



GOSHEN REDEVELOPMENT COMMISSION AGENDA FOR THE REGULAR MEETING OF February 11, 2020

The Goshen Redevelopment Commission will meet on February 11, 2020 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

- 3. PRESENTATION** – Steve Hope, Goshen Community Schools - Update of Manufacturing Academy
Leslie Biek – Quiet Zone

4. NEW BUSINESS

Resolution 08-2020 – Approve Request from Goshen Engineering to Advertise for Bids for the River Race Drive Extension Project

Resolution 09-2020 – Approve Execution of Change Order Three (3) for Ninth Street Corridor Multi Use Path

Resolution 10-2020 – Approve Execution of Change Order Four (4) for Ninth Street Corridor Multi Use Path Purchase Agreement Amendment for Third Street Properties

Resolution 11-2020 - Authorization to Negotiate and Execute an Agreement with JPR for Design of the Winona Trail Project

Resolution 12-2020 – Authorization to Negotiate and Execute an Agreement with American Structurepoint for Design Services for College Avenue Reconstruction

Resolution 13-2020 - Local Major Moves Construction Fund Loan to Goshen Redevelopment Commission Ratify Purchase Agreement for Hickory Street Real Estate

Resolution 14-2020 – Authorize Acceptance and Execution of Purchase Agreement of 65706 State Road 15

Resolution 15-2020 – Approve Request to Bid Demolition of Seven (7) Properties along East Lincoln Avenue

Resolution 16-2020 – Approve Request to Negotiate and Execute an Asbestos Abatement Agreement with TecServ Environmental for 622 East Lincoln Avenue and 704 East Lincoln Avenue

Resolution 17-2020 – Approve Purchase Agreement with Rethinking Buildings, LLC for 401 South Third Street and 204 West Madison Street

- 5. DISCUSSION** – Hawks Water Main Extension
Capital Plan Funding Categories

6. APPROVAL OF REGISTER OF CLAIMS

7. MONTHLY REDEVELOPMENT STAFF REPORT

8. OPEN FORUM

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.

9. ANNOUNCEMENTS

Next Regular Meeting – March 10, 2020 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of January 21, 2020

The Goshen Redevelopment Commission met in a regular meeting on January 21, 2020 at 2:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

The meeting was called to order by President Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brian Garber, Andrea Johnson, Thomas Stump, Brett Weddell and Bradd Weddell

Absent: Vince Turner

(:33) President Stump welcomed Commissioner Brett Weddell back to the Redevelopment Commission

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve the minutes of the December 10, 2019 regular meeting, the executive session and the special meeting of December 13, 2019. The motion was adopted unanimously.

CHANGES TO THE AGENDA

Commissioner Stump stated that a request was made to move Resolution 06-2020 to the beginning of the meeting and add Resolution 07-2020 Approve and Authorize an Additional Payment for the Real Estate Located at 708 East Lincoln Avenue and the other Real Estate Subject to the Eminent Domain.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to move Resolution 06-2020 to the start of the meeting and add Resolution 07-2020. The motion was adopted unanimously.

ELECTION OF OFFICERS

Commissioner Weddell nominated Commissioner Stump for President of the Goshen Redevelopment Commission and Commissioner Garber seconded. There being no objections, Commissioner Stump was elected as President of the Goshen Redevelopment Commission for the 2020 calendar year.

Commissioner Johnson nominated Commissioner Turner for Vice President of the Goshen Redevelopment Commission and Commissioner Garber seconded. There being no objections, Commissioner Turner was elected as Vice President of the Goshen Redevelopment Commission for the 2020 calendar year.

Commissioner Weddell nominated Commissioner Johnson for Secretary of the Goshen Redevelopment Commission and Commissioner Garber seconded. There being no objections, Commissioner Johnson was elected as Secretary of the Goshen Redevelopment Commission for the 2020 calendar year.

(2:02) Commissioner Turner entered the meeting.

NEW BUSINESS

Resolution 06-2020 Authorize Negotiation and Execution of an Agreement with Habitat for Humanity of Elkhart County, Inc. for Purchase of Hickory Street Real Estate

(4:22) Mark Brinson, Community Development Director, a modified agreement was handed out to commission members, the change in the agreement is for a manhole and who is responsible for it. Goshen Utilities stated they will absorb the cost. Purchase price for the 2 lots is \$6,500.00. A single family home will be constructed this year and the other home in 2022. Greg Conrad, Executive Director of Habitat for Humanity is here if anyone has questions.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 06-2020. The motion was adopted unanimously.

Resolution 01-2020 Interlocal Agreement with Elkhart County for the County Road 40 Connector Road Project.

(6:53) Larry Barks, City Attorney, this is an agreement between Elkhart County and the City of Goshen for the County Road 40 Road Project. Since funding is coming from the commission, the agreement must be approved by the commission. The county and the city will each pay half of the costs.

(7:45) Mark Brinson, Community Development Director, stated that the county is doing a traffic analysis. Will bring the results of the study to the commission once completed and this will tell us more about the final alignment.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 06-2020. The motion was adopted unanimously.

Five Year Capital Plan Presentation

(8:53) Becky Hutsell, Redevelopment Project Manager this capital plan is the biggest plan developed in some time with 19 new projects. Reminder that no project listed in this plan will move forward without further approval from the commission. Time line and estimates for project cost are subject to change and as always projects may shift. All budget numbers are based on Baker Tilly projections from their November 19, 2019 report and are based on conservative numbers to ensure we can cover all the projects. The goal is to find balance between infrastructures, quality of life and development assistance projects. Ms. Hutsell presented the power point of the 5 year capital plan starting with the River Race TIF and talked through current and new projects.

(29:00) questions and discussion from commission members about the projects in the plan.

(36:31) Jim McKee, Goshen, shared his concerns about the ice pavilion. Does it have to be along the canal? What about the property next to Fidler Pond? Mr. McKee also stated his concern about the jump in the price of the pavilion.

(38:00) Larry Barks, City Attorney, told the commission they are not voting on any of the projects right now. If the capital plan is approved, then will come back to commission to amend. Just because it is in the plan does not mean have to do it, just means we can.

(39:48) comments from commission members

(44:00) commission members asked Ms. Hutsell for a percentage breakdown of the categories for the new projects.

Resolution 03-2020 Approval of River Race TIF Area Five Year Project Funding Plan

(47:45) Commissioner Stump asked if there were any further questions regarding the River Race TIF and there were none.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 03-2020. The motion was adopted unanimously.

