

CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA

Common Council Chambers

9:00 A.M., Wednesday, November 6, 2024

<https://signin.webex.com/join>

Meeting Number (access code): 2313 821 2622 Meeting password: BOW24

Join by phone: 1-415-655-0001

- I. Roll Call**
- II. Approve Agenda**
- III. Claims & Allowance Docket**
- IV. Minutes Regular Meeting October 15, 2024**
- V. Utilities**
 - a.) Administration
 - Communication on PFAS
 - Wastewater MRO for September 2024
 - Amendment No. 2 with DLZ Indiana, LLC for Benham Water Tower Rehabilitation Project
 - PSA with H&G Services for On-call Services
 - b.) Pretreatment
 - JBS Prepared Foods- Permit 2002-01- Update
 - Five-year Industrial Wastewater Discharge Permit- Yellow Dog Permit #2012-01
 - Five-year Industrial Wastewater Discharge Permit- Lippert Components Plant #72 Permit #98-03
 - Five-year Industrial Wastewater Discharge Permit- MOR/ryde International Permit #2017-01
 - Five-year Industrial Wastewater Discharge Permit- Anderson Silver Plating Permit #85-07
- VI. Engineering**
 - a.) Administration
 - 15 Year CSO LTCP Update
 - Control Measure 3- WWTP Plant Upgrades Phase II- Bid Date Component
 - Control Measure 3- WWTP Plant Upgrades Phase II- Design Component
 - Control Measure 5- Oakland Avenue Project A- Design Component
 - Control Measure 5- Oakland Avenue Project B- Design Component
 - Control Measure 5- Oakland Avenue Control- Bid Date Compliance

- Control Measure 5- Oakland Avenue Project C- Design Component
- Control Measure 5- Oakland Avenue Project D- Design Component
- Control Measure 6- Upper St. Joseph River CSO Control- Design Date Compliance
- Control Measure 6- CSO 39 Sewer Separation- Design Component
- Control Measure 6- Upper St. Joseph River CSO Control- Bid Date Compliance
- PSA with American Structurepoint, Inc.: Public Safety Building at Former Chase Site
- PSA with Wessler Engineering, Inc.: CSO 13 Sewer Separation Project
- Change Order #1 and Final Bid #24-07 2024 Asphalt Crack Sealing
- Request Bid #24-22 Elkhart East Area Public Improvements
- Award Quote #24-29 Bypass Road Drainage Improvements (tabled)
- Amendment No. 3 with Burgess and Niple PSA for Hively Avenue Overpass Water and Sanitary Sewer Relocation Design Services
- Change Order #2 and Final for Bid #23-20 Benham Avenue & Mishawaka Road Multi-use Path
- MACOG Traffic Data Memorandum of Understanding
- Request Bid #25-01 2025 Street Materials Bid
- Request Bid #25-02 2025 On-Call Street and Drainage Construction Services
- Request Bid #25-03 2025 Utilities Materials Bid

b.) Utility

- Change Order #7 for Bid #21-13 Elkhart WWTP Capacity Upgrades Phase II- QA7634 (tabled)
- Ratify Partial SRF Payment #38 to DLZ Indiana, LLC: Oakland Avenue Project B Storage Tank Design
- Ratify Partial SRF Payment #17 to C&E Excavating: Oakland Avenue Forcemain Phase A SA 7878

VII.

New Business

- Request Bid #24-21 City Hall HVAC Improvements
- Council Chamber Audio Video Upgrades Project
- Request Bid #24-23 Council Chamber Audio Video Upgrades
- Request to Purchase New Caterpillar AP1055F Asphalt Paving Machine
- Transfer of Fixed Assets
- Change Order #1 Bid #24-15 Woodland Crossing Roof Replacement

VIII.

Public Participation

IX.

Adjournment

Board of Public Works
CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

October 29, 2024 

JAIME ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$6,966,969.22 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 35 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 6TH DAY OF NOVEMBER 2024 BY:

PRESIDENT _____
MICHAEL C. MACHLAN

VICE PRESIDENT _____
JAMIE ARCE

MEMBER _____
RON DAVIS

MEMBER _____
ROSE RIVERA

MEMBER _____
ANDY JONES

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

Board of Public Works

Accounts Payable Summary 11.6.24

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
2235	MCCRITE MILLING & CONST.C	Milling from Sep 30 through Oct 3	\$ 26,000.00
4425	MOTOROLA SOLUTIONS,INC.	800 MHZ Radios	\$ 26,524.32
7704	RELIANCE STANDARD LIFE INSURANCE CO	GL163180, GL163339, VAI827973, VCI802722, VPL30355	\$ 28,420.20
6103	NUGENT, INC.	METER CHANGE-OUT	\$ 29,742.60
6201	SELGE CONSTRUCTION CO INC	MANHOLE REPLACEMENT	\$ 34,875.00
2235	RIETH-RILEY CONSTRUCTION CO, INC.	Asphalt- 548.21 tons for Wildwood, West Blvd to W.	\$ 37,004.26
6103	MISHAWAKA-F, LLC	2 TRANSITS	\$ 38,978.00
1101	MISHAWAKA-F, LLC	POLICE FORD EXPLORER INTERCEPTORS	\$ 42,600.00
7704	HEALTH RESOURCES	Health Resources	\$ 43,641.42
6203	MISHAWAKA-F, LLC	REPLACE #407	\$ 49,579.00
4451	PIONEER LINES, INC fka PIONEER RAIL CORP	OAK ST RR CROSSING REPAIR	\$ 50,416.60
7704	EVERSIDE HEALTH LLC	Everside Health-	\$ 52,024.47
4445	PIONEER LINES, INC fka PIONEER RAIL CORP	CASSOPOLIS ST RR CROSSING REPAIR	\$ 53,547.77
4451	PIONEER LINES, INC fka PIONEER RAIL CORP	MICHIGAN ST RR CROSSING REPAIR	\$ 53,563.24
4451	PIONEER LINES, INC fka PIONEER RAIL CORP	EDWARDSBURG AVE RR CROSSING REPAIR	\$ 54,789.70
4445	PIONEER LINES, INC fka PIONEER RAIL CORP	PRAIRIE ST RR CROSSING REPAIR	\$ 99,839.17
4650	C & E EXCAVATING	HIVELY OVERPASS DEMO CONTRACTS 3&4 & CHANGE ORDERS	\$ 164,552.11
4650	NIBLOCK EXCAVATING INC	JACKSON AND JOHNSON STREET MODERNIZATION	\$ 419,352.42

Total Claims over \$25,000	\$1,305,450.28
Regular Claims under \$25,000:	\$ 870,259.92
Total Regular Departmental Claims:	\$2,175,710.20

Pre-Approved Claims Over \$25,000 each: (a)

6201	INDIANA MICHIGAN POWER COMPANY	04656645704 1201 S NAPPANEE ST	\$ 29,385.28
1101	INDIANA MICHIGAN POWER COMPANY	04994485706 229 S 2ND ST	\$ 33,527.89
7704	ANTHEM INSURANCE COMPANIES INC	ADMINISTRATIVE FEES - MEDICAL	\$ 40,195.58
6106	IN DEPARTMENT OF REVENUE	September 2024 EPU Sales Tax	\$ 42,476.15
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS-PHARMACY	\$ 42,834.32
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - PHARMACY	\$ 44,702.62
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS-MEDICAL	\$ 76,424.60
7704	ANTHEM INSURANCE COMPANIES INC	SPECIFIC STOP LOSS - MEDICAL	\$ 88,635.00
8806	INDIANA PUBLIC RETIREMENT SYSTEM-FIRE	INPRS- FIRE 10.11.2024 Payroll Date	\$ 105,744.72
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 119,539.77
8806	INDIANA PUBLIC RETIREMENT SYSTEM	INPRS - CIVIL CITY 10.11.2024 Payroll Date	\$ 146,418.55

Total Pre-Approved over \$25,000:	\$ 769,884.48
Total Pre-Approved Claims under \$25,000:	\$ 199,800.82
Total Pre-Approved Claims:	\$ 969,685.30

American Rescue Plan Claims:

2474	NEIGHBORHOOD EVOLUTION LLC	ELKHART THRIVE NEIGHBORHOOD HUB INITIATIVE	\$ 8,500.00
2474	NEIGHBORHOOD EVOLUTION LLC	ELKHART THRIVE NEIGHBORHOOD HUB INITIATIVE	\$ 9,500.00

Total American Resuce Plan Claims:	\$ 18,000.00
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UTILITY REFUNDS

\$ 1,350.94

Payroll and Pension Payments:

Police & Fire Clothing Allowance
Police & Fire Pension
Bi-weekly Payroll

	\$ 3,802,222.78
Total Payroll:	\$ 3,802,222.78

Total All Claims, Internal Payments, and Payroll:	\$ 6,966,969.22
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(a) Claims with rigid payment deadlines. As provided for in the Elkhart Municipal Code §33.415, certain payments may be made prior to review and approval by the Board of Public Works. Typically such payments include utility bills, credit card bills, central services, association dues, employer-paid benefits, training, and employee reimbursements. Unusual items in excess of \$25,000 are noted in detail.

BOARD OF PUBLIC WORKS
Tuesday, October 15, 2024

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, October 15, 2024. Clerk of the Board Nancy Wilson called the roll. Andy Jones, Rose Rivera, Jamie Arce, and Mike Machlan attended in person. Ron Davis was absent.

1. Approve Agenda

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the agenda was approved as presented.

2. Claims & Allowance Docket

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved the claims and allowance docket in the amount of \$6,333,470.13, consisting of 31 pages as prepared on October 9, 2024 at 9:10 a.m.

3. Minutes Regular Meeting October 1, 2024

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the Minutes of the Regular Meeting October 1, 2024.

4. Utilities

(A.) Administration

Wastewater MRO for August 2024

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board accepted and placed on file the Wastewater MRO for August 2024.

Water Utility MRO for September 2024

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board accepted and placed on file the Water Utility MRO for September 2024.

Revised 2024 Transfer Schedule

A motion was made by Jamie Arce and seconded by Rose Rivera to approve the revised transfer schedule. Tim Reecer asked the Board to remove this item from the agenda for further review. On motion by Andy Jones, seconded by Jamie Arce and carried 4-0, the revised 2024 Transfer Schedule was removed from the agenda.

Sewage Works Bond Engagement Letter- Barnes & Thornburg

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved the Agreement Letter to retain Barnes & Thornburg as Counsel for the 2024 Sewage Works Bonds, and authorized Corporation Counsel to sign on the Board's behalf.

Water Utility Bond Engagement Letter- Barnes & Thornburg

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved the Agreement Letter to retain Barnes & Thornburg as Counsel for the 2024 Water Utility Bonds, and authorized Corporation Counsel to sign on the Board's behalf.

(B.) Pretreatment

Notice of Violation Elkhart County Regional Sewer District (Heaton Lake)

A motion was made by Jamie Arce and seconded by Andy Jones to find the Elkhart County Regional Sewer District (Heaton Lake) in violation of its requirement to self-monitor both of their north and south lift stations for the first half of 2024 and assign a penalty of \$3,000.00 per the City of Elkhart Enforcement Response Plan. Steve Brown, Pretreatment Manager, explained the violations to the Board. Heaton Lake failed to self-monitor for the first half of 2024. The parameters they are required

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to monitor are TSS, cBOD5, COD, pH, Ammonia, Total Phosphorus, Cadmium, Chromium, Copper, Lead, Nickel, Silver, Zinc, Molybdenum, and Mercury on a bi-annual frequency at both of their north and south lift stations, and they failed to do so for the first half of 2024. The penalty is \$100/ per parameter. Jamie asked what the due date is for the sampling requirement. Steve said they monitor in one month and have until the 25th of the following month to submit the report.

Mae Kratzer, member of Elkhart County Regional Sewer District represented Heaton Lake. She said they appreciate working with City staff to correct this issue. The main cause was the Contractor hired some new staff. The new staff person is now aware of the timeline and has it on their calendar to make sure they do not miss it again. The Elkhart County Regional District just completed a very large project on the southern portion of the County for the community of Nappanee hooking them on to the Regional Sewer District. The way they are going to mitigate, is having bi-annual reminders with the maintenance contractors to perform these self-monitoring testing for both service areas north and south, and Elkhart's Pretreatment Manager has agreed to send bi-annual reminders to the Elkhart County Regional Sewer District. Jamie asked if the past due report was filed and if it was in compliance. Mae said yes, and it was in compliance. Jamie Arce made a motion to amend the penalty to half, \$1,500.00, given that it appears they have a plan going forward, and the Board's desire for compliance rather than being penalty driven. Andy Jones seconded the amendment. The amendment carried 4-0. Mike called for the vote on the amended motion and it carried 4-0.

5. Engineering

(A.) Administration

Award Bid #24-20 Oakland Avenue Project B: CSO Storage Project

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board conditionally awarded, subject to financing, the contract for the Oakland Avenue-Project B: CSO Storage Project, for the total Base Bid (Division I and Division II), to Selge Construction in the amount of \$36,891,918.14 as they were the lowest, responsive, and responsible bidder.

Change Order #2 for Bid #24-08 Hively Ave. Overpass Demolition Contract #4

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved Change Order #2 for Bid #24-08, Hively Avenue Overpass- Demolition Contract #4, increasing the contract value by \$3,675.00, resulting in a contract price of \$239,220.00.

Award Quote #24-29 Bypass Road Drainage Improvements (tabled)

No action was taken.

(B.) Utility

Change Order #7 for Bid #21-13 Elkhart WWTP Capacity Upgrades Phase II-QA7634 (tabled)

No action was taken.

Ratify Disbursement #39 for Kleinpeter Consulting Group, LLC Oakland Avenue Forcemain Phase A SA7878

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board ratified SRF Disbursement #39 in the amount of \$4,500.00 to Kleinpeter

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Consulting, LLC from the allocated SRF Loan #WW22162005 for labor services on the Oakland Avenue Forcemain- Phase A project.

Ratify Partial Payment #37 to DLZ- Oakland Avenue: Project D- CSO 6&7 Connection

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board ratified partial payment request SRF #37 of SRF Loan WW22162005 in the amount of \$66,560.00 to DLZ from the allocated SRF Loan for professional services on the Oakland Avenue: Project D-CSO 6&7 Connection Design.

Ratify Partial Payment #38 to DLZ Oakland Avenue: Project B Storage Tank Design

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board ratified partial payment request #38 of SRF Loan WW22162005 in the amount of \$95,950.00 to DLZ from the allocated SRF Loan for professional services on the Oakland Avenue: Project B Storage Tank Design.

(C.) Summary

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board ratified the following permit approvals:

Water Assessment: Renee Mansfield
2307 Aurora Ave
Elkhart, IN. 46517
Property: 2307 Aurora Ave
Paid in full, \$1220.10

Guadelupe Garcia.
1334 Concord Ave
Elkhart, IN. 46516
Property: 1334 Concord Ave
Paid in Full, \$1413.30

Albert Reasonover
56974 Ash Rd
Osceola, IN. 46561
Property: 56974 Ash Rd
Paid in full, \$2289.60

Glenn Henderson
16338 CR 20
Goshen, IN. 46528
Property: 463 James St.
Paid in full, \$1302.90

Sewer Assessment: Saul Soto Martinez
810 Fairway St.
South Bend, IN. 46619
Property: 2329 Aurora Ave
Paid in Full, \$6880.00

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Rafael Cardenas Ramos
1328 County Rd 6 West
Elkhart, IN. 46514
Property: 1328 County Rd. 6 West
Paid in Full, \$7000.00

Glenn Henderson
16338 CR 20
Goshen, IN. 46528
Property: 463 James St.
Paid in Full, \$6760.00

Revocable Permit:

#6585, Placed by: First Presbyterian Church
Property: 200 E. Beardsley
Permit Holder: First Presbyterian Church
Description: Yard signs in Parkway @ Beardsley Ave.

#6586, Placed by: Brad Shroyer
Property: 107 W. Franklin St.
Permit Holder: DJ Construction
Description: Shut down alley @ 107 & 121 W. Franklin

St/Dumpster

#6587, Place by: Glenn Peterson-Centier Bank
Property: 100 S. Main St.
Permit Holder: Centier Bank
Description: 3 Parking spots

#6588, Placed by: Jeff Roberts
Property: 1101 East Beardsley Ave
Permit Holder: Roberts Environmental Services, LLC
Description: Install of 6 ground water monitoring wells

#6589, Placed by: Glen Kauffmann
Property: 2101-2111 S. Main St.
Permit Holder: Ancon Construction
Description: Close sidewalks to allow construction of building

Driveway Permit:

#5131, Owner: Wilmer Medrano
Property: 700 W. Hively Ave
Contractor: N/A
\$400 Cash bond

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#5143, Owner: Valarie Smith
Property: 3231 Kelsey Ave
Contractor: Clutter & Ritchie, Concrete LLC
\$600 Cash Bond

Release of Bond:

#5131, Wilmer Medrano
Property: 700 W. Hively Ave
\$400.00 bond

#5143, Contractor: Clutter & Ritchie Concrete
Property: 3231 Kelsey Ave
\$600.00 bond

6. New Business

Disposal of Fixed Assets

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board declared the items presented by the Airport Department surplus, and gave permission to move forward with disposal.

Purchase of Toro 4010D from Kenny Machinery- Sourcewell

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the purchase of a new Toro 4010D mower and attachments from Kenny Machinery for the Buildings & Grounds Department using the Sourcewell Cooperative Purchasing Program in an amount after trade-in of \$107,366.68.

2025 Dental and Vision Plan Renewals

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved the Dental and Vision Insurance renewals for 2025.

Permission to Send Items to Auction

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board gave Josh Holt permission to send items to the Broylin Auction Company and to Brightstar Auction Services as listed in his memo dated 10-3-24.

Purchase of Ford Transit Passenger Van for Parks Department

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved the purchase of a new Ford Transit passenger van for the Parks Department from Fox Ford in Grand Rapids, MI for a purchase price of \$55,990.00.

Professional Services Agreement with Baker Tilly for the Public Safety Center

Project

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved a Professional Services Agreement with Baker Tilly to engage their services as Financial Advisors for the Public Safety Center debt issuance.

Homer Avenue Subdivision Phase I and Phase II Right of way Dedication- a Habitat for Humanity Project

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board accepted the 25 foot right of way adjacent to lots part of Phase I and Phase II on Homer Avenue.

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HUD Five Year Consolidated Plan Services Professional Services Contract Award

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board awarded the Contract for Consolidated Planning Services to Community Planning Insights in the amount of \$75,800.00.

7. Use & Event Permits

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the following permits:

- Premier Arts 5K Run 11/9- Island Park, Public Assembly, Special Exception from Noise
- Winterfest Parade 12/7- ESS, EMS, Golf Cart, Stage, EPD, Temporary Street Closures, Parade & Public Assembly, Special Exception from Noise, Plaza Sign
- Salvation Army 11/6-12/31- Bridge Banners

8. Public Participation

Lewis Anne Deputy appeared by video on WebEx. She complimented Tory Irwin and his staff on what they manage. Laura and Steve always come and are very knowledgeable. She had a question about the September 3, 2024 Board of Works meeting. \$25,000.00 was given to start doing testing for PFAS in the water. She got the impression it was to get ahead of the new federal mandate that had to be completed by 2027. She asked for some clarification because it looks like we already have PFAS in the water, and based on a sampling report from IDEM, it is above the proposed maximum contamination limit. She said this for her is an education piece or for others who may be paying attention. She said she has complete confidence that Laura Kolo and Tory Irwin are on this, watching all these meetings. She asked for some clarification on what exactly does that mean. Mike Machlan said he will ask staff to send her a letter and respond to her question, and send communication to the Board of Works to review and accept. Ms. Deputy asked another question, she said she knew they were going to do a six-month sampling from October-April, and then they may be coming back. How will the results of that sampling they were sending out be communicated as well. She thanked the Board and Mike thanked her.

Mike Machlan commented that he asked the City Forrester to take care of some low-hanging branches, and he did take care of them and did a good job!

9. Adjournment

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board of Works adjourned at 9:53 a.m.

Mike Machlan, President


Attest: _____ Nancy Wilson, Clerk of the Board



M E M O R A N D U M

DATE: October 25, 2024

TO: Board of Public Works

FROM: Tory Irwin, Director of Public Works 

RE: **Communication on PFAS**

There are 15,000+/- manmade PFAS chemical compounds that have been identified, and the list keeps growing every year. Science has developed tests that can detect less than 100 of them in water, blood, food, etc. PFAS exists everywhere, in everyday consumer products from cookware, food packaging, clothing, carpet, cosmetics, cleaning products, dental floss, sticky notes, paint, cell phones and toilet paper just to name a few.

