



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. December 7, 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

Statement Regarding Virtual Public Meetings

Approval of Minutes

Changes to Agenda

- (1) Open Bids: Eisenhower Dr. Reconstruction Project, JN: 2020-0013
- (2) Electrical License: Christopher Vann
- (3) Sewer Charge Relief Request
- (4) Change Order 5: PD Training Center, JN: 2018-0014
- (5) Change Order 6: PD Training Center, JN: 2018-0014
- (6) Downtown Snow Removal Agreement with Aquascapes of Michiana
- (7) Agreement: Niblock Excavating for 2021 Asphalt Paving Project, JN: 2020-0002A
- (8) Agreement: Premium Concrete for 2021 Concrete Paving Project, JN: 2020-0002B
- (9) Agreement: DC Construction for 2021 Sidewalk 50/50 Program, JN: 2021-0001



- (10) Agreement: Northern Indiana Construction for Bridge Repairs, JN: 2021-0010
- (11) Supplemental Information and Agreement with OJS Building Services, Inc.
- (12) Revised Ordinance 5067 and Resolution 2020-32 – 2021 Compensation for Police Dept
- (13) Agreement with Goshen Firefighters Association Local No. 1443
- (14) Resolution 2020-33: Approve 2021 Compensation for Fire Dept Employees
- (15) Approve & Accept Infrastructure: Northbrooke Subdivision 2017-2045
- (16) College Ave. and Dierdorff Rd. Lane Restrictions for NIPSCO
- (17) Use of Parking Spaces at 113-115 E. Lincoln Ave.

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN RULES FOR VIRTUAL PUBLIC MEETINGS

In accordance with Executive Order 2020-16, all upcoming City of Goshen public meetings and hearings have transitioned to be accessible to the public digitally only—there is no physical public access. The public is encouraged to attend these meetings by clicking on the links to meetings provided on the City’s website calendar: goshenindiana.org/calendar.

Members of the public attending the meetings digitally are expected to follow these rules to help these meetings flow better:

1. Treat these meetings as you would any public meeting that would take place in a physical setting. The same respect and etiquette is expected from attendees as is from members of the boards and commissions.
2. Members of the public can participate in the meeting during the appropriate times when the member conducting the meeting opens a time for public comment.
3. Any comment made by the public must be made to the members of the board or commission and not to other members of the public.
4. Public comment may be limited to no more than three (3) minutes per person. If the comment goes over the three-minute time limit, the member of the public will be subject to be muted.
5. To make a comment: Click on the “Raise Hand” button. The Virtual Meeting Technology Operator will allow the member of the public talk if it is at an appropriate time.
6. At the start of your comment, please state your name and the city you live in.
7. After the comment is made, the Virtual Meeting Technology Operator will disable the public member’s ability to communicate with the board or commission members.



**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 Public Works and Safety

FROM: Goshen Engineering

RE: **EISENHOWER DRIVE RECONSTRUCTION
PROJECT NO. 2020-0013**

DATE: December 7, 2020

The Clerk-Treasurer's Office has received bids from contractors today for the Eisenhower Drive Reconstruction project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Requested Motion: Open bids received from Contractors for the Eisenhower Drive Reconstruction project and read the Subtotal amount.



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

December 7, 2020

TO: The Board of Public Works & Safety
Storm Water Board

RE: ELECTRICAL LICENSE REQUEST

Christopher Vann with EMCOR Hyre Electric Co. of Indiana, Inc. of Highland, Indiana, has met the requirements for a City of Goshen Electrical license. Mr. Vann took the Prometric Exam on October 25, 2008, in Indianapolis, Indiana, and received a passing score of 76%. Mr. Vann currently holds a valid electrical contractor license with St. Joseph County, and is requesting a reciprocal license with the City of Goshen. Motion requested to **approve Electrical License for the City of Goshen.**

Regards,

A handwritten signature in black ink that reads "Myron Grise".

Myron Grise
Assistant Building Commissioner

MG/jn



ST. JOSEPH COUNTY

CITY OF SOUTH BEND



BUILDING DEPARTMENT

November 18th, 2020

City of Goshen
Building & Code Enforcement
204 E. Jefferson St Suite 5
Goshen, IN, 46528

RE: Christopher Vann

To Whom It May Concern:

This letter is to inform you that Christopher Vann took the Prometric Master Electrical Exam on October 25th, 2008 in Indianapolis, Indiana and received a passing score of seventy- six (76%) percent. Mr. Vann is currently licensed with this department and his license #01567-21 expires on October 5th, 2021. If you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,

Richard Spitaels
Electrical Inspector

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

125 S. Lafayette Blvd. | Suite 100 | South Bend, Indiana 46601 | p 574.235.9554 | f 574.235.5541 | www.southbendin.gov

Saenz, Kelly

From: Amy Warner (PM) <[REDACTED]>
Sent: Wednesday, December 2, 2020 2:07 PM
To: Saenz, Kelly
Subject: Courtyard Condominiums

Hi Kelly,

The issue at Courtyard Condominiums was reported to us by Goshen Water and Sewer as high usage on 11/10/20 and was repaired on 11/11/20. The main pit where the meter is housed also houses a sprinkler line. The sprinkler line burst and was continuously pumping water into the pit. The pit is deep (over 10 ft), so there was no outward evidence of the leak.

Please let me know if this is acceptable and if you need any other information from me to appear in front of the Board of Works.

Thank you,

Amy Warner, REALTOR®

Regional Property Manager

Berkshire Hathaway Northern Indiana

Property Management

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Water & Sewer Utilities Business Office
CITY OF GOSHEN
203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961
watersewer@goshencity.com • www.goshenindiana.org

Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 292-2210-00

Account Holder Name: Court Yard Condominiums

Service Address: 1101-1113 Court Ln

Contact Phone: [REDACTED]

Date of Leak: 9-11-2020

Cause of Leak: Broken Pipe

Has Leak Been Repaired: Yes

Has Leak Been Verified: Yes by Matt Beard

Total Amount of Credit: \$ 2,712.88

email address - zoom panelist 12/7/2020

Account Management - (View)

File Edit Options Functions Consoles Help



Account Number: 292-2210-00 New Occupant
 Zone: 02 * Notes **

Address: 1101-1113 COURT LN
 Name: COURT YARD CONDOMINIUMS

General | Metered | Non-Metered | Financial | Information | Comments | History | Consumption History | Service Orders | Devices

Code: CALL Text: SPK TO AMY HIGH USAGE 11-10-20
 Description: CALLED CUSTOMER

Code	Description	Data	Addr/Occup
CALL	CALLED CUSTOMER	SPK TO AMY HIGH USAGE 11-10-20	
FLEX	FLEX NET METER	100 CF 2" MTR	

Edit This Record

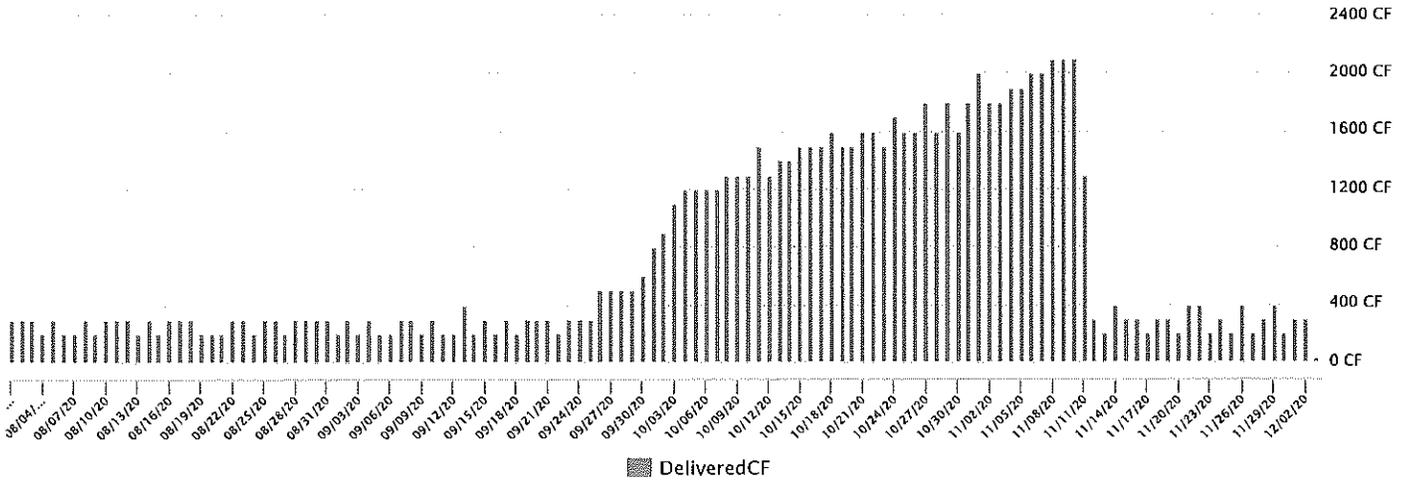
Clear

View michelleldr

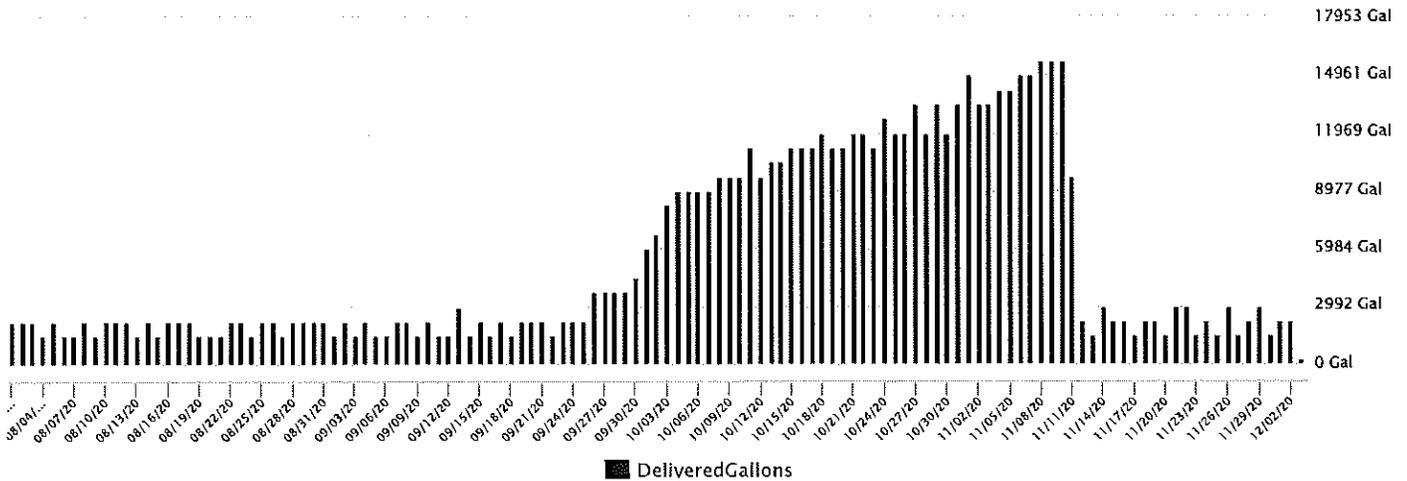
08/01/2020 - 12/03/2020

Device Number [REDACTED]
 Account Number [REDACTED]
 Radio Number [REDACTED]
 Customer Name: COURT YARD CONDOMINIUMS
 Processed Date/Time: Dec 3, 2020 2:41:23 AM
 Uploaded Date/Time: Dec 2, 2020 9:12:30 PM
 Location: 1101-1113 Court Ln Goshen City IN 46528

Volume (CF)



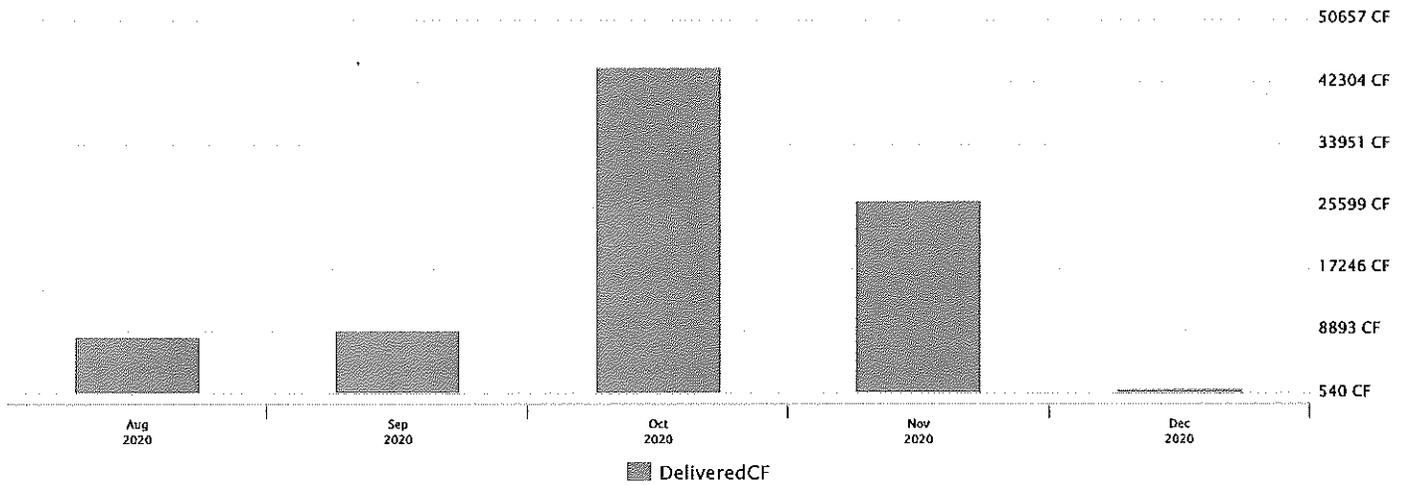
Volume (Gal)



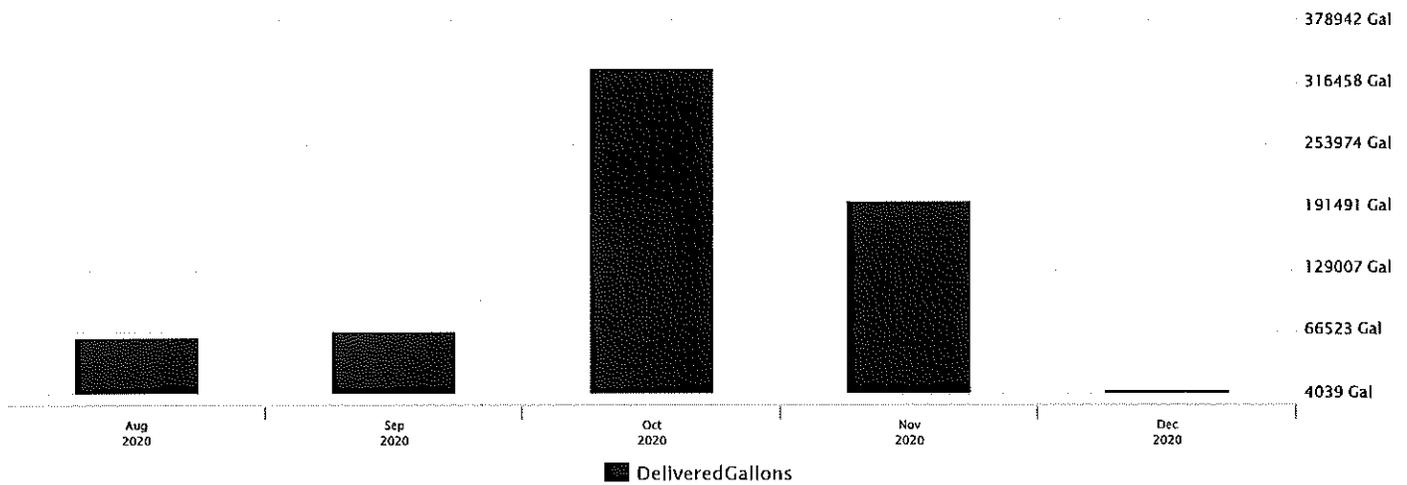
08/01/2020 - 12/03/2020

Device Number: [REDACTED]
Account Number: [REDACTED]
Radio Number: [REDACTED]
Customer Name: COURT YARD CONDOMINIUMS
Processed Date/Time: Dec 3, 2020 2:41:23 AM
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Volume (CF)



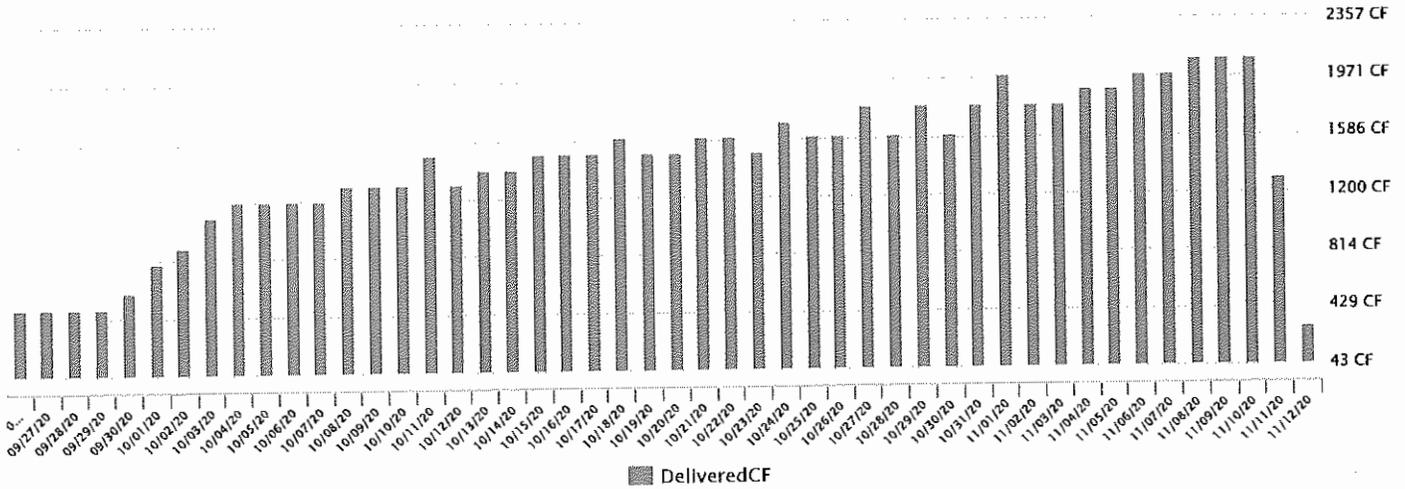
Volume (Gal)



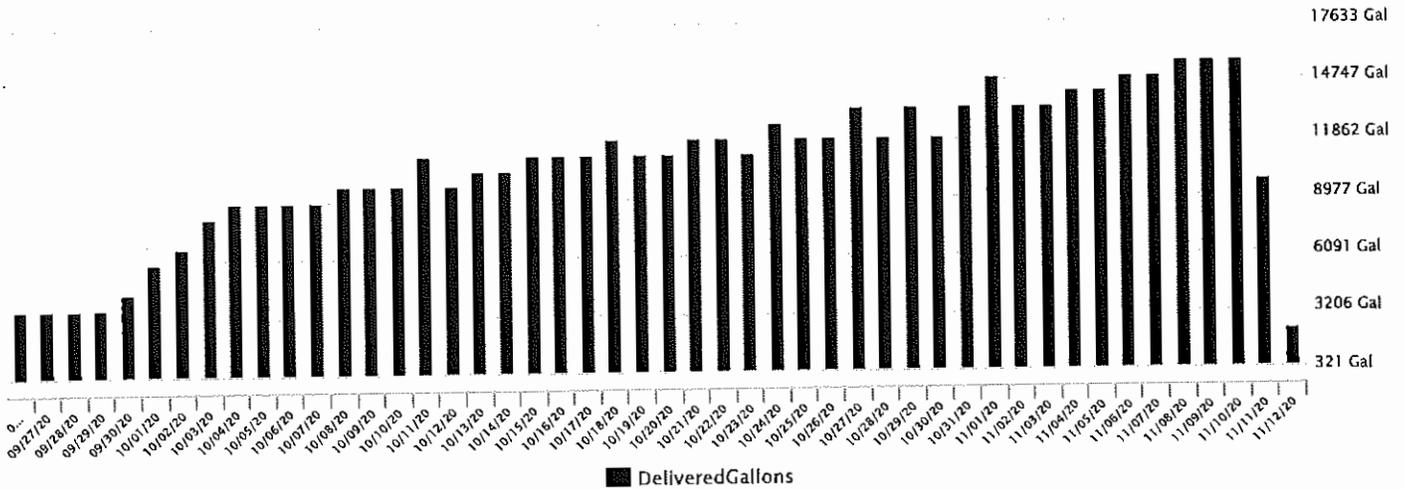
09/26/2020 - 11/12/2020

Device Number: XXXXXXXXXX
 Account Number: XXXXXXXXXX
 Radio Number: XXXXXXXXXX
 Customer Name: COURT YARD CONDOMINIUMS
 Processed Date/Time: Dec 3, 2020 2:41:23 AM
 Uploaded Date/Time: Dec 2, 2020 9:12:30 PM
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Volume (CF)



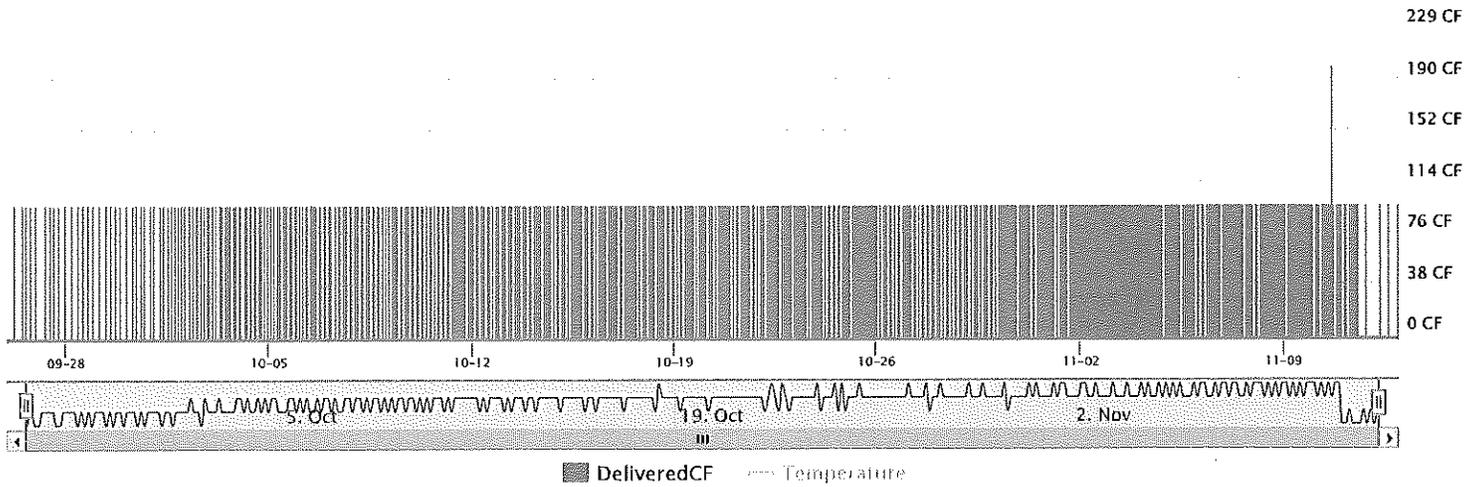
Volume (Gal)



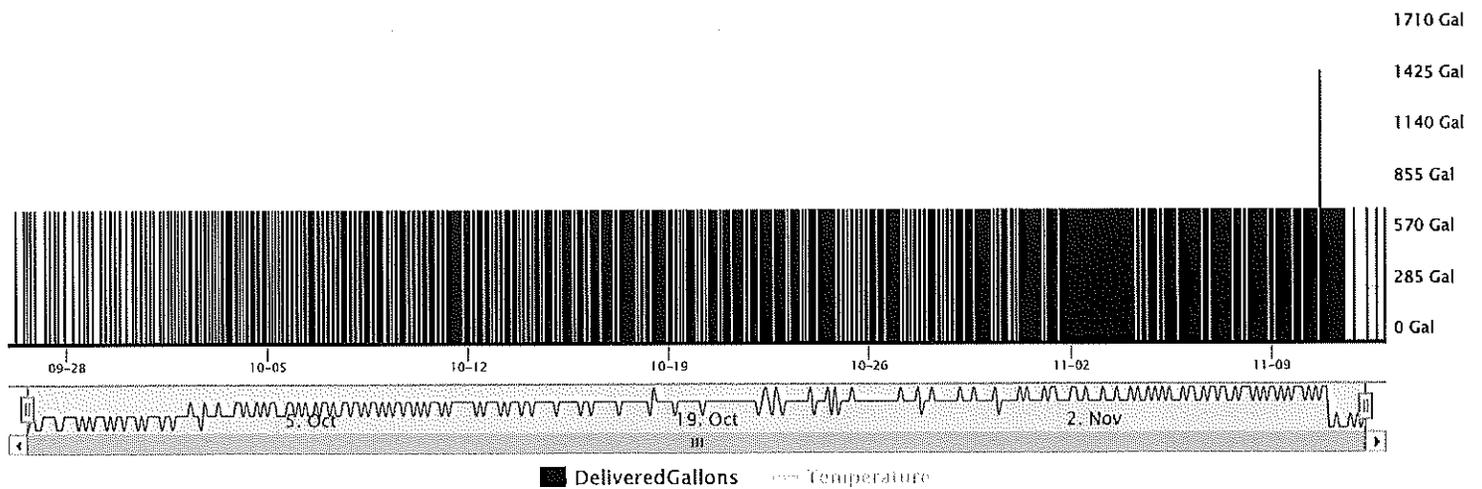
09/26/2020 - 11/12/2020

Device Number [REDACTED]
Account Number [REDACTED]
Radio Number [REDACTED]
Customer Name: COURT YARD CONDOMINIUMS
Processed Date/Time: Dec 3, 2020 2:41:23 AM
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Location: 1101-1113 Court Ln Goshen City IN 46528

Volume (CF)

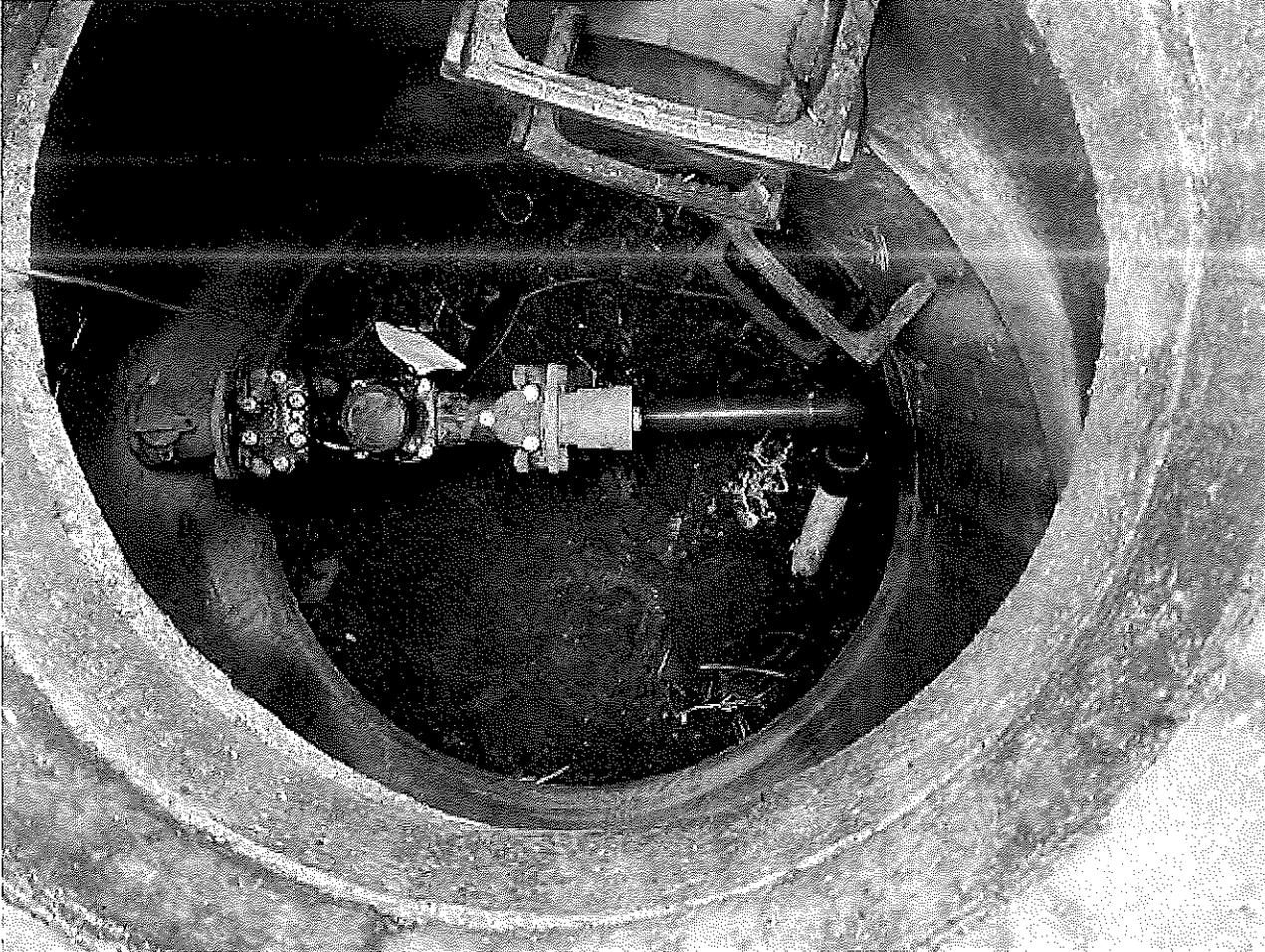


Volume (Gal)



Eldridge, Michelle

From: Beard, Matt
Sent: Tuesday, December 01, 2020 2:25 PM
To: Holdren, Kent; Saenz, Kelly; Eldridge, Michelle
Subject: Court Yard Sewer Relief





I went out to the Court Yard Condominiums today to see if they qualified for sewer relief. The repair is the gray pvc in the first pic. There is no drain in the bottom of the structure or anywhere close to the manhole lid. They would qualify for sewer relief.

