



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., February 20, 2025

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes – Feb. 13, 2025 Regular Meeting

Approval of Agenda

1) Engineering Department request: Approve the agreement with Phend & Brown for the 2024 Community Crossing Matching Grant Asphalt Paving project in the amount of \$4,522,82

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 13, 2025 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Deputy Mayor Mark Brinson, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

Absent: Mayor Gina Leichty

CALL TO ORDER: Deputy Mayor Brinson called the meeting to order at 4:00 p.m., saying that Mayor Leichty could not be present for the meeting but had passed Executive Order 2025-03 (Attachment #1) designating Deputy Mayor Mark Brinson as the acting executive for the day.

REVIEW/APPROVE MINUTES: No minutes were available for review/approval.

REVIEW/APPROVE AGENDA: Deputy Mayor Brinson presented the agenda as prepared by the Clerk-Treasurer and requested the agenda be amended to add an agreement with The Crossing School of Business and Entrepreneurship as item #9. Board member Mike Landis made a motion to approve the amended agenda. Board member Orv Myers seconded the motion. The motion passed 5-0.

1) Open Sealed Bids received from contractors for the Goshen Annex Building Re-Roofing project

On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the Goshen Annex Building Re-Roof project. All sealed bids were due by 3:45 p.m. on Feb. 13, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting.

City staff asked that the Board open and announce any bids submitted and refer them to the Engineering Department for review.

Deputy Mayor Brinson asked if there are any additional bids to be submitted to the Board. There were not. Brinson then announced that the following bids were received:

- DJ Construction: \$1,052,660.00
- Slatile: \$2,888,812.00
- Robert J Lee – E Lee Construction Inc.: \$976,960.00

Landis/Myers made a motion to forward all bids received for the Goshen Annex Building Re-Roof project to the City Engineering Department for review. The motion passed 5-0.

2) Open Sealed Bids received for the Community Crossings Matching Grant Asphalt Paving Project

On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the Community Crossing Matching Grant Asphalt Paving project. All sealed bids were due by 3:45 p.m. on Feb. 13, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. City staff asked that the Board open and announce any bids submitted and refer them to the Engineering Department for review.

Deputy Mayor Brinson asked if there are any additional bids to be submitted to the Board. There were not. Brinson then announced that the following bids were received:

- Niblock Excavating: \$4,649,715.10
- Phend & Brown: \$2,822,527.00

Landis/Myers made a motion to forward all bids received for the Community Crossing Matching Grant Asphalt Paving project to the City Engineering Department for review. The motion passed 5-0.



3) Police Department request: Approve the promotion of Officer David Stump #213 to the rank of Patrol Officer, retroactive to Feb. 12, 2025

City Police Chief José Miller asked the Board to approve the promotion of **Officer David Stump #213** from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Feb. 12, 2025.

Chief Miller said on Feb. 12, 2025, Officer Stump had completed his 12-month probationary period, adding, "Officer Stump has demonstrated he will be a great addition to the Goshen Police Department and to this community."

Landis/Myers made a motion to approve the promotion of Officer David Stump #213 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Feb. 12, 2025. The motion passed 5-0. After approval, Deputy Mayor Brinson swore David Stump into office as a Patrol Officer.

4) Fire Department request: Approve the resignation of Lieutenant Jeff Wogoman, effective Feb. 15, 2025

City Assistant Fire Chief Phil Schrock told the Board that Lieutenant **Jeff Wogoman** submitted his letter of resignation from the Goshen Fire Department, effective Feb. 15, 2025, after 28½ of dedicated service.

Chief Powell said, "Throughout his career, Jeff has been a committed firefighter, leader, and mentor, contributing significantly to the department and the community. In addition to his service with the Goshen Fire Department, Jeff has been a volunteer and part-time employee with the Middlebury Fire Department since 1990.

Chief Schrock said, Lt. Wogoman previously served as the Fire Chief for Middlebury and will continue in that role full time following his retirement from the Goshen Fire Department. He added, "We sincerely thank Lieutenant Wogoman for his many years of service to the City of Goshen and wish him all the best in his retirement from GFD and in his continued leadership with the Middlebury Fire Department."

Landis/Myers made a motion to accept the retirement of Lieutenant Jeff Wogoman, effective Feb. 15, 2025. The motion passed 5-0.

5) Fire Department request: Approve write off bad debts and contractual allowances billed for ambulance services for 2021, 2022 and 2023 totaling \$2,977,633.22

City Assistant Fire Chief Phil Schrock told the Board that accounts and patients have both been billed, and that all accounts received three mailing attempts. Medicare and Medicaid have mandatory write-offs, and other insurance companies are now following the same approach to billing. Worker's Comp balances cannot be billed to customers. All billing avenues have been exhausted, so we are now required to write off a total of \$2,977,633.22 for the years of 2021, 2022 and 2023. **Deputy Mayor Brinson** said that the packet included summary reports because the full report is several hundred pages long. The full report is also available in the Clerk-Treasurer's Office.

Common Council member Brett Weddell spoke to the board saying that as a local optometrist, he is familiar with insurance companies and asked if the write-offs were contractual and if the billing service automatically manages those for the City. **Schrock** said he was unsure but would find information for him.

Councilor Weddell also asked if the "three letters" that Schrock mentioned had already gone out, and Schrock said he was unsure of this as well. Weddell said that he hoped that the Board of Works and the Fire Chiefs would explore these billings to see if the City is struggling to recover money, and if so, perhaps explore other billing services. **Board Member Landis** said that the write-offs appear to remain steady each year, so this year is not out of the ordinary.

Landis/Myers made a motion to grant permission to write off the attached bad debt and contractual allowances from the City Fire Department for \$2,977,633.22. The motion passed 5-0.

