

Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. June 1, 2020

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to https://us02web.zoom.us/j/87338053276

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – None

Changes to Agenda

ANNOUNCEMENTS / NOTICES

- (1) Letter to Mobile Home Communities Regarding Summer Sewer Participation (Saenz)
- (2) Interra Shred-It Days Indefinite Postponement (Scharf)

OPEN BIDS / PROPOSALS

- (1) East Goshen Water Main Replacement (PN: 2019-0037)
- (2) Eyedart Creative Studio: Goshen Arts Council 2020



NEW BUSINESS

- (1) Permission to Advertise for Bids: North Main St. Improvements (PN: 2016-0020) (Sailor)
- (2) Drainage Design Contract with Abonmarche: 217 Blackport Dr. (JN: 2019-0035) (Sailor)
- (3) Amendment to LPA-Consulting Contract with Abonmarche, Wilden Ave.
 Reconstruction from Rock Run Creek Bridge to 6th St.

 (Marks/Stegelmann)
- (4) Acceptance of Deed Dedication from Lionshead Development, LLC (Marks/Stegelmann)
- (5) River Race Ave. "No Parking" Signs (JN: Streets by Name: River Ave) (Corwin/Sailor)
- (6) River Race Dr. & Alley Closure and Traffic Control Plan, June 2-Aug. 30(JN: 2017-0014)(Sailor)
- (7) Waste Container Placement Request: 3 Parking Spaces at 204 S. 6th St for 2 weeks (Scharf)

APPROVAL OF CLAIMS

Adjournment



Kelly Saenz, Manager WATER & SEWER UTILITIES BUSINESS OFFICE CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

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

May 29, 2020

To: Board of Work and Public Safety

RE: Summer Sewer- Metered Mobile Home Communities

From: Kelly Saenz, Utility Office Manager

On April 29, 2020 a letter from the Goshen Water & Sewer Department was mailed to the mobile home communities, listed below, to inquire as to their participation in the annual summer sewer allowance.

Brookside Manor Roxbury Park Twin Pines Creekside Estates

As of Friday, May 29, 2020 no response has been received. Therefore, these communities will not be receiving the 2020 reduced summer sewer rate on their monthly sewer bills issued in the months of June through October.



Kelly Saenz, Manager WATER & SEWER UTILITIES BUSINESS OFFICE CITY OF GOSHEN

203 South Fifth Street . Goshen, IN 46528-3713

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

Re: Summer Sewer Rate

Dear Mobile Home Park Customer,

The summer months are again approaching us which means our Summer Sewer Rates will be in effect within the next few weeks. Goshen City Ordinances(s) 4574 & 4613 allow certain residential customers a break on their monthly sewer bills issued in the months of June through October.

Metered mobile home parks must provide the Water & Sewer Utility Business office with a written request a statement to which the savings will then be passed onto the residents of your community and any supporting documentation to support your request. Such request, statement and documentation must be made in writing to the Goshen Water & Sewer Utility Business office by May 12, 2020.

In previous years, a representative of your community was required to appear before our Board of Public Works to present your request, however due to COVID-19 restrictions, your appearance will not be required at this time. Once the written request, statement and documentation is received by the Utility Business office your request will then be presented to our Board of Public Works currently scheduled for Monday, May 19, 2020 at 2:00 p.m. located at the Goshen Police Department, 111 E. Jefferson Street, Goshen.

If further information is required from the Board of Public Works, you will be notified and arrangements will be made for you to present your documentation at that time.

Please submit your written request and statement to:

Goshen Water & Sewer

Utility Business Office

or by fax: 574-533-6861

Po Box 238

or email: kellysaenz@goshencity.com

Goshen In 46527

Please contact our office if you should have any questions.

Regards,

Kelly Saenz, Office Manager City of Goshen –Water & Sewer Business Office



Engineering Department CITY OF GOSHEN

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

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

MEMORANDUM

TO:

Board of Public Works and Safety

FROM:

Goshen Engineering

RE:

EAST GOSHEN WATER MAIN REPLACEMENT

PROJECT NO. 2019-0037

DATE:

June 1, 2020

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

Requested Motion: Open bids received from Contractors for the East Goshen Water Main Replacement and read the Total Bid amount.

Engineering Department CITY OF GOSHEN

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: NORTH MAIN STREET IMPROVEMENTS

PROJECT NO. 2016-0020

DATE: June 1, 2020

The Engineering Department requests permission to advertise for bids for the North Main Street Improvements project. The bids for the project will be due Monday, June 29, 2020.