Sent from my iPhone



Account Number
 Zone

Address
 Name

General | Metered | Non-Metered | Financial | Information | Comments | History | Consumption History | Service Orders | Devices

Pending Activity Balance

Drag a column header here to group by that column

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
11/23/2020	020190	Bill		10/01-11/01 12/21	4,216.98		4,216.98
11/09/2020	020156	Payment	1395461	8282		1,091.28	0.00
10/26/2020	020123	Bill		9/01-10/01 11/16	1,091.28		1,091.28
10/19/2020	020102	Payment	1389043	8137		812.84	0.00
09/28/2020	020046	Bill		8/01- 9/01 10/19	812.84		812.84
09/08/2020	019976	Payment	1378011	7950		894.22	0.00
09/08/2020	000000	Memo	1378011	Ex CUT-PMT 894.22CR			894.22
08/24/2020	019942	Bill		6/29- 8/01 09/21	893.68		894.22
08/18/2020	019913	Memo		Excluded Cutoff			0.54
08/10/2020	019882	Payment	1370331	7775		875.17	0.54
07/27/2020	019730	Bill		5/26- 6/29 08/17	875.71		875.71
07/15/2020	019698	Payment	1363697	A 7605		848.77	0.00
06/22/2020	019645	Bill		4/23- 5/26 07/20	848.77		848.77
06/09/2020	019620	Payment	1354836	7451		929.60	0.00
05/26/2020	019586	Bill		3/24- 4/23 06/15	929.60		929.60

Edit This Record

View michelleldr

Account Management - (View)

File Edit Options Functions Consoles Help



Account Number: 292-2210-00
 Zone: 02

Address: 1101-1113 COURT LN
 Name: COURT YARD CONDOMINIUMS

General | Metered | Non-Metered | Financial | Information | Comments | History | Consumption History | Service Orders | Devices

Services: 100 105 W-USAGE 2" METER - 74811599

Filter | Period: 12/2018 Thru 1/2021

Grid Graph



Year: 2020									
Month	Date	Read		Total Consumption	Demand		Reading		Occupant
		Previous	Current		Read	Consumption	Flag	Source	
- Year: 2020 Total: 11									
Nov	11/01/2020	2956	3410	45400			Regular	Hand Held	00
Oct	10/01/2020	2850	2956	10600			Regular	Hand Held	00
Sep	09/01/2020	2775	2850	7500			Regular	Hand Held	00
Aug	08/01/2020	2691	2775	8400			Regular	Hand Held	00
Jul	06/29/2020	2609	2691	8200			Regular	Hand Held	00
Jun	05/26/2020	2530	2609	7900			Regular	Hand Held	00
May	04/23/2020	2442	2530	8800			Regular	Hand Held	00
Apr	04/02/2020	2349	2442	9300			Regular	Hand Held	00
Mar	03/02/2020	2272	2349	7700			Regular	Hand Held	00
Feb	02/03/2020	2194	2272	7800			Regular	Hand Held	00
Jan	01/02/2020	2125	2194	6900			Regular	Hand Held	00
				Avg 9225					

Edit This Record

View | michelleldr



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 5 FOR GOSHEN POLICE DEPARTMENT
SHOOTING RANGE TRAINING CENTER (JN: 2018-0014)**

DATE: December 7, 2020

Attached please find Change Order No. 5 for the Goshen Police Department Shooting Range Training Center.

Change Order No. 5 covers additional costs for creating an opening to access under stairs and to add walls beside drinking fountains to achieve ADA compliance. The previous contract amount, with change orders, was \$330,840.68. The new changes increase the contract amount by \$2,305.16, for a revised contract amount of \$333,145.84, an increase of 5.63% over the original contract price.

Requested motion:

Move to approve Change Order No. 5 for the Goshen Police Department Shooting Range Training Center Project for an increase of \$2,305.16.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 5
Date: 12/7/20

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

OWNER: City of Goshen
PROJECT NAME: Goshen Police Department Shooting Range Training Center
PROJECT NUMBER: 2018-0014
CONTRACTOR: R. Yoder Construction, Inc.

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

This Change Order's additions include a wall beside the drinking fountains to meet ADA requirements, and to create an opening for access under stairs.

CO5.1	Wing Walls by Drinking Fountains	1 LSUM @ \$343.20	\$343.20

CO5.2	Create Opening for Access Under Stairs	1 LSUM @ \$1,961.96	\$1,961.96

		Subtotal -	\$2,305.16

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 5

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$315,400.02
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>4</u>	\$15,440.66
3. Amount of Contract, not including this supplement	\$330,840.68
4. Addition/ Reduction to Contract due to this supplement	\$2,305.16
5. Amount of Contract, including this supplemental	\$333,145.84
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$17,745.82
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>5</u> (Line 6 divided by Line 1)	5.63%

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 December 11, 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. 5

RECOMMENDED FOR ACCEPTANCE

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

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

R. Yoder Construction

BY:

Signature of authorized representative

Printed

Title



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 6 FOR GOSHEN POLICE DEPARTMENT
SHOOTING RANGE TRAINING CENTER (JN: 2018-0014)**

DATE: December 7, 2020

Attached please find Change Order No. 6 for the Goshen Police Department Shooting Range Training Center.

Change Order No. 6 covers additional costs for ventilators and ductwork as means of bringing in fresh air that was overlooked during the design and extends the substantial completion date 7 days to December 22. The previous contract amount, with change orders, was \$333,145.84. The new changes increase the contract amount by \$41,966.76, for a revised contract amount of \$375,112.60, an increase of 18.93% over the original contract price.

Requested motion:

Move to approve Change Order No. 6 for the Goshen Police Department Shooting Range Training Center Project for an increase of \$41,966.76 and seven days.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 6

Date: 12/7/20

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

OWNER: City of Goshen
PROJECT NAME: Goshen Police Department Shooting Range Training Center
PROJECT NUMBER: 2018-0014
CONTRACTOR: R. Yoder Construction, Inc.

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

This Change Order's additions include fresh air ventilation that was overlooked during design.

CO6.1	Fresh Air Ventilation	1 LSUM @	\$41,966.76	\$41,966.76
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Subtotal - \$41,966.76

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 6

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$315,400.02
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>5</u>	\$17,745.82
3. Amount of Contract, not including this supplement	\$333,145.84
4. Addition/ Reduction to Contract due to this supplement	\$41,966.76
5. Amount of Contract, including this supplemental	\$375,112.60
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$59,712.58
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>6</u> (Line 6 divided by Line 1)	18.93%

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 11 calendar days, making the final completion date December 23, 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

RECOMMENDED FOR ACCEPTANCE

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

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

ACCEPTED: CONTRACTOR

R. Yoder Construction

BY: _____
Signature of authorized representative

Printed

Title

AGREEMENT

Snow Removal Agreement for Goshen Downtown Economic Improvement District

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between Aquascapes of Michiana, LLC, hereinafter referred to as “Contractor”, and the Goshen Downtown Economic Improvement District, by and through the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the Goshen Downtown Economic Improvement District provides snow removal services within its designated district and lacks staff to perform such service.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to perform snow removal services within the Goshen Downtown Economic Improvement District.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide all labor, insurance, supervision, work and similar items necessary to perform and complete in a workmanlike manner the removal of snow within the Goshen Downtown Economic Improvement District.

Contractor’s scope of work shall include snow removal and salting services within the Goshen Downtown Economic Improvement District depicted in the yellow highlighted portion of the aerial photograph attached hereto and made a part hereof. City will supply the equipment and fuel necessary to perform the snow removal and salting services. Contractor will commence its services in a timely manner when one and one-half inches (1 ½”), or more, of snow accumulates as determined by Contractor. This will include all days of the week and holidays. In the event of snowfall of less than one (1) inch of total accumulation, City may notify Contractor as to the necessity of snowplowing services. Salting (or use of another melting agent) service will commence after snow is removed. City may request additional snow removal or salting services from Contractor, but such requests are subject to Contractor’s approval, and additional charges will apply for requests for additional services.

City must keep areas that it wishes to be serviced clear of vehicles, debris, and other obstacles to ensure a thorough snow removal. Contractor will stay a minimum of two feet away from all vehicles or other objects in the snow removal area. If a vehicle is blocking an area, Contractor will only remove snow from open portions of the district. If City calls Contractor back to remove snow where vehicles or other obstructions had been in the way, Contractor will bill City a prorated amount. Contractor will not be expected to clear snow from areas that contain vehicles, debris, dumpsters, or other obstacles that would interfere with Contractor’s work.

City understands that plowing or salting may not clear the area to “bare pavement” and that slippery conditions may continue even after snow removal and/or salting services have occurred. City understands that Contractor assumes no liability for this naturally occurring condition, and that weather conditions may change rapidly and without notice.

City understands that snow plowing, by its nature, involves pushing a blade over the surface of pavement. While Contractor shall exercise due care, it assumes no liability for damage to obstacles that protrude from the surface of the pavement such as water shut offs,

electrical boxes, sewer vents and clean outs, hidden objects, and other similar items that may be damaged despite exercising due care. Likewise Contractor assumes no liability for damage to hard surfaces and curbs that are defective, deteriorated, weakened, frost heaved, or installed improperly. Contractor will only be liable if it is grossly negligent in its work.

Contractor may stop working if severe weather conditions exist, such as wind-chill factors below zero degrees Fahrenheit.

Contractor agrees to exercise due care, but will not be liable for incidental damages from deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles or other objects.

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.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties, and continue through the 2020-2021 winter (snowfall) season. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after a snowfall that triggers Contractor's obligation to remove snow.

COMPENSATION

The City agrees to compensate Contractor for snow removal services described in this agreement on an hourly basis based on the following chart:

Depth of snow	Price (per hour)
1-3 inches	\$50.00
3-5 inches	\$50.00
5-8 inches	\$50.00
8-12 inches	\$50.00
>12 inches	Multiple service visits

Salting services will cost \$1.00 per pound of salt spread. If City requests a different melting agent, the price-per-pound may be adjusted, but Contractor will provide City with the cost of the alternate prior to spreading a different melting agent.

Work performed on the following holidays will be charged at a 20% premium: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor 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) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

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.

BREACH

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement 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 Agreement, 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 Agreement.
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 Agreement.
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 Agreement.
7. The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this Agreement 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 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.

ASSIGNMENT

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.

MODIFICATIONS

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

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 the Agreement. 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: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:

Aquascapes of Michiana, LLC.
Attention:
58416 County Road 7
Elkhart, IN 46517

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

1. Any provision of this Agreement 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 Agreement. In the event of a conflict between these documents

and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

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

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor 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 this Agreement 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 Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**City of Goshen
Board of Public Works and Safety**

Aquascapes of Michiana, LLC

Jeremy P. Stutsman, Mayor

By: _____
Printed:

Mary Nichols, Member

Its:

Michael Landis, Member

Date: _____

Date: _____

Downtown Goshen

Main street from Pike to Madison and half a block down the side streets. Equipment & salt will be provided by city. must be completed by 8 a.m.

Legend



Google Earth

© 2018 Google

Goshen

900 ft

33

S. Collins Ave



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: **2021 ASPHALT PAVING PROJECT**
(JN: 2020-0002A)

DATE: December 7, 2020

On November 30, 2020, we received bids for the above referenced project. Following are the results:

Niblock Excavating - \$845,436.25
Rieth-Riley - \$886,548.02
Walsh & Kelly - \$992,319.55

A copy of the bid tab is attached for your reference.

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

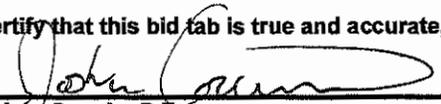
Attached are 3 copies of the contract. Please sign and return to the Engineering Department for processing.

Requested Motion: Approve the Agreement with Niblock Excavating for the 2021 Asphalt Paving Project in the amount of \$845,436.25.

2021 ASPHALT PAVING PROJECT - 2021-0002
MATERIAL BID TAB
BID DUE DATE - NOVEMBER 30, 2020

Item No.	Estimated Quantity	Unit	Description	Niblock Excavating		Rieth-Riley Construciton		Walsh & Kelly	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$42,000.00	\$42,000.00	\$35,955.66	\$35,955.66	\$45,000.00	\$45,000.00
2A	53,175	SYD	Roadway Milling	\$2.55	\$135,596.25	\$2.28	\$121,239.00	\$3.00	\$159,525.00
2B	3,300	SYD	Roadway Milling 4" base repair	\$4.50	\$14,850.00	\$7.17	\$23,661.00	\$5.50	\$18,150.00
3A	6,400	TON	HMA Surface	\$72.00	\$460,800.00	\$74.54	\$477,056.00	\$73.75	\$472,000.00
3B	725	TON	HMA Base, 4", Undistributed	\$70.00	\$50,750.00	\$70.78	\$51,315.50	\$55.00	\$39,875.00
4	1	LSUM	Tack Coat	\$12,450.00	\$12,450.00	\$8,903.79	\$8,903.79	\$45,000.00	\$45,000.00
5	34	EA	Adjust Casting to Grade	\$250.00	\$8,500.00	\$525.35	\$17,861.90	\$250.00	\$8,500.00
6A	7,700	LFT	Line, Thermoplastic, Double Yellow, 4"	\$1.50	\$11,550.00	\$2.00	\$15,400.00	\$1.28	\$9,856.00
6B	5,200	LFT	Line, Thermoplastic, Solid, White, 4"	\$0.75	\$3,900.00	\$1.00	\$5,200.00	\$0.64	\$3,328.00
6C	875	LFT	Line, Thermoplastic, Broken, Yellow, 4"	\$0.80	\$700.00	\$1.00	\$875.00	\$0.72	\$630.00
6D	109	LFT	Line, Thermoplastic, Stop Bar, 24"	\$30.00	\$3,270.00	\$12.00	\$1,308.00	\$24.90	\$2,714.10
7	515	LFT	Curb Removal and Replacement	\$40.00	\$20,600.00	\$61.14	\$31,487.10	\$80.00	\$41,200.00
8	250	SYD	Concrete Sidewalk, 4"	\$55.00	\$13,750.00	\$89.38	\$22,345.00	\$110.00	\$27,500.00
9	245	SYD	ADA Ramp	\$165.00	\$40,425.00	\$204.38	\$50,073.10	\$335.00	\$82,075.00
10	21	SYD	Concrete Sidewalk Removal	\$20.00	\$420.00	\$88.10	\$1,850.10	\$67.45	\$1,416.45
11	160	SYD	Concrete Approach, 8.0"	\$100.00	\$16,000.00	\$86.73	\$13,876.80	\$135.00	\$21,600.00
12	160	SYD	#53 Crushed Concrete, 6"	\$25.00	\$4,000.00	\$18.84	\$3,014.40	\$35.00	\$5,600.00
13	1	EA	INDOT Storm Casting	\$1,250.00	\$1,250.00	\$1,329.22	\$1,329.22	\$1,250.00	\$1,250.00
14	35	EA	Expansion Joint, Cut into Existing Curb	\$50.00	\$1,750.00	\$64.12	\$2,244.20	\$60.00	\$2,100.00
15	25	SYD	Grouted Riprap Repair	\$115.00	\$2,875.00	\$62.09	\$1,552.25	\$200.00	\$5,000.00
BID AMOUNT TOTAL:					\$845,436.25		\$886,548.02		\$992,319.55

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


 Joshua Corwin, P.E.
 Traffic Engineer
 City of Goshen

AGREEMENT

FOR

2021 ASPHALT PAVING PROJECT, JN: 2021-0002

THIS AGREEMENT is entered into on December _____, 2020, by and between **Niblock Excavating, Inc.** (“Contractor”), whose mailing address is PO Box 211, Bristol, IN 46507, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services.

- 1.1. Contractor shall preform all work for the 2021 ASPHALT PAVING PROJECT, JN: 2021-0002 in accordance with the complete Specification Documents which are incorporated by reference to this agreement. For the purposes of this agreement, all services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, including detailed specifications, plans and drawings; and 3) Contractor’s Proposal.

2. Effective Date; Contract Term; Liquidated Damages.

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the project as soon as practical in proper weather conditions.
- 2.3. Contractor shall complete the Project by August 1, 2021.
- 2.4. If Contractor does not complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Two Hundred Fifty Dollars (\$250) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

3. Compensation.

- 3.1. City shall pay Contractor for the performance of the work based on the established unit prices for all labor and materials as set forth in Contractor's itemized proposal, a copy of which is attached to this agreement as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with the total cost for the Project estimated at Eight Hundred Forty-five Thousand Four Hundred Thirty-six and 25/100 Dollars (\$845,436.25). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. The actual number of units used in the Project may be more or less than the estimated quantities, and payment on the contract will be based on the actual number of units used.
- 3.3. The prices shall cover and include Contractor providing all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage.

- 4.1. City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents.
- 4.2. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.3. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld under those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.4. Contractor shall submit to City proof that Contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services before final payment is made.
- 4.5. Upon completion of the Project, the final inspection and acceptance of all work by City, and Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing work under this contract, final payment to Contractor will be made 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.
- 4.6. Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

- 4.7. Payment will be made within forty-five (45) days following City's receipt of the invoice, except for final payment under Section 4.5. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.8. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- 4.9. Any payment made by City before final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.

5. Inspection.

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Contractor's expense or to require at Contractor's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

6. Warranty.

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond.

- 7.1. Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- 7.2. The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specification Documents. 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 therefrom which shall be discovered within the guarantee period.

7.3. The maintenance bond shall not be released until one (1) year after the acceptance of the work by City.

8. Performance Bond.

8.1. Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.

8.2. The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specification Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.

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

9. Payment Bond.

9.1. Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the contract.

9.2. The payment bond is binding on Contractor, the subcontractor (if any), and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.

9.3. The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

10. Independent Contractor.

10.1. Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. 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 and/or the Contractor's agents, employees or subcontractors.

11. Non-Discrimination.

11.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any 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 may be regarded as a material breach of contract.

11.2. Contractor agrees:

- 11.2.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.2.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 11.2.3. That there may be deducted from the amount payable to Contractor by the City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 11.2.4. That this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification.

- 12.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- 12.2. Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 12.3. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 12.4. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

13. Indemnification.

- 13.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

14. Insurance.

- 14.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- 14.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 14.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 14.3.1. Workers Compensation and Employer's Liability - Statutory Limits
 - 14.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 14.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 14.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

15. Force Majeure.

- 15.1. 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.
- 15.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. 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.

16. Default.

- 16.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- 16.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days 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.

16.3. Contractor may also be considered in default by the City if any of the following occur:

16.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.

16.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

16.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

16.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

16.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

16.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.

16.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

17. Termination.

17.1. 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.

17.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.

17.3. 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.

18. Subcontracting or Assignment of Contract.

18.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

19. Change Orders.

19.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

19.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

20. Amendments.

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

21. Waiver of Rights.

21.1. 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.

22. Applicable Laws.

22.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.

22.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.

22.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

23. Miscellaneous

23.1. 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.

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

23.3. These documents 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.

23.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

24. Severability.

24.1. 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.

25. Binding Effect.

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

26. Entire Agreement.

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

27. Authority to Execute.

27.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

City of Goshen, Indiana
Goshen Board of Public Works and Safety
and Stormwater Board

Niblock Excavating, Inc.

Jeremy P. Stutsman, Mayor

Chad Niblock, President

Michael A. Landis, Member

Date: December ____, 2020

Mary Nichols, Member

Date: December 7, 2020

EXHIBIT A

**Contractor's Itemized Proposal
for
2021 Asphalt Paving Project, JN: 2021-0002**



ITEMIZED BID FORM

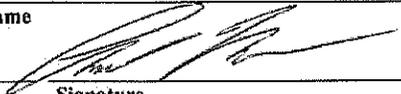
2021 Paving Project

2021-0002

The original signed proposal must be submitted to the City of Goshen Clerk-Treasurer's Office, 202 South 5th Street, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Contractor certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Contractor and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Contractor and have obtained all necessary or applicable approvals to make this contract fully binding upon the Contractor.

Contractor: Niblock Excavating _____
Company Name

Chad Niblock _____
Print Name President Title


Signature

Address: PO Box 211, Bristol IN 46507 _____

Telephone Number (s): Business: (574) 848-4437 _____ **Cell** _____

Acknowledgement of Addenda Number(s) _____

The above bidder hereby submits the following offer to meet all of the requirements in the Specification Documents for the following cost:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LSUM	42,000.00	42,000.00
2A	Roadway Milling	53,175	SYD	2.55	135,596.25
2B	Roadway Milling 4" base repair (undist.)	3,300	SYD	4.50	14,850.00
3A	HMA Surface	6,400	TON	72.00	460,800.00
3B	HMA Base, 4.0" (undistributed)	725	TON	70.00	50,750.00
4	Tack Coat	1	LSUM	12,450.00	12,450.00

5	Adjust casting to grade	34	EA	250.00	8,500.00
6A	Line, Thermoplastic, Double Yellow, 4 In.	7,700	LFT	1.50	11,550.00
6B	Line, Thermoplastic, Solid, White, 4 In.	5,200	LFT	0.75	3,900.00
6C	Line, Thermoplastic, Broken, Yellow, 4 In.	875	LFT	0.80	700.00
6D	Line, Thermoplastic, Stop bar, 24 in.	109	LFT	30.00	3,270.00
7	Curb Removal and Replacement	515	LFT	40.00	20,600.00
8	4", Concrete Sidewalk	250	SYD	55.00	13,750.00
9	ADA Ramp	245	SYD	165.00	40,425.00
10	Conc. Sidewalk Removal	21	SYD	20.00	420.00
11	8.0", Concrete Approach	160	SYD	100.00	16,000.00
12	6" #53 Crushed Concrete	160	SYD	25.00	4,000.00
13	INDOT Storm Casting	1	EA	1,250.00	1,250.00
14	Expansion Joint, Cut into Existing Curb	35	EA	50.00	1,750.00
15	Grouted Riprap Repair	25	SYD	115.00	2,875.00
Total Base Bid					845,436.25



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: **2021 CONCRETE PAVING PROJECT
(JN: 2020-0002B)**

DATE: December 7, 2020

On November 30, 2020, we received bids for the above referenced project. Following are the results:

Premium Concrete - \$593,590.00
Walsh & Kelly - \$634,422.50
Selge Construction - \$720,935.00
Rieth-Riley - \$737,344.00

A copy of the bid tab is attached for your reference.

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

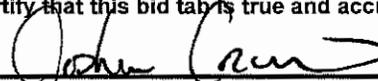
Attached are 3 copies of the contract. Please sign and return to the Engineering Department for processing.

Requested Motion: Approve the Agreement with Premium Concrete for the 2021 Concrete Paving Project in the amount of \$593,590.00

2021 CONCRETE PAVING PROJECT - 2021-0002
MATERIAL BID TAB
BID DUE DATE - NOVEMBER 30, 2020

Item No.	Estimated Quantity	Unit	Description	Premium Concrete		Walsh & Kelly		Selge Construction		Rieth-Riley	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$28,000.00	\$28,000.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$28,930.74	\$28,930.74
2	5,650	SYD	Concrete Pavement & Curb Removal	\$21.00	\$118,650.00	\$14.65	\$82,772.50	\$35.20	\$198,880.00	\$25.34	\$143,171.00
3	14	EA	Manhole and Curb Casting Reset/Adjust	\$500.00	\$7,000.00	\$250.00	\$3,500.00	\$1,235.00	\$17,290.00	\$575.64	\$8,058.96
4	5,600	SYD	6" Full-Depth Class A Concrete	\$55.00	\$308,000.00	\$70.50	\$394,800.00	\$66.25	\$371,000.00	\$68.87	\$385,672.00
5	2,000	TON	6" #53 Crushed/Recycled Concrete	\$30.00	\$60,000.00	\$40.00	\$80,000.00	\$11.15	\$22,300.00	\$31.24	\$62,480.00
6	2,300	LFT	D-1 Contraction Joint	\$13.00	\$29,900.00	\$10.00	\$23,000.00	\$14.50	\$33,350.00	\$25.03	\$57,569.00
7	2,600	EA	Dowel Bars	\$12.00	\$31,200.00	\$5.00	\$13,000.00	\$14.50	\$37,700.00	\$15.79	\$41,054.00
8	60	CYS	Unsuitable Material, Undercutting (Undist)	\$50.00	\$3,000.00	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$46.75	\$2,805.00
9	60	TON	#2 Crushed/Recycled Concrete (Undist)	\$63.00	\$3,780.00	\$40.00	\$2,400.00	\$18.25	\$1,095.00	\$51.88	\$3,112.80
10	35	SYD	4" Concrete Sidewalk	\$116.00	\$4,060.00	\$90.00	\$3,150.00	\$72.00	\$2,520.00	\$128.30	\$4,490.50
BID AMOUNT TOTAL:					\$593,590.00		\$634,422.50		\$720,935.00		\$737,344.00

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



 Joshua Corwin, P.E.
 Traffic Engineer
 City of Goshen

AGREEMENT

FOR

2021 CONCRETE ROADWAY REPAIR PROJECT, JN: 2021-0002

THIS AGREEMENT is entered into on December _____, 2020, by and between **Premium Concrete Services, Inc.** (“Contractor”), whose mailing address is 721 Richmond Street, Elkhart, IN 46516, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services.

- 1.1. Contractor shall preform all work for the 2021 CONCRETE ROADWAY REPAIR PROJECT, JN: 2021-0002 in accordance with the complete Specification Documents which are incorporated by reference to this agreement. For the purposes of this agreement, all services shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, including detailed specifications, plans and drawings; and 3) Contractor’s Proposal.

2. Effective Date; Contract Term; Liquidated Damages.

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the project as soon as practical in proper weather conditions.
- 2.3. Contractor shall complete the Project by September 1, 2021.
- 2.4. If Contractor does not complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Two Hundred Fifty Dollars (\$250) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

3. Compensation.

- 3.1. City shall pay Contractor for the performance of the work based on the established unit prices for all labor and materials as set forth in Contractor's itemized proposal, a copy of which is attached to this agreement as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with the total cost for the Project estimated at Five Hundred Ninety-three Thousand Five Hundred Ninety and 00/100 Dollars (\$593,590.00). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. The actual number of units used in the Project may be more or less than the estimated quantities, and payment on the contract will be based on the actual number of units used.
- 3.3. The prices shall cover and include Contractor providing all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment and Retainage.

- 4.1. City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents.
- 4.2. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.3. In accordance with Indiana Code § 36-1-12-14, City shall withhold payment of money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld under those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- 4.4. Contractor shall submit to City proof that Contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services before final payment is made.
- 4.5. Upon completion of the Project, the final inspection and acceptance of all work by City, and Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing work under this contract, final payment to Contractor will be made 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.
- 4.6. Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

- 4.7. Payment will be made within forty-five (45) days following City's receipt of the invoice, except for final payment under Section 4.5. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.8. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- 4.9. Any payment made by City before final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.

5. Inspection.

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Contractor's expense or to require at Contractor's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

6. Warranty.

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond.

- 7.1. Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- 7.2. The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specification Documents. 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 therefrom which shall be discovered within the guarantee period.

7.3. The maintenance bond shall not be released until one (1) year after the acceptance of the work by City.

8. Performance Bond.

8.1. Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.

8.2. The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specification Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.

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

9. Payment Bond.

9.1. Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the contract.

9.2. The payment bond is binding on Contractor, the subcontractor (if any), and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.

9.3. The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

10. Independent Contractor.

10.1. Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. 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 and/or the Contractor's agents, employees or subcontractors.

11. Non-Discrimination.

11.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any 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 may be regarded as a material breach of contract.

