



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., June 26, 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: *No minutes available*

Approval of Agenda

1) Float Fest request: Approve the use of Millrace Park, Shanklin Park and the Millrace Trail and the partial closure of Canal Street for the Float Festival on June 28, 2025

2) Goshen Farmers Market request: Approve the closure of Washington Street, from the South 2nd Street intersection east to the entrance of City Parking Lot M, on Saturday, July 5 and August 2 for special market days focused on youth vendors

3) Goshen Soccer Academy request: Approve the closure of a portion of the parking lot adjacent to Goshen Brewing Co. for a pickleball tournament, Aug. 22-23, 2025

4) Lacasa requests: Approve temporarily placing a crane in front of the Shoots Building, 112 E. Lincoln Ave., on July 2, 2025, from 6:30 to 10 a.m., and approve the temporary closure of the alley located east of the Shoots Building from July 7 thru July 11, 2025

5) Legal Department request: Approve and authorize the Mayor to execute agreements with four contractors for removal and build of the Environmental Center office building for approximately \$34,457 with an anticipated completion date of 60 days from Notice to Proceed.

6) Legal Department request: Approve Amended Agreement with Barkes, Kolbus, Rife & Shuler, LLP

7) Legal Department request: Approve contract for 2025 Line Striping Project with CE Hughes Milling, Inc., d/b/a The Airmarking Co.

8) Legal Department request: Approve Resolution 2025-08, Declaring Surplus and Authorizing Disposal of Personal Property



9) Engineering Department request: Approve a lane restriction on Westwood Road for the majority of Monday, June 30, 2025, so NIPSCO to install a gas main

10) Engineering Department request: Authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: June 26, 2025
Subject: Float Festival requests – use of parks and street closure

On June 20, 2025, the Clerk-Treasurer's Office received the following email:

Lehmhaus Productions, LLC and Float Fest, headed by me, Scott Lehman, would like to officially request use of Millrace Park and Shanklin Park (for parking) as well as the Millrace Trail on Saturday, June 28, from 8 a.m.-9 p.m. for the musical event Float Fest. (Millrace trail until 10:30.). Official forms have been filled out with the City and with the Parks Department. Questions? Call Scott at 574-374-2634.

I, Scott Lehman, would also like to request a portion of Canal Street be closed on Saturday, June 28th, from 9 a.m., until 11 p.m. All neighbors affected have been talked to about this, and they agree to its closure. I request barricades to be placed in the locations shown on the map attached. One barricade would be at the corner of Plymouth and Canal, and the other would be on Canal, at Canal and the alley, in such a manner so that both 119 and 117 Canal Street houses could still get out of their driveways.

Thank you for your consideration, I will be at the meeting on Thursday to present these requests in person. I appreciate your help.

Float Fest is an annual celebration of the outdoor space and wonderful community we have here in Goshen, Indiana. In actual form and function, it is a moving, outdoor music festival, slowly floating through Goshen's Millrace district each summer. In broader scope, it is a community event that brings together outdoor enthusiasts, music enthusiasts, community members' homes, people from outside the community (through bands and attendees), business owners and the general community, young and old!

-Scott Lehman

Emerson

119

Plymouth

Church of

Home

stop #6

Wilson Ave

Canal St

Millrace Canal Trail

Stop #5



TO: Goshen Board of Public Works and Safety

FROM: Mattie Lehman, Board Chair, Goshen Farmers Market (501c3 - Community Sustainability Project)

RE: Road Closure Request for Goshen Farmers Youth Market on Saturday, July 5th and August 2nd from 7:30am - 1:00pm

Date: 06.26.25

The Goshen Farmers Market is requesting the closure of Washington St. from the S 2nd St. intersection east to the entrance of City Parking Lot M on Saturday, July 5th and August 2nd for special market days focused on youth vendors. The street closures would take place from 7am - 1:30pm to allow adequate set-up and tear down.

Street Department signs and barricades will be placed at Washington/3rd and Lincoln/2nd advising of the closure for the event duration.

The Market's activities will include food vendors, children's activities, and more.





Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: June 26, 2025
Subject: Pickleball Tournament request to use City parking lot

On June 12, 2025, the Clerk-Treasurer's Office received the following email:

Hello. My name is Thavisak (Tavi) Mounsithiraj with the Goshen Soccer Academy. In the past three years we have been hosting a Pickleball Tournament in the parking lot by Goshen Brewery Company, which has been a success for our community and surrounding communities. We would like to do that again this summer on Friday, August 22, 2025 and Saturday August 23, 2025

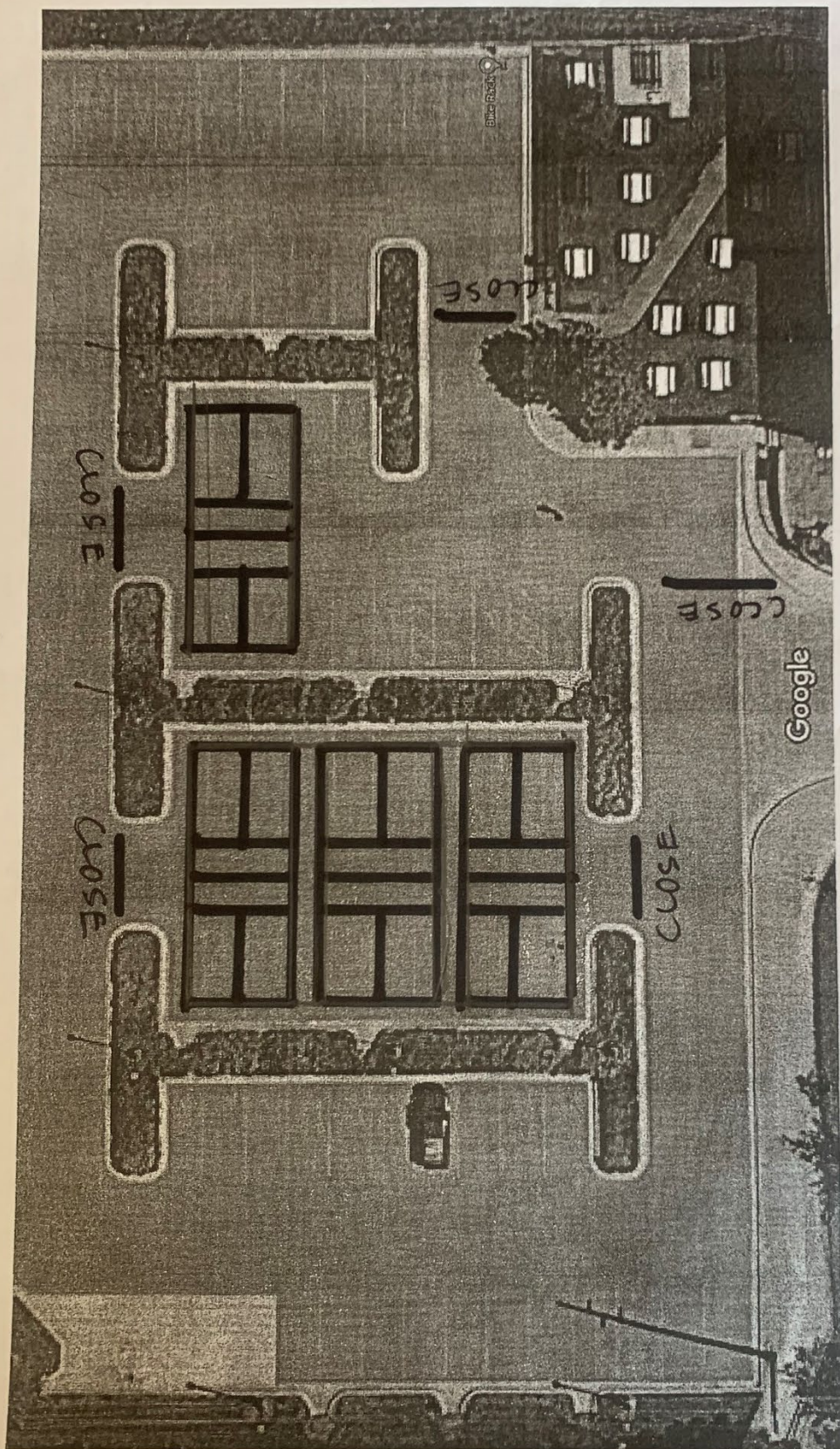
We would like to block off a portion of the parking lot starting on Friday morning at 8:00 a.m. until Saturday evening at 8:00 p.m.

Pickleball is a sport that is a combination of tennis, badminton and ping pong and it is one of the fastest growing sports in the country. The reason we are hosting this event on the cobblestone parking lot is because we want this to be the toughest pickleball tournament in the country.

Thank you and have a good day.

Tavi Mounsithiraj

Suggested Motion: Move to allow Goshen Soccer Academy to close the center portions of the West Washington Street parking lot to stage a pickleball academy from 8 a.m. August 22, 2025 through 8 p.m. August 23, 2025.



June 19, 2025

To the Goshen City Board of Works,

Lacasa, Inc. and Borntrager Inc are applying to temporarily place a crane in front of the Shoots building this coming Wednesday July 2, 2025 from 6:30- 10 AM. This will take up two street parking spots north of The Shoots Apartments at 112 E Lincoln Ave. The Crane's outriggers will project into the eastbound lane of Lincoln Ave., we will install barricades to divert traffic around the crane. The sidewalk in front of the building will also be closed during the lifting activity. We expect the crane to be set up at 6:30 AM on Wednesday 7/02 and be removed by 10 AM that same day.

We have notified the adjacent building owners and commercial tenants. ADEC will make other arrangements for their morning drop offs on Friday this week.

Sincerely,

Ashley Woodford

Ashley Woodford

Real Estate Development Coordinator

Lacasa, Inc.

Lacasa - Goshen
202 N. Cottage Ave.
Goshen, IN 46528
(574) 533-4450

Lacasa - Elkhart
516 S. Main Street
Elkhart, IN 46516
(574) 533-4450



Crane in front of Shoots Building; 112 E. Lincoln Ave.



Imagery ©2025 Airbus, Google, Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 20 ft

June 19, 2025

To the Goshen City Board of Works,

Lacasa, Inc. is requesting the temporary closure of the alley located East of the Shoots Building from Monday, July 7, 2025, through Friday, July 11, 2025. This closure is necessary for the masonry workers safety as they are scheduled to be on-site during this time.

We will provide appropriate signage and ensure continued access for emergency services and any affected residents, as needed. All required safety and compliance measures will be followed. Additionally, we have coordinated alternate arrangements for trash pickup and ADEC drop-offs during this time to minimize any disruption.

Thank you for your consideration.



Sincerely,
Ashley Woodford
Ashley Woodford
Real Estate Development Coordinator
Lacasa, Inc.



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

June 26, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: The removal and new build of the Environmental Center office building

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreements for the removal and new build of the Environmental Center office building. The total project will cost approximately \$34,457 and it is anticipated to be completed 60 days from the Notice to Proceed. The contractors and costs are broken down as follows:

Contractor	Description	Cost
Rent-a-Container	Rental of temporary office building	\$ 2447.00
L&M Electric, Inc.	Disconnect, removal, install and reconnect of electrical system	7040.00
Bill's Heating, Inc.	Disconnect, removal, install and reconnect of HVAC system	1930.00
Martins Mini Barns	Remove existing building, all materials and labor for new building	23,040.00
	Total	\$34,457.00

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreements with the above-mentioned contractors for removal and new build of the Environmental Center office building at an approximate cost of \$34,457 with an anticipated completion date of 60 days from Notice to Proceed.

AGREEMENT WITH BILL'S HEATING, INCC FOR THE HVAC WORK FOR THE ENVIRONMENTAL CENTER BUILDING

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Bill's Heating, Inc.** ("Contractor"), whose mailing address is 803 Linway Drive, Goshen, Indiana 46526 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 agreement, the parties agree as follows:

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen Enviro Center Building Specifications, attached to this Agreement as Exhibit A.
 - (2) Contractor's Proposal dated April 24, 2025, attached to this Agreement as Exhibit B.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments;
 - (2) The Goshen Enviro Center Building Specifications; and
 - (3) Contractor's Proposal dated April 24, 2025.

Section 2. Scope of Work

Contractor shall provide City the work necessary to disconnect the existing HVAC system in the current structure due to be removed, and reconnect the HVAC system in new building to be assembled on-site. This work is more particularly described in Contractor's April 24, 2025 proposal attached as Exhibit B (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit B, the terms set forth in this agreement shall prevail.

Section 3. Effective Date and Estimated Schedule

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

- (C) Parties agree to the order of operations for this project, attached as Exhibit C. Parties understand that completion of each stage of project relies on the timely completion of each stage. City shall remain in communication with Contractor for each stage of project as construction progresses.
- (D) Construction is anticipated to be complete within sixty (60) days of removal of existing building.
- (E) Contractor shall not be responsible for schedule delays caused by other contractors or NIPSCO relevant to this project.

Section 4. Compensation

- (A) City agrees to compensate Contractor a sum not to exceed One Thousand Nine Hundred Thirty Dollars (\$1,930) for performing all Duties.

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen Parks Department
c/o Building and Grounds
Attention: Jeff Halsey, Maintenance Manger
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com

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

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

Section 7. Inspection

All work shall be subject to applicable code inspections for new construction and adhere to all building inspection requirements.

Section 8. Warranty

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship 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 substantial 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 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 project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

Section 9. 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
- (C) 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.

Section 10. Non-Discrimination

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

Section 11. Employment Eligibility Verification

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

is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

Section 12. 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, the 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 agreement.

Section 13. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 14. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 15. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (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:
- (4) Workers Compensation and Employer's Liability - Statutory Limits
 - (5) 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 named as an additional insured.
 - (6) 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 named as an additional insured.
 - (7) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (8) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 16. 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.

Section 17. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, 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 Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 18. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, 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 agreement.

