

WESTVILLE TOWN COUNCIL  
JUNE 08, 2021  
REGULAR MEETING  
100 SETSER DRIVE  
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

OLD WATER TOWER

STREETS

DEPARTMENT HEAD REPORT

LABOR MECHANIC/LEVEL A

PARKS

POLICE

DEPARTMENT HEAD REPORT

FINANCE

SALARY ORDINANCE AMENDMENT 2021-6

MISCELLANEOUS

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

# WESTVILLE TOWN COUNCIL

JUNE 08, 2021

## MINUTES OF MEETING

The regular meeting of the Westville Town Council was held at the Westville Town Complex Community Room, 100 Setser Drive at 7:00 p.m. Present: Michael Albert, Regina Ruddell, Tom Fath, Olga Pothorski, James Bechinske, Lori Mercer; Clerk-Treasurer, Town Attorney, Doug Biege.

A motion was made by Tom Fath to approve minutes of the May, 2021 meeting. Regina Ruddell, second. Roll Call: Ruddell, yes; Fath, yes; Bechinske, yes; Pothorski yes; Albert, yes.

A motion was made by James Bechinske to approve claims for the month of May, 2021. Tom Fath, second. Roll Call: Ruddell, yes; Fath, yes; Bechinske, yes; Pothorski, yes; Albert, yes.

### UTILITIES

Nathan Howell gave a brief summary of the MCO report for May. It is attached.

Tom Fath presented the Council with a quote to demo the old water tower on Ridge Street. The quote is from Iseler Demolition and the amount is for \$28,600.00. Tom reported that the cost just to repaint and restore it a few years ago was between \$300,000.00 and \$350,000.00. The water tower has not been in use for a few years. The Council will table this until the July meeting.

### STREETS

James Bechinske reported that the bid packets for the Community Crossings Grant will be ready soon. He also stated that the new digital solar radar signs will be up and operational very soon. James also asked the Town attorney (Doug) if he has heard anything back regarding the siren on the old water tower. Doug stated he has not heard anything back and he would contact the county council attorney to follow up.

### PARKS

Olga Pothorski stated some concerns about the Friday night car show at Prairie Meadow Park (PMP) in regard to the little league concession stand and food vendors at the car show. Mike Albert stated that there was some miscommunication between the little league and the car show organizers at the first game, but that has since been rectified and everything will run smoothly moving forward.

### POLICE DEPARTMENT

Deputy Mashal Joe Walker reported monthly stats.

### FINANCE

Michael Albert stated Ordinance 2021-6, Salary Ordinance Amendment, will be tabled until they can hold an executive session.

AS  
M 7M  
ON

**MISCELLANEOUS**

**CITIZENS COMMENTS**

**ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL**

A motion to adjourn was made by Michael Albert at 7:19 PM. James Bechinske, second Motion carried.

I, Lori Mercer, attest that these minutes are true and accurate.

Lori Mercer



**Town of Westville**  
**May 2021 Monthly Report of Operations**  
**Prepared By: Nathan Howell**  
**June 8, 2021**

**Water**

1. GIS –Nothing new to report. Adam will take over responsibility of this.
2. The INDOT roundabout and culvert replacement projects are proceeding. The consulting engineer sent us locations where they want potholing done. We will have McMahon mark these sites so there are no issues where the potholing will be completed.
3. Peerless Midwest was on-site to service the well and high service pumps. There is still a malfunctioning air release valve which will need to be repaired. Peerless has not yet been on-site to fix it.
4. We noticed that several joints on the top of the concrete reaction basin have gotten worse. We have spoken with McMahon and Bowen about repairing them. We did a short-term repair on the worst joint by using a seam sealer. We will seal the other joint and try to have an estimate for a roof-type cover so it can be installed this summer.
5. The new water services for the new animal hospital are to be installed. We have had problems with the location of the South Coast force main location which we are working on.
6. We met on site regarding the demolition of the small water tower.

**Wastewater**

1. The Nash Finch Lift Station still needs a flow meter installed. We have had Bowen on-site to look at it and determine a price to do the work. We will also have them install a concrete slab to install a generator.
2. The Westville Estates pump station is deteriorating rapidly. We have spoken with McMahon and Superior Pumping to renovate the station. We are considering installing the used system from the old WWTP.
3. We continue to spend much time on the DOC renovation project.

4. MB Controls is in the process of installing the Mission unit at the wastewater plant. They need to extend the antenna to the roof due to the poor cellular signal. We will be installing the units in the New Durham and McDonalds' stations.
5. We were told by G.E. Marshal that they will not be able to repair the broken casting on the manhole on US 421 north of McDonalds. Another cover has now gotten loose which will need to be corrected. We have discussed this with Bowen.