6) Legal Department request: Approve and authorize the Mayor to execute the agreement with Peerless Midwest, Inc for the cleaning of wells #2, #13, and #14 at a not-to-exceed cost of \$286,900



Director of Public Works Dustin Sailor said that Well 14 has a buildup of iron bacteria and is improving, but still requires a month for cleaning before summer arrives.

Landis/Myers made a motion to approve and authorize the Deputy Mayor to execute the agreement with Peerless Midwest, Inc for the cleaning of Wells #2, #13 and #14 at a not-to-exceed cost of \$286,900. The motion passed 5-0.

7) Engineering Department request: Approve the agreement with Cut Rite Services for the North Goshen Neighborhoods Tree Removal project in the amount of \$62,700

Director of Public Works Dustin Sailor said that job number 2024-0029 requires trees to be taken down in the North Goshen neighborhoods that are close to a water main and right-of-way reconstruction project. Of the three bids received the past week, Cut Rite Services offered the lowest bid.

Board Member Landis noted the wide range of bids and asked if there will be traffic control as part of the project.

Sailor said that traffic control will be set up for the project, and that Cut Rite has worked with both the City of Elkhart and Wakarusa, and is familiar with municipal work.

Landis/Myers made a motion to award the contract and approve the agreement with Cut Rite Services for the North Goshen's Tree Removal Project for the amount of \$62,700. The motion passed 5-0.

8) Clerk-Treasurer's Office request: Allow the Clerk-Treasurer's Office and Utilities Office to void \$4,461.53 in outstanding warrants dated on or before Dec. 31, 2022

Deputy Clerk-Treasurer Jeffery Weaver told the board that the State requires City checks to be valid for at least one year, and to cancel them at the beginning of the year they are no longer valid. He said that the Board was provided with a list of checks from 2022 that were now stale and needed Board approval to be receipted back to the funds from which they were drawn.

Board member Landis asked if the checks were duplicate checks that were rewritten. **Utilities Office Manager Kelly Saenz** said that the one particularly large check from Schedule A was to a business that moved out of state and was uncommunicative when contacted. **Weaver** mentioned that the Civil City checks were re-written checks.

Landis/Myers made a motion to allow the Clerk-Treasurer's Office and Utilities Office to void \$4,461.53 in outstanding warrants dated on or before December 31, 2022. The motion passed 5-0.

9) Legal Department request: Agreement with The Crossing National, Inc. DBA The Crossing School of Business and Entrepreneurship for Establishment of an Arboriculture/Horticulture Nursery Education Specialist Team per the Sub-Award Grant Agreement Between City of Goshen and American Forests (Attachment #2)

City Attorney Bodie Stegelmann said that The Crossing School of Entrepreneurship will work with the Environmental Resilience department to provide workforce development and tree production training as part of their new education pod of arboriculture and horticulture nursery specialists for \$45,000 per year for three years.

Landis/Myers made a motion to approve to authorize the Deputy Mayor to execute agreement with The Crossing School of Business and Entrepreneurship for the funding of a school teacher in the new education pod of arboriculture and horticulture specialists at cost of \$45,000 per year. The motion passed 5-0.

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

Deputy Mayor Brinson opened Privilege of the Floor at 4:24 p.m.



Brad Hunsberger from Lacasa, Inc. requested approval for a temporary dumpster in front of the Shoots Building at 112 East Lincoln Avenue (see Attachment #3). He said that while he tried to follow the proper procedures in this request, the time got away from him in the New Year.

Hunsberger said that since most of this work is for ADEC, they willingly gave up their 15-minute parking spot for the dumpster to be present during building cleanout and that he will keep it at least 20 feet from the intersection at the alley. The dumpster will only be present for a few days between February 15 and March 7, 2025.

Director of Public Works Dustin Sailor said that this is the second dumpster to be set up in this corridor and since the first had some particular stipulations, he will want to follow up with Lacasa on details. He said that he would be fine if the board approved this request on condition that he can establish the stipulations before the dumpster is placed on the street.

Landis/Myers made a motion to approve the temporary placement of a dumpster in front of the Shoots Building at 112 East Lincoln Avenue approximately between February 15 and March 7, 2025 in coordination with the City Engineering Office. The motion passed 5-0.

Deputy Mayor Brinson closed Privilege of the Floor at 4:27 p.m.

CITY BOARD OF PUBLIC WORKS & SAFETY COMPLIANCE HEARING:

4:00 p.m., Feb. 13, 2025

Members present: Deputy Mayor Brinson, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

9) Unsafe Building Compliance Hearing for property at 213 Crescent Street (Midwest Leasing LLC, property owner)

Assistant City Attorney Don Shuler provided background on the property, noting that it was subject to a fire in June 2024, the Building Commissioner issued a demolition order and the Board of Works held a hearing for the demolition order in September 2024 for the building, which still stands.

The property owner pulled a demolition permit in January and requested that Water/Sewer service be shut off from the property and contacted NIPSCO to remove gas/electric access to the property. **Shuler** said Midwest Leasing's attorney confirmed earlier this week that NIPSCO confirmed that the gas lines are to be disconnected soon, and that Midwest has a signed contract to sell the property to Steve and Jay Raber, who will perform the demolition.

Deputy Mayor Brinson swore in **Anthony Glentz**, who spoke as a representative to the Rabers and Raber Dirtworx LLC. Glentz said Raber purchased 213 Crescent, plans to demolish both buildings at 213 and 215 Crescent once NIPSCO removes service from both homes, and then build a new home to live in at 213. Glentz also said that even when a building has burned, the owner must request NIPSCO to retire the gas line at the road, and that he has not yet seen that NIPSCO physically retired the gas line.

