

Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda 4:00 p.m., March 27, 2025

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 Gina Leichty

Approval of Minutes: None available

Approval of Agenda

- 1) Police Department presentation: Life Saving Award for Captain Austin Everage
- 2) Police Department presentation: Life Saving Award for Lieutenant Mark Clere and Officer Kyle Priem
- 3) Fire Department request: Approve the promotion of EMS Lieutenant Winston Lechlitner to the rank of EMS Captain, effective March 29, 2025
- 4) Fire Department request: Approve the promotion of Fire Sergeant Colton Cox to the rank of Fire Lieutenant, effective March 29, 2025
- 5) Fire Department request: Approve the promotion of James "Mike" White to the rank of EMS Lieutenant, effective March 29, 2025
- 6) Fire Department request: Approve the promotion of Firefighter Daniel Kurtz to the rank of Fire Sergeant, effective March 29, 2025
- 7) Fire Department request: Approve the resignation and retirement of EMS Captain Kit Castetter, effective March 29, 2025
- **8)** Police Department request: Accept the retirement of Officer Michael Johnson #88, along with his K-9 "Jetta," effective April 1, 2025
- 9) Police Department request: Accept the retirement of Officer Keith A. Miller #93, effective March 31, 2025



- **10)** Legal Department request: On behalf of the Board, approve the **Transit Services** Agreement with MACOG and authorize the Mayor Leichty to sign it, which will require the City to contribute \$62,000 in 2025 as local matching funds for this transit program
- 11) Legal Department request: Approve and authorize the Mayor to execute the attached agreements with Elkhart County Health Department awarding the City \$125,000 for the Mobile Integrated Health (MIH) program
- **12) Legal Department request:** Accept the **Easement at 200 Westwood Road** from Goshen Hospital Association, Inc., and authorize the Mayor to execute the Acceptance
- **13) Legal Department request:** Award \$22,900 contract for the **demolition of the unsafe building at 304 W. Oakridge Ave.** and the sealing and restoration of the connection between the building and the garage at 306 W. Oakridge Ave. to B & E Excavating, LLC
- **14) Legal Department request:** Approve the terms and conditions, and ratify the Mayor's execution of the Legal Services Agreement with Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, Cohen & Malad LLP, and Scott Yonover, P.C. in connection with **PFAS litigation**
- **15) Engineering Department request:** Approve the road **closure on Reliance Road**, between the south entrance to the Courthouse and Peddlers Village Road intersection, for the roadway and storm construction work from April 1 thru July 15, 2025
- **16)** Engineering Department request: Approve the closure of East Lincoln Avenue, from Rock Run Creek to just east of Olive Street, and Olive Street between Lincoln Avenue and Vinson Court, from April 7 until August 8, 2025
- 17) Engineering Department request: Approve the closure of Reynolds Street, from the railroad tracks to the west side of the intersection of 10th Street, April 1 to April 25, 2025
- **18)** Engineering Department request: Approve the temporary removal of the "No Truck" designation on **Blackport Drive**, starting April 7, 2025 until no later than November 21, 2025
- 19) Engineering Department request: Approve Agreement Amendment No. 1 with DLZ Indiana LLC for Wilden Avenue Reconstruction project's consultant services in the amount of \$77,980, making the full Agreement amount \$602,480
- **20)** Engineering Department request: Accept the bid by Davey Resource Group, Inc. for \$98,990 for the Wellington Ditch Logjam Removal project and approve the Mayor or their representative to sign the contract



- **21) Engineering Department request:** Approve the Construction Standard Details for Streets and Utilities as presented
- **22)** Engineering Department request: Approve and authorize the Board to execute the Agreement with Arco-Murray and Lag Realty LLC for the completion of the Hyundai dealership at 3202 Elkhart Road

CITY OF GOSHEN STORMWATER BOARD

4:00 p.m., March 27, 2024

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana Members: Mayor Leichty, Mike Landis and Mary Nichols

- 23) Accept the post-construction stormwater management plan for the Goshen Community Schools Baseball Softball Complex project
- **24) Accept the post-construction stormwater management plan** for the **Goshen High School New Alumni Plaza**
- **25) Accept the post-construction stormwater management plan** for the **Goshen Community Middle School Building Addition & Renovations**

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



Jose' D. Miller

Chief of Police

111 E Jefferson St

Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Gina Leichty Member Mike Landis Member Mary Nichols Member Barb Swartley Member Orv Myers

Date: Thursday, March 27, 2025

From: Ryan Adams, Patrol Division Chief

Reference: Life Saving Award for Captain Austin Everage 24GOS03638

The Goshen Police Department strives to recognize officers for their positive actions, with a focus on outstanding efforts in service to the community and their fellow officers.

I would like to bring to the attention of the Board of Works and Safety and to the Goshen Community the Life Saving actions of Captain Austin Everage on October 10, 2024.

Officers were notified of a person suffering a possible Fentanyl overdose. Captain Everage arrived to find the person lying on the ground outside displaying signs of the overdose. In that moment, Narcan was used by Captain Everage with no immediate effect. The individual remained unconscious, and signs of life had disappeared. Captain Everage began CPR and continued until Goshen Paramedics arrived to take over.

When Captain Everage spoke to the medics and doctor at the hospital, he learned the person had been without a pulse for a long time but was recovering from the incident. He learned later the person did in fact recover and was discharged from the hospital soon after.

At this time, I would like to present the Life Saving Award for actions which averted significant injury and/or saved the life of a person.

Ryan Adams #125 Patrol Division Chief Goshen City Police Department 111 E. Jefferson Street Goshen, IN. 46528

Telephone: (574) 533-8661 Hearing Impaired: (574) 533-1826 FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St

Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety Mayor Gina Leichty

Member Mike Landis Member Mary Nichols Member Barb Swartley Member Orv Myers

Date: Thursday, March 27, 2025

From: Ryan Adams, Patrol Division Chief

Reference: Life Saving Award for Lieutenant Mark Clere and Officer Kyle Priem

25GOS00226

The Goshen Police Department strives to recognize officers for their positive actions, with a focus on outstanding efforts in service to the community and their fellow officers.

I would like to bring to the attention of the Board of Works and Safety and to the Goshen Community the Life Saving actions of Liuetenant Mark Clere and Officer Kyle Priem on January 23, 2025.

Officers were notified of a person suffering a mental health crisis after a large amount of blood was discovered at a local factory restroom. The person had left the premises and their where abouts were unknown. Officer Kyle Priem was able to determine the potential presence of an ankle monitor on the person in crisis. Officer Priem's clear and quick action guided officers to locate the person in crisis quickly. The person was located in a place where they would not likely have been found during the crisis and when timing was essential to recovery.

Lieutenant Clere was decisive in action to quickly assess and render immediate aid. In that assessment, Lieutenant Clere applied a lifesaving tourniquet to a very severe injury on the victim. Once applied, Lieutenant Clere continued checking for more injuries while also leading fellow officers. After this event, Lt. Clere was quick to recognize the efforts of his peers and yet left out mention of his own life saving actions.

The extreme injury and loss of blood during this mental health crisis would not have been survivable for much longer without the quick locating and first aid given by these officers.

At this time, I would like to present the Life Saving Award for actions which averted significant injury and/or saved the life of a person.

Ryan Adams #125 Patrol Division Chief Goshen City Police Department 111 E. Jefferson Street Goshen, IN. 46528

Telephone: (574) 533-8661 Hearing Impaired: (574) 533-1826 FAX: (574) 533-1826



FIRE CHIEF CITY OF GOSHEN 209 N. 3rd Street Goshen, Indiana 46526 Phone (574) 537-3853

Cell (574) 596-0940 Fax (574) 533-7263

anthonypowell@goshencity.com

www.goshenindiana.org

March 20, 2025

To: Board of Works and Public Safety

RE: Promotion of Winston Lechlitner to EMS Captain

From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I am writing to formally request the promotion of EMS Lieutenant Winston Lechlitner to the rank of EMS Captain within the Goshen Fire Department, effective March 29, 2025.

Lieutenant Lechlitner has been a dedicated and highly skilled member of our department, demonstrating exceptional leadership, professionalism, and commitment to emergency medical services. His extensive knowledge, experience, and ability to mentor and lead others have made a significant impact on our EMS operations. His dedication to patient care, training, and operational efficiency makes him well-suited for this promotion.

I am confident that Lieutenant Lechlitner will continue to excel in his new role as EMS Captain and contribute to the continued success and advancement of our department. Therefore, I respectfully request your approval of his promotion.

Thank you for your time and consideration. Please feel free to reach out if any additional information is needed.

Sincerely,

Chief Anthony Powell Goshen Fire Department



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March 20, 2025

To: Board of Works and Public Safety

RE: Promotion of Colton Cox to Fire Lieutenant

From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request the promotion of Fire Sergeant Colton Cox to the rank of Fire Lieutenant within the Goshen Fire Department, effective March 29, 2025.

Sergeant Cox has been a dedicated member of the Goshen Fire Department for over seven years, consistently demonstrating outstanding leadership, professionalism, and commitment to public safety. Throughout his tenure, he has played a crucial role in our department's success, showing exceptional skills in emergency response, training, and mentorship. His work ethic and ability to perform under pressure make him a strong candidate for the role of Fire Lieutenant.

Given his experience and proven dedication to serving our community, I am confident that Sergeant Cox will excel in this new leadership role and continue to make a significant impact on our department. Therefore, I respectfully request your approval of his promotion.

Thank you for your time and consideration. Please feel free to reach out if any additional information is needed.

Sincerely,

Chief Anthony Powell Goshen Fire Department



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 $\underbrace{anthonypowell@goshencity.com}_{1}$

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March 20, 2025

To: Board of Works and Public Safety

RE: Promotion of James "Mike" White to EMS Lieutenant

From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I am writing to formally request the promotion of James "Mike" White to the rank of EMS Lieutenant within the Goshen Fire Department, effective March 29, 2025.

Mike White has been a dedicated and highly skilled member of our department, demonstrating outstanding professionalism, leadership, and commitment to emergency medical services. His expertise, strong work ethic, and ability to mentor and support his fellow team members have been invaluable to our department. His dedication to patient care, training, and operational excellence makes him a strong candidate for this promotion.

I am confident that Mike White will continue to excel in his new leadership role as EMS Lieutenant and further contribute to the success and efficiency of our EMS operations. Therefore, I respectfully request your approval of his promotion.

Thank you for your time and consideration. Please feel free to reach out if any additional information is needed.

Sincerely,

Chief Anthony Powell Goshen Fire Department



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<u>anthonypowell@goshencity.com</u> www.goshenindiana.org

March 20, 2025

To: Board of Works and Public Safety

RE: Promotion of Daniel Kurtz to Fire Sergeant

From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

Dear Members of the Goshen City Board of Works and Public Safety,

I respectfully request the promotion of Firefighter Daniel Kurtz to the rank of Fire Sergeant within the Goshen Fire Department, effective March 29, 2025.

Firefighter Kurtz has consistently demonstrated outstanding dedication, professionalism, and leadership potential throughout his service with our department. His strong work ethic, commitment to teamwork, and ability to perform under pressure make him an excellent candidate for this promotion. Additionally, his willingness to mentor and train fellow firefighters has greatly contributed to the overall effectiveness of our team.

I am confident that Firefighter Kurtz will excel in this new leadership role and continue to enhance the strength and professionalism of our department. Therefore, I respectfully request your approval of his promotion.

Thank you for your time and consideration. Please feel free to reach out if any additional information is needed.

Sincerely,

Chief Anthony Powell
Goshen Fire Department



FIRE CHIEF CITY OF GOSHEN 209 N. 3rd Street Goshen, Indiana 46526 Phone (574) 537-3853

Cell (574) 596-0940 Fax (574) 533-7263

 $\underline{anthonypowell@goshencity.com}$

www.goshenindiana.org

March 20, 2025

To: Board of Works and Public Safety

RE: Resignation and Retirement of EMS Captain Kit Castetter

From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

Dear Members of the Goshen Board of Works and Public Safety,

I am writing to formally request the approval of the resignation and retirement of EMS Captain Kit Castetter, effective March 29, 2025. Captain Castetter has dedicated over three decades of service to the Goshen Fire Department, having been a committed and valued member since 1990.

Throughout his career, Captain Castetter has demonstrated outstanding professionalism, leadership, and dedication to the department and the community. His contributions to emergency medical services and public safety have been invaluable, and his presence will be greatly missed.

We respectfully ask the Board to approve this request and extend our deepest gratitude to Captain Castetter for his many years of exemplary service.

Thank you for your time and consideration. Please let me know if any further information is required.

Sincerely,

Chief Anthony Powell
Goshen Fire Department



Jose' D. Miller

Chief of Police

111 E Jefferson St

Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: March 27th, 2025

From: Jose' Miller, Chief of Police

Reference: The Retirement of Officer Michael Johnson #88

I am requesting that the Board of Public Works and Safety accept the retirement of Officer Michael Johnson #88 along with his K-9 "Jetta" effective April 1st, 2025. Their last day working will be Monday March 31st, 2025.

Officer Johnson started his full-time career at the Goshen Police Department on July 3rd, 1987, giving this community thirty-seven (37) years and nine (9) months of service. Prior to working at Goshen Police Department, he worked for the Elkhart City Police Department. Officer Johnson served in the United States Marine Corps prior to working in law enforcement.

While at Goshen, Officer Johnson has worked in the Patrol Division and held supervisor rank. In addition to holding rank on the department he has served as a School Resource Officer and as a K-9 handler. Officer Johnson has dedicated his life to public service. He will be retiring from the police department to continue his public service as a Court Security Officer with the Elkhart County Sheriff's Office.

I would like to thank Officer Johnson for his many years of service and commitment to this department and our community. I wish him and Jetta the absolute best in their next chapter of life.

Respectfully,

Jose' Miller #116 Chief of Police Goshen City Police Department 111 E. Jefferson Street

Goshen, IN. 46528

Miller, Jose

From:

Johnson, Michael

Sent:

Monday, March 17, 2025 3:07 PM

To:

Miller, Jose; Adams, Ryan; Mora, Mario; Miller, Dave; Johnson, Aaron; Aldana, Manuel;

Mosher, Corey

Subject:

Retirement

Please consider this my official two-week notice. I have accepted a conditional offer of employment with the Elkhart County Sheriff's Office as a court security officer. I was just offered this today. My last day of employment with the city will be 03/31/2025. I am sorry for the short notice. Thank you all for your support during my 37 plus years as a Goshen Police Officer.

988

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Jose' D. Miller

Chief of Police

111 E Jefferson St

Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Gina Leichty Member Mike Landis Member Mary Nichols Member Barb Swartley Member Orv Myers

Date: March 27th, 2025

From: Jose' Miller, Chief of Police

Reference: The Retirement of Officer Keith A. Miller #93

I am requesting that the Board of Public Works and Safety accept the retirement of Officer Keith A. Miller #93 effective March 31st, 2025. His last day working will be March 30th, 2025.

Officer Miller started his full-time career at the Goshen Police Department on February 17th, 1989, giving this community over thirty-six (36) years of service.

While at Goshen, Officer Miller worked in numerous positions which included: evidence technician, department instructor certified through I.L.E.A., numerous supervisory ranks throughout the patrol division, and time as a Division Chief of Investigations. Officer Miller has dedicated his life to the profession of law enforcement. He has many years of experience that will truly be missed on the Goshen Police Department.

I would like to personally thank Officer Miller for his many years of service and commitment to this department and our community. I wish him the absolute best in his next chapter of life.

Respectfully,

Jose' Miller #116 Chief of Police Goshen City Police Department 111 E. Jefferson Street Goshen, IN. 46528



03/20/2025

José D. Miller
Chief of Police
111 E Jefferson St
Goshen, Indiana 46528

To the Goshen Board of Works,

Three years ago, after 33 years of service with the Goshen Police Department, I decided it was time to pull the trigger towards finalizing my retirement, and I entered PERF's DROP program. Suddenly, the last few days are approaching.

It has been an honor to serve the City of Goshen as a Goshen Police Officer for 36 years, and I thank the city and its residents for allowing me to do so. I also thank and greatly admire the GPD family that I love and will miss. I also thank many employees from other city departments that I have occasionally worked with over the years for their professionalism and goal of working together for the benefit of our city and citizens.

Reflecting the DROP agreement, my last day of employment with the Goshen Police Department is March 30, 2025. My first day of retirement is March 31, 2025.

Respectfully,

Keith A. Miller #93

WeA-Miller

Telephone: (574) 533-8661 FAX: (574) 533-1826 email: police@goshencity.com



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185 www.goshenindiana.org

March 27, 2025

To: Board of Public Works and Safety

From: Bodie J. Stegelmann, City Attorney

Subject: Transit Services Agreement with MACOG

Michiana Area Council of Governments ("MACOG") is the recipient of grant funds which are used to provide the Interurban Trolley and Interurban Trolley ADA Paratransit Services. The agreement with MACOG will require the City contribute \$62,000.00 in 2025 (same amount as previous years), as local matching funds to be used for this transit program administered by MACOG.

<u>Suggested Motion</u>: Move to approve the Transit Services Agreement with MACOG and authorize Mayor Leichty to sign on behalf of the Board of Public Works and Safety.

Transit Services Agreement

This Agreement is made by and between the City of Goshen, Indiana (hereinafter known as the "City"), and the Michiana Area Council of Governments (hereinafter referred to as "MACOG"),

WITNESSETH THAT:

- 1. WHEREAS, the City, realizing that a need exists for a usable form of transportation services to certain targeted segments and the general population, desires to address said need in the form of a fixed-route bus system known as The Interurban Trolley and Interurban Trolley Access ADA Paratransit Services (hereinafter referred to as the "Program").
- 2. WHEREAS, MACOG is, under certain terms and conditions, willing to perform and administer the Program of Projects as described within the FTA Section 5307 grant. Federal Transit Administration (FTA) programs are shown in the Catalog of Federal Domestic Assistance under Section 20.500.
- 3. WHEREAS, as part of the City's participation in public transit, it is required to perform certain duties and obligations which it desires MACOG to perform and administer, and,

NOW THEREFORE, the parties agree as follows:

- 1. That MACOG is the recipient of grants from the Indiana Department of Transportation (INDOT) and from the Federal Transit Administration (FTA). The City agrees that said funds shall be used expressly for the purpose of the Program's administration, operation, and capital equipment needs as outlined in the annual Elkhart-Goshen Urbanized Area Program of Projects.
- 2. That the City shall make available to MACOG \$62,000 (Sixty-Two Thousand Dollars) in local matching funds for the express purposes stated above for the period January 1, 2025, through December 31, 2025.
- 3. That the City shall comply with all requirements prescribed by the Federal Transit Administration (FTA) and the Indiana Department of Transportation (INDOT) under the Program, to be administered by MACOG, including, but not limited to the signing and execution of all documents, applications, reports, and the like.
- 4. MACOG shall administer the Program pursuant to the terms of the grant agreement between MACOG and the State of Indiana, and the Section 5307 grant between MACOG and FTA.

Transit Services Agreement

- 5. The City hereby designates MACOG as the administering agency for the purpose of FTA and INDOT, including but not limited to the authority to deal directly with all persons, contract agencies, and grantors for the purpose of providing the Program of Projects for the Elkhart-Goshen Urbanized Area.
- 6. MACOG shall maintain books and records as required by FTA and INDOT as desirable for the administration of said grants and the same shall be available for inspection to the City at any time upon request.
- 7. MACOG shall be responsible for meeting all audit requirements and other bookkeeping standards prescribed of any Federal or State Agency under which FTA or INDOT is conducted.
- 8. The City and MACOG agree that neither incurs any liability for the actions of the other in conjunction with the performance of the duties hereunder.
- 9. MACOG shall contract with qualified transportation providers as required to fulfill and execute the Program.

EXECUTED by:

City of Goshen, Indiana	Michiana Area Council of Governments		
By: Gina Leichty, Mayor	By: James Turnwald, Executive Director		
Date:/	Date: 1 / 27 / 25		



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185 www.goshenindiana.org

March 27, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Grant Funding Agreement and Date Share Agreement with Elkhart County Health

Department for the Mobile Integrated Health Program.

Goshen Fire Department was selected to be a recipient for a \$125,000 grant from the Elkhart County Health Department to aid in starting the City's Mobile Integrated Health Program project. The last step before release of these funds to the City is the execution of the Grant Funding Agreement and the Data Sharing Agreement.

It is recommended that the Board approve and authorize the Mayor to execute the attached agreements with Elkhart County Health Department awarding the City \$125,000 for the Mobile Integrated Health (MIH) program.

Suggested Motion:

Approve and authorize the Mayor to execute the Grant Funding Agreement and the Data Sharing Agreement with Elkhart County Health Department awarding the City \$125,000 for the Mobile Integrated Health (MIH) program.

GRANT FUNDING AGREEMENT

Mobile Integrated Health Program

Elkhart County Health Department

This Grant Funding Agreement ("Agreement") is made and entered into effective,
2025 ("Effective Date") by and between the Elkhart County Health Department ("Elkhart
County") and The City of Goshen ("Grantee"), specifically for its Mobile Integrated Health (MIH
program.

RECITALS

- A. Elkhart County addresses the public health concerns of Elkhart County, Indiana.
- B. Funds have been allocated to Elkhart County pursuant to **IC 16-46-10-2.2** to accomplish specific purposes, which are addressed by the Project outlined in **Exhibit A** ("Project").
- C. Grantee is a Not-For-Profit entity or local government entity capable of entering into this Agreement under Indiana law.
- D. Grantee operates or will operate the Project in Elkhart County, Indiana.
- E. Grantee needs additional funding to provide the services outlined in **Exhibit A**.
- F. Elkhart County may offer Grantee funding for the Project at Elkhart County's discretion so long as Grantee can meet the requirements of **IC 16-46-10-2.2** and this Agreement.

Elkhart County and Grantee therefore agree as follows:

1. Terms and Conditions

The terms and conditions of this Agreement are contained in **IC 16-46-10-2.2**, this Agreement, and the accompanying exhibits. To the extent any conflict exists, the following order of priority will control:

- 1. IC 16-46-10-2.2
- 2. This Agreement
- 3. Exhibits to this Agreement

Both Elkhart County and Grantee know the terms and conditions associated with IC 16-46-10-2.2 funding and commit to abiding by those conditions.

2. Funding Source Identification (as applicable, the "Funding Agent")

a. Federal Funds: [n/a]

b. State Funds:

Entity/Agency Name: State of Indiana
 Program Name: Health First Indiana

3. Representations and Warranties of the Grantee

- **a.** Grantee expressly represents and warrants to Elkhart County that it is statutorily eligible to receive the funds described in this Agreement and, if applicable, that the use of such funds under this Agreement will qualify Elkhart County for reimbursement from the Funding Agent under **IC 16-46-10-2.2**. The Grantee expressly agrees to promptly repay all funds paid to it, and fees issued against Elkhart County, under this Agreement should it be determined that either it was ineligible to receive the funds or upon any event that causes Elkhart County to not receive reimbursement for such funds or be required to repay such funds to the Funding Agent.
- **b.** 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 or 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.
- **c.** Grantee certifies that it has verified the suspension and debarment status for all approved subcontractors receiving funds under this Grant Agreement and will be solely responsible for recoupments or penalties that might arise from non-compliance. Grantee will immediately notify Elkhart County if any subcontractor becomes debarred or suspended, and will, at Elkhart County's request, take all steps required by Elkhart County to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

4. Funds

Any funds received by Grantee under this Agreement must be used exclusively in accordance with the provisions contained in this Agreement. Additionally, any funds received by Grantee pursuant to this Agreement must be used only as specifically described in **Exhibit A** and for no other purpose. The funds provided under the Grant are to be used to supplement and not supplant any other grants received by Grantee made for the same purpose.

5. Payment

- **a.** The total grant amount of **\$125,000** will be provided to Grantee in one lump sum upon execution of this Agreement.
- **b.** Grantee is expected to utilize the funds strictly in accordance with the budget outlined in the program proposal (**Exhibit A**).
- **c.** Grantee must submit monthly expense reports detailing the use of the grant funds, including receipts and proof of expenditures upon request of the Grantor. These reports must be submitted to Elkhart County within 20 calendar days following the end of each month in which they are requested. Elkhart County reserves the right to request additional documentation as necessary to verify the appropriate use of funds.
- **d.** The disbursement of funds does not relieve Grantee of the obligation to provide detailed financial reporting. Failure to submit the required reports or to use the funds as outlined in **Exhibit A** may result in Elkhart County requiring the repayment of funds or terminating the Agreement.

6. Project Reports

Grantee must submit to Elkhart County written progress reports throughout its participation in the Project. A progress report must be submitted within 5 business days of any request made by Elkhart County and must be submitted at least monthly. The progress report must contain a detailed description of all progress or performance on Grantee's efforts to fulfill the Project and Agreement requirements as requested by Elkhart County under this Agreement or by the State of Indiana (where applicable).

7. Project Monitoring by Elkhart County

Elkhart County may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to 90 days after it expires or is otherwise terminated. Grantee must extend full cooperation and give full access to the Project site and any relevant documentation to the Funding Agent, Elkhart County, any other applicable governmental entity, or their respective authorized designees for the purpose of confirming compliance with this Agreement.

8. Compliance and Maintenance of Records

- **a.** Grantee will permit Elkhart County, any other applicable governmental entity, the Funding Agent or their respective agents or designees to perform any audit procedures necessary to meet the requirements of the federal statutes and regulations as a result of receiving the funds under this Agreement. Grantee will 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 Elkhart County, the State, or the federal government or its respective authorized designee. Copies must be furnished to the requisite party at no cost.
- **b.** As a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, if applicable, Grantee knows its obligations regarding a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- **c.** Grantee warrants that the Grantee and any approved contractors performing work in connection with the Project will obtain and maintain all required permits, licenses, registrations, and approvals necessary to perform services on the Project. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination.
- **d.** Grantee must provide verification that neither it, nor any of its employees, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement or participating in the Grant by any federal agency or by any department, agency, or political subdivision of the State. Grantee will further comply with all applicable international, federal, state, and local laws, regulations, and requirements including recordkeeping and reporting requirements with respect to the services provided for the Project. This includes compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and all other federal and state statutes related to the protection and reporting of health information.

9. Drug-Free Workplace Certification

Grantee further covenants that it will provide and maintain a drug-free workplace. Grantee must give written notice to Elkhart County within 5 days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. Grantee will meet the requirements for providing a drug-free workplace as set forth in the Grant including, but not limited to, publishing statements, establishing awareness programs, notifying employees, and taking other actions set forth therein.

10. Third-Party Contract Provisions

Grantee and, if applicable, its contractors must comply with all applicable federal, state, and private grant/contract provisions attached as **Exhibit C** to this Agreement.

11. Funding Cancellation

This Agreement will automatically be terminated upon Elkhart County making a written determination that grant funds are not appropriated or otherwise available in Elkhart County to support continuation of performance of this Agreement or upon any other action or activity that prevents Elkhart County from receiving, and being authorized to keep, the anticipated reimbursement for funds paid under this Agreement.

12. Relationship of Parties

It is understood and agreed between the parties that Grantee is exclusively a grant participant and is not otherwise a part of or affiliated with Elkhart County. No agent, employee, or servant of Elkhart County or Grantee is or will be deemed to be the employee, agent, or servant of the other party. None of the benefits provided by Elkhart County or Grantee to their respective employees, including, but not limited to, workmen's compensation insurance, unemployment insurance, and benefits, are available to the employees, agents, or servants of the other party. In no event will Elkhart County be responsible or liable for any debts, liabilities, or other obligations of Grantee.

13. Construction and Applicable Law

This Agreement will be construed so as to be valid and enforceable. Each provision of this Agreement will be construed as separate. If any part of it is held invalid for any reason, the remainder will continue in full force and effect. This Agreement is governed by and will be construed in accordance with the laws of the State of Indiana without regard to conflict of law principles.

14. Duration

This Agreement is effective on _______, 2025, and will terminate on **December** 31st, 2025, unless otherwise terminated early by Elkhart County. Elkhart County may terminate this Agreement without advance notice, in whole or in part, for any reason, including upon

determination that such termination is in the best interest of Elkhart County. This Agreement will automatically terminate if any of the following occur:

- 1. Grantee's business entity ceases to exist;
- 2. Grantee becomes insolvent:
- 3. Grantee makes a general assignment for the benefit of creditors;
- 4. Grantee becomes subject to an "order of relief" within the meaning of the United States Bankruptcy Code;
- 5. Grantee applies to a court for the appointment of a receiver for any assets or properties; or
- 6. Grantee makes a fraudulent misrepresentation that is material to this Agreement.

15. Notice

Any notices required by this Agreement will be given to the parties in person or at their respective mailing addresses hereinafter stated, which notices will be given by Certified Mail, Return Receipt Requested, and any such notice will be effective upon deposit in United States Postal Service with proper postage prepaid, as follows:

ELKHART COUNTY:

Elkhart County Health Department Attn: Health Officer 608 Oakland Ave. Elkhart, Indiana 46516

With a required copy to: Yoder Ainlay Ulmer & Buckingham, LLP Attn: Adrian D. Bottomley 130 N. Main St. Goshen, Indiana 46526

GRANTEE:

City of Goshen Attn: Andrew Priem (Fire Dept), Shane McKerchie (Police Dept) 209 N 3rd St Goshen, Indiana 46526

16. Indemnification and Insurance

Grantee agrees to defend, indemnify, and save harmless the County of Elkhart, Indiana and its elected officials, officers, appointees, employees, agents and representatives from any and all claims, demands, actions, and causes of action of any nature whatsoever which may arise from or be attributable to Grantee's, or any of its subcontractor's, performance, non-performance, breach, or violation of this Agreement or which may arise from or be attributable to the actions or omissions of Grantee's, or any of its subcontractor's, employees, agents, and representatives. Grantee will obtain comprehensive commercial liability insurance in a minimum amount of \$1,000,000, which insurance must name Elkhart County as an additional insured. Grantee warrants that it will maintain such liability insurance in effect during the term of this Agreement and maintain a current Certificate of such insurance in favor of Elkhart County during the term of this Agreement.

17. Non-Discrimination

Pursuant to **Indiana Code § 22-9-1-10**, Grantee and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this 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, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Pursuant to **Indiana Code § 22-9-10-9**, Grantee and its subcontractors, if any, will not discriminate against any applicant for employment to be employed in the performance of this Agreement because of their status as a veteran.

18. HIPAA Acknowledgment

If this Grant Agreement involves services, activities or products subject to HIPAA, the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and will comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

19. State Law Certifications

a. Grantee is aware of the provisions under **Indiana Code § 36-1-21 et seq.** with respect to anti-nepotism in contractual relationships with governmental entities. Grantee certifies that none of the owners of Grantee is a relative of any elected County Commissioner or County Council Member of Elkhart County.

b. Pursuant to **Indiana Code § 5-22-16.5 et seq.**, Grantee certifies that Grantee is not engaged in investment activities in Iran.

20. E-Verify Program

Pursuant to **Indiana Code § 22-5-1.7-11**, Grantee agrees to and will enroll in and verify the work eligibility status of all newly hired employees of Grantee after the date of this Agreement through the E-Verify Program as defined in **Indiana Code § 22-5-1.7-3**; provided, however, Grantee is not required to verify the work eligibility status of all newly hired employees 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.

21. Telephone Solicitation Act Compliance

Grantee certifies that, except for de minimis and non-systematic violations, it has not violated the terms of Indiana Code § 24-4.7 et seq., Indiana Code § 24-5-12 et seq., or Indiana Code § 24-5-14 et seq. in the previous 365 days, even if Indiana Code § 24-4.7 et seq. is preempted by federal law, and that Grantee will not violate the terms of Indiana Code § 24-4.7 et seq. for the duration of the Agreement, even if 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 Indiana Code § 24-4.7 et seq. in the previous 365 days, even if preempted by federal law, and will not violate the terms of Indiana Code § 24-4.7 et seq. for the duration of the Agreement.

22. Modification

No change, modification, or waiver of any term of this Agreement will be valid unless it is in writing and signed by both Elkhart County and Grantee.

23. Attorney Fees

In the event Elkhart County is required to retain legal counsel as a result of any breach of this Agreement, Elkhart County will be entitled to reasonable attorneys' fees, costs, and expenses incurred. The preceding sentence is intended to be severable from the other provisions of this Agreement and to survive any judgment and, to the maximum extent permitted by law, will not be deemed merged into such judgment.

24. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes all prior discussions, negotiations, proposals, understandings, and agreements regarding Grantee's participation in the Project and Grant under this Agreement.

25. Applicable Law, Jurisdiction, and Exclusive Venue

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Indiana without regard to conflict of law principles. Elkhart County and Grantee agree that all suits, actions or proceedings arising out of or relating to this Agreement may only be filed and maintained in a state court in Elkhart County, Indiana. Elkhart County and Grantee hereby consent and submit to the jurisdiction of said courts and hereby waive any right to transfer or change venue or to claim any such proceeding has been brought in an improper or inconvenient forum.

26. Counterparts, Fax and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all such counterparts will constitute a single instrument. Elkhart County and Grantee agree that a fax or electronic signature of a party hereto will be deemed to be as legally effective and binding as a signed original; provided, however, any party providing a fax or electronic signature hereof will be required to promptly forward a signed original to any requesting party.

27. Severability

Each of the provisions contained in this Agreement and words contained within such provisions will be severable, and the unenforceability of one will not affect the enforceability of any others or of the remainder of this Agreement.

28. Headings

The headings of the sections and subsections of this Agreement are inserted for convenience only and will not be deemed to constitute a part hereof.

29. Binding Effect

This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Grantee will not assign this Agreement without the prior signed written consent of Elkhart County.

EXHIBIT A: Program

Exhibit A sets forth the scope and essential obligations of the Program that the Grantee proposes and is obligated to perform under this Agreement. By executing this Agreement, the Grantee expressly agrees to implement the Program as described in this Exhibit A and to comply fully with all requirements, deliverables, and timelines therein.

1. Scope of Work

Program Title: Mobile Integrated Health (MIH) - City of Goshen

Overview of Activities:

- Operate a three-member MIH team—a paramedic, police officer, and social worker—to address mental health crises, chronic disease management, and maternal and child health needs in underserved communities.
- Enhance crisis response by providing specialized training in de-escalation and crisis intervention.
- Deliver proactive follow-up services to frequent users of emergency services, ensuring medication adherence, referrals to social services, and education on chronic disease management.
- Coordinate with community partners (including doulas, maternal health, mental health, social services, and more) to bridge gaps in healthcare delivery, ultimately reducing hospital visits, avoiding incarceration for mental health crises, and improving maternal and infant outcomes.

2. Community Needs Alignment

- Addresses Mental Health Issues through specialized crisis response, prevention, and interventions.
- Tackles Chronic Disease Rates by delivering targeted in-home assessments and follow-up services to reduce hospitalizations and improve health literacy.
- Improves **Maternal and Child Health Outcomes** via direct support services, increased prenatal access, safe sleep education, and reduction of infant mortality risk factors.

3. Fiscal Reporting (upon request of the Grantor)

• Grantee will provide any additional fiscal or budgetary documentation as requested by the Grantor (Elkhart County Health Department) during the course of the program.

4. Health First Indiana Reporting (Monthly)

• Frequency: Monthly

• Reporting Body: State of Indiana (Health First Indiana)

Requirements: Grantee must provide monthly program progress updates, financia usage reports, and outcome data as required by the State of Indiana Health First In Program guidelines.					

EXHIBIT B: Covered Expenses

The grantee agrees to abide by the following conditions in the expenditure of allotted funds:

Acceptable Expenses:

- Costs associated with a dedicated Advanced Life Support vehicle for MIH team responses.
- Medical equipment necessary for comprehensive in-home and on-site screenings (e.g., for chronic disease monitoring, maternal health check-ups).
- 3. Expenses related to software and reporting systems used to coordinate referrals and track outcome metrics.
- 4. Supplementary supplies essential for in-field crisis intervention, patient education, and maternal/child health support.

Unacceptable Expenses:

- 1. Supplanting or replacing current public or private funding.
- 2. Supplanting ongoing or usual activities.
- 3. Purchasing or improving land or buildings.
- 4. Reimbursing pre-award costs.
- 5. Fundraising, political education, or lobbying activities.
- 6. Replacing or repairing existing buildings or equipment due to depreciation.
- Entertainment, food (except for program-related activities), interest, fines, penalties, fees
 for health services, bad debts, contingency funds, executive expenses, accounting
 expenses for government agencies, legal fees, and unapproved travel.

Grantee shall not expend funds on the following:

- a. To supplant or replace current public or private funding;
- b. To supplant ongoing or usual activities of any organization involved in the project;
- c. To purchase or improve land, or to purchase, construct, or make permanent improvements to any building;
- d. To reimburse pre-award costs;
- e. To support planning efforts and other activities associated with the program or application;
- f. For fundraising, political education, or lobbying activities;
- g. Replace or repair existing buildings or equipment due to depreciation;
- h. Contributions, gifts, donations;
- i. Entertainment, food;
- j. Interest and other financial costs;
- k. Fines and penalties;
- I. Fees for health services;
- m. Bad debts:
- n. Contingency funds;

- o. Executive expenses (e.g., car rental, car phone, entertainment);
- p. Accounting expenses for government agencies;
- q. Legal fees;
- r. Equipment;
- s. Unapproved travel;
- t. Out-of-state training that could reasonably be done in-state or virtually.

EXHIBIT C: Specific Funding Requirements

1. Reports

Grantee must submit progress reports detailing activities, outcomes, and any issues encountered in the implementation of the program at the request of the Elkhart County Health Department.

2. Financial Statements

Grantee must submit financial statements detailing the use of the funds, including receipts and proof of expenditures, at the request of the Elkhart County Health Department.

3. Meeting Minutes

Grantee must provide minutes from relevant staff meetings and community outreach sessions, including attendance records, discussion points, and action items, at the request of the Elkhart County Health Department.

4. Annual Reports

Grantee must submit an annual report summarizing overall program progress, including data on relevant outcomes, at the request of the Elkhart County Health Department.

5. Compliance Documentation

Grantee must provide documentation proving compliance with all applicable laws and regulations at the request of the Elkhart County Health Department.

6. Audit Reports

Grantee must submit the results of any audits conducted on the program at the request of the Elkhart County Health Department.

7. Staffing Updates

Grantee must notify the Elkhart County Health Department of any changes in key personnel involved in the program at the request of the Elkhart County Health Department.

8. Training and Technical Assistance

Grantee must participate in required training sessions or technical assistance programs if applicable, at the request of the Elkhart County Health Department.

9. Outcome Measures

Monthly, Grantee must report on specific outcome measures related to the program, as outlined in **Exhibit A** (e.g., number of crises resolved, hospital admission rates, maternal/child health indicators, and success stories in preventing incarcerations for mental health crises).

10. Evaluation Plan

Grantee must collaborate with the Elkhart County Health Department to develop and implement a comprehensive evaluation plan at the request of the Elkhart County Health Department.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, with the undersigned signatories of Elkhart County and Grantee each certifying that he/she has been and is properly authorized on behalf of Elkhart County and Grantee respectively to execute and deliver this Agreement.

GRANTEE: The City of Goshen	
Signature:	_
Name/Title:	_
Date:	_
ELKHART COUNTY: Elkhart County Health Department	
Signature:	
Name/Title:	
Date:	

DATA SHARING AGREEMENT

This **Data Sharing Agreement** ("**Agreement**") is entered into by and between **the Undersigned** (hereinafter, the "**Data Provider**") and the **Elkhart County Health Department**(hereinafter, the "**Recipient**"), collectively referred to as the "**Parties**."

1. Definitions

1.1 "Agreement"

Refers to this Data Sharing Agreement, including any amendments, exhibits, or addenda.

1.2 "Data"

Includes all case-level, population-level, and programmatic data provided or made available by the Data Provider to the Recipient under this Agreement.

1.3 "De-Identified Data"

Refers to Data that has been stripped of personal identifiers or modified so that the risk of re-identification of individuals is minimized, in compliance with all applicable privacy regulations.

1.4 "Confidential Information"

Includes any information, including Data, that is designated as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential.

1.5 "Authorized Individuals"

Means persons who have a legitimate business need, within the scope of the purposes defined in this Agreement, to access the Data for the Recipient.

1.6 "Breach"

An incident that results in the confirmed unauthorized acquisition, access, use, or disclosure of Data, or any other event that triggers an obligation under applicable law to notify any individual or government authority.

2. Purpose

2.1 Purpose of Agreement

The purpose of this Agreement is to enable the sharing of case-level, population-level, and programmatic Data between the Data Provider and the Recipient to support public health activities. The Data may be utilized to:

- Conduct disease surveillance and epidemiological research.
- Measure the effectiveness and impact of public health programs.
- Monitor health trends within the Elkhart County population.
- Address other relevant public health issues.

- Evaluate and improve health programs and services.
- Support the Elkhart County Health Department's mission to monitor and enhance public health.

3. Data to Be Shared

3.1 Scope of Data

- Case-Level Data: Individual data on reported cases of diseases or health conditions, including demographic information, clinical details, and outcomes.
- **Population-Level Data**: Aggregated or De-Identified Data providing information on the health status, behaviors, and outcomes of populations within Elkhart County.
- **Programmatic Data**: Data relating to the success, impact, and outcomes of public health programs.

3.2 Elkhart County-Supported Programs

Includes Data from programs supported by Elkhart County, used to monitor the success, impact, and outcomes of these programs.

3.3 Other Public Health Programs

Includes Data from other public health programs not directly supported by Elkhart County but relevant to public health objectives, as requested by the Recipient to fulfill its mission.

4. Data Use and Confidentiality

4.1 Permitted Use

The Data provided under this Agreement shall be used solely for the purposes outlined in **Section 2**. Any other use requires prior written consent from the Data Provider.

4.2 Confidentiality Obligations

The Recipient agrees to maintain the confidentiality of the Data and implement safeguards to prevent unauthorized access, use, or disclosure. The Recipient shall comply with all applicable federal, state, and local laws and regulations regarding the protection of confidential information.

4.3 Data De-Identification

The Data Provider shall De-Identify Data as much as possible while still meeting the public health and research objectives. Any Data that cannot be de-identified will be clearly marked and handled with heightened confidentiality.

4.4 Third-Party Access

If the Recipient needs to share Data with third parties or subcontractors for public health-related purposes, such third parties shall be bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. The Recipient shall remain fully responsible for any unauthorized use or disclosure by such third parties.

5. Compliance with Applicable Laws

5.1 Regulatory Compliance

Both Parties agree to comply with all applicable laws, rules, and regulations governing the Data, including but not limited to federal, state, and local public health and privacy laws (e.g., HIPAA, if applicable).

5.2 Research Review (If Applicable)

If the use of the Data for research purposes triggers review by an Institutional Review Board (IRB) or similar ethics committee, the Recipient agrees to secure any necessary approvals before proceeding.

6. Data Security

6.1 **Security Measures**

The Recipient shall implement and maintain appropriate technical, administrative, and physical safeguards to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

6.2 Access Control

Access to the Data shall be limited to Authorized Individuals who need it to perform the activities described in **Section 2**. All individuals with access to the Data shall be bound by confidentiality obligations.

7. Data Sharing Procedures

7.1 Data Transfer

The Data Provider shall transfer the Data to the Recipient securely, using encryption or other agreed-upon secure methods.

7.2 Data Format

The Data shall be provided in a format agreed upon by the Parties, ensuring compatibility with the Recipient's data systems.

7.3 **Data Retention**

The Recipient shall retain the Data only as long as necessary to fulfill the purposes outlined in **Section 2**. Upon completion of these purposes or termination of this Agreement, the Recipient shall securely destroy or return the Data to the Data Provider as directed. The Recipient may be required to certify in writing that such destruction or return has been carried out.

8. Breach Notification

In the event of any actual or suspected Breach involving the Data, the Recipient shall notify the Data Provider in writing as promptly as possible, and in any event no later than [48/72] hours after becoming aware of the Breach. Such notification shall include:

- A description of the nature of the Breach.
- The types of Data affected.
- The steps taken to mitigate the effects of the Breach.
- The corrective actions taken or to be taken to prevent further Breaches.

9. Rights and Responsibilities

9.1 Ownership of Data

The Data Provider retains all rights, title, and interest in and to the Data. Nothing in this Agreement shall be construed to convey any license or right to the Recipient beyond what is expressly stated.

9.2 Accuracy of Data

The Data Provider makes reasonable efforts to ensure the accuracy of the Data but provides it "as is" without warranty or representation as to completeness, fitness for a particular purpose, or otherwise.

10. Liability, Indemnification, and Disclaimer of Warranties

10.1 Liability

Neither Party shall be liable for any indirect, incidental, or consequential damages arising out of or related to this Agreement.

10.2 Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, actions, damages, losses, and expenses (including reasonable attorneys' fees) resulting from the indemnifying Party's negligence or willful misconduct in performing its obligations under this Agreement.

10.3 Disclaimer of Warranties

Except as specifically set forth in this Agreement, the Data is provided on an "as is" basis with no warranties whatsoever, whether express or implied.

11. Term and Termination

11.1 Term

This Agreement shall be effective as of the date of the last signature on this document and shall continue until terminated as set forth in **Section 11.2**.

11.2 Termination

Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party. In the event of termination, the Recipient shall cease using the Data and comply with the data retention provisions in **Section 7.3**.

12. Miscellaneous

12.1 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the **State of Indiana**. Any disputes arising hereunder shall be resolved in the courts located in **Elkhart County, Indiana**, and the Parties hereby consent to such jurisdiction.

12.2 Entire Agreement

This Agreement, including any attached exhibits or addenda, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior or contemporaneous understandings.

12.3 Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both Parties.

12.4 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.5 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and does not create any rights in favor of any third party.

SIGNATURES

Data Provider (The Undersigned)

Signature:
Name:
Title:
Organization:
Date:
Recipient (Elkhart County Health Department
Signature:
Name:
Title:
Organization: Elkhart County Health Department



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185 www.goshenindiana.org

March 27, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Acceptance of Easement at 200 Westwood Road

It is recommended that the Board accept the attached Easement from Goshen Hospital Association, Inc. This easement, which is part of the real estate at 200 Westwood Road, is for Goshen City utility purposes, and to accommodate a public sewer main located in the easement since 1964. The easement area is depicted in Exhibit B of the attached Easement.

Suggested Motion:

Move to accept the Easement at 200 Westwood Road from Goshen Hospital Association, Inc., and authorize the Mayor to execute the Acceptance.

EASEMENT

Goshen Hospital Association, Inc., an Indiana not-for-profit corporation ("Grantor"), grants and conveys 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, the receipt whereof is hereby acknowledged, a non-exclusive easement under and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted as Parcel 1 upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as "Easement."

The Easement is part of the real estate more commonly known as 200 Westwood Road, Goshen, Indiana 46526, and part of Parcel Number 20-11-21-278-011.000-015. Grantor obtained title to the real estate by Warranty Deed dated March 17, 2006, and recorded March 20, 2006, as Instrument Number 2006-07533 in the Office of the Recorder of Elkhart County, Indiana.

The Easement is granted and conveyed to City for Goshen City utilities purposes and to accommodate a public sewer main located in the Easement since 1964. Grantor grants City access to the Easement for the purposes of accessing, installing, operating, and maintaining Goshen City utility facilities, including any underground appurtenances as may be required.

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, including repair or replacement of any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry. City shall also promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

Grantor retains all rights and title with respect to the Easement subject only to the easement herein granted and Grantor may use, occupy, and possess the Easement in any manner that does not interfere with City's rights contained in this Easement.

The terms of this Easement shall run with the land and 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 March 13, 2025.

Goshen Hospital Association, Inc., an Indiana not-for-profit corporation

3y: ____*l*

Randal E. Christophel, President and

CEO

STATE OF INDIANA

) SS:

COUNTY OF ELKHART

Before me, the undersigned Notary Public, on March 13, 2025, personally appeared Randal E. Christophel as President and CEO of Goshen Hospital Association, Inc., an Indiana not-for-profit corporation, and acknowledged the execution of the foregoing instrument.

Notary Public

Printed: Debra S. Filley

County of residence: Elkhart

Commission number: NP0690428

My commission expires: September 6, 2032

DEBRA S. FILLEY
Notary Public, State of Indiana Elkhart County
SEAL
Commission Number NP0690428
My Commission Expires
September 6, 2032

EXHIBIT A

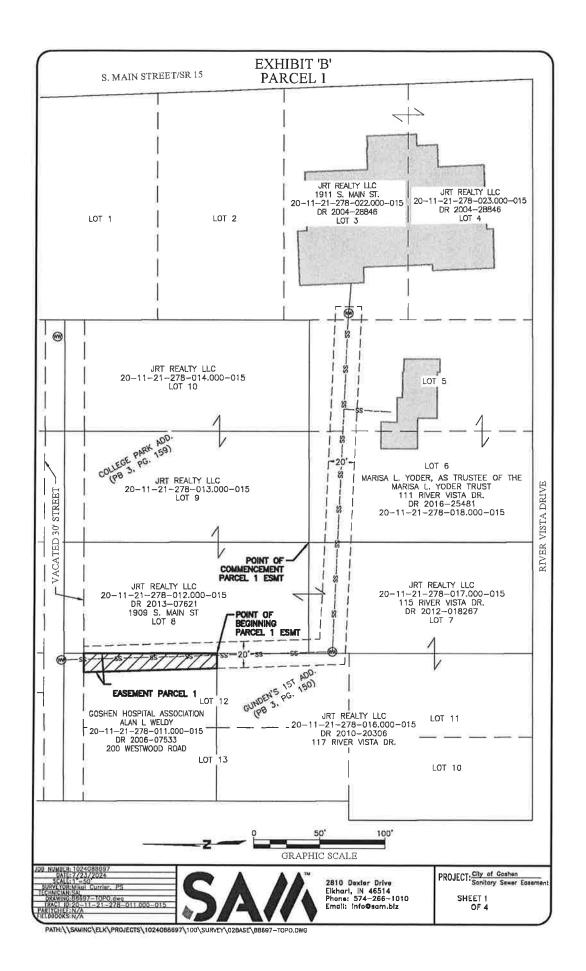
Legal Description of Easement - Parcel 1

A variable width easement situated in the Northeast Quarter of Section 21, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, State of Indiana, being a part of Lot 12 in Gunden's 1st Addition (Plat Book 3, Page 150), which is part of that land conveyed to Goshen Hospital Association by Document Number 2006-07533 in the Recorder's Office of Elkhart County, Indiana, as depicted on the attached easement parcel plat marked Exhibit 'B', more particularly described as follows:

Commencing at the southeast corner of Lot 8 in College Park Addition (Plat Book 3, Page 159); thence South 89°52'30" West 85.00 feet along the south line of said Lot to the southwest corner of said Lot; thence North 00°06'30" West 70.00 feet along the west line of said Lot 8 to the south line of the North Half of Lot 12 of said Gunden's 1st Addition, being the Point of Beginning of this description; thence South 89°52'30" West 11.39 feet along said south line; thence North 01°54'34" West 100.80 feet to the south line of a vacated 30 foot street; thence North 89°52'30" East along said south line a distance of 14.56 feet to the northeast corner of said Lot 8; thence South 00°06'30" East 100.75 feet along the west line of said Lot 8 to the point of beginning and containing 1,307 square feet, more or less.

Subject to easements and encumbrances of record.

Reference Documents: Deed Record 2006-07533; PB 3, PG 150; PB 3, PG 159



ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board receipt of this Easement from Goshen Hospital corporation and accepts the Easement on	Association, Inc., an Indiana not-for-profit	
	City of Goshen, Indiana Goshen Board of Public Works and Safety	
	Gina M. Leichty, Mayor	
STATE OF INDIANA)		
COUNTY OF ELKHART) SS:		
Before me, the undersigned Notary Public, on, 20, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.		
	Notary Public	
	Printed: County of residence:	
	County of residence:	
	Commission number: My commission expires:	

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).



CITY OF GOSHEN LEGAL DEPARTMENT Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

March 27, 2025

To: Goshen Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Award Contract for 304 W. Oakridge Ave Demolition to B & E Excavating

The City solicited sealed proposals for the demolition and removal of the unsafe building at 304 W. Oakridge Avenue, Goshen, as well as sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue. Below is a summary of the proposals, received on March 6, 2025:

1.	B & E Excavating, LLC	\$22,900.00
2.	John Mast Construction, Inc.	\$23,500.00
3.	Dana A. Bontrager Excavating & Trucking, Inc.	\$23,897.50
4.	John Ward Concrete, Inc.	\$24,870.00

It is recommended that the Board award the quote for this work to B & E Excavating, LLC as the lowest responsible and responsive quoter.

It is also recommended that the Board approve and execute the Agreement with B & E Excavating, LLC for the demolition of the unsafe building at 304 W. Oakridge Avenue and the sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue.

CONTRACT FOR

304 W. OAKRIDGE AVENUE DEMOLITION PROJECT

THIS CONTRACT FOR DEMOLITION PROJECT ("Contract)" is entered into on March ______, 2025, which is the date of the last signature set forth on the signature page, by and between **B & E Excavating, LLC**, an Indiana limited liability company ("Contractor"), whose mailing address is 26237 County Road 46, Nappanee, Indiana 46550, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

1. Component Parts of this Contract.

- (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the 304 W. Oakridge Avenue Demolition Project.
 - (2) Contractor's Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
 - (3) Notice to Proceed issued by City to Contractor.
 - (4) Amendments that may be subsequently executed by City and Contractor.
 - (5) Contractor's certificate of insurance.
- (B) The above documents are specifically incorporated into this Contract by reference.
- (C) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Contract, and any Amendments;
 - (2) The Specifications and Contract Documents; and
 - (3) Contractor's Proposal.

2. **Duties of Contractor.**

- (A) Contractor shall perform the demolition and removal of the unsafe building(s), including the proper removal and disposal of asbestos-containing materials; removal of any basements, foundations, drives and private sidewalks, proper disposal of all debris; sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue, ensuring that the garage remains structurally sound, weatherproof, and secure upon completion of the demolition of the unsafe building; and backfilling, grading, and seeding of the grounds at the Unsafe Premises. The work to be performed is hereinafter referred to as the "Project" and the location of the Project is hereinafter referred to as the "Site."
- (B) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.

3. Effective Date; Term.

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor must begin the Project within fifteen (15) calendar days after City gives Contractor a written Notice to Proceed. Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall complete the Project by **June 1, 2025,** or within **forty-five (45)** calendar days after City gives Contractor a written Notice to Proceed, whichever is later.
- (C) If Contractor does not complete the Project within the time period set forth in paragraph (B), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not completed within the time period set forth in paragraph (B), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100.00) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

4. Compensation; Payment.

- (A) City shall pay Contractor for completion of the Project based on a lump sum price of Twenty Two Thousand Nine Hundred Dollars (\$22,900.00).
- (B) City shall pay Contractor upon Contractor's satisfactory completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City.
- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before payment is made.
- (D) Contractor shall submit to City a detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

City of Goshen c/o Goshen Legal Department 204 East Jefferson Street, Suite 2 Goshen, IN 46528

Email is also acceptable at Legal@goshencity.com

- (E) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (F) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to correct any work.
- (G) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.
- 5. **Project Safety.** Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any

protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.

6. Materials and Workmanship; Inspection.

- (A) All materials and workmanship entering into the performance of this Contract shall be as specified in the project specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) City's representative shall be afforded complete and unhindered access to the Site for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (C) City shall have the right to reject materials and/or workmanship that do not conform to the project specifications in these Specifications and Contract Documents. Contractor agrees to remove and/or correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (D) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

7. **Warranty.**

- (A) Contractor shall warrant all materials and/or workmanship furnished under this Contract to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct without delay and at Contractor's expense, the materials or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.

8. **Independent Contractor.**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. 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 Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.
- 9. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Contractor shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the

employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

10. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) 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 Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) 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.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- 11. **Indemnification.** Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.

12. **Insurance.**

- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) 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.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability Statutory Limits
 - (2) General Liability Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (3) Automobile Liability Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

(4) Excess Umbrella Coverage - \$1,000,000 each occurrence

13. **Force Majeure.**

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

14. **Default.**

- (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

15. **Termination.**

- (A) 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.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 16. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- 17. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.
- 18. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

19. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.

20. Miscellaneous.

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) 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.
- (C) 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.
- (D) 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.
- 21. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
- 22. **Notice.** Any notice required or desired to be given under this Contract 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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City:

City of Goshen, Indiana

Attention: Goshen Legal Department

204 East Jefferson St., Suite 2

Goshen, IN 46528

Email: Legal@goshencity.com

Contractor:

B & E Excavating, LLC 26237 County Road 46 Nappanee, IN 46550

Email: benmartin46550@gmail.com

- 23. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 24. **Authority to Execute**. The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

B & E Excavating, LLC

	Ben mang
Gina M. Leichty, Mayor	Printed: Ben Martin
Date:	Title: OWA EV
	Date: 3-/5-25



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185 www.goshenindiana.org

March 27, 2025

To: Board of Public Works and Safety

From: Bodie J. Stegelmann, City Attorney

Subject: Legal Services Agreement with Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor,

LLC, Cohen & Malad LLP, and Scott Yonover, P.C.

It is recommended that the Board approve the terms and conditions, and ratify Mayor Leichty's execution of the attached Legal Services Agreement with Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, Cohen & Malad LLP, and Scott Yonover, P.C. This agreement is for legal services by multiple litigants in connection with PFAS.

Suggested Motion:

Approve the terms and conditions, and ratify Mayor Leichty's execution of the Legal Services Agreement with Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, Cohen & Malad LLP, and Scott Yonover, P.C.

LEGAL SERVICES AGREEMENT

- 1. IDENTIFICATION OF PARTIES. This Agreement is made between the City of Goshen ("Client") and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, Cohen & Malad LLP, and Scott Yonover, P.C. (collectively referred to as "Attorneys").
- 2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
- 3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates

 Boole J. Stegelmann as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
- 4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as "aqueous film forming foam" or "AFFF") and/or other products containing perfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid ("PFOA" or "C8"), perfluorooctane sulfonate ("PFOS"), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments.
- 5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
- 6. JOINT RESPONSIBILITY. Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, Cohen & Malad LLP, and Scott Yonover, P.C. assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and consents to the participation of the firms in their representation.

7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty-five percent (25 %) of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary

payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed 25 percent (25 %) of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

- (1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.
- (2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client. Attorneys may, however, use outside vendors where costs or circumstances warrant.

- 9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.
- 10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. will receive thirty-nine percent (38.75 %), Cossich, Sumich, Parsiola & Taylor, LLC will receive thirty-nine percent (38.75 %), Cohen & Malad LLP will receive eleven percent (11.25 %), and Scott Yonover, P.C. will receive eleven percent (11.25 %).

