish all fittings, joint material, installation of pipe and fittings, excavation, backfill, compaction, dewatering, sheeting shoring, and protection of existing structures, testing, miscellaneous cleanup, and all other operations necessary to complete the work as shown on the plans or as specified.

Manufacturer

Fittings shall be manufactured by Clow, United States Pipe, American Cast Iron Pipe, Griffin, Tyler Pipe or approved equal.

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Fitting Requirements

Fittings shall comply with all applicable provisions of AWWA C153, latest revision.

Fittings shall have a minimum working pressure of 350 pounds per square inch (psi).

All fittings shall be furnished with mechanical joint type ends meeting AWWA C111 and A21.11, latest revision. At joints where restraint is required, "set screw" retaining glands will be used and standard mechanical joint glands will be omitted. Restraint for additional lengths of pipe beyond fittings shall be calculated using the D.I.P.R.A. method of thrust calculations. Where additional restraint is necessary, mechanical joint pipe with retainer glands shall be used in place of slip joint pipe. Thrust blocking, as shown in the detail, may be used in lieu of additional joint restraints.

Fitting Identification

Each fitting shall have distinctly cast upon it the following information: manufacturer's mark, nominal diameters of all openings and the fraction of the circle on the bends. The letters and figures shall be cast on the outside and shall be as large as practicable.

Lining and Coating

Fittings shall be ductile iron and furnished with a 1/16-inch thick cement mortar linings which conform in all respects to the latest revision of AWWA C104. The cement mortar lining shall be provided with a seal coat. Fittings shall be bituminous coated on the outside.

Mechanical Joint Retaining Glands

Glands shall conform to applicable portions of AWWA C110, latest revision, and shall be manufactured from ductile iron. Each gland shall have a sufficient number of double heat treated parkerized steel square headed set screws, with cup points. When installed with 75 foot pounds of torque, the cup points shall bite into the surface of the pipe and prevent blow off or movement of the joint at a line pressure up to 200 pounds per square inch (psi). Glands shall be of the same manufacture as the fitting body and be equivalent to Clow fig. 1058.

Alternate joint restraint systems other than those discussed above will be substituted only after review and written approval by the Engineer.

Incidental Items

The cost of restraining glands shall be considered incidental to and included in the bid price for the ductile iron fittings.

Measurement and Payment

Ductile iron fittings shall be paid for on a per each basis per the fitting size and type.



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**14. Tapping Valve and Sleeve**

This bid item shall include, but shall not be limited to, the tapping valve, valve box, tapping sleeve, connecting pipe, joint materials, installation of valve, sleeve and fittings, excavation and backfill, removal and disposal of water, miscellaneous restoration, concrete blocking as required or shown on the plans, sheeting, coring, protection of the existing structure, testing, cleanup, and all other operations necessary to complete the work as shown on the plans or as specified.

Tapping Valve Manufacturer

Valves shall be manufactured by Clow, Mueller or an approved equal.

Tapping Sleeve Manufacturer

Sleeves shall be stainless steel and manufactured by Mueller H304, Ford FTSC, Romac FTS or an approved equal.

Valve Box Manufacturer

Valve box shall be manufactured by Tyler Pipe Industries, or approved equal.

Valve Requirements

Tapping valves furnished under this item shall conform to the latest revision of AWWA Standard C-509 except as otherwise specified.

Tapping valves shall be of the type suitable for installation with the corresponding tapping sleeve, and are not to be confused with standard gate valves.

End connections shall conform to the latest revision of AWWA Standard C-111 for mechanical joints. All valves shall be resilient wedge with mechanical joint ends, 200 psi working pressure, non-rising stem, O-ring seals, open left (counter clockwise) with an operating nut and 2-inch square wrench nut.

Valve stems shall be high strength manganese bronze having a minimum tensile strength of 80,000 psi, minimum yield strength of 32,000 psi and minimum elongation of 15% in two inches.

Stem seals may be of the O-ring type.

All valves shall be tested at a minimum of twice the working pressure of 200 psi.

Tapping Sleeve

Tapping sleeves shall comply with all applicable provisions of the latest revision of AWWA Standard C-110. Fittings shall be Class 350.

The tapping sleeve shall be built in two sections, designed to be assembled around the existing mains without halting service. Bolts for fastening together the two sections shall be stainless steel,

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closely spaced, and located so as to assure uniform gasket pressure. The sleeve outlet shall provide for a flanged connection. Tapping sleeves shall be furnished complete with joint accessories and shall be designed to fit all classes of pipe.

The sleeve shall have distinctly cast upon it, as large as possible, the following information: manufacturer's mark, nominal diameters of all openings and the fraction of the circle on all bends.

Valve Box

All valve boxes shall be cast iron, screw type boxes with the work "Water" cast in the lid. The valve boxes shall be five and one-quarter (5¼) inch shaft size and three piece type with a round base. The box shall have an enlarged bottom section, and a top section with cover. The cover shall be marked "Water". The valve box shall be adjustable from 46 to 72 inches.

Measurement and Payment

Quantities for payment will be per each for the respective size and type of valve and box installed as per the project specifications and drawings.

**15. Fire Hydrant Assembly**

General Description

This bid item shall include, but not be limited to: tee at main, hydrant, auxiliary 6-inch wedge valve and box, tie rods (or lug retaining glands), 6-inch pipe (as specified for the water main), connecting pipe fittings, joint material, installation of pipe and fittings, excavation, backfill, compaction, dewatering, miscellaneous restoration, concrete blocking as required or shown on the plans or as specified, sheeting, shoring, and protection of existing structures, testing, cleanup, hydrant marking sign, and all other operations necessary to complete the work as shown on the plans or as specified.

Manufacturer

Hydrants shall be Kennedy model K-81, American B84B-5, or approved equal.

Hydrant Standards

Hydrant shall be manufactured in accordance with AWWA C-502 (latest addition), have an Underwriters Laboratories, Inc. listing, and a Factory Mutual Research approval.

Hydrant Construction

Hydrants shall have a 6-inch inlet connection, a 5 ¼-inch hydrant valve, a 7-inch internal barrel diameter, and a metal wall thickness no less than 9/16-inch.

Inlet hydrant joint shall be a mechanical joint and shall be mechanically connected to the hydrant assembly using lug retaining glands.

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The base of the hydrant barrel shall be a minimum of five feet, six inches below grade.

All working parts of the hydrant shall be removable from the top of the hydrant without digging and without the use of a lifting device or special tools. Hydrant top casting is to be removable without shutting off the auxiliary water inlet valve.

Hydrant shall be of the compression-type closing with the line pressure.

The valve opening shall be 5 ¼-inch in diameter. The main valve assembly shall be designed so the bronze seat ring threads into a bronze bushing in the shoe allowing the seat ring to be removed from above ground without excavation.

The bonnet section shall be designed so all bearing surfaces and stem threads are sealed in a lubricant reservoir and automatically lubricated each time the hydrant is operated. Hydrant shall be shipped complete with lubricant.

The hydrant shoe shall have a 6-inch mechanical joint inlet and at least two drain plugs.

Hydrants furnished with a breakable feature that will break cleanly upon impact. This shall consist of a two-part breakable safety flange and stem coupling or breakaway lugs and breakaway stem coupling. It shall be designed to permit 360-degree rotation of the upper barrel without removal of the ground line flange bolts. Those depending on breakable bolts only, at the ground line flange as a safety device, will not be acceptable. The breakaway flange shall be set between 2-inches and 6-inches above grade.

Hydrant Outlets

Hydrant outlets shall include two (2) 2-1/2 inch nozzles, and one (1) 4-1/2 inch nozzle. Nozzle threads shall conform to ASA B-26 for “National Standard Fire Hose Coupling Screw Threads.”

Hydrant Color

Hydrants shall be painted yellow.

Hydrant Open Direction & Operating Nut

Hydrant shall open left (counter-clockwise) and have 1 ¼ -inch square operating nut.

Hydrant Warranty

Hydrant shall be backed by a 10-year manufacturer warranty. Warranty shall be provided to City in written form prior to project acceptance.

Water System Pre-Approval

New hydrants shall be bagged with burlap or of other approved rugged material, and sufficiently secured until final acceptance of the project, or portion thereof, by the Engineer and/or Owner. The cost to install and remove the required covering shall be incidental to the bid item.

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Measurement and Payment

Fire hydrant assemblies will be paid for on a per each basis, not including accessories.

**16. Water Service**

General Description

The bid shall include, but not limited to, water main tap, corporation stop, service line, curb stop, curb box and lid, curb box key, adapter fitting, tracer wire, excavation, backfilling, compaction, and all other operations necessary to complete the work as shown on the plans or as specified.

Manufacturer

Pipe shall be manufactured by Plexco, CSR, or an approved equal.

Corporation stops shall be manufactured by Ford or A.Y. McDonald Mfg.

Curb stops shall be manufactured by Ford or A.Y. McDonald Mfg.

Curb boxes shall be manufactured by Ford or A.Y. McDonald Mfg.

Curb box stationary rods shall be manufactured by the same manufacturer as the installed curb box.

Contractor is referred to the water main detail sheet for specific corporation stop and curb stop manufacturer model numbers.

Pipe Materials

Water main services shall be one (1) inch high density polyethylene (HDPE) DR9 in accordance with AWWA C800, AWWA C901, ASTM D2737, ASTM D3350, NSF-14, and NSF-61.

Corporation Stop

Corporation stop shall be of the plug valve type having an AWWA\C.C. inlet tread and a compression outlet connection.

Taps into the water main shall be made so that corporation stop is installed 45 degrees from the vertical axis of the main.

Curb Stop

Curb stop shall be of the ball valve type having a compression inlet and outlet connection. Exception to the compression outlet is permitted when reconnection to existing galvanized pipe is required.

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Curb Box & Lid

Curb box shall be an adjustable height 1” upper section Arch Pattern curb box. Curb box length shall be 6-inches longer the designated burial depth to allow for final grade adjustment.

Curb boxes located outside of paved areas shall be provided a 2-hole Erie Pattern. Curb boxes located within paved areas shall be provided with a Plug style standard pentagon brass plug.

Curb box base shall be cast gray iron, the upper section shall be steel, and the curb box cover shall be cast gray iron with the lettering “WATER”. All portions of the box shall be black dip coated.

Each curb box shall be supplied with a stationary rod that is 18-inches shorter than the maximum extension of the curb box for curb stop operation. The stationary rod shall be connected to the curb stop using a 1-1/4” brass cotter pin.

Water Service Burial Depth

Water services shall have a minimum burial depth of 60-inches, and shall be installed 90 degrees to the main.

Tracer Wire

Non-metallic water services shall be installed with electrically continuous insulated 12 gauge (minimum) AWG single conductor copper-clad carbon steel wire coated with a minimum 30 mil polyethylene jacket designed specifically for buried use. The insulating jacket shall be colored either white or yellow. Wire shall be loosely installed during conduit installation and shall be on average within one-inch (1”) of the installed conduit. Tracer wire shall be Reinforced Tracer Wire as manufactured by Copperhead Industries, LLC, P.O. Box 1081, Monticello, MN 55362, or approved equal.

The tracer wire shall terminate at finished grade around the curb stop valve.

Incidental Items

Incidental to the curb box line item one stationary rod key shall be supplied to the Water Utility for every 10 installed curb boxes.

Incidental to the curb box line item one pentagon key shall be supplied to the Water Utility for every 10 Plug style covers installed.

Measurement and Payment

The Contractor will be paid per actual linear foot of water service installed from the water main to the right-of-way. Corporation stops, curb stops and curb box & lid will be paid for on a per each basis. Tracer wire shall be incidental to the water service pipe.

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**17. Linear Grading**

General Description

For the bid price, the Contractor shall furnish all labor, material, equipment, excavation, hauling, grading and material disposal as shown on the plans, as required and as directed by the Engineer.

Grades

Corridor grading shall be established as denoted on the plans.

Material Stock Piling

The Contractor shall be responsible for stockpiling and hauling within the project limits as directed. Selected topsoil materials shall be stockpiled separately for reuse to support seeding and/or sod.

Removal of Material

No materials shall be removed from the site without the express approval of the Owner/Engineer.

The City does not have a location to waste any excess material that may be generated due to the construction. The Contractor, per the contract, shall dispose of the material offsite and in accordance with the SWPPP which must be modified to acknowledge and protect the offsite disposal area.

Measurement and Payment

The Contractor shall be paid on a lump sum basis for linear grading.

**18. Pavement Restoration**

General Description

For the bid price, the Contractor shall furnish all labor, materials, equipment, and do all work necessary to complete the public road improvements as shown on the plans or as directed by the Engineer.

The Contractor shall note that included in the various pavement items shall be the saw cutting and removal of sections of bituminous pavement. The saw cuts shall be neat straight lines parallel to the trench prior to removal.

All pavement installation shall adhere to the Indiana Department of Transportation, 2014 Standard Specification, hereinafter referenced as State Specifications.

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Milling

The Contractor shall complete milling of bituminous surfaces in the locations indicated on the construction plans. Milling depth to be 1-1/2" to 2".

Compacted Aggregate Base, No. 53, Type O

Two (2) foot wide compacted gravel shoulders are to be installed adjacent to the entrance tapers. Shoulders to be located as shown on the provided plans. Shoulders to have finished stone depth of 6-inches.

This work shall consist of Type "O" Compacted Aggregate for Base, No. 53 constructed on approved subgrade in accordance with State Specification Section 300-Bases and in close conformance with grades, thicknesses, and typical cross sections shown on plans or as established by the Engineer.

The Contractor shall provide material samples or known accurate proctor test results in a timely manner prior to starting work. Prior to the placing of the next paving course, the Contractor shall assist the Engineer in checking the top of subbase for 1/2" tolerance in elevation. In-place field density testing and approval shall also precede the next paving course.

Bituminous Materials and Placement

The work shall consist of hot mix asphalt, HMA, pavement constructed in accordance with Section 400 of the State Specifications.

The asphalt paving machine shall be gated to the actual width of the asphalt lay required for surface course.

The paving Contractors shall be qualified pursuant to State of Indiana requirements for paving and shall submit with their offer a copy of the Certificate of Qualification.

Tack Coat

Tack coat shall be applied to previously laid bituminous courses as well as any pavement that has dirt on it. Soiled pavement shall be cleaned to the satisfaction of the Engineer prior to applying the tack coat and the additional bituminous courses. The application rate shall be 0.000252 tons per square yard.

Review and Inspection

The Contractor shall provide the Engineer with the proposed job mix formulas for all mixes, for approval in advance of the work.

The Engineer shall be provided ample notice to witness and inspect the surface conditions prior to paving operations.

The Engineer shall approve individual bituminous lifts prior to the placement of subsequent lifts.

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Drainage

All pavements shall be placed to facilitate drainage.

Measurement and Payment

Hot Mix Asphalt (HMA) shall be paid for on a per ton basis. Tack coat shall be paid on a per ton basis, weigh in and weigh out tickets are required.

**19. Pavement Traffic Markings**

Scope

The bid item shall include, but will not be limited to, all cost for labor, materials, tools, equipment, installation or removal, of pavement traffic markings and snow plowable raised pavement markers in accordance with the MUTCD, these specifications and as shown on the plans.

Material

Thermoplastic shall adhere to INDOT Standard 921.02(a).

Preparation

Contractor shall review all locations with the Engineer prior to proceeding with pavement markings so that modifications or changes may be made if necessary.

Where existing pavement markings in or adjacent to the project are in conflict with proposed pavement markings or lane configurations, the Contractor shall contact the Engineer prior to removing existing pavement markings. If required, this work shall be incidental to the project.

The pavement shall be cleaned of all dirt, oil, grease, excess sealing material, excess pavement marking material and all other foreign material prior to applying new pavement traffic markings.

New pavement markings may be placed over sound existing markings of the same color. New thermoplastic, preformed plastic, or epoxy markings may be applied over sound existing markings of the same type if permitted by manufacturer's recommendations.

The Contractor shall bid all related pavement markings; however, the City of Goshen reserves the right to remove the work from the Contract and install separately.

Measurement and Payment

Pavement traffic markings shall be paid for on a per foot basis for each respective item.



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**20. Concrete Flatwork**

Pedestrian Walks

The maximum cross slope for paved sidewalks shall be 2%. If the longitudinal gradient exceeds 5%, the sidewalk must meet the accessibility criteria for ramps. For sidewalks located across an entrance, it is preferable for the driveway grade be adjusted to meet this maximum. Minimum sidewalk width shall be 4-feet. Sidewalks shall be constructed of a minimum of 4-inches of Portland Concrete poured over a 4-inch compacted in place sub-grade. If the sub-grade is deemed unacceptable, six (6) inches of compacted No. 53 aggregate shall be installed.

ADA Ramps

Federal and State laws require that curb ramps be installed at all intersections and at certain mid-block locations. Ramps shall be the same width as the sidewalk and shall have a maximum longitudinal slope of 12:1. Cross slopes shall be 2% maximum. Flared sides with a slope of 8:1 maximum, measured along the curb line, shall be provided. In situations where a sidewalk is located immediately behind the curb at an intersection, it is preferred that the entire curb be depressed at the corner.

Each sidewalk curb ramp is to include a detectable warning device. This consists of a standardized surface feature to warn people with vision impairments that they are approaching a street or driveway. The color and texture of the device must contrast visually with adjoining surfaces.

Subgrade at Sidewalks and Approaches

Contractor shall provide moisture control for obtaining optimum moisture content of subgrade materials under the proposed sidewalk and approach pavement. The top 6 inches of subgrade shall be compacted in place to 98% of maximum dry density as determined by modified proctor test. Contractor shall ensure that ponding at sidewalk, and approaches are sufficiently addressed prior to the time of paving so as to not be detrimental to subgrade strength and overall quality. Sidewalk shall have standard scribed transverse contraction joints spaced at a maximum of 6 feet and transverse expansion joints at a maximum spacing of 48 feet (expansion material is incidental).

Preformed Expansion Material

Preformed expansion material shall be considered as incidental to established pay items for concrete flat work. Expansion material shall be required at the longitudinal joint between curb and sidewalk. Expansion material shall otherwise be placed as per the Department of Transportation, 2014 Standard Specification.

Measurement and Payment

Concrete flat work shall be paid for on a square yard basis for each respective item.

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**21. Cast in Place Concrete Curbing**

General Description

The bid item shall include, but not be limited to, all cost for labor, materials, tools, equipment, removal of existing curb, excavation, backfilling, compaction, forming, finishing, saw cutting, joint filling, and additional treatments.

Concrete Material

The concrete shall have crushed limestone for the aggregate. The concrete shall have 5 gallons of water per sack of cement and shall be capable of reaching 4000 psi in 28 days.

Placement

The concrete curb and/or curb and gutter shall be constructed along the edges of all streets where shown on the plans or as designated in the field. Curbing shall be formed to the cross section specified in the curb detail, in accordance with INDOT Section 605.04, or matching existing curbing conditions when curb section replacement is required.

The curbing shall be constructed as a separate operation before pavement construction using steel forms, slipform or extrusion equipment.

When slipforming, the string line supports along the proposed curb shall be every 25 feet for curved sections and every 50 feet for straight sections.

Joints

Where the adjacent pavement contains joints, such joints shall be continued through integral curb. Curbing not considered integral with adjacent pavement shall be constructed with joints located at 15 foot intervals (reference INDOT 605.04e)

Expansion joint foam material (3/4-inches thick) shall be placed **every 50-feet** with joint material extending the full depth of the concrete with the top of the filler 1/4-inch below the finished surface. Expansion joint foam shall also be installed at cold joints, PT's and PC's of radii.

Contraction joints shall be 10 feet apart and at point of curvatures and shall be saw-cut to at least one-quarter the depth of the curb.

Finishing and Curing

Curb and gutters shall be finished with a broom textured and cured using an approved membrane forming material.

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Backfilling

After the curb had sufficiently cured, the grade behind the curb shall be brought up to within 4-inches of the top of curb. Each layer shall be thoroughly compacted. The remaining 4-inches to the top of the curb shall be topsoil and shall be free of stones over  $\frac{3}{4}$  - inch in diameter.

Measurement and Payment

The accepted quantities of curb ramps will be paid for at the contract unit price per square yard.

The cost of the concrete base, detectable warning element, thin set mortar, and fine aggregate for filing joints shall be included in the cost of the curb ramp.

The accepted quantities of curb & gutter will be paid for at the contract unit price per lineal foot.

The cost of excavation, backfill, and necessary incidentals shall be included in the cost of the pay items in this section.

**22. Landscape Restoration**

General Description

Work shall include, but not be limited to, all costs, labor, tools, equipment and materials necessary to make all cuts, fills, backfilling, embankments, grading, seeding and landscaping work as shown on the plans and as specified which are not specifically included under other contract items.

Grading

The Contractor shall strip and segregate the topsoil from all excavating areas and areas to be regraded. After construction is complete, the Contractor shall regrade the project area and reconstruct drainage swales as detailed. Seeding shall be placed only after proper grading (and removal of visible stones above 1/2 in. diameter) so that new seeding shall be flush with existing grass. Grading shall be done in such a way as to discourage drainage from moving out into the pavement. Surplus excavated material shall be removed from the site and disposed of by the Contractor.

Seeding

Permanent seeding, where specified by the plans, shall be Type 'U' mulched seeding as per INDOT's Standard Specifications 621.06.

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The seed mixture shall be applied at the rate of 150 lb/acre. The mixture shall consist of:

Pounds/ Acre	Seed Type
95 lb	4 blend mixture of turf type tall fescues such as Tribute, Rebel II, Trailblazer, or approved equal.
20 lb	Jasper Red Fescue or approve equal.
35 lb	Certified fine bladed perennial ryegrass such as Regal, Blazer, or approved equal.

Applying Fertilizer, Seed and Mulch

Fertilizer, seed and mulching material, shall be applied in accordance with the INDOT Standard Specification 621.05.

Straw mulching, rather than a hydraulically applied mulch, shall be place over the seed bed at a rate of 2 tons per acre and secured with a commercially available binder that is environmentally safe and in accordance with State and Federal regulations.

Seasonal Limitations

Optimum seeding for permanent ground cover is:

Species/Mix	Seeding Dates	Dormant Seeding Dates
Cool Season Grasses	March 1 – May 15 or August 1 – September 15	December 1 – March 1

Watering

Contractor shall water mulch seeded areas sufficiently to establish growth. Once growth is established, the Contractor shall water mulch seeded areas as required to provide for 1-inch of water per week, as determined by local rainfall amounts. Contractor’s watering schedule shall be such that watering does not cause excessive runoff or damage to the seed bed. Watering shall be incidental to the contract.

Seeding Bond

The Contractor’s shall provide a seeding guarantee for the establishment of permanent seeding. The guarantee requires the contractor to provide a minimum of 80% ground cover suitable for the City to obtain an erosion control permit Notice of Termination (NOT) from the Indiana Department of Environmental Management within two growing seasons (i.e. spring & fall or fall & spring). Until the NOT is obtained, the Contractor shall continue to provide required weekly and rain event site inspections.

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Measurement and Payment

The Contractor shall be paid for the construction of the retention ponds and earthen mounds. The Contractor shall be paid on a lump sum basis for landscape restoration.

**-END PROJECT SPECIFICATIONS-**

**ITEMIZED BID**

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

**Vendor/contractor/supplier:** \_\_\_\_\_  
Company Name

\_\_\_\_\_

Print Name	Title	Signature
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**Address:** \_\_\_\_\_

**Telephone Number (s): Business:** \_\_\_\_\_ **Cell** \_\_\_\_\_

**Acknowledgement of Addenda Number(s)** \_\_\_\_\_

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1.0	Mobilization & Demobilization (5% Max.)	1	LSUM		
2.0	Erosion & Sediment Control	1	LSUM		
3.0	Clearing of Right-of-Way	1	LSUM		
4.0	Maintenance of Traffic	1	LSUM		
5.0	Dewatering	1	LSUM		
6.0	Construction Staking & Record Drawings	1	LSUM		
7.0	Construction Notice Board	1	EA		
8.0	Sanitary Sewer, PVC, SDR 35, 8"	1441	LFT		
8.1	Sanitary Sewer Laterals, PVC, SDR 35, 6"	525	LFT		
8.2	Storm Sewer, PVC, SDR 35, 15"	110	LFT		
8.3	Storm Sewer, RCP, 24"	930	LFT		
8.4	Storm Sewer, RCP, 30"	370	LFT		
8.5	Storm Sewer, PVC, SDR 35, 12" (Lateral Services) 10 Services	680	LFT		

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
8.6	Storm Sewer, DI CL 50, 8"	31	LFT		
9.0	Sanitary Sewer Manhole, Type C, 48" Dia.	4	EA		
9.1	Sanitary Sewer Manhole, Type C, 48" Dia. Doghouse	1	EA		
10.0	Storm Manhole, 72" Dia.	4	EA		
10.1	Storm Manhole, 60" Dia.	1	EA		
10.2	Storm Manhole, 48" Dia.	2	EA		
10.3	Catch Basin, Type N, 72" Dia.	1	EA		
10.4	Catch Basin, 30" Dia.	5	EA		
10.5	Inlet, 30" Dia.	4	EA		
11.0	Storm Sewer, Flare Metal End Section, 30" W/Manproofing	2	EA		
12.0	Water Main, DI, 12"	2339	LFT		
12.1	Fire Protection Service, DI, 6" (10 Services)	675	LFT		
13.0	Fitting, DI, 45° Bend, 12"	4	EA		
14.0	12" X 12" X 6" Tee	4	EA		
14.1	Wedge Valve	2	EA		
14.2	Tapping Valve & Sleeve, 18" x 12"	1	EA		
14.3	Tapping Valve & Sleeve, 12" x 12"	1	EA		
15.0	Fire Hydrant and Valve	4	EA		
16.0	Water Service, HDPE, DR 9, CTS w/ Tracer, 2" (10 Services)	675	LFT		
16.1	Corporation Cock, 2"	2	EA		
17.0	HMA Surface, No. 9	522	TON		
17.1	HMA Base, No. 5	2330	TON		
17.2	Compacted Aggregate for Base, No. 53	1667	TON		
18.0	6" Standup Curb 2' w/Gutter	3375	LFT		
<b>TOTAL AMOUNT BID =</b>					

## EXCEPTIONS

Please indicate below whether any exceptions are being taken to the City of Goshen's specifications as written. Exceptions to the City of Goshen's specifications must be equal or better than those specified as determined by the City of Goshen, and Contractors deviating from specified items should provide a listing of all areas in which its product deviates and fully explain and justify this substitution.

Contractor Name: \_\_\_\_\_

NO, this offer does not take any exception to the City of Goshen's specifications, and the contract offer is in strict compliance with the specifications.

YES, this offer takes an exception or exceptions to the City of Goshen's specifications which is/are detailed more fully below.



## BUSINESS CERTIFICATION

VENDOR/CONTRACTOR/SUPPLIER NAME

PLEASE CHECK ONE OF THE FOLLOWING:

- The vendor/contractor/supplier is a sole proprietor.
- The vendor/contractor/supplier is a partnership.
- The vendor/contractor/supplier is a corporation organized under the laws of the State of Indiana.
- The vendor/contractor/supplier is a foreign corporation organized under the laws of the State of \_\_\_\_\_, and became registered with the Indiana Secretary of State to do business in Indiana on (insert date of registration): \_\_\_\_\_.
- The vendor/contractor/supplier is a foreign corporation organized under the laws of the State of \_\_\_\_\_, and has submitted its application (or agrees to submit an application) to become registered with the Indiana Secretary of State to do business in Indiana on (insert date of application): \_\_\_\_\_.

Indiana Code 5-22-16-4 requires that all foreign (out-of-state) corporations must be registered with the Indiana Secretary of State in order to do business in the State of Indiana. This requirement applies only to out-of-state corporations and not to any other business entity.

A foreign corporation not currently registered with the Secretary of State's office must agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's office may result in a determination of your corporation as non-responsible and a contract awarded to your corporation may be canceled.

This requirement to register is based on Indiana government procurement law, not corporate law. It is applicable to all corporations regardless of their size, number of shareholders, Sub-chapter S status or whether the corporation is doing business in Indiana.

Information concerning registration with the Secretary of State may be obtained by contacting the Indiana Secretary of State, Corporation Section, 302 W. Washington Street, Rm. E018, Indianapolis, Indiana 46204 (317) 232-6576.

**EXHIBIT A - BID FORM 96**

Following is Form No. 96 as prescribed by the Indiana State Board of Accounts, accompanied by an executed non-collusion affidavit.

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033



**CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**  
State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

**PART I**

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

Date (month, day, year):

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1. Governmental Unit (Owner):

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2. County:

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3. Bidder (Firm):

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Address:

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City/State/ZIP code:

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4. Telephone Number:

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5. Agent of Bidder (if applicable):

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Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of

---

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

---

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$

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

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

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS**  
*(If applicable)*

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

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

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

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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

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**SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE**

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

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

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Waterford Commons Business Park, Tract 2  
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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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

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

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**SECTION III CONTRACTOR'S FINANCIAL STATEMENT**

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





Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

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

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BID OF

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*(Contractor)*

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*(Address)*

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FOR  
PUBLIC WORKS PROJECTS  
OF

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Filed \_\_\_\_\_, \_\_\_\_\_

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Action taken \_\_\_\_\_

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## **EXHIBIT B - SAMPLE CONTRACT**

The following pages are a sample of a contract that shall be executed within fourteen (14) calendar days of the award of contract. Where applicable, the appropriate information will be inserted and modifications made as necessary, but in any event, the content will not substantially change.

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

**CONTRACT**  
**Waterford Commons Business Park, Tract 2**

**PROJECT NO. 2016-0033**

THIS CONTRACT, is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and \_\_\_\_\_, hereinafter referred to as "Contractor."

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

**COMPONENT PARTS OF THIS CONTRACT**

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Waterford Commons Business Park, Tract 2, Project No. 2016-0033" project in accordance with and as described in further detail in the Specification Documents attached to this contract.

The work to be performed shall include the construction of an industrial park including water, sanitary sewer, storm sewer, roadway curbing and pavement, and sidewalk.

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

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

In the event there is a conflict between the City of Goshen's Design Standards and Construction Specifications and the Indiana Department of Transportation's Standard Detail Drawing or Indiana Department of Transportation's Standard Specifications, the City of Goshen's Design Standards and Construction Specifications shall control.

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

In the event of a conflict between a provision in this contract and a provision in a document or in the Specification Documents, the provision in this contract shall control.

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

- (1) Contractor's Itemized Bid;
- (2) Form No. 96, including additional pages containing requested information;
- (3) Non Collusion Affidavit;
- (4) Required Certification from Contractor Related to Buy American;
- (5) Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
- (6) Notice to Proceed

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers, mechanics, watchmen and guards working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Contractor shall provide that the records to be maintained under this paragraph shall be made available

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

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

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

**EFFECTIVE DATE; CONTRACT TERM**

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

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

Work on the project shall commence within thirty (30) calendar days from the Notice to Proceed from the City. Site stabilization shall be completed by no later than October 15, 2016. Utilities and roadway improvements, up to and including, base pavement shall be completed by November 4, 2016. Surface pavement and final punch list items shall be completed by May 20, 2017.

**COMPENSATION, BASIS AND METHOD OF PAYMENT, AND RETAINAGE**

The City agrees to compensate the Contractor for the work performed in this contract in accordance with the unit prices for labor and materials as set forth in the Contractor's itemized bid attached hereto, and based on the quantities actually used in the project for an amount not to exceed dollars in words (\$numeric).

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

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

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

Upon completion of all the work included under this Contract and the final inspection and acceptance of the work by the City, and after the Contractor has submitted acceptable evidence as to the satisfaction of all claims for labor and materials furnished under this contract, the Contractor shall be paid in full within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment may not be made on any amounts that are in dispute.

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

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**LIQUIDATED DAMAGES**

It is agreed by the parties that time is of essence and in the event completion of this project is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Vendor/contractor/supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Vendor/contractor/supplier under this contract.

**INDEPENDENT CONTRACTOR STATUS**

The Contractor performing services under this contract shall be deemed an independent contractor and operate as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

**NON-DISCRIMINATION**

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

**INDEMNIFICATION**

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

**INSURANCE**

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

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

- (1) Workers Compensation and Employer's Liability ..... Statutory Limits
- (2) General Liability..... Combined Bodily Injury and Property Damage
- (3) \$1,000,000 Each Occurrence and Aggregate
- (4) Automobile Liability ..... Combined Bodily Injury and Property Damage  
\$1,000,000 Each Occurrence and Aggregate
- (5) Excess Umbrella Coverage.....\$1,000,000 Each Occurrence

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

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**PERFORMANCE BOND**

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

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

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

**PAYMENT (LABOR AND MATERIALS) BOND**

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

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

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

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

**MAINTENANCE BOND**

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

**FORCE MAJEURE**

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

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

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**DEFAULT**

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

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

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

- (1) There is a substantive breach by the 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 the Contractor or any of the Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform the work under the contract.
- (7) The contract or any right, monies or claims are assigned by the Contractor without the consent of the City.

**TERMINATION**

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by the Contractor. In such event, the City may issue a written notice of default and provide a period of time in which the 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 the Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

**SUBCONTRACTING OR ASSIGNMENT OF CONTRACT**

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

**EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

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

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

**AMENDMENTS**

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

**WAIVER OF RIGHTS**

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

**NOTICES**

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

Address for notices to the City:

Address for notices to the Contractor

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

And

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

**APPLICABLE LAWS**

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

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

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

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

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



**Waterford Commons Business Park, Tract 2**  
**Project No. 2016-0033**

**NO INVESTMENT IN IRAN**

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

**CONTRACTING WITH RELATIVES**

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

**SEVERABILITY**

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

**AUTHORITY TO BIND CONTRACTOR**

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

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

In witness whereof, the parties have executed this Agreement in duplicate into on this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

**Contractor**

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

By: \_\_\_\_\_

Printed: \_\_\_\_\_

\_\_\_\_\_  
Mitchell Day, Member

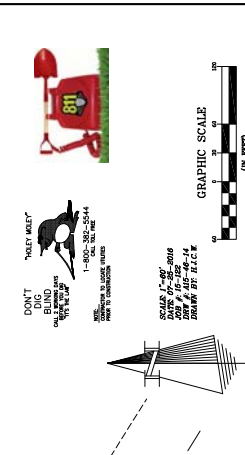
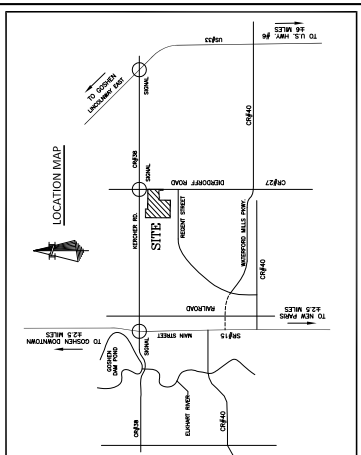
Title: \_\_\_\_\_

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

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

**EXHIBIT C – STORMWATER POLLUTION PREVENTION PLAN  
(SWPPP)**

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP/SWPP3)**  
**WATERFORD COMMONS BUSINESS PARK NORTH - TRACT 2 (SUMMER 2016)**  
 A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36 AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 27 ALL IN TOWNSHIP 38 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART COUNTY, INDIANA.  
 LATITUDE: 41.33-0.0036 NORTH LONGITUDE: 85-48-15.8503 WEST  
 14-DIGIT HYDROLOGICAL UNIT CODE OR HUC: 04050001210010

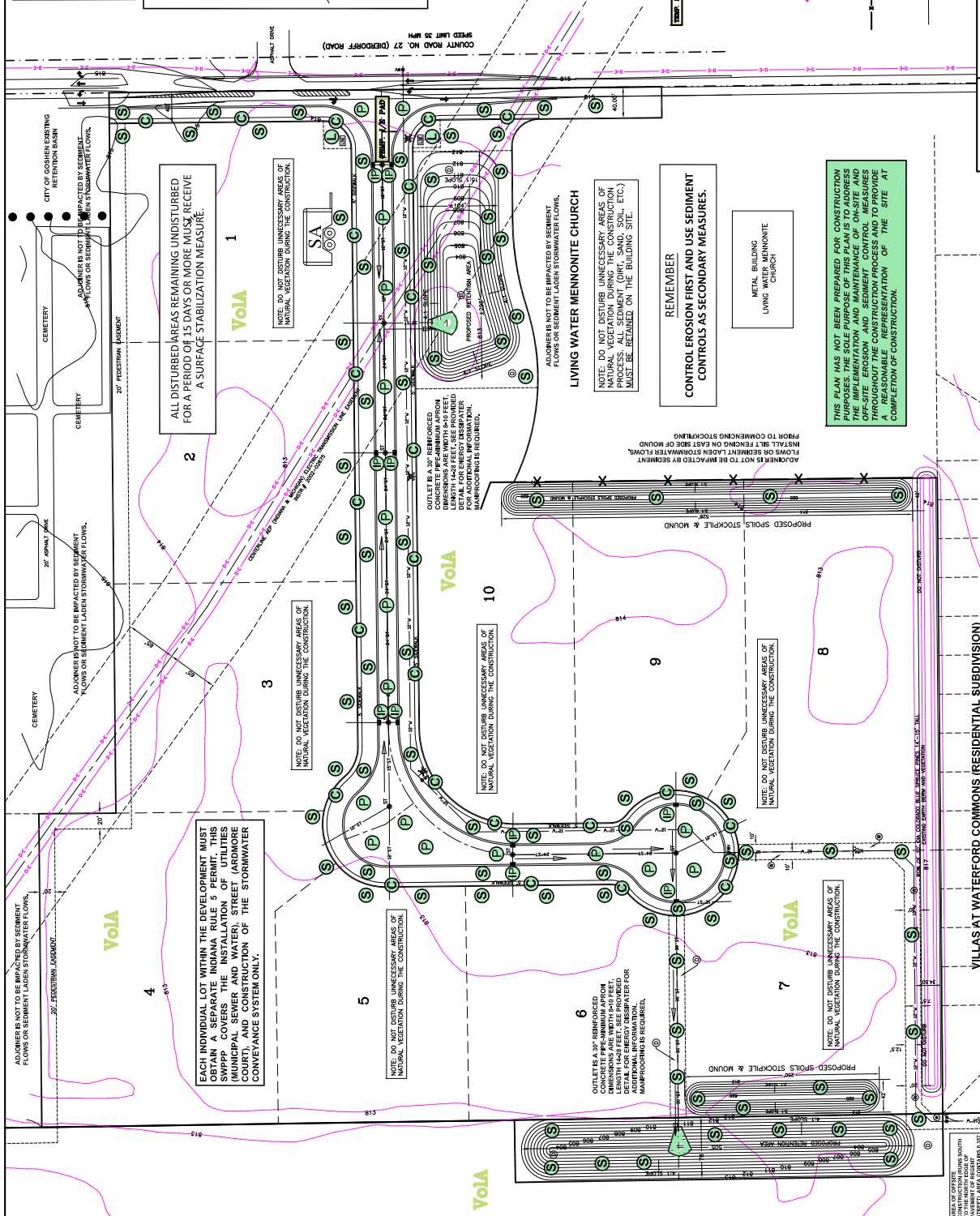


**SWPPP LEGEND**  
 STABILIZED CONSTRUCTION ACCESS & EGRESS PAD, POSSIBLE LOCATION ONLY (EXACT LOCATION TO BE DETERMINED BY DEVELOPER OR HIS DESIGNATED CONTRACTOR AT THE START OF CONSTRUCTION)  
 LANDSCAPING EASEMENT  
 SURFACE STABILIZATION MEASURE - MEASURE MUST BE SEASON APPROPRIATE AND PERMANENT IF AREA WILL NOT BE DISTURBED IN THE FUTURE  
 PAVING (E.G. ASPHALT, CONCRETE)  
 CONCRETE WALK  
 INLET PROTECTION  
 DIRECTION OF EXISTING SHEET FLOW - NOT APPLICABLE AT DEVELOPMENT (LESS THAN 1 FOOT OF FALL)  
 STORMWATER CONVEYANCE SYSTEM FLOW DIRECTION  
 ENERGY DISSIPATER  
 STORMWATER CONVEYANCE SYSTEM FLOW DIRECTION

CITY OF GOSHEN REFERENCE  
 JOB NUMBER: 16-0033  
 DRAWING NUMBER: X-2478

**Brads-Ko Engineering & Surveying, Inc.**  
 1009 South Ninth St. Goshen, IN 46038  
 Phone: 317-535-9913 Fax: 317-535-9911

**AREA OF OFFICE:**  
 TO BE DETERMINED BY DEVELOPER OR HIS DESIGNATED CONTRACTOR AT THE START OF CONSTRUCTION.  
 STREET AND CONVEYANCE SYSTEM FLOW DIRECTION.  
 CITY OF GOSHEN, INDIANA



**1**  
 ALL DISTURBED AREAS REMAINING UNDISTURBED FOR A PERIOD OF 15 DAYS OR MORE MUST RECEIVE A SURFACE STABILIZATION MEASURE.