## Town of Westville - Operational Summary for the Wastewater Treatment Plant

### Influent

2021	Total Gallons	Flow			BOD		TSS		Ammonia		Phosphorus	
		Max. Daily	Min. Daily	Monthly Avg.	mg/l	#'s	mg/l	#'s	mg/l	#'s	mg/l	#'s
January	5,781,500	227,000	165,000	186,500	143	230	282	447	29.6	46.1	5.6	8.7
February	5,650,400	248,800	177,600	201,800	145	249	296	506	24.9	42	5.1	8.6
March	5,992,300	255,700	160,000	193,300	159	262	327	524	24.8	39.9	5.7	9.2
April	5,708,400	259,100	163,100	190,280	171	285	313	519	28.1	44.6	5.4	8.6
May	6,342,600	362,000	163,700	204,600	152	260	301	512	27.9	47.7	5.1	8.7
June												
July												
August												
September												
October												
November												
December												

### Effluent

2021	Total Gallons	Flow			BOD		TSS		Phosphorus		Ammonia	
		Max. Daily	Min. Daily	Monthly Avg.	Monthly Avg.	% Removed	Monthly Avg.	% Removed	mg/l	% Removed	mg/l	% Removed
January	5,560,000	221,000	158,000	174,900	2.5	98.2	3.8	98.1	.2	97.2	.16	99.5
February	5,406,400	230,500	170,000	193,100	3	97.8	6.5	97.8	.2	96.1	.34	98.6
March	5,753,700	249,800	157,900	185,600	3.1	98	7.5	97.7	.3	94.6	.08	99.7
April	5,485,500	251,900	154,900	182,850	2.3	98.7	5.3	98.3	.6	88.6	.05	99.8
May	6,088,400	196,400	154,200	196,400	2.5	98.3	5.3	98.2	.6	88.7	.04	99.8
June												
July												
August												
September												
October												
November												
December												

## Town of Westville – Operational Summary for the Water Treatment Plant

Month Ending	Total Monthly Flow	Maximum Daily Flow	Minimum Daily Flow	Average Daily Flow	Chlorine Usage (lbs.)	Fluoride Usage (lbs.)
01/31/21	3,642,000	159,500	0	117,300	56.3	41
02/28/21	4,212,900	397,600	53,500	150,500	62	46
03/31/21	5,196,600	255,700	110,700	167,000	75.9	59
04/30/21	5,080,800	263,300	79,100	168,100	75.4	44
05/31/21	5,299,200	261,000	83,400	172,500	83.9	39
06/31/21						
07/31/21						
08/31/21						
09/30/21						
10/31/21						
11/30/21						
12/31/21						

NOTICE OF EXECUTIVE SESSION  
TOWN OF WESTVILLE

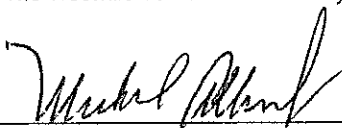
MONDAY, JUNE 14, 2021  
5:30 P.M.  
WESTVILLE TOWN COMPLEX  
100 SETSER DRIVE, WESTVILLE, IN 46391

Pursuant to IC 5-14-1.5-5/6, 5-14-1.5-6.1(b)(4), the Westville Town Council will meet in Executive Session on the topic checked as permitted under this Statute.

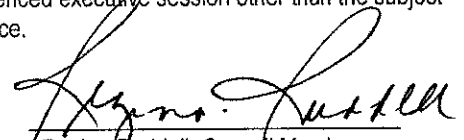
1. Where authorized by Federal or State Statute.
2. For discussion of strategy with respect to any of the following:
- (A) Collective bargaining.
  - (B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing.
  - (C) The implementation of security systems.
  - (D) The purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.
3. For discussion of the assessment, design, and implementation of security systems.
4. Interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects by the Indiana Economic Development Corporation, the Office of Tourism Development, the Indiana Finance Authority, the Ports of Indiana, an Economic Development Commission, the Indiana State Department of Agriculture, a local economic development organization (as defined in IC 5-28-11-2(3)), or a governing body of a political subdivision.
5. To receive information about and interview prospective employees.
6. With respect to any individual over whom the Board has jurisdiction:
- (A) to receive information concerning an individual's alleged misconduct; and
  - (B) to discuss, before a determination, the individual's status as an employee.
7. For discussion of records classified as confidential by State or Federal Statute.
8. To discuss, before a placement decision, an individual employee's past performance, behavior and needs.
9. To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.
10. When considering the appointment of a public official, to do the following:
- (A) Develop a list of prospective appointees.
  - (B) Consider applications.
  - (C) Make one (1) initial exclusion of prospective appointees from further consideration.
11. To prepare or score examinations used in issuing licenses, certificates, permits, or registrations under IC 25.
12. To discuss information and intelligence intended to prevent, mitigate, or respond to, the threat of terrorism.

