



## **City of Goshen Board of Public Works & Safety**

Agenda for Claims Review/Approval Meeting

**4:00 p.m., MAY 21, 2026**

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

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

**Call to Order by Mayor Leichty**

**Approval of Agenda**

**1) Engineering Department request:** Approve the contract with Niblock Excavating for the Century Drive Reconstruction project in the amount of \$5,477,547.25

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***

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



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CENTURY DRIVE RECONSTRUCTION  
(JN: 2024-0030)**

DATE: May 21, 2026

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On May 14, 2026, we received proposals for the above referenced project. Following are the results:

	Niblock Excavating	Phend & Brown
Base Bid	\$5,327,197.25	\$5,397,305.00
Base Bid + Alternate No. 1	\$5,477,547.25	\$5,586,580.00
Base Bid + Alternate No. 2	\$5,721,072.25	\$5,913,105.00

The Base Bid includes reconstruction of the roadway from College Avenue to Kercher Road. Alternate No. 1 includes a shared-use path on the west side of Century Drive, from College Avenue to Eisenhower Drive. Alternate No. 2 includes Alternate No. 1, as well as the addition of sidewalk on one side of Century Drive, from Eisenhower Drive to Kercher Road.

The Redevelopment Commission reviewed the proposals and bid alternates on Friday, May 15, 2026. The Commission accepted the proposal from Niblock Excavating for the Base Bid plus Alternate No. 1 to recommended to the Board of Works for award.

The itemized bid tab is attached for your reference.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Niblock Excavating as the lowest responsive and responsible bidder for the Base Bid plus Alternate No 1.

**Requested Motion: Approve the Contract with Niblock Excavating for the Century Drive Reconstruction project in the amount of \$5,477,547.25.**

**CENTURY DRIVE RECONSTRUCTION FROM COLLEGE TO KERCHER - JN: 2024-0030**  
**MATERIAL BID TAB**  
**BID DUE DATE - May 14, 2026**