**2**  
 NOTE: DO NOT DISTURB UNNECESSARY AREAS OF NATURAL VEGETATION DURING THE CONSTRUCTION.

**3**  
 NOTE: DO NOT DISTURB UNNECESSARY AREAS OF NATURAL VEGETATION DURING THE CONSTRUCTION.

**4**  
 NOTE: DO NOT DISTURB UNNECESSARY AREAS OF NATURAL VEGETATION DURING THE CONSTRUCTION.

**5**  
 NOTE: DO NOT DISTURB UNNECESSARY AREAS OF NATURAL VEGETATION DURING THE CONSTRUCTION.

**6**  
 OUTLET FOR 30" REINFORCED CONCRETE PIPE-MINIMUM APPROX. LENGTH SHALL BE 10 FEET. SEE DETAIL FOR ENERGY DISSIPATER. MANHOUSING IS REQUIRED.

**7**  
 NOTE: DO NOT DISTURB UNNECESSARY AREAS OF NATURAL VEGETATION DURING THE CONSTRUCTION.

**8**  
 THIS PLAN HAS NOT BEEN PREPARED FOR CONSTRUCTION PURPOSES. THE SOLE PURPOSE OF THIS PLAN IS TO ADDRESS EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PROCESS AND TO PROVIDE A REASONABLE REPRESENTATION OF THE SITE AT COMPLETION OF CONSTRUCTION.

**9**  
 LIVING WATER MENNONITE CHURCH  
 NOTE: DO NOT DISTURB UNNECESSARY AREAS OF NATURAL VEGETATION DURING THE CONSTRUCTION (E.G. TREES, BUSHES, ETC.) MUST BE RETAINED ON THE BUILDING SITE.

**10**  
 REMEMBER  
 CONTROL EROSION FIRST AND USE SEDIMENTATION CONTROLS AS SECONDARY MEASURES.

METAL BUILDING  
 LIVING WATER MENNONITE CHURCH

DATE: 07-28-2016  
 SHEET NO. 1 OF 4  
 PROJECT: WATERFORD COMMONS BUSINESS PARK NORTH - TRACT 2 (SUMMER 2016)

DESIGNED BY: BUCKLE  
 DRAWN BY: BUCKLE  
 FILE NAME: S:\2016\16-0033\16-0033-SWPPP.dwg

AREA OF OFFICE:  
 TO BE DETERMINED BY DEVELOPER OR HIS DESIGNATED CONTRACTOR AT THE START OF CONSTRUCTION.  
 STREET AND CONVEYANCE SYSTEM FLOW DIRECTION.  
 CITY OF GOSHEN, INDIANA

STORMWATER POLLUTION PREVENTION PLAN (SWPPP/SWPP3)

WATERFORD COMMONS BUSINESS PARK NORTH - TRACT 2 (SUMMER 2016)

DATE: 07-28-2016  
 SHEET NO. 1 OF 4

DESIGNED BY: BUCKLE  
 DRAWN BY: BUCKLE  
 FILE NAME: S:\2016\16-0033\16-0033-SWPPP.dwg

### INSTALLATION REQUIREMENTS

- REMOVE ALL VEGETATION & EXISTING EROSION CONTROL MATERIALS FROM PAD LOCATION.
- PREPARE PAD AS NEEDED FOR DRAINAGE AND BLANKET CONTROL.
- INSTALL BLANKET AS NEEDED TO AVOID FLOW ALONG PERIMETER FROM THE INGRESS/EGRESS PAD TO A SEPARATE TRAP OR BANK.
- INSTALL BLANKET AS NEEDED TO AVOID FLOW ALONG PERIMETER FROM THE INGRESS/EGRESS PAD TO A SEPARATE TRAP OR BANK.

**TEMP. I/E PAD**

NOTE: 1. THIS PRODUCT MAY BE USED AS A TEMPORARY INGRESS/EGRESS PAD TO A SEPARATE TRAP OR BANK. 2. THIS PRODUCT MAY BE USED AS A TEMPORARY INGRESS/EGRESS PAD TO A SEPARATE TRAP OR BANK. 3. THIS PRODUCT MAY BE USED AS A TEMPORARY INGRESS/EGRESS PAD TO A SEPARATE TRAP OR BANK.

### TEMPORARY CONSTRUCTION INGRESS/EGRESS PAD

**150 FOOT MINIMUM REQUIRED LENGTH**

- REMOVE PAD AS NEEDED FOR DRAINAGE AND BLANKET CONTROL.
- IMMEDIATELY REMOVE AND AND RECONSTRUCT TO BE VANCED INTO A SEPARATE TRAP OR BANK.
- FLUSHING SHOULD ONLY BE USED IF THE PAD CAN BE CONVICTED INTO A SEPARATE TRAP OR BANK.

**MAINTENANCE REQUIREMENTS**

- REMOVE PAD AS NEEDED FOR DRAINAGE AND BLANKET CONTROL.
- IMMEDIATELY REMOVE AND AND RECONSTRUCT TO BE VANCED INTO A SEPARATE TRAP OR BANK.
- FLUSHING SHOULD ONLY BE USED IF THE PAD CAN BE CONVICTED INTO A SEPARATE TRAP OR BANK.

**MUD MAT**

**ENTRANCE WITH SILT FENESTRATION TO AVOID BYPASS**

### INLET PROTECTION MEASURES

**ALL DISTURBED AREAS REMAINING UNDISTURBED FOR A PERIOD OF 15 DAYS OR MORE MUST RECEIVE A SURFACE STABILIZATION MEASURE.**

**MEASURES SHOWN ON THIS SHEET ARE FOR GENERAL REFERENCE PURPOSES ONLY - CONTRACTOR/DEVELOPER MAY SUBSTITUTE ALTERNATIVE MEASURES WHICH PROVIDE EQUAL OR BETTER RESULTS.**

**SMITH BUILDERS**  
111-222-3333

ALL SOIL TRACKED INTO ROAD MUST BE REMOVED THE SAME WAY

AN INFIBELD CAN BE USED FOR PREPARING EXISTING DOCUMENTS

### EROSION CONTROL BLANKET/STRAW MAT INSTALLATION

- PREPARE EROSION CONTROL BLANKET/STRAW MAT TO FIT THE SITE CONDITIONS (I.E. SLOPE, CHANNEL, FLOW VELOCITY) PER THE MANUFACTURER'S RECOMMENDATIONS.
- PREPARE EROSION CONTROL BLANKET/STRAW MAT TO FIT THE SITE CONDITIONS (I.E. SLOPE, CHANNEL, FLOW VELOCITY) PER THE MANUFACTURER'S RECOMMENDATIONS.
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- PREPARE EROSION CONTROL BLANKET/STRAW MAT TO FIT THE SITE CONDITIONS (I.E. SLOPE, CHANNEL, FLOW VELOCITY) PER THE MANUFACTURER'S RECOMMENDATIONS.

**DUST CONTROL IS AN EROSION CONTROL MEASURE**

OIL MAT NOT BE USED FOR DUST CONTROL; IT CREATES IMMEDIATE STORM WATER RUNOFF POLLUTION. ADDITIONALLY, OIL CAN CAUSE GROUNDWATER CONTAMINATION. EROSION DUST CONTROL SHOULD BE APPLIED TO AREAS OF THE SITE INCLUDING SOIL STOCKPILES AND ANY OTHER DISTURBED AREAS WITHIN THE PROJECT BOUNDARIES.

### WATERFORD COMMONS BUSINESS PARK NORTH - TRACT 2 (SUMMER 2016)

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP/SWP3)**

DATE: 07-25-2016  
DRAWN BY: J. CHAMBERLAIN  
CHECKED BY: J. CHAMBERLAIN  
APPROVED BY: J. CHAMBERLAIN

PROJECT: WATERFORD COMMONS BUSINESS PARK NORTH - TRACT 2 (SUMMER 2016)

DATE: 07-25-2016  
DRAWN BY: J. CHAMBERLAIN  
CHECKED BY: J. CHAMBERLAIN  
APPROVED BY: J. CHAMBERLAIN

### HYDROSEEDING MAT INSTALLATION

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**HYDROSEEDING MAT INSTALLATION**

HYDROSEEDING IS A MECHANICAL METHOD OF APPLYING SEED, FERTILIZER, AND MULCH TO SOIL. IT IS A MECHANICAL METHOD OF APPLYING SEED, FERTILIZER, AND MULCH TO SOIL. IT IS A MECHANICAL METHOD OF APPLYING SEED, FERTILIZER, AND MULCH TO SOIL.

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### STORMWATER POLLUTION PREVENTION PLAN (SWPPP/SWP3) TRACT 2 (SUMMER 2016)

A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26 AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 27 ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, INDIANA. LONGITUDE: 85-48-15.8502 WEST. LATITUDE: 41-33-0.0036 NORTH. 14 DIGIT HYDROLOGICAL UNIT CODE OR HUC: 04050001210010

**WATERFORD COMMONS BUSINESS PARK NORTH - TRACT 2 (SUMMER 2016)**

DATE: 07-25-2016  
DRAWN BY: J. CHAMBERLAIN  
CHECKED BY: J. CHAMBERLAIN  
APPROVED BY: J. CHAMBERLAIN

PROJECT: WATERFORD COMMONS BUSINESS PARK NORTH - TRACT 2 (SUMMER 2016)

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DATE: 07-25-2016  
DRAWN BY: J. CHAMBERLAIN  
CHECKED BY: J. CHAMBERLAIN  
APPROVED BY: J. CHAMBERLAIN





**WATERFORD COMMONS BUSINESS PARK NORTH, PUD TRACT 2**

A PART OF THE NORTHWEST QUARTER OF SECTION 26 AND A PART OF THE NORTHEAST QUARTER SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

**INDEX OF SHEETS**

- X-2478-1 COVER SHEET
- X-2478-2 GEOMETRIC PLAN
- X-2478-3 ARDMORE COURT PLAN & PROFILE - SANITARY SEWER & WATER MAIN
- X-2478-4 WATER MAIN CONNECTION AT REGENT STREET
- X-2478-5 ARDMORE COURT PLAN & PROFILE - STORM SEWER
- X-2478-6 ROADWAY & MISCELLANEOUS DETAILS
- X-2478-7 DRAINAGE DETAILS
- X-2478-8 SANITARY SEWER DETAILS
- X-2478-9 WATER DETAILS

**UTILITY CONTACTS**

**ELECTRIC - NIPSCO**  
CONTACT: CLIFF SIDWELL  
300 E. KERCHER ROAD  
GOSHEN, INDIANA 46526  
PHONE: 574-535-0215  
Email: csidwell@nisource.com

**GAS - NIPSCO**  
CONTACT: CLIFF SIDWELL  
300 E. KERCHER ROAD  
GOSHEN, INDIANA 46526  
PHONE: 574-535-0215  
Email: csidwell@nisource.com

**TELEPHONE - FRONTIER**  
CONTACT: ROBIN BRANSON  
JEFF MCCORD  
24373 COUNTY ROAD 45  
ELKHART, INDIANA 46516  
PHONE: 1-574-875-3789  
EMAIL: robin.branson@frontier.com  
jeff.l.mccord@fr.com

**CABLE TV - COMCAST**  
CONTACT: JAY CASTELLO  
1920 MCKINLEY AVENUE  
MISHAWAKA, INDIANA 46545  
PHONE: 847-789-1039, EXT. 71039  
EMAIL: jay\_castello@cable.comcast.com

**ELECTRIC - AMERICAN ELECTRIC POWER CO.**  
3340 US 20 EAST  
ELKHART, INDIANA 46516  
CONTACT: SCOTT DEFORD  
PHONE: 574-298-5062  
EMAIL: sedeford@aep.com  
CONTACT DAN FERRIS  
PHONE: 574-298-5048  
EMAIL: dferris@aep.com

**TELEPHONE & CABLE TV - NEW PARIS TELEPHONE**  
CONTACT: ROBIN LOUCKS  
19066 MARKET STREET - P.O. BOX 47  
NEW PARIS, INDIANA 46553  
OFFICE: 574-831-2176  
CELL: 574-536-3203  
Email: rloucks@nptel.com

**ROADS - ELKHART COUNTY ENGINEERING**  
CONTACT: KATIE NIBLOCK, PE  
610 STEURY AVENUE  
GOSHEN, INDIANA  
GOSHEN, INDIANA 46526  
CONTACT: KATIE NIBLOCK  
PHONE: 574-533-0538

**WATER & SEWER - GOSHEN UTILITIES**  
CONTACT: KENT HOLDREN  
308 NORTH FIFTH STREET  
GOSHEN, IN 46528  
PHONE: 574-534-3900

**STREETS & UTILITIES - GOSHEN CITY ENGINEERING**  
CONTACT: DUSTIN SAILOR, PE  
204 EAST JEFFERSON STREET  
GOSHEN, IN 46528  
OFFICE PHONE: 574-534-2201  
CELL: 574-202-0062  
Email: dustinsailor@goshencity.com

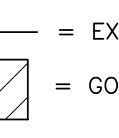
**UTILITY LOCATE - HOLLY MOLEY**  
PHONE: 1-800-382-5544 OR 811

**PROJECT BENCHMARK**

NORTH BURY BOLT OF FIRE HYDRANT ON EAST SIDE OF COUNTY ROAD NO. 27 (DIERDORFF ROAD) AND ±30 FEET NORTH OF ENTRANCE TO MISSIONARY CHURCH, ELEVATION 815.00 FEET (NAVD 1988).

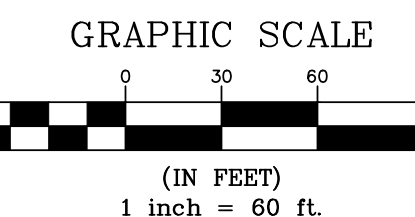
**LEGEND - CONT.**

- <sub>MH</sub> = SANITARY MANHOLE
- <sub>STMH</sub> = STORM MANHOLE
- = CATCH BASIN
- ⊕<sub>BM</sub> = BENCHMARK
- PP ⊗ = POWER POLE
- ☆<sub>LP</sub> = LIGHT POLE
- ⊗ = FIRE HYDRANT
- ⊗<sub>TP</sub> = TELEPHONE PEDESTAL
- ⊗<sub>TR</sub> = TELEPHONE VAULT
- ⊗<sub>CV</sub> = CABLE TV VAULT
- ⊗<sub>F</sub> = FIBER OPTIC MARKER
- ⋯ = GROUND CONTOUR
- O-E — = OVERHEAD ELECTRIC LINE
- U-E — = UNDERGROUND ELECTRIC LINE
- GAS — = GAS MAIN
- U-T — = UNDERGROUND TELEPHONE
- F-O — = FIBER OPTIC LINE
- EX W — = EXISTING WATER MAIN (SIZE SHOWN)
- EX SS — = EXISTING SANITARY SEWER (SIZE SHOWN)
- ▭ = GOSHEN WELLHEAD PROTECTION AREA
- SS ■ = PROPOSED SANITARY SERVICE
- WS ⊗ = PROPOSED WATER SERVICE
- ⊗<sub>FPS</sub> = PROPOSED FIRE PROTECTION SERVICE
- ⊗ = WATER MAIN EASEMENT AT DISTANCES INDICATED
- ⊗<sub>10'</sub> = 10' UTILITY EASEMENT
- ⊗<sub>D</sub> = DRAINAGE EASEMENT AT DISTANCES INDICATED
- ⊗<sub>5'</sub> = 5' NO ACCESS EASEMENT
- ▭<sub>LSE</sub> = LANDSCAPE & SIGN EASEMENT AT DISTANCES INDICATED
- ⊗<sub>FD</sub> = PROPOSED FIRE HYDRANT
- 12" W — = PROPOSED 12" D.I. WATER MAIN
- ⊗<sub>W</sub> = PROPOSED WEDGE VALVE
- ⊗<sub>SS</sub> = PROPOSED SANITARY MANHOLE
- ⊗<sub>STMH</sub> = PROPOSED STORM MANHOLE
- = PROPOSED CATCH BASIN
- 8" SS — = PROPOSED 8" PVC SDR=35 SANITARY SEWER
- ⊗<sub>STMH</sub> = PROPOSED STORM MANHOLE
- = PROPOSED CATCH BASIN
- 12" ST — = PROPOSED 12" PVC SDR=35 STORM SEWER
- 15" ST — = PROPOSED 15" PVC SDR=35 STORM SEWER
- 24" ST — = PROPOSED 24" RCP STORM SEWER
- 30" ST — = PROPOSED 30" RCP STORM SEWER



**SURVEYOR**  
GREGORY C. SHOCK, P.L.S.  
BRADS-KO ENGINEERING & SURVEYING, INC.  
1009 SOUTH 9TH STREET  
GOSHEN, INDIANA 46526  
PHONE: 574-533-9913  
FAX: 574-533-9911  
EMAIL: gshock@bradsko.com

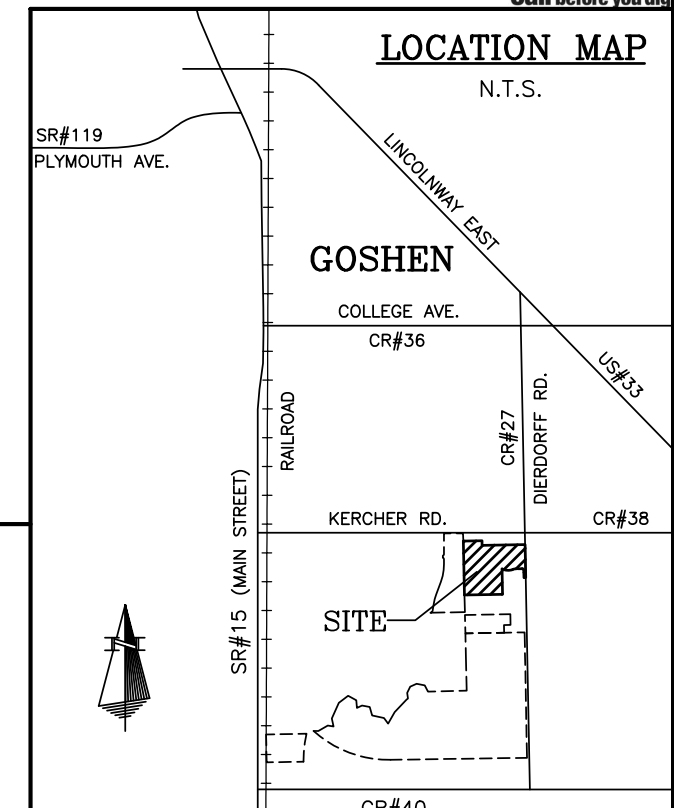
**OWNER/DEVELOPER**  
MA INVESTMENTS  
GREGORY A. HOOGENBOOM, PRESIDENT  
AND  
WATERFORD COMMONS BUSINESS PARK, LLC  
GREGORY A. HOOGENBOOM, MANAGING MEMBER  
1738 WEST LINCOLN AVENUE  
GOSHEN, INDIANA 46526  
PHONE: 574-534-4173  
FAX: 574-534-7483



SCALE: 1"=60'  
DATE: 7/7/16  
JOB #: 16-122  
DRAW #: 46-46-5  
DRAWN BY: D.A.J.

I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER LICENSED WITH THE STATE OF INDIANA DO HEREBY CERTIFY TO THE PRINCIPLES AND PRACTICES OF ENGINEERING AS THEY PERTAIN TO POTABLE WATER DESIGN AND DETAILS AS SHOWN HEREON.

*Rick L. Pharis*  
Rick L. Pharis, P.E. No. 19935

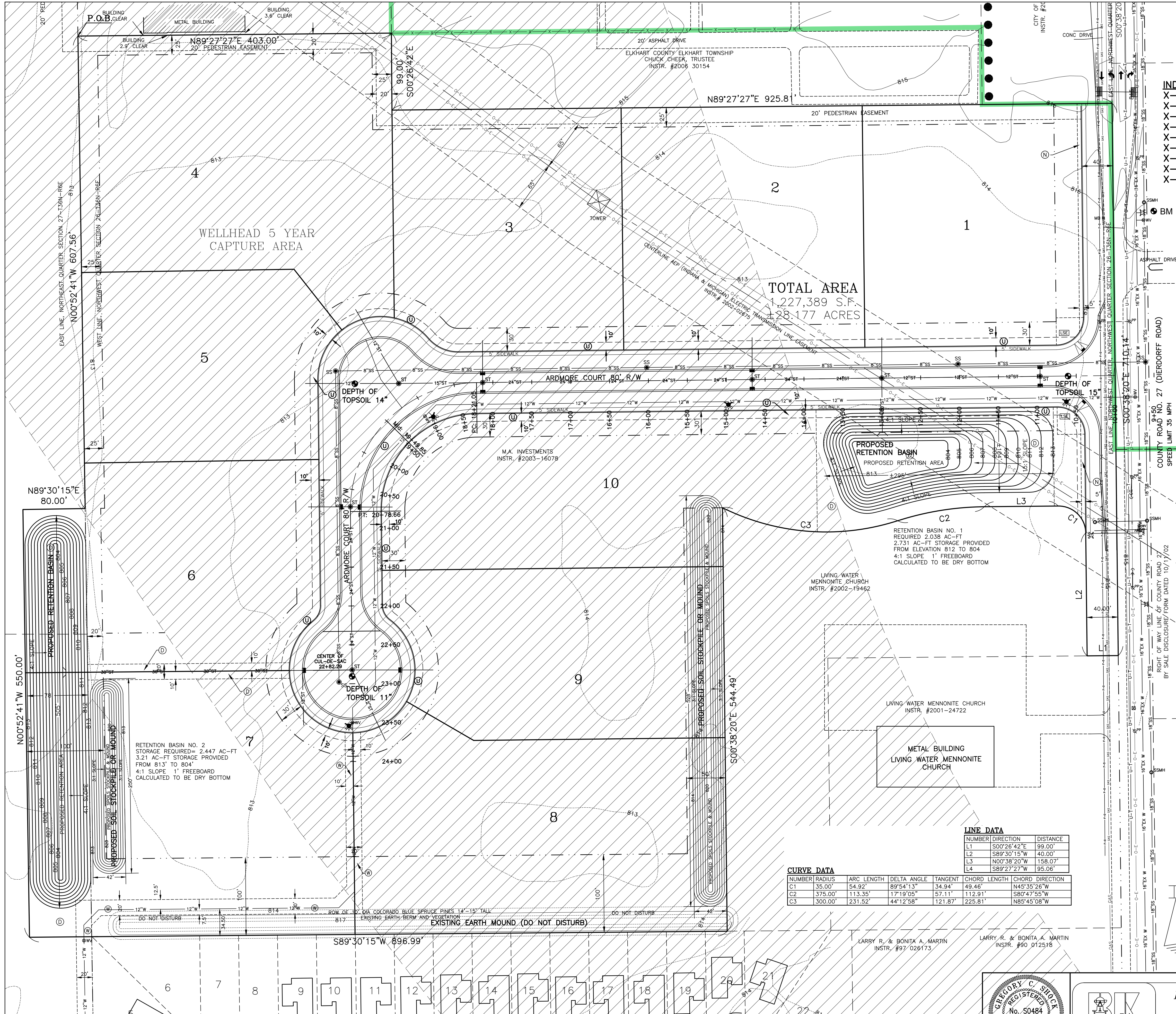


**LINE DATA**

NUMBER	DIRECTION	DISTANCE
L1	S00°26'42"E	99.00'
L2	S89°30'15"W	40.00'
L3	N00°38'20"W	158.07'
L4	S89°27'27"E	95.06'

**CURVE DATA**

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	35.00'	54.32'	89°54'13"	34.94'	49.46'	N45°35'26"W
C2	375.00'	113.35'	17°19'05"	57.11'	112.91'	S80°47'55"W
C3	300.00'	231.52'	44°12'58"	121.87'	225.81'	N85°45'08"W



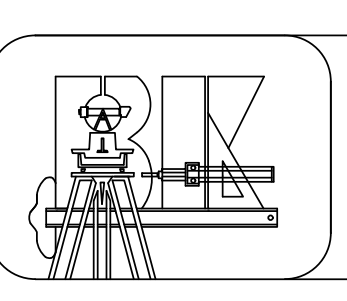
DRAWN BY: D.A.J. APPROVED BY: G.C.S.  
DATE: 7/7/16 PROJ. NO. 15-122  
DWG. NO.: A15-46-5 FILE NAME: 2\15\15-122\15-122COVER.dwg

REVISIONS  
REVISED TO REFLECT CITY OF GOSHEN COMMENTS 7/20/16

PROJECT  
WATERFORD COMMONS BUSINESS PARK NORTH, PUD TRACT 2

SHT. NO. 1 OF 9

COVER SHEET



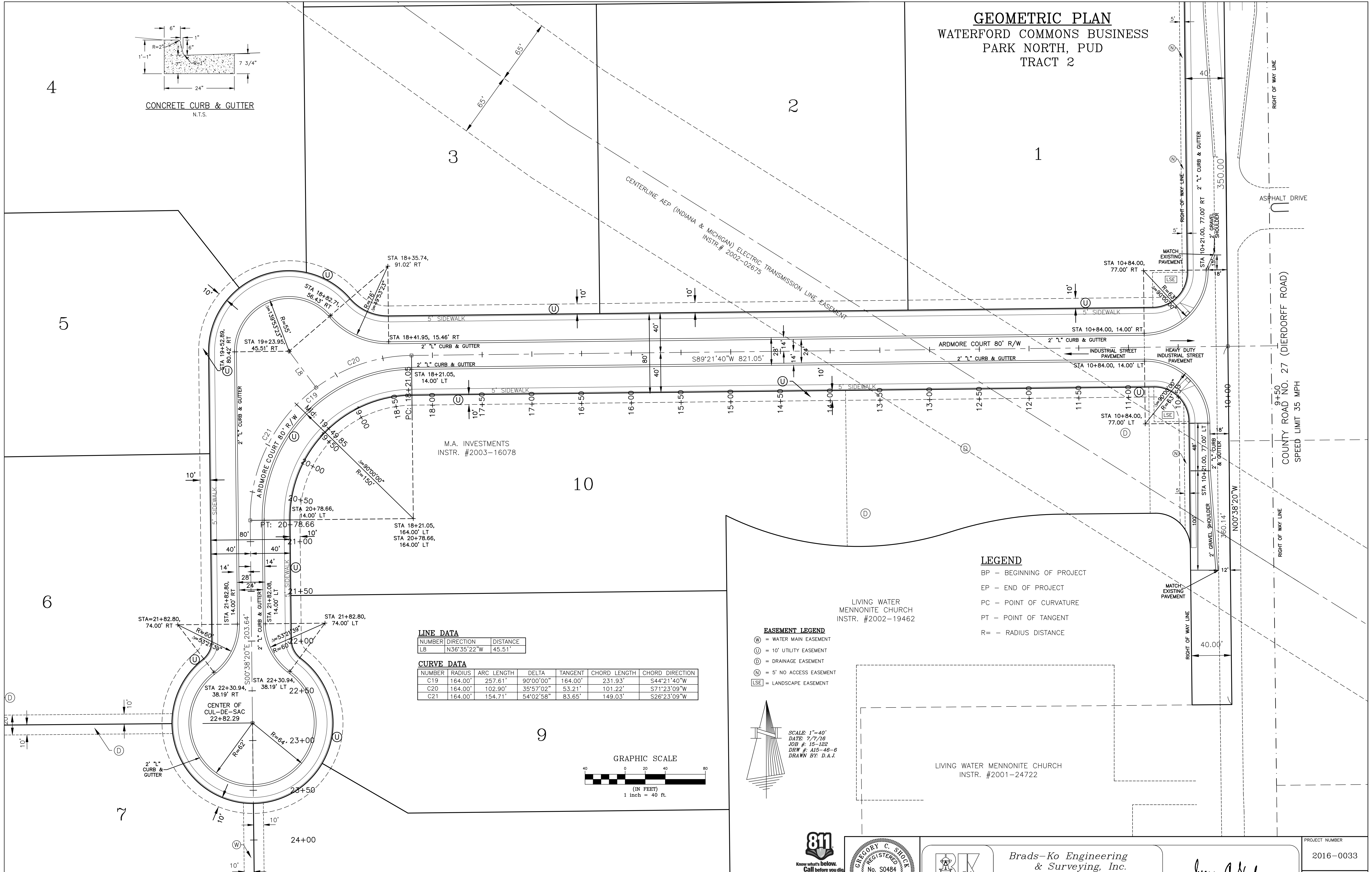
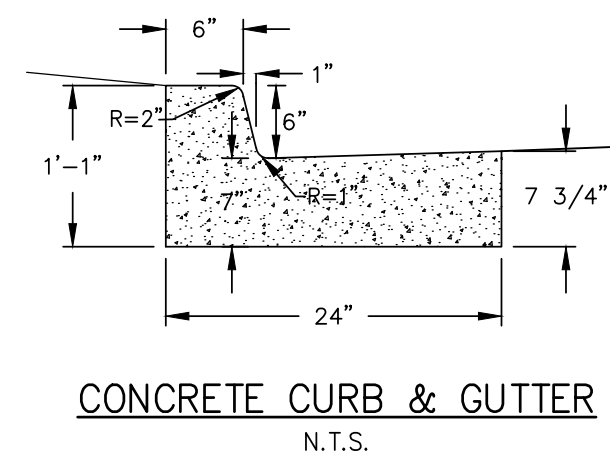
**Brads-Ko Engineering & Surveying, Inc.**  
1009 South Ninth St. Goshen, IN 46526  
Phone 574 533-9913 Fax 574 533-9911

*Gregory C. Shock*  
Gregory C. Shock, R.L.S. S0484  
Vice President

PROJECT NUMBER  
2016-0033

DRAWING NUMBER  
X-2478-1

**GEOMETRIC PLAN**  
**WATERFORD COMMONS BUSINESS**  
**PARK NORTH, PUD**  
**TRACT 2**

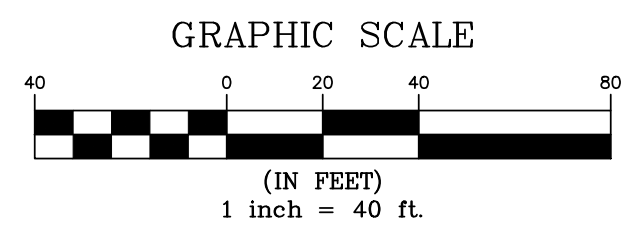


**LINE DATA**

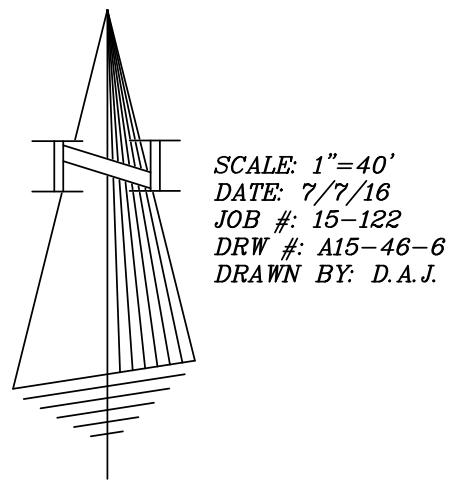
NUMBER	DIRECTION	DISTANCE
LB	N36°35'22"W	45.51'

**CURVE DATA**

NUMBER	RADIUS	ARC LENGTH	DELTA	TANGENT	CHORD LENGTH	CHORD DIRECTION
C19	164.00'	257.61'	90°00'00"	164.00'	231.93'	S44°21'40"W
C20	164.00'	102.90'	35°57'02"	53.21'	101.22'	S71°23'09"W
C21	164.00'	154.71'	54°02'58"	83.65'	149.03'	S26°23'09"W



- EASEMENT LEGEND**
- ⊙ = WATER MAIN EASEMENT
  - ⊕ = 10' UTILITY EASEMENT
  - ⊖ = DRAINAGE EASEMENT
  - ⊗ = 5' NO ACCESS EASEMENT
  - ⊞ = LANDSCAPE EASEMENT
- LEGEND**
- BP - BEGINNING OF PROJECT
  - EP - END OF PROJECT
  - PC - POINT OF CURVATURE
  - PT - POINT OF TANGENT
  - R - RADIUS DISTANCE

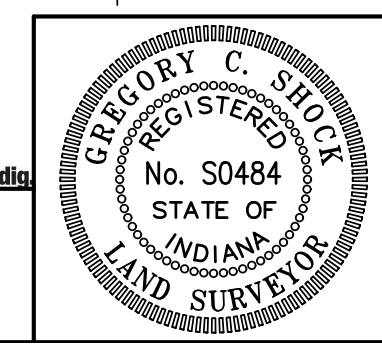


DRAWN BY: D.A.J.	APPROVED BY: G.C.S.	REVISIONS
DATE: 7/7/16	PROJ. NO. 15-122	REVISED TO REFLECT CITY OF GOSHEN COMMENTS 7/20/16
DWG. NO.: A15-46-6	FILE NAME: Z:\2015\15-122\15-122GEOMETRIC.dwg	

PROJECT  
**WATERFORD COMMONS BUSINESS PARK NORTH, PUD**  
**TRACT 2**

**GEOMETRIC PLAN**

SHEET NO. 2 OF 9



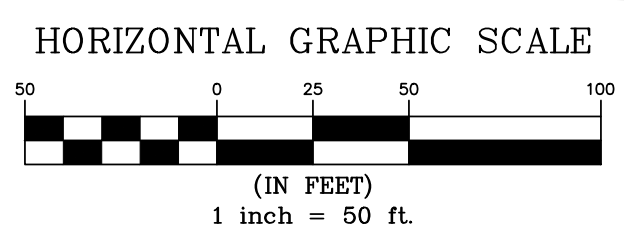
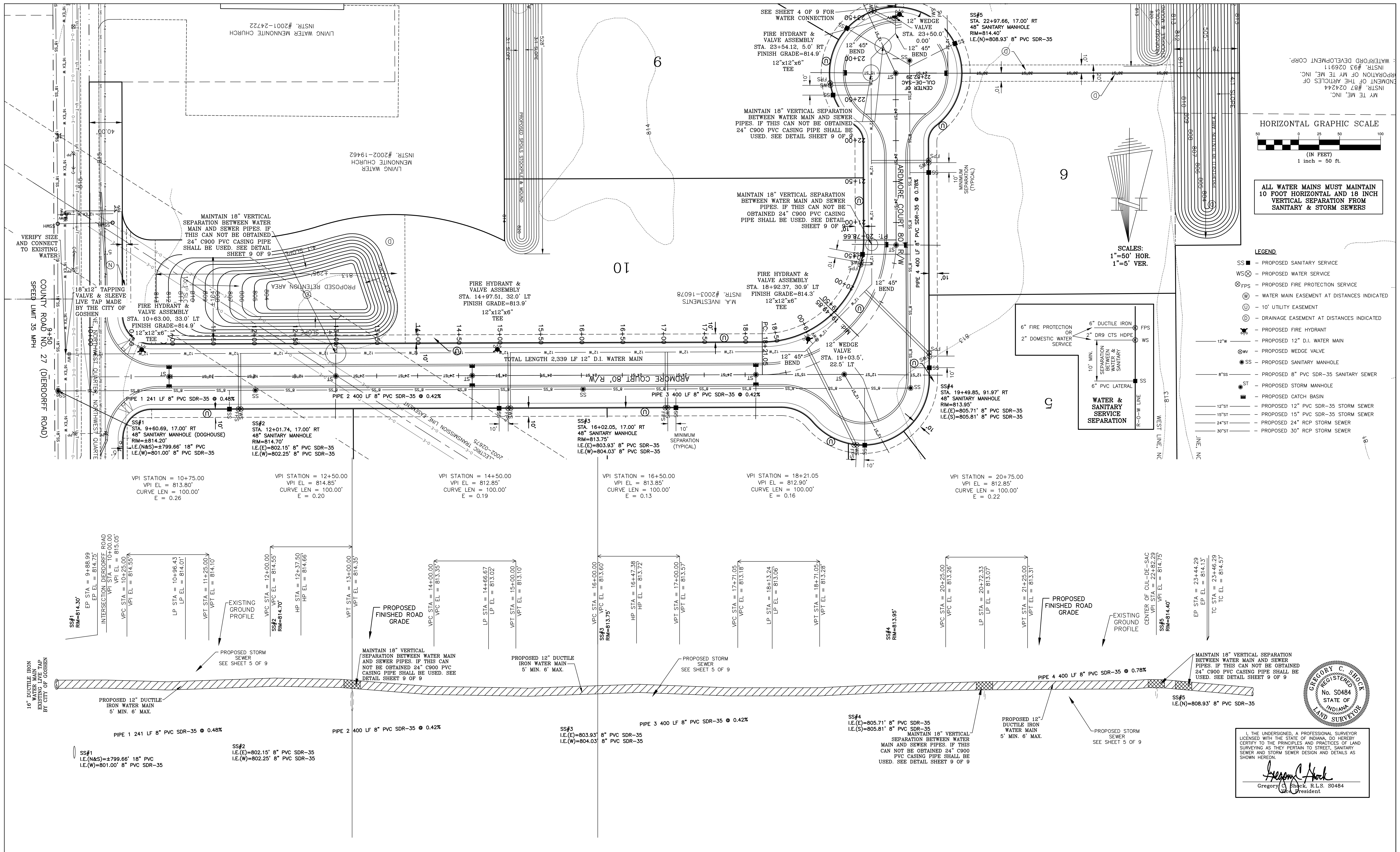
**Brads-Ko Engineering & Surveying, Inc.**  
 1009 South Ninth St. Goshen, IN 46526  
 Phone 574 533-9913 Fax 574 533-9911

*Gregory C. Stock*  
 Gregory C. Stock, R.L.S. S0484  
 President

PROJECT NUMBER  
 2016-0033

DRAWING NUMBER  
 X-2478-2





ALL WATER MAINS MUST MAINTAIN 10 FOOT HORIZONTAL AND 18 INCH VERTICAL SEPARATION FROM SANITARY & STORM SEWERS

- LEGEND**
- SS ■ - PROPOSED SANITARY SERVICE
  - WS ⊗ - PROPOSED WATER SERVICE
  - FPS ⊗ - PROPOSED FIRE PROTECTION SERVICE
  - ⊙ - WATER MAIN EASEMENT AT DISTANCES INDICATED
  - ⊙ - 10' UTILITY EASEMENT
  - ⊙ - DRAINAGE EASEMENT AT DISTANCES INDICATED
  - ⊙ - PROPOSED FIRE HYDRANT
  - ⊙ - PROPOSED 12" D.I. WATER MAIN
  - ⊙ - PROPOSED WEDGE VALVE
  - ⊙ - PROPOSED 8" PVC SDR-35 SANITARY SEWER
  - ⊙ - PROPOSED STORM MANHOLE
  - ⊙ - PROPOSED CATCH BASIN
  - ⊙ - PROPOSED 12" PVC SDR-35 STORM SEWER
  - ⊙ - PROPOSED 15" PVC SDR-35 STORM SEWER
  - ⊙ - PROPOSED 24" RCP STORM SEWER
  - ⊙ - PROPOSED 30" RCP STORM SEWER

SCALES:  
1"=50' HOR.  
1"=5' VER.

