



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 20, 2025 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley
Absent:

CALL TO ORDER: Mayor Gina Leichty called the meeting to order at 4:13 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the draft minutes of the Feb. 13, 2025 Regular Meeting as prepared by Deputy Clerk-Treasurer Jeffery Weaver. Board Member Barb Swartley made a motion to approve the minutes as presented. Board member Mike Landis seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Swartley made a motion to approve the agenda as presented. Board member Landis seconded the motion. The motion passed 5-0.

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

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve an agreement with Phend & Brown for the 2024 Community Crossing Matching Grant Asphalt Paving project.

In a Feb. 20, 2025 memorandum to the Board, **Sailor** wrote that on Feb. 13, 2025, the City received proposals for the 2024 Community Crossing Matching Grant Asphalt Paving project. These were the results, including the alternate:

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

After the bids were received, **Sailor** said an error was discovered in the quantity of Line Item No. 17 in the Plymouth Avenue bid. The quantity should have been 1,350 TON, not the 900 TON in the bid documents. At \$98 per TON, this will add \$44,100 to the contract price. He provided revised documents for the Board (**EXHIBIT #1**).

Sailor also mentioned that it was recently discovered that the City's 96 stormwater structures along Kercher Road were severely damaged and will need to be replaced at a cost of \$1.7 million aside from the paving project.

Sailor asked the Board to award the contract to Phend & Brown as the lowest responsive and responsible bidder, including the \$44,100.00 added for Plymouth Avenue Line Item 17.

Swartley/Landis made a motion to approve the agreement with Phend & Brown for the 2024 Community Crossing Matching Grant Asphalt Paving project in the amount of \$4,566,927. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:17 p.m. There were no comments.

Approval of Civil City and Utility Claims

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

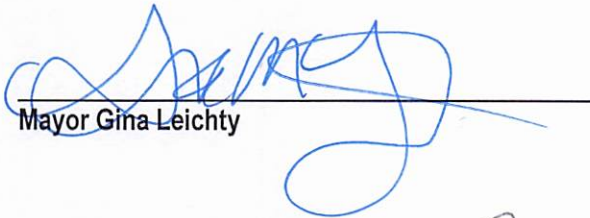
Adjournment

Mayor Leichty adjourned the Board of Public Works & Safety meeting at 4:18 p.m.

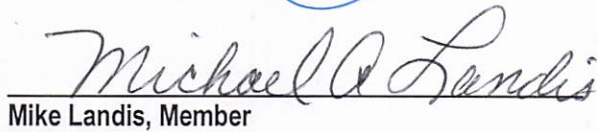


EXHIBIT #1: Revised documents for agenda item #1, Approve the agreement with Phend & Brown for the 2024 Community Crossing Matching Grant Asphalt Paving project in the amount of \$4,522,82. The revision corrects an error in the quantity of Line Item No. 17 in the Plymouth Avenue bid. The quantity should have been 1,350 TON, not the 900 TON in the bid documents. At \$98 per ton, this will add \$44,100 to the contract price.

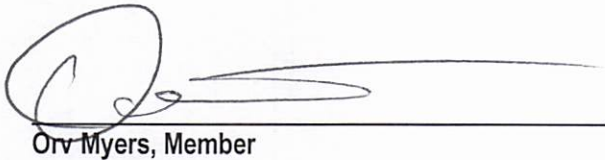
APPROVED:



Mayor Gina Leichty



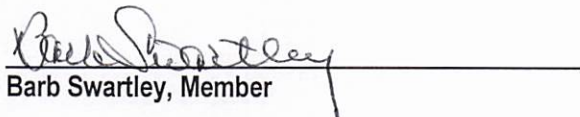
Mike Landis, Member



Orv Myers, Member

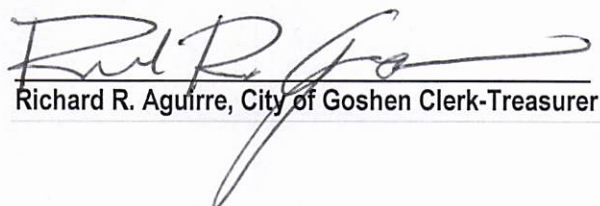


Mary Nichols, Member



Barb Swartley, Member

ATTEST:



Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #1



**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: **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.

Post-Bid, an error in the quantity of Line Item No. 17 in the Plymouth Avenue bid was noticed. The quantity should be 1350 TON, not the 900 TON in the bid documents. At \$98.00 per TON, this adds \$44,100.00 to the Contract price.

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, including the \$44,100.00 added for Plymouth Avenue Line Item 17.

Requested Motion: Approve the Agreement with Phend & Brown for the 2024 CCMG Asphalt Paving project in the amount of \$4,566,927.00.

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)				Phend & Brown		Niblock Excavating	
Item No.	Est. Qty.	Unit	Description	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:				\$73,500.00	\$1,017,470.00	\$57,500.00	\$1,290,251.10

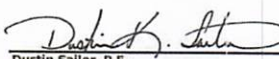
PLYMOUTH AVE. - MAIN ST TO US HWY 33 (Full Depth)				Phend & Brown		Niblock Excavating	
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$25,000.00	\$25,000.00	\$25,500.00	\$25,500.00
2	1	LSUM	Construction Engineering	\$27,000.00	\$27,000.00	\$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 Grating 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:				\$28,000.00	\$1,313,409.00	\$42,000.00	\$1,394,797.50

VANGILST DR - MICHIGAN ST to ALFALFA ST				Phend & Brown		Niblock Excavating	
Item No.	Est. Qty.	Unit	Description	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	635	TON	HMA Surface, No. 11, 1.5"	\$97.00	\$61,692.00	\$120.00	\$76,200.00
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:				\$9,500.00	\$491,648.00	\$2,600.00	\$487,616.50

ALTERNATE - KERCHER ROAD - STRUCTURE REPLACEMENT				Phend & Brown		Niblock Excavating	
Item No.	Est. Qty.	Unit	Description	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:				\$135,000.00	\$1,700,300.00	\$87,000.00	\$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 Sallor, 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.
- (B) City and Contractor agree to an amended estimated quantity of 1,350 tons at \$98.00 per ton for line item 17, HMA Surface, No. 11, 1.5”, under the Plymouth Avenue from Main Street to US Hwy 33 portion of the Project. This increases the Base Bid of \$1,313,409.00 for Plymouth Avenue from Main Street to US Hwy 33 (Full-Depth and Mill & Pave) as set forth on the Contractor’s itemized proposal by \$44,100.00 to \$1,357,509.00.
- (C) 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) (as amended under paragraph (B))	\$1,357,509.00
VanGilst Drive from Michigan Street to Alfalfa Street	<u>\$491,648.00</u>
Total Base Bid	\$2,866,627.00

Bid Alternate (Addendum #1)

Kercher Road Structure Replacement.....	<u>\$1,700,300.00</u>
Total Compensation	<u>\$4,566,927.00</u>

- (D) 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. Leichy, Mayor
 Date: _____

 Printed: _____
 Title: _____
 Date: _____

**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 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

Item No. 17, HMA Surface, No. 11, 1.5", estimated quantity changed to 1,350 tons at unit cost of \$98.00 per ton increasing by \$44,100.00 for total cost of \$132,300.00

**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

Subtotal increased \$44,100.00 to \$1,357,509.00

**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.**

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	