



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. November 9, 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

Approval of Minutes – Nov. 2

Changes to Agenda

- (1) Promotion of Bruce Nethercutt to Assistant Fire Chief (Sink)
- (2) Promotion of Patrick B. Linn to Fire Lieutenant
- (3) Promotion of Travis M. Peak to Fire Lieutenant
- (4) Promotion of Andrew S. Priem to Fire Sergeant
- (5) Open Quotes for Patrol-rated Police Sedan Purchase
- (6) Advertising for 2021 Sidewalk Paving and 50/50 Program, PN: 2021-0001 (Corwin)
- (7) Advertising for 2021 Concrete Paving Project, PN: 2021-0002
- (8) Advertising for 2021 Paving Project, PN: 2021-0002
- (9) 2020 Bridge Inspection Report, JN: 2020-0015
- (10) Advertising for 2021 Bridge Repair and Maintenance Project, PN: 2021-0010



- (11) Agreement for Plans and Specifications for Bridge Repair and Maintenance with DLZ Indiana, LLC (Marks)
- (12) Downtown ADA Evaluation by Abonmarche, JN: 2016-0038 (Sailor)
- (13) Change Order 4: Police Training Facility, JN: 2018-0014
- (14) Agreement: Police Training Facility Audiovisual Installation, JN: 2018-0014
- (15) Agreement: Fire Dept. Aerial Truck Corrosion Repair with Pierce Manufacturing, Inc. (Newcomer)
- (16) Grant Agreement: Interfaith Hospitality Network for Warming Shelter (Brinson)
- (17) Acceptance of Easement at 1001 W. Pike St. (Marks)
- (18) Extension of Indiana Ave. & High St. Shoulder Work for Lasso Fuel, JN: 2019-2037 (Sailor)
- (19) Sidewalk Restriction for Painting at 108-110 N. Main St. (Scharf)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



MINUTES of November 2, 2020 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mike Landis, Member Mary Nichols

Minutes of Oct. 26 were presented.

Landis/Nichols moved to approve minutes of Oct. 26, 2020 as presented. Passed 3-0.

Landis/Nichols moved to add GFD Promotion for Lucas Wickey and Agreements for CDBG Short-term Rent and Utility Assistance and approve the agenda as amended.

PASSED 3-0

Promotion of Lucas T. Wickey to Private First Class

Fire Chief Dan Sink presented the promotion request (memo attached as Exhibit A).

Landis/Nichols moved to approve the promotion of Lucas T. Wickey to Private First Class, effective Nov. 4, 2020.

PASSED 3-0

Mayor Stutsman swore in Lucas T. Wickey.

Promotion of Jade E. Murphy from Probationary Patrol Officer to Patrol Officer

Assistant Police Chief Shawn Turner presented the promotion request.

Landis/Nichols moved to approve the promotion of Jade E. Murphy from Probationary Patrol Officer to Patrol Officer, effective Nov. 1, 2020.

PASSED 3-0

Mayor Stutsman swore in Jade E. Murphy.



Change Order 2: E. Goshen Water Main, JN: 2019-0037

Director of Public Works Dustin Sailor presented the packet memo.

Landis asked about the additional charges for disposal of unsuitable soil. Sailor explained that the material was peat, wood, etc. which could not be disposed of at the planned site. Noted that the additional charges were not only for the disposal, but also for the physical removal, loading, etc.

Landis/Nichols moved to approve Change Order 2 for the East Goshen Water Main Replacement Project for an increase of \$58,517.72 and extension of contract completion date by 29 calendar days.

PASSED 3-0

Community Development Block Grant – COVID-19 Agreements

Community Development Specialist Meaghan Bylsma presented the packet memo.

Landis/Nichols moved to approve the [grant agreements listed in the packet memo] and authorize the Mayor to sign the agreements.

PASSED 3-0

CDBG-CV3 Short-Term Rent & Utility Assistance Program

Bylsma presented the request. (Memo attached as Exhibit B).

Mayor Stutsman said he wanted to do something like this with the first round of CARES Act money, but this was not a qualifying expense; said he is glad federal government is using CDBG for this purpose. Mayor asked Bylsma when we will know when program can begin. Bylsma said that depends on steps in HUD approval process.

Landis/Nichols moved to adopt the City of Goshen CDBG-CV Short-term Rent & Utility Assistance Program.

PASSED 3-0

Flood Resilience Plan Agreement with Christopher Burke

Director of Environmental Resilience Aaron Kingsley presented the packet memo. Mayor said City went through a program after the 2018 flood and this is next step to better understand how and where flooding occurs, as well as what mitigation options might be, along with their effects.



Landis asked whether, based on information from this study, City would attempt to limit development in areas that are unwise. Kingsley said addressing future growth patterns is one of the goals. Landis said he hoped if we do a study such as this we actually do something with it. Mayor said development that has occurred in some areas in the past would not be allowed now because of the flooding.

**Landis/Nichols moved to approve the Flood Resilience Plan Development Agreement with Christopher Burke Engineering, LLC and authorize the Mayor to sign on behalf of the Board of Public Works & Safety.
PASSED 3-0**

Sewage Works Refunding Bond Engagement Agreements, JN: 2009-0044

Sailor presented the packet memo. BakerTilly partner Eric Walsh summarized the refinancing of the bonds with the goal of reducing the interest rate and saving money. Walsh said typically they advise competitive bidding, but in light of the upcoming election and potential for associated instability they advise a negotiated sale to manage risk. Further explained BakerTilly's role as independent municipal advisor.

Landis asked whether City would be better off even after fees and expenses. Mayor replied that estimates are \$400,000-500,000 savings over 10 years after fees. Discussion about elements of a motion given multiple agreements and memos.

**Landis/Nichols moved to approve and authorize the Clerk-Treasurer to sign the engagement letter agreements with BakerTilly and also with Robert W. Baird & Co., Inc.
PASSED 3-0**

2020 Bridge Inspection Report, JN: 2020-0015

Engineer Josh Corwin presented the packet memo.

**Landis/Nichols moved to accept for review the 2020 bridge inspection report, with further presentation to follow next week.
PASSED 3-0**

Acceptance of 2020 Infrastructure Reconstruction, PN: 2020-02

Sailor presented the packet memo.



**Landis/Nichols moved to approve the acceptance of the infrastructure and the maintenance bond.
PASSED 3-0**

NIPSCO Lane Restrictions: College Ave., Dierdorff Rd.

Sailor presented the request on behalf of NIPSCO, noting that each Thursday Engineering staff is meeting with NIPSCO to stay up to date. Mayor asked if NIPSCO was doing a good job with traffic control. Sailor said he had not received any complaints from the public.

**Landis/Nichols moved to approve lane restrictions on Dierdorff Rd. Sections 3, 4, 5 and also College Ave. Section 6 as shown on the [map included with packet memo] and traffic control plans beginning Nov. 2-13, 2020.
PASSED 3-0**

Extension of Steury Ave. Closure, JN: 2019-0037

Sailor presented the request, explaining that a suspected gas leak delayed completion of work by Miller Pipeline.

**Landis/Nichols moved to approve an additional time extension for the closure of the southbound lane of Steury Ave. until Nov. 13, 2020.
PASSED 3-0**

PRIVILEGE OF FLOOR: No one spoke.

Stutsman/Landis moved to approve civil city and utility claims and to adjourn. PASSED 3-0

Adjournment at 2:30 p.m.



Exhibit A: Goshen Fire Dept. Memo: Dan Sink re: Lucas T. Wickey promotion (1 page)

Exhibit B: CDBG Short-term Rent and Utility Assistance Agreements (14 pages)

APPROVED

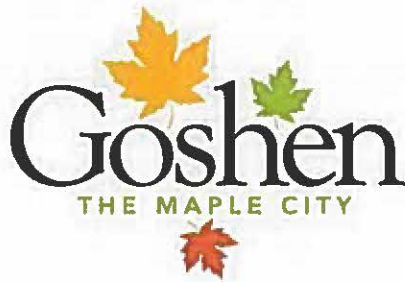
Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

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

November 04, 2020

To: Board of Works and Public Safety

RE: Promotion of Bruce Nethercutt to Assistant Chief

From: Dan Sink

I am pleased to recommend for your approval, the promotion of Bruce Nethercutt to Assistant Chief effective today November 13, 2020. In his new position Bruce will be providing oversight and guidance to the EMS Division at GFD. Thank you for your consideration.