In April of 2024 the U.S. Environmental Protection Agency (EPA) issued a final rule regulating PFAS in drinking water. This rule mandates testing for six types of PFAS, and sets maximum limits in drinking water. These limits are equivalent to one drop in 13 million gallons of water (about 20 Olympic size swimming pools). Consumer products, such as those previously mentioned, remain largely unregulated for PFAS.

The Indiana Department of Environmental Management (IDEM) has tested drinking water of every drinking water system in the State of Indiana. PFAS has been detected in 66 drinking water systems in Indiana, with 13 of them above EPA's maximum limits.

The City of Elkhart has 28 groundwater wells that produce the city's drinking water. These wells are located within 3 wellfields. The water from all wells at each wellfield is combined, treated, and distributed to customers. The distributed water is called finished drinking water. In May of 2023 and January of 2024 IDEM tested water from the majority of these wells and the finished drinking water at each wellfield. Results for the finished drinking water were below the EPA's limits for the May 2023 sampling, but slightly above the limits at one wellfield in January 2024. While the results were above the limits, actual compliance with the limits is based on average results over a 12 month period.

The Water Utility is conducting voluntary sampling of individual impacted wells to compile data on PFAS levels. This will help the Water Utility develop the most cost effective solution to ensure compliance with the EPA's PFAS limits. The Water Utility is also sampling the finished drinking water from each wellfield to monitor compliance with EPA's limits. PFAS levels in finished drinking water have fluctuated over time, but currently are in compliance. A

summary of the sampling results are included with this memo. All 466 pages of analytical results will be posted to the website. PFAS results will also be included in the 2024 Annual Water Quality Report, distributed in 2025, which is sent to every Water Utility customer.

The Utility will be keeping the Board of Public Works posted as we tackle PFAS in drinking water. Per the EPA's new rule, all water systems have until 2029 to come into compliance with the new limits, but it is the intent of the Water Utility to meet the PFAS limits sooner. There are no easy solutions, and every effort is being made to develop a plan that is the most economical and effective for the Utility's customers, as it has a direct tie to the water rates they pay. The Utility strives to provide safe drinking water, in compliance with all EPA regulations, in the most economical way possible.

It is requested the Board of Public Works:
Accept this communication on PFAS.

Summary of PFOA and PFHxS Results

Northwest Wellfield

NW - Entry Point	May 23	Jan 24	4/30/2024	5/28/2024	7/18/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	2.6	4.8	3.04	1.99	5.2	2.86	5.23	4.74
PFHxS	6	19	4.16	3.43	8.8	5.2	9.08	8.2
NW - 1	May-23	24-Jan	4/30/2024	5/28/2024	7/1/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	5.2	Well Inactive		14.13	11.12	11.28	10.23	11.35
PFHxS	20.9			30.39	27.08	27.13	24.3	25.86
NW - 2	May 23	Jan 24	4/30/2024	5/28/2024	7/1/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	ND	3.2	ND	ND	ND	ND	ND	ND
PFHxS	ND	9.2	ND	ND	ND	ND	ND	ND
NW - 3	May 23	Jan 24	4/30/2024	5/24/2024	7/1/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	5	6.2	12.4	11.64	13.23	13.71	15.1	13.83
PFHxS	12.1	18.5	18.1	14.31	18.39	18.96	20.45	19.52
NW - 5	May 23	Jan 24	4/30/2024	5/24/2024	7/1/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	ND	ND	ND	3.66	ND	2.19	ND	2.12
PFHxS	5.1	ND	ND	7.66	ND	4.27	ND	3.3
NW - 6	May 23	Jan 24	4/30/2024	5/24/2024	7/1/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	ND	ND	ND	ND	ND	ND	2.87	ND
PFHxS	4.7	ND	1.99	ND	ND	ND	5.52	ND

South Wellfield

SWF - Entry Point	May 23	Jan 24	4/30/2024	5/28/2024	7/18/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	ND	ND	ND	ND	ND	ND	2.1	ND
PFHxS	6.8	6.4	ND	ND	4.8	5.998	7.97	6.76
SWF - 1A	May 23	Jan 24	4/30/2024	5/28/2024	7/1/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	ND	ND	2.5	2.68	3.04	2.75	2.63	2.63
PFHxS	3.6	3.6	3.99	4.42	4.8	4.57	3.93	3.93
SWF - 2	May 23	Jan 24	4/30/2024	5/28/2024	7/1/2024	8/1/2024	9/4/2024	10/1/2024
PFOA	2.6	2.7	Well Inactive		ND	3.04	2.95	2.95
PFHxS	15.6	15.5			8.2	13.63	13.91	13.91

Chemical	Maximum Contaminant Level Goal (MCLG)	Maximum Contaminant Level (MCL)
PFOA	0	4.0 ppt
PFOS	0	4.0 ppt
PFHxS	10 ppt	10 ppt
HFPO-DA (GenX Chemicals)	10 ppt	10 ppt
PFNA	10 ppt	10 ppt
Mixture of two or more: PFHxS, PFNA, HFPO-DA, and PFBS	Hazard Index of 1 (unitless)	Hazard Index of 1 (unitless)

IDEM Samples May 2023

Location	Wellfield		Analyte	Acronym	Results (ppt)	
EP002	NWWF	TP#2 - NWWF Entry Point	Perfluorohexanoic acid	PFHxA	2	
EP002		TP#2 - NWWF Entry Point	Perfluorooctanoic acid	PFOA	2.6	
EP002		TP#2 - NWWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	6	
GW020		NWWF 1	Perfluoroheptanoic acid	PFHpA	2	
GW020		NWWF 1	Perfluorohexanoic acid	PFHxA	3.3	
GW020		NWWF 1	Perfluorooctanoic acid	PFOA	5.2	
GW020		NWWF 1	Perfluorobutanesulfonic acid	PFBS	2.1	
GW020		NWWF 1	Perfluorohexanesulfonic acid	PFHxS	20.9	
GW022		NWWF 3	Perfluorobutanesulfonic acid	PFBS	2.2	
GW022		NWWF 3	Perfluorohexanesulfonic acid	PFHxS	12.1	
GW022		NWWF 3	Perfluoroheptanoic acid	PFHpA	2.7	
GW022		NWWF 3	Perfluorohexanoic acid	PFHxA	4.7	
GW022		NWWF 3	Perfluorooctanoic acid	PFOA	5	
GW023		NWWF 4	Perfluorobutanesulfonic acid	PFBS	3.2	
GW024		NWWF 5	Perfluorohexanesulfonic acid	PFHxS	5.1	
GW025		NWWF 6	Perfluorohexanesulfonic acid	PFHxS	4.7	
EP003		SWF	TP#3 - SWF Entry Poing	Perfluorohexanoic acid	PFHxA	5.2
EP003			TP#3 - SWF Entry Poing	Perfluorohexanesulfonic acid	PFHxS	6.8
EP003	TP#3 - SWF Entry Poing		Perfluorobutanesulfonic acid	PFBS	10.8	
GW001	SWF 1A		Perfluoroheptanoic acid	PFHpA	3.4	
GW001	SWF 1A		Perfluorohexanesulfonic acid	PFHxS	3.6	
GW001	SWF 1A		Perfluorobutanesulfonic acid	PFBS	10	
GW001	SWF 1A		Perfluorohexanoic acid	PFHxA	11	
GW002	SWF 2		Perfluorononanoic acid	PFNA	2.1	
GW002	SWF 2		Perfluorobutanesulfonic acid	PFBS	8.6	
GW002	SWF 2		Perfluorohexanesulfonic acid	PFHxS	15.6	
GW002	SWF 2		Perfluorooctanoic acid	PFOA	2.6	
GW002	SWF 2		Perfluoroheptanoic acid	PFHpA	2.7	
GW002	SWF 2		Perfluorohexanoic acid	PFHxA	8.9	
GW030	SWF 4		Perfluorobutanesulfonic acid	PFBS	12.3	
EP001	NMWF		NM Entry Point	Perfluorobutanesulfonic acid	PFBS	3
GW018		NM Well Int - 3	Perfluorohexanesulfonic acid	PFHxS	2.5	
GW018		NM Well Int - 3	Perfluorobutanesulfonic acid	PFBS	3.7	
GW019		NM Well Int - 4	Perfluorohexanesulfonic acid	PFHxS	2.4	
GW019		NM Well Int - 4	Perfluorobutanesulfonic acid	PFBS	3.7	
GW010		NM Well 10	Perfluorobutanesulfonic acid	PFBS	2.9	
GW016		NM Well Int - 1	Perfluorobutanesulfonic acid	PFBS	2.1	
GW004		NM Well 4	Perfluorobutanesulfonic acid	PFBS	2	
GW012		NM Well B	Perfluorobutanesulfonic acid	PFBS	3.8	
GW011		NM Well A	Perfluorohexanesulfonic acid	PFHxS	2.3	

IDEM Samples Jan 2023

Location	Wellfied	Public Works ID	Analyte	Acronym	Results (ppt)	
EP002	NWWF	TP#2 - NWWF Entry Point	Perfluoroheptanoic acid	PFHpA	1.7	
EP002		TP#2 - NWWF Entry Point	Perfluorohexanoic acid	PFHxA	2.4	
EP002		TP#2 - NWWF Entry Point	Perfluorobutanesulfonic acid	PFBS	2.7	
EP002		TP#2 - NWWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	19	
EP002		TP#2 - NWWF Entry Point	Perfluorooctanoic acid	PFOA	4.8	
GW020		NWWF 1	INACTIVE			
GW021		NWWF 2	Perfluorohexanoic acid	PFHxA	1.9	
GW021		NWWF 2	Perfluorooctanoic acid	PFOA	3.2	
GW021		NWWF 2	Perfluorobutanesulfonic acid	PFBS	2.5	
GW021		NWWF 2	Perfluorohexanesulfonic acid	PFHxS	9.2	
GW022		NWWF 3	Perfluoroheptanoic acid	PFHpA	2.4	
GW022		NWWF 3	Perfluorohexanoic acid	PFHxA	3.6	
GW022		NWWF 3	Perfluorooctanoic acid	PFOA	6.2	
GW022		NWWF 3	Perfluorobutanesulfonic acid	PFBS	3	
GW022		NWWF 3	Perfluorohexanesulfonic acid	PFHxS	18.5	
GW023	NWWF 4	Perfluorobutanesulfonic acid	PFBS	4.8		
GW026	NWWF 7	Perfluorobutanesulfonic acid	PFBS	2.8		
EP003	SWF	TP#3 - SWF Entry Point	Perfluorohexanoic acid	PFHxA	3.7	
EP003		TP#3 - SWF Entry Point	Perfluorobutanesulfonic acid	PFBS	11.1	
EP003		TP#3 - SWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	6.4	
GW001		SWF 1A	Perfluoroheptanoic acid	PFHpA	4.5	
GW001		SWF 1A	Perfluorohexanoic acid	PFHxA	12	
GW001		SWF 1A	Perfluorobutanesulfonic acid	PFBS	12.6	
GW001		SWF 1A	Perfluorohexanesulfonic acid	PFHxS	3.6	
GW002		SWF 2	Perfluoroheptanoic acid	PFHpA	2.1	
GW002		SWF 2	Perfluorohexanoic acid	PFHxA	5.6	
GW002		SWF 2	Perfluorooctanoic acid	PFOA	2.7	
GW002		SWF 2	Perfluorobutanesulfonic acid	PFBS	8.1	
GW002		SWF 2	Perfluorohexanesulfonic acid	PFHxS	15.5	
GW002		SWF 2	Perfluorononanoic acid	PFNA	2.4	
GW030		SWF 4	Perfluorohexanoic acid	PFHxA	2.6	
GW030		SWF 4	Perfluorobutanesulfonic acid	PFBS	14	
EP001	NMWF	TP#1 - NMWF Entry Point	Perfluorobutanesulfonic acid	PFBS	6.9	
GW004		NMWF 4	Perfluorobutanesulfonic acid	PFBS	14.2	
GW005		NMWF 5	Perfluorobutanesulfonic acid	PFBS	3	
GW009		NMWF 9	Perfluorobutanesulfonic acid	PFBS	2.8	
GW016		NMWF 11	Perfluorobutanesulfonic acid	PFBS	4.2	
GW017		NMWF 12	Perfluorobutanesulfonic acid	PFBS	3.8	
GW018		NMWF 13	Perfluorohexanoic acid	PFHxA	3.2	
GW018		NMWF 13	Perfluorobutanesulfonic acid	PFBS	5.3	
GW018		NMWF 13	Perfluorohexanesulfonic acid	PFHxS	2.6	
GW018		NMWF 13	Perfluorooctanoic acid	PFOA	3	
GW019		NMWF 14	Perfluorooctanoic acid	PFOA	1.8	
GW019		NMWF 14	Perfluorohexanesulfonic acid	PFHxS	3	
GW019		NMWF 14	Perfluorobutanesulfonic acid	PFBS	7.9	
GW029		NMWF 3	Perfluorobutanesulfonic acid	PFBS	2.3	

April 30, 2024 PWU Samples

Location	Wellfield	Public Works ID	Analyte	Acronym	Results (ppt)	
EP002	NWWF	TP#2 - NWWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	4.16	
EP002		TP#2 - NWWF Entry Point	Perfluorooctanoic acid	PFOA	3.04	
GW020		NWWF 1	INACTIVE			
GW021		NWWF 2	Perfluorohexanoic acid	PFHxA	<1.9	
GW021		NWWF 2	Perfluorooctanoic acid	PFOA	<1.9	
GW021		NWWF 2	Perfluorobutanesulfonic acid	PFBS	<1.9	
GW021		NWWF 2	Perfluorohexanesulfonic acid	PFHxS	<1.9	
GW022		NWWF 3	Perfluoroheptanoic acid	PFHpA	3.6	
GW022		NWWF 3	Perfluorohexanoic acid	PFHxA	4.4	
GW022		NWWF 3	Perfluorooctanoic acid	PFOA	12.4	
GW022		NWWF 3	Perfluorobutanesulfonic acid	PFBS	2.5	
GW022		NWWF 3	Perfluorohexanesulfonic acid	PFHxS	18.1	
GW023		NWWF 4	Perfluorobutanesulfonic acid	PFBS	4.1	
GW025		NWWF 6	Perfluorohexanesulfonic acid	PFHxS	1.99	
EP003		SWF	TP#3 - SWF Entry Point	Perfluorohexanoic acid	PFHxA	8.3
EP003			TP#3 - SWF Entry Point	Perfluorobutanesulfonic acid	PFBS	8.3
EP003			TP#3 - SWF Entry Point	Perfluoroheptanoic acid	PFHpA	2.9
GW001			SWF 1A	Perfluoroheptanoic acid	PFHpA	11.4
GW001			SWF 1A	Perfluorooctanoic acid	PFOA	2.5
GW001			SWF 1A	Perfluorohexanoic acid	PFHxA	27.6
GW001	SWF 1A		Perfluorobutanesulfonic acid	PFBS	12.3	
GW001	SWF 1A		Perfluorohexanesulfonic acid	PFHxS	3.99	
GW002	SWF 2		INACTIVE			
GW030	SWF 4		Perfluorohexanoic acid	PFHxA	7.3	
GW030	SWF 4		Perfluorobutanesulfonic acid	PFBS	12.2	
GW030	SWF 4		Perfluoroheptanoic acid	PFHpA	1.97	

May 28, 2024 PWU Samples

Location	Wellfield	Public Works ID	Analyte	Acronym	Results (ppt)	
EP002	NWWF	TP#2 - NWWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	3.43	
EP002		TP#2 - NWWF Entry Point	Perfluorooctanoic acid	PFOA	1.99	
GW020		NWWF 1	Perfluoroheptanoic acid	PFHpA	3.57	
GW020		NWWF 1	Perfluorooctanoic acid	PFOA	14.13	
GW020		NWWF 1	Perfluorohexanoic acid	PFHxA	4.09	
GW020		NWWF 1	Perfluorobutanesulfonic acid	PFBS	2.47	
GW020		NWWF 1	Perfluorohexanesulfonic acid	PFHxS	30.39	
GW021		NWWF 2	Perfluorohexanoic acid	PFHxA	<1.9	
GW021		NWWF 2	Perfluorooctanoic acid	PFOA	<1.9	
GW021		NWWF 2	Perfluorobutanesulfonic acid	PFBS	<1.9	
GW021		NWWF 2	Perfluorohexanesulfonic acid	PFHxS	<1.9	
GW022		NWWF 3	Perfluoroheptanoic acid	PFHpA	3.93	
GW022		NWWF 3	Perfluorohexanoic acid	PFHxA	5.06	
GW022		NWWF 3	Perfluorooctanoic acid	PFOA	11.64	
GW022		NWWF 3	Perfluorobutanesulfonic acid	PFBS	2.65	
GW022		NWWF 3	Perfluorohexanesulfonic acid	PFHxS	14.31	
GW023		NWWF 4	Perfluorobutanesulfonic acid	PFBS	4.61	
GW024		NWWF 5	Perfluorohexanesulfonic acid	PFHxS	7.66	
GW024		NWWF 5	Perfluorooctanoic acid	PFOA	3.66	
EP003		SWF	TP#3 - SWF Entry Point	Perfluorohexanoic acid	PFHxA	6.48
EP003	TP#3 - SWF Entry Point		Perfluorobutanesulfonic acid	PFBS	8.02	
EP003	TP#3 - SWF Entry Point		Perfluoroheptanoic acid	PFHpA	2.84	
GW001	SWF 1A		Perfluoroheptanoic acid	PFHpA	14.2	
GW001	SWF 1A		Perfluorooctanoic acid	PFOA	2.68	
GW001	SWF 1A		Perfluorohexanoic acid	PFHxA	28.42	
GW001	SWF 1A		Perfluorobutanesulfonic acid	PFBS	12.2	
GW001	SWF 1A		Perfluorohexanesulfonic acid	PFHxS	4.42	
GW002	SWF 2		INACTIVE			
GW003	SWF 3		Perfluorobutanesulfonic acid	PFBS	2.2	
GW030	SWF 4		Perfluorohexanoic acid	PFHxA	4.8	
GW030	SWF 4		Perfluorobutanesulfonic acid	PFBS	11.84	

July 1 & 18, 2024 PWU Samples

Location	Wellfield	Public Works ID	Analyte	Acronym	Results (ppt)	
EP002	NWWF	TP#2 - NWWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	8.8	
EP002		TP#2 - NWWF Entry Point	Perfluorooctanoic acid	PFOA	5.2	
GW020		NWWF 1	Perfluoroheptanoic acid	PFHpA	2.3557	
GW020		NWWF 1	Perfluorooctanoic acid	PFOA	11.1236	
GW020		NWWF 1	Perfluorohexanoic acid	PFHxA	3.1452	
GW020		NWWF 1	Perfluorobutanesulfonic acid	PFBS	1.9824	
GW020		NWWF 1	Perfluorohexanesulfonic acid	PFHxS	27.0817	
GW022		NWWF 3	Perfluoroheptanoic acid	PFHpA	4.1793	
GW022		NWWF 3	Perfluorohexanoic acid	PFHxA	5.5252	
GW022		NWWF 3	Perfluorooctanoic acid	PFOA	13.2341	
GW022		NWWF 3	Perfluorobutanesulfonic acid	PFBS	2.7413	
GW022		NWWF 3	Perfluorohexanesulfonic acid	PFHxS	18.3931	
GW023		NWWF 4	Perfluorobutanesulfonic acid	PFBS	4.3468	
GW024		NWWF 5	Perfluorohexanesulfonic acid	PFHxS	5.3746	
GW024		NWWF 5	Perfluorooctanoic acid	PFOA	2.6158	
EP003		SWF	TP#3 - SWF Entry Point	Perfluorohexanoic acid	PFHxA	5.5
EP003			TP#3 - SWF Entry Point	Perfluoropentanoic acid	PFPeA	8.3
EP003			TP#3 - SWF Entry Point	Perfluorobutanesulfonic acid	PFBS	9.8
EP003	TP#3 - SWF Entry Point		Perfluorohexanesulfonic acid	PFHxS	4.8	
GW001	SWF 1A		Perfluoroheptanoic acid	PFHpA	13.5434	
GW001	SWF 1A		Perfluorooctanoic acid	PFOA	3.0382	
GW001	SWF 1A		Perfluorohexanoic acid	PFHxA	29.8897	
GW001	SWF 1A		Perfluorobutanesulfonic acid	PFBS	12.1216	
GW001	SWF 1A		Perfluorohexanesulfonic acid	PFHxS	4.8349	
GW002	SWF 2		Perfluorohexanoic acid	PFHxA	2.3371	
GW002	SWF 2		Perfluorobutanesulfonic acid	PFBS	5.7147	
GW002	SWF 2		Perfluorohexanesulfonic acid	PFHxS	8.2009	
GW002	SWF 2		Perfluorononanoic acid	PFNA	3.1709	
GW003	SWF 3		Perfluorobutanesulfonic acid	PFBS	2.8281	
GW030	SWF 4		Perfluorohexanoic acid	PFHxA	5.2563	
GW030	SWF 4		Perfluorobutanesulfonic acid	PFBS	11.6392	

