

CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA

Common Council Chambers
9:00 A.M., Tuesday, February 18, 2025

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

Join by phone: 1-415-655-0001

Meeting Number (access code): 2309 811 0918 Meeting password: BOW25

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids**
 - Bid #25-06 ADA-Funded Curb Ramp Replacement
 - Bid #25-07 Street Department Resurfacing Curb Ramp
 - Bid #25-08 Contract Paving Project 1
- IV. Claims & Allowance Docket**
- V. Minutes- Regular Meeting February 4, 2025**
- VI. Engineering**
 - a.) Administration
 - Parking Hours 400 Block of Arcade Avenue
 - LPA Contract with American Structurepoint: Bristol Street Reconstruction and Widening Project
 - Request Bid #25-11 Lerner Theatre North Roof Replacement
 - Change Order #1 & Final: Bid #24-14 2024 Contract Paving Project
 - b.) Utility
 - Ratify Partial Payment #79 to Bowen Engineering- Elkhart WWTP Capacity Upgrades Phase 2 (tabled)
 - Ratify Partial Payment #19 to C&E Excavating: Oakland Avenue Forcemain Phase A SA7878
- VII. Utilities**
 - a.) Administration
 - Water Utility MRO for January 2025
 - Change Order #1 Elkhart Benham Water Tower Rehabilitation
 - b.) Summary
 - Driveway Permit
 - Release of Bond
 - Revocable
- VIII. New Business**
 - Commission Assistance Program Contract with Indiana Landmarks
 - Change Order #1 Bid #24-23 Council Chamber Audio Video Upgrades

- Request to Purchase EZ Liner Road Marking Machine

IX. Award Bid #25-08 Contract Paving Project 1

X. Public Participation

XI. Adjournment

FOR INFORMATION
ONLY ON FEBRUARY 18;
TO BE AWARDED AT THE
MARCH 4 MEETING



MEMORANDUM

DATE: March 4, 2025
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering *JJS*
RE: Award Bid #25-06, 2025 ADA-Funded Curb Ramp Replacement Project

At the February 18, 2025, Board of Public Works meeting, bids were opened for Bid #25-06, 2025 ADA-Funded Curb Ramp Replacement Project. The results are as follows:

Contractor	Bid

This project is funded by the annual Common Council appropriation for ADA improvements.

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

Award Bid #25-06, 2025 ADA-Funded Curb Ramp Replacement Project, to _____, who submitted the lowest responsive bid, with a contract price in the amount of \$ _____.

FOR INFORMATION
ONLY ON FEBRUARY 18;
TO BE AWARDED AT THE
MARCH 4 MEETING



MEMORANDUM

DATE: March 4, 2025

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JJS*

RE: Award Bid #25-07, 2025 Street Department Resurfacing Curb Ramp Replacement Project

At the February 18, 2025, Board of Public Works meeting, bids were opened for Bid #25-07, 2025 Street Department Resurfacing Curb Ramp Replacement Project. The results are as follows:

Contractor	Bid

This project is funded by the Common Council appropriation for the Street Department.


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

Award Bid #25-07, 2025 Street Department Resurfacing Curb Ramp Replacement Project, to _____, who submitted the lowest responsive bid, with a contract price in the amount of \$_____.

TO BE AWARDED AT
THE END OF THE
FEBRUARY 18, 2025,
MEETING



MEMORANDUM

DATE: February 18, 2025
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering 
RE: Award Bid #25-08, 2025 Contract Paving Project 1

At the February 18, 2025, Board of Public Works meeting, bids were opened for Bid #25-08, 2025 Contract Paving Project 1. The results are as follows:

Contractor	Bid


This project is funded by a Common Council appropriation specific to the project.

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

Award Bid #25-08, 2025 Contract Paving Project 1, to _____,
who submitted the lowest responsive bid, with a contract price in the amount of
\$_____.

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.

February 11, 2025 

JAIME ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$16,368,851.12 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 42 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 18TH DAY OF FEBRUARY 2025 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
2.18.25

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
4445	ELKHART COUNTY CONVENTION & VISITORS BUREAU	Lerner 100 Celebration Project	\$ 25,000.00
2201	YODER OIL COMPANY INC	Gasoline for Jan. 2025	\$ 25,094.56
4425	CUMBERLAND MARINE REPAIR LLC	Equipment for Water Rescue	\$ 26,810.66
6504	INNOVATIVE SPACES, INC	LAB FLOOR RESURFACING	\$ 27,004.00
6103	BOWEN ENGINEERING CORPORATION	WWTP COLLECT & DIST GARAG	\$ 30,239.20
1101	YODER OIL COMPANY INC	GASOLINE	\$ 35,501.86
4436	FREMIUM CONCRETE SERVICES, INC.	ADA IMPROVEMENTS 2024 ON CALL CONSTRUCTION	\$ 35,548.00
6101	FEERLESS-MIDWEST INC	WELL A RELINING	\$ 36,875.00
6103	MISHAWAKA-F, LLC	2 TRANSITS	\$ 47,978.00
4650	JOHN BOETTCHER SEWER AND EXCAVATING	HIVELY AV OVERPASS - ROW DEMO CONTRACTS	\$ 48,051.00
6103	BOWEN ENGINEERING CORPORATION	WWTP COLLECT & DIST GARAG	\$ 48,960.80
6103	BOWEN ENGINEERING CORPORATION	WWTP COLLECT & DIST GARAG	\$ 49,019.22
4425	KELLEY AUTOMOTIVE GROUP LLC	2024 Chevy Silverado 3500HD Crew Cab Long Bed	\$ 50,175.00
7704	EVERSIDE HEALTH LLC	Everside Health	\$ 53,985.03
4445	ELKHART COUNTY CONVENTION & VISITORS BUREAU	DO DOWNTOWN Elkhart Marketing/Promotion	\$ 60,000.00
2560	DANIELLE D STEWART	Woodland Cr Snow and Salt Jan	\$ 74,939.75
4650	NIBLOCK EXCAVATING INC	JACKSON AND JOHNSON STREET MODERNIZATION	\$ 84,241.01
7704	LEGEND HOLDING LLC	Stop Loss Capital Contribution	\$ 109,163.00
6203	BOWEN ENGINEERING CORPORATION	WWTP COLLECT & DIST GARAG	\$ 137,610.00
4650	JOHN BOETTCHER SEWER AND EXCAVATING	HIVELY AV OVERPASS - ROW DEMO CONTRACTS	\$ 141,501.99
4450	ELKHART COUNTY CONVENTION & VISITORS BUREAU	EXIT # 92	\$ 160,000.00
4436	AMERICAN CONSULTING, INC	Public Safety Building PSA	\$ 196,493.89
4436	BORDEN WASTE-AWAY SERVICE, INC.	02/25 TRASH SVCS	\$ 199,335.21
6203	SELGE CONSTRUCTION CO INC	CSO 39 SEWER SEPARATIONS PROJECT BID #23-14	\$ 208,326.02
4450	PREMIUM CONCRETE SERVICES, INC.	Cassopolis St Improvements	\$ 241,110.00
2201	MC EQUIPMENT, LLC	Western Star truck	\$ 321,575.00
2201	MACALLISTER MACHINERY COM	Paver	\$ 434,900.00
4450	PREMIUM CONCRETE SERVICES, INC.	Cassopolis St Improvements	\$ 732,206.31
4425	SUTPHEN CORPORATION	One Sutphen Custom Pumper	\$ 887,700.00
4425	SUTPHEN CORPORATION	1 Sutphen Custom Pumper	\$ 887,700.00
4501	RIETH-RILEY CONSTRUCTION CO, INC.	2024 GRANT FUNDED CONTRACT PAVING PROJECT	\$ 2,145,443.68
Total Claims over \$25,000			\$ 7,562,488.19
Regular Claims under \$25,000:			\$ 764,795.68
Total Regular Departmental Claims:			\$ 8,327,283.87

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

6106	IN DEPARTMENT OF REVENUE	EPU Sales Tax for December 2024	\$ 25,998.77
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - PHARMACY	\$ 27,752.71
6201	INDIANA MICHIGAN POWER COMPANY	04656645704 1201 S HAPPAHEE ST	\$ 32,581.99
1101	INDIANA MICHIGAN POWER COMPANY	04994485706 229 S 2ND ST	\$ 33,592.00
7704	ANTHEM INSURANCE COMPANIES INC	ADMINISTRATIVE FEES - MEDICAL	\$ 44,362.58
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 50,550.98
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - PHARMACY	\$ 54,316.83
7739	USI INSURANCE SERVICES LLC	COMMERCIAL LIENS FEES - 3RD INSTALLMENT	\$ 60,000.00
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 73,658.02
4445	U.S. BANK	COEI TAX ECON DEV REV BOND SERIES 2017	\$ 88,812.75
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 96,244.32
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - PHARMACY	\$ 106,313.14
4445	U.S. BANK	COEI TAX REDEV REV BOND SERIES 2015	\$ 127,334.38
8806	INDIANA PUBLIC RETIREMENT SYSTEM	INPRS - CIVIL CITY 1.03.2025 Regular Wage	\$ 148,855.84
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 148,666.77
8806	INDIANA PUBLIC RETIREMENT SYSTEM	INPRS CIVIL CITY REGULAR 1.17.2025 PAYROLL	\$ 154,791.86
4445	U.S. BANK	COEI TAX REDEV REV BOND SERIES 2015	\$ 215,000.00
4445	U.S. BANK	COEI TAX ECON DEV REV BOND SERIES 2017	\$ 310,000.00
4650	INDIANA DEPT OF TRANSPORTATION	BRISTOL ST CONSTRUCTION	\$ 3,066,350.87
Total Pre-Approved over \$25,000:			\$ 3,746,142.73
Total Pre-Approved Claims under \$25,000:			\$ 1,563,272.01
Total Pre-Approved Claims:			\$ 5,309,414.74

American Rescue Plan Claims:

2474	HEART CITY HEALTH CENTER INC	Elkhart Thrive Neighborhood Hub Initiative	\$ 4,038.46
2474	HEART CITY HEALTH CENTER INC	Elkhart Thrive Neighborhood Hub Initiative	\$ 8,076.92
2474	HRP CONSTRUCTION COMPANY	Benham Ave Water & Sewer	\$ 152,280.27
2474	OFFICE INTERIORS INC	Council Chambers - Furniture Upgrade	\$ 27,200.00
Total American Resuce Plan Claims:			\$ 191,595.65

UTILITY REFUNDS

\$ 2,100.73

Payroll and Pension Payments:

Police & Fire Clothing Allowance	\$ 391,068.58
Police & Fire Pension	\$ 2,147,387.55
Bi-weekly Payroll	\$ 2,538,456.13
Total Payroll:	\$ 2,538,456.13

Total All Claims, Internal Payments, and Payroll: \$ 16,368,851.12

(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, February 4, 2025

Vice-President Jamie Arce called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, February 4, 2025. Maria Leon called the roll. Andy Jones, Jamie Arce, Ron Davis, and Rose Rivera attended in person. Mike Machlan was absent.

1. Approve Agenda

A motion was made by Ron Davis and seconded by Andy Jones to approve the agenda. On motion by Andy Jones, seconded by Ron Davis and carried 4-0, the agenda was amended by adding a PSA with Butzel Attorneys and Counselors to New Business. On motion by Ron Davis, seconded by Rose Rivera and carried 4-0, the amended agenda was approved.

2. Claims and Allowance Docket

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the claims and allowance docket in the amount of \$6,235,502.37, consisting of 27 pages as prepared on January 28, 2025 at 10:28 a.m.

3. Minutes Regular Meeting January 21, 2025

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the Minutes of the Regular Meeting January 21, 2025.

4. Engineering

(A.) Administration

Change Order #1 Bid #24-18 Hively Avenue Overpass Demolition Contract #5

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved Change Order #1 for Bid #24-18, Hively Avenue Overpass Demolition Contract #5, decreasing the contract value by \$31,152.00, resulting in a contract price of \$155,585.46.

Amendment to PSA with Crawford, Murphy & Tilly, Inc. Hively Avenue Overpass Project FRA Grant Application and Grant Management

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board authorized the Board Vice-President to Execute Amendment #1 to the Professional Services Agreement with Crawford, Murphy and Tilly, Inc. for Hively Avenue Overpass Project FRA Grant Application and Grant Management with an amended fee not to exceed \$46,000.00.

Change Order #1 for Bid #24-19 Hively Ave. Overpass Demolition Contract #6

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved Change Order #1 for Bid #24-19 Hively Avenue Overpass Demolition Contract #6, decreasing the contract value by \$20,000.00, resulting in a contract price of \$63,225.00.

Acceptance of Plat, Right-of-Way Dedication, and Easement Dedication for Lindholm Lane Subdivision

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board accepted the Right-of-Way Dedication and Easement Dedication for Lindholm Lane Subdivision.

Escrow Agreement with Almac, Inc. and Lake City Bank for Elkhart East Area A Public Improvements

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board authorized the Board of Works Vice-President to execute the Escrow

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Agreement with Almac, Inc. and Lake City Bank for Elkhart East Area A Public Improvements.

Award Bid #24-22 Elkhart East Area A Public Improvements

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board awarded Bid #24-22 Elkhart East Area A Public Improvements to C&E Excavating, who submitted the lowest responsive bid, with a contract price in the amount of \$2,483,600.00, subject to the full execution of the escrow agreement approved by the Board.

Revocable Right-of-Way Permit for Perpendicular Parking in Alma Street at Linde Gas & Equipment 1820 Mishawaka Street

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board removed the Revocable Permit from the table for consideration. Jeff Schaffer explained the request to the Board. Mark McLaughlan of Linde Gas & Equipment said they are working with the City to become compliant. They need clarification on where the line is so they can get back with the Contractor. On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the Revocable Right-of-Way Permit for perpendicular parking in Alma Street at Linde Gas & Equipment, subject to the conditions suggested by the staff in the Board memorandum.

(B.) Stormwater

Amended Contract with Xylem Vue Inc. for Additional CSO Monitoring Services

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the Amended Standard Form of Agreement for Professional Services with Xylem Vue Inc. for additional CSO Monitoring Services.

PSA with Christopher B. Burke Engineering, LLC for MS4 Program Assistance in 2025

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the Professional Services Agreement with Christopher B. Burke Engineering, LLC for MS4 Program Assistance in 2025 for a total not-to-exceed amount of \$40,000.00.

(C.) Utility

Ratify Partial Payment #150 to DLZ Oakland Avenue Project D CSO 6&7 Connection

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board ratified partial payment request #50 of SRF Loan WW22162005 in the amount of \$73,300.00 to DLZ from the allocated SRF Loan for professional services on the Oakland Avenue Project D CSO 6&7 Connection Design.

Ratify Partial Payment #51 to American Structurepoint -Oakland Avenue Project C Design

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board ratified partial payment request #51 of SRF Loan WW22162005 in the amount of \$30,155.00 to American Structurepoint from the allocated SRF loan for professional services on the Oakland Avenue Project C Harrison Street Design.

Ratify Partial Payment #77 to Bown Engineering Elkhart WWTP Capacity Upgrades Phase 2

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board ratified partial payment request #77 from SRF Loan WW18262004 in the

BOARD OF PUBLIC WORKS

Tuesday, February 4, 2025

amount of \$449,113.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades- Phase 2 project.

Ratify Partial Payment #78 to Bown Engineering Elkhart WWTP Capacity Upgrades Phase 2

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board ratified partial payment request #78 from SRF Loan WW18262004 in the amount of \$126,427.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades- Phase 2 project.