Sincerely,

Dan Sink



Danny C. Sink, Chief
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November 04, 2020

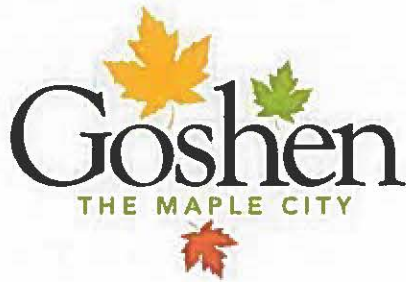
To: Board of Works and Public Safety

RE: Promotion of Patrick B. Linn to Fire Lieutenant

From: Fire Chief Danny Sink

Patrick Linn has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Patrick Linn to the rank of Fire Captain for the Goshen Fire Department effective November 13, 2020. Thank you



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November 04, 2020

To: Board of Works and Public Safety

RE: Promotion of Travis M. Peak to Fire Lieutenant

From: Fire Chief Danny Sink

Travis Peak has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Travis to the rank of Fire Lieutenant for the Goshen Fire Department effective November 13, 2020. Thank you



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November 04, 2020

To: Board of Works and Public Safety

RE: Promotion of Andrew S. Priem to Fire Sergeant

From: Fire Chief Danny Sink

Andrew Priem has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Andrew Priem to the rank of Fire Sergeant for the Goshen Fire Department effective November 13, 2019. Thank you



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

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November 9, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Open Quotes Patrol Rated Police Sedan Purchase

Bids are due to be opened today for the purchase of a Patrol Rated Police Sedan



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **2021 SIDEWALK PAVING AND 50/50 PROGRAM
PROJECT NO. 2021-0001**

DATE: November 9, 2020

The Engineering Department requests permission to advertise the 2021 Sidewalk Paving and 50/50 Program for bidding.

The project will be advertised on November 13th and 20th and bids will be due Monday, November 30, 2021.

The funds have been appropriated and are available for this project. Thank you for your consideration of this request.

Requested Motion: Approve the 2021 Sidewalk Paving and 50/50 Program to be advertised on November 13th and 20th, 2020.



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **2021 CONCRETE PAVING PROJECT
PROJECT NO. 2021-0002**

DATE: November 9, 2020

The Engineering Department requests permission to advertise the 2021 Concrete Paving project for bidding. The streets with portions scheduled to be repaired include:

- Constitution Ave
- Barclay Drive
- Maribou Place
- Marshwood Road
- Russet Ave
- Saybrook Drive
- Sweetbriar Drive
- Woodmere Lane
- Tanglewood Drive

The project will be advertised on November 13th and 20th and bids will be due Monday, November 30, 2021.

The funds have been appropriated and are available for this project. Thank you for your consideration of this request.

Requested Motion: Approve the 2021 Concrete Paving project to be advertised on November 13th and 20th, 2020.



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CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **2021 PAVING PROJECT
PROJECT NO. 2021-0002**

DATE: November 9, 2020

The Engineering Department requests permission to advertise the 2021 Asphalt Paving project. The streets to be paved include:

2.0" Mill and 2.0" Overlay

- Plymouth Avenue between SR 15 and Norfolk-Southern Railroad
- Plymouth Avenue between Norfolk-Southern Railroad and US 33
- Pine Manor Avenue between Kercher Road and Colorado Street
- Colonial Manor Drive between Bashor Road and Edward Drive
- William Drive between Eagle Drive and Edward Drive
- West Avenue between Riverside Drive and Dewey Avenue
- Messick Drive between Kercher Road and Eisenhower Drive
- Lombardy Drive between Kercher Road and Caragana Court
- Liberty Court
- Lantern Lane between William Drive and Edward Drive
- Greene Road between SR 119 and Berkey Avenue
- Colorado Street between Evergreen Lane and Lismore Drive

1.5" Mill and 1.5" Overlay

- South 7th Street between Plymouth Avenue and Franklin Street

1.5" Overlay

- Adams Street between 11th Street and 15th Street
- East Douglas Street between 10th Street and 15th Street

The project will be advertised on November 13th and 20th and bids will be due Monday, November 30, 2020.

The funds have been appropriated and are available for this project. Thank you for your consideration of this request.

Requested Motion: Approve the 2021 Asphalt Paving project to be advertised on November 13th and 20th, 2020.



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CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **2020 BRIDGE INSPECTION REPORT
(JN: 2020-0015)**

DATE: November 9, 2020

At last week's Board or Works meeting, the Engineering Department submitted the 2020 Bridge Inspection Report for Board review. At this time, we are requesting the Board's approval of the report.

Requested Motion: Approve the 2020 Bridge Inspection Report.



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **2021 BRIDGE REPAIR AND MAINTENANCE PROJECT
PROJECT NO. 2021-0010**

DATE: November 9, 2020

The Engineering Department requests permission to advertise the 2021 Bridge Repair and Maintenance project for bidding. The bridges scheduled to be repaired include:

- 201 – Pedestrian Bridge at Rogers Park
- 303 – Douglas Street Pedestrian Bridge over the Millrace Canal
- 306 – Millrace Canal Headgate Structure

The project will be advertised on November 13th and 20th and bids will be due Monday, November 30, 2021.

The funds have been appropriated and are available for this project. Thank you for your consideration of this request.

Requested Motion: Approve the 2021 Bridge Repair and Maintenance project to be advertised on November 13th and 20th, 2020.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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www.goshenindiana.org

November 9, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Agreement for Plans and Specifications for Bridge Repair and Maintenance with DLZ Indiana, LLC

Attached is an agreement with DLZ Indiana, LLC to prepare plans and specifications for the repair and maintenance of three bridges in Goshen. The compensation to be paid to DLZ for all services performed is a lump sum fee of \$12,500. DLZ will submit final plans and specifications to the City by November 13, 2020.

Suggested Motion:

Move to approve and execute the agreement with DLZ Indiana, LLC for plans and specifications for bridge repair and maintenance.

AGREEMENT

Plans and Specifications for Bridge Repair and Maintenance

THIS AGREEMENT is entered into on November _____, 2020, by and between **DLZ Indiana, LLC** (“Contractor” or “DLZ”), whose mailing address is 2211 East Jefferson Boulevard, South Bend, IN 46615, 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 (“City”).

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

Section 1. Bridges to be Repaired.

City requires the development of plans and specifications to be used in the solicitation of sealed bids for the work required to repair of the following three bridges:

- 1.1 Bridge #201 – Aldo Simpson Pedestrian Bridge over the Elkhart River into Rogers Park. The repair work shall generally include install new joints; install checkered plates; clean and paint steel substructures; clean rust of deck angles; and replace deck.
- 1.2 Bridge #303 – Douglas Street Pedestrian Bridge over the Millrace Canal. The repair work shall generally include clean and paint structural steel; install checkered plates at each end of bridge deck; secure fence along top of bridge railing and east approach railing; repair loose bottom timber kick board along the south bridge railing; and repair bent railing along northwest approach rail and concrete spall at southeast bearing.
- 1.3 Bridge #306 – Millrace Canal Headgates. The repair work shall generally include fill voids with grouted riprap; fix erosion behind northwest and northeast wingwalls; and replace paved side ditch.

Section 2. Scope of Services.

- 2.1 DLZ shall provide the following services under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to prepare plans and specifications to be used by City to solicit sealed bids for the work required to repair the three bridges set forth in Section 1. As part of the preparation of these plans and specifications, DLZ’s services shall include:
 - 2.1.1 Consult with City to obtain and review "as-built" plans, inspection reports, load ratings, repair records and any other pertinent information available for the bridges.
 - 2.1.2 Obtain from City the constraints that will be imposed on the construction to minimize disruption of trail usage.
 - 2.1.3 Obtain "as-built" dimensions of the bridge deck, including overall length, width, and general layout for each bridge.
 - 2.1.4 Prepare a set of repair details, on 8½" x 11" sheets, to be included in the bid documents.
 - 2.1.5 Prepare quantity calculations.