(48:00) Becky Hutsell, Redevelopment Project Manager, talked through the power point presentation regarding the Southeast TIF, Plymouth Avenue TIF.

(50:01) questions from commission members.

(52:55) Ms. Hutsell continued with power point presentation.

(1:04) questions from commission members

Resolution 02-2020 Approval of Southeast TIF Area Five Year Project Funding Plan

(1:07) Commissioner Stump asked if there were any further questions regarding the Southeast TIF and there were none.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 02-2020. The motion was adopted unanimously.

(1:08) comment from commission members

(1:12) Becky Hutsell, Redevelopment Project Manager presented the power point on the Lippert/Dierdorff TIF.

(1:16) questions from commission members

Comments from the audience on the Lippert/Dierdorff TIF or Plymouth Avenue TIF.

(1:18) Andrew Cunningham, Jones, Petrie, Rafinski, 325 S Lafayette Blvd South Bend, speaking on behalf of Winona trail extension. Currently working with Bethany school and appreciate the support.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve the 5 Year Capital Plan for Plymouth Ave TIF and Dierdorff/Lippert TIF. The motion was adopted unanimously.

Resolution 04-2020 Approve Execution of Change Order Number Two (2) with HRP Construction for Jefferson Street/River Race Parking Lot

(1:19) Leslie Biek, Traffic Engineer, stated this is a balancing change order for a deduction of \$12,807.58 for a final contract amount of \$751,518.90.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 04-2020. The motion was adopted unanimously.

Resolution 05-2020 Project Coordination Contract with the State of Indiana for the College Avenue Auxiliary Lanes Project.

(1:20) Larry Barkes, City Attorney, stated that this is a 5 million project which at present time the state is only committing \$985,600 and under the terms of this agreement we are agreeing to pick up the difference if the state decides later not to fund. Usually the state ends up doing an 80/20 split, but at this time it is undetermined.

(1:21) Leslie Biek, Traffic Manager, told the commission that this is a MACOG funded project and they allocate federal funds for the region and they approved this contract with the dollar amount stating that it would be funded 80/20 for design, right of way and construction. Ms. Biek stated that they are committed to this project. INDOT actually only shows what is in their financial plan which goes out only a few years. It will be included going forward. Don't think there will be a concern.

(1:22) questions from commission members.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 05-2020. The motion was adopted unanimously.

Resolution 07-2020 Approve and Authorize Additional Payment for the Real Estate Located at 708 East Lincoln Avenue and the Other Real Estate Subject to Eminent Domain

(1:25) Larry Barkes, City Attorney, have acquired, or have under contract, all of the Lincoln Avenue homes with the exception of 708 E Lincoln because of the circumstances. Had to file a condemnation suit due to the fact that substantially more money was owed on the property than what it is worth. Have paid what the court appointed appraiser said the property was worth to the court and the creditors have worked an arrangement that will fund it if we pay additional \$5,000 dollars. Our appraiser said the home was worth \$3800 more that the court appointed appraiser, so only \$1200 more than the original offer.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 07-2020. The motion was adopted unanimously.

DISCUSSION

Hawks Water Main Extension – Becky Hutsell requested to postpone this to the February meeting.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve payment of the Register of Claims totaling \$807,231.09. The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Mark Brinson thanked everyone for being a part of the Capital Plan 5 year committee.

OPEN FORUM

No one from the Commission or the public spoke during the open forum.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for February 11, 2020 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to adjourn the meeting. The regular meeting was adjourned at 3:28 p.m.

APPROVED on February 11, 2020.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 08-2020

Approve Request from Goshen Engineering To Advertise for Bids for the River Race Drive Extension Project

WHEREAS the Goshen Engineering Department requests permission to advertise for bids for River Race Drive Extension Project.

WHEREAS Advertisement for the request for bids will be published in the local newspaper on February 14, 2020 and February 21, 2020. Bids will be opened on March 2, 2020 by the Board of Public Works and Safety, an award recommendation will be provided to the Redevelopment Commission on March 10, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request to advertise for bids for River Race Drive Extension Project.

PASSED and ADOPTED on February 11, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Redevelopment Commission

FROM: Leslie Biek, PE, Civil Traffic Engineer

RE: **PERMISSION TO ADVERTISE RIVER RACE EXTENSION PROJECT
PN 2017-0014**

DATE: February 11, 2020

Goshen Engineering requests the Redevelopment Commission's permission to advertise for bids the "River Race Extension" project, which widens River Race Drive from Jefferson north to the alley and alley improvements to the east/west alley from River Race Dr to 3rd St. Also included in the project is sidewalk, curb and gutter, and storm sewer.

Advertisement for the request for bids will be published in the local newspaper on Friday 2/14 and 2/21, with bids to be opened at the Board of Public Works and Safety meeting on 3/2. An award recommendation will then be provided to the Goshen Redevelopment Commission on 3/10.

Thank you for your consideration of this request.

RESOLUTION 09-2020

Approve Execution of Change Order Three (3) for Ninth Street Corridor Multi-Use Path

WHEREAS this change order is for a time extension. The request is for an additional 30 calendar days due to the proposed path not meeting existing service walks and drives. This is a no cost change order.

WHEREAS the change order number three (3) is extending the completion date by 30 calendar days due to path elevation changes to a completion date of October 21, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of Change Order Number Three (3) and the City of Goshen that is attached to and made a part of this Resolution is approved.

PASSED and ADOPTED on February 11, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



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MEMORANDUM

TO: Redevelopment Commission
FROM: Leslie Biek, PE
RE: **9TH ST MULTI-USE PATH - CHANGE ORDER #3 (PN: 2011-0052)**
DATE: February 11, 2020

See attached change order for a time extension on the 9th St. Multi-use Path Project. The request for the time extension is for an additional 30 calendar days due to the proposed path not meeting the existing service walks and drives. The design engineer was called to facilitate a resolution once it was determined that field adjustments would not suffice. The completion date would be adjusted to October 21, 2019. There is no cost adjustment associated with this change order.

It is requested the Redevelopment Commission approved Change Order # 3, extending the completion date by 30 calendar days due to path elevation changes for the 9th St Multi-Use path project bringing the new completion date to October 21, 2019.

Thank you for your consideration of this request.

