



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

Regular Meeting Agenda

**2:00 p.m. June 8, 2020**

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

*To access online streaming of the meeting, go to <https://us02web.zoom.us/j/82552879500>*

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – April 27

Changes to Agenda

### HIRES / PROMOTIONS / RESIGNATIONS

- (1) Promotion of Jonathan D. McKalips from Patrol Officer to Lieutenant  
(Miller)
- (2) Promotion of Manual Aldana Garcia from Probationary Patrol Officer to Patrol Officer  
(Miller)

### OPEN BIDS / PROPOSALS

- (1) Demolition of 217 West Wilden Avenue



## UNFINISHED BUSINESS

- (1) Award Bid: East Goshen Water Main Replacement Project, JN: 2019-0037  
(Gast)

## NEW BUSINESS

- (1) Road Closure Request: Wilden Ave. Bridge, July 13  
(Gast)
- (2) Street Closure Request: S. 7<sup>th</sup> St., Sept. 5  
(Gautsche)
- (3) Unpaid Final Water/Sewer Accounts  
(Saenz)
- (4) Ambulance Service Contractual Write-offs, 2016  
(Sink)
- (5) Ambulance Service Contractual Write-offs, 2017  
(Sink)
- (6) Resolution 2020-20: Approve and Authorize Execution of Quit Claim Deed for  
Real Estate Located at 716 North Fifth Street  
(Marks)

## APPROVAL OF CLAIMS

*Adjournment*

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

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on April 27, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

OTHERS: No official attendance was taken due to global pandemic.

No minutes were presented.

### ANNOUNCEMENT

Clerk Treasurer Adam Scharf read the following statement:

“We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board members Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb’s Executive Orders 20-04, 20-09 as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting.”

### MEMORIAL DAY PARADE

Fire Chief Dan Sink requested Board approval for street closures for the annual Memorial Day parade. The parade will take place Monday, May 25, 2020. Chief Sink read the information included in the packet.

Chief Sink offered a little background for board members, stating that after conversations with Jeff Schrock of the DAV and the VFW, it would be better to plan on the parade as normal and cancel if necessary rather than trying to quickly plan in a matter of days. Mayor Stutsman indicated that it may or may not happen, but wanted to get this part out of the way. He also stated that about a week out he and the chiefs and Mr. Schrock would meet to discuss whether or not to go ahead with the parade or not.

Board Member Landis moved to approve the request to move ahead with the Memorial Day parade using one of the two proposed routes (depending on Main St construction), and also to give permission to close Jefferson St. from Main St. east to 6<sup>th</sup> St. and S. 5<sup>th</sup> St. between Washington St. and Madison St. for the parade staging by 8:00 a.m. Second by Board Member Nichols and motion passed unanimously.

REQUEST TO PLACE DUMPSTER - 227 S. MAIN ST.

Mayor Stutsman stated that he spoke with Jason Oswald from Elephant Bar and due to numerous businesses being closed and also the upcoming paving project on Main St that he authorized the placement of a dumpster in front of 227 S. Main St.

Board Member Landis moved retroactively to approve the request for Jason Oswald to place a dumpster in front of 227 Main St which will be removed by May 3. Second by Board Member Nichols and motion passed unanimously.

ADVERTISE FOR BIDS - EAST GOSHEN WATER MAIN REPLACEMENT (PN: 2019-0037)

Director of Public Works Dustin Sailor requested Board approval for the advertising for bids for the East Goshen water main replacement project. Memo included in packet.

Board Member Landis made a motion to approve the Engineering Department to advertise for bids which will be due Monday, May 25. Second by Board Member Nichols and motion passed unanimously.

ROAD CLOSURE REQUEST- MAIN ST AND RESTRICTIONS FROM MADISON TO PIKE  
(JN: 2016-0038)

Director of Public Works Dustin Sailor requested Board approval for the road closure of Main Street from Madison to Pike Street for repaving from May 4<sup>th</sup> to May 16<sup>th</sup>. Following the full closure, Main Street will be restricted from May 18 thru June 1 to allow for striping. Memo included in packet.

Board Member Landis moved to approve the closure of Main Street between Madison and Pike from May 4 thru May 16, 2020, and allow lane restrictions from May 18 thru June 1. Second by Board Member Nichols and motion passed unanimously.

PUBLIC NOTICE - INFORMATION ONLY (JN: 2016-0038)

Director of Public Works Dustin Sailor announced that during the Main Street closure from May 4 thru May 16, 2020, the angled parking on Jefferson Street, Washington Street and Clinton Street will be temporarily changed to perpendicular parking. Memo included in packet.

ROAD CLOSURE REQUEST - WASHINGTON STREET AND COTTAGE AVENUE  
(JN: STREETS - WASHINGTON STREET)

Director of Public Works Dustin Sailor requested Board approval for the road closure of the intersection of Washington St. and Cottage Ave. to repair a sinkhole near a structure. Memo included in packet.

Board Member Landis moved to approve the closure of the intersection of Washington St. and Cottage Ave. from April 27 through Wed., May 6, 2020 for sewer utility repairs. Second by Board Member Nichols and motion passed unanimously.

AGREEMENT- GOSHEN FIBER ABANDONMENT - (JN: 2007-2014)

Director of Public Works Dustin Sailor requested Board approval for the removal of unused fiber along River Race Drive. Mr. Sailor stated that Teledata installed the original fiber and has institutional knowledge that makes them best-suited to complete the project. Memo included in packet.

Board Member Landis moved to approve the agreement with Teledata to remove unused downtown multimode fiber for a fee of \$8,220. Second by Board Member Nichols and motion passed unanimously.

REQUEST FOR ACCEPTANCE OF PLAT

City Planner Rhonda Yoder requested Board approval for acceptance of plat of H & S Braun Minor Subdivision. Ms. Yoder read a memo that is in the packet.

Board Member Landis moved to approve the request to accept and sign the plat of H & S Braun Minor Subdivision with dedication of right of way at College Ave. and 12<sup>th</sup> St. Second by Board Member Nichols and motion passed unanimously.

TRANSFER OF PUBLIC RIGHT OF WAY

City Attorney Bodie Stegelmann provided information regarding the Transfer of Public Right of Way to the State of Indiana related to intersection improvements at S. Main St. and Kercher Rd. Information included in the packet. The construction work has been completed and the City is now obligated to transfer right-of-way at all four corners of the intersection to the State.

Board Member Landis made a motion to authorize Mayor Stutsman to execute the deeds necessary to transfer the right of way at the intersection of S. Main St. and Kercher Rd. to the State of Indiana. Second by Board Member Nichols and motion passed unanimously.

There being no further business Mayor Stutsman moved to process claims and then to adjourn.  
Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS & SAFETY AND STORMWATER BOARD

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

Board Member Michael Landis \_\_\_\_\_

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

(Attest) Clerk-Treasurer Adam Scharf \_\_\_\_\_



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mike Landis  
Member Mary Nichols

DATE: June 8<sup>th</sup>, 2020

FROM: Jose' Miller, Chief of Police

Reference: Promotion of Jonathan D. McKalips from Patrol Officer to Lieutenant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Jonathan D. McKalips from the rank of Sergeant to the rank of Lieutenant. Sgt. McKalips is not only a Sergeant on midnight shift but is also a Field Training Officer and a Department Instructor. Sgt. McKalips was a reserve patrol officer for Goshen Police Department prior to being hired full time in 2015. Sgt. McKalips has already shown his leadership qualities at our department and will continue to be an asset within our supervision. I am requesting his promotion be retroactive to Friday June 5<sup>th</sup>, 2020.

\*\*\*Sgt. McKalips will be present for the swear in.\*\*\*

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mike Landis  
Member Mary Nichols

Date: June 8, 2020

From: Jose' Miller, Chief of Police

Reference: Promotion of Manuel Aldana Garcia from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Manuel Aldana Garcia from the position of Probationary Patrol Officer, to the rank of Patrol Officer, effective Wednesday June 10<sup>th</sup>, 2020. As of June 10<sup>th</sup>, Officer Aldana will have completed his twelve (12) month probationary period. Officer Aldana has been a dedicated officer to the City of Goshen and will continue to be so in the future.

**\*\*Manuel will be present for the promotion.\*\***

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

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**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **EAST GOSHEN WATER MAIN REPLACEMENT PROJECT  
JN: 2019-0037**

DATE: June 3, 2020

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On June 1, 2020, we received bids for the above referenced project. Following are the results:

	<u>Base Bid</u>	<u>Alt. A</u>	<u>Alt. B</u>
Selge Construction -	\$ 766,029.75	\$253,041.00	\$272,198.50
HRP Construction -	\$1,089,000.00	\$168,992.50	\$192,286.50
TGB Unlimited -	\$1,296,000.00	\$315,000.00	\$350,000.00
C&E Excavating -	\$1,951,000.00	\$364,182.28	\$388,002.14

A copy of the bid tab is attached for your information.