Section 19. Notice

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

City:	Contractor:
City of Goshen, Indiana Attention: Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528	Bill's Heating, Inc. Attention: Scott Miller 803 Linway Drive Goshen, IN 46526

Section 20. Subcontracting or Assignment

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

Section 21. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 22. Waiver of Rights

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

Section 23. Applicable Laws

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

Section 24. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 25. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 26. Binding Effect

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

Section 27. Entire Agreement

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

Section 28. Authority to Execute

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

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

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

Bill's Heating, Inc.

Gina M. Leichty, Mayor

Scott Miller, Owner

Date Signed: _____

Date Signed: _____

City of Goshen
Enviro Center Building
20100 CR 19
Goshen, IN. 46528

Specs

The City of Goshen is requesting a quote to build a shed/office for the Enviro Center. The building measures 12'x24' and is on a poured concrete stem wall foundation. The building currently consists of an office space that measures 12'x20' with a 12'x4' covered patio. The main section of the building has a crawl space underneath to house the HVAC, plumbing and well pump and is separated from the porch area. The City of Goshen will remove the electrical panel and conduit, HVAC ductwork and plumbing and the old structure. The new unit can either be build on or off site and must be placed on the foundation and secured as required by code. Arrangements can be made for a site visit, contact Jeff Halsey at (574)206-3111 or Doug Gadson at (574)202-4286.

Structure

- 2"x 4" walls
- 2"x 6" floor joists
- ¾" tongue and grove plywood
- Exterior walls sheeted with ½ OSB
- House wrap on exterior walls
- Vaper barrier between floor joists and decking

Exterior

Northside/Covered Porch

- 36" fiberglass 6 panel LH door centered with 2 holes for a (lockset done by the city)
- 2-24"x36" Vinyl sliding windows east and west of the door
- Railing around the porch with 48" steps centered pressure treated lumber

Westside

- 3-24"x36" vinyl sliding windows evenly spaced along the wall

Southside

- 1-22"x36" vinyl sliding window 16" from the westside wall

Eastside

- 1-24"x36" vinyl sliding window centered in the wall between the counter and bathroom wall

The exterior is to be covered with tan pro-rib metal siding with brown trim and the roof is to be brown pro-rib metal.

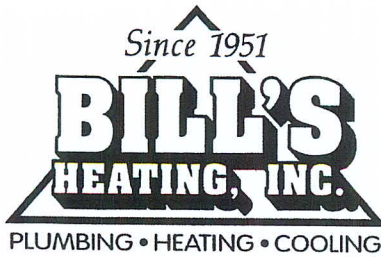
Interior

- Insulate walls R-13 and ceiling with R-30
- Cover walls and ceiling with ½" sanded plywood
- Trim out windows and doors with 1"x3" pine
- Build a 6'x 6' room in the southeast corner with a 32" LH hollow core door in the northwest corner
- Build a 2'x 8' 42" high counter with shelves on the southside attached to the east wall. The counter must be 4' back from the north wall and covered with a Formica countertop with a 2" overhang.
- Attic access above the electrical panel 2' x 3'

The City of Goshen will arrange the electrical and HVAC contractors during the process. If the structure is built on-site, we will schedule rough-ins. Building permit is at no cost and can be obtained at the Building Department, 204 E. Jefferson Street, Goshen, IN. 46528 1(574)534-1811

Quotes do by: March 28th at 3pm

Please send quote to jeffhalsey@goshencity.com and douggadson@goshencity.com



Bill's Heating, Inc.
803 Linway Drive
Goshen, IN 46526
574-533-2079
574-533-4373


EXHIBIT B

Estimate

Date	Estimate #
4/24/2025	113855

Page 1 of 1

Bill To Address	Job Location	Customer Phone: 765 479-3123	
GOSHEN ENVIRONMENTAL CENTER 475 STEURY AVE Goshen, IN 46528	GOSHEN ENVIRONMENTAL CENTER GOSHEN ENVIRONMENTAL CENTER 20100 CR 19 Goshen, IN 46526		
Description			
<p>DEMO</p> <ul style="list-style-type: none"> - Disconnect the existing mini split on the west side of the building. - Reclaim the refrigerant. - Customer to dispose of the old equipment. - Pump the refrigerant into the existing outdoor unit on the south side of the building. - Disconnect the furnace from the gas supply, duct system and thermostat. <p>AFTER CONSTRUCTION</p> <ul style="list-style-type: none"> - Reconnect the furnace to the duct system. - Reconnect the thermostat. - Reconnect the refrigerant tubing, pressurize the system, leak check, pull a vacuum. - Release the refrigerant into the system, run test check pressures and add refrigerant as needed. <p>Time and materials not to exceed \$1,930.00</p>			
Thank you!)

IMPORTANT TERMS AND CONDITIONS		
<p>All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in effect at the time of the work. Any alternative or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays that are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: Net 10 Days.</p>		
Management Approval:		Date: 4-24-25
<p>ACCEPTANCE OF PROPOSAL: By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes Bill's Heating, Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.</p>		
Client Authorization:		Date:

Environmental Center Schedule

- Delivery of temp unit
- Electrician to prep for temporary power
- Company to empty out the existing building
- NIPSCO to disconnect power
- NIPSCO/Electrician to connect temporary power
- Electric, HVAC and plumbing to be disconnected from the existing building
- Removal of old building and new building installed
- Rough-in electrical, HVAC and plumbing
- Insulate and finish interior
- Finish electrical, HVAC and plumbing
- Final inspection
- NIPSCO/electricians to disconnect temporary power and energize new building
- Company to move into the new building
- Removal of temp unit

AGREEMENT WITH L&M ELECTRIC, INC FOR THE ELECTRICAL WORK FOR THE ENVIRONMENTAL CENTER BUILDING

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **L&M Electric, Inc.** (“Contractor”), whose mailing address is 2702 Elkhart Road, Goshen, Indiana 46526 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 agreement, the parties agree as follows:

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen Enviro Center Building Specifications, and attached to this Agreement as Exhibit A.
 - (2) Contractor’s Proposal dated April 28, 2025, and attached to this Agreement as Exhibit B.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments;
 - (2) The Goshen Enviro Center Building Specifications; and
 - (3) Contractor’s Proposal dated April 28, 2025.

Section 2. Scope of Work

Contractor shall provide City the work necessary for the removal of the existing electrical system in the current structure due to be demolished, and install a new electrical system in new building to be assembled on-site. This work is more particularly described in Contractor’s April 28, 2025 proposal attached as Exhibit B (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit B, the terms set forth in this agreement shall prevail.

Section 3. Effective Date and Estimated Schedule

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

- (C) Parties agree to the order of operations for this project, attached as Exhibit C. Parties understand that completion of each stage of project relies on the timely completion of each stage. City shall remain in communication with Contractor for each stage of project as construction progresses.
- (D) Construction is anticipated to be complete within sixty (60) days of removal of existing building.
- (E) Contractor shall not be responsible for schedule delays caused by other contractors or NIPSCO relevant to this project.

Section 4. Compensation

- (A) City agrees to compensate Contractor the sum of Seven Thousand Forty Dollars (\$7,040) for performing all Duties.

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen Parks Department
c/o Building and Grounds
Attention: Jeff Halsey, Maintenance Manger
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com

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

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

Section 7. Inspection

All work shall be subject to applicable code inspections for new construction and adhere to all building inspection requirements.

Section 8. Warranty

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship 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 substantial 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 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 project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

Section 9. 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
- (C) 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.

Section 10. Non-Discrimination

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

Section 11. Employment Eligibility Verification

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

is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

Section 12. 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, the 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 agreement.

Section 13. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 14. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 15. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (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:
- (4) Workers Compensation and Employer's Liability - Statutory Limits
 - (5) 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 named as an additional insured.
 - (6) 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 named as an additional insured.
 - (7) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (8) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 16. 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.

Section 17. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, 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 Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 18. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, 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 agreement.

Section 19. Notice

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

City:	Contractor:
City of Goshen, Indiana Attention: Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528	L&M Electric, Inc. Attention: Nick Kovarik 272 Elkhart Road Goshen, IN 46526

Section 20. Subcontracting or Assignment

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

Section 21. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 22. Waiver of Rights

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

Section 23. Applicable Laws

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

Section 24. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 25. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 26. Binding Effect

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

Section 27. Entire Agreement

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

Section 28. Authority to Execute

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

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

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

L&M Electric, Inc.

Gina M. Leichty, Mayor

Nick Kovarik, Project Manager

Date Signed: _____

Date Signed: _____

EXHIBIT A

City of Goshen
Enviro Center Building
20100 CR 19
Goshen, IN. 46528

Specs

The City of Goshen is requesting a quote to build a shed/office for the Enviro Center. The building measures 12'x24' and is on a poured concrete stem wall foundation. The building currently consists of an office space that measures 12'x20' with a 12'x4' covered patio. The main section of the building has a crawl space underneath to house the HVAC, plumbing and well pump and is separated from the porch area. The City of Goshen will remove the electrical panel and conduit, HVAC ductwork and plumbing and the old structure. The new unit can either be build on or off site and must be placed on the foundation and secured as required by code. Arrangements can be made for a site visit, contact Jeff Halsey at (574)206-3111 or Doug Gadson at (574)202-4286.

Structure

- 2"x 4" walls
- 2"x 6" floor joists
- ¾" tongue and grove plywood
- Exterior walls sheeted with ½ OSB
- House wrap on exterior walls
- Vaper barrier between floor joists and decking

Exterior

Northside/Covered Porch

- 36" fiberglass 6 panel LH door centered with 2 holes for a (lockset done by the city)
- 2-24"x36" Vinyl sliding windows east and west of the door
- Railing around the porch with 48" steps centered pressure treated lumber

Westside

- 3-24"x36" vinyl sliding windows evenly spaced along the wall

Southside

- 1-22"x36" vinyl sliding window 16" from the westside wall

Eastside

- 1-24"x36" vinyl sliding window centered in the wall between the counter and bathroom wall

The exterior is to be covered with tan pro-rib metal siding with brown trim and the roof is to be brown pro-rib metal.

Interior

- Insulate walls R-13 and ceiling with R-30
- Cover walls and ceiling with ½" sanded plywood
- Trim out windows and doors with 1"x3" pine
- Build a 6'x 6' room in the southeast corner with a 32" LH hollow core door in the northwest corner
- Build a 2'x 8' 42" high counter with shelves on the southside attached to the east wall. The counter must be 4' back from the north wall and covered with a Formica countertop with a 2" overhang.
- Attic access above the electrical panel 2' x 3'

The City of Goshen will arrange the electrical and HVAC contractors during the process. If the structure is built on-site, we will schedule rough-ins. Building permit is at no cost and can be obtained at the Building Department, 204 E. Jefferson Street, Goshen, IN. 46528 1(574)534-1811

Quotes do by: March 28th at 3pm

Please send quote to jeffhalsey@goshencity.com and douggadson@goshencity.com



2702 Elkhart Road, Goshen IN 46526
Phone (574) 533-4633 Fax (574) 534-8323

PROPOSAL

TO: City of Goshen
202 S. 5th Street
Goshen, IN 46528
(574) 534-5691
E-Mail: jeffhalsey@goshencity.com

DATE: 04/28/2025

ATTN: JEFF

WE ARE PLEASED TO PROVIDE A QUOTE FOR THE FOLLOWING PROJECT:
ELECTRICAL INSTALL FOR ENVIRO CENTER NEW BUILDING

DESCRIPTION OF WORK:

REMOVAL OF EXISTING ELECTRICAL SYSTEM IN SHED THAT
IS BEING REMOVED FROM SITE. ROUGH-IN AND FINAL
ELECTRICAL ON NEW BUILDING BEING BUILT ON-SITE.

FIXTURES

- (4) 4' LED LOW PROFILE WRAPAROUND FIXTURE
(4,500 LUMEN, 4000K)
- (2) 2' LED LOW PROFILE WRAPAROUND FIXTURE
(3,000 LUMEN, 4000K)
- (2) LED WALL PACK WITH ADJUSTABLE LUMEN OUTPUT,
COLOR TEMPERATURE, & PHOTO CELL
- (1) MINI LED WALL PACK WITH ADJUSTABLE COLOR
TEMPERATURE AND PHOTOCELL (1,600 LUMEN)

DEVICES

- (2) 20 AMP OUTDOOR GFCI RECEPTACLE WITH IN-USE
COVER
- (1) 20 AMP GFCI RECEPTACLE

DEVICES (CONT.)

- (12) QUAD RECEPTACLES
- (3) 20 AMP SINGLE POLE SWITCH

MISC

- (1) T-STAT (RELOCATE EXISTING)
- (1) BATH FAN

NOTE: PRICING BASED ON EXISTING PANEL AND METER BASE TO BE
IN USABLE CONDITION

OVERALL TOTAL FOR ENTIRE PROJECT:

\$ 7,040.00

NOTES:

TAX NOT INCLUDED
PERMITS NOT INCLUDED
ANY REQUIRED UTILITY COSTS ARE NOT INCLUDED
TEMP POWER INCLUDED
PROJECT TO BE COMPLETED DURING NORMAL WORKING HOURS OF
7AM-4PM, MON-FRI
DUE TO CHANGING MATERIAL COSTS, THIS QUOTE WILL NEED TO
BE UPDATED IN 14 DAYS

Nick Kovarik

04/28/2025

Submitted by

Date

Accepted by

Date

Thank you for considering L&M Electric Inc. for your electrical project.

I, the undersigned, hereby agree that a finance charge of 1.5% per month will be added to any unpaid balance over thirty days from invoice date. I also agree that, in the event my account is not paid in full within thirty days and my account is placed with an attorney for collection, I will pay all reasonable costs of collection including court costs.