Ratify Partial Payment #79 to Bown Engineering Elkhart WWTP Capacity Upgrades Phase 2

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board tabled Partial Payment #79 to Bown Engineering Elkhart WWTP Capacity Upgrades Phase 2.

5. Utility

(A.) Administration

Declaration of Surplus

A motion was made by Rose Rivera and seconded by Andy Jones to declare the old unusable water meters as surplus materials and approve the auctioning of the water meters for salvage value. Attorney Maggie Marnocha explained the situation to the Board. This is for recycling purposes. We are able to sell or transfer them outright under Indiana Code 5-22-22-7. She asked the Board to amend the motion to declare the water meters to be surplus and salvageable and allow the Utility to sell them without advertisement pursuant to IC 5-22-22-7. On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the motion was amended to declare the water meters to be surplus and salvageable and allow the Utility to sell them without advertisement pursuant to IC 5-22-22-7. The amended motion carried 4-0.

Wastewater Utility MRO for December 2024

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board accepted and placed on file the Wastewater Utility MRO for December 2024.

(B.) Pretreatment

Five-Year Industrial Discharge Permit Welsh Packaging Permit #2017-01

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board issued Welsh Packaging Permit #2017-01 its five-year Industrial Wastewater Discharge Permit Renewal.

Five-Year Industrial Discharge Permit Welsh Packaging Permit #96-04

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board issued Welsh Packaging Permit #96-04 its five-year Industrial Wastewater Discharge Permit Renewal.

6. New Business

Master Services Agreement with enFocus

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved a Master Services Agreement with enFocus in the amount of \$122,500.00 which will be paid through Development Services and Planning and Zoning professional services budgets. Jamie asked if they are using a Federal component. Maggie suggested approving contingent upon Legal reviewing it again.

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On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board amended the motion to make the approval subject to Legal approval. The amended motion carried 4-0.

Lease with Council on Aging

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the Lease with the Council on Aging.

Disposal of Fixed Assets- Bright Star Auction

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the approved the disposal of the following assets for the Bright Start Auction: Unit Cm808, St313, BG548, AV2220, BG539, and FU-19. Josh explained they are old pieces of equipment beyond their mechanical ability.

Request Bid #25-09 2025 Police Vehicles

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved bid documents and granted permission to advertise Bid #25-09 2025 Police Vehicles.

Request Bid #25-10 Light Duty Trucks

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved bid documents and granted permission to advertise Bid #25-10 2025 City Light Duty Trucks.

Request Purchase of DB500 Mobile System on a Trailer

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the purchase of DB500 Mobile System on a Trailer from Dustless Blasting Company for \$52,111.98 from the Buildings & Grounds budget using the Sole Source purchasing authority.

PSA for Legal Services with Butzel Attorneys and Counselors

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved an Agreement with Butzel Attorneys and Counselors for professional services, and authorized Corporation Counsel John Espar to approve and sign the final agreement.

7. Adjournment

On motion by Andy Jones, seconded by Ron Davis and carried 4-0, the Board of Works adjourned at 10:10 a.m.

_____ Rose Rivera, City Attorney

Attest: _____ Nancy Wilson, Clerk of the Board



MEMORANDUM

DATE: February 18, 2025

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JSS*

RE: **Parking Hours, 400 Block of Arcade Avenue**

The 400 block of Arcade Avenue current is marked as “NO PARKING, 8 AM – 3 PM, WEEKDAYS”. These restrictions were put in place to prevent staff members from Elkhart General Hospital, which is located one block to the south, from parking on the street.

Within the last ten years, Elkhart General Hospital has constructed two new parking lots on the north side of the campus, near Lawn Avenue. With the construction of the lots, the potential for staff members parking on the street has been greatly reduced.

Approximately four months ago, Chad Crabtree, Second District Council Member, asked the engineering staff to reconsider these parking restrictions. Letters were sent on December 26, 2024, to residents and property owners along the block. This proposed change was also communicated to the leadership at Elkhart General Hospital. The responses are summarized as follows:

Name	Address	Summary of Comments
Tanya Pierson	412 Arcade Avenue	“I do not like the current parking restriction and have actually voiced my opinion numerous times that the restriction should be removed.”
Heather Appenzeller	405 Arcade Avenue	“I actually brought this request to city council so I 100% support discontinuing restricted parking.”
Jo Anne Weeks	409 Arcade Avenue	“I do not support changing this for the following reasons...”
Debbie McKissick	411 Arcade Avenue	“I am in favor of lifting the parking restriction in this block.”
Mark Metzcus	418 Arcade Avenue	“I highly support the parking restrictions stay in place.”


The full correspondence is included with this memorandum with contact information redacted. In addition, the leadership at Elkhart General Hospital has committed to sending communication to staff reminding them to park in the lots and refrain from using Arcade Avenue as a through street.

Of the comments received, the thoughts are mixed between support and objection. In addition, the comments shared concerns with several other matters. The engineering staff is working with the residents on these other matters.

Based on the above, the engineering staff would support a temporary removal of parking hour restrictions, but with the placement of "NO TRUCKS" and "NO THROUGH TRAFFIC" signs. This temporary condition would remain in place through August 31, 2025, and would be reconsidered at the August 19, 2025, Board of Public Works meeting.

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

Remove the parking hour restrictions on the 400 block of Arcade Avenue from March 1, 2025, through August 31, 2025, and direct the staff to post "NO TRUCKS" and "NO THROUGH TRAFFIC" signs on the block.

From: [Pierson, Tanya R](#)
To: [Schaffer, Jeff](#)
Subject: EXTERNAL: Parking Hours on 400 Block of Arcade Ave
Date: Thursday, January 2, 2025 1:44:35 PM
Attachments: 

Caution: This email originated from outside of the organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Hi there,

I have the letter I received in the mail attached for reference since my last name was listed incorrectly. It should be Tanya Pierson.

I also have below the answers to your questions in blue below:

1. *Do you support the continued parking restrictions on the 400 block of Arcade Avenue?* I do not like the current parking restriction and have actually voiced my opinion numerous times that the restriction should be removed.
2. *Do you have any concern that changes to the restrictions or removal of the restrictions will result in EGH staff parking on Arcade Ave?* Not really, but if there is concern, why could we not let's say remove the restriction for a few months and then have the home owners report back. If an issue has been found and a valid concern, put the signs back. If not, keep them down. The other option, and this might not be for everyone, I personally would not mind paying a minimal yearly fee, let's say \$50 to get a parking pass to park on the street at any time and leave the signs as is. If that is the route maybe make an option that the \$50 gets you one pass and if you need additional you can an extra \$25 for each vehicle. Not sure if that can be done, but just a thought or some thing similar. Maybe each house gets once free pass and then you pay extra for additional.
3. *Do you have any other concerns or comments?* I have a few, sorry but just want to air it all out. (1) The only people the current restrictions effects are the current residents who actually need to use the street for parking. Those are the only individuals I have seen get ticketed, myself included. Both of my neighbors do not have driveways to park in and actually have to park on grass spots in the alley behind their homes. I have been told they can also get ticketed for that since those are not actually parking spots. In addition, at the moment I personally have a few issues of my own with not being able to park on the street. One, my garage door is broken, completely understand not a city issue. I do not have the extra funds to fix at this time and I would have to have park in my driveway behind my house and then potentially walk around the block to the front of my house. This was not a huge problem when I went into the office every day. Now I work from home most days so it is a bit of a

hassle. I understand this is a temporary situation of mine and will be fixed shortly. (2) My biggest issue however with parking outback behind the house is the lighting in the alley is very poor. I do have a light on my garage, but as a single mom and parking outback it really does concern me. Several years back we had a neighbor who had all the tires stolen off their vehicle, also had a neighbor whose motorcycle was stolen, I personally had an issue with finding a police officers duffle bag with drug testing kits and whatnot inside hidden in my bushes, and with us being so close to the hospital there are some sketchy individuals I see walking the alley going either to or from the hospital. I do understand the time is only from 8-3 which we cannot park on the street, so this might be a separate issue but has always been a concern, because who wants to move their vehicle several times throughout the day to make sure not to get ticketed. For instance here is a typical day to conform to the parking hours. At night park out front on the street where the lighting is better and I feel safer. Then take my daughter to school around 8 but if I am a few minutes late of that time, like 8:10 I have received a ticket, get my daughter to school. If I work from home, park outback, walk around the block to get into the house. Then by the time I pick her up, I can park out front again. Just is silly to me. And again, I will not have much of an issue once I fix the garage door, but wanted to explain some of the issues we have when following the restriction. (3) Across the street from me are two mentally handicapped individuals who have around the clock care stay with them. These are hired individuals who just like me, do not like parking out back in the alley due to lighting and safety issues. When they park out back of the home, they have no visibility to their vehicle and worry about vandalism. I know several of these individuals have received tickets for parking on the street for their day of work caring for the individuals who live at that home. That breaks my heart that they go into their job and can come out to a ticket. Better lighting in the alleys could potentially fix this issue, but I also feel these workers like to enter the home from the front for not just safety of a dark alley, but from time to time they have to call 911 on the individuals they are caring for. I believe they sometimes refuse to take medication and is causes some mental stability issues. So when I chatted with the workers, they just prefer to enter the home from the front, in case they are walking into an escalated situation. (4) Last comment, would it be possible to get an extra street light on the 400 block? I am not sure why but our end of the street always seems so much darker than the others. I am not sure if our block is a little longer or what. There is a light down on the corner of Arcade and Lawn, then another one two doors down from me. Then there is not one until the next block. It would be very helpful if we had another street light somewhere about 411, 409, 405 Arcade on the other side of the street than me. Doesn't have to be that exact location, but I do feel another light would be helpful. Typically in the summer time, we do get a fair amount of individuals

checking for unlocked cars. They have never broken into a car that I am aware of, but if the vehicle is unlocked they will rummage through the car. I have gone out several times to seeing handprints on my windshield. Knowing how the individuals at 411 Arcade are often changing shifts for caretaking at all hours of the day and night, I think they would really appreciate a light as well.

Sorry I thought I had my last comment but just thought of something and not sure who to truly ask. I know the city comes and cleans up the trees touching the power lines in the alley and slightly on our property. If I have a tree on my property where there are branches breaking or falling and hitting power lines, is there any help from the city to get those cleaned up or is it totally on the home owner? Just concerned as I do not have the funds to take the tree down fully, but also do not want to take the blocks power down if a branch falls from the tree or the snow/ice gets too heavy. Just never had this as an issue and not sure if there is help available other than directly hiring a tree service. Doesn't hurt to ask. And hopefully my comments on the parking restriction are helpful. If you need anything further, please let me know. I am always interested in making things better in our city.

Tanya R Pierson

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

From: [Heather](#)
To: [Schaffer, Jeff](#)
Subject: EXTERNAL: Parking hours on arcade Ave
Date: Friday, January 3, 2025 9:18:54 AM

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good morning, I'm responding to the letter I received about Arcade Ave parking hours. I actually brought this request to city council so I 100% support discontinuing restricted parking. Im tired of getting parking tickets. We have 4 vehicles and can only park 2 in the driveway.

With the new parking i don't think that hospital employees parking on the street will be an issue. The hosptial should continue to discourage parking on arcade Ave.

Changing the sign from restricted parking to residential parking is an option too.

I look forward to this issue being resolved!

Heather Appenzeller

405 arcade Ave

Dear Jeffrey Schaffer

This is in response to the letter regarding the parking hours on Arcade Avenue and concerns over the how the proposed change will affect our neighborhood. I have lived here 25 years and have incurable multiple myeloma so this issue is important to me in order to have some order and safety in getting around in this increasingly crowded street.

The original request to restrict the parking was not only regarding the EGH staff parking on the street, but also during the construction of the west wing, contractors were also parking along this block which made matters worse.

I do not support changing this for the following reasons, rather I would suggest some other ways to handle this:

1. Despite the original reason for restricted parking no longer being an issue with staff and construction workers parking on this block causing many accidents and being a safety concern, we now have 2 parking lots in front of that building. These parking lots are full each day. Without the parking restrictions my concern is the patients and staff trying to park in those lots that are often filled up and no parking available, they will certainly use this block as an overflow if we have no restrictions. The hospital does not monitor this and as a result we have had issues with some things and were told that if it is not on the EGH property it is the responsibility of the city police, which we hardly ever see on this street.
2. Over the years the residents on this block have acquired more vehicles than they have room for on their property. Consequently, this also causes congestion, I can barely back out of my driveway due to not being able to see up and down the street to avoid cars coming each way. My neighbor at 405 Arcade has about 4 vehicles and not enough room to park, so they use the tree lawn paved area and block the sidewalk. It blocks my view of the oncoming street, making it hard to pull out. We also have more traffic due to the hospital building the west wing, so patients use Arcade to go there, I wish there were some way to route that traffic around this block so that the additional traffic is not a safety concern.
3. The neighbor at 411 Arcade has 24 hour a day caretakers. This is again part of the increased congestion. The properties on Arcade for the most part are not large enough to accommodate this type of daily traffic. The lots are very small. My house is 15 feet from both my neighbors. Neither of my neighbor's park in the garage that they have access to behind the house. They park in the tree lawn where there is no actual driveway, but just a driveway pad. So, they are parking in a spot that goes to nothing and at times these hired helpers park across the sidewalk as does the neighbor at 405 Arcade. It blocks the sidewalk so nobody can walk unless they walk in the street. Both neighbors have parking in back in a garage in the alley, but they choose not to use that and claim it is not convenient. I do not feel this is fair to ask for this parking restriction to be removed, as they do have parking as an option, but will not use it. Before a change is made, I feel the residents need to make use of the area they already have.
4. Another concern is the increasing traffic from vendors for the hospital. These vendors are normally trucks delivering things to the hospital. As the hospital gets busier and busier, we are being flooded with the increase in this type of traffic. Removing parking restrictions will make it additionally hazardous trying to navigate on a small narrow street with parking on both sides and truck/motor traffic being heavier. There seems to be no efforts to route those deliveries to a more appropriate location on the hospital premise. We pay road tax for our streets and this increase is in my opinion not fair to a residential neighborhood to have to put up with a lot of truck/delivery traffic.

I will be attending the council meeting regarding this and bringing up these issues. I am concerned that the city does not address these issues, rather I have found that if a request is made it isn't investigated, just voted on. I suggest that someone check these issues out before that meeting.

Sincerely,

Jo Anne Weeks
409 Arcade Ave.
Elkhart IN 46514

PS could you let me know who in the city I can address some issues with? I have reported 405 Arcade next to me has had a washing machine in the back yard for months. No one ever moved it so I assume it wont be citated. Also, the same house parks across the sidewalk preventing pedestrians from using it. 411 Arcade also does this at times. And 405 Arcade has a Pitbull that attempts to jump the fence anytime someone comes near it, barking and growling aggressively and my garage is 1 foot from the fence. I don't even know if the dog is registered but, in the event it manages to jump and bite me or someone else, I will need legal advice. I hope the city will address these issues.

411 Arcade has 2 100-watt floodlights pointed at my house lighting up my bedroom like its daylight. I have spoken to them and asked them to either move the light fixture, so it is not aimed at my house or get another type of light, but they refuse. I need to get some assistance on that issue. I should have rights to not have my home polluted with that kind of light at night. It is excessive and I feel I should have rights on my own property against that kind of excessive lighting. I have incurable cancer and take chemo regularly and need my sleep with out being told to put blackout curtains on my windows. I should not have to do that.

So, if you can advise me on who to contact on my issues here with my neighbor to the north and south adjoining my property I would appreciate it.