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -37648

AE:Koch, Michael

Letting Date:01/16/2019

PE/S:Mcphail, James

Status:Draft

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 003

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Time Extension for Grading issues in Ph.III

Original Contract Amount \$ 1,251,500.00

Current Change Order Amount \$ 0.00 Percent: 0.000 %

Total Previous Approved Changes \$ 0.00 Percent: 0.000 %

Total Change To-Date \$ 0.00 Percent: 0.000 %

Modified Contract Amount \$ 1,251,500.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 08/30/2019 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description: 30 additional calendar days due to the impact on the schedules critical path by grading issues in Ph. III

Current Time Extension SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -37648
 Project: State:140099500LC2
 Change Order Nbr: 003
 Change Order Description: Time Extension for Grading issues in Ph.III
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 003 = \$ 0.00								

Contract Completion Date Time Adjustment

Original Completion dt: 08/30/2019 Adj compl dt 10/21/2019 Adj No. of Days 30
 Explanation: 30 additional calendar days due to the impact on the schedules critical path by grading issues in Ph. III

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

This change order is a request for 30 additional days due to a change in conditions in Ph. III of this contract. As per INDOT spec 104.02, (a) Differing site conditions this request a result of the following. During the removal and installation of the subgrade treatment, it was discovered that the proposed cross section elevations did not meet the service walks, driveways and yards. The contractor and inspector worked to make field adjustments until it became evident that the entire Ph. III needed to be adjusted. As per INDOT standard specification 108.08 (b) the contractor submitted a written request stating the requested time and reasons justifying the request. The impact to the critical path began on August 15 2019. A meeting was held on August 23 2019 with the design engineer to facilitate a resolution to the issue and the rework was completed on September 10 2019. There is no cost associated with this change order.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contractor: Walsh Kelly

Signed By: 

Date: 1-20-2020

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S 

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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RESOLUTION 10-2020

Approve Execution of Change Order Four (4) for Ninth Street Corridor Multi-Use Path

WHEREAS this change order is because of the unavailability of the 36-48" shrub that was in the bid. It was replaced with a smaller 18-24" shrub.

WHEREAS the change order number four (4) will reduce the contract price by \$12,549.00 for a new contract price of \$1,238,951.00.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of Change Order Number Four (4) and the City of Goshen that is attached to and made a part of this Resolution is approved.

PASSED and ADOPTED on February 11, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
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MEMORANDUM

TO: Redevelopment Commission
FROM: Leslie Biek, PE
RE: **9TH ST MULTI-USE PATH - CHANGE ORDER #4 (PN: 2011-0052)**
DATE: February 11, 2020

The attached change order #4 is for a change in planting shrub on the 9th St. Multi-use Path Project. Due to unavailability the 36-48" shrub that was in the bid, it was replaced with a smaller 18-24" shrub. The change order is a reduction to the contract price by 12,549 due to the lower cost of the smaller shrub.

It is requested the Redevelopment Commission approved Change Order # 4, reducing the contract price by \$12,549 for the replacement of a shrub with a smaller size for the 9th St Multi-Use path project bringing the new contract price to \$1,238,951.00.

Thank you for your consideration of this request.

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -37648

AE:Koch, Michael

Letting Date:01/16/2019

PE/S:Mcphail, James

Status:Draft

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 004

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Materials Related

Description: Substitute line items Plant, Deciduous Shrub

Original Contract Amount \$ 1,251,500.00

Current Change Order Amount \$ -12,549.00

Percent: -1.003 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ -12,549.00

Percent: -1.003 %

Modified Contract Amount \$ 1,238,951.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -37648
Project: 1400995 - State:140099500LC2
Change Order Nbr: 004
Change Order Description: Substitute line items Plant, Deciduous Shrub
Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0059	1400995	0058	622-05641	EACH	55.000	-777.000	C	Amount:\$ -42,735.00
Item Description: PLANT, DECIDUOUS SHRUB, 36 TO 48 IN.								
Supplemental Description1:								
Supplemental Description2:								
0097	1400995	0095	622-05639	EACH	43.000	702.000	C	Amount:\$ 30,186.00
Item Description: PLANT DECIDUOUS SHRUB 18 TO 24 IN								
Supplemental Description1: Replace 36 to 48in shrub with 18 to 24in shrub								
Supplemental Description2:								

Total Value for Change Order 004 = \$ -12,549.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

General or Standard Change Order Explanation

This change order is a request for the deletion of the quantity of PLN 0058 and replace with PLN 0095 due to material availability. The contractor submitted a request to substitute the material and provided a credit to the contract. Attached is cost comparison sheet showing the new cost within INDOT acceptable range. The cost has been provided to the INDOT AE and the City of Goshen and they take no exceptions to the proposed change. There is no time extension associated with this change order.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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RESOLUTION 11-2020

Authorization to Negotiate and Execute an Agreement with JPR for Design of the Winona Trail Extension Project

WHEREAS the current Winona Trail ends at Waterford Elementary School. There is also existing trail along Regent from Waterford Mills Parkway to Prairie View Elementary School and they do not connect.

WHEREAS in discussions with Bethany Christian School and Yes Communities to connect the existing private vehicular crossing to a public bike and pedestrian crossing and install a trail along the east side of the railroad tracks south to Winchester Trails.

WHEREAS the not to exceed fee is \$16,750 which includes, surveying, easement descriptions, design, bidding services and construction administration.

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement with JPR for Design Services for the Winona Trail Extension on behalf of the City of Goshen and Goshen Redevelopment Commission. The proposal is attached to and made a part of this resolution.

PASSED and ADOPTED on February 11, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
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Memorandum

To: Goshen Redevelopment Commission

From: Leslie Biek, PE

RE: **WINONA TRAIL EXTENSION PROJECT DESIGN AGREEMENT WITH JPR
(2019-0012)**

Date: February 11, 2020

Currently the Winona Trail ends at Waterford Elementary School. There is also an existing rail that goes along Regent from Waterford Mills Parkway to Prairie View Elementary School, but the two trails do not connect and there is a railroad between them. It has been desired by the City and the public to connect the two trails. Back in July of 2018, Bethany Christian Schools contacted the City because they were planning on making improvements to their athletic complex east of the railroad. During the meeting they told the City they desired to make the existing private crossing a pedestrian crossing and have an emergency and maintenance drive through Winchester Trails. The City expressed the desire to also connect Winona Trails to the trail along Regent St.