11.2. Contractor agrees:

- 11.2.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 11.2.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 11.2.3. That there may be deducted from the amount payable to Contractor by the City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 11.2.4. That this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

12. Employment Eligibility Verification.

- 12.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- 12.2. Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 12.3. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 12.4. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

13. Indemnification.

- 13.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

14. Insurance.

- 14.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- 14.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 14.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 14.3.1. Workers Compensation and Employer's Liability - Statutory Limits
 - 14.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 14.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 14.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

15. Force Majeure.

- 15.1. 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.
- 15.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. 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.

16. Default.

- 16.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- 16.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days 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.

16.3. Contractor may also be considered in default by the City if any of the following occur:

16.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.

16.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

16.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

16.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

16.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

16.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.

16.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

17. Termination.

17.1. 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.

17.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.

17.3. 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.

18. Subcontracting or Assignment of Contract.

18.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

19. Change Orders.

19.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

19.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

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

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21.1. 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.

22. Applicable Laws.

22.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.

22.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.

22.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

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23.1. 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.

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

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23.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

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25. Binding Effect.

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

26. Entire Agreement.

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

27. Authority to Execute.

27.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

City of Goshen, Indiana
Goshen Board of Public Works and Safety
and Stormwater Board

Premium Concrete Services, Inc.

Jeremy P. Stutsman, Mayor

Max A. Yeakey, Vice President

Michael A. Landis, Member

Date: December ____, 2020

Mary Nichols, Member

Date: December 7, 2020

EXHIBIT A

**Contractor's Proposal
for
2021 Concrete Roadway Repair Project, JN: 2021-0002**

CONTRACTOR'S PROPOSAL

FOR

2021 CONCRETE ROADWAY REPAIR, JN: 2021-0002

Contractor shall complete this page in its entirety. A proposal must be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, Indiana 46528 by the date and time as indicated in the invitation section. All proposals received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety.

The undersigned Contractor certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices proposed. The undersigned authorized representative certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor.

Contractor Name: PREMIUM CONCRETE SERVICES, INC.

Street Address: 712 RICHMOND ST.

City: ELKHART State: IN Zip Code: 46516

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Contact Person: MAX YEAKY Title: V.P.

Telephone Number: 574-264-0196

Email Address: max@premiumconcreteonline.com

Contractor's Authorized Representative:

Signature: [Signature] Title: VP

Printed: MAX A YEAKY Date: 11-30-20

The above Contractor submits a proposal for the 2021 CONCRETE ROADWAY REPAIR, JN: 2021-0002, based on the following estimated quantities and established unit prices for all labor and materials:

**2021 Concrete Road Repair
2021-0002
BID TAB**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LSUM	\$28,000 ⁰⁰	\$28,000 ⁰⁰
2	Concrete Pavement and Curb Removal	5,650	SYD	\$21 ⁰⁰	\$118,650 ⁰⁰
3	Manhole and Curb Casting Reset/Adjust	14	EA	\$500 ⁰⁰	\$7,000 ⁰⁰
4	6" Full-Depth Class 'A' Concrete	5,600	SYD	\$55 ⁰⁰	\$308,000 ⁰⁰
5	6" #53 Crushed/Recycled Concrete	2,000	TONS	\$30 ⁰⁰	\$60,000 ⁰⁰
6	D-1 Contraction Joint	2,300	LFT	\$13 ⁰⁰	\$29,900 ⁰⁰
7	Dowel Bars	2,600	EA	\$12 ⁰⁰	\$31,200 ⁰⁰
8	Unsuitable Material, Undercutting (Undistributed)	60	CYS	\$50 ⁰⁰	\$3,000 ⁰⁰
9	#2 Crushed/Recycled Concrete (Undistributed)	60	TONS	\$63 ⁰⁰	\$3,780 ⁰⁰
10	4" Concrete Sidewalk	35	SYD	\$116 ⁰⁰	\$4,060 ⁰⁰
Total Base Bid				\$593,590 ⁰⁰	



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 Public Works and Safety

FROM: Goshen Engineering

RE: **2021 SIDEWALK 50/50 PROGRAM – JN: 2021-0001**

DATE: December 7, 2020

On November 30, 2020, the Board of Public works opened quotes for the above referenced project. Following are the results:

DC Construction	\$87,814.00
Selge Construction	\$122,153.50
Rieth-Riley Construction	\$131,662.04
Premium Concrete	\$138,630.00
Walsh & Kelly	\$181,900.00

A copy of the bid tab is attached for your information.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to DC Construction, with the lowest bid of \$87,814.00.

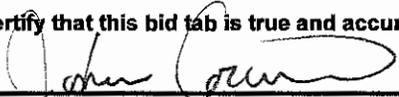
Please note for those participating in the 50/50 program, the City will be responsible for 50% of this cost, as the residents participating will pay the other 50%. Additionally, there are sidewalks designated by the City to be replaced in this project using 100% city funds.

Requested Motion: Approve agreement with DC Construction for the 2021 Sidewalk & Curb Reconstruction Project in the amount of \$87,814.00.

2021 SIDEWALK & CURB REPLACEMENT PROGRAM - JN: 2021-0001
BASE BID TAB
BID DUE DATE - NOVEMBER 30, 2020

Item No.	Qty.	Unit	Article and Description	DC Construction		Selge Construction		Rieth-Riley		Premium Concrete		Walsh & Kelly	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	500	SFT	Remove and replace sidewalk, 4". Less than 100 sq. ft. at one location (City 300 SFT)	\$ 9.48	\$ 4,740.00	\$ 16.95	\$ 8,475.00	\$ 15.33	\$ 7,665.00	\$ 20.00	\$ 10,000.00	\$ 17.00	\$ 8,500.00
2	1,000	SFT	Remove and replace sidewalk, 4". 100 to 250 sq. ft. at one location (City 800 SFT)	\$ 8.90	\$ 8,900.00	\$ 12.80	\$ 12,800.00	\$ 11.22	\$ 11,220.00	\$ 17.50	\$ 17,500.00	\$ 15.00	\$ 15,000.00
3	5,000	SFT	Remove and replace sidewalk, 4". Over 250 sq. ft. at one location (City 4500 SFT)	\$ 8.90	\$ 44,500.00	\$ 8.30	\$ 41,500.00	\$ 7.60	\$ 38,000.00	\$ 11.00	\$ 55,000.00	\$ 14.25	\$ 71,250.00
4	400	SFT	Remove & Replace ADA Curb Ramp (City 400 SFT)	\$ 11.45	\$ 4,580.00	\$ 33.00	\$ 13,200.00	\$ 46.23	\$ 18,492.00	\$ 28.00	\$ 11,200.00	\$ 50.00	\$ 20,000.00
5	350	SFT	Remove & Replace stamped concrete, 4" thick, 2' wide (City 350 SFT)	\$ 12.55	\$ 4,392.50	\$ 33.45	\$ 11,707.50	\$ 19.94	\$ 6,979.00	\$ 30.00	\$ 10,500.00	\$ 24.00	\$ 8,400.00
6	300	SFT	Remove & Replace Sidewalk, 6"	\$ 10.15	\$ 3,045.00	\$ 25.20	\$ 7,560.00	\$ 17.91	\$ 5,373.00	\$ 15.00	\$ 4,500.00	\$ 25.00	\$ 7,500.00
7	50	SFT	Install New ADA Curb Ramp (City 50 SFT)	\$ 11.45	\$ 572.50	\$ 61.00	\$ 3,050.00	\$ 56.45	\$ 2,822.50	\$ 28.00	\$ 1,400.00	\$ 50.00	\$ 2,500.00
8	100	LFT	Remove & Replace Concrete Curb, Type "C" (City 20 LFT)	\$ 34.80	\$ 3,480.00	\$ 60.50	\$ 6,050.00	\$ 63.18	\$ 6,318.00	\$ 40.00	\$ 4,000.00	\$ 100.00	\$ 10,000.00
9	158	TON	Compacted Aggregate for Base, No. 53	\$ 33.00	\$ 5,214.00	\$ 14.50	\$ 2,291.00	\$ 35.53	\$ 5,613.74	\$ 60.00	\$ 9,480.00	\$ 50.00	\$ 7,900.00
10	21	HOURL	Tree root removal	\$ 90.00	\$ 1,890.00	\$ 100.00	\$ 2,100.00	\$ 235.20	\$ 4,939.20	\$ 250.00	\$ 5,250.00	\$ 500.00	\$ 10,500.00
11	50	SFT	Install New Sidewalk, 4"	\$ 7.95	\$ 397.50	\$ 29.00	\$ 1,450.00	\$ 54.40	\$ 2,720.00	\$ 15.00	\$ 750.00	\$ 17.00	\$ 850.00
12	50	SFT	Install New ADA Curb Ramp	\$ 11.45	\$ 572.50	\$ 31.50	\$ 1,575.00	\$ 66.08	\$ 3,304.00	\$ 28.00	\$ 1,400.00	\$ 50.00	\$ 2,500.00
13	100	LFT	Remove & Replace Concrete Curb & Gutter	\$ 34.80	\$ 3,480.00	\$ 60.50	\$ 6,050.00	\$ 103.18	\$ 10,318.00	\$ 45.00	\$ 4,500.00	\$ 100.00	\$ 10,000.00
14	50	LFT	Remove & Replace Rolled Curb & Gutter	\$ 31.00	\$ 1,550.00	\$ 60.50	\$ 3,025.00	\$ 109.28	\$ 5,464.00	\$ 45.00	\$ 2,250.00	\$ 100.00	\$ 5,000.00
15	20	LFT	New Concrete Curb & Gutter	\$ 25.00	\$ 500.00	\$ 66.00	\$ 1,320.00	\$ 121.68	\$ 2,433.60	\$ 45.00	\$ 900.00	\$ 100.00	\$ 2,000.00
TOTAL BID					\$ 87,814.00		\$ 122,153.50		\$ 131,662.04		\$ 138,630.00		\$ 181,900.00

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


 Joshua Corwin, P.E.
 Traffic Engineer
 City of Goshen

AGREEMENT
FOR
2021 SIDEWALK AND CURB RAMP RECONSTRUCTION PROGRAM,
JN: 2021-0001

THIS AGREEMENT is entered into on December _____, 2020, by and between **DC Construction Services, Inc.** ("Contractor"), whose mailing address is 3497 Conner Street, Noblesville, IN 46060, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board ("City").

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services.

- 1.1. Contractor shall preform all work for the 2021 SIDEWALK AND CURB RAMP RECONSTRUCTION PROGRAM, JN: 2021-0001 in accordance with the complete Specification Documents which are incorporated by reference to this agreement. For the purposes of this agreement, all services shall be referred to as the "Project."
- 1.2. Contractor's Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, including detailed specifications, plans and drawings; and 3) Contractor's Proposal.

2. Effective Date; Contract Term; Liquidated Damages.

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the project as soon as practical in proper weather conditions.
- 2.3. Contractor shall complete the Project by August 1, 2021.

3. Compensation.

- 3.1. City shall pay Contractor for the performance of the work based on the established unit prices for all labor and materials as set forth in Contractor's itemized proposal, a copy of which is attached to this agreement as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with the total cost for the Project estimated at Eighty-seven Thousand Eight Hundred Fourteen and 00/100 Dollars (\$87,814.00). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. The actual number of units used in the Project

may be more or less than the estimated quantities, and payment on the contract will be based on the actual number of units used.

- 3.3. The prices shall cover and include Contractor providing all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment.

- 4.1. City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents.
- 4.2. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.
- 4.3. Contractor shall submit to City proof that Contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services before final payment is made.
- 4.4. Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

- 4.5. Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.6. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- 4.7. Any payment made by City before final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.

5. Inspection.

- 5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Contractor's expense or to require at Contractor's expense, the correction or replacement of

products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

6. Warranty.

- 6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond.

- 7.1. Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- 7.2. The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specification Documents. 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 therefrom which shall be discovered within the guarantee period.
- 7.3. The maintenance bond shall not be released until one (1) year after the acceptance of the work by City.

8. Independent Contractor.

- 8.1. Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. 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 and/or the Contractor's agents, employees or subcontractors.

9. Non-Discrimination.

- 9.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any 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 may be regarded as a material breach of contract.

9.2. Contractor agrees:

- 9.2.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- 9.2.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- 9.2.3. That there may be deducted from the amount payable to Contractor by the City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- 9.2.4. That this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

10. Employment Eligibility Verification.

- 10.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- 10.2. Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 10.3. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 10.4. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

11. Indemnification.

- 11.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

12. Insurance.

- 12.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- 12.2. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 12.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 12.3.1. Workers Compensation and Employer's Liability - Statutory Limits
 - 12.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 12.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 12.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

13. Force Majeure.

- 13.1. 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.
- 13.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. 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.

14. Default.

- 14.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- 14.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days 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.

- 14.3. Contractor may also be considered in default by the City if any of the following occur:
- 14.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - 14.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - 14.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - 14.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - 14.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - 14.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - 14.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

15. Termination.

- 15.1. 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.
- 15.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.
- 15.3. 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.

16. Subcontracting or Assignment of Contract.

- 16.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

17. Change Orders.

- 17.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

17.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

18. Amendments.

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

19. Waiver of Rights.

19.1. 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.

20. Applicable Laws.

20.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.

20.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.

20.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

21. Miscellaneous

21.1. 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.

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

21.3. These documents 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.

21.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

22. Severability.

22.1. 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.

23. Binding Effect.

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

24. Entire Agreement.

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

25. Authority to Execute.

25.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

City of Goshen, Indiana
Goshen Board of Public Works and Safety
and Stormwater Board

DC Construction Services, Inc.

Jeremy P. Stutsman, Mayor

Dustin Calhoun, President

Michael A. Landis, Member

Date: December ____, 2020

Mary Nichols, Member

Date: December 7, 2020

EXHIBIT A

**Contractor's Proposal
For**

2021 Sidewalk and Curb Ramp Reconstruction Program, JN: 2021-0001

CONTRACTOR'S PROPOSAL

FOR

**2021 SIDEWALK AND CURB RAMP RECONSTRUCTION PROGRAM,
JN: 2021-0001**

Contractor shall complete this page in its entirety. A proposal must be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, Indiana 46528 by the date and time as indicated in the Invitation section. All proposals received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety.

The undersigned Contractor certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices proposed. The undersigned authorized representative certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor.

Contractor Name: DC Construction Services

Street Address: 3497 Conner Street

City: Noblesville State: IN Zip Code: 46060

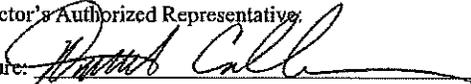
Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Contact Person: Dustin Calhoun Title: President

Telephone Number: 317-577-0276

Email Address: office@dc paving.com

Contractor's Authorized Representative:
Signature:  Title: President

Printed: Dustin Calhoun Date: 11-30-20

The above Contractor submits a proposal for the 2021 SIDEWALK AND CURB RAMP RECONSTRUCTION PROGRAM, JN: 2021-0001, based on the following estimated quantities and established unit prices for all labor and materials:

ITEMIZED QUOTE FORM

2021 Sidewalk & Curb Reconstruction Program

Project No. 2021-0001

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Remove & Replace Sidewalk (4") Less than 100 SFT at one location (300 LFT Guaranteed by City)	500	SFT	9.48	4,740.-
2	Remove & Replace Sidewalk (4") 100-250 SFT at one location (800 SFT Guaranteed by City)	1000	SFT	8.90	8,900.-
3	Remove & Replace Sidewalk (4") Over 250 SFT at one location (4500 SFT Guaranteed by City)	5000	SFT	8.90	44,500.-
4	Remove & Replace ADA Curb Ramp (4") (400 SFT Guaranteed by City)	400	SFT	11.45	4,580.-
5	Remove and replace stamped colored concrete, 4" thick, 2' wide. (350 SF Guaranteed by City)	350	SFT	12.55	4,392.50
6	Remove & Replace Sidewalk (6") (275 SFT Guaranteed by City)	300	SFT	10.15	3,045.-
7	Install New ADA Curb Ramp (50 SFT Guaranteed by City)	50	SFT	11.45	572.50
8	Remove & Replace Concrete Curb, Type "C" (20 LFT Guaranteed by City)	100	LFT	34.80	3,480.-
9	Compacted Aggregate for Base, No. 53	158	TON	33.-	5,214.-
10	Tree Root Removal	21	HR	90.-	1,890.-
11	Install New Sidewalk (4")	50	SFT	7.95	397.50
12	Install New ADA Curb Ramp	50	SFT	11.45	572.50
13	Remove & Replace Concrete Curb and Gutter	100	LFT	34.80	3,480.-
14	Remove & Replace Rolled Concrete Curb & Gutter	50	LFT	31.-	1,550.-
15	New Concrete Curb and Gutter	20	LFT	25.-	500.-
TOTAL AMOUNT QUOTE =					87,814.-



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: **BRIDGE REPAIRS PROJECT**
(JN: 2021-0010)

DATE: December 7, 2020

On November 30, 2020, we received proposals for the above referenced project. Following are the results:

Northern Indiana Construction - \$117,821.08

A copy of the bid tab is attached for your reference.

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

Attached are 3 copies of the contract. Please sign and return to the Engineering Department for processing.

Requested Motion: Approve agreement with Northern Indiana Construction for the 2021 Bridge Repairs Project in the amount of \$117,821.08.

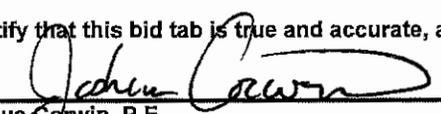
2021 BRIDGE REPAIRS PROJECT - 2021-0010

MATERIAL BID TAB

BID DUE DATE - NOVEMBER 30, 2020

Item No.	Estimated Quantity	Unit	Description	Northern Indiana Const.	
				Unit Price	Amount
1	1	LSUM	Construction Engineering	\$3,115.00	\$3,115.00
2	1	LSUM	Mobilization & Demobilization	\$4,990.00	\$4,990.00
3	1	LSUM	Clearing Right-of-Way	\$3,075.98	\$3,075.98
4	1	LSUM	Present Structure, Remove Portions of Bridge 201	\$9,470.00	\$9,470.00
5	1	LSUM	Present Structure, Remove Portions of Bridge 303	\$4,030.00	\$4,030.00
6	20	SYD	Sidewalk, Concrete, Remove	\$200.00	\$4,000.00
7	20	SYD	Sidewalk, Concrete	\$227.00	\$4,540.00
8	49	TON	Riprap, Revetment	\$186.50	\$9,138.50
9	64	SYD	Geotextile for Riprap Type 3	\$9.40	\$601.60
10	35	SYD	Riprap, Grouted, 18"	\$228.00	\$7,980.00
11	1	LSUM	Clean Steel Bridge, QP-2, Bridge 201	\$7,500.00	\$7,500.00
12	1	LSUM	Clean Steel Bridge, QP-2, Bridge 303	\$20,850.00	\$20,850.00
13	1	LSUM	Paint Steel Bridge, Bridge 201	\$6,000.00	\$6,000.00
14	1	LSUM	Paint Steel Bridge, Bridge 303	\$11,000.00	\$11,000.00
15	9	SFT	Patching Concrete Structures	\$85.00	\$765.00
16	1	LSUM	Structural Steel	\$3,500.00	\$3,500.00
17	870	SFT	Timber Deck	\$15.00	\$13,050.00
18	0.1	MBF	Lumber & Timber, Treated	\$8,650.00	\$865.00
19	1	LSUM	Maintaining Traffic	\$3,350.00	\$3,350.00
BID AMOUNT TOTAL:					\$117,821.08

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



 Joshua Corwin, P.E.
 Traffic Engineer
 City of Goshen

AGREEMENT

FOR

2021 BRIDGE REPARIS PROJECT, JN: 2021-0010

THIS AGREEMENT is entered into on December ____, 2020, by and between **Northern Indiana Construction Company, Inc.** ("Contractor"), whose mailing address is PO Box 1333, Mishawaka, IN 46546-1333, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board ("City").

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. Scope of Services.

- 1.1. Contractor shall perform all work for the 2021 BRIDGE REPARIS PROJECT, JN: 2021-0010 in accordance with the complete Specification Documents which are incorporated by reference to this agreement. For the purposes of this agreement, all services shall be referred to as the "Project."
- 1.2. Contractor's Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, including detailed specifications, plans and drawings; and 3) Contractor's Proposal.

2. Effective Date; Contract Term; Liquidated Damages.

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the project as soon as practical in proper weather conditions.
- 2.3. Contractor shall complete the Project by August 1, 2021.

3. Compensation.

- 3.1. City shall pay Contractor for the performance of the work based on the established unit prices for all labor and materials as set forth in Contractor's itemized proposal, a copy of which is attached to this agreement as Exhibit A.
- 3.2. Contractor's itemized proposal is based on unit prices and estimated quantities with the total cost for the Project estimated at One Hundred Seventeen Thousand Eight Hundred Twenty-one and 08/100 Dollars (\$117,821.08). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. The actual number of units used in the Project may be more or less than the estimated quantities, and payment on the contract will be based on the actual number of units used.

3.3. The prices shall cover and include Contractor providing all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

4. Payment.

4.1. City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents.

4.2. Partial payment(s) under this contract will be made no more frequently than once every thirty (30) days.

4.3. Contractor shall submit to City proof that Contractor has paid the subcontractors, material suppliers, laborers, and those furnishing services before final payment is made.

4.4. Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

4.5. Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

4.6. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

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

5. Inspection.

5.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Contractor's expense or to require at Contractor's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

6. Warranty.

6.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.

- 6.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 6.3. Under this guarantee Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 6.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

7. Maintenance Bond.

- 7.1. Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- 7.2. The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specification Documents. 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 therefrom which shall be discovered within the guarantee period.
- 7.3. The maintenance bond shall not be released until one (1) year after the acceptance of the work by City.

8. Independent Contractor.

- 8.1. Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. 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 and/or the Contractor's agents, employees or subcontractors.

9. Non-Discrimination.

- 9.1. Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any 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 may be regarded as a material breach of contract.
- 9.2. Contractor agrees:
 - 9.2.1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
 - 9.2.2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

9.2.3. That there may be deducted from the amount payable to Contractor by the City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

9.2.4. That this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

10. Employment Eligibility Verification.

10.1. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

10.3. Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

11. Indemnification.

11.1. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

12. Insurance.

12.1. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

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

12.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:

12.3.1. Workers Compensation and Employer's Liability - Statutory Limits

12.3.2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate

12.3.3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

12.3.4. Excess Umbrella Coverage - \$1,000,000 each occurrence

13. Force Majeure.

13.1. 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.

13.2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. 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.

14. Default.

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

14.2. It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days 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.

14.3. Contractor may also be considered in default by the City if any of the following occur:

14.3.1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.

14.3.2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

14.3.3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

14.3.4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

14.3.5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

14.3.6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.

14.3.7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

15. Termination.

15.1. 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.

15.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.

15.3. 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.

16. Subcontracting or Assignment of Contract.

16.1. Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

17. Change Orders.

17.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.

17.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

18. Amendments.

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

19. Waiver of Rights.

19.1. 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.

20. Applicable Laws.

20.1. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.

20.2. The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this contract by reference.

20.3. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

21. Miscellaneous

21.1. 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.

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

21.3. These documents 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.

21.4. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

22. Severability.

22.1. 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.

23. Binding Effect.

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

24. Entire Agreement.

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

25. Authority to Execute.

25.1. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

City of Goshen, Indiana
Goshen Board of Public Works and Safety
and Stormwater Board

**Northern Indiana Construction
Company, Inc.**

Jeremy P. Stutsman, Mayor

David J. Walorski, President

Michael A. Landis, Member

Date: December _____, 2020

Mary Nichols, Member

Date: December 7, 2020

EXHIBIT A

**Contractor's Itemized Proposal
for
Bridge Repairs Project, JN: 2021-0010**



ITEMIZED BID FORM
Bridge Repair and Maintenance
Project No.: 2021-0010

The original signed proposal must be submitted to the City of Goshen Clerk-Treasurer's Office, 202 South 5th Street, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Contractor certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Contractor and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Contractor and have obtained all necessary or applicable approvals to make this contract fully binding upon the Contractor.

Contractor: Northern Indiana Construction Company Inc.
Company Name

David J. Walorski President *David J. Walorski, Pres.*
Print Name Title Signature

Address: P. O. Box 1333, Mishawaka, Indiana 46546

Telephone Number (s): Business: 574-256-1811 Cell 574-876-2957

Acknowledgement of Addenda Number(s) N/A

The above bidder hereby submits the following offer to meet all of the requirements in the Specification Documents for the following cost:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	CONSTRUCTION ENGINEERING	1.0	LS	3,115.00	3,115.00
2	MOBILIZATION AND DEMOBILIZATION	1.0	LS	4,990.00	4,990.00
3	CLEARING RIGHT OF WAY	1.0	LS	3,075.98	3,075.98
4	PRESENT STRUCTURE, REMOVE PORTIONS BRIDGE 201	1.0	LS	9,470.00	9,470.00
5	PRESENT STRUCTURE, REMOVE PORTIONS BRIDGE 303	1.0	LS	4,030.00	4,030.00
6	SIDEWALK, CONCRETE, REMOVE	20.0	SYS	200.00	4,000.00
7	SIDEWALK, CONCRETE	20.0	SYS	227.00	4,540.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
8	RIPRAP, REVETMENT	49.0	TON	186.50	9,138.50
9	GEOTEXTILE FOR RIPRAP TYPE 3	64.0	SYS	9.40	601.60
10	RIPRAP, GROUTED, 18 IN.	35.0	SYS	228.00	7,980.00
11	CLEAN STEEL BRIDGE, QP-2, BR. NO. 201	1.0	LS	7,500.00	7,500.00
12	CLEAN STEEL BRIDGE, QP-2, BR. NO. 303	1.0	LS	20,850.00	20,850.00
13	PAINT STEEL BRIDGE, BR. NO. 201	1.0	LS	6,000.00	6,000.00
14	PAINT STEEL BRIDGE, BR. NO. 303	1.0	LS	11,000.00	11,000.00
15	PATCHING CONCRETE STRUCTURES	9.0	SF	85.00	765.00
16	STRUCTURAL STEEL	1.0	LS	3,500.00	3,500.00
17	TIMBER DECK	870.0	SF	15.00	13,050.00
18	LUMBER AND TIMBER, TREATED	0.1	MBF	8,650.00	865.00
19	MAINTAINING TRAFFIC	1.0	LS	3,350.00	3,350.00
TOTAL AMOUNT					117,821.08



**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: **IWAVE SUPPLEMENTAL INFORMATION
(JN: BUILDING MAINTENANCE)**

DATE: December 7, 2020

On Wednesday, December 2, staff participated in a Zoom call with Nate Decker, the Area Market Manager for Nu-Calgon, to discuss concerns raised about the iWave equipment related to the creation of ozone, secondary molecular byproducts, and equipment effectiveness. Mr. Decker was not able to address many of the chemistry questions that were posed to him and was not able to provide substantiated information related to the chemical effect of the ionization equipment. He did provide information about the equipment's marketed benefit. He also highlighted some prominent locations where ionization equipment has been installed:

- 1.) The Mayo Clinic
- 2.) The White House
- 3.) North Carolina Correctional Facility - 1.2 million dollar investment
- 4.) The City of Franklin, IN
- 5.) The City of Noblesville, IN
- 6.) The City of Columbus, IN

Based on the provided testing information, ozone has been ruled out as a byproduct of concern.

Mr. Decker did provide numerous studies that showed the benefits of this equipment. There are also studies found online by staff that suggests there is limited benefit from this type of equipment.

In this particular case, it does not appear there is a conclusive body of evidence that the iWave equipment will fill City building spaces with ions that will neutralize the coronavirus, but there does not appear to evidence that it won't either. As Mr. Decker noted, this equipment is not going to prevent one on one transfer of the virus if people do not follow proper protocols. Mr. Decker highlighted the equipment as another tool in the toolbox of preventative measures.

After evaluating the initial product information, the equipment was installed in my residence two weeks ago, and in talking with City Building Inspector and licensed plumber, Myron Grise, he has had similar equipment installed in his home for over ten years.

Because we have identified City employees as essential and require them to come to work as opposed to work from home, we need to consider opportunities to maintain the health of our essential workforce. I believe this is one of the opportunities that we can offer an additional layer of protection until the general population can be inoculated.

Thank you for your consideration of this equipment purchase request.



2611 Schuetz Rd, St Louis, MO 63043

Phone: 800-554-5499

Web Address: www.nucalgon.com

CALGON is a licensed trade name.

December 2, 2020

Nu-Calgon is excited to announce that the Mayo Clinic is using Needle Point Bi-Polar Ionization (NPBI) manufactured by Global Plasma Solution (GPS) in their facility. This is the same technology utilized in the iWave branded product and GPS is the manufacturing partner with Nu-Calgon in the iWave product.

Please reach out to me for any questions, thank you!