CERTIFICATION

The Westville Town Council hereby certifies that it discussed no subject matter in the above-referenced executive session other than the subject matter(s) specified in the above copy of the public notice.

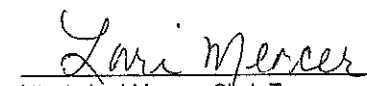
  
Michael Albert, Council President

Absent  
Tom Fath, Council Vice-President

  
Regina Ruddell, Council Member

  
James Bechinski, Council Member

Absent  
Olga Pothorski, Council Member

  
Attest: Lori Mercer, Clerk-Treasurer

NOTICE OF EXECUTIVE SESSION  
TOWN OF WESTVILLE

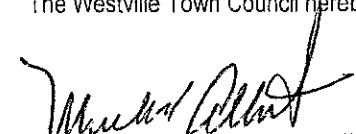
WEDNESDAY, JUNE 23, 2021  
3:00 P.M.  
WESTVILLE TOWN COMPLEX  
100 SETSER DRIVE, WESTVILLE, IN 46391

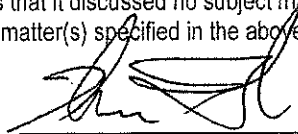
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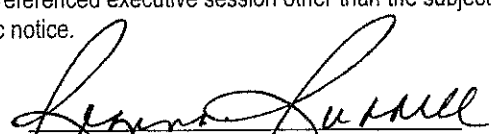
1. Where authorized by Federal or State Statute.
2. For discussion of strategy with respect to any of the following:  
 (A) Collective bargaining.  
 (B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing.  
 (C) The implementation of security systems.  
 (D) The purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.
3. For discussion of the assessment, design, and implementation of security systems.
4. Interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects by the Indiana Economic Development Corporation, the Office of Tourism Development, the Indiana Finance Authority, the Ports of Indiana, an Economic Development Commission, the Indiana State Department of Agriculture, a local economic development organization (as defined in IC 5-28-11-2(3)), or a governing body of a political subdivision.
5. To receive information about and interview prospective employees.
6. With respect to any individual over whom the Board has jurisdiction:  
 (A) to receive information concerning an individual's alleged misconduct; and  
 (B) to discuss, before a determination, the individual's status as an employee.
7. For discussion of records classified as confidential by State or Federal Statute.
8. To discuss, before a placement decision, an individual employee's past performance, behavior and needs.
9. To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.
10. When considering the appointment of a public official, to do the following:  
 (A) Develop a list of prospective appointees.  
 (B) Consider applications.  
 (C) Make one (1) initial exclusion of prospective appointees from further consideration.
11. To prepare or score examinations used in issuing licenses, certificates, permits, or registrations under IC 25.
12. To discuss information and intelligence intended to prevent, mitigate, or respond to, the threat of terrorism.

CERTIFICATION

The Westville Town Council hereby certifies that it discussed no subject matter in the above-referenced executive session other than the subject matter(s) specified in the above copy of the public notice.

  
Michael Albert, President

  
Tom Fath, Vice President

  
Regina Ruddell, Member

  
James Bechinske, Council Member

Absent  
Olga Pothorski, Council Member



**LEGAL NOTICE**

The Westville Town Council will meet in a special meeting at 3:30 p.m. (local time) on June 23, 2021. The special meeting will be held at Town of Westville Community Room located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

*This notice is not for legal publication  
but just for notification purposes.*

WESTVILLE TOWN COUNCIL  
JUNE 23, 2021  
SPECIAL MEETING  
100 SETSER DRIVE  
3:30 P.M.

AGENDA

SALARY ORDINANCE AMENDMENT 2021-6

# WESTVILLE TOWN COUNCIL

JUNE 23, 2021  
MINUTES OF MEETING

A special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 3:30 p.m. Present: Michael Albert, Regina Ruddell, Tom Fath, James Bechinske, Clerk-Treasurer, Lori Mercer.

Absent: Olga Pothorski, Town Attorney Doug Beige.

Michael Albert read Ordinance 2021-6 by title only. Michael Albert stated that this ordinance is an amendment to salary ordinance 2020-10, whereas the MVH Laborer/Mechanic – Level A salary will increase by \$.50 per hour; The Clerk Level B part-time position in the Water Company will be moved to the Sewage Company and the Clerk Level B full-time position in the Sewage Company will be moved to the Water Company; All Foreman positions will be removed from both the Water and Sewage Companies and a Utility Operator/GIS Coordinator will be added to the Water Company and a Sewage Operator/Lab Tech will be added to the Sewage Company. Both of these positions were previously known as Sewage Operator and Water Operator, held by Bret Schultz and Adam Genis respectively. Bret Schultz will now be the Sewage Operator/Lab Technician with a \$2.00 per hour increase in pay and Adam Genis will now be the Utility Operator/GIS Coordinator, also with a \$2.00 increase in pay. All pay increases will take effect pay period beginning June 20, 2021. The Clerk- Level B positions will take effect pay period beginning June 6, 2021.