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all

potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

- 12. POWER OF ATTORNEY. Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.
- 13. SETTLEMENT. Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.
- 14. AGGREGATE SETTLEMENTS. Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.
- 15. ATTORNEYS' LIEN. Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.
- 16. DISCHARGE OF ATTORNEYS. Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client,

Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

- WITHDRAWAL OF ATTORNEYS. Client and Attorneys agree that if, after investigation 17. of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above. Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.
- 18. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.
- 19. INDEPENDENT CONTRACTOR. The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No

other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. NOTICES. Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C. 3102 Oak Lawn Ave., Suite 1100 Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC 8397 Highway 23, Suite 100 Belle Chasse, Louisiana 70037

- 21. DISCLAIMER OF GUARANTEE. Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.
- 22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
- 23. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- 24. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.
- 25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.
- 26. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing

party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

- 27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.
- 28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Indiana Rules of Professional Conduct, the Louisiana Rules of Professional Conduct, and the Texas Disciplinary Rules of Professional Conduct.

Agreed to by:	Date:
CLIENT	
Printed name and title ("Client")	
Signature	
ATTORNEYS	
Scott Summy, Baron & Budd, P.C.	
Phil Cossich, Cossich, Sumich, Parsiola & Taylor LLC	
Cohen & Malad LLP	

Scott Yonover, P.C.



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 Works Public and Safety

FROM:

Engineering

RE:

RELIANCE ROAD & PEDDLERS ROAD / COUNTY COURT

CONSOLIDATION ROADWAY IMPROVEMENTS

(JN: 2021-0014)

DATE:

APPROVED:

March 27, 2025

BOARD OF PURITO WORKS & SAFETY

Niblock Excavating is requesting a road closure on Reliance Road between the south entrance to the courthouse and Peddlers Village Road intersection. This closure is for phase two of this project and Niblock will be performing work to build the asphalt roadway, install the storm system and construct the roundabout. This work will start Tuesday April 1, and go through Tuesday July 15. Niblock will maintain access to residents, businesses, and the fire station and have all the traffic control devices in place.

Requested motion: Move to approve the road closure on Reliance Road between the south entrance to the courthouse and Peddlers Village Road intersection for the roadway and storm construction work from April 1 thru July 15, 2025.

CITY OF GOSHEN, INDIANA		
Gina Leichty, Mayor	Orv Myers, Member	
Mary Nichols, Member	Michael Landis, Member	
Barb Swartley, Member		



Engineering Department CITY OF GOSHEN

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MEMORANDUM

TO:

Board of Public Works and Safety

FROM:

Goshen Engineering Department

RE:

EAST LINCOLN AVENUE ROAD CLOSURE (JN: 2019-0046)

DATE:

APPROVED:

March 27, 2025

BOADD OF DURI IC WODKS & SAFETY

Niblock Excavating has requested permission to close East Lincoln Avenue from Rock Run Creek to just east of Olive Street, starting Monday, April 7, until August 8, 2025. Olive Street will also be closed from Lincoln Avenue to Vinson Court. The roads will be closed for Niblock to install underground utilities and reconstruct the roadway as part of Phase I of the city's Lincoln Avenue & Steury Avenue Reconstruction project. Traffic will be detoured via Steury Avenue, Middlebury Street, Main Street, and Lincoln Avenue. A map of the closure area and detour is attached. All appropriate traffic control devices will be utilized.

Phase II of the project will start after Phase I and will involve closing Lincoln Avenue east of Phase I to east of Steury Avenue. Lincoln Avenue is expected to reopen sometime in November. A request for Phase II closures will be submitted closer to the Phase transition.

Requested Motion: Move to approve the closure of East Lincoln Avenue, from Rock Run Creek to just east of Olive Street, and Olive Street between Lincoln Avenue and Vinson Court, from April 7 until August 8, 2025.

CITY OF GOSHEN, INDIANA	
Gina Leichty, Mayor	Barb Swartley, Member
Mary Nichols, Member	Orv Myers, Member
Michael Landis, Member	



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or finess for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County, cannot be held label for errors or or mississns in the data. The recipient's risk. By using this data, the recipient's risk, by the recipient's risk, by the recipient and risk purpose, the recipient state is the property of the data of the city and county arising out of this disclaimer.



Engineering Department CITY OF GOSHEN

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

MEMORANDUM

TO:

Goshen Board of Public Works and Safety

FROM:

Goshen Engineering Department

RE:

REYNOLDS STREET ROAD CLOSURE (JN: 2022-0037)

DATE:

March 27, 2025

Niblock Excavating has requested permission to close Reynolds Street from the railroad tracks to the west side of the 10th Street intersection (the intersection will remain open), between Tuesday, April 1 and Friday April 25, 2025. The closure will allow Niblock to perform the remaining asphalt pavement and concrete reconstruction work. All appropriate traffic control devices will be utilized.

Niblock Excavating is requesting this road closure as part of the Tenth Street Reconstruction project and is being coordinated with Goshen Community Schools and Gleason Industrial Products.

Requested motion: Move to approve the road closure of Reynolds Street from the railroad tracks to the west side of the intersection of 10th Street between the dates of Tuesday, April 1 and Friday April 25, 2025.

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

Gina Leichty, Mayor	Barb Swartley, Member
Mary Nichols, Member	Orv Myers, Member
Michael Landis, Member	



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:

Goshen Engineering Department

RE:

BLACKPORT DRIVE - REMOVING NO TRUCK DESIGNATION

STEURY AND LINCOLN AVENUE RECONSTRUCTION (JN: 2019-0046)

DATE:

APPROVED:

March 27, 2025

Niblock Excavating (project Contractor) has requested to close Lincoln Avenue, starting in April, in order to begin removing the existing roadway on this project. In order to ease the burden on local drivers and businesses, the Engineering Department is requesting that the "No Truck" designation on Blackport Drive be temporarily removed while the project's traffic control measures are in place. This temporary lifting of the "No Truck" designation would take effect April 7, 2025, and would be rescinded upon removal of the Contractor's traffic control measures, estimated no later than November, 2025.

Requested motion: Move to approve the temporary removal of the "No Truck" designation on Blackport Drive, starting April 7, 2025 until no later than November 21, 2025.

BOARD OF PUBLIC WORKS & SAFETY CITY OF GOSHEN, INDIANA	
Gina Leichty, Mayor	Barb Swartley, Member
Mary Nichols, Member	Orv Myers, Member
Michael Landis, Member	



Engineering Department CITY OF GOSHEN

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

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

MEMORANDUM

TO:

Goshen Board of Public Works & Safety

FROM:

Goshen Engineering

RE:

AGREEMENT AMENDMENT NO. 1 – DLZ INDIANA LLC

WILDEN AVENUE RECONSTRUCTION PROJECT- JN: 2014-0035

DATE:

March 21, 2025

Attached please find Amendment No. 1 to the Agreement with DLZ Indiana LLC for consulting services for the Wilden Avenue Reconstruction project for an additional \$77,980.00. This amendment is necessary and reasonable considering the project timeline extended well beyond the original schedule.

Requested Motion: Approve Agreement Amendment No. 1 with DLZ Indiana LLC for

Wilden Avenue Reconstruction project's consultant services in the amount of \$77,980.00, making the full Agreement amount

\$602,480.00.

AMENDMENT NO. 1

LPA – CONSULTING CONTRACT

date set Barr St politica	THIS AMENDMENT is entered into on, 2025, which is the last signature date set forth below, by and between DLZ Indiana , LLC ("Consultant"), whose mailing address is 825 S. Barr Street, Fort Wayne, IN 46802-2727, 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").		
	RECIT	TALS	
(A)	City and December 20, 2021 entered into an Agreement on December 20, 2021 for consulting services towards the project completion of INDOT Project No. R37647; Road Reconstruction of Wilden Avenue from Rock Run Creek bridge to 5th Street in the City of Goshen, Elkhart County Indiana.		
(B)	The parties wish to Amend the Agreement to reflect additional compensation to Consultant due to the extend work time to complete the INDOT project.		
(C)	(C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.		
In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:			
SECTI	ON 1. Compensation		
City agrees to compensate Consultant the sum of Seventy-Seven Thousand Nine Hundred Eighty Dollars (\$77,980) for performing the extended consulting services under this Amendment.			
SECTI	ON 2. Original Agreement		
In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.			
SECTION 3. Authority to Execute			
The undersigned affirm that all steps have been taken to authorize execution of this Amendment, and upon the undersigned's execution, bind their respective organizations to the terms of the Amendment.			
IN WIT	NESS WHEREOF, the parties have executed	this Amendment on the dates as set forth below.	
Ge	City of Goshen, Indiana oshen Board of Public Works and Safety	DLZ of Indiana, LLC	
Gina N	M. Leichty, Mayor	Brad Dailey, P.E.	

Date Signed: _____ Date Signed: _____



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 * Fax (574) 533-8626 stormwater@goshencity.com * www.goshenindiana.org

MEMORANDUM

TO:

Goshen Board of Public Works and Safety

FROM:

Stormwater Department

RE:

BID RECOMMENDATION FOR THE WELLINGTON DITCH LOGJAM REMOVAL

PROJECT (JN: 2025-0018)

DATE:

March 27, 2025

Earlier this year the Goshen Engineering and Stormwater Departments were notified by a resident of erosion occurring at the base of the slope on the west side of the Millrace Canal in the drainage ditch (Wellington Ditch) just north of W Waverly Avenue. It was determined the erosion is occurring during large rain events and the accumulation of woody debris or logjams is pushing the water into the Canal bank. Continued erosion of the Canal bank is concerning and must be prevented.

The Stormwater Department inspected the length of the Wellington Ditch and identified 13 areas where logjams have accumulated over the years covering areas in size of 20 feet to 257 feet (see the included map). The scope of work to remove the logjams exceeds the ability and time of City staff, thus, it was decided to hire a contractor to complete the work.

Thus, the City solicited bids for the above-named project from seven reputable contractors and held a pre-bid meeting on March 12 for contractors to learn more about the project, ask questions, and to walk the project to see the 13 logjam sites. One bid was received on March 24 from the following bidder:

Bid Amount

Davey Resource Group, Inc.

\$98,990

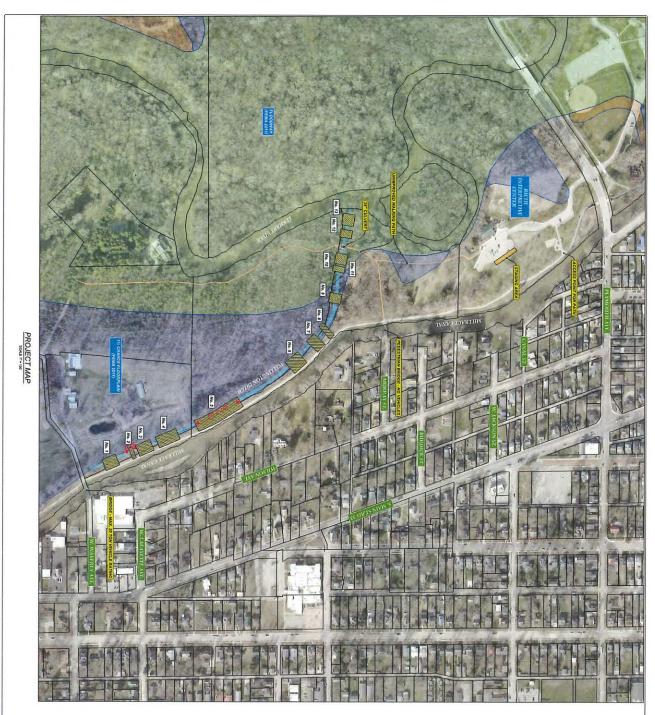
Goshen Stormwater has reviewed the bid and information supplied with the bid and has found Davey Resource Group, Inc. to be a responsive and responsible bidder. Based on the submitted information supporting the bid, Goshen Stormwater recommends Davey Resource Group, Inc. be awarded the contract for a total contract amount of \$98,990.

This project will result in the closure of the pedestrian path along the Millrace Canal for up to 45 days to safely allow the contractor to remove the logjams and to protect public safety. The Goshen Stormwater Department will come back to the Board of Public Works and Safety in the

Wellington Ditch Logjam Removal Project Page 2

near future to request permission to close the pedestrian path once scheduling is arranged with the selected contractor. The closure of the pedestrian path will be communicated to the general public as widely as possible.

Requested Motion: Accept the bid by Davey Resource Group, Inc. in the amount of \$98,990 for the Wellington Ditch Logjam Removal project and approve the Mayor or their representative to sign the contract.





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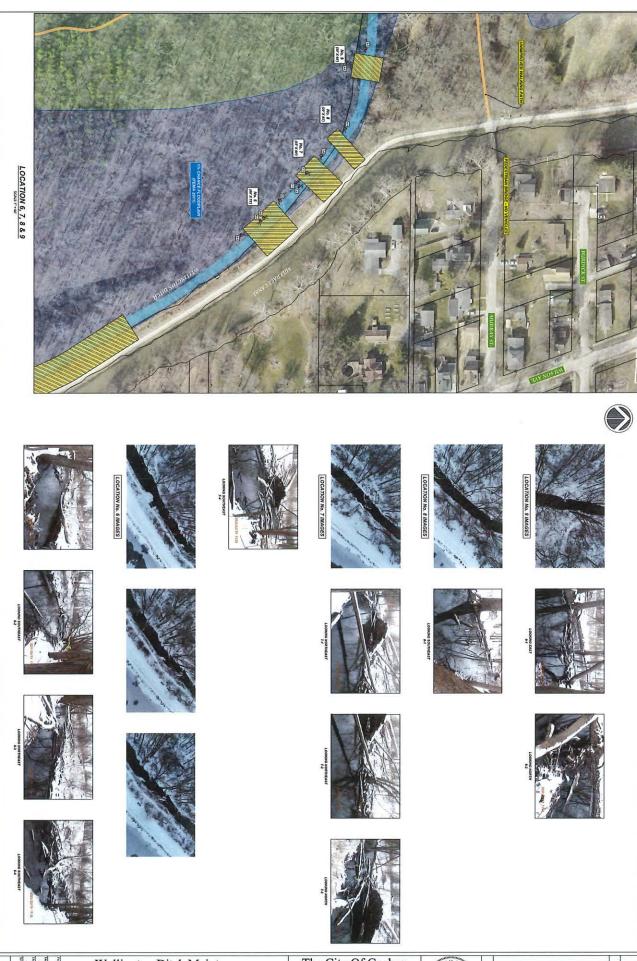
Wellington Ditch Maintenance Between Waverly Ave. and Murray St.

Location 1, 2, 3, 4 and 5

The City Of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana
46528
Phone: 574-534-2201 Fax: 574-533-8626







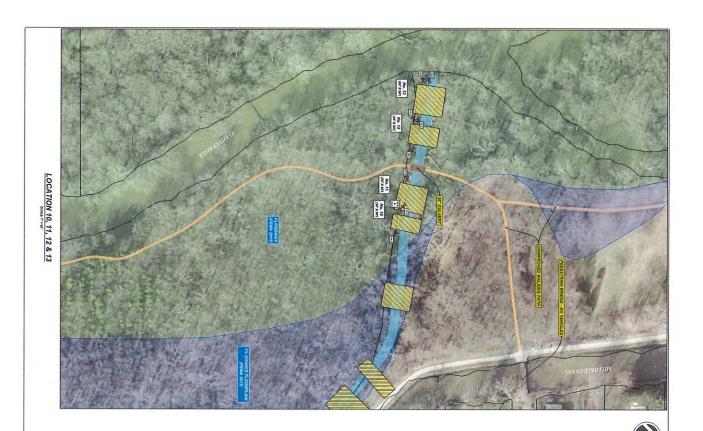
Wellington Ditch Maintenance Between Waverly Ave. and Murray St.

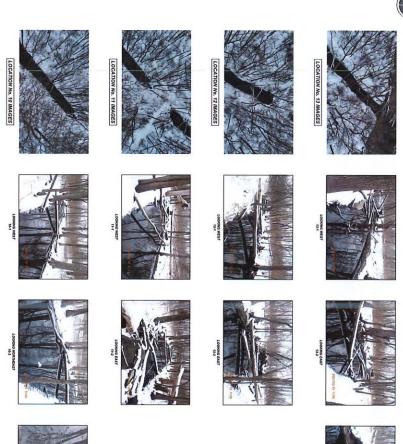
Location 6, 7, 8 and 9

The City Of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana
46528
Phone: 574-534-2201 Fax: 574-533-8626









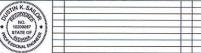


Wellington Ditch Maintenance Between Waverly Ave. and Murray St.

Location 10, 11, 12 and 13

The City Of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana
46528
Phone: 574-534-2201 Fax: 574-533-8626





CITY OF GOSHEN, INDIANA CONTRACT

FOR

PROJECT: Wellington Ditch Maintenance
PROJECT NUMBER: JN 2025-0018

THIS CONTRACT ("Contract)" is entered into on ________, 2025, which is date of the last signature set forth on the signature page, by and between **Davey Resource Group, Inc.** ("Contractor"), whose mailing address is 3605 Gagnon St., South Bend, IN 46628, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

In consideration of the terms, conditions and mutual covenants contained in this Contract, City and Contractor agree as follows:

1. Scope of Work.

- (A) Contractor shall provide City the work necessary for the above referenced Project and Project Number (collectively "Project"). The Project includes the removal of multiple logs, jams, obstructions, debris, and other items from the Wellington Ditch, in accordance with the Specifications for such work that are made a part of and attached to this Contract as Exhibits A through D.
- (B) For the purposes of this Contract, all duties to be performed by Contractor may be referred to as the "Work," and shall include the provision of all supervision, labor, materials, equipment, services, permits and other components necessary for, or incidental to, the successful completion of the Project in a timely, professional, and workmanlike manner.

2. Effective Date; Term.

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin the Work as soon as practical upon receiving a written notice to proceed from City.
- (C) Contractor shall carry out all Work expeditiously with adequate work forces and shall complete the Project by May 16, 2025.

3. Compensation; Payment.

- (A) City shall pay Contractor for the satisfactory performance of the Work under this Contract the total Project cost of Ninety-eight Thousand Nine Hundred Ninety Dollars (\$98,990) which is based on the established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached to this Contract.
- (B) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before final payment is made.
- (C) Contractor shall submit to City the detailed invoice along with proof of payment for labor, services and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

City of Goshen c/o Goshen Engineering Department 204 East Jefferson Street Goshen, IN 46528 Email is also acceptable at Engineering@goshencity.com.

- (D) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (E) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

4. Independent Contractor.

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. 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 Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.
- 5. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

6. Employment Eligibility Verification.

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) 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.
- (D) 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.
- 7. **Contracting with Relatives.** Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, by execution of this Contract, Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Contract.

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- 8. **No Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
- Indemnification. For a period of two (2) years following the completion of this Agreement, Contractor 9. shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths to the extent caused by any gross negligence, reckless, or negligent act or willful omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City. Notwithstanding anything to the contrary in this Agreement, Contractor's indemnity, defense, and hold harmless obligations will not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of the indemnified party or other third party not controlled by Contractor; rather, such indemnification claims will be administered based upon a determination of the degree of comparative fault of each party. Contractor retains the right to select counsel reasonably acceptable to the indemnified party, and the indemnified party will provide reasonable cooperation and not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. Notwithstanding anything to the contrary, in no event will Contractor be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, and in no event will Contractor's aggregate liability arising out of this Agreement, or the services performed exceed the amount of the applicable insurance limits set forth in this Agreement.

10. Insurance.

- (A) Prior to commencing Work, Contractor shall furnish City a certificate of insurance in accordance with the following 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.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation in the policy.
- (C) Contractor shall include the following types of insurance with the following limits of liability:
 - (1) Workers Compensation and Employer's Liability Statutory Limits
 - (2) General Liability Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be included as an additional insured.
 - (3) Automobile Liability Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be included as an additional insured.
 - (4) Excess Umbrella Coverage \$2,000,000 each occurrence/aggregate, which may be evidenced through primary limits.
- 11. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.
- 12. **Funding Cancellation.** Should the City's Common Council make a written determination that funds are not appropriated or otherwise available to support continuation of performance under this Contract, this

Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Default.

- (A) If Contractor fails to perform the Work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the Work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Work described under the Specifications.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

14. Termination.

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under Section 12, Funding Cancellation.
- (C) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (D) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (E) 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.
- 15. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

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16. Change Orders.

(A) If in the course of the Work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the

- Contract price and/or completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional Work or change in scope of the Work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.
- 17. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.
- 18. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

19. Applicable Laws.

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
- (B) 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 Work. Failure to do so may be deemed a material breach of Contract.

20. Miscellaneous.

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) 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.
- (C) 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.
- (D) 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.
- 21. **Notice.** Any notice required or desired to be given under this Contract 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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

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City: City of Goshen, Indiana

Attention: Goshen Engineering Department

204 East Jefferson St., Suite 1

Goshen, IN 46528

Email: Engineering@goshencity.com

with a copy to:

Goshen Legal Department 204 East Jefferson St., Suite 2

Goshen, IN 46528

Email: Legal@goshencity.com

Contractor:

Davey Resource Group, Inc. Attention: Clay Kusbach

3605 Gagnon St. South Bend, IN 46628

Email: Clay.Kusbach@davey.com

with a copy to:

Davey Resource Group, Inc. 295 S Water St., Ste. 300 Kent, OH 44240

- 22. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
- 23. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 24. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.
- 25. **Authority to Execute**. The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

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

Davey Resource Group, Inc.

Gina M. Leichty, Mayor		
•	Printed:	
Date:	Title:	
	Date:	

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20250324

CONTRACTOR'S PROPOSAL

FOR

CITY OF GOSHEN, INDIANA

PROJECT: Wellington Ditch Maintenance
PROJECT NUMBER: JN 2025-0018

A Contractor responding to and submitting a proposal to the City of Goshen for the above referenced Project and Project Number shall complete this proposal form in its entirety.

PART 1 – CONTRACTOR INFORMATION			
Contractor Name: Davey Resource Group			
Street Address: 3605 Gagnon St, South Bend,	<u>IN 46628</u>		
City: South Bend	State: <u>IN</u>	Zip Code: <u>46628</u>	
Mailing Address (if different):		,	
City:	State:	Zip Code:	
Contact Person: Clay Kusbach		Title: Consultant	
Telephone Number: 574-201-7433	- Veel		
Fax Number:	·		
Email Address: Clay.Kusbach@davey.com			

PART 2-PROPOSED CONTRACT PRICE

Contractor proposes to furnish all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with the Specifications, including any incidentals, based on established unit prices for the work items listed below:

ITEM NO.	DESCRIPTION	UNIT	TOTAL COST
j	Mobilization and Demobilization	LSUM	\$8,000
2.	Maintenance of Traffic	LSUM	\$2,590
3.	Tree Removal, Site 1	LSUM	\$6,800
4.	Tree Removal, Site 2	LSUM	\$6,800
5.	Tree Removal, Site 3	LSUM	\$6,800
6	Tree Removal, Site 4	LŚUM	\$6,800
7	Tree Removal, Site 5	LSUM	\$6,800
.8.	Tree Removal, Site 6	LSUM	\$6,800
·9	Tree Removal, Site 7	LSUM.	\$6,800
1,0.	Tree Removal, Site 8	ĻSUM	\$6,800
1.1	Tree Removal, Site 9	LSUM	\$6,800
1:2	Tree Removal, Site 10	LSUM	\$6,800
13	Tree Removal, Site 11	LSÜM	:\$6,80 <u>0</u>
14	Tree Removal, Site 12	LSUM	\$6,800
15	Tree Removal, Site 13	LSUM	\$6,800
	TOTAL PROJ	ECT COST =	.\$9 8,9 90

PART 3 – PROJECT CONSTRUCTION SCHEDULE

Contractor shall provide a construction schedule for the Project detailing timeframe and order of work. See General Specifications, Section 3, Construction Schedule for requirements. (Complete below and/or attach additional pages.)

DADT	A.	- EXCEPTIONS

NO, this proposal d	oes <u>not</u> contain any e accepted as in stri	deviation from of compliance	, or exception with all terms	aken to the stat and conditions	ed Specification of the Specification
YES, this proposal detailed more fully	iloes contain deviati below (attach additi	on from, or exc onal pages if n	eption taken to eeded):	the stated Spec	ifications whic
				. No.	
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PART 5 - BUSINESS CERTIFICATION

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Co	ontractor is operating as a (check one):
	SOLE PROPRIETORSHIP
**************************************	GENERAL PARTNERSHIP
	LIMITED PARTNERSHIP
	LIMITED LIABLITY PARTNERSHIP
	LIMITED LIABLITY COMPANY
X	CORPORATION
The Co one):	intractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete
X	State of Indiana and is currently registered with the Indiana Secretary of State.
	The Business ID number for the Contractor is82-1948528
	State of but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or https://inbiz.in.gov/BOS/Home/Index.

PART 6 – NEPOTISM DISCLOSURE		
For the purpose of complying with Indiana Code § 36-1-21, identify below whether:		
Contractor IS NOT a relative of a City of Goshen elected official.		
Contractor IS a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:		
Name of elected official:		
Relationship to Contractor:		
PART 7 – INVESTMENT ACTIVITIES IN IRAN		
In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing Part 8, Contractor certifies the following:		
Contractor IS NOT engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.		
Contractor IS engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.		
[Continued next page.]		

PART 8 - SIGNATURE

The undersigned certifies that Contractor has read and understands the Specifications and the terms and conditions of the Contract. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the Specifications and the terms and conditions of the proposed Contract.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor's authorized representative constitutes execution of each any every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

Contractor's Authorized Representative:	
Signature: May 1/h	Title: Consultant
Printed: Clay Kirbuela	Date: 03/24/25
STATE OF Indiana	RONNI FREEMAN
COUNTY OF St. JOSeph) SS	St. Joseph County DA. My Commission Expires November 21, 2025
Clay Kusbach	said County and State, personally appeared the above named being known to me or whose hat the statements in the foregoing Contractor's Proposal are
true and correct. Witness my hand and Notarial Seal this 2147 day of	March , 20 25.
	Inn Frieman
	Printed Name: KMM1 TYPEMAN
	County of Residence: 51- JOSCON My Commission Expires: 11 121 2025
	Commission Number: 0001144

${\bf Exhibit\,A-Specification\,\, Documents}$

1. Site Awareness.

Bidders shall make whatever borings, tests and/or examinations necessary to fully acquaint themselves with conditions, so that the bidder may fully understand the conditions, which may affect the cost of the work. Bidder must satisfy him or herself as to the character of the conditions that may be encountered. Failure to make such borings, tests and/or examinations which do not provide a complete understanding of the conditions encountered shall not relieve the awarded Bidder of the responsibility for carrying out all the work to completion as shown on the plans, or as specified.

2. Underground Conditions.

The City of Goshen has performed no subsurface investigation in connection with the scope of this project. There shall be no compensation for subsurface investigation work undertaken by the Bidder.

3. Construction Schedule.

- A. Offers shall be accompanied by a construction schedule detailing the timeframe and order of work. The schedule shall include, but not be limited to the following activities:
 - (1) Public Notification
 - (2) Traffic Control
 - (3) Erosion Control Installation
 - (4) Tree and Woody Debris Removal, Per Site
 - (5) Landscape Restoration
 - (6) Erosion Control Removal
 - (7) Traffic Control Removal
- B. The construction schedule shall be based on the assumption of being awarded a contract within two weeks following the bid opening and with work being initiated in March 2025.
- C. Once the Contract is awarded, the Contractor shall submit to the City of Goshen Engineering Department for acceptance of any proposed adjustments in the construction schedule. Any adjustments shall generally conform to the original construction schedule submitted with the offer, and such adjustments shall not change the contract term.
- D. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- E. Contractor shall begin work on the Project as soon as practical after receiving a written notice to proceed from City.
- F. Contractor shall substantially complete the Project by May 16, 2025. "Substantial completion" or "substantially complete" refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- G. The Contractor shall update the schedule on a bi-weekly basis.

4. Progression of Work.

Once the Contactor mobilizes on the Project, a progressive work effort shall be maintained to complete the work on or before the identified contract deadline. Contractor shall not redirect staff and/or essential equipment to other projects nor leave the City's contract work idle for a period longer than five (5) workdays without prior written authorization from the City. The City recognizes there will be transition periods between scheduled activities, but the City and the public should not experience prolonged absences of Project progress. Extend absence from the Project will be grounds for denial of time extension claims and waiving of liquidated damages.

5. Payment. THIS SECTION IS DELETED IN ITS ENTIRETY - ADDENDUM NO 1

- A. City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents.
- B. Upon completion of the Project, the final inspection and acceptance of all work by City, and Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing work under this contract, final payment to Contractor will be made within sixty (60) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- C. Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen c/o Engineering Department 204 E. Jefferson Street, Suite 1 Goshen, IN 46528 Email: engineering@goshencity.com

- D. Payment will be made within forty-five (45) days following City's receipt of the invoice, except for final payment under Section 3.2. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- E. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- F. Any payment made by City before final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.

6. Changes in Work.

The City reserves the right to make any changes in the specifications and plans which may be deemed necessary either before or after beginning any work under this Contract without invalidating it, provided that if alterations are made, the general character of the work as a whole is not changed. A change order may be issued by the City to add, delete, or change an item or items in the original Contract, and it will become an addendum to the Contract once approved and signed by both the City and the Contractor. The Contractor shall not be allowed to recover anything for work performed or materials used by reason of any change of this Contract unless a change order is approved and signed by both parties. All additional

charges made by the Contractor for such additional work and materials shall be in accordance with the bid pricing.

7. Insurance. THIS SECTION IS DELETED IN ITS ENTIRETY - ADDENDUM NO 1

- A. Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- B. 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.
- C. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - 1. Workers Compensation and Employer's Liability Statutory Limits
 - 2. General Liability Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - 3. Automobile Liability Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - 4. Excess Umbrella Coverage \$1,000,000 each occurrence
 - There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

8. Materials and Workmanship.

Unless otherwise stipulated, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of the respective kinds of for the purpose intended. Materials and work called for in this Contract shall be furnished and performed in accordance

with well known, established practice and standards as recognized in the industry. When requested by the City, the Contractor shall furnish to the City for approval full information concerning materials or articles, which it contemplates using in the Project.

9. Warranty.

- A. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- B. This warranty shall be for a minimum ninety days (90) after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City. City agrees to deleting "a minimum" from sentence.
- C. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- D. Any work required because of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

10. Work Included.

The work under each item shall include all labor, materials, tools, equipment, supplies, cost of insurance and bonds, other miscellaneous costs, together with all the work specifically described under each item and other work necessary to complete the Project in accordance with the intent of these documents.

11. Hours of Work.

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

Weekend work shall not require City staff to be present to observe the work.

12. Inspections.

- A. The City's representative shall always have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.
- B. The City shall have the right to reject materials and workmanship which are defective or require correction. If any defects, omissions, or nonconformance exist in the work, the Contractor agrees to correct the defect, omission, or nonconformance after written notice from the City. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the worksite without charge to the City. In the event that the Contractor fails, refuses, or neglects to correct the defect, omission, or nonconformance, then the City may correct the same, and the Contractor agrees to pay on demand the cost and expense of making the correction.

13. Job Site Safety.

None of the specifications, conditions, plans, or terms of the Contract between the City and the Contractor shall be construed to impose any responsibility upon the City of Goshen, its employees, inspectors, or

other agents for the review, determination, and/or supervision of job site safety. The construction means, manner and methods remain the sole responsibility of the Contractor. The City shall not be responsible for the failure of the Contractor to provide a safe workplace for the employees, employees of other Contractors, or the general public.

14. Reflective Vests and Hardhats.

The wearing of suitable reflective safety vests and hardhats by all workers on the Project shall be mandatory. The Contractor shall be ultimately responsible for enforcement of all safety requirements for any work on the Project. The requirements shall apply to truck drivers, suppliers, and equipment operators who are outside of their vehicles within the project limits.

15. Cooperation.

- A. The Contractor shall cooperate with all other Contractors who may be performing work on behalf of the City and workmen who may be employed by the City on any work in the vicinity of the bid work and shall so conduct their operations as to interfere the least possible extent with the work of such other Contractors or workmen. The Contractor shall promptly make good at his own expense any injury or damage that may be sustained by other Contractors or employees of the City as a result of the Contractor's action or inaction. Any difference or conflict which may arise between the Contractor and other Contractors or between the Contractor and the workmen of the City in regard to their work shall be referred to the City for resolution. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor of the City, the Contractor shall not have a claim against the City on account of the delay other than for an extension of time.
- B. When two or more contracts are being executed at one time in such a manner that works on one Contract may interfere with that on another, the engineer/construction manager shall decide which Contractor shall cease work and which shall continue or whether the work on both contracts shall progress at the same time and in what manner.

16. Standard Manufacturer.

Whenever the terms "standard," "recognized," or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment and supplies of the nature called for these Specification Documents for at least twelve months prior to the date set for opening the bids and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed in at least three instances and that the performance of such materials, equipment, and supplies has been satisfactory.

17. Disposal.

Contractor shall be responsible for the proper removal and disposal of all material, scrap, and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state, and federal laws. The Contractor shall complete an INDOT IC-203 form identifying all borrow and disposal sites prior to starting the Project.

18. Utility Locations.

- A. For protection of underground utilities, Contractor shall call Indiana's Utility Location Service at 811 or (800) 382-5544 a minimum of three working days prior to excavating in the vicinity of utility lines. All participating utility members will thus be routinely notified. This does not relieve the Contractor of notifying utility owners who may not be part of Indiana's Utility Location Service alert system.
- B. If the odor of natural gas is detected in a work area at any time during the course of work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of the adjacent property. The Contractor shall advise the residents to evacuate their homes immediately if an odor is present.
- C. If work by one or more utilities is contingent on work by the Contractor or another utility, the Contractor shall keep all parties informed of the status and estimated completion date for the advance work in order to give each utility as much notice as possible to schedule crews and material for their relocation work.
- D. If the Contractor sustains delays and/or losses as a result of a utility failing to relocate or adjust their facilities in a timely manner, and such delays and/or losses could not have been avoided by the Contractor's judicious handling of forces, equipment, and plant or by reasonable revisions to the schedule of operations, and the Contractor has documented its utility coordination efforts and sustained delays and losses, and if the sustained delays and losses were not caused by the negligence of the Contractor, the time for completion may be extended in such amount as the conditions justify. Contractor must provide the aforementioned information to the Engineer and a written request for any time extensions.

19. Access to Public Services.

Neither the materials excavated nor the materials used in the construction work shall be so placed as to prevent free access to all fire hydrants, valves, manholes, fire alarms or police call boxes in the vicinity.

20. Piling Materials and Care of Structures.

All excavated and other material shall be so piled as not to endanger the work and so that free access may be had at any time to all parts of the work. Piles shall be neatly kept so no material re-enters an adjoining waterway.

21. Specifications.

The following specifications will be the governing factors for this Project: The Current Standard Detail Drawings and Project Specifications, Indiana Department of Transportation Standard Specifications, and all other documentation included herein are to be complementary and essential parts of the Contract; a requirement occurring in one is as binding as though occurring in all.

If any provision of the Project Specifications conflicts with the Indiana Department of Transportation Standard Specifications, the Project Specifications shall be valid, the Indiana Department of Transportation Standard Specifications which conflict shall be voided, and the remainder of the Standard Specifications is valid. Anything not covered specifically by the Project Specifications shall be referred to the City's Standard Specifications. Anything not covered specifically by the Project Specifications or the City's Standard Specifications shall be referred to the current Indiana Department of Transportation's Standard Specifications and current Standard Detail Drawings.

22. Plans and Drawings.

The Project Drawings related to this Project are under Exhibit D and are designated "Wellington Ditch Maintenance," Job Number 2025-0018.

-End Section-

SPECIAL PROVISIONS

1. Pre-Construction Meeting.

The City of Goshen Engineering Department will schedule a pre-construction meeting shortly after the notice to proceed is given to review project issues. A representative of the Contractor, any subcontractors, and representatives from City Parks, City Forestry, Stormwater Department, and Engineering Department shall attend this meeting.

2. Submittals.

Are not anticipated for this project.

3. Permitting

- A. City of Goshen Zoning Clearance, for work within a floodplain Obtained
- B. DNR No permit required so long as project specifications and DNR guidance document is followed, see Exhibit B
- C. IDEM No permit required so long as Army Corp. of Engineering's requirements are followed
- D. Army Corp. of Engineering No permit required so long as their requirements are followed, see Exhibit C

4. Construction Video.

The Contractor shall be responsible for providing a pre- and post-construction video recording of the construction corridor up to where travel is returned to a public right-of-way. The video recording shall provide good color frames and have sound capabilities used to point out existing surface conditions. A date and time stamp shall be visible during the extent of the production. Odometer readings shall be noted in one-tenth mile increments from a starting location at either end of the Project. Pre-construction videos shall be delivered to the City of Goshen's Engineering Department a minimum of two (2) days prior to the start of construction. It is suggested that, if possible, the pre-construction video be made after rain to show any existing drainage problems. Post-construction videos shall be delivered to the City of Goshen's Engineering Department a minimum of two (2) weeks prior to the request for release of retainage. Videos shall be recorded in digital format. The cost of pre- and post-construction videotaping will not be paid for directly but shall be included in the various pay items of the Contract.

5. Traffic Control & Accessibility.

- A. Traffic control for this Project shall be performed in accordance with the Indiana Manual on Uniform Traffic Control Devices for streets and highways. Traffic control shall be specific and applicable to the aforementioned Project.
- B. It should be noted that the Contractor shall be totally responsible for the maintenance of and orderly flow of traffic. Construction engineering and any flagmen, signs, and barricades needed for the Project shall be furnished by the Contractor, and the cost shall be considered incidental to the Project.
- C. No premium will be paid if this work must be undertaken at night.

SPECIAL PROVISIONS

6. Notification by Contractor.

Sufficient notice shall be given by the Contractor to all municipal departments, public service corporations, and property owners whose property may be affected by the work in order that they may protect, adjust, remove, or rebuild, or take such measures as necessary to protect their personal property and to minimize inconvenience.

7. Public Convenience.

During the progress of the work, the multi-use path(s) adjoining the work areas and in its vicinity are anticipated to be obstructed. To allow the traffic control plan to be implemented, pedestrian flagging will be necessary during movement of equipment and materials north of the Murry Street pedestrian bridge. If there is an opportunity to reopen the Millrace path in the evenings, this would be appreciated by the community.

8. Cooperation with Officials of the City.

The Bidder's attention is directed to the fact that the City has the legal authority to establish regulations covering streets, bridges, sanitary and storm collections, and water distribution and that any use or disruption of same is subject to their jurisdiction. Therefore, each Bidder is encouraged to consult with City officials prior to submitting a bid on this Contract so that all regulations and established policies of the City are understood. The successful Bidder shall be required to establish close and continuous liaison with the City officials so that proper preparations and close cooperation can be maintained during the demolition work specified for this Contract.

9. Inspection Prior to Final Payment.

When the Contractor considers that he or she has completed all work in accordance with the plans and specifications, Contractor shall advise the City in writing that Contractor is ready for a prefinal inspection. The Contractor and City will inspect the Project to determine the status of completion and make note of any item of work to be completed or corrected before the Project will be considered ready for final payment. Following the inspection, the City will prepare and deliver to the Contractor a list (Pre-Final Punch List) of the work to be completed or corrected and advised of any particulars in which he considers that the work does not comply with the requirements of the Contract and Specification Documents.

Upon receipt of the City's list of work to be completed or corrected and advisement on any particulars, the Contractor shall make such corrections within 15 calendar days and do such things as are necessary to meet the requirements. Failure to complete such corrections in the designated time are ground to make a claim against the bond.

10. Protection of Existing Facilities.

The Contractor's attention is directed to the fact that the Contractor will be required to take all necessary precautionary measures and to perform the work specified for this Contract in such a manner as to adequately protect and safeguard the existing multi-use gravel path, pedestrian paths, drainage structures, and other existing facilities (which are not to be replaced or repaired), from

SPECIAL PROVISIONS

any damage due to construction operations. The Contractor's attention is also called to the fact that the operation of crawler-type construction equipment may be necessary on the paths. It shall be understood by the Contractor that the gravel paths become soft in the spring and following significant rainfalls. The Contractor shall operate on the paths when the least amount of damage will occur. Any damage to existing facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the Contractor as an incidental construction cost. The Contractor will be responsible for any damage to public or private property in and out of the right-of-way.

11. Right-of-Entry.

Contractor is advised that right-of-entry for yard grading and or incidental work for repair or restoration may not have been obtained for each landowner's parcel. Accordingly, the Contractor should coordinate with the City of Goshen prior to commencing substantial work affecting private improvements beyond the rights-of-way or easement as shown.

-End Section-

1. Description of Scope of Work

A. General Description

- 1. Wellington Ditch is located west of the Millrace Canal and extending northnorthwesterly from a westerly projection of College Avenue 2,000 linear feet before the ditch changes direction westerly, veering away from the Millrace Canal, and extending approximately 850 linear feet to a point of intersection with the Elkhart River. Along the ditch's path, multiple logjams and obstructions with accumulated debris have been identified and are presented in Exhibit D.
- 2. The ditch is located within a maintenance easement or on City property.
- 3. Ditch access to the first 2,000 linear feet is available from the Millrace Canal's limestone path, which is generally a 9 to 10-foot wide path with limited points of entry (i.e., Waverly Street and the Rieth Interpretive Center at 410 W. Plymouth Avenue). This portion of the ditch is accessible from the multi-use path and requires traversing the ditch to the west side for removal of logs and debris.
- 4. Ditch access to the westerly 850 linear feet is via a walking path south of the Rieth Interpretive Center, then from the wooded area along the north side of the ditch. This portion of the ditch is accessible from the north side and requires traversing the ditch to the southside for removal of logs and debris.

2. Mobilization and Demobilization

A. General Description

1. This work shall consist of all work necessary for the movement of personnel and equipment to and from the project site, except for seeding, and for the establishment and removal of facilities necessary for the performance of the work. The maximum amount of this pay item as bid shall be 5% of the total contract amount. The mobilization portion of this item will be limited to 75% of the lump sum price. The balance of the lump sum price will be considered demobilization and will be paid for when all work including final clean-up, is completed.

B. Measurement and Payment

1. Mobilization and Demobilization will be paid on a lump sum basis based on the stage of work as identified in the general description.

Item	Unit	Description
1	LSUM	Mobilization and Demobilization

3. Maintenance of Traffic

A. General Description

- 1. Maintenance of traffic includes both <u>pedestrian</u> and <u>vehicular traffic</u>.
- 2. This work shall consist of furnishing, placing, and maintaining all necessary signs, barricades, fences, barriers, flagmen, and other traffic control devices for the protection of the work and safety of the public. The Contractor shall coordinate their work with local agencies (Fire, Police, etc.) and the City of Goshen. These devices shall be in accordance with the Manual on Uniform

- Traffic Control Devices (MUTCD), 11th Edition and Section 801 of the current INDOT Standard Specifications.
- 3. Access for waste disposal, mail delivery, school buses, and emergency vehicles shall be maintained at all times for the named streets. Access to the multi-use paths may be restricted with approval by from the Board of Public Works and Safety and adequate public notice, which Goshen Engineering will coordinate once the Contractor provides proper advance notice.
- 4. Contractor is required to accept the City's maintenance of traffic plan or submit an alternate maintenance of traffic plan for approval by the City prior to beginning construction. All work zones shall be barricaded, fenced, or otherwise prepared so as to provide protection to the public.

B. Installation and Maintenance

- 1. All traffic control devices shall be maintained with no additional payment. Regulatory controls shall not be changed by the Contractor without prior approval by the Engineer. Regulatory controls may be relocated to permit necessary construction, provided these control devices remain effective and convey the intended meaning after relocation to a position which complies with the requirement of MUTCD.
- 2. A watchman will be required to be on call 24 hours a day for the purpose of maintaining all traffic control devices when traffic restrictions are in place.
- 3. The names and telephone numbers of the Superintendent and one other responsible employee shall be furnished. These employees shall be on call and available at nights, weekends, and during other non-working periods to repair or replace all traffic control devices which may become damaged or inoperative.
- 4. The cost of maintaining traffic shall include the cost of all work, temporary signs, barricades, flagging operations, fencing and all other items required for the maintenance of traffic except for that work set out specifically as pay items or as otherwise provided for herein.
- 5. A Right-of-Way permit is not required for this project. Daytime road closures for half block sections may occur on the streets within the project area without Goshen City Board of Works approval. If longer closures (multiple days) are required, then BOW approval is required.

C. Measurement and Payment

1. Maintenance of Traffic will be paid on a lump sum basis as a percentage of the completed work with the first disbursement being no more than 20 percent of the lump sum amount. The final disbursement of 10 percent of the lump sum amount shall be withheld until all traffic control materials are removed.

Item	Unit	Description
1	LSUM	Maintenance of Traffic

4. Tree Removal

A. General

- 1. Tree removal shall follow Indiana Code 14-28-1-22 (b) (7) (C) through (L). A copy of DNR's Regulatory Logjam Guide is attached as Exhibit B. Tree removal shall include the removal of logs, jams, debris, and any other item directed to be removed by Goshen's Onsite Representative that is not paid for elsewhere in these Specifications. All debris will be disposed of off-site in an approved manner according to all City, County, and State statues.
- 2. For logs that are partly on private property (i.e. outside the drainage easement) the City will obtain the necessary right of entry paperwork.

B. Stumps and Roots

- 1. Free logs must be relocated and removed from the floodplain. A free log includes a log that is still attached to a root system that is no longer in the ground.
- 2. Affixed logs must be relocated, and removed from the floodplain. An affixed log includes a log that is still attached to a root system that is still in the ground. If the root system is still in the ground the log must be cut to allow the root system to remain in the ground. Unsecure stumps and stump roots that are moved with the log shall be considered part of the log and removed. Cutting and removing the affixed log is not required if the Contractor removing the log determines that cutting and removal would create an unreasonable risk of bodily harm to an individual. Unreasonable risks are to be identified by the Contractor and related to Goshen's Onsite Representative for concurrence and documentation.
- 3. Isolated or single logs that are embedded, lodged, or rooted in the channel, and that do not span the channel or cause flow problems must not be removed unless the logs are either of the following:
 - (i) Associated with or in close proximity to larger obstructions.
 - (ii) Posing a hazard to agriculture, business, navigation, or property. Any log near the levee's toe of slope has been deem a hazard to property.
- 4. A leaning or severely damaged tree that is in immediate danger of falling into the waterway may be cut and removed. The system and stump of the tree must be left in place. The contract does not anticipate the removal of standing trees; however, it a standing tree is identified for removal during the work, it will be negotiated and its removal will be paid for through a contract addendum.

- 5. With this contract, it is the City's goal to clear the waterway while limiting damage to the multi-use path, pedestrian paths, the canal embankment, and ditch.
- C. Work Within the Floodplain
 - 1. To the extent practicable, the construction of access roads must be minimized, and should not result in the elevation of the floodplain. The City does not desire the construction of any access roads or the cutting of upland trees to gain access to the waterway.
 - 2. If cutting of upland trees is necessary, the cutting shall be approved by City prior to the work taking place. Trees that area cut shall be cut flush to the ground, and the stump shall be left in place. The cutting and disposal of standing trees for project access shall be considered incidental to the project.
- D. Access, Erosion Control, and Restoration
 - 1. To the extent practicable, work shall be performed exclusively from one side of the waterway. Crossing the bed of the waterway with construction equipment is prohibited.
 - 2. To prevent the flow of sediment laden water back into the waterway, appropriate sediment control measures shall be installed, and daily work shall start at a downstream point with work progressing upstream.
 - 3. All holes/depression associated with pulled logs or ruts created by the Contractor within the identified construction limits, but not within the waterway, shall be addressed.
 - (i) Holes/depressions on the levee bank shall be backfilled and compacted to match the surrounding grade. Sand and 4-inches of topsoil with INDOT Type "U" seed and mulch shall be applied. All disturbed areas shall be covered with an appropriate temporary mulch cover.
 - (ii) Holes/depressions upland of the ditch, but not along the multi-use path shall be tamped down and restored with INDOT Type "U" seed and mulch shall be applied. Per the U.S. Army Corp., fill is not to be added to avoid damaging wetland flora.
 - 4. Damage to the multi-use path by the Contractor's work shall be intentionally kept to a minimum. If restoration of the path is required, it shall be restored with INDOT #10F compacted limestone aggregate. This material is trucked in from Fort Wayne, IN and a stockpile is kept on hand by the Goshen Park Department. If path restoration is kept to minimum and the quantity of material needed by the Contractor is less than 3 cyd (assumed calculation of 1" of material distributed 10' wide over 100' in length), the City will supply the material at no cost to the Contractor. The Contractor will be required to collect the material from the City's stockpile.

E. Measurement and Payment

1. Tree removal shall be paid on a lump sum price per identified site as defined by the mapping and photographs provided under Exhibit D.

Items	Unit	Description
1	LSUM	Tree Removal, Site

-End Section-

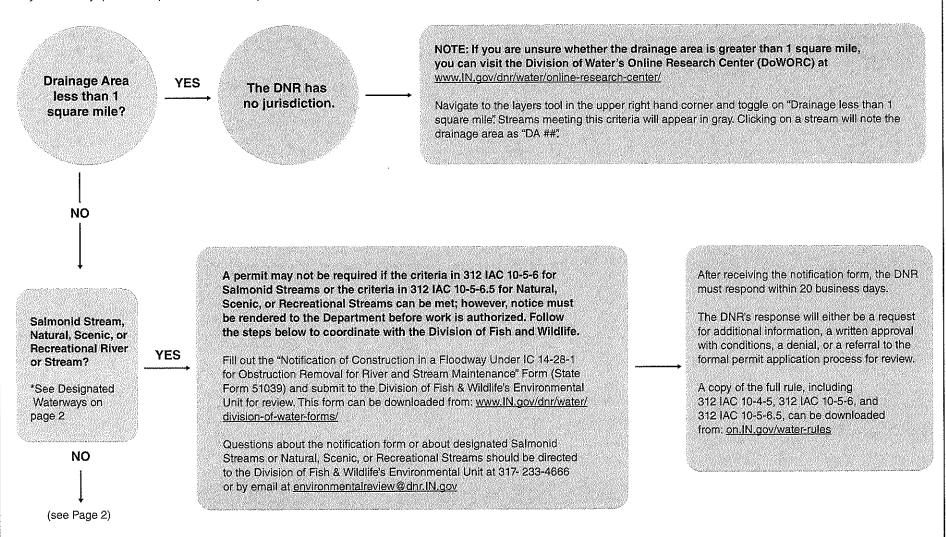
Exhibit B – DNR Logjam Removal Guidance



Water

Regulatory Guide for Removal of a Logjam or a Mass of Wood Debris from a Floodway

This document should be used as a reference to determine whether a logiam or mass of wood debris can be removed without prior written notification and approval from the DNR, with written notification to the DNR, or if a formal permit application review is needed. This document is not in reference to removal of a sandbar from beneath a bridge. The DNR does not have funds available to assist in the removal of a logiam or mass of wood debris. Permission from the landowner is needed if working on property other than your own. If you have any questions about this document, please contact the Division of Water's Technical Services Section at 317- 232-4160 option 1.



(Continued from Page 1)

For projects along streams with an upstream drainage area of 1 square mile or greater and not along one of the designated waterways listed in this guide, if the project meets the conditions in IC 14-28-1-22 (b) (7) (C) through (L), no correspondence with the DNR is required:

- (C) Except as otherwise provided in Indiana law, the following apply to logs that are crossways in the channel:
 - (i) Free logs must be relocated and removed from the floodplain. A free log includes a log that is still attached to a root system that is no longer in the ground.
 - (ii) Affixed logs must be cut, relocated, and removed from the floodplain. An affixed log includes a log that is still attached to a root system that is still in the ground. If the root system is still in the ground, the log must be cut so as to allow the root system to remain in the ground. However, cutting and removing the affixed log is not required if, in the opinion of the individual removing the log, the cutting and removing would create an unreasonable risk of bodily harm to the individual.

Logs may be maintained in the floodplain if properly anchored or otherwise secured so as to resist flotation or dislodging by the flow of water and placement in an area that is not a wetland. Logs must be removed and secured with a minimum of damage to vegetation.

- (D) Isolated or single logs that are embedded, lodged, or rooted in the channel, and that do not span the channel or cause flow problems, must not be removed unless the logs are either of the following:
 - (i) Associated with or in close proximity to larger obstructions.
 - (ii) Posing a hazard to agriculture, business, navigation, or property,
- (E) A leaning or severely damaged tree that is in immediate danger of falling into the waterway may be cut and removed. The root system and stump of the tree must be left in place.
- (F) To the extent practicable, the construction of access roads must be minimized, and should not result in the elevation of the floodplain.
- (G) To the extent practicable, work should be performed exclusively from one side of a waterway. Crossing the bed of a waterway is prohibited.
- (H) To prevent the flow of sediment laden water back into the waterway, appropriate sediment control measures must be installed.
- (I) Within 15 days, all bare and disturbed areas must be revegetated with a mixture of grasses and legumes. Tall fescue must not be used under this subdivision, except that low endophyte tall fescue may be used in the bottom of the waterway and on side slopes.
- (J) A logjam or mass of wood debris that is removed from a river or stream may be burned so completely as to eliminate the risk that the resulting ash and remnants will not cause another logjam, unless a local ordinance specifies otherwise.
- (K) Subject to clause (L), a person removing a logiam or a mass of wood debris from a river or stream under this subdivision without obtaining a permit.
 - (i) May use the means that the person believes to present the lowest risk
 - of physical injury to individuals performing the removal work; and
 - (ii) May, subject to clause (G) use mechanical equipment appropriate
 - to the task of removing the logiam or mass of wood debris.
- (L) A person removing a logiam or a mass of wood debris from a river or stream under this subdivision must comply with the following:
 - (i) Section 404 of the federal Clean Water Act (33 U.S.C. 1344)
 - (ii) IC 13-18-22 (state regulated wetlands)

If the project cannot meet the criteria above, a formal permit application review is required. A permit application form and additional information about the permit application process can be found at: on.IN.gov/water-permits

IC-14-28-1-3.5 Logiam Definition

An accumulation of lodged trees, root wads, or other debris that impedes the ordinary flow of water through a waterway. The term does not include the development of sandbars, sedimentation, or accumulations of stone or gravel. Logjams are evidenced by a blockage that does any of the following: (1) Traverses the waterway, (2) Causes upstream ponding, (3) Results in significant bank erosion.

IC 14-28-1-3.7 "mass of wood debris" Definition

An accumulation of lodged trees or other woody debris that does any of the following: (1) Causes or threatens to cause flooding on a road or private property, (2) Impedes navigation by boat, (3) Reduces the capacity of a waterway to transport water.

Designated Waterways

SALMONID STREAMS

- (A) Trail Creek and its tributaries downstream to Lake Michigan.
- (B) East Branch of the Little Calumet River and its tributaries downstream to Lake Michigan via Burns Ditch.
- (C) Salt Creek above its confluence with the Little Calumet River.
- (D) Kintzele Ditch (Black Ditch) from Beverly Drive downstream to Lake Michigan.
- (E) The Galena River and its tributaries in LaPorte County.
- (F) The St. Joseph River and its tributaries in St. Joseph County from the Twin Branch Dam in Mishawaka downstream to the Indiana/Michigan state line.
- (G) The Indiana portion of the open waters of Lake Michigan.
- (H) Those waters designated by the Indiana Department of Natural Resources for put-and-take trout fishing. (Refer to www.IN.gov/dnr/fish-and-wildlife/fishing/indiana-fish-stocking for listing of put-and-take trout fishing locations.)
 Further details can be found at http://www.in.gov/legislative/iac/T03270/A00020.PDF

NATURAL, SCENIC, or RECREATIONAL RIVER or STREAM

Blue River – Harrison, Crawford and Washington counties Cedar Creek – Allen and DeKalb counties Wildcat Creek – Tippecanoe and Carroll counties Further details can be found in 312 IAC 7-2, at; www.in.gov/legislative/iac/T03120/A00070.PDF

Exhibit C – Army Corp. of Engineers Determination



DEPARTMENT OF THE ARMY

U.S. ARMY CORPS OF ENGINEERS DETROIT DISTRICT, MICHIANA SECTION 2422 VIRIDIAN DRIVE SUITE #200 SOUTH BEND, INDIANA 46628-3561

March 04, 2025

Regulatory Branch File No. LRE-2025-00115-120-Q25

Jason Kauffman City of Goshen 204 East Jefferson Street Goshen, Indiana 46528

Dear Mr. Kauffman,

We have reviewed the information that you recently submitted for a proposed project located in Goshen, Indiana (Latitude 41.57015 and Longitude -85.833435, Elkhart County). Per your description of the project, we understand the project involves the removal of logiams and other woody debris from within Wellington Ditch.

In all waters of the United States including adjacent wetlands, any discharge of dredged and/or fill material must be authorized by the Department of the Army. The authority of the Corps of Engineers to regulate the discharge of dredged and/or fill material into waters of the United States including adjacent wetlands, is contained in Section 404 of the Clean Water Act and regulations promulgated pursuant to that Act. Please be advised that filling and grading work, mechanized landclearing, the sidecasting of excavated material, and some forms of piling installation constitute or otherwise involve discharges of dredged and/or fill material under the Corps' regulatory authority.

Activities involving only "incidental fallback" do not require a Section 404 permit. Examples of "incidental fallback" include: dredged material that falls from the dredge bucket as it is raised up through the water column; dredged material that falls from a dredge cutterhead or clamshell bucket as it is moved through the sediment to pick up and remove soil; and, the movement of dredged material around a backhoe bucket as it is moved through the soil in its normal, routine use in lifting and removing sediment. "Incidental fallback" does not include: "sidecasting" which involves placing removed soil alongside an excavation area, even temporarily, into waters/wetlands; sloppy disposal practices involving discharges into waters/wetlands; temporary or permanent stockpiling or disposal of dredged materials in waters/wetlands; or mechanized landclearing which typically involves pushing or moving soil with bulldozer blades and other equipment from one location to another in waters/wetlands of the United States. Other activities may require a case-by-case review.

We have determined that a Department of the Army (DA) permit is not required for the work indicated on the enclosed plans, as long as special conditions are followed. Any construction activities other than those shown on the plans you provided, or which occur outside your specified work area, may render this review invalid. To fully document your proposed activity, we have made your submittal and copies of the enclosed plans a part of our permanent records.

As stated above, based on the enclosed plans, we have determined that a Department of the Army permit is not required for the discharge of dredged material incidental to fallback subject to the following conditions:

- Excavated woody debris will be immediately placed into adjacent upland areas. No material may be sidecast, temporarily or permanently, into wetlands in or adjacent to Wellington Ditch and/or the Elkhart River. No fill, temporary or permanent, for access is required.
- 2. You acknowledge that all excavated materials will be disposed of on upland locations with no placement in, or return to, any waterway or wetland. Liability for proper placement of all materials, including that disposed of offsite by any party, notwithstanding ownership, remains with you.
- 3. This letter does not authorize the discharge of dredged and/or fill material, including preliminary grading or incidental movement of soils, for access or haul roads, or to construct storing or staging areas or pads in any waters/wetlands. The temporary use of mats for equipment access is acceptable.
- 4. This letter does not excuse you from the obligation to obtain any other Federal, state, and/or local authorization, if required. You should not commence work until you receive the required authorizations. We urge you to contact the Indiana Department of Environmental Management at (317) 233-8488. In addition, this letter does not grant any property rights or exclusive privileges or authorize any injury to the property or rights of others.
- 5. If you contemplate any changes or additional activities from those depicted on the plans, please submit them to this office for authorization review prior to any construction.

