



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF December 14, 2021**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/88473622441>

The Goshen Redevelopment Commission will meet on December 14, 2021 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

- 1. CALL TO ORDER/ROLL CALL**
- 2. CHANGES TO THE AGENDA**
- 3. APPROVAL OF MINUTES**
- 4. NEW BUSINESS**

Resolution 70-2021 – Authorize Execution of Documents for the Transfer of 410 West Pike Street

Resolution 71-2021 – Authorize Execution of Documents for the Transfer of 315 West Washington Street

Resolution 72-2021 – Approve Request to Execute an Agreement with HRP Construction, Inc. for the West Goshen-Crossing Subdivision Drainage Improvements Project

Resolution 73-2021 – Approve Request to Reject Proposals received for the New Goshen Parks Maintenance Facility Construction Project

- 5. APPROVAL OF REGISTER OF CLAIMS**
- 6. MONTHLY REDEVELOPMENT STAFF REPORT**
- 7. 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.

- 8. ANNOUNCEMENTS**

Next Regular Meeting – January 11, 2022 at 3:00 p.m.

- 9. EXECUTIVE SESSION**

- 10.** Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of November 9, 2021

The Goshen Redevelopment Commission met in a regular meeting on November 9, 2021 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

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

Absent: None

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve the minutes of the October 11, 2021 regular meeting and October 28, 2021 executive session.

PRESENTATION –

(:45) Jason Semler, Baker Tilly, gave handouts of the presentation to Commission members. Explained each TIF area the projected revenue and any outstanding obligations associated with each. Mr. Semler answered questions from Commission members.

(17:57) Mark Brinson, Deputy Mayor, stated that one of the requirements of the annual meeting is that the taxing districts are notified of the meeting and which they were. Copies of the Capital Plan were available at the meeting and are also on the City's website.

Resolution 68-2021 – Approve Request to Negotiate and Execute Agreement with Alt & Witzig Engineering, Inc. for Geotechnical Services for West Jefferson Street Reconstruction

(19:00) Dustin Sailor, Director of Public Works, stated four proposals were solicited and two were received. Requesting proceeding with Alt & Witzig who provided the lowest responsive and responsible quote at \$5950.00.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 68-2021.

The motion was adopted unanimously.

Resolution 69-2021 – Approve Request to Solicit Bids for the Construction of Stormwater Infrastructure along Southside Park Court to allow for Genesis Project Expansion

(21:22) Dustin Sailor, Director of Public Works, stated that Genesis has purchased lots for expansion and they are located within Kercher Wellfield capture zone which requires connection to other systems and existing systems are at capacity. The cost estimate for the work is \$246,767 and intent to bid project by the end of year to allow for connection to occur in the spring. A copy of the plan is in the packet.

(23:18) Mark Brinson, Deputy Mayor, indicated this project is included in the Capital Plan.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 69-2021.

The motion was adopted unanimously.

DISCUSSION

2022 Meeting Dates

(27:30) Commission President Turner asked Commissioner Stump if he had a conflict with any of the meeting dates and he responded that the February 8 date would not work for him. After discussion, it was decided to move the meeting to February 15 at 2:00 p.m.

A motion was made by Commissioner Johnson and seconded by Commissioner Stump amend the meeting date from February 8 to February 15 and amend the time from 3:00 p.m. to 2:00 p.m.

The motion was adopted unanimously.

TIF Policy for Multi Family Projects

(30:16) Mark Brinson, Deputy Mayor, referred to the memo in the packet. Currently two proposals have been received for multi-family housing. There is interest in developing housing in Goshen but we are hearing the same scenario from developers who are saying that these projects do not make sense from an investment standpoint. They are asking the Commission to participate. The memo is a summary of what has been heard so far the Commission. Discussed each of the options in the memo.

(35:00) discussion and comments regarding developments.

(42:00) Mark Brinson, continued outlining the details of evaluating the projects.

(46:24) comments from Commission members regarding the evaluation process and type of housing.

(51:00) Mayor Stutsman encouraged to Commission members to get behind these housing projects and figure out how to do this. Anything we can do to push these project along is essential to the city growing.

(52:53) Comments from Commission members regarding people in small areas and property taxes on apartment building compared to single family housing.

(57:00) Mayor Stutsman, asked if the next step should be creating small working group.

(58:00) Mark Brinson, stated he will reach out to the Commission members for volunteers.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve payment of the Register of Claims totaling \$28,680.78

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Deputy Mayor Mark Brinson offered to answer any questions about the monthly report; however the Commission did not have any questions.

OPEN FORUM

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

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for December 14, 2021 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:00 p.m.