Michael Albert made a motion to approve Ordinance 2021-6 on first reading. Tom Fath, second. Roll Call: Ruddell, yes; Fath, yes; Bechinske, yes; Albert, yes.

Michael Albert made a motion to suspend the rules and adopt Ordinance 2021-6. Tom Fath, second. Roll Call: Ruddell, yes; Fath, yes; Bechinske, yes; Albert, yes.

Council also agreed that Adam Genis will be reviewed at the beginning of 2022 and it will be required that he obtain a utility license by the end of 2022.

Michael Albert made a motion to adjourn at 3:55 pm. James Bechinske, second. All approved. Motion carried.

*Handwritten initials*

I, Lori Mercer, attest that these minutes are true and accurate.

*Handwritten signature of Lori Mercer*  
\_\_\_\_\_

*Handwritten mark*

**ORDINANCE No.: 2021-6**

**AN ORDINANCE OF THE TOWN COUNCIL OF WESTVILLE, LAPORTE COUNTY, INDIANA, AMENDING ORDINANCE NO. 2020-10 ENTITLED "SALARY ORDINANCE FOR THE YEAR 2021"**

WHEREAS, on November 10, 2020 the Town Council of the Town of Westville, LaPorte County, Indiana (the "Town Council") adopted Ordinance No. 2020-10 entitled "Salary Ordinance for the Year 2021"; and

WHEREAS, Ordinance No. 2020-10 established the salaries and other compensation to be paid to the employees of the Town of Westville, LaPorte County, Indiana (the "Town"), in 2021; and

WHEREAS, the Town Council is desirous of adopting this Ordinance to amend Ordinance 2020-10 to move Clerk Level B (FT) from Sewage Co. to Water Co.; to move Clerk Level B (PT) from Water Co. to Sewage Co.; to change job titles of Water and Sewage Operators and to remove Foreman positions; and to increase salary amount for Laborer/Mechanic – Level A in the MVH Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTVILLE, LAPORTE COUNTY, INDIANA, THAT ORDINANCE 2020-10 SHALL BE AMENDED TO READ AS FOLLOWS:

*Section 1.* Pages 3, 4 and 5 of Ordinance No. 2020-10 is hereby revised and amended to state as follows:

MVH FUND

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Street Superintendent	\$57,708.04	\$2,219.54	
Laborer/Mechanic – Level A	\$41,096.64	\$1,600.64	
Laborer – P/T or F/T (If P/T max is 1,680 Hrs Yearly)	\$27,040.00	\$1,040.00	

RETIREMENT PROGRAM: 8% of annual salary for: Street Superintendent, Laborer/Mechanic – Level A, and Laborer Full-Time after completion of (6) six-month introductory period.

WATER COMPANY

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Town Council Each Member (Monthly)	\$2,400.00	\$200.00	
Clerk-Treasurer	\$25,000.04	\$961.54	
Clerk – Level A (FT)	\$16,900.52	\$650.02	
Clerk – Level B (FT)	\$27,040.00	\$1,040.00	
Utility Operator/GIS Coordinator water or sewage)	\$39,102.96	\$1,583.96	
Laborer – Part-Time – new hire			\$12.15

RETIREMENT PROGRAM: 8% of annual salary for: Clerk-Treasurer, Clerk – Level A, Clerk – Level B, Utility Operator/GIS Coordinator.

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
SEWAGE COMPANY			
Town Council Each Member (Monthly)	\$2,400.00	\$200.00	
Clerk-Treasurer	\$25,000.04	\$961.54	
Clerk – Level A (FT)	\$16,900.52	\$650.02	
Clerk – Level B (PT)			\$12.96
Sewage Operator/Lab Tech.	\$32,760.00	\$1,340.00	
Laborer – Part-Time – new hire			\$12.15

*Section 2.* Except as expressly modified by this Ordinance all other parts or provisions of Ordinance 2020-10 shall remain in full force and affect.

*Section 3.* If any portion of this Ordinance shall be held invalid or unconstitutional by any court or competent jurisdiction, such decision will not affect any other portion or provision of this Ordinance.

*Section 4.* All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. It is provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the ordinances or parts of ordinances are hereby ratified, reestablished and confirmed.

*Section 5.* This Ordinance shall be in full force and affect from and after its adoption and any procedures required by law.

*Section 6.* All of which is Ordained by the Town Council of the Town of Westville, LaPorte County, Indiana by a vote of \_\_\_\_\_ of all members present and voting this \_\_\_\_\_ day of June, 2021.