If you anticipate discharging any dredged and/or fill material into a water of the United States including adjacent wetlands, you will need to apply for and receive authorization from the Corps prior to starting such work. The necessary permit application can be found on our website at https://www.lrd.usace.army.mil/Wetlands-Permits/Article/3647635/regulatory-program-indiana/. Plan view and cross-sectional view drawings, in 8½" x 11" format, should accompany the application. Drawings and a narrative on the form should specifically identify and describe all the structures, work, and discharges which we regulate as described above, including temporary or construction measures.

Should you have any questions, please contact me at the above address, by E-Mail at Scott.C.Girardi@usace.army.mil, or by telephone at (574) 232-1952 ext. 21968. In all communications, please refer to File Number LRE-2025-00115-120-Q25.

We are interested in your thoughts and opinions concerning your experience with the Detroit District, Corps of Engineers Regulatory Program. If you are interested in letting us know how we are doing, you can complete an electronic Customer Service Survey from our web site at: https://regulatory.ops.usace.army.mil/customer-service-survey/. Alternatively, you may contact us and request a paper copy of the survey that you may complete and return to us by mail or fax. Thank you for taking the time to complete the survey, we appreciate your feedback.

Sincerely,

Scott C. Girardi Regulatory Project Manager Michiana Section

Copy Furnished

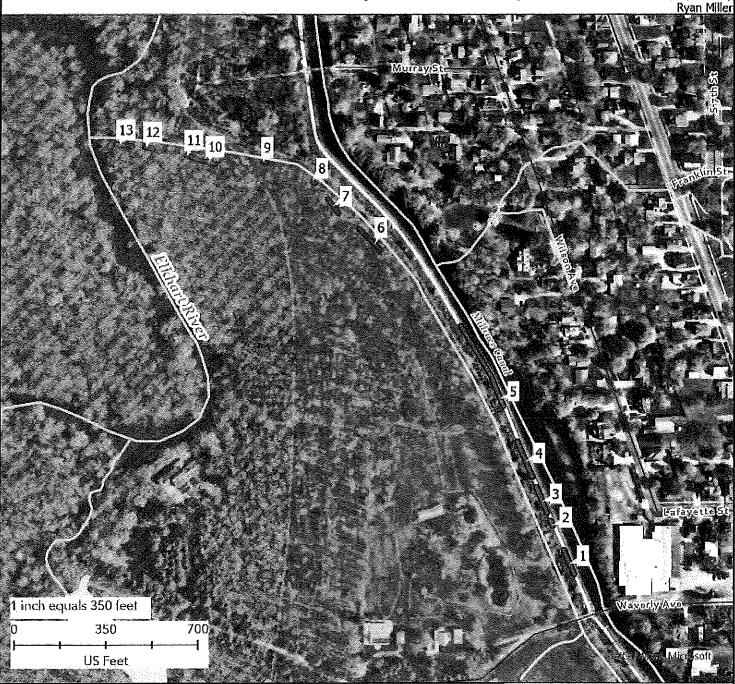
City of Goshen, Sailor, Miller, w/encl. IDEM, Office of Water Quality, w/encl. IDNR, Division of Water, Smithers, w/encl.

Goshen

Wellington Ditch Logjam areas from Waverly to the Elkhart River (JN: 2025-0018)



Printed 2/20/2025 by



Legend

--- Road Segments

Logiam Locations

FloodHazard_BestAvai_DNR_Water

FEMA Zone AE Floodway; FEMA Administrative Floodway

FEMA Zone AE Not Mapped

Flowline

Waterbody

Spatial Reference Information Name: WGS 1984 Web Mercator Auxiliary Sphere Projection: Mercator Auxiliary Sphere Central Meridian: 0.0000 Acrial Imagery from Nearmap US Inc

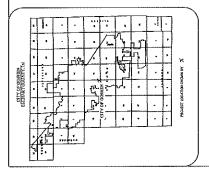
The City of Goshen

Department of Public Works & Safety Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528 Phone: 574-534-2201 engineering@goshencity.com

The City of Goshen's Digital Data is the property of the City of Cothen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constactly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclarm any assumption of the legal status they represent. Any implied warranties, including warranties of me chantability or fanes for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or fracturate, and is subject to mostifications and changes. City of Gashen and Eshant County connect be held fiable for errors or contained in the data. The explicitn's use and reliance upon such data is at the recipient's tiels. By using this data, the excipient agrees to protect, held handless and indepentity the City of Goshen and Elikhatt County and is employees, and officers. This indemnity covers reasonable attorney feel and county arising out of this disclaimer.

Exhibit D – Project Drawings



WELLINGTON DITCH MAINTENANCE JN: 2025-0018

	NIPSCO GOSHIN, IMDANA ARZIE 1-574-CS-GRA	NIPGCO 2005 HER HOLMAN 46028 1005 HEROHER ROAD 1-3744,005-0200	FRONTIER ZZŚZO COISTY ROAD 45 ELYPKRT, INDMINA 46519 1-574-DS-4519	NEW PARIS TELEPHONEJ COMMUNET PRIEK stode MRNET STREET NEW PARIS, INDIANA 40555 1-574-EST-2778	COMCAST CABLE ADIS ELISION LAKES PARAMAY ABSARVARA, BIDI ATA AGSIS 1-774-257-2502	GOSHEN UTILITIES COSHEL HOMANA RECO 1-ST-ESS-BOB 1-ST-ESS-BOB EMERORIST AFTER MOURS 1-ST-208-3723	HDLEY MCKEY 1-800-380-6544 OR 811
UTILITIES	GAS	ELECTRIC	THE EPHONE		È	Ихтел в Вемея	UTILITY LOCATE

PROJECT SITE

2	GIAM LEICHTY	RICHARD R. AGUIRRE	DON REGSECKER - DISTRICT C	CART THETON - VAIGH OLIVE
<u>ADMINISTRATION</u>	Name	CITY CLERK-TREASURER	COSTMON COUNCIL.	

MAYOR	SIMA LEICHTY
CITY CLERK-TREASURER	RICHARD R. ASUIRRE
COSIMON COUNCIL.	DON REGSECKER - DISTRICT ONE
	DOUG NIBLEY - DISTRICT TWO
	MATTHEW SCHOOK - DISTRICT THR
	MEGAN SICHORN - DISTRICT FOLIP
	PHILLEDERACH - DISTRICT FIVE

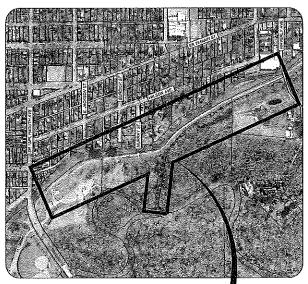
LINDA GERGER - AT LARGE	GENA LEICHTY - MAYOR	MICHAEL A LATIDIS - MEMBER	MARY NICHOLS - MEABER	BARB SWATTLEY - MEMBER	CRV NYERS - MEMBER
	BOARD OF PUBLIC WORKS	Trainer Carlo			

PER CHPTER 30, SECTION 30.3 OF RECOMMENDED STANDARDS FOR WASTERWITER BACKTIES SENER SERVINON & DANSTARY TO WATER MANN HORIZONTA, SEPARATION SAME, DE 157 AND VERTICAL, SEPARATION SAME, LES 15. P ANY ENRORS BECOME APPARENT, THEY SHALL BE BROLIGHT TO THE ATTENTION OF THE BUSINEEN RANGISATELY FOR CLARIFICATION OR REDESSION.

Between Waverly Ave. and Murray St. Wellington Ditch Maintenance

SHEET DESCRIPTION

X-2558-01 X-2058-02 X-2558-03 X-2558-04 X-2558-05



The City Of Goshen
Department of Public Works & Salety
Office of Engineering
To East Jefferson Steel, Costen, Indiana
46528
Prone: 574-534-526

VICINITY MAP

PROJECT DESCRIPTION

CONTRACTOR GHALL ADHERE TO THE BROSION CONTROL REQUIREMENTS DEVELOPED FOR THIS PROJECT AND AS APPROVED BY THE LOCAL BOIL AND WATER OFFICE

ENGINEERING 81% GOSHEN CITY ENGINEERING 204 E. JEFFERSON STREET GOSHEN, IN 48528

AS SHOWN X-2559-01



CANAL PATH DETOUR





SIGN ASSEMBLY 'A' USE APPROPRIATE LEFT OR RIGHT ARROW TO DIRECT PEDESTRIANS



SIGN ASSEMBLY 'B'
USE APPROPRIATE LEFT OR RIGHT
ARROW TO DIRECT PEDESTRIANS

PATH CLOSED TO PEDESTRIANS BETWEEN MURRAY ST. AND WAVERLY AVE., FOLLOW POSTED DETOUR ROUTE

NOTICE SIGN INSTALL AT RIETH INTERPRETIVE CENTER PATH ENTRANCE

The City Of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Steet, Goshen, Indeara
Phone: 5745342201 Fax: 574534688

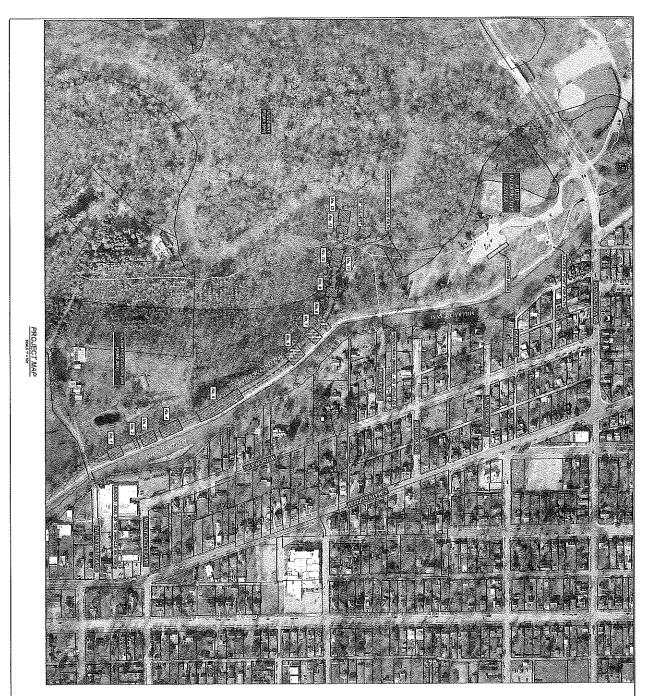
St.

Wellington Ditch Maintenance Between Waverly Ave. and Murray

X-2559-02

Defined by: Approved to:

J. Hoffman D. Sallor, P.E.
Deller by:
J. Hoffman 02:27/3025 AS SHOWN





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Wellington Ditch Maintenance Between Waverly Ave. and Murray St.

Overall Location Nap

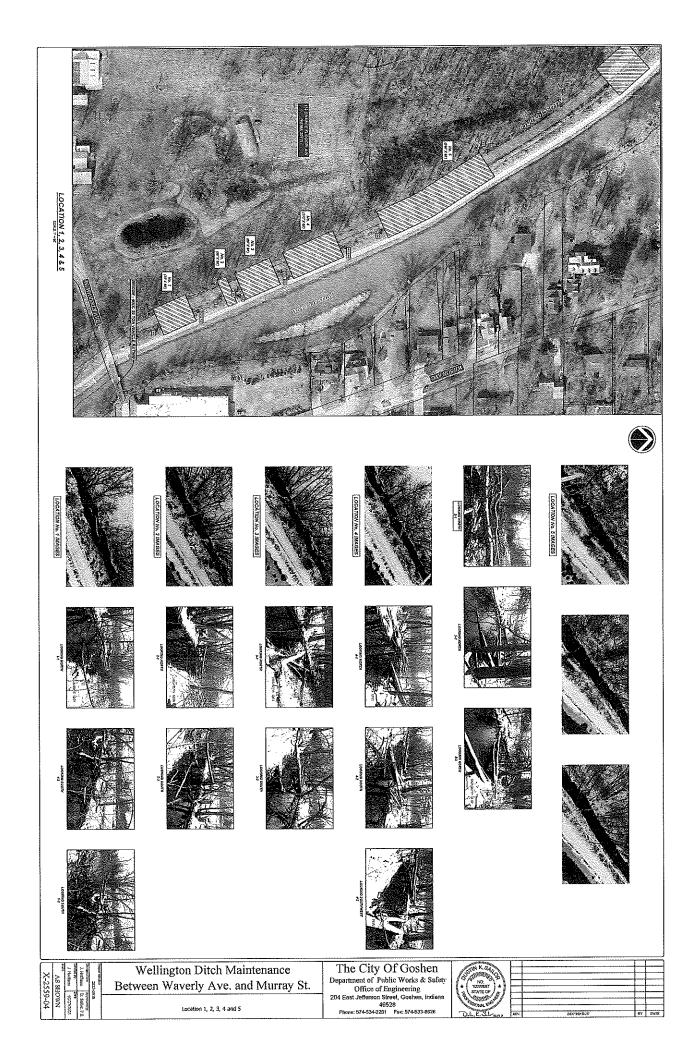
The City Of Goshen

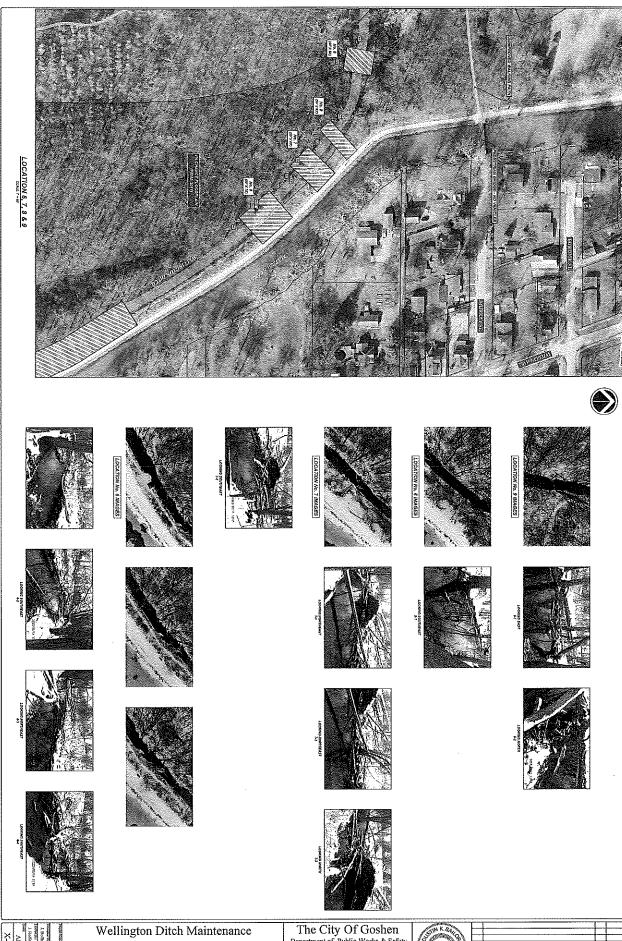
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana
46528

Phone: 574-534-2201 Fee: 574-533-8628



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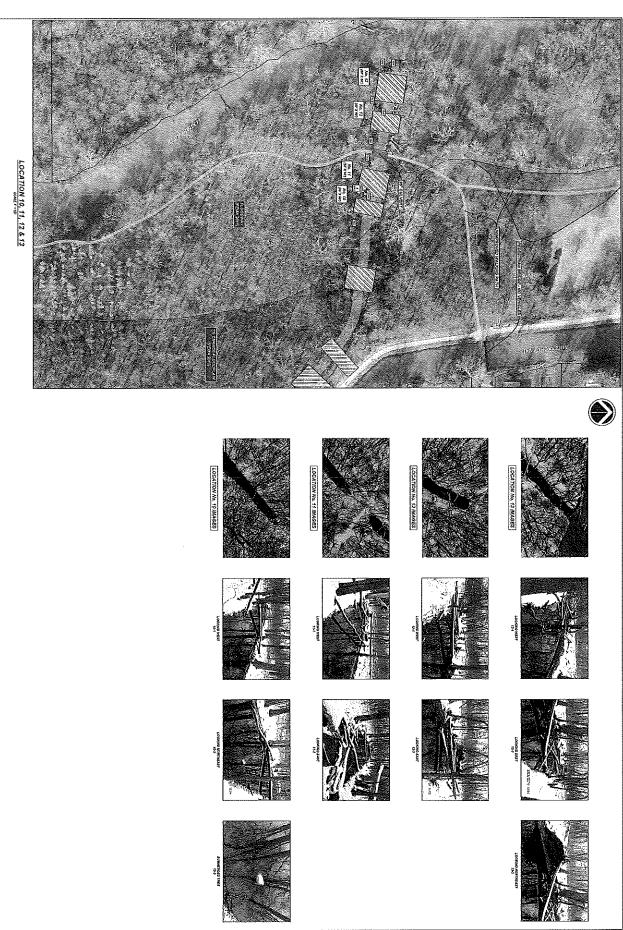
Between Waverly Ave. and Murray St.

Location 6, 7, 6 and 9

The City Of Goshen
Department of Public Works & Safety
Office of Engineering
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Wellington Ditch Maintenance Between Waverly Ave. and Murray St.

Location 10, 11, 12 and 13

The City Of Goshen
Department of Public Works & Sufety
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46528
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Engineering Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1

Goshen, IN 46528-3405

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

ADDENDUM NO. 1 TO THE BIDDING DOCUMENTS FOR WELLINGTON DITCH MAINTENANCE Issued: March 18, 2025

City Project No. 2025-0018

The following amendments to the plan documents for the above-mentioned project are hereby included with the original plan documents, (plans and specifications). The contract shall be bid based on the above-mentioned plans and specifications as amended by the following addendum. The contractor shall indicate on the bid that this and any other specific addenda are received and reflected in the bid.

I. The following is General Information

1. Meeting Minutes – Minutes from the pre-bid meeting held on March 12, 2025, are attached as Exhibit A1-1.

II. Project Clarification, the following information shall be understood.

- 1. Waverly Bridge Load Capacity The bridge has a rating of 20 Ton.
- 2. The ditch easement has a width of 50 feet; 25 feet on either side of the ditch centerline.
- 3. What does the access path from the staging area to the pedestrian path look like?
 - a. A drawing showing the access path is included in Exhibit B1-1.
 - b. Tree branches that extend into the access path and the pedestrian path will be pruned back by the City of Goshen Environmental Resilience Department.
- 4. What is the maximum diameter of wood the Goshen Environmental Center will accept?
 - a. Wood that is 24" diameter and smaller are accepted.
- 5. Can the woody debris be staged somewhere?
 - a. Staging can be done on the earthen path to the west of the Murray Street Bridge.
- 6. Can the woody underbrush be mowed?
 - a. No chiping/mowing of material can be done. All woody materials are to be removed by cutting them at ground level.
- 7. What is the minimum diameter of the woody debris to be removed from the water?
 - a. Woody debris less than 2" shall be removed from the water, however, large accumulations of woody material are to be removed in full. The Contractor is not

Wellington Ditch Maintenance March 18, 2025 Page 2

expected to pull out every stick but must make every effort to keep woody debris from floating downstream to accumulate in another location.

- 8. Will the pedestrian path be opened to the public during the weekends?
 - a. The City intends to keep the path closed during the duration of the project.
- 9. Will there be a need for a best management practice to be installed to capture sediment and debris?
 - a. Yes, appropriately sized measures will need to be installed to capture sediment and debris to prevent them from being discharged to the Elkhart River.

III. Under the Project Specifications, the following changes shall be made.

- General Conditions, Section 5, Payment This section conflicts with the section in the example contract and the section within the General Conditions shall be struck.
- 2. General Conditions, Section 7, Insurance This section conflicts with the section in the example contract and the section within the General Conditions shall be struck.
- 3. Project Specifications, Section 4 Tree Removal, Letter D Access, Erosion Control, and Restoration Erosion control blankets used for restoration shall not include plastic netting. Instead, natural fiber netting or no net blankets shall be used.
 - a. See INDOT Standard Specifications 621.05 Applying Fertilizer, Seed, and Mulch
- 4. Project Specifications, Section 4 Tree Removal, Letter D Access, Erosion Control, and Restoration, Number 3 INDOT Type "U" seed is replaced with "Seed Mixture Floodplain". See INDOT Standard Specifications 621.06 (e).

IV. On the Plan Drawings, the following changes shall be made.

1. The route from the staging area to the pedestrian path along the Millrace Canal has been defined and tree protection has been identified. See attached Exhibit B1-1.

V. Items to be added or removed from the Project Itemized Proposal

1. None

-END ADDENDUM-

CITY OF GOSHEN	
Dustin K. Sailor	
Dustin K. Sailor, P.E. (IN & MI) Director of Public Works & Utilities	
A signed copy of this addendum shall be submitte	d with the proposal.
Acknowledged by: Signature of Bidder	Date:



Contractor Meeting for Wellington Ditch Maintenance Jn: 2025-2018 Wellington Ditch Cleaning

Exhibit A1-1 Meeting Minutes

Attendance: Aden Hochstetler Cut Rite Services

Wayne Hochstetler Cut Rite Services
Thad Warble SAR Excavating

Clay Kusbach Davey Resource Group
Mike Kolesiak Kolesiak Excavating
Tanya Heyde Parks Department
Kevin Yoder Parks Department

Adam Wenger BMF Transport & Excavating

Aaron Kingsley Environmental Resilience Department

Dustin Sailor Engineering Department
Jason Kauffman Stormwater Department
Ryan Miller Stormwater Department

Purpose:

Provide an overview of the Wellington Ditch Maintenance project to potential bidders and to answer any questions they may have about the project.

Project Timeline:

- Bids are to be submitted by Noon on Monday, March 24th to allow for review and submittal to the Goshen Board of Public Works and Safety for acceptance on Thursday, March 27th.
- Once the Notice to Proceed is given the Contractor will have 45 days to complete the project.

Project Overview and Discussion

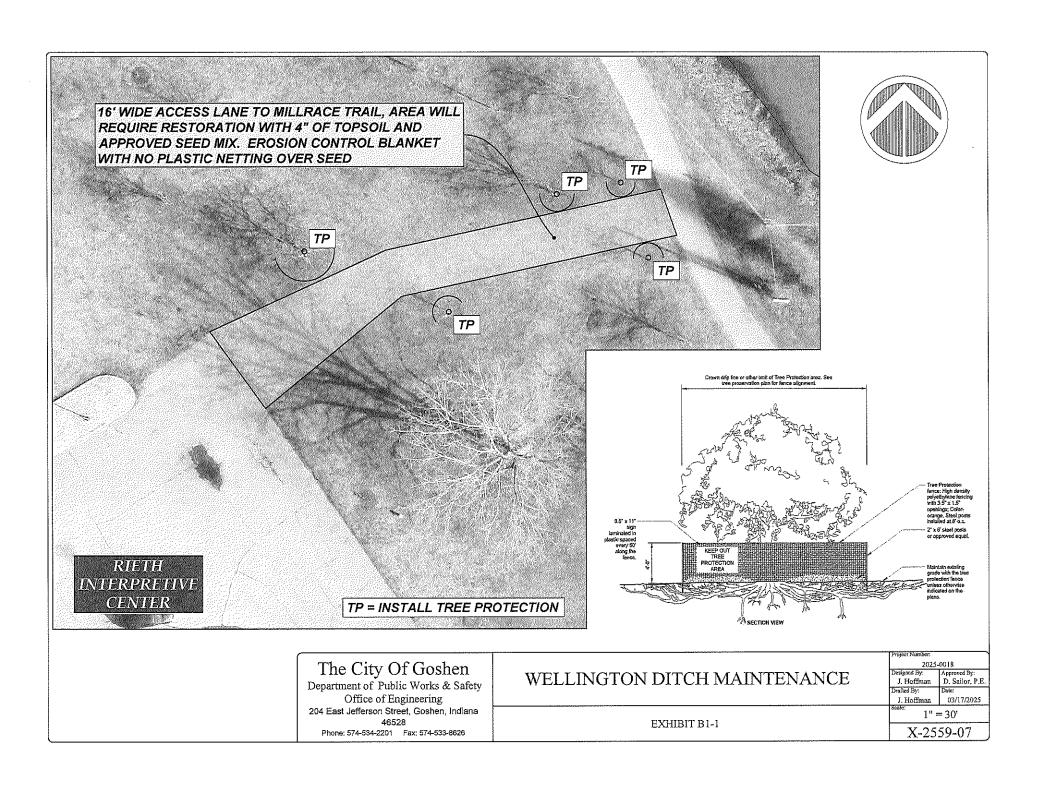
- Jason Kauffman, Goshen Stormwater Coordinator, welcomed everyone and provided an overview of the project showing the area where the logjams and woody debris have accumulated and explaining how there are 13 areas with nine (9) located within the floodplain and four (4) within the floodway of the Elkhart River.
- 2) Jason discussed how the path will be closed 24/7 throughout the duration of the project and explained the pedestrian detour. He pointed out how the Contractor will be required to provide flagging along the pedestrian path from

F:\Projects\2025\2025-0018 Wellington Ditch Cleaning\Meetings\2025.03.12 Pre-Bid Meeting Minutes.doc

Wellington Ditch Maintenance March 14, 2025 Page 2

- the Murray Street Bridge to the north side of the access path from the staging area when equipment and vehicles are moving along the path.
- 3) An explanation of each of the 13 sites was provided along with aerial and onthe-ground images.
- 4) Access to each site was also discussed as some areas will be accessed from the north side of the ditch where the ditch runs east to west and from the pedestrian path for the sites along the Canal.
- 5) Dustin Sailor pointed out that the woody debris can be disposed of at the Goshen Environmental Center. He said a letter will be given to the Contractor to show at the Environmental Center showing they have permission to dispose of the woody debris.
- 6) Jason and Dustin explained how this project does not require permits from the IN DNR, IDEM, or USACOE, as long as no fill material is placed within the floodplain or floodway and trees must be cut at grade and the stumps and roots left in place.
- Jason indicated the Contractor should work downstream to upstream to avoid sediment obscuring the work area.
- 8) Dustin stated that if the 45 day completion timeframe is to short the Contractor needs to let the City know so modifications to the contract can be made.
- 9) Attendees discussed the potential locations for staging of woody debris before it is chipped or hauled off-site. City staff indicated the potential location and said it would be one of the stops during the project walkthrough.

After a few additional general questions, meeting attendees completed a walk-through of the project site to observe the existing conditions, assess accessibility to each location, and to ask clarifying questions.





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) 534-3 185 engineering@goshencity.com • www.goshenindiana.org

Memorandum

To:

Board of Works and Safety

From:

Dustin K. Sailor, Director of Public Works & Utilities

RE:

GOSHEN ENGINEERING - CONSTRUCTION STANDARD DETAILS

(JN: 2014-0025)

Date:

March 27, 2025

Per City Ordinance 3713 and Article 5.4.1.1 of the City's Codified Ordinance, the Board of Public Works and Safety is the governing body responsible for approving Goshen's Design and Construction Standards for Streets and Utilities.

Following several years of development, Goshen Engineering respectfully submits for the Board's consideration a comprehensive new set of **Construction Standard Details** covering water, sanitary and storm sewer, roadway, and miscellaneous construction elements. In total, **124 standard details** are being presented for review and approval.

Upon approval, these standards will be made publicly available on the City's website for application to local projects. Moving forward, the standards will be revised and expanded as needed—subject to Board approval—to reflect evolving materials, methods, and best practices in construction.

Key highlights of the updated standards include:

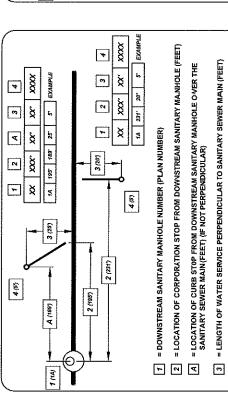
- A consistent indexing system for efficient reference;
- Uniform formatting and clearly defined construction expectations:
- Digital accessibility for ease of distribution and implementation.

Suggested Motion: Move to approve the Construction Standard Details for Streets and Utilities as presented.

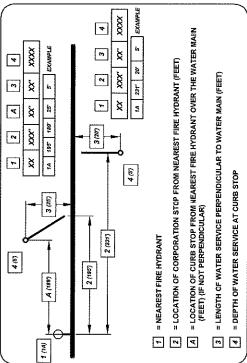
CITY OF GOSHEN STANDARD MISC. DETAILS

	SECTION 100 MISC. DETAILS
MC-101	RECORD DRAWINGS
MC-102	HORIZONTAL AND VERTICAL UTILITY SEPARATION
MC-103	VALVE BOX ADJUSTMENT PATCH
MC-104	MILLING AT PAVEMENT TRANSITION
MC-105	AGGREGATE SHOULDER
MC-106	DECORATIVE STREET LIGHT
MC-107	DECORATIVE STREET LIGHT FOUNDATION
MC-108	DECORATIVE STREET LIGHT H-PANEL
MC-109	TREE PLANTING

WATER SERVICE RECORD MEASURED FROM SANITARY MANHOLES



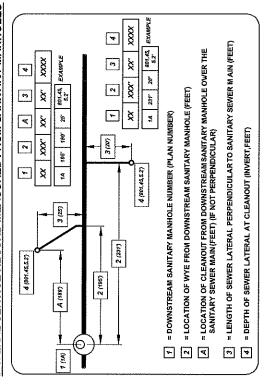
WATER SERVICE RECORD MEASURED FROM FIRE HYDRANTS



PLACE THE APPROPRIATE ABOVE DETAIL(S) ON EACH RECORD DRAWING SHEET

4 = DEPTH OF WATER SERVICE AT CURB STOP

LATERAL SERVICE RECORD MEASURED FROM SANITARY MANHOLES



CONTRACTOR'S NAME STREET ADDRESS P.O. BOX NUMBER CITY, STATE, ZIP CODE PHONE NUMBER	NT: SUPERINTENDENT'S NAME	MOUTH YEAR	INSPECTOR'S NAME	
CONTRACTOR:	CONTRACTOR SUPERINTENDENT:	YEAR COMPLETED:	PROJECT INSPECTOR:	_

PLACE ON COVER SHEET

Department of Public Works & Safety The City Of Goshen Office of Engineering

Date Approved

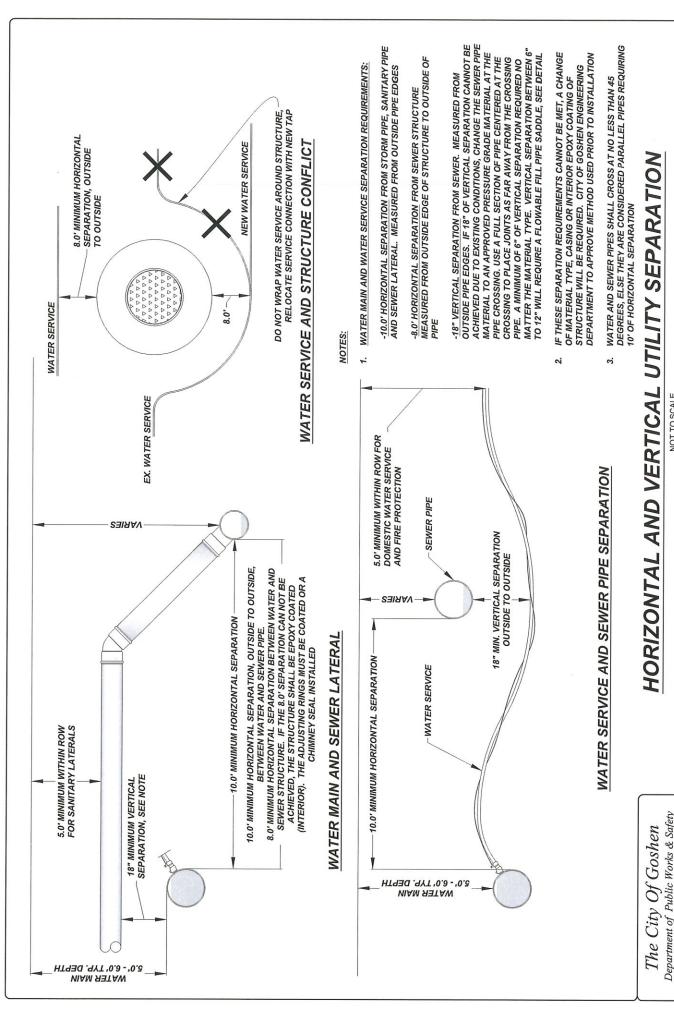
204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindiana.org

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By The City Of Goshen Board Of Public Works & Safety and Approved Revisions		
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Y OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. J. Hoffman

Drafted By:



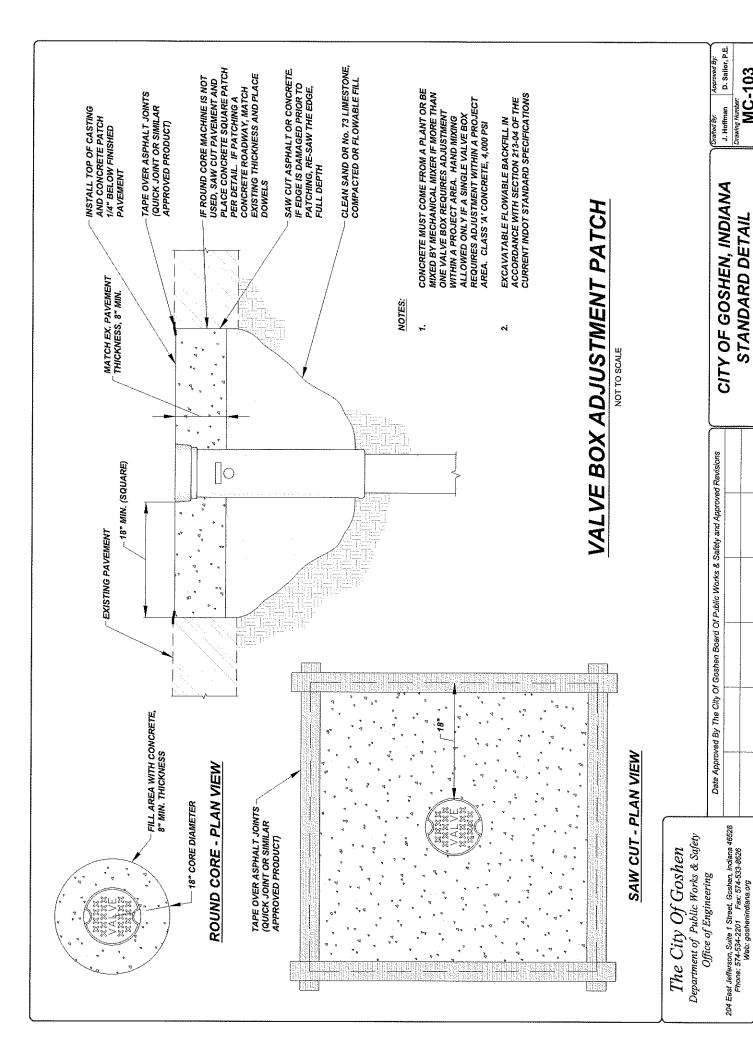
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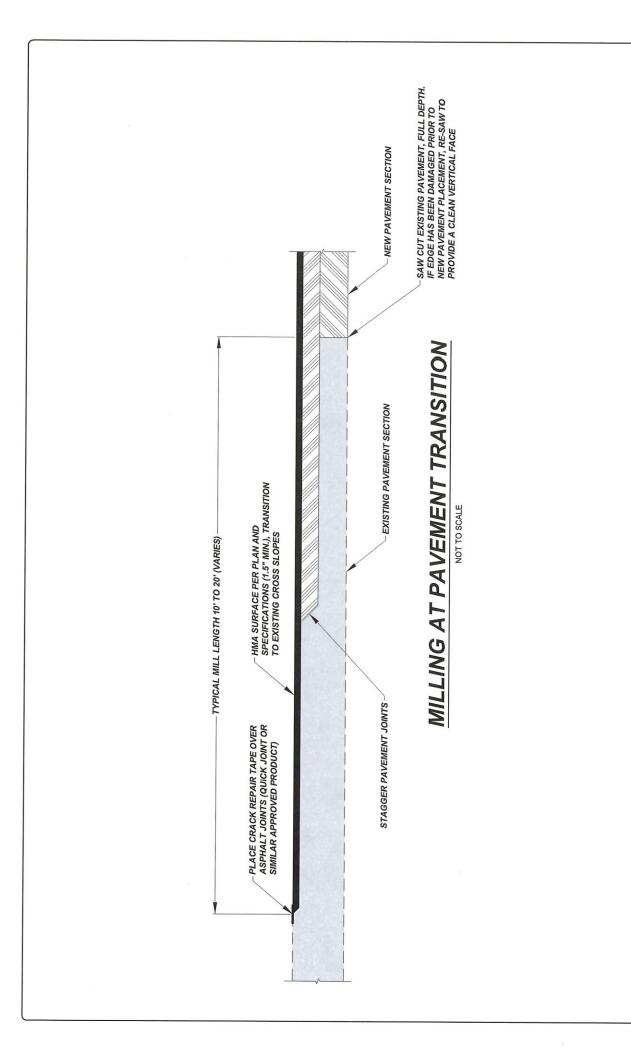
CITY OF GOSHEN, INDIANA STANDARD DETAIL

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Office of Engineering

D. Sailor, P.E. J. Hoffman





CITY OF GOSHEN, INDIANA STANDARD DETAIL

J. Hoffman D. Sailor, P.E. Drafted By:

Drawing Number: MC-104

Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

Department of Public Works & Safety The City Of Goshen

Office of Engineering

204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindiana.org

4 TO 1 MAX. SIDE SLOPE (TYP.) FOR POSITIVE DRAINAGE FULL PAVT. SECTION DEPTH 12" to 24" WIDE AGGREGATE SHOULDER, 4" No. 73 COMPACTED LIMESTONE OVER No. 53 RECYCLED/CRUSHED CONCRETE No. 53 RECYCLED/CRUSHED CONCRETE—ROAD BASE AND SHOULDER, COMPACTED NEW ASPHALT PAVEMENT SECTION (VARIES)

- 1. AGGREGATE SHOULDER SHALL SLOPE TOWARDS YARDS TO PROVIDE POSITIVE DRAINAGE FROM THE ROADWAY
- 2. PLACE ROADWAY AND AGGREGATE SHOULDER 1" TO 1.5" ABOVE EXISTING YARDS TO PREVENT PONDNING ALONG ROADWAY. THIS IMAY REQUIRE ADJUSTING THE ROADWAY PROFILE OR CUTTING DOIWN THE YARD
- 3. THE CITY REPRESENTATIVE SHALL WORK WITH THE CONTRACTOR ON FINAL GRADES OF THE ROADWAY AND AGGREGATE SHOULDERS TO PROVIDE POSITIVE DRAINAGE AND MATCHING TO EXISTING DRIVEWAYS AND/OR PAVEMENT

AGGREGATE SHOULDER

NOT TO SCALE

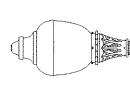
The City Of Goshen
Department of Public Works & Safety
Office of Engineering

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Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. MC-105 Drafted By: J. Hoffman



ACRYLIC WASHINGTON POSTLITE LED 20KV/10KA SURGE PROTECTION 40W LUMENS (NOMINAL), 6,000 TYPE V ACRYLIC LUNAR OPTIC CLASSIC LEAF CASTING 120-277V FIXTURE SPECIFICATIONS AWDES P20 40K MVOLT CLF ALSLU BK NF 20KV BLACK 4000K PERFORMANCE PACKAGE (P20) COLOR TEMPERATURE (40K) SURGE PROTECTION (20KV) VOLTAGE (MVOLT) SERIES (AWDE3) OPTICS (ALSLU) HOUSING (CLF) FINISH (BK) FINIAL (NF)

POLE AND BASE SPECIFICATIONS	FICATIONS
WDA 12 F4J 17D C03 BK LAB GRD RP135A	
SERIES (WDA)	WADSWORTH ALUMINUM POLE
POLE HEIGHT (12)	12FT
SHAFT STYLE (F4J)	SHAFT, 4 IN DIA. FLUTED, 0.25 WALL
BASE DIAMETER (17D)	17IN BASE, DIAMOND PATTERN BOLT C
POLE TOP MOUNT (C03)	TENON, 3.00 O.D. X 3IN TALL
FINISH (BK)	ВГАСК
BASE MOUNT (LAB)	LESS ANCHOR BOLT

CIRCLE

DECORATIVE STREET LIGHT

RECEPTACLE WITH SMALL, IN-USE WET LOCATION COVER (BLACK)

ELECTRICAL RECEPTACLE (RP135A)

GROUND (GRD)

1/2 COPPER GROUNDING LUG

NOT TO SCALE

Department of Public Works & Safety Office of Engineering The City Of Goshen

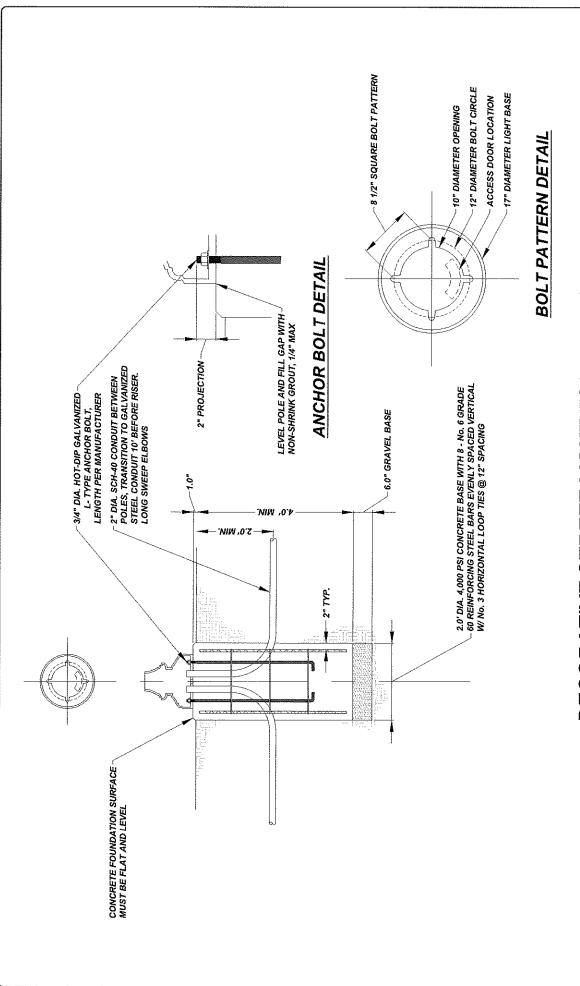
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SITY OF GOSHEN, INDIANA STANDARD DETAIL

Drafted By: Approved By: J. Hoffman D. Sailor, P.E.



DECORATIVE STREET LIGHT FOUNDATION

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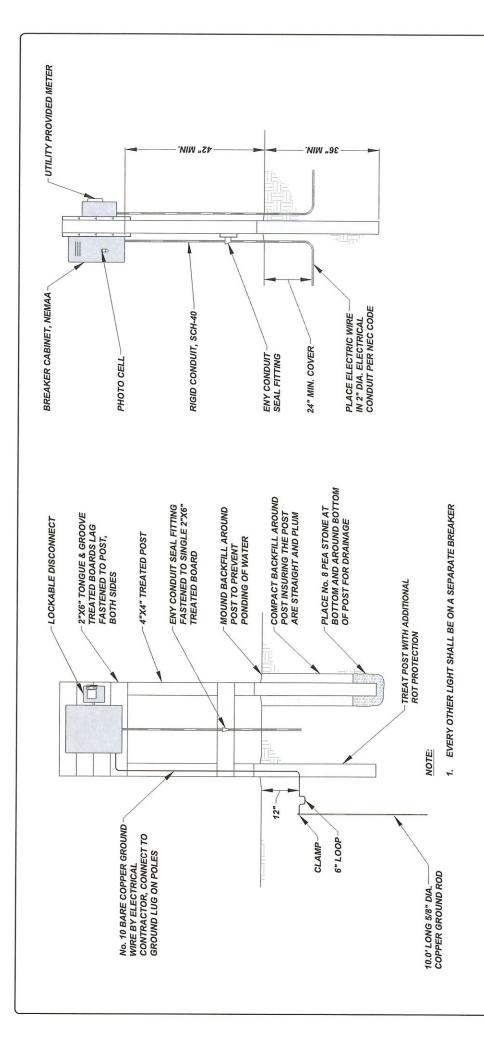
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

J. Hoffman D. Sailor, P.E. MC-107

Drafted By:



DECORATIVE LIGHTS H-PANEL

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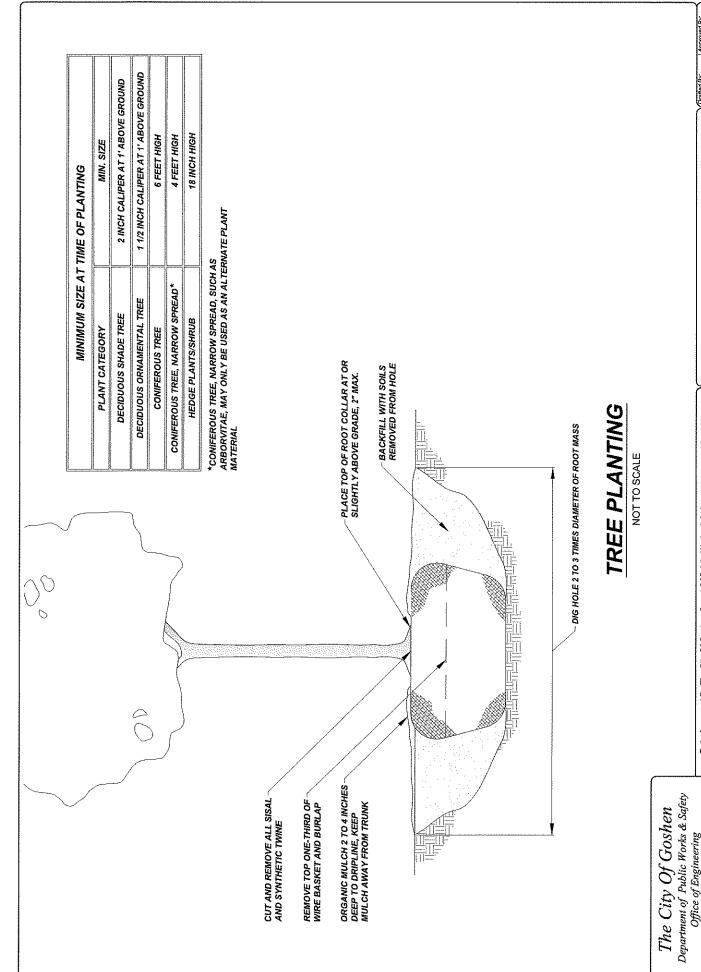
Office of Engineering

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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. MC-108 J. Hoffman

Drafted By:



D. Sailor, P.E.

CITY OF GOSHEN, INDIANA

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STANDARD DETAIL

Drawing Number: MC-109 J. Hoffman

CITY OF GOSHEN STANDARD WATER DETAILS

	SECTION 100 GENERAL WATER DETAILS
WA-101	WATER MAIN TRENCH
WA-102	INSULATED WATER MAIN TRENCH
WA-103	WATER MAIN RESTRAINT/THRUST BLOCKS
WA-104	STAINLESS STEEL TAPPING SLEEVE
WA-105	WATER MAIN DUCK UNDER
WA-106	POLYETHYLENE ENCASEMENT
WA-107	WATER MAIN CASING
WA-108	CUT-IN-VALVE WITH MECHANICAL JOINT CUTTING-IN-SLEEVE
WA-109	WATER SERVICE RETIREMENT
WA-110	WATER VALVE BOX ACCEPTANCE STANDARD
WA-111	FROST FREE YARD HYDRANT ASSEMBLY
WA-112	IRRIGATION METER PIT AND BACKFLOW PREVENTER W/ CASTING
	SECTION 200 DOMESTIC WATER SERVICE DETAILS
WA-201	1" TO 2" COMMERCIAL/RESIDENTAL WATER SERVICE
WA-202	CORPORATION STOP AND CURB STOP
WA-203	5/8", 3/4" & 1" WATER DOMESTIC METER
WA-204	4" COMMERCIAL HDPE WATER SERVICE
WA-205	COMMERCIAL 1 1/2" OR LARGER DIA. METER WITH BACKFLOW PREVENTER
WA-206	DOMESTIC WATER METER PIT
	SECTION 300 WATER MAIN VALVE DETAILS
WA-301	RESILIENT WEDGE GATE VALVE
WA-302	BUTTERFLY VALVE
	SECTION 400 FIRE HYDRANT, YARD HYDRANT AND REMOTE FDC DETAILS
WA-401	FIRE HYDRANT ASSEMBLY
WA-402	REMOTE FDC ASSEMBLY
	SECTION 500 FOUNDATION PENETRATION DETAILS
WA-501	WATER SERVICE - CONCRETE, CINDER BLOCK OR FIELD STONE FOUNDATION
WA-502	WATER SERVICE - MICHIGAN BASEMENT
WA-503	DIRECTIONAL BORED WATER SERVIDE - CONCRETE, CINDER BLOCK OR FIELD STONE FOUNDATION

SUB-GRADE UNDER HARD SURFACE AREAS AND PLACE 4" OF TOPSOIL WITH TYPE 'U' SEED (MINUS CLOVER) WITH STRAW & TACKIHER, EROSION CONTROL SIDES OF PIPE BY MECHANICAL MEANS, JUMPING JACK, PLATE COMPACTOR, ETC. B-BORROW MAY BE REQUIRED FOR WORK WITHIN BACKFILL TRENCH WITH APPROVED EXCAVATED MATERIAL COMPACTED TO GROUNDWATER IS LOCATED IN THE TRENCH, DEWATERING OF THE TRENCH WILL BE REQUIRED. THE CITY OF GOSHEN ENGINEERING DEPARTMENT MUST APPROVE THE METHOD OF DEWATERING FREE OF ANY LARGE STONE, ORGANIC MATERIAL OR DEBRIS, UTILIZE BEST EXCAVATED MATERIAL. COMPACT MATERIAL ALONG 95% MODIFIED PROCTOR OUTSIDE THE RIGHT OF WAY AND 98% MODIFIED PROTECTOR WITHIN THE RIGHT OF WAY. COMPACTION TEST TO BE PERFORMED EVERY 2' IN DEPTH AT A MAX. 500' SPACING ALONG TRENCH. B-BORROW MAY BE REQUIRED FOR WORK WITHIN THE RIGHT OF WAY IF EXCAVATED MATERIAL IS UNSUITABLE. BACKFILL TO THE PROPOSED THE RIGHT OF WAY IF EXCAVATED MATERIAL IS UNSUITABLE. IF WRAP THE WATER MAIN, FITTINGS AND VALVES IN 6 MIL. POLY PLASTIC OR POLYETHYLENE ENCASEMENT TO PROVIDE IF FLOWABLE FILL IS PLACED AROUND THE WATER MAIN, O.D./2 - BEDDING MATERIAL SHALL BE CLEAN MATERIAL BLANKET OR HYDROMULCH OUTSIDE HARD SURFACE AREAS EXCAVATE AT BELLS, FITTINGS AND VALVES TO ALLOW BODY OF DUCTILE IRON WATER MAIN TO BE FULLY SUPPORTED BY TRENCH BOTTOM WITH OSHA STANDARDS OR TRENCH BOX A BARRIER BETWEEN MATERIALS SIDE SLOPES IN ACCORDANCE WATER MAIN TRENCH 8.0' MAXIMUM WIDTH 5.0' MIN. COVER 6.0' MAX. COVER 12" MIN. -MAXIMUM TRENCH BOTTOM WIDTH, 24" WIDER THAN O.D. OF DUCTILE IRON WATER MAIN IF UNSUITABLE SOILS ARE PRESENT ALONG THE TRENCH MUST BE LOWERED A MINIMUM OF 18" BELOW THE BOTTOM OF THE PROPOSED TRENCH. IF STONE IS PLACED AROUND THE WATER MAIN, CLAY CHECK DAMS BOTTOM, OVER EXCAVATE THE TRENCH BOTTOM AND PLACE No. 8 AGGREGATE TO PROVIDE A FIRM BEDDING. INSTALL CLAY CHECK DAMS EVERY 200' TRENCH BOTTOM SHALL BE DRY AND FIRM. IF GROUND WATER IS PRESENT, A DEWATERING PLAN MUST BE PRESENTED AND APPROVED BY THE CITY OF GOSHEN ENGINEERING DEPARTMENT, THE GROUND WATER MUST BE INSTALLED EVERY 200° NOTES: ď

NOT TO SCALE

Department of Public Works & Safety The City Of Goshen

204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindiana.org

Office of Engineering

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Date Approv	

CITY OF GOSHEN, INDIANA STANDARD DETAIL

D, Sailor, P.E. J, Hoffman

WA-101

INSULATION BOARD TO BE CLOSED CELL, EXTRUDED POLYSTYRENE FOAM MEETING ASTM 578, TYPE VI, 40 PSI COMPRESSING STRENGTH (ASTM D1621) 0.1% MAX. WATER ABSORPTION (ASTM C272) INSULATION REQUIRED AROUND WATER MAIN IF: LESS THAN 4.0' UNDER NON-HARD SURFACE LESS THAN 5.0' UNDER HARD SURFACE MODIFIED PROCTOR OUTSIDE THE RIGHT OF WAY AND 38% MODIFIED PROTECTOR WITHIN THE RIGHT OF WAY. COMPACTION TEST TO BE PERFORMED EVERY 2' IN DEPTH AT A MAX. 500' SPACING ALONG TRENCH. B-BORROW MAY BE REQUIRED FOR WORK WITHIN THE RIGHT OF WAY IF EXCAVATED MATERIAL IS UNSUITABLE. BACKFILL TO THE PROPOSED SUBGRADE UNDER HARD SURFACE AREAS AND PLACE 4" OF TOPSOIL WITH TYPE 'U' SEED HYDROMULS CLOVER) WITH STRAW & TACKFIER, EROSION CONTROL BLANKET OR BACKFILL MATERIAL AROUND INSULATION TO BE FINE SAND FREE OF DEBRIS SEAL BOARD JOINS WITH BUTYL TAPE BACKFILL, TRENCH WITH APPROVED EXCAVATED MATERIAL COMPACTED TO 95% MIN. 4" OF INSULATION NOTES: L 1' - 6" MIN. 8.0' MAXIMUM WIDTH 6" MIN. 12" MIN. -SIDE SLOPES IN ACCORDANCE: WITH OSHA STANDARDS OR TRENCH BOX 6" MIN. 6" MIN.

CITY OF GOSHEN, INDIANA

STANDARD DETAIL

Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

INSULATED WATER MAIN TRENCH

NOT TO SCALE

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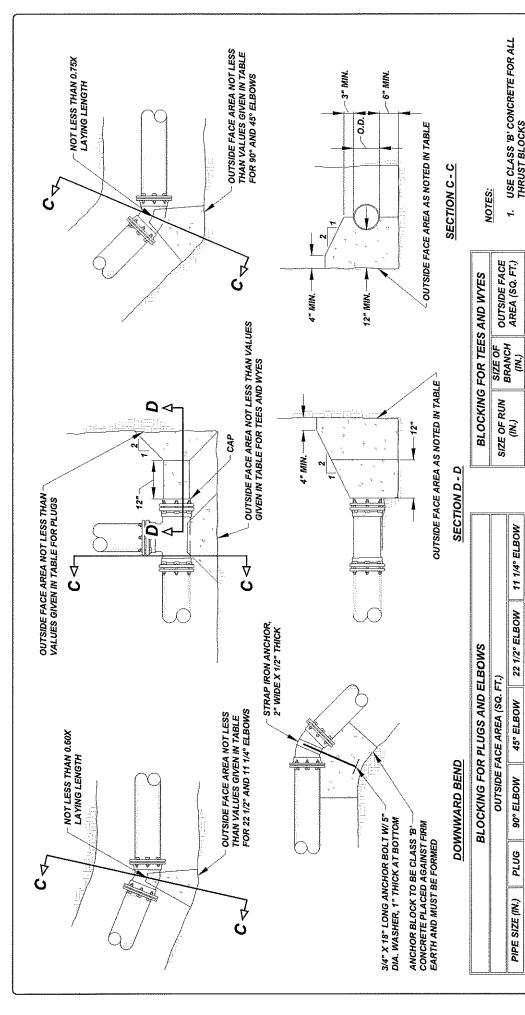
Department of Public Works & Safety The City Of Goshen

Office of Engineering

WA-102

D. Sallor, P.E.

J. Hoffman Drafted By:



- USE CLASS 'B' CONCRETE FOR ALL THRUST BLOCKS
- THRUST BLOCKS ARE INCIDENTAL TO THE INSTALLATION OF WATER IMAIN ٥i

72

9 75 5

11 1/4° ELBOW

22 1/2° ELBOW

45° ELBOW

90° ELBOW 25 91

PLUG

PIPE SIZE (IN.)

20 9 77 5

2 16

4

to.

