



City of Goshen Board of Public Works & Safety Board

Claims Review & Approval Meeting Agenda

4:00 p.m., October 16, 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: *No minutes available*

Approval of Agenda

1) Engineering Department request: Award and authorize the Mayor to execute the Contract for the paving of Parking Lot 'Q' with R&R Asphalt LLC in the amount of \$40,655

2) Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during CCMG application

Privilege of the Floor (opportunity for public comment)

Approval of Civil City and Utility Claims

Adjournment

Link to the archived recordings – organized in a playlist by meeting:
<https://www.youtube.com/@cityofgoshenindiana2605/playlists>



**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: **APPROVE CONTRACT FOR THE PAVING OF PARKING LOT 'Q'**
JN: 2023-0024

DATE: October 16, 2025

The Engineering Department requested quotes from six contractors for the paving of Parking Lot 'Q'. The quotes were received on October 14, 2025. Following are the results:

Five Star Sealcoating – No Quote Received
Milestone Construction – No Quote Received
Niblock Excavating – No Quote Received
R&R Asphalt LLC – \$40,655.00
Rieth-Riley Construction – \$66,450.00
Walt's Paving – \$42,500.00

The Engineering Department requests the contract be awarded to the lowest responsive and responsible bidder, R&R Asphalt LLC, in the amount of \$40,655.00 .

Requested Motion: Award and authorize the Mayor to execute the Contract for the paving of Parking Lot 'Q' with R&R Asphalt LLC in the amount of \$40,655.00 .

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: Parking Lot Q Paving Project
PROJECT NUMBER: 2023-0024

THIS CONTRACT ("Contract") is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, (the "Effective Date"), by and between **R & R Asphalt LLC** ("Contractor"), whose address is 1051 E Winona Ave, Warsaw, IN 46580, 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, City and Contractor agree as follows:

1. Scope of Work.

- (A) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as "Project") in accordance with the Specifications that are made a part of and attached to this Contract. The Project includes paving approximately 953 square yards of hot mix asphalt surface of City Parking Lot Q located in the 200-block of North Main Street, Goshen (between 206 and 212 North Main Street).
- (B) For the purposes of this Contract and the attached Specifications, all services to be performed by Contractor for the Project shall be referred to as the "Work." The Work includes, but is not limited to, providing all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in the Specifications.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

2. Effective Date; Term.

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor (the "Effective Date").
- (B) Contractor shall begin Work on the Project immediately, but not before October 17, 2025.
- (C) Contractor shall carry out all Work on the Project expeditiously with adequate work forces and shall complete all Work on the Project by November 7, 2025.

3. Compensation.

- (A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract based on the Contractor's established unit prices for the work items listed below. The quantities

shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project.

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	1.5" HMA Surface, 9.5 mm	82	TON	\$ 200.00	\$ 16,400.00
2	3.0" HMA Surface, 19.0 mm	147	TON	\$ 165.00	\$ 24,255.00
Total (Estimated) Project Cost:					\$ 40,655.00

- (B) Contractor will be responsible for all expenses incurred in the performance of Work under this Contract. Compensation paid to Contractor is in full consideration for any Work performed and any expenses incurred while performing said Work.

4. **Payment.**

- (A) City shall compensate Contractor based on the dollar value of Work satisfactorily completed in accordance with the unit prices set forth in Section 3, Compensation. The payment amount shall be subject to the City's verification of actual quantities. As a condition of payment, all Work performed under this Contract must comply with all requirements of the Contract and is subject to the City's inspection and acceptance. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Contract.
- (B) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before final payment is made.
- (C) Contractor shall submit to City a detailed invoice along with proof of payment for labor, services 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, Suite 1
Goshen, IN 46528
Email is also acceptable at engineering@goshencity.com
- (D) City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be deemed made on the date of mailing the check.
- (E) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Contract.

- (F) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

5. **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 - \$2,000,000 each occurrence

6. **Indemnification.** Contractor shall indemnify, defend, and hold harmless City 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, employees, and subcontractors 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.