Thanks

From: [Debbie McKissick](#)
To: [Schaffer, Jeff](#)
Subject: EXTERNAL: Arcade Avenue parking hours
Date: Wednesday, January 8, 2025 8:57:16 AM

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Good Morning,

My name is Debbie McKissick and I am the homeowner at 411 Arcade Avenue. The home is occupied by my special needs son, his special needs housemate, and their 24/7 caregivers.

I am in favor of lifting the parking restriction in this block. It is frustrating not being able to park in front of the house. Our house doesn't have a driveway, so the only available parking is behind the house; and in the wintertime the alley doesn't get plowed so it makes it very difficult to access.

Two other options that could be considered are changing the signage to "Resident Parking Only" or just leaving the signage as it is (to discourage hospital employees from parking there) but just not ticket cars that are parked. That would allow residents to park in front of their own homes.

Thank you for looking into this matter.

If you have any further questions, feel free to contact me.

Sincerely,
Debbie McKissick

A black rectangular redaction box covering the signature area, likely obscuring a name or title.

From: [REDACTED]
To: [Schaffer, Jeff](#); [Schaffer, Jeff](#)
Subject: EXTERNAL: Fw: Parking on street.
Date: Thursday, January 16, 2025 12:00:41 PM

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Thanks for the opportunity to weigh in on this subject. I was the petitioner for my side of the street on my block. B4 the no parking signs went up cars were parked so heavily up and down our street they were blocking driveways. My next-door neighbor even had to threaten to call the police on someone that parked in my driveway to get them to park somewhere else. I was creeping out of my driveway one day and because I could not see the street, due to the parking on the street. I was almost in an accident when a Porsche came racing by me. The car was coming from the Hospital side of my house heading north to Lexington. Prob About 5 car lengths from Hospital to my drive.

Most of the people on our block are new to the Neiborhood since the signs went up so they will NOT have any form of reference as to why the signs were requested.

My original request was for Homeowner parking only. The city told me that was not an option. About the speed on the street I also inquired about a stop sign at Arcade and Suwanee to slow down folks coming to the Hospital. Was told they do NOT use stop signs to control speed on streets. Have never seen any police checking on that. The curbs on my block are crumbling and in NO way will deter parking up on people's lawns. Pictures below show this. When people are parked on both sides of the street vehicles have to take turns because both cannot pass at the same time due to room restrictions. My Neighbor has had 2 vehicle mirrors ripped off his trucks. See picture below of drive side mirror tucked in but passenger side not. There is a lot more street parking from this block's homeowners now than when the signs went up. I understand if they would not be so inclined to keep the signs up, but as I said previously, they were not here to experience problems which prompted the signs originally. I think they will not be happy when they come home from work and have NO street parking.

Along with crumbling Curbs there is a Water access juncture in the street by the light pole in front of my house that has acted like a sink hole over the years. It has been repaired at least 4 times in last 10 years. Last time it was repaired I told the city about the multiple repairs, and they seem to have done a better job this time. It is starting to sink again. Don't think parking on this will help the situation.

The hospital has always had ample parking, with both garages NEVER full, but most people will always try to find the closest parking spot. All their lots on the north side of the hospital are always full every working day. If that was not true, they would not completely clear the lots of snow.

Please understand, I do NOT blame the hospital for this. They are not traffic cops, but human nature is what it is. They have always been good neighbors and lifted property values and maintained their grounds.

That being said, I highly support the parking restrictions stay in place.

Pictures below show evidence of my concerns.

Would still like to see the stop sign at Arcade and Suwanee to get folks slowed down, or more of a police presence at hospital sift changes and random other times throughout the day if stop sign not an option. There are children playing in the neighborhood, and with cars parked up and down the street. seeing them becomes even harder. My other concern is adequate access for emergency vehicles.

If any Qu for me please email me at [REDACTED]



MEMORANDUM

DATE: February 18, 2025

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JTS*

RE: **LPA – CONSULTING CONTRACT with American Structurepoint, Inc., for Construction Inspection Services for the Bristol Street Reconstruction and Widening Project**

In 2018, the City selected American Structurepoint Inc. for the design, engineering, right-of-way acquisition, and construction inspection services required for the Bristol Street Reconstruction and Widening Project (INDOT DES 1801611, Contract R-41395). The project was recently bid, and Rieth-Riley Construction Co, Inc., was the apparent low bidder and was awarded the project. INDOT will be issuing a Notice to Proceed shortly to Rieth-Riley, allowing work to begin.

Under the Federally-funded INDOT-LPA (Local Public Agency) process, the City must retain a qualified consulting firm for the construction inspection. This agreement includes those services. The proposed fees are based on the INDOT process for calculation of professional services fees.

This work will be funded by the Common Council appropriation for the Bristol Street Reconstruction and Widening Project.

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

Execute the LPA – CONSULTING CONTRACT with American Structurepoint, Inc., for Construction Inspection Services for the Bristol Street Reconstruction and Widening Project, with a fee calculated by the INDOT fee process that is not to exceed \$1,246,948.19.

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of February 18, 2025 ("Effective Date") by and between City of Elkhart, Indiana, Board of Public Works, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and American Structurepoint, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1801611; R-41395

Project Description: Bristol Street Reconstruction and Widening, between Jeanwood Drive and CR15

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be June 23, 2028. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 1,246,948.19.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’S liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Jeffrey D. Schaffer, PE
City of Elkhart – Assistant City Engineer
1201 S Nappanee Street
Elkhart, Indiana 46516

Notices to the CONSULTANT shall be sent to:

Cash E. Canfield, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- Jeffrey D. Schaffer, PE
City of Elkhart – Assistant City Engineer
1201 S Nappanee Street
Elkhart, Indiana 46516
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining

to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

American Structurepoint, Inc.

Cash E. Canfield, PE
President

LOCAL PUBLIC AGENCY

**The City of Elkhart, Indiana Board of
Public Works**

Michael C. Machlan, President

Jamie Arce, Vice President

Andy Jones, Member

Ronnie Davis, Member

Rose Rivera, Member

Attest:
Nancy Wilson, Secretary to the Board

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LOCAL PUBLIC AGENCY and INDOT, and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LOCAL PUBLIC AGENCY Project Coordinator and INDOT Area Engineer.

B. DESCRIPTION OF SERVICES

1. **CONSTRUCTION SCHEDULE:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.
2. **CONFERENCES:** Attend preconstruction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **LIAISON:** Serve as the LOCAL PUBLIC AGENCY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and INDOT by the Resident Project Representative.

Serve as the LOCAL PUBLIC AGENCY's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.

4. **COOPERATE** with the LOCAL PUBLIC AGENCY in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **EQUIPMENT:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. **SAMPLES:** Obtain field samples of materials delivered to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **SHOP DRAWINGS**
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LOCAL PUBLIC AGENCY's DESIGN ENGINEER for approval.
 - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and inform the LOCAL PUBLIC AGENCY and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents
10. **REVIEW OF WORK, INSPECTION, AND TESTS**
 - a. Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining the project is proceeding in accordance with the Contract Documents
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices
 - c. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY and INDOT
 - d. Verify required testing has been accomplished

11. **MODIFICATION:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY and INDOT.
12. **RECORDS**
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project-related documents
 - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LOCAL PUBLIC AGENCY
 - c. Maintain for the LOCAL PUBLIC AGENCY a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project
 - e. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LOCAL PUBLIC AGENCY. Provide a copy of the Final Construction Record to the LOCAL PUBLIC AGENCY
13. **REPORTS:** Furnish to INDOT and the LOCAL PUBLIC AGENCY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **PROGRESS ESTIMATES:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **PROJECT RESPONSIBILITY:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **WORK SCHEDULE AND SUSPENSION:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **CONTRACT ADMINISTRATION:** The CONSULTANT will administer the contract in accordance with INDOT procedures.

18. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

- Remainder of this page intentionally left blank -

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)

1. Designated employee and Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LOCAL PUBLIC AGENCY
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

1. The CONSULTANT will be prepared to begin services under this Contract within five days after a letter of proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within 45 days after the contractor's last day of work.
2. CONSULTANT's fee assumes 85 weeks of construction inspection activities.

APPENDIX "D"

1. The CONSULTANT will receive as payment for the work performed under this Contract the total amount not to exceed **\$1,246,948.19**, unless a modification of the Contract is approved in writing by the LOCAL PUBLIC AGENCY and INDOT.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

Labor Classification	Allowable Hourly Rates Per Year					
	2025/2026		2026/2027		2027/2028	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Project Manager	\$261.86		\$272.34		\$283.24	
Project Engineer	\$221.99		\$230.89		\$240.11	
Resident Project Representative	\$181.53	\$208.88	\$188.79	\$217.23	\$196.37	\$225.95
Inspectors	\$130.07	\$149.67	\$135.29	\$155.67	\$140.71	\$161.91
Intern	\$68.11	\$78.37	\$70.84	\$81.51	\$73.65	\$84.75

3. The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current INDOT policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any reimbursement therefore.
5. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

3. It is the policy of INDOT that Project Representatives and/or Inspectors are on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.
4. In order for the Contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary; overtime premium may be paid on this project at the rate of 1.5 times the actual hourly rate for all hours worked on this project by the Project Representatives and Inspectors over 40 hours per week.

EXHIBIT "A"

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

OWNER: City of Elkhart
DESCRIPTION: Bristol Street Reconstruction
Contract No. R-41395; Des. No.1801611

LETTING: December 11, 2024
NOTICE TO PROCEED: January 27, 2025 Anticipated - 45 days after letting
SUBSTANTIAL COMPLETION DATE: October 15, 2027 Anticipated
COMPLETION DATE: April 28, 2028 Anticipated

UTILITY RELOCATIONS	1/27/2025	to	3/1/2026	=	57.00 weeks
PRECONSTRUCTION ACTIVITIES:	3/2/2026	to	3/29/2026	=	4.00 weeks
CONSTRUCTION ACTIVITIES:	3/30/2026	to	10/31/2027	=	75.00 weeks*
POST-CONSTRUCTION ACTIVITIES:	11/1/2027	to	12/12/2027	=	<u>6.00 weeks</u>
					85.00 weeks

* - Assuming a 8 week winter shut down period

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR

PROJECT ENGINEER:

Regular time:	75.00 weeks	@	5.25 hours/week	=	<u>394 hours</u>
PROJECT ENGINEER TOTAL HOURS					= 394 hours

PROJECT SUPERVISOR

Preconstruction Activities:

Regular Time:	4.00 weeks	@	40 hours/week	=	160 hours
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Construction Activities:

Regular Time:	75.00 weeks	@	40 hours/week	=	3,000 hours
Overtime	3,000	@	5%	=	150 hours

Post-Construction Activities:

Regular Time:	6.00 weeks	@	40 hours/week	=	<u>240 hours</u>
PROJECT SUPERVISOR TOTAL REGULAR HOURS					= 3,400 hours
PROJECT SUPERVISOR TOTAL OVERTIME HOURS					= 150 hours

INSPECTOR(S):

Construction Activities: (assume 1 inspector(s) needed):

Regular Time:	75.00 weeks	@	40 hours/week	=	3,000 hours
Overtime	3,000	@	5%	=	150 hours

Post-Construction Activities: (assume 1 inspector(s) needed):

Regular Time:	6.00 weeks	@	40 hours/week	=	<u>240 hours</u>
INSPECTOR(S) TOTAL REGULAR HOURS					= 3,240 hours
INSPECTOR(S) TOTAL OVERTIME HOURS					= 150 hours

EXPENSES

Mileage:					
Supervisor	85.00 weeks	@	150 miles/week	=	12,750 miles
Inspector(s)	81.00 weeks	@	150 miles/week	=	<u>12,150 miles</u>
TOTAL MILEAGE					= 24,900 miles

American Structurepoint, Inc.
July 18, 2024

Escalated Billing Rate Calculation

Wage Rates - Escalated	7/2/2024 Certified Pay Rates				
	7/1/24 thru 6/30/25	7/1/25 thru 6/30/26	7/1/26 thru 6/30/27	7/1/27 thru 6/30/28	7/1/28 thru 6/30/29
Annual Increase Avg.		4.00%	4.00%	4.00%	4.00%
Classification					
Construction Inspector	37.68	39.19	40.76	42.39	44.09
Interns and Co-ops	19.73	20.52	21.34	22.19	23.08
Project Engineer	64.31	66.88	69.56	72.34	75.23
Project Manager	75.86	78.89	82.05	85.33	88.74
Resident Project Representative	52.59	54.69	56.88	59.16	61.53
Provisional Audited					
Overhead Rate:	187.89%	187.89%	187.89%	187.89%	187.89%
Overhead Amount					
Construction Inspector	70.80	73.63	76.58	79.65	82.84
Interns and Co-ops	37.07	38.56	40.10	41.69	43.37
Project Engineer	120.83	125.66	130.70	135.92	141.35
Project Manager	142.53	148.23	154.16	160.33	166.73
Resident Project Representative	98.81	102.76	106.87	111.16	115.61
Profit (Fixed Fee) %	15.00%	15.00%	15.00%	15.00%	15.00%
Fixed Fee Amount					
Construction Inspector	16.27	16.92	17.60	18.31	19.04
Interns and Co-ops	8.52	8.86	9.22	9.58	9.97
Project Engineer	27.77	28.88	30.04	31.24	32.49
Project Manager	32.76	34.07	35.43	36.85	38.32
Resident Project Representative	22.71	23.62	24.56	25.55	26.57
Cost of Money	0.85%	0.85%	0.85%	0.85%	0.85%
COM Amount					
Construction Inspector	0.32	0.33	0.35	0.36	0.37
Interns and Co-ops	0.17	0.17	0.18	0.19	0.20
Project Engineer	0.55	0.57	0.59	0.61	0.64
Project Manager	0.64	0.67	0.70	0.73	0.75
Resident Project Representative	0.45	0.46	0.48	0.50	0.52
Escalated Billing Rate					
Construction Inspector	125.07	130.07	135.29	140.71	146.34
Interns and Co-ops	65.49	68.11	70.84	73.65	76.62
Project Engineer	213.46	221.99	230.89	240.11	249.71
Project Manager	251.80	261.87	272.35	283.25	294.55
Resident Project Representative	174.56	181.53	188.79	196.37	204.23

American Structurepoint, Inc.
 July 18, 2024
 2023 Year of Indirect Cost Submission
 7/2/2024 Certified Payroll

Escalation Percent:	4.00%
Overhead Percent:	187.89%
Profit Percent:	15.00%
Cost of Money Percent:	0.85%

Wage Rates - Escalated					
	7/1/24 thru 6/30/25	7/1/25 thru 6/30/26	7/1/26 thru 6/30/27	7/1/27 thru 6/30/28	7/1/28 thru 6/30/29
Classifications:					
Construction Inspector	125.07	130.07	135.29	140.71	146.34
Interns and Co-ops	65.49	68.11	70.84	73.65	76.62
Project Engineer	213.46	221.99	230.89	240.11	249.71
Project Manager	251.80	261.87	272.35	283.25	294.55
Resident Project Representative	174.56	181.53	188.79	196.37	204.23

WEIGHTED AVERAGE CALCULATION:						Weighted Average 100.00%
	% Work by Year					
	0.00%	15.00%	55.00%	30.00%	0.00%	
Construction Inspector	\$ -	\$ 19.51	\$ 74.41	\$ 42.21	\$ -	\$ 136.13
Interns and Co-ops	\$ -	\$ 10.22	\$ 38.96	\$ 22.10	\$ -	\$ 71.28
Project Engineer	\$ -	\$ 33.30	\$ 126.99	\$ 72.03	\$ -	\$ 232.32
Project Manager	\$ -	\$ 39.28	\$ 149.79	\$ 84.97	\$ -	\$ 274.04
Resident Project Representative	\$ -	\$ 27.23	\$ 103.83	\$ 58.91	\$ -	\$ 189.97



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: City of Elkhart, Indiana

Des. No.: 1801611

Project Description: Bristol Street Reconstruction and Widening between Jeanwood Drive and CR 15

Consultant Name: American Structurepoint, Inc.