WATER & SANITARY SERVICE SEPARATION



I, THE UNDERSIGNED, A PROFESSIONAL SURVEYOR LICENSED WITH THE STATE OF INDIANA, DO HEREBY CERTIFY TO THE PRINCIPLES AND PRACTICES OF LAND SURVEYING AS THEY PERTAIN TO STREET, SANITARY SEWER AND STORM SEWER DESIGN AND DETAILS AS SHOWN HEREON.

*Gregory C. Shock*  
Gregory C. Shock, R.L.S. S0484  
President

**Brads-Ko Engineering & Surveying, Inc.**  
1009 South Ninth St. Goshen, IN 46526  
Phone 574 533-9913 Fax 574 533-9911

DRAWN BY: D.A.J.	APPROVED BY: G.C.S.	REVISIONS
DATE: 7/7/16	PROJ. NO. 15-122	REVISED TO REFLECT CITY OF GOSHEN COMMENTS 7/20/16
DWG. NO.: A15-46-7	FILE NAME: Z:\2015\15-122\15-122\ARMORE.dwg	

PROJECT  
WATERFORD COMMONS BUSINESS PARK NORTH, PUD  
TRACT 2

ARDMORE COURT PLAN & PROFILE  
SANITARY SEWER & WATER MAIN

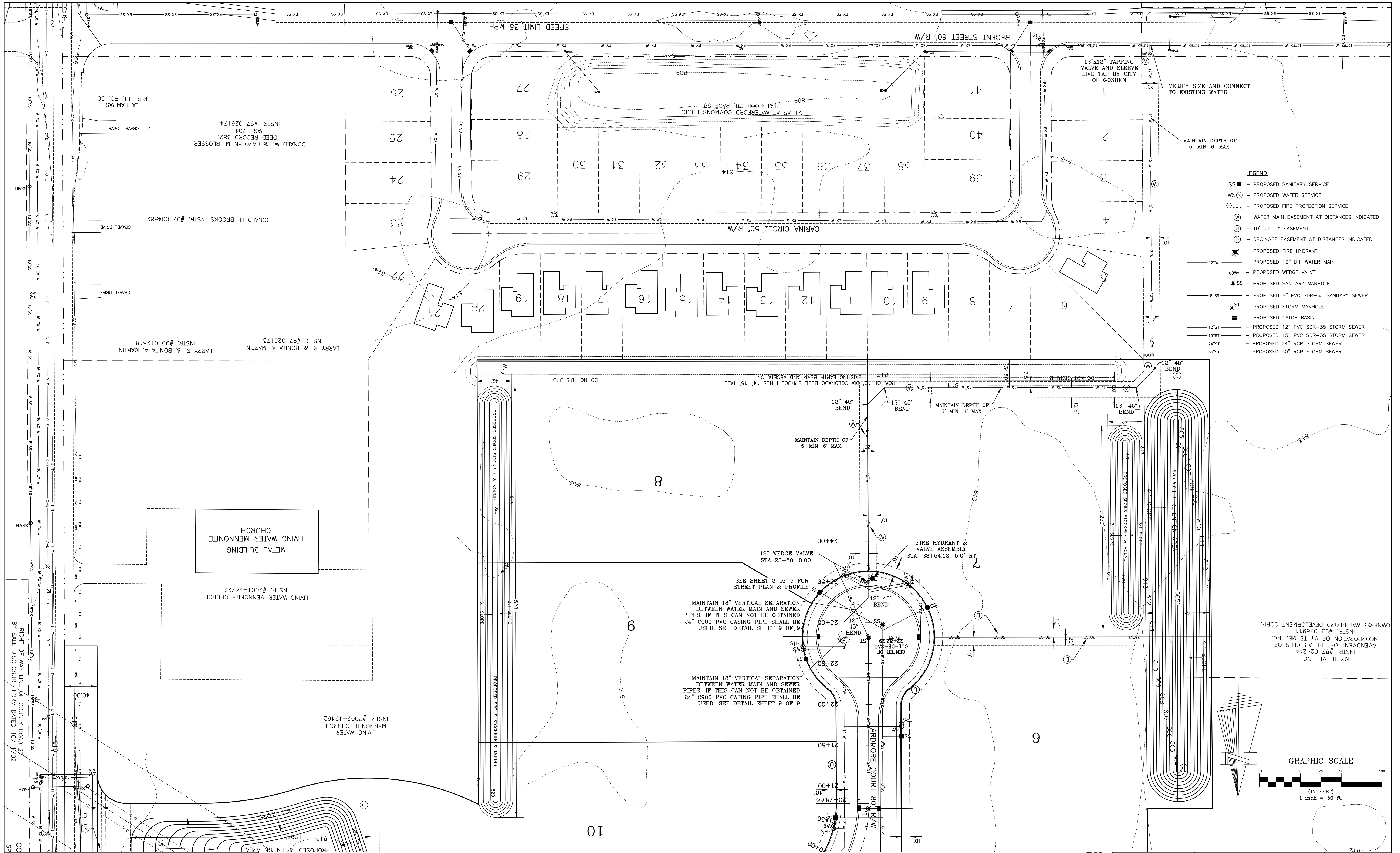
SHT. NO. 3 OF 9



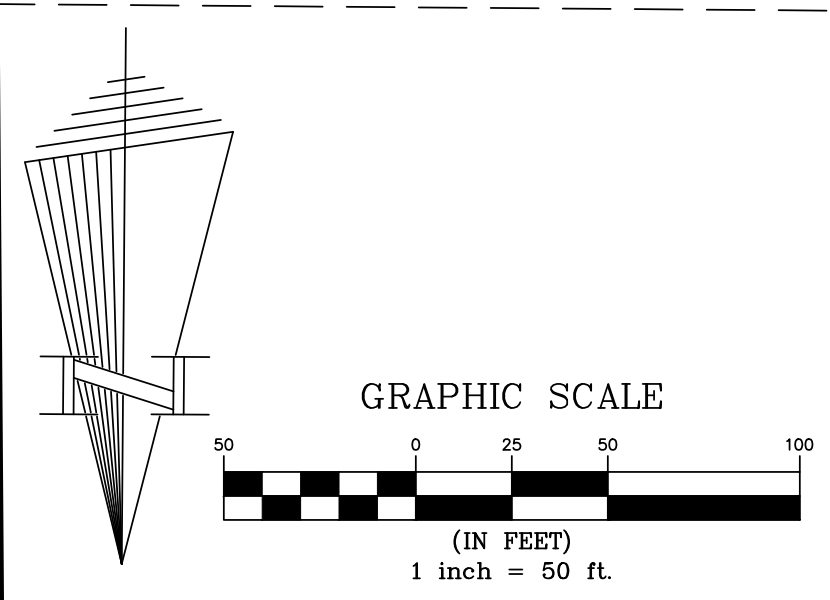
I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER LICENSED WITH THE STATE OF INDIANA, DO HEREBY CERTIFY TO THE PRINCIPLES AND PRACTICES OF ENGINEERING AS THEY PERTAIN TO POTABLE WATER DESIGN AND DETAILS AS SHOWN HEREON.

*Rick L. Pharis*  
Rick L. Pharis, P.E. No. 19935

PROJECT NUMBER  
2016-0033  
DRAWING NUMBER  
X-2478-3



- LEGEND**
- SS ■ - PROPOSED SANITARY SERVICE
  - WS ⊗ - PROPOSED WATER SERVICE
  - FPS ⊗ - PROPOSED FIRE PROTECTION SERVICE
  - ⊙ - WATER MAIN EASEMENT AT DISTANCES INDICATED
  - ⊙ - 10' UTILITY EASEMENT
  - ⊙ - DRAINAGE EASEMENT AT DISTANCES INDICATED
  - ⊙ - PROPOSED FIRE HYDRANT
  - - PROPOSED 12" D.I. WATER MAIN
  - ⊙ - PROPOSED WEDGE VALVE
  - - PROPOSED SANITARY MANHOLE
  - - PROPOSED 8" SDR-35 SANITARY SEWER
  - - PROPOSED STORM MANHOLE
  - - PROPOSED CATCH BASIN
  - - PROPOSED 12" PVC SDR-35 STORM SEWER
  - - PROPOSED 15" PVC SDR-35 STORM SEWER
  - - PROPOSED 24" RCP STORM SEWER
  - - PROPOSED 30" RCP STORM SEWER



RIGHT OF WAY LINE OF COUNTY ROAD 27  
BY SALE DISCLOSURE FORM DATED 10/11/02

OWNERS: WATERFORD DEVELOPMENT CORP.  
INSTR. #93 026911  
INCORPORATION OF MY TE ME, INC.  
AMENDMENT OF THE ARTICLES OF  
INSTR. #87 024244  
MY TE ME, INC.

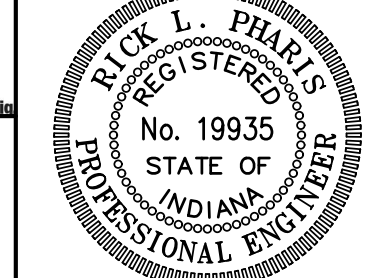
**Brads-Ko Engineering & Surveying, Inc.**  
1009 South Ninth St. Goshen, IN 46526  
Phone 574 533-9913 Fax 574 533-9911

DRAWN BY: D.A.J.	APPROVED BY: G.C.S.	REVISIONS
DATE: 7/7/16	PROJ. NO. 15-122	REVISED TO REFLECT CITY OF GOSHEN COMMENTS 7/20/16
DWG. NO.: A15-46-B	FILE NAME: Z:\2015\15-122\15-122-ARDMORE_WATER.dwg	

PROJECT	WATERFORD COMMONS BUSINESS PARK NORTH, PUD
TRACT	TRACT 2

**ARDMORE COURT PLAN & PROFILE**  
REGENT STREET WATER MAIN CONNECTION

SHT. NO. 4  
OF 9

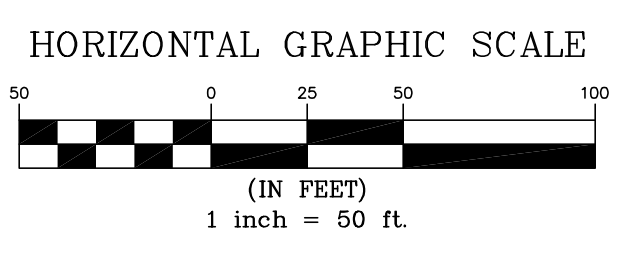
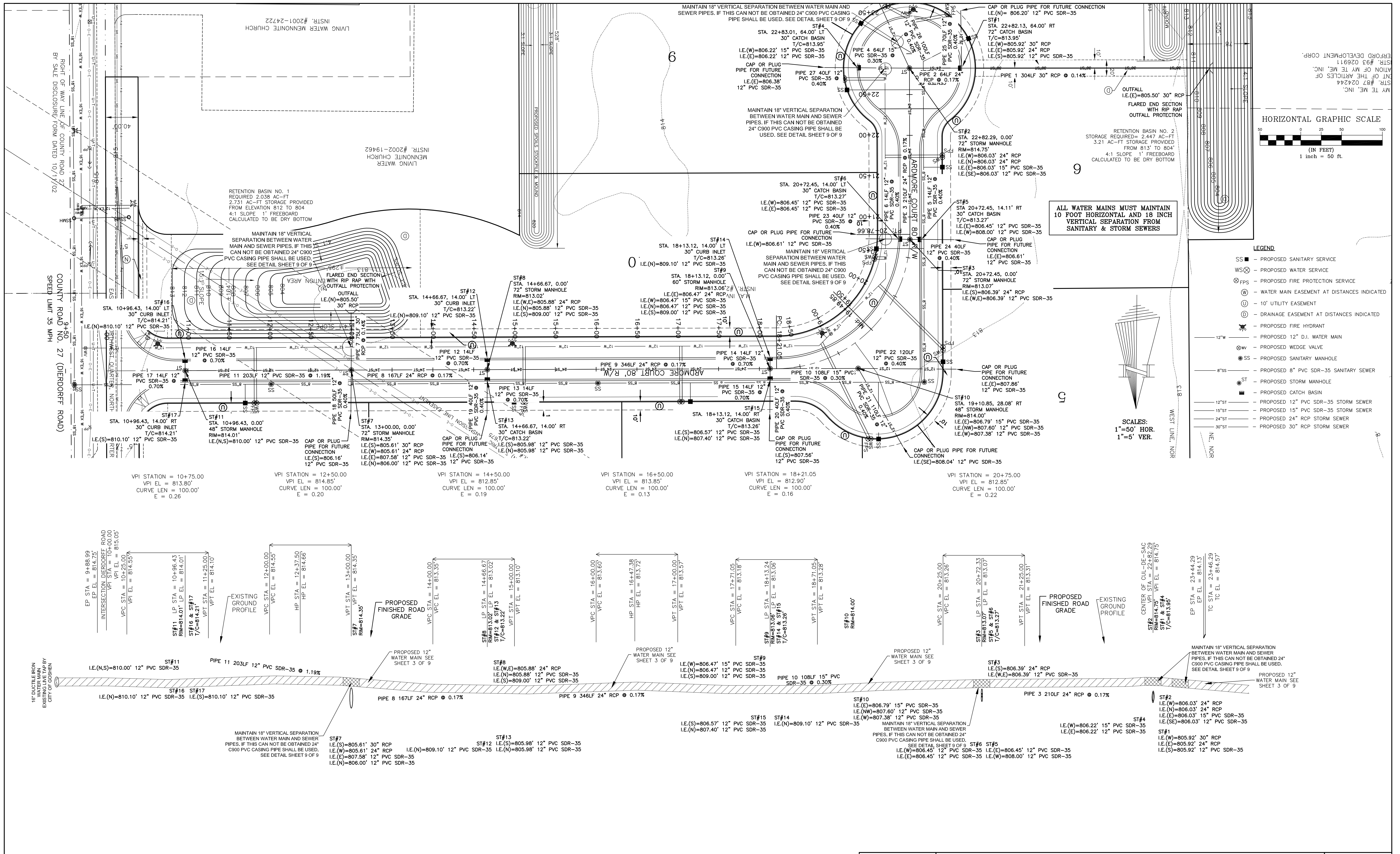


I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER LICENSED WITH THE STATE OF INDIANA DO HEREBY CERTIFY TO THE PRINCIPLES AND PRACTICES OF ENGINEERING AS THEY PERTAIN TO POTABLE WATER DESIGN AND DETAILS AS SHOWN HEREON.

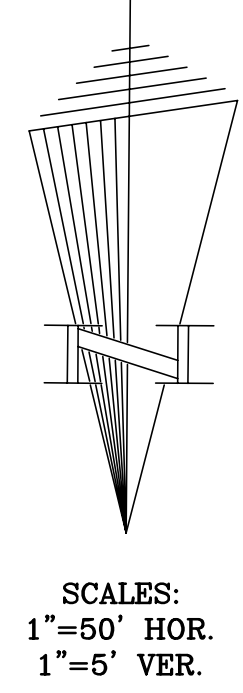
*Rick L. Pharis*  
Rick L. Pharis, P.E. No. 19935

PROJECT NUMBER  
2016-0033

DRAWING NUMBER  
X-2478-4



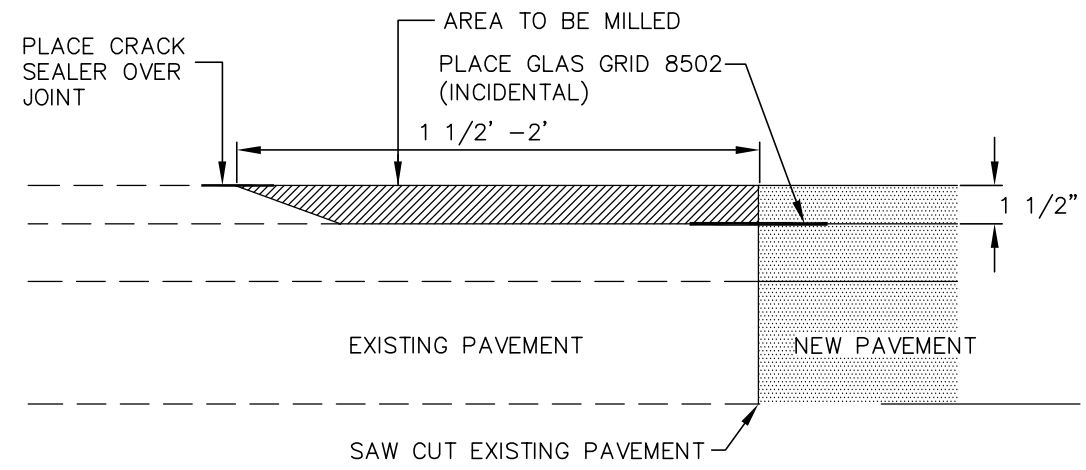
- LEGEND**
- SS ■ - PROPOSED SANITARY SERVICE
  - WS ⊗ - PROPOSED WATER SERVICE
  - FPS ⊗ - PROPOSED FIRE PROTECTION SERVICE
  - W - WATER MAIN EASEMENT AT DISTANCES INDICATED
  - U - 10' UTILITY EASEMENT
  - D - DRAINAGE EASEMENT AT DISTANCES INDICATED
  - ⊗ - PROPOSED FIRE HYDRANT
  - 12"W - PROPOSED 12" D.I. WATER MAIN
  - ⊗ - PROPOSED WEDGE VALVE
  - SS - PROPOSED SANITARY MANHOLE
  - ST - PROPOSED STORM MANHOLE
  - 12"SS - PROPOSED 8" PVC SDR-35 SANITARY SEWER
  - 15"SS - PROPOSED 12" PVC SDR-35 STORM SEWER
  - 24"SS - PROPOSED 24" RCP STORM SEWER
  - 30"SS - PROPOSED 30" RCP STORM SEWER



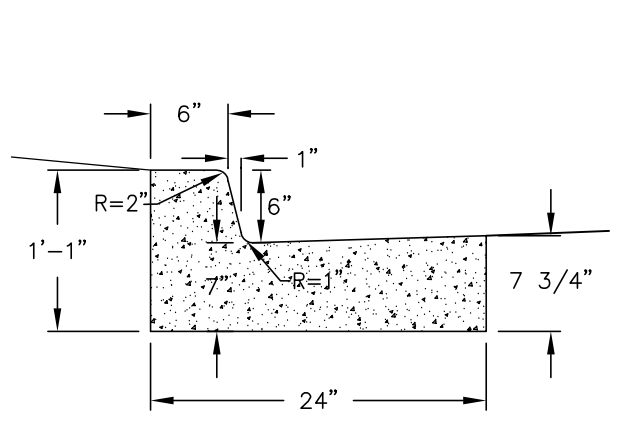
ALL WATER MAINS MUST MAINTAIN 10 FOOT HORIZONTAL AND 18 INCH VERTICAL SEPARATION FROM SANITARY & STORM SEWERS

RIGHT OF WAY LINE OF COUNTY ROAD 27 BY SALE DISCLOSURE FORM DATED 10/17/02  
 COUNTY ROAD NO. 27 (DIERDORFF ROAD)  
 SPEED LIMIT 35 MPH

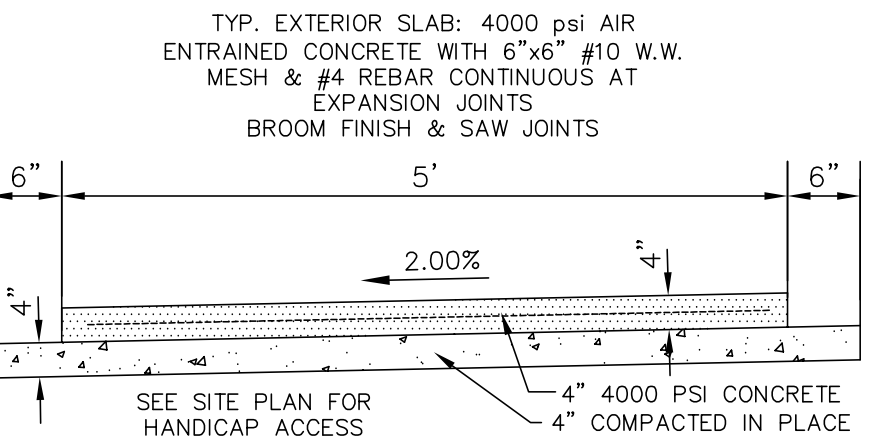
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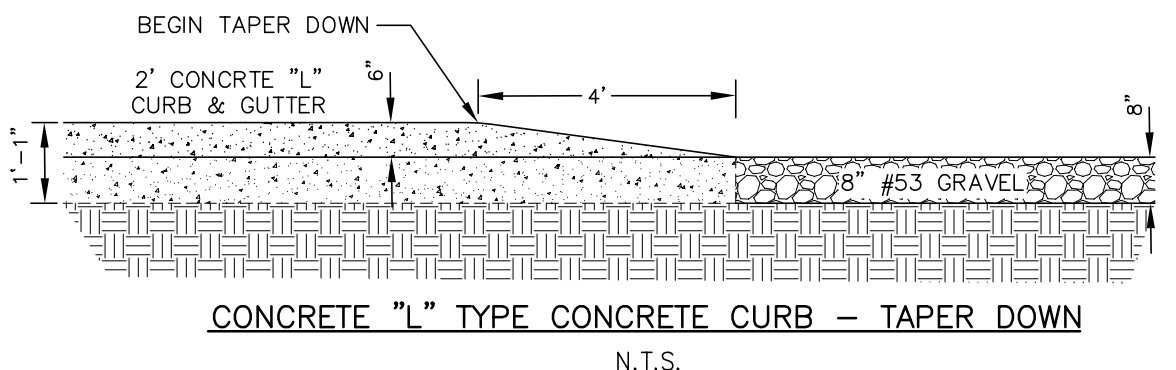
**MILLING DETAIL**  
NOT TO SCALE



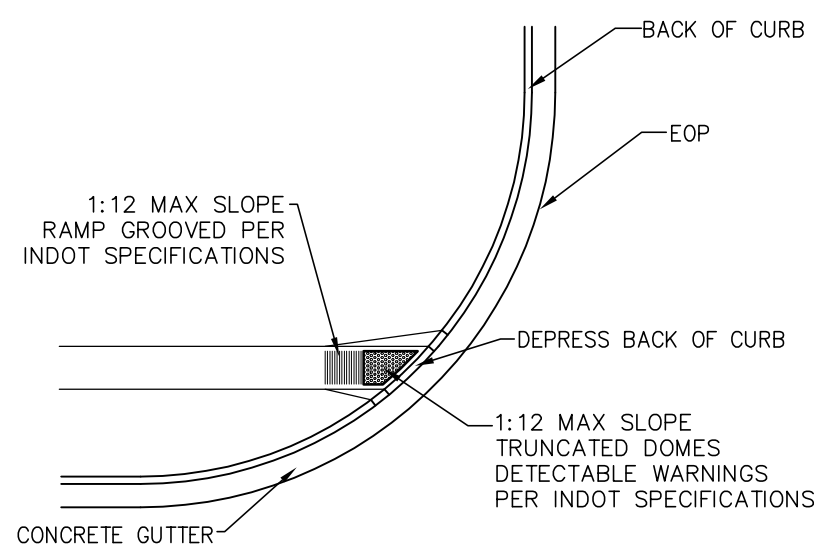
**CONCRETE "L" CURB & GUTTER**  
N.T.S.



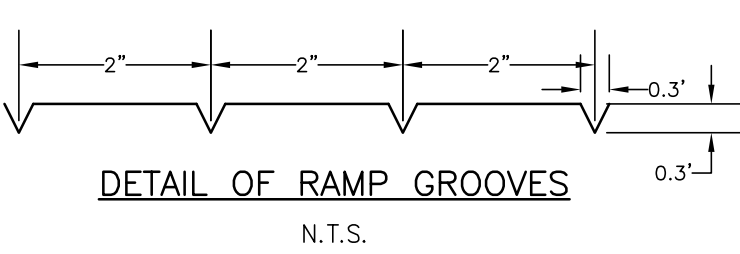
**CONCRETE WALK DETAIL**  
N.T.S.



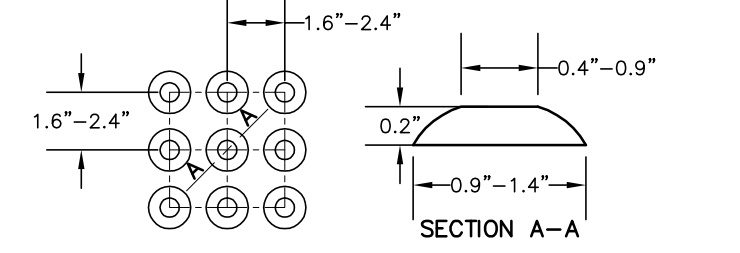
**CONCRETE "L" TYPE CONCRETE CURB - TAPER DOWN**  
N.T.S.



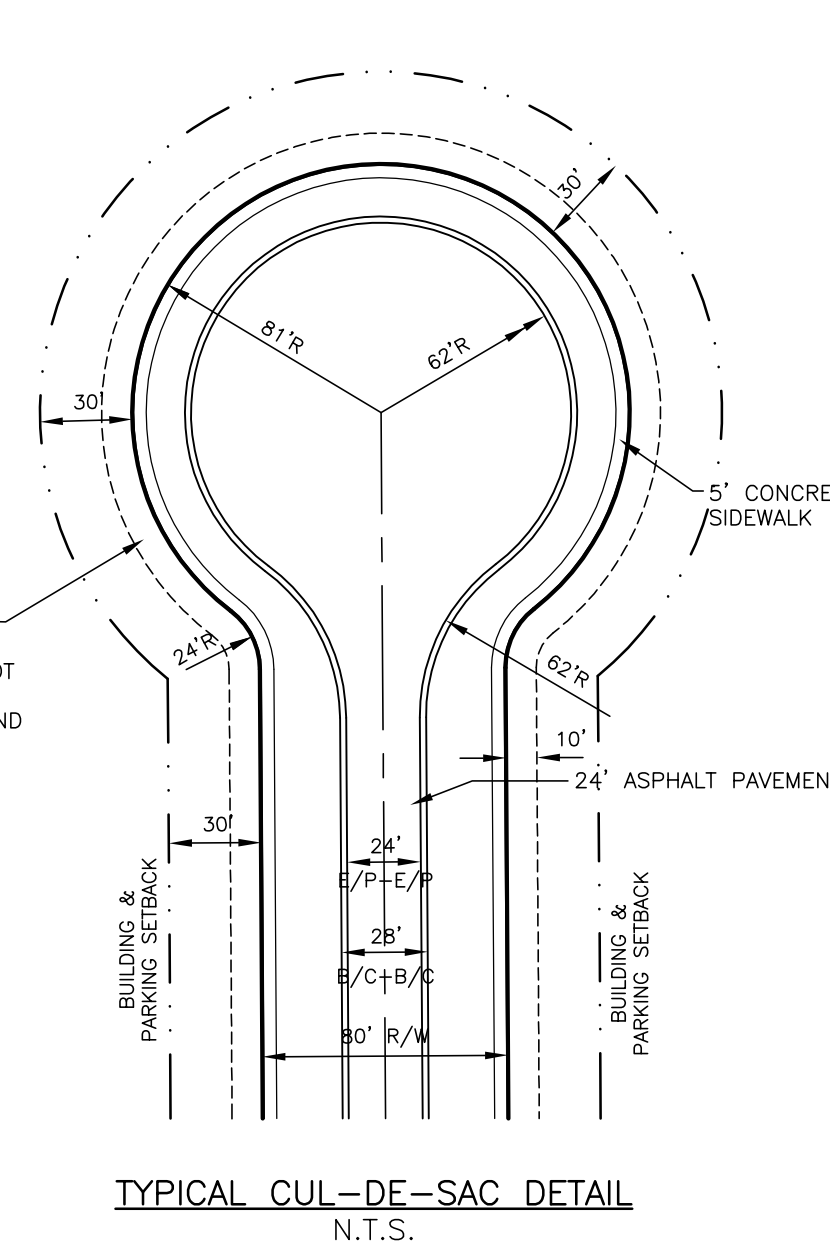
**CURB RAMP DETAIL**  
N.T.S.



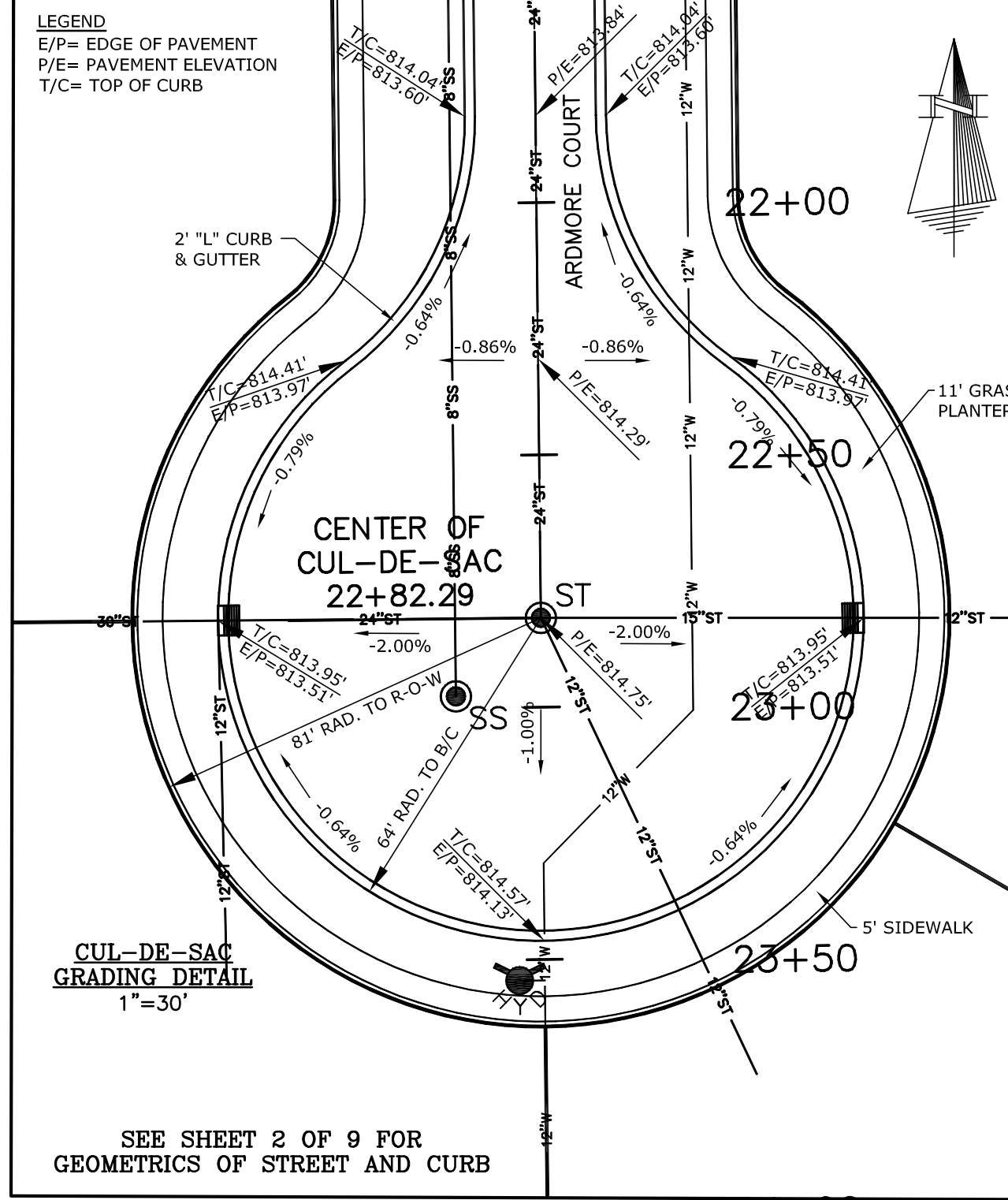
**DETAIL OF RAMP GROOVES**  
N.T.S.