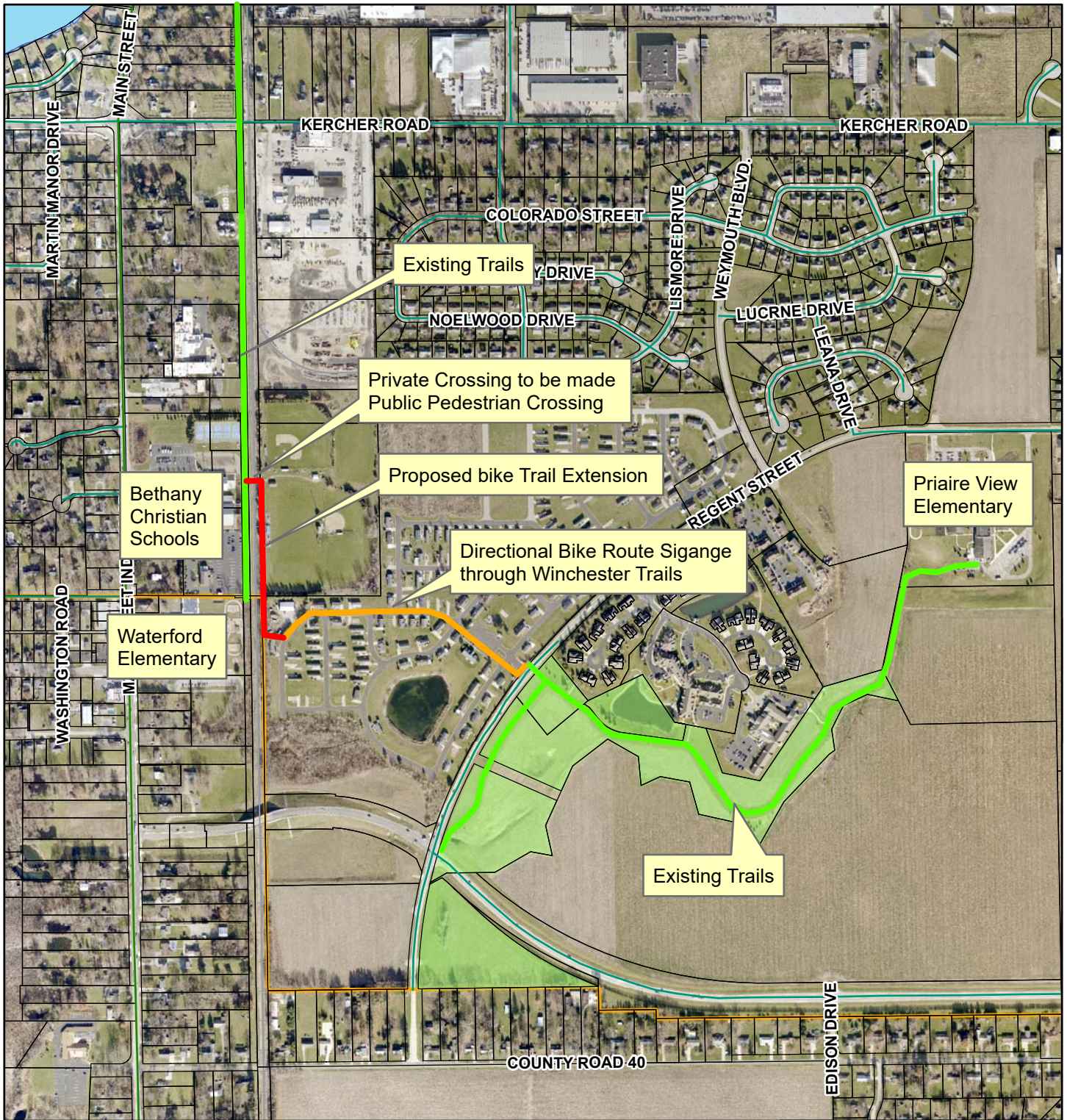
In discussions with Bethany Christian Schools and Yes Communities who manages Winchester Trails, it was discussed that the City would convert the existing private vehicular crossing to a public bike and pedestrian crossing and install a trail along the east side of the railroad tracks south to Winchester Trails. From there the bike route would be signed and would connect to the existing trail on Regent Street. See attached map. The trail would be wide enough and thick enough for emergency vehicles and maintenance vehicles for Bethany's athletic complex.

The City asked JPR to provide a price and scope of service to design the path and prepare legal descriptions for the easements that would be required for the trail. The cost for surveying, easement descriptions, design, bidding services, and construction administration as outlined in the attached proposal is a not to exceed price of \$16,750.

Goshen Engineering requests Redevelopment's permission to proceed with an agreement with JPR to begin the design of the Winona Trail Extension project.

A final agreement with JPR still needs to be prepared by Goshen Legal; therefore, **Goshen Engineering is requesting the Commission authorize Mark Brinson to sign the agreement with JPR, once prepared, for a not to exceed fee of \$16,750 for the design of the Winona Trail Extension Project (PN 2019-0012).**

Thank you for your consideration of this request.

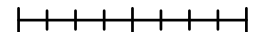


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Feet

0 237.5 475 950



1 inch = 800 feet

Winona Trail Extension

PN 2019-0012

Date: 2/27/2019

Drawn by: LNB

The City of Goshen

Department of Public Works & Safety
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626



December 4, 2019

City of Goshen
Engineering Department
204 E. Jefferson Suite 1
Goshen IN, 46528

Attn: Leslie Biek, PE

**RE: PROPOSAL FOR TOPOGRAPHIC SURVEY, DESIGN & ENGINEERING SERVICES
FOR THE MAPLE CITY GREENWAY EXTENSION SOUTH OF BETHANY CHRISTIAN
SCHOOL INTO YES COMMUNITIES.**

Thank you for contacting Jones Petrie Rafinski (JPR) to provide this proposal for survey, design and engineering services for the Maple City Greenway Extension. JPR welcomes the opportunity to bring our services to this project.

Project Understanding

The City of Goshen is working with Bethany Christian and YES Communities to extend and connect the Maple City Greenway East of the Railroad. Survey, design and engineering is necessary to complete the track crossing and extend the Maple City Greenway. JPR has already performed and provided the topographic survey of the Bethany Christian property. As part of this proposal JPR will collect and develop the additional topographic survey required in the YES Communities property as shown in the survey limits graphic attached and provide the design, engineering, bidding, and construction administration services required to complete the extension.

