



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. August 24, 2020

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 Jeremy Stutsman

Changes to Agenda

PROMOTIONS

- (1) Lucas L. Mason to Fire Sergeant
(Sink)

- (2) Matthew L. White to Private First Class
(Sink)

AWARD BIDS

- (3) Leaf Vacuum Purchase, Solicitation #Q20-04-005 and
Agreement with BEC Enterprises LLC, d/b/a Brown Equipment Company
(Marks)

- (4) Douglas, Reynolds & 16th St. Reconstruction, PN: 2020-0017, to HRP Construction
(Sailor)



CHANGE ORDERS

- (5) 2020 Concrete Paving Project, JN: 2020-0002
(Sailor)
- (6) No. 1 for East Goshen Water Main Replacement, JN: 2019-0037
(Sailor)

AGREEMENTS AND CONTRACTS

- (7) Donation Agreement for Trailer, Goshen PD and Lippert Components
(Marks)

CLOSURE / USE REQUESTS

- (8) Parking Lot Use for Interra Shred-It Days, Oct. 23-24
(Scharf)
- (9) Parking Lot Closure for Site Remediation, JN: 2011-0035, Sept. 10-25
(Sailor)
- (10) North Main St. Closure for Improvements, JN: 2016-0020, Aug. 1 – Nov. 4
(Sailor)
- (11) Waste Container Placement, Two Parking Spaces Lot B, Aug. 26 for 2 weeks
(Sailor)



RESOLUTIONS

- (12) Resolution 2020-28: Interlocal Memorandum of Understanding for 2020
Edward Byrne Memorial Justice Assistance Grant
Formula Program Award

(Marks)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

August 17, 2020

To: Board of Works and Public Safety

RE: Promotion of Lucas L. Mason to Fire Sergeant

From: Fire Chief Danny Sink

Lucas Mason has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Lucas to the rank of Fire Sergeant for the Goshen Fire Department retroactive to August 21, 2020. Thank you



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
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August 17, 2020

To: Board of Works and Public safety

RE: Promotion of Matthew L. White to Private First Class

From: Fire Chief Danny Sink

Matthew White will completed his probationary year at GFD as of August 19, 2020. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Matthew be promoted to Private First Class for the Goshen Fire Department, retroactive to August 19,2020. Thank you.

Respectfully,

A handwritten signature in black ink that reads "Danny Sink". The signature is written in a cursive, flowing style.



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

August 24, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Award Quote for Purchase of Leaf Vacuum and Agreement with BEC Enterprises LLC, dba Brown Equipment Company

The City solicited sealed quotes for the purchase of a leaf vacuum and optional items in accordance with Indiana Code § 5-22-8-3.

Below is a summary of the quotes submitted:

	BEC Enterprises LLC dba Brown Equipment Company 10603 Majic Port Lane Fort Wayne, IN 46899	Best Equipment Co., Inc. 5550 Poindexter Dr. Indianapolis, IN 46235
1. 2020 Leaf Vacuum	\$69,940.00	\$89,635.00
2. Hydraulic Jack	\$1,825.00	\$1,785.00
3. Spare Tire and Wheel	\$585.00	\$375.00
4. Trade-in allowance for 1995 American Roads, Model ALC	(\$9,500.00)	(\$5,000.00)

The Street Department would like to purchase the leaf vacuum and spare tire and wheel, and trade-in the 1995 American Roads, Model ALC, for a total purchase price of \$61,025 from BEC Enterprises LLC, dba Brown Equipment Company. The same purchase from Best Equipment Co., Inc. would be \$85,010.

Suggested motions:

Move to award the quote for purchase of the leaf vacuum and spare tire and wheel, and trade-in the 1995 American Roads, Model ALC, for a total purchase price of \$61,025 to BEC Enterprises LLC dba Brown Equipment Company as the lowest responsible and responsive quoter.

Move to approve and execute the Agreement with BEC Enterprises LLC dba Brown Equipment Company for purchase of the leaf vacuum and spare tire and wheel, and trade-in the 1995 American Roads, Model ALC.

CONTRACT

LEAF VACUUM PURCHASE SOLICITATION NO. Q20-04-005

THIS CONTRACT is made and entered into on this ____ day of _____, 2020, by and between the **City of Goshen, Indiana** by the Goshen Board of Public Works and Safety, hereinafter referred to as “City,” and **BEC Enterprises, LLC, dba Brown Equipment Company**, hereinafter referred to as “Supplier.”

WITNESSETH, that the City and the Supplier mutually agree as follows:

SCOPE OF PURCHASE

The Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the “Leaf Vacuum Purchase, Q20-04-005” in accordance with and as described in further detail in this contract and in the Specification Documents the terms of which are incorporated by reference. The scope of the purchase shall include the purchase of:

- (1) 2020 American Road Machinery Company Vacuum Leaf and Debris Collector, as specified by City and quoted by Supplier
- (2) Spare tire and wheel, as specified by City and quoted by Supplier

In addition, Supplier shall also accept the City’s trade-in of a 1995 American Roads Machinery, Model ALC, VIN 1A9SC233XRM274060, and apply the trade-in allowance to the purchase price.

In the event of a conflict between a provision in the Specification Documents and the Supplier’s quote, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision the Supplier’s quote or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

- (1) Supplier’s Itemized Quote;
- (2) Non-Collusion Affidavit; and
- (3) Notice to proceed

Supplier shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

DELIVERY

The goods, materials and/or equipment to be purchased for this project shall be delivered within one hundred twenty (120) days from receipt of a notice to proceed from the City.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Supplier for the goods, materials and/or equipment provided, including the trade-in allowance, provided in this contract in accordance with the Supplier’s itemized quote as shown below for the sum of Sixty-one Thousand Twenty-five Dollars (\$61,025).

2020 Leaf Vacuum	\$69,940.00
Spare Tire and Wheel	\$585.00
Trade-in Allowance for 1995 American Roads, Model ALC	<u>(\$9,500.00)</u>
Total Purchase Price	<u>\$61,025.00</u>

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to the following address for payment:

City of Goshen, Indiana
c/o Goshen Street Department
475 Steury Avenue
Goshen, IN 46528

Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check. Any payment made by the City before final acceptance of the goods, supplies, materials and/or equipment shall not affect the obligation of the Supplier to repair or replace any defective parts.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence. In the event delivery of the goods, materials and/or equipment is not made within the time set forth in this contract, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day’s delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

INDEPENDENT CONTRACTOR STATUS

Supplier shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Supplier or its agents, employees, or subcontractors of the Supplier.

NON-DISCRIMINATION

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant will be a material breach of the contract.

INDEMNIFICATION

The Supplier agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence such as natural disaster or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

DEFAULT

It shall be mutually agreed that if Supplier fails to perform the work, provide the goods, materials and/or equipment or comply with the provisions of this Contract and the Specification Documents or fails to fulfill any warranty, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs.

If Supplier fails to provide the goods, supplies, materials and/or equipment or comply with the provisions of this Contract, then Supplier may be considered in default.

Supplier may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.

- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the goods, supplies, materials and/or equipment under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

TERMINATION

The parties may terminate this contract under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for goods, materials and/or equipment provided and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier 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 goods, supplies, materials and/or equipment in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.
- (3) 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.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties and approved by Board of Public Works and Safety. Any modification or amendment to the terms and conditions of the contract 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.