The Engineering Department is requesting the Board of Public Works and Safety award the contract to Selge Construction as the lowest responsive and responsible bidder for the Base Bid plus Alternate B for a total of \$1,038,228.25.

Attached are 3 copies of the Contract and two copies of the Bid Form 96. Please approve by signing all copies and return to the **Engineering Department** for processing.

**Requested Motion: Approve Contract with Selge Construction for construction of the E. Goshen Water Main Replacement project in the amount of \$1,038,228.25.**


EAST GOSHEN WATER MAIN REPLACEMENT - JN: 2019-0037  
MATERIAL BID TAB  
BID DUE DATE - June 1, 2020

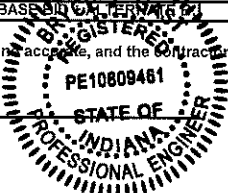
BASE BID				Selge Construction		HRP Construction		TGB Unlimited, Inc.		C&E Excavating	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$50,300.00	\$50,300.00	\$53,827.75	\$53,827.75	\$60,000.00	\$60,000.00	\$95,000.00	\$95,000.00
2	1	LSUM	Construction Engineering	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$195,000.00	\$195,000.00	\$40,000.00	\$40,000.00
3	1	LSUM	Maintenance of Traffic	\$19,836.00	\$19,836.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$115,000.00	\$115,000.00
4	3	EA	Construction Notice Board	\$450.00	\$1,350.00	\$1,000.00	\$3,000.00	\$1,100.00	\$3,300.00	\$1,450.00	\$4,350.00
5	1	LSUM	Clearing of Right-of-way	\$17,500.00	\$17,500.00	\$95,000.00	\$95,000.00	\$35,000.00	\$35,000.00	\$165,000.00	\$165,000.00
6	1	LSUM	Erosion & Sediment Control	\$4,800.00	\$4,800.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
7	1	LSUM	Dewatering	\$40,000.00	\$40,000.00	\$1.00	\$1.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00
8	1	LSUM	Common Excavating	\$57,000.00	\$57,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$240,000.00	\$240,000.00
9	100	CYD	Undercutting	\$20.00	\$2,000.00	\$52.00	\$5,200.00	\$60.00	\$6,000.00	\$74.00	\$7,400.00
10	100	CYD	B-Borrow	\$13.95	\$1,395.00	\$60.00	\$6,000.00	\$70.00	\$7,000.00	\$54.00	\$5,400.00
11	6,375	SYD	Pavement Milling, 1.5"	\$0.95	\$6,056.25	\$2.75	\$17,531.25	\$2.00	\$12,750.00	\$5.00	\$31,875.00
12	7	EA	Power Poles, Holding	\$250.00	\$1,750.00	\$1,500.00	\$10,500.00	\$500.00	\$3,500.00	\$2,450.00	\$17,150.00
13	2	EA	Protective Bollards	\$265.00	\$530.00	\$3,150.00	\$6,300.00	\$500.00	\$1,000.00	\$1,850.00	\$3,700.00
14	100	LFT	Sanitary Sewer, PVC, SDR 35, 6"	\$52.00	\$5,200.00	\$31.00	\$3,100.00	\$10.00	\$1,000.00	\$64.00	\$6,400.00
15	1	EA	Sanitary Sewer Cleanout Assembly, 6"	\$485.00	\$485.00	\$500.00	\$500.00	\$350.00	\$350.00	\$3,200.00	\$3,200.00
16	630	LFT	Water Main, HDPE, DR 9, 16"	\$118.50	\$74,655.00	\$170.00	\$107,100.00	\$200.00	\$126,000.00	\$250.00	\$157,500.00
17	2	EA	Water Main, HDPE Fused Fitting	\$885.00	\$1,770.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$1,292.00	\$2,584.00
18	1.0	EA	Water Main, Fitting, DI, Tee, 12"x12"	\$980.00	\$980.00	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00	\$1,978.00	\$1,978.00
19	5	EA	Water Main, Fitting, DI, Tee, 12"x8"	\$820.00	\$4,100.00	\$1,800.00	\$9,000.00	\$1,000.00	\$5,000.00	\$1,660.00	\$8,300.00
20	5	EA	Water Main, Fitting, DI, Tee, 12"x6"	\$800.00	\$4,000.00	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00	\$1,622.00	\$8,110.00
21	2	EA	Water Main, Fitting, DI, Reducer, 16"x12"	\$915.00	\$1,830.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,363.00	\$4,726.00
22	1	EA	Water Main, Fitting, DI, Reducer, 12"x10"	\$560.00	\$560.00	\$1,800.00	\$1,800.00	\$600.00	\$600.00	\$1,438.00	\$1,438.00
23	1	EA	Water Main, Fitting, DI, Reducer, 12"x8"	\$550.00	\$550.00	\$1,700.00	\$1,700.00	\$500.00	\$500.00	\$1,129.00	\$1,129.00
24	1	EA	Water Main, Fitting, DI, Reducer, 12"x6"	\$530.00	\$530.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00
25	3	EA	Water Main, Fitting, DI, Reducer, 8"x6"	\$300.00	\$900.00	\$800.00	\$2,400.00	\$300.00	\$900.00	\$962.00	\$2,886.00
26	2	EA	Water Main, Fitting, DI, Reducer, 8"x4"	\$285.00	\$570.00	\$600.00	\$1,200.00	\$300.00	\$600.00	\$947.00	\$1,894.00
27	1	EA	Water Main, Fitting, DI, Sleeve, 10"	\$480.00	\$480.00	\$800.00	\$800.00	\$500.00	\$500.00	\$1,099.00	\$1,099.00
28	2	EA	Water Main, Fitting, DI, Sleeve, 8"	\$320.00	\$640.00	\$700.00	\$1,400.00	\$400.00	\$800.00	\$693.00	\$1,386.00
29	3	EA	Water Main, Fitting, DI, Sleeve, 6"	\$255.00	\$765.00	\$650.00	\$1,950.00	\$400.00	\$1,200.00	\$558.00	\$1,674.00
30	2	EA	Water Main, Fitting, DI, Sleeve, 4"	\$185.00	\$370.00	\$600.00	\$1,200.00	\$300.00	\$600.00	\$509.00	\$1,018.00
31	5	EA	Water Main, Fitting, 45° Elbow, 8"	\$335.00	\$1,675.00	\$650.00	\$3,250.00	\$400.00	\$2,000.00	\$735.00	\$3,675.00
32	1	EA	Water Main, Fitting, 45° Elbow, 6"	\$250.00	\$250.00	\$600.00	\$600.00	\$300.00	\$300.00	\$665.00	\$665.00
33	7	EA	Water Main, Fitting, 22.5° Elbow, 12"	\$655.00	\$4,585.00	\$1,500.00	\$10,500.00	\$750.00	\$5,250.00	\$1,061.00	\$7,427.00
34	5	EA	Water Main, Fitting, 22.5° Elbow, 8"	\$330.00	\$1,650.00	\$700.00	\$3,500.00	\$400.00	\$2,000.00	\$731.00	\$3,655.00
35	4	EA	Water Main, Fitting 11.25° Elbow, 12"	\$640.00	\$2,560.00	\$1,500.00	\$6,000.00	\$750.00	\$3,000.00	\$1,045.00	\$4,180.00
36	1	EA	Water Main, Fitting, 11.25° Elbow, 8"	\$320.00	\$320.00	\$700.00	\$700.00	\$500.00	\$500.00	\$720.00	\$720.00
37	2	EA	Water Main, Fitting, Plug, 8"	\$250.00	\$500.00	\$450.00	\$900.00	\$300.00	\$600.00	\$532.00	\$1,064.00
38	5	EA	Water Main, Fitting, Plug, 6"	\$190.00	\$950.00	\$400.00	\$2,000.00	\$251.00	\$1,255.00	\$601.00	\$3,005.00
39	1	EA	Water Main, Fitting, Plug, 4"	\$130.00	\$130.00	\$250.00	\$250.00	\$200.00	\$200.00	\$295.00	\$295.00
40	9	EA	Water Main, Butterfly Valve & Box, 12"	\$2,190.00	\$19,710.00	\$3,500.00	\$31,500.00	\$3,500.00	\$31,500.00	\$2,985.00	\$26,865.00
41	6	EA	Water Main, Wedge Valve & Box, 8"	\$1,250.00	\$7,500.00	\$2,500.00	\$15,000.00	\$2,500.00	\$15,000.00	\$1,639.00	\$9,834.00
42	1,050	LFT	Abandon and Fill Water Main	\$6.85	\$7,192.50	\$10.00	\$10,500.00	\$5.00	\$5,250.00	\$14.00	\$14,700.00
43	5	EA	Fire Hydrant, Removal	\$615.00	\$3,075.00	\$750.00	\$3,750.00	\$3,000.00	\$15,000.00	\$928.00	\$4,640.00
44	6	EA	Fire Hydrant, Assembly	\$5,500.00	\$33,000.00	\$5,000.00	\$30,000.00	\$6,500.00	\$39,000.00	\$6,047.00	\$36,282.00
45	52	EA	Corporation Stop, 1"	\$412.00	\$21,424.00	\$400.00	\$20,800.00	\$250.00	\$13,000.00	\$800.00	\$41,600.00
46	52	EA	Curb Stop, Box & Stationary Rod, 1"	\$400.00	\$20,800.00	\$485.00	\$25,220.00	\$300.00	\$15,600.00	\$1,100.00	\$57,200.00
47	475	LFT	Water Service, HDPE, DR 9, CTS, Trench, 1"	\$15.96	\$7,576.25	\$38.00	\$18,050.00	\$50.00	\$23,750.00	\$155.00	\$73,625.00
48	900	LFT	Water Service, HDPE, DR 9, CTS, Bore, 1"	\$16.30	\$14,670.00	\$20.00	\$18,000.00	\$50.00	\$45,000.00	\$165.00	\$148,500.00
49	1	EA	Flow Meter, Manhole w/ Casting, 48"	\$3,850.00	\$3,850.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$4,400.00	\$4,400.00
50	1	EA	Flow Meter, Ultrasonic	\$9,305.00	\$9,305.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00
51	1,550	TON	Compacted Aggregate, No. 53	\$25.25	\$39,137.50	\$39.00	\$60,450.00	\$30.00	\$46,500.00	\$30.00	\$46,500.00
52	350	TON	Compacted Aggregate, Drive/Parking, No. 73	\$38.65	\$13,527.50	\$45.00	\$15,750.00	\$30.00	\$10,500.00	\$70.00	\$24,500.00
53	900	TON	HMA Surface	\$78.40	\$68,760.00	\$96.40	\$86,760.00	\$102.00	\$91,800.00	\$82.00	\$73,800.00
54	865	TON	HMA Binder	\$64.00	\$42,560.00	\$64.00	\$42,560.00	\$97.00	\$64,505.00	\$68.00	\$45,220.00
55	1,450	TON	HMA Base	\$58.00	\$84,100.00	\$58.00	\$84,100.00	\$74.00	\$107,300.00	\$81.00	\$117,450.00
56	1	LSUM	Asphalt Tack Coat	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$6,227.85	\$6,227.85
57	130	SYD	Concrete Sidewalk, 4"	\$68.00	\$8,840.00	\$70.00	\$9,100.00	\$120.00	\$15,600.00	\$110.00	\$14,300.00
58	30	SYD	Concrete Sidewalk, ADA Ramp	\$150.00	\$4,500.00	\$200.00	\$6,000.00	\$304.00	\$9,120.00	\$264.00	\$7,920.00
59	70	LFT	Concrete Curb, Barrier, 6"	\$74.00	\$5,180.00	\$40.00	\$2,800.00	\$60.00	\$4,200.00	\$79.00	\$5,530.00
60	40	LFT	12" CMP	\$36.15	\$1,446.00	\$60.00	\$2,400.00	\$103.00	\$4,120.00	\$89.00	\$3,560.00
61	20	SYD	Rip Rap w/ Fabric	\$70.00	\$1,400.00	\$85.00	\$1,700.00	\$60.00	\$1,200.00	\$130.00	\$2,600.00
62	1	LSUM	Landscape Restoration	\$12,000.00	\$12,000.00	\$74,000.00	\$74,000.00	\$20,000.00	\$20,000.00	\$95,000.00	\$95,000.00
63	7,500	LFT	Line, Thermoplastic, Solid, White, 4"	\$0.89	\$6,675.00	\$0.50	\$3,750.00	\$0.50	\$3,750.00	\$0.53	\$3,975.00
64	2,500	LFT	Line, Thermoplastic, Solid, Yellow, 4"	\$0.99	\$2,475.00	\$0.50	\$1,250.00	\$0.50	\$1,250.00	\$0.53	\$1,325.00
65	155	LFT	Line, Thermoplastic, Solid, White, 24", Crswlk	\$6.25	\$968.75	\$10.00	\$1,550.00	\$10.00	\$1,550.00	\$10.61	\$1,644.55
66	60	LFT	Line, Thermoplastic, Solid, White, 8", Crswlk	\$1.25	\$75.00	\$5.00	\$300.00	\$5.00	\$300.00	\$5.31	\$318.60
BID AMOUNT TOTAL:					\$766,029.75		\$1,089,000.00		\$1,296,000.00		\$1,951,000.00