- 2.1.6 Prepare a statement of probable construction cost.
- 2.1.7 Develop construction specifications and bid documents for the project.
- 2.1.8 Provide City with an electronic (PDF) set of the bid documents for bidding purposes.
- 2.1.9 Attend preconstruction meeting.
- 2.2 City shall provide DLZ with copies of all previously compiled data related to existing conditions of the bridges including existing plans, history of improvements/repair records, inspection reports, and any other information that may be of use to DLZ.
- 2.3 City shall provide DLZ with access to the bridge sites, as required.
- 2.4 City will prepare the front-end information for the bid documents (i.e., notices, instructions, general terms and conditions, bidding forms (except for itemized quantities), contracts, etc.), and will coordinate the solicitation of sealed bids.
- 2.5 DLZ's scope of services does not include the following services:
 - 2.5.1 Providing pedestrian maintenance of traffic or detours.
 - 2.5.2 Preparation of permit applications. Since construction will occur above the ordinary high-water mark, no US Army Corps of Engineers or IDEM permits are anticipated to be required. Since construction activity will take place within the floodway of the Millrace Canal; no IDNR permits are anticipated to be required.
 - 2.5.3 Performing hydraulic and scour analysis.
 - 2.5.4 Attendance of the bid opening.
 - 2.5.5 Review of bids received and preparation of a bid tabulation.
 - 2.5.6 Construction administration and management services.

Section 3. Effective Date; Term.

- 3.1 The agreement shall become effective on the day of execution and approval by both parties.
- 3.2 DLZ acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. DLZ shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services.
 - 3.2.1 DLZ shall submit draft construction documents to City for review by November 11, 2020. City shall review the draft documents and provide written comment to DLZ within one (1) business day. DLZ shall revise and submit final construction documents to City no later than November 13, 2020.
- 3.3 DLZ shall complete all services by November 13, 2020, unless otherwise terminated by either party in accordance with the terms and conditions of the agreement.

Section 4. Compensation.

City agrees to compensate DLZ for all services under this agreement a lump sum fee of Twelve Thousand Five Hundred Dollars (\$12,500).

Section 5. Payment.

- 5.1 City shall pay DLZ for services satisfactorily completed under this agreement.
- 5.2 Payment for services rendered shall be upon City’s receipt of a detailed invoice from DLZ. 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
- 5.3 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.
- 5.4 DLZ is required to have a current W9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 6. Ownership of Documents.

City acknowledges Contractor’s documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 7. Independent Contractor Status.

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.

Section 8. Non-Discrimination.

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

Section 9. Employment Eligibility Verification.

- 9.1 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.

- 9.2 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.
- 9.3 Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 9.4 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.

Section 10. Contracting with Relatives.

Pursuant to Indiana Code § 36-1-21, if the Contractor is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that the Contractor has notified both the elected official and the City's Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the Contractor.

Section 11. Indemnification.

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 or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 12. Insurance.

- 12.1 Prior to commencing work, the 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 aggregate

- 12.3.3 Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- 12.3.4 Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- 12.3.5 Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 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.

Section 14. Default.

- 14.1 If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- 14.2 It shall be mutually agreed that if Contractor fails to perform the services 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 five (5) 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 services 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 services 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.

Section 15. Termination.

- 15.1 The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- 15.2 City may terminate this agreement, 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 agreement.

Section 16. Notice.

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

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Contractor: DLZ Indiana, LLC
Attention: Gary K. Fisk, P.E., Vice President
2211 East Jefferson Boulevard
South Bend, IN 46615

Section 17. Subcontracting or Assignment.

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

Section 18. Amendments.

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.

Section 19. Waiver of Rights.

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

Section 20. Applicable Laws.

- 20.1 Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- 20.2 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 services. Failure to do so maybe deemed a material breach of agreement.

Section 21. Miscellaneous.

- 21.1 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.
- 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.
- 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.

Section 22. Severability.

In the event that any provision of the 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.

Section 23. Binding Effect.

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

Section 24. Entire Agreement.

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

Section 25. Authority to Execute.

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

DLZ Indiana, LLC

Jeremy P. Stutsman, Mayor

Gary K. Fisk, P.E.
Vice President

Michael A. Landis, Member

Date: November _____, 2020

Mary Nichols, Member

Date: November _____, 2020



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **DOWNTOWN ADA EVALUATION
(JN: 2016-0038)**

DATE: November 9, 2020

Concerns about Goshen's downtown have been posed as it relates to the American with Disabilities Act (ADA). In response to these concerns, Goshen Engineering requests permission to retain Abonmarche Consulting to perform a third-party evaluation of the downtown from Madison Street to Pike Street, and from Third Street to Fifth Street.

The fee offered for this evaluation is \$11,900, with work to be completed within 30 days from the notice to proceed.

Requested Motion: Move to award the Downtown ADA Evaluation to Abonmarche Consulting in the amount of \$11,900.00.

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

Jeremy Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

AGREEMENT

Main Street Post-Construction ADA Evaluation

THIS AGREEMENT is entered into on _____, 2020, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”) whose mailing address is 1009 South Ninth Street, Goshen, IN 46526, 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 (“City”).

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

Section 1. Scope of Services.

Abonmarche shall provide services under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to perform an ADA evaluation on City of Goshen downtown streets bounded by Madison Street on the south, Pike Street on the north, and 3rd Street and 5th Street on the west an east respectively. Abonmarche’s services shall include:

Task 1 – ADA Compliance Review and Report: Abonmarche will perform an ADA compliance review and evaluation along Main Street and the streets referenced previously in this Section 1. All ADA ramps and crosswalks shall be reviewed for compliance with the current ADA Standards for slopes, vicinity to intersections, and general construction. This shall include a post construction sidewalk survey of the area that was improved as part of Goshen’s Main Street improvement project.

Additionally, the three (3) sheltered bus stops located in downtown Goshen shall be evaluated for pedestrian access due to the added angled parking, as well as the proposed installation of decorative thermoplastic crosswalks that resemble brick.

Upon completion of its evaluation, Abonmarche shall prepare a report of its field findings and evaluation, and any recommendations, if needed. This task will include meeting with the City of Goshen Engineering Department to review and discuss the report, and Abonmarche presenting its findings to the City Traffic Commission.

Section 2. Effective Date; Term.

- 2.1 The agreement shall become effective on the day of execution and approval by both parties.
- 2.2 Abonmarche acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. Abonmarche shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services.
- 2.3 Abonmarche shall complete all services within thirty (30) days of notice to proceed.

Section 3. Compensation.

City agrees to compensate Abonmarche for the services under this agreement in an amount not to exceed \$11,900.00 based on the following hourly rates:

MAXIMUM HOURLY RATES BY JOB CLASSIFICATION

Principal	\$255.00
Vice President	\$220.00
Architect/Project Manager	\$175.00
Senior Project Engineer	\$165.00
Staff Engineer	\$110.00
Project Architect	\$115.00
Project Surveyor	\$130.00
CADD Technician	\$90.00
Two-Person Survey Crew	\$140.00
One-Person Survey	\$100.00
Administrative Assistant	\$75.00

Section 4. Payment.

- 4.1 City shall pay Abonmarche for services satisfactorily completed under this agreement as services progress.
- 4.2 Payment for services rendered shall be upon City's receipt of a detailed invoice from Abonmarche. 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, Suite 1
Goshen, IN 46528
- 4.3 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.
- 4.4 Abonmarche is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents.

City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Consultant.

Section 6. Independent Contractor Status.

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.

Section 7. Non-Discrimination.

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

Section 8. Employment Eligibility Verification.

- 8.1 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 I.C. 22-5-1.7-3.
- 8.2 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.
- 8.3 Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 8.4 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.