<b>BASE BID</b>				<b>Niblock Excavating</b>		<b>Phend &amp; Brown</b>	
<b>Item No.</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>
1	1	LSUM	Construction Engineering	\$75,000.00	\$75,000.00	\$65,000.00	\$65,000.00
2	1	LSUM	Mobilization & Demobilization	\$200,000.00	\$200,000.00	\$260,000.00	\$260,000.00
3	1	LSUM	Clearing Right-of-Way	\$165,000.00	\$165,000.00	\$100,000.00	\$100,000.00
4	12,133	LFT	Curb and Gutter, Remove	\$8.00	\$97,064.00	\$10.00	\$121,330.00
5	3	EA	Catch Basin, Remove	\$450.00	\$1,350.00	\$1,200.00	\$3,600.00
6	1	EA	Manhole, Remove	\$700.00	\$700.00	\$1,350.00	\$1,350.00
7	1,208	LFT	Pipe, Remove	\$15.50	\$18,724.00	\$35.00	\$42,280.00
8	15,000	CYD	Excavation, Common	\$45.00	\$675,000.00	\$40.00	\$600,000.00
9	200	CYD	Borrow	\$45.00	\$9,000.00	\$32.00	\$6,400.00
10	1	LSUM	Erosion and Sediment Control	\$27,500.00	\$27,500.00	\$45,000.00	\$45,000.00
11	37,018	SYD	Subgrade Treatment, Type III	\$1.00	\$37,018.00	\$1.50	\$55,527.00
12	2,500	CYD	No. 2 Aggregate for Undercut Backfill, Undist.	\$75.00	\$187,500.00	\$105.00	\$262,500.00
13	820	CYD	Structure Backfill, Type 2	\$80.00	\$65,600.00	\$75.00	\$61,500.00
14	26,853	SYD	Geogrid, Type 1B	\$7.50	\$201,397.50	\$7.50	\$201,397.50
15	4,030	SYD	Geotextile for Pavement, Type 2A, Undist.	\$7.50	\$30,225.00	\$3.00	\$12,090.00
16	350	CYD	Compacted Aggregate, No. 8	\$90.00	\$31,500.00	\$96.00	\$33,600.00
17	14,475	TON	Compacted Aggregate, No. 53	\$39.75	\$575,381.25	\$36.00	\$521,100.00
18	100	TON	Widening for Temporary Pavement	\$140.00	\$14,000.00	\$180.00	\$18,000.00
19	250	SYD	Milling, Asphalt, 1.5"	\$10.00	\$2,500.00	\$15.00	\$3,750.00
20	2,220	TON	QC/QA-HMA, 3, 585, Surface, 9.5mm	\$128.50	\$285,270.00	\$103.00	\$228,660.00
21	3,699	TON	QC/QA-HMA, 3, 585, Intermediate, 19.0mm	\$105.00	\$388,395.00	\$86.00	\$318,114.00
22	5,910	TON	QC/QA-HMA, 3, 585, Base, 25.0mm	\$95.00	\$561,450.00	\$80.50	\$475,755.00
23	15,900	LFT	Joint Adhesive	\$1.00	\$15,900.00	\$1.00	\$15,900.00
24	19	TON	Asphalt for Tack Coat	\$1.00	\$19.00	\$650.00	\$12,350.00
25	13,335	LFT	Curb and Gutter, Concrete	\$38.50	\$513,397.50	\$36.00	\$480,060.00
26	3,594	SYD	PCCP for Approaches, 9"	\$132.50	\$476,205.00	\$170.00	\$610,980.00
27	12	EA	Mailbox Assembly, Single	\$400.00	\$4,800.00	\$450.00	\$5,400.00
28	10	TON	Riprap, Class 1	\$150.00	\$1,500.00	\$270.00	\$2,700.00
29	52	TON	Riprap, Revetment	\$135.00	\$7,020.00	\$200.00	\$10,400.00
30	75	SYD	Geotextile for Riprap, Type 1A	\$9.50	\$712.50	\$19.00	\$1,425.00
31	2	EA	Mobilization & Demobilization for Seeding	\$750.00	\$1,500.00	\$500.00	\$1,000.00
32	17,668	SYD	Mulched Seeding, Type U	\$9.50	\$167,846.00	\$7.00	\$123,676.00
33	13	EA	Valve Box	\$900.00	\$11,700.00	\$2,100.00	\$27,300.00
34	1	EA	Safety Metal End Section, 4:1, Diameter 24"	\$5,850.00	\$5,850.00	\$3,000.00	\$3,000.00
35	445	LFT	Pipe, RCP, 12" Diameter	\$60.50	\$26,922.50	\$70.00	\$31,150.00
36	580	LFT	Pipe, RCP, 24" Diameter	\$97.50	\$56,550.00	\$150.00	\$87,000.00
37	650	SYD	Geotextile for Pipe Type 1A	\$6.00	\$3,900.00	\$3.00	\$1,950.00
38	4	EA	Pipe End Section, Diameter 12"	\$2,115.00	\$8,460.00	\$1,400.00	\$5,600.00
39	18	EA	Adjust Water Valve to Grade	\$485.00	\$8,730.00	\$1,400.00	\$25,200.00
40	4	EA	Drywell	\$5,000.00	\$20,000.00	\$8,200.00	\$32,800.00
41	42	EA	CASTING, Adjust to Grade	\$1,200.00	\$50,400.00	\$2,250.00	\$94,500.00
42	5	EA	Structure, Manhole, Reconstructed, Undist.	\$2,350.00	\$11,750.00	\$2,450.00	\$12,250.00
43	10	EA	Structure, Catch Basin, Reconstructed, Undist.	\$1,650.00	\$16,500.00	\$3,000.00	\$30,000.00
44	4	EA	Catch Basin, 48" Diameter	\$4,200.00	\$16,800.00	\$6,600.00	\$26,400.00
45	1	EA	Catch Basin, 60" Diameter	\$7,500.00	\$7,500.00	\$8,800.00	\$8,800.00
46	1	EA	Construction Notice Board	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
47	24	EA	Detour Route Marker Assembly	\$200.00	\$4,800.00	\$215.00	\$5,160.00
48	32	EA	Construction Sign, Type A	\$250.00	\$8,000.00	\$283.00	\$9,056.00
49	1	LSUM	Maintaining Traffic	\$150,000.00	\$150,000.00	\$200,000.00	\$200,000.00
50	96	LFT	Barricade, Type III-A	\$20.00	\$1,920.00	\$29.00	\$2,784.00
51	24	LFT	Barricade, Type III-B	\$20.00	\$480.00	\$29.00	\$696.00
52	2	EA	Portable Changeable Message Sign	\$7,500.00	\$15,000.00	\$9,500.00	\$19,000.00
53	120	LFT	Sign Post, Square, Type 2, Unrein. Anchor Base	\$50.00	\$6,000.00	\$40.00	\$4,800.00
54	72	SFT	Sign, Sheet, with Legend, 0.080" Thickness	\$60.00	\$4,320.00	\$50.00	\$3,600.00
55	2,975	LFT	Line, Thermoplastic, Solid, White, 4"	\$1.00	\$2,975.00	\$1.10	\$3,272.50
56	18,535	LFT	Grooving for Pavement Markings	\$1.00	\$18,535.00	\$1.60	\$29,656.00
57	15,560	LFT	Line, Thermoplastic, Solid, Yellow, 4"	\$1.00	\$15,560.00	\$1.15	\$17,894.00
58	84	LFT	Transverse Marking, Thermoplastic, Stop 24"	\$17.50	\$1,470.00	\$23.00	\$1,932.00
59	4	EA	Arrow, Thermoplastic, White	\$300.00	\$1,200.00	\$265.00	\$1,060.00
60	7	EA	Curb Turnout, Concrete	\$1,700.00	\$11,900.00	\$1,300.00	\$9,100.00
<b>TOTAL BASE BID AMOUNT</b>					<b>\$5,327,197.25</b>		<b>\$5,397,305.00</b>