The North Main Street Improvements project will remove and replace the existing sanitary sewer south to the railroad crossing, place trenchless pipe lining in the existing sewer pipe under the railroad crossing, separate storm sewer from sanitary sewer between Pike Street and Rock Run Creek, construct new storm sewer with storm water quality filtration structure north of the railroad crossing, remove existing aerial sewer pipe crossing over Rock Run Creek, and construct new storm sewer outfall to Rock Run Creek. Also, remove and replace full depth pavement, curbs, sidewalks, and drive approaches, construct pedestrian safety railroad crossing features, and construct new water main between Pike Street and the railroad crossing.

Requested Motion: Allow Goshen Engineering to advertise for bids for the N. Main Street Improvement project.

Thanks!!



Jason Kauffman, CESSWI, Stormwater Coordinator STORMWATER DEPARTMENT, CITY OF GOSHEN 204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626

jasonkauffman@goshencity.com . goshenindiana.org

MEMORANDUM

TO:

Board of Works and Safety and Stormwater Board

FROM:

Dustin Sailor

RE:

217 BLACKPORT DRIVE DRAINAGE ISSUE – DRAINAGE DESIGN CONTRACT

WITH ABONMARCHE (JN: 2019-0035)

DATE:

June 1, 2020

The Goshen Stormwater Department has been working with the property owner at 217 Blackport Drive to address ongoing drainage issues due to stormwater runoff flowing off of Blackport Drive and affecting their property. The long-term plan is to improve all of Blackport Drive with curb and gutter, however, in the short-term, a temporary solution needs to be found to prevent further impacts to this property. Thus, the Goshen Stormwater Department is requesting approval of the following agreement to hire Abonmarche Consultants, Inc. to design temporary drainage improvements for in front of 217 Blackport Drive for an amount not to exceed \$15,900.00.

Following the acceptance of the agreement, please sign the attached document where denoted.

Requested Motion: Approve the 217 Blackport Drive Temporary Drainage Design agreement with Abonmarche Consultants, Inc. for services to design temporary drainage improvements adjacent to 217 Blackport Drive for a total contract amount not to exceed \$15,900.00.

AGREEMENT

217 Blackport Drive Temporary Drainage Design

THIS AGREEMENT is entered into on this _____ day of ______, 2020, between Abonmarche Consultants, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, 217 Blackport Drive has an ongoing drainage problem where the existing roadway does not have curb which allows stormwater to runoff the pavement onto the adjoining residential properties. The City intends to install temporary drainage improvements in an effort to minimize the impact to this residence until a roadway and drainage improvement project can be performed to Blackport Drive.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to design the temporary solution to the drainage problem.

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

SCOPE OF SERVICES

Consultant's services under this Agreement consists of designing a temporary solution to the ongoing drainage problem continuing to occur at 217 Blackport Drive. The existing roadway does not have curb which allows stormwater to runoff the pavement onto the adjoining residential properties.

Consultant's scope of services shall include the following:

Task #1: Wetland Assessment / Survey Flags

Consultant shall perform an onsite assessment to investigate and field mark/flag areas meeting wetland criteria (hydric soils, wetland hydrology, and hydrophytic vegetation) using the U.S. Army Corps of Engineers Wetland Delineation Manual and methodology in force at the time by utilizing a certified wetland scientist.

Consultant services shall include:

- Survey the field marked areas to locate wetland flags set in the field by the wetland scientist.
- Plot the information on the topographic survey to prepare an Exhibit and to utilize for the design.
- Prepare a report of findings letter with the Exhibit and submit to the City for the City's records.

Task #2: Construction Plans

Consultant services shall include:

- Identify watershed areas and their surface characteristics to calculate stormwater runoff, storm sewer inlet spacing and pipe sizing, curb grades, and identifying necessary easements.
- Prepare construction documents for the proposed project, which include the City's standard cover sheet, plan/profile sheet, construction details, and construction notes on applicable sheets.
- Share with the City the Construction Plans at 50% and 90% for the City's review and comment.
- Conduct two project related meetings with the City to review the design.
- Schedule a utility coordination meeting to discuss the project, conflicts, and relocations if necessary.
- Coordinate with utilities and request that they review the plans for accuracy of their facilities as they are represented on the survey.

Task #3: Easement Legal/Sketch

Consultant services shall include:

Prepare a legal description and supporting sketch for two anticipated easements needed for the
project. These documents shall be incorporated into an easement agreement to be prepared
separately by the City Attorney.