*note that wells were sampled on 07/01/24 and entry points were sampled on 07/18/24

August 1, 2024 PWU Samples

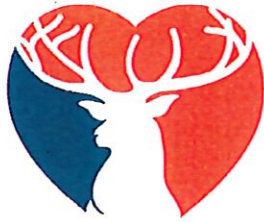
Location	Wellfield	Public Works ID	Analyte	Acronym	Results (ppt)	
EP002	NWWF	TP#2 - NWWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	5.21	
EP002		TP#2 - NWWF Entry Point	Perfluorooctanoic acid	PFOA	2.86	
GW020		NWWF 1	Perfluoroheptanoic acid	PFHpA	2.5	
GW020		NWWF 1	Perfluorooctanoic acid	PFOA	11.28	
GW020		NWWF 1	Perfluorohexanoic acid	PFHxA	3.01	
GW020		NWWF 1	Perfluorobutanesulfonic acid	PFBS	2.04	
GW020		NWWF 1	Perfluorohexanesulfonic acid	PFHxS	27.13	
GW022		NWWF 3	Perfluoroheptanoic acid	PFHpA	4.48	
GW022		NWWF 3	Perfluorohexanoic acid	PFHxA	5.51	
GW022		NWWF 3	Perfluorooctanoic acid	PFOA	13.71	
GW022		NWWF 3	Perfluorobutanesulfonic acid	PFBS	2.58	
GW022		NWWF 3	Perfluorohexanesulfonic acid	PFHxS	18.96	
GW023		NWWF 4	Perfluorobutanesulfonic acid	PFBS	3.57	
GW024		NWWF 5	Perfluorohexanesulfonic acid	PFHxS	4.27	
GW024		NWWF 5	Perfluorooctanoic acid	PFOA	2.19	
EP003		SWF	TP#3 - SWF Entry Point	Perfluorohexanoic acid	PFHxA	3.76
EP003			TP#3 - SWF Entry Point	Perfluorobutanesulfonic acid	PFBS	6.11
EP003			TP#3 - SWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	5.998
GW001	SWF 1A		Perfluoroheptanoic acid	PFHpA	13.33	
GW001	SWF 1A		Perfluorooctanoic acid	PFOA	2.75	
GW001	SWF 1A		Perfluorohexanoic acid	PFHxA	27.54	
GW001	SWF 1A		Perfluorobutanesulfonic acid	PFBS	12.19	
GW001	SWF 1A		Perfluorohexanesulfonic acid	PFHxS	4.57	
GW002	SWF 2		Perfluorohexanoic acid	PFHxA	3.71	
GW002	SWF 2		Perfluorooctanoic acid	PFOA	3.04	
GW002	SWF 2		Perfluorobutanesulfonic acid	PFBS	7.47	
GW002	SWF 2		Perfluorohexanesulfonic acid	PFHxS	13.63	
GW002	SWF 2		Perfluorononanoic acid	PFNA	2.61	
GW003	SWF 3		Perfluorobutanesulfonic acid	PFBS	2.39	
GW030	SWF 4		Perfluorohexanoic acid	PFHxA	5.73	
GW030	SWE 4		Perfluoroheptanoic acid	PFHpA	2.47	
GW030	SWF 4		Perfluorobutanesulfonic acid	PFBS	10.19	

September 4, 2024 PWU Samples

Location	Wellfield	Public Works ID	Analyte	Acronym	Results (ppt)	
EP002	NWWF	TP#2 - NWWF Entry Point	Perfluorooctanoic acid	PFOA	5.23	
EP002		TP#2 - NWWF Entry Point	Perfluorohexanoic acid	PFHxA	1.92	
EP002		TP#2 - NWWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	9.08	
EP002		TP#2 - NWWF Entry Point	Perfluorobutanesulfonic acid	PFBS	1.93	
GW020		NWWF 1	Perfluoroheptanoic acid	PFHpA	2.13	
GW020		NWWF 1	Perfluorooctanoic acid	PFOA	10.23	
GW020		NWWF 1	Perfluorohexanoic acid	PFHxA	2.65	
GW020		NWWF 1	Perfluorohexanesulfonic acid	PFHxS	24.3	
GW022		NWWF 3	Perfluoroheptanoic acid	PFHpA	4.49	
GW022		NWWF 3	Perfluorohexanoic acid	PFHxA	5.91	
GW022		NWWF 3	Perfluorooctanoic acid	PFOA	15.1	
GW022		NWWF 3	Perfluorobutanesulfonic acid	PFBS	2.67	
GW022		NWWF 3	Perfluorohexanesulfonic acid	PFHxS	20.45	
GW023		NWWF 4	Perfluorobutanesulfonic acid	PFBS	4.43	
GW025		NWWF 6	Perfluorohexanesulfonic acid	PFHxS	5.52	
GW025		NWWF 6	Perfluorooctanoic acid	PFOA	2.87	
EP003		SWF	TP#3 - SWF Entry Point	Perfluoroheptanoic acid	PFHpA	1.91
EP003			TP#3 - SWF Entry Point	Perfluorooctanoic acid	PFOA	2.1
EP003			TP#3 - SWF Entry Point	Perfluorohexanoic acid	PFHxA	4.5
EP003			TP#3 - SWF Entry Point	Perfluorobutanesulfonic acid	PFBS	5.56
EP003	TP#3 - SWF Entry Point		Perfluorohexanesulfonic acid	PFHxS	7.97	
GW001	SWF 1A		Perfluoroheptanoic acid	PFHpA	11.21	
GW001	SWF 1A		Perfluorooctanoic acid	PFOA	2.63	
GW001	SWF 1A		Perfluorohexanoic acid	PFHxA	24.05	
GW001	SWF 1A		Perfluorobutanesulfonic acid	PFBS	12.3	
GW001	SWF 1A		Perfluorohexanesulfonic acid	PFHxS	3.93	
GW002	SWF 2		Perfluorohexanoic acid	PFHxA	5.09	
GW002	SWF 2		Perfluoroheptanoic acid	PFHpA	2.06	
GW002	SWF 2		Perfluorooctanoic acid	PFOA	2.95	
GW002	SWF 2		Perfluorobutanesulfonic acid	PFBS	7.43	
GW002	SWF 2		Perfluorohexanesulfonic acid	PFHxS	13.91	
GW002	SWF 2		Perfluorononanoic acid	PFNA	2.55	
GW003	SWF 3		Perfluorobutanesulfonic acid	PFBS	2.52	
GW030	SWF 4		Perfluorohexanoic acid	PFHxA	3.55	
GW030	SWF 4		Perfluorobutanesulfonic acid	PFBS	10.995	

October 1, 2024 PWU Samples

Location	Wellfield	Public Works ID	Analyte	Acronym	Results (ppt)	
EP002	NWWF	TP#2 - NWWF Entry Point	Perfluorooctanoic acid	PFOA	4.74	
EP002		TP#2 - NWWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	8.21	
EP002		TP#2 - NWWF Entry Point	Perfluorobutanesulfonic acid	PFBS	1.94	
GW020		NWWF 1	Perfluoroheptanoic acid	PFHpA	2.27	
GW020		NWWF 1	Perfluorooctanoic acid	PFOA	11.35	
GW020		NWWF 1	Perfluorohexanoic acid	PFHxA	2.94	
GW020		NWWF 1	Perfluorohexanesulfonic acid	PFHxS	25.86	
GW022		NWWF 3	Perfluoroheptanoic acid	PFHpA	3.82	
GW022		NWWF 3	Perfluorohexanoic acid	PFHxA	5.12	
GW022		NWWF 3	Perfluorooctanoic acid	PFOA	13.83	
GW022		NWWF 3	Perfluorobutanesulfonic acid	PFBS	2.4	
GW022		NWWF 3	Perfluorohexanesulfonic acid	PFHxS	19.52	
GW023		NWWF 4	Perfluorobutanesulfonic acid	PFBS	4.51	
GW024		NWWF 5	Perfluorohexanesulfonic acid	PFHxS	3.3	
GW024		NWWF 5	Perfluorooctanoic acid	PFOA	2.12	
EP003		SWF	TP#3 - SWF Entry Point	Perfluorohexanoic acid	PFHxA	4.28
EP003			TP#3 - SWF Entry Point	Perfluorobutanesulfonic acid	PFBS	6.63
EP003			TP#3 - SWF Entry Point	Perfluorohexanesulfonic acid	PFHxS	6.76
GW001	SWF 1A		Perfluoroheptanoic acid	PFHpA	13.19	
GW001	SWF 1A		Perfluorooctanoic acid	PFOA	2.95	
GW001	SWF 1A		Perfluorohexanoic acid	PFHxA	26.1	
GW001	SWF 1A		Perfluorobutanesulfonic acid	PFBS	13.06	
GW001	SWF 1A		Perfluorohexanesulfonic acid	PFHxS	4.67	
GW002	SWF 2		Perfluorohexanoic acid	PFHxA	5.79	
GW002	SWF 2		Perfluoroheptanoic acid	PFHpA	2.25	
GW002	SWF 2		Perfluorooctanoic acid	PFOA	3.02	
GW002	SWF 2		Perfluorobutanesulfonic acid	PFBS	7.72	
GW002	SWF 2		Perfluorohexanesulfonic acid	PFHxS	13.37	
GW002	SWF 2		Perfluorononanoic acid	PFNA	2.72	
GW003	SWF 3		Perfluorobutanesulfonic acid	PFBS	2.73	
GW030	SWF 4		Perfluorohexanoic acid	PFHxA	3.81	
GW030	SWF 4		Perfluorobutanesulfonic acid	PFBS	11.57	



City of Elkhart
Public Works and Utilities

Date Oct 24, 2024
Memo To Board of Public Works
Memo From Laura Kolo, Utility Services Manager *UK*
Subject Wastewater Utility Monthly Report of Operations
for the month of September, 2024

Wastewater MRO Highlights

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	11	30
cBOD5 mg/L	3	25
Phosphorus mg/L	0.92	1.0
Ammonia mg/L	0.13	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	13.45	Design - 20
Total Monthly Flow MGD	403	Report

Incident Reports Filed

Date	Location	Volume (gal)	Cause
9-8-24	1518 Johnson	240	grease/rags

Wet Weather Overflows

Number of Events	Total Overflow Volume (MG)
2	1.2051



M E M O R A N D U M

Date October 29, 2024
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager *LK*
RE DLZ Amendment #2 - revised

Attached is Revised Amendment #2 for the Benham Water Tower Rehabilitation Project. An incorrect Amendment #2 was presented to and approved by the Board of Works on October 1, 2024. This revised amendment reflects accurate dollar amounts for additional work to be provided by DLZ Indiana, LLC.

The additional work from this amendment includes:

- a) Providing additional services under:
 - a. Task 6 – Construction Administration
 - b. Task 7 – Limited Construction Observation Services and Testing

This amendment has been sent to Legal for their review.

This Revised Amendment No. 2 includes Engineer's services anticipated through December 2024. The Project is anticipated to be completed in the late fall of 2024. Amendment #1 included services through July 2024.

This Revised Amendment #2 extends these services through project completion based on the Contractor's schedule (provided on 9/4/2024) that indicates substantial completion in October 2024.

It is requested the Board of Public Works:

Approve Revised Amendment #2 with DLZ Indiana, LLC for the Benham Water Tower Rehabilitation Project, for an increase of \$48,000.00, bringing the current not-to-exceed fee to \$159,860.00.

CITY OF ELKHART INDIANA,
AMENDMENT NO. 2
BETWEEN CITY OF ELKHART AND DLZ INDIANA, LLC
FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 2 is effective as of _____

1. Background Data:

- a. Effective Date of Original Agreement: November 1, 2022
- b. Owner: City of Elkhart, Indiana, acting by and through its Board of Public Works
- c. Engineer: DLZ Indiana, LLC
- d. Project: Benham Water Tower Rehabilitation Project

2. Nature of Amendment:

No. 2 Additional Services to be performed by Engineer

No. 2 Additional Services to be performed by Subconsultants


3. Description of Modifications

- a. Revise Article 9, paragraph 9.01 to modify Exhibit A, consisting of 7 pages
- b. Revise Engineers Services as generally described below:
 - i. Revise Part II - Basic services as generally described below:
 - a) Provide additional services under Task 6 –Construction Administration
 - b) Provide additional services under Task 7 – Limited Construction Observation and Testing Services
 - ii. Revise Part III – Schedule of Services
 - a) Extend the Engineer’s services through ~~July~~ **October** 2024.
This Amendment No. 2 includes Engineer’s anticipated services through October 2024.

See Attachment 1.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment No. 2. All provisions of the Agreement not modified by this Amendment remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2.

OWNER: City of Elkhart, Indiana, acting by and through its Board of Public Works		ENGINEER: DLZ Indiana, LLC	
By:	Michael Machlan	By:	 Andrew C. Lemberis, P.E.
Title:	President, Board of Works	Title:	Vice President
Date Signed:		Date Signed:	10/29/2024
Attest:		Engineer License or Certificate No.:	PE 10100882
	Clerk	State of:	Indiana
Address for giving notices:		Address for giving notices:	
Elkhart City Board of Public Works		DLZ Indiana, LLC	
229 S. Second Street		2211 E. Jefferson Blvd.	
Elkhart, Indiana 46516		South Bend, IN 46615	

	Designated Representative: Tory S. Irwin, PE		Designated Representative: Jamie Poczekay, P.E.
Title:	City Engineer/Director of Public Works	Title:	Project Manager
Phone Number:	574-293-2572	Phone Number:	574-236-4400
Facsimile Number:	574-293-7658	Facsimile Number:	574-236-4471
E-Mail Address:	tory.irwin@coei.org	E-Mail Address:	jpoczekay@dlz.com

This is **Attachment 1**, consisting of 1 page, to Amendment No. 2.

Modifications

1. Revise Article 9, paragraph 9.01 to include:
 - a. “A. Exhibit A “Engineer’s Services,” consisting of seven (7) pages.”
2. Exhibit A – Engineer’s Services - Modifications
 - a. Part II – Basic Services
 - i. Engineer shall perform the modifications or additions to the following tasks as shown in the attached Revised Exhibit A:
 1. Task 6 – Construction Administration
 2. Task 7 - Limited Construction Observation and Testing Services
 - b. Part III – Schedule of Services
 - i. The schedule shall be modified to extend the Engineer’s services as shown in the Schedule of Services section in the Revised Exhibit A.
 - ii. Amendment No. 1 extended services through July 2024. This Amendment No. 2 includes Engineer’s anticipated services through October 2024.
 - c. The Basic Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as indicated on the attached revised Exhibit A (7 pages total).
3. Exhibit C Modifications:
 - a. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer additional or modified compensation as indicated in the attached revised Exhibit C, one (1) page total.
4. Other portions of the Agreement (including previous amendments, if any) are modified as followed: Replace Exhibit A Amendment No. 1 modifications with Amendment No. 2.

(Remainder of this page intentionally left blank)

This is **EXHIBIT A**, consisting of seven (7) pages, referred to in and part of the
Agreement between Owner and Engineer for Professional Services

Engineer's Services

PART I – PROJECT DESCRIPTION

The project includes investigative services, design phase services, permitting, bidding phase services, construction administration and construction observation.

- 1) The 500,000-gallon Benham Cone Roof Water Storage Tank is a double ellipse, legged, elevated storage tank. The Owner desires to sandblast, repair and recoat the inside and outside of the water tower. The Owner also desires to make necessary repairs noted below, which are recommendations from the report entitled, "Maintenance Inspection – 500,000 Gallon Cone Roof (Benham)" by Dixon Engineering, Inc. in December 2015:
 - a) High- pressure water clean (5,000-10,000 psi), spot power tool clean and recoat the exterior with a polyurethane system.
 - b) Abrasive blast clean the pit piping to a commercial grade (SSPC-SP6) and apply a two coat epoxy system.
 - c) Repair the leg concrete foundations.
 - d) Loosen the flap gate hinge connection on the overflow pipe.
 - e) Reroute the antenna cables and electrical conduit under the balcony, the antenna cable relocation should be performed by the antenna owner/installer. The electrical conduit relocation could be performed with the next paint project and would be incidental to exterior painting.
 - f) Install rigging couplings under the bowl, halfway between each leg and the riser. The couplings would be used by contractors for rigging safety lines during exterior work.
 - g) Remove the riser tie bands from the riser rods, weld attachment lugs to the riser, and reconnect the riser rods.
 - h) Install a 30-inch diameter manway in the bottom of the riser.
 - i) Install a handhold at the roof openings for entering and exiting the opening.
 - j) Install a fall prevention device on the wet interior ladder.
- 2) The Engineer will subconsult with a steel tank inspection company to provide a new maintenance inspection report for the 500,000 gallon Benham Water Storage Tank.
- 3) The Engineer shall prepare construction documents, provide bid phase services, provide construction administration services, and provide construction observation and testing services. The construction documents will be based on the recommendation from the new maintenance inspections report noted in Item 2., above.
- 4) This Agreement has been developed assuming all lead-based paints have been previously removed from the water tower.
 - a) The design of lead-based paint abatement/remediation requirements are not included in this agreement and are considered an additional service.

- 5) The design of electrical, lighting, and communication improvements are not included in the contract.
- 6) The Engineer will evaluate a cathodic protection system. If requested by the Owner, the Engineer will design a cathodic protection system.

PART II – BASIC SERVICES

The Engineer will provide consulting engineering services necessary for the completion of the Benham Water Tower Rehabilitation Project (Project). The Engineer will complete investigative services, design phase services, bidding phase services, construction administration services and limited construction observation services.

Task 1 – Project Management

1. The Engineer will establish project management controls and procedures including: scheduling, budgeting, subcontractor management, and quality controls. Engineer will perform monthly invoicing and status reporting including progress updates.
2. Monthly meetings with the Owner will be conducted. Agendas will be submitted prior to the meeting and meeting minutes will be submitted to all attendees within seven (7) days of the meeting. Two (2) meetings are anticipated.

Task 2 – Tank Inspection

1. The Engineer shall procure the services of an experienced Subconsultant to perform a maintenance inspection for this project. This work shall include:
 - a) Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV).
 - b) Review interior surfaces for corrosion and/or damage and qualify damage for repairs.
 - c) Inspect the exterior coating.
 - d) Review exterior appurtenances for damage due to corrosion.
 - e) Review the exterior of the exposed foundations.
 - f) Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include conclusions and recommendations, base report, digital photographs with descriptions, and an edited inspection video.

Task 3 – Construction Documents

1. The Engineer shall prepare construction documents including sketches, front-end documents, and technical specifications for the project.
 - a) Utilize City of Elkhart front-end bid specifications assuming that the project is only funded through local funds. Development of bidding documents for other funding sources are considered additional services.

- b) Technical specifications will be based upon recommendations developed in a Maintenance Inspection Report to be prepared as part of this project.
- c) Sketches will be provided as attachments as necessary to convey the intent of the project to the Bidders.
- d) The Engineer will evaluate and provide guidance to the OWNER regarding a cathodic protection system.

Task 4 – Cathodic Protection System Design

If directed by the Owner, the Engineer will design a cathodic protection system and the incoming power feed/service.

Task 5 – Bid Phase Services

1. The Engineer shall assist the Owner in the following items during the bidding phase:
 - a) Advertising and obtaining bids for the contract for construction, materials, equipment and services described above by a prime contractor.
 - b) Issue addenda as appropriate to clarify, correct or change the bidding documents.
 - c) Attend the bid opening, prepare bid tabulation sheets and assist Client in evaluating bids or proposals and in assembling and awarding contracts.
2. Electronic documents will be provided by the Engineer to the City for placement onto the City of Elkhart online plan room for bidding purposes.