Nate Decker

Area Market Manger for Indiana, Kentucky and Tennesse

317-333-9122 Cell

ndecker@nucalgon.com

AGREEMENT

Install Ionizers in HVAC Systems in City of Goshen Buildings to Inactivate Airborne Pollutants, Including Viruses

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

WHEREAS, Elkhart County, Indiana is experiencing a dramatic increase in the number of new cases of the novel coronavirus commonly referred to as COVID-19, which has resulted in Governor Holcomb declaring Elkhart County in the "Red" category (most severe) under the Governor's state-wide classification system as part of the declared COVID-19 health emergency.

WHEREAS, City staff have investigated technology for combating the spread of the COVID-19 virus, and have uncovered the use of ionizers in HVAC systems to inactivate airborne pollutants, including viruses.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to install ionizers in HVAC systems located in City buildings to inactivate airborne pollutants, including viruses.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

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 installation of 89 iWave air purification ionizers consistent with the quotes attached hereto.

Contractor's scope of work shall include:

1. Supply and install 89 iWave air purification ionizers.
2. Supply and install appropriate transformers, wiring, and cabling to make the iWave air purification ionizers fully functional.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

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.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after receiving a notice to proceed from the City and Contractor's receipt of the iWave air purification ionizers, and shall be completed within thirty (30) business days from receipt of a notice to proceed.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's quoted fee in an amount not to exceed Fifty-Four Thousand Five Hundred Seventy-Five Dollars (\$54,575.00).

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor 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) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

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 damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

NON-DISCRIMINATION

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. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of 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 said 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 may be regarded as a material breach of contract.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

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

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 Agreement.
7. The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this Agreement 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 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.

ASSIGNMENT

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.

MODIFICATIONS

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

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 the Agreement. 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: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:

OJS Building Services, Inc.
Attention: Brian Sears
1008 Lincoln Way East
South Bend, Indiana 46601

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

1. Any provision of this Agreement 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 Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
2. This Agreement 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.
3. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

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

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor 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 this Agreement 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 Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**City of Goshen
Board of Public Works and Safety**

OJS Building Services, Inc.

Jeremy P. Stutsman, Mayor

Brian Sears, General Manager

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen North Plant FOR: iWave Purification QUOTE: PP75463
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (1) iWave -R for AHU #1
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$775.00 (Seven Hundred and Seventy-Five Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Reliance Fire FOR: iWave Purification QUOTE: PP75468
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$1,500.00 *(One Thousand Five-Hundred Dollars 00/100)*

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Street
Department

FOR: iWave Purification

QUOTE: PP75464

DATE: 11/17/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cablng materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$1,500.00 (One Thousand Five-Hundred Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Utilities
Billing

FOR: iWave Purification

QUOTE: PP75462

DATE: 11/17/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (3) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cablling materials
- Provide Labor

Other Inclusions:

- 3-year warranty on iWave
- 1-year labor warranty

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$2,200.00 (Two Thousand Two-Hundred Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Water Tower FOR: iWave Purification QUOTE: PP75469
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$1,500.00 (One Thousand Five-Hundred Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen WWPT Lab FOR: iWave Purification QUOTE: PP75470
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$1,500.00 *(One Thousand Five-Hundred Dollars 00/100)*

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Annex FOR: iWave Purification QUOTE: PP75460
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (6) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$3,800.00 (Three Thousand Eight-Hundred-Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen City Hall FOR: iWave Purification QUOTE: PP75461
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Mini-split Systems

- Provide (2) iWave -R for AHU #1 and #3
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$3,050.00 (Three Thousand Fifty-Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Central Fire FOR: iWave Purification QUOTE: PP75466
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (3) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$2,200.00 (Two Thousand Two-Hundred-Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen College Fire FOR: iWave Purification QUOTE: PP75467
DATE: 11/17/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (1) iWave -R for AHU #1
- Provide Proper size transformer
- Provide wire/cablling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$775.00 (Seven Hundred and Seventy-Five Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Central
Garage

FOR: iWave Purification

QUOTE: PP75465

DATE: 11/17/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (1) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cablng materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$775.00 *(Seven Hundred and Seventy-Five Dollars 00/100)*

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.

Andrew A. Miller



OJS Building Services
1008 Lincoln Way East
South Bend, IN, 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Police
Department

FOR: iWave Purification

QUOTE: PP75459

DATE: 11/17/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (2) iWave -C for AHU #1 and #3
- Provide Proper size transformer
- Provide wire/cablng materials
- Provide Labor

Fan Coil Units (FCU)

- Provide (52) iWave -R
- Provide Proper size transformer
- Provide wire/cablng materials
- Provide Labor

Cabinet Unit Heaters (CUH)

- Provide (4) iWave -M
- Provide Proper size transformer
- Provide wire/cablng materials
- Provide Labor

Mini-split Systems

- Provide (3) iWave -M
- Provide Proper size transformer
- Provide wire/cablng materials
- Provide Labor

Other Inclusions:

- 3-year warranty on iWave
- 1-year labor warranty

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$35,000.00 *(Thirty-Five Thousand Dollars 00/100)*

If this is acceptable please sign, date, and fax back:

Name

Date

OJS Building Services, INC.
Andrew A. Miller



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

December 4, 2020

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Approve **Revised Ordinance -5067** and **Revised Resolution 2020-32** 2021 Compensation for Police Department Employees

Due to an error discovered in Ordinance-5067 (Resolution 2020-32 approved by the Board of Works on November 30, 2020) the Board will need to approve Ordinance-5067 and Resolution 2020-32 as Revised

Suggested Motion:

Move to approve the revised Ordinance -5067 and Resolution 2020-32 titled 2021 Compensation for Police Department Employees.

Resolution 2020-32

(REVISED)

Approve 2021 Compensation for Police Department Employees

WHEREAS, in accordance with Indiana Code § 36-8-3-3(d), in the event the annual compensation of all members of the Police Department for the ensuing budget year is not fixed by ordinance of the Common Council by November 1, the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance.

WHEREAS, the City of Goshen and Elkhart FOP Lodge 52, Inc., representing the full-time sworn officers of the Goshen Police Department, concluded negotiations of a new agreement after November 1, 2020.

WHEREAS, the compensation, including wages and benefits, for Goshen Police Department employees is set forth in Ordinance 5067, 2021 Compensation for Police Department Employees, and is based on the terms of the new agreement for those employees represented by the Lodge.

WHEREAS, an error was discovered in a prior version of Ordinance 5067 approved by this board on November 30, 2020.

WHEREAS, the revised version of Ordinance 5067 will be presented to the Goshen Common Council at an upcoming meeting.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the 2021 maximum compensation, including wages and benefits, for Goshen Police Department employees as set forth in the attached Ordinance 5067, 2021 Compensation for Police Department Employees.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on November 30, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Board Member

Mary Nichols, Board Member

ORDINANCE 5067

2021 Compensation for Police Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2021 maximum compensation, including wages and benefits, for Goshen Police Department employees as follows:

SECTION 1 Application of Ordinance

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “non-bargaining unit employees”, “non-bargaining unit positions”, or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Police Chief,
 - (2) Assistant Police Chief,
 - (3) Division Chief,
 - (4) Special Police Officer, and
 - (5) Secretary.
- (C) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Captain,
 - (2) Lieutenant,
 - (3) Detective,
 - (4) Sergeant,
 - (5) Patrol Officer,
 - (6) Probationary Patrol Officer, and
 - (7) School Resource Officer.
- (D) For the purposes of this ordinance, when reference is made to a “civilian employee” or a “civilian employee position” covered by this ordinance, this reference shall apply to the following positions:
 - (1) Special Police Officer, and
 - (2) Secretary.
- (E) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (D), and the Civilian Police Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

SECTION 2 **Conflicting Provisions**

Should the terms of the collective bargaining agreement between the City of Goshen and Elkhart FOP Lodge 52, Inc., representing all full-time sworn police officers of the Goshen Police Department, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

SECTION 3 **Wages**

- (A) Exhibit A, 2021 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Police Chief, Assistant Police Chief, and Division Chief positions shall be compensated on a salary basis.
- (C) The Special Police Officer and Secretary positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) This subsection applies to each employee in a bargaining unit position.
 - (1) With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) work day shall be compensated either overtime pay at the rate of one and one-half (1½) times the employee’s prevailing hourly rate, or compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked.
 - (2) An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in the work period.
- (E) Upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
 - (1) The average regular rate received by the employee during the last three (3) years employment with the city; or
 - (2) The final regular rate received by the employee.

SECTION 4 **Payment of Wages**

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2021 will have gross wages calculated using the 2021 wage rates even if a portion of the pay period falls in 2020.

SECTION 5 **Police Officers’ Pension and Disability Fund**

Each police officer, excluding a Special Police Officer, is eligible to participate in the 1977 Police Officers’ and Firefighters’ Pension and Disability Fund. The city shall pay the employer’s percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay three percent (3%) of the employee’s contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

SECTION 6 Public Employees' Retirement Fund

Each civilian employee is eligible to participate in the Public Employees' Retirement Fund (PERF). The city shall pay both the employer's and employee's contributions to the PERF.

SECTION 7 Health Insurance

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the employee shall pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)), except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

SECTION 8 Vacation Leave

- (A) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Police Department and each subsequent anniversary date as set forth below, unless a higher amount is established by an agreement at the time the employee is hired:
 - (1) One (1) year through seven (7) full years of service, the employee shall receive one hundred twenty-six (126) hours vacation leave.
 - (2) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred eighty-nine (189) hours vacation leave.
 - (3) Starting fifteen (15) years of service, the employee shall receive two hundred fifty-two (252) hours vacation leave.
- (B) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (C) Vacation pay shall be paid at the employee's current wage rate.

SECTION 9 Sick Leave

- (A) Each employee shall accrue six and three-quarter (6.75) hours sick leave for each month of employment up to a maximum of eight hundred ten (810) hours sick leave.
- (B) Any employee who has accrued sick leave in excess of eight hundred ten (810) hours, but less than one thousand six hundred twenty (1,620) hours will not lose the accrued sick leave, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2001.
- (C) Each employee who has two hundred seventy (270) hours sick leave accrued as of January 1st of any calendar year may sell the first fifty-four (54) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each nine (9) hours of sick leave sold.
- (D) Upon retirement, city will pay a retiring employee for each nine (9) hours of accrued sick leave over four hundred fifty (450) hours, up to a maximum of ninety (90) hours, at the rate of One Hundred Dollars (\$100).
- (E) Except as provided by subsections (C) and (D), sick leave shall be paid at the employee's current wage rate.

SECTION 10 Personal Leave

- (A) Each employee shall receive forty-five (45) hours of paid personal leave per calendar year.
- (B) An employee may carry over not more than sixty-three (63) hours of unused personal leave from a previous calendar year.
- (C) Upon termination, the employee shall be paid for not more than ninety (90) hours of unused personal leave.
- (D) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (E) Personal leave shall be paid at the employee's current wage rate.

SECTION 11 Holiday Compensation

- (A) Each employee shall receive holiday compensation for eleven (11) unspecified holidays.
 - (1) Holiday compensation for the Police Chief, Assistant Police Chief and Division Chief positions shall be based on the employee's annual base salary divided by two thousand one hundred six (2,106) and multiplied by ninety-nine (99).
 - (2) Holiday compensation for the civilian employee positions shall be based on the employee's base wage per hour, multiplied by eight (8) hours per holiday, and multiplied by eleven (11) holidays per calendar year.
 - (3) Holiday compensation for each employee in a bargaining unit position shall be based on the employee's regular daily wage (nine (9) hours multiplied by the regular hourly rate of base pay) multiplied by eleven (11) holidays per calendar year.
- (B) Holiday compensation shall be paid the first pay day in November.
- (C) In the event an employee commences employment after January 1 of the current calendar year, the employee's holiday compensation due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (D) In the event an employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.

SECTION 12 Increment Pay

- (A) Each employee shall receive an annual increment pay bonus based on Two Hundred Dollars (\$200) per year of service, up to a maximum of Three Thousand Four Hundred Dollars (\$3,400) per year.
- (B) Increment pay due shall reflect the number of years and partial years completed by the employee at the end of the present calendar year, and shall be included in the employee's regular bi-weekly paycheck.

SECTION 13 Longevity Bonus

- (A) An employee who has attained at least twenty (20) years of full-time employment with the Police Department shall receive an annual longevity bonus of Two Thousand Dollars (\$2,000).
- (B) An employee who attains their twentieth year of full-time employment after January 1 shall receive a prorated portion of the annual longevity bonus based on the portion of the year remaining after the employee attains their twentieth year of full-time employment.

- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual longevity bonus upon termination based on the portion of the year employed after January 1 of the current calendar year.
- (D) Longevity bonus shall be paid by the first pay day in December or at the time of termination of employment.

SECTION 14 Clothing Allowance

- (A) Each employee who has completed at least one (1) year of employment with the Police Department shall receive an annual clothing allowance to purchase and maintain uniforms based on the following schedule:
 - (1) Police officers, excluding a Special Police Officer, One Thousand Five Hundred Dollars (\$1,500).
 - (2) Civilian employees, One Thousand Three Hundred Sixty-nine Dollars (\$1,369).
- (B) The clothing allowance shall consist of two (2) equal checks payable the first pay day of April and the first pay day of October.

SECTION 15 Technical Skills Pay

- (A) An employee certified to have a technical skill beneficial to the Department shall receive annual technical skills pay based on the following schedule for up to five (5) technical skills certifications.
 - (1) First technical skill, Five Hundred Dollars (\$500).
 - (2) Second technical skill, Three Hundred Dollars (\$300).
 - (3) Third technical skill, Three Hundred Dollars (\$300).
 - (4) Fourth technical skill, Two Hundred Fifty Dollars (\$250)
 - (5) Fifth technical skill, Two Hundred Fifty Dollars (\$250).
- (B) The technical skills pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 16 Patrol Officer in Charge of Shift

- (A) A patrol officer covered by the collective bargaining agreement who serves as the officer in charge of a shift or half-shift shall receive a bonus of Twenty-five Dollars (\$25) for each shift, or Twelve and 50/100 Dollars (\$12.50) for each half-shift.
- (B) The patrol officer in charge pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Sergeant, Lieutenant, Captain, Detective, or appointed rank such as School Resource Officer.

SECTION 17 Field Training Officer

- (A) A police officer covered by the collective bargaining agreement acting as a field training officer with a new recruit shall receive specialty pay in the amount of Thirty Dollars (\$30) for each shift, or Fifteen Dollars (\$15) for each half-shift.

- (B) The specialty pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Detective or appointed rank such as School Resource Officer.

SECTION 18 Other Specialty Pay

- (A) A police officer covered by the collective bargaining agreement acting in the following positions shall receive the following additional annual compensation as specialty pay:
 - (1) Detective Team Leader, One Thousand Two Hundred Dollars (\$1,200).
 - (2) Field Training Officer Supervisor, One Thousand Two Hundred Dollars (\$1,200).
 - (3) Honor Guard Commander, One Thousand Two Hundred Dollars (\$1,200).
 - (4) S.W.A.T. Commander, One Thousand Two Hundred Dollars (\$1,200).
 - (5) S.W.A.T. Assistant Commander, One Thousand Two Hundred Dollars (\$1,200).
- (B) The specialty pay shall be paid quarterly and prorated based on the actual time the officer spends in a position.

SECTION 19 Non-Rank Departmental Positions

- (A) A police officer covered by the collective bargaining agreement appointed to the School Resource Officer position shall receive the pay as authorized in Exhibit A while assigned to the School Resource Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (B) A police officer covered by the collective bargaining agreement appointed as Training Officer shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the Training Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (C) A police officer covered by the collective bargaining agreement appointed to a position in the Drug Unit shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the position in the Drug Unit unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (D) A police officer covered by the collective bargaining agreement placed in charge of the Elkhart County Drug Unit shall receive the pay of the officer's actual rank or Captain's pay, whichever is higher, while placed in charge of the Elkhart County Drug Unit.

SECTION 20 Shift Differential

- (A) A police officer covered by the collective bargaining agreement that is regularly assigned to work an afternoon or night watch shall receive annual shift differential pay, or a prorated portion thereof, based on the following schedule.
 - (1) Afternoon watch, Three Hundred Fifty Dollars (\$350).
 - (2) Night watch, Five Hundred Dollars (\$500).
- (B) The shift differential pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 21 Tuition Reimbursement

A police officer covered by the collective bargaining agreement is entitled to tuition reimbursement in accordance with the terms of the collective bargaining agreement for successful completion of a college undergraduate or graduate course. Reimbursement is limited to a maximum of six (6) credit hours per calendar year, and shall be limited to the cost of a credit hour at Indiana University-Bloomington.

SECTION 22 Wellness Program

Each employee is eligible to receive reimbursement for up to Two Hundred Dollars (\$200) per year for participation in a wellness program in accordance with the terms of the collective bargaining agreement. This section shall also apply to non-bargaining unit employees.

SECTION 23 Court Time Pay

- (A) Each employee in a bargaining unit position is entitled to court time pay in accordance with the terms of the collective bargaining agreement. Court time pay shall be based on the employee's current overtime rate of pay, and a guaranteed minimum of two (2) hours shall be paid.
- (B) Any employee in a bargaining unit position who retires or leaves the department due to a medical disability or leaves without disciplinary proceedings and is required to testify on behalf of the city or state shall be paid at the rate of pay the former employee last held in accordance with the terms of the collective bargaining agreement.

SECTION 24 Funeral Leave

An employee is entitled to three (3) work days off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. This section shall also apply to non-bargaining unit employees.

SECTION 25 Duty-Related Illness or Injury

A police officer who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to the Police Chief, Assistant Police Chief and Division Chief positions.

SECTION 26 Cell Phone Stipend

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employee's job duties and responsibilities, the city will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.
- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

SECTION 27 Residency Bonus

A police officer shall receive an annual residency bonus in the amount of One Thousand Dollars (\$1,000), or a prorated portion thereof, based on the period of time the police officer resides on a permanent basis in the Goshen city limits in accordance with the current Residency Bonus Policy.

SECTION 28 Hiring Bonus

- (A) A new employee meeting the eligibility prerequisites before beginning employment as a police officer with the Goshen Police Department is eligible to receive a hiring bonus in accordance with the terms of the collective bargaining agreement and the terms and conditions of an agreement to be executed between the City of Goshen and the employee. The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety. In addition, upon commencement of employment, the eligible police officer will receive a base wage equal to the base wage paid to a patrol officer as set forth in Exhibit A and the eligible police officer will receive forty-five (45) hours of paid sick leave.
- (B) The eligibility prerequisites include the police officer having completed the minimum Tier I basic training requirements and having an active certification with the Indiana Law Enforcement Training Board. The police officer must have served with another Indiana law enforcement agency a minimum of one year and have separated from the other agency within twelve (12) months of accepting first-time employment with the Goshen Police Department.

[Continued next page.]

EXHIBIT A
2021 Base Wages

POLICE OFFICERS

	<u>Bi-Weekly Salary</u>	
Police Chief	\$3,272.47	
Assistant Police Chief	\$3,054.39	
Division Chief	\$2,792.81	
	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Captain	\$64,448	\$30.60
Lieutenant	\$58,592	\$27.82
School Resource Officer	\$58,592	\$27.82
Detective	\$58,592	\$27.82
Sergeant	\$55,267	\$26.24
Patrol Officer	\$52,791	\$25.07
Probationary Patrol Officer	\$50,856	\$24.15

CIVILIAN EMPLOYEES

	<u>Base Wage per Hour</u>
Special Police Officer	\$22.84
Secretary	\$21.74

PASSED by the Goshen Common Council on December _____, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December _____, 2020, at _____ a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on December _____, 2020.

Jeremy P. Stutsman, Mayor



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

December 7, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Agreement with Goshen Firefighters Association Local No. 1443,
International Association of Firefighters

The City and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, have concluded negotiations of a new agreement. Following is a summary of the changes:

Effective Dates – The agreement is effective from January 1, 2021 through December 31, 2021.

Wages – The base salaries are increased 2%.

Health Insurance – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are \$433.86 effective January 3, 2021; \$453.86 effective January 2, 2022; and \$473.86 effective January 1, 2023.

Compensatory Time – Compensatory time must be used for no less than 4 hours at a time (previously required to use no less than 8 hours at a time).

Annual Longevity Increase in Pay –

What was previously referred to as increment pay has been changed to an annual longevity increase in pay. Members still receive \$200 per year of service up to a maximum of \$3,400.

A new benefit is a one-time longevity increase in pay to be paid to a member within 30 days of the member's 20th anniversary date of employment with the department. The amount of this payment is equal to 15% of the current year's pay to a Private.

Vacation --

Employees shall accrue vacation leave based on the following schedule:

- Up to eight (8) years of service, the employee shall accrue twelve (12) hours of vacation leave per month up to one hundred forty-four (144) hours vacation leave.
- Upon completion of eight (8) years of service, but less than fifteen (15) years of service, the employee shall accrue eighteen (18) hours of vacation leave per month up to two hundred sixteen (216) hours vacation leave.
- Upon completion of fifteen (15) years of service, the employee shall accrue twenty-four (24) hours of vacation leave per month up to two hundred eighty-eight (288) hours vacation leave.

Employees previously did not accrue vacation leave until their first anniversary date, and the leave was accrued on an annual basis rather than monthly basis.

Language regarding the selection of vacation leave was revised.

Uniform Allowance – Uniform allowance increased to \$600 annually (previously \$400 annually).

Minimum Work Force – All frontline ambulances shall respond with at least 2 paramedics. Any reserve ambulance called in to service in addition to the three frontline ambulances shall respond with at least 1 paramedic unless the reserve ambulance is to replace a primary frontline ambulance in which case it shall respond with at least 2 paramedics.

Paramedics – Language regarding when a firefighter must complete paramedic training and obtain certification has been removed from the contract. In addition, language regarding the reimbursement to the City for the cost of paramedic training should the firefighter not serve a least 3 years as a paramedic was also removed.

Suggested Motion:

Move to approve and execute the agreement with the Goshen Firefighters Association Local No. 1443, International Association of Firefighters.

AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA
AND
GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

EFFECTIVE DATES

JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

**AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA**

AND

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

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**AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA**

AND

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

This agreement is entered into on January 1, 2021 and continuing through December 31, 2021, by and between the City of Goshen, Indiana, through its Board of Public Works and Safety, hereinafter called "City," and Goshen Firefighters Association, Local No. 1443, International Association of Firefighters, hereinafter called "Union."

The City and the Union, in consideration of the mutual covenants and agreements agree as follows:

ARTICLE I Purpose and Definitions

Section One. Purpose

The parties enter into this agreement to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between parties.

Section Two. Definitions

- (a) “City” shall include the elected or appointed representatives of the City of Goshen, Indiana, including the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Certified Chief Inspector, and Chief Inspector.
- (b) “Union” shall include all other sworn members of the City Fire Department and the officers or representatives of the Union.
- (c) “Members” shall refer to all employees of the City of Goshen Fire Department represented by the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, including both paramedics and firefighters.
- (d) When the singular number is used, it shall include the plural.
- (e) When the masculine gender is used, it shall include the feminine gender.

ARTICLE II Coverage

This agreement shall be applicable to all sworn members of the City Fire Department, except the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Chief Inspector, and Certified Chief Inspector.

ARTICLE III Recognition

Section One.

The City recognizes the Union as the sole and exclusive bargaining representative for all Members of the Fire Department excepting: the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Chief Inspector, and Certified Chief Inspector. The Union does not represent any part-time or seasonal employees of the Department.

The City agrees it shall not enter into any oral or written agreements with any employee represented by the Union either individually or collectively or with any other organization acting on behalf of such employee for the duration of this agreement.

Section Two.

Notwithstanding the provisions of Section One, City may enter into an agreement with individual employees to repay a prorated share of the cost of paramedic training if the employee does not serve as an active paramedic for at least three (3) consecutive years.

ARTICLE IV Rights of Management

Except as otherwise provided in this agreement, or applicable federal or state law, the City, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Fire Department, the right to hire, discharge, suspend, discipline, promote, demote, and transfer firefighters. Nothing in this Article shall limit or prevent firefighters' rights to the grievance procedure provided for in this agreement.

ARTICLE V Dues Deduction

Section One. Union Members

The City shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees, and assessments. Such sums, accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union Secretary-Treasurer within thirty (30) days after such collections have been made.

ARTICLE VI Union Activities

Section One. General

- (a) Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection.
- (b) Employees may express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal. However, before any grievance or complaint is aired publicly, the issue shall be presented, in writing, to the Fire Chief and afford the Fire Chief a reasonable opportunity to respond to the grievance or complaint.

Section Two. Released Time

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing grievances, and administering and enforcing this agreement. The City shall not be required to call in overtime in order to meet the requirements of this Section.

Section Three. Bulletin Boards

The City shall furnish and maintain suitable bulletin boards in convenient places in each station and work areas. The Union shall have the right to utilize such bulletin boards for the posting of information.

Section Four. Meetings

The Union may schedule meetings on Fire Department property.

Section Five. Union Activities

The President or a designee shall be allowed time off with pay not to exceed three (3) days in any calendar year to attend Union conventions and seminars.

ARTICLE VII Wages

Section One. General

The salary schedule containing base salary and fringe benefits as negotiated from time to time by action of the Common Council of the City of Goshen, Indiana, is made a part of this agreement by reference. The base salary to be included in the annual salary ordinance is included in Exhibit A attached to this agreement.

Section Two. Overtime Pay

- (a) For the purpose of determining overtime compensation, the calendar year shall be divided into work periods which will consist of twenty-seven (27) consecutive calendar days. A covered employee for the purpose of this Article is an employee who is regularly scheduled to work twenty-four (24) hour days.
- (b) Any covered employee who exceeds two hundred four (204) hours in any work period shall be paid at one-half (½) the applicable hourly rate for those hours in excess of two hundred four (204) until the employee reaches two hundred sixteen (216) hours in that work period.
- (c) Any covered employee who exceeds two hundred sixteen (216) hours in any work period shall receive two (2) times the base hourly rate for those hours in excess of two hundred sixteen (216) during that period except as provided in paragraph (n) of this section.
- (d) The applicable hourly rate for calculating overtime compensation for hours worked between two hundred four (204) and two hundred sixteen (216) in any work period shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756).
- (e) The base hourly rate for calculating overtime compensation for hours worked in excess of two hundred sixteen (216) in any work period shall be annual base salary divided by two thousand nine hundred twelve (2,912).
- (f) Overtime compensation for any work period shall be paid in the pay period which includes the pay for the 27th day of the work period.
- (g) Overtime shall be assigned for covered employees as uniformly as possible.
- (h) When a covered employee is called in to work overtime, he shall be guaranteed two hours pay at the overtime rate.
- (i) In the event that a covered employee is held over his regular work shift, he shall receive the applicable overtime pay, if any, but shall not be guaranteed two (2) hours pay.
- (j) Overtime between one (1) minute and fifteen (15) minutes shall require payment of one-quarter (¼) hour, overtime between sixteen (16) minutes and thirty (30) minutes shall require payment of one-half (½) hour, overtime between thirty-one (31) minutes and forty-five (45) minutes shall require payment of three-quarters (¾) hour, and overtime between forty-six (46) minutes and sixty (60) minutes shall require payment of one (1) hour.
- (k) In lieu of cash payment for overtime compensation, the City may elect to provide compensatory time. Such compensatory time shall be credited at the rate of two (2) hours for each hour of

overtime worked, up to a maximum of four hundred eighty (480) hours compensatory time. Compensation for all hours in excess of four hundred eighty (480) hours shall be paid in cash at the base hourly rate. A member who has accrued compensatory time off, at City's option, shall be permitted to use such time, provided that such member gives at least fourteen (14) days' notice to the City. All requests for compensatory time off accrued at City's option shall be granted unless the time off will unduly disrupt the operations of the Fire Department.

A member may elect, at member's option, to receive compensatory time (Member Elected Compensatory Time or MECT) in lieu of a cash payment. A member may accrue no more than forty-eight (48) hours of MECT at any time. MECT shall be credited at the rate of two (2) hours for each hour of overtime worked. A member who has accrued MECT shall be permitted to use MECT upon fourteen (14) days' notice to City, provided that the member's absence will not require City to call in another member on overtime to meet minimum staffing requirements. Requests to use MECT will be considered after vacation time and personal days have been assigned provided such vacation time and personal days have been requested by December 31 of the prior year. If at the end of the year a member has not used all MECT, the member may elect to "bank" the unused MECT or elect to be paid the MECT. However, the member may not bank more than forty-eight (48) hours of MECT whether accruing in the current year or prior years. Any payment for actual hours worked shall be paid at two (2) times the base hourly rate applicable in the year in which the hours were worked.

The City may require a member to use accrued compensatory time upon at least fourteen (14) days' notice to the employee. Upon termination of employment, a member shall be paid for unused compensatory time at the member's base hourly rate of pay then in effect, or the average of the pay received by the member during the last three (3) years of employment, whichever is higher. Unused MECT will be paid at the base hourly rate applicable in the year in which the MECT hours were worked. Compensatory time shall be used for no less than four (4) hours at a time.