RETIREMENT PROGRAM: 8% of annual salary for: Clerk-Treasurer, Clerk – Level A, Clerk – Level B, Sewage Operator/Lab Tech.

WESTVILLE TOWN COUNCIL

BY:

Walter R. [Signature]  
Laura Russell  
[Signature]  
[Signature]  
\_\_\_\_\_

ATTEST:

Lori Mercer  
Lori Mercer, Clerk-Treasurer of the Town  
of Westville, Indiana

**LEGAL NOTICE**

The Westville Town Council will meet in a special meeting at 3:00 p.m. (local time) on July 22, 2021. The special meeting will be held at Town of Westville Community Room located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

*This notice is not for legal publication  
but just for notification purposes.*



WESTVILLE TOWN COUNCIL  
JULY 22, 2021  
SPECIAL MEETING  
100 SETSER DRIVE  
3:00 P.M.

AGENDA

COMMUNITY CROSSINGS GRANT AWARDING OF BID

# WESTVILLE TOWN COUNCIL

JULY 22, 2021

## MINUTES OF MEETING

A special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 3:00 p.m. Present: Michael Albert, Regina Ruddell, James Bechinske, Clerk-Treasurer, Lori Mercer.

Absent: Olga Pothorski, Tom Fath, Town Attorney Doug Beige.

Michael Albert called the meeting to order at 3:00 pm. This meeting is being held to award the bid for the Community Crossings Grant paving project. Rieth-Riley submitted the lowest bid at \$124,120.45. Michael Albert made a motion to accept Rieth-Riley's bid of \$124,120.45 and to enter into contract with Rieth-Riley. James Bechinske, second. Roll Call: Ruddell, yes; Bechinske, yes; Albert, yes.

Michael Albert asked council if they thought it would be a good idea to bring in non-violent offender workers to do work at the utility plants. Council stated it would be a great idea. Michael Albert stated he will have WCC (Westville Correctional Facility) start working on a Memorandum of Understanding to be voted on at a future meeting.

Michael Albert made a motion to adjourn at 3:02 pm. James Bechinske, second. All approved. Motion carried.

I, Lori Mercer, attest that these minutes are true and accurate.

Lori Mercer





# WESTVILLE: Community of Progress

CORPORATE TOWN  
Mailing Address:  
100 Setser Drive  
WESTVILLE INDIANA 46391

PHONE: (219) 785-2123

Date: 7/22/2021

RE: CCMG – Notification of Contractor Award & Request for CCMG Funds

Dear INDOT:

This letter serves as notification that we have secured and awarded the Community Crossing Matching Grant project listed below to a Contractor. Per the CCMG Agreement with INDOT we were awarded \$89,998.50.

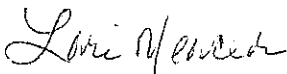
Des. Number:	2100539	
Project Description:	HMA Overlay Minor Structural on W 350 S from Lincoln Trail Crosswalk to US 421 and Fairview Rd from Greenway Avenue to CR 500 S	
Contractor Name:	Rieth-Riley Construction Company, Inc.	
Contractor Bid Amount:	Bid for each road is listed below:	
	W 350 S from Lincoln Trail Crosswalk to US 421	\$ 61,646.35
	Fairview Rd from Greenway Ave to CR 500 S	\$ 62,474.10
Total Contract Bid Amount:	\$124,120.45	
Ineligible Costs:	\$0.00	
Total Eligible Costs:	\$124,120.45	
Funding Match Amount:	\$34,121.95 (\$124,120.45 minus awarded \$89,998.50)	
Amount of Funds Requested:	\$89,998.50	

We are providing the following legible copies as supporting documentation:

1. Copy of secured Material Bid showing Vendor and unit cost for material being supplied, OR Copy of executed LPA Contractor Construction Contract
2. Copy of executed Contractor's Bid for Public Work -- Form 96, AND
3. Copy of Detailed Cost Estimate, OR
4. Copy of accepted Itemized Bid Proposal.

If additional information is required, please feel free to contact us.

Sincerely,



Lori Mercer  
Clerk-Treasurer  
Town of Westville

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PROGRESS from WORK ■ WORK from PLANNING ■ PLANNING from THOUGHT

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## CONTRACT

This Contract made this 22<sup>nd</sup> day of July, 2021, by and between the, Town of Westville, Indiana, by and through its Town Council, hereinafter called "Owner", and Rieth Riley Construction Company, Inc hereinafter called "Contractor."