Deputy Mayor Brinson swore in **Code Enforcement Officer Travis Eash**, who then said that the case was not a matter of repair, but a case of demolishing both houses at the same time. He said that everyone in the City Building Department and the neighborhood are ready for the building to be gone.

Shuler said that the owners pulled a demolition permit in a timely manner and the delays have been caused by external matters, so he does not see the owner's reaction as a willful failure to comply with the order. He suggested that the Board table the matter until the March 13 hearing in hopes that the demolition be complete by then.

City Councilor Matt Schrock told the board he wanted to know the status of NIPSCO service, so he can inform people in the community when they ask him why the houses have not yet been removed.



Deputy Mayor Brinson confirmed that the demolition permit has been issued.

Glentz said that some services have been removed, but Raber just recently took possession of the property on February 5. Glentz also said that NIPSCO usually calls the homeowner to let them know when service is removed and they have not yet received the call.

Councilor Schrock then said that he was already told that service had been disconnected for quite a while, but **Glentz** said that only water and sewer have been disconnected and NIPSCO needs to retire the gas line.

Councilor Brett Weddell asked when NIPSCO was first contacted and if it was in February, why not months ago when the fires occurred? **Board member Landis** said that NIPSCO was contacted by the original owners last fall. **Landis/Myers made a motion to table the orders for 213 Crescent until the March 13 hearing. The motion passed 5-0.**

10) Unsafe Building Compliance Hearing for property at 215 Crescent Street (Cecil Bontreger, property owner)

Assistant City Attorney Don Shuler provided background on the property, noting that it was subject to a fire at the same time as the home at 213 Crescent. He said the Building Commissioner issued a demolition order reviewed by the Board on August 29, 2024, but no permit was pulled for demolition until Jan. 31, 2025. Water and Sewer service have been retired, but the permit is still in process and needs to be paid. The owner is planning to use the same demolition crew as is planned for 215 Crescent.

Board member Landis asked about the nonpayment. **Shuler** said that after a permit application is completed it goes through a series of checks to confirm that everything is in order with other offices, including the Utilities Office.

Deputy Mayor Brinson swore in both **Code Enforcement Officer Travis Eash** and **Cecil Bontrager**, the property owner. Eash said that he spoke with the Utilities Office earlier in the day, confirming that everything is in order and he now needs to speak with the owner regarding the permit payment. Bontrager said that the contractor pulled the permit, the gas retirement was the cause of the delay, and he is ready to move on the demolition.

Shuler said that his recommendation for this property would be the same as for 213 Crescent Street. While he usually recommends 60 days to follow up, he recommends 30 days to keep the project in the forefront.

Landis/Myers made a motion to table the orders for 215 Crescent until the March 13 hearing. The motion passed 5-0.

11) Unsafe Building Compliance Hearing for property at 322 West Oakridge Avenue (Ronald E. Davidhizar, property owner)

Assistant City Attorney Don Shuler provided background on the property, noting that it was subject of a demolition order issued by the Board on Sept. 12, 2024 but noted at the time that the house was to be purchased by a new owner. The property was purchased by **Artisan Group** and subsequently purchased by **Eduardo Pizana** on Dec. 12, 2024. Pizana already successfully rehabbed another Davidhizar property and has already pulled a remodel permit for 322 West Oakridge.

Deputy Mayor Brinson swore in **Code Enforcement Officer Travis Eash** and **Eduardo Pizana**, who said that he has already demonstrated that he can fully remodel a distressed property. His plan is to fully remodel the property by replacing all plumbing and electrical wiring, replace the HVAC, add new siding and roofing, insulate and drywall the walls, and replace all windows and doors. Pizana said that he plans to live in this house once it is completed.



Shuler recommended that the Board affirm the property's current condition and review its condition in 90 days to give the owner time to pull permits and begin renovations. At the May 22 hearing the board would look for substantial completion of repairs, otherwise the Board would move forward with a demolition order.

Landis/Myers made a motion to affirm that the nature of the building has not significantly changed so the previous order is still in force but to table the matter to the next hearing to affirm that substantial progress has been made in repairs. The motion passed 5-0.

12) Unsafe Building Compliance Hearing for property at 214 East Clinton Street (Ronald E. Davidhizar, property owner)

Assistant City Attorney Don Shuler provided background on the property, noting that it was originally ordered demolished on Jan. 26, 2022 but was subject to three separate appeals to various courts. **Artisan Group** purchased the property and subsequently sold the property on Dec. 14, 2024 to Alvarez Restoration LLC. **Gabriel Alvarez** successfully rehabbed another Davidhizar property and has already pulled permits to remodel 214 East Clinton.

Deputy Mayor Brinson swore in **Gabriel Alvarez** and Craig Blough. Alvarez shared a memo with the Board that outlined his intention to fully renovate and convert the property at 214 East Clinton Street (see **Attachment #4**). Alvarez said that he plans to fully renovate the property and convert it into a single-family home, all in three months. He said that he already has electricity and water completed in the building, and is currently working on a gas connection, and hopes to meet with inspectors in a few weeks.

Board member Landis asked about the plan for burned timbers in the roof, and Alvarez said that he will likely replace those upon recommendation from the Building Commissioner.

Blough, from Bartel and Company, said he was the auctioneer who sold some of the Davidhizar properties at the Jan. 27 auction. He affirmed the success and strong skills demonstrated by Gabriel Alvarez and Eduardo Pizana.

Shuler recommended the Board schedule the property for review on May 22, 2025.

Landis/Myers made a motion finding the current property status similar to that of the original order but to give the new owner 90 days to demonstrate substantial completion of renovations and to schedule a hearing for May 22, 2025. The motion passed 5-0.