APPROVED on December 14, 2021

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 70-2021

Authorize Execution of Documents for the Transfer of 410 West Pike Street

WHEREAS the City of Goshen, Indiana and Arnovitz Family, Ltd. entered into an Agreement for the Sale and Purchase of Real Estate at 410 West Pike Street, Goshen, Indiana on September 17, 2021.

WHEREAS it is necessary for the Goshen Redevelopment Commission to authorize an individual to execute all necessary documents on behalf of the City to effectuate the transfer of real estate.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission authorizes Redevelopment Director Becky Hutsell to execute any and all documents on behalf of the City of Goshen, Indiana and Goshen Redevelopment Commission that are necessary to effectuate the transfer of the real estate at 410 West Pike Street, Goshen, Indiana to the City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment.

PASSED and ADOPTED by the Goshen Redevelopment Commission on December 14, 2021.

President

Secretary

RESOLUTION 71-2021

Authorize Execution of Documents for the Transfer of 315 West Washington Street

WHEREAS the City of Goshen and Goshen Brewing Company entered into an Agreement for Lease and Development of Real Estate at 315 West Washington Street, Goshen, Indiana on October 31, 2013, amended February 11, 2014, July 12, 2016, January 17, 2012, November 25, 2019 and April 14, 2021.

WHEREAS the Agreement, as amended, included an option to purchase the real estate which was exercised by Goshen Brewing Company on November 22, 2019.

WHEREAS it is necessary for the Goshen Redevelopment Commission to authorize an individual to execute all necessary documents on behalf of the City to effectuate the transfer of real estate.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission authorizes Redevelopment Director Becky Hutsell to execute any and all documents on behalf of the City of Goshen and Goshen Redevelopment Commission that are necessary to effectuate the transfer of the real estate at 315 West Washington Street, Goshen, Indiana from the City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment to Goshen Brewing Company, an Indiana for profit corporation.

PASSED and ADOPTED by the Goshen Redevelopment Commission on December 14, 2021.

President

Secretary

RESOLUTION 72-2021

Approve Request to Execute an Agreement with HRP Construction, Inc. for the West Goshen-Crossing Subdivision Drainage Improvement Project

WHEREAS the City of Goshen Board of Works and Safety and Stormwater Board received three (3) bids for the Crossing Subdivision Drainage Improvement project on December 6, 2021.

WHEREAS based on the review of the bids and supporting documentation, staff recommends awarding Alternate A to HRP Construction as the lowest responsible and responsive bidder.

WHEREAS after minor adjustments were made and agreement upon with the contractor, the revised contract amount for Alternate A is \$1,366,090.23.

WHEREAS this project is being funded by the Goshen Redevelopment Commission and Civil City.

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

PASSED and ADOPTED on December 14, 2021

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: December 14, 2021

RE: Request to Execute Agreement with HRP Construction, Inc. for the West Goshen – Crossing Subdivision Drainage Improvement Project (JN: 2020-0033)

The City of Goshen Board of Works and Safety and Stormwater Board received bids for the Crossing Subdivision Drainage Improvement project on December 6, 2021. Three (3) bids were received:

	<u>Base Bid</u>	<u>Alternate A</u>	<u>Alternate B</u>
HRP Construction	\$1,448,000.00	\$1,372,544.00	\$1,389,836.00
Selge Construction	\$1,503,820.30	\$1,431,901.30	\$1,445,263.30
Niblock Excavating	\$1,759,717.00	\$1,666,969.00	\$1,678,759.00

Based upon a review of the bids and supporting documentation, staff recommends awarding Alternate A to HRP Construction as the lowest responsible and responsive bidder.

After receiving the bids, staff was notified by the design consultant that the cost for a grade beam was erroneously not included in the bid. Additionally, an easement was secured for a section of existing water main; therefore, it no longer requires relocation by the contractor. With these minor adjustments, staff negotiated the removal and addition of the following bid items:

Item	Qty.	Units	Description	Unit Cost	Cost
19B	202	LFT	Storm Sewer Pipe, Circular, 12 IN., PVC	\$50.00	-\$10,100.00
19D (Add)*	202	LFT	Storm Sewer Pipe, Circular, 12 IN., RCP	\$40.00	\$8,080.00
24	88	LFT	Water Main, 12 IN.	\$60.00	-\$5,280.00
25A	1	EA	Water Main Plug, 12 IN.	\$700.00	-\$700.00
25B	2	EA	Water Main Elbow, 22.5 Degree, 12 IN.	\$1,200.00	-\$2,400.00
26	1	EA	Butterfly Valve, 12 IN.	\$4,000.00	-\$4,000.00
27	1	EA	Fire Hydrant Assembly, Remove & Relocate	\$4,000.00	-\$4,000.00
ADD1	1	EA	Concrete Grade Beam	\$11,946.23	\$11,946.23
				Subtotal:	-\$14,533.77

**Note: 202 feet of 12 IN concrete storm pipe was added to the existing line for a total quantity of 353 LFT.*

With the revisions agreed upon with the contractor, the revised contract amount for Alternate A is \$1,366,090.23.