WITNESSED: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and fully complete the "2021 Street Resurfacing/Improvement Project."
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Project Documents and will complete the Contract work in accordance with the Schedule presented in his Bid, unless the period for completion is extended by the Owner. Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of \$500.00 for each consecutive calendar day of delay in completing the Contract work after expiration of the time herein specified for its completion including any approved extensions of time because of unavoidable delay.
4. The Contractor agrees to perform all of the Work described in the Project Documents and to comply with the terms therein for the sum of One Hundred Twenty Four Thousand One Hundred Twenty Dollars 45 cents (\$124,120.45) as shown in the Bid dated July 7, 2021.
5. The term "Project Documents" means and includes the following:
  - Invitation to Bid
  - Bid
  - General Bid for Public Work Form 96 including Non-Collusion
  - Affidavit of Compliance with Indiana Immigration Law and Certification of Not Being Engaged in Investment Activities in Iran
  - Notice of Award
  - Contract
  - Notice to Proceed
  - Bonds and Insurance
  - Town of Westville Responsible Bidder Ordinance
  - Performance Bond
  - Labor and Materials Bond
  - Guarantees
  - Insurance
  - Addenda
  - Additional Articles
  - Project Manual including the Specifications
  - Plans

Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

Any and all other documents or papers included or referred to in the foregoing documents.

6. The Owner will pay the Contractor in the manner and at such times and in such amounts as required by the Project Documents.
7. In case any action at law or suit in equity is brought against the Owner or any officer or agent thereof, including the Engineer, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the Contractor or his subcontractors, workmen, or suppliers or machinery and parts thereof, equipment, power, tools, and supplies incurred in the fulfillment of the Contract, the Contractor shall defend, indemnify and save harmless the Owner, and officers and agents of the Owner, including the Engineer, or and from all losses, damages, costs, including attorney fees, expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
8. The Contractor (if a Corporation) hereby certifies that it is a  
 Corporation chartered under the laws of the State of Indiana, or  
 A foreign Corporation registered to do business in the State of Indiana.

(The contractor shall check the applicable box.)

9. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign, sublet or transfer the contract in whole or in part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder without the prior written consent of Owner, and any attempted assignment hereunder without the previous written consent of Owner shall be void.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives, this Contract, in Three (3) copies each of which shall be deemed an original, on the date first above written.

ATTEST:

Lori Mercer  
(Signature)

Lori Mercer  
(Printed or Typed Name)

Clerk - Treasurer  
(Title)

If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

State of IN)

County of LaPorte)

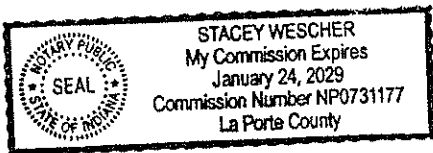
Before me the undersigned, a Notary public for LaPorte County, State of Indiana, Stacey Wescher personally appeared and acknowledged the execution of the foregoing instrument this 22 day of July, 2021.

(Signature) Stacey Wescher  
Notary Public

(SEAL)

Stacey L Wescher  
(Printed or Typed Name)

My Commission Expires: Jan 24, 2029



End of Section

OWNER:

Westville Town Council  
Town of Westville, Indiana

By Michael Albert  
(Signature)

(SEAL)

Michael Albert

(Printed or Typed Name)

Town Council President  
(Title)

ATTEST:

Lori Mercer  
(Signature)

Lori Mercer  
(Printed or Typed Name)

Clerk-Treasurer  
(Title)

CONTRACTOR:

Rieth-Riley Co., Inc

By [Signature]  
(Signature of Authorized Representative)

(SEAL)

Carlos Delgado  
(Printed or Type Name of Authorized Representative)

Project Estimator  
(Title)

## FORM OF PROPOSAL

### 2021 STREET RESURFACING/IMPROVEMENT PROJECT

1. To the Town of Westville, Town Council, hereinafter called "Owner," for the "2021 Street Resurfacing/Improvement" Project.
2. The Undersigned, declares as follows:
  - a. The only parties interested in this Bid as Principals are named herein;
  - b. This Bid is made without collusion with any other person, firm, or corporation;
  - c. No officer, agent, or employee of the Owner is directly or indirectly interested in this Bid;
  - d. The bidder has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and he has carefully read and examined the Project Documents comprised of the Project Manual and Plans, the proposed Contract, and knows and understands the terms and provisions thereof;
  - e. The bidder understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Plans or in any of the Project Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Project Documents or otherwise obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this quotation and;
  - f. The bidder understands that the quantities of work tabulated in this Bid or indicated in the Project Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
3. The undersigned, agrees that, if this Bid is accepted, he will contract with the Owner, as provided in the Project Documents, this Form being part of said Project Documents, and that he will perform all the work and furnish all the materials apparatus, appliances, tools, supplies and all other things required by the Project Documents in the manner and within the time therein prescribed and according to the requirements therein set forth, and that he will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the Itemized Schedule.
4. All entries in the entire Bid must be made clearly and in ink or typing. Contractors shall insert extended item prices obtained from quantities and unit prices. In the event of mathematical errors in the Quotation, the total will be the corrected sum of: (1) the lump sum prices as quoted, and (2) the product of the written unit prices as quoted multiplied by the quantities stated.
5. As a part of the Bid, the Contractor shall complete the following Itemized Schedule, including in the appropriate item, all project costs associated with the item including equipment, materials, bonds, insurance policies, and other miscellaneous costs. A price for each item fairly reflecting the cost of that item must be provided such that the total of all items shall equal the total price bid.