Approval of Civil City and Utility Claims

As all matters before the Board of Public Works & Safety were concluded, Deputy Mayor Brinson and Board member Landis moved to approve Civil City and Utility Claims and adjourn the meeting. The motion passed 5-0.

Adjournment

Deputy Mayor Brinson adjourned the Board of Public Works & Safety meeting at 5:13 p.m.

EXHIBIT #1: *Executive Order 2025-03: Designation of Deputy Mayor Mark Brinson as Acting Executive February 13, 2025*

EXHIBIT #2: *Agreement with The Crossing National, Inc. DBA The Crossing School of Business and Entrepreneurship for Establishment of an Arboriculture/Horticulture Nursery Education Specialist Team per the Sub-Award Grant Agreement Between City of Goshen and American Forests*



EXHIBIT #3: *Lacasa Request for dumpster in front of 112 East Lincoln, the Shoots Building*

EXHIBIT #4: *"Full Renovation and Conversion of Property" memo from Gabriel Alvarez*

APPROVED:

Mayor Gina Leichy

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Jeffery L. Weaver, City of Goshen Deputy Clerk-Treasurer



**Engineering Department
CITY OF GOSHEN**

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

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2024 CCMG ASPHALT PAVING PROJECT
(JN: 2024-0002)**

DATE: February 20, 2025

On February 13, 2025, we received proposals for the above referenced project. Following are the results, including the Alternate:

Phend & Brown - \$4,522,827.00
Niblock Excavating - \$4,649,715.10

The itemized bid tab is attached for your reference.

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

Requested Motion: Approve the Agreement with Phend & Brown for the 2024 CCMG Asphalt Paving project in the amount of \$4,522,827.00.

2024 COMMUNITY CROSSING GRANT MATCH ASPHALT PAVING PROJECT - JN: 2024-0002
MATERIAL BID TAB
BID DUE DATE - FEBRUARY 13, 2025

KERCHER ROAD - VIOLETT RD TO US HWY 33 (2" Mill & Pave)

Item No.	Est. Qty.	Unit	Description	Phend & Brown		Niblock Excavating	
				Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00
2	1	LSUM	Temporary Maintenance of Traffic	\$65,000.00	\$65,000.00	\$90,000.00	\$90,000.00
3	56,325	SYD	Milling, 2.0"	\$2.40	\$135,180.00	\$2.40	\$135,180.00
4	6,506	SYD	HMA Surface, No. 11, 2.0"	\$82.50	\$536,745.00	\$113.00	\$735,178.00
5	18.8	TON	Asphalt for Tack Coat	\$800.00	\$15,040.00	\$865.00	\$16,262.00
6	10	EA	Reset Castings, All Types	\$2,900.00	\$29,000.00	\$2,200.00	\$22,000.00
7	25	EA	Valve Box Adjustment	\$1,400.00	\$35,000.00	\$1,300.00	\$32,500.00
8	255	LFT	Thermoplastic, White, Stop Bar, 24"	\$15.00	\$3,825.00	\$20.67	\$5,270.85
9	3,135	LFT	Thermoplastic, White, Single Line, 6"	\$3.00	\$9,405.00	\$3.75	\$11,756.25
10	95	LFT	Thermoplastic, Yellow, Single Line, 12" (Add#1)	\$10.00	\$950.00	\$3.70	\$351.50
11	35	LFT	Thermoplastic, White, Single Line, 12" (Add#1)	\$10.00	\$350.00	\$3.70	\$129.50
12	27,020	LFT	Thermoplastic, Yellow, Single Line, 6"	\$2.25	\$60,795.00	\$2.75	\$74,305.00
13	100	EA	Thermoplastic, White, Arrow	\$150.00	\$15,000.00	\$325.00	\$32,500.00
14	2	EA	Thermoplastic, White, RR Crossing	\$1,000.00	\$2,000.00	\$1,450.00	\$2,900.00
15	712	LFT	Thermoplastic, White, Continental Crossing	\$15.00	\$10,680.00	\$20.25	\$14,418.00
16	1	LSUM	Traffic Loop Replacement	\$73,500.00	\$73,500.00	\$57,500.00	\$57,500.00
SUBTOTAL:					\$1,017,470.00		\$1,290,251.10

PLYMOUTH AVE. - MAIN ST TO US HWY 33 (Full Depth)