This project is being funding by the Goshen Redevelopment Commission and Civil City.

Requested Motion: Move to award the modified Alternate A bid to HRP Construction in the amount of \$1,366,090.23.

AGREEMENT
FOR
WEST GOSHEN – CROSSING SUBDIVISION
DRAINAGE IMPROVEMENT PROJECT
(JOB NO. 2020-0033)

THIS AGREEMENT is entered into on _____, 2021, by and between **HRP Construction, Inc.** (“Contractor”), whose mailing address is P.O. Box 266, South Bend, Indiana 46624-0266, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission (collectively termed “City”).

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

1. Scope of Services

- 1.1. Contractor shall preform all work for the West Goshen - Crossing Subdivision Drainage Improvement Project - JN: 2020-0033 in accordance with the complete Specification Documents which are incorporated by reference into this agreement. For the purposes of this agreement, all construction work and services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor, are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (a) this agreement; (b) the Specification Documents for the Project, including detailed specifications, plans and drawings; and (c) Contractor’s Proposal.

2. Effective Date; Term; Liquidated Damages

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety, Goshen Redevelopment Commission and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- 2.3. Contractor shall substantially complete the Project by November 1, 2022. Stabilization of detention basins and all earthwork shall be completed by September 15, 2022. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is

not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500.00) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

3. Compensation

3.1. City shall pay Contractor for the performance of the work based on established unit prices for the work items as set forth in Contractor's itemized proposal, which has been modified during negotiations to reflect the following changes.

1. Item 19B has been removed and the quantity has been added to Item 19D.
2. Item 19D increased quantity by 202 LFT.
3. Items 24 – 27 have been removed as the City will be obtaining an easement which eliminates the need for relocation of the water main.
4. Alternate A has been included (Items A1 and A2).
5. Item ADD1 has been added to account for a concrete grade beam that was required as part of the plans but not labeled correctly or included on the original Bid Form.

An updated table has been attached as Exhibit A.

3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with a total cost for the Project estimated at One Million Three Hundred Sixty-Six Thousand Ninety Dollars and Twenty-Three Cents (\$1,366,090.23). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder. The actual number of units used in the Project may be more or less than the estimated quantities, and payment to Contractor on the contract will be based on the established unit prices and the actual number of units used.

3.3. The prices shall cover and include all Contractor's costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage

4.1. Upon receipt of a detailed invoice, City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.

4.2. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.

- 4.3. Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- 4.4. Upon Contractor's completion of the Project in accordance with the Specification Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 4.5. Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Redevelopment Department
204 E Jefferson St, Ste 6
Goshen, IN 46528
- 4.6. Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice, except for final payment under Section 4.4. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.7. Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.
- 4.8. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

5. Materials and Workmanship; Inspection

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- 5.2. Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- 5.3. City's representative shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- 5.4. City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or

nonconformance after written notice from City. Such correction shall also include the removal from the work site.

- 5.5. In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

6. Warranty

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond

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

8. Performance Bond

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

9. Payment Bond

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

10. Independent Contractor

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

11. Non-Discrimination

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

Contractor agrees:

- 11.1.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.1.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

11.1.3. That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

11.1.4. That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification

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

12.2. Before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.

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

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

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

13. Drug Testing Program

13.1. Contractor, including any subcontractor of Contractor, must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. as described in Contractor's written plan submitted with their proposal.

13.2. City may cancel or terminate this contract in the event Contractor, including any subcontractor of Contractor, fails to implement the employee drug testing program during the term of the contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.

14. Contractor Compliance with Other Laws

14.1. In accordance with Indiana Code § 5-16-13-11, Contractor agrees:

14.1.1. Contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.

- 14.1.2. Contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
- 14.1.3. Contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
- 14.1.4. Contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
- 14.1.5. Contractor shall comply with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- 14.2. In accordance with Indiana Code § 5-16-13-13, Contractor, including any subcontractor of Contractor, shall preserve all payroll and related records for all employees performing work under the Project for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

15. Indemnification

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

16. Insurance

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

17. Force Majeure

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

18. Default

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

19. Termination

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

20. Subcontracting or Assignment of Contract

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

21. Change Orders

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

22. Amendments

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

23. Waiver of Rights

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

24. Applicable Laws

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

in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

25. Miscellaneous

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

26. Severability

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

27. Binding Effect

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

28. Authority to Execute

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

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

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

HRP Construction Inc.