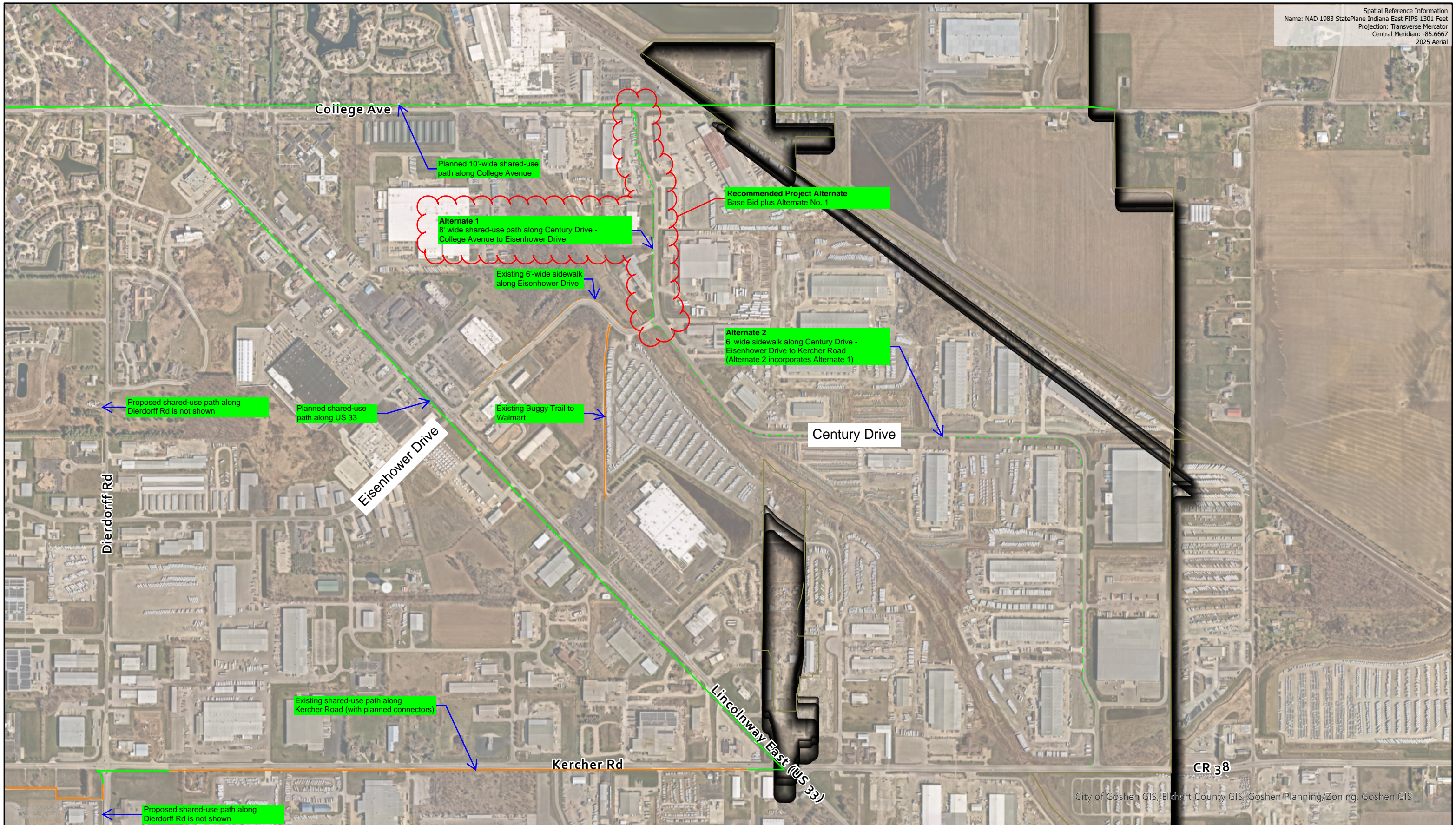
<b>ALTERNATE No. 1</b>				<b>Niblock Excavating</b>		<b>Phend &amp; Brown</b>	
<b>Item No.</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>
1A	305	CYD	Excavation, Common	\$50.00	\$15,250.00	\$50.00	\$15,250.00
2A	405	CYD	Borrow	\$40.00	\$16,200.00	\$35.00	\$14,175.00
3A	1,350	SYD	Subgrade Treatment, Type III	\$1.50	\$2,025.00	\$8.00	\$10,800.00
4A	45	TON	Compacted Aggregate, No. 53 for Sidewalk Base, Undist.	\$65.00	\$2,925.00	\$130.00	\$5,850.00
5A	1,350	SYD	Sidewalk, Concrete	\$71.50	\$96,525.00	\$95.00	\$128,250.00
6A	25	SYD	Curb Ramp, Concrete	\$175.00	\$4,375.00	\$330.00	\$8,250.00
7A	5	SYD	Detectable Warning Surfaces	\$550.00	\$2,750.00	\$320.00	\$1,600.00
8A	8	LFT	Sidewalk, Channel Drain	\$1,500.00	\$12,000.00	\$800.00	\$6,400.00
60	-1	EA	Curb Turnout, Concrete	\$1,700.00	-\$1,700.00	\$1,300.00	-\$1,300.00
<b>ALTERNATE No. 1 TOTAL:</b>					<b>\$150,350.00</b>		<b>\$189,275.00</b>