## 2021 STREET RESURFACING/IMPROVEMENT PROJECT

### Itemized Bid Schedule

**Section A: CR 350 S from US 421 to Lincoln Trail Crosswalk**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A1	Milling, Asphalt, 4.0 in.	3046	SYS	\$2.85	\$8,681.10
A2	Subgrade Treatment, IC	146	SYS	\$40.00	\$5,840.00
A3	HMA, Surface, 9.5mm	251	TON	\$83.00	\$20,833.00
A4	HMA, Intermediate, 19.0mm	419	TON	\$62.75	\$26,292.25
Section A Total					\$61,646.35

**Section B: Fairview St. from Greenway Ave. to CR 500 S**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
B1	Milling, Asphalt, 4.0 in.	3411	SYS	\$2.85	\$9,721.35
B2	HMA, Surface, 9.5mm	281	TON	\$83.00	\$23,323.00
B3	HMA, Intermediate, 19.0mm	469	TON	\$62.75	\$29,429.75
Section C Total					\$62,474.10

Total Bid Amount	\$124,120.45
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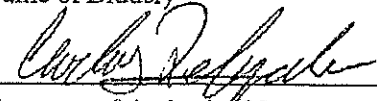
6. In submitting this Bid, it is understood that the Owner reserves the right to reject any and all quotations, or award separate Divisions to separate Bidders. It is agreed that this quotation may not be withdrawn for a period of 60 days from the opening thereof.
7. The Undersigned, further agrees that for extra work, if any, performed in accordance with the terms and provisions of the Project Documents, he will accept compensation as stipulated therein in full payment for such extra work.
8. If the Bidder is awarded the Contract for this work, the undersigned agrees to begin and complete the work within the timeframe listed below\*:

	Begin Construction within the following calendar days after the Notice to Proceed	Project Completion
Division 1	28 Days	November 20, 2021

\*This Schedule assumes Notice to Proceed is issued by September 7, 2021.

9. Liquidated damages for each calendar day of delay in completion shall be five hundred per Day (\$500.00), for each Division of the work.
10. If the Owner shall accept this Bid by issuing a Notice of Award to the Bidder, the Bidder will duly execute and acknowledge the contract and furnish, duly executed and acknowledged, the required contract bonds and certificates of insurance and deliver same to the Owner within ten (10) days after Notice of Award is delivered to Bidder. The Owner on receipt of same will execute the Contract and return to the Bidder a copy thereof.
11. Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the security.
12. This Bid encompasses Addenda number(s) na of which a signed copy is submitted with this Quote. (To be filled in by Bidder if Addenda are issued).
13. By submittal of this Bid, Bidder agrees with the Owner that the amount of the security deposited with this Bid fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

14. RIETH-RILEY CO., INC.  
(Name of Bidder)

By   
(Signature of Authorized Representative)

PROJECT ESTIMATOR  
(Title of Authorized Representative)

PO BOX 1828 LAPORTE, IN.  
(Business Address)

Date 07/07/2021

15. The Bidder is a [ ] sole proprietorship, [ ] partnership, or [X] corporation incorporated in the State of INDIANA.

If the Bidder is a corporation, affix corporate seal and give the names of its president, treasurer, and general manager if any; if a partnership, give full names and residential addresses of all partners; and if a sole proprietorship, give residential address if different from business address; if a joint venture, each member firm shall give the information required as listed hereinbefore as if the member was acting individually. If the Provider is a joint venture and additional signature blocks are required the Provider shall attach supplementary pages to the Quotation with the required signatures and identifications.

16. Name and address of corporate officers, partners, or individual as required above:

SEE ATTACHED

Name

Address

Name

Address

Name

Address

Name

Address

17. all partners in the partnership who own a 10% or greater interest therein, are as follows:

Name

Address

Name

Address

Name

Address

18. The Bidder must complete and submit with the bid, the following list of all firms to be employed in performing the work on this Project. This list may not be altered or added to without the written consent of the Owner. FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH THE BID MAY SUBJECT THE BID TO REJECTION.