ALTERNATE A				Selge Construction		HRP Construction		TGB Unlimited, Inc.		C&E Excavating	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	3750	LFT	Water Main, DI, CI 50, 12"	\$63.90	\$239,625.00	\$42.75	\$160,312.50	\$81.00	\$303,750.00	\$91.90	\$344,625.00
A2	4	LFT	Water Main, DI, CI 50, 10"	\$166.50	\$666.00	\$40.00	\$160.00	\$275.00	\$1,100.00	\$288.67	\$1,154.68
A3	200	LFT	Water Main, DI, CI 50, 8"	\$48.00	\$9,600.00	\$33.50	\$6,700.00	\$42.00	\$8,400.00	\$69.27	\$13,854.00
A4	70	LFT	Water Main, DI, CI 50, 6"	\$45.00	\$3,150.00	\$26.00	\$1,820.00	\$25.00	\$1,750.00	\$64.98	\$4,548.60
ALTERNATE A TOTAL:					\$253,041.00		\$168,992.50		\$315,000.00		\$364,182.28
TOTAL AMOUNT OF BASE BID + ALTERNATE A:					\$1,019,070.75		\$1,257,992.50		\$1,611,000.00		\$2,315,182.28

ALTERNATE B				Selge Construction		HRP Construction		TGB Unlimited, Inc.		C&E Excavating	
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B1	3750	LFT	Water Main, DI, CI 52, 12"	\$68.75	\$257,812.50	\$48.75	\$182,812.50	\$90.00	\$337,500.00	\$97.96	\$367,350.00
B2	4	LFT	Water Main, DI, CI 52, 10"	\$190.00	\$760.00	\$46.00	\$184.00	\$300.00	\$1,200.00	\$311.41	\$1,245.64
B3	200	LFT	Water Main, DI, CI 52, 8"	\$51.75	\$10,350.00	\$37.00	\$7,400.00	\$46.00	\$9,200.00	\$73.48	\$14,696.00
B4	70	LFT	Water Main, DI, CI 52, 6"	\$46.80	\$3,276.00	\$27.00	\$1,890.00	\$30.00	\$2,100.00	\$67.35	\$4,714.50
ALTERNATE A TOTAL:					\$272,198.50		\$192,286.50		\$350,000.00		\$388,002.14
TOTAL AMOUNT OF BASE BID + ALTERNATE B:					\$1,038,228.25		\$1,281,286.50		\$1,646,000.00		\$2,339,002.14

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

  
Bryce Gast, P.E.  
Administrative City Engineer  
City of Goshen, Indiana



**CONTRACT**  
**EAST GOSHEN WATER MAIN REPLACEMENT**  
**JN 2019-0037**

THIS CONTRACT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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:

**SCOPE OF SERVICES**

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 "East Goshen Water Main Replacement, JN 2019-0037" project in accordance with and as described in further detail in this contract and the Specification Documents the terms of which are incorporated by reference. The scope of work shall include constructing a new, larger diameter water main and the partial reconstruction and total resurfacing of Lincoln Avenue between Steury and Blackport.

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 the Contractor's bid or in the Specification Documents, the provision in this contract shall control

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

1. Contractor's Itemized Bid;
2. Non-Collusion Affidavit;
3. Form No. 96, including additional pages containing requested information;
4. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
5. Notice to proceed

Contractor shall perform all work in this project between the hours of 7:00 am and 8:00 pm. City shall be notified and shall approve 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 work is an important element of this contract. Contractor shall perform all work 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 begin as soon as practical after receiving a notice to proceed from the City and shall be completed within one hundred fifty (150) calendar days from the award of the contract by the Board of Public Works and Safety.