Task #4: Construction Phase Services (Hourly)

Consultant services as may be requested by the City shall include:

- · Attending a pre-construction meeting;
- Construction staking;
- Answering City questions from the field;
- · Performing periodic site visits; and
- Attending any onsite field progress meetings with the City.

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

TERM OF THE AGREEMENT

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

Consultant's services shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within six (6) weeks from receipt of a notice to proceed.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant's fee schedule and Consultant's hourly rates based on hours actually worked on Task #4 as set forth in the tables below for an amount not exceed Fifteen Thousand Nine Hundred Dollars (\$15,900.00).

Consultant's Fee Schedule

Task #1	Wetland Assessment / Locate Flags	\$4,000.00
Task #2	Construction Plans	\$9,000.00
Task #3	Easement Legal/Sketch	\$1,900.00
Task #4	Construction Phase Services	Not to Exceed \$1,000.00
		\$15,900,00

Maximum Hourly Rates

Principal	\$250.00
Vice President	\$215.00
Project Manager	\$160.00
Senior Project Engineer	\$160.00
Staff Engineer	\$100.00
Project Surveyor	\$130.00
CADD Technician	\$90.00
Two-Person Survey Crew	\$140.00
One-Person Survey	\$100.00
Administrative Assistant	\$75.00

Payment(s) to Consultant for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for services completed provided satisfactory performance of Consultant has been attained. The detailed invoice shall include the total contract amount, payments to date, remaining contract balance, percentage of completed work, and employee names and hours worked on specific task(s). Consultant is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Consultant. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

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

INDEMNIFICATION

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

INSURANCE

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

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

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

FORCE MAJEURE

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

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

BREACH

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

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

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

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this Agreement.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Consultant 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 Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Consultant without the consent of the City.

TERMINATION

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

OWNERSHIP OF DOCUMENTS

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

ASSIGNMENT

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

MODIFICATIONS

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

NOTICES

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

Address for notices to the City:

City of Goshen Attention: Legal Department 204 East Jefferson St. Goshen, IN 46528 Address for notices to Consultant:

Abonmarche Consultant, Inc. Attention: Bradley E. Mosness, PE 1009 South 9th Street Goshen IN 46526

and

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

APPLICABLE LAWS

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

MISCELLANEOUS

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

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

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

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

CONTRACTING WITH RELATIVES

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

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

City of Goshen Board of Public Works and Safety	Abonmarche Consultants, Inc.		
Jeremy P. Stutsman, Mayor	Bradley E. Mosness, PE, Vice President		
Mary Nichols, Member	Date:		
Michael Landis, Member	-		
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 1, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Amendment to LPA-Consulting Contract with Abonmarche Consultants, Inc.

Attached for the Board's approval and execution is an Amendment to the December 15, 2014 LPA Consulting Contract with Abonmarche Consultants, Inc. for preliminary engineering services for the reconstruction of Wilden Avenue from Rock Run Creek bridge to 6th Street.

This Amendment adds additional topographic survey work east of State Road 15, revises the categorical exclusion document preparation from a Categorical Exclusion Level 2 to a Categorical Exclusion Level 4, adds environmental justice analysis work, and removes the right-of-way engineering services which is now covered under a separate contract. With this Amendment, the compensation due under the December 15, 2014 contract is reduced to a total fee not to exceed \$330,000.

It is recommended that the Board approve and execute the Amendment to the December 15, 2014 LPA Consulting Contract with Abonmarche Consultants, Inc.

AMENDMENT TO LPA-CONSULTING CONTRACT

THIS CONTRACT AMENDMENT is entered into on ________, 2020, by and between **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 ("LPA"), and **Abonmarche Consultants, Inc.**, a corporation organized under the laws of the State of Michigan ("CONSULTANT").

RECITALS

WHEREAS LPA is planning to complete a road reconstruction project for Wilden Avenue from the Rock Run Creek bridge to 6th Street, Des. No. 1400715 ("Project").

WHEREAS LPA and CONSULTANT entered into a LPA-Consulting Contract on December 15, 2014 for preliminary engineering services for the Project.

WHEREAS the CONSULTANT was also to provide under the December 15, 2014 LPA-Consulting Contract right of way engineering services for the Project to secure permanent right of way from seven (7) parcels and temporary right of way from twenty (20) parcels services. The right of way engineering services included title searches, preparation of legal descriptions and parcel plats for right of way to be acquired, and preparation of appraisal problem analysis reports for the affected parcels.

WHEREAS CONSULTANT did not complete the right of way engineering services under the December 15, 2014 LPA-Consulting Contract.