Environmental Center Schedule

- Delivery of temp unit
- Electrician to prep for temporary power
- Company to empty out the existing building
- NIPSCO to disconnect power
- NIPSCO/Electrician to connect temporary power
- Electric, HVAC and plumbing to be disconnected from the existing building
- Removal of old building and new building installed
- Rough-in electrical, HVAC and plumbing
- Insulate and finish interior
- Finish electrical, HVAC and plumbing
- Final inspection
- NIPSCO/electricians to disconnect temporary power and energize new building
- Company to move into the new building
- Removal of temp unit

PURCHASE, CONSTRUCTION, AND INSTALLATION AGREEMENT NEW ENVIRO CENTER OFFICE BUILDING

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2025, which is the last signature date set forth below, by and between **Martin’s Mini Barns** (“Supplier”), whose mailing address is 25707 SR 119, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Effective Date

The Agreement shall become effective on the day of execution and approval by both parties.

Section 2. Purchase

- (A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, supplies or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Enviro Center Building Specs” attached as Exhibit A.
- (B) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Exhibit A) or Supplier’s June 9, 2025 Proposal (Exhibit B-1), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Section 3. Assembly and Installation

- (A) Supplier shall provide and assemble all necessary exterior and interior components for a 12’x20’ building, including a 12’x4’ covered patio, according to the detailed specifications contained in Exhibit A, and further memorialized in Exhibit B-1, on site at the specified location at 20100 CR 19, Goshen, Indiana 46528.
- (B) The new building assembled shall be secured to the existing foundation per current building code requirements. Supplier shall obtain required building permits from City of Goshen Building Department, 204 E. Jefferson Street, Goshen, Indiana 46528. Building Permit costs are waived.
- (C) City will shall remove the old structure and any debris therefrom including electrical panel and conduit, HVAC ductwork and plumbing prior to delivery, assembly and installation of new building.

Section 4. Removal of Existing Building

Supplier shall remove old building once all utility services are disconnected and building is ready to be removed from the foundation for a fee of \$1,200 per Supplier’s June 9, 2025 Proposal marked as Exhibit B-2.

Section 5. Effective Date and Estimated Schedule

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Parties agree to the order of operations for this project, attached as Exhibit C. Parties understand that completion of each stage of project relies on the timely completion of each stage. City shall remain in communication with Contractor for each stage of project as construction progresses.
- (D) Construction is anticipated to be complete within sixty (60) days of removal of existing building.
- (E) Contractor shall not be responsible for schedule delays caused by other contractors or NIPSCO relevant to this project

Section 6. Purchase Price; Payment

- (A) City agrees to compensate Supplier for materials and labor in accordance with assembly of the building in the sum of Twenty-One Thousand Eight Hundred Forty Dollars (\$21,840).
- (B) In addition, City shall compensate Supplier the sum of One Thousand Two Hundred (\$1,200) for the removal of the old building.
- (C) The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen Parks Department
c/o Building and Grounds
Attention: Jeff Halsey, Maintenance Manger
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com

- (D) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (E) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 7. Inspection

- (A) City shall conduct final inspections upon notification that the building assembly is complete. If City determines, as a result of inspection, that the finished building does not conform to all requirements of this Agreement, City may at City's sole option and discretion require Supplier, at Supplier's sole cost, promptly to correct the defects to the non-conforming areas where practicable.

(B) When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:

- (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or
- (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.

(C) If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may terminate the Agreement for default.

(D) Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Section 8. Workmanship and Quality; Warranty

Unless otherwise stated in the Specifications, Supplier shall guarantee the work product for a period of one (1) year from date of completion. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

Section 9. Independent Contractor

Supplier shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. As such, Supplier is solely responsible for all taxes and none shall be withheld from the sums paid to Supplier. Supplier acknowledges that Supplier is not insured in any manner by City for any loss of any kind whatsoever. Supplier has no authority, express or implied, to bind or obligate City in any way.

Section 10. Non-Discrimination

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

Section 11. Employment Eligibility Verification

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

- (B) Supplier shall not knowingly employ or contract with an unauthorized alien, and Supplier shall not retain an employee or continue to contract with a person that the Supplier subsequently learns is an unauthorized alien.
- (C) Supplier shall require their subcontractors, who perform work under this contract, to certify to the Supplier 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. Supplier agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Supplier fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 12. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Supplier 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, the Supplier certifies that Supplier has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Agreement.

Section 13. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Supplier certifies that Supplier does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 14. Indemnification

Supplier shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against (1) any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Supplier or any of Supplier's agents, officers and employees; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which Supplier or any of Supplier's officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Supplier is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required, if any, under this Agreement.

Section 15. Insurance

- (A) Prior to commencing work, the Supplier 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. Supplier 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) Supplier 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 aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 16. 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.

Section 17. Default

(A) If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.

(B) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.

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

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.

- (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

Section 18. Termination

- (A) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (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 Agreement.

Section 19. Notice

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

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

Supplier:
Martin's Mini Barn
Attention: Anthony Martin
25707 SR 119
Goshen, IN 46526

Section 20. Subcontracting or Assignment

- (A) Supplier shall not subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
- (B) In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Section 21. Amendments

Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

Section 22. Waiver of Rights

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

Section 23. Applicable Laws

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

Section 24. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 25. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 26. Binding Effect

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

Section 27. Entire Agreement

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

Section 28. Authority to Bind Supplier

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

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

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

Martin's Mini Barns

Gina Leichty, Mayor

Anthony Martin, Owner

Date Signed: _____

Date Signed: _____

City of Goshen
Enviro Center Building
20100 CR 19
Goshen, IN. 46528

Specs

The City of Goshen is requesting a quote to build a shed/office for the Enviro Center. The building measures 12'x24' and is on a poured concrete stem wall foundation. The building currently consists of an office space that measures 12'x20' with a 12'x4' covered patio. The main section of the building has a crawl space underneath to house the HVAC, plumbing and well pump and is separated from the porch area. The City of Goshen will remove the electrical panel and conduit, HVAC ductwork and plumbing and the old structure. The new unit can either be build on or off site and must be placed on the foundation and secured as required by code. Arrangements can be made for a site visit, contact Jeff Halsey at (574)206-3111 or Doug Gadson at (574)202-4286.

Structure

- 2"x 4" walls
- 2"x 6" floor joists
- ¾" tongue and grove plywood
- Exterior walls sheeted with ½ OSB
- House wrap on exterior walls
- Vaper barrier between floor joists and decking

Exterior

Northside/Covered Porch

- 36" fiberglass 6 panel LH door centered with 2 holes for a (lockset done by the city)
- 2-24"x36" Vinyl sliding windows east and west of the door
- Railing around the porch with 48" steps centered pressure treated lumber

Westside

- 3-24"x36" vinyl sliding windows evenly spaced along the wall

Southside

- 1-22"x36" vinyl sliding window 16" from the westside wall

Eastside

- 1-24"x36" vinyl sliding window centered in the wall between the counter and bathroom wall

The exterior is to be covered with tan pro-rib metal siding with brown trim and the roof is to be brown pro-rib metal.

Interior

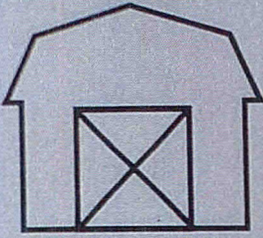
- Insulate walls R-13 and ceiling with R-30
- Cover walls and ceiling with ½" sanded plywood
- Trim out windows and doors with 1"x3" pine
- Build a 6'x 6' room in the southeast corner with a 32" LH hollow core door in the northwest corner
- Build a 2'x 8' 42" high counter with shelves on the southside attached to the east wall. The counter must be 4' back from the north wall and covered with a Formica countertop with a 2" overhang.
- Attic access above the electrical panel 2' x 3'

The City of Goshen will arrange the electrical and HVAC contractors during the process. If the structure is built on-site, we will schedule rough-ins. Building permit is at no cost and can be obtained at the Building Department, 204 E. Jefferson Street, Goshen, IN. 46528 1(574)534-1811

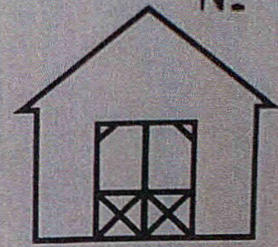
Quotes do by: March 28th at 3pm

Please send quote to jeffhalsey@goshencity.com and douggadson@goshencity.com

No 2354



25707 SR 119 • Goshen, IN 46526



4' Gambrel Sidewall • 7' Gambrel Sidewall • Doll House • Garden Barn • Atlantic 7' Side Wall • Mini/Double Garages • Shelters • Custom

Size: _____

20100 CR 19

Goshen City

Enviro Center building

Jeff 574-206-3111

6-9-25

good for 30 days

12x20 with 4' porch on gable

6" eave over hang

Steel sides and Roof 40 yr
with vapor on floor and walls

1-36x80 solid fiberglass door with dead Bolt

7-24x36 vinyl windows

Railing on porch with steps

Fiber glass ins walls and ceiling

R13 sides R19 ceiling

Sand 1/2 ply on walls

Steel white ceiling

Fram 6x6 Room with Door

1/2 in wall with plywood

8'x2' counter top with shelf

\$21,840.00

2x6 treated Joist

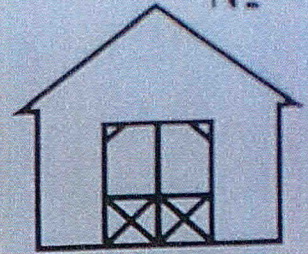
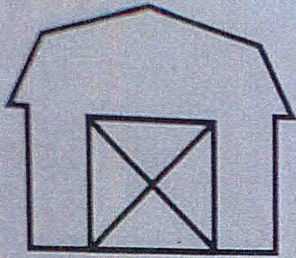
2x4 wall studs 16" o.c.

2x6 truss 2' o.c.

3/4" shed floor LPtg

40 yr steel

(Permit included)



25707 SR 119 • Goshen, IN 46526

4' Gambrel Sidewall • 7' Gambrel Sidewall • Doll House • Garden Barn • Atlantic 7' Side Wall • Mini/Double Garages • Shelters • Cust

Size: _____

6-9-25

Goshen city

Removal of the old building

Enviro Center building

All power has to be disconnected

\$1200.00

Environmental Center Schedule

- Delivery of temp unit
- Electrician to prep for temporary power
- Company to empty out the existing building
- NIPSCO to disconnect power
- NIPSCO/Electrician to connect temporary power
- Electric, HVAC and plumbing to be disconnected from the existing building
- Removal of old building and new building installed
- Rough-in electrical, HVAC and plumbing
- Insulate and finish interior
- Finish electrical, HVAC and plumbing
- Final inspection
- NIPSCO/electricians to disconnect temporary power and energize new building
- Company to move into the new building
- Removal of temp unit

AGREEMENT

ENVIRONMENTAL CENTER TEMPORARY OFFICE BUILDING

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **ModuGo, LLC dba Rent-A-Container, LLC** (“Contractor”), whose mailing address is 4000 N Peoria Road, Springfield, IL 62704, 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 agreement, the parties agree as follows:

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) Contractor’s Quote #10946 dated June 4, 2025, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments;
 - (2) Contractor’s Quote #10946 dated June 4, 2025.

Section 2. Scope of Services

Contractor shall deliver to City Environmental Center, located at 20100 CR 19, Goshen, Indiana 46528 one (1) 8’x20’ office container for short-term rental space during the construction of the new Environmental Center office building, which services are more particularly described in Contractor’s Quote #10946 dated June 4, 2025 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) The anticipated delivery date for the office container is July 7, 2025.
- (D) Parties agree that the office container shall remain at the Environment Center location for a term of sixty (60) days from the delivery date. Contractor further agrees to extend the term for thirty (30) days provided City gives a minimum fifteen (15) day notice to extend. Parties understand and agree that the term of stay for the temporary office container shall in no way exceed ninety (90) days from delivery date.

Section 4. Compensation

- (A) City agrees to compensate Contractor as follows for performing all Duties:

One-Time Delivery Charge	\$550.00
One-Time Pickup charge	\$550.00
Recurring Monthly Rental Charge (up to 3 months)	per month \$449.00
Total	not-to-exceed \$2,447.00

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen Parks Department
c/o Building and Grounds
Attention: Jeff Halsey, Maintenance Manger
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com

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

Section 6. 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. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

- (C) 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.

Section 7. Non-Discrimination

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

Section 8. 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, the 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 agreement.

Section 9. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 10. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 11. 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.

Section 12. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (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 services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 13. Termination

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

Section 14. Notice

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

City:

City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528
Email: brandytoms@goshencity.com

Contractor:

ModuGo, LLC dba Rent-A-Container, LLC
Attention: Lucas Jockisch
4000 N Peoria Road
Springfield, IL 62704
Email: lucas@rentacontainer.com

Section 15. Subcontracting or Assignment

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

Section 16. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 17. Waiver of Rights

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

Section 18. Applicable Laws

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

Section 19. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 20. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 21. Binding Effect

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

Section 22. Entire Agreement

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

Section 23. Authority to Execute

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

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

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

ModuGo, LLC dba Rent-A-Container, LLC

Gina M. Leichty, Mayor

Lucas Jockisch, Sales Representative

Date Signed: _____

Date Signed: _____

**QUOTE SUMMARY: 10946**

Date: 06/04/2025

Expiration: 06/11/2025

Feel free to reply to this email or give me a call at **217-685-1366** with any questions, changes, or if you would like to proceed with this order.