Item No.	Est. Qty.	Unit	Description	Phend & Brown		Niblock Excavating	
				Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$25,000.00	\$25,000.00	\$25,500.00	\$25,500.00
2	1	LSUM	Construction Engineering	\$27,000.00	\$27,000.00	\$4,000.00	\$4,000.00
3	1	LSUM	Temporary Maintenance of Traffic	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00
4	1	LSUM	Erosion Control	\$14,000.00	\$14,000.00	\$8,000.00	\$8,000.00
5	10,362	SYD	Pavement Removal (All Types)	\$14.00	\$145,068.00	\$9.50	\$98,439.00
6	4,080	SYD	Milling, 2.0"	\$2.75	\$11,220.00	\$2.30	\$9,384.00
7	665	LFT	Curb Removal (All Types)	\$16.00	\$10,640.00	\$12.00	\$7,980.00
8	575	SYD	Sidewalk Removal (All Types)	\$22.00	\$12,650.00	\$34.00	\$19,550.00
9	2	EA	Mailbox Relocation	\$205.00	\$410.00	\$400.00	\$800.00
10	100	CYD	Common Excavation (Undistributed)	\$34.00	\$3,400.00	\$45.00	\$4,500.00
11	100	CYD	B-Borrow (Undistributed)	\$84.00	\$8,400.00	\$65.00	\$6,500.00
12	1	LSUM	Linear Grading and Roadway Prep	\$9,500.00	\$9,500.00	\$85,000.00	\$85,000.00
13	540	LFT	Concrete, Curb (All Types)	\$60.00	\$32,400.00	\$45.00	\$24,300.00
14	575	SYD	Concrete Sidewalk, 4" (Undistributed)	\$118.00	\$67,850.00	\$180.00	\$103,500.00
15	325	SYD	ADA Ramp with Truncated Domes (27 ea)	\$330.00	\$107,250.00	\$225.00	\$73,125.00
16	60	SYD	ADA Ramp w/o Truncated Domes (17 ea)	\$315.00	\$18,900.00	\$350.00	\$21,000.00
17	900	TON	HMA Surface, No. 11, 1.5"	\$98.00	\$88,200.00	\$129.50	\$116,550.00
18	1,200	TON	HMA Binder, No. 8, 2.0"	\$87.00	\$104,400.00	\$101.00	\$121,200.00
19	2,508	TON	HMA Base, No. 5, 4.0"	\$81.00	\$203,148.00	\$87.00	\$218,196.00
20	3.9	TON	Asphalt for Tack Coat	\$800.00	\$3,120.00	\$1,950.00	\$7,605.00
21	3,770	TON	Crushed / Recycled Concrete No. 53	\$34.00	\$128,180.00	\$40.00	\$150,800.00
22	10,362	SYD	Geogrid, Tensar NX750	\$9.00	\$93,258.00	\$8.50	\$88,077.00
23	30	EA	Reset Castings, All Types	\$2,500.00	\$75,000.00	\$2,000.00	\$60,000.00
24	1	LSUM	Traffic Loop Replacement	\$13,500.00	\$13,500.00	\$22,500.00	\$22,500.00
25	150	LFT	Thermoplastic, White, Stop Bar, 24"	\$15.00	\$2,250.00	\$20.50	\$3,075.00
26	4,200	LFT	Thermoplastic, White, Single Line, 4"	\$2.00	\$8,400.00	\$2.25	\$9,450.00
27	980	LFT	Thermoplastic, White, Single Line, 6"	\$5.00	\$4,900.00	\$2.75	\$2,695.00
28	6,925	LFT	Thermoplastic, Yellow, Single Line, 4"	\$2.00	\$13,850.00	\$2.25	\$15,581.25
29	2	EA	Thermoplastic, White, Arrow	\$150.00	\$300.00	\$325.00	\$650.00
30	2	EA	Thermoplastic, White, RR Crossing	\$1,000.00	\$2,000.00	\$1,600.00	\$3,200.00
31	81	LFT	Thermoplastic, White, Continental Crossing	\$15.00	\$1,215.00	\$20.25	\$1,640.25
32	1	LSUM	Landscape Restoration	\$28,000.00	\$28,000.00	\$42,000.00	\$42,000.00
SUBTOTAL:					\$1,313,409.00		\$1,394,797.50

VANGILST DR - MICHIGAN ST to ALFALFA ST


Item No.	Est. Qty.	Unit	Description	Phend & Brown		Niblock Excavating	
				Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$9,500.00	\$9,500.00	\$14,000.00	\$14,000.00
2	1	LSUM	Construction Engineering	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
3	1	LSUM	Temporary Maintenance of Traffic	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00
4	1	LSUM	Erosion Control	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00
5	7,296	SYD	Pavement Removal (All Types)	\$12.00	\$87,552.00	\$5.50	\$40,128.00
6	25	SYD	Sidewalk Removal (All Types)	\$42.00	\$1,050.00	\$33.50	\$837.50
7	25	LFT	Concrete Removal, Curb (All Types)	\$18.00	\$450.00	\$35.00	\$875.00
8	100	CYD	Common Excavation (Undistributed)	\$34.00	\$3,400.00	\$40.00	\$4,000.00
9	100	CYD	B-Borrow (Undistributed)	\$84.00	\$8,400.00	\$60.00	\$6,000.00
10	1	LSUM	Linear Grading and Roadway Prep	\$5,500.00	\$5,500.00	\$40,000.00	\$40,000.00
11	25	LFT	Concrete, Curb, All Types	\$78.00	\$1,950.00	\$100.00	\$2,500.00
12	25	SYD	Concrete Sidewalk, 4" (Undistributed)	\$118.00	\$2,950.00	\$80.00	\$2,000.00
13	20	SYD	ADA Ramp with Truncated Domes	\$295.00	\$5,900.00	\$275.00	\$5,500.00
14	636	TON	HMA Surface, No. 11, 1.5"	\$97.00	\$61,692.00	\$120.00	\$76,320.00
15	1,690	TON	HMA Base, No. 5, 4.0"	\$77.00	\$130,130.00	\$89.00	\$150,410.00
16	2.5	TON	Asphalt for Tack Coat	\$800.00	\$2,000.00	\$1,000.00	\$2,500.00
17	1,786	TON	Crushed / Recycled Concrete No. 53	\$35.00	\$62,510.00	\$41.00	\$73,226.00
18	7,296	SYD	Geogrid, Tensar NX750-FG	\$9.00	\$65,664.00	\$7.50	\$54,720.00
19	1	LSUM	Reset Castings, All Types (Undistributed)	\$9,500.00	\$9,500.00	\$2,600.00	\$2,600.00
SUBTOTAL:					\$491,648.00		\$487,616.50