Section 9. Contracting with Relatives.

Pursuant to I.C. § 36-1-21, if the Contractor is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that the Contractor has notified both the elected official and the City's Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the Contractor.

Section 10. Indemnification.

Contractor shall indemnify and hold harmless the City of Goshen and City's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of the Contractor, its officers and employees and others for whom Contractor is legally liable in the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and costs and other expenses incurred by City, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 11. Insurance.

- 11.1 Prior to commencing work, the 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.

- 11.2 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.
- 11.3 Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 11.3.1 Workers Compensation and Employer's Liability - Statutory Limits
 - 11.3.2 General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 11.3.3 Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 11.3.4 Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

Section 12. Force Majeure.

- 12.1 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.
- 12.2 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.

Section 13. Default.

- 13.1 If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- 13.2 It shall be mutually agreed that if Contractor fails to perform the services 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 services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- 13.3 Contractor may also be considered in default by the City if any of the following occur:
 - 13.3.1 There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.

- 13.3.2 Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- 13.3.3 Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- 13.3.4 Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- 13.3.5 A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- 13.3.6 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 services described under these Specification Documents.
- 13.3.7 The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 14. Termination.

- 14.1 The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- 14.2 City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- 14.3 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 agreement.

Section 15. Notice.

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

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Consultant: Abonmarche Consultants, Inc.
1009 South 9th Street
Goshen, IN 46526

and

Abonmarche Consultants, Inc.
Attention: John Linn, Registered Agent
315 West Jefferson Boulevard
South Bend, IN 46601

Section 16. Subcontracting or Assignment.

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

Section 17. Amendments.

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.

Section 18. Waiver of Rights.

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

Section 19. Applicable Laws.

- 19.1 Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- 19.2 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 services. Failure to do so may be deemed a material breach of agreement.

Section 20. Miscellaneous.

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.

Section 21. Severability.

In the event that any provision of the 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.

Section 22. Binding Effect.

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

Section 23. Entire Agreement.

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

Section 24. Authority to Execute.

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

Abonmarche Consultants, Inc.

Jeremy P. Stutsman, Mayor

Bradley E. Mosness

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date: _____

Date: _____



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 4 FOR GOSHEN POLICE DEPARTMENT
SHOOTING RANGE TRAINING CENTER (JN: 2018-0014)**

DATE: November 9, 2020

Attached please find Change Order No. 4 for the Goshen Police Department Shooting Range Training Center.

Change Order No. 4 covers additional costs due to additional insulation necessary for the 1st floor, western exterior wall; the installation of a new, energy-efficient boiler; additional electrical and low voltage rough-ins; and upgraded door hardware. The previous contract amount, with change orders, was \$318,247.15. The new changes increase the contract amount by \$12,593.53, for a revised contract amount of \$330,840.68, an increase of 4.9% over the original contract price. The contract completion date will be extended by 5 days to complete the additional work.

Requested motion:

Move to approve Change Order No. 4 for the Goshen Police Department Shooting Range Training Center Project for an increase of 5 days and \$12,593.53.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 4

Date: 11/9/20

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)

The 1st floor, west wall of the Goshen Police Department Shooting Range Training Center building (GPD Training Center) was found to have insufficient insulation, as well as a number of areas that were unsealed to the outside. Change Order No. 4 provides for additional insulation in the stud bays, as well as sealing of openings in the wall.

Due to concerns with the reliability and availability of replacement parts for the existing boiler, as well as the desire to meet the City's energy-efficiency goals, Change Order No. 4 also includes the installation of a new boiler to provide radiant heat to the GPD Training Center. The installation of the boiler adds two (2) days to the contract completion date.

Due to the need to provide connections for the proposed audio-visual and CCTV installations, as well as a desire to increase functionality of the final building as a temporary command center, Change Order No. 4 includes additional electrical and low-voltage rough-ins and cable runs. These rough-ins will add three (3) days to the contract completion date.

Finally, Change Order No. 4 provides for upgraded door hardware that will prevent corrosion and allow loading of equipment and other items into and out of the GPD Traing Center without blocking doors open.

CO4.1	Installation and Commissioning of Lochinvar Knight Boiler - KHB150N	1 LSUM @ \$7,502.00	\$7,502.00
CO4.2	Additional Insulation and Sealing of 1st Floor, West Wall	1 LSUM @ \$1,014.00	\$1,014.00
CO4.3	Installation of Additional Electrical Receptacles and Low-Voltage Rough-Ins and Cable Runs	1 LSUM @ \$3,500.53	\$3,500.53
CO4.4	Upgraded door hardware	1 LSUM @ \$577.00	\$577.00

Subtotal - \$12,593.53

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 4

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 0 to <u>3</u>		\$2,847.13
3. Amount of Contract, not including this supplement		\$318,247.15
4. Addition/ Reduction to Contract due to this supplement		\$12,593.53
5. Amount of Contract, including this supplemental		\$330,840.68
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$15,440.66
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>4</u> (Line 6 divided by Line 1)		4.90%

III. CONTRACT SUPPLEMENT CONDITIONS

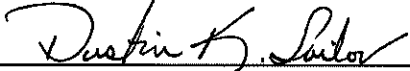
1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 7 calendar days, making the final completion date December 11, 2020.
2. Any additional work to be performed under this Contract supplement will be carried 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. 4

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**

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: **GOSHEN SHOOTING RANGE – AUDIOVISUAL INSTALLATION
(JN:2018-0014)**

DATE: November 9, 2020

In connection with the Goshen Police Department training facility buildout, a contract for the audiovisual equipment is necessary to accomplish its training goals. Quotes were solicited, and the Goshen Police Department selected Imagination Pro Media, Inc. to complete the work for \$17,392.14.

Work associated with this contract will begin upon completion of R. Yoder Construction's interior buildout.

Requested Motion: Move to approve a contract with Imagination Pro Media, Inc. to install audiovisual equipment at the Goshen Police Department training facility for \$17,392.14.

AGREEMENT

Installation of Audio-Visual Equipment for Police Training Facility

THIS AGREEMENT is entered into on November _____, 2020, by and between imagination pro media, inc. ("ipm") whose mailing address is 2134 W. Wilden Ave., Goshen IN 46528, 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 ("City").

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

Section 1. Scope of Services.

ipm shall provide equipment and services under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to install audio-visual equipment in the City Police training facility pursuant to the proposal attached hereto as Exhibit A.

Section 2. Effective Date; Term.

- 2.1 The agreement shall become effective on the day of execution and approval by both parties.
- 2.2 ipm acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. ipm shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services.
- 2.3 ipm shall complete all services within _____ days from the City's acceptance of work associated with the interior remodel performed under a separate contract with R. Yoder Construction.

Section 3. Compensation.

City agrees to compensate ipm for the equipment and services under this agreement in the lump sum amount of \$17,392.14.

Section 4. Payment.

- 4.1 City shall pay ipm for services satisfactorily completed under this agreement.
- 4.2 Payment for services rendered shall be upon City's receipt of a detailed invoice from ipm. 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

- 4.3 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.
- 4.4 ipm is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents.

City acknowledges ipm's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to ipm.

Section 6. Independent Contractor Status.

ipm 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 ipm's agents, employees or subcontractors.

Section 7. Non-Discrimination.

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

Section 8. Employment Eligibility Verification.

- 8.1 ipm shall enroll in and verify the work eligibility status of all ipm's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- 8.2 ipm 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 ipm subsequently learns is an unauthorized alien.
- 8.3 ipm shall require their subcontractors, who perform work under this contract, to certify to the ipm 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. ipm agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 8.4 City may terminate the contract if ipm fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 9. Contracting with Relatives.

Pursuant to Indiana Code § 36-1-21, if the ipm is wholly or partially owned by a relative of a City of Goshen elected official, the ipm certifies that the ipm has notified both the elected official and the City's Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the ipm.

Section 10. Indemnification.

ipm shall indemnify, defend, and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by ipm or any of ipm's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include attorney's fees and all costs and other expenses incurred by City, and shall not be limited by reason of insurance required under this agreement.