7. **Independent Contractor.**

- (A) Contractor enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. This Contract does not in any way create any type of partnership, association, joint venture, or other business relationship. Contractor agrees that Contractor and any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor, and such employees, agents or subcontractors are not and will not become employees, agents or subcontractors of City while this Contract is in effect.
- (B) Contractor shall be solely 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.
- (C) Contractor shall provide all necessary unemployment and workers' compensation insurance, and any other insurance on Contractor and Contractor's employees, agents or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding the reporting of compensation earned and the payment of all income taxes. City will not withhold from any compensation paid any amounts for federal, state or local income taxes.

8. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Contractor and all subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any 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.
9. **Employment Eligibility Verification.**
- (A) In accordance with Indiana Code § 22-5-1.7 et seq., by execution of this Contract, Contractor affirms under the penalties for perjury that Contractor does not knowingly employ an unauthorized alien.
 - (B) Contractor further agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
 - (C) 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.
 - (D) Contractor shall require all subcontractors that 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.
 - (E) 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.
10. **Contracting with Relatives.** Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, by execution of this Contract, Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Contract.
11. **No Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
12. **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 affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not

been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.

13. **Funding Cancellation.** Should the City's Common Council make a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Work under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. **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 seven (7) 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 the Specifications.
 - (7) The Contract or any rights, monies or claims are assigned by Contractor without the consent of the City.

15. **Termination.**

- (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City, or October 10, 2025, whichever occurs first, and shall then terminate unless extended in writing by mutual agreement of both parties.
- (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under Section 13, Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.

- (E) Contractor shall be paid for all reasonably satisfactory Work performed and expenses reasonably incurred prior to notice of termination.
- (F) 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.

16. **Subcontracting or Assignment of Contract.**

- (A) 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.
- (B) Contractor shall provide prompt written notice to City of any changes in Contractor's legal name or legal status so that changes may be documented and payments to the successor entity may be made.

17. **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 completion date, being adjusted accordingly. The change order shall be prepared by the licensed 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.

18. **Modifications or Amendments.** Any modification or amendment to the terms and conditions of the Contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

19. **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.

20. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required thereby to be included in this Contract are incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the parties to determine whether the provisions of this Contract require formal modification.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of the Project for City. Failure to do so may be deemed a material breach of Contract.

21. **Governing Law.**

- (A) This Contract shall be construed in accordance with and governed by the laws of the State of Indiana. Any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (B) In the event legal action is brought to enforce or interpret the terms and conditions of this Contract, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

22. **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.

23. **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.

24. **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: Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email: engineering@goshencity.com

with a copy to:

City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528
Email: legal@goshencity.com

Contractor: R & R Asphalt LLC
1051 E Winona Ave.
Warsaw, IN 46580
Email: seth@rnrasphalt.com

25. **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.

26. **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

R & R Asphalt LLC

Gina M. Leichty, Mayor

Date: _____

Printed: _____

Title: _____

Date: _____

CITY OF GOSHEN, INDIANA



SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PROJECT: Parking Lot Q Paving Project

PROJECT NUMBER: 2023-0024

DATE ISSUED: October 7, 2025

PROPOSAL DUE DATE & TIME: October 14, 2025 at 11:00 a.m.

I hereby certify that the specifications and plans were prepared by me or under my direct supervision, and that I am a duly Registered Professional Engineer under the laws of the State of Indiana.



By: Dustin K. Sailor

Dustin Sailor, P.E.
Registered Professional Engineer
State of Indiana No. 10200087

Dated: October 7, 2025

Exhibit A
Site Construction Plans

Public Parking Lot 'Q' Reconstruction COVER SHEET		The City Of Goshen Department of Public Works & Safety Office of Engineering 204 East Jefferson Street, Goshen, Indiana 46526 Phone: 574-933-2201 Fax: 574-933-6525
PROJECT NO./FUND NO. SHEET NO. OF TOTAL SHEETS DATE	PROJECT NO./FUND NO. SHEET NO. OF TOTAL SHEETS DATE	PROJECT NO./FUND NO. SHEET NO. OF TOTAL SHEETS DATE



2. E DRIVE

THE DRIVE

Exhibit B
Specifications

CITY OF GOSHEN, INDIANA
SPECIFICATIONS
FOR
PROJECT: Parking Lot Q Paving Project
PROJECT NUMBER: 2023-0024

1) General.