INFORMATION

Customer: Jeff Halsey Ship to: 20100 CR19 Goshen IN 46528
 Sales Representative: Billing Cycle: 28 Day
 Lucas Jockisch
[217-685-1366](tel:217-685-1366) Estimated Delivery: Avg. 5-7 Business Days.
lucas@rentacontainer.com Need sooner? Ask about expedited shipping

ORDER DETAILS

Product	Occurrence	Quantity	Unit Price	Total
8' X 20' Office Container	Per Cycle	1	\$449.00	\$449.00
Shipping for 8'X20' OFFICE	One Time	1	\$550.00	\$550.00
Pickup for 8'X20' OFFICE	One Time	1	\$550.00	\$550.00

TOTALS

Description	Total
Total One-time Charges	\$1,100.00
Total Recurring Charges	\$449.00
Sales Tax	TBD
Total Due Today	\$1,549.00

Notes: City of Goshen

MISSING SOMETHING?**ACCESSORY OPTIONS (RENT OR BUY)**

 Keyed Block Lock Rent: \$15.99 Buy: \$54.99	 Cargo Door Lock Rent: \$34.99 Buy: \$149.95	 Combination Padlock Rent: \$10.99 Buy: \$19.99	 HD Cargo Door Lock Rent: \$39.99 Buy: \$199.95
 20" x 20" Curb Ramp Rent: \$60.00 Buy: \$74.99	 36" x 36" Non-Slip Ramp Rent: \$129.00 Buy: \$634.99	 60" x 63" Non-Slip Ramp Rent: \$199.00 Buy: \$1,474.99	 29" x 24" Shed Ramp Rent: \$49.00 Buy: \$115.99

*All pricing is estimated until final calculation during checkout. The estimates for rental and delivery are based on address / zip code provided and assumed 3 billing cycles minimum. No offer is binding on RENT-A-CONTAINER until customer completes the checkout process. Any applicable taxes will be assessed to the customer during



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

June 26, 2025

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Amended Agreement with Barkes, Kolbus, Rife & Shuler, LLP

It is recommended that the Board approve and authorize the Mayor to execute the attached Amended Agreement with Barkes, Kolbus, Rife & Shuler, LLP for the provision of legal services. This amendment will extend the term of the present agreement an additional six months through June 30, 2026, and it adjusts how the compensation is paid for an attorney to act as Planning and Zoning Attorney beginning in July. In addition, the hourly rates for the legal services that are not otherwise covered by the Assistant City Attorney or the Planning and Zoning Attorney positions are increased 5% effective January 1, 2026.

Suggested Motion:

Approve and authorize the Mayor to execute the Amended Agreement with Barkes, Kolbus, Rife & Shuler, LLP for the provision of legal services.

AMENDED AGREEMENT
With Barkes, Kolbus, Rife & Shuler, LLP
For Provision of Legal Services

THIS AMENDED AGREEMENT is made and entered into on June ____, 2025, between the City of Goshen, Indiana, hereinafter referred to as “City”, and the law firm of Barkes, Kolbus, Rife & Shuler, LLP, hereinafter referred to as “BKRS”.

WHEREAS City and BKRS entered into an Agreement on November 11, 2024 for BKRS to provide City with legal services for calendar year 2025.

WHEREAS the parties wish to extend the term of the Agreement through June 30, 2026 and amend the terms under which the legal services will be provided.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual covenants to be kept and performed, the City and BKRS agree as follows:

Section 1. EMPLOYMENT

City agrees to employ and BKRS agrees to accept employment upon the terms and conditions of this Agreement.

Section 2. TERM

The term of this Agreement became effective on January 1, 2025, and shall continue through June 30, 2026, unless this Agreement is otherwise terminated in accordance with Section 13.

Section 3. COMPENSATION

- A. City will pay a bi-weekly salary to James W. Kolbus, a partner in the law firm of BKRS, to act as Planning and Zoning Attorney. The bi-weekly salary paid to Kolbus to perform the services rendered by him under Section 4, Paragraph A of this Agreement shall be the amount as set forth in the annual ordinance adopted establishing the compensation for civil city and utilities employees. As additional compensation to Kolbus, City will provide Kolbus with medical insurance on the same terms and conditions as medical insurance is provided to full-time employees of the City of Goshen, and City agrees to pay for Kolbus’s membership in the Indiana Municipal Lawyers Association. City will pay Kolbus the bi-weekly salary, or prorated portion thereof, and provide medical insurance benefits through July 5, 2025.
- B. City will pay wages to Donald R. Shuler, a partner in the law firm of BKRS, to act as Assistant City Attorney. The hourly rate paid to Shuler to perform the services rendered by him under Section 4, Paragraph B of this Agreement shall be the amount set forth in the annual ordinance adopted establishing the compensation for civil city and utilities employees. Shuler will typically work twenty (20) hours per week in the Legal Department portion of the City Annex Building, on average, and provide the services described in Section 4, Paragraph B during such time.
- C. Effective July 1, 2025 through June 30, 2026, City will pay BKRS the monthly rate of Two Thousand Six Hundred Twenty-two Dollars (\$2,622) for an attorney to provide the services under Section 4, Paragraph A, items (1)-(3).
- D. BKRS will be paid at the rate of Two Hundred Twenty-two Dollars (\$222) per hour for all services rendered on behalf of the City or its departments, provided such services are not covered by the salary paid to James W. Kolbus pursuant to Section 4, Paragraph A, nor covered by the hourly rate paid to Donald R. Shuler pursuant to Section 4, Paragraph B of this Agreement. Effective January 1, 2026, the hourly rate for services under this paragraph shall increase to Two Hundred Thirty-three Dollars (\$233).

- E. BKRS will be paid at the rate of Two Hundred Seventy-six Dollars (\$276) per hour for projects where City's legal fees are paid from a non-City funding source. Effective January 1, 2026, the hourly rate for services under this paragraph shall increase to Two Hundred Ninety Dollars (\$290).
- F. BKRS will be reimbursed for all expenses incurred in rendering services to the City, including, but not limited to filing fees, long distance telephone calls, deposition costs, and other costs which are reasonably incidental to the rendering of legal services on behalf of the City.
- G. BKRS will be reimbursed for expenses to attend any seminar or training session, including the costs of the seminar, meals, lodging and transportation if attendance is approved by the Board of Public Works and Safety or Mayor.

Section 4. DUTIES

- A. In exchange for the salary paid to James W. Kolbus through July 5, 2025, and the monthly compensation paid to BKRS effective July 1, 2025, an attorney of BKRS will render the following services:
 - (1) Attend meetings of the City Plan Commission.
 - (2) Attend meetings of the Board of Zoning Appeals ("BZA").
 - (3) Give general legal advice to the members of the City Planning Commission and members of the BZA on matters before the Plan Commission or BZA.
 - (4) Attend two (2) days of seminars or training sessions if requested or approved by the Mayor or Board of Public Works and Safety.
- B. In exchange for the wages paid to Donald R. Shuler, he will provide legal services as follows:
 - (1) Provide legal representation and services to the Redevelopment Commission and Redevelopment Department.
 - (2) Provide legal services for Civil City, Utilities, and other departments as assigned by the City Attorney.
 - (3) The expectation is that these services will require twenty (20) hours a week on average.
 - (4) These services do not include any services described in Section 5 of this Agreement.

Section 5. HOURLY BILLED SERVICES

In addition to the duties covered in Section 4, BKRS may be assigned the following duties for which additional compensation will be paid on an hourly basis in accordance with this Agreement, provided that such services are not covered under Section 4 of this Agreement.

- A. Prosecution of violations of city ordinances.
- B. Examine title searches, and abstracts, prepare documents, negotiate and draft real estate contracts and leases and attend real estate closings to the extent that such are required in any public work, including opening, closing or changing any street, alley or public place.
- C. Prepare ordinances requested or authorized by Mayor or a board of the City.
- D. Review newly enacted state legislation and update any affected ordinance.
- E. Represent the City in litigation, threatened or filed, on behalf or against the City or a board of the City.

- F. Any legal work rendered on behalf of a board of the City other than attendance at regular meetings, including, but not limited to attendance and work related to administrative hearings of the board.
- G. Participate in the negotiation of the employment or union contracts of City employment if requested to do so by Mayor.
- H. The collection of monies owed to the City.
- I. Trips made outside the city on the City's behalf and at the request of the Mayor, City Attorney, or a board of the City.
- J. Services performed in litigation and administration of City water and sewage utilities, including rate change requests.
- K. Legal services rendered in connection to the issue or sale of general obligation bonds or revenue bonds for City utilities or other entities.
- L. Services rendered to the Board of Zoning Appeals or Planning Commission other than attending regular meetings, including rendering general legal opinions and preparation and/or review of ordinances affecting planning and zoning.
- M. Draft contracts for execution by City or its various departments.
- N. Attend meetings of the Aviation Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
- O. Attend meetings of the Cemetery Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
- P. Attend meetings of the Park Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
- Q. A matter assigned or authorized by a Board of the City, the Mayor, or the City Attorney.

Section 6. NOTICES

Any notice required or desired to be given under this Agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and BKRS at Barkes, Kolbus, Rife & Shuler, LLP, 118 North Main Street, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

Section 7. WAIVER OF BREACH

No waiver of a breach under this Agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

Section 8. CONFLICTS

BKRS agrees not to accept any other employment if that employment would put BKRS in a position to be in conflict with the interests of the City without the written consent of City. When such conflict first becomes apparent, BKRS agrees to advise the City of the conflict immediately upon discovery.

Section 9. ASSIGNMENT

Neither party can assign or delegate its duties or obligations under this Agreement without the written consent of the other party.

Section 10. MODIFICATIONS

The terms of this Agreement may not be altered except in writing signed by the party against whom enforcement of the waiver, modification or extension is sought.

Section 11. EMPLOYEE ELIGIBILITY VERIFICATION

BKRS shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. BKRS shall not knowingly employ or contract with an unauthorized alien. BKRS shall not retain an employee or continue to contract with a person that BKRS subsequently learns is an unauthorized alien. BKRS shall require any subcontractor, who performs work under this contract to certify to BKRS 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. BKRS agrees to maintain this certification throughout the duration of the term of a contract with any subcontractor. BKRS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Section 12. NON-DISCRIMINATION

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

Section 13. TERMINATION OF AGREEMENT

- (A) This Agreement may be terminated by either party giving the other party written notice of the party's intent to terminate at least thirty (30) days prior to the termination effective date. BKRS will be compensated for all services rendered prior to the effective date of termination.
- (B) The City may terminate the Agreement if BKRS fails to cure a breach of this Agreement no later than thirty (30) days after being notified by the City of a breach of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Amended Agreement as set forth below.

Barkes, Kolbus, Rife & Shuler, LLP

City of Goshen, Indiana
Board of Public Works and Safety

James W. Kolbus, Partner

Gina M. Leichty, Mayor

Donald R. Shuler, Partner

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 26, 2025

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Contract for 2025 Line Striping Project with CE Hughes Milling, Inc., d/b/a The Airmarking Co.

The City solicited proposals for the 2025 Line Striping Project in accordance with I.C. § 36-1-12-4.9 and I.C. § 5-22-6. Solicitations were sent to four contractors, and the following proposal was received from CE Hughes Milling, Inc., d/b/a The Airmarking Co.:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Line, Traffic Paint, Solid, Yellow, 4 in	270,352	LFT	.20	\$54,070.40
2	Line, Traffic Paint, Broken, Yellow, 4 in	1	LFT	.25	\$ 0.25
3	Line, Traffic Paint, Solid, Yellow, 6 in	1	LFT	.30	\$ 0.30
4	Line, Traffic Paint, Solid, White, 4 in	180,228	LFT	.20	\$36,045.60
5	Line, Traffic Paint, Broken, White, 4 in	1	LFT	.25	\$ 0.25
6	Line, Traffic Paint, Solid, Yellow, 8 in	1	LFT	.40	\$ 0.40
Total Cost					\$90,117.20

It is recommended that the Board approve and authorize the Mayor to execute the attached Contract with CE Hughes Milling, Inc., d/b/a The Airmarking Co. Payment to the contractor will be based on the above unit prices for the work items and the actual number of units used for each work item.

Suggested motion:

Move to approve and authorize the Mayor to execute the Contract with CE Hughes Milling, Inc., d/b/a The Airmarking Co. for 2025 Line Striping Project.

**CITY OF GOSHEN, INDIANA
CONTRACT FOR**

PROJECT: 2025 Line Striping

THIS CONTRACT ("Contract") is entered into on _____, 2025, which is date of the last signature set forth on the signature page, by and between **CE Hughes Milling, Inc., DBA The Airmarking Company** ("Contractor"), whose address is PO Box 526, 1544 N. State Road 25, Rochester, IN 46975, 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 (hereinafter "Project"). The Project includes the installation of permanent pavement markings upon the City roadways, in accordance with the General Provisions and Project Specifications for such work that are made a part of and attached to this Contract.
- (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, 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 day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall carry out all Work expeditiously with adequate work forces and shall complete the Project by September 30, 2025.

3. Compensation; Payment.

- (A) City shall pay Contractor for the performance of the Work under this Contract based on the Contractor's established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s) or change order(s), if any, is \$90,117.20.
- (B) Payment to Contractor will be based on the unit prices for the work items and the actual number of units used. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.
- (C) 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.
- (D) 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 Street Department
475 Steury Avenue
Goshen, IN 46528

- (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 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.
- (F) 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.

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.
9. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, 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.
10. **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.
 - (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. The City of Goshen is to be named 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 named as an additional insured.
 - (4) Excess Umbrella Coverage - \$2,000,000 each occurrence
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 party affected 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.
13. **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 General Provisions and Project 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.

16. Change Orders.

- (A) If in the course of the work it becomes necessary to change or alter the original specification documents, 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 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. **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: CE Hughes Milling, Inc., DBA The Airmarking Company
PO Box 526
1544 N. State Road 25
Rochester, IN 46975
Email: nick@airmarking.com
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. **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

**CE Hughes Milling, Inc.,
DBA The Airmarking Company**

Gina M. Leichty, Mayor

Caroline Hughes, President

Date: _____

Date: _____

GENERAL PROVISIONS

Line Striping Project

- 1. Work Included.** The Work shall include all supervision, labor, materials, equipment, services, and other components necessary for, or incidental to, the successful completion of the Project in a timely, professional, and workmanlike manner.
- 2. Work Schedule.**
 - a. The Contractor shall submit to the Goshen Street Commissioner for acceptance a proposed Work schedule detailing the timeframe(s) and order of Work. The proposed Work schedule shall be submitted within two (2) weeks following the Contract award. The Work schedule shall show sequence, including the start date(s), duration(s), and completion date(s), and it shall demonstrate an orderly and timely progress of Work so that the Project is completed on or before the completion date.
 - b. Once the Contractor mobilizes on the Project, a progressive effort shall be maintained to complete the Work in accordance with the approved Work schedule and to complete the entire Project on or before the completion date.
- 3. Hours of Work.**
 - a. Contractor shall perform all Work on this Project between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding legal holidays.
 - b. 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 or inspect the Work.
- 4. Traffic Control & Accessibility.**
 - a. Traffic control for this Project shall be performed in accordance with the 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. Contractor may, at his own expense, close one or more lanes of traffic or close a street and detour traffic during construction, provided the following conditions are met:
 - i. If the street is not closed, adequate driving lanes shall be left open to allow traffic passage around the Work.
 - ii. If the street is closed and traffic detoured, notification shall be given to affected residents and businesses at least 24 hours prior to closing.
 - iii. Sufficient flagmen, flashers, barricades, warning devices, or other equipment shall be provided to ensure the safety of the traveling public.
 - iv. The restricted traffic lanes or closed streets shall be reopened, if feasible, when Work is not taking place.