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.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Address for notices to Supplier: BEC Enterprises, LLC
dba Brown Equipment Company
Attention: Steve Lacy, Registered Agent
2501 S. Kentucky Avenue
Evansville, IN 47714

with a copy to: BEC Enterprises, LLC
dba Brown Equipment Company
10603 Majic Port Lane
Fort Wayne, IN 46899

APPLICABLE LAWS

The Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

MISCELLANEOUS

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.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract.

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.

AUTHORITY TO BIND SUPPLIER

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Supplier.

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

BEC Enterprises, LLC
dba Brown Equipment Company

Jeremy P. Stutsman, Mayor

Scott Brown, Director of Operations

Date: _____

Michael Landis, Member

Mary Nichols, Member

Date: August 24, 2020



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **DOUGLAS, REYNOLDS & 16TH STREETS RECONSTRUCTION
(JN: 2020-0017)**

DATE: August 24, 2020

On August 17, 2020, we received bids for the Douglas, Reynolds & 16th Streets Reconstruction project. Following are the results:

HRP Construction - \$879,340.85
Rieth- Riley Construction - \$925,478.35
C&E Excavating - \$965,445.00
Niblock Excavating - \$979,917.00
Phend & Brown - \$1,063,431.50
Walsh & Kelly - \$1,116,550.00

A copy of the bid tab is attached.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to HRP Construction as the lowest responsive and responsible bidder.

Requested Motion: Approve Agreement with HRP Construction for the Douglas, Reynolds and 16th Streets Reconstruction for \$879,340.85.