**TRUNCATED DOMES USED IN DETECTABLE WARNINGS**  
N.T.S.

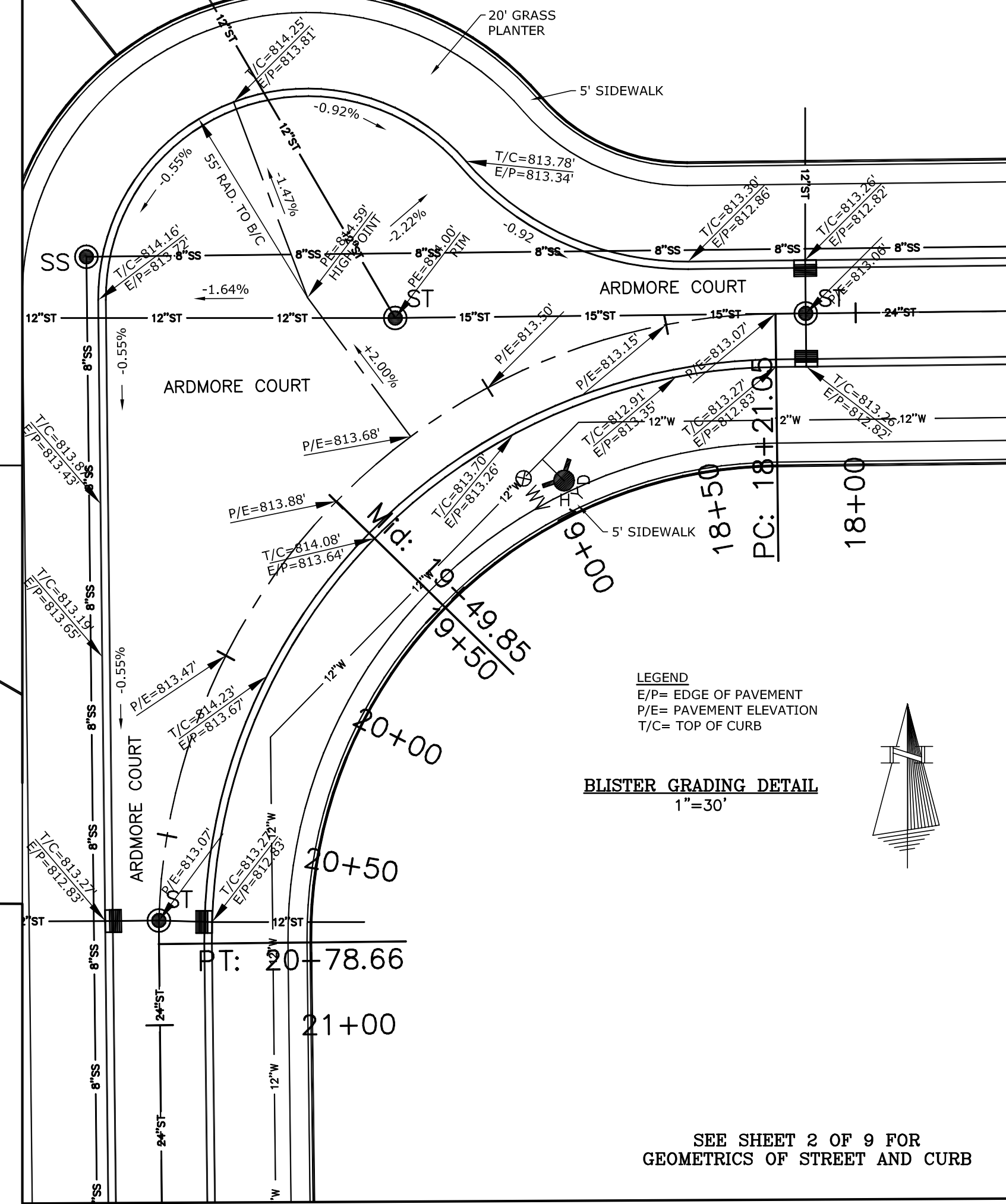


**TYPICAL CUL-DE-SAC DETAIL**  
N.T.S.



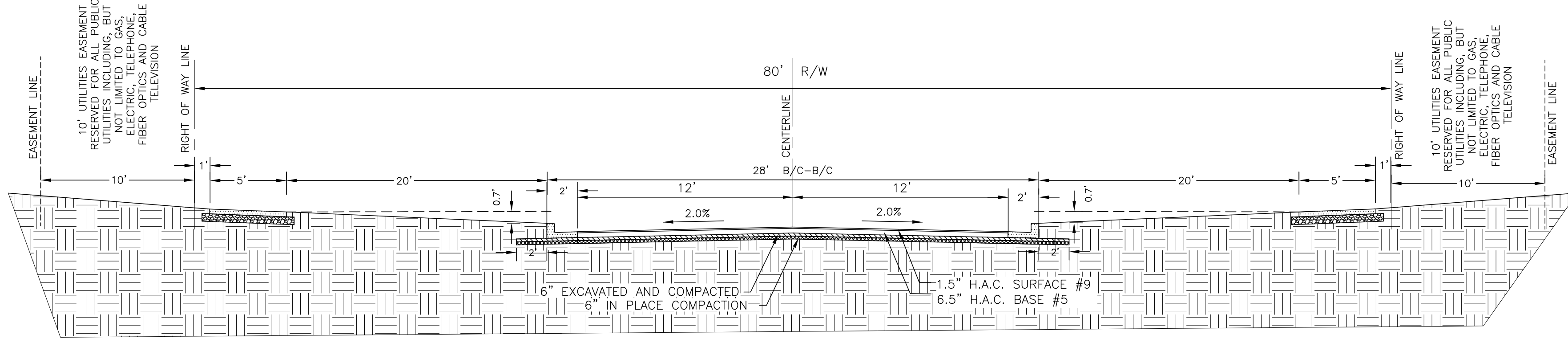
**CUL-DE-SAC GRADING DETAIL**  
1"=30'

SEE SHEET 2 OF 9 FOR GEOMETRICS OF STREET AND CURB

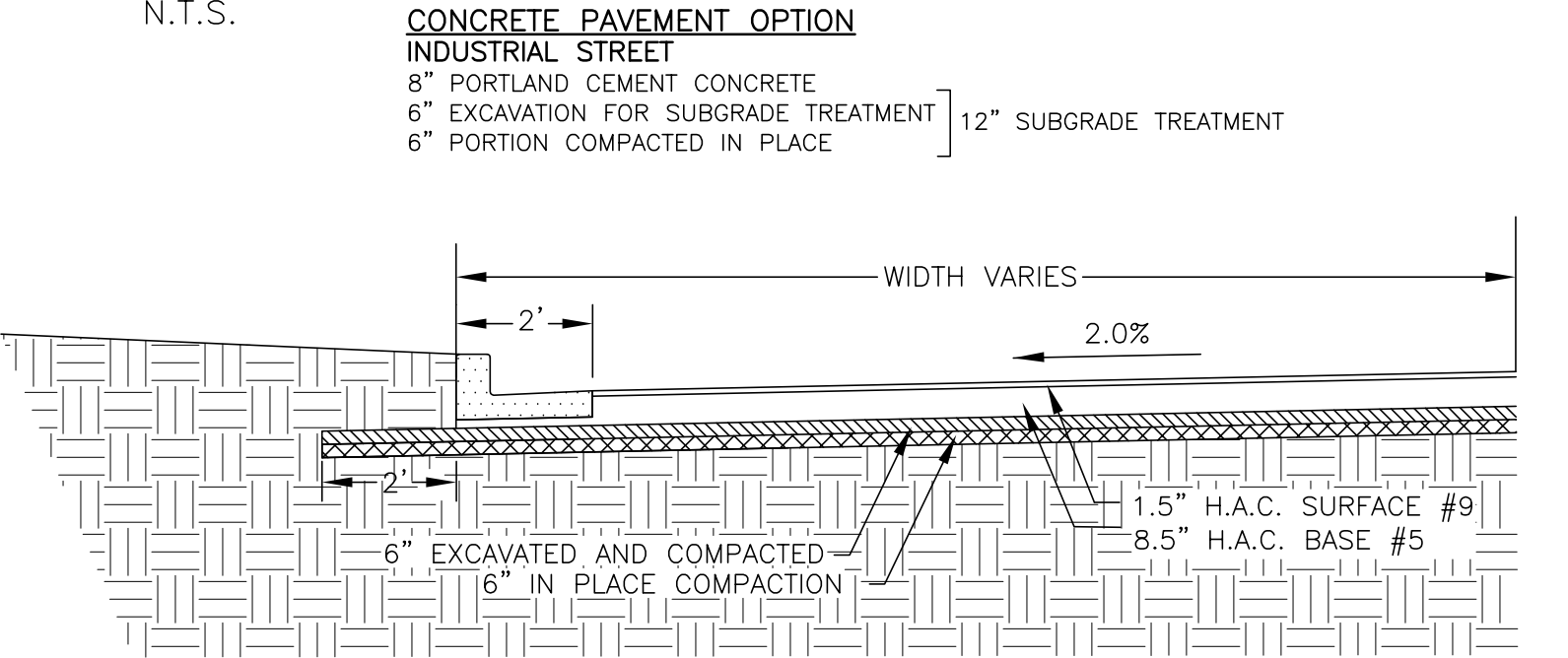


**BLISTER GRADING DETAIL**  
1"=30'

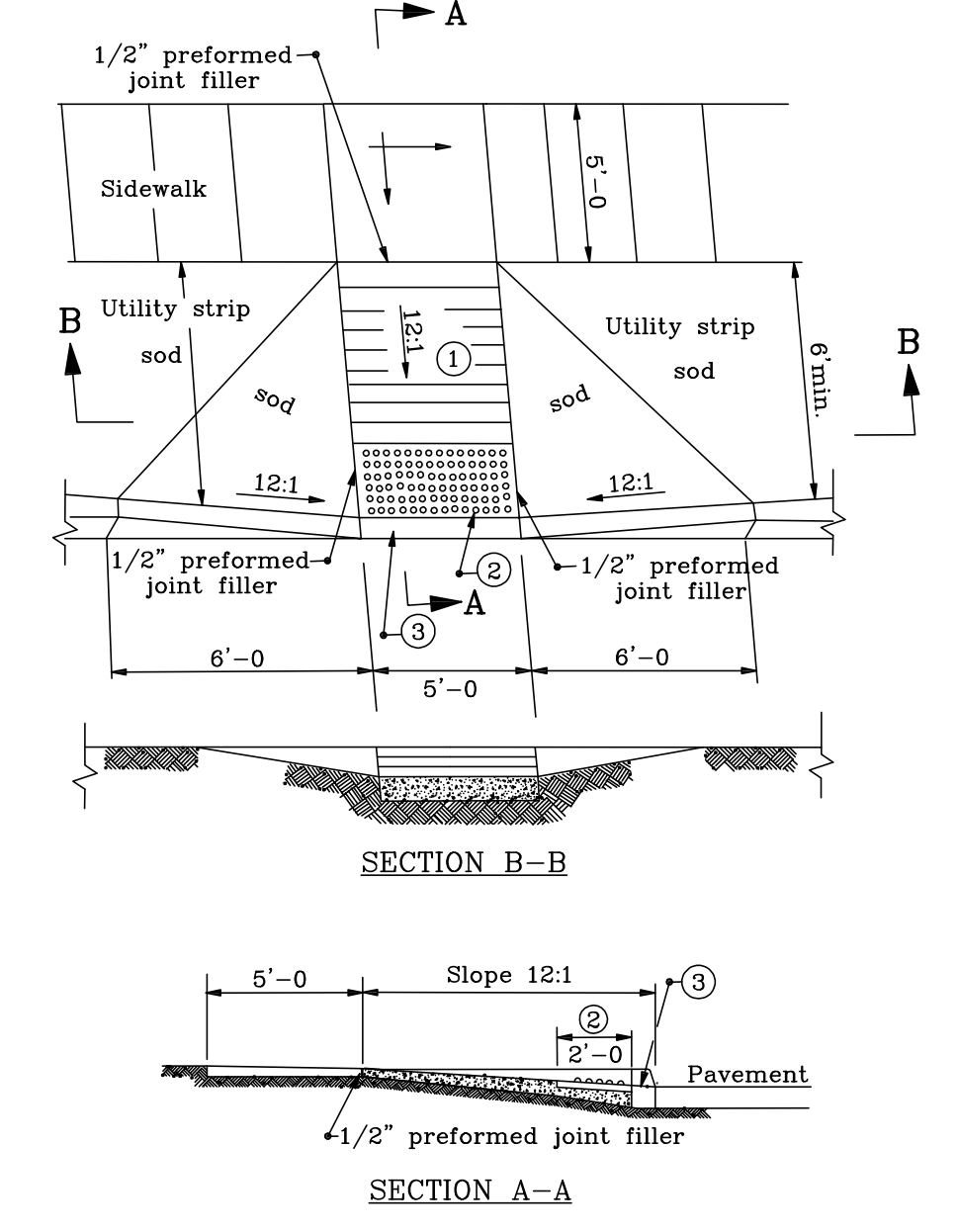
SEE SHEET 2 OF 9 FOR GEOMETRICS OF STREET AND CURB



**TYPICAL INDUSTRIAL STREET PAVEMENT CROSS-SECTION - FULL DEPTH HAC INDUSTRIAL**  
N.T.S.

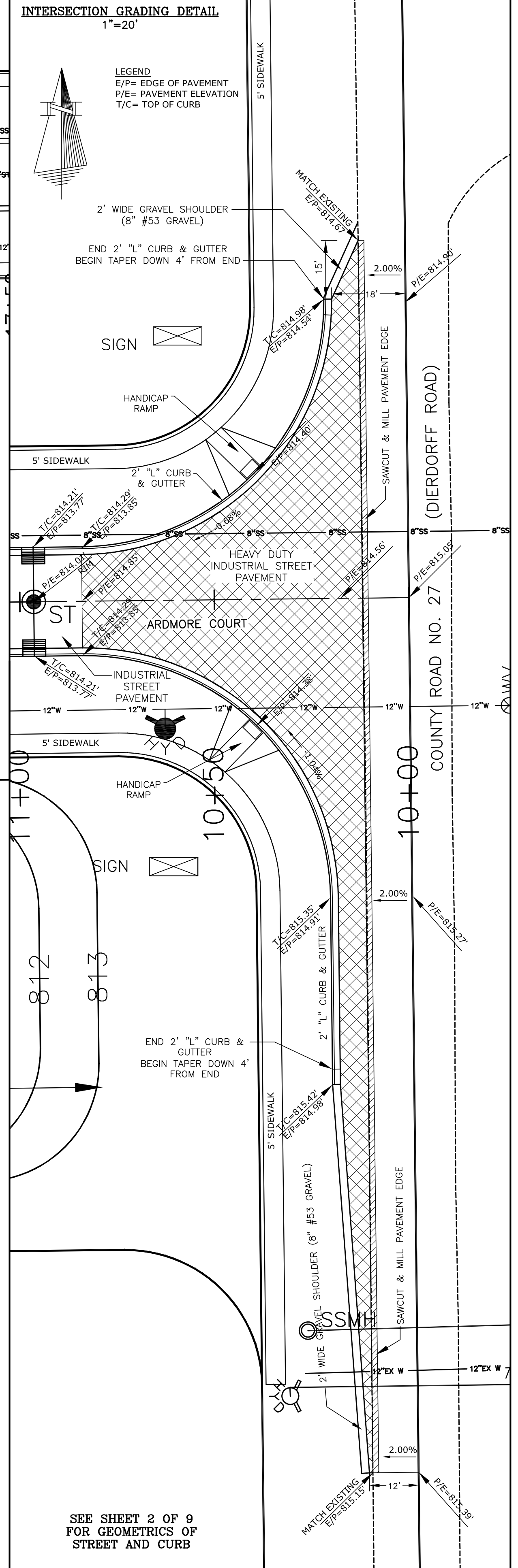


**TYPICAL HEAVY DUTY INDUSTRIAL STREET PAVEMENT CROSS-SECTION - FULL DEPTH HAC INDUSTRIAL**  
N.T.S.



**MODIFIED RAMP CURB TYPE C**  
N.T.S.

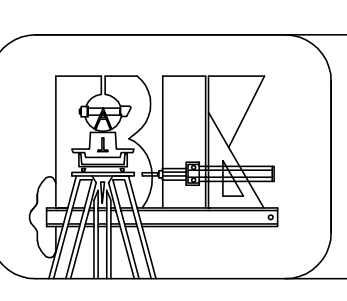
- NOTES:**
- SEE STANDARD DRAWING INDOT E 604-SWCR-02 FOR GROOVE DETAILS.
  - SEE STANDARD DRAWING INDOT E 604-SWCR-02 FOR DETAILS OF THE DETECTABLE WARNINGS.
  - SEE STANDARD DRAWING INDOT E 604-SWCR-02 FOR ALTERNATE CURB CONSTRUCTION.
- SEE STANDARD DRAWING INDOT E 604-SWCR-02 FOR TYPICAL RAMP CONSTRUCTION DETAIL.
- SEE STANDARD DRAWING INDOT E 604-SWCR-01 AND -02 FOR PLAN LOCATION AND GENERAL NOTES RESPECTIVELY.



**INTERSECTION GRADING DETAIL**  
1"=20'

SEE SHEET 2 OF 9 FOR GEOMETRICS OF STREET AND CURB

**PROJECT BENCHMARK**  
NORTH BURY BOLT OF FIRE HYDRANT ON EAST SIDE OF COUNTY ROAD NO. 27 (DIERDORFF ROAD) AND ±30 FEET NORTH OF ENTRANCE TO MISSIONARY CHURCH, ELEVATION 815.00 FEET (NAVD 1988).



**Brads-Ko Engineering & Surveying, Inc.**  
1009 South Ninth St. Goshen, IN 46526  
Phone 574 533-9913 Fax 574 533-9911

**Gregory C. Stock**  
R.L.S. S0484  
President

DRAWN BY: D.A.J.	APPROVED BY: G.C.S.	REVISIONS
DATE: 7/7/16	PROJ. NO. 15-122	REVISED TO REFLECT CITY OF GOSHEN COMMENTS 7/20/16
DWG. NO.: A15-46-10	FILE NAME: 201515-12215-12216R09.dwg	

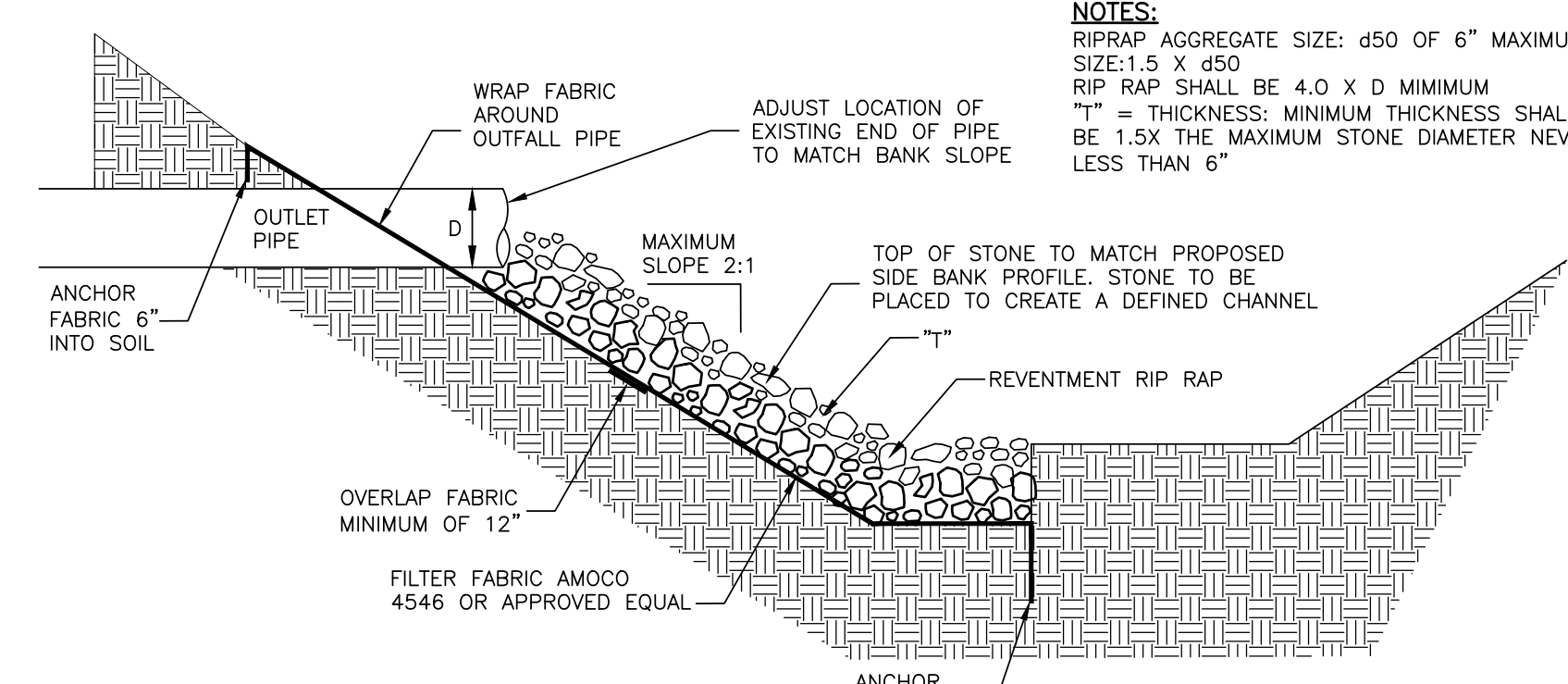
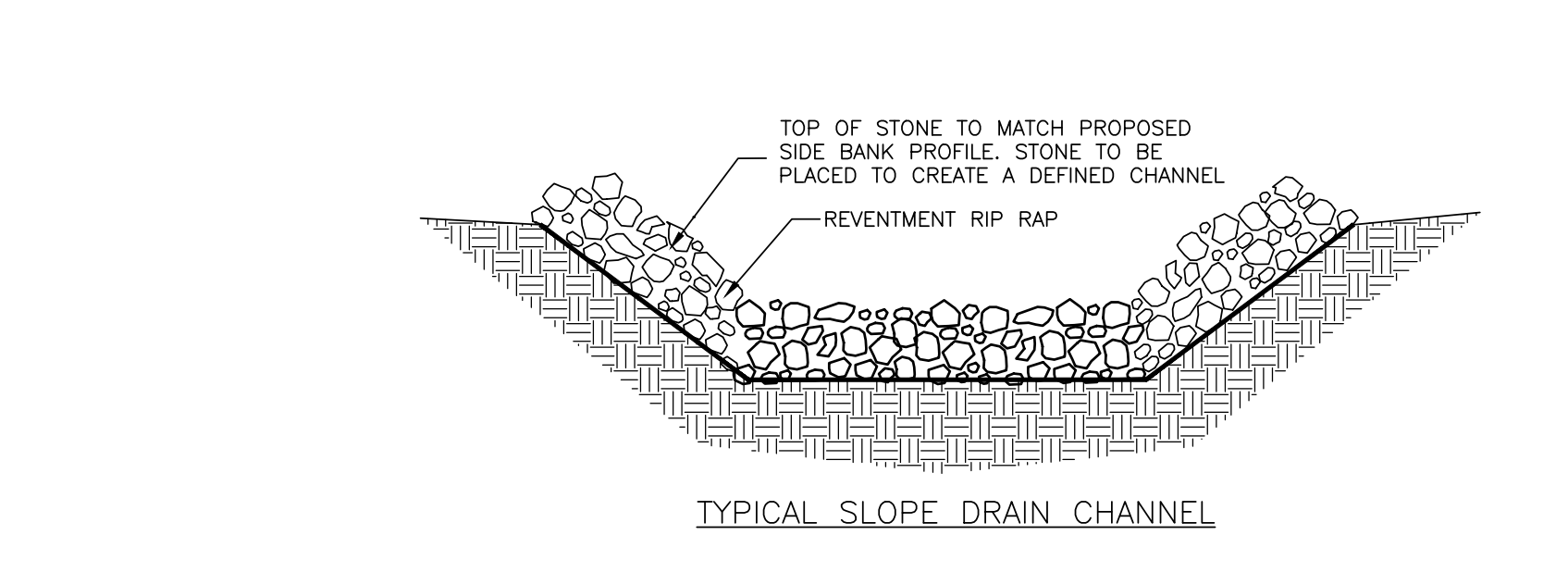
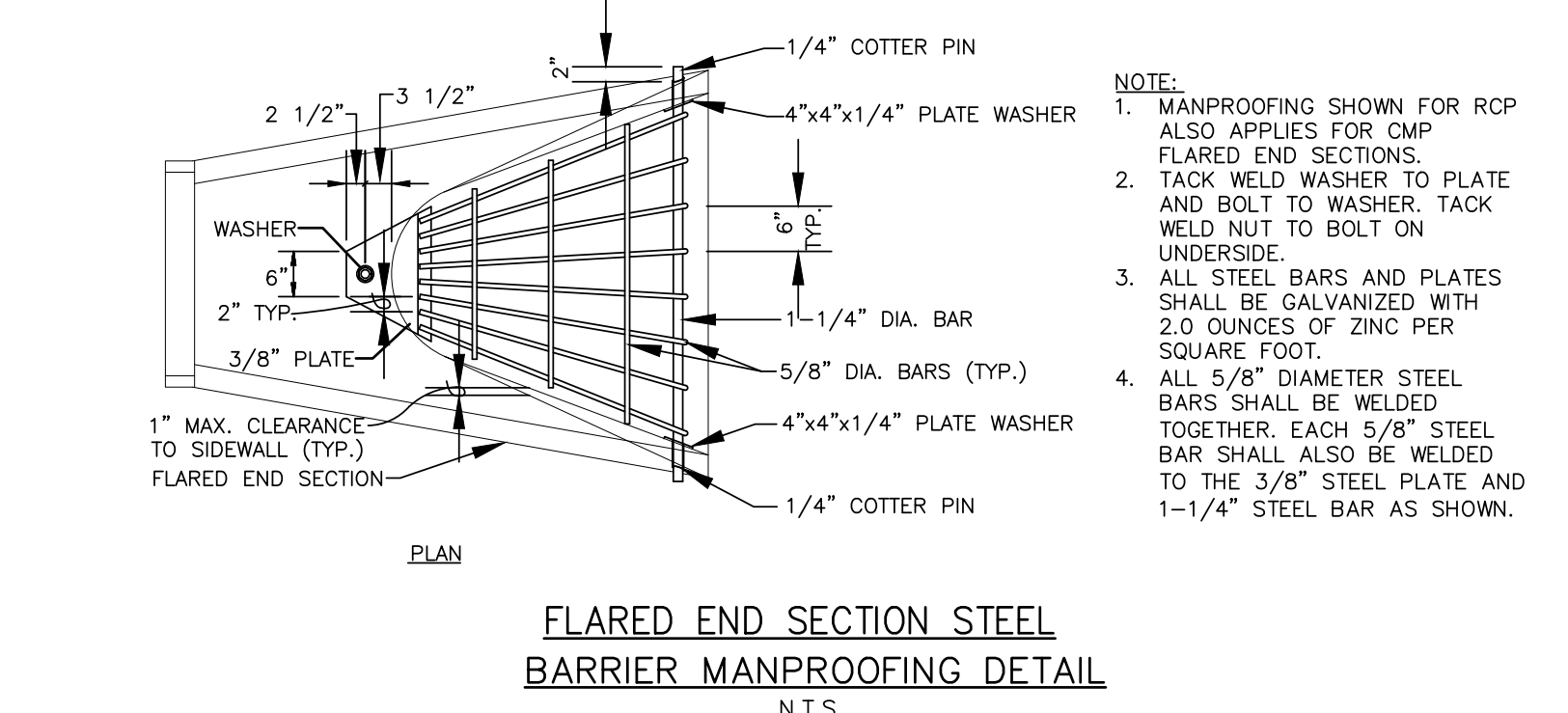
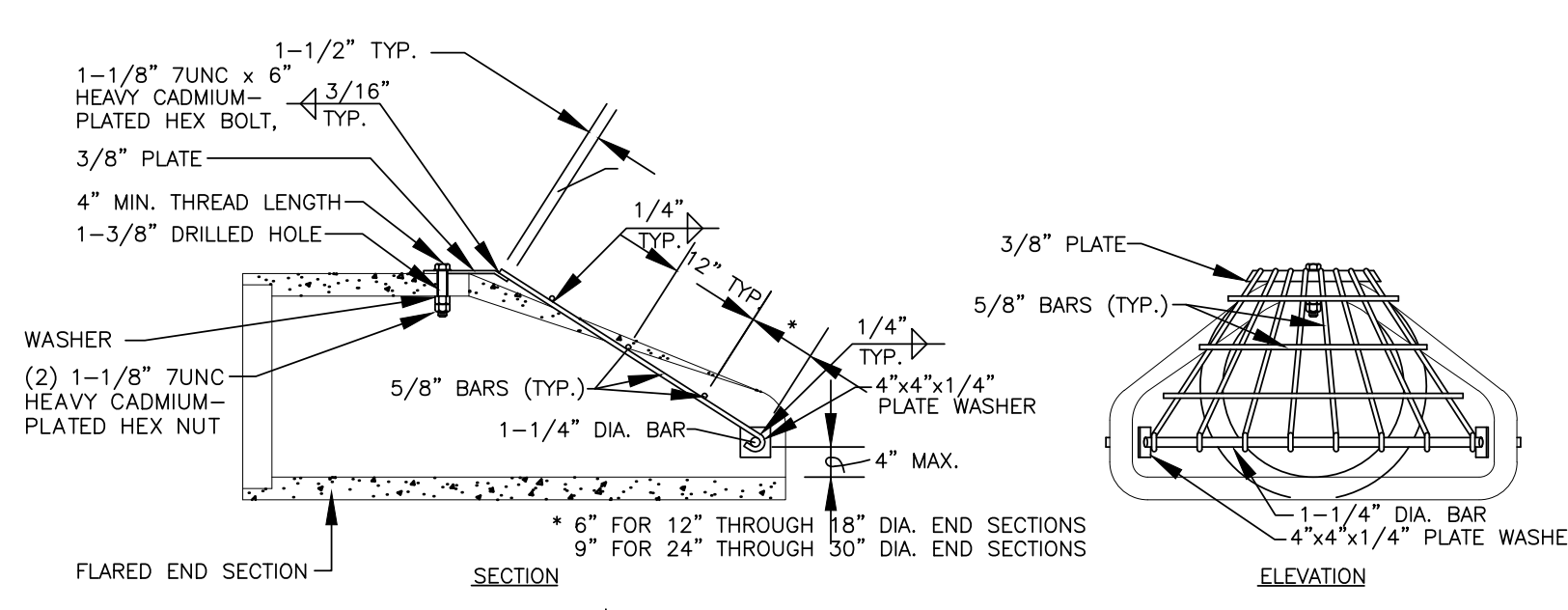
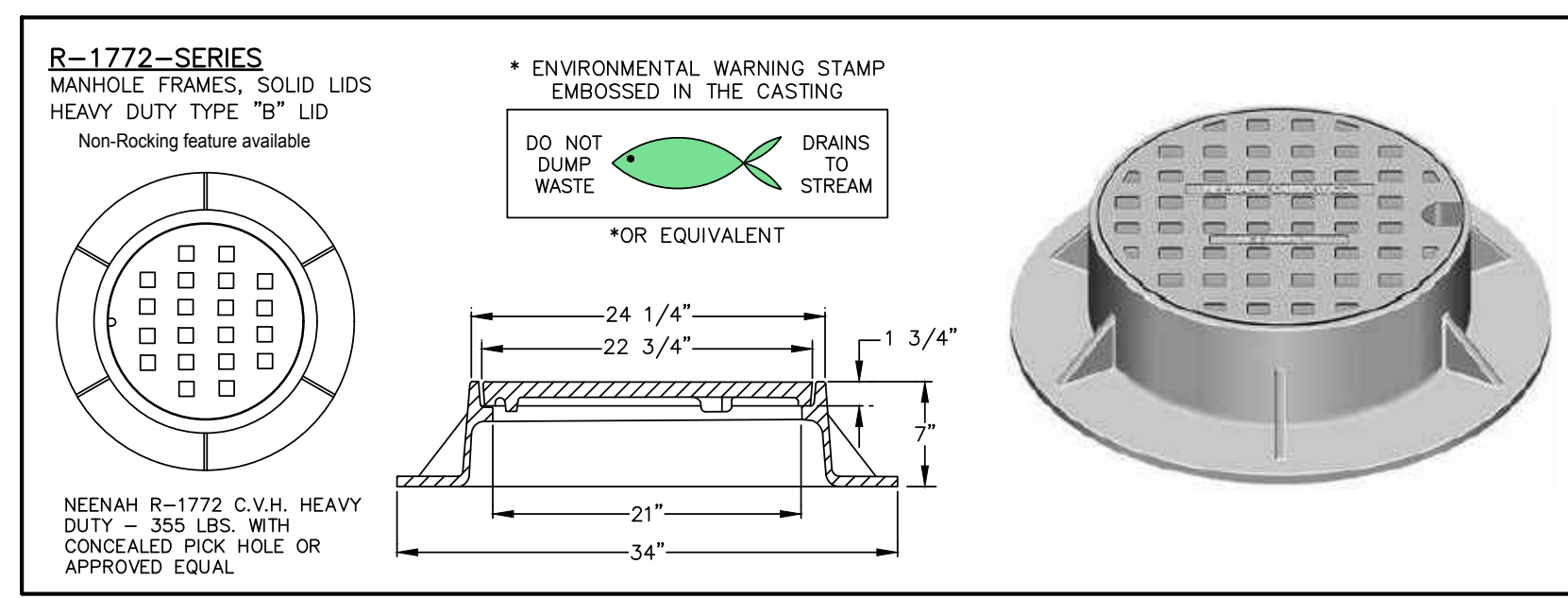
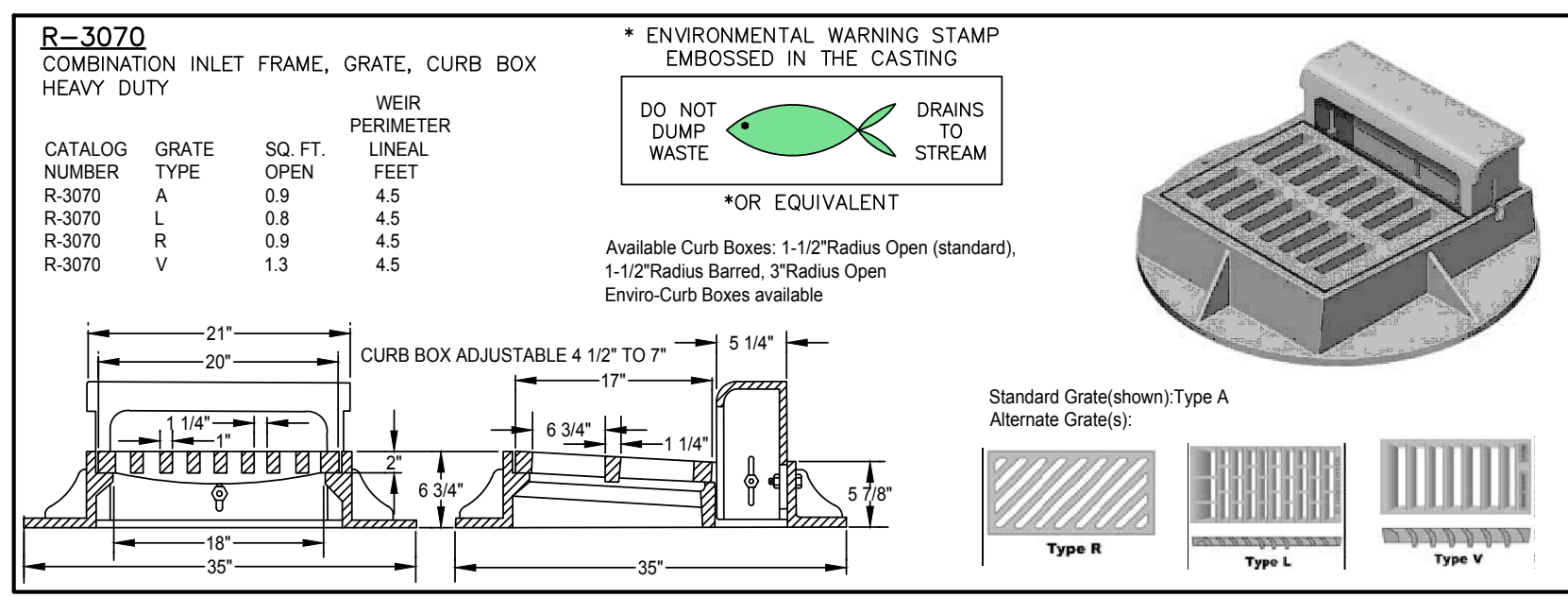
**PROJECT**  
WATERFORD COMMONS BUSINESS PARK NORTH, PUD TRACT 2

**ROADWAY & MISCELLANEOUS DETAILS**

SHT. NO. 6 OF 9

**PROJECT NUMBER**  
2016-0033

**DRAWING NUMBER**  
X-2478-6



**MAINTENANCE REQUIREMENTS:**  
1. INSPECT PERIODICALLY FOR LOOSE OR DISPLACED MATERIAL.  
2. ADD ADDITIONAL STONE AS NEEDED.