- (l) For calculating overtime compensation, hours taken off for vacation, sick leave and personal leave will be counted as hours worked, but other types of leave will not be counted as hours worked.
- (m) Applicable fringes, as used in this Section, shall include annual longevity increase in pay, paramedic pay, specialty pay, and master fire pay or fire officer one pay. Applicable fringes do not include holiday pay, clothing allowance, cost of health insurance, 20 year bonus pay, contributions to pension plan or the value of any other fringe benefit not specifically enumerated.
- (n) If a covered employee is attending mandated paramedic training to obtain initial paramedic license, and the employee works more than two hundred sixteen (216) hours in any work period for the purpose of attending the mandated paramedic training, the employee shall receive one and one-half (1 ½) times the employee's hourly rate. The applicable hourly rate for calculating overtime compensation shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756).

Section Three. **Holiday Pay**

- (a) In addition to the regular salary, each firefighter shall receive two and two tenths percent (2.2%) of member's base salary as holiday pay in observance of the following holidays:
 - (1) New Year's Day, January 1
 - (2) Martin Luther King, Jr. day, the third Monday in January

- (3) Memorial Day, the last Monday in May
 - (4) Independence Day, July 4
 - (5) Labor Day, the first Monday in September
 - (6) Veteran's Day, November 11
 - (7) Thanksgiving Day, the fourth Thursday in November
 - (8) Day following Thanksgiving Day
 - (9) Christmas Eve, December 24
 - (10) Christmas Day, December 25
- (b) In the event a firefighter, excluding a probationary firefighter, leaves the Department, his holiday pay will be prorated on an annual calendar year basis; i.e., three (3) months worked equals one-fourth (1/4) of holiday pay. A probationary employee who leaves the Department is not entitled to any holiday pay benefit.
 - (c) In the event a firefighter is hired after the first day of a calendar year, he will be paid for holidays actually occurring after the date of his first day of work.

Section Four. Annual Longevity Increase in Pay

- (a) In addition to the regular salary, each member shall receive an annual longevity increase in pay bonus (formerly increment pay bonus) based on Two Hundred Dollars (\$200.00) per year of service, to a maximum of Three Thousand Four Hundred Dollars (\$3,400.00) per year. Effective January 1, 2021, increment pay shall be referred to as annual longevity increase in pay – Members will receive annual longevity increase in pay which is not an additional benefit over and above increment pay.
- (b) Annual longevity increase in pay is to be included in the regular bi-weekly check and is to reflect the number of years and partial years completed by the respective member of the Fire Department at the end of the previous fiscal year.
- (c) Notwithstanding Article XII, Section 4(a), above, Members shall receive a one-time Longevity Increase in Pay payment for twenty (20) years of continuous service to the Department in the amount of fifteen percent (15%) of the current year's private pay, which shall be paid to the member within the thirty (30) days prior to the member's 20th employment anniversary.

Section Five. Probationary Firefighters

- (a) During periods of training, a probationary firefighter is not entitled to any more overtime pay that is mandated by the federal Fair Labor Standards Act, notwithstanding the provisions of Section Two.
- (b) No probationary firefighter shall be counted as manpower as outlined in Article XVII until all of his or her personal protective equipment has been received by the firefighter and fits correctly. In the event the firefighter's personal protective equipment delivery is delayed, and City has personal protective equipment that fits adequately as determined by the current committee defined in Article

XIII, paragraph (c), and passes the current personal protective equipment inspection process, the firefighter may be issued the temporary personal protective equipment until the firefighter's new personal protective equipment arrives and fits correctly. If City cannot provide a complete ensemble of personal protective equipment, the probationary firefighter shall not be counted as manpower as outlined in Article XVII. The probationary firefighter can begin employment for other purposes such as training and administrative purposes.

ARTICLE VIII Hours of Employment

Section One. Work Schedule

- (a) **Regular Schedule.** The regular work schedule of firefighters shall be:
- (1) A twenty-seven (27) day tour of duty with each work day to consist of twenty-four (24) hours starting at 07:00 hours.
 - (2) The platoon system shall be a three-platoon system.
- (b) **Flex Schedule.** One (1) firefighter per platoon may be scheduled to work forty (40) hour weeks or scheduled to work different platoons to reduce overtime, accommodate light duty assignments, or work special projects. Any firefighter who is ill or injured cannot be assigned light duty without the firefighter's consent.
- (c) In the event a firefighter is scheduled to work a forty (40) hour week, the firefighter will not be required to work more than seven (7) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work one (1), forty (40) hour week in the twenty-seven (27) day work period; five (5) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work two (2), forty (40) hour weeks in the twenty-seven (27) day work period; or three (3) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work three (3), forty (40) hour weeks in the twenty-seven (27) day work period.

Section Two. Trading of Days

Firefighters shall be permitted to voluntarily trade work days, provided, however, that firefighters shall not be permitted to "borrow" time from the City, and provided further that all time traded shall be paid back within twelve (12) months.

Section Three. Probationary Firefighters

A probationary firefighter may be scheduled for work in any fashion during periods of paramedic training that minimize the overtime earned by the probationary firefighter or reduces the need to call in other firefighters for overtime duty.

ARTICLE IX Vacations

Section One. Eligibility and Amounts

Vacation time shall be granted to the benefit of firefighters based upon years of service, as follows:

- (a) Firefighters who have completed up to eight (8) years of service, shall accrue twelve (12) hours of vacation per month up to one hundred forty-four (144) hours of vacation.
- (b) Firefighters who have completed eight (8) years of service, but less than fifteen (15) years of service, shall accrue eighteen (18) hours of vacation per month up to two hundred sixteen (216) hours of vacation.
- (c) Firefighters who have completed fifteen (15) years of service shall accrue twenty four (24) hours of vacation per month up to two hundred eighty-eight (288) hours of vacation.

Section Two. Vacation Schedule

- (a) Selection
 - (1) All vacation selections must constitute a minimum of one (1) three (3) day work cycle, or the total amount of accrued vacation hours the Member has remaining, whichever is less
 - (2) Vacations shall be selected on the basis of seniority per shift, and each firefighter may select up to two (2) consecutive three (3) day work cycles of vacation on his first pick. The days must be consecutive work days.
 - (3) The firefighter may select three (3) days; however, they must wait until all other Members have made their initial selections before being allowed a second pick of three (3) days. .
- (b) Not less than two (2) Members per shift shall be eligible for vacation at any time.
- (c) Vacation schedules for each shift will be posted by the ranking member of the shift by November 15. All vacation picks shall be made by December 20 according to seniority. After everyone eligible has scheduled their first choice, then the ones with three (3) days remaining on their first pick may select their next three (3) days. After their selection, the ones with nine (9) days may pick their next three (3), then after that, the ones with twelve (12) may pick their remaining three (3) days.
- (d) Any three (3) day work period that begins prior to December 29 of the year being selected may be selected as a vacation period for that year.
- (e) When a firefighter is transferred from one shift to another after vacations are picked, his vacation will transfer with him, within a maximum of seven (7) days of his original pick.

ARTICLE X**Seniority, Lay-Off and Recall**

- (a) Seniority shall be determined by the date of the firefighter's appointment to the Department. In the event that two (2) or more firefighters are appointed on the same date, seniority shall be awarded on the basis of the first day actually worked. If two (2) or more firefighters were appointed to the Department and commenced work on the same date, then seniority shall be determined alphabetically.
- (b) A "lay-off" is hereby defined as a necessary reduction of the work force of the Fire Department. Lay-offs shall be made in the reverse order of seniority; that is, the firefighter with the least seniority shall be laid off first, and the firefighter with the most seniority shall be laid off last.
- (c) A "recall" shall be an increase of the work force with the Fire Department following a lay-off. Recall shall be by seniority with the firefighter with the most seniority being the first individual to be recalled, and the firefighter with the least seniority being the last individual to be recalled.
- (d) In the event of a personnel reduction, no new employees shall be hired until all laid-off employees are recalled or have refused to return to work.
- (e) If any position of the Fire Department presently being performed by a firefighter is performed by civilian or volunteer help, no firefighter shall be laid off as a result.

ARTICLE XI**Bereavement Leave**

Section One.

In case of death in the firefighter's immediate family (meaning parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child and stepchild who is or has been a member of the firefighter's household), a firefighter shall receive upon request five (5) consecutive calendar days off without loss of regular pay commencing from the date of death to make preparations for and attend the funeral and burial of such relative, and after the funeral and burial, to attend to any necessary business or legal matters of the decedent or his estate. In addition, any firefighter who is asked to be a pallbearer will have time off to attend the funeral.

Section Two.

In the case of death of a member of the employee's family other than set forth above in Section One of this Article, an employee may be granted upon request twenty four (24) hours of leave without loss of regular pay.

Section Three.

In case of death of a co-worker, an employee may be granted reasonable time off to attend the funeral of said co-worker, provided that staffing permits. As contained herein, co-worker shall be identified as an employee at time of death.

Section Four.

The Fire Chief shall have the right to grant, in appropriate cases and at his own discretion additional time or days off work for funerals which may be taken as personal leave, sick leave or compensatory time off at the option of the firefighter.

ARTICLE XII Insurance

Section One.

The City shall provide at City's expense medical and hospitalization insurance for each member and the member's spouse and eligible dependents.

Section Two.

For the term of this agreement, each member shall contribute no more than twenty (20) percent of the cost of the health insurance premium per week. This contribution shall be deducted from the member's bi-weekly paycheck. The City shall contribute no less than eighty (80) percent of the cost of the health insurance premium per week. Based on Central States' 2020 quote, the City's contribution will be as follows:

- (a) Four Hundred Thirty-three and 86/100 Dollars (\$433.86) per week effective January 3, 2021.
- (b) The amount not to exceed Four Hundred Fifty-three and 86/100 Dollars (\$453.86) per week effective January 2, 2022.
- (c) The amount not to exceed Four Hundred Seventy-Three and 86/100 Dollars (\$473.86) per week effective January 1, 2023.

Section Three.

City agrees to contract with Central States, Southeast and Southwest Areas Health and Welfare Fund to purchase Central States' C6 Benefit Plan City's obligation to provide Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan is subject to Central States continuing to offer coverage to the City's other employees at the same rate that Central States offers the Plan to the City's Union employees.

Section Four.

For the purposes of this Article, Members shall include all firefighters or paramedics off work due to injury and/or illness until such time as such Members begin receiving disability benefits from the fire pension fund.

Section Five.

If City decides to drop the Central States C6 Plan because the cost of the Plan exceeds the maximum cost per week per employee as established by Central States' 2020 quote incorporated into this agreement by reference, City agrees to consult with Union as part of the process of selecting a new insurance plan. City agrees to replace as much of Central States' C6 Plan, including dental, vision, life insurance and disability benefits, as City can for the cost maximums set out in Article XII, Section Two. Any new insurance plan will, at a minimum, provide the health insurance benefits. However, City does not agree to provide the dental, vision, life insurance and disability benefits provided in Central States' C6 Plan if the cost of providing such benefits exceeds the maximum set out in Article XII, Section Two of this agreement.

ARTICLE XIII Uniform Allowance

- (a) The City, in addition to all other compensation, shall pay each firefighter a uniform allowance of Six Hundred Dollars (\$600.00) per year to purchase and maintain uniforms as prescribed by the Chief and uniform committee. In consideration of this allowance, the firefighters agree to keep their uniforms neat, clean and in good repair and to replace all worn out or obsolete clothing as necessary except as provided below. All firefighters shall be subject to a dress inspection of the Board of Public Works and Safety or its designator on an annual basis.
- (b) The City will purchase at City's expense the following items for each firefighter:
 - (1) Helmet and eye protection
 - (2) Bunker coats and pants
 - (3) One (1) pair Boots
 - (4) Two (2) pairs of Gloves
 - (5) Two (2) Hoods
 - (6) Self-contained breathing apparatus (SCBA) facemask
- (c) The quality and brand of equipment to be purchased under paragraph (b) above will be recommended by a committee consisting of a member of the Safety and Training Committee, a Union representative and a Chief Officer. The committee's recommendation will be subject to the approval of the Chief of the Department.
- (d) City will purchase each firefighter new bunker coats and pants every five (5) years. City will purchase new helmets, eye protection issued with helmet, boots, gloves, hoods, and SCBA facemasks as such equipment wears out. However, the firefighter will replace at the firefighter's own expense any equipment, including bunker coats and pants that are lost or are damaged outside the line of duty.
- (e) Members shall not be required to pay for the issuance of new items of clothing not presently a part of the firefighter's required clothing. Once new items of clothing are issued, however, Members shall maintain such items of clothing as set forth in paragraph (a) of this Article.

ARTICLE XIV Duties of Firefighters

Section One.

The firefighters' duties shall consist of keeping the quarters, grounds and all Fire Department vehicles clean and all other work directly connected with firefighting. Exterior painting and work which requires special skills not customarily held by firefighters such as plumbing and electrical work shall not be required to be performed by firefighters but may be performed by them voluntarily.

Section Two.

Firefighters shall not be required to engage in training or schooling on the holidays listed in this agreement unless the school or training is licensed or certified by the state or federal government.

Firefighters shall not be required to engage in training or schooling which is not certified by the state or federal government more than six (6) weekend days per shift per year.

ARTICLE XV Strike Prohibition

Section One.

The Union will not engage in, nor sanction a strike during the life of this agreement or any extension thereof.

Section Two.

A strike by personnel of Goshen Fire Department shall constitute a violation of this contract and shall subject those individuals participating in such a strike action to possible discharge from the Department.

ARTICLE XVI**Joint Occupational Safety and Health Program**

Section One.

It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

Section Two.

- (a) At the request of either the Mayor or Union representative, an Occupational Safety and Health Committee shall be established consisting of four (4) members, two (2) appointed by the Union representative and two (2) appointed by the Mayor.
- (b) The Committee shall meet as needed. Safety Committee members will be granted reasonable time off with pay when meeting jointly with the Mayor or his designee and for any inspection or investigation of safety or health problems in the Fire Department.
- (c) A record shall be kept of all accidents, injuries and illnesses which shall be maintained by the Fire Department. Copies of all records and reports shall be made available upon request to the Safety Committee members.

Section Three.

The City shall see that the following measures are taken:

- (a) Provide Coast Guard approved life preservers for all hazardous water related activities.
- (b) Provide an ambulance with paramedics and life support equipment at the scene of all multiple alarm fires or emergencies.
- (c) The Cascade system or any replacement system shall be tested according to Department of Transportation regulations not less than once every five (5) years by a licensed agency and maintained in good working order, and City shall provide not less than thirty (30) self-contained breathing apparatus in good working order so that all Members of the Fire Department will have such equipment at their disposal for protection from dangerous gas and smoke. This equipment shall be tested according to Department of Transportation regulations not less than once every five (5) years by a licensed agency and maintained in good working order.
- (d) Fresh air tanks shall be tested hydrostatically in accordance with the Department of Transportation regulations.
- (e) All aerial ladder, platform trucks, and aero chiefs shall be tested at least once every three (3) years for defects by Manufacturer's Representative according to National Fire Protection Association regulations and all defects shall be promptly repaired by the City.

ARTICLE XVII Department Strength

Section One. Minimum Work Force

- (a) It is agreed between the parties that a firefighting work force of at least thirteen (13) firefighters, excluding the inspectors, fire chief, and assistant fire chiefs, shall be on duty at all times.
- (b) At least six (6) paramedics shall be a part of the thirteen (13) person minimum work force.
- (c) [intentionally left blank]
- (d) Each frontline ambulance shall respond to calls with not less than two (2) paramedics. Any additional, reserve ambulance called in to service in addition to all three (3) front-line ambulances shall respond to calls with at least one (1) paramedic. If a reserve ambulance is called in to service to replace a primary frontline ambulance, then the reserve ambulance shall respond to calls with not less than two (2) paramedics.
- (e) Any fire apparatus responding to a call shall respond with at least two (2) firefighters and/or paramedics unless the response is to a multiple-alarm event.
- (f) Whenever the work force is reduced below the minimum requirements, the officer in charge will refer to the extra duty schedule for the next person in line to work.

Section Two. Call In for Duty

- (a) Paramedics. In the event that a paramedic is needed to meet minimum work force requirements and no paramedic volunteers to work, the Fire Chief or officer in charge shall order the paramedic with the least seniority to work if he can be located and shall continue to order paramedics to work in reverse order of seniority until a paramedic is located with the following exceptions:
 - (1) No paramedic can be ordered to work more than once in any given twenty-seven (27) day period unless all paramedics located have already been called in at least once in the period.
 - (2) No paramedic can be ordered to work if the calling would result in the paramedic working more than fifty (50) hours in a seventy-two (72) hour period unless all paramedics located have already been called in at least once in twenty-seven (27) day period or their call-in would result in working more than fifty (50) hours in a seventy-two (72) hour period. In the event a paramedic would be ordered in resulting in his working more than fifty (50) hours in a seventy-two (72) hour period, the paramedic should be allowed to leave duty as soon as other staffing commitments consistent with this agreement can be met if the paramedic requests. City must, however, comply with Indiana Code 36-8-4-9.
- (b) Firefighters. In the event that a firefighter is needed to meet minimum work force requirements and no firefighter volunteers to work, the Fire Chief or officer in charge shall order the firefighter with the least seniority to work if he can be located and shall continue order firefighters to work in reverse order of seniority until a firefighter is located with the following exceptions:
 - (1) No firefighter can be ordered to work more than once in any given twenty-seven (27) day period unless all firefighters located have already been called in at least once in the period.

- (2) No firefighter can be ordered to work if the calling would result in the firefighter working more than fifty (50) hours in a seventy-two (72) hour period unless all firefighters located have already been called in at least once in a twenty-seven (27) day period or their call-in would result in working more than fifty (50) hours in a seventy-two (72) hour period. In the event a firefighter would be ordered in resulting in his working more than fifty (50) hours in a seventy-two (72) hour period, the firefighter should be allowed to leave duty as soon as other staffing commitments consistent with this agreement can be met if the firefighter requests. City must, however, comply with Indiana Code 36-8-4-9.

ARTICLE XVIII Grievance Procedure and Arbitration

- (a) A “grievance” is defined to mean any difference that may arise between the parties or between the City and a firefighter employee covered by this agreement as to any matter involving interpretation, meaning, application or violation of any of the provisions of this agreement. A “grievant” is defined as any firefighter employee covered by this agreement, group of firefighter employees, or the Union.
- (1) It shall first be the responsibility of the grievant to reduce the grievance to writing citing the specific provisions of this contract that the grievant believes have been violated within thirty (30) days after the grievance arises and present the written grievance to the Chief.
 - (2) If the Chief does not respond to the grievance within fifteen (15) days, the grievant may request the Board of Public Works and Safety hear the grievance. The Board of Public Works and Safety shall schedule the grievance for a hearing within ten (10) days of receiving the grievant’s request for a hearing.
 - (3) If the Chief does respond, but his response is not acceptable to the grievant, the grievant may request that the Board of Public Works and Safety hear the grievance. The written request for the Board of Public Works and Safety to hear the grievance shall be delivered to the Mayor’s office within fourteen (14) days of the Chief’s decision. The grievant shall specify the provisions of this contract that the grievant believes have been violated.
- (b) Either party may send written notice of a demand for arbitration to the other party within thirty (30) days of an unfavorable ruling of the Board of Public Works and Safety or within sixty (60) days of the Board of Public Works and Safety hearing if the Board of Public Works and Safety fails to act. The dispute shall be submitted to arbitration before an impartial arbitrator selected as provided below.
- (1) If within ten (10) days after a demand for arbitration, the parties are unable to agree upon an arbitrator, the City and Union shall each submit a list of three (3) arbitrators selected from the list of mediators maintained by the Elkhart Circuit Court. Within five (5) days after the list of arbitrators is selected, a designee from the Union and a designee from the City shall meet and select the arbitrator by alternately striking a name from the combined list. The designee striking first shall be determined by the flip of a coin. If the person selected accepts appointment, such person shall arbitrate the dispute. If the person selected declines the appointment, the appointment will be offered to the next to last person to be struck from the list. This process shall continue until one of the selected persons agrees to arbitrate the dispute.
 - (2) The arbitrator shall hold a preliminary hearing to define the issues to be arbitrated, and establish the process to be used for the arbitration.
 - (3) The arbitrator shall hold a final hearing on the issues to be arbitrated, make such investigation as the arbitrator deems necessary to a proper decision, and render its decision in writing. The decision of the arbitrator shall be final and binding upon the parties.
 - (4) The arbitrator is authorized to conduct such hearing in an informal manner and without recourse to the technical, common law rules of evidence required in judicial proceedings. Every person who is a party to such proceedings shall have the right to submit evidence in

open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties or in the absence of agreement, as determined by the arbitrator.

- (5) The arbitrator's fees and the necessary expenses of the arbitration shall be borne by the losing party. However, it is understood and agreed that such fees and expenses shall not include the attorney fees of either party.

ARTICLE XIX Miscellaneous

Section One. Duration

This agreement shall be in effect from January 1, 2021 to and including December 31, 2021.

Section Two. Future Negotiations

The parties agree that commencing no later than May 15, 2021, they will undertake negotiations for a new agreement with the expressed intent of reaching an agreement by August 1, 2021.

Section Three. Extension

In the event the parties are unable to reach a new agreement, the terms and provisions of this agreement shall remain in full force and effect beyond the expiration date until such new agreement is reached.

Section Four. Renegotiation and Amendment

It is understood and agreed by the parties that any provision contained in this agreement may at any time be changed by mutual written agreement of the parties.

ARTICLE XX Pay Days

Section One. Pay Period

Firefighters shall be paid every other Friday.

Section Two. Additional Pay Period

All other pay shall be disbursed by the City as follows:

- (1) Holiday pay will be paid the last pay day in November.
- (2) Clothing allowance pay will consist of two (2) equal checks payable the last pay day of June and the first pay day of December.
- (3) Twenty (20) year bonus pay will be paid the last pay day of December or at the time of severance from the Department, whichever occurs first.
- (4) Paramedic's pay will be paid the first pay day in December. In the event the paramedic has dropped or involuntarily loses his certification, pay will be prorated accordingly.

ARTICLE XXI**Working Out of Classification**

Section One. Working out of Classification

- (a) All privates, sergeants, lieutenants, and captains covered by this agreement who accept the responsibilities and carry out the duties of a position or rank above that which they normally hold shall be paid at the rate for that position or rank while so acting, or as long as they are responsible for said position or rank except while so acting on an emergency basis. The term "emergency" shall mean less than twenty-seven (27) days in each tour of duty. Payment shall be made with the pay period immediately following the time when the work was performed.
- (b) Any member carrying out the duties of a chief officer for an aggregate amount of more than forty-five (45) days, excluding scheduled vacations or personal days, in a calendar year shall receive fifty percent (50%) of the rank differential of member's current rank pay and chief officers pay for the days the member carried out the duties of the chief officer. Payment will be made on the first pay day in December.

Section Two. Dual Classification

Any member holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

ARTICLE XXII Death Benefits

The City agrees to pay in full to the employee's beneficiary all Fire Department benefits which the employee has not received during the year the employee dies or is killed while covered under this agreement.

ARTICLE XXIII Extreme Weather

In order to enable firefighters to respond to fire calls in peak condition in extreme weather, firefighters will not be required to perform Fire Department training activities outdoors when elements are of extreme conditions. In addition, such outdoor training will not be commenced under conditions of rain, snow, or extreme winds.

Further, indoor Fire Department house duties will not be required when the extreme temperature conditions are present if there is an absence of indoor controlled temperature (i.e., air conditioning and heating).

ARTICLE XXIV Family Emergency Leave

A firefighter shall have the privilege of leaving the fire station for immediate family emergencies such as illness or accident, or other situations requiring immediate attention. A firefighter shall elect to use sick leave, compensatory time, or unscheduled vacation or personal days in absences in excess of one (1) hour. If unscheduled vacation or personal time is used it shall be used in a minimum of twelve-hour increments or until the end of the shift, whichever is less.

ARTICLE XXV Savings Clause

If any provision of this agreement, or application thereto, to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XXVI Non-Discrimination

The City shall not discriminate against or in favor of any employee for his activity in behalf of, or membership in the Union. The City and the Union agree that there shall be no discrimination against or in favor of any employee because of race, creed, religion, sex, national origin, disability, or political affiliation or non-affiliation.

ARTICLE XXVII Rules and Regulations

Any changes to the present rules and regulations of the City governing the operation of the Fire Department shall not be adopted unless, and until the Union is presented with an opportunity to review the proposed changes and discuss the proposed changes with the City.

ARTICLE XXVIII Discipline

- (a) All firefighters shall have the right upon request to have a Union representative or Union officer present when being brought before any supervisor of the Department for hearings, written reprimands or punishment.
- (b) The Chief of the Fire Department shall have the authority to issue oral and written reprimands, as well as suspensions up to and including five (5) twenty-four (24) hour days without reporting such action to the Board of Public Works and Safety unless the member receiving the disciplinary action within forty-eight (48) hours after receiving notice of the written reprimand or suspension requests that the Board of Public Works and Safety review the Fire Chief's disciplinary action. There is no right to request a review of an oral reprimand.
- (c) If a request for review is timely filed with the Board of Public Works and Safety by the member, the Fire Chief shall provide the Board with the disciplinary action taken by the Chief and the reasons for such action. The Board, at its discretion, may hold a hearing on the member's review request. If the Board elects to hold a hearing, the Board shall issue written notice of the hearing to the member in person or by a copy left at the member's last and usual place of residence at least fourteen (14) days before the date set for the hearing.

ARTICLE XXIX Special Schooling

Any member required to attend any schooling or training by the Department on the member's scheduled work day will be paid in the same manner as the member would have been paid had the member reported for duty. In addition, the member is entitled to reimbursement for tuition, mileage and reasonable cost of lodging incurred, but not to exceed the City's travel policy allowance. If any member is required to attend schooling or training by the Department on a day other than a scheduled work day, the member shall be paid for the actual hours of instruction. The member is entitled to reimbursement for tuition, mileage and reasonable cost of lodging incurred, but not to exceed the City's travel policy allowance.

All Members shall have an equal opportunity to attend special schooling. Any member attending a special school and requesting that the City pay all or a portion of the costs for such schooling shall submit a request for payment of costs to the Assistant Chief of the Fire Department prior to attending the schooling. The Assistant Chief shall assess the request in accordance with the criteria established by the Standard Operational Guideline approved by the Board of Public Works and Safety. Based on the assessment, the Assistant Chief shall establish a level of payment or reimbursement in accordance with the Guideline. The member's schooling will be paid accordingly upon successful completion of the schooling. If the member does not successfully complete the schooling and the City paid for the member's schooling in advance, the member will reimburse the City the cost of the schooling.

Nothing in this Article, however, shall mandate the City to provide special schooling upon request of a firefighter.

ARTICLE XXX Duty-Related Illness or Injury

Section One.

The City shall pay for the care of any member who suffers an illness or injury while performing his duty. The member agrees to submit any claim for medical expenses to City medical insurance plan or any other insurance available to him.

Section Two.

When a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of or in the course of the member's employment by the City and such illness or injury is not of the nature, degree and/or duration necessary to qualify the employee for the benefits under the applicable pension and disability fund, the City will pay the member's pay and benefits for a period not to exceed an aggregate of fifty-two (52) weeks for any such injury or illness.

Section Three.

Any employee covered by firefighter pension and afflicted with an illness or injury resulting from the performance of the employee's duties shall not be required to use sick leave while absent from work.

Section Four.

If a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of the member's employment with the City and such illness or injury is of a nature, degree and duration to qualify the member for benefits under the applicable pension or disability fund, the City will pay the member's pay and benefits until the member begins receiving benefits under the applicable pension and/or disability fund. The City's obligation for pay and benefits shall not exceed an aggregate of fifty-two (52) weeks nor shall the obligation be less than twenty-six (26) weeks for any such injury or illness.

Section Five.

If City believes that a member has suffered a duty related injury or illness of the degree, nature and duration necessary to qualify the employee for the benefits under the applicable pension or disability fund, the City through the Goshen Board of Public Works and Safety may request that the local pension board conduct a hearing to determine whether the employee has a covered impairment under the applicable pension or disability fund. If the local board determines the employee has a covered impairment, an application for benefits shall be immediately made to the applicable pension or disability fund by the employee.

Section Six.

For the purposes of this Article, a covered injury or illness is an injury or illness which permanently or temporarily makes a member unable to perform the essential functions of the employee's duties considering reasonable accommodations.

This provision is intended to be identical to Indiana Code 36-8-8-12.3 definition of a covered impairment. If the Indiana Code's definition of covered impairment is modified, this contract definition shall be modified accordingly.

ARTICLE XXXI Personal Leave

Members who have accumulated forty-eight (48) hours of sick leave shall be entitled to seventy-two (72) hours of personal leave per year. Application for personal leave shall be made to the employee's Department head, who shall consider the date(s) involved and grant or deny the leave accordingly. Personal leave hours shall not be cumulative from year to year. This policy does not, however, affect the cumulative effect of sick leave from year to year. Personal leave may be taken at a minimum of twelve (12) hours per use.

If any member has unused personal leave at the end of the year, he or she shall be paid for such unused personal leave at the hourly wage.

ARTICLE XXXII Severance Pay

Section One.