- a) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as "Project"). The intent of these Specifications is to describe the work required for the Project which includes paving approximately 953 square yards of hot mix asphalt surface of City Parking Lot Q located in the 200-block of North Main Street, Goshen.

City's field service group will have the 953 square yard site fine graded and compacted by Friday, October 17, 2025, after which the City needs the site paved with hot asphalt mix. Additional fine grading may be necessary on a limited basis depending on the time gap between the City work and the Contractor's start date.

To make paving the parking lot easier, the area under the emergency fire escape along the north side of the building will be boxed out for concrete pavement as well as the door stoops along the south building.

- b) For the purposes of these Specifications, all services to be performed by Contractor for the Project shall be referred to as the "Work." The Work includes, but is not limited to, providing all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in these Specifications.
- c) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.
- d) The City of Goshen, Indiana Specifications for this Project and the latest edition of the Indiana Department of Transportation (INDOT) Standard Specifications will apply for this Project. The INDOT Standard Specifications are incorporated by reference. If any provision of the City's Specifications for this Project conflict with the INDOT Standard Specifications, then the City's Specifications for this Project shall take precedence.

- 2) Contractual Terms and Conditions.** The Sample Contract following these Specifications contains the terms and conditions that will be part of the Contract if a Respondent's proposal is accepted by the City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon City's acceptance of a proposal and award of the Contract.

3) Basis of Proposals.

- a) A Respondent's proposal for the Project shall be based on established unit prices for the work items. The quantities for each work item stated on the proposal form are estimates only. The estimated quantities for a work item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparing proposals and determining the lowest cost. A Respondent shall extend unit prices where required. In the event there is an error in the extension of prices, the unit price shall govern.
- b) The actual number of units used in the Project may be more or less than the estimated quantities. Payment to Contractor will be based on the unit prices for the work items and the actual number of units used for that work item. 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.

- c) The price(s) include all costs necessary to provide for all supervision, labor, materials, equipment, services, and other components necessary for, or incidental to, the successful completion of the Project in a timely, professional, and workmanlike manner. The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt.

4) **Contract Term; Progress.**

- a) Contractor shall begin Work on the Project immediately, but not before October 17, 2025. All Work on the Project shall be completed by Friday, November 7, 2025.
- b) Contractor shall maintain the personnel and equipment levels necessary to meet the approved schedule and to complete the Project on or before the end of the Contract term. City recognizes there may be transition periods between scheduled activities, but there should not be a prolonged absence from Work by Contractor. Contractor shall not redirect employees and/or equipment to other projects, nor leave Work on City's Project idle for a period longer than five (5) calendar days without prior written authorization of City.

[Continued next page.]