<b>ALTERNATE No. 2</b>				<b>Niblock Excavating</b>		<b>Phend &amp; Brown</b>	
<b>Item No.</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>
1B	500	CYD	Excavation, Common	\$50.00	\$25,000.00	\$50.00	\$25,000.00
2B	200	CYD	Borrow	\$40.00	\$8,000.00	\$35.00	\$7,000.00
3B	4,350	SYD	Subgrade Treatment, Type III	\$1.50	\$6,525.00	\$8.00	\$34,800.00
4B	145	TON	Compacted Aggregate, No. 53 for Sidewalk Base, Undist.	\$65.00	\$9,425.00	\$130.00	\$18,850.00
5B	4350	SYD	Sidewalk, Concrete	\$71.50	\$311,025.00	\$95.00	\$413,250.00
6B	26	LFT	Sidewalk, Channel Drain	\$1,500.00	\$39,000.00	\$800.00	\$20,800.00
60	-3	EA	Curb Turnout, Concrete	\$1,700.00	-\$5,100.00	\$1,300.00	-\$3,900.00
<b>ALTERNATE No. 2 TOTAL:</b>					<b>\$393,875.00</b>		<b>\$515,800.00</b>

<b>TOTAL AMOUNT OF BASE BID + ALTERNATE No. 1:</b>					<b>\$5,477,547.25</b>		<b>\$5,586,580.00</b>
<b>TOTAL AMOUNT OF BASE BID + ALTERNATE No. 2:</b>					<b>\$5,721,072.25</b>		<b>\$5,913,105.00</b>

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

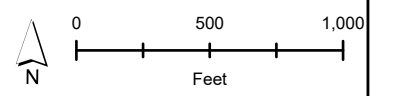
 5-15-26  
**Brad Minnick, P.E.** Date  
 City Engineer  
 City of Goshen, Indiana



**Legend**  
 City Limits

**City of Goshen**  
**Proposed Shared-Use Paths near Century Drive and**  
**Recommended Century Drive Project Alternate**

**The City of Goshen**  
 Department of Public Works &  
 Safety Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626



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**CITY OF GOSHEN, INDIANA**

**CONTRACT**

**FOR**

**PROJECT: Century Drive Reconstruction**

**PROJECT NUMBER: 2024-0030**

THIS CONTRACT (“Contract”) is entered into on \_\_\_\_\_, 2026, which is the date of the last signature set forth on the signature page (the “Effective Date”), by and between **Niblock Excavating, Inc.** (“Contractor”), whose business address is 906 Maple Street, Bristol, IN 46507, and mailing address is PO Box 211, Bristol, IN 46507, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission.

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

1. **Scope of Work.**

- (A) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as “Project”) in accordance with the Specifications that are made a part of and incorporated by reference into this Contract. The Project includes the full roadway reconstruction of Century Drive from Kercher Road to College Avenue, including drive approaches, limited storm sewer and drainage improvements, and other related work as required by the Project specifications and plans.
- (B) For the purposes of this Contract and the attached Specifications, all services to be performed by Contractor for the Project shall be referred to as the “Work.” The Work includes, but is not limited to, providing all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in the Specifications.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

2. **Component Parts of this Contract.**

- (A) This Contract shall include the terms and conditions set forth herein, as well as the terms and conditions set forth in the following component parts which are specifically incorporated into this Contract by reference:
  - (1) City of Goshen, Indiana Specifications and Contract Documents for the Project, including addenda, if any.
  - (2) Contractor’s proposal to perform the Work for the Project as submitted to City, including the Project Proposal Form and all submittals and attachments prepared by Contractor.
  - (3) Notice to proceed issued by City to Contractor.
  - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
  - (5) Contractor’s performance bond, payment bond, and maintenance bond.