DOUGLAS, REYNOLDS & 16TH STREETS RECONSTRUCTION - JN: 2020-0017

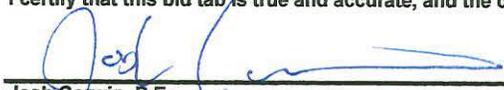
MATERIAL BID TAB

BID DUE DATE - AUGUST 17, 2020

BASE BID

Item No.	Est. Quantity	Unit	Description	HRP Construction		Rieth-Riley		C&E Excavating		Niblock Excavating		Phend & Brown		Walsh & Kelly	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$8,500.00	\$8,500.00	\$32,185.00	\$32,185.00	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$53,100.00	\$53,100.00	\$43,681.40	\$43,681.40
2	1	LSUM	Construction Engineering & Record Dwg	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$25,200.00	\$25,200.00	\$20,500.00	\$20,500.00	\$14,150.00	\$14,150.00	\$6,700.00	\$6,700.00
3	1	LSUM	Construction Notice Board	\$1,000.00	\$1,000.00	\$1,635.00	\$1,635.00	\$500.00	\$500.00	\$700.00	\$700.00	\$600.00	\$600.00	\$500.00	\$500.00
4	1	LSUM	Erosion & Sediment Control	\$10,000.00	\$10,000.00	\$6,764.00	\$6,764.00	\$20,000.00	\$20,000.00	\$4,750.00	\$4,750.00	\$8,000.00	\$8,000.00	\$13,600.00	\$13,600.00
5	1	LSUM	Traffic Control	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$9,200.00	\$9,200.00	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00
6	1	LSUM	Clearing of Right-of-Way	\$1,500.00	\$1,500.00	\$35,000.00	\$35,000.00	\$21,576.00	\$21,576.00	\$8,050.00	\$8,050.00	\$23,500.00	\$23,500.00	\$35,000.00	\$35,000.00
7	11,200	SYD	Pavement Removal, All Types	\$5.00	\$56,000.00	\$5.00	\$56,000.00	\$3.70	\$41,440.00	\$5.05	\$56,560.00	\$4.00	\$44,800.00	\$3.50	\$39,200.00
8	6,485	LFT	Curb Removal, All Types	\$2.00	\$12,970.00	\$2.00	\$12,970.00	\$3.00	\$19,455.00	\$3.90	\$25,291.50	\$3.50	\$22,697.50	\$6.40	\$41,504.00
9	1	LSUM	Site Grading	\$46,300.00	\$46,300.00	\$59,000.00	\$59,000.00	\$53,250.00	\$53,250.00	\$76,000.00	\$76,000.00	\$90,000.00	\$90,000.00	\$119,300.00	\$119,300.00
10	100	CYD	Common Excavation	\$50.00	\$5,000.00	\$54.00	\$5,400.00	\$55.00	\$5,500.00	\$17.65	\$1,765.00	\$22.00	\$2,200.00	\$30.00	\$3,000.00
11	100	CYD	B-Borrow	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$32.50	\$3,250.00	\$24.85	\$2,485.00	\$24.30	\$2,430.00
12	2	EA	Ex. Water Main Adjustment at Storm Str.	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,400.00	\$10,800.00	\$3,150.00	\$6,300.00	\$6,300.00	\$12,600.00	\$5,130.00	\$10,260.00
13	3	EA	Fire Hydrant Assembly	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$4,000.00	\$12,000.00	\$5,250.00	\$15,750.00	\$5,700.00	\$17,100.00	\$6,100.00	\$18,300.00
14	1	EA	Install DI Tee, 6"x6"x6"	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$3,400.00	\$3,400.00	\$1,350.00	\$1,350.00	\$5,300.00	\$5,300.00	\$4,850.00	\$4,850.00
15	1	EA	Remove Existing 6"x6"x6" Tee	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,775.00	\$1,775.00	\$265.00	\$265.00	\$6,820.00	\$6,820.00
16	14	EA	Casting Adjustment	\$250.00	\$3,500.00	\$500.00	\$7,000.00	\$250.00	\$3,500.00	\$375.00	\$5,250.00	\$540.00	\$7,560.00	\$1,140.00	\$15,960.00
17	1	EA	Storm Doghouse, 60" w/ Casting	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$5,300.00	\$5,300.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00
18	3	EA	Storm Manhole, 48" w/ Casting	\$4,500.00	\$13,500.00	\$4,500.00	\$13,500.00	\$2,450.00	\$7,350.00	\$2,250.00	\$6,750.00	\$4,100.00	\$12,300.00	\$3,570.00	\$10,710.00
19	5	EA	Storm Catch Basin, 48" w/ Casting	\$4,000.00	\$20,000.00	\$4,000.00	\$20,000.00	\$2,750.00	\$13,750.00	\$2,750.00	\$13,750.00	\$6,000.00	\$30,000.00	\$4,820.00	\$24,100.00
20	2	EA	Storm Catch Basin, 48", Epoxy Coating	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$8,500.00	\$17,000.00	\$7,450.00	\$14,900.00	\$10,200.00	\$20,400.00	\$6,340.00	\$12,680.00
21	5	EA	Storm Catch Basin, 30" w/ Casting	\$2,900.00	\$14,500.00	\$2,900.00	\$14,500.00	\$2,100.00	\$10,500.00	\$2,200.00	\$11,000.00	\$3,300.00	\$16,500.00	\$2,650.00	\$13,250.00
22	1	EA	Storm Inlet, 30" w/ Casting	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,700.00	\$1,700.00	\$1,625.00	\$1,625.00	\$2,500.00	\$2,500.00	\$2,230.00	\$2,230.00
23	2	EA	Storm Inlet, 30", Epoxy Coating	\$4,500.00	\$9,000.00	\$4,500.00	\$9,000.00	\$4,400.00	\$8,800.00	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$4,230.00	\$8,460.00
24	554	LFT	Storm Sewer, RCP, Class III, 15"	\$29.00	\$16,066.00	\$29.00	\$16,066.00	\$33.50	\$18,559.00	\$37.75	\$20,913.50	\$65.00	\$36,010.00	\$40.00	\$22,160.00
25	239	LFT	Storm Sewer, RCP, Class III, 12"	\$28.00	\$6,692.00	\$28.00	\$6,692.00	\$40.00	\$9,560.00	\$32.75	\$7,827.25	\$63.00	\$15,057.00	\$40.00	\$9,560.00
26	53	LFT	Storm Sewer, DI, Class 50, 12"	\$75.00	\$3,975.00	\$75.00	\$3,975.00	\$78.00	\$4,134.00	\$67.25	\$3,564.25	\$89.00	\$4,717.00	\$88.00	\$4,664.00
27	4	EA	Replace Ex. Flat Casting w/ Curb Casting	\$850.00	\$3,400.00	\$850.00	\$3,400.00	\$725.00	\$2,900.00	\$850.00	\$3,400.00	\$585.00	\$2,340.00	\$680.00	\$2,720.00
28	25	LFT	Sanitary Sewer, PVC, SDR 35, 6"	\$40.00	\$1,000.00	\$40.00	\$1,000.00	\$50.00	\$1,250.00	\$55.00	\$1,375.00	\$125.00	\$3,125.00	\$74.00	\$1,850.00
29	1	EA	Sanitary Sewer Cleanout Assembly, 6"	\$500.00	\$500.00	\$500.00	\$500.00	\$750.00	\$750.00	\$1,400.00	\$1,400.00	\$600.00	\$600.00	\$1,100.00	\$1,100.00
30	1	EA	Curb Stop, Box & Stationary Rod, 1"	\$650.00	\$650.00	\$650.00	\$650.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$905.00	\$905.00
31	25	LFT	Water Service, HDPE, DR 9, CTS, 1"	\$35.00	\$875.00	\$35.00	\$875.00	\$40.00	\$1,000.00	\$150.00	\$3,750.00	\$75.00	\$1,875.00	\$90.00	\$2,250.00
32	2	EA	Inserta Valve	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,265.00	\$2,530.00	\$985.00	\$1,970.00	\$880.00	\$1,760.00	\$2,210.00	\$4,420.00
33	6,525	LFT	Concrete Curb & Gutter, 6"	\$21.37	\$139,439.25	\$16.95	\$110,598.75	\$18.60	\$121,365.00	\$19.50	\$127,237.50	\$16.00	\$104,400.00	\$20.00	\$130,500.00
34	790	TON	HMA Surface, 9.0 mm, Type B	\$73.70	\$58,223.00	\$72.00	\$56,880.00	\$72.00	\$56,880.00	\$81.00	\$63,990.00	\$73.00	\$57,670.00	\$79.00	\$62,410.00
35	1,315	TON	HMA Binder, 19.0 mm, Type B	\$60.00	\$78,900.00	\$65.00	\$85,475.00	\$65.00	\$85,475.00	\$68.00	\$89,420.00	\$64.00	\$84,160.00	\$59.00	\$77,585.00
36	1,575	TON	HMA Base, 25.0 mm, Type B	\$56.00	\$88,200.00	\$59.00	\$92,925.00	\$75.00	\$118,125.00	\$65.50	\$103,162.50	\$63.00	\$99,225.00	\$56.00	\$88,200.00
37	60	TON	Asphalt Tack Coat	\$0.01	\$0.60	\$0.01	\$0.60	\$0.10	\$6.00	\$0.05	\$3.00	\$1.00	\$60.00	\$0.01	\$0.60
38	3,300	TON	Recycled Concrete, No. 53, Compacted, 6"	\$25.00	\$82,500.00	\$22.00	\$72,600.00	\$19.00	\$62,700.00	\$24.85	\$82,005.00	\$30.00	\$99,000.00	\$30.00	\$99,000.00
39	1,350	SYD	Concrete Drive Approach, 6"	\$63.40	\$85,590.00	\$62.00	\$83,700.00	\$79.50	\$107,325.00	\$77.50	\$104,625.00	\$77.00	\$103,950.00	\$76.50	\$103,275.00
40	35	SYD	Concrete Sidewalk, 4"	\$56.00	\$1,960.00	\$121.00	\$4,235.00	\$135.00	\$4,725.00	\$74.50	\$2,607.50	\$113.00	\$3,955.00	\$71.00	\$2,485.00
41	58	EA	Mailbox Remove/Reinstall	\$50.00	\$2,900.00	\$394.00	\$22,852.00	\$55.00	\$3,190.00	\$125.00	\$7,250.00	\$115.00	\$6,670.00	\$85.00	\$4,930.00
42	1	LSUM	Temporary Mailboxes	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$4,830.00	\$4,830.00	\$4,200.00	\$4,200.00	\$3,800.00	\$3,800.00	\$2,100.00	\$2,100.00
43	1	LSUM	Landscape Restoration	\$25,000.00	\$25,000.00	\$6,400.00	\$6,400.00	\$13,070.00	\$13,070.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$52,400.00	\$52,400.00
BID AMOUNT TOTAL:					\$879,340.85		\$925,478.35		\$965,445.00		\$979,917.00		\$1,063,431.50		\$1,116,550.00

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



Josh Corwin, P.E.
 Traffic Engineer
 City of Goshen, Indiana

CONTRACT

DOUGLAS, REYNOLDS & 16TH ROAD RECONSTRUCTION

Jn: 2020-0017

THIS CONTRACT is made and entered into on this ____ day of _____, 2020, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and _____, hereinafter referred to as "Contractor."

WITNESSETH, that the City and the Contractor mutually agree as follows:

SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Douglas, Reynolds & 16th Road Reconstruction, Jn: 2020-0017" project in accordance with and as described in further detail in this contract and the Specification Documents the terms of which are incorporated by reference. The work to be performed requires the reconstruction of Reynolds Street and Douglas Street east of US 33, as well as 16th Street from Douglas Street to Egbert Avenue. The roadway measuring approximately 3,370 feet will be removed, regraded, and rebuilt with curb-and-gutter and will also include modifications and improvements to the existing storm sewer system.

The City of Goshen's current "Design Standards and Construction Specifications," current "Indiana Department of Transportation's Standard Detail Drawings" and the plans and drawings related to this project are incorporated into this contract by reference. In addition, Indiana Department of Transportation's Standard Specifications, Sections 200 through Section 926 are incorporated by reference. In the event there is a conflict between the City of Goshen's Design Standards and Construction Specifications and the Indiana Department of Transportation's Standard Detail Drawing or Indiana Department of Transportation's Standard Specifications, the City of Goshen's Design Standards and Construction Specifications shall control.