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

The City agrees to compensate Contractor for the work performed in this contract in accordance with the unit prices for labor and materials as set forth in Contractor's itemized bid as shown in the table below and based on the quantities actually used for the project for an amount not to exceed One Million Thirty Eight Thousand Two Hundred Twenty Eight Dollars & Twenty Five Cents (\$1,038,228.25).

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.

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.

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, 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 will 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.

Contractor is required to have a current W9 Form on file with the City before the City will issue any payment.

**LIQUIDATED DAMAGES**

It is agreed by the parties that time is of essence. In the event completion of this project is not made within the time set forth in this contract, 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, One Thousand Dollars (\$1,000.00) 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.

**INDEPENDENT CONTRACTOR STATUS**

The 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 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 will be a material breach of the contract.

**INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys 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 Workers Compensation & Employer's Liability General, Liability and Automobile Liability.

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  
\$1,000,000 Each Occurrence and \$2,000 000 Aggregate

- (3) Professional Liability..... Combined Bodily Injury and Property Damage  
\$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.

**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 this contract and 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 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 affect or operate to release or discharge the surety.

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.

**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 bond 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 be discovered 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 disasters or decrees of governmental bodies not the fault of the affected party.

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

## **DEFAULT**

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract and the Specification Documents 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.

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

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

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the contract.
- (7) The contract or any right, monies or claims are assigned by 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 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.

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 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.

### **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.

The Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

### **AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties and approved by Board of Public Works and Safety. 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 Contractor:

Selge Construction Co., Inc.  
Attention: James Boyles  
2833 S. 11<sup>th</sup> Street  
Niles, MI 49120

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 legally 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 Contract which varies from these General Terms and Conditions shall have precedence.

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

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

**NO INVESTMENT IN IRAN**

Pursuant to IC 5-22-16.5, 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 as set forth below.

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

**Selge Construction Co., Inc.**

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

\_\_\_\_\_  
James Boyles, Vice President

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

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

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

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

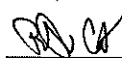
**EAST GOSHEN WATER MAIN REPLACEMENT - JN: 2019-0037**  
**MATERIAL BID TAB**  
**BID DUE DATE - June 1, 2020**