Section 11. Insurance.

11.1 Prior to commencing work, the ipm 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. ipm shall specifically include coverage for the City of Goshen as an additional insured.

11.2 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.

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

11.3.1 Workers Compensation and Employer's Liability - Statutory Limits

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

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

11.3.4 Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 12. Force Majeure.

12.1 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.

12.2 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.

Section 13. Default.

- 13.1 If ipm fails to perform the services or comply with the provisions of this agreement, then ipm may be considered in default.
- 13.2 It shall be mutually agreed that if ipm fails to perform the services 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 ipm 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 services in any manner deemed proper by the City, and ipm shall be liable to the City for any excess costs incurred.
- 13.3 ipm may also be considered in default by the City if any of the following occur:
- 13.3.1 There is a substantive breach by ipm of any obligation or duty owed under the provisions of this contract.
- 13.3.2 ipm is adjudged bankrupt or makes an assignment for the benefit of creditors.
- 13.3.3 ipm becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- 13.3.4 ipm becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- 13.3.5 A receiver, trustee, or similar official is appointed for ipm or any of ipm's property.
- 13.3.6 ipm is determined to be in violation of federal, state, or local laws or regulations and that such determination renders ipm unable to perform the services described under these Specification Documents.
- 13.3.7 The contract or any right, monies or claims are assigned by ipm without the consent of the City.

Section 14. Termination.

- 14.1 The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. ipm shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- 14.2 City may terminate this agreement, in whole or in part, in the event of default by ipm.
- 14.3 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 agreement.

Section 15. Notice.

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

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2

Goshen, IN 46528

ipm: imagination pro media, inc.
2134 W. Wilden Ave.
Goshen, IN 46528

Section 16. Subcontracting or Assignment.

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

Section 17. Amendments.

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.

Section 18. Waiver of Rights.

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

Section 19. Applicable Laws.

- 19.1 ipm agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- 19.2 ipm 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 services. Failure to do so maybe deemed a material breach of agreement.

Section 20. Miscellaneous.

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.

Section 21. Severability.

In the event that any provision of the 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.

Section 22. Binding Effect.

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

Section 23. Entire Agreement.

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

Section 24. Authority to Execute.

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
Board of Public Works and Safety**

imagination pro media, inc.

Jeremy P. Stutsman, Mayor

By _____
Printed:

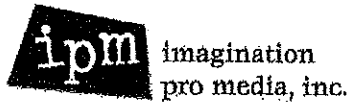
Michael A. Landis, Member

Its _____

Mary Nichols, Member

Date: November _____, 2020

Date: November _____, 2020



2134 W. Wilden Ave.
Goshen, IN 46528
(574) 875-0200

August 13, 2020
Reference 7053

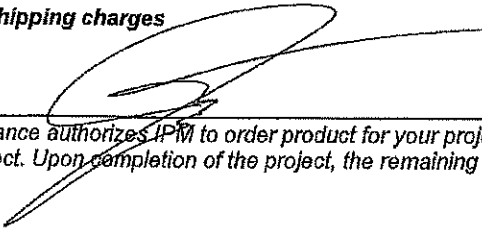
Goshen Police Department - City of Goshen
111 E Jefferson St.
Goshen IN 46528
Captain Keith Miller

Description: Installation of a 55" 4K video display in the lower conference room with an HDMI wall jack. Installation of 2 1080p 5500 ANSI lumen HD projectors with 2 HDMI wall plates. Also includes two manual 8' wide 16:9 projection screens. An audio system with distributed speakers and a wireless headworn microphone. System has Bluetooth audio connectivity. All screen and projector controls included. Substituting HD Laser projectors instead of conventional will increase the proposal amount by \$2400. Thank you for contacting IPM for your audio and video needs.

Quantity	Description	Each	Total
1	Lower Conference Room		\$ -
2	1 55" 4K Video Display (Samsung)	\$ 537.29	\$ 537.29
3	1 High Capacity Video Wall Mount - Full Motion	\$ 202.49	\$ 202.49
4	1 HDMI Wall Plate (Stainless Steel)	\$ 33.05	\$ 33.05
5	1 50' In wall HDMI Cable	\$ 47.24	\$ 47.24
6	1 Brush Wall Plate	\$ 10.11	\$ 10.11
7	2 Drywall Tec Box	\$ 6.75	\$ 13.50
8	1 Misc. Hardware, cables, and Connectors	\$ 101.25	\$ 101.25
9	10 Labor	\$ 75.00	\$ 750.00
10		Total	\$ 1,694.93
11		\$ -	\$ -
12	Classroom - 2nd Floor - Conventional Projectors		\$ -
13	2 5500 ANSI Lumen 1080p Projector	\$ 2,126.25	\$ 4,252.50
14	2 8' Wide 16:9 Manual screen	\$ 586.44	\$ 1,172.88
15	2 Universal Precision Geared Ceiling Mount	\$ 157.94	\$ 315.88
16	2 Projector Drop Pipe - White	\$ 101.25	\$ 202.50
17	2 8" Strut Plate	\$ 38.97	\$ 77.94
18	2 9 Button projector wall control	\$ 270.00	\$ 540.00
2	2 HDMI Wall Plate (Stainless Steel)	\$ 33.05	\$ 66.10
3	4 50' In wall HDMI Cable	\$ 47.24	\$ 188.96
4	2 HDBaseT Cat5/6 HDMI Extender System	\$ 202.49	\$ 404.98
5	3 25' HDMI Cable	\$ 26.99	\$ 80.97
6	3 1x4 HDMI Splitter	\$ 49.94	\$ 149.82
7	3 25' HDMI Cable	\$ 26.99	\$ 80.97
8		\$ -	\$ -
9	Sound System		\$ -
10	1 Wall Equipment Shelf	\$ 63.57	\$ 63.57
11	12 4" Ported Pendant Speakers - White	\$ 114.93	\$ 1,379.16
12	1 4 Input 60W 70V Mixer/Amp w/BlueTooth	\$ 321.00	\$ 321.00

13	1	UHF Wireless Headworn Mic System	\$	564.30	\$	564.30
14	2	3.5mm TRS Audio Cable 50'	\$	21.59	\$	43.18
15	1	Hardware, Cables, and Connectors	\$	607.50	\$	607.50
16	1000	18AWG Speaker wire	\$	0.16	\$	160.00
17	67	Labor	\$	75.00	\$	5,025.00
18				Total	\$	15,697.21
19				Grand Total	\$	17,392.14

Prices do not include shipping charges

Accepted By:  Date: 10/19/20
 Your signature of acceptance authorizes IPM to order product for your project and you agree to 50% payment of the total project. Upon completion of the project, the remaining balance will be due.



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

November 9, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with Pierce Manufacturing, Inc.

The Goshen City Fire Department is requesting approval of an agreement with Pierce Manufacturing, Inc. for corrosion repair of a Fire Department Aerial Truck.

The quoted prices in the scope of services total \$38,893.00. In the event additional work is required that cannot be determined until further inspection of the equipment the additional work shall be approved in writing in advance and shall in no event exceed \$6,107.00.

Suggested Motion:

Move to approve and execute the agreement with Pierce Manufacturing, Inc for corrosion repair of a Fire Department Aerial Truck.

AGREEMENT

Pierce Manufacturing for Corrosion Repair of Fire Department Aerial Truck

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between Pierce Manufacturing, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety Park, hereinafter referred to as “City”.

WHEREAS, the Board of Public Works and Safety determines it is expedient and in the best public interest to employ professional maintenance services for corrosion repair of a 2012 Pierce Impel 75’ Aerial Fire Apparatus.

WHEREAS, The Goshen City Fire Department has a 2012 Pierce Impel Aerial Apparatus that has corrosion damage.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to refurbish Goshen Fire Department’s 2012 Pierce Impel Aerial Apparatus.

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

The following shipping precautions must be completed before transportation of the Goshen City Fire Department’s apparatus to Pierce Manufacturing for refurbishment or repair:

(Failure to complete the listed items below may result in additional costs to the Goshen City Fire Department).