20 OR 16

ž, + ř,

FOLLOW DIPA PIPE RESTRAINT REQUIREMENTS FOR PIPE LENGTH INTO AND OUT OF A FITTING e,

> 12 10

> > 12 OR LESS

MECHANICAL RESTRAINTS ARE REQUIRED WITH THRUST BLOCKS 4

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Department of Public Works & Safety

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The City Of Goshen

NOT REQUIRED UNLESS SPECIFIED

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Approved Revisions	
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of Public Work	*******
The City Of Goshen Board Of Public Wo	
Date Approved B)	

CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sallor, P.E. J. Hoffman Drawing Number

WA-103

NOTES:

- 1. A MINIMUM OF 36" BETWEEN TAPPING SLEEVES, WATER MAIN JOINTS, FIRE PROTECTION AND DOMESTIC SERVICES
- IF THE CITY INSTALLS THE TAPPING SLEEVE, THE CONTRACTOR IS RESPONSIBLE TO EXPOSE THE WATER MAIN AND PREPARE THE AREA FOR THE CREW ٥į
- IF THE CONTRACTOR INSTALLS THE TAPPING SLEEVE, SHOP DRAWINGS MUST BE PROVIDED AND APPROVED BY THE CITY ENGINEERING DEPARTMENT PRIOR TO INSTALLATION. THE INSTALLATION MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO BACKFILLING લ

STAINLESS STEEL TAPPING SLEEVE

NOT TO SCALE

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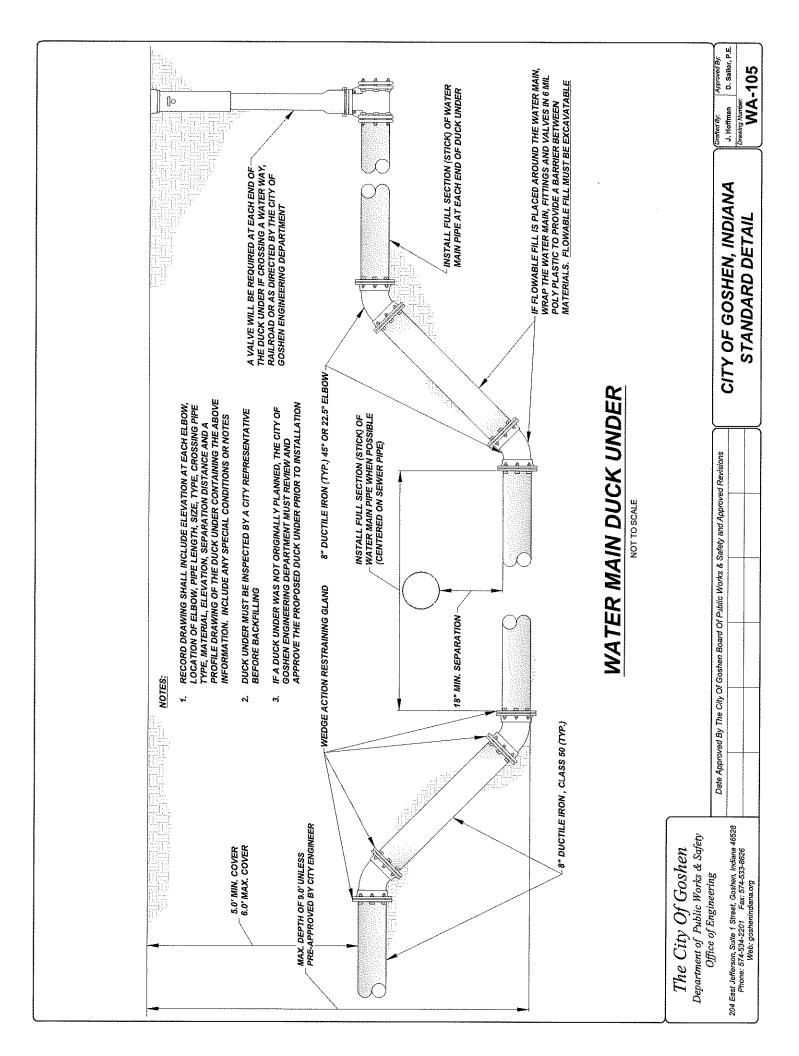
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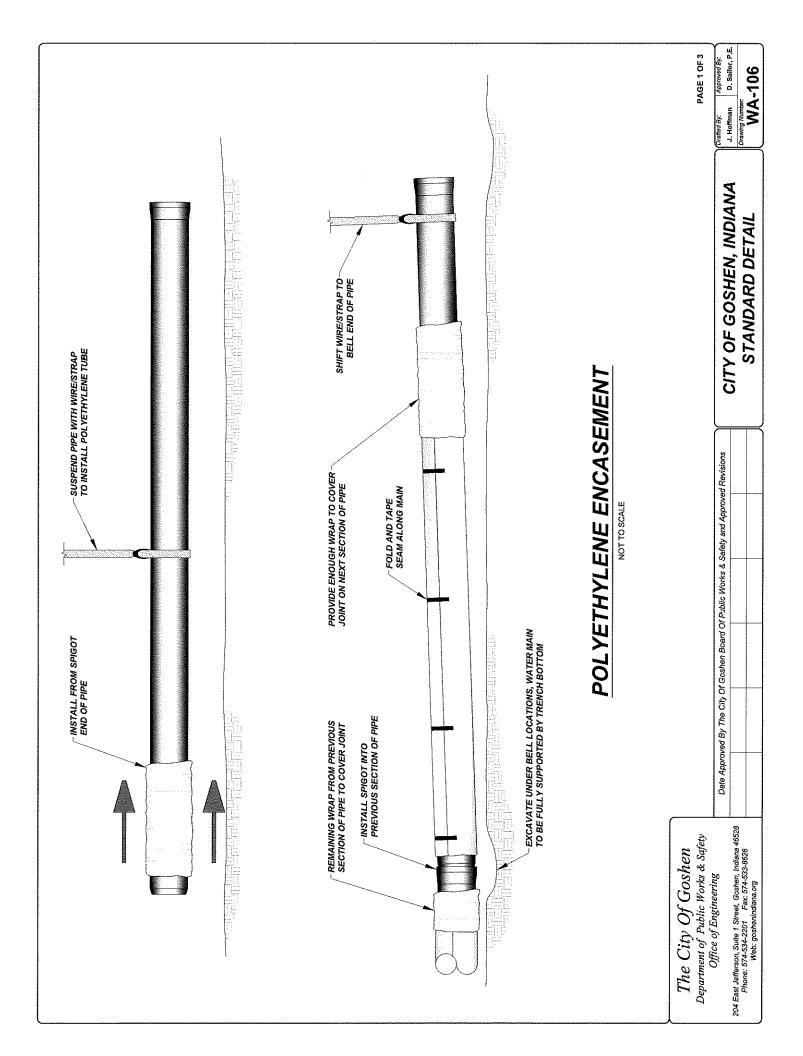
CITY OF GOSHEN, INDIANA STANDARD DETAIL

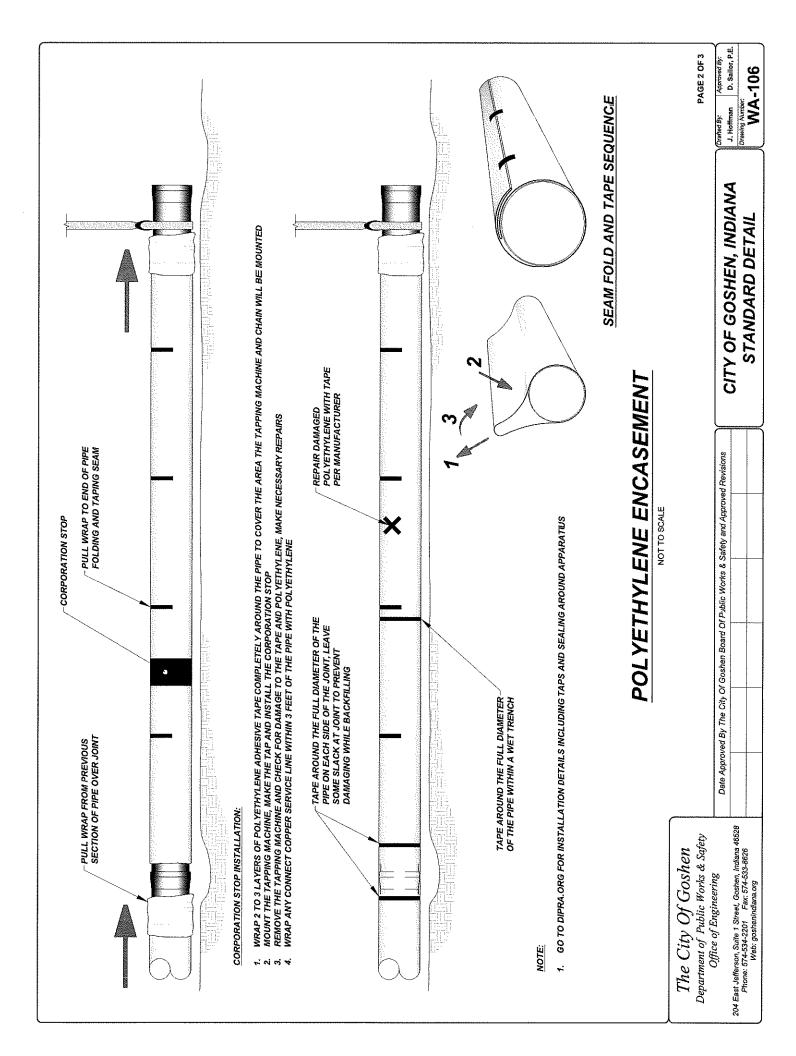
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WA-104







DRY TRENCH INSTALLATION

- POLYETHYLENE TUBE AROUND THE PIPE, STARTING AT THE SPIGOT END. BUNCH THE TUBE ACCORDION FASHION ON THE END OF THE PIPE. PILL BACK THE OVERHANGING END OF THE TUBE AND CIRCUMFERENTIALLY TAPE IT TO THE BARREL OF THE PIPE BEHIND THE INSERTION LINE. AFTER ASSEMBLY OF THE JOINT, THE TAPE SHOULD BE AS CLOSE TO THE FACE OF THE BELL AS POSSIBLE, BUT NOT SO CLOSE TO THE SPIGOT END THAT IT INTERFERES WITH THE GASKET CUT A SECTION OF POLYETHYLENE TUBE APPROXIMATELY 24" LONGER THAN THE PIPE SECTION. CLEAN DEBRIS FROM THE SURFACE OF THE PIPE. SLIP THE
- TAKE UP THE SLACK IN THE TUBE ALONG THE BARREL TO MAKE A SNUG, BUT NOT TIGHT, FIT. FOLD EXCESS POLYETHYLENE BACK OVER THE TOP OF THE PIPPE AND USE PIECES OF TAPE ACROSS THE FOLD TO SECURELY HOLD IT. THIS STEP IS EXTREMELY IMPORTANT TO AVOID THE SAGGING OF THE FILM AT THE BOTTOM OF THE PIPE ď
- DIG A SHALLOW BELL HOLE IN THE TRENCH BOTTOM AT THE JOINT LOCATION TO FACILITATE INSTALLATION OF THE POLYETHYLENE TUBE. LOWER THE PIPE IINTO THE TRENCH AND MAKE UP THE PIPE JOINT WITH THE PRECEDING SECTION OF PIPE €.
- MOVE THE CABLE/STRAP TO THE BELL END OF THE PIPE AND LIFT THE PIPE SLIGHTLY TO PROVIDE ENOUGH CLEARANCE TO EASILY SLIDE THE TUBE OVER THE REMAINING BARREL OF THE PIPE. SNUGLY FOLD OVER THE EXCESS WRAP USING TAPE TO HOLD IT IN PLACE. MAKE SURE THAT NO DIRT OR OTHER BEDDING MATERIALS BECOME TRAPPED BETWEEN THE WRAP AND PIPE 4.
- SECURE THE POLYETHYLENE IN PLACE BEHIND THE PRECEDING BELL BY USING A CIRCUMFERENTIAL WRAP OF TAPE. MAKE THE OVERLAP OF THE POLYETHYLENE TUBE BY PULLING BACK THE BUNCHED POLYETHYLENE FROM THE PRECEDING LENGTH OF PIPE AND ENSURE THERE IS AT LEAST A 24" OVERLAP ıç,
- PLACE ANOTHER CIRCUMFERENTIAL WRAP OF TAPE ON THE OVERLAPPING POLYETHYLENE, SECURING IT TO THE SPIGOT SIDE OF THE JOINT

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- REPAIR ALL SMALL RIPS, TEARS, OR OTHER TUBE DAMAGE WITH ADHESIVE TAPE. IF THE POLYETHYLENE IS BADLY DAMAGED, REPAIR THE DAMAGED AREA WITH A SHEET OF POLYETHYLENE AND SEAL THE EDGES OF THE REPAIR WITH ADHESIVE TAPE ۸.
- CAREFULLY BACKFILL THE TRENCH ACCORDING TO THE PROCEDURES IN AWWA C600 STANDARDS. TO PREVENT DAMAGE DURING BACKFILLING, ALLOW ADE'QUATE SLACK IN THE TUBE AT THE JOINT. BACKFILL SHOULD BE FREE OF CINDERS, ROCKS, BOULDERS, NAILS, STICKS OR OTHER MATERIALS THAT MIGHT DAMAGE THE POLYETHYLENE. AVOID DAMAGING THE POLYETHYLENE WHEN USING TAMPING DEVICES œ,

WET TRENCH INSTALLATION

- CUT A SECTION OF POLYETHYLENE TUBE APPROXIMATELY 24" LONGER THAN THE PIPE SECTION. CLEAN DEBRIS FROM THE SURFACE OF THE PIPE. SLIP THE POLYETHYLENE TUBE AROUND THE PIPE. PILL BACK THE OP POLYETHYLENE TUBE AROUND THE PIPE. PILL BACK THE OVERHANGING END OF THE TUBE AND CIRCUMFERENTIALLY TAPE IT TO THE BARREL OF THE PIPE BEHIND THE INSERTION LINE. AFTER ASSEMBLY OF THE JOINT, THE TAPE SHOULD BE AS CLOSE TO THE FACE OF THE BELL AS POSSIBLE, BUT NOT SO CLOSE TO THE SPIGOT END THAT IT INTERFERES WITH ITHE GASKET ÷
- TAKE UP THE SLACK IN THE TUBE ALONG THE BARREL TO MAKING A SNUG FIT AND FOLD OVER THE EXCESS POLYETHYLENE. APPLY CIRCUMFERENTIAL WRAIPS OF TAPE EVERY 24" INCHES UNTIL YOU RUN OUT OF ROOM. THIS IS EXTREMELY IMPORTANT TO AVOID THE EAGGING OF THE FILM AT THE BOTTOM OF THE PIPE N
- DIG A SHALLOW BELL HOLE IN THE TRENCH BOTTOM, LOWER THE PIPE AND MAKE UP THE JOINT. SLIDE THE WIRE/STRAP TO THE BELL END AND LIFT SLIGHTL.Y TO PROVIDE CLEARANCE TO SLIDE THE ENCASEMENT TO THE END. CONTINUE TO SNUGLY FOLD OVER AND TAPE AT 24" INTERVALS TO SECURE THE POLYETHYLIENE ઌ૽
- MAKE THE OVERLAP OF THE POLYETHYLENE TUBE BY PILLING BACK THE BUNCHED POLYETHYLENE FROM THE PRECEDING LENGTH OF PIPE AND ENSURE THERE IS AT LEASTA 12" OVERLAP. SECURE THE POLYETHYLENE WITH A CIRCUMFERENTIAL WRAP OF TAPE AT THE OVERLAP AND BEHIND THE PRECEDING BELL 4
- REPAIR ALL SMALL RIPS, TEARS, OR OTHER TUBE DAMAGE WITH ADHESIVE TAPE. IF THE POLYETHYLENE IS BADLY DAMAGED, REPAIR THE DAMAGED AREA WITH A SHEET OF POLYETHYLENE AND SEAL THE EDGES OF THE REPAIR WITH ADHESIVE TAPE ţĊ,
- CAREFULLY BACKFILL THE TRENCH ACCORDING TO THE PROCEDURES IN AWWA C600 STANDARDS. TO PREVENT DAMAGE DURING BACKFILLING, ALLOW ADE:QUATE SLACK IN THE TUBE AT THE JOINT. BACKFILL SHOULD BE FREE OF CINDERS, ROCKS, BOULDERS, NAILS, STICKS OR OTHER MATERIALS THAT MIGHT DAMAGE THE POLYETHYLENE. AVOID DAMAGING THE POLYETHYLENE WHEN USING TAMPING DEVICES Ġ

The City Of Goshen

Department of Public Works & Safety

Office of Engineering

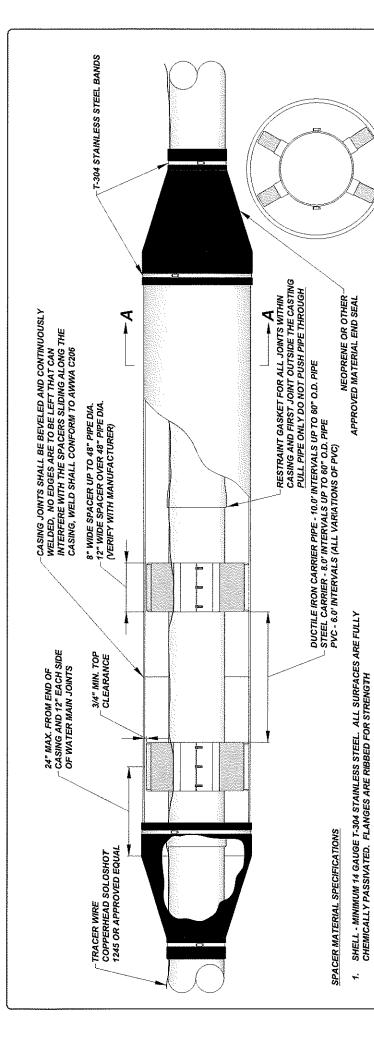
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. J. Hoffman

PAGE 3 OF 3



CENTERED AND RESTRAINED SECTION A-A

NOTES:

RISERS - MAXIMUM 10 GAUGE T-304 STAINLESS STEEL, REINFORCED 6" AND OVER IN HEIGHT

٨i ď 4

FASTENERS - 5/16 - 18 T-304 STAINLESS STEEL

- TRACER WIRE SHALL BE INSTALLED THROUGH CASING WITH LOCATION STATION AT EACH END, SEE DETAIL SA-406
- 5.0' MINIMUM COVER MEASURED FROM SUB-GRADE TO TOP OF CASING c.i
- SUBMIT SHOP DRAWINGS TO THE CITY ENGINEERING DEPARTMENT FOR APPROVAL

જ

ALL CHANGES TO MATERIALS OR MODIFICATIONS TO PLANS MUST BE PRE-APPROVED BY THE CITY ENGINEERING 4

DEPARTMENT

RECORD DRAWING SHALL INCLUDE ELEVATION AT EACH END OF THE PIPE AND CASING, LOCATION OF EACH OF THE CASING, CASING LENGTH, SIZE, TYPE, A PROFILE DRAWING OF THE CASING CONTAINING THE ABOVE INFORMATION. INCLUDE ANY SPECIAL CONDITIONS OR NOTES ĸ

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CATIONS	VATER MAIN SIZE CASING WALL THICKNESS	0.750"	0.688"	0.688"	0.500"	0.500"
CASING SPECIFICATIONS	CASING SIZE	36"	30"	24"	16"	12"
3	WATER MAIN SIZE	20"	16"	12"	20	.9
LINER - PVC, 0.90 THICK, 85-90 DUROMETER (ASTM D1706 - 61T)	ELECTRICAL PROPERTIES - (ASTM - D149 - 61) 1380 V/min.	RESISTANCE - SALT SPRAY (ASTIM - B117) EXCELLENT - ACIDS GOOD	BINNEDS - 11 TOA HIGH MOI ECH AD WEIGHT BOI VETUVI ENE	LOW COEFFICIENT OF FRICTION	HIGH RESISTANCE TO ABRASION AND SLIDING WEAR TOUGHNESS UNDER IMPACT	LOW DEFLECTION UNDER COMPRESSION DIEJ ECTEIC INSULATION

WATER MAIN CASING

CASCADE CASING SPACERS MODEL CCS AS MANUFACTURED BY CASCADE WATERWORKS MFG. OR APPROVED EQUAL

HIGH RESISTANCE TO ABRASION AND SLIDING WEAR TOUGHNESS UNDER IMPACT LOW DEFLECTION UNDER COMPRESSION DIELECTRIC INSULATION

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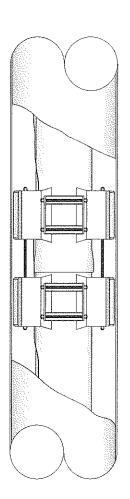
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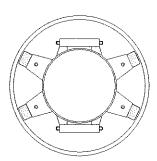
CITY OF GOSHEN, INDIANA

D. Sailor, P.E. WA-107 . Ноffтап Drafted By:

PAGE 1 OF 2

STANDARD DETAIL





RESTRAINED CASING SPACERS WATER MAIN CASING WITH

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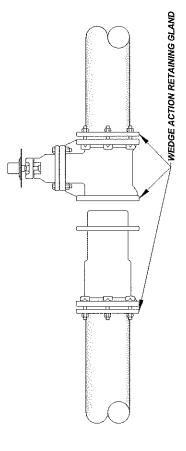
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Crafted By.
J. Hoffman D. Sailor, P.E.
Craving Number.
WA.-107



CUT-IN-VALVE WITH MECHANICAL JOINT CUTTING-IN-SLEEVE

NOT TO SCALE

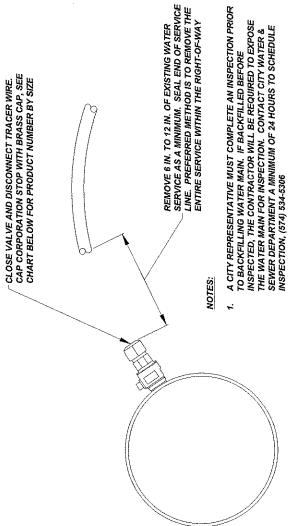
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

J. Hoffman D. Sailor, F. Drawing Number:



INCLUDE LOCATION OF RETIRED SERVICE ON RECORD DRAWING

N;

	CORPORATION STOP	CORPORATION STOP CAP WITH COPPER SHUT OFF DISC	JT OFF DISC
SERVICE SIZE	FORD PART NO.	AY MCDONALD PART NO.	MUELLER CO. PART NO.
5/8"	FB1000-4-TW-Q-NL	74742LFCAP 5/8 XS LF-NL	4
3/4"	CAP-24-3-NL	74742LFCAP 3/4 XS LF-NL	H-15545N (CTS 110 THREAD) H-15540N (COPPER FLARE THREAD)
11	CAP-4-4-NL	74742LFCAP 1 XS LF-NL	H-15545N (CTS 110 THREAD) H-15540N (COPPER FLARE THREAD)
1 1/2"	•	1	H-15545N (CTS 110 THREAD) H-15540N (COPPER FLARE THREAD)
~	•	ŧ	H-15545N (CTS 110 THREAD) H-15540N (COPPER FLARE THREAD)

WATER SERVICE RETIREMENT

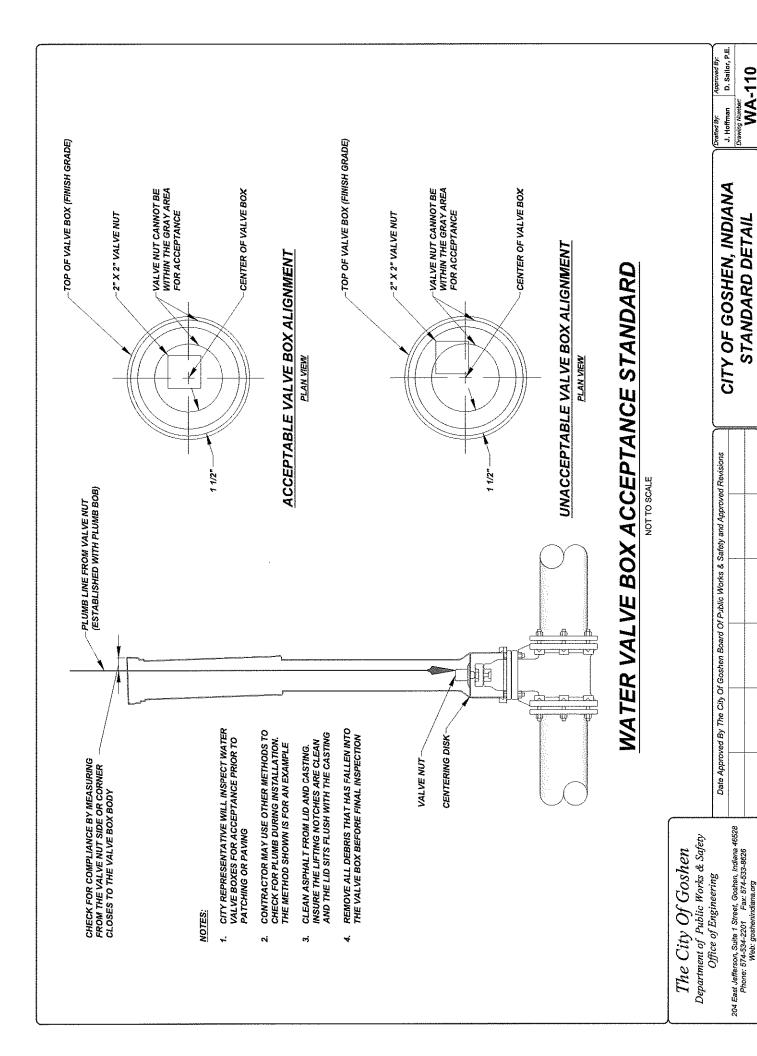
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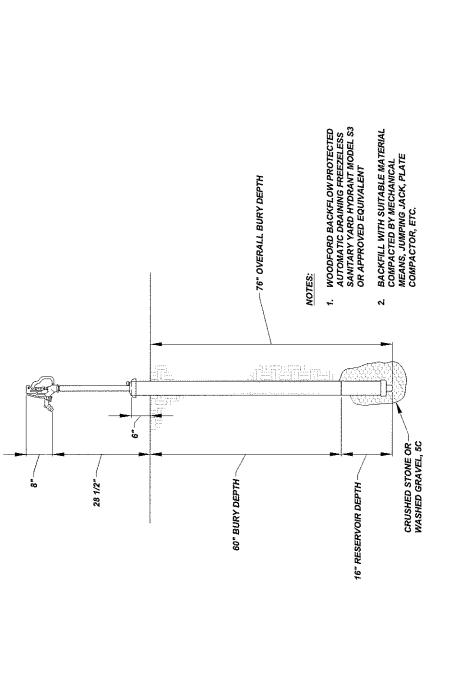
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. J. Hoffman





FROST FREE YARD HYDRANT ASSEMBLY

NOT TO SCALE

Department of Public Works & Safety The City Of Goshen

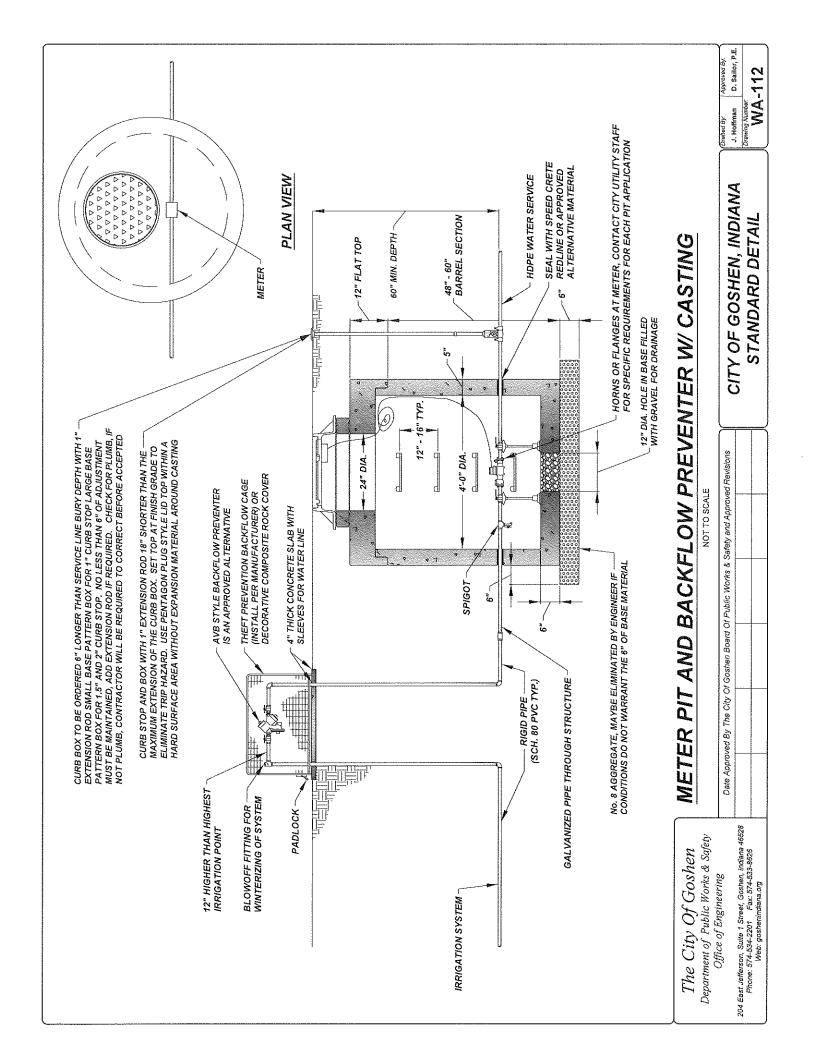
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

Approved By: D. Sailor, P.E. | Drawing Number | Approved By: 3. Hoffman | D. Sailor, Brawing Number: | WA-111



AY MCDONALD PART NO. CONNECTION TO EXISTING SERVICE 76102QA 76102QA 76102QA B41-666-TW-Q-NL FORD PART NO. B41-444-TW-Q-NL B41-777-TW-Q-NL AY MCDONALD PART NO. 76100QA 76100QA 76100QA **CURB STOP** B44-444-TW-Q-NL B44-666-TW-Q-NL FORD PART NO. B44-777-TW-Q-NL HARD SURFACE - PENTAGON PLUG STYLE NOTE: CONNECT TRACER WIRE TO CORPORATION STOP AND CURB STOP, ANODE NUTS ON BOTH AY MCDONALD PART NO. 74701BQA 74701BQA 74701BQA CORPORATION STOP GREEN SPACE - ERIE STYLE FB1000-6-TW-Q-NL FB1000-4-TW-Q-NL FB1000-7-TW-Q-NL FORD PART NO. CURB STOP LID STYLE: SERVICE SIZE 1.5" 1. 2

CURB BOX TO BE ORDERED 6" LONGER THAN SERVICE LINE BURY DEPTH WITH 1" EXTENSION ROD SMALL BASE PATTERN BOX FOR 1.5" AND 2" CURB STOP.
NO LESS THAN 6" OF ADJUSTMENT MUST BE MAINTAINED, ADD EXTENSION ROD IF REQUIRED. CHECK FOR PLUMB, IF NOT PLUMB, CONTRACTOR WILL BE REQUIRED TO CORRECT BEFORE ACCEPTED

-CURB STOP AND BOX WITH 1" EXTENSION ROD 18" SHORTER THAN THE MAXIMUM EXTENSION OF THE CURB BOX. SET TOP AT FINISH GRADE TO ELIMINATE TRIP HAZARD. USE PENTAGON PLUG STYLE LID TOP WITHIN A HARD SURFACE AREA WITHOUT EXPANSION MATERIAL AROUND CASTING

ROW

SPECIAL NOTE:

1" SERVICE TO BE TAPPED AT 45° ANGLE OFF OF THE MAIN 112" AND 2" WATER SERVICE REQUIRES A SADDLE AND SHALL BE TAPPED AT 0° ANGLE OF THE MAIN

BALL STYLE CORPORATION STOP TO BE SUPPLIED WITH TRACER WIRE ANODE NUTS LOOP SERVICE PIPING TO MINIMIZE STRAIN ON CONNECTIONS DURING BACKFILLING

5.0' - 6.0' DEPTH TO TOP (TYP.)

IF THE EXISTING SERVICE IS LEAD, GALVANIZED, OR HAS A LEAD GOOSE NECK, NOTIFY THE CITY AS THEY MUST BE REPLACED

EXTEND WATER SERVICE TO RIGHT OF WAY, CONNECT TO EXISTING SERVICE WITH HDPE COMPRESSION TO COPPER COUPLING OR HDPE COMPRESSION TO IRON COMPRESSION TYPE ADAPTOR. SEE SPECIAL NOTE

OTES:

5.0' MIN. COVER 6.0' MAX. COVER

(TRACER WIRE WITH HDPE)

WATER SERVICE

- 1. WATER SERVICE SIZE 1" MINIMUM. REQUIRED SERVICE SIZE WILL BE DETERMINED BY CITY ENGINEERING DEPARTMENT AS APART OF THE PERMITTING PROCESS
- 2. WATER SERVICE SIZE 1 1/2" OR 2" REQUIRES STAINLESS STEEL DOUBLE STRAP SADDLE

INSTALL COTTER PIN FOR EXTENSION ROD

- 3. ALL SERVICE PIPE FITTINGS REQUIRE STAINLESS STEEL INSERTS
- 4. NO SPLICES ARE ALLOWED BETWEEN FITTINGS. THE ENTIRE LENGTH WILL REQUIRE REPLACEMENT IF DAMAGED, INCLUDING EXISTING WATER SERVICES
- OPEN CUT INSTALLATION TRACER WIRE (BLUE) TO BE COPPERHEAD HIGH STRENGTH 1245 OR APPROVED EQUAL
- 6. DIRECTIONAL BORING TRACER WIRE (BLUE) TO BE COPPERHEAD SOLOSHOT 1245 OR APPROVED EQUAL
- 3M DBR CONNECTORS
 7 ALLOWED WATER SERVICE MATERIAL TYPE:

TRACER WIRE SPLICES TO BE MADE WITH SNAKEBITE OR

٧.

1" TO 2" COMMERCIAL/RESIDENTIAL WATER SERVICE

NOT TO SCALE

BALL VALVE CURB STOP WITH 90° OF ROTATION TO BE SUPPLIED WITH TRACER WIRE, ANODE NUTS

#12 COPPER CLAD TRACER WIRE (BLUE) TO — BE INSTALLED TIGHT ALONG WATER SERVICE

BACKFILL WITH CLEAN GRANULAR SOIL
FREE OF TRASH, ROCKS, OR OTHER DEBRIS
THAT MAY DAMAGE THE WATER SERVICE

45°

7. ALLOWED WATER SERVICE MATERIAL TYPE: - HDPE, DR 9, CTS WITH TRACER WIRE - COPPER, TYPE K (NO ELBOWS ALLOWED)

Revisions CITY OF STAY

CITY OF GOSHEN, INDIANA STANDARD DETAIL

J. Hoffman D. Sailor, P.E.

Drawing Number

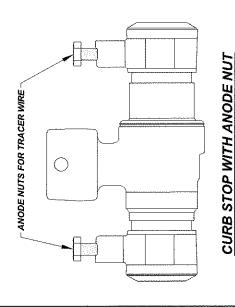
WA-201

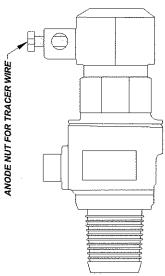
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Department of Public Works & Safety

The City Of Goshen

CDONALD PART NO.	NOTE: CONNECT TO	NOTE: CONNECT TRACER WIRE TO CORPORATION STOP AND CURB STOP, ANODE NUTS ON BOTH	STOP AND CURB STOP, ANOL				THE THE TAXABLE PARTY AND THE TAXABLE PARTY
CDONALD PART NO. FORD PART NO. AY INCDONALD PART NO. 74701BQA B44-444-TW-Q-NL 76100QA 74701BQA B44-565-TW-Q-NL 76100QA 74701BQA B44-777-TW-Q-NL 76100QA		CORPORATI	ION STOP	CURB	STOP	CONNECTION TO	CONNECTION TO EXISTING SERVICE
74701BQA B44-444-TW-Q-NL 76100QA 74701BQA B44-666-TW-Q-NL 76100QA 74701BQA B44-777-TW-Q-NL 76100QA HARD SURFACE - PENTAGON PLUG STYLE 76100QA	SERVICE SIZE		AY MCDONALD PART NO.	FORD PART NO.	AY MCDONALD PART NO.	FORD PART NO.	AY MCDONALD PART NO.
74701BQA B44-666-TW-Q-NL 76100QA 74701BQA B44-777-TW-Q-NL 76100QA HARD SURFACE - PENTAGON PLUG STYRE ARCHAGON PLUG STYRE	**	FB1000-4-TW-Q-NL	74701BQA	B44-444-TW-Q-NL	76100QA	B41-444-TW-Q-NL	76102QA
74701BQA B44-777-TW-Q-NL 76100QA HARD SURFACE - PENTAGON PLUG STYLE	1.5"	FB1000-6-TW-Q-NL	74701BQA	B44-666-TW-Q-NL	76100QA	B41-666-TW-Q-NL	76102QA
"	2"	FB1000-7-TW-Q-NL	74701BQA	B44-777-TW-Q-NL	76100QA	B41-777-TW-Q-NL	76102QA
	CURB STOP LID S	TYLE: GREEN SPACE - ERIE ST	_	VTAGON PLUG STYLE			





NOTES:

- 1. RESIDENTIAL SERVICE CONNECTIONS TO BE 1"
- COMMERCIAL SERVICE CONNECTIONS TO BE 1 1/2" OR 2" WITH SADDLE (ENGINEER TO DETERMINE)
- ALL HDPE SERVICE PIPE CONNECTION POINTS REQUIRE STAINLESS STEEL INSERTS જ
- TRACER WIRE TO BE COPPERHEAD, 12 AWG, 452 POUNDS BREAK LOAD, OPEN CUT
- TRACER WIRE TO BE COPPERHEAD, 12 AWG 1,150 POUNDS BREAK LOAD, DIRECTIONAL BORE. 2 WIRES REQUIRED ı,
- WIRE SPLICES TO BE MADE WITH SNAKEBITE OR 3M DBR CONNECTORS 6

CORPORATION STOP AND CURB STOP

CORPORATION STOP WITH ANODE NUT

NOT TO SCALE

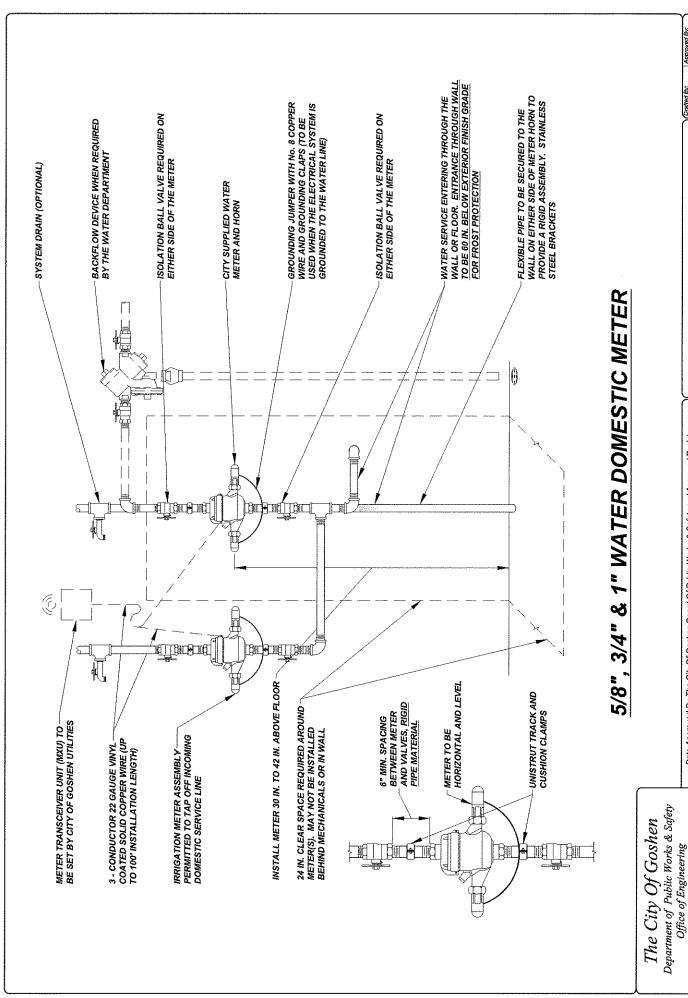
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. WA-202 Drafted By: J. Hoffman

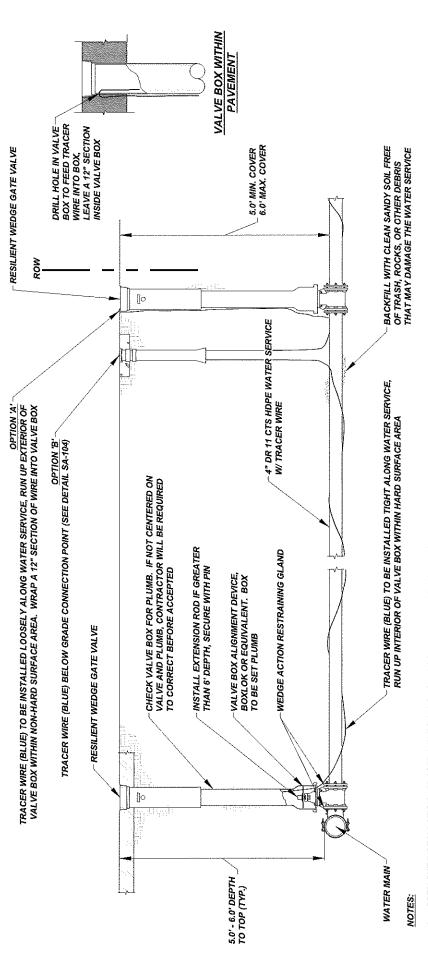


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- OPEN CUT INSTALLATION TRACER WIRE (BLUE) TO BE COPPERHEAD HIGH STRENGTH 1245 OR APPROVED EQUAL
- DIRECTIONAL BORING TRACER WIRE (BLUE) TO BE COPPERHEAD SOLOSHOT 1245 OR APPROVED EQUAL
- WIRE SPLICES TO BE MADE WITH SNAKEBITE OR 3M DBR CONNECTORS
- FUSED MECHANICAL FITTINGS REQUIRED
- LIVE TAP FOR WATER MAINS, LESS THAN OR EQUAL TO 12" DIA., TO BE INSTALLED BY CITY. MATERIAL SUPPLIED BY CONTRACTOR. CONTRACTOR. CONTRACTOR TO EXPOSE WATER MAIN AND PREPARE THE AREA FOR CITY TAP EQUIPMENT (SEE DETAIL WA-101)

4" COMMERCIAL HDPE WATER SERVICE

NOT TO SCALE

Department of Public Works & Safety The City Of Goshen

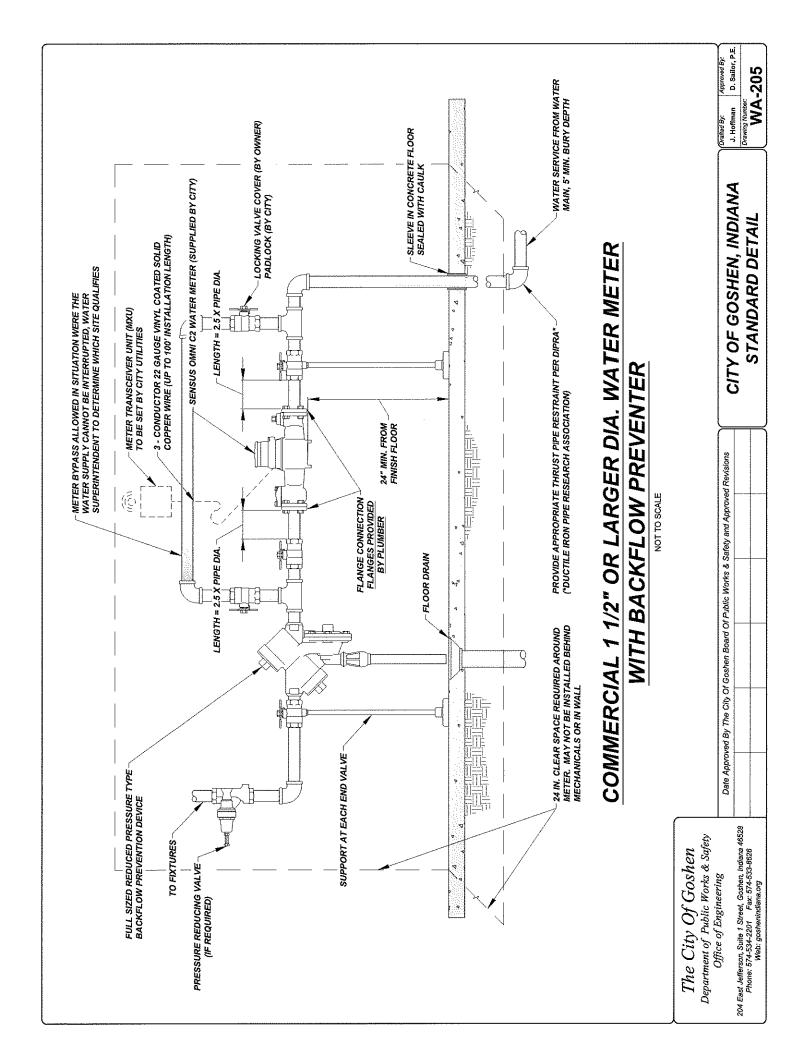
204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8826 Web: goshenindiana.org

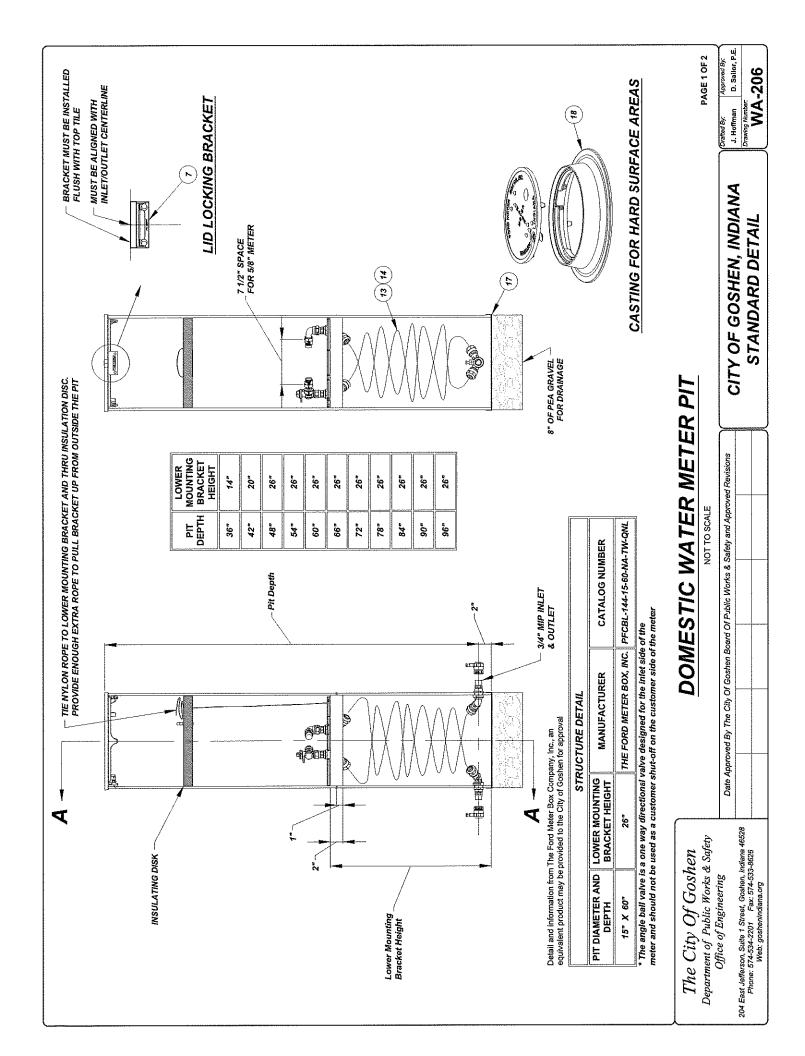
Office of Engineering

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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. J. Ноffтап Drafted By:





_		METER PIT PART LIST	RTLIST	
L	TEM NO.	DESCRIPTION	QUANTITY	PART NUMBER
	1	15" TILE (0.300 THICK WALL)	1	300372
	2	LOWER PLATE STOP	+	CPS-INRSTOP-15-2
	8	MOUNTING PLATE	1	PFCPLATE-300374
ســـــــــــــــــــــــــــــــــــــ	4	INSULATING DISK	1	CCID-15
	2	NUT	2	YLN-2-001
	9	LOCKING LID	1	PPSC-15-L-T
	7	LID LOCKING BRACKET	2	PFCBRACKET-300373
<u>'</u>	80	60 DEGREE END PIECE	~	PSIOL84-33-60-002-NL
ــــــــــــــــــــــــــــــــــــــ	6	INSERT, 3/4" CTS #51 (NOT SHOWN)	4	INSERT-51
	10	QUICK JOINT NUT	~	QJN4-3
	11	70 DEGREE INLET ASSEMBLY	-	PC1-B-95663-003-NL
·	12	70 DEGREE OUTLET ASSEMBLY	1	PC1-L-95663-041-NL
	13	3/4" COIL TUBE (OUTLET)	-	COILTUBE-300671
\	14	3/4" COIL TUBE (INLET)	1	COILTUBE-300675
	15	METER GASKET	2	GT-108
himan marie	16	COUPLING	2	C14-33-TW-Q-NL
	17	SOLID PLASTIC BOTTOM PLATE	1	PPSBP-15-P
		CASTING FOR HARD SURFACE AREAS	JRFACE ARE	AS
	18	15" FRAME/LID ASSEMBLY, LOCKING	+	A51H-T
ı				\

* ORDERED SEPARATELY

* SHIPPED UNASSEMBLED

NOTES:

• ALL BRASS THAT COMES IN CONTACT WITH POTABLE WATER CONFORMS TO AWWA STANDARD C800 (ASTM B584, UNS C89833)
• LIGHTWEIGHT BODY IS MAD AT TO YOTHE, PER ASTM D 2241
• 3.44 HDPE COLI. TUBING, PER ASTM D 2737, SDR 9 CTS SIZED
• COLL COMPLIES WITH AWWA C901
• COLL IS NSF STANDARD 61 APPROVED
• COLL RATED AT 200 PSWORKING PRESSURE
• FLAT CAST IRON LOCKING COVER, PER ASTM 448, CLASS 25
(PART NUMBER: PPSC-15-LT, ORDERED SEPARATELY)

PAGE 2 OF 2

Department of Public Works & Safety Office of Engineering The City Of Goshen

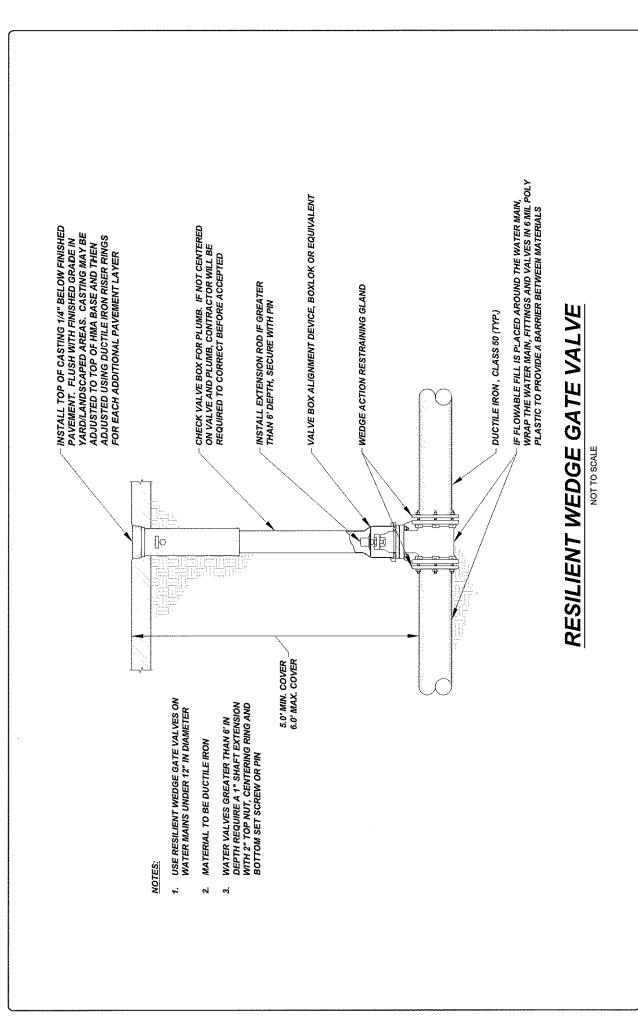
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

Approved By: D. Sallor, P.E. J. Hoffman

Drawing Number: WA-206



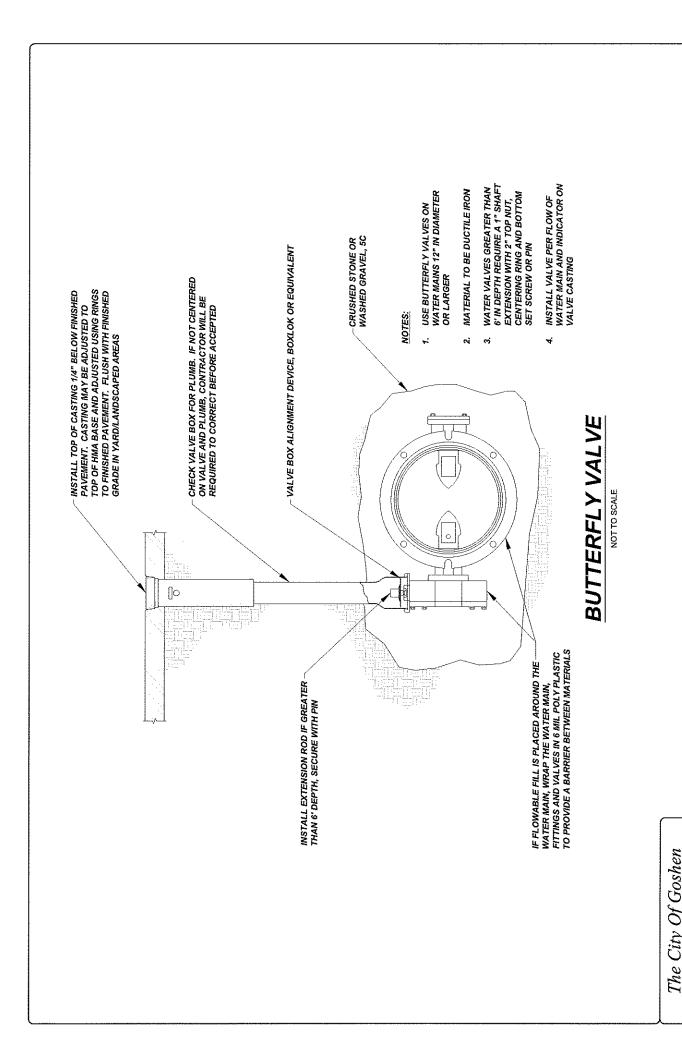
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. WA-301 J. Hoffman

Drafted By:



CITY OF GOSHEN, INDIANA STANDARD DETAIL

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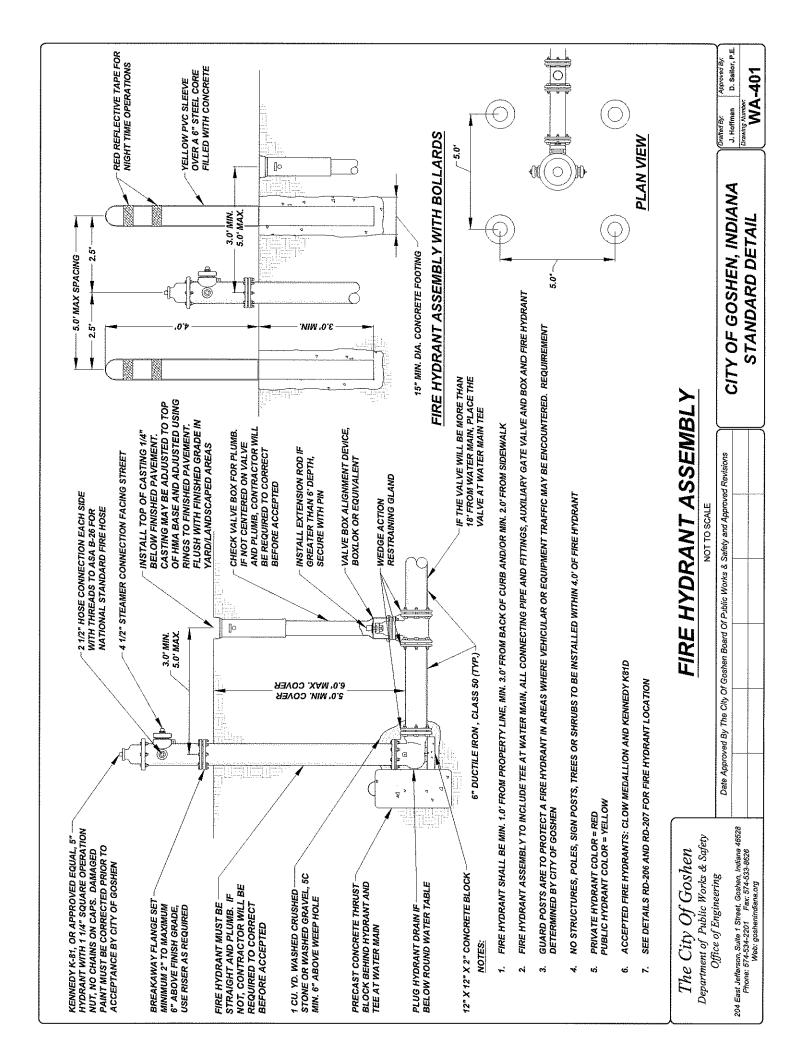
Department of Public Works & Safety

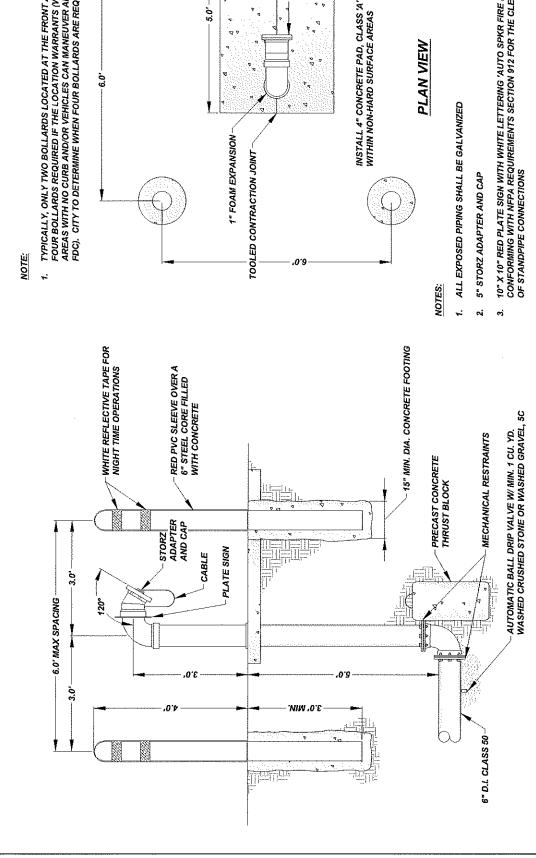
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WA-302 Ј. Ноптап

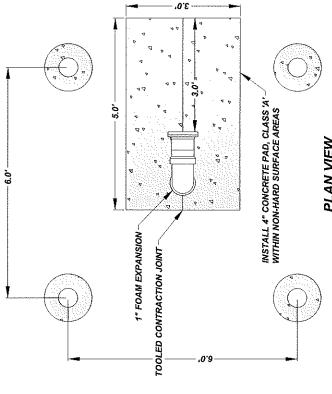
D. Sailor, P.E.