<u>Subcontractor</u>	<u>Address</u>	<u>Class of Work to be Performed</u>	<u>Estimated dollar volume of Work to be Performed by Subcontractor</u>
Javelina Co., Inc.	13376 Britton Park Rd.	Milling	\$6,500.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

End of Section



**CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**

State Form 52414 (R / 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): July 7, 2021

1. Governmental Unit (Owner): TOWN OF WESTVILLE

2. County : LAPORTE COUNTY

3. Bidder (Firm): RIETH-RILEY CONSTRUCTION CO., INC.

Address: PO BOX 1828

City/State/ZIPcode: LAPORTE, INDIANA 46352

4. Telephone Number: 219-362-6178

5. Agent of Bidder (if applicable): CARLOS DELGADO

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2021 STREET RESURFACE/IMPROVEMENT PROJECT

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

SEE ATTACHED \$ SEE ATTACHED

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 \$100,000 or more – IC 36-1-12-4)

Governmental Unit: TOWN OF WESTVILLE

Bidder (Firm): RIETH-RILEY CONSTRUCTION CO., INC.

Date (month, day, year): July 7, 2021

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
\$ 41,008,016.00	Asphalt Pavement	2020	INDOT, 100 N. Senate Ave., Indianapolis, IN 46204
\$ 39,208,121.00	Combo Job No Asphalt	2021	Indianapolis Public Transportation Corp - 1501 W. Washington St. Indianapolis, IN 46222
\$ 34,761,346.00	Bridges	2020	INDOT, 100 N. Senate Ave., Indianapolis, IN 46204
\$ 21,502,318.00	Asphalt Pavement	2020	INDOT, 100 N. Senate Ave., Indianapolis, IN 46204

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
\$ 181,001,711.00	Asphalt Pavement & Bridges	2025	INDOT, 100 N. Senate Ave., Indianapolis, IN 46204
\$ 61,168,876.00	Asphalt Overlay Construction	2021	ITR Concession Company LLC - 3200 Cassopolis St., Elkhart IN 46514
\$ 61,112,626.00	Asphalt Overlay Construction	2021	ITR Concession Company LLC - 3200 Cassopolis St., Elkhart IN 46514
\$ 31,685,314.00	Interchange Construction	2021	City of Carmel-1 Civic Square, City Hall, Carmel IN 46032

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.

AM General Corporation 105 North Niles Ave., South Bend, IN 46617

Tonn and Blank Inc. 1623 Greenwood Ave., Michigan City, IN 46360

Duke Construction Management 600 East 96th Street, Suite 100, Indianapolis, IN 46240

Ford Motor Company 20400 Oakwood Blvd, Dearborn, MI 48124

Pepper Construction Co. of IN 1850 Wet 15th St., Indianapolis, IN 46202

#### 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 plan to move in and stay on site to complete the job.

Full crews will be utilized to finish the job.

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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 1610 Genesis Dr., LaPorte, IN 46350 Seed & Erosion Control

C-Tech Corporation 5300 W. 100 North, Boggstown, IN 46110 Guardrail

Roadsafe Traffic Systems 811 N. Industrial Blvd., Crown Point, IN 46307 Traffic Control

Charles Hendricks & Assoc. 512 Lincolnway, LaPorte, IN 46350 Construction Engineering

Mid America Milling 6200 E. Hwy 62, Bldg 2501, Suite 400, Jeffersonville, IN 47130 Milling

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.

Complete subcontractor list to be presented upon award.

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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.

See attached list with the bid package

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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.

Rieth-Riley received quotations from material suppliers

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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.



SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at LAPORTE, IN this 7TH day of JULY, 2021

RIETH-RILEY CONSTRUCTION CO., INC.  
*(Name of Organization)*

By: *Carlos Delgado*

CARLOS DELGADO ESTIMATOR  
*(Title of Person Signing)*

ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) ss  
COUNTY OF LAPORTE )

Before me, a Notary Public, personally appeared the above-named CARLOS DELGADO and swore that the statements contained in the foregoing document are true and correct.

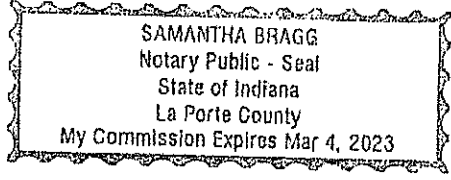
Subscribed and sworn to before me this 7TH day of JULY, 2021.

*Samantha Bragg*  
*Notary Public*

My Commission Expires: March 4, 2023

Samantha Bragg

County of Residence: LAPORTE



BID OF

RIETH-RILEY CONSTRUCTION CO., INC.

(Contractor)

PO BOX 1828

(Address)

LAPORTE, IN 46352

FOR

PUBLIC WORKS PROJECTS

OF

TOWN OF WESTVILLE

2021 STREET RESURFACE/IMPROVEMENT PROJECT

Filed \_\_\_\_\_,

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