WHEREAS LPA and CONSULTANT entered into a new LPA-Consulting Contract on April 24, 2019 for right of way engineering services for the Project. The right of way engineering services for the Project are to secure permanent right of way from nineteen (19) parcels and temporary right of way from fifty-four (54) parcels. The April 24, 2019 LPA-Consulting Contract includes the right of way engineering services for the twenty-seven (27) parcels under the December 15, 2014 LPA-Consulting Contract.

WHEREAS the topographic survey west of SR 15 provided by LPA to CONSULTANT did not include the necessary building elevations or sidewalk elevations.

WHEREAS during preliminary design, LPA and CONSULTANT determined that additional right-of-way acquisition was necessary for the Project resulting in four relocations. The anticipated impacts of the Project require additional efforts for CONSULTANT to prepare Categorical Exclusion Level 4 environmental documents.

In consideration of the terms, covenants and conditions to be kept and performed under the original LPA-Consulting Contract dated December 15, 2014, and under the terms, covenants and conditions of this amendment, the parties agree as follows:

SCOPE OF SERVICES

The services to be furnished by CONSULTANT under Appendix "A" of the LPA-Consulting Contract dated December 15, 2014 shall be amended as follows:

- (1) The following services shall be ADDED to Paragraph A, TOPOGRAPHIC SURVEY:
 - 14. Provide topographic survey to include the finished floor elevation and concrete step locations and elevations of each building within 100 feet of the centerline of Wilden Avenue from Rock Run Creek to SR 15. Process the collected data and merge the information with the topographic survey provided by LPA under item 2.
- (2) Paragraph B, ENVIRONMENTAL SERVICES, item 9, sub-item a, Categorical Exclusion Environmental Document Preparation, shall be amended to change "Categorical Exclusion Level 2" and "CE-2" to "Categorical Exclusion Level 4" and "CE-4".
- (3) The following services shall be ADDED to Paragraph B, ENVIRONMENTAL SERVICES:
 - 10. Environmental Justice Analysis:
 - a. Evaluate corridor for potential Environmental Justice populations within the project area.
 - b. Prepare a cost comparison of construction of a new wall versus acquiring property and relocating residents, landlords, and tenants as applicable.
 - c. Review proposed design and prepare and evaluate alternative designs to avoid impacts to properties within the Environmental Justice population. Present alternative designs to LPA for review and discussion. Prepare preliminary typical sections, alignments, profiles, and cross sections for the following alternatives:
 - i. Construction of a new wall between the existing houses and proposed sidewalk.
 - ii. Raise the elevation of Wilden Avenue to reduce the elevation change.
 - iii. Eliminate the sidewalk on the north side of the road.
 - iv. Shift Wilden Avenue south to provide more distance between the existing houses and proposed sidewalk.
 - d. Prepare graphics and attend two public open houses in an effort to solicit comments from residents along the project corridor to incorporate into the Environmental Justice analysis.

- e. Analyze impacts to Environmental Justice populations, document and summarize findings and incorporate into the Categorical Exclusion document.
- (4) Paragraph K, RIGHT-OF-WAY ENGINEERING, items 1 through 7 shall be DELETED. CONSULTANT shall NOT be required to perform the right of way engineering services to secure permanent right of way from seven (7) parcels and temporary right of way from twenty (20) parcels under the December 15, 2014 LPA-Consulting Contract. The right of way engineering services for the twenty-seven (27) parcels will be performed under the LPA-Consulting Contract entered into between LPA and CONSULTANT on April 24, 2019.

COMPENSATION

The compensation due to CONSULTANT under Appendix "D" of the LPA-Consulting Contract dated December 15, 2014 shall be amended as follows:

- (1) The compensation set forth in Paragraph A, Amount of Payment, item 1 shall be REDUCED to a total fee, not to exceed Three Hundred Thirty Thousand Dollars (\$330,000.00) unless a modification is approved in writing by the LPA.
- (2) The compensation for the following tasks set forth in Paragraph A, Amount of Payment, item 2, and the Fee Summary page dated December 9, 2014 shall be revised as follows:
 - a. Sub-item a, Topographic Survey (with LCRSP) shall be INCREASED to Thirty-one Thousand Eight Hundred Dollars (\$31,800).
 - b. Sub-item b, CE Document shall be INCREASED to Twenty-eight Thousand Five Hundred Dollars (\$28,500).
 - c. DELETE sub-item o, Right of Way Engineering Services (See RW Services Schedule)⁽³⁾, \$41,780, and DELETE referenced footnote (3).
 - d. Total for all tasks shall be REDUCED to Three Hundred Thirty Thousand Dollars (\$330.000.00).
- (3) DELETE paragraph A, Amount of Payment, item 5 for Right of Way Engineering Services invoicing.
- (4) DELETE Fee Summary page dated December 9, 2014 with total not to exceed \$358,280 and INSERT Fee Summary page dated May 26, 2020 with total not to exceed \$330,000 as attached to this amendment.
- (5) DELETE Survey with LCRSP fee page with total fee of \$34,200 and INSERT Survey with LCRSP page with total fee of \$39,100 as attached to this amendment.