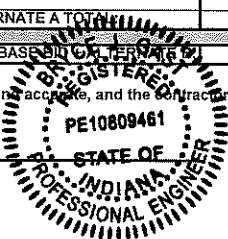
BASE BID			Selge Construction		HRP Construction		TGB Unlimited, Inc.		C&E Excavating		
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$50,300.00	\$50,300.00	\$53,827.75	\$53,827.75	\$80,000.00	\$80,000.00	\$95,000.00	\$95,000.00
2	1	LSUM	Construction Engineering	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$195,000.00	\$195,000.00	\$40,000.00	\$40,000.00
3	1	LSUM	Maintenance of Traffic	\$19,636.00	\$19,636.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$115,000.00	\$115,000.00
4	3	EA	Construction Notice Board	\$450.00	\$1,350.00	\$1,000.00	\$3,000.00	\$1,100.00	\$3,300.00	\$1,450.00	\$4,350.00
5	1	LSUM	Clearing of Right-of-way	\$17,500.00	\$17,500.00	\$95,000.00	\$95,000.00	\$35,000.00	\$35,000.00	\$165,000.00	\$165,000.00
6	1	LSUM	Erosion & Sediment Control	\$4,600.00	\$4,600.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
7	1	LSUM	Dewatering	\$40,000.00	\$40,000.00	\$1.00	\$1.00	\$60,000.00	\$60,000.00	\$100,000.00	\$100,000.00
8	1	LSUM	Common Excavating	\$57,000.00	\$57,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$240,000.00	\$240,000.00
9	100	CYD	Undercutting	\$20.00	\$2,000.00	\$52.00	\$5,200.00	\$60.00	\$6,000.00	\$74.00	\$7,400.00
10	100	CYD	B-Borrow	\$13.95	\$1,395.00	\$60.00	\$6,000.00	\$70.00	\$7,000.00	\$54.00	\$5,400.00
11	6,376	SYD	Pavement Milling, 1.5"	\$0.95	\$6,056.25	\$2.75	\$17,531.25	\$2.00	\$12,750.00	\$5.00	\$31,875.00
12	7	EA	Power Poles, Holding	\$250.00	\$1,750.00	\$1,500.00	\$10,500.00	\$500.00	\$3,500.00	\$2,450.00	\$17,150.00
13	2	EA	Protective Bollards	\$265.00	\$530.00	\$3,150.00	\$6,300.00	\$500.00	\$1,000.00	\$1,850.00	\$3,700.00
14	100	LFT	Sanitary Sewer, PVC, SDR 35, 6"	\$52.00	\$5,200.00	\$31.00	\$3,100.00	\$10.00	\$1,000.00	\$64.00	\$6,400.00
15	1	EA	Sanitary Sewer Cleanout Assembly, 6"	\$465.00	\$465.00	\$500.00	\$500.00	\$350.00	\$350.00	\$3,200.00	\$3,200.00
16	630	LFT	Water Main, HDPE, DR 9, 16"	\$118.50	\$74,655.00	\$170.00	\$107,100.00	\$200.00	\$126,000.00	\$250.00	\$157,500.00
17	2	EA	Water Main, HPDE Fused Fitting	\$665.00	\$1,330.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$1,292.00	\$2,584.00
18	1.0	EA	Water Main, Fitting, DI, Tee, 12"x12"	\$980.00	\$980.00	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00	\$1,978.00	\$1,978.00
19	5	EA	Water Main, Fitting, DI, Tee, 12"x8"	\$820.00	\$4,100.00	\$1,800.00	\$9,000.00	\$1,000.00	\$5,000.00	\$1,660.00	\$8,300.00
20	5	EA	Water Main, Fitting, DI, Tee, 12"x6"	\$800.00	\$4,000.00	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00	\$1,622.00	\$8,110.00
21	2	EA	Water Main, Fitting, DI, Reducer, 16"x12"	\$915.00	\$1,830.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,363.00	\$4,726.00
22	1	EA	Water Main, Fitting, DI, Reducer, 12"x10"	\$560.00	\$560.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$1,438.00	\$1,438.00
23	1	EA	Water Main, Fitting, DI, Reducer, 12"x8"	\$550.00	\$550.00	\$1,700.00	\$1,700.00	\$500.00	\$500.00	\$1,129.00	\$1,129.00
24	1	EA	Water Main, Fitting, DI, Reducer, 12"x6"	\$530.00	\$530.00	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$1,100.00	\$1,100.00
25	3	EA	Water Main, Fitting, DI, Reducer, 8"x6"	\$300.00	\$900.00	\$800.00	\$2,400.00	\$300.00	\$900.00	\$962.00	\$2,886.00
26	2	EA	Water Main, Fitting, DI, Reducer, 8"x4"	\$285.00	\$570.00	\$600.00	\$1,200.00	\$300.00	\$600.00	\$947.00	\$1,894.00
27	1	EA	Water Main, Fitting, DI, Sleeve, 10"	\$480.00	\$480.00	\$800.00	\$800.00	\$500.00	\$500.00	\$1,099.00	\$1,099.00
28	2	EA	Water Main, Fitting, DI, Sleeve, 8"	\$320.00	\$640.00	\$700.00	\$1,400.00	\$400.00	\$800.00	\$693.00	\$1,386.00
29	3	EA	Water Main, Fitting, DI, Sleeve, 6"	\$255.00	\$765.00	\$650.00	\$1,950.00	\$400.00	\$1,200.00	\$658.00	\$1,974.00
30	2	EA	Water Main, Fitting, DI, Sleeve, 4"	\$185.00	\$370.00	\$600.00	\$1,200.00	\$300.00	\$600.00	\$609.00	\$1,218.00
31	5	EA	Water Main, Fitting, 45° Elbow, 8"	\$335.00	\$1,675.00	\$650.00	\$3,250.00	\$400.00	\$2,000.00	\$735.00	\$3,675.00
32	1	EA	Water Main, Fitting, 45° Elbow, 6"	\$250.00	\$250.00	\$600.00	\$600.00	\$300.00	\$300.00	\$665.00	\$665.00
33	7	EA	Water Main, Fitting, 22.5° Elbow, 12"	\$655.00	\$4,585.00	\$1,500.00	\$10,500.00	\$750.00	\$5,250.00	\$1,061.00	\$7,427.00
34	5	EA	Water Main, Fitting, 22.5° Elbow, 8"	\$330.00	\$1,650.00	\$700.00	\$3,500.00	\$400.00	\$2,000.00	\$731.00	\$3,655.00
35	4	EA	Water Main, Fitting 11.25° Elbow, 12"	\$640.00	\$2,560.00	\$1,500.00	\$6,000.00	\$750.00	\$3,000.00	\$1,045.00	\$4,180.00
36	1	EA	Water Main, Fitting, 11.25° Elbow, 8"	\$320.00	\$320.00	\$700.00	\$700.00	\$600.00	\$600.00	\$720.00	\$720.00
37	2	EA	Water Main, Fitting, Plug, 8"	\$250.00	\$500.00	\$450.00	\$900.00	\$300.00	\$600.00	\$532.00	\$1,064.00
38	5	EA	Water Main, Fitting, Plug, 6"	\$190.00	\$950.00	\$400.00	\$2,000.00	\$251.00	\$1,255.00	\$501.00	\$2,505.00
39	1	EA	Water Main, Fitting, Plug, 4"	\$130.00	\$130.00	\$250.00	\$250.00	\$200.00	\$200.00	\$295.00	\$295.00
40	9	EA	Water Main, Butterfly Valve & Box, 12"	\$2,190.00	\$19,710.00	\$3,500.00	\$31,500.00	\$3,500.00	\$31,500.00	\$2,985.00	\$26,865.00
41	6	EA	Water Main, Wedge Valve & Box, 8"	\$1,250.00	\$7,500.00	\$2,500.00	\$15,000.00	\$2,500.00	\$15,000.00	\$1,639.00	\$9,834.00
42	1,050	LFT	Abandon and Fill Water Main	\$6.85	\$7,192.50	\$10.00	\$10,500.00	\$5.00	\$5,250.00	\$14.00	\$14,700.00
43	5	EA	Fire Hydrant, Removal	\$615.00	\$3,075.00	\$750.00	\$3,750.00	\$3,000.00	\$15,000.00	\$928.00	\$4,640.00
44	6	EA	Fire Hydrant, Assembly	\$5,500.00	\$33,000.00	\$5,000.00	\$30,000.00	\$6,500.00	\$39,000.00	\$6,047.00	\$36,282.00
45	52	EA	Corporation Stop, 1"	\$412.00	\$21,424.00	\$400.00	\$20,800.00	\$250.00	\$13,000.00	\$800.00	\$41,600.00
46	52	EA	Curb Stop, Box & Stationary Rod, 1"	\$400.00	\$20,800.00	\$485.00	\$25,220.00	\$300.00	\$15,600.00	\$1,100.00	\$57,200.00
47	475	LFT	Water Service, HDPE, DR 9, CTS, Trench, 1"	\$15.95	\$7,576.25	\$38.00	\$18,050.00	\$50.00	\$23,750.00	\$155.00	\$73,625.00
48	900	LFT	Water Service, HDPE, DR 9, CTS, Bore, 1"	\$16.30	\$14,670.00	\$20.00	\$18,000.00	\$50.00	\$45,000.00	\$165.00	\$148,500.00
49	1	EA	Flow Meter, Manhole w/ Casting, 48"	\$3,850.00	\$3,850.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$4,400.00	\$4,400.00
50	1	EA	Flow Meter, Ultrasonic	\$9,305.00	\$9,305.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00
51	1,550	TON	Compacted Aggregate, No. 53	\$25.25	\$39,137.50	\$39.00	\$60,450.00	\$30.00	\$46,500.00	\$30.00	\$46,500.00
52	350	TON	Compacted Aggregate, Drive/Parking, No. 73	\$38.85	\$13,527.50	\$45.00	\$15,750.00	\$30.00	\$10,500.00	\$70.00	\$24,500.00
53	900	TON	HMA Surface	\$78.40	\$68,760.00	\$96.40	\$86,760.00	\$102.00	\$91,800.00	\$82.00	\$73,800.00
54	865	TON	HMA Binder	\$64.00	\$42,560.00	\$64.00	\$42,560.00	\$97.00	\$64,505.00	\$68.00	\$45,220.00
55	1,480	TON	HMA Base	\$58.00	\$84,100.00	\$58.00	\$84,100.00	\$74.00	\$107,300.00	\$81.00	\$117,450.00
56	1	LSUM	Asphalt Tack Coat	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$6,227.85	\$6,227.85
57	130	SYD	Concrete Sidewalk, 4"	\$68.00	\$8,840.00	\$70.00	\$9,100.00	\$120.00	\$15,600.00	\$110.00	\$14,300.00
58	30	SYD	Concrete Sidewalk, ADA Ramp	\$150.00	\$4,500.00	\$200.00	\$6,000.00	\$304.00	\$9,120.00	\$284.00	\$7,920.00
59	70	LFT	Concrete Curb, Barrier, 6"	\$74.00	\$5,180.00	\$40.00	\$2,800.00	\$80.00	\$5,600.00	\$79.00	\$5,530.00
60	40	LFT	12" CMP	\$38.15	\$1,526.00	\$60.00	\$2,400.00	\$103.00	\$4,120.00	\$89.00	\$3,560.00
61	20	SYD	Rip Rap w/ Fabric	\$70.00	\$1,400.00	\$85.00	\$1,700.00	\$60.00	\$1,200.00	\$130.00	\$2,600.00
62	1	LSUM	Landscaping Restoration	\$12,000.00	\$12,000.00	\$74,000.00	\$74,000.00	\$20,000.00	\$20,000.00	\$95,000.00	\$95,000.00
63	7,500	LFT	Line, Thermoplastic, Solid, White, 4"	\$0.89	\$6,675.00	\$0.50	\$3,750.00	\$0.50	\$3,750.00	\$0.53	\$3,975.00
64	2,500	LFT	Line, Thermoplastic, Solid, Yellow, 4"	\$0.99	\$2,475.00	\$0.50	\$1,250.00	\$0.50	\$1,250.00	\$0.53	\$1,325.00
65	155	LFT	Line, Thermoplastic, Solid, White, 24", Crswk	\$6.25	\$968.75	\$10.00	\$1,550.00	\$10.00	\$1,550.00	\$10.61	\$1,644.55
66	60	LFT	Line, Thermoplastic, Solid, White, 6", Crswk	\$1.25	\$75.00	\$5.00	\$300.00	\$5.00	\$300.00	\$5.31	\$318.60
BID AMOUNT TOTAL:					\$766,029.75		\$1,089,000.00		\$1,296,000.00		\$1,951,000.00

ALTERNATE A			Selge Construction		HRP Construction		TGB Unlimited, Inc.		C&E Excavating		
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	3750	LFT	Water Main, DI, CI 50, 12"	\$63.90	\$239,625.00	\$42.75	\$160,312.50	\$81.00	\$303,750.00	\$91.90	\$344,625.00
A2	4	LFT	Water Main, DI, CI 50, 10"	\$166.50	\$666.00	\$40.00	\$160.00	\$275.00	\$1,100.00	\$288.67	\$1,154.68
A3	200	LFT	Water Main, DI, CI 50, 8"	\$48.00	\$9,600.00	\$33.50	\$6,700.00	\$42.00	\$8,400.00	\$69.27	\$13,854.00
A4	70	LFT	Water Main, DI, CI 50, 6"	\$45.00	\$3,150.00	\$26.00	\$1,820.00	\$25.00	\$1,750.00	\$64.98	\$4,548.60
ALTERNATE A TOTAL:					\$253,041.00		\$168,992.50		\$315,000.00		\$364,182.28
TOTAL AMOUNT OF BASE BID + ALTERNATE A:					\$1,019,070.75		\$1,257,992.50		\$1,611,000.00		\$2,315,182.28

ALTERNATE B			Selge Construction		HRP Construction		TGB Unlimited, Inc.		C&E Excavating		
Item No.	Est. Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B1	3750	LFT	Water Main, DI, CI 52, 12"	\$68.75	\$257,812.50	\$48.75	\$182,812.50	\$90.00	\$337,500.00	\$97.96	\$367,350.00
B2	4	LFT	Water Main, DI, CI 52, 10"	\$190.00	\$760.00	\$46.00	\$184.00	\$300.00	\$1,200.00	\$311.41	\$1,245.64
B3	200	LFT	Water Main, DI, CI 52, 8"	\$51.75	\$10,350.00	\$37.00	\$7,400.00	\$46.00	\$9,200.00	\$73.46	\$14,692.00
B4	70	LFT	Water Main, DI, CI 52, 6"	\$46.80	\$3,276.00	\$27.00	\$1,890.00	\$30.00	\$2,100.00	\$67.35	\$4,714.50
ALTERNATE A TOTAL:					\$272,198.50		\$192,286.50		\$350,000.00		\$388,002.14
TOTAL AMOUNT OF BASE BID + ALTERNATE B:					\$1,038,228.25		\$1,281,286.50		\$1,646,000.00		\$2,339,002.14

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

  
 Bryce Gast, P.E.  
 Administrative City Engineer  
 City of Goshen, Indiana





# 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): June 1, 2020

- Governmental Unit (Owner): CITY of GOSHEN BOARD of PUBLIC WORKS & SAFETY
- County: ELKHART
- Bidder (Firm): SELGE CONSTRUCTION Co., INC.  
Address: 2833 S. 11th ST  
City/State/ZIP code: NILES, MI 49120
- Telephone Number: 269-684-0842
- Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of GOSHEN BOARD of PUBLIC WORKS - EAST GOSHEN WATER MAIN REPLACEMENT No. JN 2019-0037 (Governmental Unit) in accordance with plans and specifications prepared by CITY of GOSHEN ENGINEERING and dated 5-8-20 for the sum of SEVEN HUNDRED SIXTY SIX THOUSAND TWENTY NINE DOLLARS AND SEVENTY FIVE CENTS 766,029.75

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 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.