A member will be entitled to severance pay when a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of or in the course of the member's employment by the City, and the illness or injury is of the nature, degree, and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. The severance pay will be fifty percent (50%) of the remainder of the following:

- (a) The member's pay and benefits for fifty-two (52) weeks, less
- (b) The pay and benefits paid to the member by the City under the Article entitled "Duty Related Illness or Injury."

The City will pay the member severance pay within fourteen (14) days of the member receiving benefits under the applicable pension and disability fund.

Section Two.

Once severance payment is made, City shall have no further obligation for payments for duty related illness or injury.

ARTICLE XXXIII Sick Leave

- (a) All firefighters shall earn twelve (12) hours of sick leave for each month of active employment. No sick time will accrue when a firefighter is on leave for thirty (30) days or longer. Such leave would not include the use of vacation time, personal leave or compensatory time off. There is no maximum accumulation of sick leave.
- (b) If at the end of any calendar year a firefighter has seven hundred twenty (720) hours of sick time accumulated (not counting sick time to be sold back), the firefighter may elect to sell back to City up to one hundred forty-four (144) hours of sick time, however, the hours of sick time sold back to City under this paragraph cannot exceed the hours of sick time earned the previous year less the sick time used during that year. The firefighter's election to sell back sick time must occur between January 1 and February 15 of the following year [a period of forty-six (46) days].
- (c) City agrees to have sick time earned but unused reflected on each firefighter's pay stub at least once a month or posted within each fire station at least once a month.
- (d) Sick time may be used at a minimum of four (4) hours.
- (e) If a firefighter has more than two thousand eight hundred eighty (2,880) hours of sick time accumulated at the end of any calendar year (not including the sick time to be sold back), the firefighter may elect to sell the City up to seventy-two (72) hours of sick time back to the City in any calendar year. The total number of hours of sick time [adding hours under paragraph (b) and paragraph (e)] sold back by any firefighter may not exceed one hundred forty-four (144) hours in any calendar year.
- (f) Upon retirement, City will pay the retiring firefighter for sick hours accumulated between two thousand one hundred sixty (2,160) hours and two thousand eight hundred eighty (2,880) hours.
- (g) Any firefighter who has an injury or illness that does not permit the firefighter to work as a full-time firefighter may request a meeting with the Human Resources Manager and the Fire Chief or his designee to explore the opportunity for full- or part-time light-duty work in the Fire Department.
- (h) Any sick hours sold back to City will be sold to City at the rate of Four and 25/100 Dollars (\$4.25) per hour.
- (i) If a firefighter is receiving short-term disability benefits provided under Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan, the firefighter may elect to use sick leave hours to supplement the short-term disability plan benefits to replace the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage.

The firefighter will only be required to use the proportional share of sick leave hours necessary to cover the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage.

The firefighter may not elect to use more sick leave hours than is necessary to cover the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage. The firefighter cannot receive more than the firefighter's regular weekly wage.

ARTICLE XXXIV Indemnification

The City shall indemnify and hold harmless any firefighter from all legal claims, suits, causes or judgments arising out of the acts or omissions of the firefighter arising out of and in the course of the performance of the duties of such firefighter. Indemnity shall not be provided in the event any firefighter willfully violates any legal order of his superior officer or is guilty of willful or wanton misconduct.

ARTICLE XXXV Physical Examinations

The City shall provide a physical examination for each member once every three (3) years at no expense to the member. The member agrees to submit to the examination at the time and place designated by the City, provided the member is given at least ten (10) days' notice and reasonable accommodation to the member's schedule are made. The physical examination reports shall be the property of the City and made a part of the member's medical record. A copy of the report shall be furnished to the member. The physical examination shall be consistent with current OSHA firefighter requirements.

ARTICLE XXXVI Certifications and Classifications

In addition to regular salaries, each member shall receive the following amounts for each classification to which the member is appointed.

- (a) Fire Training Coordinator (1 position), One Thousand Dollars (\$1,000.00).
- (b) Fire Training Instructors (2 positions), Seven Hundred Fifty Dollars (\$750.00).
- (c) Public Relations and Education (3 positions maximum), Five Hundred Dollars (\$500.00).
- (d) Arson Investigator (4 positions maximum), Six Hundred Dollars (\$600.00).
- (e) EMS Training Instructors (3 positions), Seven Hundred Fifty Dollars (\$750.00).

ARTICLE XXXVII Paramedics

Section One.

After consultation with the newly hired firefighter, the fire chief will instruct the firefighter when to enroll into a paramedic training course if the firefighter is not already enrolled in or attending paramedic training prior to beginning employment.

Section Two.

Any firefighter attending paramedic training shall schedule all training sessions when the firefighter is scheduled to work to the extent possible.

Section Three.

A paramedic is not considered active if the paramedic is not regularly assigned at least two (2) paramedic shifts in a twenty-seven (27) day period.

Section Four.

Any paramedic shall not allow his/her paramedic certificate/license to lapse without the approval of the Fire Chief and the Board of Public Works and Safety.

Section Five.

If the number of active paramedics exceeds thirty-one (31), any active paramedic with at least twelve (12) years of service may request approval to become inactive. The request shall be granted unless a paramedic with more service as an active paramedic requests to become inactive.

Section Six.

[intentionally left blank]

Section Seven.

In addition to regular salaries, each member serving as an active paramedic shall receive three and one-half percent (3.5%) of the base salary for a private firefighter plus Six Hundred Twenty-five Dollars (\$625) per year for each full year of service to the Goshen Fire Department to a maximum of nine percent (9%) of the base salary for a private firefighter.

Section Eight. Restricted Paramedic

- (a) Provided staffing levels permit, a paramedic with at least eight (8) continuous years of service as a paramedic may request to be placed on a restricted paramedic assignment for one (1) calendar year.
- (b) During the restricted assignment period, the member shall receive thirty (30) percent of their current paramedic bonus pay for that year.
- (c) The member may be assigned to serve as a paramedic no more than one (1) twenty-four (24) hour shift per month of the duration of the restricted assignment. No more than one (1) paramedic per shift may be placed on a restricted assignment at a time. The restricted paramedic shall not qualify

for overtime requiring assignment to an ambulance. The restricted paramedic shall not be allowed to reduce his or her restricted assignment from one (1) calendar year.

- (d) The restricted paramedic may be assigned as a paramedic in the event of a State or Local declared emergency, or in the event of a Mass Casualty Incident, if needed, in addition to the monthly limit.
- (e) In the event that more than one (1) paramedic from each shift requests restricted assignment, it shall be up to the Fire Chief to select which paramedic is allowed the restricted assignment, with the input of the Union.
- (f) Once the restricted assignment has concluded, the paramedic shall continue to receive paramedic bonus as before the restricted assignment and must remain as an active paramedic for no less than two (2) additional years.
- (g) City and Union agree to continue to discuss the concept of a Reserve Paramedic to replace or supplement the Restricted Paramedic language of this section. The Union agrees to discuss the reserve paramedic concept with the fire chiefs to forge a provision that both the Union and fire chiefs support. Once the provision is agreed to by the Union and fire chiefs, the provision will be submitted to the Mayor for approval and then to the Board of Public Works and Safety for final approval.

ARTICLE XXXVIII Creation of Fire District

In the event that action of the State of Indiana or County of Elkhart imposes a fire district or other expansion of the fire service area upon the City of Goshen which includes territory outside the corporate boundaries of the City of Goshen and Elkhart Township or if the Mayor and the Goshen Common Council determine that it is in the best interest of the City of Goshen to be included in a fire district or other expansion of the fire service area that includes territory outside the corporate limits of the City of Goshen and Elkhart Township, City and Union agree to meet, discuss and attempt to renegotiate those sections of this agreement that will be impacted by the new territory to be serviced or by the inclusion of the new service area.

SIGNATURE PAGE

The Union and the City, by and through their duly authorized officers and representatives, and intending to be legally bound now sign this agreement on December _____, 2020.

CITY

UNION

Jeremy P. Stutsman, Mayor

Matthew E. Whitford

Michael A. Landis, Board Member

Shane McKerchie

Mary Nichols, Board Member

John Weishaupt

EXHIBIT A – Base Salaries

Position	2021*
Captain	\$60,196
Ambulance Captain	\$60,196
Lieutenant	\$57,031
Ambulance Lieutenant	\$57,031
Sergeant	\$53,710
Ambulance Sergeant	\$53,710
Private	\$52,294
Probationary Private	\$49,985

* In addition to the base salary, City will pay one percent (1%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8 beginning in 2012.

AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA
AND
GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

EFFECTIVE DATES

JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

**AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA**

AND

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

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**AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA**

AND

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

This agreement is entered into on January 1, 2021 and continuing through December 31, 2021, by and between the City of Goshen, Indiana, through its Board of Public Works and Safety, hereinafter called "City," and Goshen Firefighters Association, Local No. 1443, International Association of Firefighters, hereinafter called "Union."

The City and the Union, in consideration of the mutual covenants and agreements agree as follows:

ARTICLE I Purpose and Definitions

Section One. Purpose

The parties enter into this agreement to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between parties.

Section Two. Definitions

- (a) “City” shall include the elected or appointed representatives of the City of Goshen, Indiana, including the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Certified Chief Inspector, and Chief Inspector.
- (b) “Union” shall include all other sworn members of the City Fire Department and the officers or representatives of the Union.
- (c) “Members” shall refer to all employees of the City of Goshen Fire Department represented by the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, including both paramedics and firefighters.
- (d) When the singular number is used, it shall include the plural.
- (e) When the masculine gender is used, it shall include the feminine gender.

ARTICLE II Coverage

This agreement shall be applicable to all sworn members of the City Fire Department, except the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Chief Inspector, and Certified Chief Inspector.

ARTICLE III Recognition

Section One.

The City recognizes the Union as the sole and exclusive bargaining representative for all Members of the Fire Department excepting: the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Chief Inspector, and Certified Chief Inspector. The Union does not represent any part-time or seasonal employees of the Department.

The City agrees it shall not enter into any oral or written agreements with any employee represented by the Union either individually or collectively or with any other organization acting on behalf of such employee for the duration of this agreement.

Section Two.

Notwithstanding the provisions of Section One, City may enter into an agreement with individual employees to repay a prorated share of the cost of paramedic training if the employee does not serve as an active paramedic for at least three (3) consecutive years.

ARTICLE IV Rights of Management

Except as otherwise provided in this agreement, or applicable federal or state law, the City, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Fire Department, the right to hire, discharge, suspend, discipline, promote, demote, and transfer firefighters. Nothing in this Article shall limit or prevent firefighters' rights to the grievance procedure provided for in this agreement.

ARTICLE V Dues Deduction

Section One. Union Members

The City shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees, and assessments. Such sums, accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union Secretary-Treasurer within thirty (30) days after such collections have been made.

ARTICLE VI Union Activities

Section One. General

- (a) Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection.
- (b) Employees may express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal. However, before any grievance or complaint is aired publicly, the issue shall be presented, in writing, to the Fire Chief and afford the Fire Chief a reasonable opportunity to respond to the grievance or complaint.

Section Two. Released Time

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing grievances, and administering and enforcing this agreement. The City shall not be required to call in overtime in order to meet the requirements of this Section.

Section Three. Bulletin Boards

The City shall furnish and maintain suitable bulletin boards in convenient places in each station and work areas. The Union shall have the right to utilize such bulletin boards for the posting of information.

Section Four. Meetings

The Union may schedule meetings on Fire Department property.

Section Five. Union Activities

The President or a designee shall be allowed time off with pay not to exceed three (3) days in any calendar year to attend Union conventions and seminars.

ARTICLE VII Wages

Section One. General

The salary schedule containing base salary and fringe benefits as negotiated from time to time by action of the Common Council of the City of Goshen, Indiana, is made a part of this agreement by reference. The base salary to be included in the annual salary ordinance is included in Exhibit A attached to this agreement.

Section Two. Overtime Pay

- (a) For the purpose of determining overtime compensation, the calendar year shall be divided into work periods which will consist of twenty-seven (27) consecutive calendar days. A covered employee for the purpose of this Article is an employee who is regularly scheduled to work twenty-four (24) hour days.
- (b) Any covered employee who exceeds two hundred four (204) hours in any work period shall be paid at one-half (½) the applicable hourly rate for those hours in excess of two hundred four (204) until the employee reaches two hundred sixteen (216) hours in that work period.
- (c) Any covered employee who exceeds two hundred sixteen (216) hours in any work period shall receive two (2) times the base hourly rate for those hours in excess of two hundred sixteen (216) during that period except as provided in paragraph (n) of this section.
- (d) The applicable hourly rate for calculating overtime compensation for hours worked between two hundred four (204) and two hundred sixteen (216) in any work period shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756).
- (e) The base hourly rate for calculating overtime compensation for hours worked in excess of two hundred sixteen (216) in any work period shall be annual base salary divided by two thousand nine hundred twelve (2,912).
- (f) Overtime compensation for any work period shall be paid in the pay period which includes the pay for the 27th day of the work period.
- (g) Overtime shall be assigned for covered employees as uniformly as possible.
- (h) When a covered employee is called in to work overtime, he shall be guaranteed two hours pay at the overtime rate.
- (i) In the event that a covered employee is held over his regular work shift, he shall receive the applicable overtime pay, if any, but shall not be guaranteed two (2) hours pay.
- (j) Overtime between one (1) minute and fifteen (15) minutes shall require payment of one-quarter (¼) hour, overtime between sixteen (16) minutes and thirty (30) minutes shall require payment of one-half (½) hour, overtime between thirty-one (31) minutes and forty-five (45) minutes shall require payment of three-quarters (¾) hour, and overtime between forty-six (46) minutes and sixty (60) minutes shall require payment of one (1) hour.
- (k) In lieu of cash payment for overtime compensation, the City may elect to provide compensatory time. Such compensatory time shall be credited at the rate of two (2) hours for each hour of

overtime worked, up to a maximum of four hundred eighty (480) hours compensatory time. Compensation for all hours in excess of four hundred eighty (480) hours shall be paid in cash at the base hourly rate. A member who has accrued compensatory time off, at City's option, shall be permitted to use such time, provided that such member gives at least fourteen (14) days' notice to the City. All requests for compensatory time off accrued at City's option shall be granted unless the time off will unduly disrupt the operations of the Fire Department.

A member may elect, at member's option, to receive compensatory time (Member Elected Compensatory Time or MECT) in lieu of a cash payment. A member may accrue no more than forty-eight (48) hours of MECT at any time. MECT shall be credited at the rate of two (2) hours for each hour of overtime worked. A member who has accrued MECT shall be permitted to use MECT upon fourteen (14) days' notice to City, provided that the member's absence will not require City to call in another member on overtime to meet minimum staffing requirements. Requests to use MECT will be considered after vacation time and personal days have been assigned provided such vacation time and personal days have been requested by December 31 of the prior year. If at the end of the year a member has not used all MECT, the member may elect to "bank" the unused MECT or elect to be paid the MECT. However, the member may not bank more than forty-eight (48) hours of MECT whether accruing in the current year or prior years. Any payment for actual hours worked shall be paid at two (2) times the base hourly rate applicable in the year in which the hours were worked.

The City may require a member to use accrued compensatory time upon at least fourteen (14) days' notice to the employee. Upon termination of employment, a member shall be paid for unused compensatory time at the member's base hourly rate of pay then in effect, or the average of the pay received by the member during the last three (3) years of employment, whichever is higher. Unused MECT will be paid at the base hourly rate applicable in the year in which the MECT hours were worked. Compensatory time shall be used for no less than four (4) hours at a time.

- (l) For calculating overtime compensation, hours taken off for vacation, sick leave and personal leave will be counted as hours worked, but other types of leave will not be counted as hours worked.
- (m) Applicable fringes, as used in this Section, shall include annual longevity increase in pay, paramedic pay, specialty pay, and master fire pay or fire officer one pay. Applicable fringes do not include holiday pay, clothing allowance, cost of health insurance, 20 year bonus pay, contributions to pension plan or the value of any other fringe benefit not specifically enumerated.
- (n) If a covered employee is attending mandated paramedic training to obtain initial paramedic license, and the employee works more than two hundred sixteen (216) hours in any work period for the purpose of attending the mandated paramedic training, the employee shall receive one and one-half (1 ½) times the employee's hourly rate. The applicable hourly rate for calculating overtime compensation shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756).

Section Three. Holiday Pay

- (a) In addition to the regular salary, each firefighter shall receive two and two tenths percent (2.2%) of member's base salary as holiday pay in observance of the following holidays:
 - (1) New Year's Day, January 1
 - (2) Martin Luther King, Jr. day, the third Monday in January

- (3) Memorial Day, the last Monday in May
 - (4) Independence Day, July 4
 - (5) Labor Day, the first Monday in September
 - (6) Veteran's Day, November 11
 - (7) Thanksgiving Day, the fourth Thursday in November
 - (8) Day following Thanksgiving Day
 - (9) Christmas Eve, December 24
 - (10) Christmas Day, December 25
- (b) In the event a firefighter, excluding a probationary firefighter, leaves the Department, his holiday pay will be prorated on an annual calendar year basis; i.e., three (3) months worked equals one-fourth (1/4) of holiday pay. A probationary employee who leaves the Department is not entitled to any holiday pay benefit.
 - (c) In the event a firefighter is hired after the first day of a calendar year, he will be paid for holidays actually occurring after the date of his first day of work.

Section Four. Annual Longevity Increase in Pay

- (a) In addition to the regular salary, each member shall receive an annual longevity increase in pay bonus (formerly increment pay bonus) based on Two Hundred Dollars (\$200.00) per year of service, to a maximum of Three Thousand Four Hundred Dollars (\$3,400.00) per year. Effective January 1, 2021, increment pay shall be referred to as annual longevity increase in pay – Members will receive annual longevity increase in pay which is not an additional benefit over and above increment pay.
- (b) Annual longevity increase in pay is to be included in the regular bi-weekly check and is to reflect the number of years and partial years completed by the respective member of the Fire Department at the end of the previous fiscal year.
- (c) Notwithstanding Article XII, Section 4(a), above, Members shall receive a one-time Longevity Increase in Pay payment for twenty (20) years of continuous service to the Department in the amount of fifteen percent (15%) of the current year's private pay, which shall be paid to the member within the thirty (30) days prior to the member's 20th employment anniversary.

Section Five. Probationary Firefighters

- (a) During periods of training, a probationary firefighter is not entitled to any more overtime pay that is mandated by the federal Fair Labor Standards Act, notwithstanding the provisions of Section Two.
- (b) No probationary firefighter shall be counted as manpower as outlined in Article XVII until all of his or her personal protective equipment has been received by the firefighter and fits correctly. In the event the firefighter's personal protective equipment delivery is delayed, and City has personal protective equipment that fits adequately as determined by the current committee defined in Article

XIII, paragraph (c), and passes the current personal protective equipment inspection process, the firefighter may be issued the temporary personal protective equipment until the firefighter's new personal protective equipment arrives and fits correctly. If City cannot provide a complete ensemble of personal protective equipment, the probationary firefighter shall not be counted as manpower as outlined in Article XVII. The probationary firefighter can begin employment for other purposes such as training and administrative purposes.

ARTICLE VIII Hours of Employment

Section One. Work Schedule

- (a) **Regular Schedule.** The regular work schedule of firefighters shall be:
- (1) A twenty-seven (27) day tour of duty with each work day to consist of twenty-four (24) hours starting at 07:00 hours.
 - (2) The platoon system shall be a three-platoon system.
- (b) **Flex Schedule.** One (1) firefighter per platoon may be scheduled to work forty (40) hour weeks or scheduled to work different platoons to reduce overtime, accommodate light duty assignments, or work special projects. Any firefighter who is ill or injured cannot be assigned light duty without the firefighter's consent.
- (c) In the event a firefighter is scheduled to work a forty (40) hour week, the firefighter will not be required to work more than seven (7) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work one (1), forty (40) hour week in the twenty-seven (27) day work period; five (5) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work two (2), forty (40) hour weeks in the twenty-seven (27) day work period; or three (3) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work three (3), forty (40) hour weeks in the twenty-seven (27) day work period.

Section Two. Trading of Days

Firefighters shall be permitted to voluntarily trade work days, provided, however, that firefighters shall not be permitted to "borrow" time from the City, and provided further that all time traded shall be paid back within twelve (12) months.

Section Three. Probationary Firefighters

A probationary firefighter may be scheduled for work in any fashion during periods of paramedic training that minimize the overtime earned by the probationary firefighter or reduces the need to call in other firefighters for overtime duty.

ARTICLE IX Vacations

Section One. Eligibility and Amounts

Vacation time shall be granted to the benefit of firefighters based upon years of service, as follows:

- (a) Firefighters who have completed up to eight (8) years of service, shall accrue twelve (12) hours of vacation per month up to one hundred forty-four (144) hours of vacation.
- (b) Firefighters who have completed eight (8) years of service, but less than fifteen (15) years of service, shall accrue eighteen (18) hours of vacation per month up to two hundred sixteen (216) hours of vacation.
- (c) Firefighters who have completed fifteen (15) years of service shall accrue twenty four (24) hours of vacation per month up to two hundred eighty-eight (288) hours of vacation.

Section Two. Vacation Schedule

- (a) Selection
 - (1) All vacation selections must constitute a minimum of one (1) three (3) day work cycle, or the total amount of accrued vacation hours the Member has remaining, whichever is less
 - (2) Vacations shall be selected on the basis of seniority per shift, and each firefighter may select up to two (2) consecutive three (3) day work cycles of vacation on his first pick. The days must be consecutive work days.
 - (3) The firefighter may select three (3) days; however, they must wait until all other Members have made their initial selections before being allowed a second pick of three (3) days. .
- (b) Not less than two (2) Members per shift shall be eligible for vacation at any time.
- (c) Vacation schedules for each shift will be posted by the ranking member of the shift by November 15. All vacation picks shall be made by December 20 according to seniority. After everyone eligible has scheduled their first choice, then the ones with three (3) days remaining on their first pick may select their next three (3) days. After their selection, the ones with nine (9) days may pick their next three (3), then after that, the ones with twelve (12) may pick their remaining three (3) days.
- (d) Any three (3) day work period that begins prior to December 29 of the year being selected may be selected as a vacation period for that year.
- (e) When a firefighter is transferred from one shift to another after vacations are picked, his vacation will transfer with him, within a maximum of seven (7) days of his original pick.

ARTICLE X**Seniority, Lay-Off and Recall**

- (a) Seniority shall be determined by the date of the firefighter's appointment to the Department. In the event that two (2) or more firefighters are appointed on the same date, seniority shall be awarded on the basis of the first day actually worked. If two (2) or more firefighters were appointed to the Department and commenced work on the same date, then seniority shall be determined alphabetically.
- (b) A "lay-off" is hereby defined as a necessary reduction of the work force of the Fire Department. Lay-offs shall be made in the reverse order of seniority; that is, the firefighter with the least seniority shall be laid off first, and the firefighter with the most seniority shall be laid off last.
- (c) A "recall" shall be an increase of the work force with the Fire Department following a lay-off. Recall shall be by seniority with the firefighter with the most seniority being the first individual to be recalled, and the firefighter with the least seniority being the last individual to be recalled.
- (d) In the event of a personnel reduction, no new employees shall be hired until all laid-off employees are recalled or have refused to return to work.
- (e) If any position of the Fire Department presently being performed by a firefighter is performed by civilian or volunteer help, no firefighter shall be laid off as a result.

ARTICLE XI**Bereavement Leave**

Section One.

In case of death in the firefighter's immediate family (meaning parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child and stepchild who is or has been a member of the firefighter's household), a firefighter shall receive upon request five (5) consecutive calendar days off without loss of regular pay commencing from the date of death to make preparations for and attend the funeral and burial of such relative, and after the funeral and burial, to attend to any necessary business or legal matters of the decedent or his estate. In addition, any firefighter who is asked to be a pallbearer will have time off to attend the funeral.

Section Two.

In the case of death of a member of the employee's family other than set forth above in Section One of this Article, an employee may be granted upon request twenty four (24) hours of leave without loss of regular pay.

Section Three.

In case of death of a co-worker, an employee may be granted reasonable time off to attend the funeral of said co-worker, provided that staffing permits. As contained herein, co-worker shall be identified as an employee at time of death.

Section Four.

The Fire Chief shall have the right to grant, in appropriate cases and at his own discretion additional time or days off work for funerals which may be taken as personal leave, sick leave or compensatory time off at the option of the firefighter.

ARTICLE XII Insurance

Section One.

The City shall provide at City's expense medical and hospitalization insurance for each member and the member's spouse and eligible dependents.

Section Two.

For the term of this agreement, each member shall contribute no more than twenty (20) percent of the cost of the health insurance premium per week. This contribution shall be deducted from the member's bi-weekly paycheck. The City shall contribute no less than eighty (80) percent of the cost of the health insurance premium per week. Based on Central States' 2020 quote, the City's contribution will be as follows:

- (a) Four Hundred Thirty-three and 86/100 Dollars (\$433.86) per week effective January 3, 2021.
- (b) The amount not to exceed Four Hundred Fifty-three and 86/100 Dollars (\$453.86) per week effective January 2, 2022.
- (c) The amount not to exceed Four Hundred Seventy-Three and 86/100 Dollars (\$473.86) per week effective January 1, 2023.

Section Three.

City agrees to contract with Central States, Southeast and Southwest Areas Health and Welfare Fund to purchase Central States' C6 Benefit Plan City's obligation to provide Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan is subject to Central States continuing to offer coverage to the City's other employees at the same rate that Central States offers the Plan to the City's Union employees.

Section Four.

For the purposes of this Article, Members shall include all firefighters or paramedics off work due to injury and/or illness until such time as such Members begin receiving disability benefits from the fire pension fund.

Section Five.

If City decides to drop the Central States C6 Plan because the cost of the Plan exceeds the maximum cost per week per employee as established by Central States' 2020 quote incorporated into this agreement by reference, City agrees to consult with Union as part of the process of selecting a new insurance plan. City agrees to replace as much of Central States' C6 Plan, including dental, vision, life insurance and disability benefits, as City can for the cost maximums set out in Article XII, Section Two. Any new insurance plan will, at a minimum, provide the health insurance benefits. However, City does not agree to provide the dental, vision, life insurance and disability benefits provided in Central States' C6 Plan if the cost of providing such benefits exceeds the maximum set out in Article XII, Section Two of this agreement.

ARTICLE XIII Uniform Allowance

- (a) The City, in addition to all other compensation, shall pay each firefighter a uniform allowance of Six Hundred Dollars (\$600.00) per year to purchase and maintain uniforms as prescribed by the Chief and uniform committee. In consideration of this allowance, the firefighters agree to keep their uniforms neat, clean and in good repair and to replace all worn out or obsolete clothing as necessary except as provided below. All firefighters shall be subject to a dress inspection of the Board of Public Works and Safety or its designator on an annual basis.
- (b) The City will purchase at City's expense the following items for each firefighter:
 - (1) Helmet and eye protection
 - (2) Bunker coats and pants
 - (3) One (1) pair Boots
 - (4) Two (2) pairs of Gloves
 - (5) Two (2) Hoods
 - (6) Self-contained breathing apparatus (SCBA) facemask
- (c) The quality and brand of equipment to be purchased under paragraph (b) above will be recommended by a committee consisting of a member of the Safety and Training Committee, a Union representative and a Chief Officer. The committee's recommendation will be subject to the approval of the Chief of the Department.
- (d) City will purchase each firefighter new bunker coats and pants every five (5) years. City will purchase new helmets, eye protection issued with helmet, boots, gloves, hoods, and SCBA facemasks as such equipment wears out. However, the firefighter will replace at the firefighter's own expense any equipment, including bunker coats and pants that are lost or are damaged outside the line of duty.
- (e) Members shall not be required to pay for the issuance of new items of clothing not presently a part of the firefighter's required clothing. Once new items of clothing are issued, however, Members shall maintain such items of clothing as set forth in paragraph (a) of this Article.

ARTICLE XIV Duties of Firefighters

Section One.

The firefighters' duties shall consist of keeping the quarters, grounds and all Fire Department vehicles clean and all other work directly connected with firefighting. Exterior painting and work which requires special skills not customarily held by firefighters such as plumbing and electrical work shall not be required to be performed by firefighters but may be performed by them voluntarily.

Section Two.

Firefighters shall not be required to engage in training or schooling on the holidays listed in this agreement unless the school or training is licensed or certified by the state or federal government.

Firefighters shall not be required to engage in training or schooling which is not certified by the state or federal government more than six (6) weekend days per shift per year.

ARTICLE XV Strike Prohibition

Section One.

The Union will not engage in, nor sanction a strike during the life of this agreement or any extension thereof.

Section Two.

A strike by personnel of Goshen Fire Department shall constitute a violation of this contract and shall subject those individuals participating in such a strike action to possible discharge from the Department.

ARTICLE XVI**Joint Occupational Safety and Health Program**

Section One.

It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

Section Two.