ALTERNATE - KERCHER ROAD - STRUCTURE REPLACEMENT

Item No.	Est. Qty.	Unit	Description	Phend & Brown		Niblock Excavating	
				Unit Price	Amount	Unit Price	Amount
1	62	EA	INDOT Inlet, Type B	\$11,300.00	\$700,600.00	\$11,750.00	\$728,500.00
2	30	EA	INDOT Inlet, Type C	\$11,300.00	\$339,000.00	\$11,850.00	\$355,500.00
3	3	EA	INDOT Inlet, Type R	\$11,300.00	\$33,900.00	\$11,950.00	\$35,850.00
4	1	EA	INDOT Inlet, Type M	\$11,300.00	\$11,300.00	\$11,950.00	\$11,950.00
5	5	EA	INDOT Casting, 15 (Undistributed)	\$3,900.00	\$19,500.00	\$2,050.00	\$10,250.00
6	2	EA	INDOT Casting, 13 (Undistributed)	\$3,500.00	\$7,000.00	\$1,950.00	\$3,900.00
7	20	EA	Remortar Pipe into Structure (Undis. In addition)	\$11,400.00	\$228,000.00	\$1,350.00	\$27,000.00
8	1	EA	Reset Casting	\$1,000.00	\$1,000.00	\$3,200.00	\$3,200.00
9	1,000	LFT	Curb & Gutter, 24"	\$150.00	\$150,000.00	\$170.00	\$170,000.00
10	10	SYD	Concrete Flatwork, Plain, 9" (Comm. Drive)	\$380.00	\$3,800.00	\$550.00	\$5,500.00
11	400	TON	Compacted Aggregate, No. 8 Limestone	\$70.00	\$28,000.00	\$70.00	\$28,000.00
12	160	TON	Compacted Aggregate, No. 53, Type O	\$270.00	\$43,200.00	\$65.00	\$10,400.00
13	1	LSUM	Landscape Restoration	\$135,000.00	\$135,000.00	\$87,000.00	\$87,000.00
ALTERNATE SUBTOTAL:					\$1,700,300.00		\$1,477,050.00

TOTAL BASE BID:		\$2,822,527.00	\$3,172,665.10
TOTAL BASE BID + ALTERNATE:		\$4,522,827.00	\$4,649,715.10

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


 Dustin Sailor, P.E.
 Director of Public Works
 City of Goshen, Indiana

2.17.25
 Date



**CITY OF GOSHEN, INDIANA
CONTRACT FOR PUBLIC WORKS PROJECT**

PROJECT: Community Crossings Matching Grant Asphalt Paving Project

PROJECT NUMBER: 2024-2

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT ("Contract") is entered into on _____, 2025, which is date of the last signature set forth on the signature page, by and between **Phend & Brown, Inc.** ("Contractor"), whose mailing address is PO Box 150, Milford, IN 46542, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

1. Component Parts of this Contract.

(A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:

- (1) City of Goshen, Indiana Specifications and Contract Documents for the public works Project and Project Number set forth in the heading above.
- (2) Contractor's Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
- (3) Notice to Proceed issued by City to Contractor.
- (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
- (5) Contractor's performance bond, payment bond, and maintenance bond.
- (6) Contractor's certificate of insurance.

The above documents are specifically incorporated into this Contract by reference.

(B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Contract, and any Amendments and/or change orders;
- (2) The Specifications and Contract Documents; and
- (3) Contractor's Proposal.

2. Duties of Contractor.

(A) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.

(B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.

(C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project

are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin work on the Project upon receiving a written notice to proceed from City, and as soon as practical in proper weather conditions.
- (C) Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall substantially complete work on the Project by **October 31, 2025**.

“Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.

- (D) If Contractor does not substantially complete the Project within the time period set forth in paragraph (C), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time period set forth in paragraph (C), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Three Hundred Dollars (\$300) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

4. **Compensation.**

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

Base Bid

Kercher Road from Violet Road to US Hwy 33 (2” Mill & Pave)	\$1,017,470.00
Plymouth Avenue from Main Street to US Hwy 33 (Full-Depth and Mill & Pave).....	\$1,313,409.00
VanGilst Drive from Michigan Street to Alfaifa Street	\$491,648.00
Total Base Bid	\$2,822,527.00

Bid Alternate (Addendum #1)

Kercher Road Structure Replacement.....	\$1,700,300.00
Total Compensation	\$4,522,827.00

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

5. **Payment and Retainage.**

- (A) Upon receipt of a detailed invoice, City shall pay Contractor as work progresses on the Project based on the dollar value of work satisfactorily completed in accordance with the Specifications

and Contract Documents. Partial payment(s) under this Contract will be made no more frequently than once every thirty (30) days.

- (B) In accordance with Indiana Code § 36-1-12-13 and 14, City shall withhold payment of money 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, an amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- (D) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (E) Contractor shall submit to City the detailed invoice(s) along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528
Email is also acceptable at Engineering@goshencity.com.
- (F) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice, except for final payment under paragraph (D). If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (G) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts or otherwise correct any work.
- (H) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

6. Payment Bond.

- (A) Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the public work Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.

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

7. Performance Bond.

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

8. Construction Schedule.

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Proposal for approval by City. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) If Contractor fails to adhere to the construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.
- (C) Contractor agrees that no modification to the construction schedule is permitted that will delay the completion of the Project by the substantial completion date without a formal amendment to this Contract.

9. Project Safety.

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any a contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference. The cost for trench safety systems, if required, shall be paid for as a separate pay item, or if not a separate pay item, in the pay item of the principal work with which the safety systems are associated.

10. Materials and Workmanship; Inspection.

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

- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- (D) City shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

11. **Warranty; Maintenance Bond.**

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- (D) 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.
- (E) The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specifications and Contract Documents. Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (F) The maintenance bond shall not be released until three (3) years after the acceptance of the work by City.

12. **Independent Contractor.**

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

payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

13. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier 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 matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
 - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
 - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
 - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
 - (4) That this Contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

14. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (E) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be

verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.