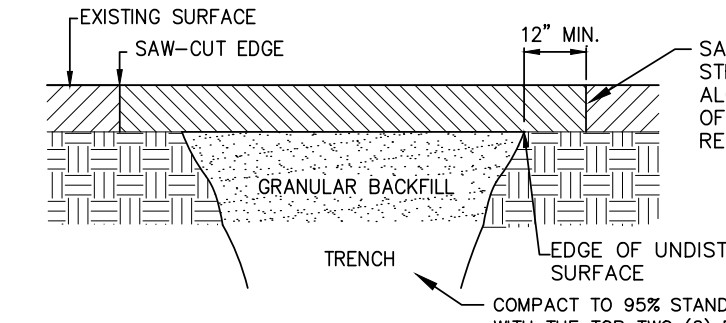
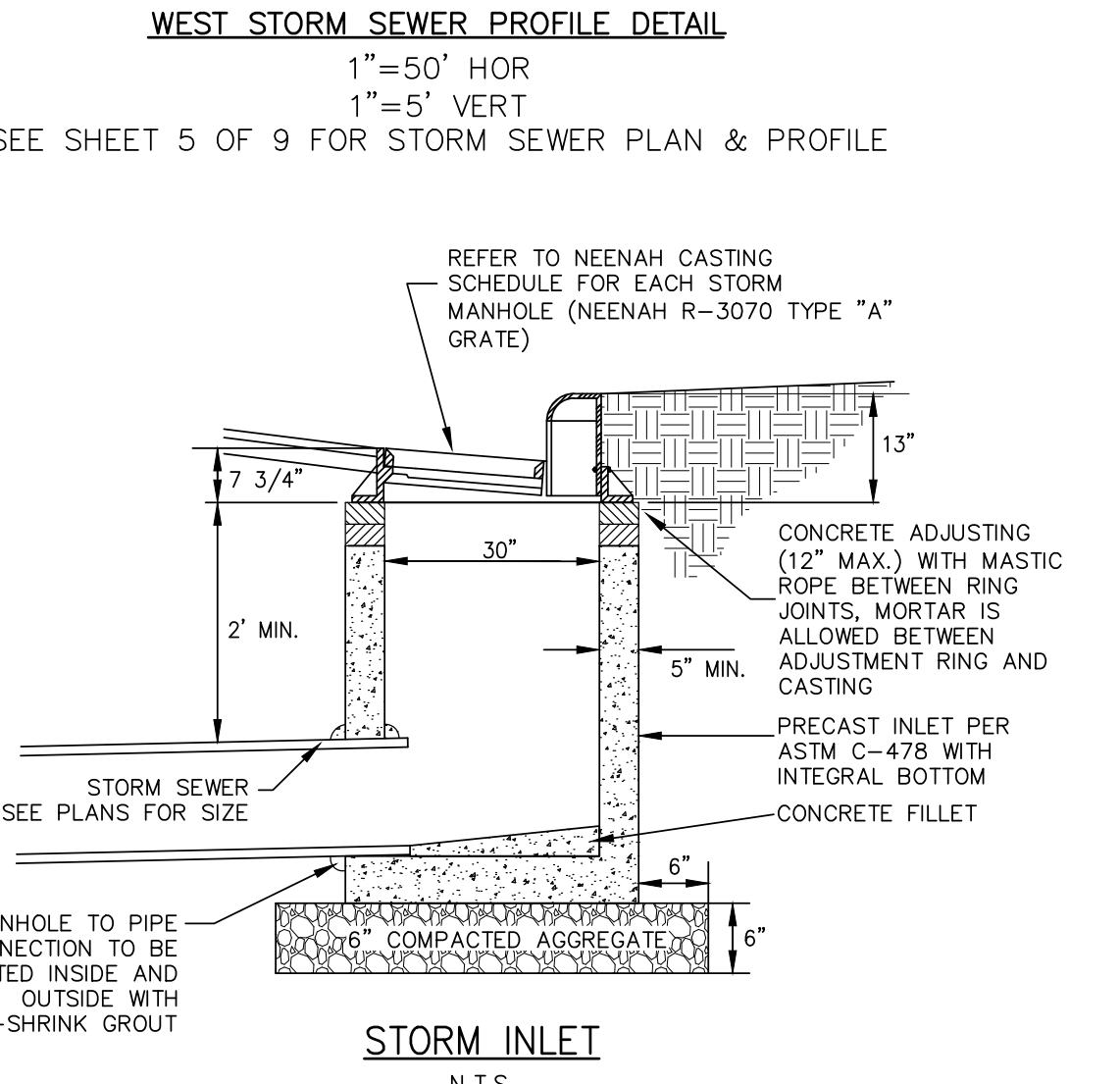
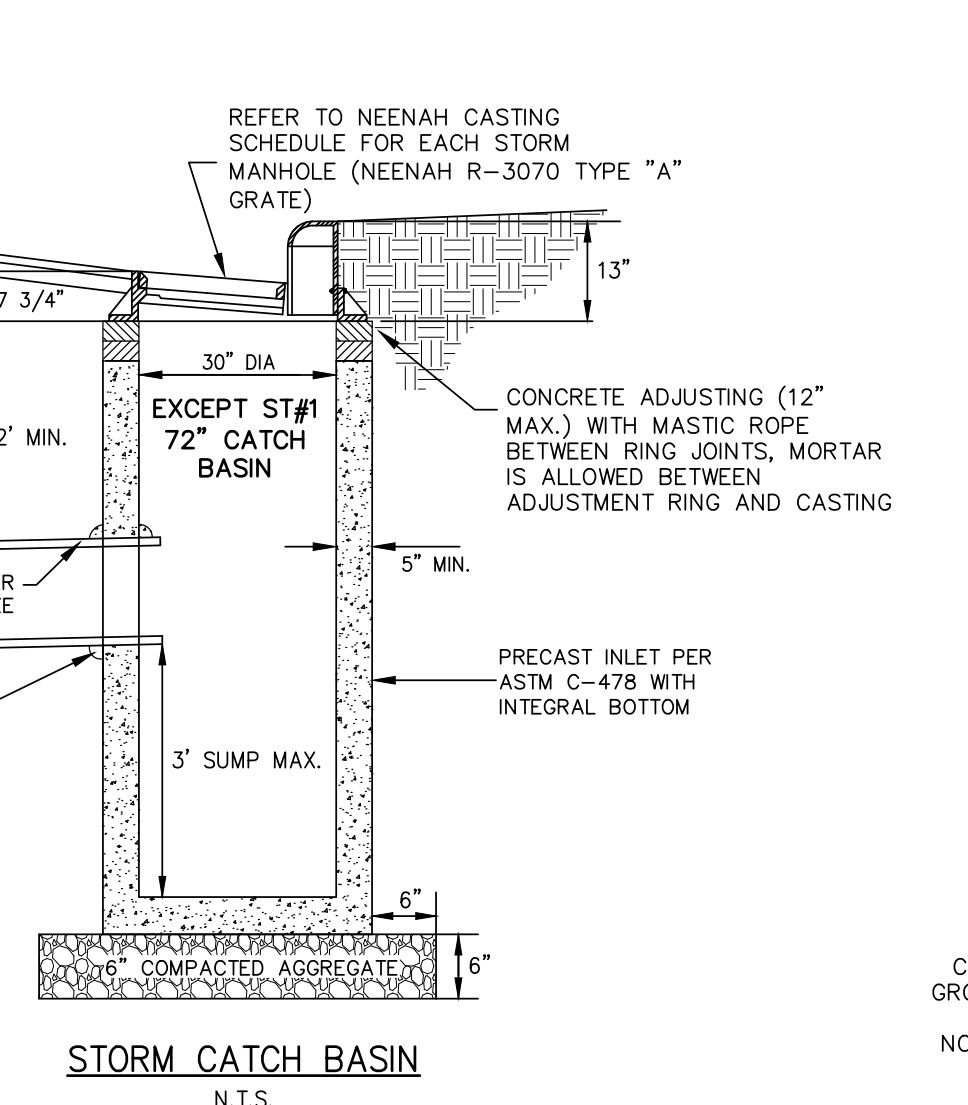
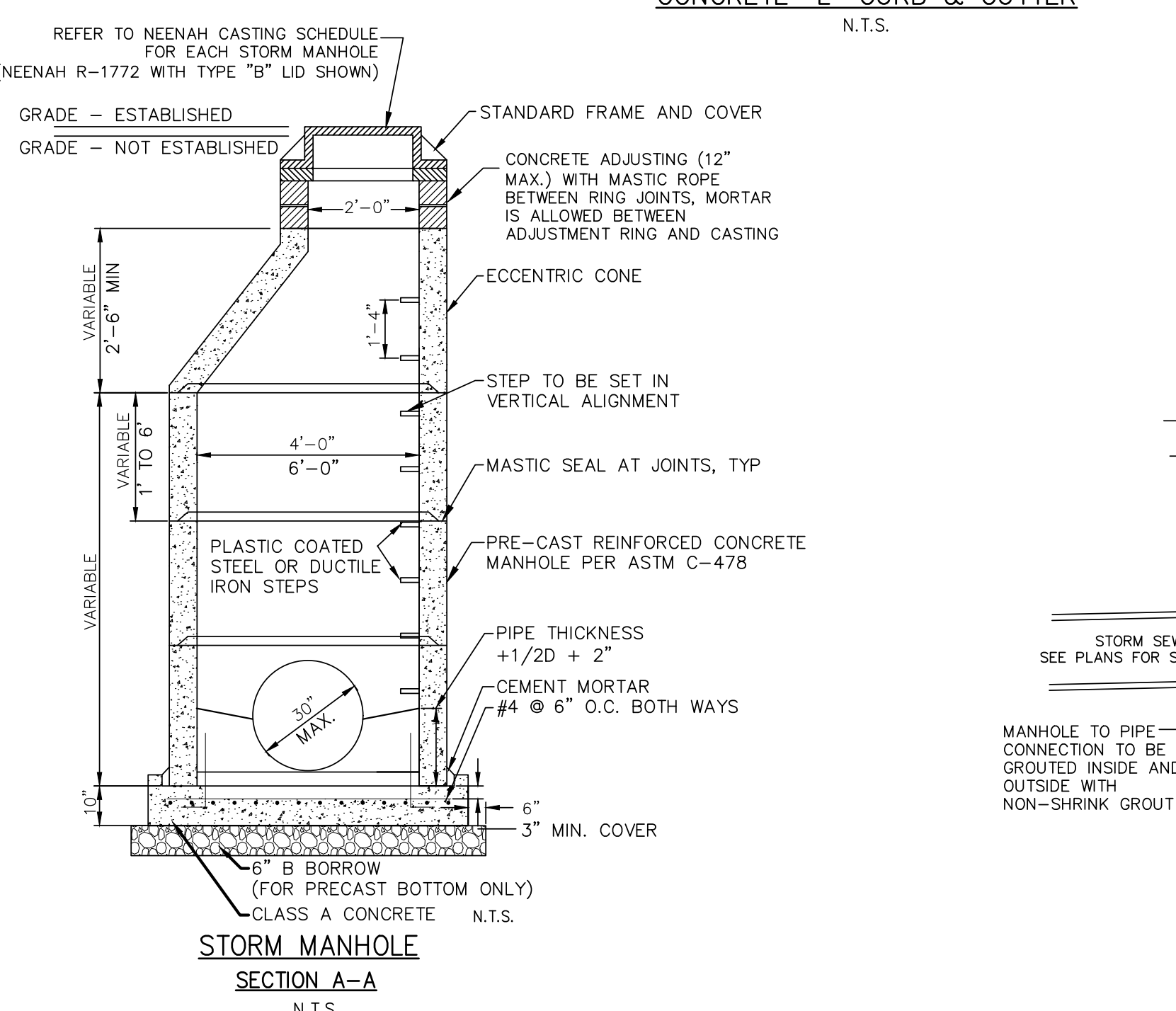
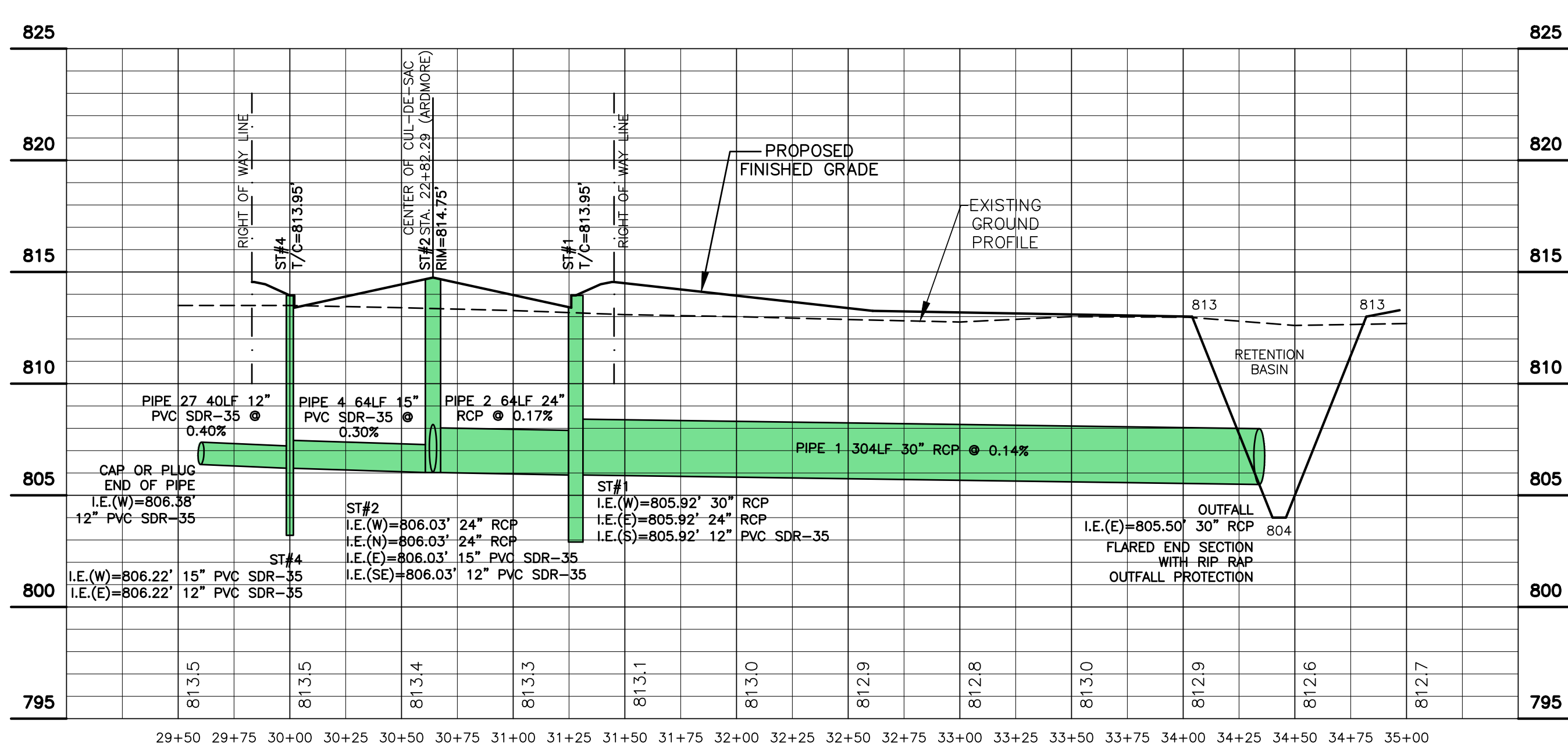
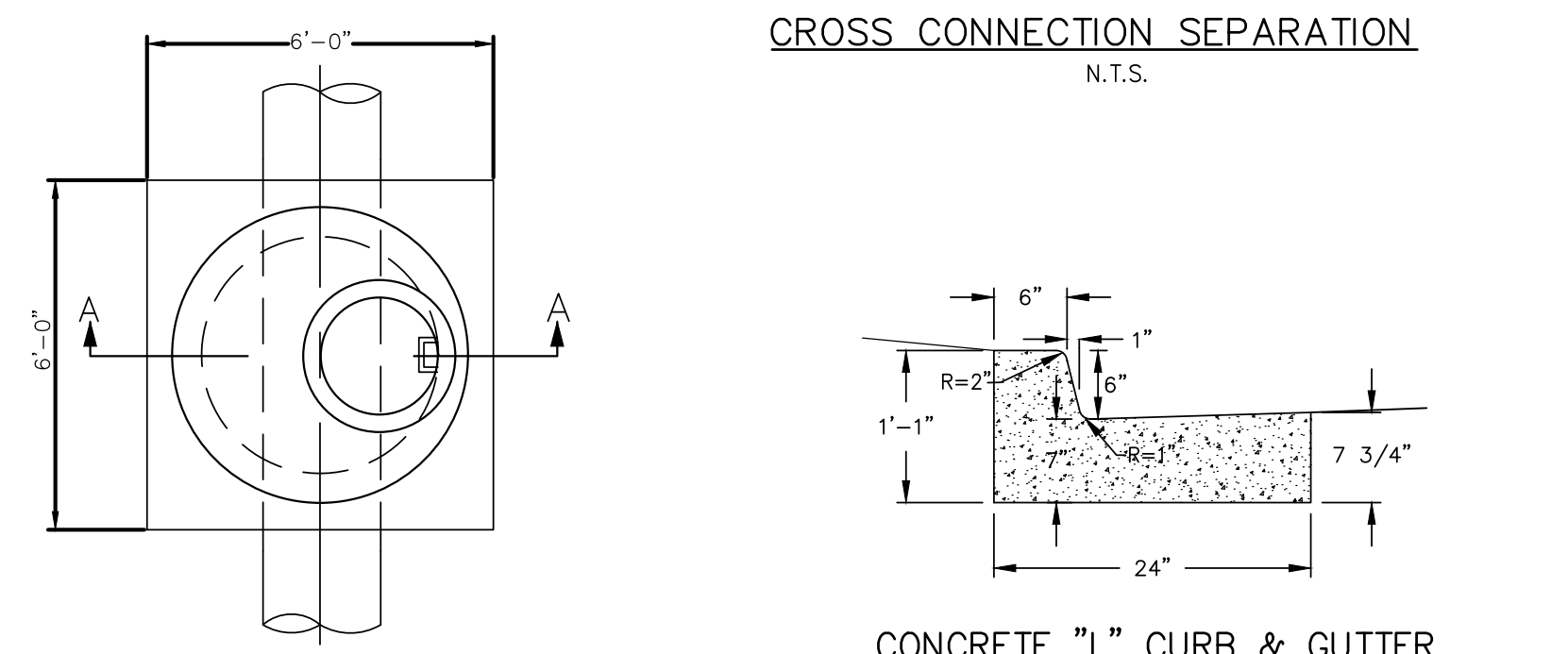
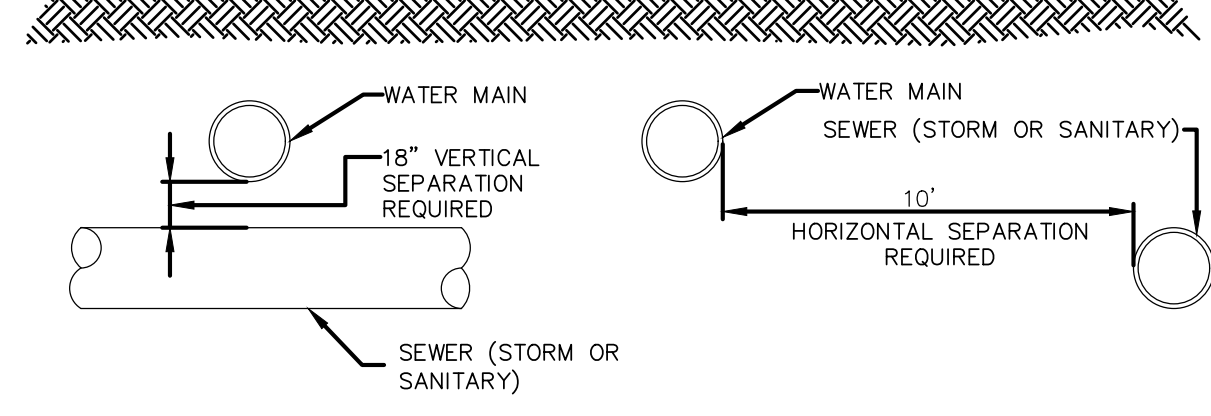
**NOTES:**  
RIPRAP SHOULD EXTEND UP BOTH SIDES OF THE APRON AND AROUND THE END OF THE PIPE OR CULVERT AT THE DISCHARGE OUTLET AT A MAXIMUM SLOPE OF 2:1 AND A HEIGHT NOT LESS THAN TWO THIRDS THE PIPE DIAMETER OR CULVERT HEIGHT.

**RIP RAP OUTFALL PROTECTION**  
INSTALLATION

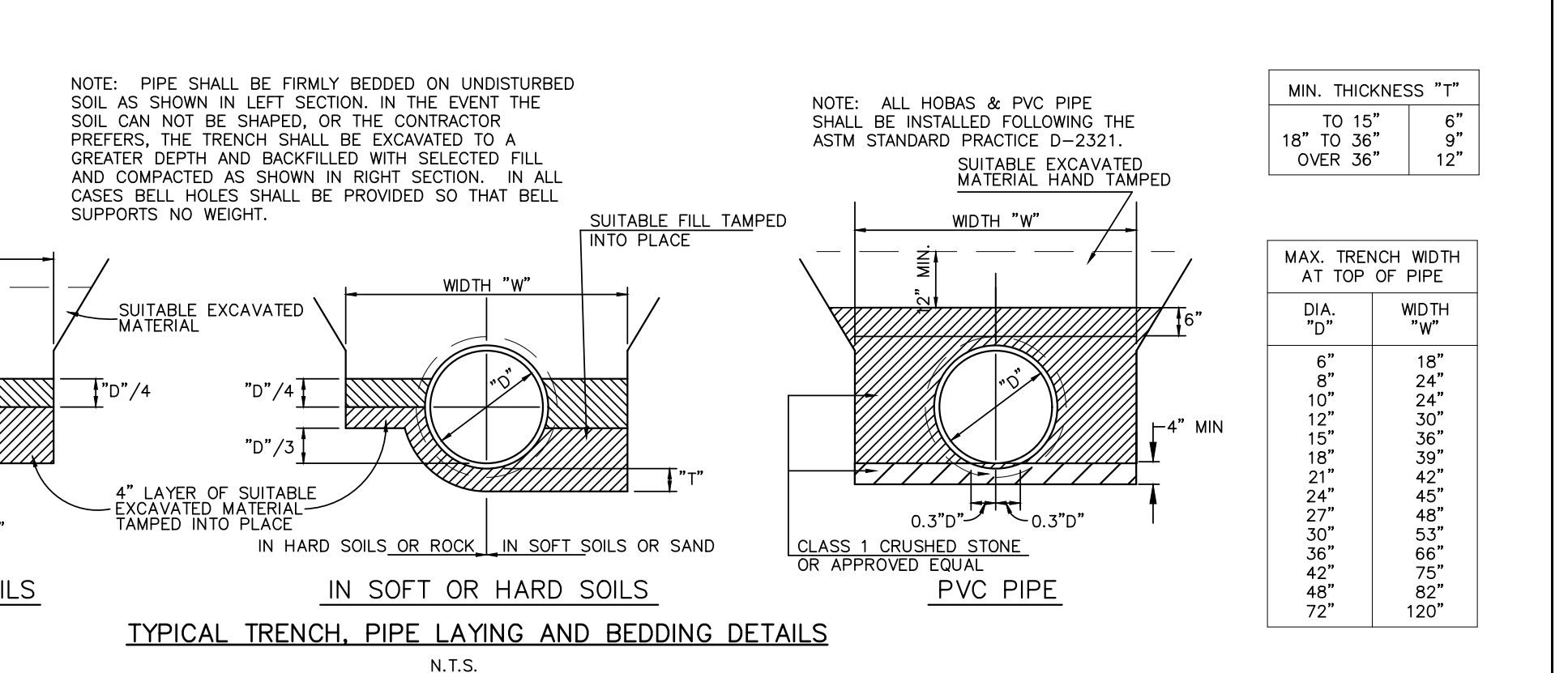
- DIVERT SURFACE WATER RUNOFF AROUND THE STRUCTURE DURING CONSTRUCTION SO THAT THE SITE CAN BE PROPERLY DEWATERED FOR FOUNDATION PREPARATION.
- EXCAVATE FOUNDATION AND APRON AREA SUBGRADES BELOW DESIGN ELEVATION TO ALLOW FOR THICKNESS OF THE FILTER MEDIUM AND RIPRAP.
- COMPACT ANY FILL USED IN SUBGRADE PREPARATION TO THE DENSITY OF SURROUNDING UNDISTURBED SOIL MATERIAL.
- SMOOTH SUBGRADE ENOUGH TO PROTECT GEOTEXTILE FABRIC FROM TEARING.
- PLACE GEOTEXTILE FABRIC OR AGGREGATE BEDDING MATERIAL (FOR STABILIZATION AND FILTRATION) ON THE COMPACTED AND SMOOTHED FOUNDATION.
- INSTALL RIPRAP TO THE LINES AND ELEVATIONS SHOWN IN THE CONSTRUCTION PLANS. BLEND RIPRAP SMOOTHLY TO SURROUNDING GRADE. IF THE CHANNEL IS WELL DEFINED, EXTEND THE APRON ACROSS THE CHANNEL BOTTOM AND UP THE CHANNEL BANKS TO AN ELEVATION OF SIX INCHES ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK, WHICHEVER IS LESS.
- IF GEOTEXTILE FABRIC TEARS WHEN PLACING RIPRAP, REPAIR IMMEDIATELY BY LAYING AND STAPLING A PIECE OF FABRIC OVER DAMAGED AREA, OVERLAPPING THE UNMAYNAGED AREAS BY AT LEAST 12 INCHES.
- CONSTRUCT A SMALL PLUNGE POOL WITHIN THE OUTFALL APRON. (RIPRAP APRONS MUST BE LEVEL WITH OR SLIGHTLY LOWER THAN THE RECEIVING CHANNEL AND SHOULD NOT PRODUCE AN OVERFALL OR RESTRICT FLOW OF THE WATER CONVEYANCE STRUCTURE.)

**MAINTENANCE**

- INSPECT WITHIN 24 HOURS OF A RAIN EVENT AND AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
- INSPECT FOR STONE DISPLACEMENT; REPLACE STONES ENSURING PLACEMENT AT FINISHED GRADE.
- CHECK FOR EROSION OR SCOURING AROUND SIDES OF THE APRON; REPAIR IMMEDIATELY.
- CHECK FOR PIPING OR UNDERCUTTING; REPAIR IMMEDIATELY.
- ALIGNED STRAIGHT WITH CHANNEL FLOW. IF A CURVE IS NECESSARY TO ALIGN THE APRON WITH THE RECEIVING STREAM, LOCATE THE CURVE IN THE UPSTREAM SECTION OF THE APRON. PLUNGE POOL (USED WITH HIGHER VELOCITY FLOWS).
- THICKNESS: 1.2 TIMES THE MAXIMUM STONE DIAMETER FOR A d50 STONE SIZE OF 15 INCHES OR LARGER. 1.5 TIMES THE MAXIMUM STONE DIAMETER FOR A d50 STONE SIZE OF 15 INCHES OR LESS (NEVER LESS THAN 6 INCHES).



- CONTRACTOR SHALL SAW-CUT THE EXISTING PAVEMENT WITH AN APPROVED CONCRETE SAW, AT LEAST 12" BEYOND THE FARTHEST EDGE OF THE UNDISTURBED EARTH.
- CONTRACTOR SHALL NOT REPLACE PAVEMENT OVER BACKFILL, UNTIL SO DIRECTED, AND ONLY AFTER BACKFILL HAS BEEN ADEQUATELY SETTLED, AND COMPACTED.
- CONTRACTOR SHALL INSTALL A PAVEMENT AND BASE OF SAME MATERIAL AND DEPTH OF EXISTING, EXTENDING TO THE SAW-CUT EDGES OF THE EXISTING PAVEMENT.



DRAWN BY: D.A.J.	APPROVED BY: G.C.S.	REVISIONS
DATE: 7/7/16	PROJ. NO. 15-122	REVISED TO REFLECT CITY OF COSHEN COMMENTS 7/20/16
DWG. NO.: A15-46-11	FILE NAME: 20150115-12215-122518DR.dwg	