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: City of Goshen Board of Public Works & Safety

Bidder (Firm): Selge Construction Co., Inc.

Date (month, day year): June 1, 2020

These statements to be submitted under oath by each bidder with and as 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? **See Attached**

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
\$4,414,937	Sewer Installation	Spring 2020	LaGrange (598)
\$9,841,000	WW/Force Main	Spring 2020	Steuben Lakes RSD (610)
\$1,836,231	WW Collection System	Fall 2020	LaPorte County RSC (611)
\$584,095	Road Improvements	Summer 2020	City of Elkhart (622)
\$2,072,673	Sewer Improvements	Fall 2020	St. Joseph Cty, IN (625)
\$4,847,000	Concrete, Sewer, WM	Spring 2020	AEP (Niles) (628)
\$1,628,456	Streetscapes	Spring 2020	City of Elkhart (629)
\$3,490,114	Sewer Connector	Spring 2020	City of Mishawaka (630)
\$2,100,000	Pier Installation	Spring 2020	Syracuse, IN (633)
\$257,900	RR Crossing Repair	Spring 2020	New Paris Conservancy (638)
\$586,056	Concrete Repairs	Summer 2020	City of Goshen, IN (640)
\$94,450	River Backwater Valves	Spring 2020	City of South Bend, IN (642)
\$2,511,264	Sewer & Pavements	Summer 2020	City of Warsaw, IN (643)
\$12,500	Culvert Repair	Spring 2020	City of South Bend (644)
\$1,192,480	WW Treatment Plant	Fall 2021	LaGrange CRUD (645)
\$550,000	Paving	Fall 2021	Brandywine Public Schools
\$49,000	Hydrant Replacement	Spring 2020	City of South Bend (648)
\$1,729,737	Sewer Replacement	Winter 2020	City of Goshen (649)
\$109,925	Backwater Valve Repair	Summer 2020	City of South Bend (652)
\$156,135	Installation of Water Services	Summer 2020	Elkhart Cty Hwy Dept (656)
\$5,332,450.35	Streetscapes	Spring 2021	Village of Cassopolis (658)
\$2,688,312	Beach Improvements	Fall 2020	Village of Cassopolis ( 659)
\$208,050	Pump Installation	Summer 2020	Steuben Lakes RSD (660)
\$281,392	Lift Station	Fall 2020	Middlebury, IN (662)
\$759,000	Street Reconstruction	Fall 2020	New Carlisle, IN (663)

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

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

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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.)

Work would be completed in an orderly manner, according to specifications and as best suits the Owner and its Engineer. We have the manpower to complete this project on time.

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed 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.

Please see attached.

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.

Subcontractors list to be determined. Bond not required.

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.

Please see equipment list

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.

Yes

### 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.

Financial Statement Attached

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BID OF

Selge Construction Co., Inc.

(Contractor)

2833 S. 11<sup>th</sup> St.

(Address)

Niles, MI 49120

FOR

PUBLIC WORKS PROJECTS

OF

East Goshen Water Main Replacement No. 2019-0037

City of Goshen, Indiana

Filed June 1, 2020

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

SECTION IV CONTRACTORS NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I hereby affirm under the penalties for perjury that the facts and information contained in the foregoing bid for Public Works are true and correct.

Dated at Niles, MI. this 1st day of June, 2020

Selge Construction Co., Inc.

(Name) of Organization

By: James Boyles

James Boyles

Vice President

(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF: Michigan )

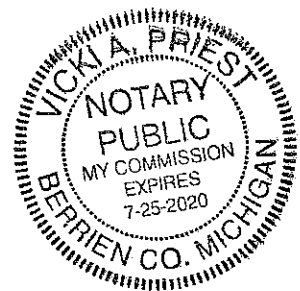
COUNTY OF: Berrien )

Before me, a Notary Public, personally appeared the above-named James Boyles and swore that the statements contained in the foregoing document are true and correct. Subscribed and sworn to before me this 1st day of June, 2020.

Vicki A. Priest  
Notary Public

My Commission Expires: 25 July 2020

County of Residence: Berrien





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BID OF

Selge Construction Co., Inc.

(Contractor)

2833 S. 11<sup>th</sup> St.

(Address)

Niles, MI 49120

FOR

PUBLIC WORKS PROJECTS

OF

East Goshen Water Main Replacement No. 2019-0037

City of Goshen, Indiana

Filed June 1, 2020

Action taken

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**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **ROAD CLOSURE – WILDEN AVENUE BRIDGE**

DATE: June 8, 2020

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The Engineering Department received a request from Elkhart County Highway to close Wilden Avenue at the bridge over Rock Run Creek on Monday, July 13, 2020. The work is expected to be completed in one day. The County will be doing maintenance to the bridge, including sealing the concrete bridge deck with a soy-based sealer.

Traffic will be diverted at Indiana Avenue and 1<sup>st</sup> Street, with advanced warning placed at the SR 15 and Wilden Avenue intersection.

**Requested Motion: Approve the closure of Wilden Avenue at the bridge over Rock Run Creek on Monday, July 13, 2020, for Elkhart County to perform maintenance.**

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

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

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

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



City Clerk-Treasurer

CITY OF GOSHEN

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

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

[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

8 June 2020

## Memorandum

To: Board of Public Works & Safety

Re: S. 7<sup>th</sup> Street Closure Request

Resident Julia Gautsche requests that the Board authorize closure of S. 7<sup>th</sup> St. immediately south of Purl St. for the width of the first two (2) residential lots. The request is for 1:00 p.m. to 7:00 p.m. on Saturday, Sept. 5, 2020 for a private wedding.

Ms. Gautsche plans to attend the meeting remotely to present her request to the Board.

~AS

**\*\*\*REQUEST\*\*\***

**DATE: Monday, June 8, 2020**

**TO: GOSHEN BOARD OF WORKS**

**FROM: GOSHEN WATER & SEWER  
KELLY SAENZ**

**RE: UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$10,177.20**  
Collection letters were sent out and payments of **\$3,900.17** had been collected.

The uncollected amount equals **\$6,277.03**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,  
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Tuesday, December 31, 2019**

**WATER: \$2,895.68**  
**SEWER: \$3,381.35**

**TOTALS 11-2019**

REPORT TOTAL		\$10,177.20
BPS TOTAL	<b>\$2,734.74</b>	\$7,442.46
COUNTY TOTAL	<b>\$3,219.00</b>	\$4,223.46
W-WRITE OFF	<b>\$160.94</b>	\$4,062.52
S-WRITE OFF	<b>\$162.35</b>	\$3,900.17
PAYMENT TOTAL	<b>\$3,900.17</b>	\$0.00
AGREEMENT TOTAL		

## PAYMENTS 11-2019

<b>ACCOUNT #</b>	<b>CUSTOMER NAME</b>	<b>AMOUNT PD.</b>
235-3170-11	HECTOR MORRAZ	\$23.52
237-0110-03	RICHARD E CLARK	\$85.13
238-0740-04	JOSEPH WOMACK	\$231.01
280-0350-10	KAYLIN R HARRISON	\$231.65
312-0360-03	JASMINE R WOODALL	\$89.77
312-0540-04	MICHAEL A MCCREARY	\$287.82
312-0930-12	ROBERTO MUNOZ	\$880.71
313-1960-01	JAMILA J BRIMITE	\$290.18
314-2050-06	BRITTENY N HEDRICK	\$293.06
315-0530-02	EDDIE L ROBINSON	\$297.61
317-0940-09	PAOLA A GALLEGOS	\$70.83
320-1220-04	5 STAR PROPERTY MANAGEMENT	\$120.42
402-0760-10	TERESA ROTH	\$482.74
403-0450-02	JEREMY G ELLIOTT	\$185.07
418-0700-03	PATRICIA BAYLON	\$49.74
419-1250-03	JESSIE JAMES VANWORMER	\$280.91