- v. Prior approval from the Street Department of proposed lane closings, street closings, and detour routes shall be obtained, and the Contractor shall give proper notification of such to the police and fire communication center (574-533-4151), Goshen Community Schools (574-533-7176), and Borden Waste-A-Way (574-293-5001).
- vi. Contractor shall be responsible for any damage to pavement, curb, or structures caused by the Contractor, Contractor's agents, or by traffic which was diverted during the Work.

5. Materials and Workmanship.

- a. All workmanship, equipment, materials, and/or articles incorporated in the Work shall be as specified in the project specifications, be 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.
- b. Contractor shall submit the manufacturer's product data, instructions, recommendations, and certifications to the City for review and approval prior to the start of Work.

6. Inspections. City shall have the right to reject equipment, materials, articles, and/or workmanship and require the correction or replacement of equipment, materials, articles, or workmanship which are defective or do not conform to the requirements of the project specifications. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City. 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. Job Site Safety.

- a. It is the Contractor's responsibility to enforce compliance with any protective measures indicated in these specifications and as required by local, state and federal rules or regulations.
- b. 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 means, manner and methods of performing the Work remain the sole responsibility of the Contractor. During the performance of the Work for this Project, 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.
- c. The wearing of suitable reflective safety vests and hardhats by all workers on the Project shall be mandatory. The requirements shall apply to truck drivers, suppliers, and equipment operators who are outside of their vehicles within the Project limits.

PROJECT SPECIFICATIONS

2025 Line Striping Project

The Work for this Project shall consist of furnishing and installing, or removing, pavement traffic markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), the latest edition of the Indiana Department of Transportation (INDOT) Standard Specifications, and these Project Specifications. The MUTCD and INDOT Standard Specifications are incorporated into these Project Specifications by reference. A copy of INDOT Standard Specifications, Section 808, Pavement Traffic Markings, is attached hereto. If any provision of the Project Specifications conflict with the MUTCD or the INDOT Standard Specifications, then the Project Specifications shall control.

When the INDOT Standard Specifications make reference to the “District Traffic Engineer” or “Engineer,” the phrase “Goshen Street Commissioner” shall be substituted.

When the INDOT Standard Specifications make reference to the “District Traffic Section” or “Department,” the phrase “Goshen Street Department” shall be substituted.

For the purposes of this Project, all Work is being performed on local City of Goshen roadways under the City of Goshen’s jurisdiction. No Work is being performed on the state highway system which is under the jurisdiction of INDOT. Control points are required with paint markings to identify separation between City of Goshen roadway markings and any INDOT approaches. The City is not responsible for INDOT approach pavement markings.

All Work involves the installation of permanent pavement markings upon the City roadways within the striping limits listed in Exhibit 1. For this Project, the Work includes the painting over existing center lines, gore area outlines, edge lines, and turn lane lines.

The pavement marking materials shall consist of traffic paint and beads. The color and durability requirements shall be met for a minimum of 90 days after application.

This Project does NOT include durable pavement marking materials; the removal of pavement markings; and the installation or removal of snowplowable raised pavement markers.

All Work for this Project is to be completed on or before September 30, 2025.

Basis of Proposals

- (1) A Respondent’s proposal for the Project shall be based on established unit prices for the work items. The quantities for each work item stated on the proposal form are estimates only. The estimated quantities for a work item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparing proposals and determining the lowest cost. A Respondent shall extend unit prices where required. In the event there is an error in the extension of prices, the unit price shall govern.
- (2) The actual number of units used in the Project may be more or less than the estimated quantities. Payment to Contractor will be based on the unit prices for the work items and the actual number of units used for that work item. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.
- (3) The price(s) include all costs necessary to provide for all supervision, labor, materials, equipment, services, and other components necessary for, or incidental to, the successful completion of the Project in a timely, professional, and workmanlike manner. The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt.

EXHIBIT 1
2025 Line Striping

ROAD NAME	STRIPING LIMITS	EST. LFT YELLOW	EST. LFT WHITE
Wilden Ave.	Elkhart River to Wakefield Dr.	19,993	22,755
Midway Rd.	US33 to CR113	7,736	812
Ferndale Rd.	US33 to Willows Way	5,554	1,384
County Home Rd.	Midway Rd. to Ferndale Rd.	7,405	1,588
Peddler's Village Rd. 1	Wilden Ave. to US 33	1,070	1,000
Peddler's Village Rd. 2	US 33 to point 1800 ft West	2,423	3,350
Peddler's Village Rd. 3	CR 17 to City Limits (Weaver Woods)	2,500	2,360
Bashor Rd.	Chicago Ave. to Old CR17	5,468	5,174
Chicago Ave.	Bashor Rd. to Lincoln Ave.	9,874	1,175
Beaver Lane	Wilden Ave. to Bashor Rd.	1,012	818
Greene Rd.	Wilden Ave. to SR119	22,000	700
Berkey Ave.	Dewey Ave. to West City Limits	7,100	0
Lincoln Ave. 1	Greene Rd. East to Railroad	18,422	6,954
Indiana Ave. 1	Pike St. to Chicago Ave.	2,249	0
Indiana Ave. 2	Pike St. to SR119	10,104	1,186
Indiana Ave. 3	SR119 to CR36	2,574	5,390
Olive St.	Lincoln Ave. to Middlebury St.	3,000	0
Clinton St. 1	Old CR17 to Riverside Dr.	13,084	12,394
Clinton St. 2	2nd St. to 6th St.	2,600	0
Washington St.	2nd St. to 6th St.	2,560	50
2nd St.	Washington St. to Wilkinson St.	3,037	366
Jefferson St.	3rd St. to 6th St.	2,030	0
Middlebury St.	Main St. to Zollinger Rd.	2,673	71
Madison St.	Main St. to US33	6,000	600
Blackport Dr.	Lincoln Ave. to Monroe St.	4,876	7,218
Monroe St.	US33 to Fair Grounds Gate 5	6,772	12,153
Purl St.	5th St. to 9th St.	5,000	0
South 8th St.	Lincoln Ave. to College Ave.	15,000	0
South 15th St.	College Ave. to Eisenhower Dr.	2,861	8,176
College Ave.	Main St. to Railroad East of Century Dr.	17,361	17,253
Eisenhower Dr. North	US33 to Dierdorff Rd.	3,000	6,000
Industrial Park Dr	Eisenhower Dr to Kercher Dr	2,000	0
Messick Dr	Eisenhower Dr to Kercher Dr	700	0
Dierdorff Rd.	College Ave. to Waterford Mills Pkwy.	14,314	18,146
CR 27	CR42 to 90' curve North side of Airport	2,868	6,822
CR 42	US33 to CR27	9,321	20,566
Regent St.	Dierdorff Rd. to CR40	12,788	622
Weymouth Blvd.	Kercher Rd. to Regent St.	3,722	0
Waterford Mills Pkwy.	Main St. to Dierdorff Rd.	9,301	15,145
Estimated Totals		270,352	180,228

The cost of the pole; lowering system including winch assembly, power cable, and support cable; concrete pad; luminaire ring; anchor bolts and nuts; lightning rod assembly; grounding system; and all incidental materials necessary to complete the installation shall be included in the cost of high mast tower. The cost of excavation, concrete, sleeves for cable-duct, non-metal pipe, reinforcing bars, backfill, finish grading, and sodding shall be included in the cost of lighting foundation.

- 890 The cost of wood poles, multiple relay switches, service cabinet, photocells, photocell receptacles, weatherhead, conduit, and other miscellaneous items shall be included in the cost of the service point.

The cost of lamps, LED arrays, plasma emitters, drivers, optical systems, weatherproof housings, surge protection devices, electrical connections, and installation of the luminaire on the pole shall be included in the cost of luminaire.

- 900 The cost of snap-on coverings in light pole bases and waterproof coverings in underground handholes shall be included in the cost of multiple compression fitting.

The cost of maintaining highway illumination during the life of the contract and the preparation and transmittal of as-built drawings shall be included in the cost of other pay items.

SECTION 808 – PAVEMENT TRAFFIC MARKINGS

808.01 Description

This work shall consist of furnishing and installing, or removing, pavement traffic markings and snowplowable raised pavement markers in accordance with the MUTCD, these specifications and as shown on the plans. Markings shall be installed as required unless written approval is obtained from the District Traffic Engineer to make modifications at specific locations.

10

MATERIALS

808.02 Materials

Materials shall be in accordance with the following:

	Beads	921.02(e)
	Cones	801.08
	Multi-Component	921.02(c)
	Preformed Plastic	921.02(b)
	Snowplowable Raised Pavement Markers.....	921.02(d)1
20	Thermoplastic	921.02(a)

A Certification, Other, in accordance with 916, shall be provided by the manufacturer that certifies the paint meets all IDEM and EPA regulatory requirements for VOC levels and lead, chromium or other heavy metals.

CONSTRUCTION REQUIREMENTS

808.03 General Requirements

- 30 Permanent pavement markings shall be placed on the surface course in a standard pavement marking pattern. Center lines shall be placed on two-way two-lane roads, lane lines shall be placed on multi-lane divided roads, and both center lines and lane lines shall be placed on multi-lane undivided roads.

- 40 The pavement shall be cleaned of all dirt, oil, grease, excess sealing material, excess pavement marking material and all other foreign material prior to applying new pavement traffic markings. New paint pavement markings may be placed over sound existing markings of the same color. New thermoplastic, preformed plastic, or multi-component markings may be applied over sound existing markings of a compatible type if allowed by manufacturer's recommendations, a copy of which shall be supplied to the Engineer prior to placement; otherwise, existing markings shall be removed in accordance with 808.10 prior to placement of the new markings. Removal of pavement marking material shall be in accordance with 808.10. The pavement surface shall be dry prior to applying pavement traffic markings.

- 50 Control points required as a guide for pavement traffic markings shall be spotted with paint for the full length of the road to be marked. Control points along tangent sections shall be spaced at a maximum interval of 100 ft. Control points along curve sections shall be spaced so as to ensure the accurate location of the pavement traffic markings. The location of control points will be subject to approval prior to the pavement traffic marking application.

808.04 Longitudinal Markings and Milled Corrugations

All longitudinal lines shall be clearly and sharply delineated, straight and true on tangent, and form a smooth curve where required. Lines shall be square at both ends, without mist, drip or spatter.

- 60 A solid line shall be continuous. A broken line shall consist of 10 ft line segments with 30 ft gaps. A dotted line shall consist of 3 ft line segments with 9 ft gaps unless otherwise indicated on the plans.

All lines shall be gapped at intersections unless otherwise specified or directed.

The actual repainting limits for no-passing zone markings will be determined by the Engineer.

A new broken line placed over an existing broken line shall laterally match the existing broken line, and the new line segments shall not extend longitudinally more

- than 10% beyond either end of the existing line segments. A new dotted line placed over an existing dotted line shall laterally match the existing dotted line, and the new
 70 line segments shall not extend longitudinally more than 6 in. beyond either end of the existing line segments.

(a) Center Lines

- Center lines shall be used to separate lanes of traffic moving in opposite directions. All center line markings shall be yellow in color and 6 in. in width on the state highway system, and 4 in. wide on all other roads. They shall be placed such that the edge of the marking, nearest to the geometric centerline of the roadway, shall be offset 3 in. from the geometric centerline on the state highway system and 3 in. on all other roads unless a different offset is approved by the Engineer.
 80

The center line of a multi-lane roadway shall be marked with a double solid line. The two lines forming the double solid line shall be spaced 6 in. apart on the state highway system, 6 in. apart on all other roads, and shall be equally offset on opposite sides of the geometric centerline unless a different spacing is approved by the Engineer.

The center line of a two-lane, two-way roadway, where passing is allowed in both directions, shall be marked with a broken line.

- 90 The center line of a two-lane, two-way roadway, where passing is allowed in one direction only, shall be marked with a double line, consisting of a broken line and a solid line. The broken line and the solid line shall be spaced 6 in. apart on the state highway system, 6 in. apart on all other roads, and shall be equally offset on opposite sides of the geometric centerline unless a different spacing is approved by the Engineer. The solid line shall be offset toward the lane where passing is prohibited. The broken line shall be offset toward the lane where passing is allowed.

- The center line shall be placed within the milled corrugation when center line rumble stripes are specified. Placement of the center line marking in the milled
 100 corrugation does not alter the pavement marking performance requirements of 808.07.

(b) Lane Lines

Lane lines shall be used to separate lanes of traffic moving in the same direction. Normal width lane line markings shall be white in color and shall be 6 in. wide on the state highway system, and 4 in. wide on all other roads. They shall be offset 4 in. to the right of longitudinal pavement joints or divisions between traffic lanes.

- Wide lane lines for lane drops, route splits, or auxiliary lanes shall be white in color and shall be 10 in. wide on the state highway system, and 8 in. wide on all other
 110 roads. White solid lines shall be used to mark lane lines only when specified or directed.

(c) Edge Lines

Edge lines shall be used to outline and separate the edge of pavement from the shoulder. Edge line markings shall be 6 in. in width on the state highway system, and 4 in. wide on all other roads. The edge lines shall be placed such that the edge of the marking nearest the edge of the pavement shall be offset 4 in. from the edge of the pavement except as otherwise directed. Right edge lines shall be marked with a white solid line and left edge lines shall be marked with a yellow solid line.