Jeremy P. Stutsman, Mayor

Date: _____

Board of Public Works & Safety Member

Date: _____

Board of Public Works & Safety Member

Date: _____

Board of Public Works & Safety Member

Date: _____

Board of Public Works & Safety Member

Date: _____

Printed: _____

Title: _____

Date: _____

City of Goshen, Indiana
Goshen Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date: _____

EXHIBIT A
WEST GOSHEN - CROSSING SUBDIVISION DRAINAGE PROJECT (JN: 2020-0033)
HRP Construction, Inc. Proposal

Item No.	Est. Quantity	Unit	Description	Unit Price	Amount
1	1	LSUM	Construction Notice Board	\$1,040.20	\$1,040.20
2	1	LSUM	Mobilization & Demobilization	\$70,000.00	\$70,000.00
3	1	LSUM	Maintenance of Traffic	\$4,440.00	\$4,440.00
4	1	LSUM	Construction Engineering	\$8,900.00	\$8,900.00
5	1	LSUM	Clearing of Right-of-Way	\$44,512.00	\$44,512.00
6A	1	LSUM	Earthwork	\$427,000.00	\$427,000.00
6B	1,300	CYD	Structure Backfill, Type 1	\$24.00	\$31,200.00
7A	2,310	LFT	Silt Fence	\$1.78	\$4,111.80
7B	1	LSUM	Temporary Erosion & Sediment Control	\$21,000.00	\$21,000.00
8	55	SYD	Milling, Transition	\$45.00	\$2,475.00
9	145	CYD	Compacted Aggregate for Base, No. 53	\$63.00	\$9,135.00
10	2,520	SYD	Compacted Asphalt Millings, 8"	\$18.00	\$45,360.00
11A	65	TON	HMA Surface, 9.5mm, Type B	\$186.00	\$12,090.00
11B	105	TON	HMA Intermediate, 19.0 mm, Type B	\$138.00	\$14,490.00
11C	115	TON	HMA Base, 25.0 mm, Type B	\$137.00	\$15,755.00
12	1,295	SYD	Asphalt for Tack Coat	\$0.60	\$777.00
13	150	SYD	Concrete Sidewalk, 4"	\$95.00	\$14,250.00
14	470	LFT	Concrete Curb & Gutter	\$34.00	\$15,980.00
15A	450	SYD	Riprap, Revetment	\$60.00	\$27,000.00
15B	450	SYD	Geotextile	\$1.35	\$607.50
16	815	SYD	Grass Pavers	\$112.00	\$91,280.00
17A	70,700	SYD	Mulched Seeding	\$0.67	\$47,369.00
17B	33,650	SYD	Erosion Control Blankets	\$1.50	\$50,475.00
18A	2,825	LFT	Fence, Chain Link, 48 in.	\$28.50	\$80,512.50
18B	660	LFT	Fence, Privacy, White, Vinyl, 72 in.	\$46.50	\$30,690.00
18C	1	EA	Fence, Chain Link, 48 in., Dbl Leaf Gate	\$500.00	\$500.00
19A	509	LFT	Storm Sewer Pipe, Circular, 10", Duct Iron	\$50.00	\$25,450.00
19B	202	LFT	Storm Sewer Pipe, Circular, 12 IN., PVC	\$50.00	\$10,100.00
19C	1,572	LFT	Storm Sewer Pipe, Circular, 18 IN., PVC	\$80.00	\$125,760.00
19D	353	LFT	Storm Sewer Pipe, Circular, 12", RCP	\$40.00	\$14,120.00
19E	36	LFT	Storm Sewer Pipe, Circular, 15", RCP	\$45.00	\$1,620.00
19F	111	LFT	Storm Sewer Pipe, Circular, 18", RCP	\$50.00	\$5,550.00
20	470	LFT	Underdrain, 6 in.	\$20.00	\$9,400.00
21A	1	EA	Standard Inlet, 30 in.	\$3,000.00	\$3,000.00
21B	20	EA	Standard Manhole, 48 in.	\$3,500.00	\$70,000.00
21C	4	EA	Outlet Control Manhole, 48 in.	\$5,000.00	\$20,000.00
21D	10	EA	Drywell, 1200 Gallon	\$4,000.00	\$40,000.00
22A	1	EA	Pipe End Section, 10 in.	\$250.00	\$250.00
22B	4	EA	Pipe End Section, 12 in.	\$300.00	\$1,200.00