Task 6 – Construction Administration

1. The Engineer shall perform the following subtasks as part of the Construction Administration Phase **through July October 2024**:
 - a) Facilitate pre-construction conferences and prepare agenda and meeting memorandum.
 - b) Prepare and issue Engineer's Supplemental Instructions and Proposal Requests.
 - c) Review Contractor's Payment Applications and prepare recommendations for payment.
 - d) Prepare and recommend Change Orders.
 - e) Review shop drawings for compliance to design intent.
 - f) Prepare punch list and issue additional comments as required.
 - g) Perform final inspection of Work.
 - h) Prepare Certificate of Substantial Completion.
 - i) **The Engineer shall procure the services of an experienced subconsultant to provide an ROV and/or exterior observation, and prepare a summary report.**

Task 7 – Limited Construction Observation and Testing Services (through ~~December 2023~~ October 2024.)

1. It is estimated that the Engineer shall provide limited construction observation and testing services (weld, surface preparation, wet film, and/or dry film paint thickness) for the

components listed below. Note that the final paint systems may vary slightly from what is identified in the table below and will not be finally determined until the preparation of the construction documents. The Engineer shall provide the following services:

- a) Construction Observation services will consist of the following:
 - i. The ENGINEER shall provide one (1) periodic Project Representative throughout the construction period through project closeout. The Project Representative will coordinate with the Contractor in a sole effort to schedule weld and/or paint inspection and/or testing services.
 - ii. The Project Representative will take directions from and report to the OWNER and/or ENGINEER on all matters concerning contract compliance and administration.
- b) Certified Weld Inspection/Testing
 - i. Review submitted installation procedures and qualifications of proposed field welders for approval.
 - ii. Perform visual inspection of prefabricated items prior to installation.
 - iii. Perform visual inspection of field welds and perform magnetic-particle inspection of up to 25% of said welds.
 - iv. Perform bolt-torque testing on newly installed critical bolted connections.
 - v. Tests/inspections will be documented, and any non-conformance will be submitted to the contractor for remediation and re-inspection/testing prior to painting. Any re-testing required shall be included in the construction documents to be reimbursed to the Owner for cost of said re-testing.
- c) Paint Inspection/Testing
 - i. Perform inspection of abrasive blast cleaning of all interior and exterior surfaces for completeness and conformance to specifications prior to installation of prime and stripe coats.
 - ii. Perform testing and inspection of prime paint coats for dry film thickness and uniformity requirements prior to subsequent coat installations.
 - iii. Perform testing and inspection of intermediate paint coats for dry film thickness and uniformity requirements prior to subsequent coat installations.
 - iv. Perform testing and inspection of final paint coats for dry film thickness, uniformity, and performance (visual) requirements prior to final acceptance
 - v. Tests/inspections will be documented, and any non-conformance will be submitted to the contractor for remediation and re-inspection/testing prior to additional painting. Any re-testing required shall be included in the construction documents to be reimbursed to the Owner for cost of said re-testing.

~~2. It is estimated that the Engineer shall provide limited construction observation services up to 110 hours. In addition, up to 36 days are included for testing services, to be invoiced at the daily rate.~~

Task 8 – Warranty Observation

1. The Engineer shall procure the services of an experienced subconsultant to provide a one-year warranty observation, including ROV and/or exterior observation only. The Engineer shall provide the following services:

- a) Warranty Observation services will consist of the following:

- i. Review all wet or dry interior services for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
- ii. Observe the exterior coating and quantify damages.
- iii. Review all repairs completed during the Construction Phase.
- iv. Review all exterior appurtenances for damage due to corrosion or construction.
- v. Review exterior of the exposed foundations.
- vi. Review screening of the vent, overflow pipe and other possible contamination sources.
- vii. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be in letter format.

(Remainder of this page intentionally left blank.)

PART III – SCHEDULE OF SERVICES

The Engineer understands the OWNER’s desire to complete the scope of services outlined above in an expeditious manner. The Engineer will complete the above work in accordance with the following schedule. Notice to Proceed (NTP), from the Owner, is anticipated to occur on October 4, 2022. The following summarizes the anticipated schedule, based on the NTP of October 4, 2022:

Notice to Proceed	October 4, 2022
Tank Inspection	75 days after Notice to Proceed
Preliminary Bid Package Submittal	15 days after receipt of Tank Inspection Report and Recommendations
Final Bid Package Submittal	January 2023
Board Approval of Bid Documents	January 2023
Bidding Opening	February 2023
Construction/Rehabilitation*	October 2024

* **Amendment #1 included Engineer’s services through July 2024. This Amendment No. 2 includes Engineer’s anticipated services through October 2024.**

PART IV - ADDITIONAL SERVICES

Additional services that are not included in the above Project scope are available through the resources of Engineer. It is not anticipated that these services will be required at this time. Additional services include, but are not limited to:

- A. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project except as specifically set out in **Exhibit A Part II – Basic Services**.
- B. Preparing documents for alternate bids requested by Owner for Contractor’s work which is not executed or documents for out-of-sequence work.
- C. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist Owner in obtaining process licensing; detailed quantity of surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by Owner.

- D. Lead based paint testing, analysis and design of abatement/remediation procedures.
- E. Services during out-of-town travel required of Engineer other than visit to the site or Owner's office.
- F. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services except as specifically set out in Article 6 of the Professional Services Agreement. Preparation of revised bid documents for rebidding in the event that bids as received are rejected except as specifically set out in Article 6 of the Professional Services Agreement.
- G. Preparation of operating, maintenance and staffing manuals.
- H. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other legal or administrative proceeding involving the project.
- I. Services to make measured drawings of or to investigate the accuracy of drawings or other information furnished by the Owner except as specially set out in **Exhibit A Part II – Basic Services**
- J. Preparation of an Environmental Assessment, Environmental Impact Statement, Section 4(f) Evaluation, Section 106 Evaluation, Section 6(f) Evaluation or other environmental compliance documentation, as required except as specifically set out in **Exhibit A Part II – Basic Services**.
- K. Unless otherwise specifically noted in **Exhibit A Part II – Basic Services**, design of electrical, lighting, communication improvements.
- L. Additional Services in connection with the project, including services which are to be furnished by Owner in accordance with **Exhibit B** and services not otherwise provided for in this Agreement.
- M. Preparation and submittal of an IDEM Construction Permit for Public Water System (IAC 327 8-3-3).
- N. All other services not specifically listed in the Engineer's Scope of Services.

(Remainder of this page intentionally left blank.)

A. This is **EXHIBIT C**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Payments to Engineer for Services and Reimbursable Expenses

Engineer's services will be billed monthly. Payment shall be made under the provisions of Article 5. If the Owner has questions or comments concerning our services or charges during the course of the work, they are to be brought to Engineer's attention immediate so that any problem can resolved quickly.

In consideration of the Basic Services presented in **EXHIBIT A**, Engineer will be compensated on a lump sum basis, except as otherwise indicated, for a fee not to exceed **\$159,860.00** based on percentage of task completion.

Task	Description	Fee
1	PROJECT MANAGEMENT	\$1,000.00
2	TANK INSPECTION	\$5,500.00
3	CONSTRUCTION DOCUMENTS	\$12,500.00
4	CATHODIC PROTECTION SYSTEM DESIGN (If directed by OWNER)	\$5,500.00
5	BIDDING PHASE SERVICES	\$3,500.00
	DESIGN SERVICES TOTAL	\$28,000.00
6	CONSTRUCTION ADMINISTRATION (HOURLY RATE)	\$9,000.00 (SA#1) \$45,760.00 (SA#2) \$71,760.00
7	LIMITED CONSTRUCTION OBSERVATION AND TESTING SERVICES (DAILY AND HOURLY RATE)	\$30,600.00 (SA#1) \$33,100.00 (SA#2) \$55,100.00
8	WARRANTY OBSERVATION	\$5,000.00
	CONSTRUCTION SERVICES TOTAL	\$44,600.00 (SA#1) \$83,860.00 (SA#2) \$131,860.00
	PROJECT TOTAL	\$72,600.00 (SA#1) \$111,860.00 (SA#2) \$159,860.00

Invoices will be submitted on a monthly basis based upon percent of completion. For tasks designated as an Allowance, invoices will be based upon reimbursable expenses listed and actual hours worked at the hourly rates identified in **Exhibit H**.

The Owner shall reimburse the Engineer all fees paid to review agencies to secure permits and agreements necessary for the Project.

Additional services, as required or desired, will be negotiated and agreed upon before commencing work on those services.



City of Elkhart
Public Works and Utilities

M E M O R A N D U M

Date October 25, 2024
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager *LK*
RE H&G PSA for on-call services

Elkhart Public Works is respectfully requesting the Board of Works to approve the attached contract with H&G Services for on-call services to conduct an electrical evaluation of the water and wastewater treatment facilities. This scope will identify and prioritize necessary electrical repairs, upgrades and to establish a practical and financially sustainable preventive maintenance program per NFPS 70B and NETA Standards.

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”)

between The City of Elkhart, Indiana, acting by and through its Board of Public Works (“Owner”) and H & G Services (“Engineer” or “Electrical Engineer”).

For the following Project: (“Project”).

On-call services for electrical evaluation Wastewater Treatment Plant and Water Treatment facilities to identify and prioritize necessary electrical repairs and upgrades and establish a practical and financially sustainable Preventive Maintenance program per NFPA 70B and NETA Standards.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ELKECTRICAL ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall make available to Engineer reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Engineer may rely upon said documents without independent verification unless advised by the Owner that verification may be needed.

ARTICLE 3 – DEFINITIONS

3.01 Defined Terms

A. The terms used in this Agreement and Exhibits, including the singular and plural forms, have the meanings indicated in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
3. *Conflict of Interest* - Conflict of interest means that because of other activities or relationships with other persons, a person or entity is unable or potentially unable to render impartial assistance or advice to the City, or the person's or entity's objectivity in performing the contract work is or might be otherwise impaired, or a person or entity has an unfair competitive advantage.
4. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
5. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
6. *Documents* – Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Contractor to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated, it means the date on which the last party duly executes this Agreement.
9. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and authorities.
10. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and

workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Work* – The entire construction or the various identifiable parts required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the contract documents.

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

4.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Engineer's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than _____.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, shall be extended for the period of such delay or Owner shall authorize Engineer to work overtime to make up such lost time, and Engineer's compensation shall be adjusted equitably.

C. If, through no fault of Owner, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services are impaired, or Engineer's services are delayed by reason of any error, inconsistency or omission of Engineer, Engineer shall compensate Owner for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Engineer's compensation. In addition, Engineer shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to Owner because of such delay.

D. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be mutually agreed upon by the parties.

E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month along with reasonable supporting detail. Owner shall pay approved amounts no later than 40 days after receipt or as Owner's standard practices allow.

5.02 *Payments*

A. Prior to final payment to Engineer, Engineer shall furnish evidence satisfactory to Owner that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of final payment shall constitute a waiver of all claims by Engineer for compensation for its services.

B. Should there be any claim, obligation or lien asserted before or after final payment is made that arises from Engineer's services, Engineer shall reimburse Owner for any costs and expenses, including attorneys' fees, costs and expenses, incurred by Owner in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided Owner is making payments or has made payments to Engineer in accordance with the terms of this Agreement.

C. Should Engineer or its consultants fail to perform or otherwise be in default under the terms of this Agreement, Owner shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

D. Engineer's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to Owner at mutually convenient times for all services to be compensated on the basis of actual cost.

E. Engineer shall be paid by electronic funds transfer unless Contractor notifies the Owner of a valid reason for using another payment method. Contractor shall complete a W-9 as well as the authorization form for an EFT.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. The standard of care for all professional electrical engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

time and in the same locality. Engineer shall be responsible to Owner for the costs of any errors or omissions of the Engineer or of consultants retained by Engineer.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to written approval of Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.

D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing.

F. Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

G. All Contract Documents and Applications for Payment shall be subject to Owner approval.

6.02 Use of Documents

A. Upon the making of final payment to Engineer, Owner shall receive ownership of the property rights of all of the Documents prepared, provided or procured by Engineer or by consultants retained by Engineer. All Documents prepared, provided or procured by Engineer or by consultants retained by Engineer shall be distributed to Owner. All Documents whether printed or electronic media format, and including AutoCad drawings, shall be provided to Owner at anytime upon the Owner's request. If this Agreement is terminated pursuant to Paragraph 7.04.B, Owner shall receive ownership of the property rights of the Documents upon payment for all services rendered according to this Agreement, at which time, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Owner may use, reproduce or make derivative works from the Documents for extensions of the Project or other projects without the prior authorization of Engineer or its consultant. However, Owner's use of the Documents for derivative work without Engineer's

authorization or involvement is at Owner's sole risk unless negligence of the Engineer's work is the cause of any damages.

C. Similarly, Engineer shall obtain from its consultants property rights and rights of use that correspond to the rights given by Engineer to Owner in this Agreement.

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

E. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

F. The Engineer may not use the information gathered or the Documents created for this Project at the Owner's expense without the written consent of the Owner.

6.03 *Insurance*

A. Before commencing its services and as a condition of payment, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance", which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Engineer or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Engineer shall require its consultants to maintain Comprehensive General Liability, Automobile Liability, Workers Compensation and Professional Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

C. Engineer shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Engineer under this Agreement, which shall be a practice policy written for the amounts set forth in Exhibit D, "Insurance" with a deductible not to exceed \$100,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Engineer for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Engineer. The deductible shall be paid by Engineer.

D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit D, and a copy of its Professional Liability policy. Such certificates and

policy shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to Owner. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Engineer and its Professional Liability insurance carrier shall notify Owner within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Engineer's Professional Liability insurance carrier of a claim against the policy.

6.04 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 7.04B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments upon Termination. In the event of any termination under Paragraph 7.04, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. Delivery of Project Materials to Owner. Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer.

6.05 Controlling Law

A. This Agreement shall be governed by the law of the State of Indiana.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.07 Dispute Resolution

A. Owner and Engineer agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

6.08 *Indemnification by Engineer*

A. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

6.9 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 7 – E-VERIFY REQUIREMENT

7.01 Terms

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

7.02 Enrollment and Participation

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Engineer shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Engineer shall provide Owner with documentation that it is enrolled and participating in the E-Verify program.

7.03 Affidavit

A. Engineer is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Engineer and delivered to Owner along with the documentation of the E-Verify program enrollment and participation.

7.04 Subcontractors

A. Should Engineer subcontract for the performance of any work under this Agreement, the Engineer shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-verify program.

B. Engineer shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Engineer shall also deliver a copy of the subcontractor certification to the Owner within seven days of the effective date of the subcontract.

7.05 Employment of Unauthorized Aliens

A. If Engineer, or any subcontractor of Engineer, knowingly employs or contracts with any unauthorized alien, or retains an employee or contract with a person that the Engineer or subcontractor subsequently learns is an unauthorized alien, Engineer shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Engineer or any subcontractor of Engineer fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, Owner has the right to terminate this Agreement without consequence.

7.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, “Engineer’s Services,” consisting of one page.
- B. Exhibit B, “Owner’s Responsibilities,” consisting of one page(s).
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of one page.
- D. Exhibit D, “Insurance,” consisting of one page.
- E. Exhibit E, “Affidavit of E-Verify Enrollment and Participation” consisting of one page.
- F. Exhibit F, “Certification Statement Regarding Investments in Iran,” consisting of one page.
- G. Exhibit G, “Title VI Notice,” consisting of two pages.
- H. Exhibit H, “EFT Agreement” consisting of one page.
- I. Exhibit I, “IRS Form W-9” consisting of one page.

8.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

8.04 *Suspension and Debarment*

A. Electrical Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Electrical Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state department or agency. Necessary certification forms shall be provided by the Owner.

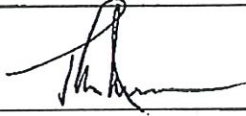
8.05 *Investments in Iran*

A. The Engineer shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

8.06 *Title VI Notice*

A. The Engineer shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: City of Elkhart, Indiana, acting by and through its Board of Public Works		ENGINEER: <i>THOMAS J HERRMAN</i>	
By:		By:	
Title:		Title:	<i>PRESIDENT / P.E.</i>
Date Signed:		Date Signed:	<i>10/28/2024</i>
Attest:		Electrical Engineer License or Certification No.:	<i>IN 14182</i>
Clerk		State of:	<i>INDIANA</i>
Address for giving notices:		Address for giving notices:	
Elkhart City Board of Public Works		<i>HIG SERVICES</i>	
229 S. Second Street		<i>3419 NORTH HOME ST</i>	
Elkhart, Indiana 46516		<i>Mishawaka, IN 46545</i>	

Designated Representative:		Designated Representative: <i>STEVE BENSON</i>	
Title:		Title:	<i>PROJECT MANAGER</i>
Phone Number:		Phone Number:	<i>574-274-6603</i>
Facsimile Number:		Facsimile Number:	
E-Mail Address:		E-Mail Address:	<i>sbenson@hgservices.com</i>

This is **EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

1. Identify the needs and vulnerabilities of the current electrical service throughout the Wastewater Treatment Plant.
2. Prioritize those needs and vulnerabilities according to safety, regulations, and cost.

This is **EXHIBIT B**, consisting of one page, referred to in and part of the
Agreement between Owner and Engineer for Professional Services

Owner's Responsibilities

To provide access to the Electrical Engineer, and any other necessary personnel, during the times of the inspections.

This is **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Payments to Engineer for Services and Reimbursable Expenses

Engineer's rates and charges are attached. Cost of initial services is not to exceed thirty thousand dollars and no cents (\$30,000.00).

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

Insurance

A. The limits of liability for the insurance required by paragraph 6.04 of the Agreement for Engineer are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury --Each Accident:	\$1,000,000
b. Property Damage --Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

This is **EXHIBIT E**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, _____, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by _____ (“Engineer”) in the position of _____.
3. I am familiar with the employment policies, practices, and procedures of Engineer and have the authority to act on behalf of the Engineer.
4. Engineer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit “A” and incorporated herein.
5. Engineer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Engineer does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the _____ day of _____, 20__.

Printed: _____

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS _____ DAY OF _____, 20____.

Printed: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services



City of Elkhart, Indiana
the city with a heart



Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the grounds of religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator
City of Elkhart
229 S 2nd Street
Elkhart, Indiana 46516

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevicoordinator@coei.org

Acceptance by Engineer

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Signed

Printed Name

Dated

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>



M E M O R A N D U M

Date October 30, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager SB
RE JBS Prepared Foods – Permit # 2002-01

The Board of Public Works (Board) issued JBS Prepared Foods an Administrative Order on June 4, 2024, with the completion due date of September 30, 2024.

A 60-day extension was granted by the Board on October 1, 2024, for JBS Prepared Foods and Public Works Staff to explore alternatives with the Administrative Order.

Public Works & Utilities met with representatives from JBS Prepared Foods on October 8, 2024, and both parties have agreed upon the following terms and conditions:

- 10/8/2024, the City of Elkhart will have 24/7 365 days a year access inside the facility grounds without physically signing in to the security building to perform the sampling they require.
- 10/9/24, JBS Prepared Foods provided Pretreatment Staff a badge to enable walking thru the security building to gain access to the control manhole. The City will not need to talk with the security guard. Simply walk through like all JBS employees currently do. On a temporary basis, the City will use this method to do sampling and meter reading.
- 12/1/2024, JBS will also be purchasing a small shed with 110v electrical service for the City to place their sampler inside. This small shed will protect the city sampler in colder months
- 12/15/2024, JBS is currently ordering the enclosure, interface and cabling required to get the hands-free meter reading as required by the Administrative Order.
- 5/1/2025, JBS will at once modify the current gates and coordinate installation within the next 4-6 months to enable the City to drive up, badge in/out without walking into the security building.

Please except this update as it pertains to JBS Prepared Foods Administrative Order.



M E M O R A N D U M

Date October 30, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager_{SB}
RE Yellow Dog – Permit # 2012-01

The Pretreatment group requests the Board of Public Works approval of the Industrial Wastewater Discharge Permit renewal for Yellow Dog Permit # 2012-01, located at 2730 Almac Court, Elkhart, Indiana.

Yellow Dog conducts metal finishing for aluminum parts used for recreational vehicles, marine, windows and doors.

Yellow Dog has been a very cooperative and compliant facility; the Pretreatment group recommends this Permit renewal.

Please issue Yellow Dog its standard five-year Industrial Wastewater Discharge Permit renewal.



M E M O R A N D U M

Date October 30, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager^{SB}
RE Lippert Components, Plant #72 – Permit # 98-03

The Pretreatment group requests the Board of Public Works approval of the Industrial Wastewater Discharge Permit renewal for Lippert Components, Plant #72 Permit # 98-03, located at 2501 Jeanwood Dr., Elkhart, Indiana.

Lippert Components, Plant # 72, conducts metal finishing cleaning with powder coating and ecoating operations for recreational vehicle and automotive.