1. Review the contract document:
 - a. Verify that the draft contract is consistent with the latest INDOT boilerplate.
 - b. Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
 - c. Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
 - d. Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
 - e. Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.
2. Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.
3. Verify the Appendix "D" compensation method is appropriate for the scope of work.
 - a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
 - b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
 - c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
 - d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at:
http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf
4. Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:
- a. Itemization of task elements with estimated hours by employee classification.
 - b. Cost calculations show the overhead rate and profit rate has been applied.
6. Analyze the Consultant Fee Proposal.
- a. Confirm the task elements are relevant to the scope of work.
 - b. Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: <http://www.in.gov/indot/2730.htm>.
 - c. Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
 - d. Confirm, to the extent possible, major task element and overall cost totals are not excessive.
7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?
- a. Not Applicable
 - b. Engineer's Assignment is attached.

ERC Signature:



Date:

February 12, 2025

Printed Name:

Jeffrey D. Schaffer, PE, Assistant City Engineer, ERC



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-PQ
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

June 17, 2024

Prequalification Section
(317) 232-5094

Cash Canfield
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification Financial Update Application submitted on 6/6/2024 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/14/2024. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2025. Your General/Technical approval will expire on 08/31/2025.

Your Firm's annual contracting capacity for the Cognizant Audit Level is \$147,916,032.00 for the fiscal period that ended on 12/31/2023. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "John A. Leming".

John A. Leming
Prequalification Research Analyst

cc: Prequalification File
External Audit

www.in.gov/dot/

An Equal Opportunity Employer

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 06/17/2024

American Structurepoint, Inc.

Valid Work Groups


Effective: 06/14/2024

Expires on: 08/31/2025

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Rajbhara, Rahul M
2.1	Traffic Data Collection	Shah, Hardik R
2.2	Traffic Forecasting	Shah, Hardik R
3.1	Non-Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
3.2	Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
4.1	Traffic Safety Analysis	Shah, Hardik R
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Hope, Briana M
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.8	Noise Analysis and Abatement Design	Walker, Kaitlynn
5.12	Karst Studies	Walker, Kaitlynn L
5.13	ESA Screening and Phase I ESA	King, Michael 

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Work Type Code	Work Type Description	Qualifying Person(s)
5.14	Phase II ESA and Further Site Investigation/Corrective Action	King, Michael A
6.1	Topographic Survey Data Collection	Douglas, Jeffrey Hood, John N
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
8.3	Roundabout Design	Balog, Jeremiah S
9.1	Level 1 Bridge Design	Cummins, Ryan M Gorak, Kevin M
9.2	Level 2 Bridge Design	Cummins, Ryan M Gorak, Kevin M
10.1	Traffic Signal Design	Shah, Hardik R
10.2	Traffic Signal System Design	Shah, Hardik R
10.3	Complex Roadway Sign Design	Shah, Hardik R
10.4	Lighting Design	Schneider, Elizabeth M
11.1	Right of Way Plan Development	McGill, Tracy L Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tennancour, Syvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Dubyel, Joe Machala, David 

Work Type Code	Work Type Description	Qualifying Person(s)
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Day, Derrek W
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M
16.1	Utility Coordination	Stetzel, James
17.1	Drainage Design for Driveway Permits	Murphy, Nicholas
17.2	Small Structure and Pipe Hydraulic Design	Stout, Todd
17.3	Storm Sewer and Detention Design	Stout, Todd
17.4	Bridge Hydraulic Design	Cummins, Ryan M Day, Derrek W
18.1	Pavement Analysis-Design Services	Maurovich, Michael J

cc: Prequalification File



John A. Leming
Prequalification Research Analyst



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

External Audit <http://www.in.gov/indot/2846.htm>
Division of Economics, External Audit, and Performance Metrics

June 14, 2024

Re: Report on Review of Financial Prequalification submission
For Fiscal Year Ending: **December 31, 2023**

Scott S. Scoville, CFO
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Dear Mr. Scoville

External Audit has reviewed the Financial Prequalification submittal by American Structurepoint, Inc for the fiscal year ending December 31, 2023. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, please contact the Prequalification Section directly.

We reviewed an Indirect Cost Schedule and associated required documents for Financial Prequalification submitted for the Cognizant Audit Level as application #58736.

Per the Mayer Hoffman McCann P.C. report, the Indirect Cost Schedule was audited in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States and 48 CFR Part 31, with an audited indirect cost rate of 187.89%, facilities capital cost of money rate of 0.85% and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of American Structurepoint, Inc. for the period ending December 31, 2023.

Per their report dated June 6, 2024, Ohio Department of Transportation performed a cognizant review and concurred with the audited rates of American Structurepoint, Inc. for the period ending December 31, 2023.

Indiana Department of Transportation (INDOT) accepts the use of these rates for invoicing of services provided during the firm's fiscal period covered by this report, for contracts with or administered through the agency. INDOT also accepts the use of these rates as provisional rates for estimating, negotiating and billing current contracts with or administered through the agency. This provisional rate acceptance expires June 30, 2025. Costs billed to contracts with federal participation are subject to audit for compliance with the cost principles contained in 48 CFR Part 31. With the financial prequalification accepted at the Cognizant Audit Level, this firm is **not** restricted to total annual billings of less than \$250,000.00 for a contract or contracts with or administered through INDOT.

Total wages and salaries (not including bonuses, profit share, company retirement contributions, or other unallowable forms of indirect compensation) were submitted as \$37,602,089 Direct and \$36,355,927 Indirect, for a total of \$73,958,016.



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

The audited financial submission for this firm documents the separation of direct and unallowable indirect vehicle operating cost from allowable indirect vehicle operating costs. This firm may bill and be reimbursed for direct miles billed for contracted services in accordance with State statute and policy.

Issues concerning the financial data submitted to the Agency and the allowable indirect cost rates accepted by External Audit are subject to the following procedures. All CPA workpapers used as the basis to establish an audited overhead rate must be made available to INDOT for review at a location of mutual agreement, as determined by INDOT and the consultant firm. The consultant firm named above is solely responsible for all costs billed by the firm's Independent CPA related to the review of the auditor's work papers by the agency. INDOT and American Council of Engineering Companies agreed to the implementation of a Dispute Resolution Procedure effective January 1, 2008. Firms wishing to dispute the indirect cost rates allowed by the agency may request a meeting with Natalya Clark, Manager of External Audit, (NClark@INDOT.IN.GOV).

This letter is for internal use only and shall not be used for any other purpose. Occasionally, INDOT receives requests from other state transportation agencies to share the financial data for firms providing financial prequalification submissions to our agency, and we may respond to those requests. Firms offering "engineering and design services", as defined under 23 USC 112(b) (2) (A), who have submitted financial data for Prequalification with INDOT will receive a notification from External Audit summarizing any such data provided and identifying the agency and contact person receiving the information.

If you have any questions or concerns regarding your financial submission or the allowable indirect cost rate for your firm, you may contact External Audit directly.

Sincerely,

Janet Ellis

Janet L. Ellis, External Auditor
JanetEllis@INDOT.IN.GOV

cc: Natalya Clark, Manager of External Audit, INDOT
Matthew Sutton, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT

Example Engineer Assignment letter
(Should be printed on LPA's letterhead)

Date

Mr. Daniel Heflin
Program Director
INDOT Fort Wayne District
5333 Hatfield Road
Fort Wayne, Indiana 46808

Re: Des. No.: 1801611; R-41395
Project Location: Bristol Street Reconstruction and Widening between Jeanwood Drive and CR 15

Dear Mr. Heflin,

Mr. Josh Reeves, who is an employee of **American Structurepoint, Inc.** is hereby designated full time Resident Project Representative for the construction of the above referenced subject. It is understood that in this capacity, the designated individual will be in full time direct control of the project and will follow the established procedures of the Indiana Department of Transportation (INDOT) in the discharge of these duties and will be working under the supervision of the INDOT District Area Engineer and will look to that office for advice and instruction.

The Project Representative will utilize the services of the following personnel:

1. Rick McVay, Inspector
2. TBD, Inspector
3. Matthew Bobay, PE, Project Manager
4. John Tucker, PE, Project Manager

who are employed by above named Firm in accomplishing the overall supervision of this project. The testing equipment shall be provided by the named Firm as required.

We shall maintain all books, documents, paper, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment. The Federal Highway Administration, the State of Indiana, or other authorized representatives of any unit providing funding for the project shall be furnished copies thereof if requested.

Sincerely,

LPA Employee in Responsible Charge

Date



MEMORANDUM

DATE: February 18, 2025

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JDS*

RE: **Permission to Advertise Bid #25-11, Lerner Theatre North Roof Replacement (QA7981)**

The engineering staff requests approval of the plans and specifications and permission to advertise Bid #25-11, Lerner Theatre North Roof Replacement (QA7981).

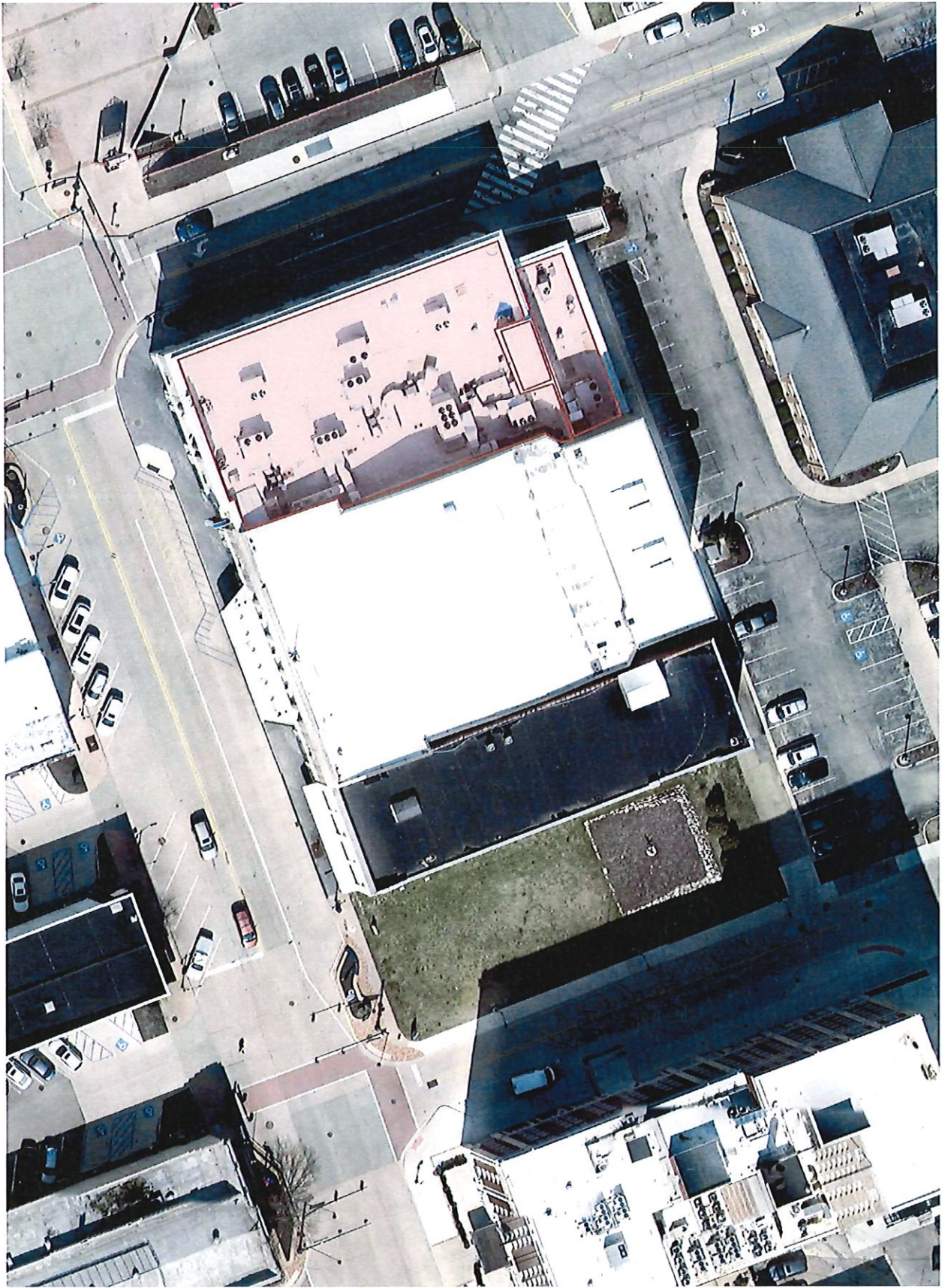
The project will consist of removal of the existing roof membrane, rigid foam insulation, and other roof fixtures and installation of new rigid foam insulation, new cover board, new roof membrane, and replacement roof fixtures. The scope of work is the north roof of the Lerner Theatre as highlighted in red on the attached sketch.

This project will be funded through an expected appropriation from the Common Council.

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

Approve the Bid Documents and Grant Permission to Advertise Bid #25-11, Lerner Theatre North Roof Replacement (QA7981).

(See next page for sketch.)






MEMORANDUM

DATE: February 18, 2025

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Change Order #1 and Final for Bid #24-14, 2024 Contract Paving Project**

Change Order #1 and Final for Bid #24-14, 2024 Contract Paving Project, is an adjustment to final quantities. The total net increase in the contract price due to the Change Order is \$5637.97, which results in a final cost that is 0.2% above the original contract price of \$2,344,857.47.

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

Approve Change Order #1 and Final for Bid #24-14, 2024 Contract Paving Project, increasing the contract value by \$5637.97, resulting in a contract price of \$2,350,495.44.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. One & Final
Dated 2/18/2025

Project: 2024 CONTRACT PAVING PROJECT

Contract No. 24-14

To: RIETH-RILEY CONSTRUCTION CO., INC.
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

ADJUSTMENT TO FINAL QUANTITIES	\$5,637.97
TOTAL	\$ 5,637.97

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

Original Contract Price	<u>\$ 2,344,857.47</u>
Contract Price Prior to this Change Order	<u>\$ 2,344,857.47</u>
Net change resulting from this Change Order	<u>\$ 5,637.97</u>
Current Contract Price including this Change Order	<u>\$ 2,350,495.44</u>
Current Contract Price % Change from Original Price	<u>0.2%</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: [Signature]
Engineer
02/13/2025
DATE

The above changes are accepted:

By: _____
Contractor

DATE



Tabled
~~Ratified~~

DATE	2/4/25
APPROVED BY CITY OF ELKHART BOARD OF PUBLIC WORKS	
Andy Jones	
Roe Pine	
Ron Dault	

M E M O R A N D U M

DATE: January 24, 2025

TO: Board of Public Works

FROM: Jason Simnick, Project Manager JS

RE: **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Ratify Partial Payment Request SRF #79 to Bowen Engineering Corporation**

Please see the attached partial pay application SRF #79 from SRF Loan WW18262004 to Bowen Engineering Corporation for construction services provided for the Elkhart WWTP Capacity Upgrades project for work performed thru October 11, 2024. This partial pay application includes a payment for construction activities on the project. It will be paid through the SRF loan for this project. The partial payment this application breaks down as follows:

Payment Due	\$267,770.00
Retainage Held*	\$0.00
Total Amount	\$267,770.00

*Note that, to date, the project’s retainage amount is \$1,593,835.26. This amount is 5.9% of the Current Contract Price and, as such, this payment application does not include any additional retainage, in accordance with Article 6.02 of the project Agreement.