22C	2	EA	Pipe End Section, 15 in.	\$350.00	\$700.00
22D	3	EA	Pipe End Section, 18 in.	\$500.00	\$1,500.00
23	1	EA	Casting, Adjust to Grade	\$2,000.00	\$2,000.00
24	88	LFT	Water Main, 12"	\$60.00	\$5,280.00
25A	4	EA	Water Main Plug, 12 IN.	\$700.00	\$700.00
25B	2	EA	Water Main Elbow, 22.5 Degree, 12 IN.	\$1,200.00	\$2,400.00
26	4	EA	Butterfly Valve, 12"	\$4,000.00	\$4,000.00
27	4	EA	Fire Hydrant Assembly, Remove and Relocate	\$4,000.00	\$4,000.00
28	200	CYD	Topsoil - Haul In	\$30.00	\$6,000.00
29	270	CYD	Compacted Aggregate for Base, No. 2	\$50.00	\$13,500.00
30	800	SYD	Geotextile for Subgrade, Type 2B	\$2.50	\$2,000.00
31	1	EA	Outlet Control Structure, 4'x4'	\$9,800.00	\$9,800.00
32	170	LFT	Relocate Water Service, 2" w/ Tracer Wire	\$40.00	\$6,800.00
A1	1,572	LFT	Storm Sewer Pipe, Circular, 18 IN., RCP	\$32.00	\$50,304.00
A2	1,572	LFT	Deduct - Storm Sewer Pipe, Circular, 18 IN., RCP	-\$80.00	-\$125,760.00
ADD1	1	EA	Concrete Grade Beam	\$11,946.23	\$11,946.23
BID AMOUNT TOTAL:					\$1,366,090.23

RESOLUTION 73-2021

Approve Request to Reject Proposal received for the New Goshen Parks Maintenance Facility Construction Project

WHEREAS the City of Goshen Board of Works and Safety and Stormwater Board received one (1) bid for the New Goshen Parks Maintenance Facility Construction project on December 6, 2021.

WHEREAS based on the review of the bid and supporting documentation, staff is recommending that the proposal be rejected based upon the following:

1. Only one proposal was received
2. Proposal price exceeds the Engineer's Estimate by more than 20 %
3. There is insufficient funding to proceed with the project at the proposed price.

NOW, THEREFORE, BE IT RESOLVED that Goshen Redevelopment Commission reject the proposal from R Yoder Construction for the New Goshen Park Maintenance Facility Construction Project.

PASSED and ADOPTED on December 14, 2021

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: December 14, 2021

RE: Request to Reject Proposals received for the New Goshen Parks Maintenance Facility Construction Project (JN: 2021-0022)

The City of Goshen Board of Works and Safety and Stormwater Board received bids for the New Goshen Parks Maintenance Facility Construction project on December 6, 2021. One (1) bid was received:

	<u>Base Bid</u>	<u>+ Alternate A</u>	<u>+ Alternate B</u>
R Yoder Construction	\$2,751,600.00	\$2,771,600.00	\$2,769,288.00

Based upon a review of the bids and supporting documentation, staff is recommending that the proposal be rejected based upon the following:

1. Only one (1) proposal was received;
2. Proposal price exceeds the Engineer's Estimate by more than 20%; and
3. There is insufficient funding to proceed with the project at the proposed price.

This project is being developed and funded by both the Goshen Redevelopment Commission and Civil City.

Requested Motion: Request to Reject Proposal from R Yoder Construction for the New Goshen Parks Maintenance Facility Construction Project