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

INCOMING EMERGENCY PARKING BRAKE TEST

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be “open”, pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

INCOMING BATTERY LOAD TEST

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells.

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be “open”, pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

SCOPE OF SERVICES

Contractor’s work under this Agreement consists of corrosion repair of 2012 Pierce Impel 75’ Aerial Fire Truck which is described in further detail below.

Contractor’s scope of work shall include:

INCOMING VEHICLE INSPECTION

The following inspections will be performed by a qualified Pierce technician(s) before any work begins. Inspections are to verify working components before disassembly, and to determine the overall condition of the truck.

- Incoming Electrical inspection
- Incoming Chassis Inspection and Road test
- Incoming Pump Test
- Incoming Body Inspection
- Incoming Aerial Inspection

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be “open”, pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

TRANSPORTATION

Customer will be responsible to deliver the truck to Weyauwega, WI for repairs. Upon completion a Pierce provided driver will deliver the truck back to the customer in Goshen, IN.

Price: \$ 980.00

CORROSION REPLACEMENT

Inspections are required to verify working components before they are removed.

These corrosion repairs will require a UL 3rd party aerial inspection.

Additional aerial repairs may be required after the unit is fully UL 3rd party aerial inspected. A detailed inspection report will be forward to the fire department for disposition. **Additional repair costs will be open: subject to inspection and written approval by the fire department.**

FRAME RAIL REPLACEMENT

- Drain and remove the hydraulic oil reservoir.
- Un-pin the upper aerial device from the rotation bearing upper.
- Disassemble the body components, unstring electrical harness and remove the body from the apparatus.
- Remove the rear wall assembly substructure and reinstall with new hardware.
- Remove the rear bumper step frame work.
- Unbolt the frame stiffener and mounting plates, sandblast and / or needle the “C” channel rails and mounting plates, sandblast, treat with rust inhibitor, repaint and reinstall with new hardware. Torque bolts to spec.
- Unbolt the torque box and remove it from the chassis frame rails.
- Remove all hydraulic hoses and controls.
- The front axle, suspension, steering gear assembly and wheels will be removed.
- Reinstall front axle with new mounting hardware.
- Remove the rear axle assembly to include suspension and wheels, reinstall with new hardware.
- Remove the fuel tank.
- Remove all body mounting substructures and reinstall with new hardware.
- The cab, engine and transmission will be removed and reinstalled on the new frame rails with new mounting hardware.
- Reinstall front cab mounts with new hardware.
- The frame rails and frame liners will be removed and replaced with new frame rails and liners that are **E-Coated** for additional corrosion protection. The frame rails will be constructed of 120,000 psi yield strength heat-treated .38" thick steel, with 3.50" wide flanges
- Reinstall all removed assemblies; front bumper extension, cab lift mounting brackets, crossmembers and body mounting supports; torque bolts to spec.
- Reinstall the four (4) chassis air tanks and mounting brackets.

- Reinstall the fuel tank and straps.
- Reinstall the driver and passenger side running board supports.
- Replace passenger and driver side battery boxes and hold downs.
- Reinstall drive shaft assemblies.

Torque Box

- Remove outrigger beams and all outrigger cylinders.
- Remove all hydraulic hoses and controls.
- Remove all electrical wiring from the torque box assembly.
- Re-bolt torque box to the new chassis frame with new mounting hardware, UL to verify torque values.
- Install all lower hydraulic hoses and electrical harnesses
- Assemble outriggers and install.

Reassembly

- Remount body panels, cross divider, rear wall assembly, install electrical harnesses and mount all miscellaneous body components.
- Pin upper aerial device; secure the bearing to the torque box, using new, Grade 8, bolts. All bearing bolts will be checked by UL Underwriters Laboratory for proper torque values.
- Remount hydraulic oil reservoir and fill with new hydraulic fluid rated for the correct temperature zone.
- Check all aerial operations for timing and function, grease main bearing.
- Check alignment and road test apparatus.
- Check all DOT and emergency warning lights.

Price: \$ 8,000.00

RECOMMENDED ITEMS

- Remove all crossmembers and replace with new **E-Coated** crossmembers

Price: \$ 4,051.00

- Install new chassis air tanks, lines, and mounting brackets.

Price: \$ 630.00

- The rear wall assembly and rear substructure will be sandblasted, treated with rust inhibitor and repainted.

Price: \$ 2,221.00

- The front bumper sub structure will be sandblasted, treated with a rust inhibitor and repainted

Price: \$ 1,403.00

- Needle/ scrape or sandblast rear axle and suspensions to remove corrosion treat and repaint black.

Price: \$ 803.00

- The bottom plate of the torque box will be evaluated for metal loss, if deemed to be within allowable tolerances it will be needled / sandblasted to remove corrosion, treated with a rust inhibitor, and repainted before being reinstalled.

If torque box bottom plate is corroded past the point of being fit for service, it will need to be cut out, and a new plate welded in. No additional work will be conducted without approval from the customer

Price: \$ 3,868.00

- Outriggers will be removed from the torque box, sandblasted to remove corrosion, treated and repainted black before being reinstalled

Price: \$ 2,354.00

- Install new E Coated water tank cradle

Price: \$ 2,800.00

- Replace the driver and passenger side running board supports sub structures with new E-Coated supports.

Price: \$ 2,266.00

- Replace all body mounting substructures with new E-Coated body mounting substructures and mounting platforms, new biscuits and cage nuts.

Price: \$ 2,810.00

- Replace the pump panel side step treadplate with new

Price: \$ 227.00

- Front springs, ping and hangers will be removed and replaced with new

Price: \$ 812.00

- TAK-4 will be disassembled and the side plate assemble will be replaced with new due to corrosion.
Torque rods will be rewrapped or replaced
Additional corrosion will be needed
All components will be painted black before reassembly
A thorough inspection will be conducted on the TAK-4 system upon arrival. If additional issues are noted at that time or during disassembly the customer will be notified of recommended repairs before being conducted.

Price: \$ 3,875.00

- Replace fuel lines with new

Price: \$ 549.00

- Replace Battery Boxes with new

Price: \$ 470.00

- Replace power steering hoses with new

Price: \$ 357.00

- Replace transmission lines with new

Price: \$ 453.00

- Replace fuel tank, straps and sending unit with new

Price: \$ 944.00

Contractor shall warrant all workmanship and materials per limited warranty attached and incorporated into this agreement as Exhibit A.

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 services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

All work included in this Agreement shall begin as soon as practical after receiving a notice to proceed from the City. City will transport the fire department's apparatus to Pierce Manufacturing for refurbishment or repair.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's quoted prices set forth in the scope of services section above for a total amount of Thirty-Eight Thousand Eight Hundred Ninety-Three Dollars (\$38,893.00). In the event additional work is required that cannot be determined until further inspection of the equipment. The additional work shall be approved in writing in advance and shall in no event exceed a total cost of Six Thousand One Hundred Seven Dollars (\$6,107.00).

Payment 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 / services 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 / services, 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 coverage.

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

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Workers Compensation & Employer's Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate

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

FORCE MAJEURE

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

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

BREACH

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement 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 / services, completion of work / services 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:

Pierce Manufacturing, Inc.
816 Commercial Ave
Weyauwega, WI 54983

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

- A. 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.
- B. 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.
- C. 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**

Pierce Manufacturing, Inc.

Jeremy P. Stutsman, Mayor

Signature

Mary Nichols, Member

Printed Name

Michael Landis, Member

Title

Date: _____



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Goshen Board of Public Works
From: Mark Brinson
Subject: Interfaith Hospitality Network Grant Agreement
Date: November 5, 2020

Last winter, the City of Goshen provided grant funding to the Goshen Interfaith Hospitality Network to support the operation of a warming shelter for homeless individuals in Goshen. In partnership with several local non-profit agencies and community volunteers, Interfaith will again operate a shelter through the winter months. However, the shelter will be moving to a new location, thanks to the generous donation of space from the New Life Church of Goshen.