**TOTAL PAYMENTS \$3,900.17**

## COUNTY ACCOUNTS 11-2019

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
241-4960-23	ELIZABETH A DRAGOO	\$1,124.04
280-0460-02	DERRICK T & MELISSA M POWERS	\$25.83
280-1710-03	RONALD DAVIDHIZAR	\$302.10
309-0080-07	DENNIS J & DEBORAH MCCARTHY	\$561.86
313-0150-06	YES COMPANIES EXP FRED LLC	\$65.77
313-0670-05	YES COMPANIES EXP FRED LLC	\$51.81
313-1910-01	YES COMPANIES EXP FRED LLC	\$61.49
439-0380-07	PATRICIA A RIECK	\$513.05
443-0130-23	CARL F WALLIS	\$513.05

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**TOTAL TO COUNTY    \$3,219.00**

## BUSINESS PROFESSIONAL SERVICES 11-2019

Account #	Customer	ADDRESS	City	State	Zip	Last Charge	Amount Due	DOB	S.S.N	PHONE
237-0110-03	RICHARD E CLARK	318 N 1ST ST	GOSHEN	IN	46528	12/13/2019	\$61.67	12/29/1972	9871	574-238-8666
238-0200-10	BETTY J DUMKE	317 HURON ST	GOSHEN	IN	46528	12/4/2019	\$145.47	12/1/1970	3634	574-903-3499
280-1710-03	KENDY PEREZ SAUCEDO	1411 S MAIN ST	GOSHEN	IN	46528	11/18/2019	\$195.31	12/24/1981	9212	574-903-8848
309-0080-07	DENNIS MCCARTHY	819 LINCOLNWAY EAST	GOSHEN	IN	46528	1/22/2020	\$34.43			574-658-9102
312-0030-18	DAVID A AUSTIN	306 S 9TH ST	GOSHEN	IN	46528	12/20/2019	\$84.39	6/25/1989	9016	574-338-0932
312-0360-03	JASMINE R WOODALL	520 E JEFFERSON ST	GOSHEN	IN	46528	11/25/2019	\$57.31	8/2/1990	4514	765-639-7917
313-0150-06	KEVIN E BERKEY II	68 WINCHESTER TRAILS	GOSHEN	IN	46528	12/3/2019	\$56.18	3/16/1986	6501	574-202-5687
313-0670-05	WILLIAM MAYA	31 WINCHESTER TRAILS	GOSHEN	IN	46528	11/19/2019	\$43.50	12/10/1992	2140	
313-1910-01	ZACHARY ROBBINS	79 WINCHESTER TRAILS	GOSHEN	IN	46528	12/3/2019	\$65.32	9/26/1992	7953	574-326-6476
314-2050-06	BRITTENY N HEDRICK	1311 S 12TH ST	GOSHEN	IN	46528	12/18/2019	\$210.52	8/30/1992	6287	
315-0530-02	EDDIE L ROBINSON	1120 S 11TH ST	GOSHEN	IN	46528	12/3/2019	\$195.29	11/24/1982	5072	574-304-1965
319-0590-10	DANIEL SHARPE	621 1/2 S 3RD ST	GOSHEN	IN	46528	12/31/2019	\$55.81	9/6/1960	3544	
351-9420-00	H & G HOME BUILDERS	2010 NEWBURY CIRCLE	GOSHEN	IN	46528	11/22/2019	\$34.10			574-536-9846
402-0760-10	TERESA ROTH	903 MIDDLEBURY ST	GOSHEN	IN	46528	11/20/2019	\$29.85	2/21/1978	6483	574-301-3289
405-2770-00	LARRY T HALE	113 S 29TH ST	GOSHEN	IN	46528	12/2/2019	\$168.31			574-534-6608
419-1250-03	JESSIE JAMES VANWORMER	118 S COTTAGE AVE	GOSHEN	IN	46528	11/22/2019	\$200.46	4/10/1990	5679	
422-0130-02	SUSAN M CORTES	1108 S MAIN ST	GOSHEN	IN	46528	12/17/2019	\$966.00	4/11/1977	1513	574-575-8586
439-0380-07	FLORA M RANDOLPH	1205 W CLINTON ST	GOSHEN	IN	46528	12/2/2019	\$31.72	10/7/1972	3847	574-322-0578
443-0130-23	CARL WILLIS	1900 BASHOR RD	GOSHEN	IN	46528	12/2/2019	\$31.72			
445-1900-05	DECODA M PHIFER	2414 W CLINTON ST APT 63	GOSHEN	IN	46528	12/20/2019	\$36.69	11/2/1995	5385	574-903-1126
446-0840-08	AUSTIN M MADDUX	2315 STERLING CT	GOSHEN	IN	46528	11/14/2019	\$30.69	5/22/1997	9279	574-304-9045

**BPS TOTAL \$2,734.74**



## **WATER WRITE OFF ACCOUNTS 11-2019**

<b>ACCOUNT #</b>	<b>CUSTOMER NAME</b>	<b>WATER AMOUNT</b>
235-3170-11	HECTOR MORRAZ	\$18.56
280-0460-02	MELISSA POWERS	\$23.36
400-0150-02	LORI A DEBOARD	\$110.02
405-0460-09	RONNIE L GLICK	\$9.00

**TOTAL WATER WRITE OFF:        \$160.94**

**\*\* Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements\*\***

## SEWER WRITE OFF ACCOUNTS 11-2019

ACCOUNT #	CUSTOMER NAME	SEWER AMOUNT
351-9420-00	H & G HOME BUILDERS	\$18.94
400-0150-02	LORI A DEBOARD	\$136.73
405-0460-09	RONNIE L GLICK	\$6.68

**TOTAL SEWER WRITE OFF:        \$162.35**

**\*\* Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements\*\***



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
dannysink@goshencity.com • www.goshenindiana.org

June 08, 2020

To: Board of Public Works & Safety

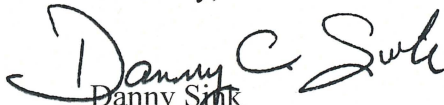
RE: Contractual Write Off's

The attached list will write off the ambulance service's Contractual Write-off's and Bad Debts. Included are Medicare, Medicaid, Worker's Compensation Claims, and Bad Debts/Collection Agency accounts.

AccuMed Billing, Inc. has billed the patient or responsible party and the appropriate insurance companies and received the amount(s) payable for the services rendered. We must now write off the contractual amounts and the bad debts. These accounts total **\$843,485.07**. Our collection rate is 48%.

We are requesting **permission to write off these contractual amounts and Bad Debts for January 01, 2016 thru December 31, 2016**. If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

  
Danny Sink  
Fire Chief



*Clerk's Note: Only first page included in Board of Works meeting packet. Full list of 2902 amounts is available upon request.*