PROJECT: WATERFORD COMMONS BUSINESS PARK NORTH, PUD TRACT 2

DRAINAGE DETAILS

SHT. NO. 7 OF 9

**Brads-Ko Engineering & Surveying, Inc.**  
1009 South Ninth St. Goshen, IN 46526  
Phone 574 533-9913 Fax 574 533-9911

PROJECT NUMBER: 2016-0033  
DRAWING NUMBER: X-2478-7

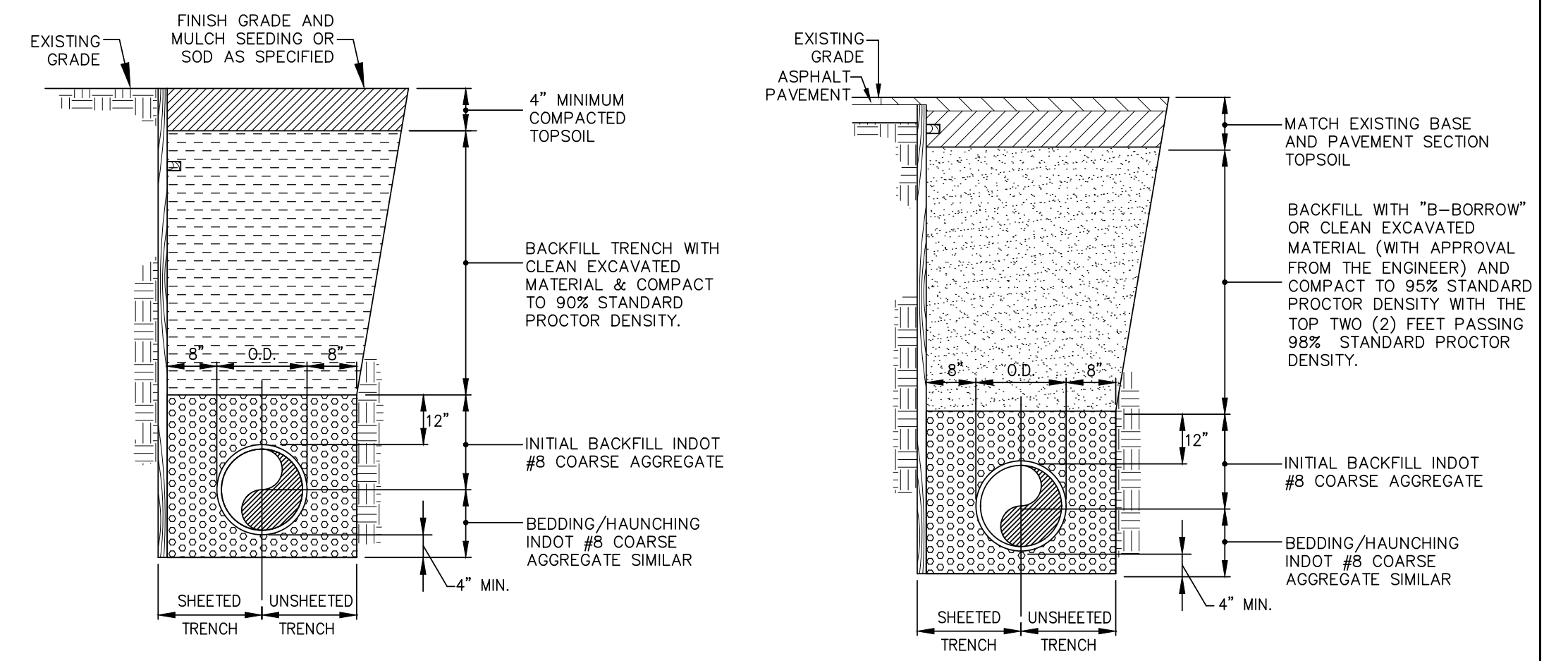
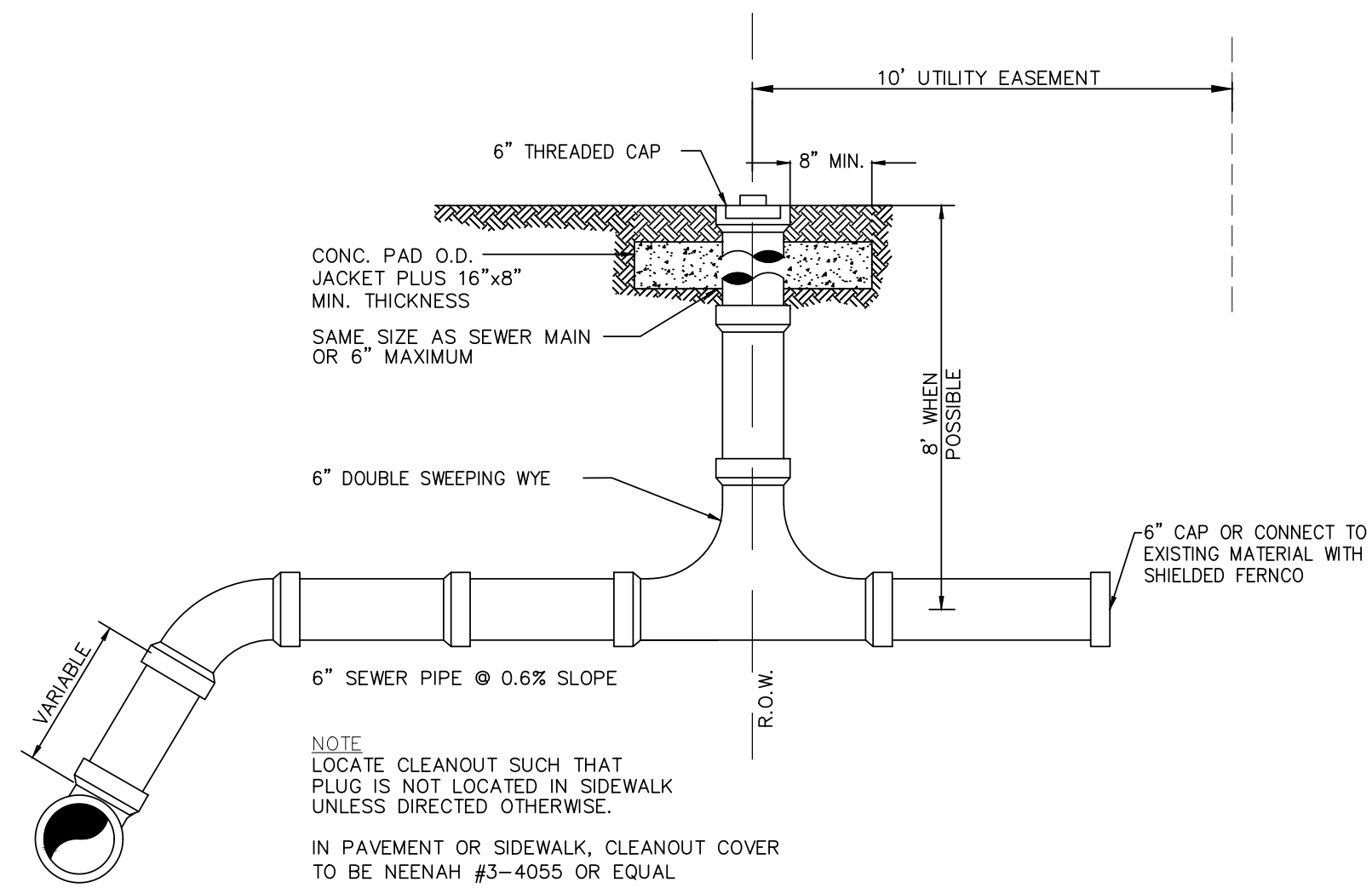
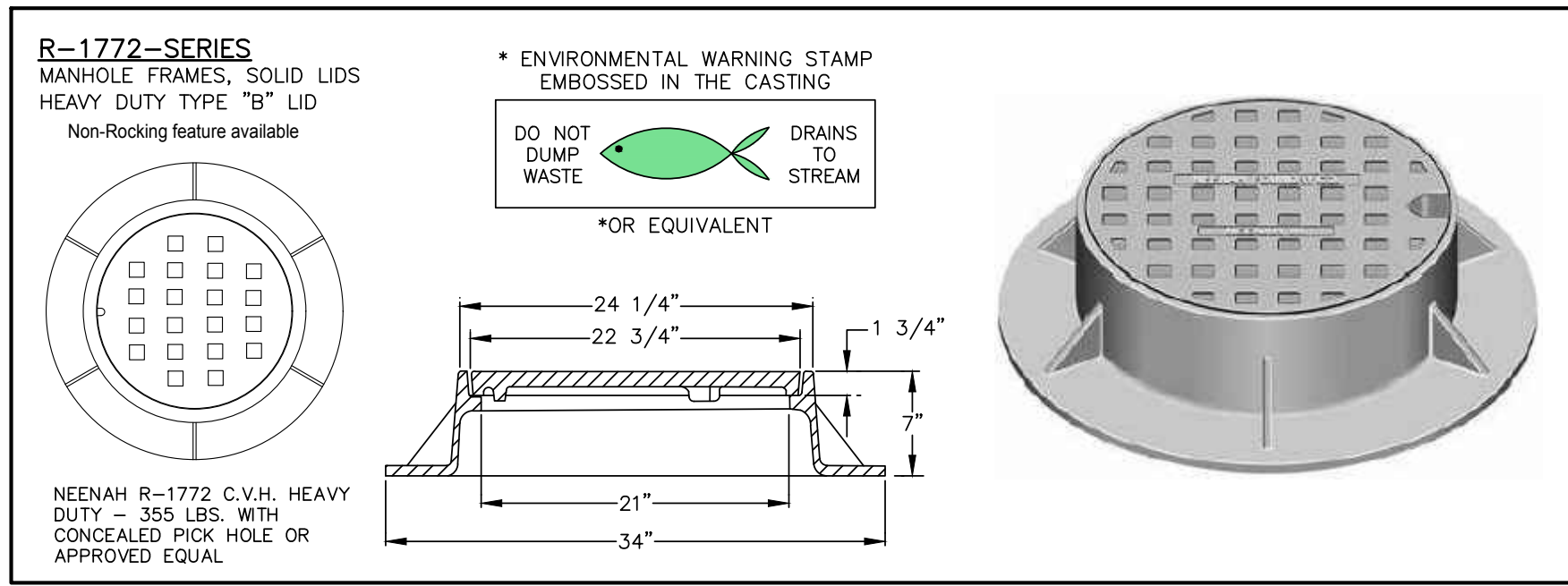
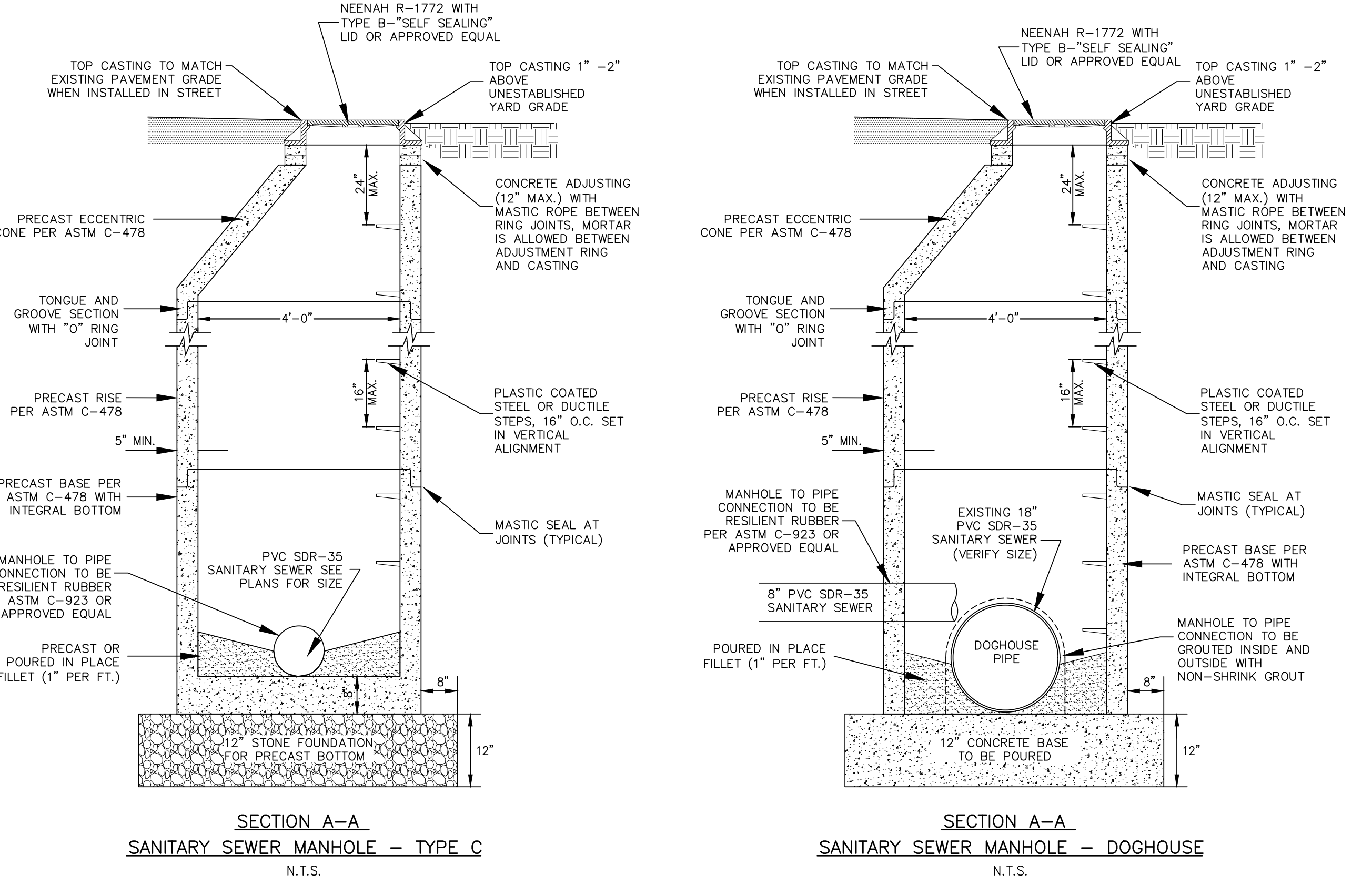
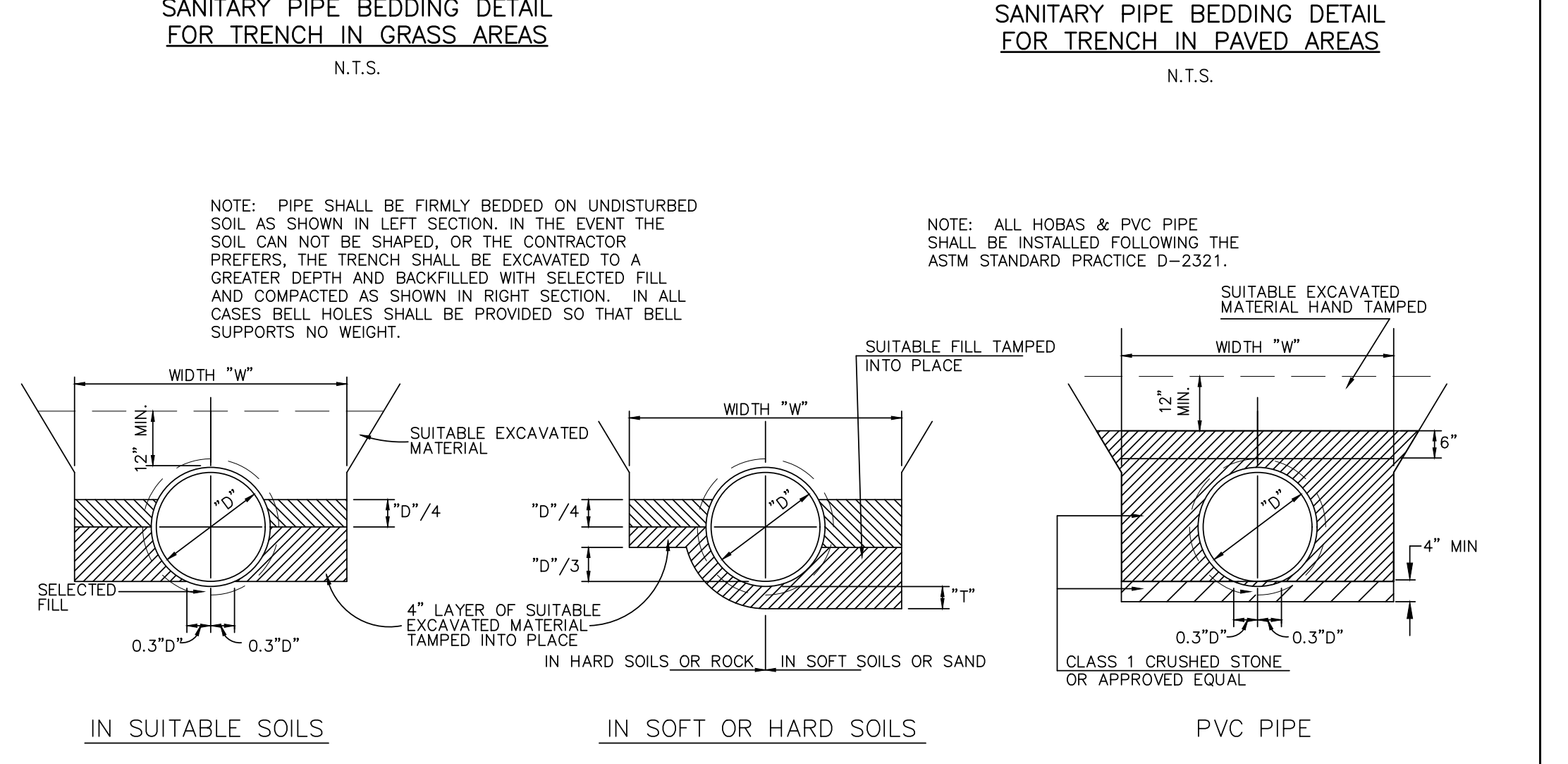
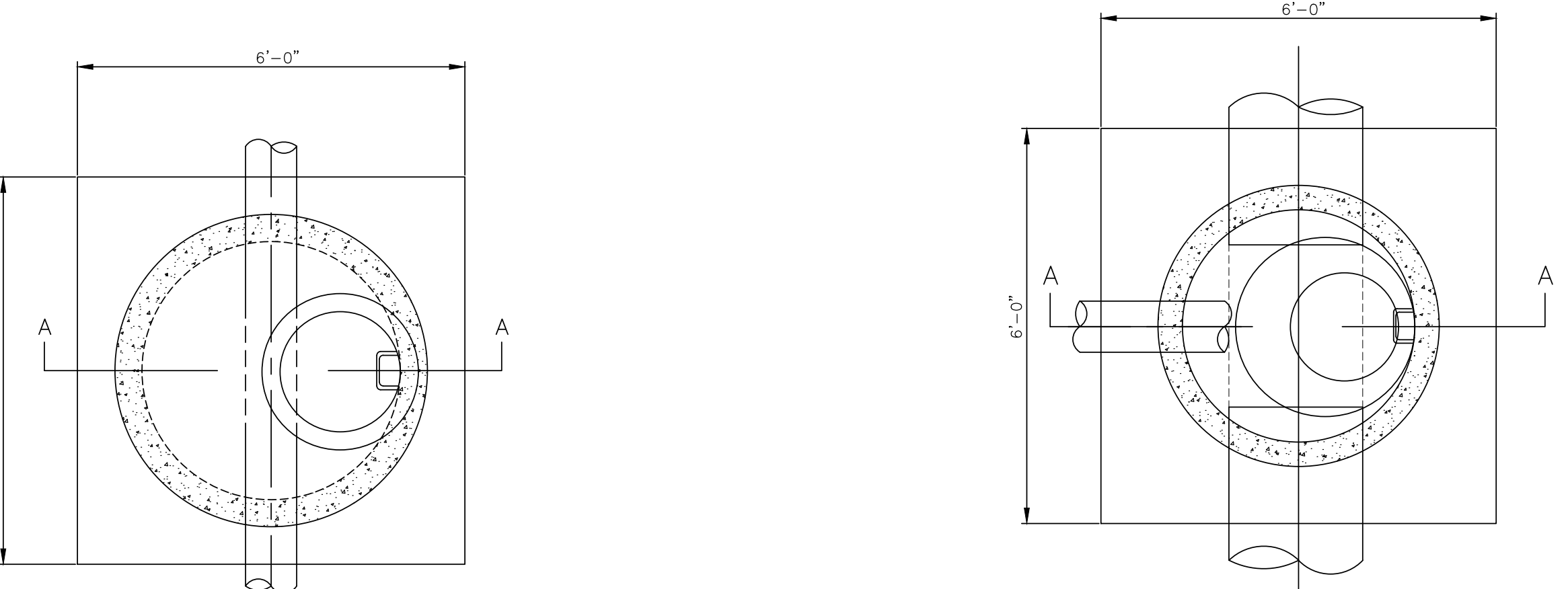


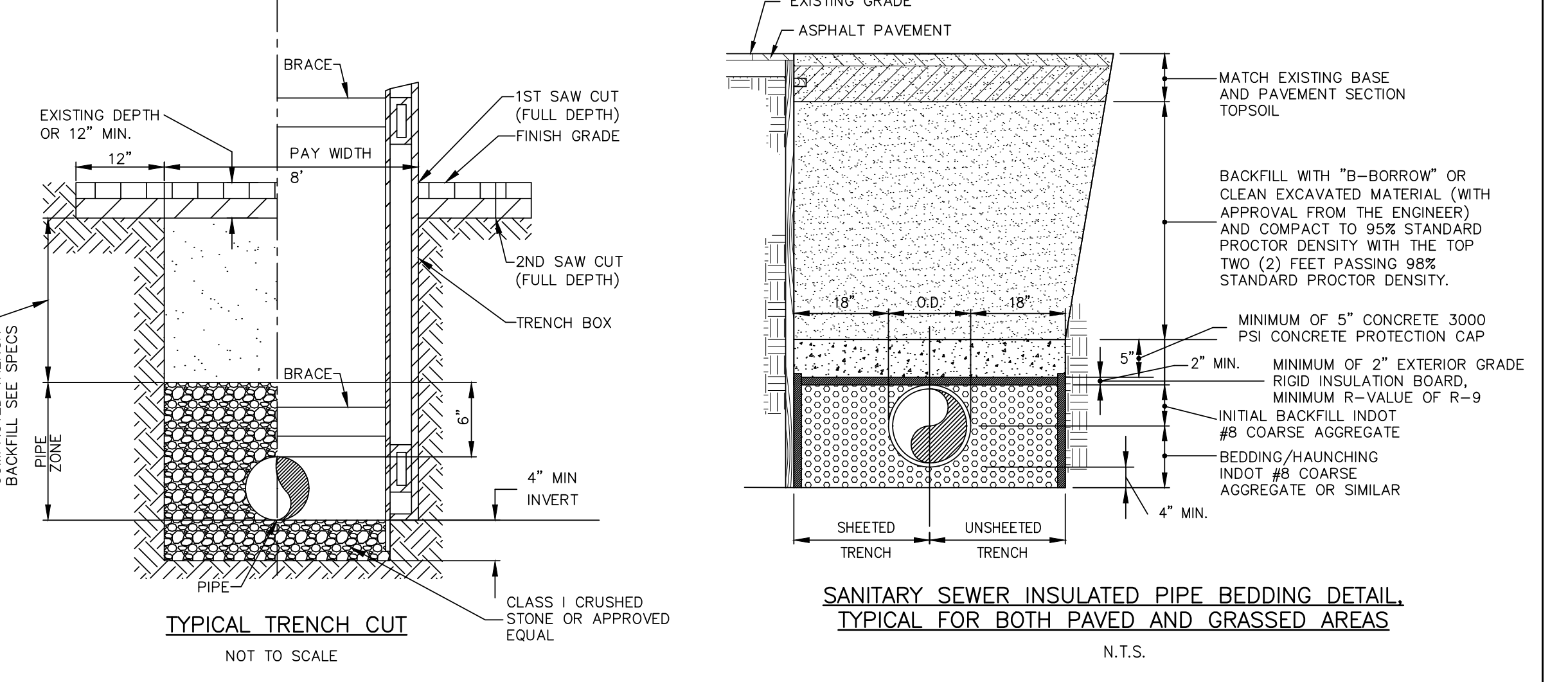
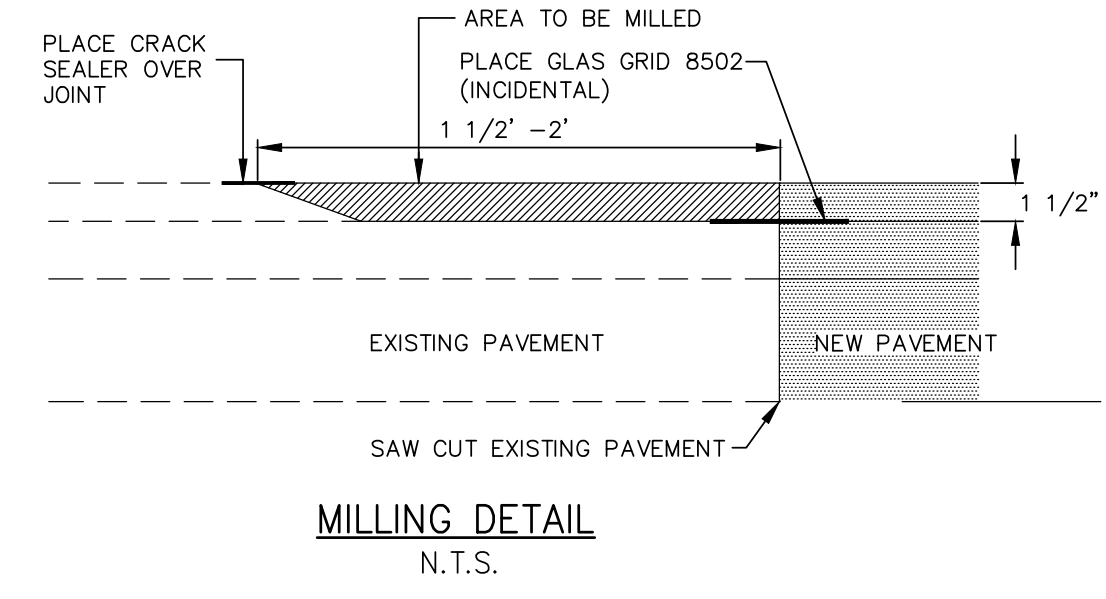
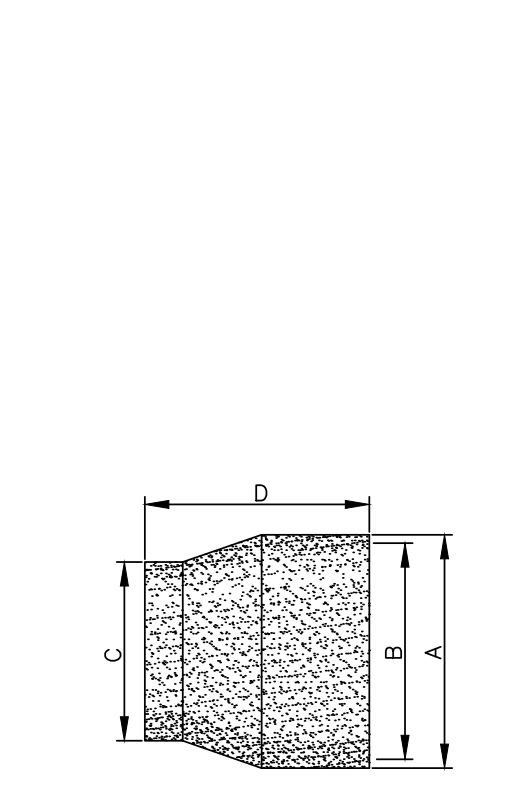
TABLE 1  
MINIMUM SPECIFIED TIME REQUIRED FOR A 1.0 psig PRESSURE DROP FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q=0.0015

PIPE DIAMETER in.	MINIMUM TIME min:s	LENGTH FOR MINIMUM TIME ft	TIME FOR LONGER LENGTH s	SPECIFICATION TIME FOR LENGTH (L) SHOWN, min:s										
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft			
4	3:46	597	0.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	
6	5:40	398	0.854	5:40	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24		
8	7:34	298	1.520	7:34	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24		
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48			
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38			
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04			
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41			
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31			
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33			
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48			
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15			
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53			
36	34:00	66	30.768	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46			



SUGGESTED PIPE O.D. RANGE (IN.)

SUGGESTED PIPE O.D. RANGE (IN.)	HOLE & BOOT DIAMETER DIMENSIONS			
	A	B	C	D
3 1/2" - 4 1/2"	7"	6 1/8"	4 1/4"	6"
5 3/8" - 7"	12"	10 7/8"	6 1/2"	8"
7" - 8 1/2"	12"	10 7/8"	8"	8"
8 3/16" - 9 3/4"	12"	10 7/8"	9 1/4"	8"
9 1/4" - 11"	16"	14 7/8"	10 1/2"	8"
10 1/4" - 11"	16"	14 7/8"	12"	8"
12" - 13 3/4"	16"	14 7/8"	13 1/4"	8"
14 1/2" - 16 1/4"	20"	18 7/8"	15 3/4"	8"
15 3/4" - 17 1/2"	20"	18 7/8"	17"	8"
19 1/2" - 21 1/4"	24"	22 7/8"	20 3/4"	8"

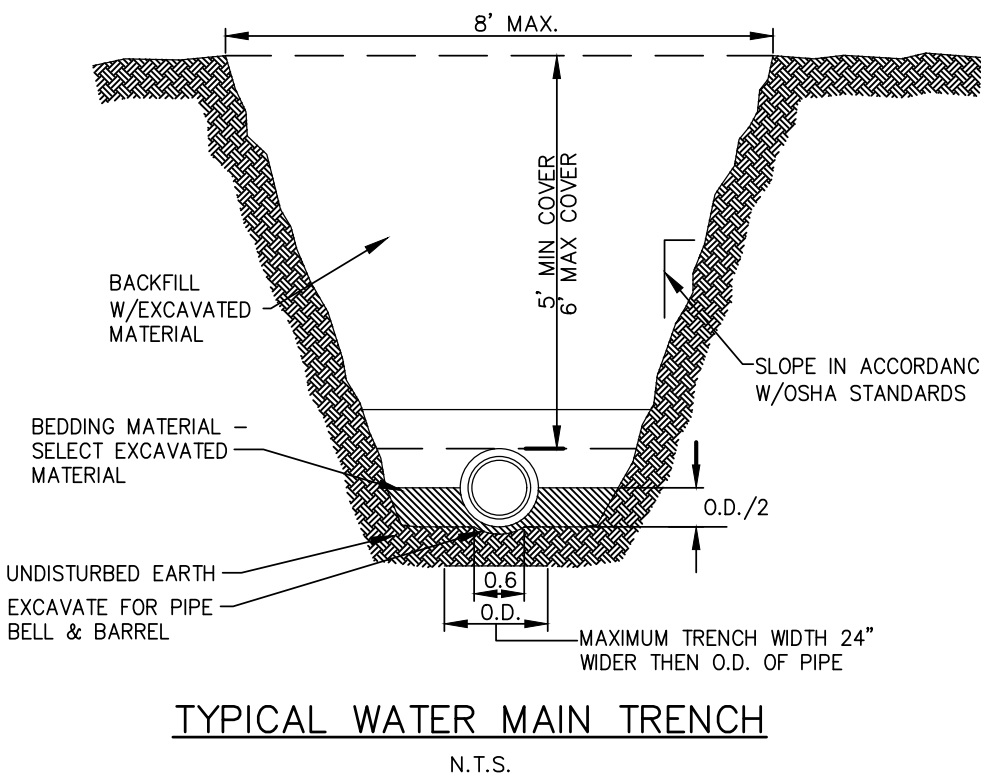
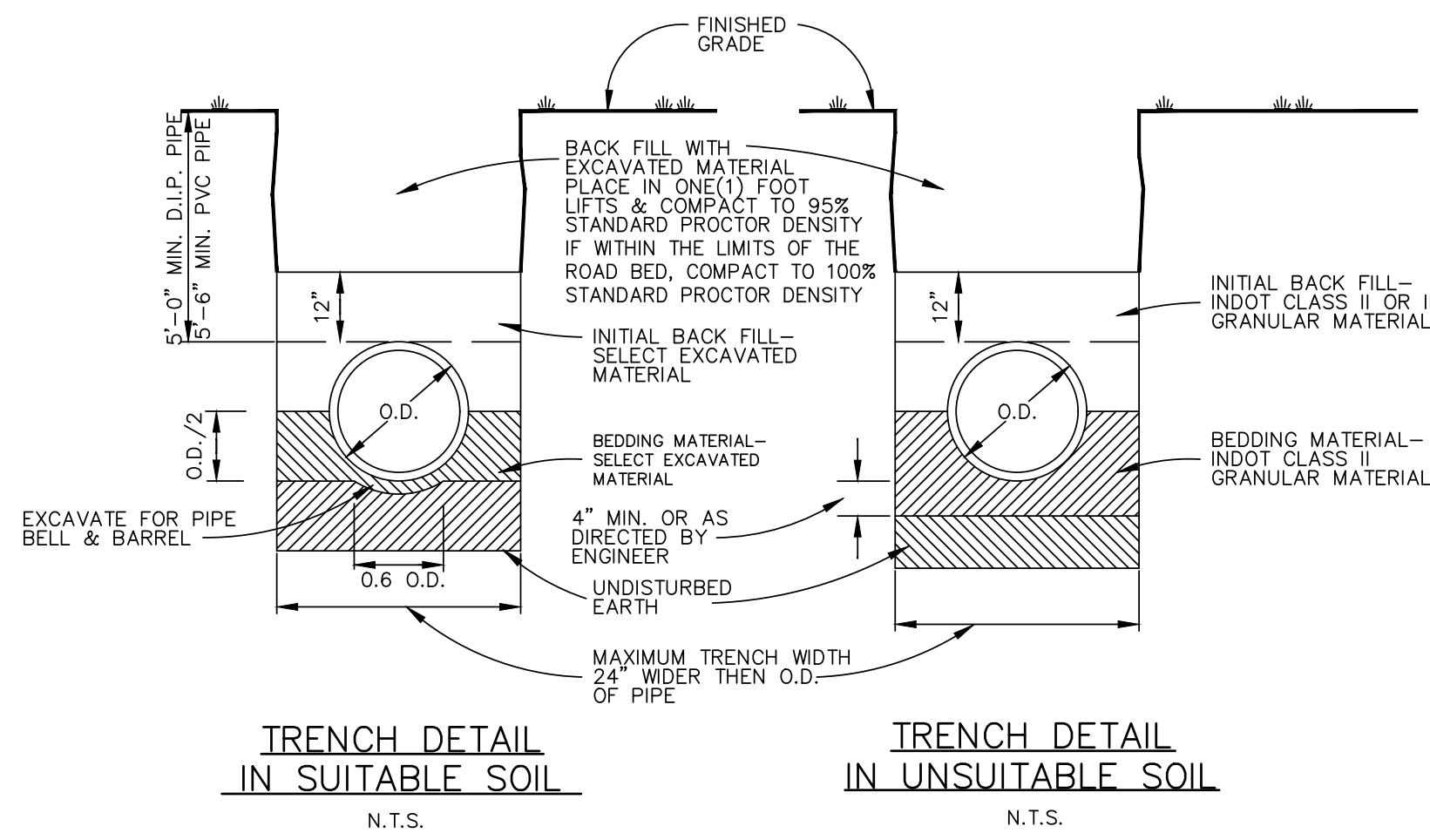


MIN. THICKNESS "t"