In the event of a conflict between a provision in the Specification Documents and the Contractor's bid, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision in the Contractor's bid or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Contractor's Itemized Bid;
2. Non Collusion Affidavit;
3. Form No. 96, including additional pages containing requested information;
4. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
5. Notice to proceed

Contractor shall perform all work in this project between the hours of 7:00 am and 8:00 pm. City shall be notified and shall approve in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

EFFECTIVE DATE; CONTRACT TERM

Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this contract. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the Contractor.

Work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within 120 calendar days of the notice to proceed, or by July 30th, 2021, whichever is later.

COMPENSATION, BASIS AND METHOD OF PAYMENT, AND RETAINAGE

The City agrees to compensate Contractor for the work performed in this contract in accordance with the unit prices for labor and materials as set forth in Contractor's itemized bid as shown in the table below and based on the quantities actually used for the project for an amount not to exceed Eight Hundred Seventy Nine Thousand Three Hundred Forty Dollars and Eighty Five Cents (\$879,340.85).

Partial payments may be made as the work progresses no more frequent than thirty (30) days and based on estimates of the value of all work satisfactorily completed in accordance with these Specification Documents. The value of all work satisfactorily performed shall be as agreed upon by the City and the Contractor, and include detailed invoices for labor, materials and equipment used in the project. Payment(s) to Contractor for work rendered under this contract shall be made by City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of the Contractor has been attained. The detailed invoice shall include the total contract amount, payments to date, remaining contract balance, percentage of completed work, and, as applicable, labor materials and equipment used in the project. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

It is agreed that partial payments shall in no case exceed ninety-five percent (95%) of the value of the work properly performed or the materials or equipment delivered under this contract, and the remaining five percent (5%) shall be retained by the City until the work is substantially complete and construction records and drawings have been received and accepted by the City.

Within sixty (60) days of completion of the work, the Contractor shall submit proof of payment made to all subcontractors, material suppliers, laborers, or those furnishing work under this contract before final payment is made.

Upon completion of all the work included under this contract, the final inspection and acceptance of the work by the City, and after the Contractor has submitted acceptable evidence as to the satisfaction of all claims for labor and materials furnished under this contract, the Contractor shall be paid in full 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.

Any payment made by the City before final acceptance of the work shall not affect the obligation of the Contractor to repair or replace any defective parts, or otherwise correct any work completed.

Contractor is required to have a current W9 Form on file with the City before the City will issue any payment.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence. In the event completion of this project is not made within the time set forth in this contract, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Contractor under this contract.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

NON-DISCRIMINATION

The Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Contractor agrees the Contractor or any subcontractors, or any other person acting on behalf of the Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant will be a material breach of the contract.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys fees, and other expenses, caused by an act or omission of the Contractor and its agents, officers, and employees or resulting from or related to the Contractor's performance or failure to perform as specified in this contract.

INSURANCE

Prior to commencing work, the Contractor shall furnish the City of Goshen 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 the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for Workers Compensation & Employer's Liability General, Liability and Automobile Liability.

The 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
- (3) Automobile Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (4) Excess Umbrella Coverage..... \$1,000,000 Each Occurrence

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

PERFORMANCE BOND

The Contractor shall furnish the City of Goshen a performance bond in an amount equal to the contract price within **nine (9) calendar days** after award of the contract.

The performance bond shall be conditioned on the faithful performance of the work in accordance with this contract and the Specification Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the work. The performance bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding the contract shall not affect or operate to release or discharge the surety.

The surety of the performance bond shall not be released until one year after the date of the City of Goshen's final settlement with the Contractor.

PAYMENT (LABOR AND MATERIALS) BOND

The Contractor shall execute a payment bond to the City of Goshen, approved by and for the benefit of the City of Goshen, in an amount equal to the total contract price within **nine (9) calendar days** after award of the contract.

The payment bond shall be binding on the Contractor, the subcontractor and their successors and assigns for the payment of all indebtedness to a person for labor and work performed, materials furnished or work rendered. The payment bond must state it is for the benefit of the subcontractors, laborers, material suppliers and those performing work.

The payment bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding thereof shall not in any way affect or operate to release or discharge the surety.

The surety of the payment bond shall not be released until one year after the date of the City of Goshen's final settlement with the Contractor.

MAINTENANCE BOND

The Contractor shall furnish the City of Goshen with a maintenance bond in an amount equal to ten percent (10%) of the total contract price upon completion and acceptance of this project by the City and prior to the release of any surety bond. The maintenance bond shall guarantee for a period of three (3) years after the date of acceptance of the project by the City that all workmanship and materials used in the project are in accordance with the Specification Documents. The Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting there from which shall be discovered within the guarantee period.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

DEFAULT

It shall be mutually agreed that if Contractor fails to perform the work, provide the services or comply with the provisions of this Contract and the Specification Documents or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.

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 under the contract.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this contract under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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.

- (3) 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.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Contractor under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

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

The Contractor shall require their subcontractors, who perform work under this contract, to certify to the 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. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

The Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties and approved by Board of Public Works and Safety. Any verbal representations or modifications concerning the contract shall be of no force and effect.

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.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in

this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address

Address for notices to the City:

City of Goshen
Attention: Engineering Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:

HRP Construction
Attention: Matthew Cain, President
P.O. Box 266
South Bend, IN 46624-0266

And

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

APPLICABLE LAWS

The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

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.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

NO INVESTMENT IN IRAN

Pursuant to IC 5-22-16.5, Contractor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Contractor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if the Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

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.

AUTHORITY TO BIND CONTRACTOR

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

In witness whereof, the parties have executed this Agreement as set forth below.

City of Goshen
Board of Public Works and Safety

HRP Construction

Jeremy P. Stutsman, Mayor

Matthew Cain, President

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **2020 CONCRETE PAVING PROJECT
(JN:2020-0002)**

DATE: August 21, 2020

In 2019, the City awarded a contract for the 2020 concrete paving project to Selge Construction. The contract included concrete pavement repairs in the College Manor, College Green, and Pickwick Subdivisions, along with pavement repairs along Sixteenth Street. Once the work began in College Manor, Goshen Engineering's inspection staff and the contractor quickly realized there was more structural wrong with the road than was initially identified.

Before starting the work in College Manor, the road segment had a road evaluation PASER rating of 2, which typically equates to full reconstruction.

To make the necessary road repairs in College Manor and College Green, Goshen Engineering has worked with Selge Construction to move the project quantities around. Based on the current adjustments, we will not be able to perform any work in Pickwick Subdivision or on Sixteenth Street under this project. Additionally, Goshen Engineering is requesting the Board's approval to increase the project contract by \$150,841.70, which is a twenty percent increase and statutory change order limit. This additional project value will allow us to make a more significant impact on the needed pavement repairs in College Green Subdivision. Along with the additional funding, we are requesting a 60-day time extension for the contract that will extend the project completion date to October 30, 2020.

In a future project bid, we will return will pick up the needed work on Sixteenth Street and in Pickwick Subdivision.

Requested Motion: Move to approve a change order with Selge Construction for the 2020 Concrete Paving Project, which increases the project value by \$150,841.70, bringing the total contract value to \$905,050.20, and extending the completion date to October 30, 2020.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 2
Date: 8/24/20

***CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528***

OWNER: City of Goshen
PROJECT NAME: Concrete Paving Project
PROJECT NUMBER: 2020-0002
CONTRACTOR: Selge Construction

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

The engineering department found a significant amount of concrete pavement in need of repair in the College Green and College Manor subdivisions that was not originally identified. To provide for a good final product, the engineering department has directed Selge Construction to add pavement repairs while working in the area. This additional repair work requires additional funds and will require more time to complete. Selge's contract completion date is August 31, 2020, which cannot be achieved based upon the remaining work. In review of the work to be completed, Selge Construction has committed to complete the concrete work, and restoration work by October 30, 2020.