(F) This section shall also apply to a contractor in any contractor tier.

15. **Employee Drug Testing Program.**

(A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 as described in Contractor's written plan submitted with their proposal.

(B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.

(C) This section also applies to a contractor in any contractor tier.

16. **Contractor Compliance with Other Laws.**

(A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:

(1) A contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.

(2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).

(3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.

(4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.

(5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.

(B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

(C) This section shall also apply to a contractor in any contractor tier.

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

18. **Insurance.**

(A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.

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

- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (4) Excess Umbrella Coverage - \$4,000,000 each occurrence
- 19. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. 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) days from receipt of the notice of the Force Majeure Event, 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.
- 20. **Default.**
 - (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
 - (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than thirty (30) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
 - (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

21. **Termination.**
- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
 - (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
 - (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
22. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
23. **Change Orders.**
- (A) If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
 - (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
 - (C) Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.
24. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.
25. **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.
26. **Applicable Laws.**
- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
 - (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
 - (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.
27. **Miscellaneous.**
- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
 - (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

- (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
 - (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
28. **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.
29. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.
- City: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson St., Suite 2
 Goshen, IN 46528
 Email: Legal@goshencity.com
- Contractor: Phend & Brown, Inc.
 Attention: Brent A. Lamb
 PO Box 150
 Milford, IN 46542
 Email: balamb@phend-brown.com
30. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
31. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

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

Phend & Brown, Inc.

 Gina M. Leichty, Mayor
 Date: _____

 Printed: _____
 Title: _____
 Date: _____

CITY OF GOSHEN, INDIANA
 2024-2 COMMUNITY CROSSING MATCHING GRANT ASPHALT PAVING PROJECT
 PROJECTION NUMBER 2024-0062

WORK ITEMS

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

Contractor Name: Phend & Brown, Inc.

Kercher Road Violet Road to U.S. Hwy. 33 (2" Mill & Pave)

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
1	Mobilization and Demobilization	1	LSUM	\$25,000.00	\$25,000.00
2	Temporary Maintenance of Traffic	1	LSUM	\$65,000.00	\$65,000.00
3	Milling, 2.0"	56,325	SYD	\$2.40	\$135,180.00
4	HMA Surface, No. 11, 2.0"	6,506	TONS	\$82.50	\$536,745.00
5	Asphalt for Tack Coat	18.8	TONS	\$800.00	\$15,040.00
6	Reset Castings, All Types	10	EA	\$2,900.00	\$29,000.00
7	Valve Box Adjustment	25	EA	\$1,400.00	\$35,000.00
8	Thermoplastic, White, Stop Bar, 24"	255	LFT	\$15.00	\$3,825.00
9	Thermoplastic, White, Single Line, 6"	3,135	LFT	\$3.00	\$9,405.00
10	Thermoplastic, Yellow, Single Line, 12" (Add#1)	95	LFT	\$10.00	\$950.00
11	Thermoplastic, White, Single Line, 12" (Add#1)	35	LFT	\$10.00	\$350.00
12	Thermoplastic, Yellow, Single Line, 6"	27,020	LFT	\$2.25	\$60,795.00
13	Thermoplastic, White, Arrow	100	EA	\$150.00	\$15,000.00
14	Thermoplastic, White, RR Crossing	2	EA	\$1,000.00	\$2,000.00
15	Thermoplastic, White, Continental Crossing	712	LFT	\$15.00	\$10,680.00
16	Traffic Loop Replacement	1	LSUM	\$73,500.00	\$73,500.00
Subtotal=				\$1,017,470.00	

CITY OF GOSHEN, INDIANA
2024-2 COMMUNITY CROSSING MATCHING GRANT ASPHALT PAVING PROJECT
PROJECTION NUMBER 2024-0002

WORK ITEMS

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

Plymouth Avenue - Main Street to U.S. Hwy. 33 (Full-depth and Mill & Pave)

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
1	Mobilization and Demobilization	1	LSUM	\$25,000.00	\$25,000.00
2	Construction Engineering	1	LSUM	\$27,000.00	\$27,000.00
3	Temporary Maintenance of Traffic	1	LSUM	\$50,000.00	\$50,000.00
4	Erosion Control	1	LSUM	\$14,000.00	\$14,000.00
5	Pavement Removal (All Types)	10,362	SYD	\$14.00	\$145,068.00
6	Milling, 2.0"	4,080	SYD	\$2.75	\$11,220.00
7	Curb Removal (All Types)	665	LFT	\$16.00	\$10,640.00
8	Sidewalk Removal (All Types)	575	SYD	\$22.00	\$12,650.00
9	Mailbox Relocation	2	EA	\$205.00	\$410.00
10	Common Excavation (Undistributed)	100	CYD	\$34.00	\$3,400.00
11	B-Borrow (Undistributed)	100	CYD	\$84.00	\$8,400.00
12	Linear Grading and Roadway Prep	1	LSUM	\$9,500.00	\$9,500.00
13	Concrete, Curb (All Types)	540	LFT	\$60.00	\$32,400.00
14	Concrete Sidewalk, 4" (Undistributed)	575	SYD	\$118.00	\$67,850.00
15	ADA Ramp with Truncated Domes (27 ea)	325	SYD	\$330.00	\$107,250.00
16	ADA Ramp w/o Truncated Domes (17 ea)	60	SYD	\$315.00	\$18,900.00
17	HMA Surface, No. 11, 1.5"	900	TONS	\$98.00	\$88,200.00
18	HMA Binder, No. 8, 2.0"	1,200	TONS	\$87.00	\$104,400.00