To date, including this payment and all retainage, we have paid \$27,349,618.00, or 100.0% of the \$27,346,047.96 current contract price.

It is requested that the BOW:
ratify partial payment request SRF #79 from SRF loan WW18262004 in the amount of \$267,770.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades – Phase 2 project.

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Application Number:		Application Date:		030		9/20/2024	
Agreement 00 S2 16-1 Elkhart WWTP Capacity Upgrades Phase II									
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D Work Completed		E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	H Balance to Finish (B - F)
				This Period	% (F / B)				
	Performance Bond and Insurance	\$119,077.00	\$119,077.00	\$54,767.00				\$119,077.00	\$ -
	Maintenance Bond	\$54,767.00						\$54,767.00	
	Mobilization	\$820,680.00	\$820,680.00					\$820,680.00	
	Office Support	\$880,245.00	\$871,442.55	\$8,802.45				\$880,245.00	
	Field Supervision	\$966,680.50	\$957,013.70	\$9,666.80				\$966,680.50	
	Demobilization	\$94,654.00	\$80,455.90	\$14,198.10				\$94,654.00	
	Sitework	\$406,869.00	\$297,251.81	\$44,110.19		\$105,207.00		\$406,869.00	
	Paving & Sidewalks	\$128,645.00	\$96,483.75	\$32,161.25				\$128,645.00	
	Ductbank	\$43,869.00	\$43,869.00					\$43,869.00	
	200- Primary Effluent Channel								
	Structural	\$51,317.00	\$41,425.00			\$9,892.00		\$51,317.00	
	210- CMDF Diversion								
	Demo & Excavate	\$316,684.00	\$316,684.00					\$316,684.00	
	Concrete Slab & Walls	\$285,421.00	\$285,421.00					\$285,421.00	
	Concrete Sump	\$102,453.00	\$102,453.00					\$102,453.00	
	Structural	\$80,011.00	\$43,141.90			\$36,869.10		\$80,011.00	
	Temp. Bypass	\$250,241.00	\$250,241.00					\$250,241.00	
	Process Mechanical	\$497,398.00	\$422,966.88			\$74,431.12		\$497,398.00	
	Pinch Valve	\$425,000.00	\$425,000.00					\$425,000.00	
	HVAC	\$23,506.00	\$23,506.00					\$23,506.00	
	Electrical	\$127,589.00	\$127,589.00					\$127,589.00	
	240 and 241 - PC6 Diversion and Meter Vault								
	Demo	\$13,688.00	\$13,688.00					\$13,688.00	
	Concrete Repair - Unit Cost Item	\$37,765.00	\$49,982.75					\$37,765.00	
	Structural	\$6,463.00	\$3,231.09			\$3,231.91		\$6,463.00	
	Equipment	\$10,755.00	\$863.00			\$9,892.00		\$10,755.00	
	Process Mechanical	\$7,133.00	\$7,133.00					\$7,133.00	
	Electrical	\$27,851.00	\$27,851.00					\$27,851.00	
	300- Primary Control Building								
	Concrete Repair - Unit Cost Item	\$25,884.00	\$25,884.00					\$25,884.00	
	310 - Primary Tunnel								
	Demo	\$32,966.00	\$32,966.00					\$32,966.00	
	Concrete Repair - Unit Cost Item	\$28,969.00	\$20,969.00			\$8,000.00		\$28,969.00	
	Concrete curbs	\$5,546.00	\$5,546.00					\$5,546.00	
	Structural	\$4,320.00	\$2,821.77			\$1,498.23		\$4,320.00	
	Equipment	\$113,446.00	\$5,824.70			\$103,849.00		\$113,446.00	

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II

Application Number: 030

Application Period: Through 10/1/24

Application Date: 9/20/2024

Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		D This Period	E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	H % (F / B)	I Balance to Finish (B - F)
			From Previous Application (C+D)	Work Completed						
	Activated Primary Sludge Valves	\$90,463.00	\$54,391.85		\$4,525.15	\$31,548.00		\$90,463.00	100.0%	
	Grinders	\$84,352.00	\$16,352.00		\$3,000.00	\$65,000.00		\$84,352.00	100.0%	
	Pumps	\$85,130.00	\$82,130.00		\$3,000.00			\$85,130.00	100.0%	
	Process Mechanical	\$175,754.00	\$147,173.16		\$3,000.00	\$25,580.84		\$175,754.00	100.0%	
	Electrical	\$69,342.00	\$67,955.16		\$1,386.84			\$69,342.00	100.0%	
	321-326 - Primary Clarifiers No. 1-6									
	Demo	\$82,409.50	\$82,409.50					\$82,409.50	100.0%	
	Concrete Repair - Unit Cost Item	\$41,393.00	\$41,393.00					\$41,393.00	100.0%	
	Concrete Walls & Misc. Concrete	\$61,298.00	\$50,877.34		\$10,420.66			\$61,298.00	100.0%	
	Structural	\$18,793.00	\$3,098.19		\$3,194.81	\$12,500.00		\$18,793.00	100.0%	
	PC Drives	\$190,506.00	\$30,593.12		\$19,050.60	\$140,862.28		\$190,506.00	100.0%	
	Baffle Walls	\$48,502.00	\$20,402.17		\$8,099.83	\$20,000.00		\$48,502.00	100.0%	
	Process Mechanical	\$26,320.00	\$26,319.40		\$0.60			\$26,320.00	100.0%	
	Electrical	\$244,715.00	\$203,847.60		\$40,867.41			\$244,715.00	100.0%	
	327-328 - Primary Clarifiers No. 7-8									
	Demo	\$45,364.00	\$45,364.00					\$45,364.00	100.0%	
	Primary Clarifier 6 Sump (concrete)	\$65,652.00	\$65,652.00					\$65,652.00	100.0%	
	330 - Primary Effluent Pump Station									
	Demo	\$27,051.00	\$27,051.00			\$351.93		\$27,051.00	100.0%	
	Structural	\$6,524.00	\$6,172.07					\$6,524.00	100.0%	
	Temp Bypass	\$271,056.00	\$271,056.00					\$271,056.00	100.0%	
	Electrical	\$36,512.00	\$36,512.00					\$36,512.00	100.0%	
	Concrete Repair - Unit Cost Item	\$57,493.00	\$57,493.00					\$57,493.00	100.0%	
	350 - Cloth Media Disk Filter Facility									
	Excavate	\$645,183.00	\$645,183.00					\$645,183.00	100.0%	
	Bottom Slab	\$495,410.00	\$495,410.00					\$495,410.00	100.0%	
	Concrete Walls & Misc. Concrete	\$847,856.00	\$847,856.00					\$847,856.00	100.0%	
	Structural	\$347,031.00	\$347,031.00					\$347,031.00	100.0%	
	Equipment	\$2,767,302.00	\$966,001.98		\$10,000.00	\$1,791,300.02		\$2,767,302.00	100.0%	
	HVAC Mechanical	\$82,450.00	\$82,450.00			\$76,726.68		\$82,450.00	100.0%	
	Process Mechanical	\$965,661.00	\$888,934.32					\$965,661.00	100.0%	
	Zelkowski	\$481,653.00	\$481,653.00					\$481,653.00	100.0%	
	Electrical	\$433,000.00	\$433,000.00					\$433,000.00	100.0%	
	360 - CMDF Meter Vault									
	Excavate	\$67,239.00	\$67,239.00					\$67,239.00	100.0%	
	Bottom Slab	\$64,095.00	\$64,095.00					\$64,095.00	100.0%	

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Application Number:		Application Date:		030		9/20/2024	
Agreement 00 S2 16-1 Elkhart WWRTP Capacity Upgrades Phase II									
Application Period:		Through 10/11/24							
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D Work Completed		E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	H Balance to Finish (B - F)
				This Period	Materials Stored				
	Concrete Walls & Misc. Concrete	\$99,343.00	\$99,343.00					\$99,343.00	100.0%
	Process Mechanical	\$124,841.00	\$119,234.04			\$5,616.96		\$124,841.00	100.0%
	Electrical	\$61,500.00	\$56,500.00	\$5,000.00				\$61,500.00	100.0%
	370 - Central Operations Building								
	Excavate	\$251,617.00	\$251,617.00					\$251,617.00	100.0%
	Concrete Footing	\$312,007.00	\$293,483.06			\$18,523.94		\$312,007.00	100.0%
	Concrete Walls & Bottom Slab	\$389,653.00	\$389,653.00					\$389,653.00	100.0%
	Concrete Floor Slab, Door Slab, Stoop Fig.	\$368,493.00	\$368,493.00					\$368,493.00	100.0%
	Precast Panels Topping Slab	\$91,543.00	\$91,543.00					\$91,543.00	100.0%
	Metals	\$133,179.00	\$133,179.00					\$133,179.00	100.0%
	Zkolowski	\$653,488.00	\$645,813.60	\$7,674.40				\$653,488.00	100.0%
	Dr. +10	\$240,213.00	\$240,213.00			\$126,282.80		\$240,213.00	100.0%
	Process Mechanical	\$318,565.00	\$192,997.45					\$319,280.25	100.0%
	Ferric Chloride Chem Feed System	\$87,306.00	\$87,306.00					\$87,306.00	100.0%
	Electrical	\$582,694.00	\$582,694.00					\$582,694.00	100.0%
	380 - Ferric Chloride Facility								
	Excavate	\$539.00	\$539.00					\$539.00	100.0%
	Concrete Footing & Floor Slab	\$58,350.00	\$58,350.00					\$58,350.00	100.0%
	Concrete Walls, curbs, pads	\$24,294.00	\$24,294.00					\$24,294.00	100.0%
	Structural	\$512.00	\$512.00					\$512.00	100.0%
	FRP Tanks	\$112,337.00	\$112,337.00					\$112,337.00	100.0%
	Process Mechanical	\$7,949.00	\$7,949.00					\$7,949.00	100.0%
	Electrical	\$27,800.00	\$27,800.00					\$27,800.00	100.0%
	385 - CMDF Generator								
	Concrete	\$88,865.00	\$88,865.00					\$88,865.00	100.0%
	Generator	\$263,813.00	\$170,579.12			\$93,233.88		\$263,813.00	100.0%
	Electrical	\$91,000.00	\$91,000.00					\$91,000.00	100.0%
	390 - Primary Effluent Diversion Structure								
	Demo & Excavate	\$15,425.00	\$15,425.00					\$15,425.00	100.0%
	Concrete Southside	\$26,319.00	\$26,319.00					\$26,319.00	100.0%
	Concrete Northside	\$25,745.00	\$25,745.00					\$25,745.00	100.0%
	Structural	\$6,123.00	\$4,649.69			\$1,473.31		\$6,123.00	100.0%
	Process Mechanical	\$4,782.00	\$4,782.00					\$4,782.00	100.0%
	Electrical	\$24,678.00	\$24,678.00					\$24,678.00	100.0%
	395 - CMDF Effluent Structure								
	Demo	\$16,568.00	\$25,068.00					\$25,068.00	100.0%

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II

Application Number: 030

Application Period: Through 10/1/24

Application Date: 9/20/2024

Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	H % (F / B)	I Balance to Finish (B - F)
			D From Previous Application (C+D)	This Period					
	Concrete	\$28,540.00	\$28,540.00				100.0%		
	Structural	\$5,380.00	\$3,264.09	\$7,335.00	\$2,115.91		100.0%		
	Equipment	\$7,335.00					100.0%		
	Process Mechanical	\$3,897.00	\$3,897.00	\$6,635.00			100.0%		
	Electrical	\$26,540.00	\$19,905.00				100.0%		
	400 - Blower Building								
	Demo - Unit Cost Item	\$127,966.00	\$127,966.00		\$33,625.00		100.0%		
	Equipment	\$828,379.00	\$774,734.00	\$693,034.00	\$664,000.00		100.0%		
	Blowers - Unit Cost Item	\$1,357,034.00	\$693,034.00	\$1,500.00	\$111,521.36		100.0%		
	Process Mechanical	\$186,948.00	\$73,926.44	\$1,500.00			100.0%		
	Electrical	\$78,500.00	\$77,000.00	\$1,500.00			100.0%		
	410 - Aeration Tunnel								
	HVAC - Rooftop Unit	\$75,732.00	\$75,732.00				100.0%		
	HVAC - Makeup Air Unit	\$75,732.00	\$75,732.00				100.0%		
	HVAC - Exhaust Fan dome	\$37,866.00	\$37,866.00				100.0%		
	HVAC - Gas Fired Heater	\$56,799.00	\$56,799.00		\$379,448.00		100.0%		
	Valves & Actuators	\$489,342.00	\$109,894.00	\$32,999.44	\$61,786.56		100.0%		
	Process Mechanical	\$94,786.00	\$32,999.44				100.0%		
	Electrical	\$156,243.00	\$156,243.00				100.0%		
	Concrete Repair - Unit Cost Item	\$49,841.00	\$49,841.00				100.0%		
	420 - RAS Pump Station								
	Demo	\$57,932.00	\$57,932.00				100.0%		
	Concrete Repair - Unit Cost Item	\$68,655.00	\$68,655.00				100.0%		
	Structural	\$35,938.00	\$35,938.00	\$20,922.35	\$6,005.65		100.0%		
	Temp Bypass	\$232,827.00	\$232,827.00				100.0%		
	T-Valve	\$67,344.00	\$67,344.00				100.0%		
	Centrifugal Pump	\$650,232.00	\$238,048.00	\$412,184.00	\$412,184.00		100.0%		
	Process Mechanical	\$315,129.00	\$164,565.55	\$15,756.45	\$134,807.00		100.0%		
	Electrical	\$61,458.00	\$61,458.00				100.0%		
	451-455 - Aeration Tanks No. 1-5								
	Demo	\$218,381.00	\$218,381.00				100.0%		
	Foam Injection Grouing - Unit Cost Item	\$84,000.00	\$84,000.00				100.0%		
	Structural	\$65,822.00	\$65,138.31	\$683.69			100.0%		
	Process Mechanical	\$247,948.00	\$148,768.80	\$99,179.20			100.0%		
	Diffusers	\$455,168.00	\$455,168.00				100.0%		
	Bypass	\$321,061.00	\$321,061.00				100.0%		

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Agreement 00 S2 16-1 Elkhart WWTP Capacity Upgrades Phase II