**TOTALS:    Runs: 2428    Patients: 1797    Amt. to be written off: \$843,485.07**

<u>Date of Service</u>	<u>Acct. Number</u>	<u>Write Off - Description</u>	<u>Write-off Amount</u>
01/18/11	17,159	City Agcy collection	-\$820.93
04/10/11	50,906	City Agcy collection	-\$475.62
04/10/11	50,906	City Agcy collection	\$405.62
03/11/12	32,191	Closing Account	\$249.00
03/24/12	39,972	City Agcy collection	-\$790.62
03/24/12	39,972	Small Balance	\$0.62
06/04/12	80,072	Contractual Medicaid	\$529.93
08/07/12	115,422	City Agcy collection	\$278.24
08/07/12	115,422	Contractual Medicaid	-\$558.24
08/19/12	122,583	City Agcy collection	\$450.55
05/18/13	69,406	Closing Account	\$715.72
08/23/13	124,691	City Agcy collection	\$519.62
01/04/14	596	Contractual Medicaid	\$177.30
01/23/14	10,313	City Agcy collection	-\$124.59
01/23/14	10,313	City Agcy collection	\$124.59
02/26/14	105,610	Contractual Medicare	\$253.78
03/28/14	51,189	City Agcy collection	-\$529.93
04/26/14	68,687	Contractual Medicaid	\$152.08
06/06/14	97,769	Contractual Medicaid	-\$589.16
08/20/14	147,777	City Agcy collection	\$280.00
08/23/14	149,835	Contractual Medicaid	\$510.12
08/25/14	150,995	City Agcy collection	\$612.62
08/27/14	154,731	Contractual Medicare	-\$175.67
09/03/14	156,209	City Agcy collection	\$519.62
11/02/14	199,316	City Agcy collection	\$529.93
11/10/14	205,309	City Agcy collection	\$606.24
11/30/14	218,106	City Agcy collection	\$685.62
12/06/14	223,682	City Agcy collection	\$660.62
12/09/14	226,578	Contractual Manual	\$257.83
12/17/14	232,945	Write Off	\$82.09
12/17/14	232,955	City Agcy collection	\$502.62
12/26/14	236,728	Contractual Medicaid	\$15.00
12/29/14	239,860	City Agcy collection	\$519.62
12/31/14	241,466	City Agcy collection	\$225.00
01/06/15	1,595	City Agcy collection	\$550.55
01/07/15	2,121	Contractual Medicare	-\$184.23
01/19/15	7,433	City Agcy collection	\$187.00
01/22/15	10,512	City Agcy collection	\$685.62
01/29/15	14,795	Contractual Medicaid	\$391.94
02/03/15	17,457	City Agcy collection	\$255.74
02/11/15	23,624	City Agcy collection	\$139.27
02/14/15	25,829	City Agcy collection	\$726.86
02/14/15	25,831	City Agcy collection	\$778.41
02/17/15	28,560	City Agcy collection	\$633.24



## Danny C. Sink, Chief

FIRE DEPARTMENT, CITY OF GOSHEN

209 N. 3<sup>rd</sup> Street, Goshen, IN 46526-3201

Phone (574) 533-7878 Fax (574) 534-2804 TDD (574) 534-3185

[dannysink@goshencity.com](mailto:dannysink@goshencity.com) [www.goshenindiana.org](http://www.goshenindiana.org)

June 08, 2020

To: Board of Public Works & Safety

RE: Bad Debt and Contractual Write Off's

Goshen Fire Department is requesting permission to write off bad debts and contractual write-offs for 2017.

The AccuMed Group has billed the patient or responsible party and the appropriate insurance companies and received the amount(s) payable for the services rendered. We must now write off the contractual amounts and the bad debts. These accounts total \$412,442.70. Our collection rate is 63%.

We are requesting permission to write off these contractual amounts and Bad Debts for January 01, 2017 thru December 31, 2017. If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Danny Sink  
Fire Chief

**Clerk's Note: Only first page included in Board of Works meeting packet. Full list of 3151 amounts is available upon request.**

**TOTALS:      Runs: 1774    Patients: 1390      Amt. to be written off: \$412,442.70**

<u>Date of Service</u>	<u>Acct. Number</u>	<u>Description of write-off</u>	<u>Amount to be written off</u>
01/01/2017	38	Contractual Medicare	\$5.70
01/01/2017	39	Write off City Agcy collection	\$622.93
01/01/2017	40	Contractual Medicare	\$3.92
01/01/2017	43	Write off City Agcy collection	\$674.48
01/01/2017	131	Contractual Medicare	\$7.34
01/01/2017	131	W/O Above Caid Co Pay	\$91.68
01/01/2017	984	Contractual Medicare	\$6.92
01/01/2017	984	Write off City Agcy collection	\$86.43
01/02/2017	132	Write off City Agcy collection	\$633.24
01/02/2017	133	Contractual Medicare	\$5.68
01/02/2017	134	Contractual Medicare	\$0.77
01/02/2017	134	Contractual Medicare	\$5.48
01/02/2017	134	W/O Above Caid Co Pay	\$78.11
01/02/2017	135	Write off City Agcy collection	\$110.78
01/03/2017	355	Contractual Medicare	\$6.78
01/03/2017	356	Contractual Medicare	\$6.71
01/03/2017	357	Contractual Medicare	\$6.80
01/04/2017	913	Write off City Agcy collection	\$265.00
01/04/2017	915	Write off City Agcy collection	\$695.93
01/04/2017	1,286	Contractual Medicare	\$0.83
01/04/2017	1,286	Contractual Medicare	\$5.48
01/04/2017	1,286	Write off City Agcy collection	\$78.84
01/05/2017	1,287	Contractual Medicare	\$1.03
01/05/2017	1,287	Contractual Medicare	\$6.51
01/05/2017	1,948	Contractual Medicare	\$0.26
01/05/2017	1,948	Contractual Medicare	\$5.48
01/05/2017	1,948	W/O Above Caid Co Pay	\$71.70
01/06/2017	1,943	Contractual Medicare	\$0.20
01/06/2017	1,943	Contractual Medicare	\$1.55
01/06/2017	1,943	Write off City Agcy collection	\$265.00
01/06/2017	1,944	Contractual Medicare	\$1.06
01/06/2017	1,944	Contractual Medicare	\$2.83
01/06/2017	1,945	Write off City Agcy collection	\$126.65
01/06/2017	1,947	Contractual Medicare	\$0.15
01/06/2017	1,947	Contractual Medicare	\$5.48
01/06/2017	1,949	Contractual Medicare	\$0.51
01/06/2017	1,949	Contractual Medicare	\$6.51
01/06/2017	1,949	W/O Above Caid Co Pay	\$87.75
01/06/2017	1,950	Contractual Medicare	\$0.73
01/06/2017	1,950	Contractual Medicare	\$188.16
01/06/2017	1,950	W/O Above Caid Co Pay	\$265.00
01/06/2017	1,952	Contractual Medicare	\$0.57
01/06/2017	1,952	Contractual Medicare	\$2.83
01/06/2017	1,952	Write off City Agcy collection	\$265.00



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

June 4, 2020

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

**From:** Legal Department

**Subject:** Approve and Authorize Execution of Quit Claim Deed for Real Estate Located at 716 North Fifth Street

Attached for the Board's approval is a Quitclaim Deed for the real estate located at 716 North Fifth Street.

It is recommended that the Board of Public Works and Safety make a motion to approve the execution of the Quitclaim Deed for real estate at 716 North Fifth Street.

**RESOLUTION 2020-20**

**Approve and Authorize Execution of Quit Claim Deed for Real Estate  
Located at 716 North Fifth Street**

WHEREAS, the City obtained a judgment lien on April 27, 2017 which affects the title to 716 North Fifth Street, Goshen, Indiana

WHEREAS, a Quit Claim Deed to Ryan Troyer releasing the judgment lien is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety authorizes the Mayor to execute the Quit Claim Deed and release of the judgment lien on the property located at 716 North Fifth Street.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on \_\_\_\_\_, 2020.

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

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

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



## QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, releases and quitclaims to Ryan Troyer any interest that the City of Goshen may have in the following described real estate located in Elkhart Township, Elkhart County, in the State of Indiana, commonly known as 716 North 5<sup>th</sup> Street and more particularly described as follows:

Lot Number Thirteen (13) as shown on the recorded plat of Wilkens Addition sometimes called Wilden's First Addition to the City of Goshen, recorded in the Office of the Recorder of Elkhart County, Indiana, in Deed Record 63, page 352.

Subject to taxes and all easements and restrictions of record.

Parcel No. 20-11-04-481-006.000-015

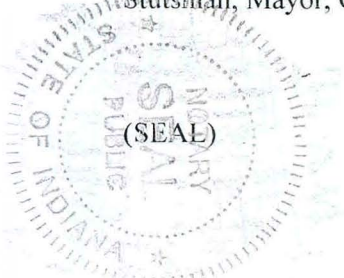
This release and quitclaim specifically includes any judgment lien or other type of lien that the City may have on the above reference real estate

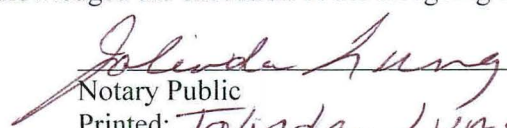
IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed on 4<sup>th</sup> of June, 2020.

City of Goshen, Indiana

By:   
Jeremy P. Stutsman, Mayor

Before me, the undersigned Notary Public, on June 4, 2020, personally appeared Jeremy Stutsman, Mayor, City of Goshen, Indiana and acknowledged the execution of the foregoing instrument.



  
Notary Public

Printed: Jolinda Lung

My commission expires: 2-14-24

Commission number: 14 679439

Resident of Elkhart County

The mailing address to which statements for taxes or special assessments should be mailed is 716 North Fifth Street, Goshen, Indiana.

This instrument was prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).