GENERAL SPECIFICATIONS

- 1) **Site Awareness.** Respondents shall make whatever borings, tests and/or examinations necessary to fully acquaint and satisfy themselves with conditions, so that the Respondent may fully understand the conditions that may be encountered, and which may affect the cost of the Work. Failure to make such borings, tests and/or examinations which do not provide a complete understanding of the conditions encountered shall not relieve the Contractor of the responsibility for carrying out all the Work to completion as shown on the plans, or as specified.
- 2) **Underground Conditions.** The City of Goshen has not performed any sub-surface investigations. The Respondent shall perform any sub-surface investigations as necessary to become familiar with local conditions prior to submitting a proposal. There shall be no compensation for investigation work.
- 3) **Construction Schedule.**
 - a) A Respondent shall submit with their proposal a proposed construction schedule detailing the time frame and order of work.
 - b) The construction schedule shall be based on the assumption of a Contract being awarded on October 16, 2025.
 - c) Once the Contract is awarded, the Contractor shall submit to the City of Goshen Engineering Department for acceptance any proposed adjustments in the construction schedule. Any adjustments shall generally conform to the original construction schedule submitted with the proposal, and such adjustments shall not change the Contract term.
 - d) Contractor agrees to adhere to the approved construction schedule so that all Work under the Project is completed on or before the end of the Contract term.
- 4) **Changes in Work.** The City reserves the right to make any changes in the specifications and plans which may be deemed necessary either before or after beginning any Work under the Contract without invalidating it, provided that if alterations are made, the general character of the Work as a whole is not changed. A change order may be issued by the City to add, delete, or change an item or items in the original Contract, and it will become an addendum to the Contract once approved and signed by both the City and the Contractor. The Contractor shall not be allowed to recover anything for work performed or materials used by reason of any change of this Contract unless a change order is approved and signed by both parties. All additional charges made by the Contractor for such additional work and materials shall be in accordance with the proposal unit pricing and approved change order.
- 5) **Materials and Workmanship.** Unless otherwise stipulated, all workmanship, equipment, materials, and articles incorporated in the Work covered by this Contract are to be new and of the best grade of the respective kinds of for the purpose intended. Materials and work called for in this Contract shall be furnished and performed in accordance with well known, established practice and standards as recognized in the industry. When requested by the City, the Contractor shall furnish to the City for approval full information concerning materials or articles, which it contemplates using in the Project.
- 6) **Work Included.** The work under each item shall include all labor, materials, tools, equipment, supplies, cost of insurance and bonds, other miscellaneous costs, together with all of the work specifically described under each item and other work necessary to complete the project in accordance with the intent of these documents.
- 7) **Hours of Work.** The Contractor shall perform all Work on this Project between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding legal holidays. Contractor shall notify City in advance if Contractor intends to work on a Saturday. Sunday work is not permitted.
- 8) **Inspections.**
 - a) The City's representative shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

- b) The City shall have the right to reject materials and workmanship, which are defective or require correction. If any defects, omissions or nonconformance exist in the work the Contractor agrees to correct the defect, omission or nonconformance after written notice from the City. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the worksite without charge to the City. In the event that the Contractor fails, refuses or neglects to correct the defect, omission or nonconformance, then the City may correct the same and the Contractor agrees to pay on demand the cost and expense of making the correction.

9) **Project and Job Site Safety.**

- a) Contractor shall be solely responsible for maintaining a safe and healthy working environment for all employees, subcontractors, and other personnel engaged in the Work; implementing measures to protect the general public; and preventing damage to and preserving all public and private property affected by the Work. These responsibilities include compliance with all applicable federal, state, and local safety and health regulations, implementation of appropriate protective measures, and immediate correction of any unsafe conditions.
- b) None of the specifications, conditions, plans or terms of the contract between the City and the Contractor shall be construed to impose any responsibility upon the City of Goshen, its employees, inspectors or other agents for the review, determination and/or supervision of job site safety. The construction means, manner and methods remain the sole responsibility of the Contractor. The City shall not be responsible for the failure of the Contractor to provide a safe workplace for the employees, employees of other contractors or the general public.
- c) The City Engineer or their designee's responsibility on the job site is solely to determine compliance with the construction documents, drawings and specifications. The Engineer or their designee's is not authorized by the City nor is he responsible for the construction means, manner and method undertaken by the Contractor nor is he responsible to determine and/or evaluate the job safety of the Project. Job site safety is the sole responsibility of the Contractor.

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

11) **Cooperation.**

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

12) **Utility Locations.**

- a) For protection of underground utilities, Contractor shall call Indiana's Utility Location Service at 811 or (800) 382-5544 a minimum of three working days prior to excavating in the vicinity of utility lines. All participating utility members will thus be routinely notified. This does not relieve

the Contractor of notifying utility owners who may not be part of Indiana's Utility Location Service alert system.

- b) If the odor of natural gas is detected in a work area at any time during the course of Work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of adjacent property. The Contractor shall advise the residents to evacuate their homes immediately if the odor is present within.