Application Number: 030

Application Period: Through 10/11/24

Application Date: 9/20/2024

Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D Work Completed		E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	H % (F / B)	I Balance to Finish (B - F)
				This Period	Materials Stored					
	Air Headers	\$79,185.00	\$79,185.00					\$79,185.00	100.0%	
	Electrical	\$54,132.00	\$54,132.00					\$54,132.00	100.0%	
	460 - Ferrrous Chloride Storage									
	Removal all except foundation	\$12,845.00						\$12,845.00	100.0%	
	470 - Dichlorination Building									
	Demo									
	550 - North Gate Structure	\$5,200.00						\$5,200.00	100.0%	
	Replace	\$18,621.00	\$2,211.65					\$18,621.00	100.0%	
	Electrical	\$2,600.00						\$2,600.00	100.0%	
	560 - Final Bypass Gate Structure									
	Replace actuator	\$12,151.00	\$2,259.00					\$12,151.00	100.0%	
	Electrical	\$1,340.00	\$1,340.00					\$1,340.00	100.0%	
	600 - UV Disinfection Building									
	Demo	\$20,326.00	\$20,326.00					\$20,326.00	100.0%	
	Concrete	\$21,999.00	\$21,999.00					\$21,999.00	100.0%	
	Structural	\$4,961.00	\$2,825.00					\$4,961.00	100.0%	
	Buildout	\$37,086.00	\$37,086.00					\$37,086.00	100.0%	
	Equipment	\$20,883.00	\$1,099.00					\$20,883.00	100.0%	
	Electrical	\$28,540.00	\$28,540.00					\$28,540.00	100.0%	
	610 - UV Generator									
	Concrete	\$38,856.00	\$38,856.00					\$38,856.00	100.0%	
	Generator	\$183,816.00	\$90,582.12					\$183,816.00	100.0%	
	Electrical	\$38,950.00	\$38,950.00					\$38,950.00	100.0%	
	800 and 801 - Diester Tunnel and Tunnel Stairs									
	Demo & Excavate	\$25,783.00	\$25,783.00					\$25,783.00	100.0%	
	Concrete	\$54,242.00	\$54,242.00					\$54,242.00	100.0%	
	Zelkowsk	\$65,165.00	\$65,165.00					\$65,165.00	100.0%	
	Structural	\$6,413.00	\$6,172.77					\$6,413.00	100.0%	
	Process Mechanical	\$18,762.00	\$18,762.00			\$240.23		\$18,762.00	100.0%	
	HVAC Mechanical	\$14,161.00	\$14,161.00					\$14,161.00	100.0%	
	810 - Diester Building									
	Demo	\$24,780.00	\$24,780.00					\$24,780.00	100.0%	
	Process Mechanical	\$15,584.00	\$15,584.00					\$15,584.00	100.0%	
	Electrical	\$8,951.00	\$8,951.00					\$8,951.00	100.0%	
	650 - Transformer Facility - N/A									

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Agreement 00 S2 16-1 Eklhart WWTP Capacity Upgrades Phase II Application Number: 030
 Application Period: Through 10/11/24 Application Date: 9/20/2024

Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		D This Period	E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	H % (F / B)	I Balance to Finish (B - F)
			From Previous Application (C+D)	Materials Stored						
Change Order 001										
	Study to Confirm Fiber Connectivity	\$2,057.42	\$2,057.42					\$2,057.42	100.0%	
	HVAC Equipment Change Credit	(\$2,264.46)			(\$2,264.46)			(\$2,264.46)	100.0%	
	2" W1 and 4" W4 Water Line Replacement	\$23,154.40	\$23,154.40					\$23,154.40	100.0%	
	6" W1 Water Repoute Near Str. 801 and Isolation Valve Addition	\$16,270.56	\$16,270.56					\$16,270.56	100.0%	
	Rerouting 2" Sump Discharge in Far East End of Str. 310 Primary Tank	\$8,850.18	\$8,850.18					\$8,850.18	100.0%	
	Modification in Primary Clarifier No. 6 Diversion Structure	\$3,677.88	\$3,677.88					\$3,677.88	100.0%	
	Demolition of Canopies at North and South Locations	\$26,693.15	\$21,354.42		\$5,338.63			\$26,693.15	100.0%	
	Fiber Optic Connectivity and Repair and Re-testing	\$2,550.00	\$2,550.00					\$2,550.00	100.0%	
Change Order 002										
	Primary Effluent Reducer Replacement - 410 Aeration Tunnel	\$33,197.29	\$33,197.29					\$33,197.29	100.0%	
	Spare Conduits and Cabling to the 370 Central Operations	(\$7,836.29)			(\$7,836.29)			(\$7,836.29)	100.0%	
	Change in Color B Block on Structure 370	\$12,379.03	\$12,379.03					\$12,379.03	100.0%	
	RAS Piping Configuration Discrepancies	\$24,669.58	\$24,669.58					\$24,669.58	100.0%	
	10. Aeration Tank Drain Routing Modifications	\$14,638.38	\$14,638.38					\$14,638.38	100.0%	
	Cost Adjustment for Small Diameter W1 Water Line	(\$332.24)	(\$332.24)					(\$332.24)	100.0%	
	Structure 355 Drain Pump Station Valve Vault Modifications	\$5,011.02	\$5,011.02					\$5,011.02	100.0%	
	Deleted Seal Water System for RAS Pumps	(\$17,172.28)			(\$17,172.28)			(\$17,172.28)	100.0%	
Change Order 004										
	Temporary Weir	\$14,066.43	\$14,066.43					\$14,066.43	100.0%	
	Skimmer Control Removal	(\$34,408.93)			(\$34,408.93)			(\$34,408.93)	100.0%	
	HACE Controller Elimination	(\$8,505.00)			(\$8,505.00)			(\$8,505.00)	100.0%	
	370 Vapor Barrier and Insulation	\$12,159.20	\$12,159.20					\$12,159.20	100.0%	
	2" Waterline Re-Route at UV Building	\$14,522.11	\$14,522.11					\$14,522.11	100.0%	
	410 Fire Alarm Panel Replacement	\$12,701.15	\$12,701.15					\$12,701.15	100.0%	
	370 Floor Finish	\$12,993.51	\$12,993.51					\$12,993.51	100.0%	
	Blower Power Cable Splices	\$23,788.49	\$23,788.49					\$23,788.49	100.0%	
	Added Sample Tap	\$1,911.02	\$1,911.02					\$1,911.02	100.0%	
	8" CFS Fitting Addition	\$3,466.31	\$3,466.31					\$3,466.31	100.0%	
	Added OIT - 370 and 410	\$6,112.97	\$6,112.97					\$6,112.97	100.0%	
	Time Clock Credit	(\$752.69)			(\$752.69)			(\$752.69)	100.0%	
	EMT Conduit at 370	(\$5,885.46)			(\$5,885.46)			(\$5,885.46)	100.0%	
	LIU Fiber Optic Trays - 410/890	\$917.48	\$917.48					\$917.48	100.0%	
	120V Power - 310 Actuator Position Indicators	(\$1,088.64)			(\$1,088.64)			(\$1,088.64)	100.0%	

Stored Material Summary

Contractor's Application

For (Contract): Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II

Application Number: 030

Application Period: Through 10/11/24

Application Date: 10/11/2024

Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$ (D + E - F))
					Date Placed Into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
			West of SR. 19	210 Aluminum Grating (See Structural Line in LS)	6/2022	\$7,700.00		\$7,700.00			\$7,700.00
			South of FCS	210 Reinforcing Steel (See Structural Line in LS)	5/2022	\$27,033.10		\$27,033.10			\$27,033.10
			310 PT	310 Sludge Grinders (See Grinders Line in LS)	3/2022	\$65,000.00		\$65,000.00			\$65,000.00
			South Fence West of HW	Fabricated DI Pipe (See Process Mechanical in LS)	6/2022	\$25,580.84		\$25,580.84			\$25,580.84
			West of SR. 19	320 Aluminum Grating (See Structural Line in LS)	6/2022	\$12,500.00		\$12,500.00			\$12,500.00
			Str. 470	350 Sampling Equipment (See Equipment Line in LS)	2/2022	\$16,516.00		\$16,516.00			\$16,516.00
			South of FCS	370 Reinforcing Steel (See Concrete Footing in LS)	6/2022	\$18,523.94		\$18,523.94			\$18,523.94
			Str. 470	400 Harmonic Filters (See Equipment in LS)	2/2022	\$53,625.00		\$53,625.00			\$53,625.00
			Adjacent to RCD	Slitwork 34" HP Lock Ductile Iron Pipe - C/UEL	5/2022	\$105,207.00		\$105,207.00			\$105,207.00
			SE Corner	210 SS Stop Loss (Structural Line in LS)	7/2022	\$2,136.00		\$2,136.00			\$2,136.00
			SE Corner	240 SS Stop Loss (Structural Line in LS)	7/2022	\$2,136.00		\$2,136.00			\$2,136.00
			SE Corner	600 SS Stop Loss (Structural Line in LS)	7/2022	\$2,136.00		\$2,136.00			\$2,136.00
			SE Corner	240 SS Slide Gate (Equipment Line in LS)	7/2022	\$9,892.00		\$9,892.00			\$9,892.00
			SE Corner	240 SS Slide Gate (Equipment Line in LS)	7/2022	\$9,892.00		\$9,892.00			\$9,892.00
			SE Corner	200 SS Slide Gate (Structural Line in LS)	7/2022	\$19,784.00		\$19,784.00			\$19,784.00
			SE Corner	350 SS Slide Gate (Equipment Line in LS)	7/2022	\$9,892.00		\$9,892.00			\$9,892.00
			SE Corner	350 SS Slide Gate (Equipment Line in LS)	7/2022	\$9,892.00		\$9,892.00			\$9,892.00
			SE Corner	560 SS Slide Gate (Replace Line in LS)	7/2022	\$9,892.00		\$9,892.00			\$9,892.00
			SE Corner	600 SS Slide Gate (Equipment Line in LS)	7/2022	\$19,784.00		\$19,784.00			\$19,784.00
			West of SR. 19	310 Aluminum Grating (Structural Line in LS)	6/2022	\$418.23		\$418.23			\$418.23
			West of SR. 19	240 Aluminum Grating (Structural Line in LS)	6/2022	\$1,095.91		\$1,095.91			\$1,095.91
			West of SR. 19	420 Aluminum Grating (Structural Line in LS)	6/2022	\$6,005.65		\$6,005.65			\$6,005.65
			West of SR. 19	330 Aluminum Grating (Structural Line in LS)	6/2022	\$351.93		\$351.93			\$351.93
			West of SR. 19	390 Aluminum Grating (Structural Line in LS)	6/2022	\$1,473.31		\$1,473.31			\$1,473.31
			West of SR. 19	395 Aluminum Grating (Structural Line in LS)	6/2022	\$2,115.91		\$2,115.91			\$2,115.91
			West of SR. 19	801 Aluminum Grating (Structural Line in LS)	6/2022	\$240.23		\$240.23			\$240.23
			Various Locations	CWDF Equipment	10/2022	\$1,755,000.02		\$1,755,000.02			\$1,755,000.02
			North of HW	48" Pinch Valve	11/2022	\$425,000.00		\$425,000.00			\$425,000.00
			Str. 470	Chemical Feed Equipment	12/2022	\$98,198.00		\$98,198.00			\$98,198.00
			Str. 300	Primary Clarifier Drives	12/2022	\$88,115.41		\$88,115.41			\$88,115.41
			UV Bldg.	Primary Clarifier Control Panels	1/2023	\$52,746.87		\$52,746.87			\$52,746.87
			South of HW	48" Flanged Ductile Iron Process Piping (See Process Mechanical in LS)	2/2023	\$74,431.12		\$74,431.12			\$74,431.12
			North of HW	Fabricated DI Pipe (See Process Mechanical in LS)	2/2023	\$39,876.68		\$39,876.68			\$39,876.68
			North of HW	610 and 385 Cummins Generators	2/2023						
			20' White Connext	Precision Controls: Various Instrumentation. See Stored Material Backup for Pay App 15 for details.	3/2023	\$561,696.00		\$561,696.00			\$561,696.00
			South of 300	18" Ball Valves	3/2023	\$379,448.00		\$379,448.00			\$379,448.00
			400 BLDG	High Speed Turbo Blowers	5/2023	\$664,000.00		\$664,000.00			\$664,000.00
			East Plant	PC Sludge Valves	4/2023	\$31,548.00		\$31,548.00			\$31,548.00
			SE Plant	FRP Baffle Wall		\$20,000.00		\$20,000.00			\$20,000.00

Stored Material Summary

Contractor's Application

For (Contract): Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II

Application Number: 030

Application Period: Through 10/11/24

Application Date: 10/11/2024

A Bid Item No.	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$ (D + E - F))
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
Totals								\$3,982,299.14			\$3,982,299.14



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You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

American Council of Engineering Companies
1015 15th Street N.W., Washington, D.C. 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org



M E M O R A N D U M

DATE: January 30, 2025
TO: Board of Public Works
FROM: Jason Simnick, Project Manager ΣΣ
RE: **Oakland Avenue Forcemain – Phase A – SA7878: Approval of Partial Payment Request #19 to C&E Excavating**

Please see the attached partial pay application #19 from C&E Excavating for construction services provided for the Oakland Avenue Forcemain – Phase A project for work performed during the period thru November 30, 2024. This partial pay application, in the amount of \$492,509.00, includes payment for traffic signal work, pavement, and pavement markings 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	\$ 41,295.00	\$ 0.00
Retainage Held	\$ 2,173.00	\$ 0.00
Total Amount	\$ 43,469.00	\$ 0.00

To date, including this payment and all retainage, we have paid \$7,417,582.00, or 64.28% of the \$11,539,851.38 current contract price for Division I (WW22162005) and \$284,843.00, or 34.81% of the current \$818,195.00 current contract for Division II (DW22232001).

This will be SRF Disbursement Request #52 from WW22162005 and no request made from DW22232001.

It is requested that the BOW:

ratify partial payment request #20 in the amount of \$43,469.00 to C&E Excavating from SRF loan WW22162005 for construction on the Oakland Avenue Forcemain – Phase A project.