Drafted By:





TYPICALLY, ONLY TWO BOLLARDS LOCATED AT THE FRONT ARE REQUIRED. FOUR BOLLARDS REQUIRED IF THE LOCATION WARRANTS (WITHIN PARKING AREAS WITH NO CURB AND/OR VEHICLES CAN MANEUVER AROUND THE FDC). CITY TO DETERMINE WHEN FOUR BOLLARDS ARE REQUIRED



10" X 10" RED PLATE SIGN WITH WHITE LETTERING 'AUTO SPKR FIRE DEPT, CONNECTION' CONFORMING WITH NFPA REQUIREMENTS SECTION 912 FOR THE CLEAR IDENTIFICATION OF STANDPIPE CONNECTIONS

REMOTE FDC ASSEMBLY

NOT TO SCALE

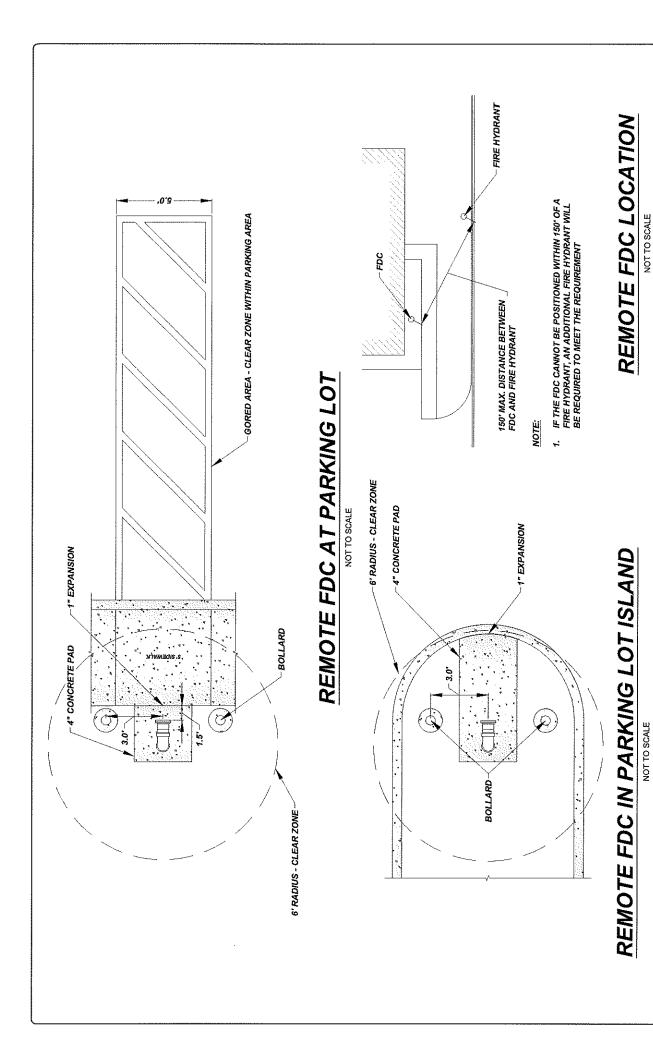
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. WA-402 J. Hoffman

PAGE 1 OF 2



CITY OF GOSHEN, INDIANA

PAGE 2 OF 2

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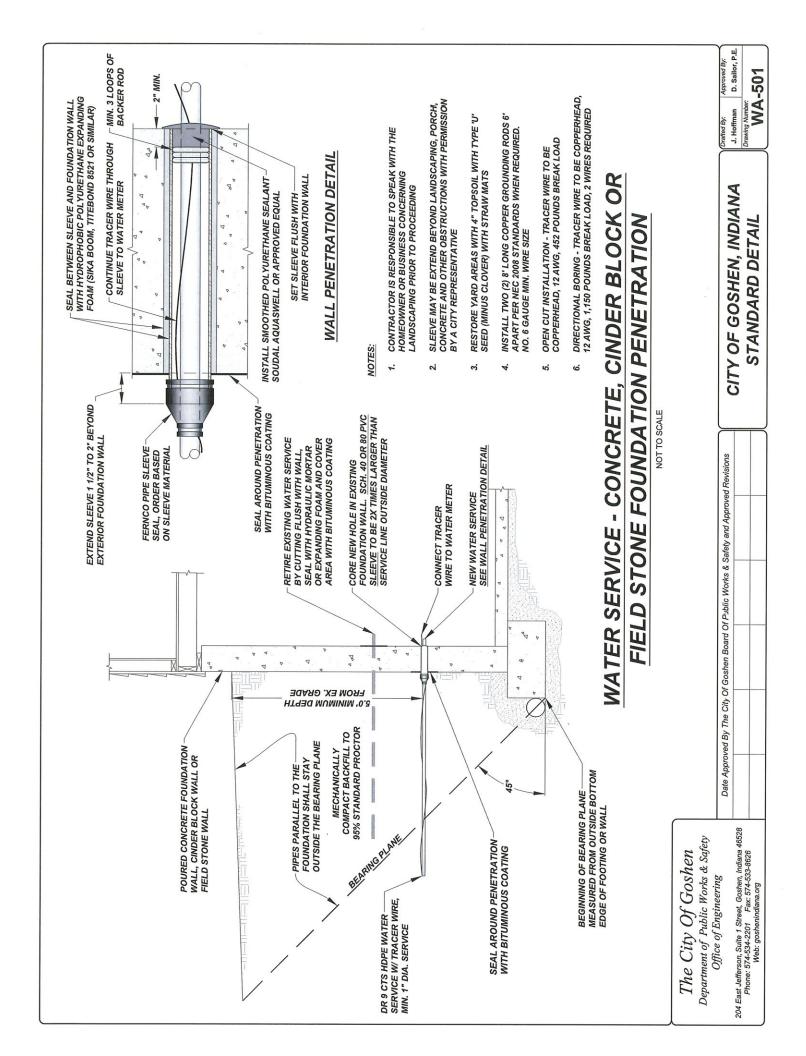
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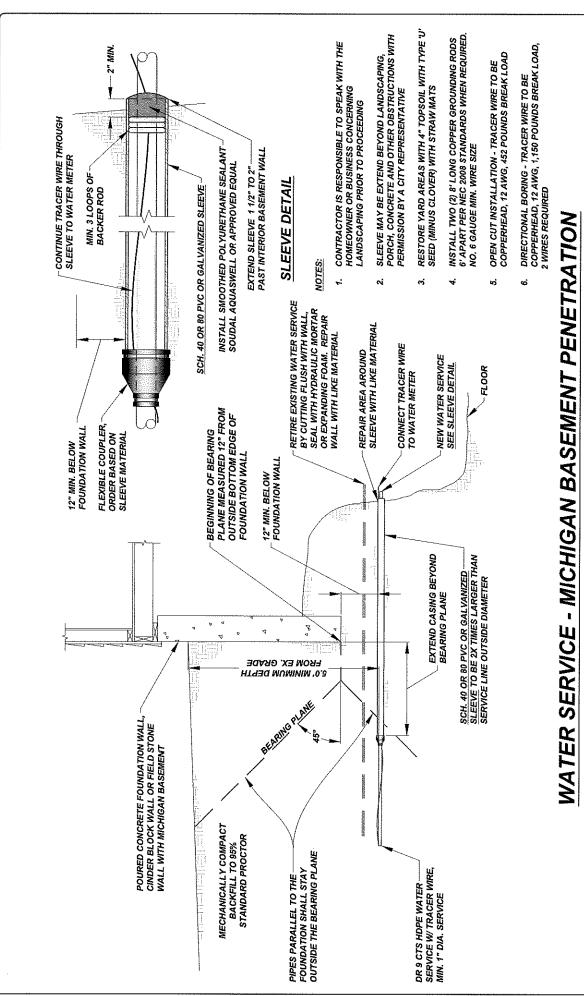
Department of Public Works & Safety Office of Engineering The City Of Goshen

STANDARD DETAIL

Orawing Number: WA-402 Drafted By: J. Hoffman

Approved By: D. Sailor, P.E.





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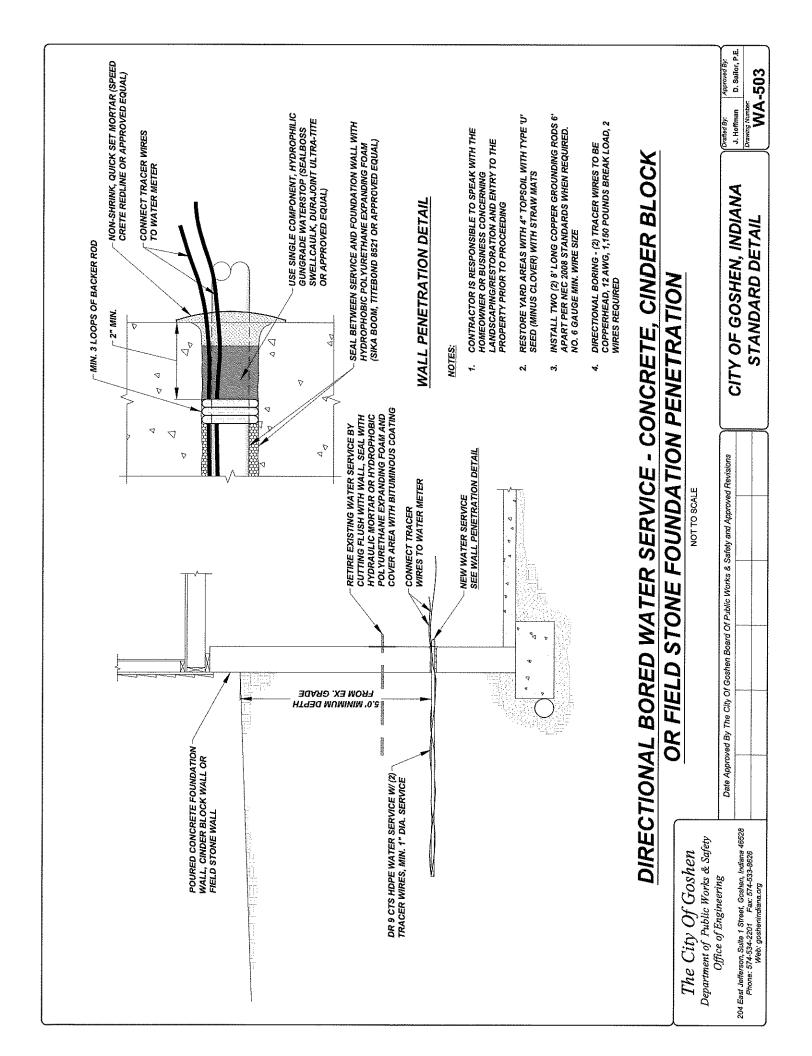
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ANA Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

D. Sailor, P.E. J. Hoffman

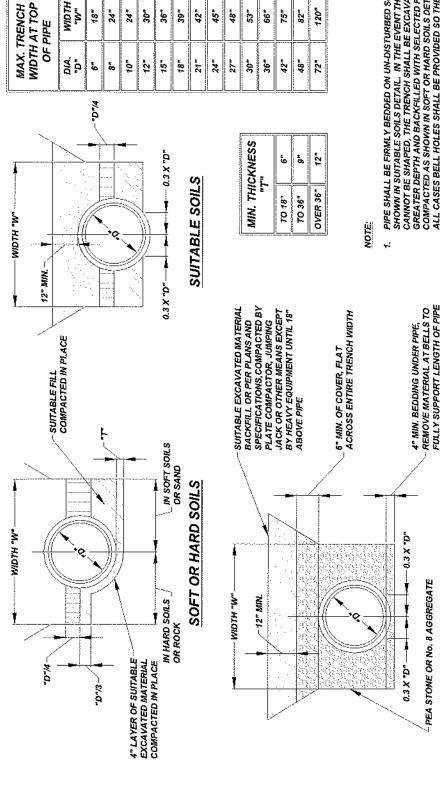


CITY OF GOSHEN STANDARD SEWER DETAILS

	SECTION 100 GENERAL SEWER DETAILS
SW-101	SEWER TRENCH, PIPE LAYING AND BEDDING
SW-102	CURB & GUTTER CASTING AND GUTTER CASTING
SW-103	ROLLED CURB CASTING
SW-104	FLAT ROUND FRAME AND CASTING
SW-105	DITCH/DRYWELL ROUND GRATE CASTING
SW-106	SANITARY MANHOLE PIPE CONNECTION
SW-107	INVERT AND BENCH
SW-108	MANHOLE INTERNAL CHIMNEY SEAL
SW-109	MANHOLE CHIMNEY RECONSTRUCTION
SW-110	RESETTING MANHOLE CASTING W/ CONCRETE RINGS
SW-111	RESETTING MANHOLE CASTING W/ CHIMNEY LINER
SW-112	SEWER HOOD/SNOUT
SW-113	CURB CASTING EXPANSION JOINT
SW-114	NEW OR REPLACEMENT STRUCTURE INSTALLATION ON EXISITNG PVC PIPE
SW-115	NEW OR REPLACEMENT STRUCTURE INSTALLATION ON EXISITNG CLAY OR CORR. PIPE
SW-116	NEW OR REPLACEMENT STRUCTURE INSTALLATION ON EXISITNG RCP PIPE
SW-117	ROMAC 'CB' SEWER SADDLE
SW-118	INSERETA TEE (18" DIA. OR LARGER)
SW-119	PVC AND CLAY PIPE REPAIR
SW-120	RETIREMENT OF PVC SEWER LATERAL
SW-121	RETIREMENT OF CLAY SEWER LATERAL
SW-122	FLOWABLE FILL PIPE SADDLE
SW-123	SEWER CASING
SW-124	BURIED UTILITY WARNING POST & TEST STATION
SW-125	FORCE MAIN LOCATION STATION
SW-126	1,000 GAL. GREASE INTERCEPTOR - PRECAST CONCRETE
SW-127	1,000 GAL. OIL AND SAND SEPARATOR - PRECAST CONCRETE
SW-128	GREASE INTERCEPTOR DIAGRAM

	SECTION 200 SEWER STRUCTURE DETAILS
SW-201	SEWER MANHOLE - CONE W/ MANHOLE CASTING
SW-202	SEWER MANHOLE - ABOVE BENCH
SW-203	SEWER INTERIOR DROP MANHOLE - CONE W/ MANHOLE CASTING
SW-204	SEWER EXTERIOR DROP MANHOLE - CONE W/ MANHOLE CASTING
SW-205	SEWER DOGHOUSE MANHOLE - CONE W/ MANHOLE CASTING
SW-206	SANITARY INSPECTION MANHOLE
SW-207	SCHIER SV 10 SEWER VIEWER SAMPLING PORT
SW-208	SEWER MANHOLE - FLAT TOP W/ CURB CASTING
SW-209	SEWER MANHOLE - FLAT TOP W/ MANHOLE CASTING
SW-210	STEPPED SEWER MANHOLE - CONE W/ MANHOLE CASTING
SW-211	SEWER CATCH BASIN - FLAT TOP W/ CURB CASTING
SW-212	SEWER CATCH BASIN - FLAT W/ FLAT CASTING
SW-213	SEWER CATCH BASIN - FLAT TOP W/ MANHOLE CASTING
SW-214	SEWER INLET W/ CURB CASTING
SW-215	SEWER INLET W/ FLAT CASTING
SW-216	SEWER CATCH BASIN - COMBINED SEWER 90 DEGREE ELBOW
SW-217	UTILITY CONFLICT STRUCTURE
	SECTION 300 DRYWELL DETAILS
SW-301	DRYWELL INSTALLATION
SW-302	PRE-TREATMENT STRUCTURE
SW-303	900 GAL. DRYWELL WITH BASE
SW-304	1,200 GAL. DRYWELL WITH BASE
SW-305	1,500 GAL. DRYWELL WITH BASE
SW-306	1,800 GAL. DRYWELL WITH BASE
SW-307	3,050 GAL. DRYWELL WITH BASE
	SECTION 400 SANITARY SEWER LATERAL DETAILS
SW-401	SEWER LATERAL W/ CLEANOUT
SW-402	SEWER LATERAL REPLACEMENT AT EXISTING TAP
SW-403	SEWER LATERAL OUTSIDE RIGHT-OF-WAY
SW-404	REPLACEMENT SEWER LATERAL CONNECTION
SW-405	VERTICAL SEWER LATERAL - 45 DEGREE
SW-406	VERTICAL SEWER LATERAL
	SECTION 500 PRESSURE SEWER STRUCTURE DETAILS
SW-501	SANITARY MANHOLE FORCE MAIN CONNECTION
SW-502	FORCE MAIN FLUSHING MANHOLE TYPE II
SW-503	FORCE MAIN AIR RELEASE/FLUSHING MANHOLE TYPE III
SW-504	FORCE MAIN FLUSHING MANHOLE TYPE IV

	SECTION 600 GRINDER PUMP DETAILS	
SW-601	STANDARD SIMPLEX GRINDER PUMP	
SW-602	SIMPLEX GRINDER PUMP CONNECTION LAYOUT	
SW-603	SIMPLEX GRINDER PUMP ELECTRICAL LAYOUT	
SW-604	SIMPLEX GRINDER PUMP H-PANEL	
SW-605	CURB STOP SWING CHECK FORCED SEWER ASSEMBLY	



48" .99 75" 82 120" 53.

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\$ 24" 24. 30, 36, 39, 42 45

SHOWN IN SUITABLE SOILS DETAIL. IN THE EVENT THE SOIL CANNOT BE SHAPED, THE TRENCH SHALL BE EXCAVATED TO A GREATER DEPTH AND BACKFILLED WITH SELECTED FILL AND COMPACTED AS SHOWN IN SOFT OR HARD SOILS DETAIL. IN ALL CASES BELL HOLES SHALL BE PROVIDED SO THE PIPE BELL SUPPORTS NO WEIGHT 1. PIPE SHALL BE FIRMLY BEDDED ON UN-DISTURBED SOIL AS

NOT TO SCALE

SEWER TRENCH, PIPE LAYING AND BEDDING

PVC PIPE

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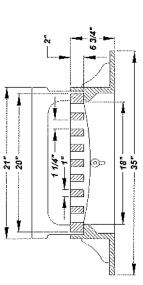
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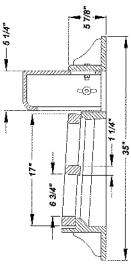
CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. SW-101 Ј. Ноппвп

NOTES:

- NEENAH R-3070 W/ TYPE 'R' OR 'V' GRATE OR APPROVED EQUIVALENT
 INCLUDE STREAM WARNING TEXT



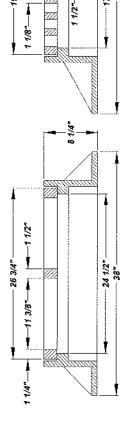


CURB & GUTTER CASTING

NOT TO SCALE

NOTES:

- 1. NEENAH R-3339 OR APPROVED EQUIVALENT 2. INCLUDE STREAM WARNING TEXT



-193/4"

GUTTER CASTING

-17 1/2" -- 38"-

1 1/2

NOT TO SCALE

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CITY OF GOSHEN, INDIANA STANDARD DETAIL

Арргоувд Ву:	D. Sallor, P.	102
Drafted By:	J. Hoffman	Drawing Number:

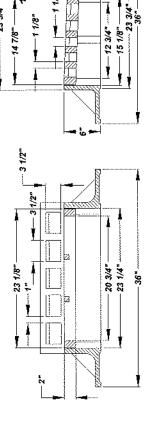
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J. Hoffmen D. Sallot, P.E.
Crewing Number:
SW-103

CITY OF GOSHEN, INDIANA STANDARD DETAIL

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Office of Engineering

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1. NEENAH R-3501-L-1A OR APPROVED EQUIVALENT 2. INCLUDE STREAM WARNING TEXT

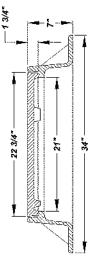
NOTES:

- 23 3/4"

ROLLED CURB CASTING

23 3/4"

TYPE 'D' LID TYPE 'B' LID \Box 000 2009



OPEN GRATE 1. NEENAH R-1772 W/ TYPE 'D' LID OR APPROVED EQUIVALENT 2. INCLUDE STREAM WARNING TEXT

NEENAH R-1772 W/ TYPE 'B' LID OR APPROVED EQUIVALENT
 WORD 'STORM' OR 'SAWITARY' ON LID

art arros NOTES:

ROUND FRAME AND CASTING NOT TO SCALE

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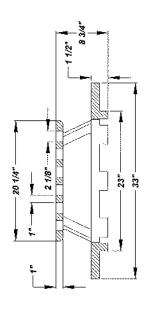
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NOTES:

- 1. NEENAH R-4341-A OR APPROVED EQUIVALENT 2. INCLUDE STREAM WARNING TEXT



DITCH/DRYWELL ROUND GRATE CASTING NOT TO SCALE

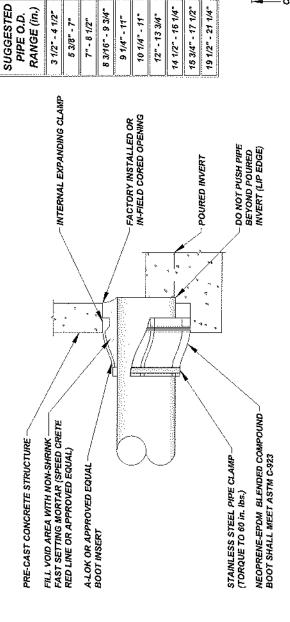
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

J. Hoffman D. Sallor, P.E. Drawing Number:



HOLE & BOOT DIAMETER

DIMENSIONS

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RANGE (in.)

PIPE O.D.

4 1/4"

6 1/8" œ

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3 1/2" - 4 1/2"

5 3/8" - 7" 7" - 8 1/2"

10 7/8" 6 1/2"

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9 1/4"

10 7/8" 10 7/8"

12

8 3/16" - 9 3/4"

60

12"

ŝ 60

14 7/8" 10 1/2"

16. 16

9 1/4" - 11"

60 ģ ŝ

13 1/4

14 7/8"

16"

12,

14 7/8"

10 1/4" - 11" 12" - 13 3/4" 18 7/8" 15 3/4"

20,

14 1/2" - 16 1/4"

17.

18 7/8"

20

b 22 7/8" 20 3/4" Ġ 24" 19 1/2" - 21 1/4"

SANITARY MANHOLE PIPE CONNECTION

NOT TO SCALE

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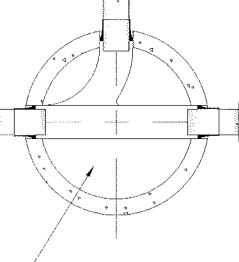
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SW-106

D. Sallor, P.E.

Dreited By: J. Hoffman

PRECAST INVERT AND BENCH. IF POURED—IN THE FIELD, THE CITY OF GOSHEN ENGINEERING DEPARTMENT MUST PRE-APPROVE THE DESIGN BEFORE INSTALLING. IF NOT PRE-APPROVED, THE CONTRACTOR MAY BE REQUIRED TO REMOVE THE BENCH AND RE-POUR WITH NO ADDITIONAL COMPENSATION



PLAN VIEW

INVERT AND BENCH

NOT TO SCALE

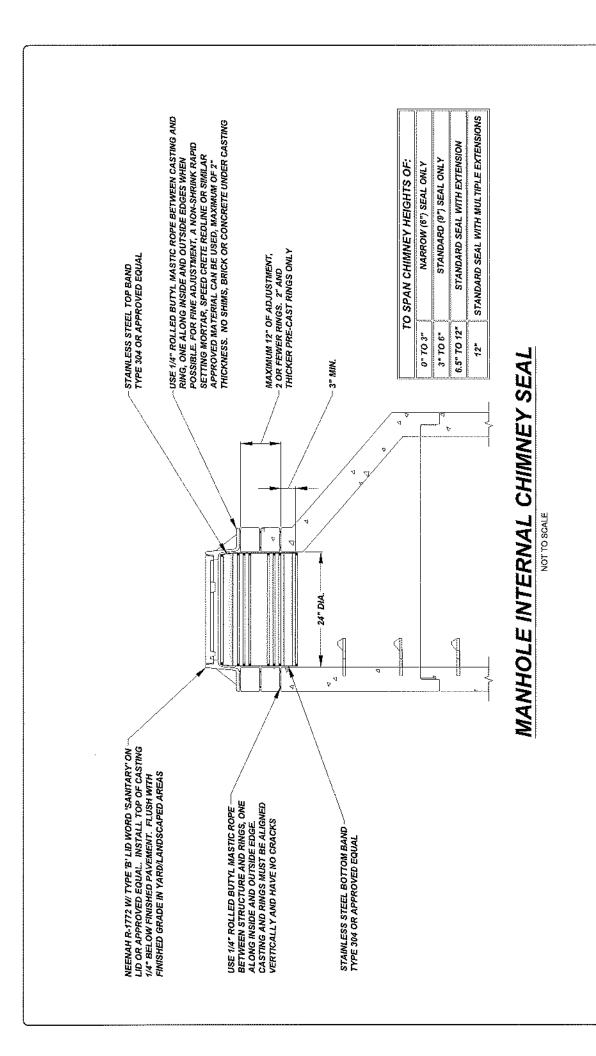
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

Drafted By: Approved By:
J. Hoffman D. Sailor, P.E.
Drawing Number:
SW-107



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02/06/2025

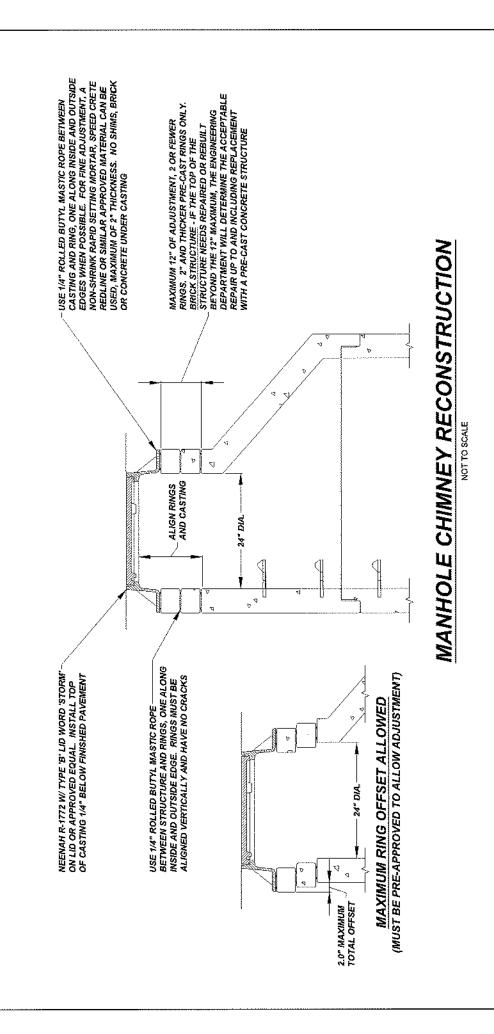
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SW-108



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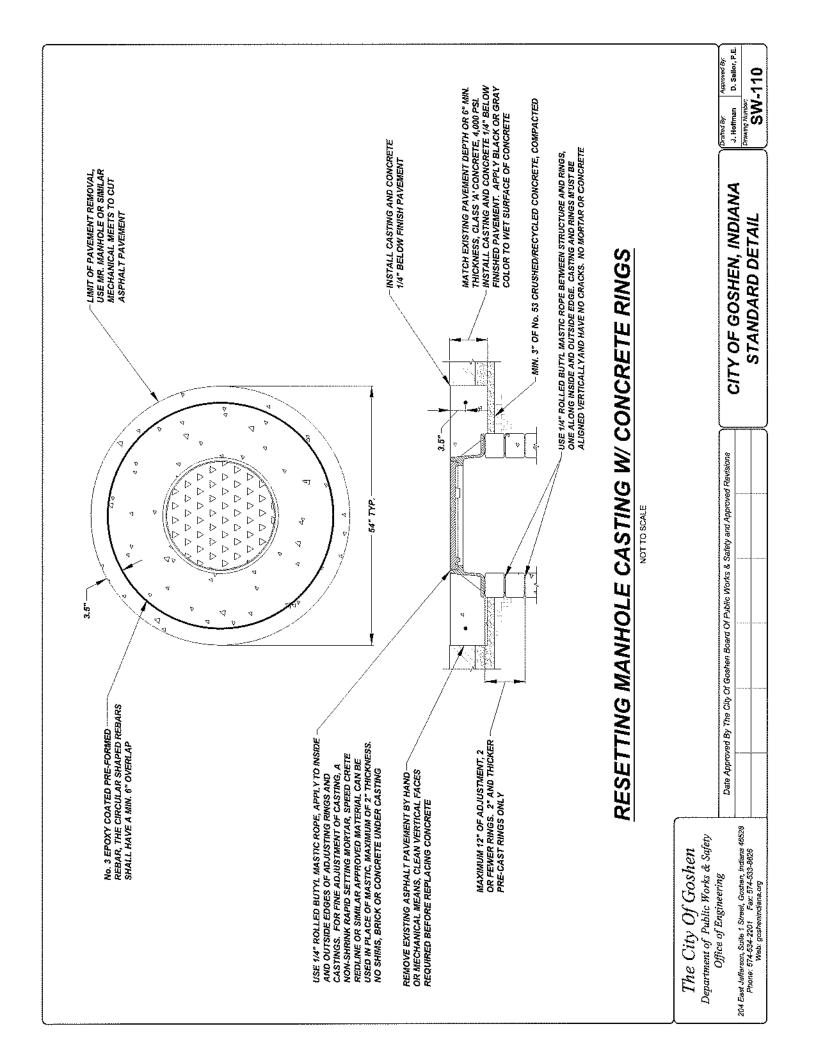
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sallor, P.E. J. Hoffman



MIN. 3" OF NO. 53 CRUSHED/RECYCLED CONCRETE, COMPACTED CASTING AND CONCRETE 1/4" BELOW FINISHED PAVEMENT, APPLY BLACK OR GRAY COLOR TO WET SURFACE OF CONCRETE CLASS 'A' CONCRETE, 4,000 PSI. INSTALL LIMIT OF PAVEMENT REMOVAL, USE MR. MANHOLE OR SIMILAR MECHANICAL MEETS TO CUT ASPHALT PAVEMENT INSTALL CASTING AND CONCRETE 1/4" BELOW FINISH PAVEMENT 70 V ⟨> Þ \triangleright Þ PLAN VIEW 45 į> [> Þ þ ৈ ĵ> [> Þ D Þ 54" MIN. Þ **|**> Þ Þ |> 3.5" > 4 |> Þ Þ Þ V þ |> 3.5 APPLY A LIBERAL AMOUNT OF WHITE MR. MANHOLE SEALANT, MM 306 OR APPROVED EQUAL TO THE BOTTOM AND TOP OF THE CHIMNEY LINER TO PROVIDE A WATER TIGHT SEAL 23.5 -6" MAX 3.5 MADE FROM POLYVINYL CHLORIDE COMPOUNDS WHICH COMPLY WITH THE REQUIREMENTS FOR A MINIMUM CELL CLASSIFICATION OF 12364 AS MINIMUM PIPE STIFFNESS SHALL BE 46 PSI WHEN TESTED IN ACCORDANCE VITH ASTM D-2412 THERE SHALL BE NO EVIDENCE OF CRACKING OR SPLITTING WHEN PIPE IS FLATTENED IN A CIRCUMFERENTIAL ORIENTATION BETWEEN TWO FLAT PLATES BY SIXTY PERCENT (60%) OF THE ORIGINAL DIAMETER NO VISUAL CRACKING OR SPLITTING OF THE WATERWAY WALL SHALL BE EVIDENCED WHEN TESTED IN ACCORDANCE WITH ASTM D-2444 WITH A 20 LB. WEIGHT, TUP B, FLAT PLATE HOLDER B TO A LEVEL OF 220 FT. LBS. No. 3 EPOXY COATED PRE-FORMED REBAR, THE CIRCULAR SHAPED REBARS SHALL HAVE A MIN. 6" OVERLAP THERE SHALL BE NO SIGN OF FLAKING OR DISINTEGRATION WHEN IMMERSED IN ANHYDROUS ACETONE FOR 20 MINUTES AS DESCRIBED IN EACH LENGTH OF PIPE SHALL PASS A FACTORY 3.5 PSI AIR TEST AS DESCRIBED IN ASTM F-1803 WATERSTOP ALONG BOTTOM JOINT WITH STRUCTURE WATER STOP SHALL BE CONSTRUCTED OF SWELLSTOP 3/8" X 3/4"CONTROLLED EXPANSION WATERSTOP OR EQUIVALENT CASTING ON STRUCTURE OPENING CENTER CHIMNEY LINER AND No. 3 EPOXY COATED REBAR MAXIMUM 12" OF ADJUSTMENT, CHIMNEY LINER SHALL BE VYLON PIPE OR APPROVED EQUAL CHIMNEY LINER SPECIFICATIONS: DEFINED BY ASTM D-1784 6 e (r)

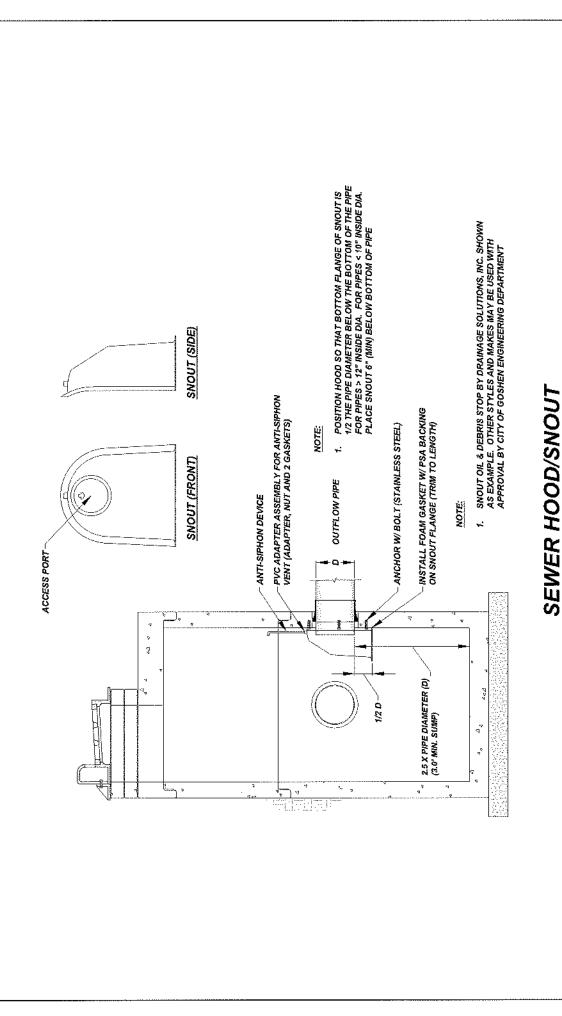
RESETTING MANHOLE CASTING W/ CHIMNEY LINER

Department of Public Works & Safety The City Of Goshen Office of Engineering 204 East Jafferson, Suite 1 Sfreet, Goshen, Indiana 46529 Phone: 574-534-2207 Fax: 574-533-8626 Web: goshenIndiana.org

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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. SW-111 **J. Но**япиви Shawing Number



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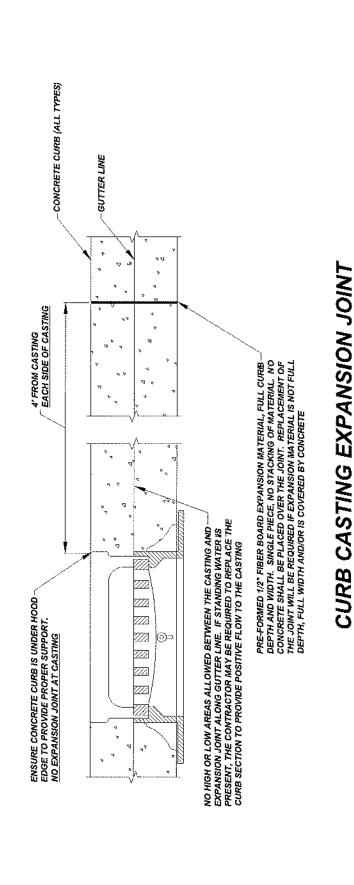
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Office of Engineering

J. Hoffman Orawing Norther

D. Sailor, P.E. SW-112



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Office of Engineering

STANDARD DETAIL

SW-113 J. Hoffman

D. Sallor, P.E.

Corafted By:

APPLY LUBRICANT ON PIPE ENDS AND COUPLER BEFORE ASSEMBLY, MINIMIZE THE GAP BETWEEN THE EXISTING PIPE END AND NEW SECTION OF PIPE AT COUPLER, 1/4" MAX. PREFERRED TO INSURE THE COUPLER IS CENTERED ON THE JOINT MARK ON THE PIPE 1/2 THE LENGTH OF THE COUPLER AND INSTALL THE COUPLER UNTIL THE END ALIGNS WITH THE MARK IF BOOT IS NOT INSTALLED, SEAL THE GAP BETWEEN THE PIPE AND STRUCTURE WITH A NOM-SHRINK RAPID SETTING MORTAR, SPEED CRETE RED LINE OR APPROVED IF BOOT IS NOT INSTALLED, SEAL THE GAP BETWEEN THE PIPE AND STRUCTURE WITH A NOW-SHRINK RAPID SETTING MORTAR, SPEED CRETE RED LING OR APPROVED GASKET PLASTIC SEWER COUPLER (LONG) IF BOOT IS INSTALLED, SEAL THE GAP BETWEEN THE PIPE AND BOOT WITH A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE REDLINE OR APPROVED IF BOOT IS INSTALLED, SEAL THE GAP BETWEEN THE PIPE AND BOOT WITH A NON-SHRIWK RAPID SETTING MORTAR, SPEED CRETE REDLINE OR APPROVED PEA STONE OR No. 8 AGGREGATE PEA STONE OR No. 8 AGGREGATE EX. PVC PIPE EX. PVC PIPE PVC BELL CONNECTION PVC SDR-35 (TYP.) - PVC SDR-35 (TYP.) 3.0' MIN. - 3.0' MIN.

CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sallor, P.E. J. Hoffman

SW-114

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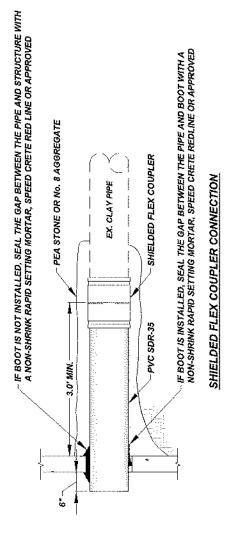
The City Of Goshen Department of Public Works & Safety Office of Engineering

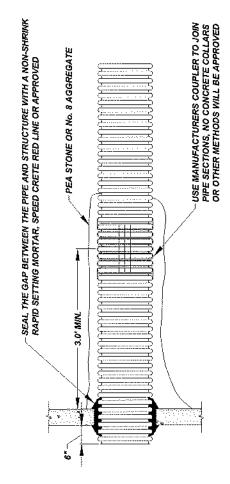
NEW OR REPLACEMENT STRUCTURE INSTALLATION ON

PVC COUPLER CONNECTION

EXISTING PVC PIPE

NOT TO SCALE





CORRUGATED COUPLER CONNECTION

NEW OR REPLACEMENT STRUCTURE INSTALLATION ON EXISTING CLAY OR CORRUGATED PIPE

NOT TO SCALE

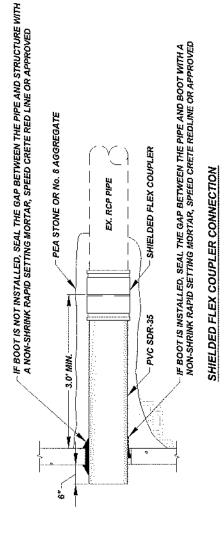
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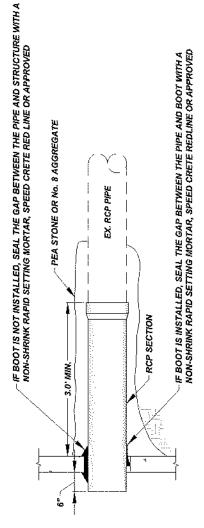
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D. Sailor, P.E. Drawing Number:
SW-115





RCP BELL CONNECTION

NEW OR REPLACEMENT STRUCTURE INSTALLATION ON

NOT TO SCALE

EXISTING RCP PIPE

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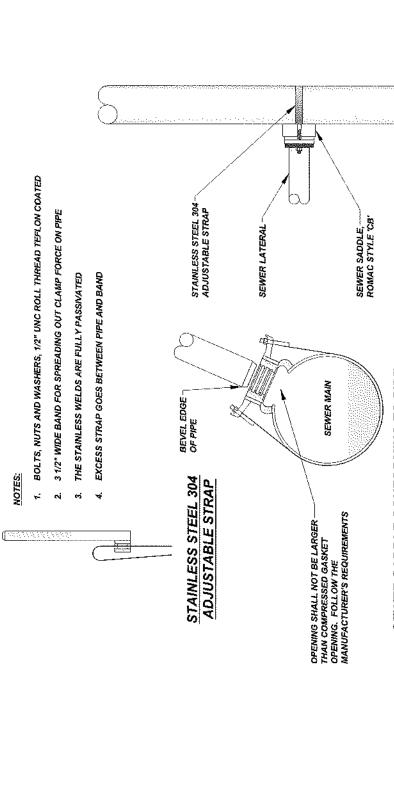
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

J. Hoffman D. Sallor, P.E. SW-116



SEWER SADDLE CONFORMING TO PIPE

NOTES:

SEWER MAIN

PIPE TO BE TAPPED USING A HOLE SAW OR APPROVED EQUAL, HOLES SHALL NOT BE LARGER THAN THE INSIDE HOLE OF THE GASKET .:

INSERTION TEES ARE NOT ALLOWED ON PIPE 18 INCH OR LESS IN DIAMETER UNLESS APPROVED BY THE CITY N

LATERAL PIPE SHALL NOT PROTRUDE BEYOND INTERIOR WALL OF THE MAIN LINE 'n

DETAIL SHOWS ROMAC BRAND. OTHER MANUFACTURERS MAY BE ACCEPTED BY CITY ENGINEERING DEPARTMENT UPON REVIEW OF MANUFACTURER'S SUBMITTAL

ROMAC 'CB' SEWER SADDLE

NOT TO SCALE

The City Of Goshen

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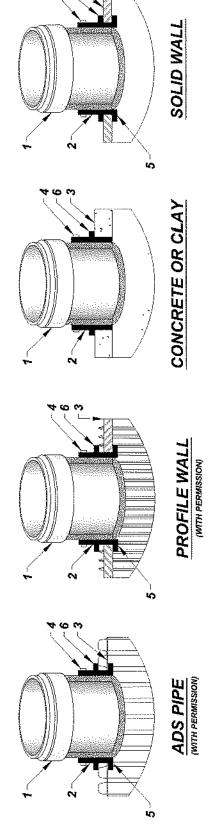
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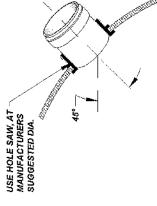
CITY OF GOSHEN, INDIANA STANDARD DETAIL

SW-117 J. Hoffman Drawing Number

D. Sallor, P.E.

Drafted By:





PVC HUB ADAPTER WHICH IS DRIVEN INTO THE CENTER OF THE RUBBER SLEEVE AFTER THE RUBBER SLEEVE IS IN THE HOLE

DESCRIPTION

PART#

COMPLETE RUBBER SLEEVE CONSISTING OF ASTM F 477 SPECIFICATIONS

MAINLINE PIPE WALL WHERE BRANCH LINE IS CONNECTED

RUBBER SEGMENT WHICH IS MOLDED INTO THE RUBBER SLEEVE. THIS PREVENTS SNAP OUT ON THE INSIDE OF THE DRILLED HOLE (PLASTIC PIPE ONLY) AND HELPS HOLD THE FITTING IN PLACE, NOT CREATING THE SEAL.

STAINLESS STEEL BAND, PUT ON ABOVE RUBBER SEGMENT AS AN ADDED PRECAUTION

RUBBER SEGMENT WHICH IS MOLDED INTO THE RUBBER SLEEVE. THIS PREVENTS THE RUBBER SLEEVE FROM GOING THROUGH THE DRILLED HOLE WHEN PVC HUB IS BEING DRIVEN INTO THE RUBBER SLEEVE

NOTES

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- WATERTIGHT SEAL IS ACCOMPLISHED WHEN PVC HUB IS DRIVEN INTO RUBBER SLEEVE CAUSING THE RUBBER SLEEVE TO COMPRESS BETWEEN PIPE WALL AND PVC HUB
- BACKFILL AROUND TEE WITH PEA STONE OR No. 8 AGGREGATE STONE TO PREVENT DAMAGE N
- DETAIL SHOWS ROMAC BRAND. OTHER MANUFACTURERS MAY BE ACCEPTED BY CITY ENGINEERING DEPARTMENT UPON REVIEW OF MANUFACTURER'S SUBMITTAL

INSERTA TEE (18" DIA. OR LARGER PIPE

NOT TO SCALE

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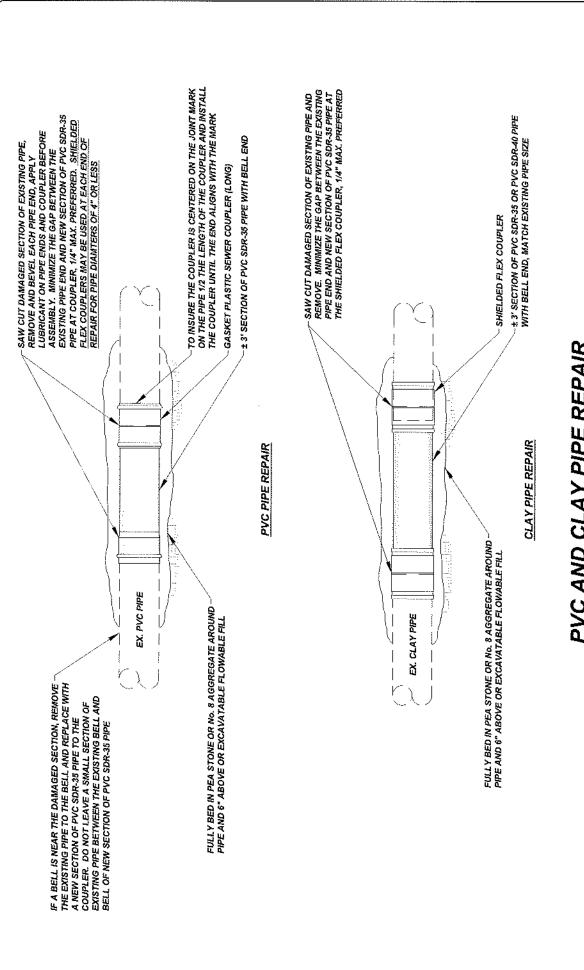
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

SW-118

J. Hoffman Drawing Number

D. Sailor, P.E.



PVC AND CLAY PIPE REPAIR

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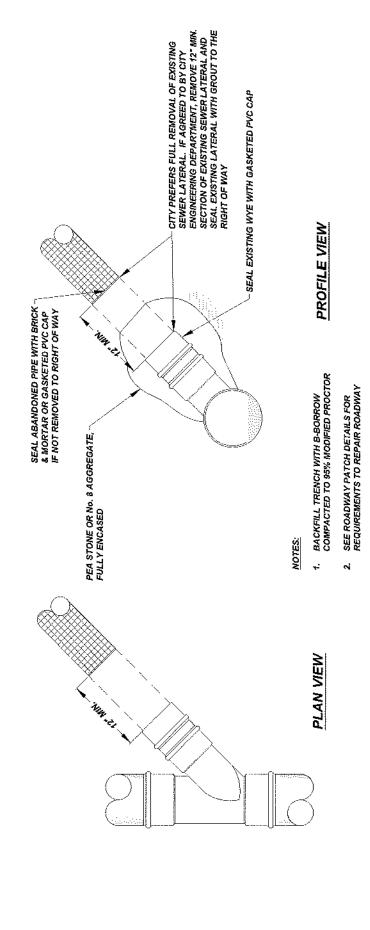
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

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RETIREMENT OF PVC SEWER LATERAL

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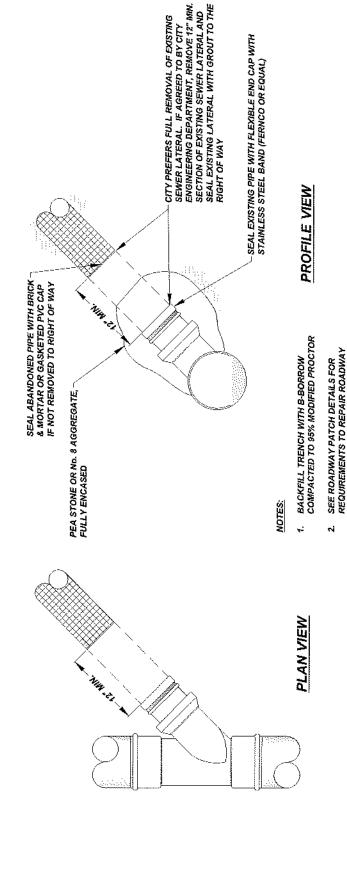
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Date Approve			_

HEN, INDIANA D DETAIL

D. Sailor, P.E. SW-120 J. Hoffman

Drafted By:



RETIREMENT OF CLAY SEWER LATERAL

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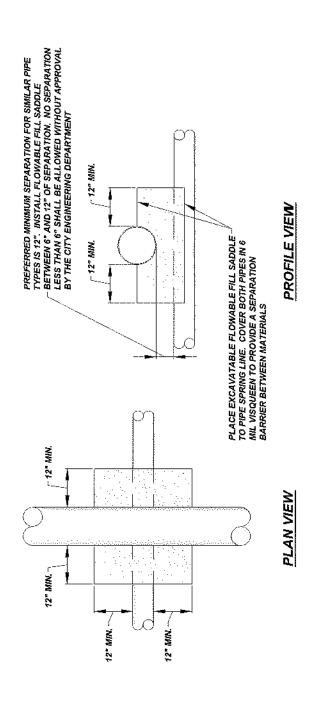
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

SW-121

D. Sallor, P.E.

J. Hoffman Orafted By:



FLOWABLE FILL PIPE SADDLE

CITY OF GOSHEN, INDIANA

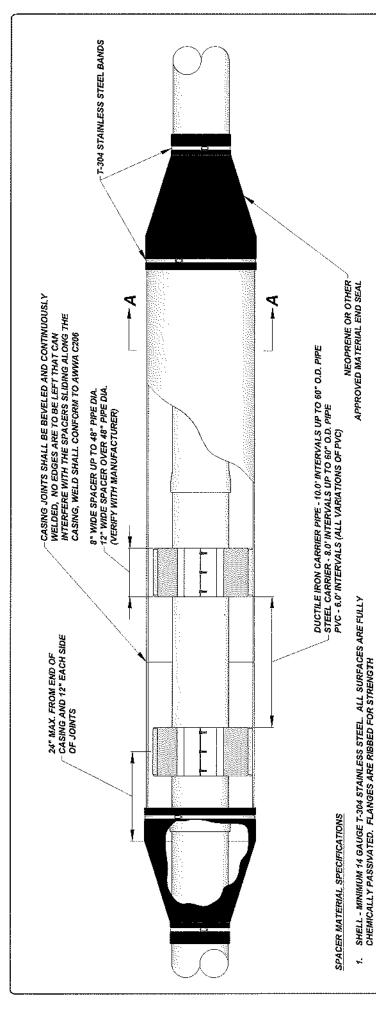
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Department of Public Works & Safety Office of Engineering The City Of Goshen

STANDARD DETAIL

Orafted By: Approved By:
J. Hoffman D. Sailor, P.E.



RISERS - MAXIMUM 10 GAUGE T-304 STAINLESS STEEL, REINFORCED 6" AND OVER IN HEIGHT

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FASTENERS - 5/16 - 18 T-304 STAINLESS STEEL

m

LINER - PVC, 0.90 THICK, 85-90 DUROMETER (ASTIM D1706 - 617)
MAX. CONSTANT OPERATING TEMPERATURE - 150 DEGREES (F)
ELECTRICAL PROPERTIES - (ASTIM - D149 - 61) 1380 Vimin.
RESISTANCE - SALT SPRAY (ASTIM - B117) EXCELLENT - ACIDS GOOD 4

RUNNERS - ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE HIGH RESISTANCE TO ABRASION AND SLIDING WEAR TOUGHNESS UNDER IMPACT LOW DEFLECTION UNDER COMPRESSION DIELECTRIC INSULATION LOW COEFFICIENT OF FRICTION 47

CASCADE CASING SPACERS MODEL. CCS AS MANUFACTURED BY CASCADE WATERWORKS MFG. OR APPROVED EQUAL

NOTES:

- SUBMIT SHOP DRAWINGS TO THE CITY ENGINEERING DEPARTMENT FOR APPROVAL
- ALL CHANGES TO MATERIALS OR MODIFICATIONS TO PLANS MUST BE PRE-APPROVED BY THE CITY ENGINEERING DEPARTMENT ٨i
- RECORD DRAWING SHALL INCLUDE ELEVATION AT EACH END OF THE PIPE AND CASING, LOCATION OF EACH OF THE CASING, CASING LENGTH, SIZE, TYPE, A PROFILE DRAWING OF THE CASING CONTAINING THE ABOVE INFORMATION. INCLUDE ANY SPECIAL CONDITIONS OR NOTES 'n

STORM SEWER CASING

SECTION A-A

NOT TO SCALE

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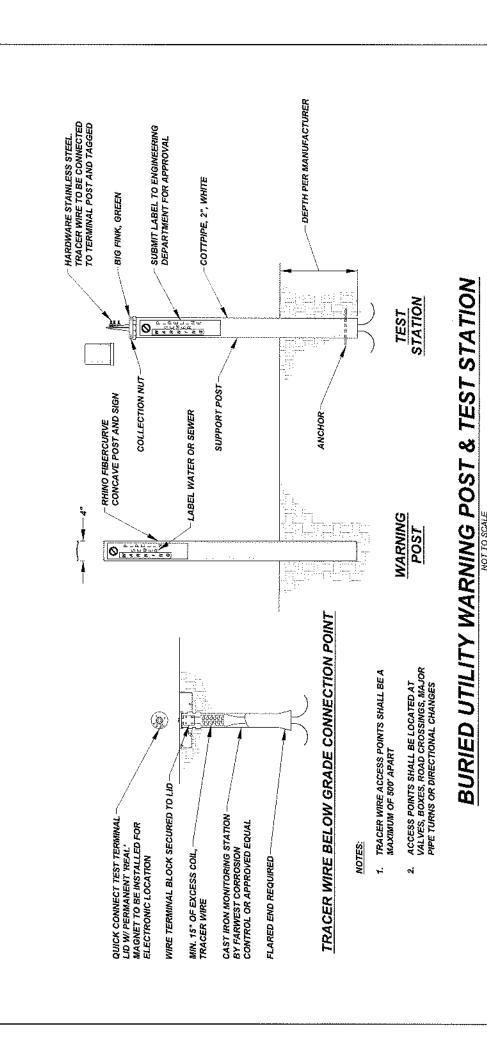
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D. Sallor, P.E.