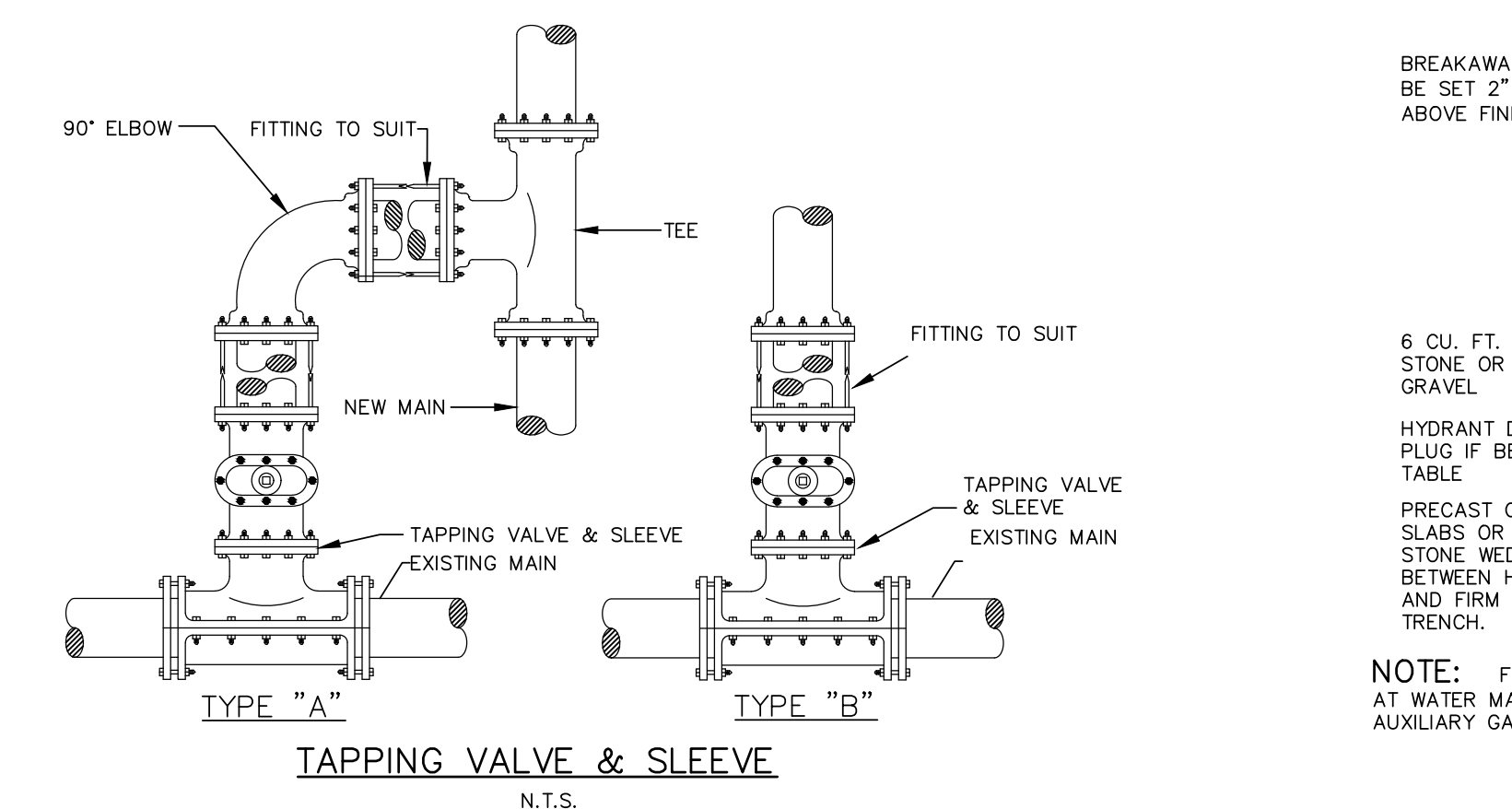
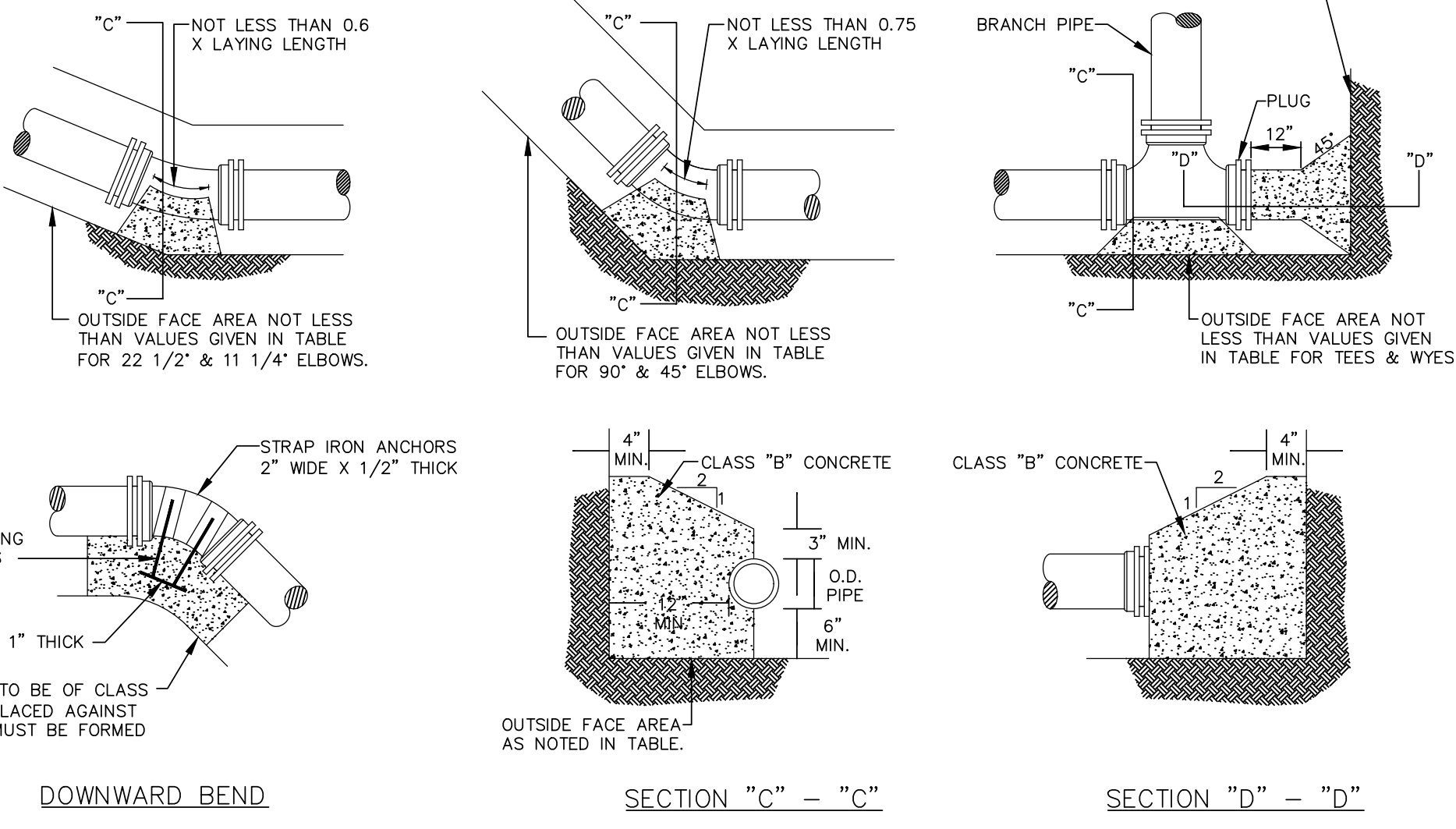
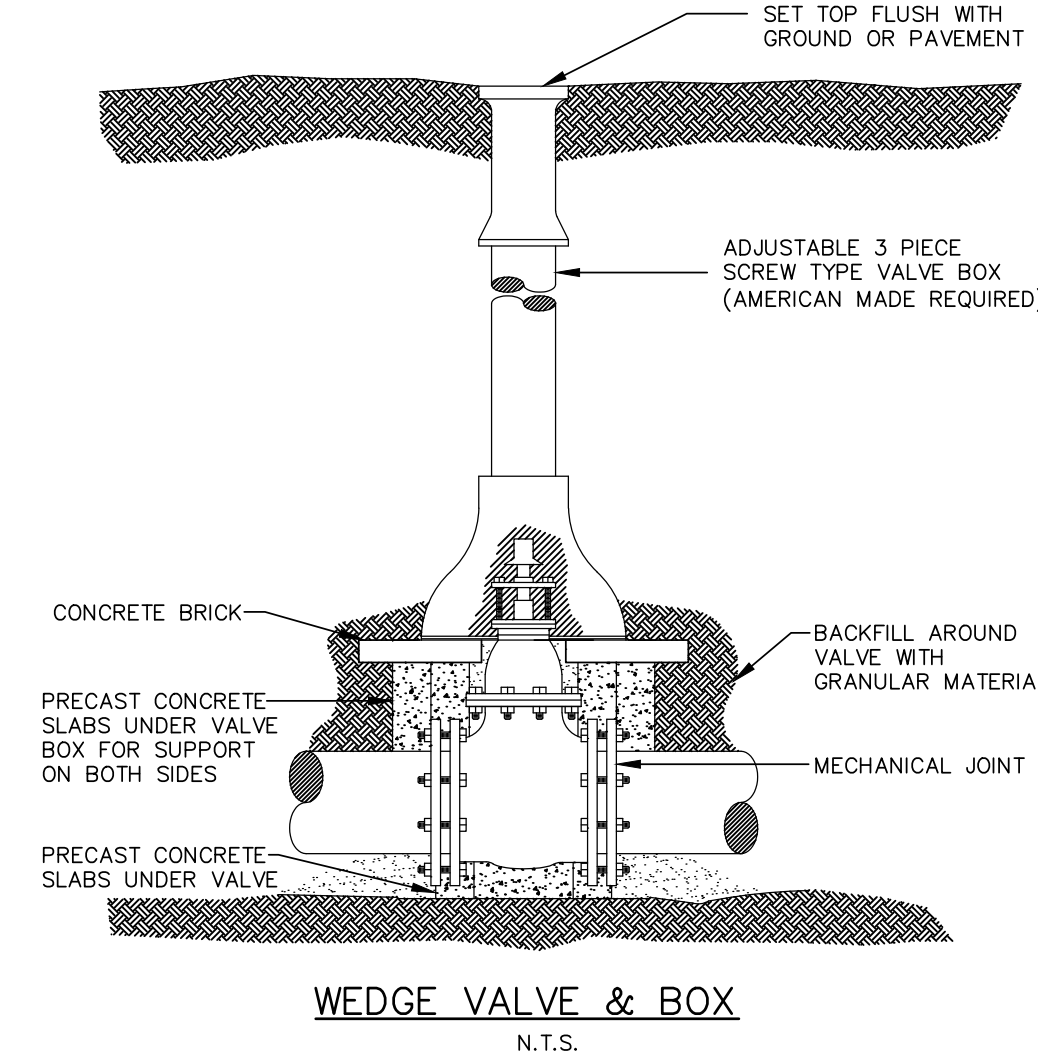
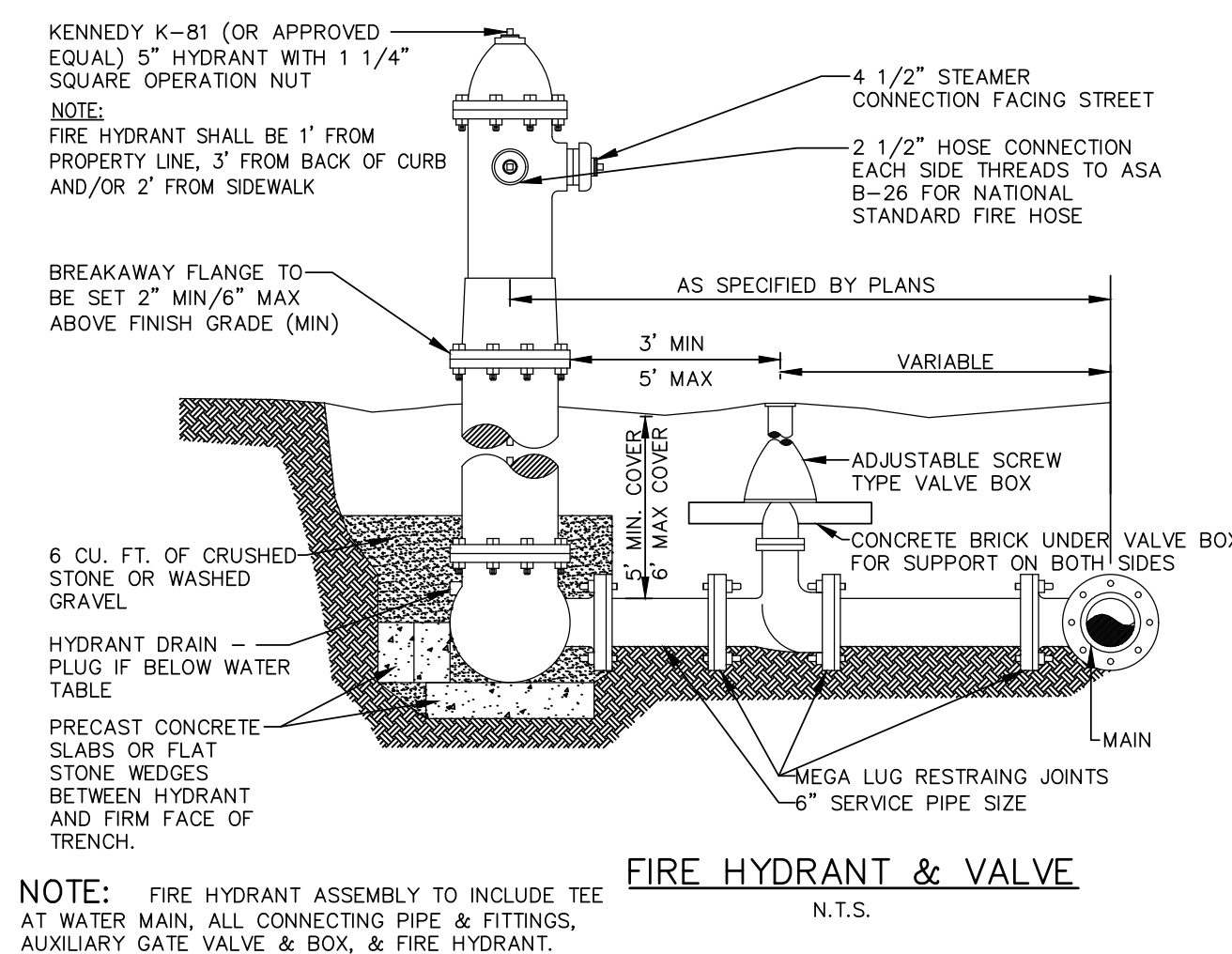
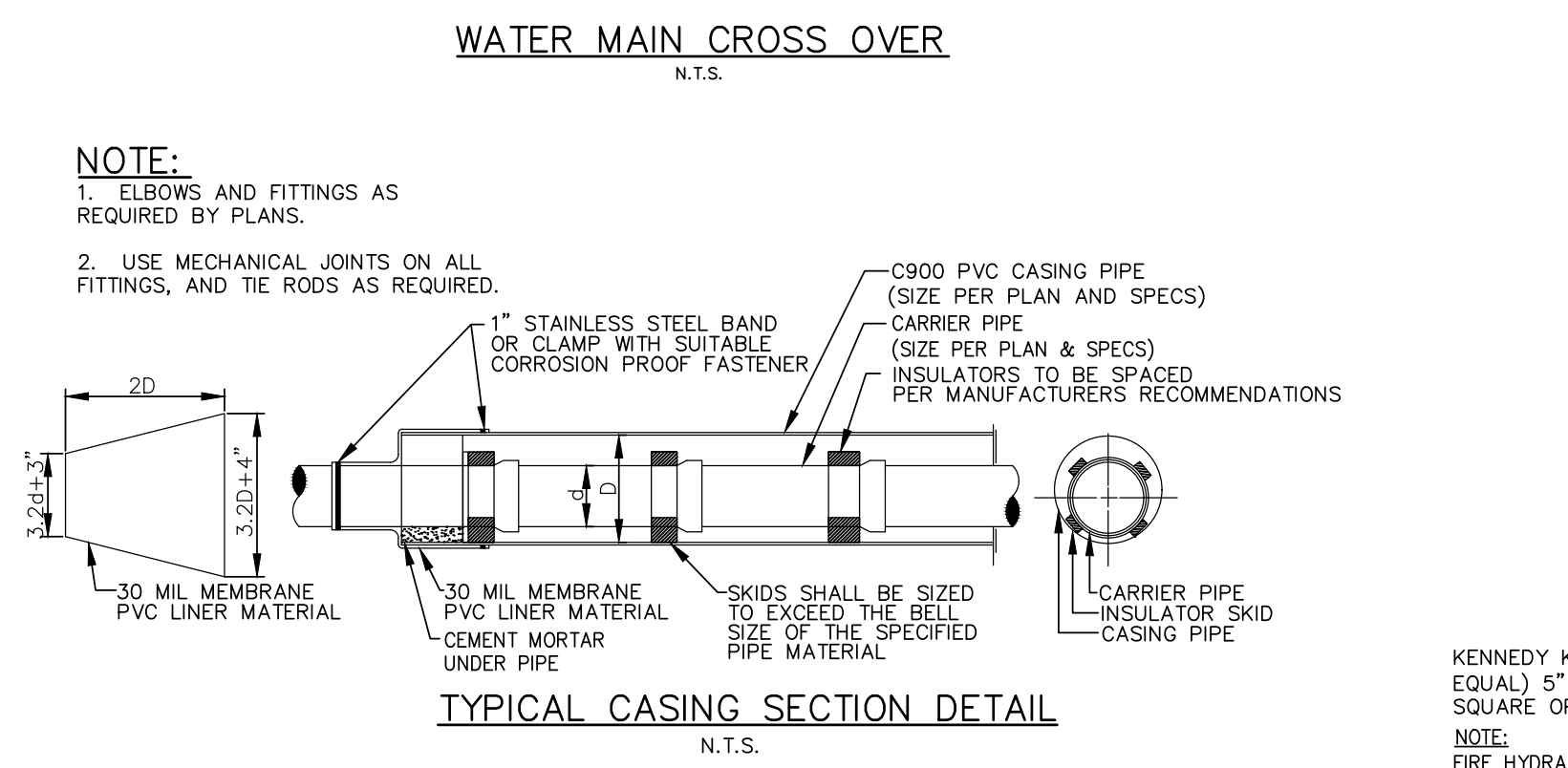
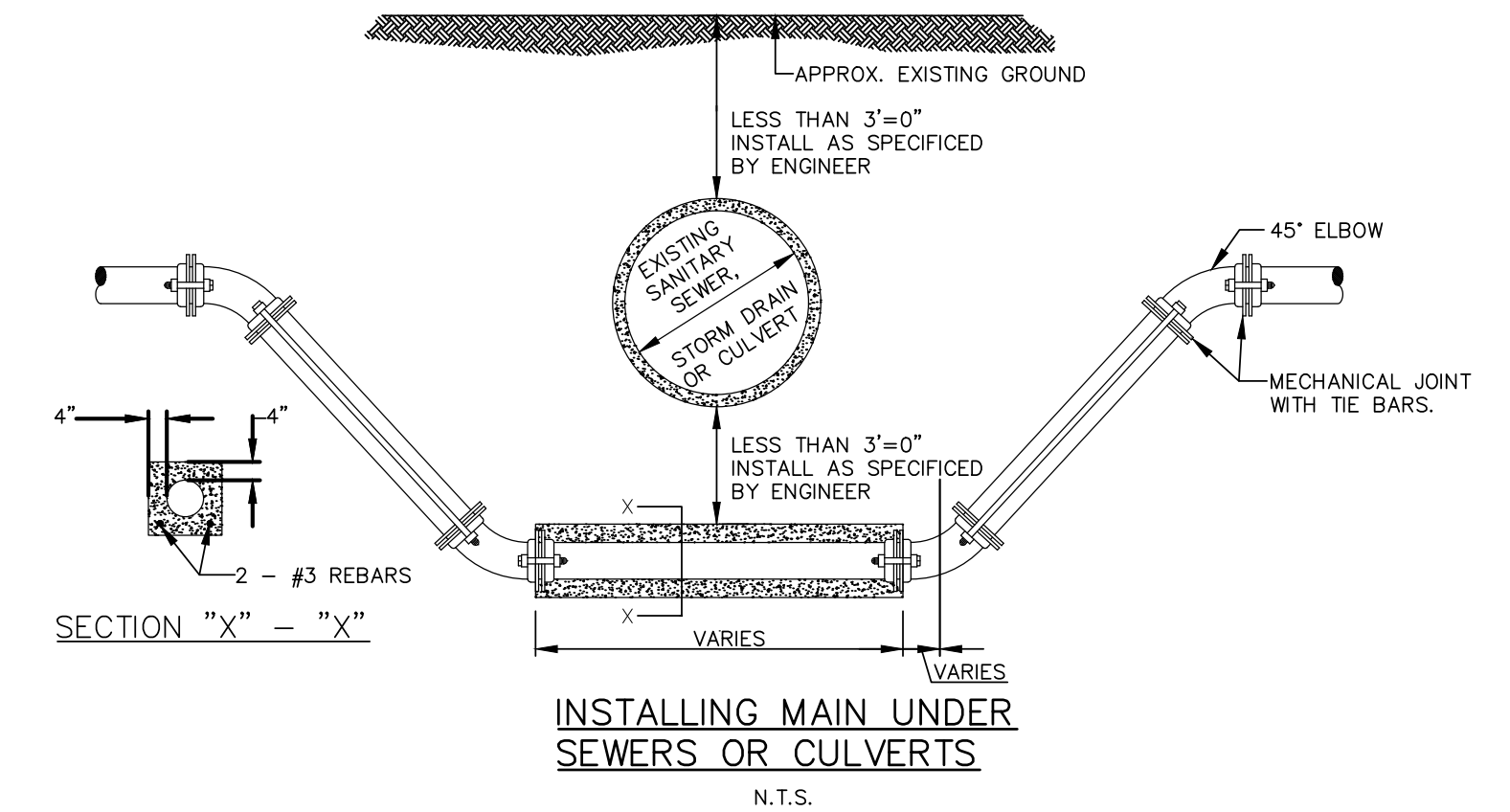
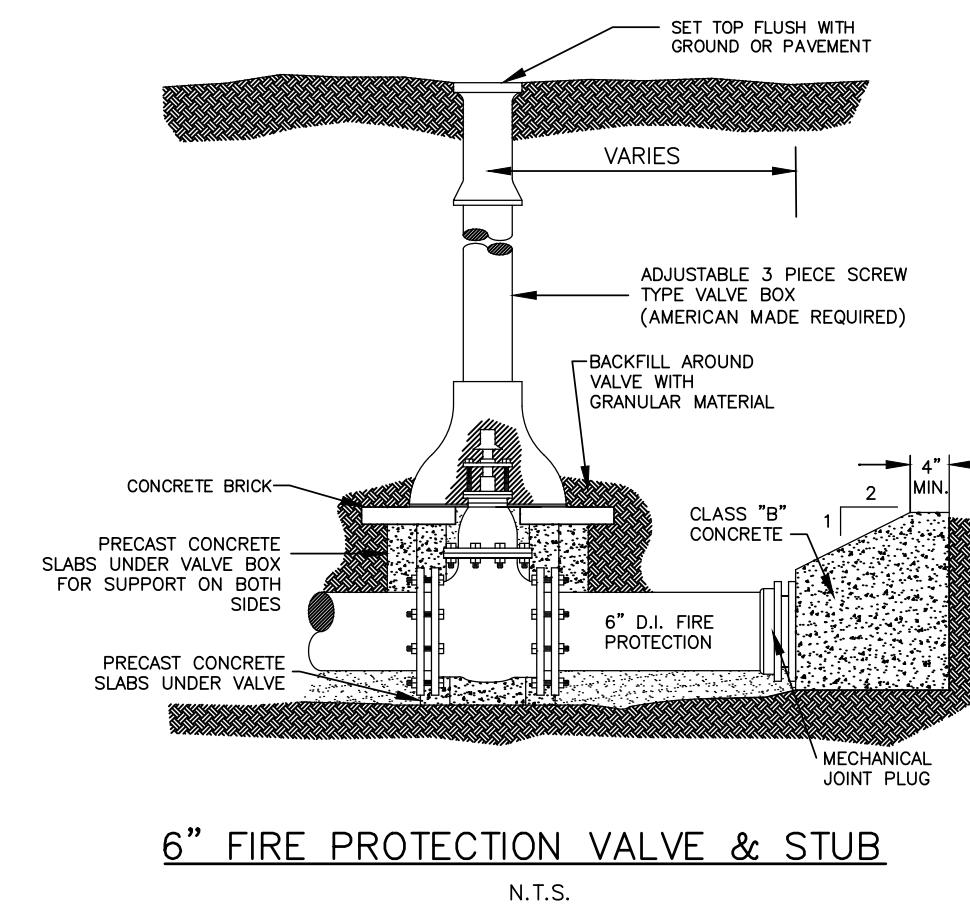
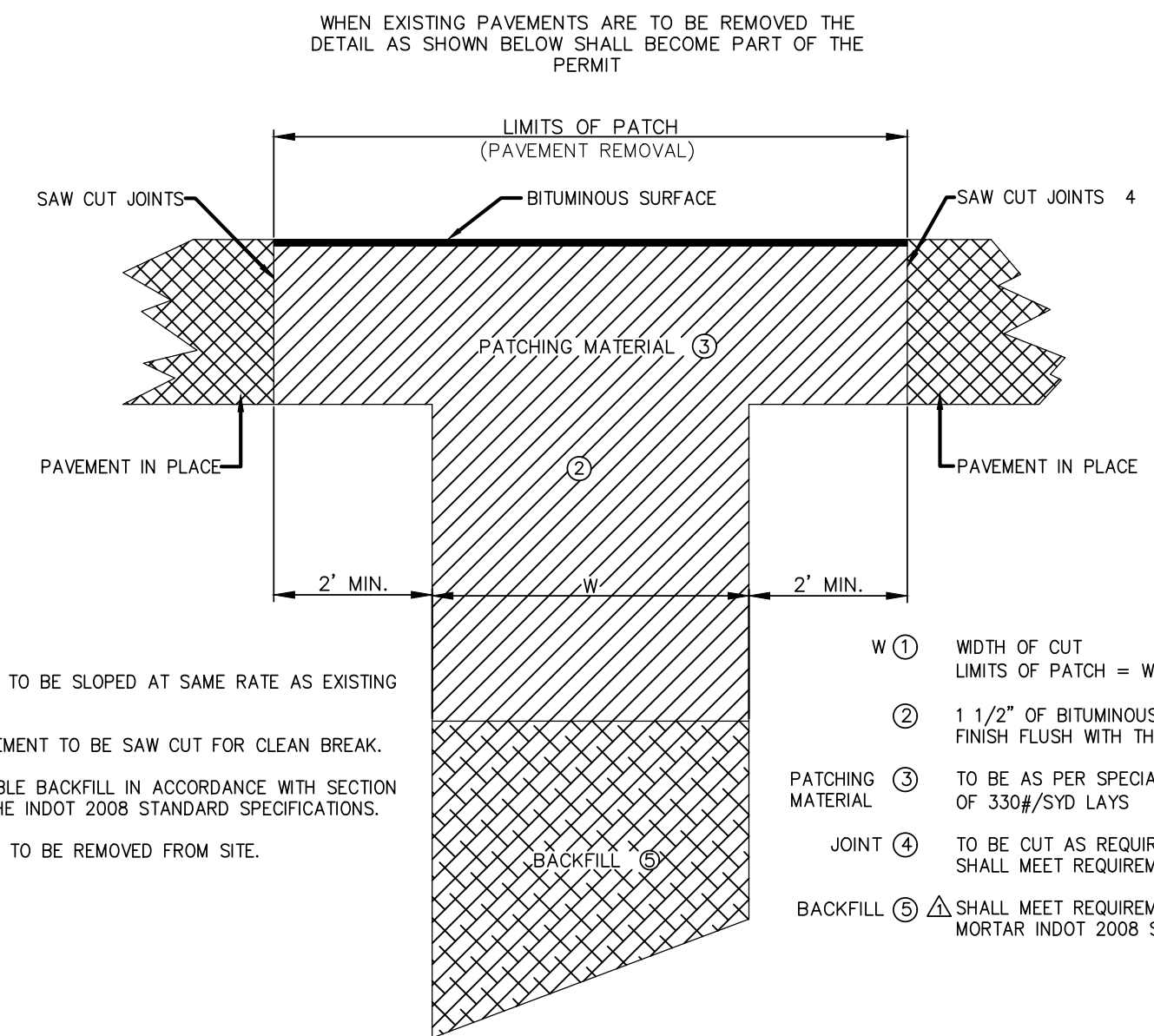
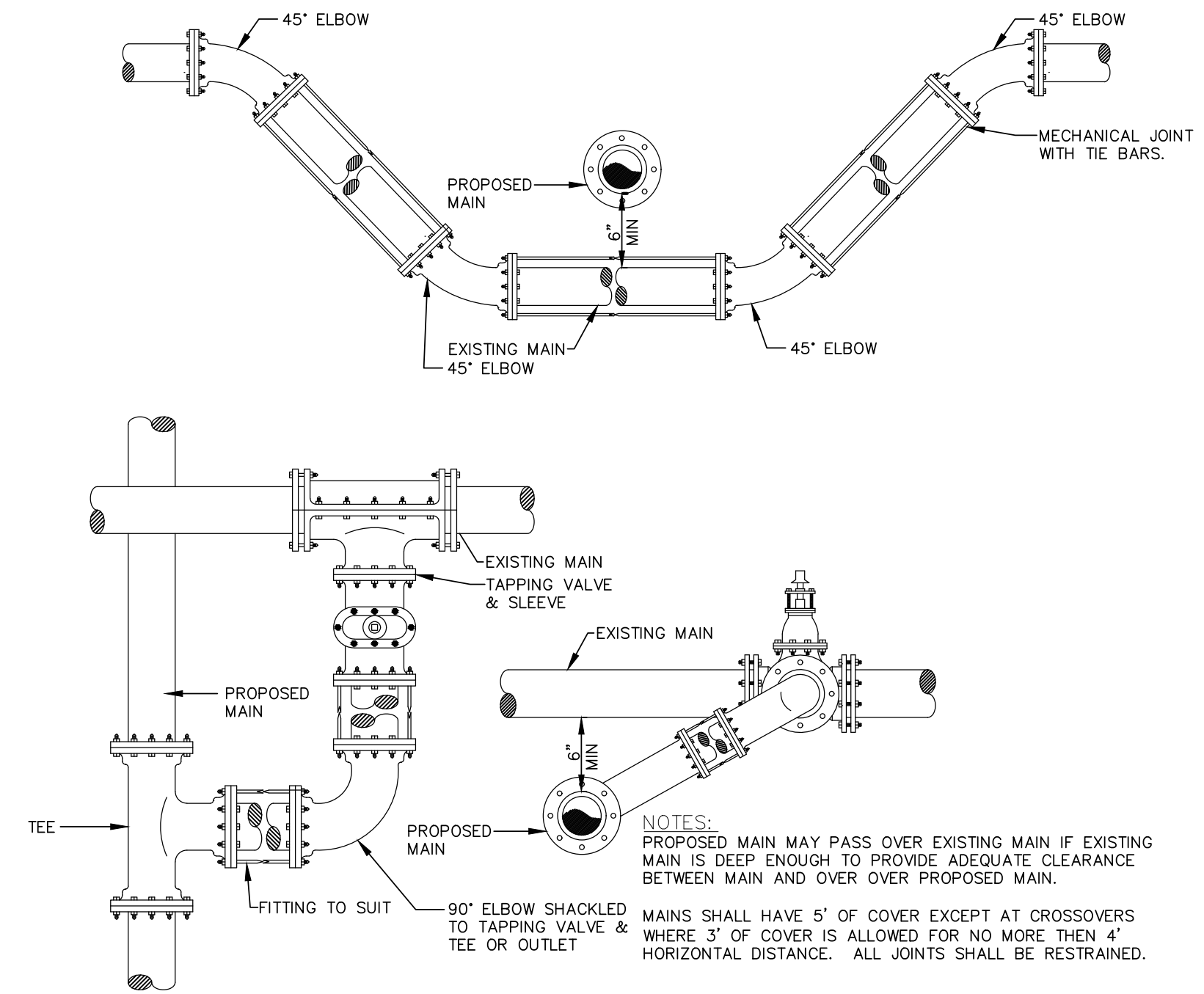
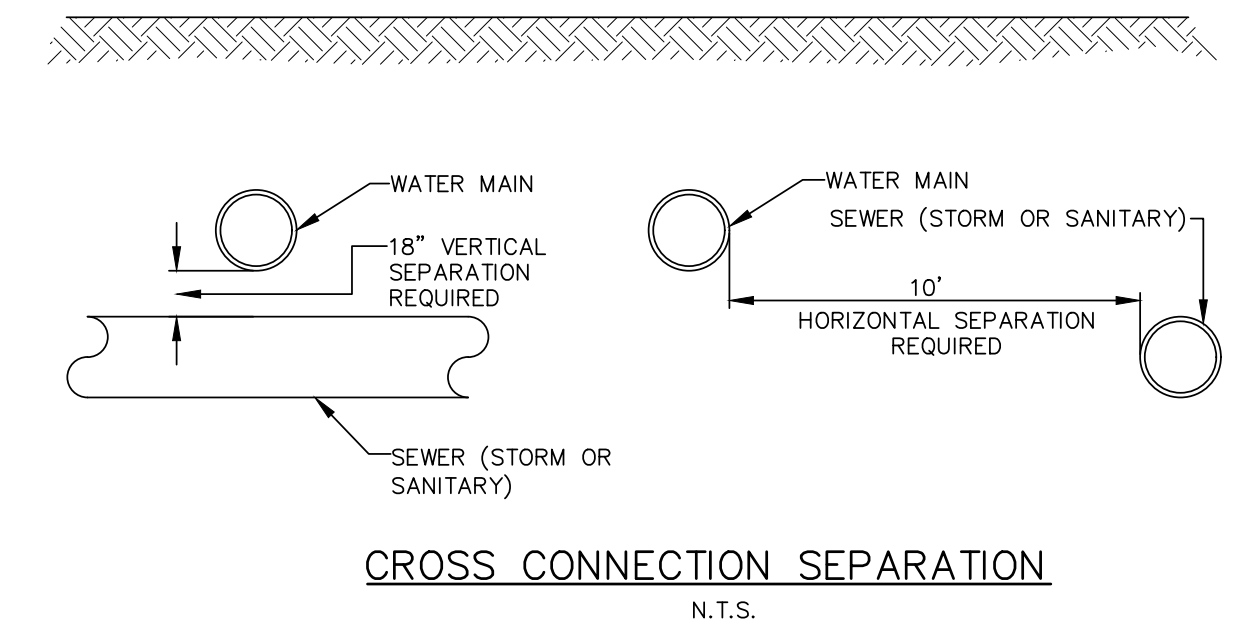
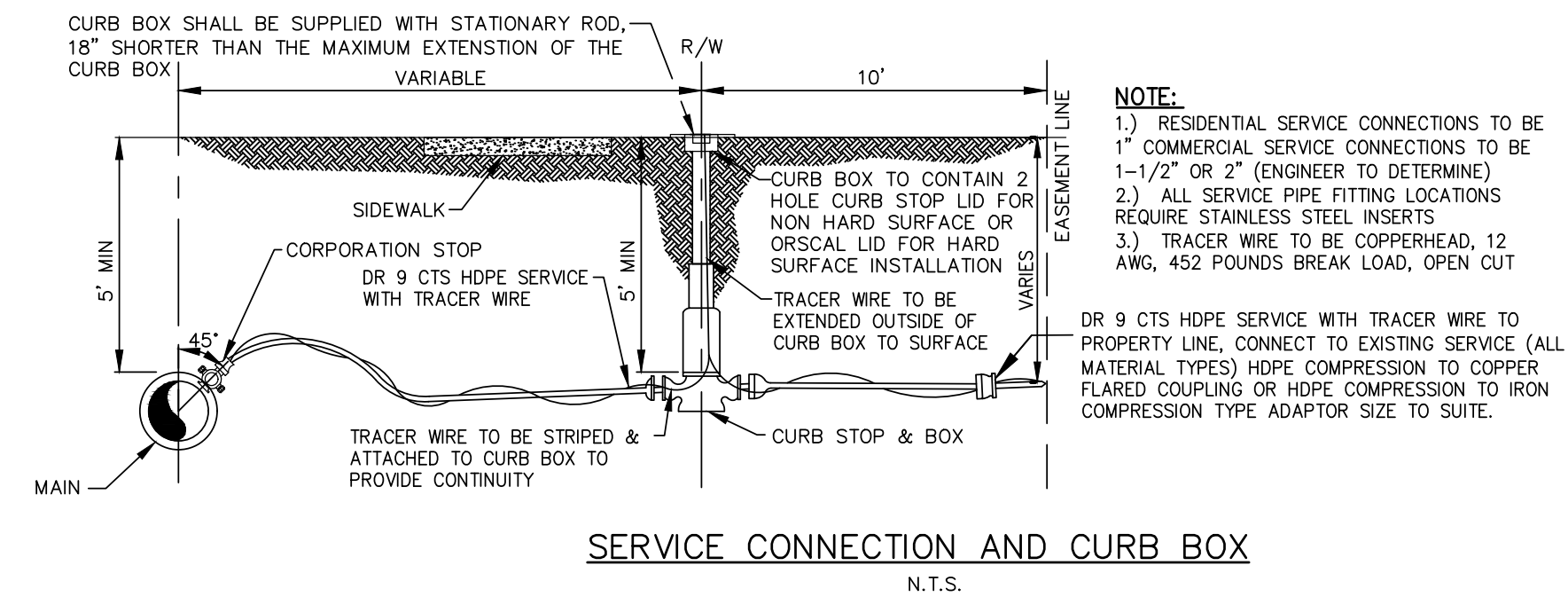
TO 15"	6"
18" TO 36"	9"
OVER 36"	12"

MAX. TRENCH WIDTH AT TOP OF PIPE

DIA. "d"	WIDTH "w"
6"	18"
8"	24"
10"	24"
12"	30"
15"	36"
18"	39"
21"	42"
24"	45"
27"	48"
30"	53"
36"	66"
42"	75"
48"	82"
72"	120"



CORPORATION STOP	CURB STOP		CONNECTION TO EXISTING	
	FORD PART No.	AY McDONALD PART No.	FORD PART No.	AY McDONALD PART No.
1\"/>				



PIPE SIZE	BLOCKING FOR PLUGS AND ELBOWS				BLOCKING FOR TEES & WYES				
	PLUG	90° ELBOW	45° ELBOW	22 1/2° ELBOW	11 1/4° ELBOW	SIZE OF RUN	SIZE OF BRANCH	OUTSIDE FACE AREA	SQ. FT.
20"	16	25	14	7*	4*	20"	16"	12	7
18"	12	16	9	5*	3*	OR	10"	6	6
12"	7	9	5	3*	2*	16"	12"	5	7
10"	4	5	3	2*	1*	12"	10"	4	4
8"	3	3	2	1*	1*	OR	8"	4	2
6"	2	3	2	1*	1*	LESS	6"	2	2

**RICK L. PHARIS**  
REGISTERED PROFESSIONAL ENGINEER

I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER LICENSED WITH THE STATE OF INDIANA DO HEREBY CERTIFY TO THE PRINCIPLES AND PRACTICES OF ENGINEERING AS THEY PERTAIN TO POTABLE WATER DESIGN AND DETAILS AS SHOWN HEREON.

*Rick L. Pharis*  
Rick L. Pharis, P.E.

**Brads-Ko Engineering & Surveying, Inc.**  
1009 South Ninth St. Goshen, IN 46526  
Phone 574 533-9913 Fax 574 533-9911

PROJECT NUMBER  
**2016-0033**

DRAWING NUMBER  
**X-2478-9**



**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

**ADDENDUM NO. 1  
TO THE  
BIDDING DOCUMENTS  
FOR  
WATERFORD COMMONS BUSINESS PARK, TRACT 2**

**Issued: August 5, 2016**

**City Project No. 2016-0033**

The following amendments to the plan documents for the above mentioned project are hereby included with the original plan documents, (plans and specifications). The contract shall be bid based on the above mentioned plans and specifications as amended by the following addendum. The contractor shall indicate on the bid that this and any other specific addenda are received and reflected in the bid.

***I. Under the Project Specifications, the following changes shall be made.***

1. Page 64, Item 22. Landscape Restoration. Under grading, topsoil is identified to be stripped and surplus excavation material is to be removed from the site and disposed of by the contractor. This language shall be modified and in accordance with Section IV, Item 1 within this addendum, surplus soil may be placed into a constructed mound behind subdivision lots 4, 5, 6 and 7. Excess soil may also be used to transition the grade between the back of curb and the existing grade; however, granular material shall not be placed over existing topsoil to then be covered with additional topsoil for final grade. Spreading of excess topsoil over the building lots will not be permitted to avoid construction issues for the future building pads.
2. Page 64, Item 22. Landscape Restoration. It shall be understood that in areas requiring landscape restoration, a minimum of four (4) inches of topsoil shall be placed, grade and landscape raked for stones and debris prior to the placement of seed and mulch.
3. Pavement Traffic Markings. Pavement Traffic Markings shall be included as part of the contract as follows. At the time of the bid a striping plan is not available; therefore, undistributed quantities are being included. A striping plan will be provided prior to the commencement of the work.

**Scope**

The bid item shall include, but will not be limited to, all cost for labor, materials, tools, equipment, installation or removal, of pavement traffic markings and snowplowable



raised pavement markers in accordance with the MUTCD, these specifications and as shown on the plans.

**Material**

Thermoplastic shall adhere to INDOT Standard 921.02(a).

**Preparation**

Contractor shall review all locations with the Engineer prior to proceeding with pavement markings so that modifications or changes may be made if necessary.

Where existing pavement markings in or adjacent to the project are in conflict with proposed pavement markings or lane configurations, the Contractor shall contact the Engineer prior to removing existing pavement markings. If required, this work shall be incidental to the project.

The pavement shall be cleaned of all dirt, oil, grease, excess sealing material, excess pavement marking material and all other foreign material prior to applying new pavement traffic markings.

New pavement markings may be placed over sound existing markings of the same color. New thermoplastic, preformed plastic, or epoxy markings may be applied over sound existing markings of the same type if permitted by manufacturer's recommendations.

The Contractor shall bid all related pavement markings; however, the City of Goshen reserves the right to remove the work from the Contract and install separately.

**Measurement and Payment**

Pavement traffic markings shall be paid for on a per foot basis for each respective item.

**II. On the Plan Drawings, the following changes shall be made.**

1. Plan Sheet X-2478-1 and -4, Soil Mound. A linear soil mound 42' W x 250 L is shown along the west side of lot 5. To reduce hauling costs, the awarded contractor will be permitted to extend the soil mound north along lots 6, 5 and 4 in that order. A gap in the mound shall be provided over the utility easement to provide maintenance access. The soil mound shall be uniform in shape between its starting point on lot 7 to its end point.

**III. Items to be added or removed from the Project Itemized Proposal**

1. Itemized Bid. Bid Item 3.1, Linear Grading has been added as a lump sum bid item.
2. Itemized Bid. Bid Item 3.2, Common Excavation has been added as a lump sum bid item for the construction of the retention areas and soil mounds.
3. Itemized Bid. Bid Item 17.2, Compacted Aggregate for Base, No. 53. This bid item is included as an undistributed quantity for beneath the road bed on Dierdorff Road and Ardmore Court in areas the subgrade may be found to be unsuitable. At this time, it is not anticipated the aggregate base will be needed beneath the sidewalk as shown on plan sheet X-2478-6.

4. Itemized Bid, Bid Item 19.0, Concrete Sidewalk, 4" has been added as a square yard bid item for the construction of the sidewalk in accordance with the right-of-way typical cross section and as specified per Item 20. Concrete Flatwork in the project specifications.
5. Itemized Bid, Bid Item 19.1, Concrete Sidewalk, ADA Ramp, Type C has been added as a square yard bid item for the construction of the sidewalk ADA ramp in accordance with INDOT standards, 2014.
6. Itemized Bid, Bid Item 20.0, Line, Thermoplastic, Stop Bar, White, 24" has been added as a linear foot bid item.
7. Itemized Bid, Bid Item 20.1, Line, Thermoplastic, Yellow, Solid, 4" has been added as a linear foot bid item.
8. Itemized Bid, Bid Item 20.2, Line, Thermoplastic, Yellow, Skip, 4" has been added as a linear foot bid item.
9. Itemized Bid, Bid Item 20.3, Line, Thermoplastic, White, Solid, 4" has been added as a linear foot bid item.
10. Itemized Bid, Bid Item 20.4, Line, Thermoplastic, White, Solid, 6" has been added as a linear foot bid item.

**-END ADDENDUM-**

**CITY OF GOSHEN**

Dustin K. Sailor, P.E., CPESC  
City Utility Engineer

A signed copy of this addendum shall be submitted with the proposal.

Acknowledged by: \_\_\_\_\_  
Signature of Bidder

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

### ITEMIZED BID (Rev. Add. No. 1)

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

Vendor/contractor/supplier: \_\_\_\_\_  
Company Name

\_\_\_\_\_

Print Name	Title	Signature
------------	-------	-----------

Address: \_\_\_\_\_

Telephone Number (s): Business: \_\_\_\_\_ Cell \_\_\_\_\_

Acknowledgement of Addenda Number(s) \_\_\_\_\_

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1.0	Mobilization & Demobilization (5% Max.)	1	LSUM		
2.0	Erosion & Sediment Control	1	LSUM		
3.0	Clearing of Right-of-Way	1	LSUM		
3.1 (Add.1)	Linear Grading	1	LSUM		
3.2 (Add. 1)	Common Excavation	1	LSUM		
4.0	Maintenance of Traffic	1	LSUM		
5.0	Dewatering	1	LSUM		
6.0	Construction Staking & Record Drawings	1	LSUM		
7.0	Construction Notice Board	1	EA		
8.0	Sanitary Sewer, PVC, SDR 35, 8"	1441	LFT		
8.1	Sanitary Sewer Laterals, PVC, SDR 35, 6"	525	LFT		

**City of Goshen**  
Engineering Department

204 E. Jefferson Street, Goshen, IN 46528  
Ph. 574-534-2201 Fax: 574-533-8626

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
8.2	Storm Sewer, PVC, SDR 35, 15"	110	LFT		
8.3	Storm Sewer, RCP, 24"	930	LFT		
8.4	Storm Sewer, RCP, 30"	370	LFT		
8.5	Storm Sewer, PVC, SDR 35, 12" (Lateral Services) 10 Services	680	LFT		
8.6	Storm Sewer, DI CL 50, 8"	31	LFT		
9.0	Sanitary Sewer Manhole, Type C, 48" Dia.	4	EA		
9.1	Sanitary Sewer Manhole, Type C, 48" Dia. Doghouse	1	EA		
10.0	Storm Manhole, 72" Dia.	4	EA		
10.1	Storm Manhole, 60" Dia.	1	EA		
10.2	Storm Manhole, 48" Dia.	2	EA		
10.3	Catch Basin, Type N, 72" Dia.	1	EA		
10.4	Catch Basin, 30" Dia.	5	EA		
10.5	Inlet, 30" Dia.	4	EA		
11.0	Storm Sewer, Flare Metal End Section, 30" W/Manproofing	2	EA		
12.0	Water Main, DI, 12"	2339	LFT		
12.1	Fire Protection Service, DI, 6" (10 Services)	675	LFT		
13.0	Fitting, DI, 45° Bend, 12"	4	EA		
14.0	12" X 12" X 6" Tee	4	EA		
14.1	Wedge Valve	2	EA		
14.2	Tapping Valve & Sleeve, 18" x 12"	1	EA		
14.3	Tapping Valve & Sleeve, 12" x 12"	1	EA		
15.0	Fire Hydrant and Valve	4	EA		
16.0	Water Service, HDPE, DR 9, CTS w/ Tracer, 2" (10 Services)	675	LFT		
16.1	Corporation Cock, 2"	2	EA		
17.0	HMA Surface, No. 9	522	TON		
17.1	HMA Base, No. 5	2330	TON		
17.2 (Add. 1)	Compacted Aggregate for Base, No. 53	1667	TON		

Waterford Commons Business Park, Tract 2  
Project No. 2016-0033

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
18.0	6" Standup Curb 2' w/Gutter	3375	LFT		
19.0 (Add. 1)	Concrete Sidewalk, 4	1900	SYD		
19.1 (Add. 1)	Concrete Sidewalk, ADA Ramp, Type C	10	SYD		
20.0 (Add. 1)	Line, Thermoplastic, Stop Bar, White, 24"	30	LFT		
20.1 (Add. 1)	Line, Thermoplastic, Yellow, Solid, 4"	1400	LFT		
20.2 (Add. 1)	Line, Thermoplastic, Yellow, Skip, 4"	700	LFT		
20.3 (Add. 1)	Line, Thermoplastic, White, Solid, 4"	1600	LFT		
20.4 (Add. 1)	Line, Thermoplastic, White, Solid, 6"	140	LFT		
<b>TOTAL AMOUNT BID =</b>					

**RESOLUTION 106-2016**

**Ratify Execution of Contract Amendment #5  
with RGB Sales, LLC  
for Brownfield Remediation Services at 317 West Douglas Street**

WHEREAS the Goshen Redevelopment Commission passed Resolution 93-2016 authorizing Community Development Director Mark Brinson to negotiate and execute Contract Amendment #5 on behalf of the City of Goshen and Goshen Redevelopment Commission with RGB Sales, LLC for Brownfield Remediation Services at 317 West Douglas Street.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of Contract Amendment #5 with RGB Sales, LLC for Brownfield Remediation Services at 317 West Douglas Street attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of Contract Amendment #5 by Mark Brinson, Community Development Director on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 13, 2016.