Scope of Services

The following are the tasks that JPR will perform.

Task 1- Surveying:

JPR will perform a topographic survey to facilitate site design. This work will include:

All above-ground features observed during the course of the survey

- Location of underground utility locations as marked by IUPPS
- Temporary Benchmarks (TBMs) as needed
- All above-ground features observed during the course of the survey
- Location of underground utility locations as marked by IUPPS
- Prepare a CAD drawing of the existing site conditions that will include a surface model with 1-foot contours for design purposes

Task 2- Easements Descriptions

JPR will perform the following tasks in order to prepare two easements:

- Research at County offices to acquire vesting deeds
- Minimal field survey work for verification of the proposed route
- Prepare easement descriptions and parcel plats for securing final easement documentation

Task 3 – Design & Engineering:

Upon completion of the services in the above tasks JPR will develop the construction documents. This effort will include:

- Complete detailed design of the Maple City Greenway and the subsequent creation of a complete and certified plan set
- Site Demolition Plan
- Dimensional Plan
- Grading Plan
- Utility and Stormwater Management Plans
- Landscape Plan
- Lighting Plan
- Erosion Control Plan
- Construction details
- Project specifications and Contract Documents (Goshen Standards)

Task 4- Bidding

JPR will assist during the bidding process and will be available for contractor or City requests for information as needed. This will include preparation of RFI responses and agenda if needed.

Task 5- Construction Administration

JPR will conduct periodic reviews of construction to ensure the Contractor(s) is providing the level of quality that is required for the project. The construction administration services will include the following:

- Review and approve the Contractor's submittals such as Shop Drawings, Product Data and Samples with respect to Contract Documents produced by JPR;
- Prepare responses to Requests for Information (RFI) provided by the Contractor;
- Prepare Change Orders for the Owner's approval and execution;
- Provide field reports describing observations, problems and recommended solutions;
- Provide punch lists based on site observations;
- Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;

Schedule

JPR would anticipate our involvement in the contemplated scope of work to take between 120-150 days from the notice to proceed.

Project Fees

The lump sum fee to provide the task outlined in the Scope of Services is as follows:

Task 1 - Survey	\$3,200.00
Task 2 - Easement Descriptions	\$2,550.00
Task 3 - Design and Engineering	\$8,500.00
Task 4 - Bidding	\$1,250.00
Task 5 - Construction Administration	<u>\$1,250.00</u>
Total	\$16,750.00

Reimbursable Expenses

At this stage of the project reimbursable expenses are not anticipated.

Note: All reimbursable expenses are billed at 1.1 times cost.

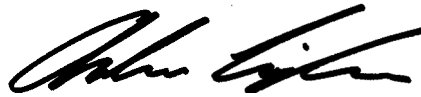
Exclusions

Please note the following assumptions and clarifications regarding our fees above:

- Out-of-scope services are not included in this proposal but can be provided as an Additional Service at our standard hourly rates (work will not commence on any out-of-scope services unless and until approved by the client).
- Geotechnical services
- Boundary survey

JPR appreciates the opportunity to be of service on this project, and will begin upon acceptance of this proposal. Should you have any questions or require additional information, please feel free to contact me at (574) 232-4388. If acceptable, please execute the Proposal by signature where indicated, and return a copy by email to acunningham@jpr1source.com.

Sincerely,



Andrew Cunningham, PLA
Landscape Architect

PROPOSAL ACCEPTANCE

This proposal for (**PROPOSAL FOR TOPOGRAPHIC SURVEY, DESIGN & ENGINEERING SERVICES FOR THE MAPLE CITY GREENWAY EXTENSION SOUTH OF BETHANY CHRISTIAN SCHOOL INTO YES COMMUNITIES**) is hereby accepted and authorization to proceed hereby granted.

Accepted By: _____ Date: _____

City of Goshen Representative

Billing address: _____

Phone No.: _____ Fax No.: _____

E-mail: _____



RESOLUTION 12-2020

Authorization to Negotiate and Execute an Agreement with American Structurepoint for Design Services for College Avenue Reconstruction

WHEREAS at the request of the City of Goshen, Indiana Department of Transportation solicited a request for proposals for design engineering services for the College Avenue Reconstruction from US 33 to the Norfolk Southern Chicago Railroad.

WHEREAS six proposals were received and a review committee evaluated the proposals based upon the established INDOT review process.

WHEREAS the selection committee chose American Structurepoint. They have submitted a contract for complete design services with the following associated costs with a total fee not to exceed \$651,210.

1. Design Engineering Services	\$474,150
2. Right-of-Way Engineering Services	\$126,660
3. Geotechnical Services	\$ 37,600
4. Construction Phase Services	\$ 12,800

NOW, THEREFORE, BE IT RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement with American Structurepoint on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on February 11, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary



**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 & Redevelopment Commission

FROM: Leslie Biek, P.E.

RE: **COLLEGE AVENUE RECONSTRUCTION- DESIGN CONTRACT
DES NO. 1900739 (PN: 2019-0022)**

DATE: February 11, 2020

At the request of the City of Goshen, the Indiana Department of Transportation solicited a request for proposals for design engineering services for the College Road Reconstruction from US 33 to the Norfolk and Southern Chicago railroad tracks. We received proposals from six (6) design firms. A review committee evaluated each proposal based upon the established INDOT review process, and chose American Structurepoint.

American Structurepoint has submitted an LPA-Consulting contract for complete design services with the following associated costs.

<u>Design Engineering Services</u>	\$474,150
<u>Right-of-Way Engineering Services</u>	\$126,660
<u>Geotechnical Services</u>	\$37,600
<u>Construction Phase Services</u>	\$12,800

Total Fee Not to Exceed \$651,210

This contract is a lump sum basis per each itemized service, except where referenced otherwise, and details are found in Appendix "D". The design fees will be 80% federally funded and 20% locally funded.

The Legal Department is currently reviewing the agreement. **Therefore, we are requesting the Redevelopment Commission authorize Mark Brinson to sign the agreement, once approved by Legal, for a not to exceed price of \$651,210 with American Structurepoint.**

Thank you for your consideration of this request.

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 20____ (“Effective Date”) by and between City of Goshen Board of Public Works and Safety, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and American Structurepoint, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900739

Project Description: College Avenue Reconstruction Project

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be \$3,586,000. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 651,210**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will 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 work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

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

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **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 fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written 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.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. Merger and Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. Notice to Parties: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Leslie Biek, Civil Traffic Engineer
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Leslie Biek, Civil Traffic Engineer
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
American Structurepoint, Inc.