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$754,208.50
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>2</u>	\$0.00
3. Amount of Contract, not including this supplement	\$754,208.50
4. Addition/ Reduction to Contract due to this supplement	\$150,841.70
5. Amount of Contract, including this supplemental	\$905,050.20
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$150,841.70
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	20.00%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by **60 calendar days**, making the final completion date **October 30, 2020**
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: Board of Works and Safety
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

Selge

BY: _____
Signature of authorized representative of Contractor

Printed.



**Engineering Department
CITY OF GOSHEN**

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Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 1 FOR EAST GOSHEN WATER MAIN
REPLACEMENT PROJECT – STEURY AVENUE TO BLACKPORT DRIVE
(JN: 2019-0037)**

DATE: August 24, 2020

Attached please find Change Order No. 1 for the East Goshen Water Main Replacement Project.

Change Order No. 1 covers additional costs due to necessary design changes. The original contract amount was \$1,038,228.25. The final quantities increased the contract amount by \$13,449.50, for a revised contract amount of \$1,051,677.75, an increase of 1.30%. The contract completion date will not be changed.

The cost increase is due to modifications needed to provide for accurate testing of the originally planned flow meter; increased protection for HDPE water main; and connection of a 2-inch water service at LionsHead Specialty Tire & Wheel (305 Steury Avenue).

Requested motion:

Move to approve Change Order No. 1 for the East Goshen Water Main Replacement Project.

ACCEPTED:

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

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1

Date: 8/24/20

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: East Goshen Water Main Replacement - Steury to Blackport
PROJECT NUMBER: 2019-0037
CONTRACTOR: Selge Construction Co., Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

A flow meter was to be installed as part of the project, along Lincoln Avenue. Flow meter testing was to be accomplished using a pitot test. However, as there is no way to keep consistent flow in this area, a comparative test requiring flushing through a 2-inch test port and isolation of the meter is required. In order to isolate the flow meter, as well as provide for future changes, a full-size bypass is required around the meter. This change order incorporates the materials for the flow meter bypass, the test port and flushing hydrant, and a 2-inch water service connection at LionsHead Specialty Tire & Wheel.

HDPE water main is to be installed as part of this project. The HDPE water main was to have tracer wire to allow for location. However, in order to provide increased protection for the water main, tracer wire test stations, tracer wire ground rods, and marker posts are needed to positively identify the alignment of the pipe above ground. This change order also includes these materials.

CO1.1	Water Main, DI Fitting, 90° Elbow, 12"	2 EA	@	\$927.00	-----	\$1,854.00
CO1.2	Water Main, Wedge Valve & Box, 12"	2 EA	@	\$3,089.00	-----	\$6,178.00
CO1.3	Corporation Stop, 2"	2 EA	@	\$325.00	-----	\$650.00
CO1.4	2" HDPE, DR 9, CTS with Tracer Wire	15 LFT	@	\$38.00	-----	\$570.00
CO1.5	2" Curb Stop, Box & Stationary Rod	1 EA	@	\$538.00	-----	\$538.00
CO1.6	2" Non-Freezing Blowoff Hydrant	1 EA	@	\$2,991.00	-----	\$2,991.00
CO1.7	Utility Test Station	2 EA	@	\$76.00	-----	\$152.00
CO1.8	Tracer Wire Ground Rod	2 EA	@	\$86.00	-----	\$172.00
CO1.9	Flexible Utility Marker Post	2 EA	@	\$172.25	-----	\$344.50
					Subtotal -	\$13,449.50

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$1,038,228.25
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$1,038,228.25
4. Addition/ Reduction to Contract due to this supplement	\$13,449.50
5. Amount of Contract, including this supplemental	\$1,051,677.75
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$13,449.50
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	1.30%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/reduced by 0 calendar days, making the final completion date.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE



Bryce J. Gast, P.E.
Administrative City Engineer

ACCEPTED: Board of Works and Safety
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

Selge Construction Co., Inc.

BY: _____
Signature of authorized representative of Contractor

Printed

Donation Agreement

This Donation Agreement, dated as of ____ day of August, 2020 (this "**Agreement**"), is entered between **Lippert Components, Inc.**, a Delaware Corporation, with an address of 3501 County Road 6 East Elkhart, IN 46514 ("**Donor** "), and **Goshen Police Department**, with an address of 111 E. Jefferson St., Goshen, IN 46528 ("**Recipient**," and together with Donor, the "**Parties**," and each, a "**Party**").

WHEREAS, Recipient has requested that Donor donate a 7X16 Trailer used to haul ATVs (the "**Product**"); and

WHEREAS, Donor desires to donate the Product to Recipient, and Recipient desires to accept the Product, under the terms and conditions outlined in this Agreement.

1. Donation. Donor agrees to donate the Product to Recipient. Donor grants Recipient irrevocable ownership, rights, title, and interest in the Product upon the terms and conditions set forth in this Agreement and without monetary payment to Donor. The Product will be transferred to Recipient free and clear of any liens, claims, or encumbrances. The Product may not be sold, transferred, bartered, or traded by Recipient to any other party; provided, however, nothing herein shall prohibit Recipient from lawfully disposing of the Product at the end of its useful life.

2. Delivery. Donor shall deliver the Product to 3152 Skyview Road, Goshen, IN 46825 (the "**Delivery Point**") on a date mutually agreed upon by the Parties. Title and risk of loss transfer to the Recipient upon delivery by Donor to the Delivery Point. Upon said delivery, Recipient shall assume full responsibility for the Product and be solely responsible for all taxes, insurance, licensing, registration, permits, installation, and storage connected to or associated with the Product. Donor shall not be liable for any delays, loss, or damage in transit. Recipient assumes all risk for delays or damage to, or caused by, delivery, transport, or shipping of the Product. Recipient acknowledges inspection of the Product and satisfaction with the condition of the Product by accepting it at the Delivery Point. If Recipient is not satisfied with the condition of the Product at the Delivery Point, it must reject acceptance of the Product at that point and notify Donor in writing. "Nonconforming Goods" means only that the Product is not compliant with applicable US law. The remedies set forth in this Section are the Recipient's exclusive remedies for delivery of Nonconforming Goods. Recipient may not return the Product donated under this Agreement to Donor.

3. Warranty Disclaimer. **DONOR MAKES NO REPRESENTATION CONCERNING THE APPEARANCE, SAFETY, OR PERFORMANCE OF THE PRODUCT. THE PRODUCT IS DONATED "AS IS" WITH ALL FAULTS. DONOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING ANY WARRANTY OF CONDITION, QUALITY, OR SUITABILITY, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

4. Waiver and Release. Recipient itself and its respective present and former affiliates, officers, directors, employees, agents, representatives, successors, and assigns hereby expressly releases, waives, and forever discharges Donor and its respective present and former, direct and indirect, parent, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns of and from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether now known or

unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity arising out of or in connection with this Agreement or the Product whether arising out of the negligence of Donor or Recipient or otherwise.