- (6) DELETE Categorical Exclusion fee page with total fee of \$19,900 and INSERT Categorical Exclusion page with total fee of \$28,500 as attached to this amendment.
- (7) DELETE the RW Services fee page with total fee of \$41,780.

ORIGINAL CONTRACT

In all respects, all other provisions of the original LPA-Consulting Contract dated December 15, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands to this LPA-Consulting Contract Amendment on the dates set forth below.

LPA:	City of Goshen, Indiana Goshen Board of Public Works and Saf		
	Jeremy P. Stutsman, Mayor		
	Mary Nichols, Board Member		
	Michael A. Landis, Board Member		
	Date:, 2020		
CONSULTANT:	Abonmarche Consultants, Inc.		
	By:		
	Printed:		
	Title:		
	Date: 2020		

Fee Summary

Project: Wilden Avenue Reconstruction

from Rock Run Creek Bridge to 6th Street May 26, 2020

Client: City of Goshen

Des. No. 1400715

ITEM	TYPE	PROPOSED FEE
Topographic Survey (with LCRSP)	Lump Sum	\$31,800.00
CE Document	Lump Sum	\$28,500.00
Historic Properties Report	Lump Sum	\$8,000.00
Archaeology Report	Lump Sum	\$3,500.00
Roadway Design and Plans	Lump Sum	\$167,000.00
Survey and Design of Drainage east of SR 15	Lump Sum	\$16,500.00
Retaining Wall Design	Lump Sum	\$11,300.00
Traffic Signal Design	Lump Sum	\$8,200.00
Erosion Control Plans, Report and NOI	Lump Sum	\$4,700.00
IDEM 401 Permit and USACE 404 Permit	Lump Sum	\$4,000.00
IDNR Construction in a Floodway Permit	Lump Sum	\$3,500.00
Utility Coordination	Hourly Rate	\$11,100.00
Geotechnical Engineering	Not to Exceed	\$16,700.00
Public Involvement Meetings, Public Hearings (Hourly Rate)	Hourly Rate	\$6,200.00
Right of Way Engineering Services (27 parcels - See R/W Services Schedule)	Not to Exceed	\$0.00
Bid Services	Not to Exceed	\$4,000.00
Construction Phase Office Services	Hourly Rate	\$5,000.00
Total Not To Exceed Fee		\$330,000.00

Survey with LCRSP

PROJECT: Wilden Avenue Reconstructionfrom Rock Run Creek Bridge to 6th Street
Client Name: City of Goshen