Lippert Components, Plant #72, has been a very cooperative and compliant facility; the Pretreatment group recommends this Permit renewal.

Please issue Lippert Components, Plant # 72, its standard five-year Industrial Wastewater Discharge Permit renewal.



M E M O R A N D U M

Date October 30, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager 53
RE MOR/ryde International – Permit # 2017-01

The Pretreatment group requests the Board of Public Works approval of the Industrial Wastewater Discharge Permit renewal for MOR/ryde International Permit # 2017-01, located at 309 Stainless Drive, Elkhart, Indiana.

MOR/ryde International manufacturing process consists of cleaning steel and aluminum parts in preparation of powder coating.

MOR/ryde International has been a very cooperative and compliant facility; the Pretreatment group recommends this Permit renewal.

Please issue MOR/ryde International its standard five-year Industrial Wastewater Discharge Permit renewal.



City of Elkhart
Public Works and Utilities

M E M O R A N D U M

Date October 30, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE Anderson Silver Plating – Permit # 85-07

The Pretreatment group requests the Board of Public Works approval of the Industrial Wastewater Discharge Permit renewal for Anderson Silver Plating Permit # 85-07, located at 541 Industrial Parkway, Elkhart, Indiana.

Anderson Silver Plating plates nickel, copper, silver and gold for musical instruments, aerospace, military, electronic parts, race car suspension parts.

Anderson Silver Plating has been a very cooperative and compliant facility; the Pretreatment group recommends this Permit renewal.

Please issue Anderson Silver Plating its standard five-year Industrial Wastewater Discharge Permit renewal.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, Director of Public Works
RE: 15 Year CSO LTCP Update TI

As of this November, the Sewer Utility is 15 years into the 20 year Long Term Control Plan/Consent Decree. Per the Consent Decree, all projects must be completed by December 2029. This memo is being provided as an update on the progress that has been made, is being made, and the status of the near future.

There are numerous ways to report the Consent Decree progress. In 2008 dollars, it was projected to cost \$134,151,000 in capital projects. There were 8 control measures, broken down into 38 different elements. To call each element a project would be an unfair comparison, as some were/are as easy as sealing an outfall, while others are extensive multi-million dollar projects.

By the 38 elements: 14 are complete; 1 is entering completion (WWTP); 2 are under active construction (CSO 39 and Oakland A); 1 is entering construction (Oakland B); 2 are in design (Oakland C/D); and 1 is entering design (CSO 13). That leaves 17 to go.

By the 8 control measures: 4 are entirely completed. The remaining 4 are in some stage of progress – design, construction, or partially complete.

By the (2008 dollars) \$134,151,000 estimated cost: the completed projects to date totaled \$40,472,730; currently active contracts total \$90,378,476. The remaining projects to finish the Consent Decree are not to the detailed estimate stage, but as of today we are projecting them to come in around \$135 million. In totality, the completed Consent Decree will likely come in at a capital cost of around \$270 million – roughly double the 2008 estimate - which was not adjusted for inflation.

The remaining large capital projects that are not under construction, and their status:

- Oakland C Construction – currently in design – must be operational by Nov 2028
- Oakland D Construction – currently in design – must be operational by Nov 2028
- CSO 13 Separation – began design today – must be operational by Nov 2026
- Riverside Drive Storage Tank – not started – must be operational by Dec 2029
- CSO 15 Separation – not started – must be operational by Dec 2029
- CSO 23 Force Main and Improvements – not started – must be operational by Dec 2029

To-date all milestone dates have been met. The sewer rates are structured to try to accommodate the remaining projects, and we remain hopeful the current rate plan will be adequate.

It is requested the Board of Public Works:
Accept and place the 15 Year CSO LTCP Status update on file.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, City Engineer *TI*
RE: **Control Measure 3 - WWTP Plant Upgrades Phase II - Bid Date Component**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, the City of Elkhart is in compliance with the Critical Milestone Bid Date, as defined by Section IV.8.d, for the WWTP Plant Upgrades CSO Control Measure, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective September 22, 2021 City had appropriately allocated funds, accepted and awarded a contract, and issued the notice to proceed for the Wastewater Treatment Plant Capacity Upgrades Phase II component.

The Bid Date Critical Milestone for this Control Measure was already achieved on July 15, 2014.

References: *Executed Contract, August 17, 2021*
Notice to Proceed, September 22, 2021

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: April 10, 2013
TO: Board of Public Works
FROM: Tory Irwin, Utility Engineer *TI*
RE: **Control Measure 3 – WWTP Plant Upgrades Phase II - Design Component**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, the City of Elkhart is in compliance with the Critical Milestone Design Date, as defined by Section IV.8.v, for the WWTP Plant Upgrades Control Measure, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective August 21, 2018 the design for the WWTP Capacity Upgrade Project – Phase II was officially started with the approval of the design professional services agreement.

The Design Date Critical Milestone for this Control Measure was already achieved on March 19, 2013.

References: *City of Elkhart, Indiana Standard Form of Agreement Between Owner and Engineer for Professional Services (Edition 2017), effective August 21, 2018.*

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, City Engineer II
RE: **Control Measure 5 – Oakland Avenue Project A - Design Component**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, the City of Elkhart is in compliance with the Critical Milestone Design Date, as defined by Section IV.8.v, for the Oakland Avenue Control Measure, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective March 1, 2022 the design for the Oakland Avenue Phase A project was officially started with the approval of the design professional services agreement.

The Design Date Critical Milestone for this Control Measure was already achieved on October 20, 2020.

References: *City of Elkhart, Indiana Standard Form of Agreement Between Owner and Engineer for Professional Services (Edition 2020)*

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, City Engineer *TI*
RE: **Control Measure 5 – Oakland Avenue Project B - Design Component**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, the City of Elkhart is in compliance with the Critical Milestone Design Date, as defined by Section IV.8.v, for the Oakland Avenue Control Measure, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective May 6, 2023 the design for the Oakland Avenue Phase B project was officially started with the approval of the design professional services agreement.

The Design Date Critical Milestone for this Control Measure was already achieved on October 20, 2020.

References: *City of Elkhart, Indiana Standard Form of Agreement Between Owner and Engineer for Professional Services (Edition 2020)*

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, City Engineer II
RE: **Control Measure 5 – Oakland Avenue Control - Bid Date Compliance**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, and as amended on April 26, 2022, the City of Elkhart is in compliance with the Critical Milestone Bid Date, as defined by Section IV.8.d, for the Oakland Avenue Control Measure, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective May 11, 2023 the City had appropriately allocated funds, accepted and awarded a contract, and issued the notice to proceed for the Oakland Avenue Control Measure with the bid of Oakland Avenue Phase A. This is 188 days earlier than required by the critical milestone deadline of November 15, 2023 as outlined in the CD Appendix A.

References: *Executed Contract, February 21, 2023*
Notice to Proceed, May 11, 2023

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, City Engineer TI
RE: **Control Measure 5 – Oakland Avenue Project C - Design Component**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, the City of Elkhart is in compliance with the Critical Milestone Design Date, as defined by Section IV.8.v, for the Oakland Avenue Control Measure, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective May 21, 2024 the design for the Oakland Avenue Phase C project was officially started with the approval of the design professional services agreement.

The Design Date Critical Milestone for this Control Measure was already achieved on October 20, 2020.

References: *City of Elkhart, Indiana Standard Form of Agreement Between Owner and Engineer for Professional Services (Edition 2020)*

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, City Engineer *TI*
RE: **Control Measure 5 – Oakland Avenue Project D - Design Component**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, the City of Elkhart is in compliance with the Critical Milestone Design Date, as defined by Section IV.8.v, for the Oakland Avenue Control Measure, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective May 21, 2024 the design for the Oakland Avenue Phase D project was officially started with the approval of the design professional services agreement.

The Design Date Critical Milestone for this Control Measure was already achieved on October 20, 2020.

References: *City of Elkhart, Indiana Standard Form of Agreement Between Owner and Engineer for Professional Services (Edition 2020)*

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, City Engineer *TI*
RE: **Control Measure 6 – Upper St. Joseph River CSO Control - Design Date Compliance**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, and as amended on April 26, 2022, the City of Elkhart is in compliance with the Critical Milestone Design Date, as defined by Section IV.8.v, for the Upper St. Joseph River CSO Control, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective August 2, 2022, the City began design on the Upper St. Joseph River CSO Control with the commencement of the CSO Basin 13 LTCP Control Study. This is 105 days earlier than required by the critical milestone deadline of November 15, 2022 as outlined in the CD Appendix A.

References: *City of Elkhart, Indiana Standard Form of Agreement between Owner and Engineer for Professional Services (Edition 2020), effective August 2, 2022 (The City of Elkhart, Indiana, acting by and through its Board of Public Works ("Owner") and DLZ Indiana, LLC, 2211 E. Jefferson Blvd, South Bend, IN 46615 ("Engineer") for CSO Basin 13 LTCP Control Study ("Project"))*

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, City Engineer *TI*
RE: **Control Measure 6 – CSO 39 Sewer Separation - Design Component**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, and as amended on April 26, 2022, the City of Elkhart is in compliance with the Critical Milestone Design Date, as defined by Section IV.8.v, for the Upper St. Joseph River CSO Control, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective January 11, 2023 the city began the in-house design of the CSO 39 Sewer Separation project component of Control Measure 6.

The Design Date Critical Milestone for this Control Measure was already achieved on August 2, 2022 with the commencement of the CSO Basin 13 LTCP Control Study.

References: *Internal Departmental Tracking*


Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2024

TO: Board of Public Works

FROM: Tory Irwin, City Engineer 

RE: **Control Measure 6 – Upper St. Joseph River CSO Control - Bid Date Compliance**

Pursuant to the United States of America and State of Indiana v. City of Elkhart, Indiana, Case Number 2:11-cv-00328-JVB-APER, Consent Decree (CD), Effective Date November 30, 2011, and as amended on April 26, 2022, the City of Elkhart is in compliance with the Critical Milestone Bid Date, as defined by Section IV.8.d, for the Upper St Joseph River Control Measure, as outlined in CD Appendix A: Section 1: Table 1-3.

Effective November 1, 2023 the City had appropriately allocated funds, accepted and awarded a contract, and issued the notice to proceed for the Upper St. Joseph River CSO Control Measure with the bid of the CSO 39 Sewer Separation Project. This is 14 days earlier than required by the critical milestone deadline of November 15, 2023 as outlined in the CD Appendix A.

References: *Executed Contract, October 3, 2023*
Notice to Proceed, November 1, 2023

Engineering requests that the Board of Works accept and place this memo on file.



M E M O R A N D U M

DATE: October 25, 2025
TO: Board of Public Works
FROM: Tory Irwin, Director of Public Works *TI*
RE: **Public Safety Building at the Former Chase Site - PSA - Structurepoint**

Attached is the Professional Service Agreement (PSA) with Structurepoint for professional services to design the Public Safety Building.

This PSA will provide full design services for the renovation and relocation of Public Safety to the site at 121 W. Franklin St. (formerly the Chase Building). The design includes all work associated to take this project through the bidding phase, such as program verification (space allocation), schematic design, Construction Manager RFP process, design development, construction documents, and competitive bidding. It does not include construction administration or observation, as that is anticipated to be an amendment as bidding approaches.

This project will be going through a Construction Manager as Constructor process. It is a different project delivery method than Engineering has used in the past. We will be sending out an RFP for this in early 2025, and review the process with the BOW.

Funds for the Public Safety Building Study will come from already appropriated Civil City funds. All currently open contracts and amendments with Structurepoint for the Public Safety Facility will be closed out as part of this action.


This contract has review and approved by legal.

It is requested the Board of Public Works:

Close the Public Safety contract(s) for all pre-design/study work, including all Amendments, with Structurepoint and approve the Professional Service Agreement with Structurepoint for the Elkhart Public Safety Facilities – Chase Building Renovation for an amount not to exceed \$2,496,600.



M E M O R A N D U M

DATE: October 25, 2024
TO: Board of Public Works
FROM: Tory Irwin, Director of Public Works 
RE: **CSO 13 Professional Services Agreement - Wessler Engineering, Inc.**

Per the City's CSO Consent Decree, the CSO 13 Sewer Separation project in the Beardsley area is moving forward. Wessler Engineering, Inc. has been selected to provide design engineering services to move the project to bidding.

The CSO 13 Sewer Separation area is a component of the Upper St. Joseph River CSO Control, with a completed construction date of November 2026. It includes the area defined by Beardsley Ave, Violet Rd, Osolo Rd, and Greenleaf Blvd. Thankfully, most the area has already had the sanitary/storm sewer separated, but Beardsley remains. This is the last remaining major project in Upper St. Joseph Control Measure, with two small CSO outfall projects to be completed once the Oakland flow has been redirected.

Wessler Engineering, Inc. will be providing all engineering services through the bidding phase, including the preliminary engineering report, full design, permitting, survey, etc.

This agreement will be funded through a sewer appropriation. We anticipating funding of the construction through the SRF.

This PSA has been approved by legal.

It is requested the Board of Public Works:
approve Professional Service Agreement between the City and Wessler Engineering Inc. for the CSO 13 Sewer Separation project, in an amount not to exceed \$229,350.



MEMORANDUM

DATE: November 6, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JSS*

RE: **Change Order #1 and Final for Bid #24-07, 2024 Asphalt Crack Sealing Project**

Change Order #1 and final for Bid #24-07, 2024 Asphalt Crack Sealing Project is an adjustment to final quantities. The net total increase in the contract price due to the Change Order is \$25,000.00, which results in a final cost that is 20.0% above the original contract price of \$125,000.00. The Street Department has sufficient funds for this additional cost.

The action requested by the Board of Public Works is as follows:

Approve Change Order #1 and Final for Bid #24-07, 2024 Asphalt Crack Sealing Project, decreasing the contract value by \$25,000.00, resulting in a contract price of \$150,000.00.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. One & Final
Dated 10/30/2024

Project: 2024 Asphalt Crack Sealing Project

Contract No. 24-07

To: Asphalt Restoration Services
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By _____
President, Board of Public Works

Dated _____

Nature of Changes


Additional quantities \$25,000.00

TOTAL \$ 25,000.00

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	<u>\$ 125,000.00</u>
Contract Price Prior to this Change Order	<u>\$ 125,000.00</u>
Net change resulting from this Change Order	<u>\$ 25,000.00</u>
Current Contract Price including this Change Order	<u>\$ 150,000.00</u>
Current Contract Price % Change from Original Price	<u>20.0%</u>
Contract Time prior to this Change Order	<u>NO CHANGE</u> (Days or Time)
Net Time change resulting from this Change Order	<u>NO CHANGE</u> (Days)
Current Contract Time including this Change Order	<u>NO CHANGE</u> (Days or Time)

The above changes are approved:

Public Works & Utilities
BY: 
Engineer
10/31/2024
DATE

The above changes are accepted:

By: _____
Contractor

DATE



MEMORANDUM

DATE: November 6, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering 
RE: **Permission to Advertise Bid #24-22, Elkhart East Area A Public Improvements**

The Engineering Staff requests approval of bid documents for Bid #24-22, Elkhart East Area A Public Improvements. This contract will include the construction of new water main, sanitary sewer, drainage systems, and streets for a proposed industrial development known as Elkhart East Area A.

The bidding, contract management, and inspection for this project is being managed by the City. The Developer has paid for the design and engineering of the project and will be paying for the construction of the public improvements. The Developer is finalizing a reimbursement agreement with the Elkhart County Redevelopment Commission; this agreement will be in place prior to the request to award the project.

The action requested by the Board of Public Works is as follows:


Approve the Plans and Bidding Documents and Grant Permission to Advertise Bid #24-22, Elkhart East Area A Public Improvements.



MEMORANDUM

DATE: October 1, 2024
November 6, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: Award Quote #24-29, Bypass Road Drainage Improvements

At the October 1, 2024, Board of Public Works meeting, bids were opened for Quote #24-29, Bypass Road Drainage Improvements. The results are as follows:

Contractor	Bid
Premium Services	\$70,930.00
Selge Construction	\$46,066.00
John Boettcher Sewer and Excavating	\$36,927.20

The project is to be funded by the ~~2024 Common Council Appropriation for Small Drainage Projects~~ 2024 Stormwater Utility Budget.

The action requested by the Board of Public Works is as follows:

Award Quote #24-29, Bypass Road Drainage Improvements, to John Boettcher Sewer and Excavating, who submitted the lowest responsive quote, with a contract price in the amount of \$36,927.20.



MEMORANDUM

DATE: November 6, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JJS*

RE: **Amendment #3 to Professional Services Agreement with Burgess and Niple for Hively Avenue Overpass Water and Sanitary Sewer Relocation Design Services**

The attached Amendment to the PSA adds the additional work to Phase 2 this Agreement to redesign the relocation of a water main along Hammond Avenue for the Hively Avenue Overpass Project. This redesign was required to accommodate the relocation of Indiana Michigan Power and NIPSCO facilities. The proposed additional fee is \$11,900.00 for both labor and expenses.

Staff recommends to the Board of Public Works:

Authorize the Board [President or Vice President] to execute Amendment #3 to Professional Services Agreement with Burgess and Niple for Hively Avenue Overpass Water and Sanitary Sewer Relocation Design Services, for a revised fee not to exceed \$189,400.00 for Phase 2 of the Agreement.

BURGESS & NIPLE

Capital Center | 251 N. Illinois Street | Suite 920 | Indianapolis, IN 46204 | 317.237.2760

Tory S. Irwin, P.E.
Elkhart City Engineer
1201 South Nappanee St.
Elkhart, IN 46516

Re: Hively Avenue Railroad Overpass, Elkhart, IN
Des. No. 1801933
Professional Engineering Services for Water
and Sanitary Sewer Relocations (Amendment
3)

June 26, 2024

Dear Mr. Irwin:

Burgess & Niple, Inc (B&N) is pleased to submit this request for amendment to provide Professional Engineering Services for the above referenced project.

PROJECT DESCRIPTION

B&N has been working with the City of Elkhart (Elkhart) on the Hively Ave. Water and Sewer Relocation Project. B&N is currently completing Final design for the project. During final design, it was requested by INDOT that the water main along Hammond Ave be redesigned in a different location to allow other utilities to relocate as necessary. Upon discussion of this matter with the Elkhart staff and INDOT's Utility Coordinator, Elkhart has requested that B&N provide an amendment to revise the design of the water main. In addition, it was requested that B&N begin work on the out of scope items to expedite the project and meet the project schedule. The additional work has been completed. B&N is requesting an amendment to our original contract to incorporate the following scope and fee into Phase II of the project.

SCOPE OF SERVICES

Phase 2: B&N is proposing to provide the following professional services to Elkhart for Phase 2 of this project.

A. Final Design

1. Coordination of revised water main location along Hammond Ave. with INDOT's Utility Coordinator, Elkhart, and other utilities.
2. Revise drawings to show new route of water main along Hammond Ave.
3. Revise IDEM Permit, cost estimate, and specifications to reflect design change.
4. A review fee of \$650 is included for the IDEM Permit Application review fee. If additional review fees are needed, an amendment will be needed to include the additional fees.

FEE FOR PROFESSIONAL SERVICES

Phase 2 – Task 1: As part of this amendment, B&N is proposing to provide additional professional services to the City of Elkhart on a lump sum basis, not to exceed \$11,900. B&N will invoice on a monthly basis on percent of work completed and payment is due within 40 days of issuance. Interest will accrue on any unpaid balance at the rate of 1.5% per month after 40 days. With this amendment, the total fee for Phase 2 is \$189,400, with a total contract amount of \$217,400. Additional services not defined above can be completed by B&N for additional fee following an amendment to this agreement.

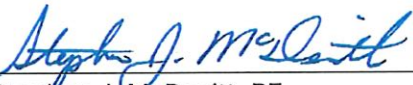
If there are any questions, do not hesitate to call. B&N appreciates this opportunity to work with you on this project.

Sincerely,

BURGESS & NIPLE, INC.



Brenton A. Hasenour, PE
Project Manager



Stephen J. McDevitt, PE
Vice President

Approved by staff:



Jeffrey Schaffer
Assistant City Engineer

Approved by Board of
Public Works:



Elkhart, IN

Hively Ave. Trax Sewer and Water Relocation Project: Amendment 3

Item	Sr. Project Manager Hours	Project Manager Hours	Project Engineer II Hours	Project Engineer V Hours	Total Hours
<i>Design and Permitting</i>					
Drawings/Coordination with INDOT, Elkhart, and Utilities	5	7	5	13	30
Specifications and Cost Estimate	0	0	1	1	2
IDEM Construction Permit	0	2	5	0	7
Additional Project Management and Utility Coord. due to Schedule Delays	2	12	0	0	14
Total Hours	7	21	11	14	53



MEMORANDUM

DATE: November 6, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JAS*

RE: **Change Order #2 and Final for Bid #23-20, Benham Avenue & Mishawaka Road Multiuse Path**

Change Order #2 and Final for Bid #23-20, Benham Avenue & Mishawaka Road Multiuse Path is an adjustment to final quantities. The net total decrease in the contract price due to the Change Order is \$29,326.38, which, along with previous change orders, results in a final cost that is 2.8% below the original contract price of \$788,990.00.