Project Overview

A summary of the Warming Shelter is as follows:

- The shelter will provide overnight sleeping accommodations for un-sheltered single males from 7 pm to 7 am each night, beginning on December 1, 2020 and ending March 31, 2021.
- No guests will be admitted after 7 pm and no loitering will be permitted on the property.
- Private security officers will be on-site during all hours of operation.
- Volunteers representing several local agencies will be on-site to provide counseling and other support services.
- The shelter will be in a vacant building owned by New Life Church, located at 1101 Eisenhower Drive.
- The shelter is expected to serve between 20 and 30 individuals on a nightly basis.
- Transportation to and from the shelter will be available through the Interurban Trolley, which stops across the street from the shelter site.
- Guests will be screened for Covid-19 prior to admittance. Anyone with symptoms will be isolated and transported to the Covid-19 facility at the Faith Mission in Elkhart.
- In October, New Life Church was granted a Use Variance by the Goshen Board of Zoning Appeals to operate the shelter.

Funding Request

A number of services necessary to operate the shelter are being donated by various agencies. Donated services include:

- Donation of space, utility expenses and general maintenance.
- Daily cleaning and disinfecting.

- Transportation to Covid facility.
- General administrative support and project management
- Liability insurance coverage.

However, there are costs associated with the project that will require additional financial support. Goshen Interfaith is seeking a total of \$33,283 in grants to pay for security services and building improvements. Of this amount, Interfaith is requesting a grant from the City of Goshen in the amount of \$16,641.50 to help cover the anticipated budget deficit. Staff is recommending that the Board of Works approve the Grant Agreement that has been prepared by the Goshen Legal Department. The Mayor has identified funding in the 2020 Civil City budget that can cover the requested amount.

GRANT AGREEMENT

With The Goshen Interfaith Hospitality Network, Inc. For Operation of a Warming Shelter

This Grant Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("Goshen") and The Goshen Interfaith Hospitality Network, Inc. (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable Goshen to award a grant, in the amount of Sixteen Thousand Six Hundred Forty One and 50/100 Dollars (\$16,641.50), to the Grantee for eligible costs of the services or project described in Exhibit A attached to this Agreement and also incorporated fully by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to Goshen that it is statutorily eligible to receive these Grant funds and that the information set forth in its request for grant is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its request for grant.

B. The Grantee certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the plans and specifications contained in Exhibit A. Any modification of the Project from the description given in Exhibit A shall require prior written approval of Goshen.

B. The Grantee shall submit to Goshen written progress and financial reports until the completion of the Project. These reports shall contain such detail of progress and financing on the Project as is requested by Goshen.

4. Term. This Agreement commences on the date of execution of this Agreement by all parties, and shall remain in effect through March 31, 2021, or until the grant funds are expended, whichever is later.

5. Grant Funding.

A. Goshen shall fund this grant during its Term. The Project Budget is set forth within Exhibit A. The Grantee shall not make substantial modifications to any line item in the Project Budget without the prior written consent of Goshen, nor shall the Project costs funded by this Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of Goshen.

B. The disbursement of grant funds to the Grantee shall not be made until this Agreement has been fully approved by Goshen.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the grant funds is not prohibited by statute or regulation, and Goshen agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide Goshen with a reconciliation of those expenditures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by Goshen. Such claim must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds, or application of an in-kind match, by project budget line items.

C. Goshen may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to Goshen's determination that the Grantee's performance to date conforms to the Project as approved, notwithstanding any other provision of this Agreement.

D. Claims must be submitted with accompanying supportive documentation as requested by Goshen.

7. Project Monitoring by Goshen. Goshen may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to Goshen or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the terms and conditions of this Agreement and Exhibit A;

B. the actual expenditure of state, local and/or private funds expended to date on the Project, or application of an in-kind match, is in conformity with the amounts for each Budget line item as contained in Exhibit A and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to Goshen.

8. Audits and Maintenance of Records. Grantee may be required to submit to an audit of funds paid through this Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by Goshen or its authorized designee. Copies shall be furnished to Goshen at no cost.

9. Compliance with Laws.

A. Non-Discrimination - Pursuant to Indiana Code §22-9-1-10, Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

B. Anti-Nepotism - Grantee is aware of the provisions under Indiana Code 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and shall comply with such statute.

C. Investment Activity - Pursuant to Indiana Code 5-22-16.5, Grantee certifies that Grantee is not engaged in investment activities in Iran.

D. E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Grantee agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Grantee after the date of the Agreement through the E-Verify Program as defined in I.C. § 22-5-1.7-3; provided, however, Grantee is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Grantee further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

E. Telephone Solicitation Act Compliance - Grantee certifies that, except for *de minimis* and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Grantee will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. Grantee further certifies that any affiliate or principal of Grantee and any agent acting on behalf of Grantee or on behalf of any affiliate or principal of Grantee, except for *de minimis* and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

F. General Requirements - The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by Goshen and the Grantee to determine whether the provisions of this Agreement require formal modification.

G. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with Goshen.

H. The Grantee affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

10. Drug-Free Workplace Certification. The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to Goshen within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant, and/or debarment of grant opportunities with Goshen for up to three (3) years.

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to Goshen shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelman@goshencity.com

B. Notices to the Grantee shall be sent to:

The Goshen Interfaith Hospitality Network, Inc.
Attn: Mindy Morehead
502 N. Main Street,
Goshen, IN 46528
mindy@goshenihn.org

14. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) exhibits prepared by Goshen; and (4) exhibits prepared by Grantee.

15. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Agreement may be considered a material breach, and shall entitle Goshen to suspend grant payments, and suspend the Grantee's participation in Goshen grant programs until such time as all material breaches are cured to Goshen's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to Goshen all funds not spent in conformance with this Agreement.

16. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Agreement may be terminated, in whole or in part, by Goshen whenever, for any reason, Goshen determines that such termination is in the best interest of Goshen. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. Goshen will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

17. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Grantee attests, subject to the penalties for perjury, that the undersigned is the Grantee or a properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

18. No Waiver of Governmental Immunity. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

In Witness Whereof, Grantee and Goshen have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY:

CITY OF GOSHEN, INDIANA

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

THE GOSHEN INTERFAITH

HOSPITALITY NETWORK, INC.

By: _____

Name: _____

Title: _____

Date: _____



Interfaith
Hospitality
Network

502 N Main St., Goshen, IN 46528

Phone: 574-534-2300

Fax: 574-971-8463

mindy@goshenihn.org

www.goshenihn.org

Grant for Goshen City Warming Shelter

Goshen Interfaith is acting as the fiscal agent for the Goshen City Coalition as we are a 501c3 organization.

We will be operating a Warming Shelter out of the vacant building owned by New Life Christian Church located at 1101 Eisenhower Drive #5309, Goshen, IN. The Warming Shelter will be available for any male, under any circumstance as long as behavior can be good for the night. We plan to open the Shelter up on December 1, 2020 and run through March 31, 2020 and run it from 7 pm until 7 am each night. During this time NiteSource Security will have a security guard there making sure that we don't have men coming and going all night long and make sure we have no smoking or drug use on the premises. It will be up to the men to get transportation to and from via trolley since we have a stop directly across the street. On Sundays when the trolley does not run then Ross Swihart from Faith Mission will be providing transportation.

In the budget that is included you can see we have a one-time construction cost of \$13,825.00 and then the remainder of the fee is security. Goshen Interfaith is providing the administration fees and all the supplies that is needed for the warming shelter along with the cleaning disinfecting of it totaling approximately \$10,000. We have Salvation Army, Elkhart County Clubhouse, Hope House, Serve Now Inc, Faith Mission, and Oaklawn all donating approximately 40 hours to this at 2 or more hours per week to provide case management. Nuway has put in countless hours at this project so far, doing all applications for state, BZA, tech review and then reapplying for state and attending meetings and being there at the drop for us.