- (6) Contractor's certificate of insurance.
- (B) Any conflict, inconsistency or ambiguity in this Contract and any of the component parts shall be resolved by giving precedence in the following order:
  - (1) This Contract, any subsequent amendments and/or change orders;
  - (2) The City of Goshen Specifications and Contract Documents, including addenda, if any;
  - (3) Contractor's proposal to perform the Work for the Project as submitted to City; and
  - (4) City's (and/or City's authorized representative's) written determination to resolve a conflict, inconsistency or ambiguity existing in this Contract and any of the component parts.

3. **Duties of Contractor.**

- (A) Contractor shall provide all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in these documents or any incorporated documents.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.

4. **Effective Date; Term.**

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of the Goshen Board of Public Works and Safety, the Goshen Redevelopment Commission, and Contractor (the "Effective Date").
- (B) This Contract shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (C) Contractor shall begin Work as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- (D) Contractor shall carry out all Work expeditiously with adequate work forces and shall complete the Project as follows:
  - (1) Phases 1 and 2 (Work on Century Drive from Eisenhower Drive to College Avenue) shall be completed no later than November 20, 2026.
  - (2) Phases 3 and 4 (Work on Century Drive from Eisenhower Drive to Kercher Road) shall be completed no later than October 1, 2027.
  - (3) The entire Project shall be substantially complete by October 1, 2027.

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

- (E) If Contractor does not substantially complete the Project within the time period set forth in paragraph (D), City will incur damages. The parties acknowledge that it will be difficult or

impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time period set forth in paragraph (D), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Thousand Dollars (\$1,000) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

**5. Compensation.**

(A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract based on the Contractor's established unit prices for the work items as set forth in the Project Proposal Form, a copy of which is attached to this Contract.

The quantities shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and compensation will be made using the established unit prices for each work item and the actual quantities used in the Project. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

(B) Total (estimated) Project cost, prior to any amendment(s) or change order(s), is based on the following:

Base Bid:	\$5,327,197.25
Alternate Number 1:	<u>\$ 150,350.00</u>
Total (estimated) Project cost:	<u>\$5,477,547.25</u>

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

**6. Payment and Retainage.**

(A) City shall compensate Contractor as Work on the Project progresses, based on the dollar value of Work satisfactorily completed in accordance with the unit prices set forth in Section 5, Compensation. All progress payment amounts shall be subject to the City's verification of actual quantities.

(B) As a condition of payment, all Work performed under this Contract must meet the City's reasonable satisfaction and comply with all requirements of the Specifications and Contract Documents. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Specifications and Contract Documents.

(C) In accordance with Indiana Code § 36-1-12-13.1 and 14, City shall withhold payment of money in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or three percent (3.0%) of the dollar value of all Work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, an amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.

(D) Contractor shall submit detailed invoices itemizing the Work satisfactorily completed no more frequently than once every thirty (30) days. The invoices shall be submitted to City for review and acceptance to the following address, or at such other address as City may designate in writing:

City of Goshen, Indiana  
c/o Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Email is also acceptable at Engineering@goshencity.com.

- (E) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before City makes final payment.
- (F) Except for a final payment as provided by subparagraph (1), City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be deemed made on the date of mailing the check.
  - (1) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (G) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Specifications and Contract Documents.
- (H) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

7. **Payment Bond.**

- (A) Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days of the Effective Date of this Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the public work Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.
- (C) The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

8. **Performance Bond.**

- (A) Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days of the Effective Date of this Contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the Work in accordance with the Specifications and Contract Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.

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

9. **Work/Construction Schedule.**

- (A) Contractor agrees to prepare and submit a work/construction schedule within fourteen (14) days of the Effective Date of this Contract for approval by City.
- (B) The work/construction schedule shall detail the sequence of activities and time duration(s) for the Work so that the Project is completed on or before the substantial completion date. After beginning the Work, Contractor shall update and submit to City the work/construction schedule on a weekly basis until all Work on the Project is complete.
- (C) Contractor agrees to adhere to the work/construction schedule as updated. If Contractor fails to adhere to the work/construction schedule, Contractor shall adopt other or additional means and methods of work or construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.
- (D) Contractor agrees that no modification to the work/construction schedule that will delay the completion of the Project beyond the substantial completion date will be permitted without a formal amendment to this Contract.

10. **Project Safety.**

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

11. **Materials and Workmanship; Inspection.**

- (A) All equipment, goods, materials, and systems provided in the performance of this Contract shall be as specified in these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.
- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning equipment, goods, materials, and systems that Contractor contemplates using in the Project.
- (D) City shall be afforded complete and unhindered access to the Work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject equipment, goods, materials, systems and/or workmanship and require the correction or replacement of equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.

- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

12. **Warranty; Maintenance Bond.**

- (A) Contractor shall warrant all equipment, goods, materials, and systems furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (B) This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of three (3) years after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (C) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (D) Should it become necessary, Contractor agrees to assist City with all necessary steps to file and collect on any manufacturer's warranty for any equipment, goods, materials and systems furnished under this Contract and installed by Contractor or any subcontractor.
- (E) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- (F) Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- (G) The maintenance bond shall guarantee that all equipment, goods, materials, and systems used and used in the Project and resulting workmanship are in accordance with the Specifications and Contract Documents. Contractor shall be responsible for removing and correcting all defects due to faulty or defective equipment, goods, materials, systems, and/or workmanship and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (H) The maintenance bond shall not be released until three (3) years after the acceptance of the Work by City.

13. **Independent Contractor.**

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

14. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, Contractor and all subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
  - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
  - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
  - (4) That this Contract may be canceled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

15. **Employment Eligibility Verification.**

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

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

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

16. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

17. **Employee Drug Testing Program.**

(A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. and as described in Contractor's written plan submitted with their Project Proposal Form.

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

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

18. **Contractor Compliance with Other Laws.**

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

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

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

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

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

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

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

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

19. **Insurance.**

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

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

(C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:

(1) Workers Compensation and Employer's Liability - Statutory Limits

- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (4) Excess Umbrella Coverage - \$2,000,000 each occurrence
20. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, employees and subcontractors during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City and shall not be limited by reason of insurance coverage required by this Contract.
21. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.
22. **Funding Cancellation.** When the City's Common Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Work under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
23. **Default.**
  - (A) If Contractor fails to perform the Work or comply with the provisions of this Contract, then Contractor may be considered in default.
  - (B) It shall be mutually agreed that if Contractor fails to perform the Work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
  - (C) Contractor may also be considered in default by the City if any of the following occur:
    - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
    - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
    - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
    - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
    - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Work described under these Specifications and Contractor Documents.
- (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

24. **Termination.**

- (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City and the respective obligations of each party have been carried out in full, and shall then terminate.
- (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under the Section entitled Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (E) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (F) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

25. **Subcontracting or Assignment of Contract.**

- (A) Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- (B) Contractor shall provide prompt written notice to City of any changes in Contractor's legal name or legal status so that changes may be documented and payments to the successor entity may be made.

26. **Change Orders.**

- (A) If in the course of the Work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional Work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

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

28. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

29. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the parties to determine whether the provisions of this Contract require formal modification.
- (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.

30. **Governing Law.**

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

31. **Miscellaneous.**

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations, or ordinances, the most stringent or legally binding requirement shall govern.

32. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.

33. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana  
Attention: Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Email: [Engineering@goshencity.com](mailto:Engineering@goshencity.com)

with a copy to:

City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528  
Email: [Legal@goshencity.com](mailto:Legal@goshencity.com)

Contractor: Niblock Excavating, Inc.  
Attn: Chad Niblock, President  
PO Box 211  
Bristol, IN 46507  
Email: [cniblock@niblockexc.com](mailto:cniblock@niblockexc.com)

- 34. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 35. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

**City of Goshen, Indiana**

Goshen Board of Public Works and Safety

**Niblock Excavating, Inc.**

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Chad Niblock, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Goshen Redevelopment Commission

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GOSHEN, INDIANA**  
**PROJECT: Century Drive Reconstruction**  
**PROJECT NUMBER: 2024-0030**

<b>WORK ITEMS</b>
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This completed form must be included with the Project Proposal Form for the above referenced Project. The Respondent shall transfer the sum of the work items for the Base Proposal and Alternates, if any, to the section titled **PROPOSED CONTRACT PRICE** of the Project Proposal Form.

**Respondent Name:** Niblock Excavating

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
<b>BASE PROPOSAL</b>					
1	CONSTRUCTION ENGINEERING	1	LS	75,000.00	75,000.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	200,000.00	200,000.00
3	CLEARING RIGHT-OF-WAY	1	LS	165,000.00	165,000.00
4	CURB AND GUTTER, REMOVE	12,133	LFT	8.00	97,064.00
5	CATCH BASIN, REMOVE	3	EACH	450.00	1,350.00
6	MANHOLE, REMOVE	1	EACH	700.00	700.00
7	PIPE, REMOVE	1,208	LFT	15.50	18,724.00
8	EXCAVATION, COMMON	15,000	CYS	45.00	675,000.00
9	BORROW	200	CYS	45.00	9,000.00
10	EROSION AND SEDIMENT CONTROL	1	LS	27,500.00	27,500.00
11	SUBGRADE TREATMENT, TYPE III	37,018	SYS	1.00	37,018.00
12	NO. 2 AGGREGATE FOR UNDERCUT BACKFILL, UNDISTRIBUTED	2,500	CYS	75.00	187,500.00
13	STRUCTURE BACKFILL, TYPE 2	820	CYS	80.00	65,600.00
14	GEOGRID, TYPE IB	26,853	SYS	7.50	201,397.50
15	GEOTEXTILE FOR PAVEMENT, TYPE 2A, UNDISTRIBUTED	4,030	SYS	7.50	30,225.00
16	COMPACTED AGGREGATE, NO. 8	350	CYS	90.00	31,500.00