J. Hoffman Drawing Number Draffed By:

SW-124

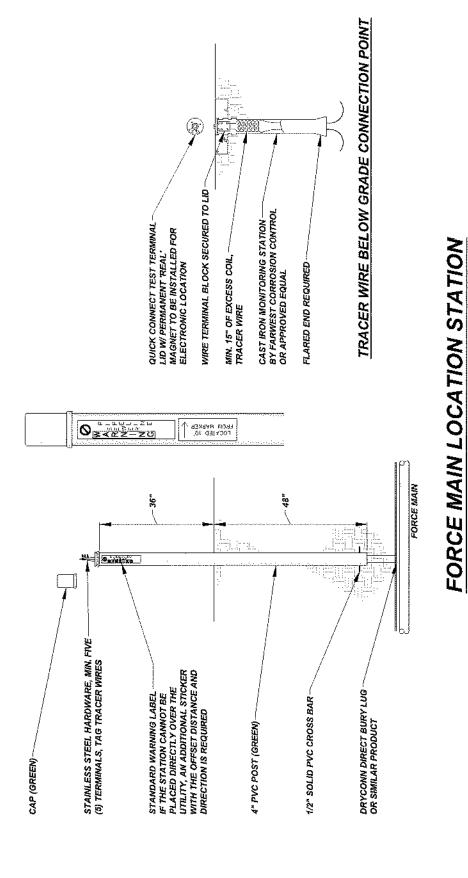
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The City Of Goshen



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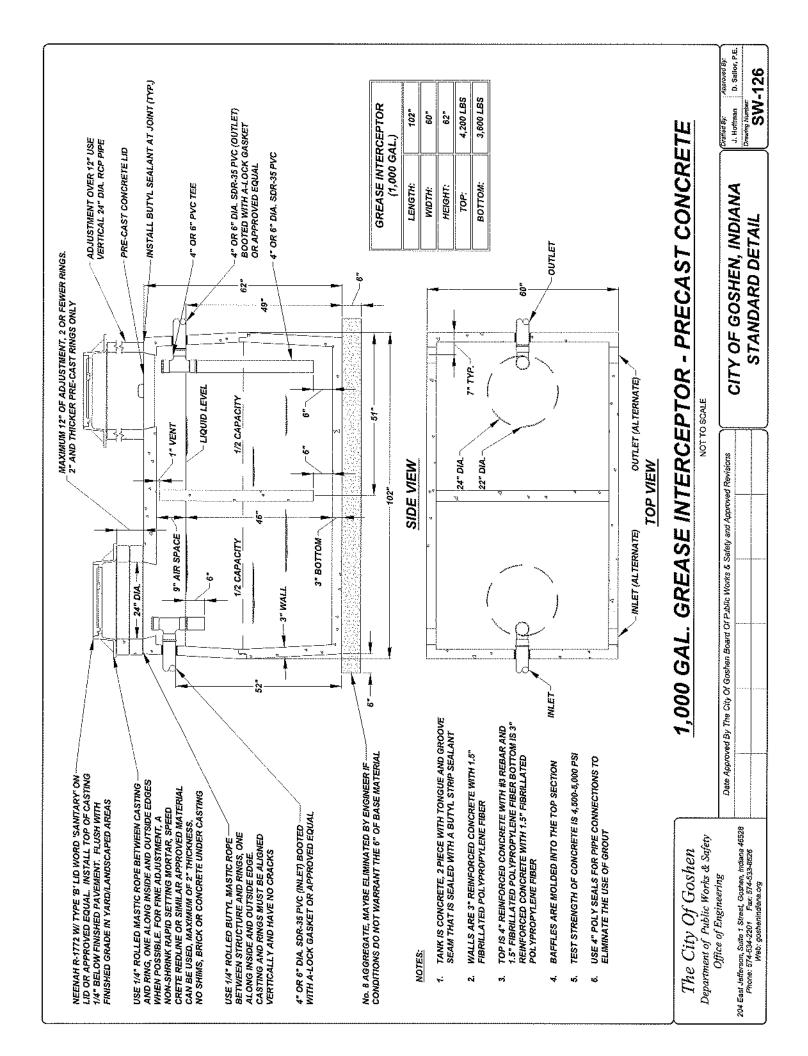
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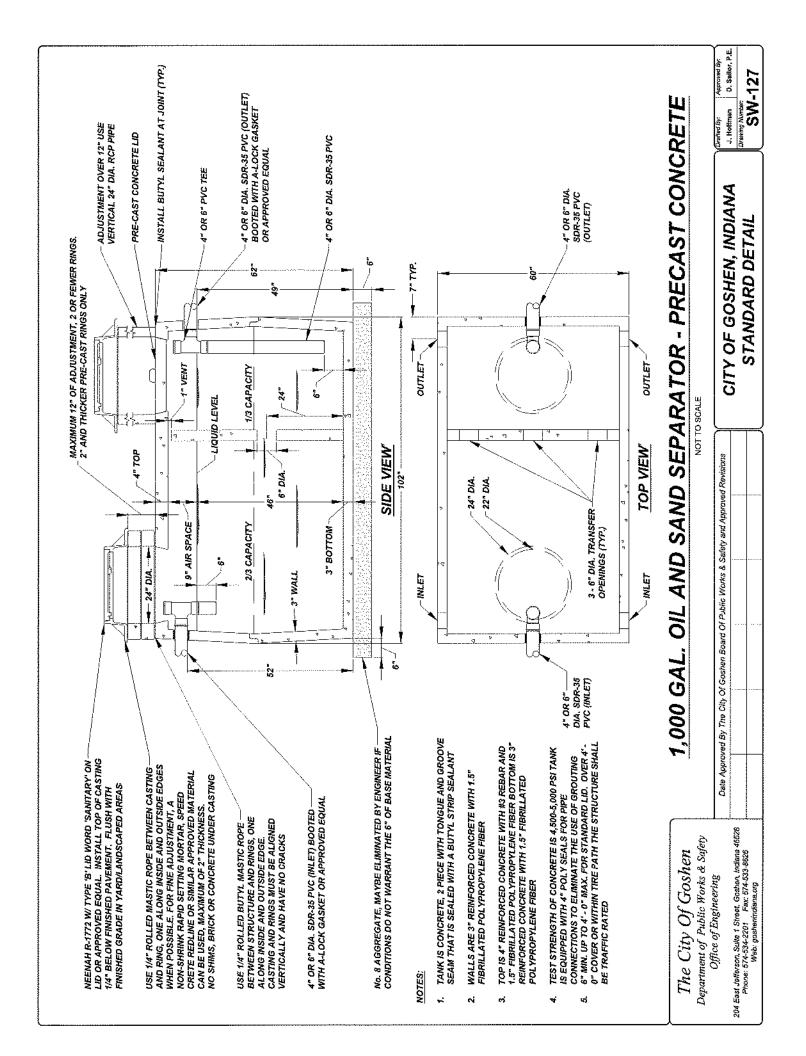
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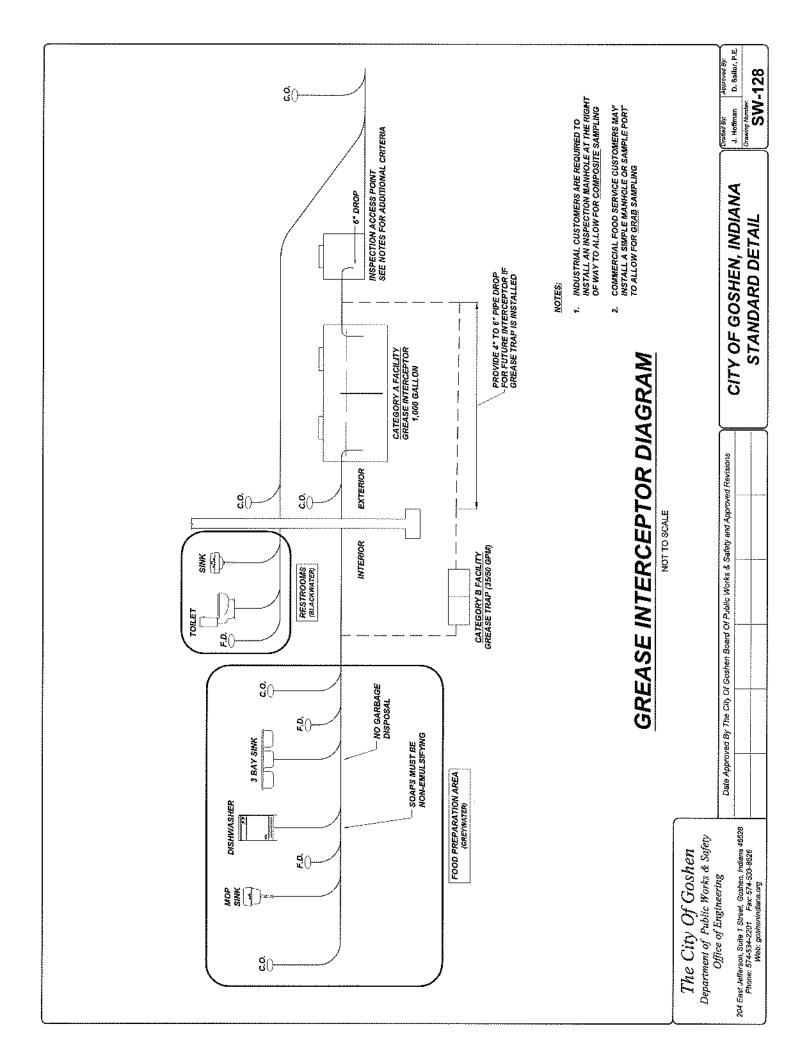
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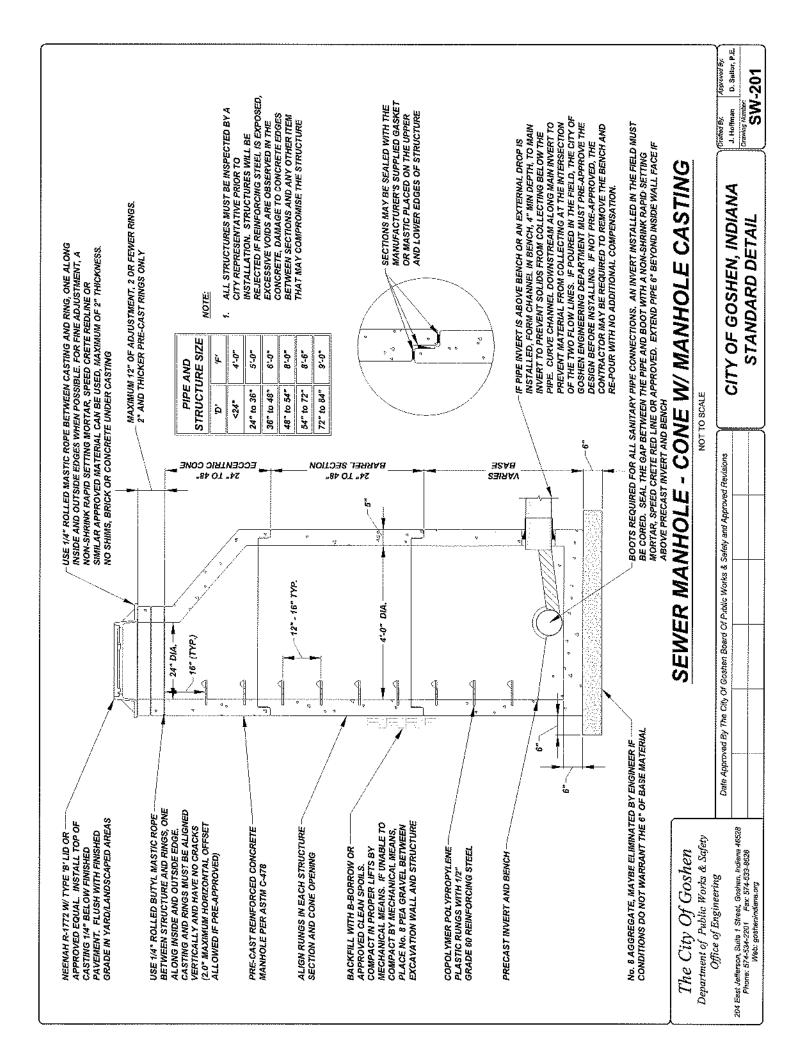
D. Sailor, P.E. J. Hoffman D. Sallor, Drawing Number: SW-125

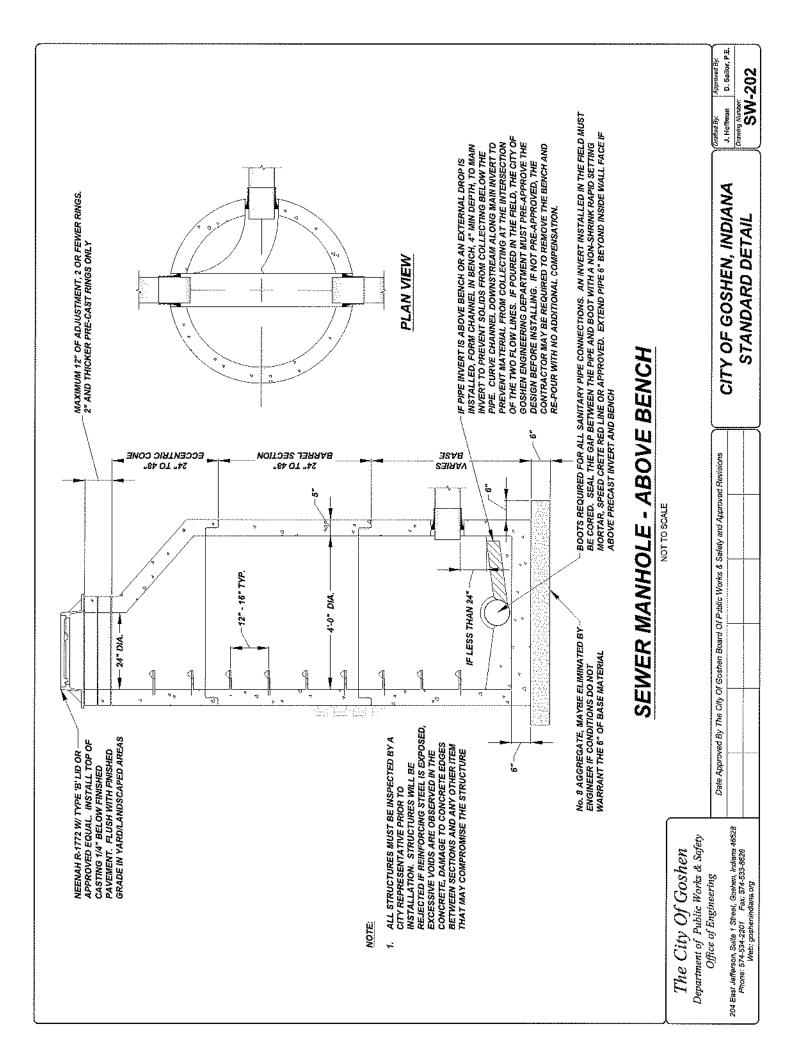
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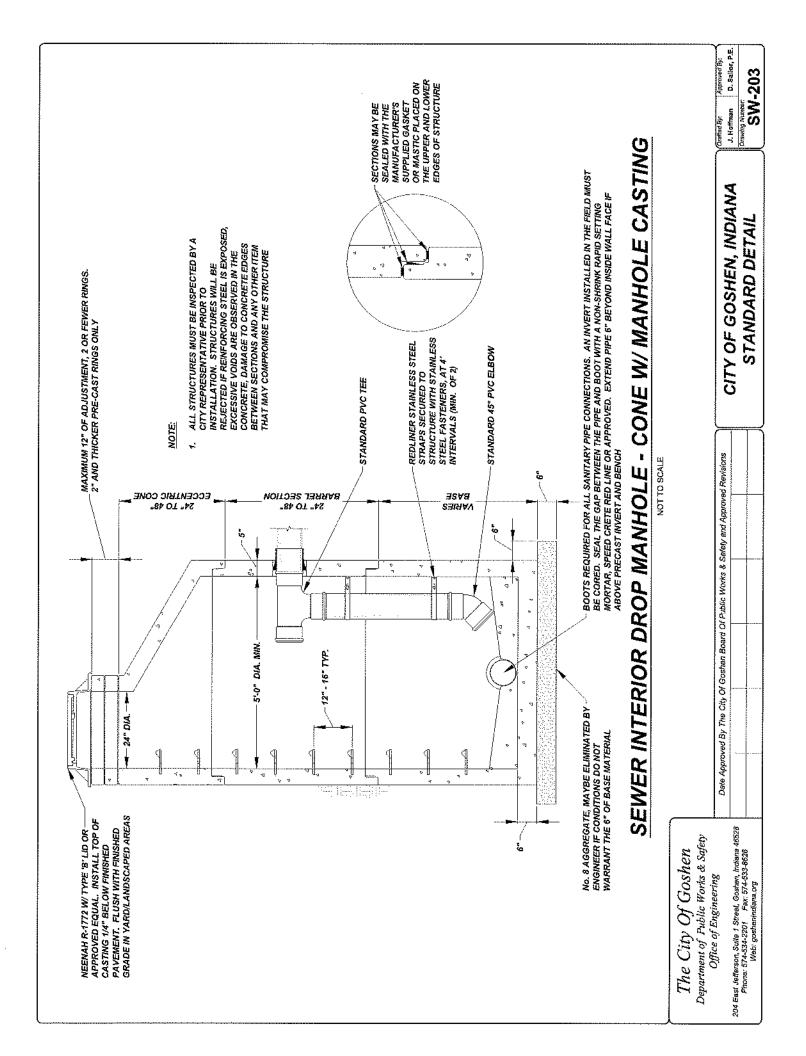


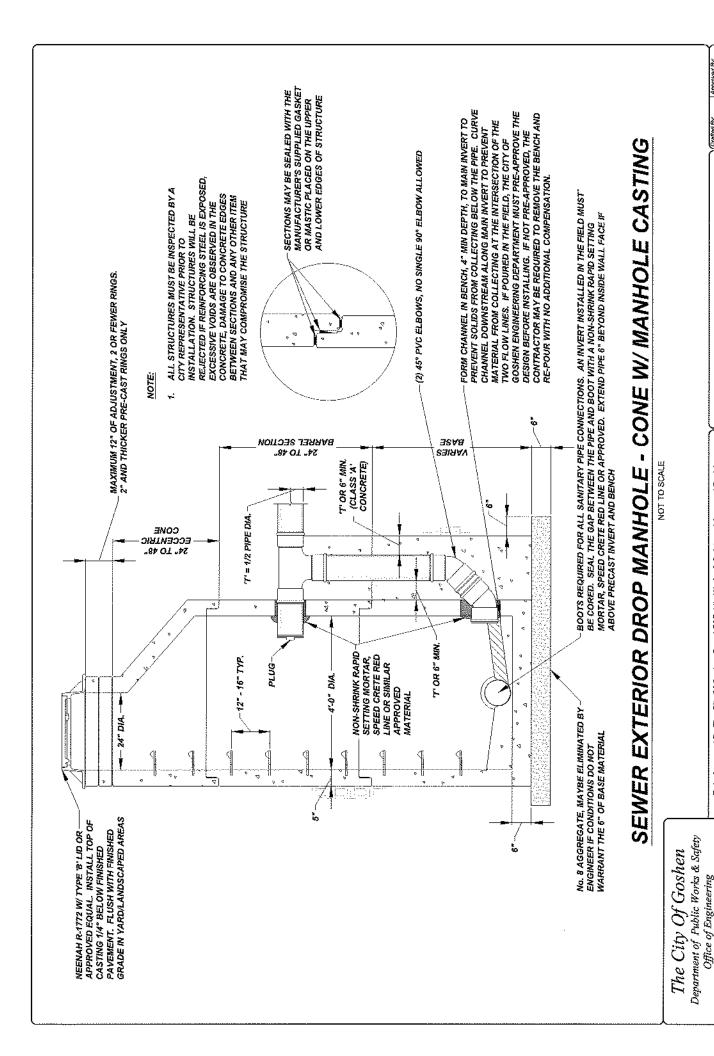








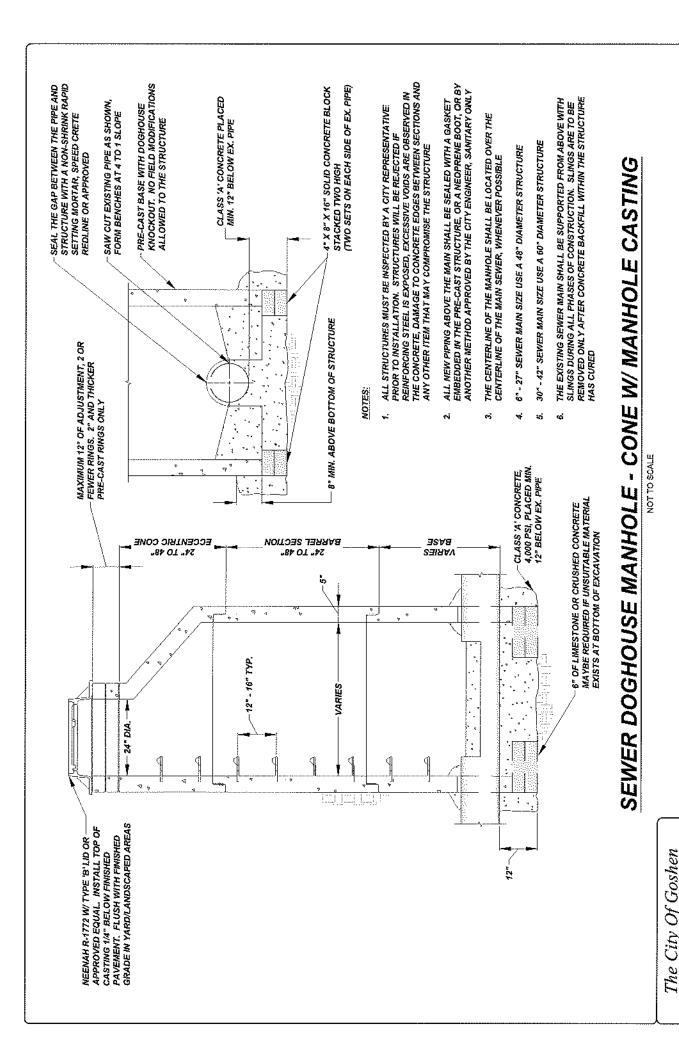




D. Sallor, P.E. SW-204 Ј. Ноптап

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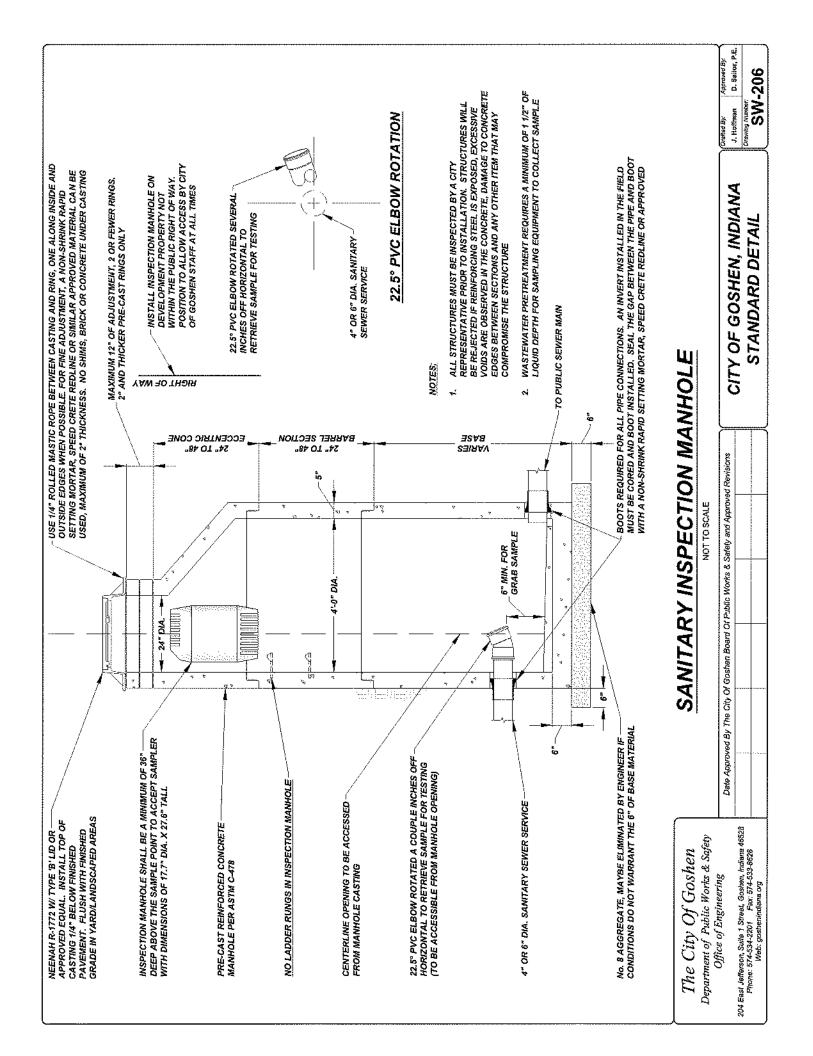
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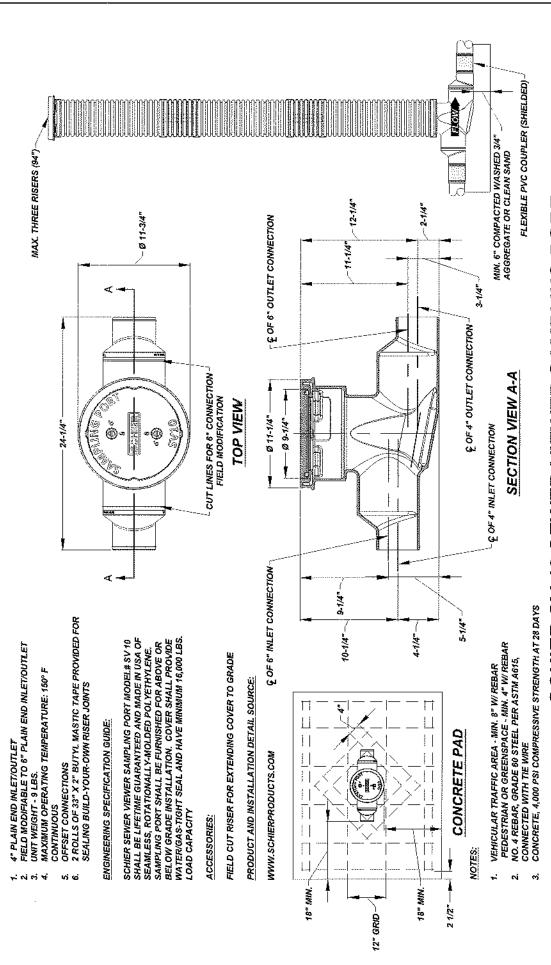
Department of Public Works & Safety

Office of Engineering

D. Sailor, P.E. Ноffman

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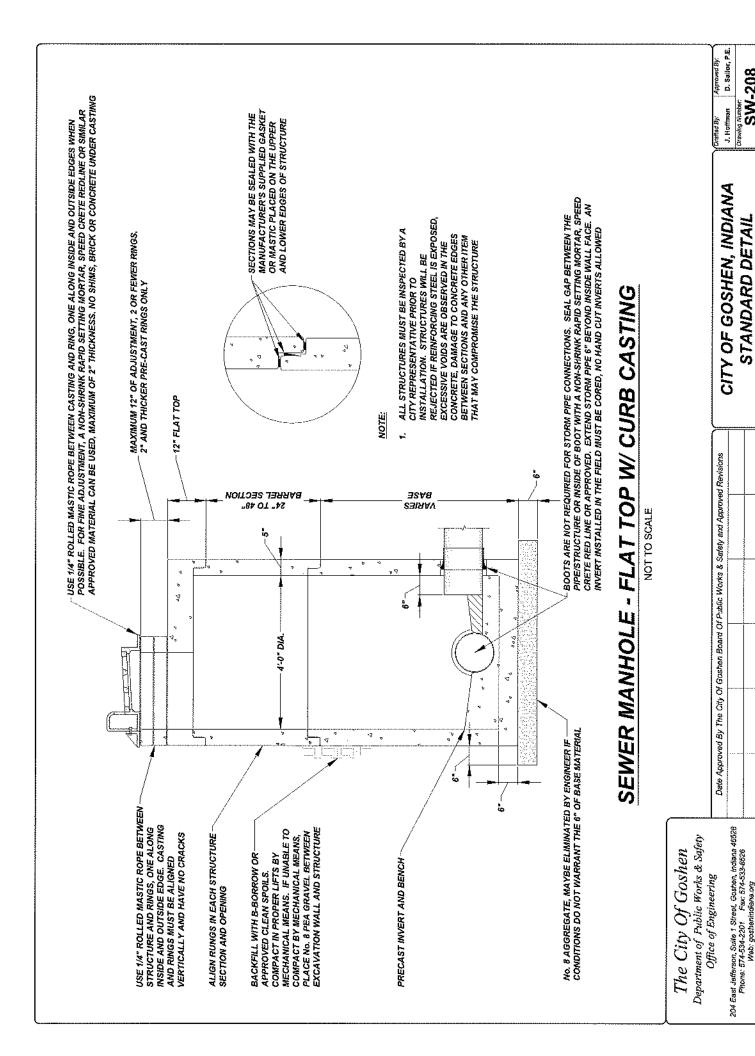
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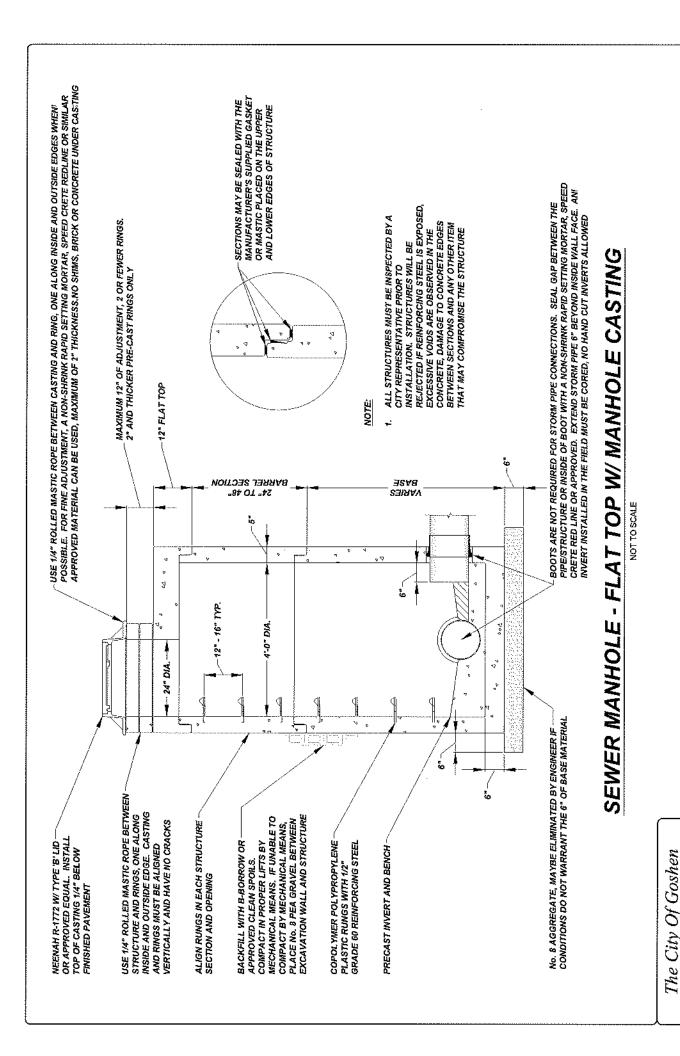
CITY OF GOSHEN, INDIANA STANDARD DETAIL

SW-207

D. Sailor, P.E. J, Hoffman

Drafted By:





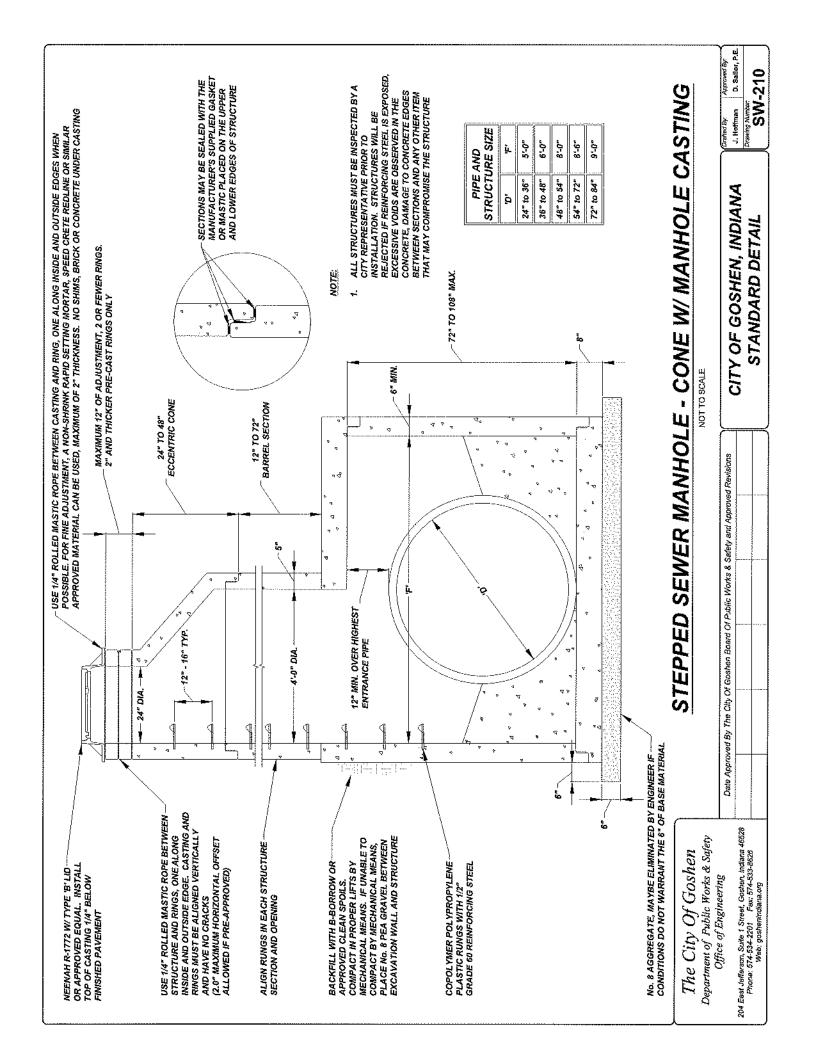
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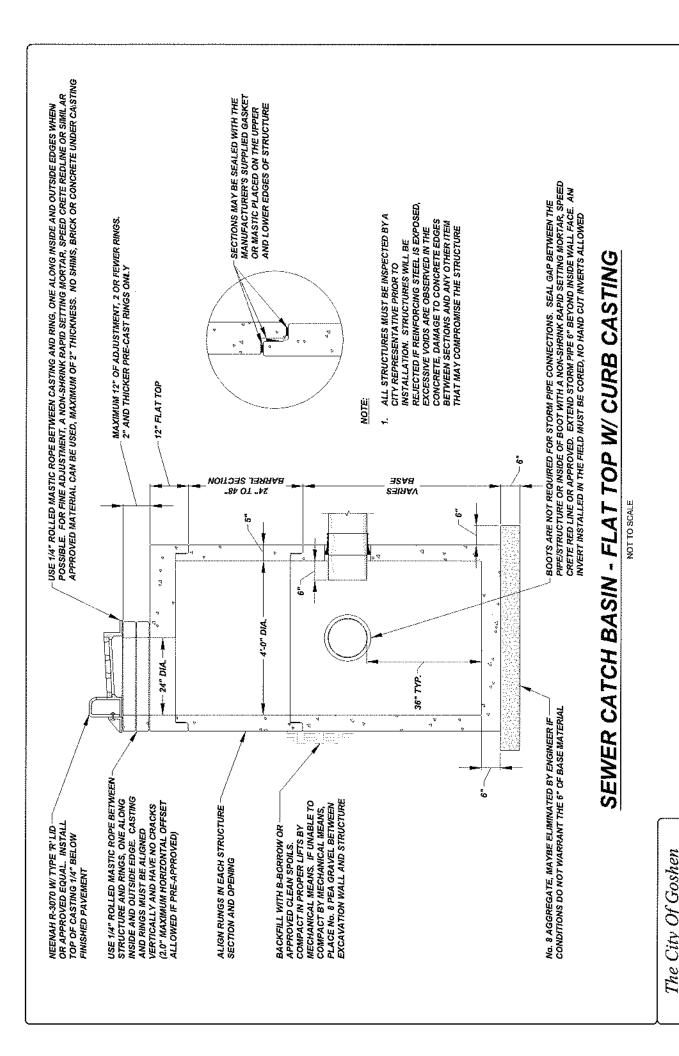
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Office of Engineering

D. Sailor, P.E. Ј. Ноffтап





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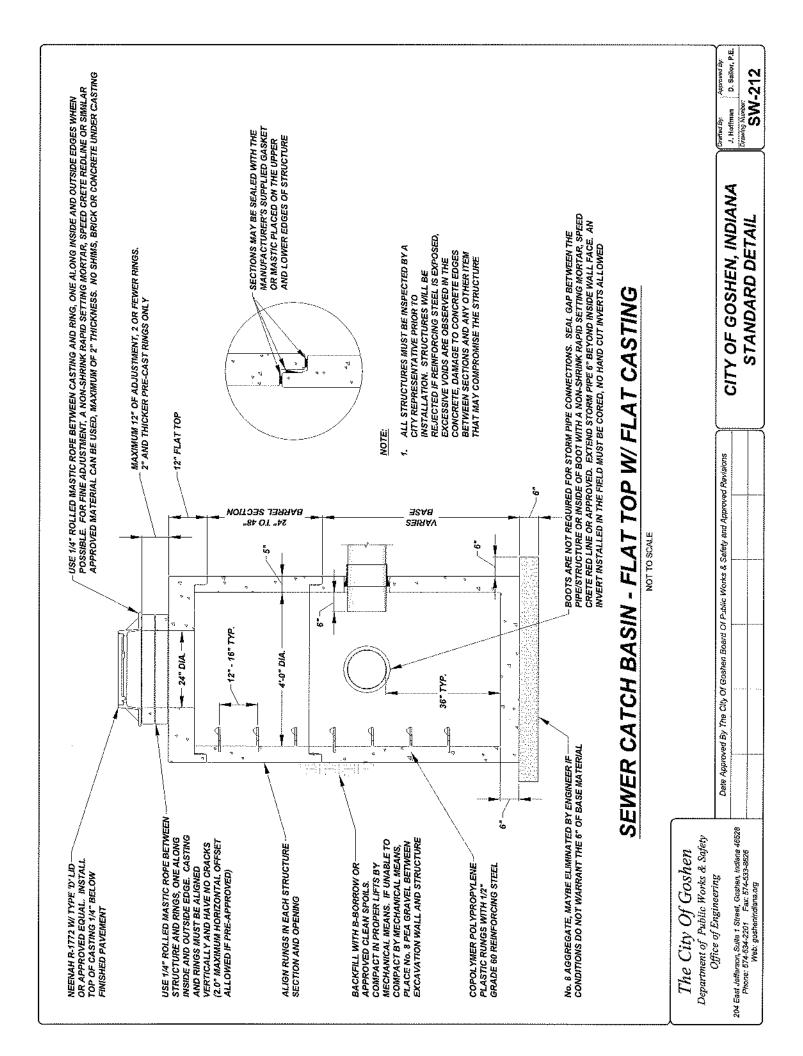
Department of Public Works & Safety

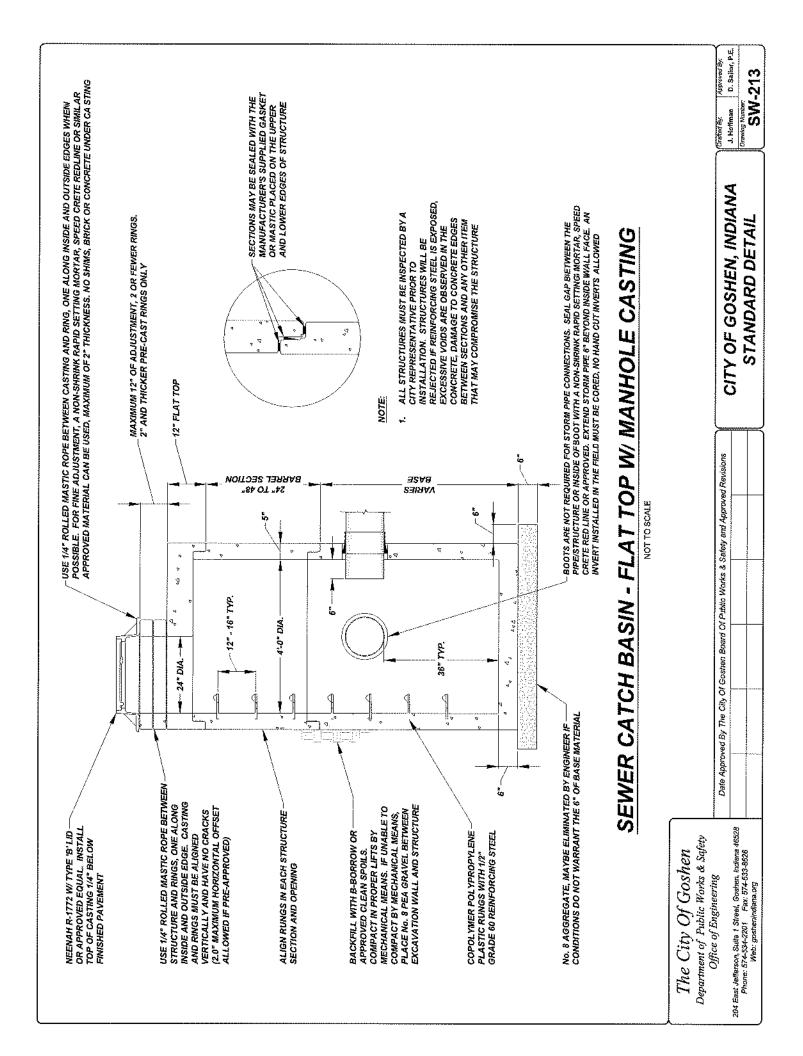
Office of Engineering

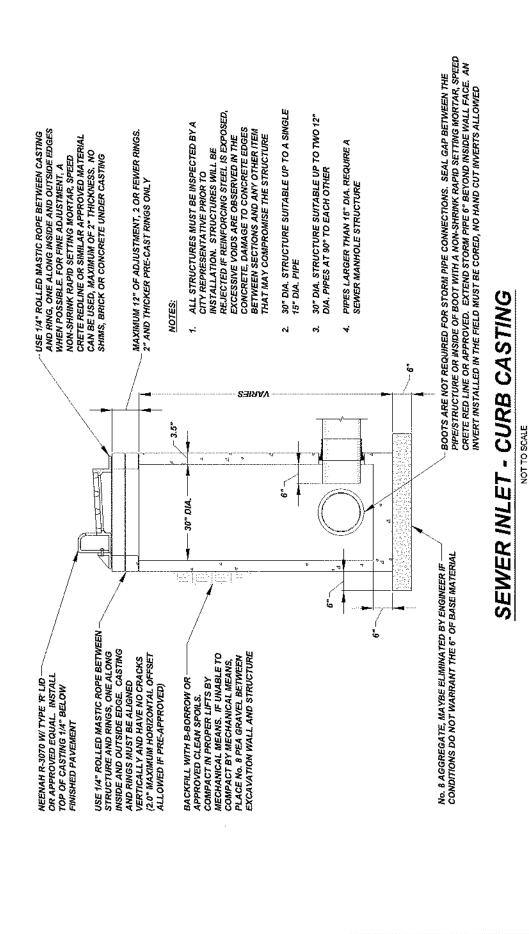
Ј. Ноятап

SW-211

D. Sailor, P.E.







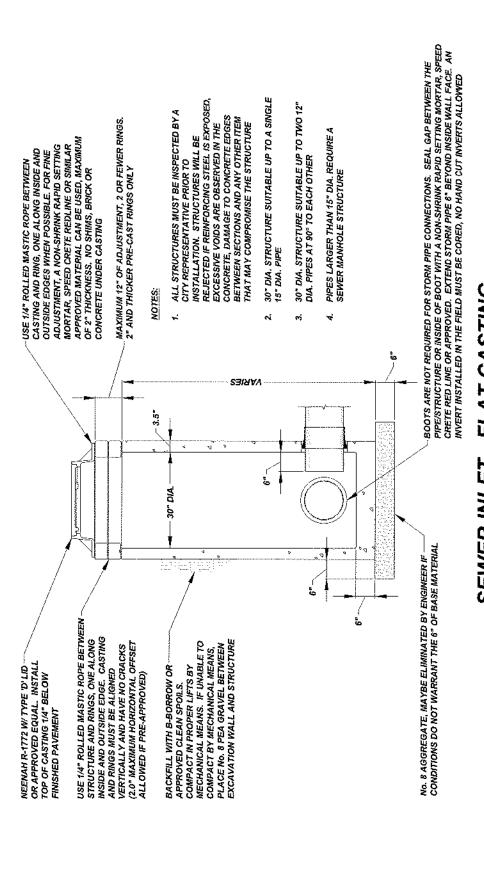
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Department of Public Works & Safety The City Of Goshen

Office of Engineering

D. Sailor, P.E. J. Hoffman



SEWER INLET - FLAT CASTING

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Department of Public Works & Safety The City Of Goshen

Office of Engineering

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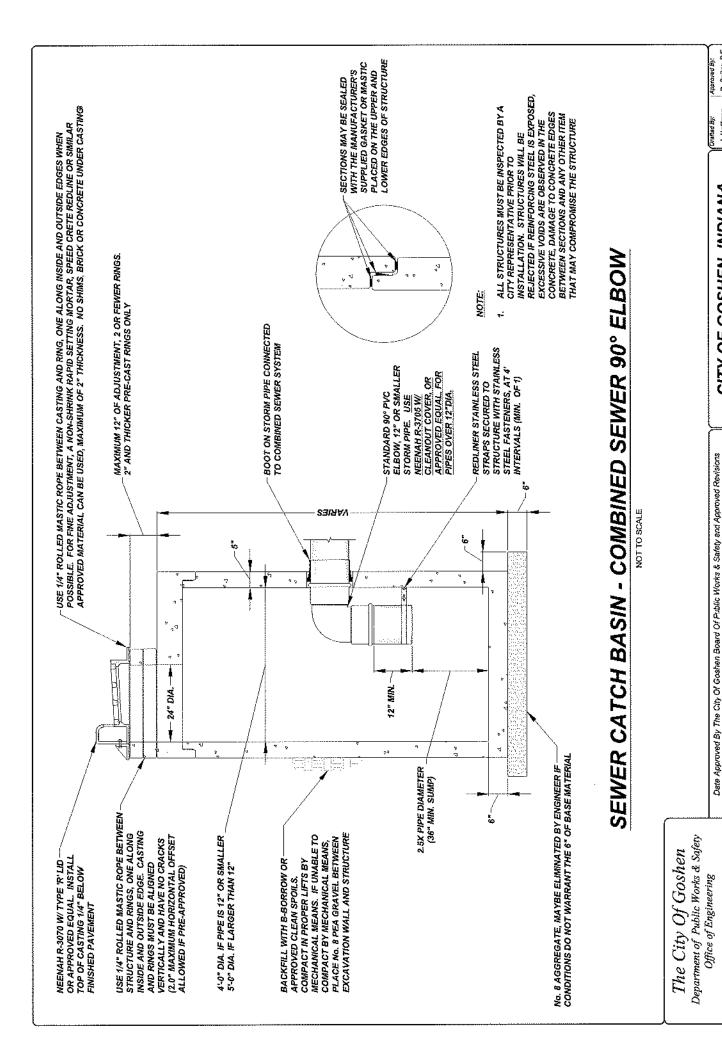
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

SW-215

D. Sallor, P.E.

J. Hoffman

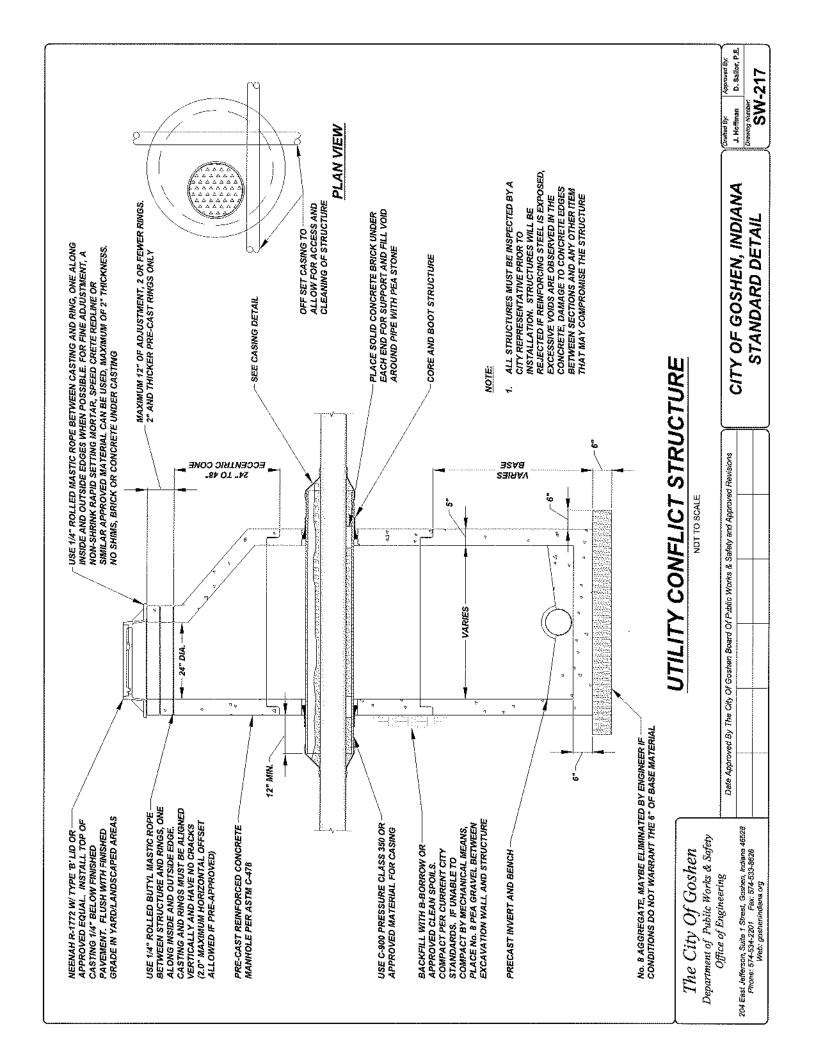


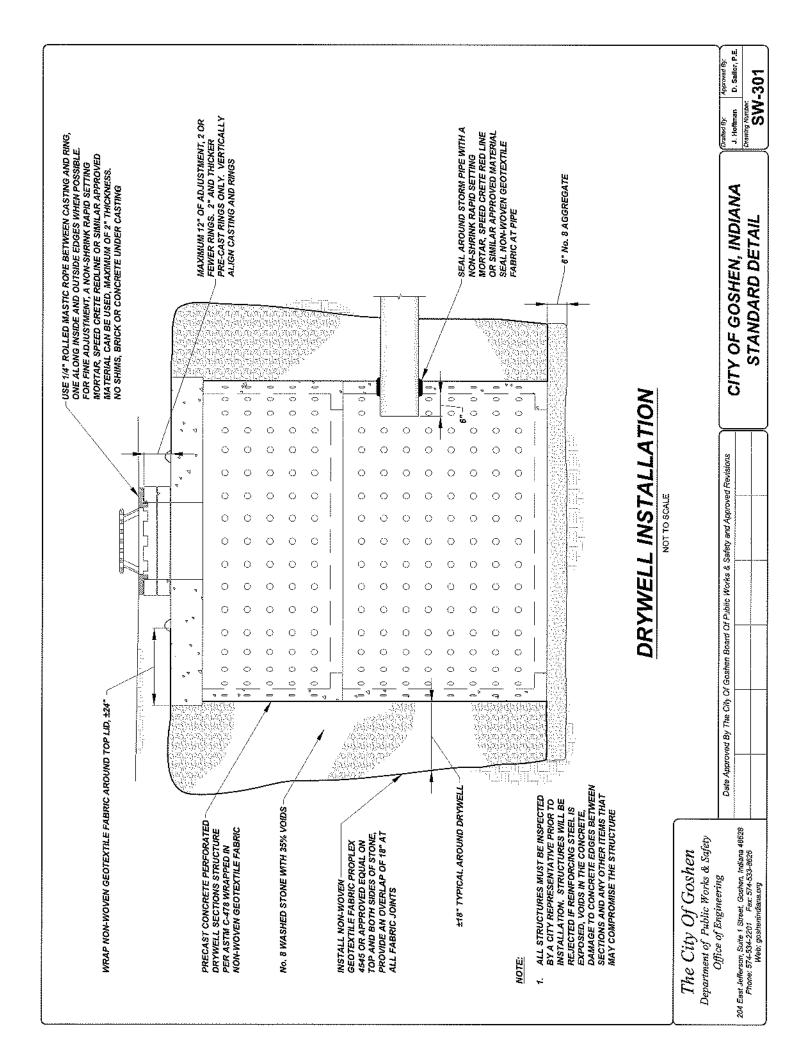
D. Sailor, P.E.

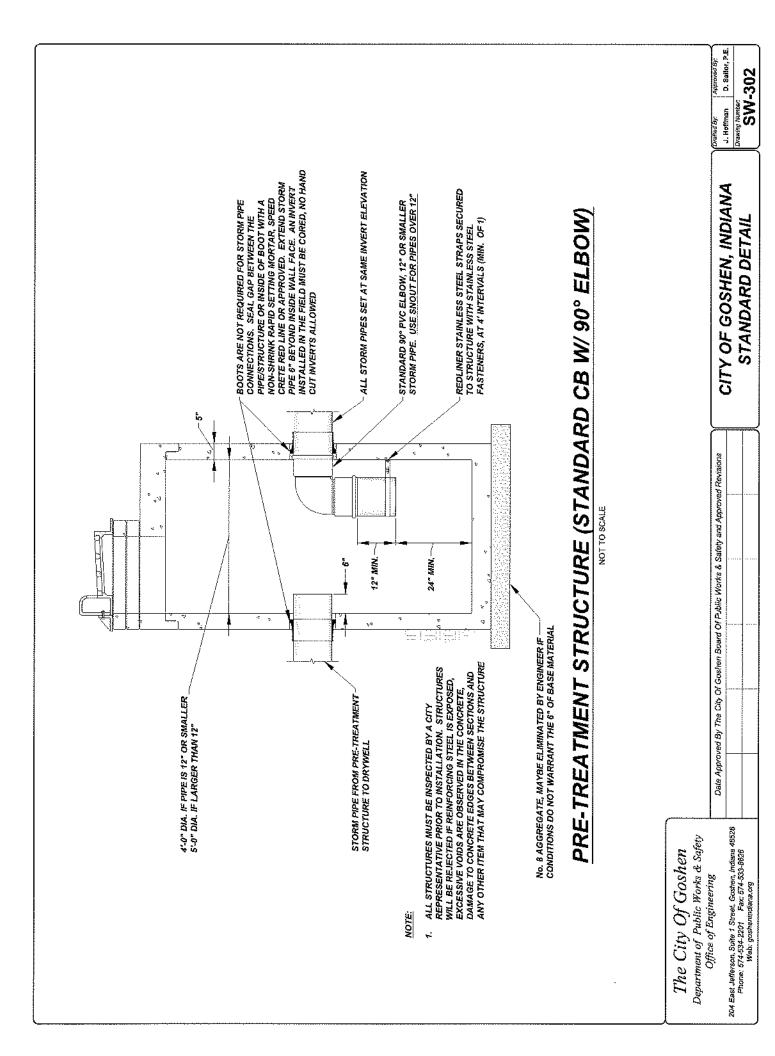
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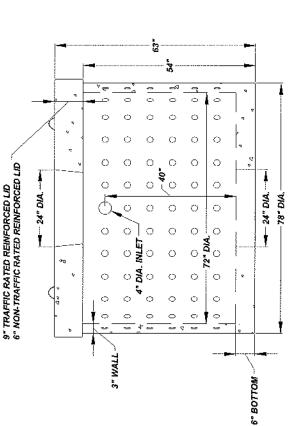
CITY OF GOSHEN, INDIANA STANDARD DETAIL

204 East Jefferson, Suite 1 Street, Goshen, Indiana 46529 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindiana.org



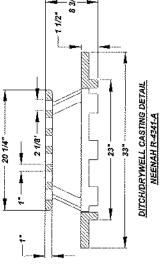




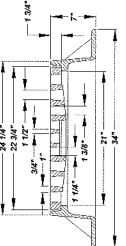


NOTES:

- DRYWELL IS CONCRETE AND REINFORCED WITH #2 REBAR AND 1.5" FIBRILLATED POLYPROPYLENE FIBRE
- WALLS ARE 3" THICK CONCRETE
- LID: 9" REINFORCED WITH #4 REBAR AND 1.5" FIBRILLATED POLYPROPYLENE FIBRE 6" REINFORCED WITH #4 REBAR AND 1.5" FIBRILATED POLYPROPYLENE FIBRE 'n
- BASE IS MONOLITHICALLY POURED INTO BOTTOM OF THE DRYWELL 4
- 4,500 PSI TO 5,000 PSI CONCRETE
- WEIGHTS: LID(9") = 3,500 LBS, RING = 3,400 LBS ¢
- OUTSIDE HARD SURFACE AREAS. INSTALL PER STDRMISANITARY MANHOLE DETAIL WITHIN HARD SURFACE AREAS. USE 1/4" ROLLED MASTIC ROPE BETWEEN CASTING AND ADJUSTING RING OR A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE RED LINE OR SIMILAR APPROVED MATERIAL WITH A MAXIMUM OF 1" THICKNESS. NO SHIMS, BRICK, OR BLOCKING SHALL BE PLACED INSTALL 6" CONCRETE ADJUSTING RING UNDER CASTING TO ALLOW FOR TOPSOIL AND GRASS SEED ۲,



24 1/4 22 3/4"



STORM FLAT ROUND GRATE CASTING DETAIL NEENAH R-1772 W/ TYPE 'D

NOTE

REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE RELIECTED IF RENIFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE. MAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE ALL STRUCTURES MUST BE INSPECTED BY A CITY

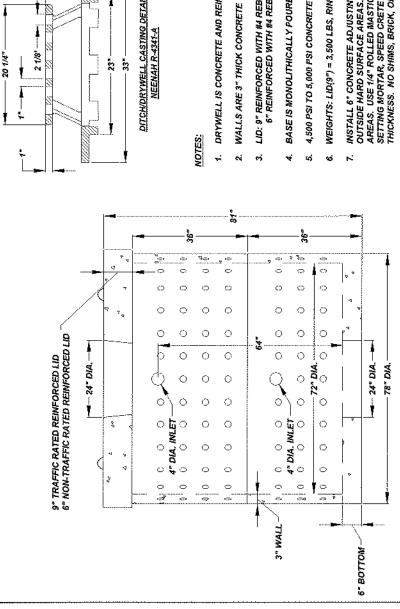
900 GAL. DRYWELL WITH BASE

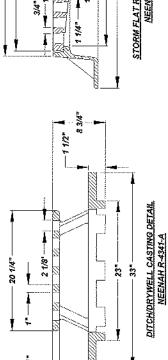
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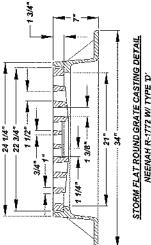
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sallor, P.E. J. Hoffman







NEENAH R-1772 W/ TYPE 'D'

- DRYWELL IS CONCRETE AND REINFORCED WITH #2 REBAR AND 1.5" FIBRILLATED POLYPROPYLENE FIBRE
- WALLS ARE 3" THICK CONCRETE
- LID: 9" REINFORCED WITH #4 REBAR AND 1.5" FIBRILLATED POLYPROPYLENE FIBRE 6" REINFORCED WITH #4 REBAR AND 1.5" FIBRILATED POLYPROPYLENE FIBRE
- BASE IS MONOLITHICALLY POURED INTO BOTTOM OF THE DRYWELL
- WEIGHTS: LID(9") = 3,500 LBS, RING = 1,900 LBS, RING W/ BASE = 3,400 LBS
- OUTSIDE HARD SURFACE AREAS. INSTAIL PER STORMISANITARY MANHOLE DETAIL WITHIN HARD SURFACE AREAS. USE 1/4" ROLLED MASTIC ROPE BETWEEN CASTING AND ADJUSTING RING OR A NON-SHRINK RAPID SETING MORTAR. SPEED CRETE RED LING OR SIMILAR PAPROVED MATERIAL WITH A MAXIMUM OF 1" THICKNESS. NO SHIMS, BRICK, OR BLOCKING SHALL BE PLACED INSTALL 6" CONCRETE ADJUSTING RING UNDER CASTING TO ALLOW FOR TOPSOIL AND GRASS SEED

MOTE

ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE ALL STRUCTURES MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE REJECTED IF REINFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE, DAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND

1,200 GAL. DRYWELL WITH BASE

NOT TO SCALE

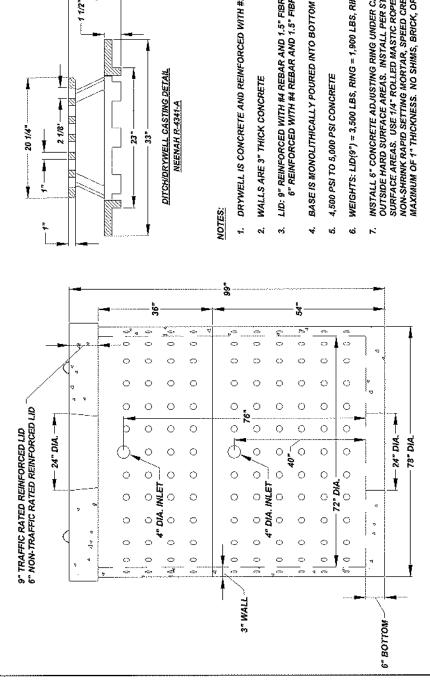
Department of Public Works & Safety The City Of Goshen Office of Engineering 204 East Jofferson, Suite † Street, Goshen, Indiana 46528 Phone: 574-584-220† Fax: 574-533-8626 Web: goshenindlena.org

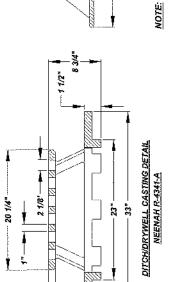
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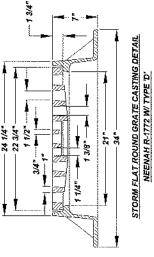
CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. J. Hoffman

Drafted By:







1. INCLUDE STREAM WARNING

- DRYWELL IS CONCRETE AND REINFORCED WITH #2 REBAR AND 1.5" FIBRILLATED POLYPROPYLENE FIBRE
- LID: 9" REINFORCED WITH #4 REBAR AND 1.5" FIBRILLATED POLYPROPYLENE FIBRE 6" REINFORCED WITH #4 REBAR AND 1.5" FIBRILATED POLYPROPYLENE FIBRE
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- OUTSIDE HARD SURFACE AREAS. INSTALL PER STORM/SANITARY MANHOLE DETAL WITHIN HARD SURFACE, BAREAS. USE 1/4" FOLLED MASTIC ROPE BETWEEN CASTING AND ADJUSTING RING OR A NON-SHRINK RAPID SETTING WORTAR, SPEED CHETE RED. LINE OR SIMILAR APPROVED MATERIAL WITH A MAXIMUM OF 1" THICKNESS. NO SHIMS, BRICK, OR BLOCKING SHALL BE PLACED INSTALL 6" CONCRETE ADJUSTING RING UNDER CASTING TO ALLOW FOR TOPSOIL, AND GRASS SEED