5. Indemnification. Recipient shall indemnify and defend Donor and its parent, subsidiaries, affiliates, employees, officers, directors, agents, representatives, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim alleging: (a) breach or non-fulfillment of any provision of this Agreement by Recipient or Recipient's employees'; (b) any negligent or more culpable act or omission of Donor, Recipient, or their respective personnel (including any reckless or willful misconduct) in connection with the Product; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Donor, Recipient, or their respective personnel (including any reckless or willful misconduct); (d) any bodily injury, death of any person, or damage to real or tangible personal property in any way related to the Product; or (e) any failure by Donor, Recipient, or their respective personnel to comply with any applicable federal, state, or local laws, regulations, or codes.

6. Limitation of Liability. **IN NO EVENT SHALL DONOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE PRODUCT, DONATION OF THE PRODUCT, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DONOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

7. Public Announcements. Donor reserves the right to make public announcements and communicate with any media regarding this Agreement and the Product without prior consent of or notice to the Recipient. Recipient may make public announcements and communicate with news media regarding this Agreement and the Product with prior consent and notice to Donor (which consent shall not be unreasonably withheld, conditioned, or delayed).

8. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9. Miscellaneous. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

10. Entire Agreement. This Agreement, any other documents incorporated herein by reference, and all related exhibits and schedules, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

Recipient:

Goshen Police Department

By: _____

Name: _____

Title: _____

Donor:

Lippert Components, Inc.

By: _____

Name: _____

Title: _____



City Clerk-Treasurer

CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

24 August 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Request for Parking Lot Use for Interra Shred-It Days, Oct. 23-24

Megan Simpson, representing Interra Credit Union, requests new dates of Oct. 23-24 to host Interra Shred-It Days at the Water St. / Washington St. parking lot. Ms. Simpson states that she has communicated with Jesse Sensenig at Goshen Brewing Company and reports no conflict. Her original letter dated March 24 is included, as the request is essentially the same.



March 24, 2020

City of Goshen – Board of Works
202 S. 5th St.
Goshen, IN 46528

Dear board members:

Name: Interra Credit Union
Address: PO Box 727 (300 W. Lincoln Ave.)
Goshen, IN 46527
Contact(s): Megan Simpson, Community/Comm. Specialist - 534.2506, ext. 7344

The credit union respectfully requests the following use of the Powerhouse parking lot:

Purpose: "Shred-It Days" staging
Date(s): Friday – June 5, 2020
7:30 am to 4:30 pm
Event is 9 am to 11:00 am and 1:00 – 3:00 pm*
Saturday – June 6, 2020
7:30 am to 12:00 noon
Event is 9:00-11:00 am*

*Because of the popularity, the times may be adjusted – yet to be finalized.

In addition, we request the use of four barricades from the Street Department.

A popular event for Interra members is the annual "Shred-It Days."

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with their mobile truck/shredder.
- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure orderly entrance into and exit from the parking lot.
- As an example of the popularity, the total in 2019 was almost 27,000 pounds.

Thank you for your consideration,

Megan Simpson
Community & Communications Specialist



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **FIEDEKE PROPERTY/FORMER JAXON CLEANERS SITE REMEDIATION
RIGHT-OF-WAY AND PARKING LOT CLOSURE REQUEST
(JN: 2011-0035)**

DATE: August 24, 2020

The City has been contacted by Patriot Engineering with a request to close the City parking lot south of Washington Street and west of Fifth Street during the period of September 10 through September 25.

On Thursday, August 20, City staff delivered fliers to the adjoining businesses (not necessarily the property owners) informing them of the request before the Board of Public Works and Safety. Concerned businesses were instructed to provide comment either at this meeting or to the Goshen Engineering Department prior to the meeting.

Because this contamination remediation is needed, Goshen Engineering supports Patriot Engineering's temporary alley and parking lot closure request.

Suggested Motion: I move to allow Patriot Engineering and its assigns to close the alley south and west of 211 South Fifth Street as well as the parking lot north of the property beginning September 10 through September 25. It is further moved that Patriot Engineering shall assume all responsibility to coordinate trash collection and deliveries with surrounding businesses that may be impacted by the closures.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member



August 18, 2020

Mr. Dustin Sailor, City Engineer
City of Goshen, Indiana
Attn: Engineering Department
204 East Jefferson Street, Suite 1
Goshen, Indiana 46528

Re: **Notice for Pending Environmental Work**
Former Fiedeke/Jaxon Cleaners Site
211 South 5th Street, Goshen, Elkhart County, Indiana
State Cleanup Site #000000233
Patriot Project No. 20-0248-01E

Dear Mr. Sailor:

On behalf of Steve Fiedeke, Patriot Engineering and Environmental, Inc. (Patriot) is hereby providing the required minimum two-week notice of pending environmental work in the City-owned parking lot north of and adjacent to the former Fiedeke/Jaxon Cleaners site, located at 211 South 5th Street in Goshen, Indiana (Site). The Site is currently occupied by Janus Motorcycles.

Patriot currently has an Access Agreement with the City of Goshen to perform environmental assessment and remediation work in the parking lot. Remediation activities to clean up the groundwater below the Site are scheduled to be initiated on September 10, 2020 and continue until approximately September 25, 2020.

The remedial activities will consist of injection of liquid activated carbon (LAC) and liquid zero valent iron (L-ZVI) into approximately 50-60 injection points in various areas in the parking lot, as well as in the alleys to the west and south of the Site building, and immediately adjacent to the east side of the Site building as shown in the attached figure. Injection will be accomplished using a Geoprobe, an injection trailer equipped with pumps, hoses, gauges, and meters, and a support truck with various mixing tanks.

The work will require temporary closure of the alleys while the work there is being done, as well as temporary closure all or part of the parking lot during remedial activities in the lot. In addition, Patriot will need to store up to 14 totes (275 gallons each) and up to 3 skids with 3-4 drums (55 gallons each) on each skid of injection product in the parking lot during the work.

6150 EAST 75TH STREET, INDIANAPOLIS, INDIANA 46250
PH. 317-576-8058 • FAX 317-576-1965 • WEB WWW.PATRIOTENG.COM

INDIANA • BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE
KENTUCKY • LOUISVILLE, OHIO • CINCINNATI, DAYTON

The injection products are scheduled to be delivered on September 10, 2020 and we plan on storing the totes and skid-mounted drums in several adjacent parking spaces along the north wall of the Janus Motorcycles building. Injection work is scheduled to begin on Monday, September 14, 2020 and continue through approximately Friday, September 25, 2020, including the weekend of September 19-20, 2020. During the injection, we will need room in the lot to park the truck-trailer for our drilling rig, the truck-trailer for the injection equipment, and 1-2 other support vehicles.

Patriot will provide all needed cones and signage to secure our work areas, and we would appreciate any assistance the City of Goshen could provide in making sure the work areas are adequately blocked off during the time the work is performed.

We appreciate your assistance in helping Mr. Fiedeke comply with the Administrative Order from the Indiana Department of Environmental Management (IDEM). If you have questions or would like to discuss our plan in more detail, please do not hesitate to contact me at ssittler@patrioteng.com or at (574) 876-9835.