LOCAL PUBLIC AGENCY

Signature
DocuSigned by:
Cash E. Canfield
F19A20CCE23A42D...
Cash E. Canfield, Executive Vice
President

Signature

Jeremy Stutsman, Mayor

Signature

Michael Landis, Member

Signature

Mitch Day, Member

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. General

1. The CONSULTANT shall provide engineering and prepare road and bridge design plans, preliminary opinions of probable construction cost, and other submittal documents following the *INDOT LPA Process Guidance Document for Local Federal Aid Projects* dated August 2013 and revisions thereto, for the improvements of College Avenue from US 33 to Century Drive, Goshen, IN.

B. Project Management

The CONSULTANT shall coordinate and manage the efforts of subconsultants. The CONSULTANT shall assemble all contract documents provided by the subconsultants into one set of contract documents for bidding.

C. Topographic Survey

1. The CONSULTANT shall provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. The CONSULTANT shall survey the project location and provide the LPA with one set of original field notes for the data accumulation surveys. The CONSULTANT shall obtain deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits. The CONSULTANT's services shall be in accordance with IC 25-21.5; 865 IAC 1-12; and Chapter 106 of the INDOT Design Manual (Survey Manual). The CONSULTANT acknowledges that it has a copy of the Survey Manual. If there is any conflict between IC 25-21.5, 865 IAC 1-12, or the Survey Manual, the order of precedence will be:

- A. IC 25-21.5
- B. 865 IAC 1-12
- C. Survey Manual

2. The survey limits are generally described below:

- A. Begin survey 200 ft. west of the US 33 Intersection and extend east along College Avenue approximately 0.97 miles to approximately 400 ft. east of the Norfolk Southern Railway. Survey width shall be approximately 160 ft.; 80 ft. either side of the existing College Avenue centerline.

- B. 350 ft. along US 33; approximately 100 ft. in width; 50 ft. either side of centerline.

- C. 250 ft. along Oak Lane and Spring Brooke Drive; approximately 110 ft. in width; 55 ft. either side of centerline.
 - D. 400 ft. along Century Drive; approximately 120 ft. in width; 60 ft. either side of centerline
3. CONSULTANT shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-way and recorded easements. CONSULTANT will not be responsible for damages resulting from a utility company who will not respond or for utilities that are not marked or that are mismarked.

D. Environmental Services

1. The CONSULTANT shall conduct a Red Flag Investigation (RFI) of the project corridor. The RFI will include a preliminary analysis of publicly available infrastructure, environmental, hydrological and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the INDOT Site Assessment & Management (SAM) Operating Manual. If after completion of the Red Flag survey and preliminary site investigation it is determined the project will require a Phase I Initial Site Assessment (ISA), Phase II Site Investigation, or development of a remediation work plan the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will required.
2. The CONSULTANT shall carry out environmental analyses and develop the appropriate level of National Environmental Policy Act (NEPA) documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. A Level 2 Categorical Exclusion is anticipated for this project. The environmental services required to develop this project shall be in accordance with the *Procedural Manual for Preparing Environmental Documents* (2008) and the most recent *INDOT Categorical Exclusion Manual* and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof.
3. The CONSULTANT shall provide specialized studies required to complete the environmental document including evaluation of potential historic or cultural resources. This shall include a Historic Properties Report, Archaeological Records Check, and an Archaeological Field Reconnaissance as required. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the INDOT Cultural Resources Manual. It is anticipated the project will result in a finding of "No Historic Properties." If consultation with INDOT and the State Historic Preservation Officer result in the identification of a resource eligible for listing on the National Register of Historic Places which could result in a finding of "No Adverse Effect" or "Adverse Effect," additional services will be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting parties coordination and/or the preparation of a Memorandum of Agreement.

4. The CONSULTANT shall prepare necessary documentation to advertise and conduct a Public Hearing and one (1) Public Information Meeting for the project. Public notices and presentation graphics will be prepared for the Public Hearing and Public Information Meeting in accordance with the most recent version of the INDOT Public Involvement Procedures Manual and revisions thereto. A hearing transcript and responses to public comment will be prepared to facilitate the Public Hearing Certification. If the LPA requests additional public involvement meetings be held, additional or supplemental services will be required to facilitate these meetings.
5. It is not anticipated that Section 4(f) or Section 6(f) documentation will be required as part of this project. If during development of the preferred alternative it is determined a Section 4(f) or Section 6(f) resource will be impacted and a Section 4(f) or Section 6(f) evaluation is necessary, additional or supplemental services will be required to develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations.
6. An analysis of Noise Impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in the most recent version of the INDOT Traffic Noise Analysis Procedures and revisions thereto. If during consultation with INDOT it is determined an analysis of noise impacts is required, services required for determining existing noise levels, identification of noise receivers, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement will be considered out of scope and additional or supplemental fees will be required.
7. If the CONSULTANT is required to provide an environmental service not listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the *Procedure Manual for Preparing Environmental Documents* dated 2008 and the most recent version of the *Categorical Exclusion Manual* and any revisions thereto. Copies of these documents are on file with the INDOT and are incorporated by reference and made a part hereof.
8. The CONSULTANT shall prepare a Wetland Delineation Report, including Qualitative Habitat Evaluation Index for streams to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.
9. The CONSULTANT shall prepare and submit the appropriate permit applications for the project including Section 401 Regional General Permit (RGP) to the Indiana Department of Environmental Management (IDEM) and Section 404 RGP to the United States Army Corps of Engineers (USACE). If during coordination with the USACE or IDEM it is determined that an individual permit and/or mitigation is required for impacts to water

resources, the work to identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.