- (a) At the request of either the Mayor or Union representative, an Occupational Safety and Health Committee shall be established consisting of four (4) members, two (2) appointed by the Union representative and two (2) appointed by the Mayor.
- (b) The Committee shall meet as needed. Safety Committee members will be granted reasonable time off with pay when meeting jointly with the Mayor or his designee and for any inspection or investigation of safety or health problems in the Fire Department.
- (c) A record shall be kept of all accidents, injuries and illnesses which shall be maintained by the Fire Department. Copies of all records and reports shall be made available upon request to the Safety Committee members.

Section Three.

The City shall see that the following measures are taken:

- (a) Provide Coast Guard approved life preservers for all hazardous water related activities.
- (b) Provide an ambulance with paramedics and life support equipment at the scene of all multiple alarm fires or emergencies.
- (c) The Cascade system or any replacement system shall be tested according to Department of Transportation regulations not less than once every five (5) years by a licensed agency and maintained in good working order, and City shall provide not less than thirty (30) self-contained breathing apparatus in good working order so that all Members of the Fire Department will have such equipment at their disposal for protection from dangerous gas and smoke. This equipment shall be tested according to Department of Transportation regulations not less than once every five (5) years by a licensed agency and maintained in good working order.
- (d) Fresh air tanks shall be tested hydrostatically in accordance with the Department of Transportation regulations.
- (e) All aerial ladder, platform trucks, and aero chiefs shall be tested at least once every three (3) years for defects by Manufacturer's Representative according to National Fire Protection Association regulations and all defects shall be promptly repaired by the City.

ARTICLE XVII Department Strength

Section One. Minimum Work Force

- (a) It is agreed between the parties that a firefighting work force of at least thirteen (13) firefighters, excluding the inspectors, fire chief, and assistant fire chiefs, shall be on duty at all times.
- (b) At least six (6) paramedics shall be a part of the thirteen (13) person minimum work force.
- (c) [intentionally left blank]
- (d) Each frontline ambulance shall respond to calls with not less than two (2) paramedics. Any additional, reserve ambulance called in to service in addition to all three (3) front-line ambulances shall respond to calls with at least one (1) paramedic. If a reserve ambulance is called in to service to replace a primary frontline ambulance, then the reserve ambulance shall respond to calls with not less than two (2) paramedics.
- (e) Any fire apparatus responding to a call shall respond with at least two (2) firefighters and/or paramedics unless the response is to a multiple-alarm event.
- (f) Whenever the work force is reduced below the minimum requirements, the officer in charge will refer to the extra duty schedule for the next person in line to work.

Section Two. Call In for Duty

- (a) Paramedics. In the event that a paramedic is needed to meet minimum work force requirements and no paramedic volunteers to work, the Fire Chief or officer in charge shall order the paramedic with the least seniority to work if he can be located and shall continue to order paramedics to work in reverse order of seniority until a paramedic is located with the following exceptions:
 - (1) No paramedic can be ordered to work more than once in any given twenty-seven (27) day period unless all paramedics located have already been called in at least once in the period.
 - (2) No paramedic can be ordered to work if the calling would result in the paramedic working more than fifty (50) hours in a seventy-two (72) hour period unless all paramedics located have already been called in at least once in twenty-seven (27) day period or their call-in would result in working more than fifty (50) hours in a seventy-two (72) hour period. In the event a paramedic would be ordered in resulting in his working more than fifty (50) hours in a seventy-two (72) hour period, the paramedic should be allowed to leave duty as soon as other staffing commitments consistent with this agreement can be met if the paramedic requests. City must, however, comply with Indiana Code 36-8-4-9.
- (b) Firefighters. In the event that a firefighter is needed to meet minimum work force requirements and no firefighter volunteers to work, the Fire Chief or officer in charge shall order the firefighter with the least seniority to work if he can be located and shall continue order firefighters to work in reverse order of seniority until a firefighter is located with the following exceptions:
 - (1) No firefighter can be ordered to work more than once in any given twenty-seven (27) day period unless all firefighters located have already been called in at least once in the period.

- (2) No firefighter can be ordered to work if the calling would result in the firefighter working more than fifty (50) hours in a seventy-two (72) hour period unless all firefighters located have already been called in at least once in a twenty-seven (27) day period or their call-in would result in working more than fifty (50) hours in a seventy-two (72) hour period. In the event a firefighter would be ordered in resulting in his working more than fifty (50) hours in a seventy-two (72) hour period, the firefighter should be allowed to leave duty as soon as other staffing commitments consistent with this agreement can be met if the firefighter requests. City must, however, comply with Indiana Code 36-8-4-9.

ARTICLE XVIII Grievance Procedure and Arbitration

- (a) A “grievance” is defined to mean any difference that may arise between the parties or between the City and a firefighter employee covered by this agreement as to any matter involving interpretation, meaning, application or violation of any of the provisions of this agreement. A “grievant” is defined as any firefighter employee covered by this agreement, group of firefighter employees, or the Union.
- (1) It shall first be the responsibility of the grievant to reduce the grievance to writing citing the specific provisions of this contract that the grievant believes have been violated within thirty (30) days after the grievance arises and present the written grievance to the Chief.
 - (2) If the Chief does not respond to the grievance within fifteen (15) days, the grievant may request the Board of Public Works and Safety hear the grievance. The Board of Public Works and Safety shall schedule the grievance for a hearing within ten (10) days of receiving the grievant’s request for a hearing.
 - (3) If the Chief does respond, but his response is not acceptable to the grievant, the grievant may request that the Board of Public Works and Safety hear the grievance. The written request for the Board of Public Works and Safety to hear the grievance shall be delivered to the Mayor’s office within fourteen (14) days of the Chief’s decision. The grievant shall specify the provisions of this contract that the grievant believes have been violated.
- (b) Either party may send written notice of a demand for arbitration to the other party within thirty (30) days of an unfavorable ruling of the Board of Public Works and Safety or within sixty (60) days of the Board of Public Works and Safety hearing if the Board of Public Works and Safety fails to act. The dispute shall be submitted to arbitration before an impartial arbitrator selected as provided below.
- (1) If within ten (10) days after a demand for arbitration, the parties are unable to agree upon an arbitrator, the City and Union shall each submit a list of three (3) arbitrators selected from the list of mediators maintained by the Elkhart Circuit Court. Within five (5) days after the list of arbitrators is selected, a designee from the Union and a designee from the City shall meet and select the arbitrator by alternately striking a name from the combined list. The designee striking first shall be determined by the flip of a coin. If the person selected accepts appointment, such person shall arbitrate the dispute. If the person selected declines the appointment, the appointment will be offered to the next to last person to be struck from the list. This process shall continue until one of the selected persons agrees to arbitrate the dispute.
 - (2) The arbitrator shall hold a preliminary hearing to define the issues to be arbitrated, and establish the process to be used for the arbitration.
 - (3) The arbitrator shall hold a final hearing on the issues to be arbitrated, make such investigation as the arbitrator deems necessary to a proper decision, and render its decision in writing. The decision of the arbitrator shall be final and binding upon the parties.
 - (4) The arbitrator is authorized to conduct such hearing in an informal manner and without recourse to the technical, common law rules of evidence required in judicial proceedings. Every person who is a party to such proceedings shall have the right to submit evidence in

open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties or in the absence of agreement, as determined by the arbitrator.

- (5) The arbitrator's fees and the necessary expenses of the arbitration shall be borne by the losing party. However, it is understood and agreed that such fees and expenses shall not include the attorney fees of either party.

ARTICLE XIX Miscellaneous

Section One. Duration

This agreement shall be in effect from January 1, 2021 to and including December 31, 2021.

Section Two. Future Negotiations

The parties agree that commencing no later than May 15, 2021, they will undertake negotiations for a new agreement with the expressed intent of reaching an agreement by August 1, 2021.

Section Three. Extension

In the event the parties are unable to reach a new agreement, the terms and provisions of this agreement shall remain in full force and effect beyond the expiration date until such new agreement is reached.

Section Four. Renegotiation and Amendment

It is understood and agreed by the parties that any provision contained in this agreement may at any time be changed by mutual written agreement of the parties.

ARTICLE XX Pay Days

Section One. Pay Period

Firefighters shall be paid every other Friday.

Section Two. Additional Pay Period

All other pay shall be disbursed by the City as follows:

- (1) Holiday pay will be paid the last pay day in November.
- (2) Clothing allowance pay will consist of two (2) equal checks payable the last pay day of June and the first pay day of December.
- (3) Twenty (20) year bonus pay will be paid the last pay day of December or at the time of severance from the Department, whichever occurs first.
- (4) Paramedic's pay will be paid the first pay day in December. In the event the paramedic has dropped or involuntarily loses his certification, pay will be prorated accordingly.

ARTICLE XXI**Working Out of Classification**

Section One. Working out of Classification

- (a) All privates, sergeants, lieutenants, and captains covered by this agreement who accept the responsibilities and carry out the duties of a position or rank above that which they normally hold shall be paid at the rate for that position or rank while so acting, or as long as they are responsible for said position or rank except while so acting on an emergency basis. The term “emergency” shall mean less than twenty-seven (27) days in each tour of duty. Payment shall be made with the pay period immediately following the time when the work was performed.
- (b) Any member carrying out the duties of a chief officer for an aggregate amount of more than forty-five (45) days, excluding scheduled vacations or personal days, in a calendar year shall receive fifty percent (50%) of the rank differential of member’s current rank pay and chief officers pay for the days the member carried out the duties of the chief officer. Payment will be made on the first pay day in December.

Section Two. Dual Classification

Any member holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

ARTICLE XXII Death Benefits

The City agrees to pay in full to the employee's beneficiary all Fire Department benefits which the employee has not received during the year the employee dies or is killed while covered under this agreement.

ARTICLE XXIII Extreme Weather

In order to enable firefighters to respond to fire calls in peak condition in extreme weather, firefighters will not be required to perform Fire Department training activities outdoors when elements are of extreme conditions. In addition, such outdoor training will not be commenced under conditions of rain, snow, or extreme winds.

Further, indoor Fire Department house duties will not be required when the extreme temperature conditions are present if there is an absence of indoor controlled temperature (i.e., air conditioning and heating).

ARTICLE XXIV Family Emergency Leave

A firefighter shall have the privilege of leaving the fire station for immediate family emergencies such as illness or accident, or other situations requiring immediate attention. A firefighter shall elect to use sick leave, compensatory time, or unscheduled vacation or personal days in absences in excess of one (1) hour. If unscheduled vacation or personal time is used it shall be used in a minimum of twelve-hour increments or until the end of the shift, whichever is less.

ARTICLE XXV Savings Clause

If any provision of this agreement, or application thereto, to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XXVI Non-Discrimination

The City shall not discriminate against or in favor of any employee for his activity in behalf of, or membership in the Union. The City and the Union agree that there shall be no discrimination against or in favor of any employee because of race, creed, religion, sex, national origin, disability, or political affiliation or non-affiliation.

ARTICLE XXVII Rules and Regulations

Any changes to the present rules and regulations of the City governing the operation of the Fire Department shall not be adopted unless, and until the Union is presented with an opportunity to review the proposed changes and discuss the proposed changes with the City.

ARTICLE XXVIII Discipline

- (a) All firefighters shall have the right upon request to have a Union representative or Union officer present when being brought before any supervisor of the Department for hearings, written reprimands or punishment.
- (b) The Chief of the Fire Department shall have the authority to issue oral and written reprimands, as well as suspensions up to and including five (5) twenty-four (24) hour days without reporting such action to the Board of Public Works and Safety unless the member receiving the disciplinary action within forty-eight (48) hours after receiving notice of the written reprimand or suspension requests that the Board of Public Works and Safety review the Fire Chief's disciplinary action. There is no right to request a review of an oral reprimand.
- (c) If a request for review is timely filed with the Board of Public Works and Safety by the member, the Fire Chief shall provide the Board with the disciplinary action taken by the Chief and the reasons for such action. The Board, at its discretion, may hold a hearing on the member's review request. If the Board elects to hold a hearing, the Board shall issue written notice of the hearing to the member in person or by a copy left at the member's last and usual place of residence at least fourteen (14) days before the date set for the hearing.

ARTICLE XXIX Special Schooling

Any member required to attend any schooling or training by the Department on the member's scheduled work day will be paid in the same manner as the member would have been paid had the member reported for duty. In addition, the member is entitled to reimbursement for tuition, mileage and reasonable cost of lodging incurred, but not to exceed the City's travel policy allowance. If any member is required to attend schooling or training by the Department on a day other than a scheduled work day, the member shall be paid for the actual hours of instruction. The member is entitled to reimbursement for tuition, mileage and reasonable cost of lodging incurred, but not to exceed the City's travel policy allowance.

All Members shall have an equal opportunity to attend special schooling. Any member attending a special school and requesting that the City pay all or a portion of the costs for such schooling shall submit a request for payment of costs to the Assistant Chief of the Fire Department prior to attending the schooling. The Assistant Chief shall assess the request in accordance with the criteria established by the Standard Operational Guideline approved by the Board of Public Works and Safety. Based on the assessment, the Assistant Chief shall establish a level of payment or reimbursement in accordance with the Guideline. The member's schooling will be paid accordingly upon successful completion of the schooling. If the member does not successfully complete the schooling and the City paid for the member's schooling in advance, the member will reimburse the City the cost of the schooling.

Nothing in this Article, however, shall mandate the City to provide special schooling upon request of a firefighter.

ARTICLE XXX Duty-Related Illness or Injury

Section One.

The City shall pay for the care of any member who suffers an illness or injury while performing his duty. The member agrees to submit any claim for medical expenses to City medical insurance plan or any other insurance available to him.

Section Two.

When a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of or in the course of the member's employment by the City and such illness or injury is not of the nature, degree and/or duration necessary to qualify the employee for the benefits under the applicable pension and disability fund, the City will pay the member's pay and benefits for a period not to exceed an aggregate of fifty-two (52) weeks for any such injury or illness.

Section Three.

Any employee covered by firefighter pension and afflicted with an illness or injury resulting from the performance of the employee's duties shall not be required to use sick leave while absent from work.

Section Four.

If a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of the member's employment with the City and such illness or injury is of a nature, degree and duration to qualify the member for benefits under the applicable pension or disability fund, the City will pay the member's pay and benefits until the member begins receiving benefits under the applicable pension and/or disability fund. The City's obligation for pay and benefits shall not exceed an aggregate of fifty-two (52) weeks nor shall the obligation be less than twenty-six (26) weeks for any such injury or illness.

Section Five.

If City believes that a member has suffered a duty related injury or illness of the degree, nature and duration necessary to qualify the employee for the benefits under the applicable pension or disability fund, the City through the Goshen Board of Public Works and Safety may request that the local pension board conduct a hearing to determine whether the employee has a covered impairment under the applicable pension or disability fund. If the local board determines the employee has a covered impairment, an application for benefits shall be immediately made to the applicable pension or disability fund by the employee.

Section Six.

For the purposes of this Article, a covered injury or illness is an injury or illness which permanently or temporarily makes a member unable to perform the essential functions of the employee's duties considering reasonable accommodations.

This provision is intended to be identical to Indiana Code 36-8-8-12.3 definition of a covered impairment. If the Indiana Code's definition of covered impairment is modified, this contract definition shall be modified accordingly.

ARTICLE XXXI Personal Leave

Members who have accumulated forty-eight (48) hours of sick leave shall be entitled to seventy-two (72) hours of personal leave per year. Application for personal leave shall be made to the employee's Department head, who shall consider the date(s) involved and grant or deny the leave accordingly. Personal leave hours shall not be cumulative from year to year. This policy does not, however, affect the cumulative effect of sick leave from year to year. Personal leave may be taken at a minimum of twelve (12) hours per use.

If any member has unused personal leave at the end of the year, he or she shall be paid for such unused personal leave at the hourly wage.

ARTICLE XXXII Severance Pay

Section One.

A member will be entitled to severance pay when a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of or in the course of the member's employment by the City, and the illness or injury is of the nature, degree, and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. The severance pay will be fifty percent (50%) of the remainder of the following:

- (a) The member's pay and benefits for fifty-two (52) weeks, less
- (b) The pay and benefits paid to the member by the City under the Article entitled "Duty Related Illness or Injury."

The City will pay the member severance pay within fourteen (14) days of the member receiving benefits under the applicable pension and disability fund.

Section Two.

Once severance payment is made, City shall have no further obligation for payments for duty related illness or injury.

ARTICLE XXXIII Sick Leave

- (a) All firefighters shall earn twelve (12) hours of sick leave for each month of active employment. No sick time will accrue when a firefighter is on leave for thirty (30) days or longer. Such leave would not include the use of vacation time, personal leave or compensatory time off. There is no maximum accumulation of sick leave.
- (b) If at the end of any calendar year a firefighter has seven hundred twenty (720) hours of sick time accumulated (not counting sick time to be sold back), the firefighter may elect to sell back to City up to one hundred forty-four (144) hours of sick time, however, the hours of sick time sold back to City under this paragraph cannot exceed the hours of sick time earned the previous year less the sick time used during that year. The firefighter's election to sell back sick time must occur between January 1 and February 15 of the following year [a period of forty-six (46) days].
- (c) City agrees to have sick time earned but unused reflected on each firefighter's pay stub at least once a month or posted within each fire station at least once a month.
- (d) Sick time may be used at a minimum of four (4) hours.
- (e) If a firefighter has more than two thousand eight hundred eighty (2,880) hours of sick time accumulated at the end of any calendar year (not including the sick time to be sold back), the firefighter may elect to sell the City up to seventy-two (72) hours of sick time back to the City in any calendar year. The total number of hours of sick time [adding hours under paragraph (b) and paragraph (e)] sold back by any firefighter may not exceed one hundred forty-four (144) hours in any calendar year.
- (f) Upon retirement, City will pay the retiring firefighter for sick hours accumulated between two thousand one hundred sixty (2,160) hours and two thousand eight hundred eighty (2,880) hours.
- (g) Any firefighter who has an injury or illness that does not permit the firefighter to work as a full-time firefighter may request a meeting with the Human Resources Manager and the Fire Chief or his designee to explore the opportunity for full- or part-time light-duty work in the Fire Department.
- (h) Any sick hours sold back to City will be sold to City at the rate of Four and 25/100 Dollars (\$4.25) per hour.
- (i) If a firefighter is receiving short-term disability benefits provided under Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan, the firefighter may elect to use sick leave hours to supplement the short-term disability plan benefits to replace the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage.

The firefighter will only be required to use the proportional share of sick leave hours necessary to cover the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage.

The firefighter may not elect to use more sick leave hours than is necessary to cover the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage. The firefighter cannot receive more than the firefighter's regular weekly wage.

ARTICLE XXXIV Indemnification

The City shall indemnify and hold harmless any firefighter from all legal claims, suits, causes or judgments arising out of the acts or omissions of the firefighter arising out of and in the course of the performance of the duties of such firefighter. Indemnity shall not be provided in the event any firefighter willfully violates any legal order of his superior officer or is guilty of willful or wanton misconduct.

ARTICLE XXXV Physical Examinations

The City shall provide a physical examination for each member once every three (3) years at no expense to the member. The member agrees to submit to the examination at the time and place designated by the City, provided the member is given at least ten (10) days' notice and reasonable accommodation to the member's schedule are made. The physical examination reports shall be the property of the City and made a part of the member's medical record. A copy of the report shall be furnished to the member. The physical examination shall be consistent with current OSHA firefighter requirements.

ARTICLE XXXVI Certifications and Classifications

In addition to regular salaries, each member shall receive the following amounts for each classification to which the member is appointed.

- (a) Fire Training Coordinator (1 position), One Thousand Dollars (\$1,000.00).
- (b) Fire Training Instructors (2 positions), Seven Hundred Fifty Dollars (\$750.00).
- (c) Public Relations and Education (3 positions maximum), Five Hundred Dollars (\$500.00).
- (d) Arson Investigator (4 positions maximum), Six Hundred Dollars (\$600.00).
- (e) EMS Training Instructors (3 positions), Seven Hundred Fifty Dollars (\$750.00).

ARTICLE XXXVII Paramedics

Section One.

After consultation with the newly hired firefighter, the fire chief will instruct the firefighter when to enroll into a paramedic training course if the firefighter is not already enrolled in or attending paramedic training prior to beginning employment.

Section Two.

Any firefighter attending paramedic training shall schedule all training sessions when the firefighter is scheduled to work to the extent possible.

Section Three.

A paramedic is not considered active if the paramedic is not regularly assigned at least two (2) paramedic shifts in a twenty-seven (27) day period.

Section Four.

Any paramedic shall not allow his/her paramedic certificate/license to lapse without the approval of the Fire Chief and the Board of Public Works and Safety.

Section Five.

If the number of active paramedics exceeds thirty-one (31), any active paramedic with at least twelve (12) years of service may request approval to become inactive. The request shall be granted unless a paramedic with more service as an active paramedic requests to become inactive.

Section Six.

[intentionally left blank]

Section Seven.

In addition to regular salaries, each member serving as an active paramedic shall receive three and one-half percent (3.5%) of the base salary for a private firefighter plus Six Hundred Twenty-five Dollars (\$625) per year for each full year of service to the Goshen Fire Department to a maximum of nine percent (9%) of the base salary for a private firefighter.

Section Eight. Restricted Paramedic

- (a) Provided staffing levels permit, a paramedic with at least eight (8) continuous years of service as a paramedic may request to be placed on a restricted paramedic assignment for one (1) calendar year.
- (b) During the restricted assignment period, the member shall receive thirty (30) percent of their current paramedic bonus pay for that year.
- (c) The member may be assigned to serve as a paramedic no more than one (1) twenty-four (24) hour shift per month of the duration of the restricted assignment. No more than one (1) paramedic per shift may be placed on a restricted assignment at a time. The restricted paramedic shall not qualify

for overtime requiring assignment to an ambulance. The restricted paramedic shall not be allowed to reduce his or her restricted assignment from one (1) calendar year.

- (d) The restricted paramedic may be assigned as a paramedic in the event of a State or Local declared emergency, or in the event of a Mass Casualty Incident, if needed, in addition to the monthly limit.
- (e) In the event that more than one (1) paramedic from each shift requests restricted assignment, it shall be up to the Fire Chief to select which paramedic is allowed the restricted assignment, with the input of the Union.
- (f) Once the restricted assignment has concluded, the paramedic shall continue to receive paramedic bonus as before the restricted assignment and must remain as an active paramedic for no less than two (2) additional years.
- (g) City and Union agree to continue to discuss the concept of a Reserve Paramedic to replace or supplement the Restricted Paramedic language of this section. The Union agrees to discuss the reserve paramedic concept with the fire chiefs to forge a provision that both the Union and fire chiefs support. Once the provision is agreed to by the Union and fire chiefs, the provision will be submitted to the Mayor for approval and then to the Board of Public Works and Safety for final approval.

ARTICLE XXXVIII Creation of Fire District

In the event that action of the State of Indiana or County of Elkhart imposes a fire district or other expansion of the fire service area upon the City of Goshen which includes territory outside the corporate boundaries of the City of Goshen and Elkhart Township or if the Mayor and the Goshen Common Council determine that it is in the best interest of the City of Goshen to be included in a fire district or other expansion of the fire service area that includes territory outside the corporate limits of the City of Goshen and Elkhart Township, City and Union agree to meet, discuss and attempt to renegotiate those sections of this agreement that will be impacted by the new territory to be serviced or by the inclusion of the new service area.

SIGNATURE PAGE

The Union and the City, by and through their duly authorized officers and representatives, and intending to be legally bound now sign this agreement on December _____, 2020.

CITY

UNION

Jeremy P. Stutsman, Mayor

Matthew E. Whitford

Michael A. Landis, Board Member

Shane McKerchie

Mary Nichols, Board Member

John Weishaupt

EXHIBIT A – Base Salaries

Position	2021*
Captain	\$60,196
Ambulance Captain	\$60,196
Lieutenant	\$57,031
Ambulance Lieutenant	\$57,031
Sergeant	\$53,710
Ambulance Sergeant	\$53,710
Private	\$52,294
Probationary Private	\$49,985

* In addition to the base salary, City will pay one percent (1%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8 beginning in 2012.



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

December 7, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Resolution 2020-33, Approve 2021 Compensation for Fire Department Employees

State statute provides that the Common Council shall fix the compensation of all members of the fire department by ordinance no later than November 1 for the ensuing budget year. In the event an ordinance is not passed by November 1, then the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance.

The negotiations of a new agreement between the City and the Goshen Firefighters Association Local No. 1443 were not completed until after November 1. Therefore, the attached resolution is for the Board to approve the 2021 maximum compensation, including wages and benefits, for all Fire Department employees. This includes those employees that are not covered under the new agreement. The ordinance is based on the terms of the new agreement for those employees that are represented by the Union.

Suggested Motion:

Move to approve and execute Resolution 2020-33, Approve 2021 Compensation for Fire Department Employees.

Resolution 2020-33

Approve 2021 Compensation for Fire Department Employees

WHEREAS, in accordance with Indiana Code § 36-8-3-3(d), in the event the annual compensation of all members of the Fire Department for the ensuing budget year is not fixed by ordinance of the Common Council by November 1, the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance.

WHEREAS, the City of Goshen and Goshen Firefighters Association Local No. 1443, International Association of Firefighters, representing the sworn members of the Goshen Fire Department, concluded negotiations of a new agreement after November 1, 2020.

WHEREAS, the compensation, including wages and benefits, for Goshen Fire Department employees is set forth in Ordinance 5066, 2021 Compensation for Fire Department Employees, and is based on the terms of the new agreement for those employees represented by the Lodge.

WHEREAS, Ordinance 5066 will be presented to the Goshen Common Council at an upcoming meeting.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the 2021 maximum compensation, including wages and benefits, for Goshen Fire Department employees as set forth in the attached Ordinance 5066, 2021 Compensation for Fire Department Employees.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on December 7, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Board Member

Mary Nichols, Board Member

ORDINANCE 5066

2021 Compensation for Fire Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2021 maximum compensation, including wages and benefits, for Goshen Fire Department employees as follows:

SECTION 1 Application of Ordinance

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “non-bargaining unit employees”, “non-bargaining unit positions”, or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Fire Chief,
 - (2) Assistant Fire Chief,
 - (3) Certified Chief Inspector,
 - (4) Chief Inspector,
 - (5) Inspector I,
 - (6) Inspector II, and
 - (7) Battalion Chief.
- (C) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Captain,
 - (2) Ambulance Captain,
 - (3) Lieutenant,
 - (4) Ambulance Lieutenant,
 - (5) Sergeant,
 - (6) Private, and
 - (7) Probationary Private.
- (D) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (B), and the Civilian Fire Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

SECTION 2 Conflicting Provisions

Should the terms of the collective bargaining agreement between the City of Goshen and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, be more favorable than

the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

SECTION 3 Wages

- (A) Exhibit A, 2021 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Fire Chief and Assistant Fire Chief positions shall be compensated on a salary basis.
- (C) The Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) The Battalion Chief position shall be compensated for all hours worked in a work period consistent with the terms of the collective bargaining agreement for bargaining unit positions.
- (E) This subsection applies to the Battalion Chief position and each employee in a bargaining unit position.
 - (1) Except as provided by subsection (E)(2), for the purposes of calculating overtime compensation, the employee shall be compensated:
 - (i) One-half ($\frac{1}{2}$) the applicable hourly rate for hours worked in excess of two hundred four (204) hours to two hundred sixteen (216) hours in any work period. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
 - (ii) Two (2) times the base hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period. The base hourly rate shall be the annual base salary divided by two thousand nine hundred twelve (2,912) hours.
 - (2) If an employee in a bargaining unit position is attending mandated paramedic training to obtain the initial paramedic license, the employee shall be compensated one and one-half ($1\frac{1}{2}$) times the employee's hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period for the purpose of attending mandated paramedic training. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
 - (3) An employee called in to work overtime shall be guaranteed a minimum of two (2) hours pay at the employee's overtime rate.
 - (4) In lieu of cash payment for overtime compensation,
 - (i) City may elect to provide employees compensatory time at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of four hundred eighty (480) hours of compensatory time.
 - (ii) An employee may elect to receive member elected compensatory time (MECT) at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of forty-eight (48) hours. Unused MECT shall be paid at the base hourly rate applicable in the year in which the MECT hours were worked.
- (F) Except for the payment of unused MECT under subsection (E)(4)(ii), upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:

- (1) The average regular rate received by the employee during the last three (3) years of employment with the city; or
- (2) The final regular rate received by the employee.

SECTION 4 Payment of Wages

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2021 will have gross wages calculated using the 2021 wage rates even if a portion of the pay period falls in 2020.

SECTION 5 Firefighters' Pension and Disability Fund

Each employee is eligible to participate in the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The city shall pay the employer's percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay one percent (1%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

SECTION 6 Health Insurance

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the employee shall pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)), except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

SECTION 7 Vacation Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
 - (1) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Fire Department and each subsequent anniversary date as follows, unless a higher amount is established by an agreement at the time the employee is hired:
 - (i) One (1) year through seven (7) full years of service, the employee shall receive one hundred twelve (112) hours vacation leave.
 - (ii) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred sixty-eight (168) hours vacation leave.
 - (iii) Starting fifteen (15) years of service, the employee shall receive two hundred twenty-four (224) hours vacation leave.
- (B) This subsection applies to the Battalion Chief position and each employee in a bargaining unit position.
 - (1) Each employee shall accrue vacation leave based on the following schedule:
 - (i) Up to eight (8) years of service, the employee shall accrue twelve (12) hours of vacation leave per month up to one hundred forty-four (144) hours vacation leave.