Very truly yours,
Patriot Engineering and Environmental, Inc.



Steven P. Sittler, LPG
Senior Project Manager

Attachment

cc: David Gillay, Barnes & Thornburg



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **NORTH MAIN STREET IMPROVEMENTS
(JN: 2016-0020)**

DATE: August 24, 2020

Niblock Construction has requested a road closure for the work they will be performing for the North Main Street improvements. Niblock Construction has proposed closing North Main Street from south of the bridge by MVP to Pike Street by Papa Johns. Niblock Construction will maintain open access for the businesses and residents on North Main Street. The closure will be from August 31, 2020 thru November 4, 2020. See attached traffic control plan.

Requested motion: Move to approve the North Main Street road closure from south of the bridge to Pike Street from August 31, 2020 thru November 4, 2020.

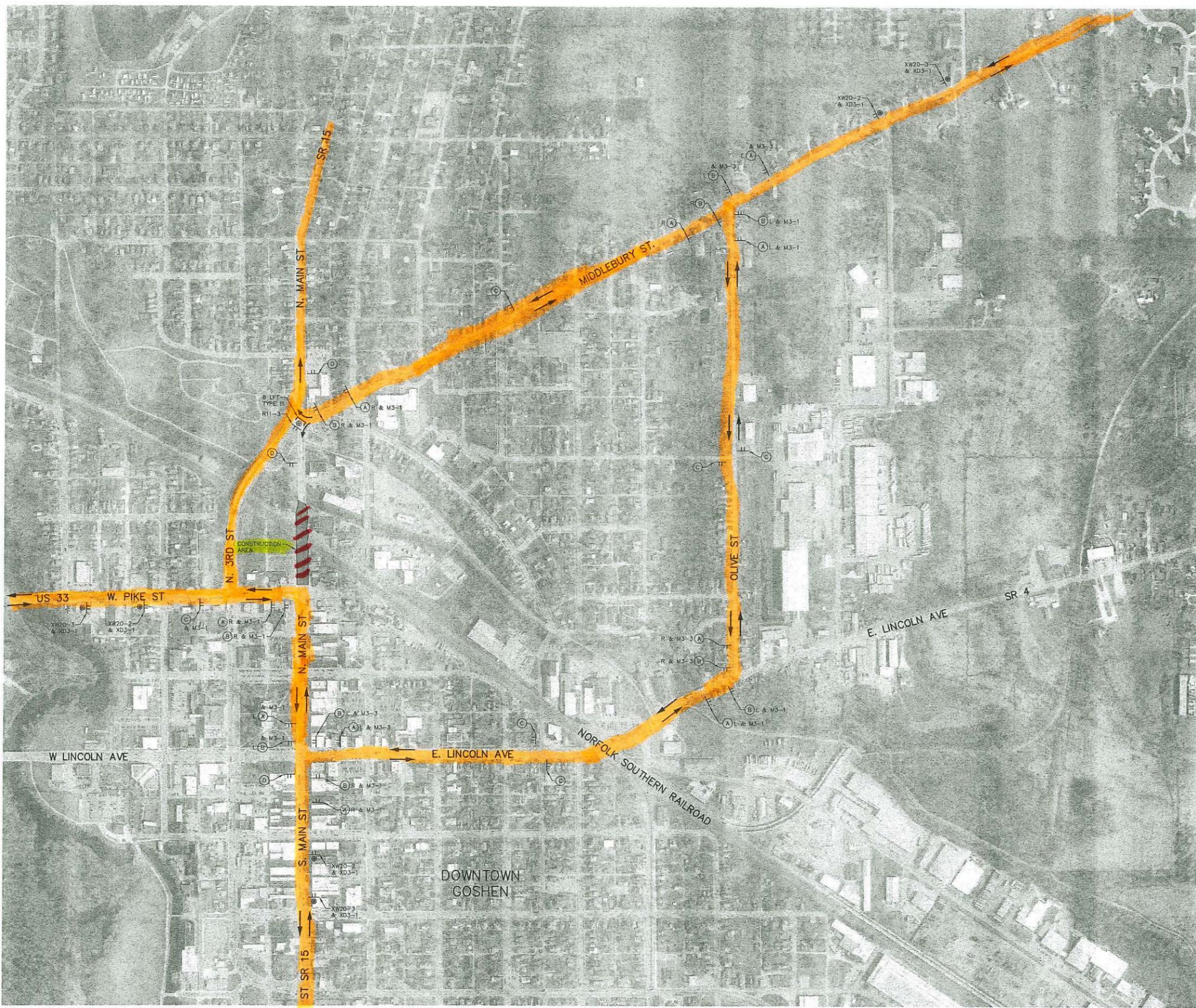
**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

4:\2020 Projects\2020-0023\Eng\N Main St_Sheet\001-HOT-HOT-001.dwg, 5/19/2020 2:35:03 PM



SIGN LEGEND

- R11-3 "ROAD CLOSED - LOCAL TRAFFIC ONLY" (60"x30")
- XW20-2 "DETOUR AHEAD" (36"x36")
- XW20-3 "ROAD CLOSED AHEAD" (36"x36")
- XD3-1 "N. MAIN ST." (18"x36")
- M3-1 "NORTH" (24"x12")
- M3-3 "SOUTH" (24"x12")

LEGEND

- ⊙ TYPE 'A' CONSTRUCTION WARNING LIGHT
- ⊙ TYPE 'B' CONSTRUCTION WARNING LIGHT
- TT CONSTRUCTION SIGN AND SUPPORTS
- ▬ TYPE III-B BARRICADE

DETOUR ROUTE LEGEND

- DETOUR ROUTE
- ▬ CONSTRUCTION AREA
- (A) ADVANCE TURN DETOUR ROUTE MARKER ASSEMBLY (N. MAIN ST.)
- (B) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY (N. MAIN ST.)
- (C) CONFIRMING DETOUR ROUTE MARKER ASSEMBLY (N. MAIN ST.)
- (D) END DETOUR ROUTE MARKER ASSEMBLY (N. MAIN ST.)

QUANTITY SUMMARY - PHASE II DETOUR

DESCRIPTION	TOTAL	UNITS
CONSTRUCTION SIGN, TYPE A	6	EACH
CONSTRUCTION SIGN, TYPE B	6	EACH
DETOUR ROUTE MARKER ASSEMBLY	29	EACH
ROAD CLOSURE SIGN ASSEMBLY	1	EACH
BARRICADE, TYPE III-B	8	LFT

NOTES:

1. TWO WEEKS PRIOR TO ANY CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH CITY/COUNTY/STATE, POLICE, AND FIRE DEPARTMENTS OF THE SCHEDULE OF CONSTRUCTION AND DATES OF CLOSURE.
2. ALSO SEE SHEET C602 "SITE TRAFFIC CONTROL" FOR ADDITIONAL TRAFFIC CONTROL DETAILS
3. SEE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC & DETOUR

REV.	DESCRIPTION	BY	DATE

**JONES
PETRIE
RAFINSKI**

South Bend, IN
Fort Wayne, IN
p. 574.232.4888
p. 260.472.2522

Elkhart, IN
p. 574.237.7162



N MAIN ST IMPROVEMENTS
CITY OF GOSHEN
DETOUR PLAN & DETAILS

200 S 5TH ST
GOSHEN, IN 46526

DESIGNED BY: M. WILSON
DRAWN BY: DK
DATE: MAY 2020
JOB NUMBER: 2020-0023
SCALE: 1" = 300'
C601



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CLOSURE OF TWO PARKING SPACES IN PARKING LOT B**

DATE: August 24, 2020

Dave Pottinger requests the closure of two parking spaces in Parking Lot B, behind Fables Bookstore, while cleaning out the 2nd story of the building. It will be placed on August 26th and will be needed for approximately two weeks.