**CITY OF GOSHEN, INDIANA**  
**PROJECT: Century Drive Reconstruction**  
**PROJECT NUMBER: 2024-0030**

<b>Respondent Name: Niblock Excavating</b>					
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
17	COMPACTED AGGREGATE, NO. 53	14,475	TON	39.75	575,381.25
18	WIDENING FOR TEMPORARY PAVEMENT	100	TON	140.00	14,000.00
19	MILLING, ASPHALT, 1 1/2 IN.	250	SYS	10.00	2,500.00
20	QC/QA-HMA, 3, 58S, SURFACE, 9.5 mm	2,220	TON	128.50	285,270.00
21	QC/QA-HMA, 3, 58S, INTERMEDIATE, 19.0 mm	3,699	TON	105.00	388,395.00
22	QC/QA-HMA, 3, 58S, BASE, 25.0 mm	5,910	TON	95.00	561,450.00
23	JOINT ADHESIVE	15,900	LFT	1.00	15,900.00
24	ASPHALT FOR TACK COAT	19	TON	1.00	19.00
25	CURB AND GUTTER, CONCRETE	13,335	LFT	38.50	513,397.50
26	PCCP FOR APPROACHES, 9 IN.	3,594	SYS	132.50	476,205.00
27	MAILBOX ASSEMBLY, SINGLE	12	EACH	400.00	4,800.00
28	RIPRAP, CLASS 1	10	TON	150.00	1,500.00
29	RIPRAP, REVETMENT	52	TON	135.00	7,020.00
30	GEOTEXTILE FOR RIPRAP, TYPE 1A	75	SYS	9.50	712.50
31	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2	EACH	750.00	1,500.00
32	MULCHED SEEDING, TYPE U	17,668	SYS	9.50	167,846.00
33	VALVE BOX	13	EACH	900.00	11,700.00
34	SAFETY METAL END SECTION, 4:1, DIAMETER 24 IN.	1	EACH	5,850.00	5,850.00
35	PIPE, RCP, 12 IN. DIA	445	LFT	60.50	26,922.50

**CITY OF GOSHEN, INDIANA**  
**PROJECT: Century Drive Reconstruction**  
**PROJECT NUMBER: 2024-0030**

<b>Respondent Name: Niblock Excavating</b>					
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
36	PIPE, RCP, 24 IN. DIA	580	LFT	97.50	56,550.00
37	GEOTEXTILE FOR PIPE TYPE 1A	650	SYS	6.00	3,900.00
38	PIPE END SECTION, DIAMETER 12 IN.	4	EACH	2,115.00	8,460.00
39	ADJUST WATER VALVE TO GRADE	18	EACH	485.00	8,730.00
40	DRYWELL	4	EACH	5,000.00	20,000.00
41	CASTING, ADJUST TO GRADE	42	EACH	1,200.00	50,400.00
42	STRUCTURE, MANHOLE, RECONSTRUCTED, UNDISTRIBUTED	5	EACH	2,350.00	11,750.00
43	STRUCTURE, CATCH BASIN, RECONSTRUCTED, UNDISTRIBUTED	10	EACH	1,650.00	16,500.00
44	CATCH BASIN, 48 IN. DIA	4	EACH	4,200.00	16,800.00
45	CATCH BASIN, 60 IN. DIA	1	EACH	7,500.00	7,500.00
46	CONSTRUCTION NOTICE BOARD	1	EACH	1,500.00	1,500.00
47	DETOUR ROUTE MARKER ASSEMBLY	24	EACH	200.00	4,800.00
48	CONSTRUCTION SIGN, TYPE A	32	EACH	250.00	8,000.00
49	MAINTAINING TRAFFIC	1	LS	150,000.00	150,000.00
50	BARRICADE, TYPE III-A	96	LFT	20.00	1,920.00
51	BARRICADE, TYPE III-B	24	LFT	20.00	480.00
52	PORTABLE CHANGEABLE MESSAGE SIGN	2	EACH	7,500.00	15,000.00
53	SIGN POST, SQUARE, TYPE 2, UNREINFORCED ANCHOR BASE	120	LFT	50.00	6,000.00
54	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	72	SFT	60.00	4,320.00