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The edge line shall be placed in the milled corrugation when edge line rumble stripes are specified. Placement of the edge line marking in the milled corrugation does not alter the pavement marking performance requirements of 808.07.

(d) Barrier Lines

Barrier lines shall be used as specified or directed. Barrier line markings shall be solid lines of the size and color specified or as directed.

(e) Markings in Retrofitted Corrugations

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In sections where corrugations are being placed in the existing surface, all existing pavement markings shall be removed in accordance with 808.10 and any existing sealants shall be removed by routing or grinding. Temporary pavement markings placed in accordance with 801.12 shall be offset a sufficient distance from the longitudinal joint so as to not obstruct the installation of the corrugations or the application of the liquid asphalt sealant.

140

The Contractor shall make a record of the existing pavement marking locations so that such markings may be replicated later with the appropriate adjustments for edge line rumble stripes. This record shall show longitudinal and transverse dimensions. The record shall be submitted to, and is subject to approval by the District Traffic Engineer prior to the removal of existing pavement markings. The District Traffic Section shall be notified two weeks prior to applying pavement markings to allow the District Traffic Section time to verify the pavement marking plan.

808.05 Transverse Markings and Pavement Message Markings**(a) Transverse Markings**

150

Transverse marking lines shall be used as specified or directed to delineate channelizing lines, stop lines, crosswalk lines, and parking lines. Parking lines for ADA accessible parking spaces shall be 4 in. wide and blue in color. Unless otherwise specified or directed, all other parking lines shall be 4 in. wide and white in color. All other transverse markings shall consist of all necessary lines, of the width specified or directed and shall be in accordance with the MUTCD.

(b) Pavement Message Markings

Pavement message markings shall be used as specified or directed for railroad crossing approaches, intersection approaches, crosswalk approaches, ADA accessible parking space symbols, and other messages applied to the pavement with pavement

160 marking material. The markings shall consist of all necessary lines, words, and symbols as specified or directed, and shall be in accordance with the MUTCD.

808.06 Curb Markings

Curb markings shall consist of reflectorized paint which shall cover the face and top of the curb.

The existing curb and gutter area shall be cleaned of dirt, dust, oil, grease, moisture, curing compound, and unsound layers of other materials before paint is applied to the curb surface.

170 808.07 Pavement Marking Material Application, Equipment, and Performance Requirements

All double line markings, such as a no passing zone or the center line of an undivided multi-lane roadway, shall be applied in one pass. When a hand-propelled machine is used, the single pass application of double line markings will not be required and control points shall be spaced at a maximum of 10 ft longitudinally.

180 For contracts with completion dates when conditions do not enable application of the specified marking materials, or grooving for durable marking materials, other materials may be substituted with an appropriate unit price adjustment if approved by the Engineer.

Markings shall be installed in accordance with the manufacturer's recommendations, except that the minimum requirements stated herein shall also apply. Products specifically designed for application temperatures below the stated minimums herein are not required but may be used if approved by the Engineer.

190 When directed, the Contractor shall provide the Department with original copies of all necessary current manufacturer's installation manuals prior to beginning installation work, and no installation work shall begin prior to the Department's receipt of these manuals. These manuals shall become the property of the Department.

The markings shall be protected from traffic until dry to eliminate tracking.

The markings shall meet or exceed the following performance criteria:

1. Color. The daytime and nighttime color of the applied markings shall be in accordance with ASTM D6628 when determined in accordance with ASTM E811 and ASTM E1349.
- 200 2. Durability. The pavement markings shall have a minimum resistance to wear of 97% in accordance with ASTM D913.
3. Dry retro-reflectivity. Contracts with 50,000 ft or more of longitudinal paint line or 10,000 ft or more for each type of

longitudinal durable marking line applied shall have retro-reflectivity measured, except black markings and markings placed on seal coat pavements placed in accordance with 404. Longitudinal lines shall meet required minimum initial and retained average retro-reflectivity measurements.

210

All other contracts and markings, except parking lines, shall meet the required longitudinal line minimum measurements and will be measured by the Department at the discretion of the Engineer, except that quality adjustments will not apply. Retained retro-reflectivity is the value at the time of the warranty expiration in accordance with 808.09 and will be measured by the Department at the discretion of the Engineer.

220

4. Wet retro-reflectivity. Contracts with longitudinal durable marking line applied shall meet the required longitudinal line minimum measurements for initial wet retro-reflectivity and will be measured by the Department in accordance with ASTM E2177 at the discretion of the Engineer. The testing period will be not less than 14 days to not more than 30 days after the durable longitudinal lines are applied. The initial wet recovery retro-reflectivity for white markings shall exceed 275 mcd/m²/lx and yellow shall exceed 175 mcd/m²/lx. Sampling zones that do not meet these wet retro-reflectivity levels for white or yellow markings shall be replaced or receive an additional layer of durable marking material and supplemental elements at no additional cost.

230

Retro-reflectivity testing equipment shall be furnished, calibrated, and operated in accordance with ITM 931. The markings shall be tested in a period of not less than 14 days to not more than 30 days after the materials are applied. The retro-reflectivity equipment shall remain the property of the Contractor.

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The measurement of retro-reflectivity shall be supervised or performed at all times by an operator trained and certified by the unit's manufacturer. A report as described in the ITM and including the specified test results and calculations shall be prepared and provided to the Engineer within three days of each day of testing.

Quality adjustments will be applied to the payment of markings as indicated in the table below. The required minimum initial and retained average retro-reflectivity values for longitudinal line measured in mcd/m²/lx are as follows:

Material Type	White	Yellow	Quality Adjustment*	Retained White	Retained Yellow
Paint	≥ 250	≥ 175	1.00	n/a	n/a
Required Minimum	150 to 249	125 to 174	0.70		
Thermoplastic	≥ 300	≥ 200	1.00	see 808.09	see 808.09
Required Minimum	250 to 299	150 to 199	0.70		
Multi-Component	≥ 300	≥ 200	1.00	see 808.09	see 808.09
Required Minimum	250 to 299	150 to 199	0.70		
Preformed Plastic	≥ 650	≥ 450	1.00	see 808.09	see 808.09
Required Minimum	550 to 649	350 to 449	0.70		
* Quality Adjustments do not apply to the retained retro-reflectivity values.					

(a) Traffic Paint

250

1. Application

Traffic paint shall be applied only when the ambient air and pavement temperature is 40°F or higher and will remain 40°F or higher for 2 h after application.

The markings shall be protected from traffic until dry to eliminate tracking.

The wet film thickness of the traffic paint shall be a minimum of 15 mils. Painted lines and markings shall be immediately reflectorized by applying beads at a uniform minimum rate of 6 lb/gal. of traffic paint. Only standard or modified standard beads shall be used for paint markings.

260

2. Equipment

Traffic paint shall be applied with a spray type machine capable of applying the traffic paint under pressure through a nozzle directly onto the pavement. The truck-mounted machine shall be equipped with the following:

270

- a. air blast device for cleaning the pavement ahead of the application,
- b. guide pointer to keep the machine on an accurate line,
- c. spray guns which can be operated individually or simultaneously,
- d. agitator or recirculation system as appropriate,
- e. control device to maintain uniform flow and application,

- 280 f. capability of heating the material to application temperatures,
- g. automatic device which will provide a line of the required pattern,
- h. automatic bead dispenser which is synchronized with the marking application.

A hand-propelled machine may be used to apply markings. A brush may be used if approved to apply some markings.

290 **3. Performance Requirements**

The color and durability requirements shall be met for a minimum of 90 days after application.

300 Pavement marking segments which are found to have an average retro-reflectivity reading below the minimum required shall be re-stripped with no additional payment. Pavement markings segments which have more than four of 16 individual readings below the minimum required shall be re-stripped with no additional payment. The re-stripping shall begin within 14 calendar days of the completion of the retro-reflectivity measurement. Line segments may be re-stripped with no additional payment. Following each re-stripping, additional retro-reflectivity measurements shall be made with no additional payment. Quality adjustments will be based on the final retro-reflectivity measurements. The alignment of all re-stripped pavement markings shall be placed within $\pm 1/4$ in. in width and ± 2 in. in length of the original placed markings. Re-stripping will not be allowed more than two times, after which removal and replacement of the markings will be required.

(b) Durable Pavement Marking Material

310 Durable pavement marking material consists of thermoplastic, preformed plastic, or multi-component markings.

Durable pavement marking materials used for center lines, lane lines, or edge lines shall be installed within a groove in the pavement unless otherwise shown on the plans.

Durable pavement marking materials used for barrier lines, pavement message, and transverse markings shall be surface applied unless otherwise indicated on the plans.

1. Grooving for Durable Pavement Markings

320 **a. Application**

The pavement shall be grooved prior to the placement of longitudinal durable pavement markings, excluding bridge decks and approach slabs. The groove or recess shall be installed in a single pass using dry cut equipment that utilizes diamond cutting

blades and that is approved by the pavement marking manufacturer. If there are no markings on the pavement, a guide line shall be placed using paint without glass beads as a template for the grooving operation. The groove shall be at least 1 in. and no more than 2 in. wider than the pavement marking to be placed.

- 330 The Contractor may leave a gap in the grooving for longitudinal lines that delineate the radii of lane usage transitions, driveways, intersections, or adjacent to curb that does not have a curb offset to the marking of at least 12 in.

The depth of the groove shall be in accordance with the manufacturer's recommendations and shall be at minimum 5 mils greater than the thickness of the marking material including exposed glass beads, up to maximum allowable depth of 150 mils. A continuous groove shall not be allowed for broken or dotted lane lines. The groove may extend up to 3 in. at either end of a lane line. Grooves shall be no closer than 2 in. to the edge of a longitudinal joint.

340 **b. Groove Finish and Cleaning**

The grooved surface shall be cleaned with vacuuming equipment immediately following the grooving operation. The surface shall be clean and dry prior to pavement marking installation. The finished groove surface shall have a fine corduroy-like appearance with a maximum variation in depth of 10 mils.

2. Thermoplastic

a. Application

- 350 Thermoplastic marking shall be applied in molten form by conventional extrusion, by ribbon type extrusion, or spray when the pavement and ambient air temperatures are 50°F and rising. Heat bonded preformed thermoplastic may be used for transverse or message markings. The average final thickness of the thermoplastic marking shall be no less than 90 mils and no more than 125 mils. Immediately following the application of the thermoplastic markings, retro-reflectorization shall be provided by applying pavement marking beads to the surface of the molten material. A first drop of supplemental elements shall be applied in accordance with the manufacturer's recommendations and a second drop of standard, modified standard, or supplemental beads in accordance with the manufacturer's recommendations. Individual passes of markings shall not overlap or be separated by gaps greater than 1/4 in. longitudinally.

360

b. Equipment

The equipment used for the application of thermoplastic markings shall consist of a kettle for melting the material and an applicator for applying the markings. All of the equipment required for melting and applying the material shall maintain a uniform material temperature within the manufacturer specified limits, without scorching, discoloring or overheating any portion of the material.

A truck-mounted machine shall be equipped with the following: an air blast device for cleaning the pavement ahead of the marking operation; a guide pointer to

- 370 keep the machine on an accurate line; at least two spray guns which can be operated individually or simultaneously; agitators; a control device to maintain uniform flow and application; an automatic device which will provide a broken line of the required length; and an automatic bead dispenser which is synchronized with the marking application.

A hand-propelled machine may be used to apply markings.

- 380 The equipment for applying heat bonded preformed plastic shall be in accordance with the manufacturer's recommendations. An open flame shall not come into direct contact with the pavement.

c. Performance Requirements

When the initial average retro-reflectivity measurement is below the required minimum the segment of line shall be removed and replaced with no additional payment. Pavement markings segments which have more than four of 16 individual readings below the minimum required shall be removed and replaced with no additional payment.

3. Preformed Plastic

390

a. Application

The markings shall be applied by technicians certified by the manufacturer. The markings shall be applied when the air temperature is a minimum of 40°F and rising. A primer is required if the ambient air temperature is below 50°F. The pavement surface shall be primed with a binder material in accordance with the manufacturer's recommendations.

b. Performance Requirements

- 400 When the initial average retro-reflectivity measurement is below the required minimum the segment of line shall be removed and replaced with no additional payment. Pavement markings segments which have more than four of 16 individual readings below the minimum required shall be removed and replaced with no additional payment.

4. Multi-Component

a. Application

- 410 This material shall be applied only when the pavement and ambient air temperatures are 40°F and rising. The wet film thickness of the marking material shall be a minimum of 25 mils. Immediately following the application of the markings, retro-reflectorization shall be provided by applying pavement marking beads to the surface of the wet marking. A first drop of supplemental elements shall be applied in accordance with the manufacturer's recommendations and a second drop of standard, modified standard, or supplemental beads in accordance with the manufacturer's recommendations.

b. Equipment

The machine used to apply the marking material shall precisely meter each component, and produce and maintain the necessary mixing head temperature within the required tolerances. The machine shall be equipped in accordance with 808.07(a)2.

c. Performance Requirements

Pavement marking segments which are found to have an average retro-reflectivity reading below the required minimum shall be re-stripped with no additional payment. Pavement markings segments which have more than four of 16 individual readings below the minimum required shall be re-stripped with no additional payment. The re-stripping shall begin within 14 calendar days of the completion of the retro-reflectivity measurement. Line segments may be re-stripped with no additional payment. Following each re-stripping, additional retro-reflectivity measurements shall be made with no additional payment.

Quality adjustments will be based on the final retro-reflectivity measurements. The alignment of all re-stripped markings shall be placed within $\pm 1/4$ in. in width and ± 2.0 in. in length of the original placed markings. Re-stripping will not be allowed more than two times, after which removal and replacement of the markings will be required.