NOTE:

1,500 GAL. DRYWELL WITH BASE

NOT TO SCALE

ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE ALL STRUCTURES MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE REJECTED IF REINFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE, DAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND

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Office of Engineering

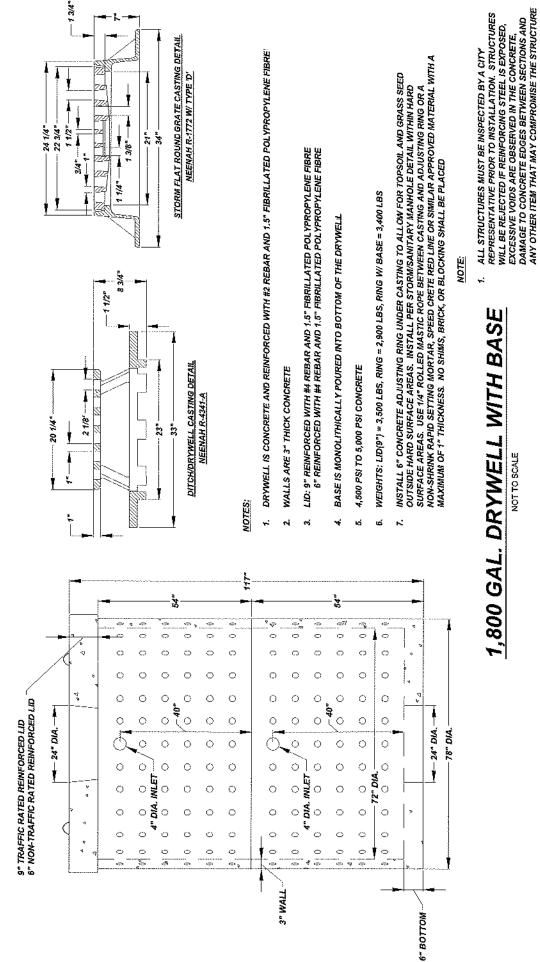
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TY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sallor, P.E. J. Hoffman

Drafted By:



1,800 GAL. DRYWELL WITH BASE

CITY OF GOSHEN, INDIANA

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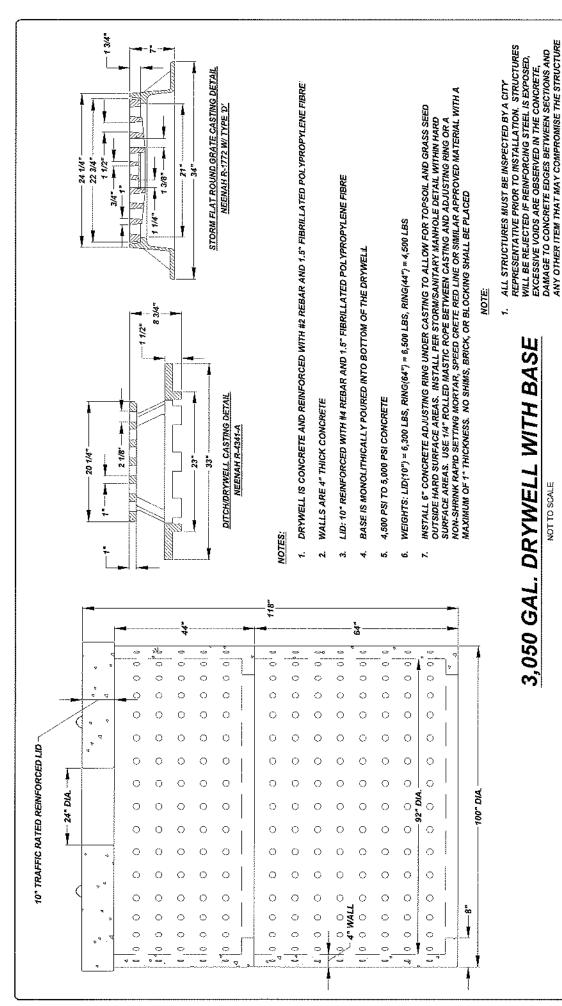
The City Of Goshen

SW-306

D. Sailor, P.E. J. Moffman

Арргоуед Ву:

Draffed By:



3,050 GAL. DRYWELL WITH BASE

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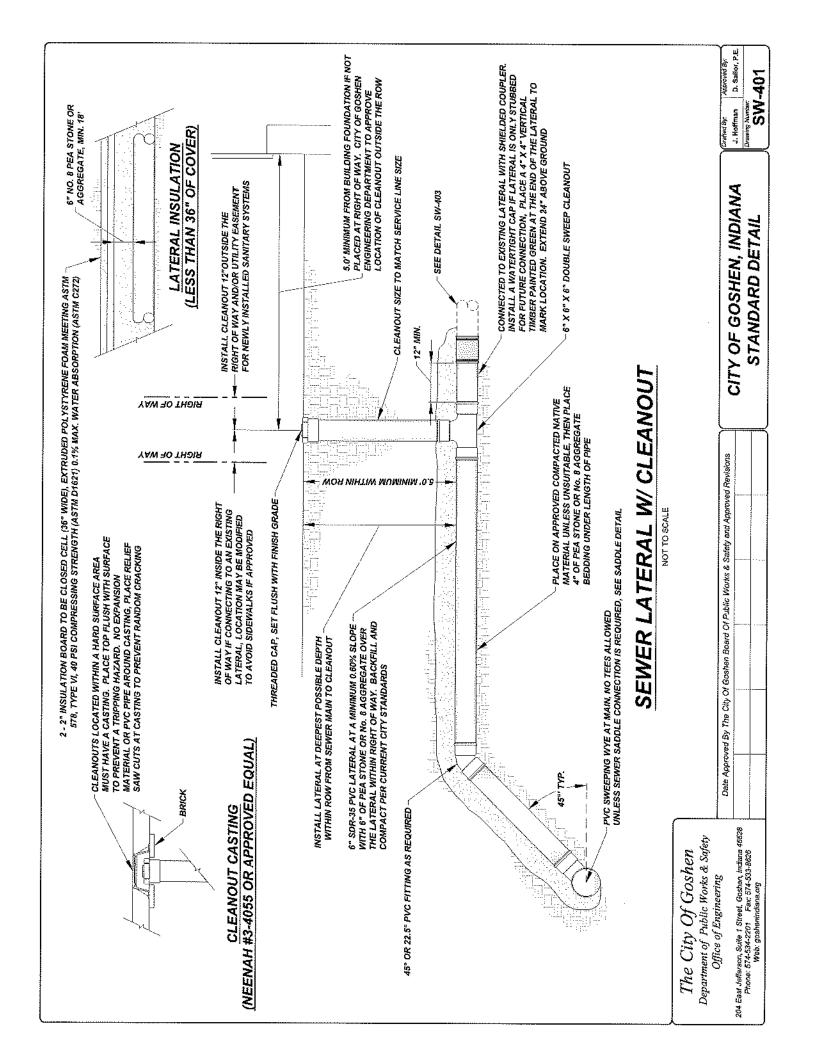
Department of Public Works & Safety

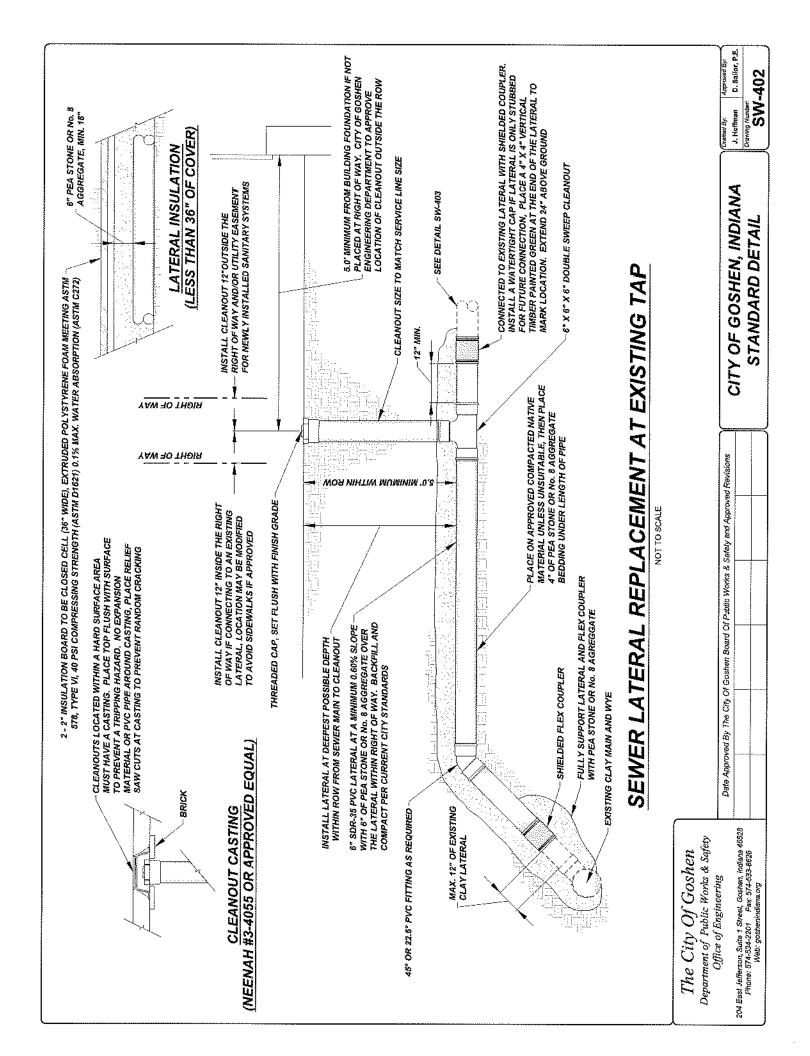
Office of Engineering

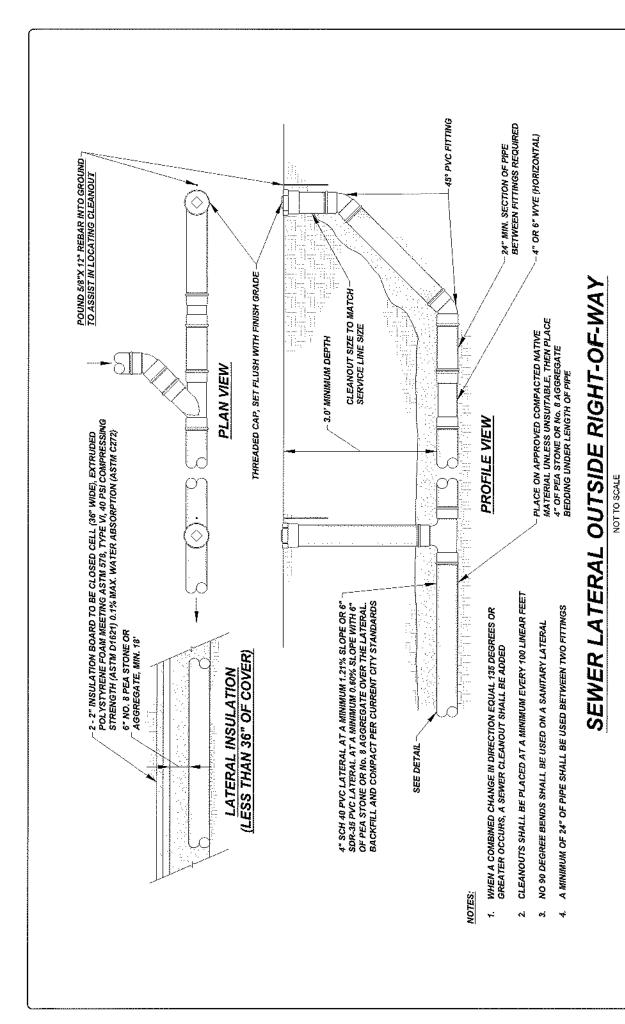
The City Of Goshen

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D. Sailor, P.E. J. Hoffman







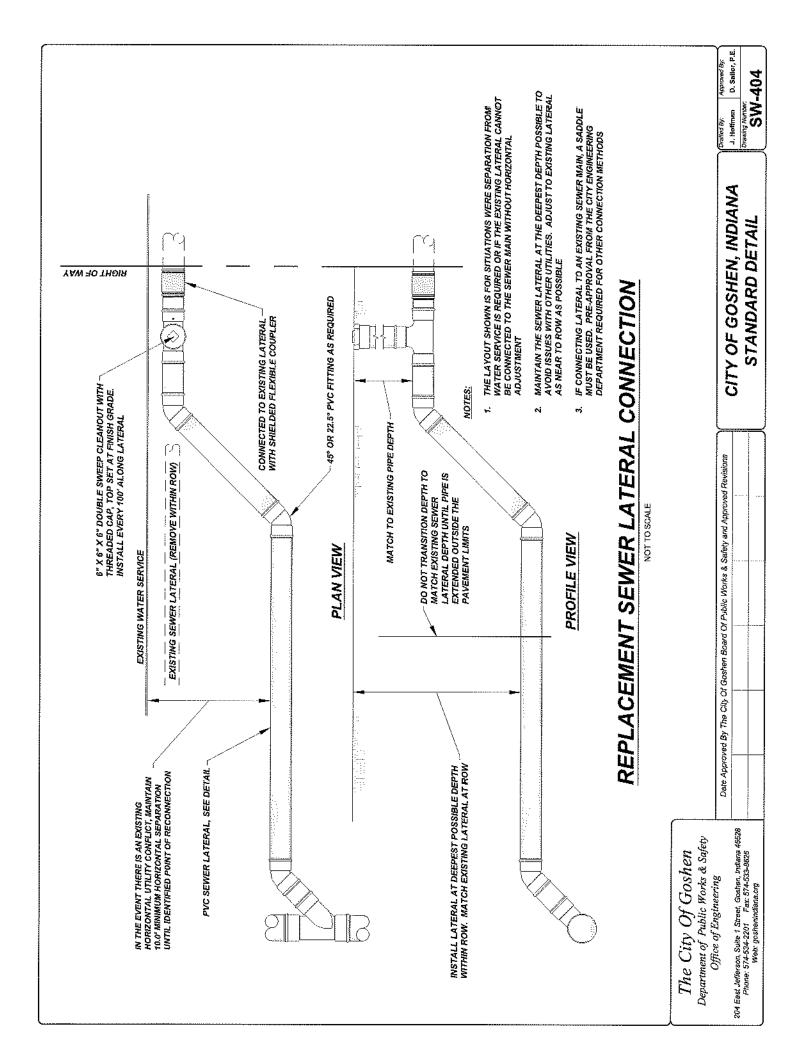
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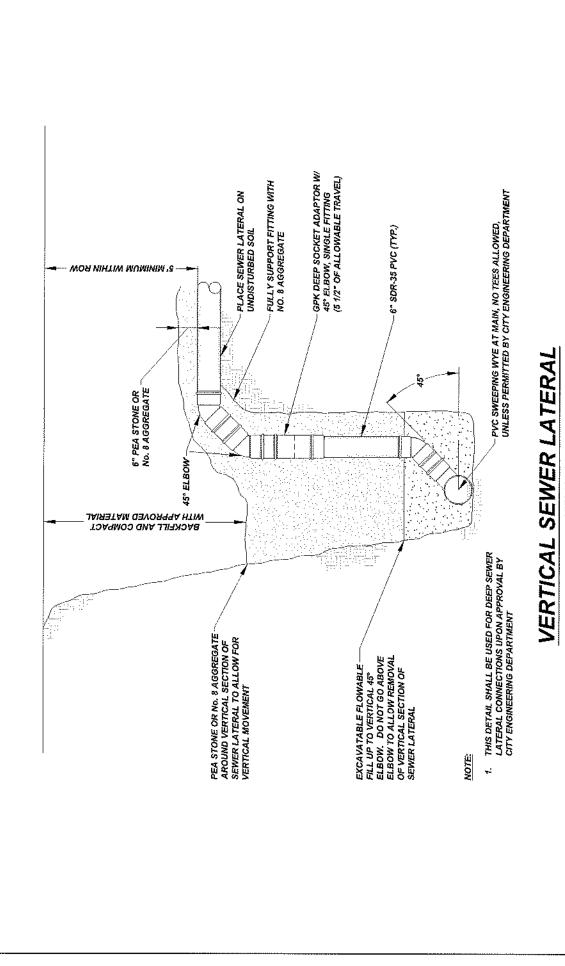
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HEN, INDIANA DETAIL

D. Sailor, P.E. SW-403 J. Hoffman





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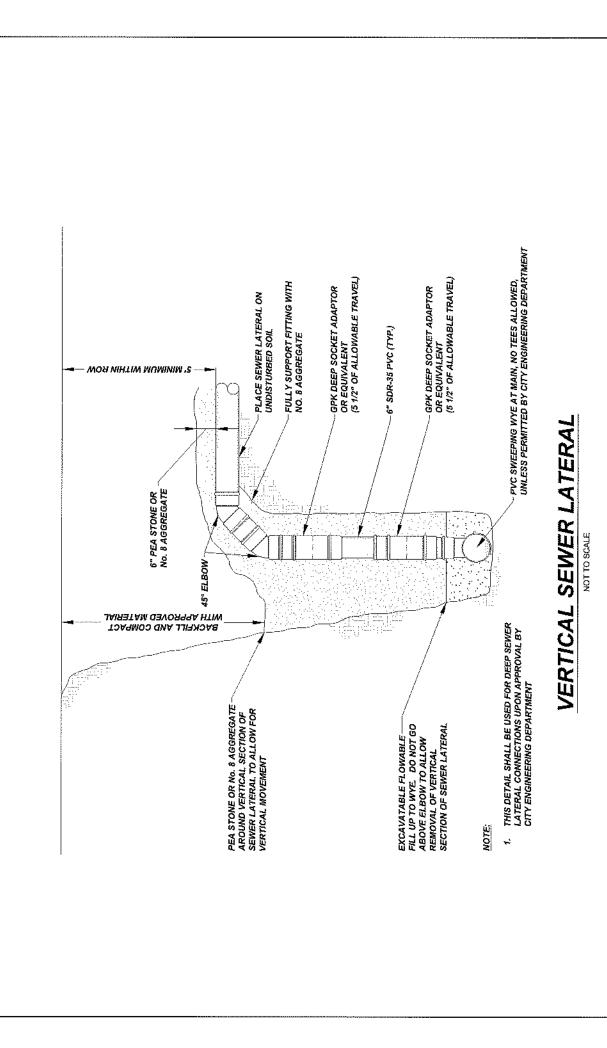
Department of Public Works & Safety The City Of Goshen

Office of Engineering

SW-405

J. Hoffman

D. Sailor, P.E.



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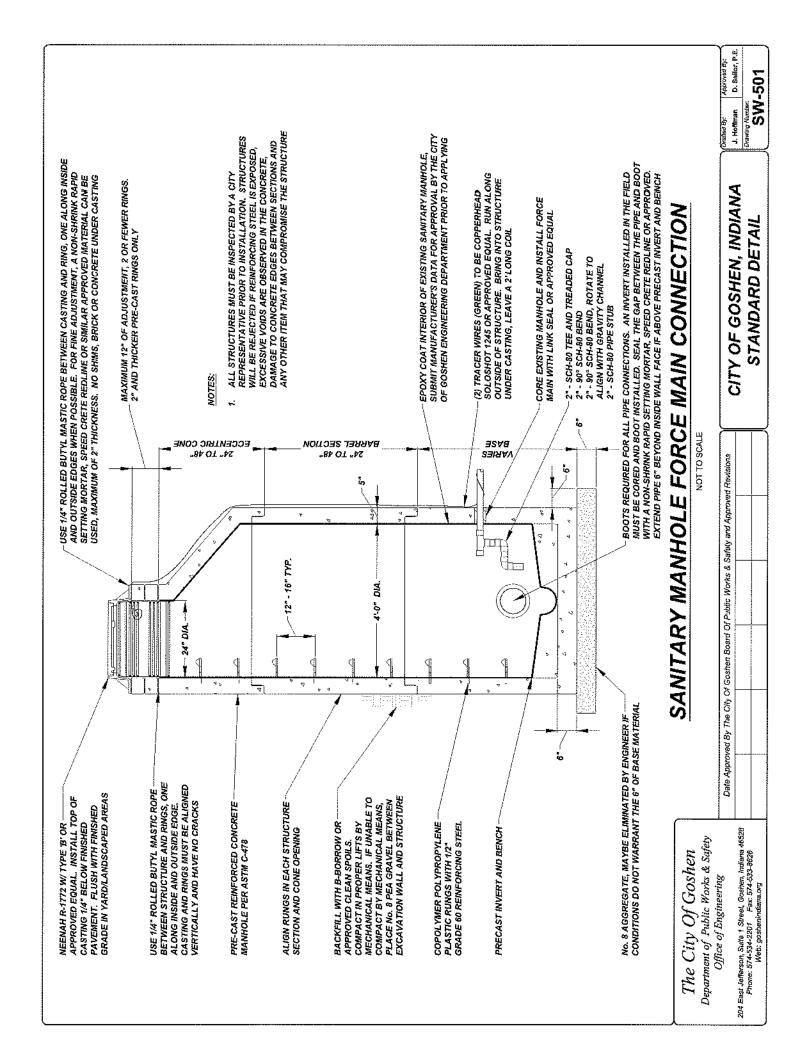
Department of Public Works & Safety

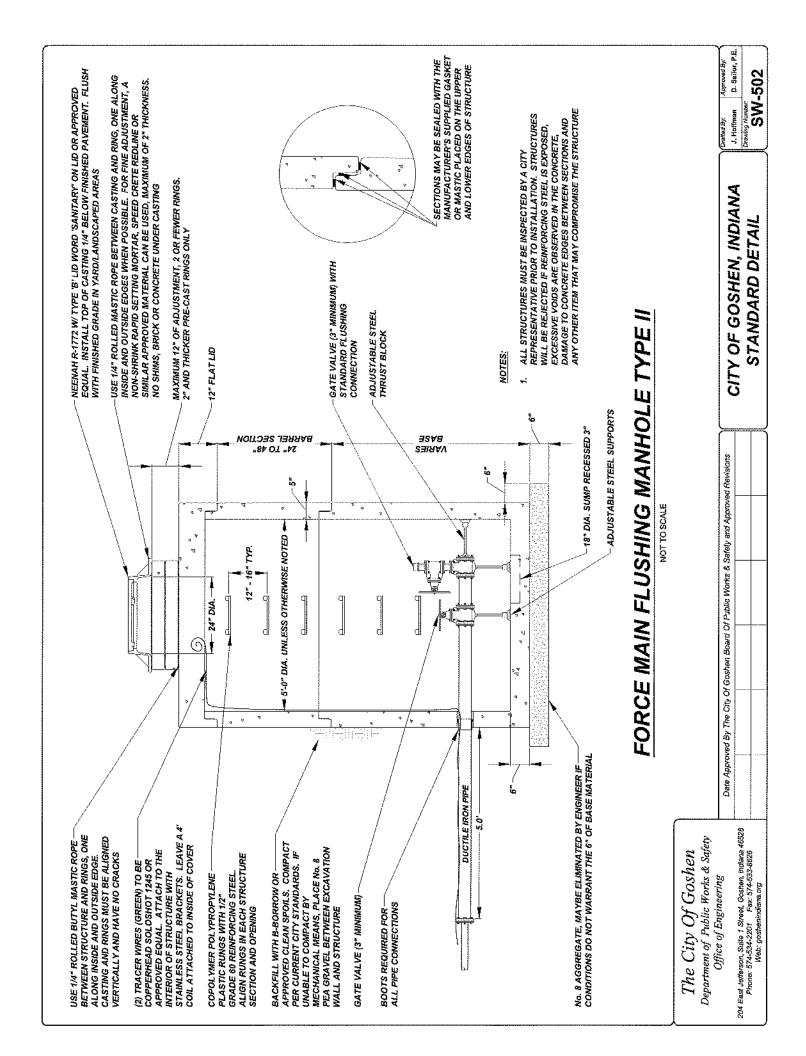
Office of Engineering

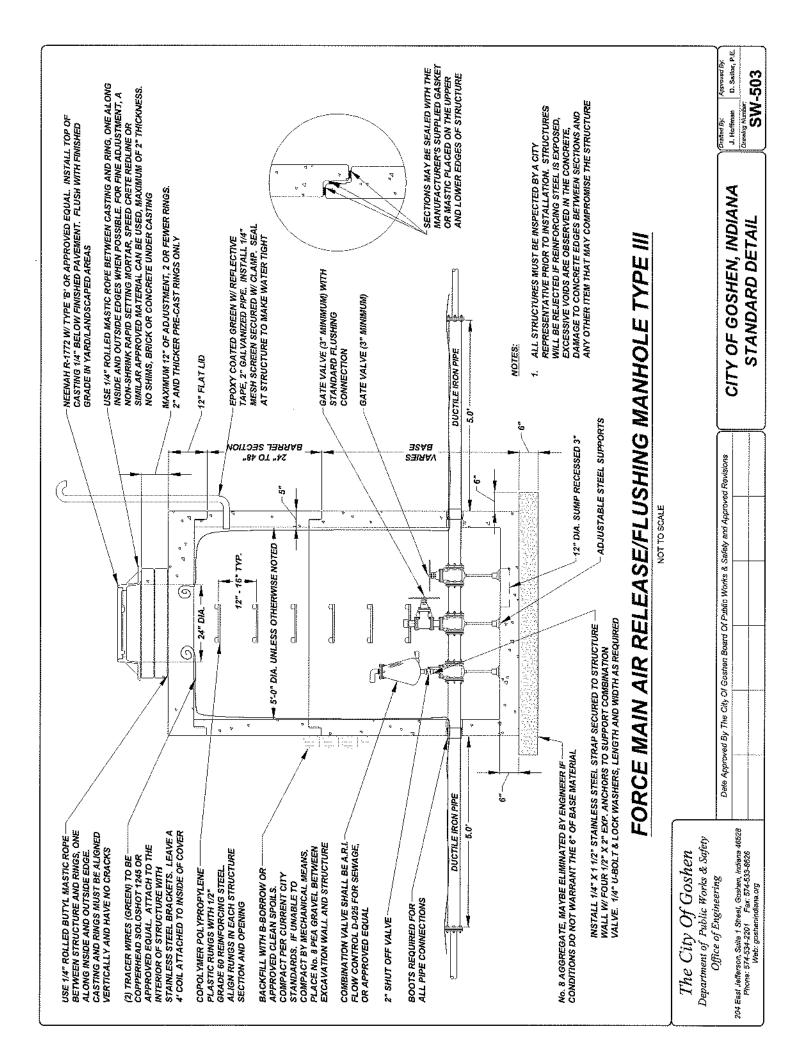
The City Of Goshen

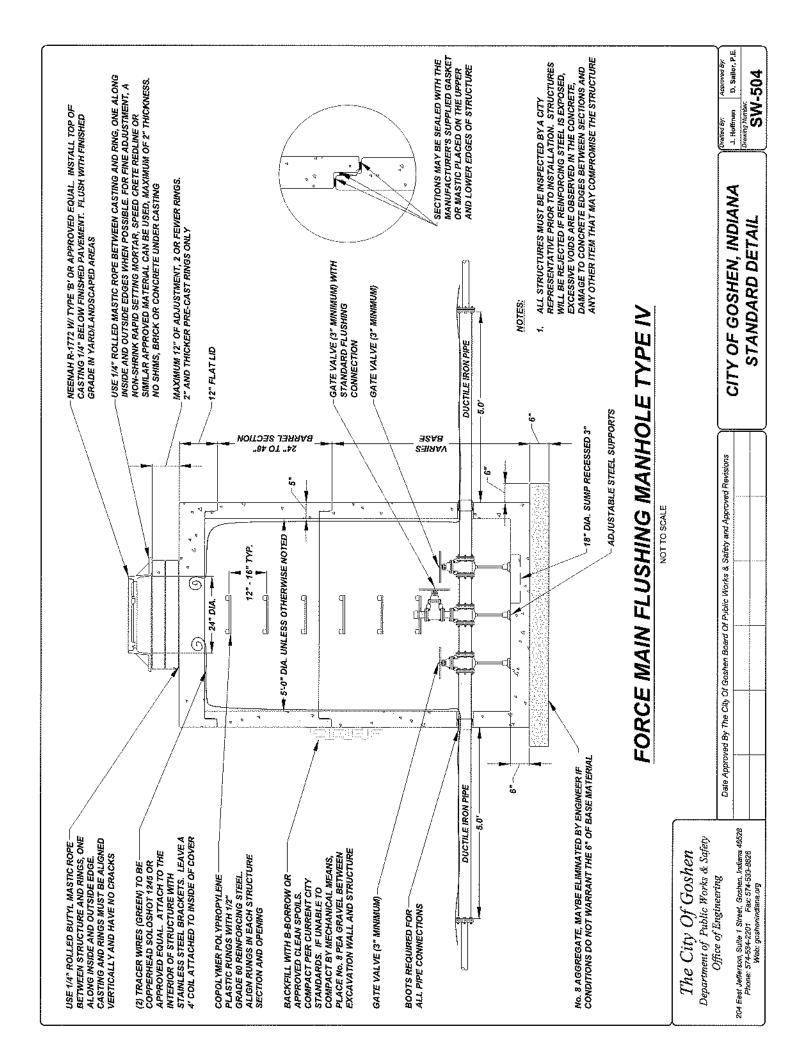
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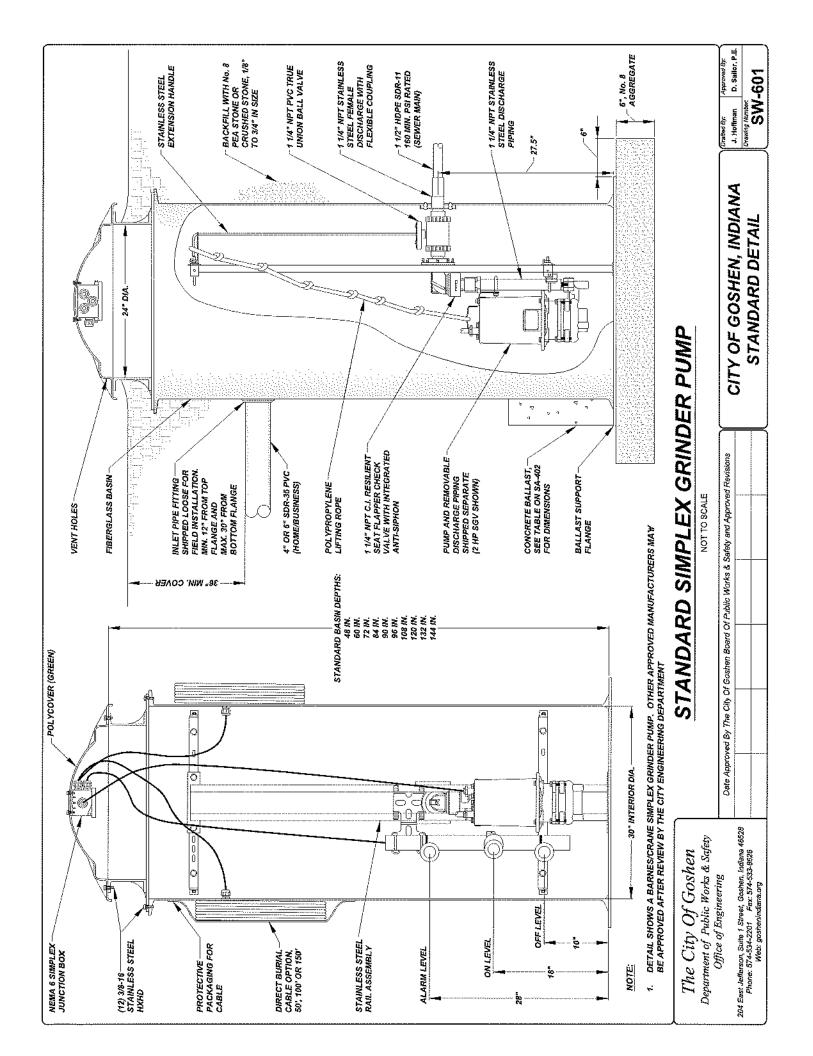
D. Sallor, P.E. Ј. Ноппап

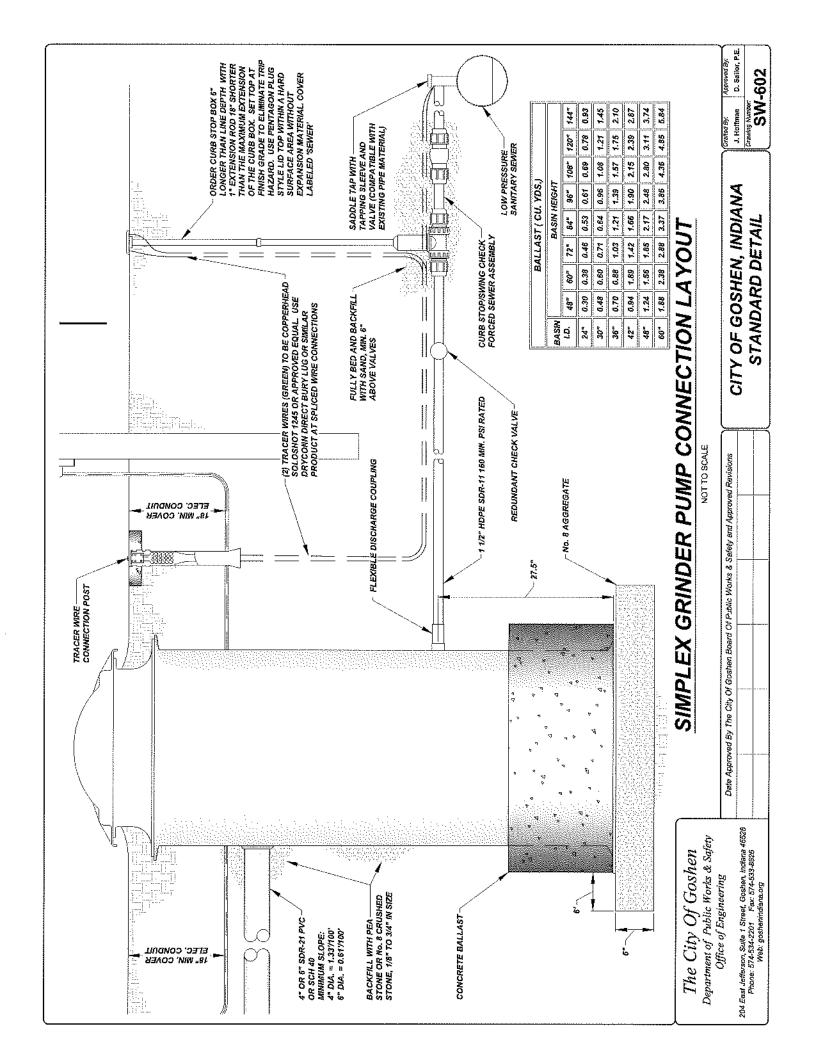


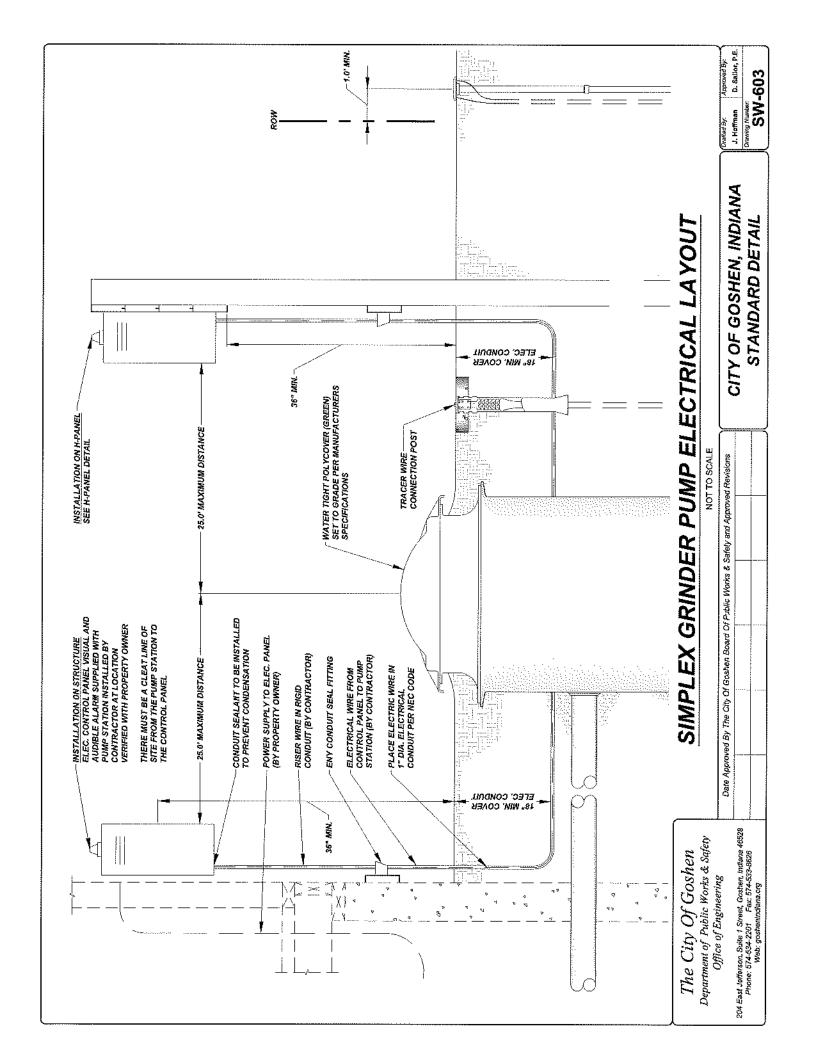


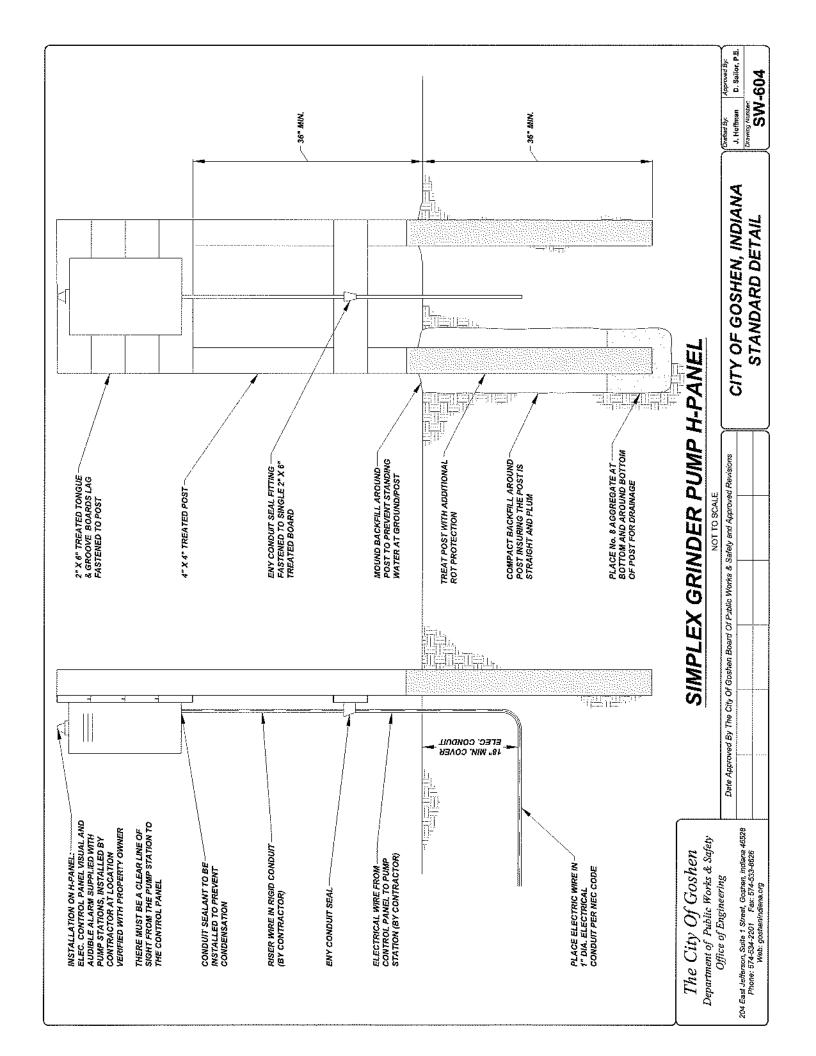


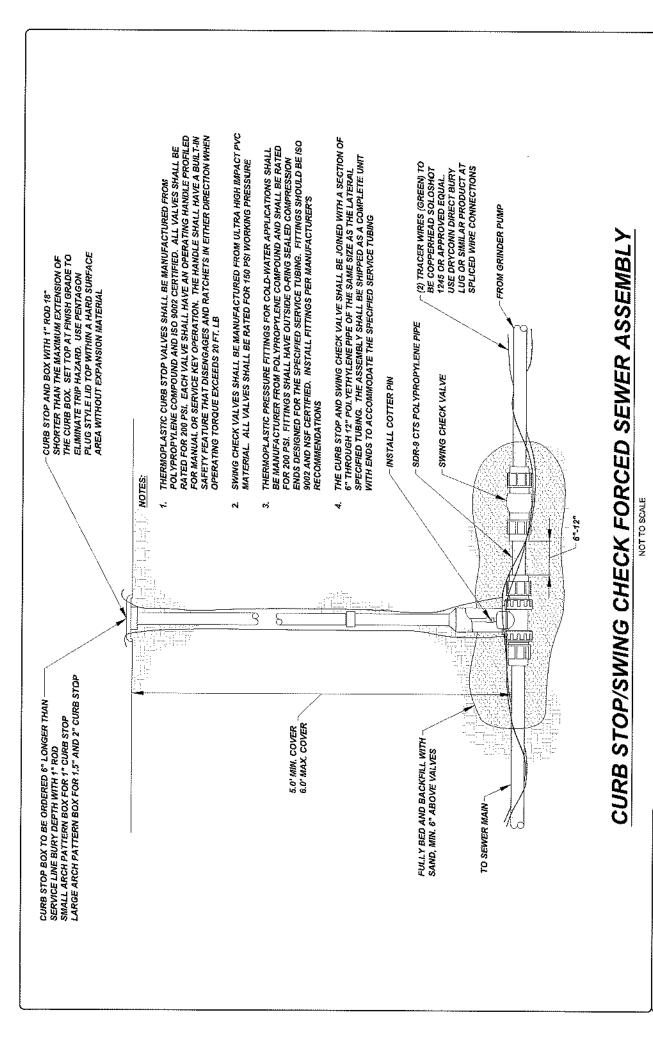












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Department of Public Works & Safety The City Of Goshen

Office of Engineering

Ј. Ноптиви

SW-605

D. Sallor, P.E.

CITY OF GOSHEN STANDARD ROAD DETAILS

	SECTION 100 GENERAL ROAD DETAILS
RD-101	CONCRETE CURB REPAIR/REPLACEMENT
RD-102	MONOLITHIC SIDEWALK OR PATH WITH CONCRETE CURB
RD-103	SIDEWALK OR PATH ADJACENT TO CONCRETE CURB
RD-104	TEMPORARY RESIDENTIAL CUL-DE-SAC
	SECTION 200 ASPHALT PAVEMENT PATCH DETAILS
RD-201	LARGE ASPHALT PAVEMENT PATCH
RD-202	SMALL ASPHALT PAVEMENT PATCH
RD-203	UTILITY POTHOLE ASPHALT PAVEMENT PATCH
	SECTION 300 ROADWAY GEOMETRY DETAILS
RD-301	COMMERCIAL/INDUSTRIAL DRIVE DIAGRAM
RD-302	RESIDENTAL DRIVE DIAGRAM
RD-303	COMMERCIAL/INDUSTRIAL CUL-DE-SAC LAYOUT
RD-304	INDUSTRIAL CUL-DE-SAC WITH QUINT
RD-305	INDUSTRIAL CUL-DE-SAC WITH LADDER 1
RD-306	RESIDENTAL CUL-DE-SAC LAYOUT
RD-307	RESIDENTIAL CUL-DE-SAC WITH QUINT
RD-308	RESIDENTIAL CUL-DE-SAC WITH LADDER 1
	SECTION 400 DRIVEWAY, SIDEWALK AND CONCRETE CURB DETAILS
RD-401	COMMERCIAL/INDUSTRIAL DRIVEWAY LAYOUT
RD-402	RESIDENTIAL DRIVEWAY LAYOUT
RD-403	DRIVEWAY APPROACH PROFILE
RD-404	RESIDENTIAL DRIVEWAY APPROACH
RD-405	SIDEWALK WITH TREE LAWN
RD-406	SIDEWALK ADJACENT TO CONCRETE CURB
RD-407	CONCRETE CURB & GUTTER AT DRIVEWAY APPROACH
RD-408	STANDARD CONCRETE CURB

JOINT BETWEEN CURB SECTIONS. REMOVAL OF THE EXISTING CURB. THE SECTION IS ACCEPTABLE AS WELL IN PLACE OF REBAR EXPANSION/CONTRACTION JOINT, TOGETHER, PIN. IF THE EXISTING CURB IS OVER 5" OR GREATER IN LENGTH, PLACE EXPANSION ACCEPTABLE IN LIEU OF REBAR CONNECTION AND RE-POURING EXISTING CURB IS LESS THAN 5" IN LENGTH FROM THE NEAREST IF THE REMAINING SECTION OF THEN PLACE (2) #5 REBAR TO JOIN THE CURB SECTIONS TO THE NEAREST JOINT IS

- EXISTING PAVEMENT 12" MIN.

CONCRETE SURFACE SHALL BE RAKED OR SCORED FOR BONDING THE HMA SURFACE TO CONCRETE. IF THE WORK IS PERFORMED DURING COLD TEMPERATURES AND NO HMA SURFACE IS AVAILABLE, EAVE THE CONCRETE 2" BELOW EXISTING ASPHALT PAVEMENT, USE COLD MIX. THE COLD MIX WILL NEED TO BE REMOVED AND REPLACED WITH HMA SURFACE ONCE HMA IS AVAILABLE

JOINT (QUICK JOINT OR SIMILAR APPROVED PRODUCT) PLACE CRACK SEALER OR CRACK REPAIR TAPE ON

SEE DETAIL ABOVE

12" MM.

SAW CUT EXISTING PAVEMENT TO PROVIDE A SMOOTH CUTTING FURTHER BACK TO REMOVE OR MILLING THE VERTICAL FACE. DAMAGE TO THE EXISTING ASPHALT SURFACE EDGE WILL NEED TO BE REPAIRED BY SAW EXISTING PAVEMENT

FILL AREA BETWEEN CURB AND EXISTING PAVEMENT WITH CLASS 'A' CONCRETE

COMPACTED No. 53 CRUSHED/RECYCLED

CONCRETE BASE IS REQUIRED IF THE MATERIAL IS NOT FIRM,

IF THE EXISTING SUBBASE/SUBGRADE IS FIRM, NO OTHER MATERIAL IS REQUIRED

EXISTING SURFACE 2" AND PLACE NEW HMA SURFACE

NOTES:

- CLASS 'A' CONCRETE, 4,000 PSI
- STRAIGHT CURB SECTION EVERY 40' ROADWAY CURVE BEGINNING POINT, MID POINT, END POINT EXPANSION JOINT LOCATIONS:

INTERSECTION RADIUS - BEGINNING POINT, MID POINT, END POINT WITHOUT ADA RAMP OR SIDEWALK. AND EVERY 40' ALONG CURVE

EACH SIDE OF RAMP

EXPANSION MATERIAL MUST BE FULL DEPTH AND WIDTH OF CURB CURB CASTING - 4' FROM EACH SIDE OF THE CASTING SECTION OR WILL REQUIRE REPLACED

CONTRACTION JOINT LOCATIONS:

SAW CUT CONTRACTION JOINTS WITHIN 24 HOURS OF PLACEMENT REQUIRED EVERY 10' AT 1/3 THE DEPTH, D/3, ALONG STRAIGHT CURB SECTIONS, ROADWAY CURVES AND INTERSECTION RADII

NO TOOLING OF CONTRACTIONS JOINTS IS ALLOWED

- SIDEWALKS, TO ALLOW A CLEAN VERTICAL FACE FOR EXPANSION REMOVE ALL EXCESS MATERIAL, ALONG THE FACE OF THE CURB PRIOR TO MATERIAL SETTING TO ALLOW A CLEAN VERTICAL FACE TO PAVE OR POUR AGAINST. REMOVE EXCESS MATERIAL ALONG BACKSIDE OF CURB, AT DRIVE APPROACHES AND MATERIAL BETWEEN CONCRETE POURS 4
- THE CONCRETE IS PLACED. IF THE TEMPERATURES WILL CAUSE FROST IN THE GROUND, BLANKETS NEED TO BE PLACED OVER THE SUB-BASEISUB-GRADE TO PREVENT FREEZING PRIOR TO THE SUB-BASE/SUB-GRADE CAN NOT BE FROZEN OR WET WHEN PLACING THE CONCRETE ď
- APPLY A DOUBLE COAT OF SEALER FROM SEPT. 1 THROUGH APPLY WHITE PIGMENT SEALER BROOM FINISH THE CONCRETE 4

MARCH 31 TO PROTECT AGAINST WINTER SALT

RESTORE YARD AREAS WITH 4" OF CLEAN TOPSOIL, INDOT TYPE 'U" WITHOUT CLOVER, COVER WITH EROSION CONTROL BLANKET. THE CONTRACTOR IS RESPONSIBLE TO ACHIEVE 70% EVEN COVERAGE ιĠ

NOTE

ASPHALT PAVEMENT THEN POUR THE NEW CURB AGAINST PREFERRED METHOD - REMOVE EXISTING CURB WITHOUT DAMAGING THE THE EXISTING ASPHALT PAVEMENT

ALTERNATE METHOD - IF EXISTING PAVEMENT IS DAMAGED, REPLACEMENT SHALL BE AS DETAILED

CONCRETE CURB REPAIR/REPLACEMENT

NOT TO SCALE

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Office of Engineering

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CITY OF GOSHEN, INDIANA STANDARD DETAIL

RD-101

D. Sailor, P.E.

J. Hoffman

- CLASS 'A' CONCRETE, 4,000 PSI

STRAIGHT CURB SECTION - EVERY 40' ROADWAY CURVE - BEGINNING POINT, MID POINT, END POINT AND EVERY 40' ALONG CURVE INTERSECTION RADIUS - BEGINNING POINT, MID POINT, END POINT WITHOUT ADA RAMP OR SIDEWALK. EACH SIDE OF RAMP

CURB CASTING - 4' FROM EACH SIDE OF THE CASTING EXPANSION MATERIAL MUST BE FULL DEPTH AND WIDTH OF CURB SECTION OR WILL REQUIRE REPLACED

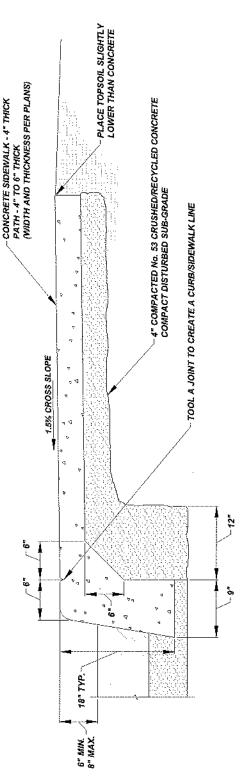
CONTRACTION JOINT LOCATIONS: 'n

REQUIRED EVERY 10' AT 1/3 THE DEPTH, D/3, ALONG STRAIGHT CURB SECTIONS, ROADWAY CURVES AND INTERSECTION RADII SAW CUT CONTRACTION JOINTS WITHIN 24 HOURS OF PLACEMENT NO TOOLING OF CONTRACTIONS JOINTS IS ALLOWED

- REMOVE ALL EXCESS MATERIAL ALONG THE FACE OF THE CURB PRIOR TO MATERIAL SETTING TO ALLOW A CLEAN VERTICAL FACE TO PAVE OR POUR AGAINST. REMOVE EXCESS MATERIAL ALONG BACKSIDE OF CURB, AT DRIVE APPROACHES AND SIDEWALKS, TO ALLOW A CLEAN VERTICAL FACE FOR EXPANSION MATERIAL BETWEEN CONCRETE POURS 4
- THE SUB-BASE/SUB-GRADE CAN NOT BE FROZEN OR WET WHEN THE CONCRETE IS PLACED. IF THE TEMPERATURES WILL CAUSE FROST IN THE GROUND, BLANKETS NEED TO BE PLACING THE CONCRETE ø
- 4
- BROOM FINISH THE CONCRETE APPLY WHITE PIGMENT SEALER

APPLY A DOUBLE COAT OF SEALER FROM SEPT. 1 THROUGH MARCH 31 TO PROTECT AGAINST WINTER SALT

RESTORE YARD AREAS WITH 4" OF CLEAN TOPSOIL, INDOT TYPE "U" WITHOUT CLOVER, COVER WITH EROSION CONTROL BLANKET. THE CONTRACTOR IS RESPONSIBLE TO ACHIEVE 70% EVEN COVERAGE ιή



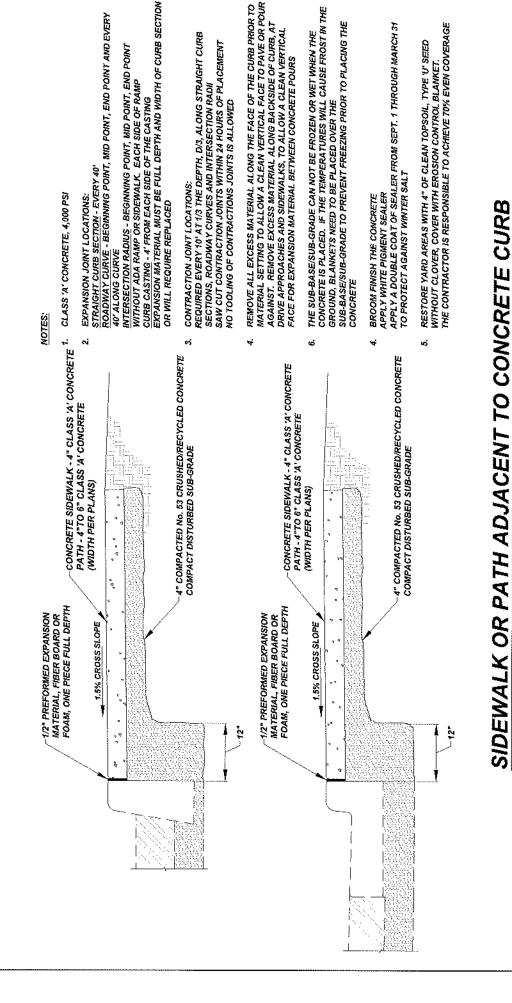
MONOLITHIC SIDEWALK OR PATH WITH CURB

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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Saitor, P.E. **RD-102** J. Ноffman



NOT TO SCALE

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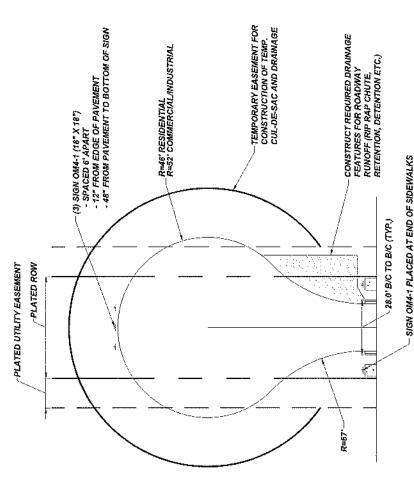
Department of Public Works & Safety The City Of Goshen

Office of Engineering

D. Sailor, P.E, J. Hoffman

Drafted By:

RD-103



NOTES:

TEMPORARY CUL-DE-SAC SECTION: 1.5" HMA SURFACE OVER

3.0 HMA BASE OVER 4.0" No. 53 RECYCLED/CRUSHED CONCRETE

- ALL ROADWAY RUNOFF REACHING THE TEMPORARY CUL-DE-SAC MUST BE ACCOUNTED FOR WITH PROPER DRAINAGE FEATURES CONSTRUCTED TO CONTAIN THE RUNOFF. NO IMPACT TO SURROUNDING PROPERTIES WILL NOT BE ALLOWED d
- PLACE SIGN OM4-1 AT THE END OF SIDEWALKS AND PATHS TERMINATING AT THE TEMPORARY CUL-DE-SAC ٣ŝ
- PLACE SIGN OM4-1 AT THE END OF THE TEMPORARY CUL-DE-SAC AS SHOWN IN THE DETAIL
- THE DEVELOPER WILL BE REQUIRED TO MAINTAIN ALL ITEMS WITHIN THE TEMPORARY CUL-DE-SAC, INCLUDING PAVEMENT, DRAINAGE, VEGETATION, SIGNS AND SNOW REMOVAL

TEMPORARY RESIDENTIAL CUL-DE-SAC

NOT TO SCALE

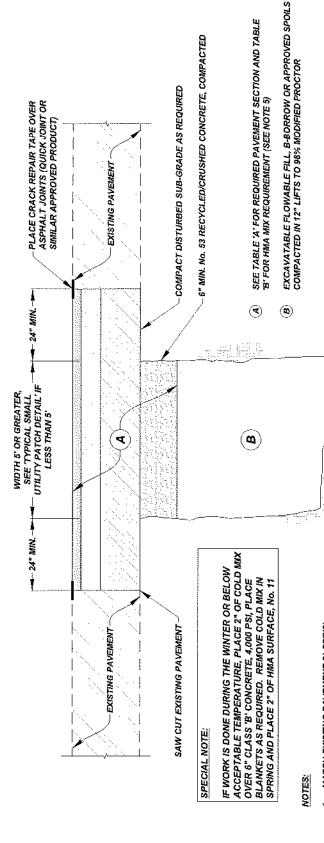
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CITY OF GOSHEN, INDIANA STANDARD DETAIL

Praving Number: RD-104 J. Hoffman

D. Sallor, P.E.



1. MATCH EXISTING PAVEMENT SLOPE(S)

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SAW CUT EXISTING PAVEMENT PRIOR TO REMOVAL TO PROVIDE A CLEAN VERTICAL FACE. SAW CUT EDGE(S) AGAIN IF DAMAGED PRIOR TO PLACING PATCH. IF THE HIM SURFACE HAS BEEN DAMAGED BEYOND THE SAW CUT(S) AND/OR MATERIAL HAS BEEN LOST UNDER THE EXISTING PAVEMENT, INCREASE THE PATCH DIMENSIONS TO INCLUDE THESE AIREAS

TRENCH SPOILS TO BE REMOVED FROM SITE IF UNSUITABLE FOR BACKFILL. A CITY REPRESENTATIVE SHALL DETERMINE IF SPOILS ARE SUITABLE FOR BACKFILL Ŋ PATCH MAY BE MODIFIED TO CONTAIN ONLY HIMA BASE AND HIMA SURFACE. REMOVAL OF THE HIMA BINDER LAYER MAY BE ELIMINATED WITH APPROVAL FROM THE CITY ENGINEERING DEPARTMENT. HMA BASE LIFTS MAY NOT EXCEED 4" COMPACT THE HMA BASE, HMA BINDER AND HMA SURFACE WITH A DOUBLE DRUM ROLLER UNLESS AN ALTERNATIVE METHOD HAS BEEN APPROVED BY THE ENGINEERINIG DEPARTMENT 4S

RESTORE DAMAGED OR REMOVED PAVEMENT MARKINGS WITH LIKE MATERIAL. A CITY REPRESENTATIVE SHALL APPROVE MATERIAL AND METHOD OF INSTALLATION ග්

STREET RESTRICTIONS OR CLOSURES FOR COLLECTOR OR ARTERIAL ROADWAY MUST BE APPROVED BY THE CITY BOARD OF WORKS. CONTACT THE CITY ENGINEERING DEPARTMENT AT (574) 534-2201 FOR THE SUBMITTAL REQUIREMENTS AND DATES FOR THE BOARD OF WORKS MEETING ĸ.