GOSHEN PARKS MAINTENANCE BUILDING PROJECT - JN: 2020-0033
 MATERIAL BID TAB
 BID DUE DATE - DECEMBER 6, 2021

BASE BID - SITE WORK

R. Yoder Construction

Item No.	Est. Quantity	Unit	Description	Unit Price	Amount
1	1	LSUM	Construction Notice Board	\$1,156.00	\$1,156.00
2	1	LSUM	Mobilization & Demobilization	\$7,743.00	\$7,743.00
3	1	LSUM	Maintenance of Traffic	\$3,293.00	\$3,293.00
4	1	LSUM	Construction Engineering	\$13,867.00	\$13,867.00
5	1	LSUM	Clearing	\$867.00	\$867.00
6A	1	EA	Building, Remove	\$10,123.00	\$10,123.00
6B	3	EA	Structure, Remove	\$693.00	\$2,079.00
6C	250	LFT	Pipe, Remove	\$10.00	\$2,500.00
6D	25	LFT	Guard Rail, Remove	\$12.00	\$300.00
6E	50	SYD	Concrete, Remove	\$25.50	\$1,275.00
6F	1	EA	Light Pole, Remove	\$1,156.00	\$1,156.00
7A	1	LSUM	Earthwork	\$74,453.00	\$74,453.00
7B	500	CYD	Structure Backfill (Undistributed)	\$12.00	\$6,000.00
8A	390	LFT	Silt Fence	\$3.00	\$1,170.00
8B	9	EA	Inlet Protection	\$173.00	\$1,557.00
8C	1	LSUM	Temporary Erosion and Sediment Control	\$4,678.00	\$4,678.00
9	2,600	TON	Compacted Aggregate for Base, No. 53	\$16.00	\$41,600.00
10A	290	TON	HMA Surface, 9.5mm, Type B	\$14.00	\$4,060.00
10B	940	TON	HMA Base, 25.0 mm, Type B	\$77.00	\$72,380.00
10C	1	LSUM	HMA Pavement Patch - Jackson Street	\$6,009.00	\$6,009.00
10D	1	LSUM	HMA Pavement Patch - Alley	\$2,889.00	\$2,889.00
11	3,240	SYD	Asphalt for Tack Coat	\$0.50	\$1,620.00
12	7	SYD	Concrete Curb Ramp	\$124.00	\$868.00
13	80	SYD	Concrete Sidewalk, 4"	\$68.00	\$5,440.00
14	440	LFT	Concrete Curb	\$35.00	\$15,400.00
15	360	SYD	Concrete Pavement, Reinforced	\$74.00	\$26,640.00
16	540	SYD	PCCP for Approaches, 8 IN.	\$22.00	\$11,880.00
17A	70	SYD	Landscape Stone, Revetment	\$60.00	\$4,200.00
17B	70	SYD	Geotextile	\$4.00	\$280.00
18A	2,950	SYD	Mulched Seeding, Type U	\$2.50	\$7,375.00
18B	1,120	SYD	Erosion Control Blankets	\$1.25	\$1,400.00
19A	1,000	LFT	Fence, Chain Link, Privacy Slats, 8 FT.	\$76.00	\$76,000.00
19B	2	EA	Fence, Chain Link, Gates, Motorized, 8 FT.	\$22,297.00	\$44,594.00
20A	312	LFT	Storm Sewer Pipe, Circular, 8 IN., PVC	\$29.00	\$9,048.00
20B	355	LFT	Storm Sewer Pipe, Circular, 10 IN., D.I. Class 50	\$88.00	\$31,240.00
20C	81	LFT	Storm Sewer Pipe, Circular, 12 IN., PVC	\$42.00	\$3,402.00
20D	74	LFT	Storm Sewer Pipe, Circular, 12 IN., D.I. Class 50	\$87.00	\$6,438.00
20E	1	EA	Storm Sewer Pipe, Snout, 10 IN.	\$1,803.00	\$1,803.00
20F	1	EA	Storm Sewer Pipe, Snout, 12 IN.	\$1,803.00	\$1,803.00
20G	1	LSUM	Connect Roof Downspouts to Storm Sewer	\$6,606.00	\$6,606.00
20H	1	EA	Storm Sewer Pipe, Snout Bio-Skirt	\$751.00	\$751.00
21A	3	EA	Standard Inlet, 30 IN.	\$1,423.00	\$4,269.00
21B	1	EA	Standard Catch Basin, 30 IN.	\$1,712.00	\$1,712.00
21C	1	EA	Standard Manhole, 48 IN.	\$2,471.00	\$2,471.00
21D	1	EA	Standard Manhole, 60 IN.	\$4,584.00	\$4,584.00
21E	2	EA	Standard Manhole with Sump, 48 IN.	\$2,808.00	\$5,616.00
21F	1	EA	Standard Inlet with Orifice Opening, 30 IN.	\$2,742.00	\$2,742.00
21G	1	EA	1,000 Gallon Oil & Water Separator	\$4,627.00	\$4,627.00
22A	5	EA	Pipe End Section, 10 IN.	\$1,065.00	\$5,325.00
22B	1	EA	Pipe End Section, 12 IN.	\$1,065.00	\$1,065.00
23A	531	LFT	Sanitary Sewer Pipe, PVC, SDR 35, Circular, 6 IN.	\$40.00	\$21,240.00
23B	5	EA	Sanitary Sewer, Clean-Out, 2-Way	\$1,081.00	\$5,405.00
24	1	EA	Standard Sanitary Manhole, 48 IN.	\$3,238.00	\$3,238.00
25	1	EA	Water Service Connection	\$2,369.00	\$2,369.00
26	400	LFT	Water Service, HDPE, 2 IN. IPS, with Tracer Wire	\$12.00	\$4,800.00
27A	920	LFT	Line, Thermoplastic, Solid, White, 4 IN.	\$6.00	\$5,520.00
27B	2	EA	Pavement Message, ADA Symbol, White	\$116.00	\$232.00
27C	1	EA	Pavement Message, Railroad Symbol, White	\$200.00	\$200.00
28	2	EA	Sheet Sign and Post	\$347.00	\$694.00
29A	1,600	LFT	Exterior Utility Conduit, PVC Sch.80, 1 IN.	\$1.25	\$2,000.00
29B	400	LFT	Exterior Utility Conduit, PVC Sch.80, 4 IN.	\$10.00	\$4,000.00
30	1	EA	Diesel Tank with Automatic Shutoff and Structure	\$13,875.00	\$13,875.00
TOTAL AMOUNT OF SITE WORK BASE BID:					\$611,927.00