The action requested by the Board of Public Works is as follows:

Approve Change Order #2 and Final for Bid #23-20, Benham Avenue & Mishawaka Road Multiuse Path, decreasing the contract value by \$29,326.38, resulting in a contract price of \$766,512.26.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. 2 AND FINAL
Dated 10/31/2024

Project: BENHAM AVE & MISHAWAKA RD MULTI-USE PATH Contract No. 23-20

To: PREMIUM CONCRETE SERVICES
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By _____
President, Board of Public Works

Dated _____

Nature of Changes

Adjustments to Final Quantities	\$	(29,326.38)
TOTAL	\$	(29,326.38)

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	\$	788,990.00
Contract Price Prior to this Change Order	\$	795,838.64
Net change resulting from this Change Order	\$	(29,326.38)
Current Contract Price including this Change Order	\$	766,512.26
Current Contract Price % Change from Original Price		-2.8%
Contract Time prior to this Change Order		NO CHANGE (Days or Time)
Net Time change resulting from this Change Order		NO CHANGE (Days)
Current Contract Time including this Change Order		NO CHANGE (Days or Time)

The above changes are approved:

Public Works & Utilities

BY: [Signature]
Engineer

October 28, 2024

DATE

The above changes are accepted:


By: [Signature]
Contractor

10-28-2024

DATE



MEMORANDUM

DATE: November 6, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering 
RE: **MACOG Traffic Data Memorandum of Understanding**

Michiana Area Council of Governments (MACOG) collects Traffic Data within the City as part of their overall data collection program. The City pays MACOG \$5000.00 annual to support this program. By executing the attached MOU, both parties agree to this arrangement.

The action requested by the Board of Public Works is as follows:

Authorize the Assistant City Engineer to execute the MACOG Traffic Data Memorandum of Understanding.



September 12, 2024

City of Elkhart Engineering Dept.
Attn: Tory Irwin
1201 S. Nappanee St.
Elkhart, IN 46516

Re: Traffic Count Data Collection Agreement

Dear Tory,

Please find the Memorandum of Understanding for FY 2025 between the Michiana Area Council of Governments and the City of Elkhart for traffic count data to be collected by MACOG for the location sites listed on the attached sheet. Please sign and date the MOU and return a copy for our records. An invoice for \$5,000 is included. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Gardner".

Debbie Gardner
Fiscal Accounting Manager
Michiana Area Council of Governments

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into by and between the City of Elkhart Engineering Department and the Michiana Area Council of Governments, hereinafter referred to as "MACOG".

WITNESSETH:

WHEREAS, City of Elkhart Engineering Department, has previously maintained an annual traffic counting program for the purposes of planning and project development and seeks to cooperate with the MACOG to obtain the data using MACOG staff; and,

WHEREAS, MACOG currently maintains an annual traffic counting program for the purpose of developing Vehicle Miles of Travel (VMT), Annual Average Daily Traffic (AADT), project selection, planning and other traffic related statistics; and,

WHEREAS, MACOG also maintains a four county, state traffic counting program, completes the HPMS counts for the state and collects other traffic counts in the region; and,

WHEREAS, MACOG has professional staff that collects and maintains traffic count database program throughout the region; and,

WHEREAS, MACOG, working in partnership with its member cities, towns and counties, is the data repository for the region's reporting and traffic statistics; and as traffic count data is a major factor in the selection of projects for federal, state and local road projects, it mutually benefits both parties that the traffic count program be consistently completed on a three year count cycle.

IT IS THEREFORE AGREED by and between City of Elkhart Engineering Department and MACOG as follows:

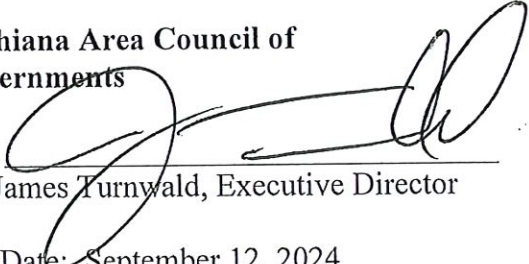
1. MACOG will collect traffic count data for the City of Elkhart Engineering Department at those sites within the city as listed on attachment A of this MOU and herein agreed to by both parties.
2. This MOU is renewable each year upon the signing of a similar agreement to provide traffic counting services,
3. MACOG, in partnership with City of Elkhart Engineering Department will develop a mutually agreeable schedule of counting activities in such manner that all agreed sites will be counted in their entirety within a three (3) year cycle, (contingent upon this program being continued for a full three years).
4. Data to be collected shall be classification counts based on the thirteen (13) vehicle types as defined within the Federal Highway Administration's "Traffic Monitoring Guide". The counts shall be hourly, per direction, for a

minimum of forty-eight (48) hours.

5. Data collected will be posted to the macogis.com website.
6. MACOG further agrees to complete up to two (2) 12hr turning movement counts. MACOG will annually provide the Transportation Technical Advisory Council with a list of congested roads, however City of Elkhart Engineering Department is responsible for identifying the intersections to be studied in writing to the MACOG Director.
7. Under this MOU, the City of Elkhart Engineering Department agrees to provide the MACOG \$5,000, which may be used by the MACOG as local technical assistance and planning, matching funds. These funds will be paid to the MACOG within 30 days of the effective date (July 1, 2024) of this agreement.
8. This memorandum of understanding may be declared null and void if:
 - A. Either party fails to abide by the intent of this Memorandum of Understanding or;
 - B. Both parties mutually agree to end this data partnering.
9. The effective dates for this Memorandum of Understanding will be July 1, 2024 through June 30, 2025 with provision for annual renewal.

IN WITNESS WHEREOF, City of Elkhart Engineering Department and MACOG, through the undersigned officials, have hereunto affixed their signatures.

Michiana Area Council of Governments

By: 
James Turnwald, Executive Director

Date: September 12, 2024

City of Elkhart Engineering Department

By: _____

Date: _____

FY 2025 Counts - City of Elkhart
60 Counts

Site	Street	Location	Latitude	Longitude
5583	6TH STREET	N OF HARRISON STREET	41.680547	-85.978218
5504	6TH STREET	S OF INDIANA AVENUE	41.673157	-85.975187
5634	BALDWIN STREET	W OF JOHNSON STREET	41.69838	-85.9663
5018	BEARDSLEY AVENUE	W OF EDWARDSBURG AVENUE	41.692802	-85.98177
5016	BEARDSLEY AVENUE	W OF MICHIGAN STREET	41.692733	-85.986249
5028	BEARDSLEY AVENUE	W OF OSOLO ROAD	41.700172	-85.948398
5042	BENHAM AVENUE	S OF HVELY AVENUE	41.65909	-85.97015
5622	CR 15	N OF MIDDLEBURY STREET	41.681907	-85.907378
5621	CR 15	S OF MIDDLEBURY STREET	41.68134	-85.907367
4084	CR 6	W OF SR 19	41.72431	-85.97355
5635	CR 6	E OF EMERSON DRIVE	41.724326	-85.980763
5595	DR. KING DRIVE	E OF BENHAM AVENUE	41.678429	-85.971055
5108	EDWARDSBURG AVENUE	N OF CRAWFORD STREET	41.695157	-85.982303
5575	EMERSON DRIVE	S OF CR 6	41.723875	-85.981173
5124	FRANKLIN STREET	W OF OAKLAND AVENUE	41.676823	-85.989171
5122	FRANKLIN STREET	S OF INDIANA AVENUE	41.673542	-85.992626
5126	FRANKLIN STREET	W OF VISTULA STREET	41.680785	-85.982292
5140	GOSHEN AVENUE	S OF JACKSON BOULEVARD	41.690908	-85.957434
5144	GOSHEN AVENUE	N OF MIDDLEBURY STREET	41.68155	-85.94867
5160	HARRISON STREET	W OF 6TH STREET	41.679622	-85.979501
5176	HVELY AVENUE	W OF BENHAM AVENUE	41.659476	-85.970487
5178	HVELY AVENUE	W OF PRAIRIE STREET	41.659433	-85.965817
5186	HVELY AVENUE	E OF MAIN STREET	41.659473	-85.947437
5188	HVELY AVENUE	E OF HAMMOND AVENUE	41.659483	-85.94485
5599	HOFFMAN STREET	W OF CR 17	41.686808	-85.891964
5210	INDUSTRIAL PARKWAY	W OF MIDDLETON RUN ROAD	41.686685	-85.91938
5226	JACKSON BOULEVARD	W OF MIDDLETON RUN ROAD	41.692504	-85.917628
5230	JAMES STREET	N OF RICE STREET	41.684677	-85.950206
5633	JOHNSON STREET	N OF BALDWIN STREET	41.69871	-85.96603
5602	JOHNSON STREET	S OF WINDSOR AVENUE	41.727324	-85.966349
5597	KENT STREET	S OF GARVIN STREET	41.699356	-86.006385
5272	LUSHER AVENUE	E OF 17TH STREET	41.666998	-85.99327
5286	LUSHER AVENUE	E OF MAIN STREET	41.666712	-85.953909

FY 2025 Counts - City of Elkhart
60 Counts

Site	Street	Location	Latitude	Longitude
5284	LUSHER AVENUE	W OF MAIN STREET	41.666695	-85.954729
5282	LUSHER AVENUE	E OF PRAIRIE STREET	41.666662	-85.965094
5274	LUSHER AVENUE	W OF OAKLAND AVENUE	41.66693	-85.986628
5318	MAIN STREET	S OF HIVELY AVENUE	41.659221	-85.947598
5316	MAIN STREET	N OF HIVELY AVENUE	41.659727	-85.948035
5314	MAIN STREET	S OF LUSHER AVENUE	41.666482	-85.954114
5310	MAIN STREET	N OF LUSHER AVENUE	41.666919	-85.954522
5340	MICHIGAN STREET	S OF LAUREL STREET	41.690078	-85.985422
5336	MICHIGAN STREET	S OF EDWARDSBURG AVENUE	41.697361	-85.985533
5366	MIDDLEBURY STREET	W OF CR 17	41.681406	-85.888609
5620	MIDDLETON RUN ROAD	S OF MIDDLEBURY STREET	41.681253	-85.917257
5408	OAK STREET	N OF BEARDSLEY AVENUE	41.693571	-85.993815
5412	OAKLAND AVENUE	N OF INDIANA AVENUE	41.675295	-85.984902
5576	ORANGE STREET	W OF JOHNSON STREET	41.701223	-85.966688
5430	PLEASANT PLAIN AVENUE	S OF LUSHER AVENUE	41.665647	-85.955701
5436	PLUM STREET	N OF BEARDSLEY AVENUE	41.693814	-85.987873
5454	PRAIRIE STREET	N OF HIVELY AVENUE	41.659687	-85.965304
5472	RIVERSIDE DRIVE	S OF STRONG AVENUE	41.685221	-85.982869
5502	SIMPSON AVENUE	N OF MIDDLEBURY STREET	41.682684	-85.946351
5500	SIMPSON AVENUE	N OF RICE STREET	41.686887	-85.946417
5522	STERLING AVENUE	N OF HIVELY AVENUE	41.662295	-85.948782
5590	SUNSET AVENUE	E OF SR 19 (CASSOPOLIS STREET)	41.704388	-85.971273
5550	WARD STREET	N OF BEARDSLEY AVENUE	41.694869	-85.990341
5554	WATERFALL DRIVE	S OF JACKSON BOULEVARD	41.68716	-85.972016
5562	WEST BOULEVARD	N OF BEARDSLEY AVENUE	41.693903	-85.998365
5593	WOLF AVENUE	E OF BENHAM AVENUE	41.670609	-85.96874
5594	WOLF AVENUE	W OF BENHAM AVENUE	41.670663	-85.971965



MEMORANDUM

DATE: November 6, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JJS*

RE: **Permission to Bid #25-01, 2025 Street Materials Bid**

The Engineering Staff requests approval of bid documents and permission to advertise and accept bids for Bid #25-01, 2025 Street Materials Bid.

This is the annual process to secure pricing for asphalt, ready mix concrete, and other materials used by the Street Department and Public Works. These materials, when supplied, are paid for using a variety of appropriated funds.

The action requested by the Board of Public Works is as follows:


Approval the Bid Documents and Grant Permission to Bid #25-01, 2025 Street Materials Bid.



MEMORANDUM

DATE: November 6, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Permission to Bid #25-02, 2025 On-Call Street and Drainage Construction Services**

The Engineering Staff requests approval of bid documents and permission to advertise and accept bids for Bid #25-02, 2025 On-Call Street and Drainage Construction Services.

This approach was used in 2024, splitting the construction services from the materials bid. It proved to be successful, and the Engineering Staff would like to continue forward in this manner.

These services, when requested, are paid for using a variety of appropriated funds.

The action requested by the Board of Public Works is as follows:


Approval the Bid Documents and Grant Permission to Bid #25-02, 2025 On-Call Street and Drainage Construction Services.



MEMORANDUM

DATE: November 6, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Permission to Bid #25-03, 2025 Utilities Materials Bid**

The Engineering Staff requests approval of bid documents and permission to advertise and accept bids for Bid #25-03, 2025 Utilities Materials Bid.

This is the annual process to secure pricing for piping, valves, fittings, and other materials used by the Water and Wastewater Utilities. These materials, when supplied, are paid for using a variety of appropriated funds.

The action requested by the Board of Public Works is as follows:

Approval the Bid Documents and Grant Permission to Bid #25-03, 2025 Utilities Materials Bid.



M E M O R A N D U M

DATE: October 4, 2024
TO: Board of Public Works
FROM: Jason Simnick, Project Manager JS
RE: **Oakland Avenue: Project B Storage Tank Design**
Ratify Partial Payment Request SRF#38 to DLZ Consulting

Please see the attached invoice #10 from DLZ Consulting for professional services provided for the Oakland Avenue Project B Design for work performed between August 31, 2024 and October 4, 2024. This payment of \$55,000.00 has been rounded as required by the SRF and represents the 41st cost incurred from the SRF loan.

To date, including this payment, we have paid \$2,441,613.00 or 93.53% of the contract original contract price of \$2,610,500.

It is requested that the BOW:

ratify partial payment request SRF #41 of SRF loan WW22162005 in the amount of \$55,000.00 to DLZ Consulting from the allocated SRF loan for professional services on the Oakland Avenue: Project B Storage Tank Design.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

October 28, 2024

Mr. Tory Irwin
Department of Public Works
City of Elkhart
1201 S. Nappanee St.
Elkhart, IN 46516



Re: Oakland Avenue – Project B CSO Storage Tank
Progress Report #10
DLZ Account # 2361-5983-90

Dear Mr. Irwin,

This letter serves as a progress report for the above referenced project. The information below highlights activities completed during this invoice period (8/31/2024 through 10/4/2024):

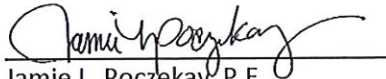
44 – Bid Phase Services

- Facilitated bidding process, issued addenda, completed bid results review and tabulation.
- Issued bid recommendation for conditional award

If you have any questions or require additional information, please contact our office at your convenience.

Sincerely,

DLZ INDIANA, LLC



Jamie L. Poczekay, P.E.
Project Manager

cc: ACL, File

x:\Projects\2023\2361\598390 Elkhart Oakland Prj B\00_ProjAdmin\Progress Reports



Attention: Tory Irwin
City of Elkhart, IN*
Department of Public Works & Utilities
1201 S. Nappanee Street
Elkhart, IN 46516
United States

Invoice : 000603010
Invoice Date : 10/28/2024
Project : 2361598390
Project Name : City of Elkhart: Oakland LTCP-CSO
 Storage Prj B
Bill Term : **

For Professional Services Rendered For 8/31/2024 Through 10/4/2024

publicworks-AP@coei.org
 Payment Request #10

	Fee	% Complete	Billings		
			To Date	Previous	Current
10 - Investigative Services (Lump Sum)					
1.1 - Geotechnical Investigation	77,000.00	100.00	77,000.00	77,000.00	0.00
1.3 - Limited Environmental Subsurface Investigations	60,100.00	100.00	60,100.00	60,100.00	0.00
1.4 - Lusher Street Groundwater Street	47,900.00	93.00	44,547.00	44,547.00	0.00
1.5 - Lafayette Street Sewer Televising	8,800.00	100.00	8,800.00	8,800.00	0.00
1.7 - Survey (48-inch Storm Sewer Only)	19,000.00	100.00	19,000.00	19,000.00	0.00
			Billings		
	Fee	Available	To Date	Previous	Current
11 - Investigative Services (Allowance)					
1.2 - Subsurface Utility Engineering (Allowance)	60,000.00	0.00	60,000.00	60,000.00	0.00
1.6 - Initial Odor Control Evaluation (Allowance)	19,000.00	9,231.24	9,768.76	9,768.76	0.00
			Billings		
	Fee	% Complete	To Date	Previous	Current
20 - Regulatory Services (Lump Sum)					
2.2 - Preliminary Engineering Report	18,000.00	100.00	18,000.00	18,000.00	0.00
2.3 - Permitting	16,500.00	100.00	16,500.00	16,500.00	0.00
			Billings		
	Fee	Available	To Date	Previous	Current
21 - Regulatory Services (Allowance)					
2.1 - USEPA Liability Settlement Coordination (Allowance)	30,300.00	6,485.00	23,815.00	23,815.00	0.00
2.4 - Railroad Crossing/Occupancy (Allowance)	15,000.00	0.00	15,000.00	15,000.00	0.00
30 - Modeling (Allowance)					
3.1 - Hydraulic Modeling (Allowance)	15,000.00	6,351.25	8,648.75	8,648.75	0.00
3.2 - Groundwater Modeling (Allowance)	40,500.00	5,119.37	35,380.63	35,380.63	0.00

	Fee	% Complete	Billings		
			To Date	Previous	Current
40 - Design (Lump Sum)					
4.1 - Design Services	1,886,000.00	100.00	1,886,000.00	1,886,000.00	0.00
4.2 - Instrumentation and Controls Design Services	121,100.00	0.00	0.00	0.00	0.00
4.3 - Park Improvements/Architecture-Concept Plan Development	20,000.00	2.50	500.00	500.00	0.00
4.4 - Bid Phase Services	55,000.00	100.00	55,000.00	0.00	55,000.00
			Billings		
	Fee	Available	To Date	Previous	Current
50 - Community Outreach (Allowance)					
5.1 - Community Outreach (Allowance)	25,000.00	16,073.75	8,926.25	8,926.25	0.00
			Billings		
	Fee	% Complete	To Date	Previous	Current
60 - Land Aquisition (Lump Sum)					
6.1 - CSO Tank Site - Three (3) Parcels	44,600.00	100.00	44,600.00	44,600.00	0.00
6.2 - Lafayette Street Utility Easement	9,200.00	100.00	9,200.00	9,200.00	0.00
6.3 - Fremont Street Vacation	4,000.00	0.00	0.00	0.00	0.00
6.4 - Phase 1 Environmental Site Assessments (ESA)	18,500.00	100.00	18,500.00	18,500.00	0.00

Current Billings	<u>55,000.00</u>
Amount Due This Bill	<u><u>55,000.00</u></u>

Total Fee :	2,610,500.00
To Date Billings :	<u>2,419,285.00</u>
Total Remaining :	191,215.00

APPROVED FOR PAYMENT

DATE:

DESCRIPTION:

ACCOUNT LINE:

PO NO:

APPROVED BY:



M E M O R A N D U M

DATE: October 30, 2024
TO: Board of Public Works
FROM: Jason Simnick, Project Manager JS
RE: **Oakland Avenue Forcemain – Phase A – SA7878: Approval of Partial Payment Request #17 to C&E Excavating**

Please see the attached partial pay application #17 from C&E Excavating for construction services provided for the Oakland Avenue Forcemain – Phase A project for work performed during the period thru September 30th, 2024. This partial pay application, in the amount of \$473,868.00, includes payment for water main, storm sewer, pavement, force main, and water service installation and as payment for retainage. It will be paid through the two SRF loans for this project. The partial payment this application breaks down as follows:

	WW22162005	DW22232001
Payment Due	\$ 433,734.00	\$ 16,441.00
Retainage Held	\$ 22,828.00	\$ 865.00
Total Amount	\$ 456,562.00	\$ 17,306.00

To date, including this payment and all retainage, we have paid \$6,526,315.00, or 56.88% of the \$11,473,861.38 current contract price for Division I (WW22162005) and \$265,522.00, or 32.45% of the current \$818,195.00 current contract for Division II (DW22232001).