Client Name:	City of Gosh	ien						
	STAFF HOURS BY CLASSIFICATION					TOTAL	TOTAL	
DESCRIPTION	Project	Survey	Senior Project	Survey Crew	Survey Crew	Senior	HOURS	DOLLARS
Cont. Anicanti-Mail Colombia	Manager	Manager	Surveyor	Party Chief	Instrument Man	Technician II	/ TASK	/ TASK
				,				
West of 6th Street								
Project Management / Field Coordination	4	8	4	4			20	\$2,117.12
Research Public Records			16				16	\$1,673.60
Obtain Utility Records and Field Locates						6	6	\$442.86
Prepare and Send Survey Notices	2		2				4	\$480.76
Establish Horizontal and Vertical Control Points		4		12	12		28	\$1,918.00
Obtain Cross Sections and Topographic Information	2	4	.4	40	32		82	\$5,628.16
Obtain Pipe Invert Elevations, Sizes, and Directions		1		4	4		9	\$602.75
Data Downloading, Perform Calculations, Complete Field Books, & Review Project	2	2	4	8		6	22	\$1,907.52
Prepare Topographic Survey Drawing	3	4	16			32	55	\$4,881.86
Integrate Field Surveyed Data with Provided Survey	2		4			16	22	\$1,870.92
Recover Section Corners and Property Corners and Stake Alignment		2		18	18		38	\$2,438.00
Prepare Route Survey Plat	2	12				48	86	\$7,641.84
Subtotal: West of 6th Street	15	25	50	86	66	60		\$31,603.39
6th Street and Oakrdige Street								
Research Public Records 6th Street and Oakridge Street			4				4	\$418.40
Obtain Utility Records and Field Locates 6th Street and Oakridge Street						2	2	\$147.62
Establish Horizontal and Vertical Control Points 6th Street and Oakridge Street				4	4		8	\$493.00
Obtain Cross Sections and Topographic Information 6th Street and Oakridge Street	1	1	2	16	16		36	\$2,426.73
Obtain Pipe Invert Elevations, Sizes, and Directions 6th Street and Oakridge Street				4	4		8	\$493.00
Data Downloading, Perform Calcs, Field Books, & Review, 6th St. and Oakridge St.		1	1	2		4	8	\$648.39
Prepare Topographic Survey Drawing 6th Street and Oakridge Street		1	6			16	23	\$1,918.31
Recover Section Corners and Property Corners and Stake Alignment				6	6		12	\$739.50
Subtotal: 6th Street and Oakridge Street	1	3	13	26	24	22	l l	\$7,284.95
TOTAL	18	40	87	118	96	130	489	\$38,888.34
Average Hourly Rate Per Classification:	\$135.78	\$109.75	\$104.60	\$69.40	\$53.85	\$73.81		
Total Labor Cost	\$2,444.04	\$4,390.00	\$9,100.20	\$8,189.20	\$5,169.60	\$9,595.30	- 2	\$38,888.34
DIRECT EXPENSES								
Mileage	11	Trips x		50	Mi./Trip x		\$0.44	\$242.00
Meals	0	Persons x		0	Days x		\$0.00	\$0.00
Lodging	0	Nights x		\$0.00	/ Night			\$0.00
Misc. Supplies								
Prints	0	Sels x		0	Sheets		\$0.51	\$0.00
Piols (includes R/W Mylars)	0	Mylars x		\$0.00	Each		1	\$0.00
Total Direct Cost								\$242.00
TOTAL FEE:							1	\$39,100.00

Categorical Exclusion

PROJECT:

Wilden Avenue Reconstructionfrom Rock Run Creek Bridge to 6th Street

Client Name:

City of Goshen

		STAFF HOURS BY CLASSIFICATION					TOTAL	TOTAL	
DESCRIPTION	Senior Env.	Planner III	Senior Eng.	Project	Lead	Engineer	Senior	HOURS	DOLLARS
	Planner		Manager	Manager	Engineer	1	Technician II	/ TASK	/ TASK
dentification of Purpose & Need	1	4						5	\$458.37
Notice of Survey to Landowners	1	4						5	\$458.37
Field Investigation	12	12						24	\$2,447.64
Red Flag Survey	2	8						10	\$916.74
Early Coordination w/ Agencies	2	18						20	\$1,764.74
Sole Source Aquifer Coordination	1	6						7	\$627.97
Wetland Delineation & Waters of the US Identification	6	40						46	\$4,107.02
Prime or Unique Farmland Coord.	1	2						3	\$288.77
Section 106 Coord.	2	18						20	\$1,764.74
Hazardous Materials	1	12						13	\$1,136.77
Draft CE Preparation	2	40						42	\$3,630.34
Final CE Document Approval	2	12						14	\$1,255.94
Commitments Database	1	2						3	\$288.77
Evaluate potential EJ populations		4						4	\$339.20
Prepare alternative designs to avoid impact to EJ population			2	4	16		28	50	\$4,842.28
Prepare for and attend two public open houses				6	12			18	\$2,244.72
Analyze and report EJ impact	1	4	1	2				8	\$892.81
Coordinate findings with INDOT	1	2						3	\$288.77
TOTAL	36	188	3	12		0	28	295	\$27,753.96
Average Hourly Rate Per Classification:	\$119.17	\$84.80	\$162.88	\$135.78	\$119.17	\$67.41	\$73.81		
Total Labor Cost	\$4,290.12	\$15,942.40	\$488.64	\$1,629.36	\$3,336.76	\$0.00	\$2,066.68		\$27,753.96

DIRECT EXPENSES							
Mileage	2	Trips x		325	Mi./Trip x	\$0.44	\$286.00
Meals	0	Persons x		0	Days x	\$26.00	\$0.00
Lodging	0	Nights x		\$0.00	/Night	\$79.00	\$0.00
Misc.							
GPS Rental							\$250.00
Section 106 Public Notices						\$75.00	
Section 106 Public Notices						\$100.00	
Total Direct Cost						\$711.00	
TOTAL FEE:						_	\$28,500,00
IO IAL FEE.							320,300,00

Architectural Historian (Section 106 Sub)	\$8,000.00
Archaeological (Section 106 Sub)	\$3,500.00



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 1, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Acceptance of Deed of Dedication from Lionshead Development, LLC

Attached for the Board's acceptance is a Deed of Dedication from Lionshead Development, LLC. This is for the dedication of public right-of-way at the northwest corner of East Lincoln Avenue and Steury Avenue as depicted on the drawing included in the Deed of Dedication.