E. Road Design

1. The CONSULTANT shall prepare Stage 1, Preliminary Field Check, Stage 2, Stage 3, and Final Tracings plans, special provisions for the specifications, and opinions of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any. The opinion of probable cost for construction shall be prepared as described in Paragraph H.
 - A. The road design limits are generally described in Item C.2.
 - B. The anticipated project design scope is described below:
 - 1) Road design shall be in accordance with 4R criteria outlined in Chapter 53 of the INDOT Design Manual.
 - 2) Project will include reconstruction and widening of the existing roadway on similar horizontal and vertical alignment with one 11' travel lane in each direction, center two way left turn lane, curb and gutter, storm sewer, 10' wide sidewalk adjacent to the north side of the roadway.
 - 3) Storm sewer will outlet to Horn Ditch.
 - 4) Maintenance of traffic is anticipated to utilize a full roadway closure with detour routes for through traffic.
 - 5) A prefabricated pedestrian bridge will be constructed adjacent to the north side of the existing bridge over Horn Ditch.
 - 6) No roadway modifications will occur within the existing right-of-way limits of the Norfolk Southern Railway.
2. The CONSULTANT will schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (40 percent complete plans) during the design phase.

F. Pavement Design

1. The CONSULTANT shall perform pavement design in accordance with the INDOT Design Memo 18-01. If an alternate bid is required by INDOT for an alternate pavement design, this will be considered a change in the scope, and additional or supplemental fees will be required.

G. Prefabricated Pedestrian Bridge Design

1. The CONSULTANT shall prepare contract bid documents for a bridge plan set in accordance with INDOT design practices and policy for a new pedestrian bridge over Horn Ditch, adjacent to CR 36/College Avenue over Horn Ditch. The pedestrian bridge is

assumed a single span, prefabricated steel truss on concrete abutments supported by piling. Also included are calculations, special provisions, and opinion of probable construction quantities and cost in accordance with the Indiana Design Manual for Stage 1, 3, and tracings submissions.

H. Opinion of Probable Cost For Construction

The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

I. Traffic Design Services

1. Traffic Analysis

- A. CONSULTANT will include the following study scenarios: design year traffic – no build, and design year with proposed lane configurations.
- B. The study is limited to the intersections and driveway connections listed below:
 - i. US 33 & College Avenue
 - ii. College Avenue & Spring Brooke Drive
 - iii. College Avenue & Century Drive

2. Traffic Counts

- A. Turning movement counts will be collected while schools are in session and include the following vehicle classification – lights, articulated trucks, and buses and single-unit trucks.
- B. Turning movement counts will be collected at each of the study intersections in the following time periods
 - i. 4am – 6am on a typical weekday
 - ii. 1pm-3pm on a typical weekday
- C. Traffic Volume Sets
 - i. Project background traffic volumes to the analysis year
- D. Capacity Analysis
 - i. Capacity analysis of the study intersections and driveway connections for each of the scenarios listed above using deterministic methods (traffic simulations are a supplemental service)
 - ii. Report control delay, level-of-service and queue lengths at each study intersection
 - iii. Evaluate the need for turn lanes and determine turn lane lengths as necessary
- E. Documentation
 - i. Prepare a summary memorandum documenting all study efforts, findings, and recommendations
- F. Signal Modification

- i. Prepare signal modification plans at the intersection of US 33 / Lincoln Highway & College Avenue based on anticipated changes to the east leg of the intersection
- ii. Signalization plans must provide enough information to allow for quantity takeoffs and must follow INDOT requirements

G. Coordination

- i. Attend up to one coordination meeting with the City to discuss study findings and recommendations
- ii. Attend up to one meeting with the Contractor for the purposes of coordinating signal design and deliverables

J. Hydraulic Analysis and IDNR Construction-in-a-Floodway Permit

The CONSULTANT will conduct a hydraulic analysis of Horn Ditch to determine the required waterway opening, minimum low chord elevation of the proposed bridge, and scour parameters for foundation design. This analysis will be coordinated with Elkhart County to determine the hydraulic parameters of the immediately upstream replacement bridge of CR 36/College Avenue over Horn Ditch which is currently under design. This analysis is not required to be reviewed or approved by the INDOT Office of Hydraulics, but the results will be used to for the IDNR Construction-in-a-Floodway permit and Elkhart County Permission to Cross a County Regulated Drain permit. Both permits are anticipated for this project as Horn Ditch is within the incorporated limits of the City of Goshen and is a regulated drain by Elkhart County.

K. Meetings

The CONSULTANT shall, as needed, make arrangements for and attend meetings in cooperation with the LPA, local officials, INDOT officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The CONSULTANT will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One scope meeting with INDOT and LPA
2. Field check meeting
3. Three progress meetings with the LPA
4. One meeting with utilities in addition to the field check
5. Twelve quarterly report meetings

L. Geotechnical

The CONSULTANT shall make or cause to be made a complete geotechnical investigation in general accordance with the INDOT Geotechnical Manual. The general scope of geotechnical services is attached as Exhibit 1. In the event more extensive boring, sampling, testing analyses and engineering services are needed, such services will be added via a supplemental contract.

M. Rule 5

The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Notice of Intent for construction.

N. Utility Coordination

The CONSULTANT shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including:

1. Coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

O. Right-of-Way Plan Development

1. Right-of-Way Engineering

- A. The CONSULTANT shall prepare title research, legal descriptions, route survey plats and/or right-of-way parcel plats, acquisition instruments, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL, and 865 IAC 1-12.
- B. The CONSULTANT shall compare and study, in detail, all of the title information and survey data furnished with it and the CONSULTANT shall calculate or otherwise determine all other data, as may be necessary, for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL. All documents, plats, and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to LPA. All documents and plats requiring a seal under this Contract may or may not be reviewed by LPA for content. If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that LPA or the consultant, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It will be the CONSULTANT'S duty to immediately inform LPA, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by LPA before proceeding on this portion of the work.
- C. The CONSULTANT may, with prior written approval of LPA, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by LPA for the purpose of completing the work included in this Contract.
- D. The CONSULTANT may, with the prior written approval of LPA, undertake field surveys for the purpose of checking title or plan data and/or for the acquisition of vital locative and boundary information that is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this Contract.
- E. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT will be dated and will bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal

supervision the same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility.

- F. Taking possession and use by LPA of completed portions of the work, at any time, will not be deemed as acceptance of the work so taken or used.

2. Right-of-Way Staking

The CONSULTANT shall provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

3. Title Research Services

A. Preparation of Title and Encumbrance Reports – Permanent Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property.

2) General

- a) Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicate or via ERMS if requested.
- b) The CONSULTANT agrees to testify in court in behalf of the LPA on any title work prepared under this contract should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.
- c) The CONSULTANT agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.

B. Preparation of Title and Encumbrance Reports – Temporary Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information.

2) General

- a) The CONSULTANT shall furnish a copy of the deed(s) that conveyed the caption to the current fee owner and any sell-offs.
- b) Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicated or via ERMS if requested.

