



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

August 11, 2026

Ruben Alvarado
Rieth-Riley Construction Co., Inc.
25200 State Road 23
South Bend, IN 46614
ralvarado@rieth-riley.com

RE: Project Completion Affidavit – Youth Services Bureau/South Bend Thrive
Subdivision and Off-Site Improvements – Project No. 123-011

Dear Ruben:

At its August 11, 2026 meeting, the Board of Public Works approved the Project Completion Affidavit for this project in the amount of \$3,546,311.69.

A copy of the Project Completion Affidavit is enclosed for your records.

Sincerely,
/s/Hillary Horvath
Hillary Horvath, Clerk

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS
PROJECT COMPLETION AFFIDAVIT**



PROJECT NAME Youth Services Bureau/South Bend Thrive Subdivision and Off-Site Improvements
PROJECT NO. 123-011 FINAL COST \$3,546,311.69
CONTRACT 09-26-2023 MAINTENANCE AGREEMENT ENDS 05-31-2028
SIGNED _____
PROJECT _____
DESCRIPTION Construction of subdivision roadway, sidewalks, water main, sewer main, and storm water main, and storm water retention basins. Off-site improvements: Sorin Park restoration work & water main tie-in at McKinley Avenue

WITNESSETH:

The work under the above contract between the City of South Bend and the undersigned contractor having been completed, the City of South Bend, its officials and agents are hereby released from all claims and demands whatsoever arising under or by such contract, and that the contractor performed the work within the scope of the Specifications and Standards of the City of South Bend which were a part of the above Contract.

Executed this 10th day of June, 2026.

Ruben Alvarado
Signature
Ruben Alvarado
Printed Name

Rieth-Riley Construction Company
Company Name
25200 State Road 23
Company Address
South Bend, IN 46614
City/State/Zip

WITNESSES

Before me, the undersigned Notary Public in and for said country and state, personally appeared Ruben Alvarado, and acknowledged his/her signature to the above Project Completion Affidavit on the 10th day of June, 2026.

Rachael Ellis
Notary Signature
Rachael Ellis

My Commission Expires 10/03/2030

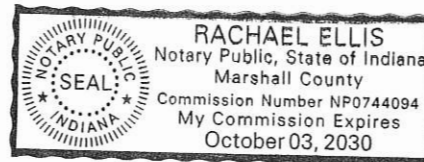
Printed Name

County of Residence Marshall

If the Contractor is a corporation, the following certificate will be executed.

I, Matt Hostetler, certify that I am Secretary of the Corporation executing this release; that Ruben Alvarado who signed this release on behalf of the contractor was then Sales Manager of said Corporation; that said release was duly signed for and on behalf of said Corporation by Authority of its governing body, and is within the scope of corporate powers:

Matt Hostetler
Secretary's Signature
Matt Hostetler, Office Manager
Printed Name



Corporate Seal

DEPARTMENT OF PUBLIC WORKS APPROVAL

This project is acceptable for final approval and we recommend to the Board of Public Works that it be ordained so.

Jacob M. Klosinski Date: 08-04-2026
Construction Manager

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

Elizabeth A. Maradiak, President

Murray L. Miller

Murray L. Miller, Member

Abigail E. Magas, P.E.

Abigail E. Magas, Member

Joseph R. Molnar, Vice President

Breana N. Micou

Breana N. Micou, Member

Hillary R. Horvath

Attest: Hillary R. Horvath, Clerk

Date: August 11, 2026



INTER-OFFICE MEMORANDUM

DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING

TO: Hillary Horvath, Clerk
Board of Public Works

FROM: Jacob M. Klosinski, PE, Assistant City Engineer

SUBJECT: Project Completion Affidavit
123-011 Youth Services Bureau & South Bend Thrive Subdivision and
Offsite Improvements.

DATE: August 4, 2026

The Division of Engineering recommends the Board of Public Works accept and approve the Project Completion Affidavit and closeout documents for Project No. 123-011 Youth Services Bureau & South Bend Thrive Subdivision and Offsite Improvements. Rieth-Riley Construction Company has completed all work required by the contract.

PROJECT COST SUMMARY

Original Contract:	\$3,326,371.59
Change Order No. 1	\$ 120,499.45 (Increase 3.62%)
Change Order No. 2	\$ 90,378.77 (Increase 2.72%)
Change Order No. 3	\$ 9,061.88 (Increase 0.27%)
Total Increase to Contract for Change Orders:	\$ 219,940.10
Total Increase in Percentage from Original Contract:	6.61%
Final Contract Amount:	\$3,546,311.69

M/WBE Goals were met for this project. Change order work previously approved through the Board of Public Works included minor scope modifications that adjusted the value of M/WBE work for one electrical subcontractor and one landscape restoration subcontractor.

All closeout documents have been submitted except for the 10% Maintenance Bond (which should be delivered by the time the Board meets on August 11, 2026).

Contact Jacob M. Klosinski at the Division of Engineering at Ext. 9496 for questions regarding this project and Agenda Request.