ALTERNATE A - SITE WORK

Item No.	Est. Quantity	Unit	Description	Unit Price	Amount
A1	1	LSUM	Rainwater Harvesting System	\$20,000.00	\$20,000.00
ALTERNATE A TOTAL:					\$20,000.00
TOTAL AMOUNT OF SITE WORK BASE BID + ALTERNATE A:					\$631,927.00

ALTERNATE B - SITE WORK

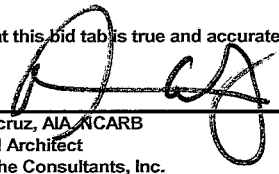
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount
B1	1,000	LFT	Fence, Chain Link, Black Vinyl Coated, Privacy Slats, 8 FT.	\$87.00	\$87,000.00
B2	1,000	LFT	Deduct - Fence, Chain Link, Privacy Slats, 8 FT.	-\$76.00	-\$76,000.00
B3	2	EA	Fence, Chain Link, Gates, Black Vinyl Coated, Motorized, 8 FT.	\$25,641.00	\$51,282.00
B4	2	EA	Deduct - Fence, Chain Link, Gates, Motorized, 8 FT.	-\$22,297.00	-\$44,594.00
ALTERNATE B TOTAL:					\$17,688.00
TOTAL AMOUNT OF SITE WORK BASE BID + ALTERNATE B:					\$629,615.00

BUILDING CONSTRUCTION

All Architectural, Structural, and MEP Work:					\$2,139,673.00
TOTAL AMOUNT OF BUILDING + SITE WORK BASE BID:					\$2,751,600.00
TOTAL AMOUNT OF BUILDING + SITE WORK BASE BID + ALTERNATE A:					\$2,771,600.00
TOTAL AMOUNT OF BUILDING + SITE WORK BASE BID + ALTERNATE B:					\$2,769,288.00

* R Yoder had mathematical errors on Lines 8B, 15 and 20B making their actual bid items \$11,000 higher than what was presented. In addition, their total Base Bid Amount was incorrectly calculated as shown on their submission, and was \$6,600 less than what the numbers actually reflected. The corrected Base Bid Total should be \$611,927.00 and not \$605,327.00.

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


 Arvin Delacruz, AIA, NCARB
 Registered Architect
 Abonmarche Consultants, Inc.

Subcontractors: To Be Determined Upon Contract Award

Addendum No. 1: Acknowledged

Addendum No. 2: Acknowledged

Allowance Form: Acknowledged

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 **November 10, 2021 through December 10, 2021** and finds that entries are allowed in the total amount of **\$82,429.69**

APPROVED on December 14, 2021

Vince Turner, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 11/10/21 through 12/10/21

406-560-00-413.0701		RDV NON-RVRT OP/Clothing Allowance
11/22/2021	Mark Brinson (06374)	\$100.00
Line Total for Period:		\$100.00
406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services
11/16/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)	\$4,399.00
11/16/2021	City of Goshen Utilities	\$3,200.00
12/9/2021	Amazon Capital Services	\$119.48
Line Total for Period:		\$7,718.48
406-560-00-435.0101		RDV NON-RVRT OP/Electric
11/16/2021	NIPSCO (00014)	\$58.78
Line Total for Period:		\$58.78
406-560-00-439.0301		RDV NON-RVRT OP/Subscriptions & Dues
11/16/2021	Prosperity Indiana	\$500.00
Line Total for Period:		\$500.00
406-560-00-439.0930		RDV NON-RVRT OP/Other Services & Charges
12/9/2021	The Office Barn, Inc. (00011)	\$1,085.00
12/7/2021	Elan Corporate Payment Systems	\$146.43
Line Total for Period:		\$1,231.43
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services
11/16/2021	Lochmueller Group(09835)	\$2,914.04
12/7/2021	American Structurepoint, Inc. (03093)	\$8,161.40
12/7/2021	Baker Tilly Municipal Advisors, LLC	\$5,600.00
12/7/2021	Boarman Kroos Vogel Group, Inc.	\$1,060.70
12/9/2021	Lochmueller Group(09835)	\$2,108.14
Line Total for Period:		\$19,844.28