---

Thomas W. Stump, President

---

Laura Coyne, Secretary

## **CONTRACT AMENDMENT #5**

### **BROWNFIELD REMEDIATION SERVICES**

#### **AT 317 WEST DOUGLAS STREET**

THIS CONTRACT AMENDMENT is entered into on this 24<sup>th</sup> day of August, 2016, between RGB Sales, LLC, hereinafter referred to as "Contractor", and the City of Goshen by its Redevelopment Commission, hereinafter referred to as "City".

WHEREAS, the City entered into a Contract with Contractor dated September 1, 2015, for the "BROWNFIELD REMEDIATION SERVICES AT 317 WEST DOUGLAS" project for an amount not to exceed One Hundred Fifty-Six Thousand Three Hundred Forty-One Dollars (\$156,341.00).

WHEREAS, the City entered into a Contract Amendment with Contractor dated October 13, 2015, for the "BROWNFIELD REMEDIATION SERVICES AT 317 WEST DOUGLAS" project to increase the scope of work to include excavation and transport of the backfill required for the project from a City-owned site on Kercher in lieu of purchasing soil, clearing of all trees and brush from the Kercher site to facilitate excavation activities and removal of two (2) storm structures on the Douglas Street site that were encountered for an amount not-to-exceed Thirty-Nine Thousand Eight Hundred and Thirty-Five Dollars (\$39,835.00) for a total contract price of One Hundred Ninety-Six Thousand One Hundred Seventy-Six Dollars (\$196,176.00)

WHEREAS, the City entered into a Contract Amendment #2 with Contractor dated December 8, 2015 to increase the scope of work to include the addition of (3) additional parcels of land to the project area, clearing of an additional sixty-two (62) large trees and 1.75 acres of additional brush as well as additional erosion control measures for the additional parcels for a not-to-exceed amount of Forty-Two Thousand Dollars (\$42,000.00) for a total contract price of Two Hundred Thirty-Eight Thousand One Hundred Seventy-Six Dollars (\$238,176.00).

WHEREAS, the City entered into a Contract Amendment #3 with Contractor dated \_\_\_\_ to increase the scope of work to include installation of a permanent maintenance drive into the pond, the grading of approximately 1,075 linear feet of pond wall to a 4:1 slope to allow for long-term maintenance and installation of a 30" storm water catch basin and 111' of 15" storm pipe at the northeast end of the project area to facilitate the planned drainage improvements for the Genesis Products project for an amount not-to-exceed Sixty-Two Thousand Ninety-Four Dollars and Ninety-Three Cents (\$62,094.93) for a total contract price of Three Hundred Thousand Two Hundred Seventy Dollars and Ninety-Three Cents (\$300,270.93)

WHEREAS, the City entered into a Contract Amendment #4 with Contractor dated \_\_\_\_ to increase the scope of work to include excavation and transport of approximately 150 cubic yards of material on the Matthews Development Site just north of the original project site that needs to be removed and backfilled with clean material and stabilized to allow for unrestricted residential closure for an amount not-to-exceed Two Thousand Seven Hundred Seventy-Five Dollars (\$2,775.00) for a total contract price of Three Hundred Three Thousand Forty-Five Dollars and Ninety-Three Cents (\$303,045.93).

WHEREAS, the final portion of the project to be restored is the Millrace Canal Bank from Douglas Street to Purl Street and this work requires removal of the failing erosion control mat, scraping/regrading/smoothing of the in-place soils, import of additional topsoil and

stabilization of the bank utilizing a proper seed mix and blankets and the Contractor has indicated that the work can be completed for a not-to-exceed cost of Twenty-Eight Thousand Six Hundred Fifteen Dollars (\$28,615.00).

WHEREAS, NIPSCO has indicated that additional soil is required in the center easement to raise the grade to allow for the installation of their utilities within the area and the Contractor has agreed to import up to thirty (30) loads of additional material at a rate of One Hundred Dollars (\$100) per load with a not-to-exceed cost of Three Thousand Dollars (\$3,000.00).

WHEREAS, the City desires to contract with Contractor and Contractor agrees to increase the scope of work to include the Millrace Canal Bank restoration and import of up to thirty (30) additional loads of acceptable soil.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the original Contract dated September 1, 2015, the October 13, 2015 Contract Amendment and December 8, 2015 Contract Amendment #2, March 9, 2016 Contract Amendment #3 and May 3, 2016 Contract Amendment #4 the parties agree as follows:

#### **ADDITIONAL SCOPE OF SERVICES**

Scope of Work shall include:

##### **Millrace Canal Bank Restoration**

1. Remove existing black erosion control mat and dispose at Elkhart County Landfill;
2. Scrape/regrade/smooth existing soils along the canal bank and add additional topsoil to provide better material to promote vegetation growth;
3. Stabilize soils with a hardy seed mixture designed to provide deep roots and growth in the conditions present on the bank; and
4. Placement of a coconut fiber erosion control blanket over the canal bank, a coconut fiber waddle along the ordinary high water mark and a straw waddle along the top of the bank to prevent runoff until vegetation is established.

##### **Import of Additional Backfill**

1. Transport and place up to thirty (30) loads of additional clean backfill material from Kercher Road site; and
2. Grading to achieve proper elevations to accommodate utility installation by NIPSCO through the center easement and east/west easements extending to River Race Drive.

#### **SCHEDULE**

All work by Contractor shall be completed on or before September 23, 2016.

#### **ADDITIONAL COMPENSATION**

The City agrees to compensate Contractor for the above additional services as shown below:

- Erosion Control Measures - \$16,235.00
- Excavation of existing mat and disposal at landfill - \$2,050
- Earthwork and grading - \$4,400
- Restoration and seeding - \$3,930
- Mobilization/Demobilization - \$2,000



- Installation and Maintenance of Erosion Control Measures - \$700.00
- Import of up to thirty (30) loads of additional clean backfill material - \$3,000 (\$100/load)

The additional cost for all services performed in this Contract Amendment shall not exceed Thirty-One Thousand Six Hundred Fifteen Dollars (\$31,615.00) for a total contract price of Three Hundred Thirty-Four Thousand Six Hundred Sixty Dollars and Ninety-Three Cents (\$334,660.93).


All other terms and conditions of the September 1, 2015 Contract, October 13, 2015 Contract Amendment, December 8, 2015 Contract Amendment #2, March 8, 2016 Contract Amendment #3 and May 3, 2016 Contract Amendment #4 shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Contract Amendment, in duplicate on 24<sup>th</sup> day of August, 2016.

**City of Goshen  
Redevelopment Commission**

  
\_\_\_\_\_  
Mark Brinson,  
Community Development Commission

**RGB Sales, LLC**

  
\_\_\_\_\_  
Travis Snider, Partner

## RESOLUTION 107-2016

### **Approve Amendment to Agreement for the Sale, Purchase and Development of Real Estate with Millrace Neighborhood, LLC**

WHEREAS the City of Goshen and Millrace Neighborhood, LLC entered into an Agreement for the Sale, Purchase and Development of Real Estate on the 25<sup>th</sup> day of April, 2014, hereinafter referred to as "Purchase Agreement."

WHEREAS the Purchase Agreement covers the real estate generally located north of Douglas Street, east of River Race Drive and west of the Millrace Canal.

WHEREAS Millrace Neighborhood, LLC would like to add Millrace CoHousing, Inc. as a party to the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the attached Amendment to Agreement for the Sale, Purchase and Development of Real Estate to add Millrace CoHousing, Inc. as a party to the Purchase Agreement.

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

**Amendment to Agreement for the Sale, Purchase and Development of Real Estate**

THIS AMENDMENT is entered into this \_\_\_\_ day of September, 2016, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment," and Millrace Neighborhood, LLC, an Indiana limited liability company, and Millrace CoHousing, Inc., an Indiana nonprofit corporation.

WHEREAS Redevelopment and Millrace Neighborhood, LLC entered into an Agreement for the Sale, Purchase and Development of Real Estate on the 25<sup>th</sup> day of April, 2014, hereinafter referred to as "Purchase Agreement."

WHEREAS Millrace Neighborhood, LLC would like to add Millrace CoHousing, Inc. as a party to the Purchase Agreement.

In consideration of the terms, conditions and mutual covenants contained in this Amendment, the parties agree that Millrace CoHousing, Inc. shall be added as a party to the Purchase Agreement. The inclusion of Millrace CoHousing, Inc. to the Purchase Agreement in no way releases Millrace Neighborhood, LLC from any obligation under the Purchase Agreement.

In all respects, all other provisions of the original Purchase Agreement dated the 25<sup>th</sup> day of April, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand to this Amendment as of the dates set forth below.

**Goshen Redevelopment Commission**

**Millrace Neighborhood, LLC**

\_\_\_\_\_  
Thomas W. Stump, President

By: \_\_\_\_\_

Printed: \_\_\_\_\_

\_\_\_\_\_  
Laura Coyne, Secretary

Title: \_\_\_\_\_

Date: September 13, 2016

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

**Millrace CoHousing, Inc.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **RESOLUTION 108-2016**

### **Approve and Authorize Execution of Agreement with B & T Door for Garage Door Replacement**

WHEREAS the garage doors on the building located on the south side of Plymouth Avenue east of the railroad tracks and west of 10<sup>th</sup> Street need to be replaced.

WHEREAS the Goshen Redevelopment Commission passed Resolution 81-2016 authorizing Community Development Director Mark Brinson to negotiate and execute an agreement with Culp Door Sales & Service, Inc. for the garage door replacement at the Plymouth Avenue garage, however an agreement was never reached with Culp Door Sales & Service, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement with Bradley S. Daniels d/b/a B&T Door for Garage Door Replacement attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

Copy of Agreement to be provided and attached to Res. 108-2016

**RESOLUTION 109-2016**

**Authorize Advertising for Bids  
for Demolition Project at 1375 Lincolnway East, Goshen**

WHEREAS the City has prepared plans and specifications for the demolition project at 1375 Lincolnway East, Goshen (the Project) which requires the solicitation of bids.

WHEREAS a copy of the notice of the solicitation for bids for the Project is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission authorizes advertising for bids for the Project. Sealed bids for the Project will be submitted to the Clerk-Treasurer's Office to be opened by the Goshen Board of Public Works and Safety at a public meeting on behalf of the Goshen Redevelopment Commission. The bid results will then be presented to the Goshen Redevelopment Commission at a subsequent meeting for review and award.

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

**CITY OF GOSHEN**  
**INVITATION FOR BIDS**

**Demolition Project at 1375 Lincolnway East (US33) Goshen**

**B16-08-011**

Notice is given that the Redevelopment Commission of the City of Goshen, Indiana is soliciting sealed bids for the above referenced public works project. The Redevelopment Commission is hereinafter referred to as "City".

The work to be performed requires: asbestos abatement, the demolition of all structures including the former Goshen Inn building, the maintenance building and the former conference building; removal of any basements and foundations; removal of all asphalt; disposal of all materials; and the filling and leveling of the grounds on the property at 1375 Lincolnway E., Goshen (See Exhibit C).

The Specification Documents may be obtained from the City of Goshen Clerk Treasurer, 202 South 5<sup>th</sup> Street, Goshen, IN 46528. The City of Goshen shall not be responsible for documents obtained from any other source.

No bid security is required.

Offers shall be submitted in accordance with the Instructions to Bidders, and all contractual terms and conditions that are included in the Specification Documents. In addition to price, bids will be evaluated based on whether the bidder is responsible, and if the bidder's offer is responsive.

Offers shall be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. local time October 3, 2016 at which time all bids received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud. The Board meeting will be held in City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen

The City of Goshen Redevelopment Commission reserves the right to reject any and all bids, delete any portions thereof, to waive any informalities or irregularities in any bid received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder. Award of contract is contingent on the availability of funds.

**RESOLUTION 110-2016**

**Award Bid and Authorize Negotiation and Execution of Agreement  
for Demolition Project at 828 East Lincoln Avenue**

WHEREAS sealed bids were solicited for the demolition project at 828 East Lincoln Avenue (the Project);

WHEREAS the bids for the Project were opened publicly and read aloud by the Goshen Board of Public Works and Safety on September 12, 2016; and

WHEREAS the Community Development Department has reviewed the bids submitted and recommends that the bid for the Project be awarded to \_\_\_\_\_ as the lowest responsible and responsive bidder.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that:

1. The bid for the Project is awarded to \_\_\_\_\_ as the lowest responsible and responsive bidder.
2. Community Development Director Mark Brinson is authorized to negotiate and execute an agreement on behalf of the City of Goshen and Goshen Redevelopment Commission with \_\_\_\_\_ for the Project that is consistent with their bid.
3. The execution of the agreement shall be presented to the Redevelopment Commission for ratification.

PASSED and ADOPTED on September 13, 2016.

\_\_\_\_\_  
Thomas W. Stump, President

\_\_\_\_\_  
Laura Coyne, Secretary



**RESOLUTION 111-2016**

**Ratify Execution of Indemnity Agreement  
with Downtown Goshen, Inc.  
for Use of Real Estate**

WHEREAS the Downtown Goshen, Inc. requested to use the real estate located on the west side of the Millrace canal at the end of West Madison Street for camping by owners of VW Vans/Busses during Volkfest held on September 2, 2016 and September 3, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Indemnity Agreement with Downtown Goshen, Inc. attached to and made a part of this resolution, and ratifies the execution of the Indemnity Agreement by Mark Brinson, Community Development Director on behalf of the City of Goshen.

PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

## INDEMNITY AGREEMENT

THIS AGREEMENT is entered into on this 1 day of September, 2016, between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (hereinafter referred to as ACity@), and Downtown Goshen, Inc., an Indiana nonprofit corporation (hereinafter referred to as AIndemnitor@).

WHEREAS City owns the real estate located on west side of the Millrace canal at the end of West Madison Street as depicted on the map attached as Exhibit A, hereinafter referred to as the AReal Estate@.

WHEREAS Indemnitor wishes to utilize the Real Estate for camping by owners of VW Vans/Busses during Volksfest on September 2, 2016 and September 3, 2016 that is being organized by Indemnitor.

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

1. City agrees to allow Indemnitor to utilize the Real Estate for camping for VW Vans/Busses during Volksfest on Friday, September 2, 2016, and Saturday, September 3, 2016.
2. Indemnitor agrees to assume all risk and responsibility for any accident, injury, or damage to person or property arising from Indemnitor=s entry into and activity upon City=s Real Estate depicted on the map attached as Exhibit A. Indemnitor agrees to indemnify and hold harmless the City, its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorneys= fees, and expenses incurred in connection therewith, arising or growing out of or in any way connected with the Indemnitor=s employees, agents, and business invitees, entrance into, activity upon, and exit from City=s Real Estate.
3. City makes no warranty, express or implied that the Real Estate is suitable for the Indemnitor=s intended use for camping by owners of VW Vans/Busses during Volksfest. Indemnitor has made its own inspection of the Real Estate and relies solely on Indemnitor=s observations in deciding to utilize the Real Estate.
4. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
5. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

6. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
7. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
8. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Indemnitor.

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

**City**

**Indemnitor**

**City of Goshen, Indiana**

**Downtown Goshen, Inc.**

\_\_\_\_\_  
 Mark Brinson  
 Community Development Director  
 City of Goshen, Indiana

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

By: Adrienne A Nesbitt  
 Printed: Adrienne A Nesbitt  
 Title: Event Coordinator  
 Date: 9/1/14

**EXHIBIT A**



**RESOLUTION 112-2016**

**Approve Additional Appropriations**

WHEREAS it has been determined that it is necessary to appropriate more money than the amount appropriated in this year’s annual budget.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the following additional appropriations of money from the funds named:

**Southeast TIF Allocation Fund – 473**

473-560-00-442.0000, Southeast TIF/Capital Projects..... \$986,349

This additional funding is the initial funding provided by the developer for the design, bidding and construction of the Waterford Business Park Projects under the August 15, 2016 Reimbursement Agreement with MA Investments, Waterford Commons Business Park, LLC and Waterford Development Corp.

**River Race/US 33 TIF Allocation Fund - 480**

480-560-00-452.0000, River Race/US 33 TIF/Transfer Out..... \$500,000

This additional funding will be used to redeem the Taxable Tax Increment Revenue Bonds of 2008.

**Non-Reverting Operating Fund – 406**

406-560-00-431.0502, Non-Reverting/Contractual Services ..... \$8,100

This additional funding is reimbursement of the Civil City’s share of cost for seasonal mowing.

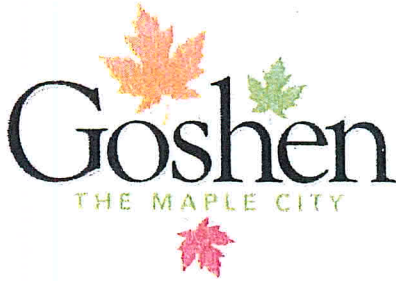
PASSED and ADOPTED on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary



**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

## **BRIEFING MEMORANDUM**

**TO:** Goshen Redevelopment

**FROM:** Dustin K. Sailor

**RE:** **FORMER HOLIDAY INN PARCEL – LEGACY UTILITY  
(JN: 2016-2024)**

**DATE:** August 25, 2016

---

For years staff has heard there was a stormwater connection between the former Holiday Inn property and Fidler Pond, but the City had no records to confirm the pipe's existence. In review of the recent agreement with Emmert Properties, there was reference to a stormwater easement on the property. Upon retracement of the easement that meandered along Fairfield Avenue and across the former Fidler property, Goshen Utilities televised and dye tested a recovered pipe that was found to be connected to Fidler Pond. Staff's best approximation of the pipe's location is shown on the attached map.

Concerns with the private storm pipe are:

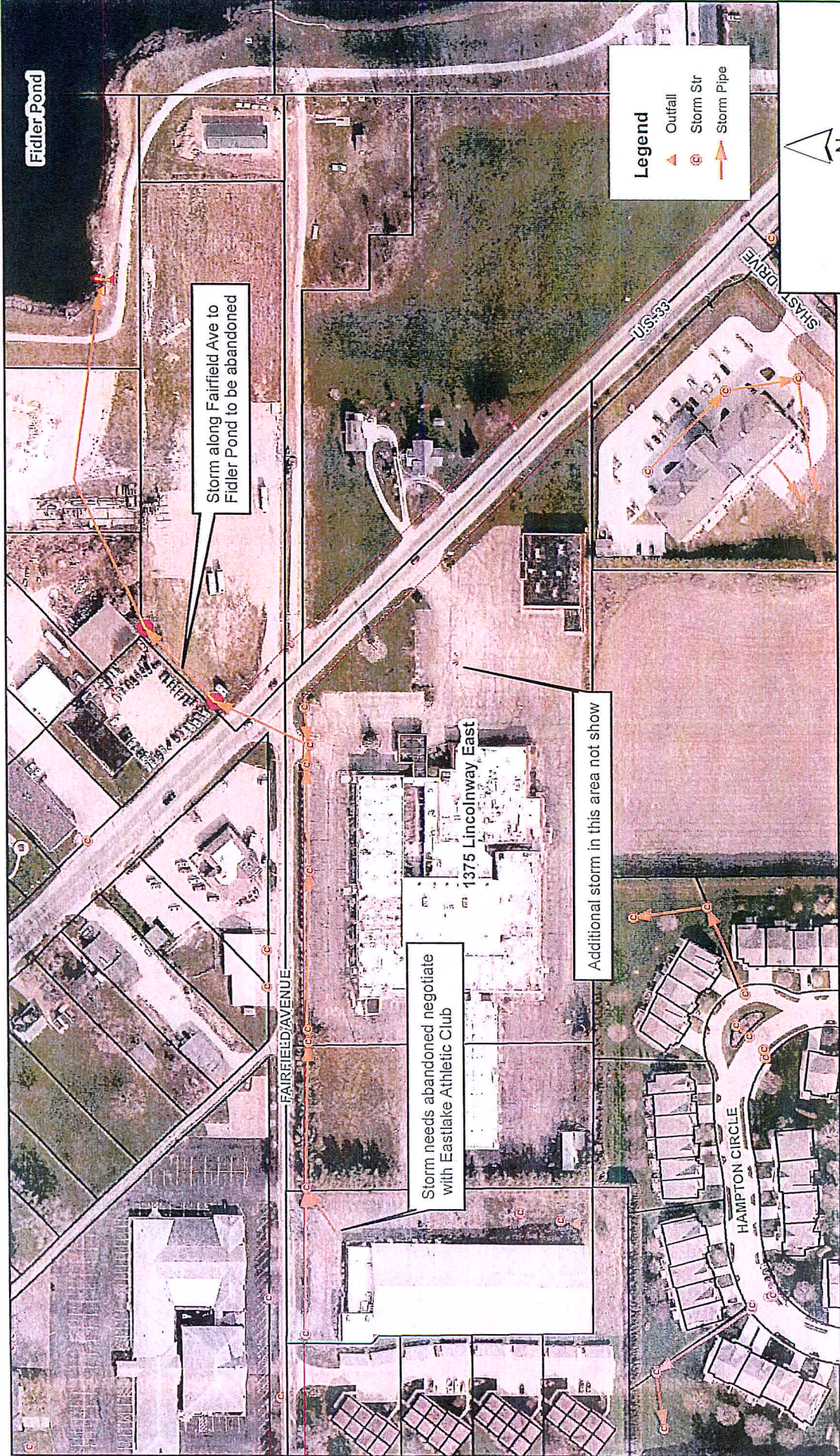
1. The pipe is private (currently owned by the City), crosses U.S. Highway 33, and is in poor condition to the east of U.S. Highway 33.
2. Fidler Park is an area in preserve and a stormwater release into the pond poses pollutant risks.
3. The existing easement and pipe cross property being planned for the development of a hotel. Speaking with the hotel's designer, he would prefer the pipe be abandoned and the existing easement released.
4. There are indications that Goshen Racquet & Fitness has at least some of its stormwater system connected to the private stormwater pipe.

Proposed remedies to the pipe's existence:

1. The agreement with Emmert requires the developer to install their own stormwater improvements and maintain their stormwater onsite.

2. Goshen's Legal Department released a letter dated August 19, 2016, to Goshen Racquet & Fitness putting them on notice of their potential stormwater connection and requested a meeting. The goal will be to have them disconnect from the private storm and have them manage stormwater on their own property.
3. When Redevelopment razes the former hotel, as part of the contract the existing pipe along the north side of the property will need to be removed.
4. The storm pipe beneath U.S. Highway 33 needs to be filled with flowable mortar by a separate specialty contractor. At this time, the cost for this work is unknown, but it is being assumed Goshen Redevelopment will cover the abandonment cost.
5. For the pipe east of U.S. Highway 33, staff suggests the located structures be removed and the pipe ends plugged. This will abandon the pipe in place. As part of the pipe abandonment, the easement would be released. Something should be negotiated for the current property owner to either work around the pipe void or have it removed during their construction project.

All of the proposed remedies are suggested and it is advised that Redevelopment authorize an action plan and determine whether any assistance is to be provided to the impacted properties outside of the former Holiday Inn site (i.e., the future Glo Boutique Hotel owner and Goshen Racquet & Fitness).



Fidler Pond

Storm along Fairfield Ave to Fidler Pond to be abandoned

Storm needs abandoned negotiate with Eastlake Athletic Club

Additional storm in this area not show

**Legend**

- ▲ Outfall
- Storm Str
- Storm Pipe

North Arrow

Feet

0 60 120 240

1 inch = 200 feet

Storm for 1375 Lincolnway East

2015 Aerials

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

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





**Larry A. Barkes, City Attorney**  
**CITY OF GOSHEN LEGAL DEPARTMENT**  
204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 533-9536 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

August 19, 2016

Goshen Racquet & Fitness, LLC  
c/o Justin M. Evers  
1400 Fairfield Avenue  
Goshen, IN 46526-9788

RE: Connection to Storm Sewer

The City of Goshen will be removing a stormwater pipe that runs parallel to Fairfield Avenue from the former Goshen Inn real estate across US 33 to a filled in retention area on Ozinga Concrete's real estate.

The City believes that Goshen Racquet & Fitness, LLC's real estate at 1400 Fairfield Avenue, Goshen may be connected to that stormwater pipe. The City cannot find any right-of-way, easement or other documentation that would permit such connection, but the City has heard some accounts that suggest such a connection exists.

The City of Goshen would like to discuss with you the impact that the removal of the stormwater pipe on the former Goshen Inn real estate may have on your facility. Please contact me to schedule the proposed discussion. If you have any documents that show where your property may connect to the stormwater pipe on the Goshen Inn real estate or documents that show the property's right to connect to such pipe, I would appreciate receiving copies of such documents prior to the meeting.

Respectfully,

A handwritten signature in black ink that reads "Larry A. Barkes".

Larry A. Barkes  
Goshen City Attorney

cc: Dustin Sailor  
Mark Brinson

CONVEYANCE AND GRANT OF EASEMENT

THIS INDENTURE WITNESSETH THAT, Keith L. Johnston and Geraldine E. Johnston, husband and wife, of Elkhart County, State of Indiana, and Fidler's Sand and Gravel, Inc., an Indiana corporation of Goshen, Elkhart County, Indiana, do hereby CONVEY AND GRANT TO Innkeepers of Goshen, Ind., of Elkhart County in the State of Indiana, for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, an easement for the installation, repair and maintenance of a storm sewer with reference to the following described real estate situate in the County of Elkhart, State of Indiana, to-wit:

A part of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows:

Commencing at a spike nail in the center line of Fairfield Avenue said spike nail being South eighty nine (89) degrees fifty two (52) minutes West and eight hundred forty nine and seven tenths (849.7) feet from a stone marking the Northeast (NE) corner of the Southeast quarter (SE 1/4) of Section Fifteen (15), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana; thence South ten (10) degrees fifty eight (58) minutes West, forty and seventy six hundredths (40.76) feet; thence South eighty nine (89) degrees fifty two (52) minutes West, five hundred five (505) feet to the place of beginning of this description and a point on the center line of a traverse line seven and five tenths (7.5) feet either side of said described centerline with a total easement for construction, establishment, and repair of a twenty one (21) inch storm sewer said center line described as follows; thence North eighty nine (89) degrees fifty two (52) minutes East, five hundred five (505) feet; thence north ten (10) degrees fifty eight (58) minutes East, one hundred forty and nineteen hundredths (140.19) feet; thence north forty seven (47) degrees one (1) minute East, one hundred thirty six and five hundredths (136.05) feet; thence North fifty nine (59) degrees nineteen (19) minutes East, two hundred sixty two (262) feet to the end of said easement and the 21" storm water sewer fifteen (15) foot easement. Said easement will have no restrictions or conditions either to the Grantor or Grantee but will be a right-of-way for the passage of storm water to the gravel pit from the Holiday Inn Site.

The easement herein granted is restricted to the lands of the Grantee situated Southeast and across U. S. Highway Number 33 belonging to the Grantee.

This Conveyance and Grant of Easement is for purposes of correction of a Conveyance and Grant of Easement between the parties hereto, dated September 30, 1968, recorded March 19, 1969 in Vol. 293, page 523, records of Elkhart County, Indiana, and supersedes said Conveyance and

MAY 27 1969 AT 2 P.M. George W. Beck  
RECORDED  
ELKHART COUNTY RECORDS

515186

3

Pye

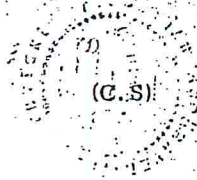
Grantors shall have the right to construct buildings and use said real estate without restrictions, provided however, they hereby agree to provide reasonable access to said storm sewer.

It is understood that Grantee shall have the right to come onto the lands of Grantors for purposes of installation, repair and maintenance of said storm sewer, provided however, they shall not damage the real estate of said Grantors and upon construction shall restore said lands to the condition existing as of the grant of this easement.

Dated this 26 day of May, 1969.

Keith L. Johnston (SEAL)  
Keith L. Johnston  
Geraldine E. Johnston (SEAL)  
Geraldine E. Johnston

FIDLER'S SAND AND GRAVEL, INC.  
By Lewis D. Fidler  
Lewis D. Fidler, President  
And John L. Fidler  
John L. Fidler, Secretary



STATE OF INDIANA )  
 ) SS:  
ELKHART COUNTY )

Before me a notary public in and for said state and county, personally appeared Keith L. Johnston and Geraldine E. Johnston, husband and wife, this 26 day of May, 1969 and acknowledged the execution of the foregoing Conveyance and Grant of Easement.

Frank E. Yoder, Jr.  
Frank E. Yoder, Jr. Notary Public

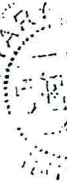
My Commission Expires:  
May 12, 1971

STATE OF INDIANA )  
 ) SS:  
ELKHART COUNTY )

Before me a notary public in and for said state and county, personally appeared Lewis D. Fidler and John L. Fidler, president and secretary respectively of Fidler's Sand and Gravel, Inc. and for and on behalf of said corporation executed the foregoing Conveyance and Grant of Easement this 26 day of May, 1969.

Frank E. Yoder, Jr.  
Frank E. Yoder, Jr. Notary Public

My Commission Expires:  
May 12, 1971





# **September, 2016 Redevelopment Staff Report**

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The September, 2016 Redevelopment Staff Report has not been completed. A copy will be provided to you once the report has been updated.

## **GOSHEN REDEVELOPMENT COMMISSION**

### **Register of Claims**

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **August 6, 2016** through **September 2, 2016** and finds that entries are allowed in the total amount of **\$463,941.67**.

**APPROVED** on September 13, 2016.

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Thomas W. Stump, President

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Laura Coyne, Secretary

# GOSHEN REDEVELOPMENT COMMISSION

## Itemized Expenditure Report

**Claims from 8/6/2016 through 9/2/2016**

Invoice Date	Payee	Description	Claim #	Line Number	Amount
6/29/2016	Abonmarche (05859)	Steury Avenue/Lincoln Avenue Roadway Reconstructio	1519	480-560-00-431.0502	\$3,300.00
7/22/2016	Krause Associates, LLC	Appraisal - 305 N Main St (Eagles Lodge)	1501	480-560-00-431.0502	\$1,200.00
7/31/2016	Indiana Media Group (07255)	Invitation for Bids - Waterford Commons Business Park	1503	473-560-00-439.0930	\$119.16
8/3/2016	Jones Petrie Rafinski Corp. (00463)	South Link Road - Construction Phase Services	1512	473-560-00-442.0000	\$1,666.67
8/4/2016	Goshen, City of (for Redevelopment Payroll)	2016 Increment Pay to Shari Bontrager (75% of \$400)	1517	406-560-00-411.0151	\$300.00
8/4/2016	Goshen, City of (for Redevelopment Payroll)	Cell Phone Stipend 7/22/16 through 8/4/16	1514	406-560-00-413.0700	\$25.00
8/4/2016	Goshen, City of (for Redevelopment Payroll)	FICA 7/22/16 through 8/4/16	1514	406-560-00-413.0100	\$470.70
8/4/2016	Goshen, City of (for Redevelopment Payroll)	Health Insurance 7/22/16 through 8/4/16	1514	406-560-00-413.0501	\$1,529.97
8/4/2016	Goshen, City of (for Redevelopment Payroll)	Medicare 7/22/16 through 8/4/16	1514	406-560-00-413.0200	\$110.08
8/4/2016	Goshen, City of (for Redevelopment Payroll)	PERF 7/22/16 through 8/4/16	1514	406-560-00-413.0300	\$1,078.06
8/4/2016	Goshen, City of (for Redevelopment Payroll)	Wages 7/22/16 through 8/4/16	1514	406-560-00-411.0130	\$7,180.68
8/5/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	1375 Lincolnway East/Goshen Inn Quiet Title Action	1500	480-560-00-431.0502	\$378.10
8/5/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Kercher Rd/SR 15 Condemnation (Gibson - 2601 Wood	1500	473-560-00-431.0502	\$288.00
8/5/2016	Kelly Appraisals	Appraisal - 103 W Wilkinson St	1502	480-560-00-431.0502	\$350.00
8/8/2016	Selge Construction Co., Inc. (04326)	S Third Street Parking Lot - Release of Retainage	1513	480-560-00-442.0000	\$1,000.00
8/12/2016	CHA Consulting, Inc. (06860)	Ninth Street Bicycle/Pedestrian Trail - Design Engineeri	1507	480-560-00-431.0502	\$3,403.40
8/12/2016	HIN Building Account, a General Partnership	Acquisition of right-of-way at 317-321 S. Third Street.	1497	480-560-00-441.0001	\$3,900.00
8/12/2016	Indiana Media Group (07255)	Notice for RFPs to Purchase 1215 Hickory Street Real	1503	406-560-00-433.0000	\$38.37
8/12/2016	Indiana Media Group (07255)	Notice for RFPs to Purchase Third Street/Jefferson Stre	1503	480-560-00-439.0930	\$42.41
8/13/2016	Indiana Media Group (07255)	Notice of Public Hearing - Sale of 307 S Seventh St	1503	406-560-00-433.0000	\$8.56
8/13/2016	Indiana Media Group (07255)	Notice of Public Hearing - Sale of 401-403 E Jefferson	1503	406-560-00-433.0000	\$8.56
8/15/2016	Keystone RV Company (08440)	Reimbursement under 8/10/06 Annexation Agreement f	1498	473-560-00-439.0930	\$36,007.37
8/15/2016	Bruce Mathews	Relocation Payment - Business Reestablishment Paym	1506	480-560-00-441.0001	\$25,000.00
8/15/2016	Bruce Mathews	Relocation Payment - Searching Expenses	1505	480-560-00-441.0001	\$2,500.00
8/17/2016	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Acquisition of 2601 Woodland Drive, Goshen (remainde	1499	473-560-00-441.0000	\$247,039.00
8/18/2016	Goshen, City of (for Redevelopment Payroll)	Cell Phone Stipend 8/5/16 through 8/18/16	1515	406-560-00-413.0700	\$25.00
8/18/2016	Goshen, City of (for Redevelopment Payroll)	FICA 8/5/16 through 8/18/16	1515	406-560-00-413.0100	\$323.35
8/18/2016	Goshen, City of (for Redevelopment Payroll)	Health Insurance 8/5/16 through 8/18/16	1515	406-560-00-413.0501	\$1,112.71

Invoice Date	Payee	Description	Claim #	Line Number	Amount
8/18/2016	Goshen, City of (for Redevelopment Payroll)	Medicare 8/5/16 through 8/18/16	1515	406-560-00-413.0200	\$75.62
8/18/2016	Goshen, City of (for Redevelopment Payroll)	PERF 8/5/16 through 8/18/16	1515	406-560-00-413.0300	\$740.58
8/18/2016	Goshen, City of (for Redevelopment Payroll)	Wages 8/5/16 through 8/18/16	1515	406-560-00-411.0130	\$5,106.95
8/22/2016	DLZ Indiana, LLC (04710)	Kercher Road from Dierdorff Road to US 33 - R/W Engi	1509	473-560-00-431.0502	\$25,446.00
8/26/2016	DLZ Indiana, LLC (04710)	South Link Road - Construction Engineering	1510	473-560-00-442.0000	\$32,053.23
8/29/2016	RGB Sales, LLC	Grading and 30 loads dirt to Douglas St site	1520	480-560-00-442.0000	\$3,000.00
8/29/2016	RGB Sales, LLC	Grading and dirtwork at Kercher/CR 38	1520	473-560-00-442.0000	\$2,094.23
8/29/2016	HJ Umbaugh & Associates (00254)	Continuting Disclosure Services - Taxable Tax Increme	1511	480-560-00-431.0502	\$1,250.00
8/30/2016	DLZ Indiana, LLC (04710)	Northwest Bike Trail - Design Engineering	1508	480-560-00-431.0502	\$24,395.70
8/30/2016	DLZ Indiana, LLC (04710)	Northwest Bike Trail - R/W Engineering	1508	480-560-00-431.0502	\$2,890.00
8/31/2016	Property Management Services (05463)	Evaluation and repair estimate for damages to 419 S Th	1518	406-560-00-431.0502	\$100.00
9/1/2016	Goshen, City of (for Redevelopment Payroll)	Cell Phone Stipend 8/19/16 through 9/1/16	1516	406-560-00-413.0700	\$25.00
9/1/2016	Goshen, City of (for Redevelopment Payroll)	FICA 8/19/16 through 9/1/16	1516	406-560-00-413.0100	\$323.35
9/1/2016	Goshen, City of (for Redevelopment Payroll)	Health Insurance 8/19/16 through 9/1/16	1516	406-560-00-413.0501	\$1,112.71
9/1/2016	Goshen, City of (for Redevelopment Payroll)	Medicare 8/19/16 through 9/1/16	1516	406-560-00-413.0200	\$75.62
9/1/2016	Goshen, City of (for Redevelopment Payroll)	PERF 8/19/16 through 9/1/16	1516	406-560-00-413.0300	\$740.58
9/1/2016	Goshen, City of (for Redevelopment Payroll)	Wages 8/19/16 through 9/1/16	1516	406-560-00-411.0130	\$5,106.95
9/1/2016	RGB Sales, LLC	Canal bank work at Douglas St site	1520	480-560-00-442.0000	\$21,000.00
				<b>Total:</b>	<b>\$463,941.67</b>