This will be SRF Disbursement Request #40 from WW22162005 and Request #9 from DW22232001.

It is requested that the BOW:
ratify partial payment request #17 in the amount of \$456,562.00 to C&E Excavating from SRF loan WW22162005 and \$17,306.00 from loan DW22232001 for construction on the Oakland Avenue Forcemain – Phase A project.

Application For Payment No. 17

PROJECT: OAKLAND AVENUE - PROJECT A: CSO FORCEMAIN
 CONTRACT #: 22-25
 PERIOD ENDING: 9/30/2024

CONTRACTOR: C&E Excavating
 ADDRESS: 53767 Co Rd 9
 Elkhart, IN, 46514

	\$ 11,866,259.00
CHANGE ORDERS THIS PAYAPP	\$ 0.00
TOTAL CHANGE ORDERS	428,722.38
CURRENT CONTRACT PRICE	\$ 12,294,981.38

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITIES			QUANTITIES THIS PERIOD		ACTUAL QUANTITIES TO DATE				
		ESTIMATED QUANTITY	UNIT	ESTIMATED COST	UNITS THIS PERIOD	COST THIS PERIOD	ACTUAL UNITS	COST TO DATE			
1	MOBILIZATION AND DEMOBILIZATION (DIVISION I), M	1	LS	\$ 361,456.85	0	LS	\$ -	0.75	LS	\$ 271,092.63	
2	CONSTRUCTION STAKING (DIVISION I)	1	LS	\$ 100,000.00	0	LS	\$ -	0.5	LS	\$ 50,000.00	
3	INSPECTION HOLE, DEEPER THAN 3-FEET	10	EACH	\$ 365.00	0	EACH	\$ -	28	EACH	\$ 10,220.00	
4	MAINTENANCE OF TRAFFIC	1	LS	\$ 182,000.00	0.03	LS	\$ 5,460.00	0.4	LS	\$ 78,260.00	
5	POLLUTION PREVENTION AND EROSION CONTROL (1	LS	\$ 55,000.00	0.05	LS	\$ 2,750.00	0.22	LS	\$ 20,350.00	
6	CLEARING AND GRUBBING OF RIGHT-OF-WAY	1	LS	\$ 615,000.00	0.02	LS	\$ 12,300.00	0.27	LS	\$ 221,400.00	
7	TREE, REMOVE	61	EACH	\$ 1,150.00	0	EACH	\$ -	66	EACH	\$ 75,900.00	
8	PAVEMENT REMOVAL	20461	SYD	\$ 9.00	0	SYD	\$ -	8169	SYD	\$ 86,463.00	
9	ROTO MILLING, 1 1/2-INCH	3211	SYD	\$ 7.00	0	SYD	\$ -	784	SYD	\$ 5,488.00	
10	SIDEWALK, REMOVE	7910	LFT	\$ 6.50	0	LFT	\$ -	3178	LFT	\$ 26,214.50	
11	WATER MAIN, DUCTILE IRON, 6-INCH	30	LFT	\$ 135.00	0	LFT	\$ -	13.09	LFT	\$ 2,160.00	
12	WATER MAIN, DUCTILE IRON, 8-INCH	600	LFT	\$ 95.00	29.16	LFT	\$ 2,770.20	407.61	LFT	\$ 42,999.85	
13	WATER MAIN, DUCTILE IRON, 10-INCH	20	LFT	\$ 300.00	0	LFT	\$ -	3.15	LFT	\$ 945.00	
14	WATER MAIN, DUCTILE IRON, 12-INCH	4630	LFT	\$ 105.00	132.58	LFT	\$ 13,920.90	3513.5	LFT	\$ 396,952.50	
15	WATER MAIN, INSULATION	160	LFT	\$ 60.00	20	LFT	\$ 1,200.00	53	LFT	\$ 3,180.00	
16	WATER MAIN FITTINGS, 6-INCH	12	EACH	\$ 1,600.00	3.73	EACH	\$ 5,968.00	5.85	EACH	\$ 9,360.00	
17	WATER MAIN FITTINGS, 8-INCH	74	EACH	\$ 1,200.00	5.72	EACH	\$ 6,864.00	40.42	EACH	\$ 61,176.00	
18	WATER MAIN FITTINGS, 10-INCH	1	EACH	\$ 1,200.00	0.6	EACH	\$ 720.00	1	EACH	\$ 1,200.00	
19	WATER MAIN FITTINGS, 12-INCH	86	EACH	\$ 1,600.00	9.16	EACH	\$ 14,656.00	63.63	EACH	\$ 106,448.00	
20	GATE VALVE AND BOX, WATER MAIN, DUCTILE IRON	13	EACH	\$ 2,400.00	31,200.00	0.57	EACH	\$ 1,368.00	11	EACH	\$ 28,344.00
21	GATE VALVE AND BOX, WATER MAIN, DUCTILE IRON	20	EACH	\$ 3,900.00	78,000.00	0.68	EACH	\$ 2,652.00	17	EACH	\$ 69,888.00
22	FIRE HYDRANT ASSEMBLY	13	EACH	\$ 8,100.00	105,300.00	0.3	EACH	\$ 2,430.00	10.37	EACH	\$ 91,611.00
23	1-INCH SERVICE RESIDENTIAL (UTILITY)	104	EACH	\$ 1,800.00	187,200.00	2.12	EACH	\$ 3,816.00	44.04	EACH	\$ 104,094.00
24	1-1/2 - INCH SERVICE COMMERCIAL (UTILITY)	3	EACH	\$ 2,200.00	6,600.00	1.63	EACH	\$ 3,588.00	3	EACH	\$ 6,600.00
25	WATER MAIN LINE STOP, 6-INCH	13	EACH	\$ 5,450.00	70,850.00	1	EACH	\$ 5,450.00	3	EACH	\$ 16,350.00
26	WATER MAIN LINE STOP, 8-INCH	19	EACH	\$ 5,675.00	107,825.00	2	EACH	\$ 11,350.00	4	EACH	\$ 28,375.00
27	WATER MAIN LINE STOP, 10-INCH	2	EACH	\$ 8,225.00	16,450.00	1	EACH	\$ 8,225.00	1	EACH	\$ 8,225.00
28	WATER MAIN LINE STOP, 12-INCH	3	EACH	\$ 8,460.00	25,380.00	0	EACH	\$ -	1	EACH	\$ 8,460.00
29	PIPE, SANITARY SEWER, PVC, 8-INCH	480	LFT	\$ 59.00	28,320.00	0	LFT	\$ -	114.17	LFT	\$ 6,736.03
30	PIPE, SANITARY SEWER, PVC, 10-INCH	30	LFT	\$ 198.00	5,940.00	0	LFT	\$ -	4.88	LFT	\$ 966.24
31	PIPE, SANITARY SEWER, PVC, 12-INCH	940	LFT	\$ 95.00	89,300.00	114.11	LFT	\$ 10,840.45	370.21	LFT	\$ 51,750.30
32	PIPE, STORM SEWER, PVC, 12-INCH	912	LFT	\$ 125.00	114,000.00	100.42	LFT	\$ 12,552.50	460.19	LFT	\$ 79,200.00
33	SANITARY SEWER, LATERAL, PRE-CONSTRUCTION	3400	LFT	\$ 9.56	32,504.00	0	LFT	\$ -	1132.7	LFT	\$ 10,828.61
34	SANITARY SEWER, 6-INCH TO 18-INCH DIAMETER, P	4000	LFT	\$ 3.12	12,480.00	0	LFT	\$ -	5641.4	LFT	\$ 17,601.16
35	SANITARY SEWER, 24-INCH TO 36-INCH DIAMETER, I	850	LFT	\$ 20.00	17,000.00	0	LFT	\$ -	1454.1	LFT	\$ 29,082.00
36	SANITARY SEWER, 42-INCH TO 78-INCH DIAMETER, I	4150	LFT	\$ 18.46	76,609.00	0	LFT	\$ -	5741.8	LFT	\$ 105,993.62
37	SANITARY SEWER, LATERAL, POST-CONSTRUCTION	3400	LFT	\$ 10.92	37,128.00	0	LFT	\$ -	0	LFT	\$ -
38	SANITARY SEWER, 6-INCH TO 18-INCH DIAMETER, P	4000	LFT	\$ 5.03	20,120.00	0	LFT	\$ -	0	LFT	\$ -
39	SANITARY SEWER, 24-INCH TO 36-INCH DIAMETER, I	850	LFT	\$ 21.02	17,867.00	0	LFT	\$ -	0	LFT	\$ -
40	SANITARY SEWER, 42-INCH TO 78-INCH DIAMETER, I	4150	LFT	\$ 20.00	83,000.00	0	LFT	\$ -	0	LFT	\$ -
41	PIPE, SANITARY SEWER, DUCTILE IRON, 8-INCH	260	LFT	\$ 82.00	21,320.00	0	LFT	\$ -	135.63	LFT	\$ 11,121.66
42	PIPE, STORM SEWER, DUCTILE IRON, 12-INCH	584	LFT	\$ 151.25	88,336.00	0	LFT	\$ -	348.16	LFT	\$ 52,659.19
43	PIPE, STORM SEWER, DUCTILE IRON, 18-INCH	29	LFT	\$ 190.00	5,510.00	0	LFT	\$ -	18.28	LFT	\$ 3,473.20
44	PIPE, STORM SEWER, DUCTILE IRON, 24-INCH	95	LFT	\$ 230.00	21,850.00	0	LFT	\$ -	69.12	LFT	\$ 15,897.60
45	PIPE, STORM SEWER, RCP, 18-INCH	849	LFT	\$ 89.00	75,561.00	126.02	LFT	\$ 11,215.78	432.32	LFT	\$ 53,558.42
46	PIPE, STORM SEWER, RCP, 24-INCH	1584	LFT	\$ 121.00	191,684.00	12.93	LFT	\$ 1,564.53	868.15	LFT	\$ 134,689.94
47	PIPE, STORM SEWER, RCP, 36-INCH	861	LFT	\$ 200.00	172,200.00	5.03	LFT	\$ 1,006.00	607.98	LFT	\$ 121,596.00
48	PIPE SADDLE	32	EACH	\$ 2,780.00	89,960.00	3	EACH	\$ 8,340.00	7	EACH	\$ 27,800.00
49	FORCEMAIN, SANITARY SEWER, 30-INCH	5230	LFT	\$ 368.00	1,924,640.00	14.63	LFT	\$ 5,383.84	4559.2	LFT	\$ 1,726,413.12
50	FITTINGS, FORCEMAIN, SANITARY SEWER, 30-INCH	15	EACH	\$ 18,190.00	272,850.00	0.92	EACH	\$ 16,734.80	14.22	EACH	\$ 261,754.10
51	PLUG VALVE, FORCEMAIN, 30-INCH	2	EACH	\$ 60,200.00	120,400.00	0	EACH	\$ -	0.09	EACH	\$ 58,394.00
52	AIR RELEASE VALVE, 30-INCH	2	EACH	\$ 23,000.00	46,000.00	0	EACH	\$ -	1.34	EACH	\$ 30,820.00
53	SEWER SANITARY LATERAL, TEE CONNECTION	33	EACH	\$ 420.00	13,860.00	0.35	EACH	\$ 147.00	17.4	EACH	\$ 7,980.00
54	SEWER SANITARY LATERAL, RECONNECT	1700	LFT	\$ 41.00	69,700.00	84.49	LFT	\$ 3,464.09	739.46	LFT	\$ 59,828.02
55	SEWER SANITARY CLEANOUT	33	EACH	\$ 725.00	23,925.00	1.04	EACH	\$ 754.00	27.09	EACH	\$ 24,824.00
56	SEWER SANITARY LATERAL, CIPP	1250	LFT	\$ 193.00	241,250.00	0	LFT	\$ -	0	LFT	\$ -
57	SEWER SANITARY LATERAL, CLEANING OF GREATER	25	EACH	\$ 250.00	6,250.00	0	EACH	\$ -	0	EACH	\$ -
58	SANITARY SEWER MANHOLE, 4-FOOT DIAMETER	9	EACH	\$ 3,600.00	32,400.00	1.81	EACH	\$ 6,516.00	3.14	EACH	\$ 11,304.00
59	STANDARD MANHOLE	14	EACH	\$ 3,900.00	54,600.00	4.43	EACH	\$ 17,277.00	7.04	EACH	\$ 37,713.00
60	STANDARD MANHOLE, 5-FOOT DIAMETER	12	EACH	\$ 5,620.00	67,440.00	0.91	EACH	\$ 5,114.20	2.85	EACH	\$ 31,472.00
61	STANDARD MANHOLE, 6-FOOT DIAMETER	9	EACH	\$ 8,250.00	74,250.00	0.96	EACH	\$ 7,920.00	4.19	EACH	\$ 34,567.50
62	STANDARD MANHOLE, 8-FOOT DIAMETER	2	EACH	\$ 13,200.00	26,400.00	0	EACH	\$ -	2	EACH	\$ 26,400.00
63	STANDARD MANHOLE, 9-FOOT DIAMETER	1	EACH	\$ 6,280.00	6,280.00	0	EACH	\$ -	1	EACH	\$ 6,280.00
64	DOGHOUSE MANHOLE, 8-FOOT DIAMETER	1	EACH	\$ 25,500.00	25,500.00	0	EACH	\$ -	1	EACH	\$ 25,500.00
65	MANHOLE, RECONSTRUCTION	2	EACH	\$ 17,520.00	35,040.00	1	EACH	\$ 17,520.00	1	EACH	\$ 17,520.00
66	SANITARY MANHOLE, WALL REPAIR	18	EACH	\$ 950.00	17,100.00	4	EACH	\$ 3,800.00	8	EACH	\$ 8,550.00
67	STANDARD CATCH BASIN	18	EACH	\$ 2,860.00	51,480.00	1	EACH	\$ 2,860.00	9.19	EACH	\$ 34,606.00
68	SHALLOW INLET, WITH PIPE SADDLE	8	EACH	\$ 6,650.00	53,200.00	0	EACH	\$ -	0.58	EACH	\$ 3,857.00
69	STANDARD MANHOLE, LINED	1	EACH	\$ 4,775.00	4,775.00	0	EACH	\$ -	0.75	EACH	\$ 3,581.25
70	STANDARD CATCH BASIN, LINED	10	EACH	\$ 4,090.00	40,900.00	0.8	EACH	\$ 3,272.00	4.51	EACH	\$ 22,535.90
71	AQUASHIELD AQUA-SWIRL CONCENTRATOR, AS-6 B	1	EACH	\$ 38,000.00	38,000.00	0	EACH	\$ -	1	EACH	\$ 38,000.00
72	COMPACTED AGGREGATE NO. 53	7403	SYD	\$ 13.00	96,239.00	878	SYD	\$ 11,414.00	966	SYD	\$ 20,384.00
73	COMPACTED AGGREGATE NO. 53, UNDISTRIBUTED	5000	SYD	\$ 11.00	55,000.00	0	SYD	\$ -	2234	SYD	\$ 29,249.00
74	HMA SURFACE, TYPE B, 1-1/2-INCH	19738	SYD	\$ 8.50	167,773.00	0	SYD	\$ -	0	SYD	\$ -
75	HMA BINDER, TYPE B, 3-INCH	16527	SYD	\$ 14.45	238,815.15	2198	SYD	\$ 31,761.10	2198	SYD	\$ 64,418.10
76	HMA BASE, TYPE B, 7-INCH	16527	SYD	\$ 37.00	611,499.00	1405	SYD	\$ 51,985.00	1665	SYD	\$ 220,964.00
77	HMA PATCHING	539	SYD	\$ 118.00	63,602.00	24	SYD	\$ 2,832.00	24	SYD	\$ 6,372.00
78	TEMPORARY ASPHALT	400	SYD	\$ 118.00	47,200.00	0	SYD	\$ -	0	SYD	\$ -
79	PCCP FOR APPROACH, 6-INCH	1730	SYD	\$ 114.00	197,220.00	167	SYD	\$ 19,038.00	238	SYD	\$ 30,324.00
80	PCCP FOR APPROACH, 9-INCH	398	SYD	\$ 133.00	52,934.00	56	SYD	\$ 7,448.00	56	SYD	\$ 10,773.00
81	CONCRETE SIDEWALK, 4-INCH	20475	SFT	\$ 8.60	176,085.00	3000	SFT	\$ 25,800.00	3972	SFT	\$ 37,969.00
82	CONCRETE SIDEWALK, 6-INCH	36302	SFT	\$ 7.50	272,265.00	5000	SFT	\$ 37,500.00	5150	SFT	\$ 62,490.00
83	CONCRETE SIDEWALK, 9-INCH	2471	SFT	\$ 15.00	37,065.00	200	SFT	\$ 3,000.00	200	SFT	\$ 9,750.00
84	CURB RAMP, CONCRETE	7668	SFT	\$ 20.00	153,360.00	198	SFT	\$ 3,960.00	504	SFT	\$ 22,320.00
85	CONCRETE CURB, 6-INCH	573	LFT	\$ 42.00	24,066.00	0	LFT	\$ -	0	LFT	\$ -
86	CONCRETE CURB AND GUTTER	7932	LFT	\$ 28.50	226,062.00	600	LFT	\$ 17,100.00	1537	LFT	\$ 83,134.50
87	CONCRETE CURB AND GUTTER, MODIFIED	36	LFT	\$ 28.50	1,026.00	0	LFT	\$ -	0	LFT	\$ -
88	LINE, THERMOPLASTIC, STOP BAR	298	LFT	\$ 9.00	2,682.00	0	LFT	\$ -	0	LFT	\$ -
89	LINE, THERMOPLASTIC, SOLID, YELLOW, 4-INCH	8828	LFT	\$ 1.00	8,828.00	0	LFT	\$ -	0	LFT	\$ -
90	LINE, THERMOPLASTIC, SOLID, WHITE, 4-INCH	286	LFT	\$ 1.00	286.00	0	LFT	\$ -	0	LFT	\$ -
91	LINE, THERMOPLASTIC, SOLID, WHITE, 6-INCH	1331	LFT	\$ 2.00	2,662.00	0	LFT	\$ -	0	LFT	\$ -
92	TEMPORARY PAVEMENT MARKING, 4-INCH	600	LFT	\$ 1.26	756.00	0	LFT	\$ -	594	LFT	\$ 748.44
93	PAVEMENT MESSAGE MARKING, THERMOPLASTIC,	6	EACH	\$ 120.00	720.00	0	EACH	\$ -	0	EACH	\$ -
94	PAVEMENT MESSAGE MARKING, THERMOPLASTIC,	2	EACH	\$ 120.00	240.00	0	EACH	\$ -	0	EACH	\$ -
95	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIP	1	LS	\$ 500.00	500.00	0	LS	\$ -	1	LS	\$ 500.00
96	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	EACH	\$ 7,500.00	7,500.00	0	EACH	\$ -	1	EACH	\$ 7,500.00
97	HANDHOLE, SIGNAL, TYPE 1	9	EACH	\$ 1,700.00	15,300.00	0	EACH	\$ -	6	EACH	\$ 10,200.00