808.08 Marking Protection and Maintenance of Traffic

Protection of the traveling public, of the pavement marking crews, and of the pavement markings shall be provided during the marking operation through the use of proper equipment, traffic control devices, safety devices, and proper procedures. Traffic control devices shall be placed in accordance with 107.12. Flaggers shall be provided for traffic control as directed.

(a) Vehicle Signs

Each vehicle in the marking operation shall display the slow moving vehicle emblem when operating at speeds of 25 mph or less. The slow moving emblems shall be removed when the vehicles are operating at speeds greater than 25 mph. The paint crew signs shall be 24 in. high by 96 in. wide, with 12 in. series C black letters on an orange encapsulated lens reflective background. Type A and Type C flashing arrow signs shall be in accordance with 923.04.

(b) Vehicle Warning Lights

All amber flashing warning lights and amber strobe lights mounted on vehicles used in the marking operation shall be in accordance with 801.14(d). All vehicles used in the marking operation shall have a minimum of one flashing amber warning light or amber strobe light which is visible in all directions.

(c) Cones

Cones shall be used to protect marking material which requires more than 60 s drying time. Cones shall remain in place until the marking material is dry or firm enough not to track or deform under traffic. Cones shall be removed as soon as possible

and shall never be left in place overnight. Edge lines shall not require protection with cones.

The maximum spacing of cones shall be as follows:

	40 mph or less	over 40 mph
Broken Lines	every line segment	every fifth line segment
Solid Lines	20 ft to 30 ft	

(d) Front Escort Vehicles

470 A front escort vehicle shall be used if the marking vehicle extends across the center line while operating. This front escort vehicle shall be equipped with a forward facing paint crew sign, a rear facing slow moving vehicle emblem, and a red flag mounted at least 10 ft above the pavement.

(e) Marking Application Vehicles

Marking application vehicles such as edgeliner or centerliner trucks shall have a rear facing Type A or Type C flashing arrow sign, an amber flashing warning light mounted near the center of the truck bed, and an amber strobe light mounted on each rear corner of the truck bed. The amber flashing warning light and the amber strobe lights shall be mounted on retractable supports and shall be operated at a height of
480 12 ft above the pavement unless otherwise directed.

(f) Rear Escort Vehicles

If cones are not required, a rear escort vehicle shall follow a marking application vehicle at a distance of 100 to 500 ft. If an additional rear escort vehicle is required due to drying time or heavy traffic volume, it shall follow the first rear escort vehicle at a maximum distance of 1,000 ft, and may operate in the travel lane or on the paved shoulder.

490 If cones are required, the cone setting truck shall follow the marking application vehicle and shall be followed by a rear escort vehicle. The cone pickup truck shall be followed by another rear escort vehicle.

All rear escort vehicles shall be equipped with a rear facing Type C flashing arrow sign mounted above a rear facing paint crew sign. On two-lane two-way roads, this Type C flashing arrow sign shall be operated with the arrowhead turned off. The supply truck may be used as a rear escort vehicle providing it is empty and is equipped with the required traffic control devices.

808.09 Warranty for Durable Pavement Marking Material

500 Durable pavement marking material shall be warranted against failure resulting from material defects or method of application, or the result of snowplowing and deicing activities. The material shall be warranted to retain its color, adherence to the pavement, and shall be free of other obvious defects or failures. Grooved durable

pavement markings shall also be warranted to retain retroreflectivity as specified below.

All pavement traffic markings which have failed to meet the warranted conditions shall be replaced with no additional payment.

- 510 For the terms of the warranty a unit shall be defined as a 1,000 ft section of line of specified width in any combination or pattern.

(a) Surface Applied Durable Pavement Marking Warranty

- The warranty period for surface applied durable markings shall be 180 days beginning with the substantial completion date for the contract as defined in 101.64, but not prior to November 1 of the calendar year in which the last pavement markings were installed. If more than 3% of a unit or 3% of the total of any one intersection or set of transverse markings fails, the failed portion shall be replaced. All pavement markings required to be replaced under the terms of this warranty shall be replaced
520 within 60 days of the notification of failure.

(b) Grooved Durable Pavement Marking Warranty

The warranty period for durable markings placed in a groove shall be two years beginning with the substantial completion date for the contract as defined in 101.64, but not prior to November 1 of the calendar year in which the last pavement markings were installed. The retained retro-reflectivity, $\text{mcd/m}^2/\text{lx}$, as determined by ITM 931 shall meet or exceed the minimum values at all times during the warranty period as follows:

Material	Year	White	Yellow
Thermoplastic	1	225	150
	2	175	125
Multi-Component	1	225	150
	2	175	125
Preformed Plastic	1	400	300
	2	300	200

530

If more than 5% of a unit or 5% of the total fails, the failed portion shall be replaced. All pavement markings required to be replaced under the terms of this warranty shall be replaced within 60 days of the notification of failure.

808.10 Removal of Pavement Markings

Pavement markings which conflict with revised traffic patterns and may confuse motorists shall be removed immediately before, or immediately following, any change in traffic patterns as directed or approved.

- 540 Removal of pavement markings shall be to the fullest extent possible without materially damaging the pavement surface. Pavement marking removal methods shall be sandblasting, steel shot blasting, waterblasting, grinding, or other approved

mechanical means. Grooving will not be allowed. Grinding will only be allowed under the following conditions:

- (a) when removing durable pavement markings, or
- (b) when removing non-durable markings where another course of material is to be placed on the existing course.

550

Painting over existing pavement markings to obliterate them will not be allowed.

When a blast method is used to remove pavement markings, the residue, including sand, dust and marking material, shall be vacuumed concurrently with the blasting operation or removed by other approved methods. Accumulation of sand, dust or other residual material, which might interfere with drainage or constitute a traffic hazard, will not be allowed.

560 All damage to the pavement caused by pavement marking removal shall be repaired by approved methods with no additional payment.

808.11 Snowplowable Raised Pavement Markers

Snowplowable raised pavement markers shall be used as supplemental delineation at the locations shown on the plans or as directed.

(a) Surface Preparation

The pavement or bridge deck surface shall be cleaned of dirt, dust, oil, grease, moisture, curing compound, and loose or unsound layers of all materials which would interfere with the proper bonding of the marker to the pavement or bridge deck.

570

(b) Location

Marker locations shall be accurately laid out and will be subject to approval prior to the installation operation. Markers shall not be located on surfaces that show visible evidence of cracking, checking, spalling or failure of underlying materials. Markers shall not be located within the intersection of a public road. Any marker location, which falls on any of the restricted areas, shall be moved a longitudinal distance not to exceed 10% of the required marker spacing. If this adjusted location still falls within a restricted area, then that marker location shall be deleted. Marker locations shall be as shown on the plans.

580

(c) Reflector Color

The color combinations of the reflectors shall be as shown on the plans unless otherwise directed. When replacement prismatic reflectors are specified, such reflectors shall not be ordered until the quantity and color combinations have been determined and approved.

(d) Installation

Marker installation shall be in accordance with the manufacturer's

590 recommendations. The pavement surface temperature and the ambient air temperature shall be at least 50°F. The pavement surface shall be dry at the time of marker installation. The installation slot shall be clean and dry before the adhesive is applied. The slot shall be filled with sufficient adhesive to provide a water tight seal between the marker base and the pavement, and to fill all voids between the marker base and the surfaces of the slot. The marker shall be placed in the slot so that the tips of the snowplow deflecting surfaces are below the pavement surface.

If the pavement surface is newly placed HMA, the pavement shall be allowed to cure for two days prior to installing the markers.

600 Installation of markers on new concrete pavement or bridge decks or on newly overlaid bridge decks shall not be done until after the pavement or bridge deck is ready to be opened to traffic as specified elsewhere herein.

The number of slots cut in one day shall not exceed the number of markers which will be installed in that day. No slots shall be left open overnight.

(e) Removal of Markers

610 Markers designated for removal shall be as located on the plans or as otherwise specified or directed. If the pavement surface or bridge deck surface is to be removed, the markers shall be removed prior to any surface removal operation.

The markers shall be removed with a jackhammer or other approved equipment. The area of the pavement or bridge deck disturbed by the marker removal shall not exceed 3 in. in depth or extend more than 3 in. out from any side of the marker base. The marker removal operation shall stop if it is determined that excessive damage is occurring to the pavement, or bridge deck.

620 The resulting holes shall be filled with the appropriate patching material as described herein or as otherwise directed. Concrete pavement which is to be overlaid as part of the contract and HMA pavement shall be patched with HMA intermediate materials. Concrete pavement which is not to be overlaid as part of the contract and concrete bridge decks shall be patched with concrete patching material from the QPL of Rapid Setting Patch Materials. Overlaid bridge decks and bridge decks which are to be overlaid as part of the contract shall be patched with patching material which is compatible with the deck overlay material. All patching material shall be placed in accordance with the appropriate specifications for the patching material.

630 Removed markers shall become the property of the Contractor and removed from the jobsite prior to the completion of the work.

(f) Replacement of Prismatic Reflectors

Reflectors designated for replacement shall be as shown on the plans or as otherwise directed. Prior to placement of the new reflector, the castings shall be cleaned of all remaining butyl pad materials. All loose or foreign material shall be

satisfactorily removed by sandblasting, wire brush, or other approved mechanical means. Removed reflectors shall be disposed of properly off the project site.

808.12 Method of Measurement

- 640 Broken or dotted lines, placed or removed, will be measured by counting the number of broken or dotted lines placed and multiplying the number of counted lines by the length of the broken or dotted line. Solid lines will be measured as the total distance in linear feet of solid lines placed or removed. The material, type, color, or width of broken, dotted, or solid lines to be removed will not be considered when measuring such lines for payment.

- Except as otherwise specified, transverse marking lines will be measured as the total distance in linear feet of lines placed or removed. Transverse marking yield lines will be measured transversely including the entire extent of the marking line and gaps. Curb markings will be measured by the linear feet along the front face of the curb.
- 650 Grooving for pavement markings will be measured as the total distance of grooving for each pavement marking line in linear feet. Pavement message markings will be measured by the total number of each type placed. A railroad crossing pavement message marking shall include the two R's, the X, and the three stop lines per traffic lane. Railroad crossing pavement message markings will be measured by the total number of each marking place. Lane indication arrow pavement message markings will be measured by the number of lane indication arrowheads placed. Removal of pavement message markings will be measured in square yards using areas shown in the following table. The material will not be considered when measuring such markings for pavement.

660

PAVEMENT MESSAGE MARKINGS	
Description	Area
"Ahead"	3.1 SYS
Combo Arrow	3.1 SYS
"Exit"	2.5 SYS
"Left"	2.5 SYS
"Only"	2.5 SYS
Railroad "R"	0.6 SYS
"Right"	3.2 SYS
"RXR"	7.7 SYS
"School"	3.9 SYS
"Stop"	2.6 SYS
Straight Arrow	1.4 SYS
"Turn"	2.6 SYS
Turn Arrow	1.7 SYS
"XING"	2.5 SYS

Snowplowable raised pavement markers will be measured by the number placed or removed. Prismatic reflectors will be measured by the number furnished and

installed. Each two-way prismatic reflector will be measured as one reflector. No measurement will be made of the adhesive or the hole patching material used in the placement or removal of snowplowable raised pavement markers.

808.13 Basis of Payment

670 Lines and transverse markings placed will be paid for at the contract unit price per linear foot for the material, type, color, and width specified. Grooving for pavement markings will be paid for at the contract unit price per linear foot. Curb markings will be paid for at the contract unit price per linear foot for curb painting, of the color specified. Pavement message markings placed will be paid for at the contract unit price per each, for the material and message specified. Lines and transverse markings removed will be paid for at the contract unit price per linear foot. Pavement message markings removed will be paid for at the contract unit price per square yard.

680 Snowplowable raised pavement markers, furnished and installed, or removed will be paid for at the contract unit price per each. Prismatic reflectors will be paid for at the contract unit price per each. Each two-way prismatic reflector will be paid for as one reflector.

Payment for furnishing, calibrating, and operating retro-reflectivity testing equipment will be paid for at the contract price for lump sum. The cost of report preparation shall be included in the cost of retro-reflectivity testing. Adjustments to the contract payment with respect to retro-reflectivity of performance based pavement markings will be included in a quality adjustment in accordance with 109.05.1.

690 The Engineer may waive retro-reflectivity testing due to weather limitations. Retro-reflectivity testing will be waived for markings applied after October 31 and before April 1. If retro-reflectivity testing is waived, no payment will be made for retro-reflectivity testing. If retro-reflectivity testing is not waived by the Engineer due to weather or waived by the seasonal time restriction and retro-reflectivity testing is not performed, no payment will be made for retro-reflectivity testing and payment for the marking items will be made at 70% of the unit price.

Payment will be made under:

700	Pay Item	Pay Unit Symbol
	Curb Painting, _____ color	LFT
	Grooving for Pavement Markings	LFT
	Line, _____, _____, _____, _____ in. material type color width	LFT
	Line, Remove	LFT
	Pavement Message Marking, _____, _____ material message	EACH
	Pavement Message Marking, Remove	SYS

809.01

710	Prismatic Reflector	EACH
	Retro-Reflectivity Testing	LS
	Snowplowable Raised Pavement Marker	EACH
	Snowplowable Raised Pavement Marker, Remove.....	EACH
	Transverse Marking, _____, _____, _____, _____ in.	LFT
	material type color width	
	Transverse Marking, Remove.....	LFT

720 No additional payment will be made for the removal and or replacement of markings that fail to meet the performance or warranty conditions of 808.07 and 808.09.

The cost of removal of existing prismatic reflectors shall be included in the cost of prismatic reflectors.

Beads, binder material for thermoplastic and preformed plastic, adhesive for snowplowable markers, patching material for snowplowable marker removal, guide lines for grooving operations, pavement cleaning and surface preparation, and all necessary incidentals shall be included in the cost of the pay items.

SECTION 809 – ITS CONTROLLER CABINETS AND FOUNDATIONS

809.01 Description

This work shall consist of furnishing and installing ITS cabinets and foundations in accordance with 105.03.