**CITY OF GOSHEN, INDIANA
2024-2 COMMUNITY CROSSING MATCHING GRANT ASPHALT PAVING PROJECT
PROJECTION NUMBER 2024-0002**

WORK ITEMS

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

19	HMA Base, No. 5, 4.0"	2,508	TONS	\$81.00	\$203,148.00
20	Asphalt for Tack Coat	3.9	TONS	\$800.00	\$3,120.00
21	Crushed/Recycled Concrete No. 53	3,770	TONS	\$34.00	\$128,180.00
22	Geogrid, Tensar NX750	10,362	SYD	\$9.00	\$93,258.00
23	Reset Castings, All Types	30	EA	\$2,500.00	\$75,000.00
24	Traffic Loop Replacement	1	LSUM	\$13,500.00	\$13,500.00
25	Thermoplastic, White, Stop Bar, 24"	150	LFT	\$15.00	\$2,250.00
26	Thermoplastic, White, Single Line, 4"	4,200	LFT	\$2.00	\$8,400.00
27	Thermoplastic, White, Single Line, 6"	980	LFT	\$5.00	\$4,900.00
28	Thermoplastic, Yellow, Single Line, 4"	6,925	LFT	\$2.00	\$13,850.00
29	Thermoplastic, White, Arrow	2	EA	\$150.00	\$300.00
30	Thermoplastic, White, RR Crossing	2	EA	\$1,000.00	\$2,000.00
31	Thermoplastic, White, Continental Crossing	81	LFT	\$15.00	\$1,215.00
32	Landscape Restoration	1	LSUM	\$28,000.00	\$28,000.00
Subtotal=				\$1,313,409.00	

CITY OF GOSHEN, INDIANA
 2024-2 COMMUNITY CROSSING MATCHING GRANT ASPHALT PAVING PROJECT
 PROJECTION NUMBER 2024-0002

WORK ITEMS

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

VanGilst Drive - Michigan Street to Alfalfa Street

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
1	Mobilization and Demobilization	1	LSUM	\$9,500.00	\$9,500.00
2	Construction Engineering	1	LSUM	\$1,500.00	\$1,500.00
3	Temporary Maintenance of Traffic	1	LSUM	\$20,000.00	\$20,000.00
4	Erosion Control	1	LSUM	\$12,000.00	\$12,000.00
5	Pavement Removal (All Types)	7,296	SYD	\$12.00	\$87,552.00
6	Sidewalk Removal (All Types)	25	SYD	\$42.00	\$1,050.00
7	Concrete Removal, Curb (All Types)	25	LFT	\$18.00	\$450.00
8	Common Excavation (Undistributed)	100	CYD	\$34.00	\$3,400.00
9	B-Borrow (Undistributed)	100	CYD	\$84.00	\$8,400.00
10	Linear Grading and Roadway Prep	1	LSUM	\$5,500.00	\$5,500.00
11	Concrete, Curb, All Types	25	LFT	\$78.00	\$1,950.00
12	Concrete Sidewalk, 4" (Undistributed)	25	SYD	\$118.00	\$2,950.00
13	ADA Ramp with Truncated Domes	20	SYD	\$295.00	\$5,900.00
14	HMA Surface, No. 11, 1.5"	636	TONS	\$97.00	\$61,692.00
15	HMA Base, No. 5, 4.0"	1,690	TONS	\$77.00	\$130,130.00
16	Asphalt for Tack Coat	2.5	TONS	\$800.00	\$2,000.00
17	Crushed/Recycled Concrete No. 53	1,786	TONS	\$35.00	\$62,510.00
18	Geogrid, TENSAR NX750-FG	7,296	SYD	\$9.00	\$65,664.00

CITY OF GOSHEN, INDIANA
 2024-2 COMMUNITY CROSSING MATCHING GRANT ASPHALT PAVING PROJECT
 PROJECTION NUMBER 2024-0002

WORK ITEMS

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

19	Reset Castings, All Types (Undistributed)	1	LSUM	\$9,500.00	\$9,500.00
			Subtotal=	\$491,648.00	
			Total Base Bid=	\$2,822,527.00	

CITY OF GOSHEN, INDIANA
 2024-2 COMMUNITY CROSSING MATCHING GRANT ASPHALT PAVING PROJECT
 PROJECTION NUMBER 2024-0002

WORK ITEMS

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

Contractor Name: Phend & Brown, Inc.

Kercher Road - Bid Alternate for Structure Replacement (Add#1)

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
1	INDOT Inlet, Type B	62	EA	\$11,300.00	\$700,600.00
2	INDOT Inlet, Type C	30	EA	\$11,300.00	\$339,000.00
3	INDOT Inlet, Type R	3	EA	\$11,300.00	\$33,900.00
4	INDOT Inlet, Type M	1	EA	\$11,300.00	\$11,300.00
5	INDOT Casting, 15 (Undistributed)	5	EA	\$3,900.00	\$19,500.00
6	INDOT Casting, 13 (Undistributed)	2	EA	\$3,500.00	\$7,000.00
7	Remortar Pipe into Structure (Undistributed - In addition to replacement structures)	20	EA	\$11,400.00	\$228,000.00
8	Reset Casting	1	EA	\$1,000.00	\$1,000.00
9	Curb & Gutter, 24"	1,000	LFT	\$150.00	\$150,000.00
10	Concrete Flatwork, Plain, 9" (Commercial Driveway)	10	SYD	\$380.00	\$3,800.00
11	Compacted Aggregate, No. 8 Limestone	400	TONS	\$70.00	\$28,000.00
12	Compacted Aggregate, No. 53, Type O	160	TONS	\$270.00	\$43,200.00
13	Landscape Restoration	1	LSUM	\$135,000.00	\$135,000.00
Subtotal=				\$1,700,300.00	