Application For Payment No. 20

PROJECT: OAKLAND AVENUE - PROJECT A: CSO FORCEMAIN
 CONTRACT #: 22-25
 PERIOD ENDING: 12/31/2024

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

CHANGE ORDERS THIS PAYAPP \$ 11,866,259.00
 TOTAL CHANGE ORDERS \$ 491,787.38
 CURRENT CONTRACT PRICE \$ 12,358,046.38

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITIES			QUANTITIES THIS PERIOD		ACTUAL QUANTITIES TO DATE				
		ESTIMATED QUANTITY	UNIT COST	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	\$ 361,456.85	0	LS	\$ -	0.75	LS	\$ 271,092.63
2	CONSTRUCTION STAKING (DIVISION I)	1	LS	\$ 100,000.00	\$ 100,000.00	0	LS	\$ -	0.5	LS	\$ 50,000.00
3	INSPECTION HOLE, DEEPER THAN 3-FEET	10	EACH	\$ 365.00	\$ 3,650.00	0	EACH	\$ -	28	EACH	\$ 10,220.00
4	MAINTENANCE OF TRAFFIC	1	LS	\$ 182,000.00	\$ 182,000.00	0.02	LS	\$ 3,640.00	0.43	LS	\$ 85,540.00
5	POLLUTION PREVENTION AND EROSION CONTROL	1	LS	\$ 55,000.00	\$ 55,000.00	0	LS	\$ -	0.27	LS	\$ 23,650.00
6	CLEARING AND GRUBBING OF RIGHT-OF-WAY	1	LS	\$ 615,000.00	\$ 615,000.00	0	LS	\$ -	0.31	LS	\$ 252,150.00
7	TREE, REMOVE	61	EACH	\$ 1,150.00	\$ 70,150.00	0	EACH	\$ -	66	EACH	\$ 75,900.00
8	PAVEMENT REMOVAL	20461	SYD	\$ 9.00	\$ 184,149.00	0	SYD	\$ -	8169	SYD	\$ 86,463.00
9	ROTMILLING, 1 1/2-INCH	3211	SYD	\$ 7.00	\$ 22,477.00	0	SYD	\$ -	834	SYD	\$ 5,838.00
10	SIDEWALK, REMOVE	7910	LFT	\$ 6.50	\$ 51,415.00	0	LFT	\$ -	3178	LFT	\$ 30,179.50
11	WATER MAIN, DUCTILE IRON, 6-INCH	30	LFT	\$ 135.00	\$ 4,050.00	0	LFT	\$ -	13.09	LFT	\$ 2,160.00
12	WATER MAIN, DUCTILE IRON, 8-INCH	600	LFT	\$ 95.00	\$ 57,000.00	0	LFT	\$ -	414.66	LFT	\$ 43,669.60
13	WATER MAIN, DUCTILE IRON, 10-INCH	20	LFT	\$ 300.00	\$ 6,000.00	0	LFT	\$ -	17	LFT	\$ 5,100.00
14	WATER MAIN, DUCTILE IRON, 12-INCH	4630	LFT	\$ 105.00	\$ 486,150.00	0	LFT	\$ -	3513.5	LFT	\$ 396,952.50
15	WATER MAIN, INSULATION	160	LFT	\$ 60.00	\$ 9,600.00	0	LFT	\$ -	53	LFT	\$ 3,180.00
16	WATER MAIN FITTINGS, 6-INCH	12	EACH	\$ 1,600.00	\$ 19,200.00	0	EACH	\$ -	5.85	EACH	\$ 9,360.00
17	WATER MAIN FITTINGS, 8-INCH	74	EACH	\$ 1,200.00	\$ 88,800.00	0	EACH	\$ -	42.19	EACH	\$ 63,300.00
18	WATER MAIN FITTINGS, 10-INCH	1	EACH	\$ 1,200.00	\$ 1,200.00	0	EACH	\$ -	1	EACH	\$ 1,200.00
19	WATER MAIN FITTINGS, 12-INCH	86	EACH	\$ 1,600.00	\$ 137,600.00	0	EACH	\$ -	63.63	EACH	\$ 106,448.00
20	GATE VALVE AND BOX, WATER MAIN, DUCTILE IRON	13	EACH	\$ 2,400.00	\$ 31,200.00	0	EACH	\$ -	11.2	EACH	\$ 28,344.00
21	GATE VALVE AND BOX, WATER MAIN, DUCTILE IRON	20	EACH	\$ 3,900.00	\$ 78,000.00	0	EACH	\$ -	17	EACH	\$ 69,888.00
22	FIRE HYDRANT ASSEMBLY	13	EACH	\$ 8,100.00	\$ 105,300.00	0	EACH	\$ -	10.37	EACH	\$ 91,611.00
23	1-INCH SERVICE RESIDENTIAL (UTILITY)	104	EACH	\$ 1,800.00	\$ 187,200.00	0	EACH	\$ -	44.04	EACH	\$ 104,094.00
24	1-1/2 - INCH SERVICE COMMERCIAL (UTILITY)	3	EACH	\$ 2,200.00	\$ 6,600.00	0	EACH	\$ -	3	EACH	\$ 6,600.00
25	WATER MAIN LINE STOP, 6-INCH	13	EACH	\$ 5,450.00	\$ 70,850.00	0	EACH	\$ -	5	EACH	\$ 27,250.00
26	WATER MAIN LINE STOP, 8-INCH	19	EACH	\$ 5,675.00	\$ 107,825.00	0	EACH	\$ -	4	EACH	\$ 28,375.00
27	WATER MAIN LINE STOP, 10-INCH	2	EACH	\$ 8,225.00	\$ 16,450.00	0	EACH	\$ -	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	14	LFT	\$ 1,330.00	460.05	LFT	\$ 60,285.10
32	PIPE, STORM SEWER, PVC, 12-INCH	912	LFT	\$ 125.00	\$ 114,000.00	0	LFT	\$ -	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	\$ 88,330.00	0	LFT	\$ -	410.84	LFT	\$ 62,139.54
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	\$ -	92	LFT	\$ 21,160.00
45	PIPE, STORM SEWER, RCP, 18-INCH	849	LFT	\$ 89.00	\$ 75,561.00	0	LFT	\$ -	475.34	LFT	\$ 57,387.20
46	PIPE, STORM SEWER, RCP, 24-INCH	1584	LFT	\$ 121.00	\$ 191,664.00	0	LFT	\$ -	868.15	LFT	\$ 134,689.94
47	PIPE, STORM SEWER, RCP, 36-INCH	861	LFT	\$ 200.00	\$ 172,200.00	0	LFT	\$ -	645.38	LFT	\$ 129,076.00
48	PIPE SADDLE	32	EACH	\$ 2,780.00	\$ 89,660.00	0	EACH	\$ -	9	EACH	\$ 33,360.00
49	FORCEMAIN, SANITARY SEWER, 30-INCH	5230	LFT	\$ 368.00	\$ 1,924,640.00	0	LFT	\$ -	4577.6	LFT	\$ 1,733,202.72
50	FITTINGS, FORCEMAIN, SANITARY SEWER, 30-INCH	15	EACH	\$ 18,190.00	\$ 272,850.00	0	EACH	\$ -	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	\$ 111,370.00
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	EACH	\$ -	19.4	EACH	\$ 8,820.00
54	SEWER SANITARY LATERAL, RECONNECT	1700	LFT	\$ 41.00	\$ 69,700.00	0	LFT	\$ -	852.46	LFT	\$ 64,461.02
55	SEWER SANITARY CLEANOUT	33	EACH	\$ 725.00	\$ 23,925.00	0	EACH	\$ -	28.64	EACH	\$ 25,947.75
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	EACH	\$ 3,600.00	4.14	EACH	\$ 14,904.00
59	STANDARD MANHOLE	14	EACH	\$ 3,900.00	\$ 54,600.00	0	EACH	\$ -	8.37	EACH	\$ 42,900.00
60	STANDARD MANHOLE, 5-FOOT DIAMETER	12	EACH	\$ 5,620.00	\$ 67,440.00	0	EACH	\$ -	2.85	EACH	\$ 31,472.00
61	STANDARD MANHOLE, 6-FOOT DIAMETER	9	EACH	\$ 8,250.00	\$ 74,250.00	0	EACH	\$ -	5	EACH	\$ 41,250.00
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	0	EACH	\$ -	2	EACH	\$ 35,040.00
66	SANITARY MANHOLE, WALL REPAIR	18	EACH	\$ 950.00	\$ 17,100.00	0	EACH	\$ -	12	EACH	\$ 12,350.00
67	STANDARD CATCH BASIN	18	EACH	\$ 2,860.00	\$ 51,480.00	0	EACH	\$ -	9.19	EACH	\$ 34,606.00
68	SHALLOW INLET, WITH PIPE SADDLE	8	EACH	\$ 6,650.00	\$ 53,200.00	0	EACH	\$ -	1.47	EACH	\$ 9,775.50
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	EACH	\$ -	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	95	SYD	\$ 1,235.00	1061	SYD	\$ 36,660.00
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	\$ -	7641	SYD	\$ 89,768.50
75	HMA BINDER, TYPE B, 3-INCH	16527	SYD	\$ 14.45	\$ 238,815.15	0	SYD	\$ -	3101	SYD	\$ 107,666.95
76	HMA BASE, TYPE B, 7-INCH	16527	SYD	\$ 37.00	\$ 611,499.00	0	SYD	\$ -	3275	SYD	\$ 333,074.00
77	HMA PATCHING	539	SYD	\$ 118.00	\$ 63,602.00	0	SYD	\$ -	97	SYD	\$ 14,986.00
78	TEMPORARY ASPHALT	400	SYD	\$ 118.00	\$ 47,200.00	0	SYD	\$ -	0	SYD	\$ 16,756.00
79	PCCP FOR APPROACH, 6-INCH	1730	SYD	\$ 114.00	\$ 197,220.00	0	SYD	\$ -	238	SYD	\$ 91,200.00
80	PCCP FOR APPROACH, 9-INCH	398	SYD	\$ 133.00	\$ 52,934.00	0	SYD	\$ -	56	SYD	\$ 35,511.00
81	CONCRETE SIDEWALK, 4-INCH	20475	SFT	\$ 8.60	\$ 176,085.00	94	SFT	\$ 808.40	4066	SFT	\$ 72,248.60
82	CONCRETE SIDEWALK, 6-INCH	36302	SFT	\$ 7.50	\$ 272,265.00	500	SFT	\$ 3,750.00	6990	SFT	\$ 84,307.50
83	CONCRETE SIDEWALK, 9-INCH	2471	SFT	\$ 15.00	\$ 37,065.00	300	SFT	\$ 4,500.00	500	SFT	\$ 14,250.00
84	CURB RAMP, CONCRETE	7668	SFT	\$ 20.00	\$ 153,360.00	0	SFT	\$ -	504	SFT	\$ 38,180.00
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	0	LFT	\$ -	2514	LFT	\$ 121,481.25
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	\$ 1,323.00
89	LINE, THERMOPLASTIC, SOLID, YELLOW, 4-INCH	8828	LFT	\$ 1.00	\$ 8,828.00	0	LFT	\$ -	0	LFT	\$ 2,788.00
90	LINE, THERMOPLASTIC, SOLID, WHITE, 4-INCH	286	LFT	\$ 1.00	\$ 286.00	0	LFT	\$ -	0	LFT	\$

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	\$ 7,200.00
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	\$ 9,600.00
102	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	8	EACH	\$ 900.00	\$ 7,200.00	0	EACH	\$ -	6.62	EACH	\$ 7,200.00
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	\$ 9,600.00
105	TRAFFIC SIGNAL HEAD, 4 SECTION, 12-INCH	2	EACH	\$ 1,500.00	\$ 3,000.00	0	EACH	\$ -	1.61	EACH	\$ 3,000.00
106	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	3856	LFT	\$ 0.75	\$ 2,892.00	0	LFT	\$ -	0	LFT	\$ 2,892.00
107	SIGNAL CABLE, CONTROL, COPPER, 3C/14GA	594	LFT	\$ 2.50	\$ 1,485.00	0	LFT	\$ -	0	LFT	\$ 2,315.00
108	SIGNAL CABLE, CONTROL, COPPER, 5C/14GA	1516	LFT	\$ 3.00	\$ 4,548.00	0	LFT	\$ -	0	LFT	\$ 3,168.00
109	SIGNAL CABLE, CONTROL, COPPER, 7C/14GA	126	LFT	\$ 3.50	\$ 441.00	0	LFT	\$ -	0	LFT	\$ 315.00
110	SIGNAL CABLE, CONTROL, COPPER, 9C/14GA	702	LFT	\$ 4.00	\$ 2,808.00	0	LFT	\$ -	0	LFT	\$ 2,632.00
111	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	38	LFT	\$ 8.00	\$ 304.00	0	LFT	\$ -	0	LFT	\$ 512.00
112	SIGNAL CABLE, DETECTOR LEAD-IN COPPER, 2C/16	1192	LFT	\$ 2.50	\$ 2,980.00	0	LFT	\$ -	0	LFT	\$ 3,835.00
113	SIGNAL DETECTOR HOUSING	8	EACH	\$ 1,600.00	\$ 12,800.00	0	EACH	\$ -	0	EACH	\$ 12,800.00
114	SAW CUT FOR ROADWAY LOOP AND SEALANT	1130	LFT	\$ 14.00	\$ 15,820.00	0	LFT	\$ -	0	LFT	\$ 16,058.00
115	SIGNAL POLE, PEDESTAL, 10-FOOT	4	EACH	\$ 1,500.00	\$ 6,000.00	0	EACH	\$ -	4	EACH	\$ 9,000.00
116	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 30-F	1	EACH	\$ 23,000.00	\$ 23,000.00	0	EACH	\$ -	0.85	EACH	\$ 20,060.60
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	\$ 2,600.00
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	1295	SYD	\$ 24,605.00	3011	SYD	\$ 69,939.00
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	AL	\$ -	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	LS	\$ -	0.27	LS	\$ 16,000.00
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	LS	\$ -	0.27	LS	\$ 12,084.00
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	0	EACH	\$ -	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	0	EACH	\$ -	14	EACH	\$ 45,760.00
149	FLUSHING AND SAMPLING - INITIAL FLUSHING (CUS	97	EACH	\$ 70.00	\$ 6,790.00	0	EACH	\$ -	8	EACH	\$ 1,820.00
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	0	EACH	\$ -	14	EACH	\$ 2,600.00
152	ELECTRICAL RE-GROUNDING (CUSTOMER)	97	EACH	\$ 100.00	\$ 9,700.00	0	EACH	\$ -	26	EACH	\$ 2,600.00
153	LEAD SERVICE LINE SITE RESTORATION (CUSTOME	1	AL	\$ 100,000.00	\$ 100,000.00	0	AL	\$ -	0.225	AL	\$ 41,590.00
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	1	LS	\$ 17,797.38	\$ 17,797.38	0	LS	\$ -	0	LS	\$ -
CO #2	Mobilization for MH-00009243 & MH-00001725	1	LS	\$ 144,000.00	\$ 144,000.00	0	LS	\$ -	1	LS	\$ 144,000.00
CO #2	Replace MH-00009243	1	LS	\$ 153,000.00	\$ 153,000.00	0	LS	\$ -	1	LS	\$ 153,000.00
CO #2	Replace MH-00001725	1	LS	\$ 111,000.00	\$ 111,000.00	0	LS	\$ -	0	LS	\$ 111,000.00
CO #2	ConShield Manhole Additive	1	EACH	\$ 2,925.00	\$ 2,925.00	0	EACH	\$ -	2	EACH	\$ 5,850.00
CO #3	Signal Cantilever Structure, Single Arm 45ft.	1	EACH	\$ 45,325.00	\$ 45,325.00	0	EACH	\$ -	1	EACH	\$ 45,325.00
CO #3	Signal Cantilever Structure, Drilled Shaft Foundation	1	EACH	\$ 11,280.00	\$ 11,280.00	0	EACH	\$ -	1	EACH	\$ 11,280.00
CO #3	Service, Signal	1	EACH	\$ 6,460.00	\$ 6,460.00	0	EACH	\$ -	1	EACH	\$ 6,460.00
											\$ -
	Total				\$ 12,358,046.38			\$ 43,468.40			\$ 7,702,423.50
	GROSS AMOUNT DUE										\$ 7,702,423.50
	TOTAL RETAINAGE TO DATE										\$ 385,121.17
	GROSS MINUS RETAINAGE										\$ 7,317,302.32
	LESS PREVIOUS PAYMENTS										\$ 7,276,007.34
	AMOUNT DUE THIS APPLICATION										\$ 41,294.98

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 Jan. 24, 2025

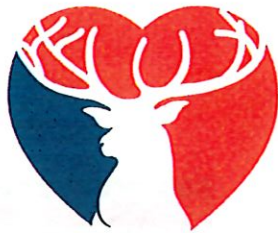

BY CONTRACTOR

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 1/28, 2025


BY ENGINEER



City of Elkhart
Public Works and Utilities

Memo To Board of Works
Memo From Laura Kolo, Utility Services Manager *UK*
Date Feb 05, 2025
Subject Water Utility Monthly Report of Operations
for the month of January, 2025

Water Produced

	Monthly Total MG	Daily Avg MGD	Daily Min MGD	Daily Max MGD
North Main	135.746	4.379	2.957	5.568
Northwest	69.884	2.254	1.631	3.037
South	36.718	1.184	0.723	1.733
System	242.35	7.82		

Finished Water Quality Information (Monthly Averages)

	Iron mg/l	Manganese mg/l	Fluoride mg/l	Chlorine mg/l	Orthophosphate mg/l
North Main	0.05	0.028	0.88	1.36	1.50
Northwest	0.06	0.030	0.90	1.28	0.97
South	0.10	0.038	0.95	1.50	1.07
Secondary Std / Target	0.30	0.050	0.8 - 1.0	0.9 - 1.5	0.5 - 1.0



City of Elkhart
Public Works and Utilities

M E M O R A N D U M

Date January 30, 2025
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager
RE Change Order *LK*

Elkhart Public Works is respectfully requesting the Board of Works to approve the attached Change Order #1 to Viking Industrial Painting for rehab of Benham Water Tower.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