It is recommended that the Board accept the dedication of public right-of-way from Lionshead Development, LLC and authorize the Mayor to execute the Acceptance page.

DEED OF DEDICATION

THIS INDENTURE WITNESSETH, that **Lionshead Development**, **LLC**, an Indiana limited liability company (Grantor), dedicates a public right-of-way to the **City of Goshen**, **Indiana**, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the real estate depicted upon the attached right-of-way parcel plat attached as Exhibit "B" and more particularly described as follows, to-wit:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA AND BEING A PART OF A PARCEL OF LAND CONVEYED TO LIONSHEAD DEVELOPMENT, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2008-22817, ALSO A PART OF LOT NUMBER ONE-HUNDRED (100) OF THE UNRECORDED PLAT OF HASTING'S LINCOLN AVENUE ADDITION TO THE CITY OF GOSHEN AS DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT AS THE LIONSHEAD DEVELOPMENT, LLC PARCEL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF EAST LINCOLN AVENUE WITH THE WEST RIGHT OF WAY LINE OF STEURY AVENUE (FORMERLY VERNON STREET), ALSO BEING THE SOUTHEAST CORNER OF AFORESAID UNRECORDED LOT NUMBER ONE-HUNDRED (100) AND POINT NUMBER "204" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE NORTH 00 DEGREES 18 MINUTES 40 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID STEURY AVENUE, A DISTANCE OF 64.61 FEET TO POINT NUMBER "209" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE SOUTH 16 DEGREES 48 MINUTES 14 SECONDS WEST, A DISTANCE OF 53.00 FEET TO POINT NUMBER "208" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE SOUTH 57 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 67.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID LINCOLN AVENUE AND BEING POINT NUMBER "207" AS DESIGNATED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT; THENCE NORTH 73 DEGREES 11 MINUTES 33 SECONDS EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID LINCOLN AVENUE, A DISTANCE OF 76.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION

CONTAINING 1,184 SQUARE FEET OR 0.027 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

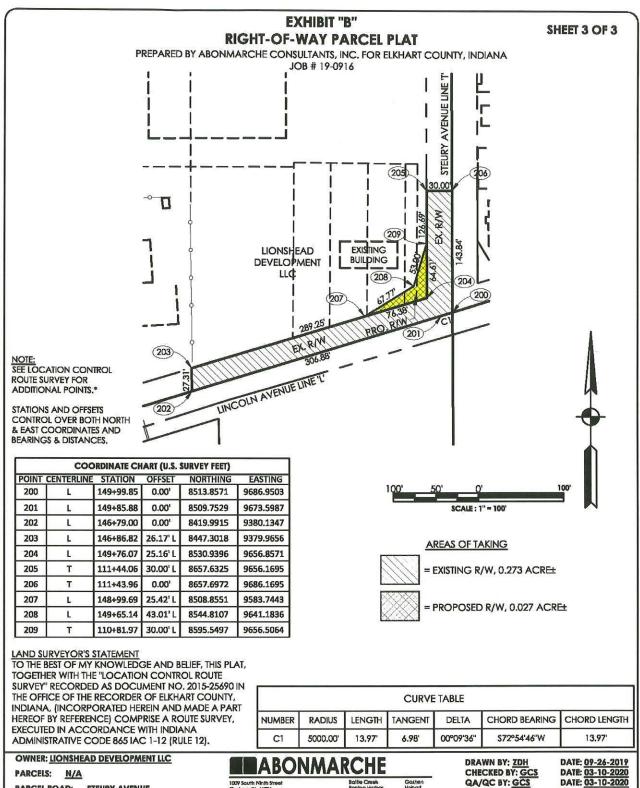
Part of Parcel No. 20-11-10-176-027.000-015

(SEAL)

Grantor certifies that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this transaction.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Deed of Dedication on behalf of Grantor; that the Grantor has full capacity to dedicate the real estate described; and that all necessary action for making this dedication of public right-of-way has been taken.