- (ii) Upon completion of eight (8) years of service, but less than fifteen (15) years of service, the employee shall accrue eighteen (18) hours of vacation leave per month up to two hundred sixteen (216) hours vacation leave.
- (iii) Upon completion of fifteen (15) years of service, the employee shall accrue twenty-four (24) hours of vacation leave per month up to two hundred eighty-eight (288) hours vacation leave.
- (2) An employee with fifteen (15) or more years of service may request to receive payment for up to seventy-two (72) hours of vacation leave in lieu of the employee taking all of the employee's vacation leave. The employee's vacation leave will be adjusted accordingly based on the number of vacation leave hours converted to pay.
- (C) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (D) Vacation leave shall be paid at the employee's current wage rate.

SECTION 8 Sick Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
 - (1) Each employee hired before January 1, 2013 shall accrue six (6) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
 - (2) Each employee hired on or after January 1, 2013 shall accrue four (4) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
 - (3) Any employee who has accrued sick leave in excess of seven hundred twenty (720) hours will not lose accrued sick leave in excess of seven hundred twenty (720) hours, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2014.
 - (4) Each employee who has two hundred forty (240) hours sick leave accrued as of January 1st of any calendar year may sell the first forty-eight (48) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each eight (8) hours of sick leave sold.
 - (5) Upon retirement, city will pay a retiring employee for each eight (8) hours of accrued sick leave over four hundred (400) hours, up to a maximum of eighty (80) hours, at the rate of One Hundred Dollars (\$100).
- (B) This subsection applies to the Battalion Chief position and each employee in a bargaining unit position.
 - (1) Each employee shall accrue twelve (12) hours sick leave for each month of active employment.
 - (2) If at the end of any calendar year an employee has seven hundred twenty (720) hours sick leave accrued (not counting sick leave to be sold back), the employee may elect to sell back to the city up to one hundred forty-four (144) hours of sick leave; however, the hours of sick leave sold back under this subsection cannot exceed the hours of sick leave earned the previous year less the sick leave used during that year.
 - (3) If an employee has more than two thousand eight hundred eighty (2,880) hours sick leave accrued at the end of any calendar year (not counting sick leave to be sold back), the

employee may sell up to seventy-two (72) hours of sick leave back to city in any calendar year. The total number of hours of sick leave (adding hours under subsections (B)(2) and (B)(3)) sold back by an employee may not exceed one hundred forty-four (144) hours in any calendar year.

- (4) Upon retirement, city will pay a retiring employee for sick leave hours accrued between two thousand one hundred sixty (2,160) hours and two thousand eight hundred eighty (2,880) hours.
 - (5) Any sick leave hours sold back to city will be sold to city at the rate of Four and 25/100 Dollars (\$4.25) per hour.
- (C) Except as provided by subsections (A)(4) and (A)(5) and subsections (B)(2), (B)(3) and (B)(5), sick leave shall be paid at the employee's current wage rate.

SECTION 9 Personal Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
- (1) Each employee shall receive forty (40) hours of paid personal leave each calendar year.
 - (2) An employee may carry over not more than fifty-six (56) hours of unused personal leave from a previous calendar year.
 - (3) Upon termination, the employee shall be paid for not more than eighty (80) hours of unused personal leave.
 - (4) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (B) This subsection applies to the Battalion Chief position and each employee in a bargaining unit position.
- (1) Each employee who has accrued forty-eight (48) hours of sick leave shall be entitled to take seventy-two (72) hours of personal leave per calendar year. An employee shall not be required to reduce their accrued sick leave in order to receive paid personal leave.
 - (2) An employee may not accrue personal leave from year to year. However, if an employee has unused personal leave at the end of the year, the employee shall be paid for such unused personal leave.
- (C) Personal leave shall be paid at the employee's current wage rate.

SECTION 10 Holiday Compensation

- (A) Each employee shall receive two and two-tenths percent (2.2%) of the employee's annual base salary as holiday compensation for the following holidays:
- (1) New Year's Day
 - (2) Martin Luther King, Jr. Day
 - (3) Memorial Day
 - (4) Independence Day
 - (5) Labor Day

- (6) Veteran's Day
 - (7) Thanksgiving Day
 - (8) Day following Thanksgiving Day
 - (9) Christmas Eve
 - (10) Christmas Day
- (B) Holiday compensation shall be paid the last pay day in November.
 - (C) In the event an employee commences employment after January 1 of the current calendar year, the employee shall receive holiday compensation for only those holidays occurring after the employee's date of hire.
 - (D) In the event an employee, excluding a probationary private, terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis. A probationary private who terminates employment is not entitled to holiday compensation.

SECTION 11 Annual Longevity Increase in Pay

- (A) Each employee shall receive an annual longevity increase in pay bonus based on Two Hundred Dollars (\$200) per year of service, up to a maximum of Three Thousand Four Hundred Dollars (\$3,400) per year.
- (B) The annual longevity increase in pay due shall reflect the number of years and partial years completed by the employee at the end of the previous calendar year, and shall be included in the employee's regular bi-weekly paycheck.
- (C) Each employee in a bargaining unit position shall receive a one-time longevity increase in pay payment for twenty (20) years of continuous service to the department. The one-time payment shall be equal to fifteen percent (15%) of the current year's pay to a Private and shall be paid within thirty (30) days prior to the employee's 20th anniversary date.

SECTION 12 Twenty Year Bonus

- (A) An employee who has attained at least twenty (20) years of full-time employment with the Fire Department shall receive an annual twenty (20) year bonus of Two Thousand Dollars (\$2,000).
- (B) An employee who attains their twentieth year of full-time employment after January 1 shall receive a prorated portion of the annual twenty (20) year bonus based on the portion of the year remaining after the employee attains their twentieth year of full-time employment.
- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual twenty year bonus upon termination based on the portion of the year employed after January 1 of the current calendar year if:
 - (1) The employee is in good standing with the city at the time of termination.
 - (2) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment with the city unless the employee is terminated by the city.
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.

- (D) The twenty (20) year bonus shall be paid the last pay day of December or at the time of termination of employment.

SECTION 13 Uniform Allowance

- (A) Each employee shall receive an annual uniform allowance of Six Hundred Dollars (\$600) to purchase and maintain uniforms.
- (B) The uniform allowance shall consist of two (2) equal checks payable the last pay day of June and the first pay day of December.

SECTION 14 Master Firefighter/Fire Officer I Certification Pay

- (A) An employee who holds a Master Firefighter/Fire Officer I certification shall receive annual certification pay in the amount One Hundred Sixty Dollars (\$160), or a prorated portion thereof.
- (B) The certification pay shall be paid the first pay day in December.

SECTION 15 Classification Pay

- (A) An employee shall receive the following annual classification pay for each classification to which the employee is appointed.
 - (1) Fire Training Coordinator, One Thousand Dollars (\$1,000).
 - (2) Fire Training Instructor, Seven Hundred Fifty Dollars (\$750).
 - (3) Public Relations and Education, Five Hundred Dollars (\$500).
 - (4) Arson Investigator, Six Hundred Dollars (\$600).
 - (5) EMS Training Instructor, Seven Hundred Fifty Dollars (\$750).
 - (6) Command System Coordinator, Seven Hundred Fifty Dollars (\$750).
- (B) The classification pay will be included in the employee's regular bi-weekly paycheck.

SECTION 16 Paramedic Bonus

- (A) An employee serving as an active paramedic shall receive a paramedic bonus equal to three and one-half percent (3.5%) of the base salary for a private plus Six Hundred Twenty-five Dollars (\$625) per year for each full year of service to the Fire Department up to a maximum of nine percent (9%) of the base salary for a private.
- (B) An employee that is placed on restricted paramedic assignment shall receive thirty percent (30%) of the paramedic bonus set forth in paragraph (A) for the year.
- (C) An employee in a non-bargaining unit position that maintains a paramedic license but is not regularly scheduled to work the ambulance shall receive a paramedic bonus equal to One Thousand Two Hundred Fifty Dollars (\$1,250) plus Two Hundred Thirty Dollars (\$230) for each year the employee has held a paramedic license up to a maximum of Two Thousand Four Hundred Dollars (\$2,400).
- (D) The paramedic bonus will be paid the first pay day in December. In the event the employee drops or loses the paramedic license, the paramedic bonus will be prorated accordingly.

SECTION 17 Working Out of Classification; Dual Classification

- (A) An employee in a bargaining unit position carrying out the duties of a position or rank above which the employee normally holds shall be paid in accordance with the terms of the collective bargaining agreement.
- (B) An employee in a bargaining unit position holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

SECTION 18 Funeral Leave

An employee is entitled to five (5) consecutive calendar days off without the loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. An employee is entitled to one (1) day off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's family member other than an immediate family member. This section shall also apply to non-bargaining unit employees.

SECTION 19 Duty-Related Illness or Injury

An employee who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to non-bargaining unit employees.

SECTION 20 Severance Pay

- (A) An employee is entitled to severance pay in accordance with the terms of the collective bargaining agreement due to an illness or injury arising out of or in the course of the employee's duties and the illness or injury is of the nature, degree and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. This section shall also apply to non-bargaining unit employees.
- (B) The severance pay will be fifty percent (50%) of the remainder of the following:
 - (1) The employee's pay and benefits for fifty-two (52) weeks, less
 - (2) The pay and benefits paid to the employee pursuant to Section 19, Duty-Related Illness or Injury.

SECTION 21 Death Benefits

The city shall pay the beneficiary of any employee who dies during the calendar year all benefits that the employee has not yet received.

SECTION 22 Paramedic Hiring Bonus

Upon approval of the Board of Public Works and Safety, a first-time employee of the Goshen Fire Department who is a licensed/certified paramedic shall be paid a one-time bonus of Seven Thousand Five Hundred Dollars (\$7,500) in accordance with the terms and conditions of an agreement to be executed between the City of Goshen and the new employee.

SECTION 23 Cell Phone Stipend

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employees' job duties and responsibilities, the city will pay the employee a

cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.

- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

[Continued next page.]

EXHIBIT A
2021 Base Wages

Fire Chief	\$3,245.69 Bi-weekly
Assistant Fire Chief	\$3,031.86 Bi-weekly
Certified Chief Inspector	\$32.31 per Hour
Chief Inspector	\$29.88 per Hour
Inspector I	\$27.43 per Hour
Inspector II	\$25.82 per Hour

	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Battalion Chief	\$71,298	\$25.87 per Hour
Captain	\$60,196	\$21.84 per Hour
Ambulance Captain	\$60,196	\$21.84 per Hour
Lieutenant	\$57,031	\$20.69 per Hour
Ambulance Lieutenant	\$57,031	\$20.69 per Hour
Sergeant	\$53,710	\$19.49 per Hour
Ambulance Sergeant	\$53,710	\$19.49 per Hour
Private	\$52,294	\$18.97 per Hour
Probationary Private	\$49,985	\$18.14 per Hour

PASSED by the Goshen Common Council on December _____, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December _____, 2020, at _____ a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on December _____, 2020.

Jeremy P. Stutsman, Mayor

CITY OF GOSHEN
Engineering Department
Municipal Annex Building
204 E. Jefferson Street, Suite 1
Goshen, Indiana 46528

Telephone: 534-2201
Facsimile: 533-8626
E-Mail:
engineeringoffice@goshencity.com

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **NORTHBROOKE SUBDIVISION 2017-2045**
APPROVAL & ACCEPTANCE OF INFRASTRUCTURE

DATE: **November 30, 2020**

The installation of infrastructure (water main, sanitary and storm sewer, street and curbing) has been satisfactorily completed for the above section of the Northbrooke Subdivision. The Engineering Department recommends that the infrastructure be accepted for maintenance.

	Quantity	No. of Hydrants & Manholes	Construction Cost	10% Maint Bond
Water Main	1975 LFT -8"	3 Fire Hydrants	\$203,492.00	-
Sanitary Sewer	2099 LFT -8"	13 Manholes	\$72,362.00	-
Storm Sewer	1429 LFT -12"	14 Catch Basins	\$89,279.00	-
Total Const. Cost of Above			\$365,133.00	\$39,000.00
Streets- Camelot, Sandlewood & Hay	2,734 LFT		\$286,743.00	\$27,809.00
Total Const. Cost			\$651,876.00	\$66,809.00

The three-year maintenance bonds (10% of the construction costs) for the water main, sanitary and storm sewer, street and curbing totaling in the amount of \$66,809.00 has been submitted to the City of Goshen. Copies of the bonds are attached for your review.

Requested Motion: Approve the acceptance of infrastructure of water main, sanitary sewer, storm sewer and the streets for maintenance on the Northbrooke Subdivision with a total cost of \$651,876.00

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

Jeremy Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

Attachments: Maintenance Bond for water, sanitary and storm sewer
Maintenance Bond for street and curbing
Infrastructure and Dedication Letter

Cc: Water Dept.
Street Dept.
Utilities Dept.
Planning Dept

KADD Acquisitions, LLC

2523 Messick Drive
Goshen, IN 46526
574-533-1148

11/23/20

City of Goshen
204 E Jefferson Street, Ste 1
Goshen, Indiana 46528

Re: Northbrooke Subdivision

Attn: Matt Bontrager

Mr. Bontrager

This letter is to serve as our intent to dedicate the road and infrastructure of Northbrooke Subdivision to the City of Goshen.

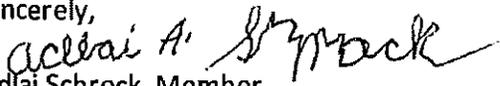
The utility infrastructure was installed by Kibby Excavating. The construction cost associated with this work was \$365,133.00.

The curb and roadway was installed by Niblock Construction. The construction cost associated with this work was \$286,743.00.

In addition to this letter, Abonmarche Engineering and Surveying, Inc. has provided the City with both hard and electronic file record drawings (As-Builts) of the infrastructure. Kibby Excavating has provided the required three-year maintenance bond representing 10% of the construction costs for the utility infrastructure and Niblock Construction has provided the required three-year maintenance bond representing 10% of the construction costs for the curb and roadway.

Please accept this infrastructure and its ongoing maintenance.

Sincerely,


Adlai Schrock, Member
KADD Acquisitions, LLC

2523 Messick Drive
Goshen, IN 46526



Bond Number 2428879

Subdivision Maintenance Bond

That Kibby Excavating, Inc. of 2452 E Kercher Rd. Goshen, IN 46526-8466 as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY of Wisconsin, with its principal office in the City of Middleton, Wisconsin, and duly authorized and licensed to do business in the State of IN _____, as Surety, hereinafter called Surety, are held and firmly bound unto City of Goshen as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter provided in the amount of _____
Thirty-Nine Thousand Dollars and Zero Cents Dollars (\$ 39,000.00),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has completed All Underground Utilities, Including Water, Sanitary, Storm, Structures & Castings, & Retention Basins for the Northbrooke Subdivision 2017-2045 Project improvements in the Northbrooke Subdivision Phases I & II Subdivision which has been inspected and approved by _____ and _____

WHEREAS, said contract provides that the Principal will furnish a bond to guarantee, for the period of 3 year(s) after approval of the improvements by the owner, against all defects in workmanship which may become apparent during said period, and

WHEREAS, the said Subdivision has been completed and was approved on December 27th, 20 19.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective workmanship which becomes apparent during the period of 3 year(s) from and after December 27th, 20 19, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and Sealed this 22 day of January, 20 20

Principal:

Kibby Excavating, Inc.
By: Carol M. Kibbin (SEAL)
Name Typed: Carolyn McKibbin
Title

Witness: [Signature]

Surety:

West Bend Mutual Insurance Company
By: Devin Graber (SEAL)
Name Typed: Devin Graber, Attorney-in-Fact
Title

Witness: [Signature]

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2428879

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Devin Graber

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Ten Million Dollars (\$10,000,000)**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 22nd day of January, 2020.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

MAINTENANCE BONDBond No. 013130564

COPY

KNOWN ALL MEN BY THESE PRESENTS:

That we, Niblock Excavating Inc., PO Box 211, Bristol, IN 46507 (hereinafter called the "Principal"), and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of MA, and duly licensed to transact business in the State of IN (hereinafter called "Surety"), are held and firmly bound unto City of Goshen, 202 S. 5th Street, Goshen, IN 46528 (hereinafter called the "Obligee"), in the sum of Twenty Seven Thousand Eight Hundred Nine and 00/100 Dollars (\$27,809.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with KADD Acquisitions dated July 18, 2018 for KADD Northbrooke and;

WHEREAS, the said Principal is required to guarantee the KADD Northbrooke installed under said contract, against defects in materials or workmanship which may develop during the Three (3) year period beginning on the first day of acceptance of the above referenced project.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, a written statement of particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

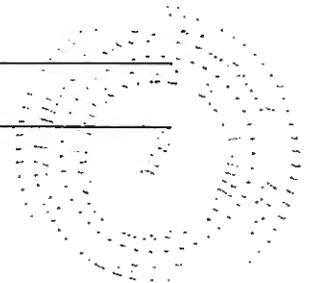
Signed this 26th day of May, 2020.

Niblock Excavating Inc.

By: _____
Principal

Liberty Mutual Insurance Company

By: Janice Stickles
Surety Janice Stickles
Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200453-013183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Malissa DeVorner, Kristie L. Harris, Lori King-Clyde, Tamara Mohr, Janice Stickle

all of the city of Caledonia state of Michigan each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any end all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26 day of May, 2020



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**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: **NIPSCO ELECTRIC LANE RESTRICTIONS/CLOSURES ON DIERDORFF ROAD AND COLLEGE AVENUE**

DATE: December 7, 2020

NIPSCO Electric is requesting the lane restrictions approved on November 16, 2020 be extended through December 14, 2020. The work along the east side of Dierdorff Road from College Avenue to Eisenhower Road involves installing the power lines new conductors. The restrictions will be isolated at power poles with proper signs, cones and flaggers in place.

NIPSCO Electric is requesting the closure of College Avenue from Dierdorff Road to US 33 on December 8, 2020 from 6 PM to 12 PM to complete the work required for the intersection improvement project. All proper signs showing the detour route will be in place.

HEI, a subcontractor for NIPSCO, is requesting the closure of Dierdorff road from College Avenue to Keystone Drive from December 9 through December 10, 2020. All proper signs showing the detour route will be in place

Requested Motion: Approve extending lane restriction on Dierdorff Road to December 12, 2020. Approve College Avenue closure on December 8, 2020 from Dierdorff Road to US 33. Approve road closure from December 9 through December 10, 2020 on Dierdorff Road from College Ave. to Keystone Drive.

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

Jeremy Stutsman, Mayor

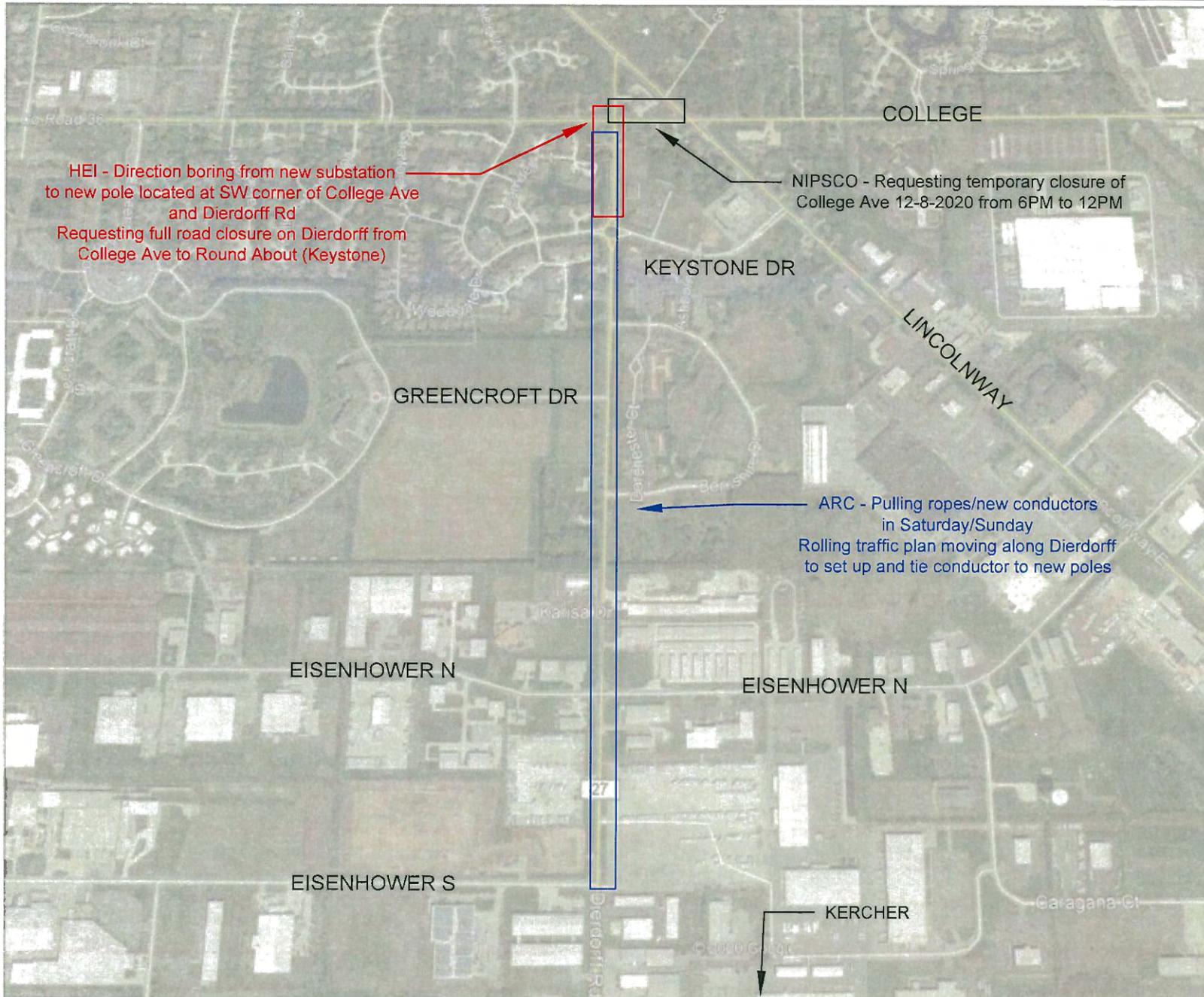
Mary Nichols, Member

Michael Landis, Member

NIPSCO - Public
Improvement

HEI - Lincolnway
Substation Underground

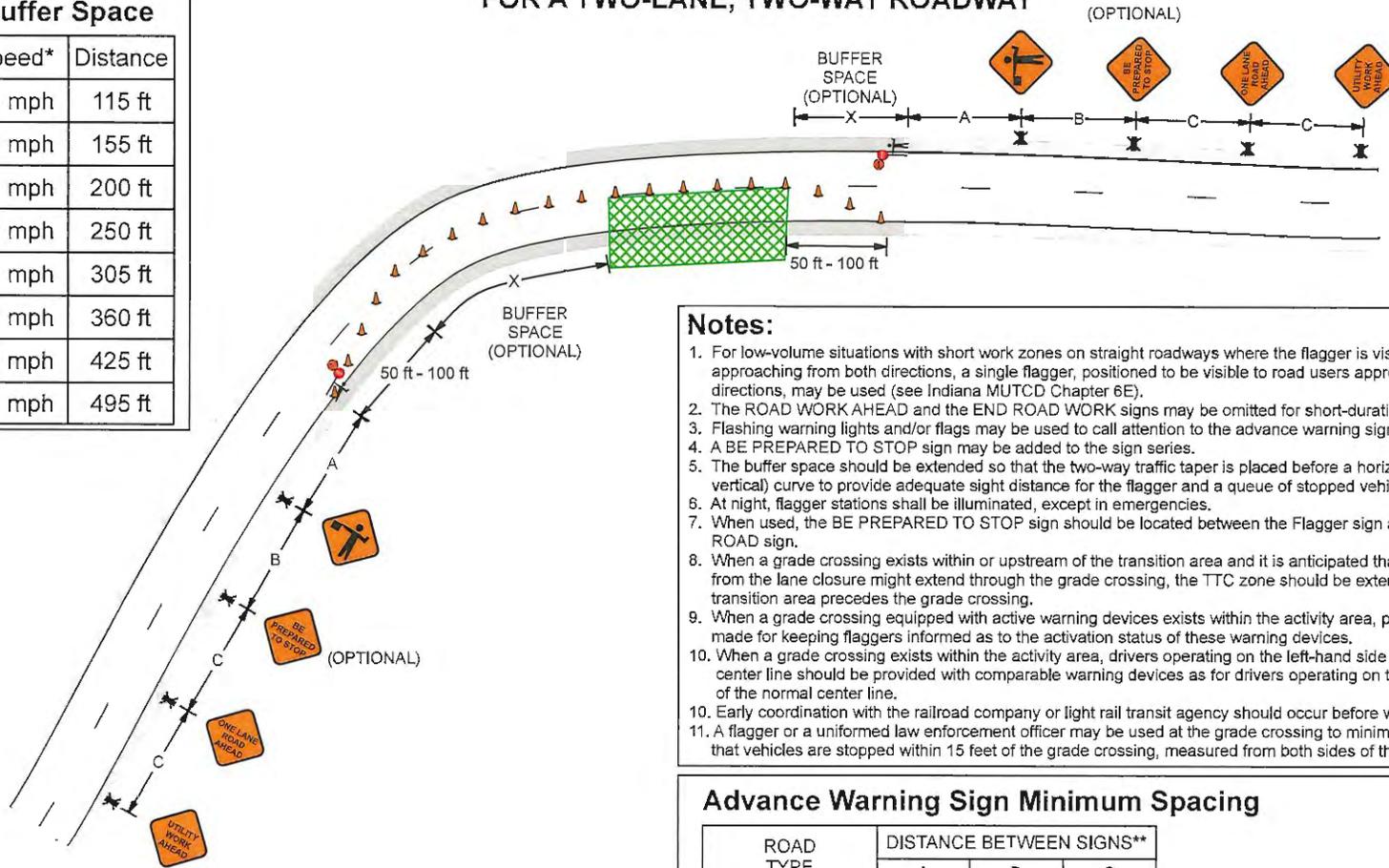
ARC - Lincolnway
Pole Work



Recommended Buffer Space

Speed*	Distance
20 mph	115 ft
25 mph	155 ft
30 mph	200 ft
35 mph	250 ft
40 mph	305 ft
45 mph	360 ft
50 mph	425 ft
55 mph	495 ft

TYPICAL FLAGGING OPERATION FOR A TWO-LANE, TWO-WAY ROADWAY



Legend	
	Cone
	Flagger
	Portable Sign Stand
	Work Area

Notes:

- For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Indiana MUTCD Chapter 6E).
- The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
- Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
- At night, flagger stations shall be illuminated, except in emergencies.
- A BE PREPARED TO STOP sign may be added to the sign series.
- The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.
- When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
- When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
- When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
- When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
- Early coordination with the railroad company or light rail transit agency should occur before work starts.
- A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

Advance Warning Sign Minimum Spacing

ROAD TYPE	DISTANCE BETWEEN SIGNS**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet

* Speed category to be determined by the highway agency
 ** The column headings A, B, and C are the dimensions shown in Indiana MUTCD Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



John P. McCarty
 Digitally signed by John P. McCarty
 Date: 2020.10.13 13:21:05 -04'00'

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 07/31/2022



www.orangebarrengineers.com
 ORANGE BARREL ENGINEERS, P.C.
 2642 N 700 W
 GREENFIELD, IN 46140
 317-758-7587

PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:

Typical Flagging Operation
 Two-Lane, Two-Way Road

PROJECT ADDRESS:

Indiana

THESE DRAWINGS ARE THE PROPERTY OF LS Traffic Control, Inc. THEY ARE INTENDED EXCLUSIVELY FOR USE ON THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF LS Traffic Control,

ISSUED FOR: DATE
 Temporary Traffic Control 10/13/2020

Des. by: JPM
 Drawn by: JPM

REVISION		
NO	DESCRIPTION	DATE

SHEET TITLE:
 Typical Temporary Traffic Control Plan

SHEET NUMBER:

1 OF 1



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

5 December 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Parking space use request – 113-115 E. Lincoln Dec. 9th

Stephanie Honderich, owner of 113-115 E. Lincoln Ave., requests temporary closure of three parking spaces immediately in front of the above address for placement of a truck or crane to place roofing materials as part of re-roofing the building.

Suggested motion: Approve the temporary closure of three parking spaces in front of 113-115 E. Lincoln Ave. from 7:00 a.m. to 10:00 a.m. on Wed. Dec. 7, 2020.