**CITY OF GOSHEN, INDIANA**  
**PROJECT: Century Drive Reconstruction**  
**PROJECT NUMBER: 2024-0030**

<b>Respondent Name: Niblock Excavating</b>					
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
55	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	2,975	LFT	1.00	2,975.00
56	GROOVING FOR PAVEMENT MARKINGS	18,535	LFT	1.00	18,535.00
57	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	15,560	LFT	1.00	15,560.00
58	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	84	LFT	17.50	1,470.00
59	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	4	EACH	300.00	1,200.00
60	CURB TURNOUT, CONCRETE	7	EACH	1,700.00	11,900.00
<b>Total Base Proposal:</b>					<b>\$5,327,197.25</b>

**CITY OF GOSHEN, INDIANA**  
**PROJECT: Century Drive Reconstruction**  
**PROJECT NUMBER: 2024-0030**

<b>Respondent Name: Niblock Excavating</b>					
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
<b>ALTERNATE 1 PROPOSAL</b>					
1A	EXCAVATION, COMMON	305	CYS	50.00	15,250.00
2A	BORROW	405	CYS	40.00	16,200.00
3A	SUBGRADE TREATMENT, TYPE III	1,350	SYS	1.50	2,025.00
4A	COMPACTED AGGREGATE, NO. 53 FOR SIDEWALK BASE, UNDISTRIBUTED	45	TON	65.00	2,925.00
5A	SIDEWALK, CONCRETE	1,350	SYS	71.50	96,525.00
6A	CURB RAMP, CONCRETE	25	SYS	175.00	4,375.00
7A	DETECTABLE WARNING SURFACES	5	SYS	550.00	2,750.00
8A	SIDEWALK, CHANNEL DRAIN	8	LFT	1,500.00	12,000.00
60	CURB TURNOUT, CONCRETE	-1	EA	1,700.00	(1,700.00)
<b>Total Alternate 1 Proposal:</b>					<b>\$150,350.00</b>



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): May 14, 2026

1. Governmental Unit (Owner): City of Goshen
2. County : Elkhart
3. Bidder (Firm): Niblock Excavating  
Address: 906 Maple Street  
City/State/ZIPcode: Bristol, IN 46507
4. Telephone Number: (574) 848-4437
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Century Drive Reconstruction; Project Number 2024-0030 (Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

Michael Voll and dated April 24, 2026 for the sum of see attached bid for itemized detail \$ see attached bid for itemized detail

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

**ACCEPTANCE**

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PART II**

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Goshen

Bidder (Firm) Niblock Excavating

Date (month, day, year): May 14, 2026

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
8,739,227.00	Sewer	2025	Steuben Lakes Regional Waste District
4,248,804.00	Road Reconstruction, Utility Relocation	2025	City of Goshen, Goshen IN
5,987,307.00	Water	2025	Town of Bristol, Bristol IN
4,165,762.00	Asphalt, Earthwork	2025	City of Goshen, Goshen IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
6,096,696.00	Sewer	2026	LaGrange Co. Regional Utility District
2,119,487.00	Road Reconstruction	2026	Elkhart County Highway Department
9,097,758.00	Asphalt, Earthwork, Utilities, Concrete	2026	City of Goshen, Goshen IN
9,826,940.00	Water Service	2026	City of Goshen, Goshen IN

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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4. List references from private firms for which you have performed work.

NuWay Construction	Andy Nesbitt
Majority Builders	Rick Slagle
Wagner Construction	Mark Elliott
DJ Construction	Pat Gross

### SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

We agree to use our efforts to complete the project in an expeditious and economical manner.

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Slusser's Green Thumb - Logansport IN - Landscaping	State Barricading - South Bend IN - Traffic Control
Premium Concrete - Elkhart IN - Concrete	National Striping - Lakeville IN - Asphalt Markings
J. L. Milling - Schoolcraft MI - Milling	DeWind Dewatering - Zeeland MI - Dewatering
Michiana Contracting - Plymouth IN - Signalization	

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

TO BE DETERMINED AT A LATER DATE

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All equipment necessary to complete the project in a safe, timely, and professional manner.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.



**BID OF**

Niblock Excavating \_\_\_\_\_  
(Contractor)

906 Maple Street \_\_\_\_\_  
(Address)

Bristol, IN 46507 \_\_\_\_\_

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

City of Goshen \_\_\_\_\_

Century Drive Reconstruction \_\_\_\_\_

Project Number 2024-0030 \_\_\_\_\_

Filed May 14, 2026

Action taken \_\_\_\_\_

\_\_\_\_\_