CHANGE ORDER NO. 1 RECOMMENDATION

DATE: January 28, 2025
TO: Laura Kolo
FROM: Jamie Poczekay
SUBJECT: Benham Water Tower Rehabilitation Project
WA-7897 / Bid #23-04

DLZ Indiana, LLC (DLZ) is recommending a reduction in the project cost via Change Order No. 1 as follows:

Contingency Allowance

The contingency allowance was not used, therefore the contract amount will be reduced in the amount of **\$25,000.00**

Negotiated Cost Reduction:

A reduction in the overall contract amount will be made due to the extension of the contract time and associated project costs incurred by the Owner: **\$63,116.36**

Summary

In summary, Change Order #1 is recommended for reduction of payment as follows:

Item Description	Amount Approved
Contingency Allowance	\$25,000.00
Negotiated Cost Reduction	\$63,116.36
Total:	\$88,116.36

Sincerely,

Jamie Poczekay, P.E.
Project Manager

CC: COEI: Tory Irwin, Maggie Marnocha
DLZ: AL



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Elhart Benham Water Tower
Rehabilitation

CONTRACT INFORMATION:
Contract For: General Construction

Date: April 4, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 1

Date: 1/28/2025

OWNER: *(Name and address)*
City of Elkhart / Board of Public Works
229 South Second Street
Elkhart, IN 46516

ARCHITECT: *(Name and address)*
DLZ Indiana, LLC
2211 E. Jefferson Blvd
South Bend, IN 46615

CONTRACTOR: *(Name and address)*
Viking Industrial Painting
10905 Harrison Street
La Vista, NE 68128

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	530,100.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	530,100.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	88,116.36
The new Contract Sum including this Change Order will be	\$	441,983.64

The Contract Time will be increased by Three Hundred Twenty Eight (328) days.
The new date of Substantial Completion will be September 27, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DLZ Indiana, LLC

Viking Industrial Painting

City of Elkhart, by its Board of Public Works

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Jamie Poczekay, PE

Kirt Ervin, COO

Project Manager
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

1/28/2025

1/29/2025

DATE

DATE

DATE

B.O.W. SUMMARY

February 18, 2025

Driveway Permit:

#5158, Owner: Norco Industries
Property: 2924 CR 6.
Contractor: DJ Construction
\$3500 cash bond

Release of Bond:

#5158, DJ Construction
Property: 2924 CR 6.
\$3500 Cash bond

Revocable:

#6596, Placed by: Judy Cunningham
Property: 1500 County Road 6
Permit holder: Judy Cunningham
Description: Signs advertising Bazaar

#6597, Placed by: Bruce Carter
Property: 200 E. Beardsley
Permit Holder: First Presbyterian Church
Description: Yard Signs

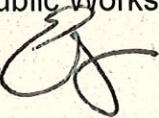
#6598, Placed by: Bruce Carter
Property: 200 E. Beardsley
Permit Holder: First Presbyterian Church
Description: Yard Signs

#6599, Placed by: Bruce Carter
Property: 200 E. Beardsley
Permit Holder: First Presbyterian Church
Description: Yard Signs



Elkhart Historic & Cultural
Preservation Commission

M e m o r a n d u m

To: Board of Public Works
From: Eric Trotter 
Date: February 12, 2025
RE: **Commission Assistance Program Contract with Indiana Landmarks**

Please find attached the contract for professional services to allow Indiana Landmarks to assist the City of Elkhart and the Elkhart Historic and Cultural Preservation Commission in promoting historic preservation within the City. The agreement itself is similar to those that have been approved the last several years. The amount of the contract is \$7,250 plus \$35 for each member of the commission for membership in Indiana Landmarks.

Mrs. Parcell's duties involve preparing staff reports for Certificates of Appropriateness within the historic district, coordinating with contractors on new product presentations, preparing Section 106 reviews on an as needed basis, and met with numerous residents to assist them in preservation efforts with their homes.

COMMISSION ASSISTANCE PROGRAM

AGREEMENT FOR PROFESSIONAL SERVICES



This agreement entered into this 1st day of January, 2025, by and between the City of Elkhart, State of Indiana, hereinafter referred to as the "Local Public Agency," and Indiana Landmarks, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Local Public Agency desires to promote certain historic preservation activities within the City of Elkhart, Indiana; and

WHEREAS, the Local Public Agency desires the services of a qualified preservation professional, to serve as a part-time staff person to its Historic Preservation Commission (hereinafter referred to as "The Commission") and staff; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** The Contractor shall coordinate the work of a qualified preservation professional, or "community preservation specialist," who shall perform the following:
 - a) Facilitate a planning session with the Elkhart Historic and Cultural Preservation Commission members and staff to create a work plan for the year.
 - b) Attend meetings of the Commission and other related meetings.
 - c) Conduct two training workshops for the Commission members, staff, property owners and/or contractors.
 - d) Assist the Commission in establishing historic districts.
 - e) Assist the COA process and train Local Public Agency staff in completing COA's locally.
 - f) Assist in the promotion of historic preservation generally within the City.
 - g) Provide technical assistance such as National Register review and tax act projects.
 - h) Counsel building owners on restorations.
 - i) Assist with Section 106 Environmental Review within the City of Elkhart.
2. **RESPONSIBILITIES OF THE LOCAL PUBLIC AGENCY.** The Local Public Agency and The Commission will adopt an annual work program of projects which will assist in preservation planning activities for the period of one year. The work program will identify projects, including assisting with the establishment of single-site landmarks and multiple-property historic districts.
3. **TIME OF PERFORMANCE:** The services of the Contractor shall commence January 1, 2025 and shall be completed December 31, 2025.
4. **COMPENSATION:** The Contractor shall be compensated for services in the amount of Seven Thousand Two Hundred Fifty dollars (\$7,250) plus membership in Indiana Landmarks for any of The Commissions members and one designated staff person. The discounted membership rate for each commission member shall be \$35 per year.
5. **METHOD OF PAYMENT:** Payment of Three Thousand Six Hundred Twenty-Five dollars (\$3,625) plus the membership fees is due April 1, 2025, subject to receipt of an invoice or a voucher from the Contractor that services provided under this agreement are being performed. The balance of the contract in the amount of Three Thousand Six Hundred Twenty-Five dollars (\$3,625) is due August 31, 2025, subject to receipt of an invoice or a voucher from the Contractor that services provided under this agreement are being performed.
6. **NON-FEDERAL LABOR STANDARDS PROVISIONS.** The following Labor Standards Provisions are applicable to this Agreement under State or Local law: provided, that the inclusion of such provisions in this Agreement shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor Standards Provisions upon hours per day, per week, or per month which the employees engaged in the work covered by this Agreement may be required or permitted to work thereon may not be exceeded.

AGREEMENT FOR PROFESSIONAL SERVICES

Elkhart Historic and Cultural Preservation Commission

page 2

Where the minimum rates of pay required under State or Local law are higher than the minimum rates of pay required by or set forth in the Federal Labor Standards Provisions of this Agreement for corresponding classifications, such State or Local minimum rates shall be applicable minimum rates of pay for such classifications.

7. PROVISION FOR EXTENSION: This agreement is subject to renewal upon agreement by both parties.
8. E-VERIFY REQUIREMENT: All terms defined in I.C. 22-5-1.7 et seq. are adopted and incorporated into this section.

Pursuant to I.C. 22-5-1.7 et seq., Contractor 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. Contractor is further 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. In support of the affidavit, Contractor shall provide the City with documentation that it is enrolled and participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the City's authorized representative.

Should contractor subcontract for the performance of any work under this Agreement, the Contractor 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. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the City within 7 days of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

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

9. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION: The Contractor understands and agrees that certain data, materials, or information disclosed to the Contractor incidental to this Agreement may contain confidential or protected information. The Contractor agrees that it will not disclose or discuss such information with third parties without the prior written consent of the Local Public Agency.

The Contractor understands and agrees to comply with the legal requirements of Indiana Code § 5-14-3-1 *et. seq.* (commonly known as Indiana's Access to Public Records Act), to the extent applicable, with respect to all documentation.

10. CONFLICT OF INTEREST: The Contractor acknowledges that he or she (or it and its directors, officer, employees and agents), may potentially be deemed to be a "public servant" as defined by Indiana Code § 35-41-1-24. Contractor hereby represents and certifies that it may enter into this Agreement under Indiana Code § 35-44-1.
11. DRUG-FREE WORKPLACE: The Contractor hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Local Public Agency within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.
12. RELATIONSHIP/INDEPENDENT CONTRACTOR: Both parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employee(s) or agent(s) of one party shall not be deemed or construed to be the employee(s) or agent(s) of the other party for any purpose whatsoever. Neither party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or

AGREEMENT FOR PROFESSIONAL SERVICES

Elkhart Historic and Cultural Preservation Commission

page 3

subcontractors of the other party. The Contractor shall be solely responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

Contractor is solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The Local Public Agency, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to Contractor in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The Local Public Agency shall provide IRS Form 1099 if applicable.

13. **EQUAL OPPORTUNITY:** Contractor shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Contract.
14. **LAW GOVERNING:** This Agreement shall be construed and interpreted according to the laws of the State of Indiana.
15. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.
16. **NON-COLLUSION AND ACCEPTANCE:** The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.
17. **ANTI-NEPOTISM:** Contractor is aware of the provisions under Indiana Code § 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental agencies. Contractor certifies that none of the owners of Contractor is a relative of any "elected official" of the Local Public Agency, as that term is defined by Indiana Code § 36-1-21-2.
18. **PROHIBITED INVESTMENT ACTIVITY:** Contractor certifies that: (i) pursuant to Indiana Code § 5-22-16.5 et seq., Contractor is not now engaged in investment activities in the Country of Iran; and (ii) Contractor understands that providing a false certification could result in fines, penalties and civil action as listed in Indiana Code § 5-22-16.5-14.

AGREEMENT FOR PROFESSIONAL SERVICES
Elkhart Historic and Cultural Preservation Commission

page 4

IN WITNESS WHEREOF, The Local Public Agency and the Contractor have executed this Agreement as of the date first written above.

Indiana Landmarks
CONTRACTOR

By: Marsh Davis
President

CITY OF ELKHART
BOARD OF PUBLIC WORKS

ATTEST:

COMMISSION ASSISTANCE PROGRAM

AGREEMENT FOR PROFESSIONAL SERVICES



This agreement entered into this 1st day of January, 2025, by and between the City of Elkhart, State of Indiana, hereinafter referred to as the "Local Public Agency," and Indiana Landmarks, hereinafter referred to as the "Contractor."

WITNESSETH:

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WHEREAS, the Local Public Agency desires the services of a qualified preservation professional, to serve as a part-time staff person to its Historic Preservation Commission (hereinafter referred to as "The Commission") and staff; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

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AGREEMENT FOR PROFESSIONAL SERVICES

Elkhart Historic and Cultural Preservation Commission

page 2

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10. CONFLICT OF INTEREST: The Contractor acknowledges that he or she (or it and its directors, officer, employees and agents), may potentially be deemed to be a "public servant" as defined by Indiana Code § 35-41-1-24. Contractor hereby represents and certifies that it may enter into this Agreement under Indiana Code § 35-44-1.
11. DRUG-FREE WORKPLACE: The Contractor hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Local Public Agency within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.
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AGREEMENT FOR PROFESSIONAL SERVICES

Elkhart Historic and Cultural Preservation Commission

page 3

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13. EQUAL OPPORTUNITY: Contractor shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Contract.
14. LAW GOVERNING: This Agreement shall be construed and interpreted according to the laws of the State of Indiana.
15. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.
16. NON-COLLUSION AND ACCEPTANCE: The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.
17. ANTI-NEPOTISM: Contractor is aware of the provisions under Indiana Code § 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental agencies. Contractor certifies that none of the owners of Contractor is a relative of any "elected official" of the Local Public Agency, as that term is defined by Indiana Code § 36-1-21-2.
18. PROHIBITED INVESTMENT ACTIVITY: Contractor certifies that: (i) pursuant to Indiana Code § 5-22-16.5 et seq., Contractor is not now engaged in investment activities in the Country of Iran; and (ii) Contractor understands that providing a false certification could result in fines, penalties and civil action as listed in Indiana Code § 5-22-16.5-14.

AGREEMENT FOR PROFESSIONAL SERVICES
Elkhart Historic and Cultural Preservation Commission

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IN WITNESS WHEREOF, The Local Public Agency and the Contractor have executed this Agreement as of the date first written above.

Indiana Landmarks
CONTRACTOR

By: Marsh Davis
President

CITY OF ELKHART
BOARD OF PUBLIC WORKS

ATTEST:



MEMORANDUM

DATE: February 4, 2025

TO: Board of Public Works

FROM: James Gerald, Director of Information Technology

RE: **Change Order #1 for Bid #24-23, Council Chamber Audio Video Upgrades**

Change Order #1 for Bid #24-23, Council Chamber Audio Video Upgrades, removal of new carpet install & downsize of screens. This is a deduction of \$13,000.00 for the carpet removal and a deduction of \$21,000.00 for the screen downsize. This is a net deduction of \$34,000.00. The original base bid price was: \$287,258.76, minus the net deduction of \$34,000.00 is a new base bid price of: \$253,143.76.

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

Approve Change Order #1 for Bid #24-23, Council Chamber Audio Video Upgrades, decreasing the bid value by \$34,000.00, resulting in a bid price of \$253,143.76.

CITY OF ELKHART

Information Technology Department

Change Order No. One
Dated 2/4/25

Project: **Council Chamber Audio Video Upgrades** Contract No. 24-23

To: TPC Technologies
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

Removal of carpet and downsize of screen for a net deduction of: \$34,000.00

TOTAL \$ **34,000.00**

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

Original Contract Price	\$ 287,258.76
Contract Price Prior to this Change Order	\$ 287,258.76
Net change resulting from this Change Order	\$ 34,000.00
Removal of Carpet for a value of \$13,000.00	
Downsize of screens for a value of \$21,000.00	
Current Contract Price including this Change Order	\$ 253,258.76
Current Contract Price % Change from Original Price	-11.8%
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:

Department of Information Technology
BY: [Signature]
IT Director
2/4/25
DATE

The above changes are accepted:

BY: [Signature] TPC TECHNOLOGIES
Contractor
2/4/25
DATE



M E M O R A N D U M

From: Josh Holt, City of Elkhart Fleet Manager

Date: February 11th, 2025

To: Elkhart Board of Works

Subject: Request for Permission to Purchase EZ Liner Road Marking Machine

I respectfully request approval from the Board of Public Works to purchase for Traffic Department a **new EZ Liner Teton TV-AL500 road marking machine** for **\$401,914.00** to replace our current unit, **#150—a 2009 LCF unit mounted on a 2009 Chevrolet W5500 chassis**. This new machine offers significant improvements over our existing unit, enhancing efficiency and performance for road marking operations. This new unit nearly doubles the capacity of our current machine, allowing Traffic Department operators to be much more efficient in stripping long roads or even multiple areas before reloading.

The **old unit will be sold at auction at a later date**, which will be determined in the future.

This purchase is being made through **Sourcewell**, ensuring a competitive and compliant procurement process. The purchase price includes **shipping and a two-day training session** for our operators, which will take place at the Central Garage upon delivery. Funds for this purchase were approved by the City Council as part of the 2025 budget.

I request that this item be placed on the agenda for approval at the **Board of Works meeting on Tuesday, February 18, 2025**. Please let me know if any additional information is needed.

Sincerely,

Joshua J. Holt,



City of Elkhart Fleet Manager