See attached drawing for placement.

Requested Motion: Approve the closure of two parking spaces in Parking Lot B, behind Fables Bookstore, for approximately two weeks beginning on August 26th.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

MAIN STREET

FIRES BOOKS

DUMPSTER

3RD STREET

WASHINGTON



REQUEST BY DAVE POTTINGER
AUGUST 21, 2000

I WANT TO CLEAN OUT THE 2ND
FLOOR OF MATERIALS LEFT BY
PREVIOUS OWNERS, (215 S. MAIN)
NOW OCCUPIED BY FABLES BOOKS.

I WOULD NEED TO PLACE A
DUMPSTER IN THE PARKING LOT
TAKING UP TWO SPACES.

STARTING AUGUST 26th FOR
APPROXIMATELY TWO WEEKS.

THANK YOU

RESOLUTION 2020-28

**Interlocal Memorandum of Understanding for
2020 Edward Byrne Memorial Justice Assistance Grant Formula Program Award**

WHEREAS in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, the County of Elkhart, City of Elkhart and City of Goshen wish to submit a joint application for fiscal year 2020 JAG funding to be used for permissible criminal justice purposes;

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement; and

WHEREAS the attached Interlocal Memorandum of Understanding between the three participating units of local government identifies the County of Elkhart as the fiscal agent for the JAG funding, and sets forth the amount of funding to be distributed to each unit.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Memorandum of Understanding for 2020 Edward Byrne Memorial Justice Assistance Grant Formula Program Award between County of Elkhart, City of Elkhart, and City of Goshen attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Board authorizes Mayor Stutsman to execute the Interlocal Memorandum of Understanding on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on August 24, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

THE STATE OF INDIANA

KNOW ALL BY THESE PRESENT

COUNTY OF ELKHART

INTERLOCAL MEMORANDUM OF UNDERSTANDING (MOU) FOR
2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA
PROGRAM AWARD

This Interlocal Memorandum of Understanding (MOU) is made and entered into effective this ___ day of August 2020 by and between the County of Elkhart, Indiana acting by and through its governing body the Board of Commissioners of the County of Elkhart, Indiana for and on behalf of the Elkhart County Sheriff's Office, hereinafter referred to as "COUNTY;" the City of Elkhart, Indiana acting by and through its Mayor for and on behalf of the Elkhart Police Department, hereinafter referred to as "ELKHART;" and the City of Goshen, Indiana acting by and through Board of Public Works and Safety with the approval of the Goshen Common Council on behalf of the Goshen Police Department, hereinafter referred to as "GOSHEN;"

WITNESSETH:

WHEREAS each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall do so in a manner in compliance with applicable law from current funds legally available to that party;

WHEREAS COUNTY, ELKHART, and GOSHEN believe it to be in the best interests of the community to reallocate the JAG funds as provided herein;

WHEREAS each governing body finds that the terms, provisions, and performance of this MOU with respect to the 2020 Byrne Justice Assistance Grant (JAG) Program Award is in the best interests of the parties, that the undertaking will benefit the public, and that the allocation of funds fairly compensates the performing parties for the services or functions contemplated herein;

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein, COUNTY, ELKHART, and GOSHEN agree as follows:

Section 1 The COUNTY agrees to be the fiscal agent for the joint funds and submit a joint application for the aggregate funds allocated.

Section 2 The COUNTY assumes the responsibility for the administration of the funds including distribution of the funds, monitoring the award, submitting reports including performance measurements and program assessment data, and providing ongoing assistance to ELKHART and GOSHEN.

Section 3 The JAG funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose. JAG funds cannot be used, directly or indirectly, for security enhancements or equipment to non-governmental entities not engaged in criminal justice or public safety.

OJP/USDOJ APPLICATION NUMBER #2020-H9005-IN-DJ

Section 4 The COUNTY will establish a non-interest bearing trust fund in which to deposit the JAG funds and will be responsible for assuring that all award monies are expended within the 4 year grant period.

Section 5 All parties agree that ELKHART and GOSHEN shall each utilize their full individual allocation amounts – eighteen thousand three hundred sixty eight dollars (\$18,368.00) each of the aggregate JAG funds allocated herein for officer and community safety in activities of prevention and crime control. ELKHART and GOSHEN shall each timely submit one or more appropriately completed and executed claim forms to COUNTY for processing of a distribution or distributions of the aggregate JAG funds allocated herein for them.

Section 7 All parties agree that the COUNTY shall utilize their full individual allocation amount of eighteen thousand three hundred sixty eight dollars (\$18,368.00) of the aggregate JAG funds allocated herein for officer and community safety in activities of prevention and crime control.

Section 8 ELKHART and GOSHEN agree to provide timely and appropriate data to assist the COUNTY in monitoring the award and submitting reports.

Section 9 ELKHART and GOSHEN agree to maintain open communications with the COUNTY in regards to the expenditure of JAG funds.

Section 10 ELKHART and GOSHEN agree that any program adjustments must be approved by the Bureau of Justice Assistance Program compliance personnel through the COUNTY and that they will provide the COUNTY a minimum of thirty (30) days notice of program changes allowing the COUNTY to obtain approval of the program adjustment.

Section 11 Each party to this MOU will be responsible for its own actions in providing services or in receiving funding herein and shall not be responsible for any civil liability that may arise from the furnishing of the services or the receipt of funding by the other parties.

Section 12 By entering into this MOU, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further this MOU shall not create any rights in any party not a signatory hereto.

Section 13 All parties understand that all activities related to the JAG Program are bound by and compliance must be made with Title II – Improving the Department of Justices Grant Programs; Subtitle A - Assisting Law Enforcement and Criminal Justice Agencies Sec. 500 - 508 and the Justice Assistance Grant Application submitted to the Bureau of Justice Assistance, in addition to requirements that may be later added. COUNTY, ELKHART, and GOSHEN each respectfully agree to defend, indemnify, and hold harmless the other parties hereto from any claims, demands, damages, liabilities, fines and penalties arising from each party's own respective violation of or failure to comply with these legal requirements.

Section 14 This MOU shall be binding upon the parties hereto and their respective successors. This MOU may be executed in multiple counterparts and separate signature pages with the multiple counterparts and separate signature pages constituting but one single, complete, and entire document.

COUNTY:

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By _____
Mike Yoder, President

Attest: _____

Title: _____

Date: _____

ELKHART:

ELKHART CITY

By: _____
Title: Rod Roberson, Mayor of Elkhart

Attest: _____

Title: _____

Date: _____

GOSHEN:

BOARD OF PUBLIC WORKS

By: _____
Title: Jeremy Stutsman, Mayor of Goshen

Attest: _____

Title: _____

Date: _____