There is a lot of effort going into this by many organizations to help the unsheltered men in our community have a place to go. This will free up time at Goshen General Hospital ER as they won't be going there for warmth, it will take a load off of our local Police department and local businesses where the men are currently trying to sleep behind.

Any further questions please email me at mindygihn@gmail.com, call me at 574-534-2300 or on my cell at 574-253-3022.

Mindy Morehead

GIHN Executive Director

Goshen Interfaith Hospitality Network is a tax-exempt organization under Code Section 501(c)(3) of the Internal Revenue Service. Federal ID # 35-1969470

INCOME

Item	Amount
City of Goshen - Asking for \$16,641.50	
Community Foundation - Asking for \$16,641.50	
Nuway-Donation for IHN to use for Warming	\$4,500.00

EXPENSES

Item	Amount
New Life Building-Donating	\$0.00
Electric - Donated Expense by New Life	\$0.00
Mask - Donated by IHN	\$0.00
Hand Sanitizer - Donated by IHN	\$0.00
Mats, blankets and pillows - Donated by IHN	\$0.00
Totes for storage - left over from last year	\$0.00
Administrative Expenses - Donated by IHN	\$0.00
Cleaning Crew and Sanitation - Donated by IHN	\$0.00
Insurance for Warming Shelter - Donated by IHN	\$0.00
Construction of Wall - Nuway-One time expense	\$13,825.00
Security Guards for 7 pm -7 am nightly	\$23,958.00



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

November 9, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Acceptance of Easement at 1001 W. Pike Street

It is recommended that the Board accept the attached Easement from LB Goshen Holdings, LLC. This easement is for Goshen City utilities purposes at the northeast corner of West Pike Street and High Street.

Suggested Motion:

Move to accept the Easement for Goshen City utilities purposes from LB Goshen Holdings, LLC, and authorize the Mayor to execute the Acceptance.

EASEMENT

LB Goshen Holdings, LLC, an Indiana limited liability company (Grantor), grants to **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana (City), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for Zero Dollars and other good and valuable consideration, an easement over, across, and through the following described real estate situated in Elkhart County, State of Indiana, as depicted upon the drawing attached as Exhibit A.

A PART OF LOT NUMBERED 36 AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF WEST VIEW ADDITION TO THE CITY OF GOSHEN, ELKHART COUNTY, INDIANA; SAID PLAT BEING RECORDED IN DEED RECORD 97, PAGE 146, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, STATE OF INDIANA; SAID PART OF LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NUMBERED 36; THENCE NORTH 00 DEGREES 20 MINUTES 21 SECONDS EAST (ASSUMED) ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 15.00 FEET; THENCE SOUTH 44 DEGREES 35 MINUTES 33 SECONDS EAST, A DISTANCE OF 21.24 FEET TO A POINT LOCATED IN THE SOUTH LINE OF SAID LOT NUMBERED 36; THENCE NORTH 89 DEGREES 31 MINUTES 28 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ENCOMPASSING 113 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHT-OF-WAYS OF RECORD.

("Easement")

The Easement is part of the real estate more commonly known as 1001 West Pike Street, Goshen, Indiana, and part of Parcel Number 20-11-08-283-005.000-015. Grantor obtained title to the real estate by Corporate Warranty Deed dated January 3, 2020 and recorded January 28, 2020 in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2020-02107.

The Easement is granted to City for Goshen City utilities purposes. Grantor grants City access to the Easement for the purposes of installing, operating and maintaining a fire hydrant and other Goshen City utilities within the Easement.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

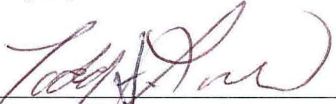
Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

The terms of this Easement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Easement on Nov 3, 2020.

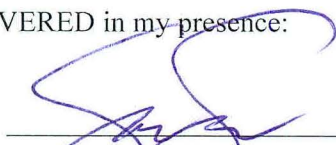
LB Goshen Holdings, LLC, an Indiana limited liability company

By: 

Printed: TODD LASSUS

Title: Member

EXECUTED and DELIVERED in my presence:

Witness Signature: 

Witness Printed Name: SAM SCHECKEL

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Grantor] Todd J. Lassus as MEMBER of **LB Goshen Holdings, LLC**, an Indiana limited liability company, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this 3rd day of Nov, 2020.



Lisa M Ganaway
Printed Name: Lisa M Ganaway
Notary Public of ALLEN County, Indiana
My Commission Expires: 11-16-2024
Commission Number: 693316

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness] SAM SCHENKEL, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by [Grantor] Todd J. Lassus as MEMBER of **LB Goshen Holdings, LLC**, an Indiana limited liability company in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this 3rd day of Nov, 2020.



Lisa M Ganaway
Printed Name: Lisa M Ganaway
Notary Public of ALLEN County, Indiana
My Commission Expires: 11-16-2024
Commission Number: 693316



2020.10.06 - Utility relocation Option 1

Round Inlet
Rim: 782.66'
I.E.: 779.59'S.
I.E.: 779.86'W.

Round Inlet
Rim: 782.51'
I.E.: 780.25'E.
I.E.: 780.36'W.

Curb Inlet
Rim: 783.85'
I.E.: 777.25'E.
I.E.: 777.85'W.

8' structure w/ Neenah R-3076 casting

Need to rework sidewalk to account for ADA ramp. May require radius and back of walk curb

Sanitary Manhole
Rim: 784.03'
I.E.: 777.38'E.
I.E.: 777.38'W.

High Street

8' CONC. (SEE CIVL.)

ACCESS DRIVE ON SITE DRIVE

41'-4" PROP CORNER TO ACCESS DRIVE

Proposed new fire hydrant

Fire Hydrant to be relocated by Goshen Utilities (T&M) C. 4' STONE

NEW WORK LAYED OUT PARALLEL TO SOUTH R. FROM S.W. CORNER

SEE INDOT/CIVIL PLANS

EXHIBIT A

ACCEPTANCE

The **City of Goshen, Indiana**, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from **LB Goshen Holdings, LLC**, an Indiana limited liability company and accepts the Easement on _____, 2020.

Jeremy P. Stutsman, Mayor

EXECUTED and DELIVERED in my presence:

Witness Signature: _____

Witness Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

Shannon Marks, Notary Public
Notary Public of Elkhart County, Indiana
My Commission Expires May 17, 2024
Commission Number: NP0685467

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness] _____, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this _____ day of _____, 2020.

Shannon Marks, Notary Public
Notary Public of Elkhart County, Indiana
My Commission Expires May 17, 2024
Commission Number: NP0685467

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).



**Engineering Department
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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF INDIANA AVENUE & HIGH STREET SHOULDER WORK
– PIKE STREET TO WILKINSON STREET – LASSUS FUEL &
CONVENIENCE (JN: 2019-2037)**

DATE: November 9, 2020

Lassus Brothers Oil, Inc. requests the Board of Works approve an extension for the closure of Indiana Avenue southbound and High Street northbound shoulders until November 20, 2020. This is due to the need to replace curb and pavement that is unacceptable for City Right-of-Way on the north side of the Indiana Avenue closure, as well as complete curb and street widening after relocation of a hydrant along the southern portion of the High Street closure.

Requested motion: Move to approve an extension of the closure of shoulders on Indiana Avenue and High Street, from US33/Pike Street to Wilkinson Street, until November 20, 2020.

ACCEPTED:

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

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



City Clerk-Treasurer
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8 November 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: 108-110 N. Main St. Sidewalk Restriction for Painting

Roger Nafziger contacted the City last week when the weather forecast indicated an exceptionally nice weekend coming up. Their painting contractor wanted to take advantage of the late-in-season opportunity to work on façade painting at 108-110 N. Main St. The work required sidewalk restrictions. Mr. Nafziger indicated that he had communicated with neighboring businesses, was aware of (and would avoid) a small under-sidewalk vault, and would maintain an open walkway during work. I consulted Mayor Stutsman and he indicated that under the circumstances the work could proceed in advance of Board of Works meeting.

Suggested motion: Approve use of the sidewalk at 108-110 N. Main St. for façade painting work Nov. 5-9, 2020.