MATERIALS

809.02 Materials

10 Materials shall be in accordance with the following:

ITS Controller Cabinet	925
Padlock	925.04(aa)

Materials for ITS cabinet foundations shall be in accordance with 805.02.

CONSTRUCTION REQUIREMENTS

809.03 General

20 ITS cabinet foundations shall be installed in accordance with 805.13.

A seal of silicone caulking compound shall be placed between each controller cabinet and the concrete foundation after the cabinet placement.

A rubber duct seal shall be used to seal all conduits that enter the bottom of the cabinet.

**CONTRACTOR'S PROPOSAL
FOR
CITY OF GOSHEN, INDIANA
PROJECT: 2025 Line Striping**

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

PART 1 – CONTRACTOR INFORMATION
--

Contractor Name: C E Hughes Milling, Inc. DBA The Airmarking Co.

Street Address: 1544 N. SR 25

City: Rochester State: IN Zip Code: 46975

Mailing Address (if different): P.O. Box 526

City: Rochester State: IN Zip Code: 46975

Contact Person: Nick Relias Title: General Mgr.

Telephone Number: 574-532-9056

Fax Number: N/A

Email Address: nick@airmarking.com

[Continued next page.]

PART 2 – PROPOSED CONTRACT PRICE

Contractor proposes to furnish all supervision, labor, materials, equipment, services, 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	Estimated Quantity	Unit	Unit Price	Total
1	Line, Traffic Paint, Solid, Yellow, 4 in	270,352	LFT	.20	54,070.40
2	Line, Traffic Paint, Broken, Yellow, 4 in	1	LFT	.25	.25
3	Line, Traffic Paint, Solid, Yellow, 6 in	1	LFT	.30	.30
4	Line, Traffic Paint, Solid, White, 4 in	180,228	LFT	.20	36,045.60
5	Line, Traffic Paint, Broken, White, 4 in	1	LFT	.25	.25
6	Line, Traffic Paint, Solid, Yellow, 8 in	1	LFT	.40	.40
Total Cost					\$90,117.20

NOTE: City does not have a breakdown of the estimated linear footage between the solid lines and broken lines for the yellow and white traffic paint. The entire estimated linear footage has been placed under the solid, yellow and white, 4 inch lines. Please also provide a unit cost for the broken, yellow, 4 inch line; broken, white, 4 inch line; solid, yellow, 6 inch line; and solid, yellow, 8 inch line. Payment to the Contractor will be based on the unit prices for the work items and the actual number of units used for that work item.

PART 3 – EXCEPTIONS

Contractor shall indicate below whether the Contractor's proposal contains any deviation from, or exception taken to the stated Specifications, including the reason for the exception(s).

 X **NO**, this proposal does not contain any deviation from, or exception taken to the stated Specifications, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specifications.

 YES, this proposal does contain deviation from, or exception taken to the stated Specifications which is/are detailed more fully below (attach additional pages if needed):

PART 4 – 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 Contractor is operating as a (check one):

_____ SOLE PROPRIETORSHIP

_____ GENERAL PARTNERSHIP

_____ LIMITED PARTNERSHIP

_____ LIMITED LIABILITY PARTNERSHIP

_____ LIMITED LIABILITY COMPANY

☒ CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

☒ State of **Indiana** and is currently registered with the Indiana Secretary of State.

The Business ID number for the Contractor is **2012090400004**.

_____ 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 5 – 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 6 – INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing Part 7, 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 7 – 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: *Caroline Hughes, President* Title: President

Printed: Caroline Hughes Date: 6/11/2025

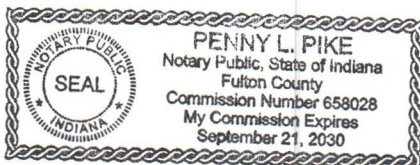
STATE OF Indiana)

) SS:

COUNTY OF Fulton)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Caroline Hughes, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor's Proposal are true and correct.

Witness my hand and Notarial Seal this 11th day of June, 2025.



Penny L Pike

Printed Name: Penny L Pike

County of Residence: Fulton

My Commission Expires: September 21, 2030

Commission Number: NP0658028



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

June 26, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2025-08 - Declaring Surplus and Authorizing the Disposal of Personal Property

The City's Technology Department and Parks Department wish to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. The items are worthless or of no market value.

Resolution 2025-08 is to declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

Suggested Motion:

Move to pass Resolution 2025-08 - Declaring Surplus and Authorizing the Disposal of Personal Property.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2025-08**

Declaring Surplus and Authorizing the Disposal of Personal Property

WHEREAS the City of Goshen Technology Department and Parks Department have personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

WHEREAS the items are worthless or of no market value.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

1. The personal property set forth in Exhibit A is declared as surplus property, hereinafter collectively referred to as "Surplus Property."
2. City staff is authorized to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property that is worthless or of no market value, including recycling components where possible.

PASSED by the Goshen Board of Public Works and Safety on _____, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

EXHIBIT A

Surplus Property (Resolution 2025-08)

HP 340 G1 Tablet, Ser. No. 5CG4320MXN
HP 340 G1 Tablet, Ser. No. 5CG43207KP
HP 340 G1 Tablet, Ser. No. 5CG4320MXG
HP 340 G1 Tablet, Ser. No. 5CG4320MX2
HP 340 G1 Tablet, Ser. No. 5CG4320MZP
HP 340 G1 Tablet, Ser. No. 5CG4320MX4
HP Compaq Pro 4300 PC, Ser. No. 2UA3520KRY
HP ProDesk 600 G1 SFF PC, Ser. No. 2UA417DNFN
Dell Latitude 3330 Laptop, Ser. No. J5WC2Z1
Surface Pro 6 Tablet, Ser. No. 18872290853
HP ProBook 440 G3 Laptop, Ser. No. 5CD62184L4
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503773
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503777
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503778
FUJITSU Stylistic Q704 Tablet, Ser. No. Q5800682
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503775
FUJITSU Stylistic Q704 Tablet, Ser. No. Q5800680
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503774
FUJITSU Stylistic Q704 Tablet, Ser. No. Q5800681
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503776
FUJITSU Stylistic Q736 Tablet, Ser. No. R7505164
FUJITSU Stylistic Q737 Tablet, Ser. No. R7505083
FUJITSU Stylistic Q736 Tablet, Ser. No. R8901327
FUJITSU Stylistic Q736 Tablet, Ser. No. R7505081
FUJITSU Stylistic Q736 Tablet, Ser. No. R7505082
HP ProBook 6360b Laptop, Ser. No. 2CE2440G93
HP ProDesk 600 G1 SFF PC, Ser. No. 2UA4170FPL
HP EliteDesk 800 G3 TWR PC, Ser. No. 2UA8031SQR
HP EliteDesk 800 G3 TWR PC, Ser. No. 2UA72935Y4
HP ProDesk 600 G3 MT PC, Ser. No. MXL821259S
HP ProDesk 600 G3 MT PC, Ser. No. MXL8212574
HP EliteDesk 800 G3 TWR PC, Ser. No. 2UA72935ZT
HP ProDesk 600 G3 MT PC, Ser. No. MXL82125BR
10, Custom Towers
11, 1960's Ski Poles



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **NIPSCO LANE RESTRICTION REQUEST – WESTWOOD ROAD
(STREETS: WESTWOOD ROAD, PERMIT 20240360)**

DATE: June 26, 2025

NIPSCO has requested permission to implement a lane restriction with flaggers on Westwood Road, extending from Woodward Place to approximately 290 feet west of Main Street. The purpose of this restriction is to install a new gas main to remediate a cross bore near 200 Westwood Road.

The lane restriction is anticipated to remain in effect for the majority of the day on Monday, June 30, 2025.

Requested Motion: Move to approve a lane restriction on Westwood Road for the majority of the day on Monday, June 30, 2025.

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

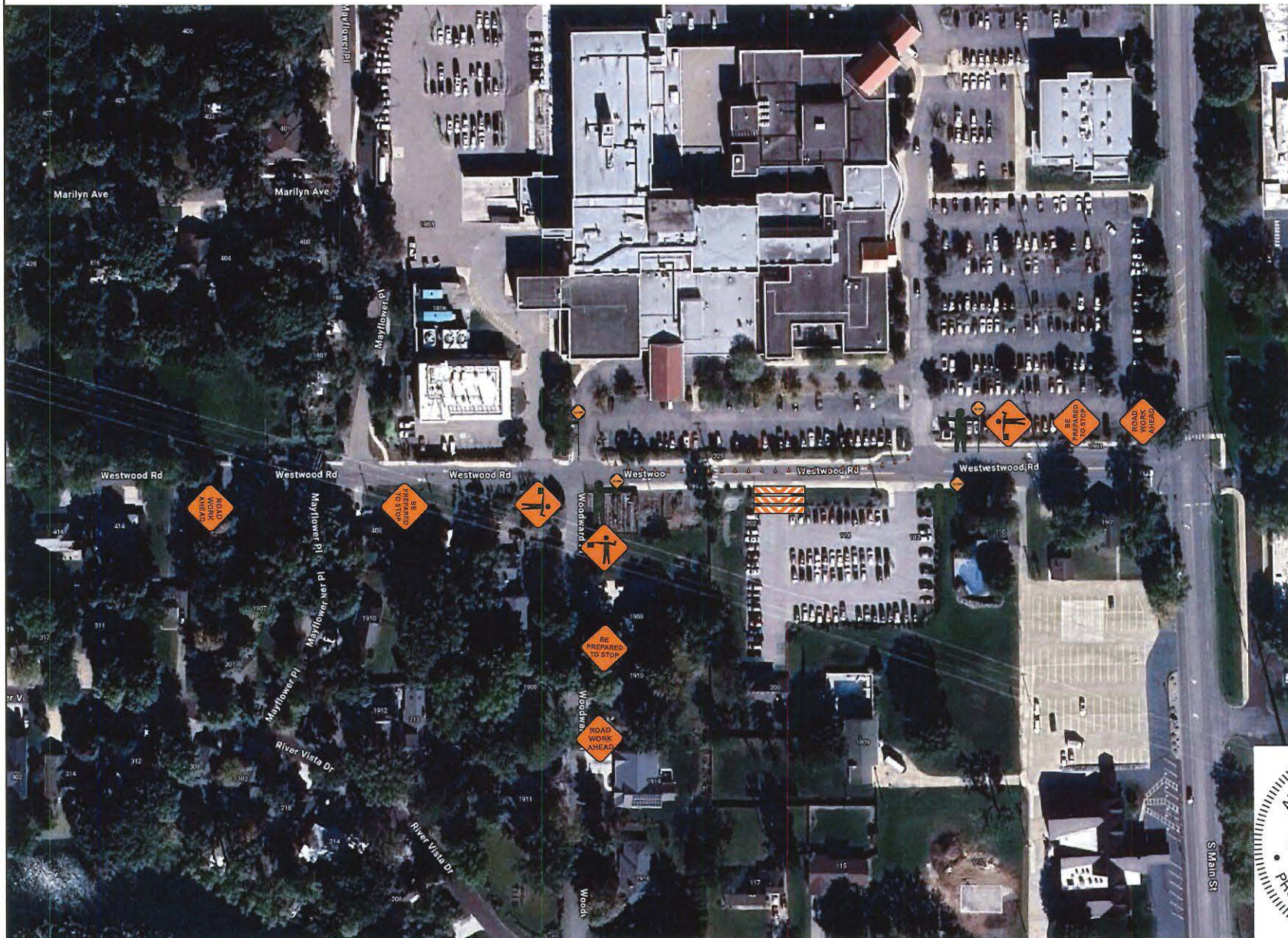
Gina Leichty, Mayor


Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member




 Reviewed and Sealed by:
 Albert S. Antoine, PE
 Orange Barrel Engineers, Inc
 1469 North Magnolia Avenue, Suite B
 Ocala, FL 34475

200 Westwood Rd, Goshen, IN

Note: Sign spacing 100

Digitally signed by
 Albert S Antoine PE
 Date: 2025.06.09
 16:36:13 -04'00'



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **INDOT ROAD CLOSURE PERMIT FOR 2025 4H FAIR PARADE**

DATE: June 26, 2025

The Elkhart County 4-H Fair Parade will involve the closure of various City streets, as well as a section of US Highway 33 between Madison Street and Monroe Street and a section of State Road 15 between Lincoln Avenue and Main Street, on Sunday, July 20, 2025.

In order to complete the State permit process for the requested road closures, the Engineering Department requests the Board to authorize the Mayor to sign the State permit's Hold Harmless indemnity form.

Requested Motion: Authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade.

CONCURRENCE FOR TEMPORARY USE OF CITY OR COUNTY STREETS OR ROADS

TO BE ATTACHED TO PERMIT APPLICATION

Detour of:

☒ SR 15
☒ US 33

For the Elkhart County 4-H Fair Parade
July 20, 2025

It is agreed that any damages to county roads, city streets, intersections, public, or private property and/or drainage caused by this road closing and/or detour will be the responsibility of the following:

☐ County Highway Commission
☐ City Street Department
☒ City Administration
☐ Town Board
☐ Others: _____

Signed by:

Mayor:

—OR—

Two (2) members of the Town Board:

—OR—

Two (2) members of the County Highway Department:

The applicant agrees to Indemnify, defend, exculpate, and hold harmless the State of Indiana, its officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatsoever kind, or by whomsoever caused to the person or property of anyone on or off the right-of-way arising out of, or resulting from, the issuance of this permit or the work connected therewith, or from the installation, existence, use maintenance, condition, repairs, alteration, or removal of any equipment or material, whether due in whole or in part to the negligent acts or omissions of (1) the state, its officials, agents, or employees, or (2) of the applicant, his agents or employees or the persons engaged in the performance of the work, or (3) the joint negligence of any of them: including any claims arising out of the workmen's compensation act or any other law, ordinance, order, or decree. The applicant also agrees to pay all reasonable expenses and attorney's fees incurred or imposed on the State in connections herewith in the event that the applicant should default under the provisions of this paragraph.