> Imelda Herrera, Notary Public Comm. Expires Oct. 11, 2024 Resides in Elkhart Co., IN Comm. Number 691924



AMILES 11011011111 P. P. P. P. C. P.		AND CONTRACTOR OF MALE WAS CONTRACTOR			
OWNER: LIONSHEAD DEVELOPMENT PARCELS: N/A	E AB	ONMARCHE		DRAWN BY: ZDH CHECKED BY: GCS	DATE: 09-26-2019 DATE: 03-10-2020
PARCELS: N/A			THE PARTY OF THE P	QA/QC BY: GCS	DATE: 03-10-2020
PARCEL ROAD: STEURY AVENUE	1009 South Minth Street Goshen, IN. 46526 T 574,533,9913	Benton Harbor South Haven	Hobart Lafayette	MANGE BY: GES	DAIE: 03-10-2020
COUNTY: ELKHART	F 574.533.9911 abonmarche.com	Fort Wayne Bighnetig - Architecture- Lond Juneying	South Bend Valparalso		
SECTION: 10	PROJECT: 2019-0916				

WARRANTY DEED INSTRUMENT NO. 2008-22817 TOWNSHIP: 36 NORTH DES. NO.: N/A

RANGE: 6 EAST CODE: N/A TAX KEY NO.: 20-11-10-176-027.000-015 TAKING: 0.300 ACRES

ACCEPTANCE

The City of Goshen, Indiana, receipt of this Deed of Dedication fro right-of-way on	by the Goshen Board of Public Works and Safety, acknowledges the m Lionshead Development, LLC, and accepts the dedication of public, 2020.
	Jeremy P. Stutsman, Mayor
STATE OF INDIANA) SS COUNTY OF ELKHART) Before me, the undersigned Jeremy P. Stutsman the Mayor of th Works and Safety, and acknowledged	Notary Public, on, 2020, personally appeared e City of Goshen, Indiana on behalf of the Goshen Board of Public
(SEAL)	Shannon Marks, Notary Public My commission expires May 17, 2024 Commission number: 0685467
Prepared by Larry A. Barkes, Attorne Street, Suite 2, Goshen, Indiana 4652	ey No. 3568-20, City of Goshen Legal Department, 204 East Jefferson 28, (574) 537-3820.
I affirm, under the penalties for perj number in this document, unless requ	ury, that I have taken reasonable care to redact each social security aired by law (Larry A. Barkes).



Engineering Department CITY OF GOSHEN

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

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

MEMORANDUM

TO:

Board of Works and Safety and Stormwater Board

FROM:

Josh Corwin, P.E., Civil City Engineer

RE:

RIVER AVENUE "NO PARKING" SIGNS

(JN: STREETS BY NAME - RIVER AVENUE)

DATE:

June 1, 2020

Code Enforcement notified the engineering department of several complaints received from nearby residents about vehicles parked along River Avenue. The street is currently designated as "No Parking" except in "bump out" sections intended to allow parallel parking. However, Code Enforcement is finding it difficult to enforce because of limited signing.

The matter was brought before the Goshen Traffic Commission meeting on May 21, and the commission recommended the installation of additional signs with a vote of 5-0.

Requested Motion: Motion to approve the installation of additional "No Parking" signs on River Avenue.

City of Goshen Board of Works & Safety

Jeremy Stutsman, Mayor				
Mary Nichols, Board Member				
Mike Landis, Board Member				





Engineering Department CITY OF GOSHEN

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MEMORANDUM

TO:

Board of Works Public and Safety

FROM:

Engineering

RE:

RIVER RACE DRIVE CLOSURE

(JN: 2017-0014)

DATE:

June 1, 2020

Niblock Construction has requested a road closure for the work they will be preforming for the River Race Drive extension. Niblock has proposed closing River Race Drive from Jefferson Street to Washington Street including phasing in the closure of the east\west alley North of Jefferson Street. Niblock Construction will maintain open access for Dr. Bigler's office and Crowder Law Firm. The closure will be from June 2, 2020 thru August 30, 2020. See attached traffic control plan.

Requested motion: Move to approve the River Race Drive road closure including phasing in the closure of the east/west alley North of Jefferson Street from June 2, 2020 thru August 30, 2020.

City of Goshen Board of Works & Safety

Jeremy Stutsman, Mayor	
Mike Landis, Board Member	
Mary Nichols, Board Member	

ArcGIS Web Map