474-560-00-431.0502		Lippert/Dierdorff Contractual Services	
11/16/2021	Lochmueller Group(09835)		\$286.23
12/7/2021	Baker Tilly Municipal Advisors, LLC		\$957.47
Line Total for Period:			\$1,243.70
480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
11/22/2021	A & Z Engineering, LLC		\$37,213.50
12/7/2021	Baker Tilly Municipal Advisors, LLC		\$5,600.00
12/7/2021	City of Goshen Utilities		\$30.82
Line Total for Period:			\$42,844.32
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
11/16/2021	Elko Title Corporation (04462)		\$107.50
12/7/2021	Appraisal Services, Inc.		\$1,500.00
12/7/2021	Commercial Appraisal Services, Inc. (09958)		\$1,500.00
Line Total for Period:			\$3,107.50
480-560-00-442.0000		RR/US33 TIF/Capital Projects	
11/16/2021	Elkhart County Landfill (00587)		\$31.20
11/22/2021	A & Z Engineering, LLC		\$4,500.00
11/23/2021	Roberts Environmental Services, LLC(05805)		\$1,250.00
Line Total for Period:			\$5,781.20
Total Expenditures for Period:			\$82,429.69



December 2021 Redevelopment Staff Report

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

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

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete, but that timeline was established before COVID. Contact was made with INDOT on 8/04/21, and they will assist by having an invoice sent to initiate the work. .

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from the creek to just past Troyer Carpets and Steury Avenue from Lincoln to the “S” curves. The water main project, which was a Water Utility project, east of Steury Avenue, was completed in December 2020, with successful improvement of fire flow capability in East Goshen. The plan is to bid the remaining work for East Lincoln and Steury Avenue this to allow for construction to begin in 2022. We are currently

coordinating with NIPSCO electric to complete their electric pole relocation work and they have committed to having it completed before the end of the year.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

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

PROJECT UPDATE

The agreement negotiation with the Barak Group, LLC, ended without an agreement. Agreements are in place with the adjoining property owners to allow the drainage improvements to proceed. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. Bids were received on December 6. HRP appears to be the lowest responsive and responsible bidder, and an award recommendation will be presented to the Board of Works and Safety and Goshen Redevelopment on December 13 and 14.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

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

PROJECT UPDATE

A Request for Proposals (RFP) was issued in April, 2021, with the initial round of proposals due May 11. No offers were received exceeding the fair market price of \$175,000. A second round of proposals is due June 11. The Commission has now met the legal requirements to negotiate a purchase agreement with a prospective buyer, without having to issue a new RFP.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year-round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment

and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

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

PROJECT: RIVER ART

PROJECT DESCRIPTION

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

PROJECT UPDATE

The developer will be updating the Commission at the January Commission meeting regarding development plans. More information will be presented next month.

PROJECT: DOWNTOWN VAULT ASSESSMENT

PROJECT DESCRIPTION

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

PROJECT UPDATE

The vault assessments are complete, and assessments have been forwarded to each property owner for consideration. There were two vaults deemed immediate concerns and there are other vaults that were identified as needing repairs or closure. At the May Redevelopment meeting, Goshen Redevelopment agreed to provide partial financial support for vault closures. Goshen Engineering has sent out notices to all property owners with vaults, and applications to participate are being received. A second program notification letter was sent at the end of November. The last date to submit an application is December 17, 2021. Vault closure work will begin in 2022.

PROJECT: EISENHOWER DRIVE RECONSTRUCTION

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

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

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

PROJECT UPDATE

The developer has updated his plans for this area and will be providing an update to the Commission in January.

PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING

PROJECT DESCRIPTION

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

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

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

PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: MADISON STREET BRIDGE REPLACEMENT

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

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

PROJECT UPDATE

Prior to the complete design of the new fire station, a study is being completed to develop a program of requirements and a final schematic design with cost estimates. These plans will serve to guide the development of architectural plans and construction documents. BKV Group was selected to conduct the study and City staff has held several meetings to develop the project goals and needs. It is anticipated that the final report will be provided to the Commission in January.

PROJECT: WEST JEFFERSON STREETSCAPE

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

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

PROJECT UPDATE

The City and County worked with JPR to complete a Traffic Impact Study (TIS) for the area based upon the new court complex and the changes in traffic patterns that can be expected. The report is now complete and has been approved by INDOT. Elkhart County has confirmed their funding commitment for the overall project and A&Z Engineering has been hired to complete the design. It's anticipated that the project will be ready to bid next year.

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT

PROJECT DESCRIPTION

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

PROJECT UPDATE

Abonmarche has submitted 60% design plans to the City for review. The project's 60-percent design plans were submitted and Technical Review Comments were provided back. Abonmarche continues to work on the design for a spring 2022 bid.