WORK WITHIN THE CITY RIGHT OF WAY REQUIRES A PERMIT ISSUED BY THE CITY ENGINEERING DEPARTMENT AT, ACCESS THE CITY'S PERMIT PORTAL AT GOSHENINDIANAL ORG ø

A CITY REPRESENTATIVE MUST INSPECT THE BACKFILL PROCESS AND PLACEMENT OF THE PATCH CALL THE CITY ENGINEERING DEPARTMENT TO SCHEDULE THE INSPECTIONS AT (574) 534-2201 6

IF A CITY UTLITY WAS REPAIRED AS PART OF THE WORK, A CITY REPRESENTATIVE MUST INSPECT THE REPAIR PRIOR TO BACKFILLING. IF AN INSPECTION WAS NOT PERFORMED, THE CONTRACTOR WILL BE REQUIRED TO EXPOSE THE REPAIR FOR INSPECTION 5,

LARGE ASPHALT PAVEMENT PATCH

The City Of Goshen

Department of Public Works & Safety Office of Engineering

204 East Jefferson, Suite 1 Street, Goshen, indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindiana.org

Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Saltor, P.E. J. Hoffman

PAGE 1 OF 2

RD-201

STREET CLASS SUB-BASE [No. 53] MINOR ARTERIAL LOCAL MINOR ARTERIAL MINOR ARTERIAL MINOR ARTERIAL MINOR ARTERIAL COLLECTOR & 6" 2.5" 1.5" - 6" - 6" 6" 6" 6" 6" 6" 6" 6" 6" 6" 6" 6" 6"	- 1	TABLE 'A'-	TABLE '4' - MINIMUM ACCEPTABLE PAVEMENT SECTION	EPTABLE	PAVEME	NT SECT	ΝO
STREET CLASS SUB-BASE (No. 53) (No. 53) (No. 53) (No. 5) (No. 5) (No. 1) BHNDER SURFACT (No. 1) SURFACT (No. 1) MINOR ARTERIAL 6" 2.5" 1.5" LOCAL 6" 2.5" 1.5" MINOR ARTERIAL 6" - - COLLECTOR & INDUSTRIAL 6" - - LOCAL 6" - - LOCAL 6" - -	ı		COMPACTED	HOT MI	ХАЅРНАС	r (HIMA)	TEACHOR
6	- 1	STREET CLASS	SUB-BASE (No. 53)	BASE (No. 5)	BINDER (No. 8)	SURFAC E (No. 11)	(PCC)
6" 4" 2.5" 1.5" 5" 5" 1.5" 5" 5" 5" 5" 5" 5" 5" 5" 5" 5" 5" 5" 5	,	MINOR ARTERIAL	.9	6,	2.5"	1.5"	•
6 6 7 7.5		COLLECTOR & INDUSTRIAL	.9	4"	2.5"	1.5"	h
		LOCAL	. g		2.5"	1.5"	•
		MINOR ARTERIAL			•		.0
,		COLLECTOR & INDUSTRIAL	0	•	•		
		LOCAL			ı	τ	6.

TABLE	: 'B' - AGGREGATE	TABLE 'B' - AGGREGATE GRADATION FOR HMA MIXES	HMA MIXES
SIEVE SIZE	BASE MIXTURES No. 5 (3"-4" LIFT)	BINDER MIXTURES No. 8 (2.5" LIFT)	SURFACE MIXTURES No. 11 (1.5" LIFT)
1.5 in (37.5 mm)	100		
1 in (25.0 mm)	66- 06	100	
3/4 in (19.0 mm)	06>	66-06	
1/2 in (12.5 mm)		06>	100
3/8 in (9.5 mm)			66 - 06
No. 4			06>
No. 8	23 (±6)	29 (±6)	57 (±6)
No. 16			
No. 30			
No. 50			
No. 100			
No. 200	1-7	2-8	2.6
PERCENT OF BITUMINOUS	4.5 (±0.5)	4.8 (±0.5)	6.7 (±0.5)
PERCENT OF MOISTURE, MAX	0.3	0.3	0.3

The City Of Goshen Department of Public Works & Safety Office of Engineering

204 East Jafferson, Suite 1 Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindiana.org

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CITY OF GOSHEN, INDIANA STANDARD DETAIL.

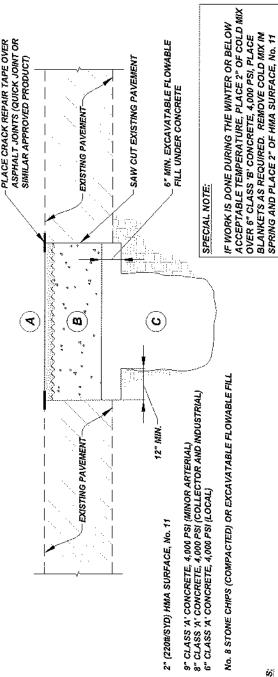
Crafted By.

J. Hoffman

D. Sailor, P.E.

Dirantop Number:

RD-201



(4)

NOTES:

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- MATCH EXISTING PAVEMENT SLOPE(S)
- SAW CUT EXISTING PAVEMENT PRIOR TO REMOVAL TO PROVIDE A CLEAN VERTICAL FACE. SAW CUT EDGE(S) AGAIN IF DAMAGED PRIOR TO PLACING PATCH. IF THE HMA, SURFACE HAS BEEN DAMAGED BEYOND THE SAW CUT(S) AND/OR MATERIAL HAS BEEN LOST UNDER THE EXISTING PAVEMENT, INCREASE THE PATCH DIMENSIONS TO INCLUDE THESE AIREAS Ń
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SMALL ASPHALT PAVEMENT PATCH

IOT TO SCALE

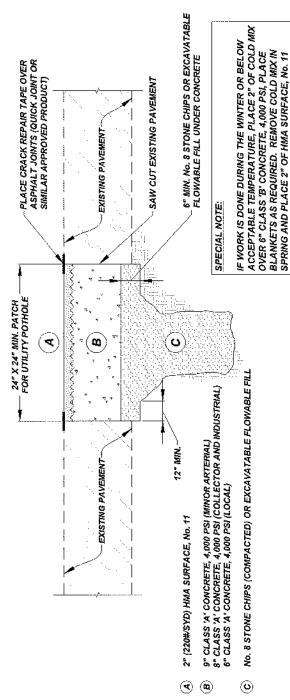
The City Of Goshen
Department of Public Works & Safety
Office of Engineering

204 East Jefferson, Suite † Street, Goshen, Indiana 46528 Phone: 5/4-534-2201 Fax: 574-533-8626 Web: goshenindiana.org

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Date Approved E	į

SITY OF GOSHEN, INDIANA STANDARD DETAIL

J. Hoffman D. Sallor, P.E. Prawing Number: RD-202



NOTES:

- MATCH EXISTING PAVEMENT SLOPE(S) ψ.
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- 5
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UTILITY POTHOLE ASPHALT PAVEMENT PATCH

Department of Public Works & Safety The City Of Goshen

Office of Engineering

204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528 Phona: 674-534-2201 Fax; 574-533-6626 Web: goshenindiana.org

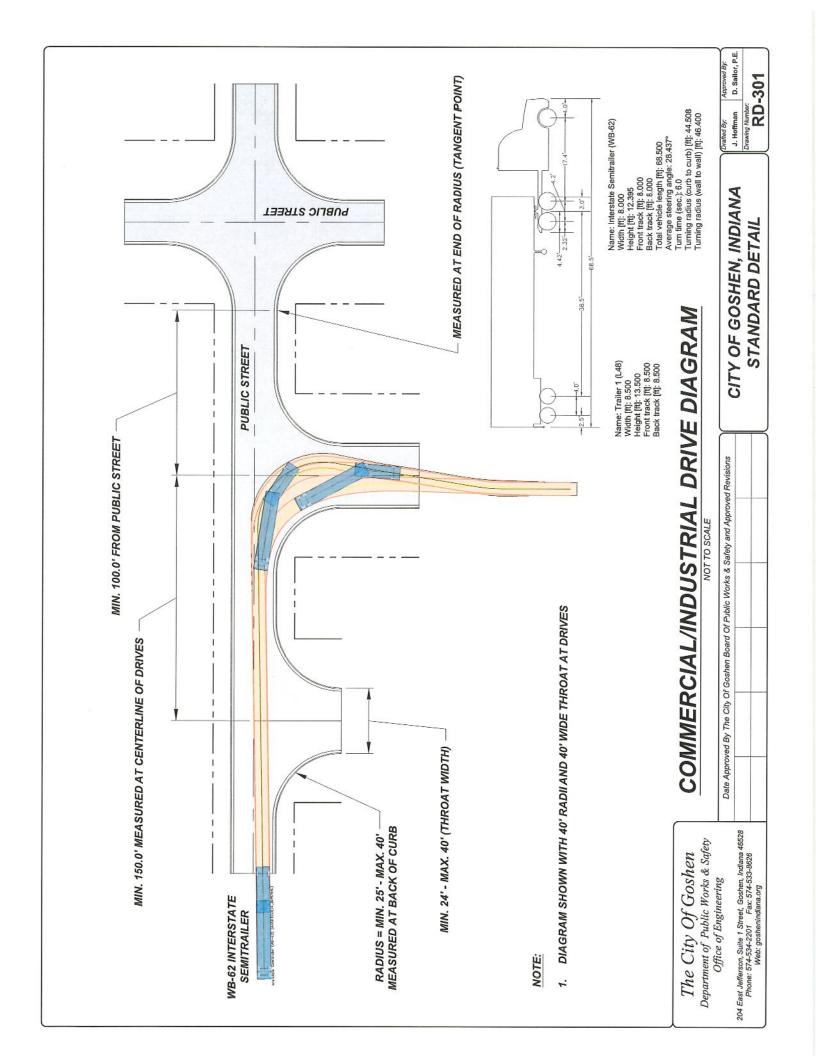
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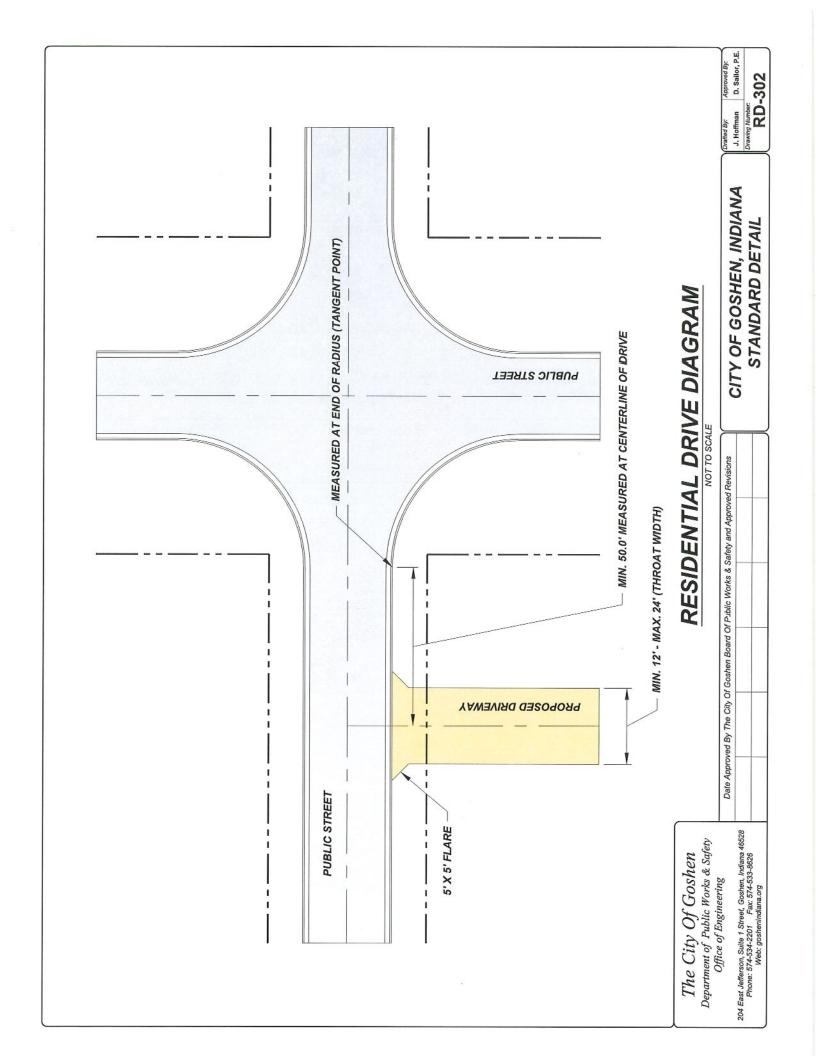
CITY OF GOSHEN, INDIANA STANDARD DETAIL

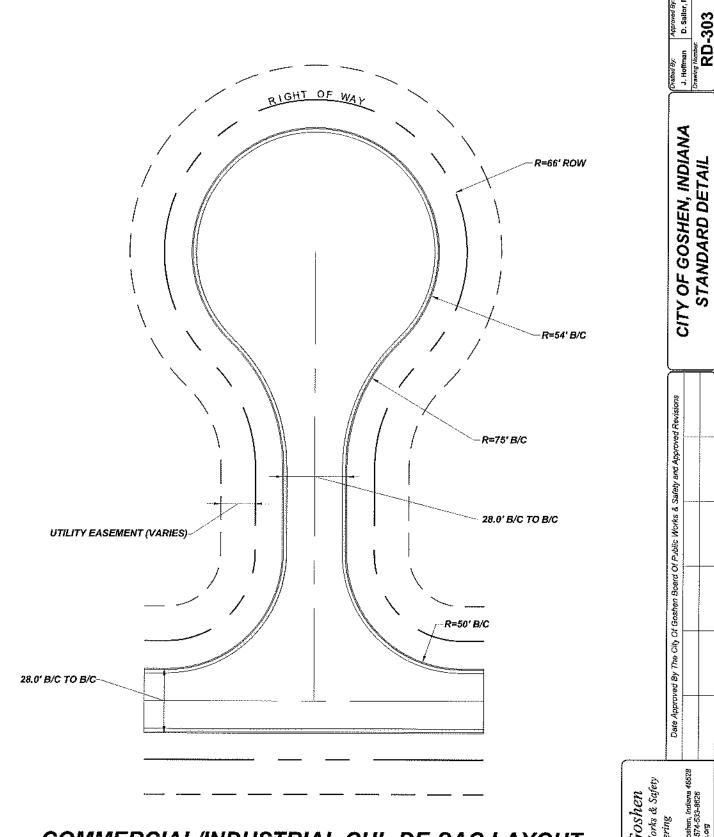
D. Sailor, P.E. J. Koffman

Drafted By.

RD-203

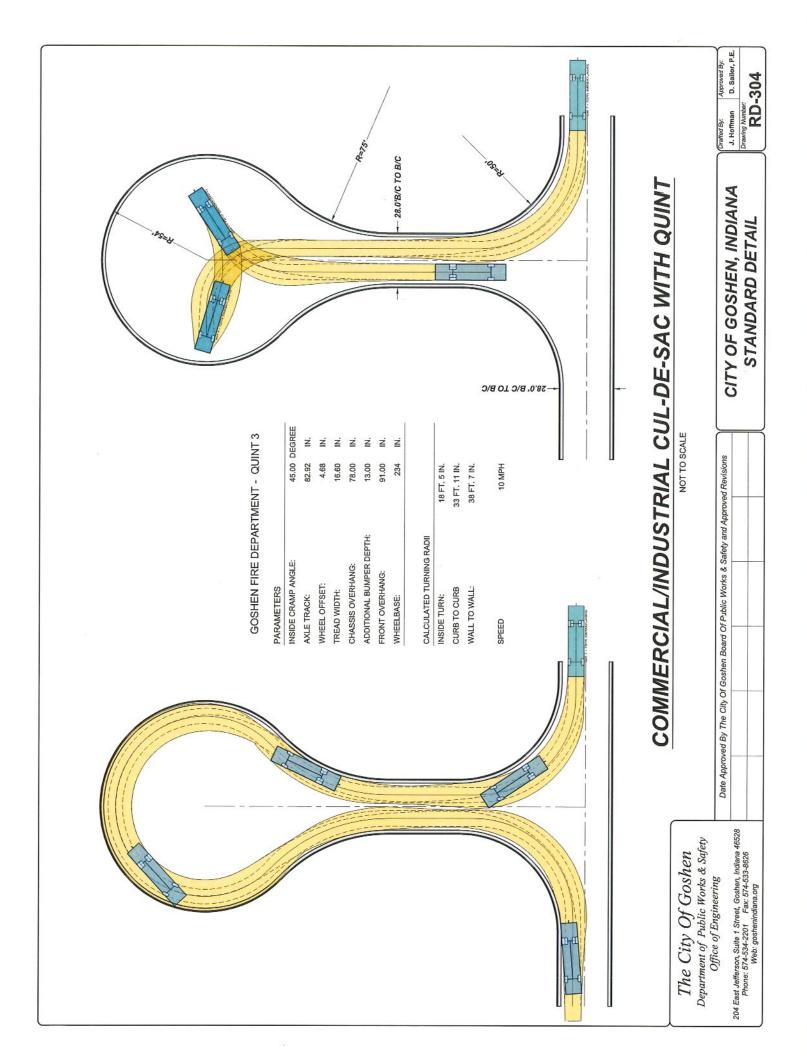


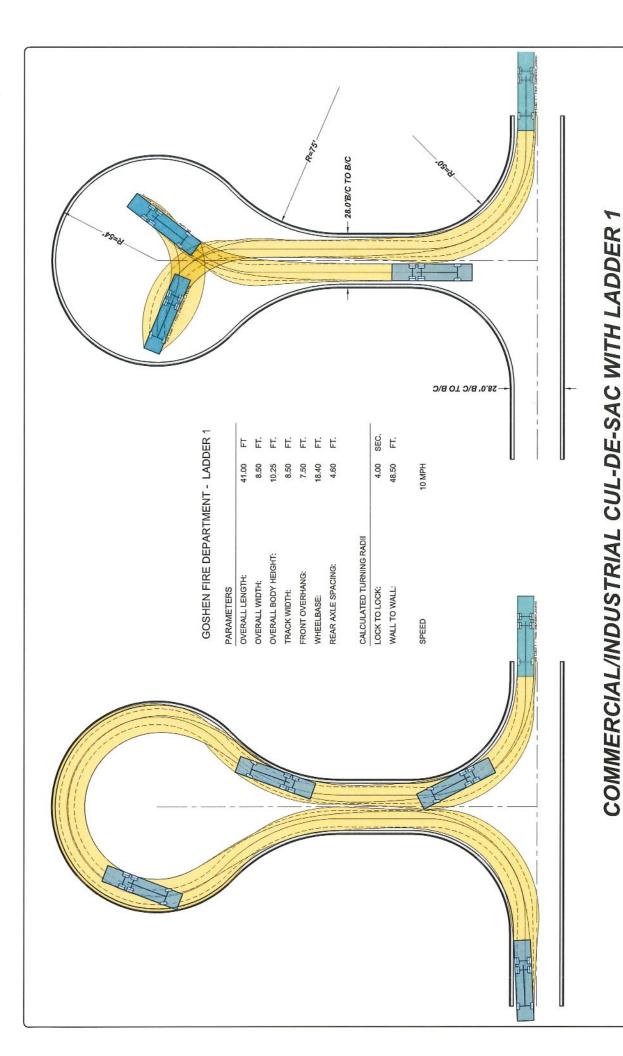




COMMERCIAL/INDUSTRIAL CUL-DE-SAC LAYOUT

Department of Public Works & Safety The City Of Goshen Office of Engineering 204 East Jefferson, Suite i Street, Goshan, Indiana 46528 Phone: 874-534-220† Fax: 574-533-8626 Web: goshenindana.org





NOT TO SCALE

The City Of Goshen

Department of Public Works & Safety Office of Engineering

204 East Jefferson, Sulfe 1 Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindiana.org

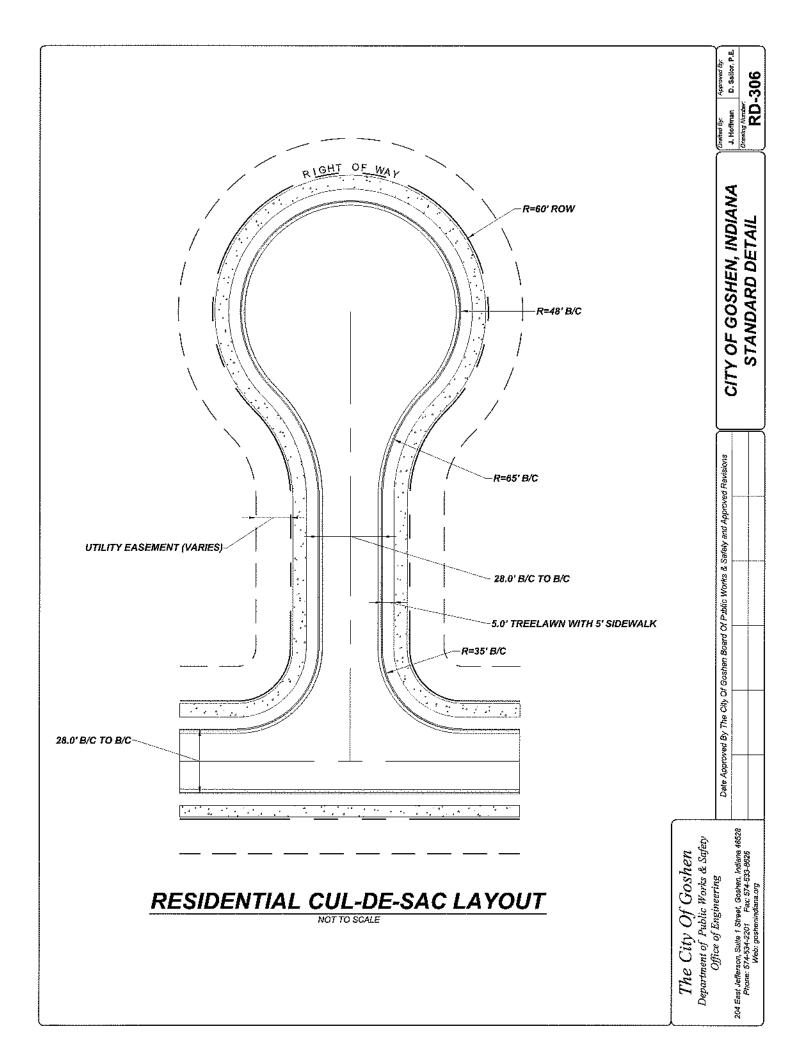
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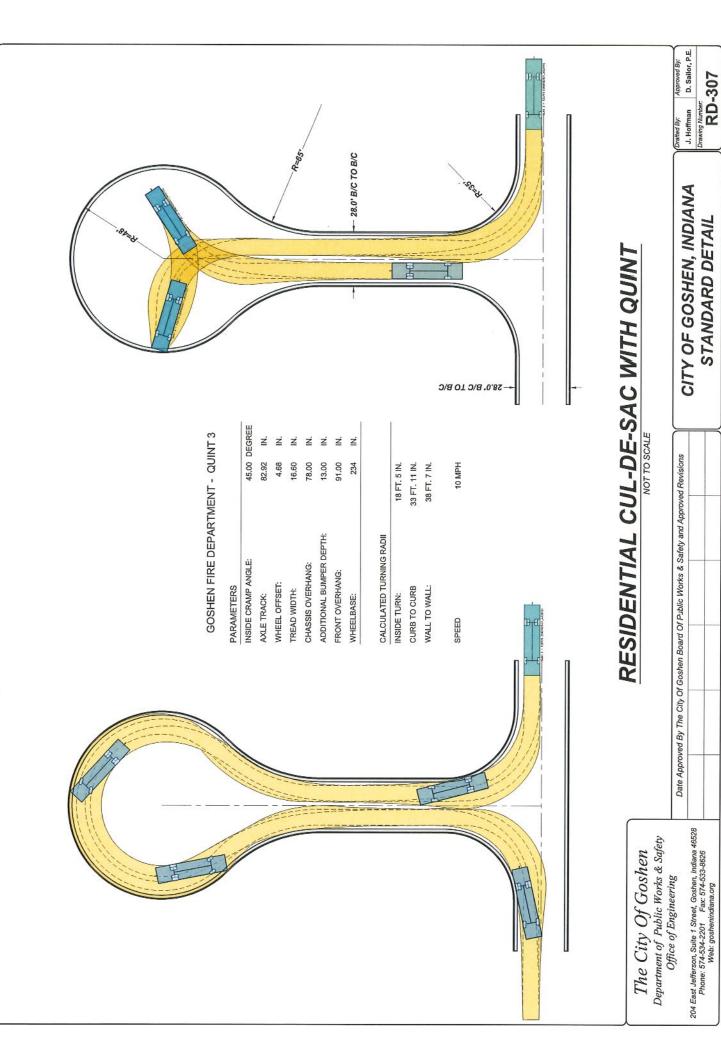
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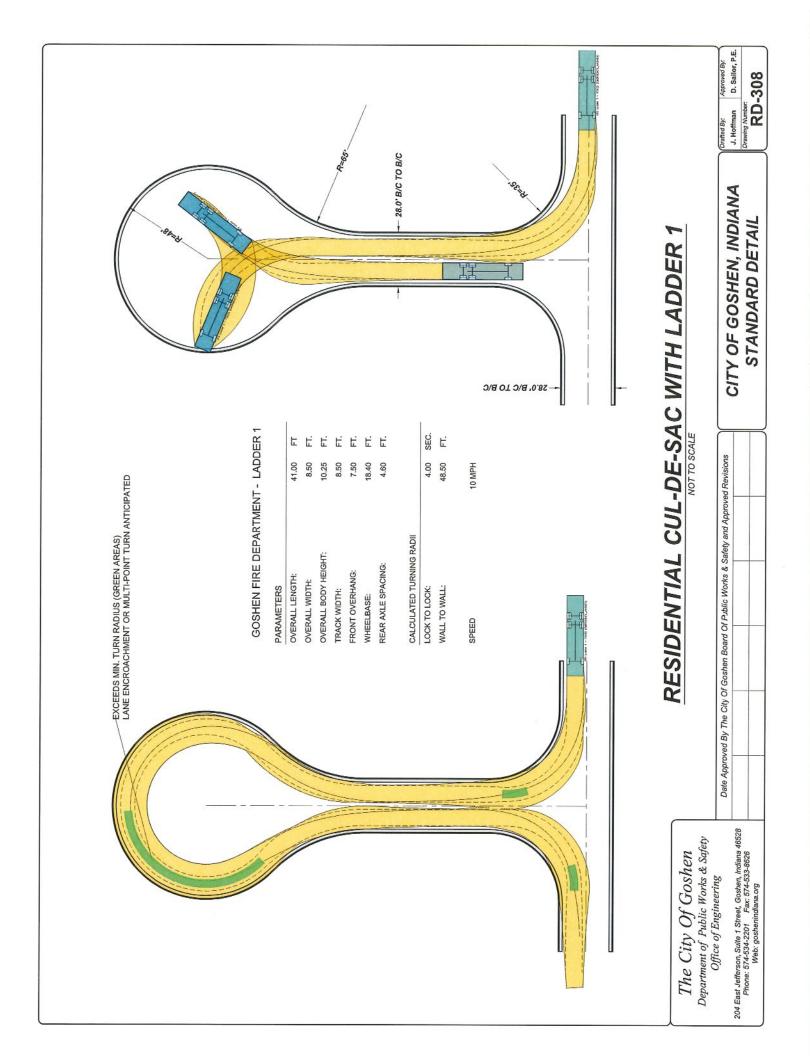
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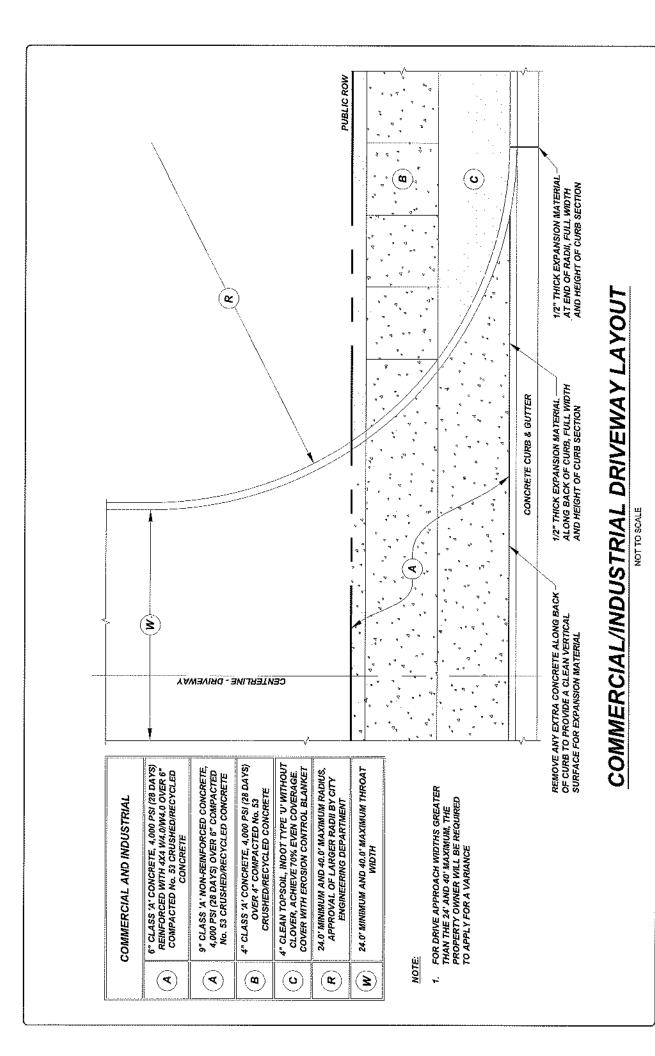
J. Hoffman D. Sailor, is Drawing Number:

RD-305









CITY OF GOSHEN, INDIANA STANDARD DETAIL

Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

RD-401

D. Sailor, P.E.

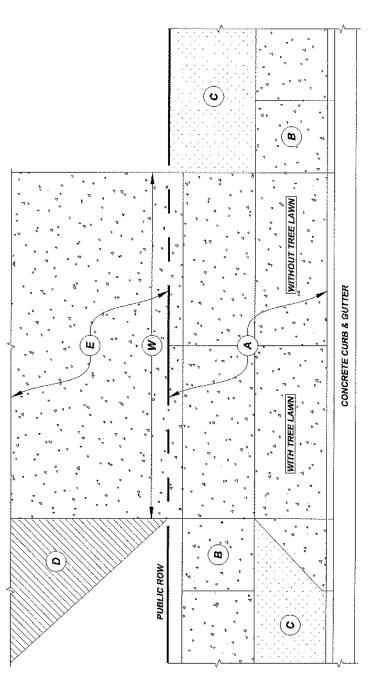
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204 East Jefferson, Sulte † Streel, Goshen, Indiana 46528 Phone: 574-534-2207 Fax: 574-533-8626 Web: goshenindiana.org

Department of Public Works & Safety

Office of Engineering

The City Of Goshen



4" CLASS 'A' CONCRETE, 4,000 PSI (28 DAYS) OVER 4" No. 53 CRUSHED/RECYCLED CONCRETE, COMPACTED CLOVER, ACHIEVE 70% COVERAGE, COVER WITH EROSION CONTROL BLANKET 6" CLASS 'A' CONCRETE, 4,000 PSI (28 DAYS) OVER 4" No. 53 CRUSHED/RECYCLED CONCRETE, COMPACTED 12.0' MINIMUM AND 24.0' MAXIMUM WIDTH AT THE RIGHT OF WAY LINE CONTACT CITY PLANNING & ZONING DEPARTMENT AT (574) 534-8626 FOR APPROVAL TO INCREASE DRIVEWAY WIDTH SINGLE FAMILY AND SINGLE FAMILY DUPLEX SINGLE LOT OR COMMON PRIVATE DRIVEWAY SECTION CONVERTED TO MULTI-UNIT 40.0' MAXIMUM PROPERTY LINE **(** (\mathbf{a}) ٩ (**a** (≥) (\mathbf{o}) *****

NOTE:

. FOR DRIVE APPROACH WIDTHS GREATER THAN THE 24' AND 40' MAXIMUM, THE PROPERTY OWNER WILL BE REQUIRED TO APPLY FOR A VARIANCE

RESIDENTIAL DRIVEWAY LAYOUT

NOT TO SCALE

The City Of Goshen

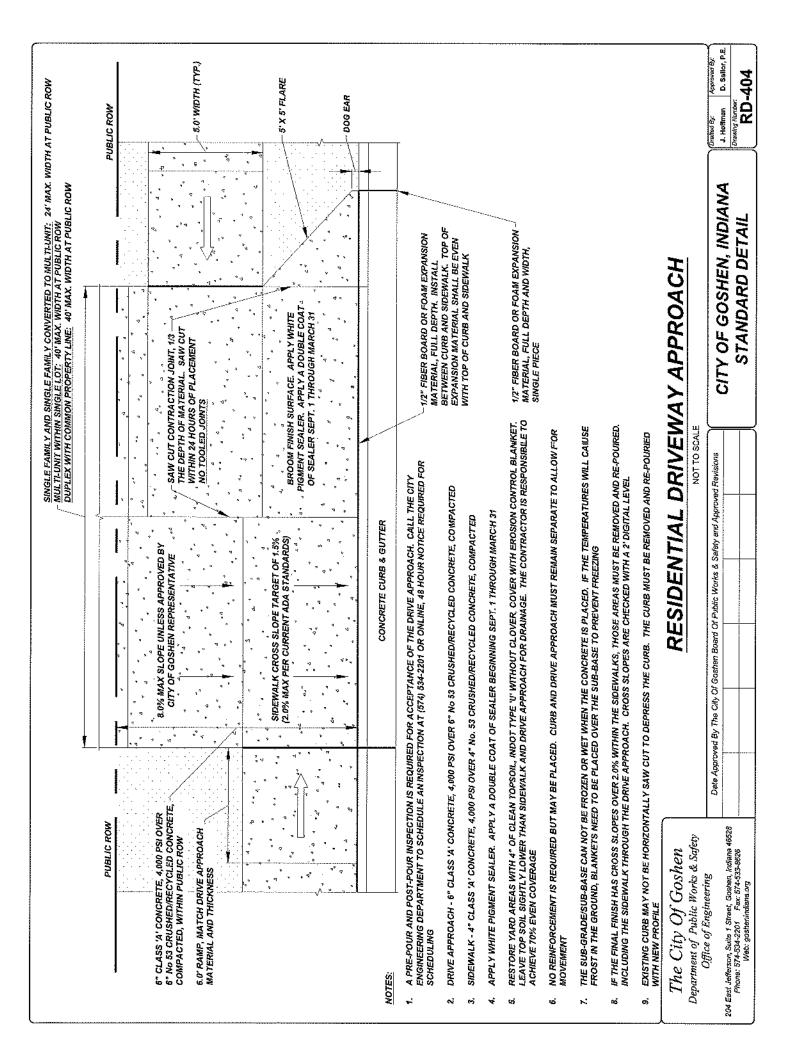
Department of Public Works & Safety Office of Engineering 204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8526 Web: goshenindiana.org

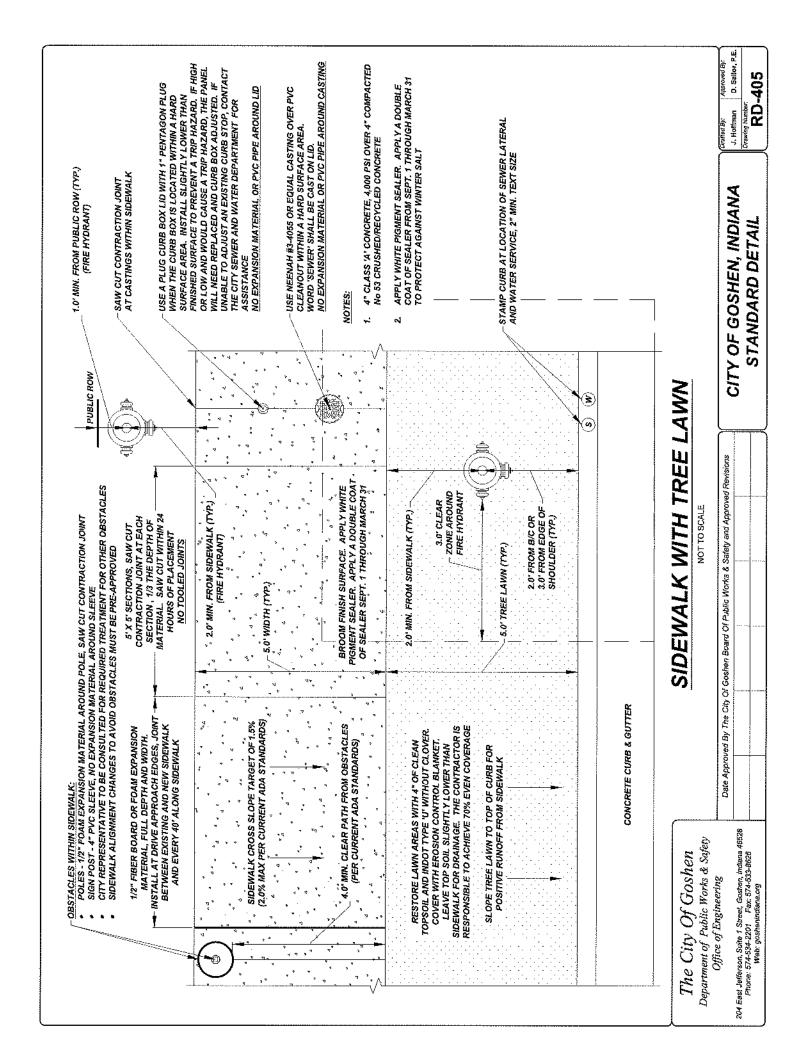
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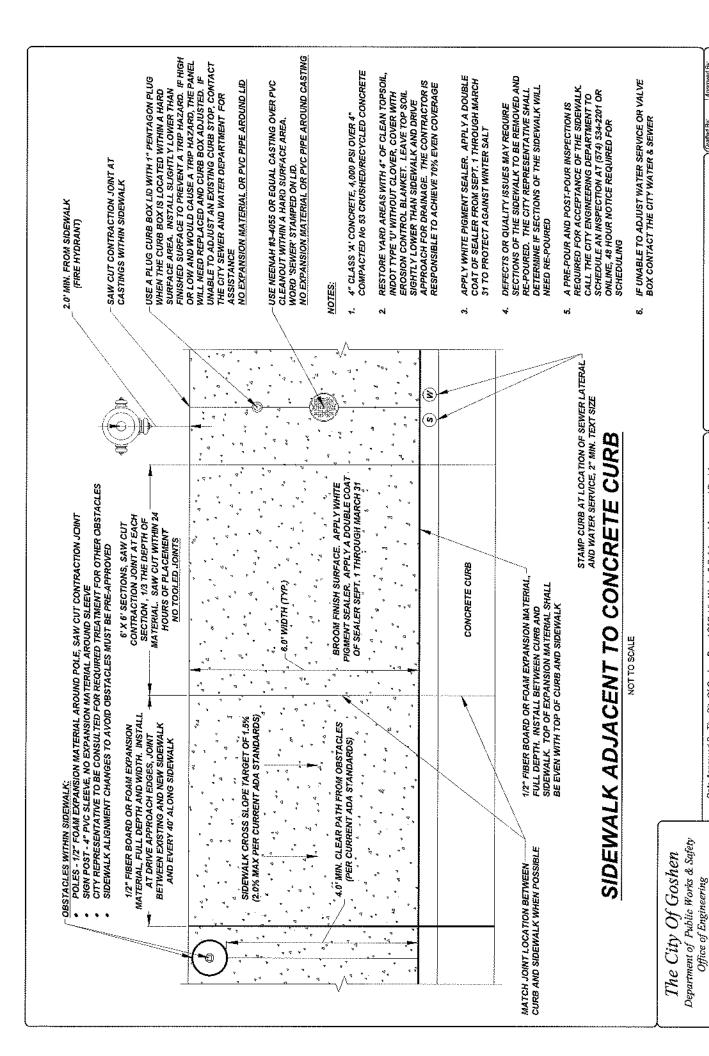
CITY OF GOSHEN, INDIANA	STANDARD DETAIL

rafted <i>By.</i> J. Hoffman	rafted By: Approved By: J. Hoffman D. Sallot, P.
rawing Number:	402

D. Sallor, P.E. RD-403 Ј, Нафпе CITY OF GOSHEN, INDIANA TYPICAL RESIDENTIAL/COMMERCIAL/INDUSTRIAL DRIVEWAY STANDARD DETAIL 8.0% MAX SLOPE WITHIN PUBLIC ROW SLOPE OVER 8.0% MUST BE PRE-APPROVED BY THE CITY OF GOSHEN ENGINEERING DEPARTMENT 8.0% SLOPE SLOPE OVER 8.0% MUST BE PRE-APPROVED BY THE CITY OF GOSHEN ENGINEERING DEPARTMENT 8.0% MAX SLOPE WITHIN PUBLIC ROW 8.0% SLOPE DRIVE APPROACH WITH SIDEWALK BEHIND CURB DRIVE APPROACH WITH SIDEWALK AND TREE LAWN APPROACH PROFILE TYPICAL SIDEWALK 5.0°- 6.0° WIDE (2.0% MAX CROSS SLOPE PER CURRENT ADA STANDARDS) Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions 1.5% CROSS SLOPE NOT TO SCALE 5.0" 6.0" WIDE (2.0% MAX CROSS SLOPE PER CURRENT ADA STANDARDS) 1.5% CROSS SLOPE TYPICAL TREE LAWN 3.0' - 5.0' WIDE TYPICAL SIDEWALK 8.0% SLOPE 204 East Jaffarson, Suife 1 Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626
Web: goshenindiana.crg Department of Public Works & Safety The City Of Goshen 11/2" GUTTER-11/2" GUTTER Office of Engineering







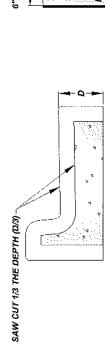
CITY OF GOSHEN, INDIANA STANDARD DETAIL

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204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindiana.org

D. Sailor, P.E. Ј. Коптав

RD-406



NOTES

CLASS 'A' CONCRETE, 4,000 PSI

EXPANSION JOINT LOCATIONS: N

STRAIGHT CURB SECTION - EVERY 40' ROADWAY CURVE - BEGINNING POINT, MID POINT, END POINT AND EVERY 40' ALONG CURVE INTERSECTION RADIUS - BEGINNING POINT, MID POINT, END POINT WITHOUT ADA RAMP OR SIDEWALK.

CONTRACTION JOINT X-SECTION

EACH SIDE OF RAMP CURB CASTING - 4" FROM EACH SIDE OF THE CASTING EXPANSION MATERIAL MUST BE FULL DEPTH AND WIDTH OF CURB SECTION OR WILL REQUIRE REPLACED

~;

CONTRACTION JOINT LOCATIONS: REQUIRED EVERY 10" AT 1/3 THE DEPTH, D/3, ALONG STRAIGHT CURB SECTIONS, ROADWAY CURVES AND INTERSECTION RADII SAW CUT CONTRACTION JOINTS WITHIN 24 HOURS OF PLACEMENT

NO TOOLING OF CONTRACTIONS JOINTS IS ALLOWED

- REMOVE ALL EXCESS MATERIAL ALONG THE FACE OF THE CURB PRIOR TO MATERIAL SETTING TO ALLOW A CLEAN VERTICAL FACE TO PAVE OR POUR AGAINST. REMOVE EXCESS MATERIAL ALONG BACKSIDE OF CURB, AT DRIVE APPROACHES AND SIDEWALKS, TO ALLOW A CLEAN VERTICAL FACE FOR EXPANSION! MATERIAL BETWEEN CONCRETE POURS
- THE SUB-BASE/SUB-GRADE CAN NOT BE FROZEN OR WET WHEN THE CONCRETE IS PLACED. IF TH TEMPERATURES WILL CAUSE FROST IN THE GROUND, BLANKETS NEED TO BE PLACED OVER THE SUB-BASE/SUB-GRADE TO PREVENT FREEZING PRIOR TO PLACING THE CONCRETE: ø
- BROOM FINISH THE CONCRETE APPLY WHITE PIGMENT SEALER 4

RESTORE YARD AREAS WITH 4" OF CLEAN TOPSOIL, INDOT TYPE "U" WITHOUT CLOVER, COVER WITH EROSION CONTROL BLANKET. THE CONTRACTOR IS RESPONSIBLE TO ACHIEVE 70% EVEN COVERAGE"

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A GAINST

EXISTING ASPHALT PAVEMENT, IF THE

PAVEMENT EDGE WAS DAMAGED

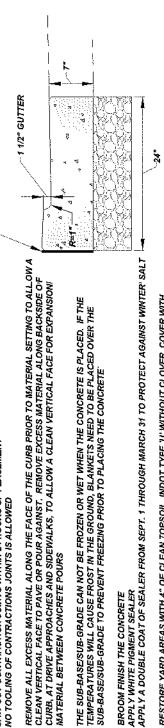
DURING THE REMOVAL OF THE

EXISTING CURB, THE CONTRACTOR WILL BE REQUIRED TO SAW CUT THE EDGE, FULL DEPTH, TO PROVIDE A SMOOTH VERTICAL FACE TO POUR

UNSUITABLE MATERIAL IS FOUND OR THE SUBBASE IS SOFT, 6" OF No. 53 CRUSHED/RECYCLED CONCRETE MAY BE REQUIRED INSPECTOR TO DETERMINE IF THE SUBBASE IS ADEQUATE DURING PRE-POUR INSPECTION. IF

CONCRETE CURB & GUTTER

1/2" FIBER BOARD OR FOAM EXPANSION MATERIAL BETWEEN CURB AND APPROACH, FULL DEPTH. SINGLE PIECE, NO STACKING OF SMALLER PIECES



CONCRETE CURB & GUTTER AT DRIVE APPROACH

5.0' TAPPER/FLARE (TYP.)

6" CURB FACE

DRIVE APPROACH

6" CURB FACE 6.0' RAMP (TYP.) (12 TO 1 MAX SLOPE PER ADA STANDARDS) 1/2" EXPANSION JOINT BETWEEN EXISTING AND NEW CURB SECTIONS -- 1 1/2" GUTTER LIP DRIVE APPROACH

CONCRETE CURB & GUTTER TAPER PROFILE AT DRIVE APPROACH WITH SIDEWALK AND TREE LAWN 1/2" EXPANSION JOINT BETWEEN EXISTING AND NEW CURB SECTIONS -11/2" GUTTER LIF

CONCRETE CURB & GUTTER AT DRIVEWAY APPROACH

CONCRETE CURB & GUTTER TAPER PROFILE AT DRIVE APPROACH WITH SIDEWALK AND NO TREE LAWN

Department of Public Works & Safety The City Of Goshen

Office of Engineering

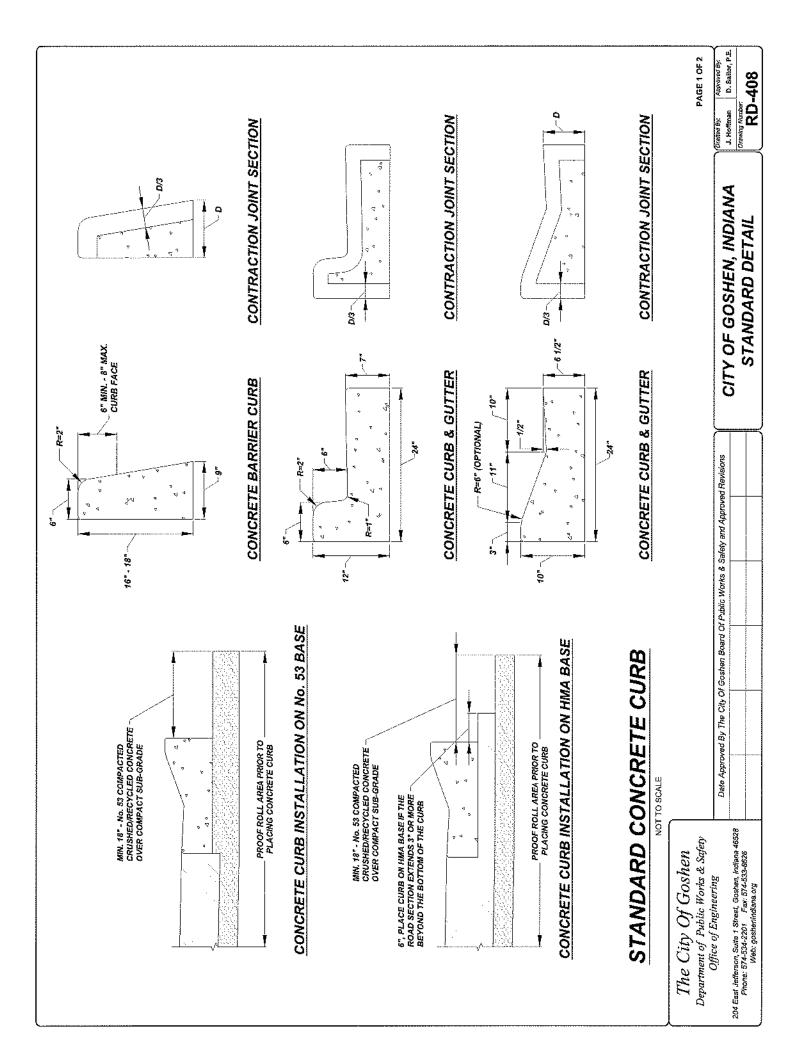
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NOT TO SCALE

Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

CITY OF GOSHEN, INDIANA	ひこかばひかたり ひたこみに

D. Sallor, P.E. **RD-407** J. Hoffman



NOTES:

- CLASS 'A' CONCRETE, 4,000 PSI ÷
- EXPANSION JOINT LOCATIONS: οi

<u>STRAIGHT CURB SECTION - EVERY 40'</u> <u>ROADWAY CURVE</u> - BEGINNING POINT, MID POINT, END POINT AND EVERY 40' ALONG CURVE <u>INTERSECTION RADIUS</u> - BEGINNING POINT, MID POINT, END POINT WITHOUT ADA RAMP OR SIDEWALK. EACH SIDE OF RAMP

CURB CASTING - 4' FROM EACH SIDE OF THE CASTING EXPANSION MATERIAL MUST BE FULL DEPTH AND WIDTH OF CURB SECTION OR REPLACEMENT WILL BE REQUIRED

CONTRACTION JUNT LOCATIONS:
REQUIRED EVERY 10' AT 1/3 THE DEPTH, D/3, 1/8" MIN. TO 1/4" MAX. WIDTH, ALONG STRAIGHT CURB SECTIONS, ROA,DWAY
CURVES AND INTERSECTION RADII
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- BROOM FINISH REQUIRED 4

ıç,

APPLY WHITE PIGMENT SEALER APPLY A DOUBLE COAT OF SEALER FROM SEPT. 1 THROUGH MARCH 31 TO PROTECT AGAINST WINTER SALT

RESTORE YARD AREAS WITH 4" OF CLEAN TOPSOH, BLUEGRASS, RYE AND FESCUE YARD SEED MIX, COVER WITH EROSION CONTROL BLANKET. THE CONTRACTOR IS RESPONSIBLE TO ACHIEVE 10% EVEN COVERAGE

The City Of Goshen

Department of Public Works & Safety Office of Engineering

204 East Jefferson, Suite 1 Street, Goshen, Indiana 46628 Phone: 574-534-2201 Fax: 574-533-8626 Web: goshenindana.org

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CITY OF GOSHEN, INDIANA STANDARD DETAIL

D. Sailor, P.E. J. Hoffman

RD-408



Stormwater Department CITY OF GOSHEN

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

Phone (574) 534-2201 ● Fax (574) 533-8626 stormwater@goshencity.com ● www.goshenindiana.org

MEMORANDUM

TO:

Board of Works and Public Safety

FROM:

Stormwater Department

RE:

AGREEMENT FOR THE COMPLETION OF GOSHEN HYUNDAI (JN:2023-

2036)

DATE:

March 27, 2025

The Stormwater Department requests the approval of an Agreement for the Completion of Construction (Completion Agreement) for the new Goshen Hyundai dealership at 3202 Elkhrat Road. The final building inspection has passed and the project is substantially complete except for:

- Permanently stabilize 43,560 square feet of previously disturbed area.
- Remove sediment from the bottom of the basin, fill in the rills that have formed on the sides, permanently stabilize the bank areas that are disturbed in this process utilizing seed and mulch.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner Lag Realty LLC and the builder Arco-Murray agree to complete all stabilization and basin work by June 15, 2025. The expected cost of this work is five thousand dollars (\$5,000) and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

Requested Motion: Approve and authorize the Board to execute the Agreement with Arco-Murray and Lag Realty LLC for the completion of the Hyundai dealership at 3202 Elkhart Rd.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on <u>March 27, 2025</u>, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Lag Realty LLC	
and, if the builder is responsible for completing the remaining work,	
Builder: Arco-Murray	Addition of a control of a cont
☐ No Builder	
hereinafter referred to individually or collectively, if applicable, as "Permittee."	
Permittee obtained a building permit for the construction of a building on the rea	al estate at
	Goshen, Indiana,
hereinafter referred to as "Site."	
The construction project is substantially complete except for:	
certain exterior work that cannot be completed due to weather conditions	5.
the installation of certain parts or equipment which are not currently avail	able.
In consideration of the terms, conditions and mutual covenants contained in this parties agree as follows:	s agreement, the
 WORK. Permittee agrees to complete the following remaining item(s) of work referred to as "Work," as soon as conditions permit, but no later than <u>June 15</u>, 20<u>25</u>, unless an earlier date is specified below 	
Permanently stabilize the Site which shall include grading, adding tops of seeding and mulching of the grounds. This shall specifically include approximately <u>43,560</u> square feet of disturbed area with seed and a temporal measure such as anchored mulch, hydromulch, or erosion control blanks adjacent and/or affected inlets shall be kept covered until the Site has been permanently stabilized.	e stabilization of orary stabilization ets. In addition, all
☐ Plant all required landscaping at the Site according to the plan submitted Planning and Zoning Department. This shall include planting:	ed to the Goshen
☐ Install the hard surface driveway for the Site.	

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Section 1 above, once the construction project complies with all applicable City ordinances

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and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.

4. FORCE MAJEURE. If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

- 6. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT. Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
- 7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
- 8. **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.

9. NOTICES. All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen:

City of Goshen, Indiana

Attention: Goshen Legal Department 204 East Jefferson Street, Suite 2

Goshen, IN 46528

Address' for Permittee:

Property Owner:

Lag Realty LLC

1600 W Lake St

Streamwood, IL 60107

Builder:

Arco-Murray

3110 Woodcreek Drive Downers Grove, IL 60515

☐ No Builder	

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

- 11. **ATTORNEY FEES.** 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 and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
- 12. 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.
- 13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.
- 14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. AUTHORITY TO EXECUTE. Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:1

Property Owner:	Signature:
	Printed:
	Title (if any):
	Date:
	Signature:
	Printed:
	Title (if any):
	Date:
Builder:	Signature:
	Printed:
	Title:
	Date:
Goshen:	•
	Gina Leichty, Mayor
	Date:

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

Michael Landis, Board of Works and Safety
Date:
Mary Nichols, Board of Works and Safety
Date:
Orv Myers, Board of Works and Safety
Date:
Barb Swartley, Board of Works and Safety
Date:



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 * Fax (574) 533-8626 stormwater@goshencity.com * www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

RE: POST-CONSTRUCTION PLAN APPROVAL

GOSHEN SCHOOLS BASEBALL SOFTBALL COMPLEX (JN: 2024-2003)

DATE: March 27, 2025

The developer of the Goshen Community Schools Baseball Softball Complex project, affecting one (1) or more acres of land and located at 1730 Regent Street, has submitted a sufficient post-construction plan that is compliant with Ordinance 5209, "Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Goshen Community Schools Baseball Softball Complex project as it has been found to meet the requirements of City Ordinance 5209.



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

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MEMORANDUM

TO:

City of Goshen Stormwater Board

FROM:

Stormwater Department

RF:

POST-CONSTRUCTION PLAN APPROVAL

GOSHEN HIGH SCHOOL NEW ALUMNI PLAZA (JN: 2022-2054)

DATE:

March 27, 2025

The developer of the Goshen High School New Alumni Plaza project, located at 401 Lincolnway East, is the fourth amendment to an existing post-construction stormwater management plan for the Goshen High School Music Area Addition & Parking project (JN:2013-2048) accepted by this Board on January 25, 2016. A sufficient post-construction plan amendment has been submitted and found to be compliant with Ordinance 5209, "Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the amended plan.

Full document available upon request.

Requested Motion: Accept the amended post-construction stormwater management plan for the Goshen High School New Alumni Plaza as it has been found to meet the requirements of City Ordinance 5209.



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

Phone (574) 534-2201 * Fax (574) 533-8626 stormwater@goshencity.com * www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

RE: POST-CONSTRUCTION PLAN APPROVAL

GOSHEN COMMUNITY MIDDLE SCHOOL BUILDING ADDITION &

RENOVATIONS (JN: 2020-2050)

DATE: March 27, 2025

The developer of the Goshen Community Middle School Building Addition & Renovations project, located at 1216 South Indiana Avenue, is the fourth amendment to an existing post-construction stormwater management plan for the Goshen Middle School Natatorium Expansion project (JN:2014-2048) accepted by this Board on January 25, 2016. A sufficient post-construction plan amendment has been submitted and found to be compliant with Ordinance 5209, "Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for (Goshen Community Middle School Building Addition & Renovations) as it has been found to meet the requirements of City Ordinance 5209.