FINAL WAIVER OF LIEN

Ruben Alvarado being duly sworn that he/she is the Sales Manager
(Name of Officer) (Title)

of Rieth-Riley Construction Co., Inc having contracted with City of South Bend
(Subcontractor/Supplier) (Contractor)

to furnish certain materials and/or labor as follows: Asphalt Paving
(Description)

for a project known as Youth Services Bureau/South Bend Thrive Subdivision and Off-Site Improvements
(Name of Project)

located at Thrive Subdivision

and owned by City of South Bend
(Owner)

and does hereby further state on the behalf of the aforementioned subcontractor/supplier:

FINAL WAIVER that the final balance due from the contractor is the sum of

One hundred seventy-three thousand, nine hundred thirty-six 55/100 (\$ \$173,936.55)
(Amount Written Out)

- ☐ receipt of which is hereby acknowledged; or
☒ the payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien which shall become effective only upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all liens or claims whatsoever on the above-described property and improvements thereon an account of labor or material or both, furnished b the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certified that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this Affidavit and Waiver of Lien.

Date 06/10/2026

Rieth-Riley Construction Co., Inc
(Firm)

By *Ruben Alvarado*
(Authorized Representative)

STATE OF Indiana)
) SS:
St. Joseph COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Ruben Alvarado and acknowledged the execution of the foregoing Waiver of Lien.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 10th
June 20 26

My Commission Expires: 10/03/2030

Rachael Ellis
Notary Public Signature

Residing in Marshall County Marshall Rachael Ellis
Public Name



**MAINTENANCE
BOND**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No.: 108524177

KNOWN ALL BY THESE PRESENTS: That we Rieth-Riley Construction Co., Inc.,
as Principal, and Travelers Casualty and Surety Company of America, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto City of South Bend, as Obligee, in the
total sum of Three Hundred Fifty Four Thousand Six Hundred Thirty One and 17/100
U.S. Dollars (\$354,631.17) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated September 26, 2023 for
Project No. 123-011, Youth Services Bureau/South Bend Thrive Subdivision and Off-Site Improvements
_____. ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of One (1) year(s) from the date of completion and acceptance of the work
performed under the Contract (the "Maintenance Period"), then this obligation shall be void;
otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 3rd day of August, 2026.

(Principal)
Rieth-Riley Construction Co., Inc.
By: [Signature]

Travelers Casualty and Surety Company of America
By: [Signature]
Karolynne Ramirez, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint KAROLYNNE RAMIREZ of UNIONDALE, NEW YORK, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026**.



State of Connecticut

City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**




Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

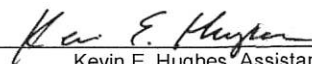
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **August, 2026**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date: 08-04-2026
Name: **Jacob M. Klosinski, P.E.** Department of Public Works – Engineering Division
BPW Date: 08-11-2026 Phone Extension: _____

Required Prior to Submittal to Board

BPW Attorney	X	Attorney Name	Michael Schmidt
Dept. Attorney	☒	Attorney Name	<u>Michael Schmidt</u>
Purchasing	☒	<u>Mickey Lovy</u>	

Check the Appropriate Item Type – Required for All Submissions

☐ Professional Services Agreement	☐ Contract	☐ Proposal
☐ Open Market Contract	☐ Amendment/Addendum	☐ Special Purchase, QPA
☐ Bid Opening	☐ Bid Award	☐ Req. to Advertise ☐ Title Sheet
☐ Quote Opening	☐ Quote Award	☐ Reject Bids/Quotes
☐ Proposal Opening	☐ C/O & PCA No. _____	☒ PCA
☐ Chg. Order, No. _____	☐ Traffic Control	☐ Resolution
☐ Other: _____		☐ Ease./Encroach

Required Information

Company or Vendor Name	Rieth-Riley Construction (V-00001411)
New Vendor	☐ Yes ☐ If Yes, Approved by Purchasing
	☒ No
MBE/WBE Contractor	☐ MBE ☐ WBE
	Completed E-Verify Form Attached ☐ Yes ☐ No
Project Name	Youth Services Bureau / South Bend Thrive Subdivision and Off-site Improvements
Project Number	DFO PROJ-00000465; BPW Project No. 123-011; PO-0029777
Funding Source	_____
Account No.	_____
Amount	_____
Terms of Contract	_____
Special Contract Provisions	
Purpose/Description	The Division of Engineering recommends the Board of Public Works accept and approve the Project Completion Affidavit and closeout documents for the subject project. All work is complete and the Division of Engineering recommends the release of retainage to Rieth-Riley Construction.

For Change Orders Only

Amount of	☐ Increase	\$ _____
	☐ Decrease	(\$ _____)
Previous Amount		\$ _____
	Increase	_____ %
Current Percent of Change:	Decrease	(_____ %)
New Amount		\$ _____
	Increase	_____ %
Total Percent of Change:	Decrease	(_____ %)
Time Extension Amount:		_____
New Completion Date:		_____