98	CONDUIT, STEEL, GALVANIZED, 2-INCH	1009	LFT	\$ 40.00	\$ 40,360.00	0	LFT	\$ -	1015	LFT	\$ 40,600.00
99	SIGNAL POLE FOUNDATION, 24-INCH X 24-INCH X 36	4	EACH	\$ 1,200.00	\$ 4,800.00	0	EACH	\$ -	4	EACH	\$ 4,800.00
100	LOOP DETECTOR DELAY COUNTING AMPLIFIER, 2 C	4	EACH	\$ 500.00	\$ 2,000.00	0	EACH	\$ -	4	EACH	\$ 2,000.00
101	PEDESTRIAN PUSH BUTTON, APS	8	EACH	\$ 1,200.00	\$ 9,600.00	0	EACH	\$ -	6.89	EACH	\$ 8,268.00
102	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	8	EACH	\$ 900.00	\$ 7,200.00	0	EACH	\$ -	6.62	EACH	\$ 5,958.00
103	CONTROLLER AND CABINET, SECONDARY, MENU D	1	EACH	\$ 22,000.00	\$ 22,000.00	0	EACH	\$ -	1	EACH	\$ 22,000.00
104	TRAFFIC SIGNAL HEAD, 3 SECTION, 12-INCH	8	EACH	\$ 1,200.00	\$ 9,600.00	0	EACH	\$ -	7.14	EACH	\$ 8,588.00
105	TRAFFIC SIGNAL HEAD, 4 SECTION, 12-INCH	2	EACH	\$ 1,500.00	\$ 3,000.00	0	EACH	\$ -	1.61	EACH	\$ 2,415.00
106	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	3856	LFT	\$ 0.75	\$ 2,892.00	0	LFT	\$ -	0	LFT	\$ -
107	SIGNAL CABLE, CONTROL, COPPER, 3C/14GA	594	LFT	\$ 2.50	\$ 1,485.00	0	LFT	\$ -	0	LFT	\$ -
108	SIGNAL CABLE, CONTROL, COPPER, 5C/14GA	1516	LFT	\$ 3.00	\$ 4,548.00	0	LFT	\$ -	0	LFT	\$ -
109	SIGNAL CABLE, CONTROL, COPPER, 7C/14GA	128	LFT	\$ 3.50	\$ 441.00	0	LFT	\$ -	0	LFT	\$ -
110	SIGNAL CABLE, CONTROL, COPPER, 9C/14GA	702	LFT	\$ 4.00	\$ 2,808.00	0	LFT	\$ -	0	LFT	\$ -
111	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	38	LFT	\$ 8.00	\$ 304.00	0	LFT	\$ -	0	LFT	\$ -
112	SIGNAL CABLE, DETECTOR LEAD-IN COPPER, 2C/16	1192	LFT	\$ 2.50	\$ 2,980.00	0	LFT	\$ -	0	LFT	\$ -
113	SIGNAL DETECTOR HOUSING	8	EACH	\$ 1,600.00	\$ 12,800.00	0	EACH	\$ -	0	EACH	\$ -
114	SAW CUT FOR ROADWAY LOOP AND SEALANT	1130	LFT	\$ 14.00	\$ 15,820.00	0	LFT	\$ -	0	LFT	\$ -
115	SIGNAL POLE, PEDESTAL, 10-FOOT	4	EACH	\$ 1,500.00	\$ 6,000.00	0	EACH	\$ -	4	EACH	\$ 6,000.00
116	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 30-F	1	EACH	\$ 23,000.00	\$ 23,000.00	0	EACH	\$ -	0.85	EACH	\$ 19,550.00
117	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 35-F	1	EACH	\$ 25,000.00	\$ 25,000.00	0	EACH	\$ -	1	EACH	\$ 25,000.00
118	SIGNAL CANTILEVER STRUCTURE, COMBINATION A	2	EACH	\$ 32,000.00	\$ 64,000.00	0	EACH	\$ -	2	EACH	\$ 64,000.00
119	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT	4	EACH	\$ 6,500.00	\$ 26,000.00	0	EACH	\$ -	3	EACH	\$ 19,500.00
120	CONTROLLER CABINET FOUNDATION, P1	1	EACH	\$ 3,500.00	\$ 3,500.00	0	EACH	\$ -	1	EACH	\$ 3,500.00
121	LUMINAIRE, REMOVE AND RELOCATE	2	EACH	\$ 1,300.00	\$ 2,600.00	0	EACH	\$ -	0	EACH	\$ -
122	OVERHEAD MOUNTED SIGN	8	EACH	\$ 150.00	\$ 1,200.00	0	EACH	\$ -	0	EACH	\$ -
123	GROUND MOUNTED SIGN	36	EACH	\$ 300.00	\$ 10,800.00	0	EACH	\$ -	0	EACH	\$ -
124	SIGN GROUND MOUNTED, RESET	2	EACH	\$ 100.00	\$ 200.00	0	EACH	\$ -	0	EACH	\$ -
125	SODDING WITH 4-INCH OF TOPSOIL	9582	SYD	\$ 19.00	\$ 182,058.00	0	SYD	\$ -	0	SYD	\$ 5,757.00
126	GRASSPAVE SYSTEM	527	SFT	\$ 36.00	\$ 18,972.00	0	SFT	\$ -	0	SFT	\$ -
127	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 1.25	46	EACH	\$ 480.00	\$ 22,080.00	0	EACH	\$ -	0	EACH	\$ -
128	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2IN	82	EACH	\$ 585.00	\$ 47,970.00	0	EACH	\$ -	0	EACH	\$ -
129	PLANT, DECIDUOUS TREE, SCREENING, 4-FOOT HEI	9	EACH	\$ 295.00	\$ 2,655.00	0	EACH	\$ -	0	EACH	\$ -
130	WAYFINDING SIGNAGE, TYPE 1	1	LS	\$ 7,500.00	\$ 7,500.00	0	LS	\$ -	0	LS	\$ -
131	WAYFINDING SIGNAGE, TYPE 2	1	LS	\$ 4,000.00	\$ 4,000.00	0	LS	\$ -	0	LS	\$ -
132	WAYFINDING SIGNAGE, TYPE 3	10	EACH	\$ 1,500.00	\$ 15,000.00	0	EACH	\$ -	0	EACH	\$ -
133	FENCE, REMOVE AND RESET	20	LFT	\$ 187.00	\$ 3,740.00	0	LFT	\$ -	0	LFT	\$ -
134	PRE-CAST WHEEL STOP, CONCRETE	21	EACH	\$ 125.00	\$ 2,625.00	0	EACH	\$ -	0	EACH	\$ -
135	WWTP FORCEMAIN CONNECTION	1	LS	\$ 115,000.00	\$ 115,000.00	0	LS	\$ -	0.35	LS	\$ 40,250.00
136	FORCEMAIN BYPASS CONNECTION	1	LS	\$ 120,000.00	\$ 120,000.00	0	LS	\$ -	0.41	LS	\$ 49,200.00
137	CONTINGENCY ALLOWANCE	1	AL	\$ 100,000.00	\$ 100,000.00	0	AL	\$ -	0.8804	AL	\$ 97,100.00
138	SITE RESTORATION ALLOWANCE	1	AL	\$ 20,000.00	\$ 20,000.00	0	AL	\$ -	0	AL	\$ -
139	CONTAMINATED SOIL REMOVAL ALLOWANCE	1	AL	\$ 75,000.00	\$ 75,000.00	0.0394	AL	\$ 2,955.00	0.0394	AL	\$ 2,955.00
140	UNSUITABLE SOIL ALLOWANCE	200	TON	\$ 27.00	\$ 5,400.00	0	TON	\$ -	0	TON	\$ 13,149.00
141	STRUCTURE BACKFILL ALLOWANCE	450	CYS	\$ 26.30	\$ 11,835.00	0	CYS	\$ -	47	CYS	\$ 10,388.50
142	MOBILIZATION AND DEMOBILIZATION (DIVISION II), M	1	LS	\$ 40,000.00	\$ 40,000.00	0.09	LS	\$ 3,600.00	0.17	LS	\$ 12,000.00
143	CONSTRUCTION STAKING (DIVISION II)	1	LS	\$ 15,000.00	\$ 15,000.00	0	LS	\$ -	0.2	LS	\$ 7,500.00
144	POLLUTION PREVENTION AND EROSION CONTROL (1	LS	\$ 30,210.00	\$ 30,210.00	0.07	LS	\$ 2,114.70	0.17	LS	\$ 9,063.00
145	POTHOLE SERVICE (CUSTOMER)	97	EACH	\$ 875.00	\$ 84,875.00	0	EACH	\$ -	83	EACH	\$ 75,250.00
146	1-INCH SERVICE RESIDENTIAL (CUSTOMER)	94	EACH	\$ 2,450.00	\$ 230,300.00	3.36	EACH	\$ 8,232.00	21.79	EACH	\$ 77,346.50
147	1-1/2-INCH SERVICE COMMERCIAL (CUSTOMER)	3	EACH	\$ 5,350.00	\$ 16,050.00	0	EACH	\$ -	0.3	EACH	\$ 1,605.00
148	WATER CONNECTION INSIDE RESIDENCE (CUSTOM	97	EACH	\$ 1,760.00	\$ 170,720.00	1	EACH	\$ 1,760.00	11	EACH	\$ 40,480.00
149	FLUSHING AND SAMPLING - INITIAL FLUSHING (CUS	97	EACH	\$ 70.00	\$ 6,790.00	0	EACH	\$ -	4	EACH	\$ 1,470.00
150	FLUSHING AND SAMPLING - FOLLOWING - UP FLUSH	97	EACH	\$ 50.00	\$ 4,850.00	0	EACH	\$ -	0	EACH	\$ -
151	ELECTRICAL INSPECTION (CUSTOMER)	97	EACH	\$ 100.00	\$ 9,700.00	3	EACH	\$ 300.00	14	EACH	\$ 2,600.00
152	ELECTRICAL RE-GROUNDING (CUSTOMER)	97	EACH	\$ 100.00	\$ 9,700.00	13	EACH	\$ 1,300.00	23	EACH	\$ 2,300.00
153	LEAD SERVICE LINE SITE RESTORATION (CUSTOME	1	AL	\$ 100,000.00	\$ 100,000.00	0	AL	\$ -	0.1613	AL	\$ 35,220.00
154	LEAD SERVICE LINE RESTORATION, INTERIOR (CUS	1	AL	\$ 100,000.00	\$ 100,000.00	0	AL	\$ -	0.0069	AL	\$ 690.00
CO #1	WORK INTERRUPTED BY CITY				\$ 17,797.38	0	LS	\$ -	0	LS	\$ 17,797.38
CO #2	Mobilization for MH-00009243 & MH-00001725			\$ 144,000.00	\$ 144,000.00	0	LS	\$ -	0.5	LS	\$ 144,000.00
CO #2	Replace MH-00009243			\$ 153,000.00	\$ 153,000.00	0	LS	\$ -	1	LS	\$ 153,000.00
CO #2	Replace MH-00001725			\$ 111,000.00	\$ 111,000.00	0	LS	\$ -	0	LS	\$ 111,000.00
CO #2	ConShield Manhole Additive			\$ 2,925.00	\$ 2,925.00	0	EACH	\$ -	1	EACH	\$ 5,850.00
	Total				\$ 12,294,981.38			\$ 473,868.09			\$ 6,791,836.77
	GROSS AMOUNT DUE										\$ 6,791,836.77
	TOTAL RETAINAGE TO DATE										\$ 339,591.84
	GROSS MINUS RETAINAGE										\$ 6,452,244.93
	LESS PREVIOUS PAYMENTS										\$ 6,002,070.24
	AMOUNT DUE THIS APPLICATION										\$ 450,174.69

CONTRACTOR'S CERTIFICATION:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to the above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated 10-23, 2024


BY CONTRACTOR

ENGINEER'S RECOMMENDATION:

This Application (with accompanying documentation) meets the requirements of the Contract documents and payments of the above AMOUNT DUE THIS APPLICATION is recommended. I certify that I have verified this Periodical Estimate, and that to the best of my knowledge and belief it is a true and correct statement of work performed.

Dated 10/24, 2024


BY ENGINEER

APPROVED FOR PAYMENT

DATE:

DESCRIPTION:

ACCOUNT LINE:

PO NO:


APPROVED BY:



MEMORANDUM

DATE: November 6, 2024

TO: Board of Public Works

FROM: Jeffrey D. Schaffer, PE, Assistant City Engineer 

RE: **Permission to Advertise Bid #24-21, City Hall – HVAC Improvements**

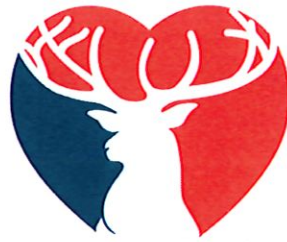
The Engineering Staff requests Permission to Advertise and approval of bid documents for Bid #24-21, City Hall – HVAC Improvements Project. This contract will include the replacement of the HVAC equipment, including the heat pumps, boilers, cooling tower, heat exchanger, and hydronic pumps. Additional heat pumps will be installed at selective individual offices to provide room temperature control.

The bid date for the federally-funded City Hall – HVAC Improvements Project has been scheduled for December 3, 2024, and the contract awarded prior to December 31, 2024. Based on availability of equipment, it is anticipated that work will begin in April 2025.

This work will be funded by the Council Appropriation through the American Recovery Plan funds. The use of local funds for this work will not impact the federal funds that are programmed for the project.

The action requested by the Board of Public Works is as follows:

Approve the Bid Documents and Grant Permission to Advertise Bid #24-21, City Hall – HVAC Improvements Project.



City of Elkhart
Information Technology

M E M O R A N D U M

DATE: November 4th, 2024
TO: Council
FROM: James Gerald, Information Technology Director
RE: **Council Chamber Audio Video Upgrades**

The Information Technology Department requests approval of the Council Chamber Audio Video Upgrades project.

This project will include the design and installation of a new hybrid audio video system for the council chambers to operate in an automated or manned mode as required. This upgrade is expected to improve the efficiency and capability of the current system by expanding and automating processes. It will also aid us in improving ADA capabilities with a modernized hearing induction loop, larger screens for viewing, and transcription in Spanish and English.

This project will enhance our capabilities while allowing for vendor agnostic future expansion of the system as newer technologies evolve.



M E M O R A N D U M

DATE: November 6th, 2024
TO: Board of Public Works
FROM: James Gerald, Information Technology Director
RE: **Approval of Council Chamber Audio Video Upgrades– BID #24-23**

The Information Technology Department requests approval of the project specifications and permission to advertise the Council Chamber Audio Video Upgrades project.

This project will include the design and installation of a new hybrid audio video system for the council chambers to operate in an automated or manned mode as required.

The project specifications were developed by the Information Technology Department and are being presented to the Board of Public Works for approval and permission to advertise.

This project will be funded through ARPA funds.

It is requested the Board of Public Works:

Approve the Project Specifications and grant permission to Advertise for Council Chambers Audio Video Upgrades – BID #24-23.



INFORMATION TECHNOLOGY DEPARTMENT

ELKHART, INDIANA

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

**Council Chamber Audio Video Upgrades
BID # 24-23**

APPROVED BY THE BOARD OF PUBLIC WORKS

THIS _____ DAY OF _____, 2024

Michael Machlan
President

Jamie Arcie
Vice President

Andy Jones
Member

Ronnie Davis
Member

Rose Rivera
Member



M E M O R A N D U M

From: Josh Holt, City of Elkhart Fleet Manager

Date: October 23rd, 2024

To: Elkhart Board of Works

RE: Request for Approval to Purchase New Caterpillar AP1055F Asphalt Paving Machine

Dear Board Members,

I am seeking permission to proceed with the purchase of a new Caterpillar AP1055F asphalt paving machine from MacAllister Caterpillar. This transaction involves trading in our current unit. MacAllister has agreed to purchase the old paving machine for \$215,000, which I believe is at the peak of its trade-in value. The total cost of the new Caterpillar AP1055F is \$649,900, bringing the final purchase price to \$434,900 after applying the trade-in value. The purchase will be made through a Sourcewell contract, which has been reviewed and approved by the city's legal department.

While the funds will not be available until January 2025, MacAllister is aware of this and has agreed that payment will be deferred until then. MacAllister currently has a buyer for our existing paver and would like to complete the trade-in now, which will remove the old unit from our inventory this week. Additionally, MacAllister has committed in writing to reserve a new replacement unit at their Fort Wayne dealership for us, ensuring we will have a machine available when the 2025 paving season begins.

I kindly request the Board's approval to proceed with this transaction as outlined. Thank you for your consideration.

Sincerely,

Joshua J. Holt, City of Elkhart Fleet Manager

Joshua J. Holt



Sourcewell

Quote Prepared For:	Elkhart Street Department
Sourcewell Contract Number	032119-CAT
Sourcewell Member Number	27713
Quote Valid Through	11/23/2024

Machine Item #	Description:	List Price
605-6102	AP1055 07A MTS ASPHALT PAVER	\$547,400
565-4368	APRON, STR HYD FOLD, STD ENTRY	\$6,830
416-4116	PUSH ROLLER, OSCILLATING	\$5,630
396-7137	HITCH, HYD PREP, TRACTOR	\$1,900
416-4111	EXTENSION, MAINFRAME, POWER	\$8,520
438-6252	AUGER 18" EXTENSION PER SIDE	\$3,220
399-8387	TANK, WASHDOWN	\$4,110
289-8492	TRACK, MTS, SMOOTH	\$30,320
424-0927	LIGHTS, WORKING	\$1,005
609-8693	SENSOR, FEEDING, SONIC	\$5,170
416-4119	STEERING, FRICTION	\$6,010
416-1453	PEDALS, DECELERATOR	\$2,290
416-1447	SEAT, VINYL, DELUXE	\$1,950
396-7158	VENTIATION SYSTEM , NO CANOPY	\$11,100
416-2013	PANEL, POWER SUPPLY	\$8,810
198-8284	LIGHT, HAZARD	\$1,960
187-6649	UMBRELLA, CAT	\$238
606-6217	CONTROL, BASE CAT G&S SYSTEM	\$11,010
273-9969	GUIDE, STEERING	\$890
458-4087	KIT, UPTIME	\$1,165
605-5644	HOSE, REEL WITH WAND	\$2,505
567-5095	FLASHING, SIDE, SHORT	\$1,285
597-9100	SCREED, SE60 FM (FM600226)	\$172,710
563-8391	HEATER, ENDGATE	\$2,800
567-4518	CONTROL, PENDANT	\$2,800
467-0083	VISORS, DISPLAY	\$430
600-1674	BARS, STABILIZER	\$585
Machine Total		\$842,643
Sourcewell Machine Discount (%)		18% \$ (151,676)
MacAllister Machine Discount		8% \$ (67,411)
Trade In		\$ (215,000)
Machine Sub Total		\$408,556

Additional Required Items Not Subject To Discount		Price
Description:		
MACHINE PREP		\$16,000
DELIVERY		\$1,000
LEVEL 1 INSPECTION 2 YEARS		\$5,000
WARRANTY		\$4,344
Additional Items Total		\$26,344

Grand Total	\$434,900
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*Machine will not invoice until after January 1st, 2025

Roderic Roberson
Mayor

Jamie Arce
City Controller



City Controller's Office
229 S. Second St.
Elkhart, IN 46516

574.294.5471
Fax: 574.294.8491

MEMO

DATE: 10/24/24

TO: Board of Works

FROM: Gail Smith
Controller's office

RE: Transfers of Fixed Assets

MESSAGE:

Please approve the attached transfer forms for transfer of Police Department Rhino Tablets.

One Tablet transferred to Central Garage

Four Tablets transferred to Fire Department

Six Tablets transferred to Human Resources

Thank you.

November 6, 2024

Memorandum

To:
Board of Public Works

From:
Mary K Kaczka,
Assistant Director,
Community
Development

Re:
Woodland Crossing Roof
Replacement
Change Order #1

Change Order #1 for Bid # 24-15, Woodland Crossing Roof Replacement Contract is adding roof insulation to increase R value to R-35 which will provide flexibility in the remodeling of the space (former Big Lots).

The total increase in the contract price due to the Change Order is \$ 68,625.00 which is 17.20% of the original contract price of \$ 398,878.06.

The action requested by the Board of Public Works is as follows:

Approve Change Order #1 for Bid # 24-15, Woodland Crossing Roof Replacement Contract increasing the contract value by \$ 68,625.00, resulting in a contract price of \$ 476,503.06.

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. One
Dated November 6, 2024

Project: Woodland Crossing Roof Replacement Contract No. 24-15

To: Landmark Roofing LL
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By _____
President, Board of Public Works

Dated 10/31/2024

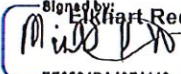
Nature of Changes

Upgrade insulation to R-35 only on 138 W Hively Ste 11 (former Big Lots) TOTAL \$ 68,625.00

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	<u>\$ 398,878.06</u>
Contract Price Prior to this Change Order	<u>\$ 398,878.06</u>
Net change resulting from this Change Order	<u>\$ 68,625.00</u>
Current Contract Price including this Change Order	<u>\$ 476,503.06</u>
Current Contract Price % Change from Original Price	<u>17.20%</u>
Contract Time prior to this Change Order	<u>79 days</u> (Days or Time)
Net Time change resulting from this Change Order	<u>0 days</u> (Days)
Current Contract Time including this Change Order	<u>90 days</u> (Days or Time)

The above changes are approved:

Elkhart Redevelopment Commission
BY: 
556604DA10F4442...
Michael Huber, Director of Development Services-City of Elkhart
10/31/2024
DATE

The above changes are accepted:

By: _____
Contractor

DATE