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

- 14) **Traffic Control & Accessibility.**

- a) Barricades required for road closures shall be installed by the City of Goshen Street Department and relocated as required. The Contractor shall provide any additional safety measures or controls as required to provide a safe construction zone for the general public.
- b) Road closures for collector and arterial roads require prior approval of the Board of Public Works and Safety. Contractor shall work with Goshen Engineering staff to have road closures approved in advance during the 4:00 p.m. meeting occurring on the first, second and fourth Thursday of the month.

- 15) **Notification by Contractor.** The Contractor shall provide an updated construction schedule to the Goshen Engineering Department prior to performing Work. The City of Goshen will provide notice to the public of road closures or restrictions at the Board of Public Works and Safety meeting one (1) week prior to Work beginning.

[Continued next page.]

PROJECT SPECIFICATIONS

Hot Mix Asphalt (HMA) Pavement.

General Description

The bid price shall include, but not be limited to, all material, equipment, testing, labor, and wedging necessary for the furnishing, laying and compacting of hot mix bituminous asphalt.

General requirement of the current INDOT Standard Specifications, Section 400, shall be applicable to all HMA pavement and related materials specified on plans and called for in these specifications, except as otherwise modified in the plan documents.

HMA pavement shall conform to all applicable specifications in Section 402 of the current INDOT Standard Specifications. The liquid binder shall be PG 58S-28, as implemented by INDOT on September 1, 2024. Coarse aggregate for all HMA pavements shall be "Type B" as required in Section 402.04 of the current INDOT Standard Specifications.

Recycled asphalt pavement (RAP) shall be utilized in compliance with INDOT specifications, but shall not exceed 20% of the total volume.

Installation

The paving contractors shall have parking lot paving experience and have access to the proper equipment required to satisfactorily perform the construction.

Overlapping of longitudinal joints on adjacent asphalt surface lays will not be permitted.

Maximum lift thicknesses shall be as approved by the City.

The Contractor shall be responsible for correcting pavement smoothness defects in the intermediate course, as directed by the City, to avoid smoothness defects in the surface course. The Contractor should plan on placing a string line or chalk line along the face of the buildings consistent with the plan grades and to establish grades conducive for drainage.

Application of tack coat between the intermediate course and surface course shall be incidental to the work.

Pavement Machine

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

Pavement Lift Inspection

The Engineer or their representative shall approve individual bituminous lifts prior to the placement of subsequent lifts. All pavements shall be placed to facilitate drainage.

Job Mix Formula and Testing

Job mix formulas shall be provided by the Contractor, prior to the initiation of work.

The work shall consist of one or more courses of HMA pavement constructed on the prepared foundation in accordance with these specifications and in reasonably close conformance with the lines, grades, thickness, and typical cross sections shown on the plans or established by the City.

Measurement and Payment

The work shall be measured and paid by the TON to the nearest 0.01 TON but shall not exceed 110% of the measured neat line quantity for the specified course. The Contractor shall provide accurate tonnage on individual load tickets using certified scales with automatic ticket printing equipment showing gross truck, tare, and HMA pavement material weight per load. Partial ticket loads shall be measured back and paid as approved by the City where a portion of a load is not used on the project in accordance with the pay item.

Definition of Contract Items

<u>Unit</u>	<u>Description</u>
TON	HMA, Type B, Surface, 9.5 mm
TON	HMA, Type B, Base, 19.0 mm



**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: **COMMUNITY CROSSINGS MATCHING GRANT (CCMG) 2026
FINANCIAL COMMITMENT LETTER (JN: 2026-0002)**

DATE: October 16, 2025

The City of Goshen is preparing to apply for the Community Crossings Matching Grant Fund through INDOT in which we can be awarded up to \$1,000,000. To be eligible for the CCMG application, a Financial Commitment Letter must be signed by Mayor Gina Leichty and submitted with the application, stating that Goshen will meet the financial match requested in the amount of \$1,000,000.

Requested Motion: Move to approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during CCMG application.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member