C. Supplemental Title and Encumbrance Reports (Updates)

When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following, in duplicate:

- 1) A cover sheet that identifies any changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.
- 2) Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.

4. Appraisal Problem Analysis

The CONSULTANT shall provide an Appraisal Problem Report prepared by the project review appraiser (who is prequalified with INDOT) as follows:

- A. Examine the right-of-way plans and determine the extent of the taking
- B. Perform an on-site inspection of each parcel requiring right-of-way acquisition
- C. Determine the type of appraisal needed for each parcel in accordance with INDOT procedures
- D. Complete an Appraisal Problem Analysis form for each parcel to be acquired
- E. Transmit the completed report to the LPA for review and approval prior to the initiation of appraisal activity
- F. Revise the Appraisal Problem Analysis, as required, during the course of the project

P. Pre-Construction Conference

1. The CONSULTANT shall attend the pre-bid conference, answer contractor questions, and issue addenda as appropriate.

Q. Bid Phase Services

1. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division of INDOT.

R. Construction Phase Design Services

1. The CONSULTANT shall review all shop drawings for this contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT

in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

2. Following the award of a construction contract, the CONSULTANT will be responsible for attending the preconstruction meeting.
3. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries will be made only by persons designated by the LOCAL PUBLIC AGENCY to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than the LOCAL PUBLIC AGENCY's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
4. As needed and directed by the LPA, the CONSULTANT shall perform construction-phase utility coordination services as described in the 2013 Indiana Design Manual, Chapter 104, as revised.

S. Services Not Included in This Contract

1. Railroad Coordination Services
2. Bridge Design or Rehabilitation for the roadway bridge over Horn Ditch
3. Bridge Load Rating
4. Handrail Design
5. Aesthetic Details
6. Retaining Wall Design
7. Landscaping design and plan development
8. Pond design
9. Underdrain design
10. Subsurface utility location/engineering
11. Preparation of utility relocation plans
12. Traffic data collection, traffic analysis, and traffic signal design beyond scope items included above.
13. Lighting design and plan development
14. Phase I and Phase II Environmental Site Assessment
15. Detailed groundwater assessment
16. Stream and wetland mitigation design and plan development
17. Hazardous material remediation plan

18. Cemetery development plans
19. Water main and sanitary sewer design and plan development
20. Alternate bid pavement plans, opinion of probable cost, and specifications
21. Land Acquisition Services
22. Construction Inspection Services

APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by INDOT or the LPA
4. Traffic assignments, traffic signal warrants (new signal), traffic lighting warrants (new lighting)
5. Available data and previous studies from the transportation planning process
6. Utility plans available to INDOT or the LPA covering utility facilities and the location of signals and underground conduits throughout the affected areas
7. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
8. Aerial survey information
9. All legal services as may be required for development of the project
10. An LPA representative with decision-making authority for inquiries
11. Payment of all permit and review fees required by agencies having jurisdiction over this project data
12. Relocation plans for utility facilities owned by the local municipality that may be impacted by the Project.

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

- A. Field Survey complete within 90 calendar days after receipt of notice to proceed from the LPA.
- B. Environmental Services
 - 1. The CONSULTANT will initiate Early Coordination with resource agencies and the Section 106 Process within 60 days of Notice to Proceed.
 - 2. The CONSULTANT will submit Section 106 Documentation to INDOT for review within 120 days of Notice to Proceed and prepare a Section 106 Finding within 45 days of receipt of the State Historic Preservation Officer's suggested Finding of Effect and completion of Stage One Plans including right-of-way.
 - 3. The CONSULTANT will prepare a Draft Categorical Exclusion for release for public involvement within 45 calendar days after the signed Section 106 Finding of Effect is received from INDOT.
 - 4. The CONSULTANT will submit the Final Categorical Exclusion for signature within 30 days of receipt of the Certified Public Hearing documentation. Upon final signature, the CONSULTANT will circulate copies of the complete Categorical Exclusion as appropriate.
- C. Geotechnical Investigation Reports
 - 1. Preliminary Draft within 60 calendar days after Preliminary Field Check
 - 2. Final Draft within 45 calendar days after preliminary draft submission
- D. Roadway Design
 - 1. Stage 1 plans (25 percent complete) within 120 calendar days after receipt of topographic survey
 - 2. Preliminary field check meeting within 150 calendar days after approval of Stage 1 plans
 - 3. Stage 2 plans (60% complete) within 120 calendar days after the preliminary field check meeting
 - 4. Stage III plans (95 percent complete) six months prior to letting date or immediately after environmental document is approved, whichever is later
 - 5. Final tracings submittal approximately four months prior to letting date

APPENDIX "D"**A. Amount of Payment**

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed \$651,210 unless approved in writing by the LPA.
2. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$474,150 unless approved in writing by the LPA.
 - a. Survey \$65,750
 - b. Environmental Services
 - 1) Red Flag and Initial Site Assessment \$6,500
 - 2) Section 106 Documentation \$27,500
 - 3) Categorical Exclusion Document \$19,700
 - 4) Wetland Delineation \$10,600
 - 5) Public Hearing \$16,300
 - 6) Public Information Meeting \$11,800
 - c. Road Design and Plan Development \$198,000
 - d. Pavement Design \$6,500
 - e. Pedestrian Bridge Design \$47,050
 - f. Hydraulic Analysis & DNR Permit \$13,800
 - g. Traffic Design Services \$19,700
 - h. Meetings \$8,900
 - i. Utility Coordination \$16,900
 - j. Bidding Phase Services \$2,650
 - k. Pre-Construction Meeting \$2,500
3. The CONSULTANT shall be compensated for right-of way engineering services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit 2, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed \$126,660 unless and until a supplemental agreement is executed. Thirty-Five parcels are assumed.

4. The CONSULTANT shall receive payment for the work performed under this Contract related to geotechnical services based on the specific cost per unit as shown in Exhibit 1, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$37,600 unless and until a supplemental agreement is executed.
5. For construction phase services, the CONSULTANT will be compensated on a labor rate multiplier basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the direct wage and salary rates of each employee multiplied by 2.96, PLUS direct non-salary costs as approved by LPA. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed **\$12,800** unless and until a supplemental agreement is executed.
6. The CONSULTANT shall not be paid for any service performed by the LPA or not required to develop this project.

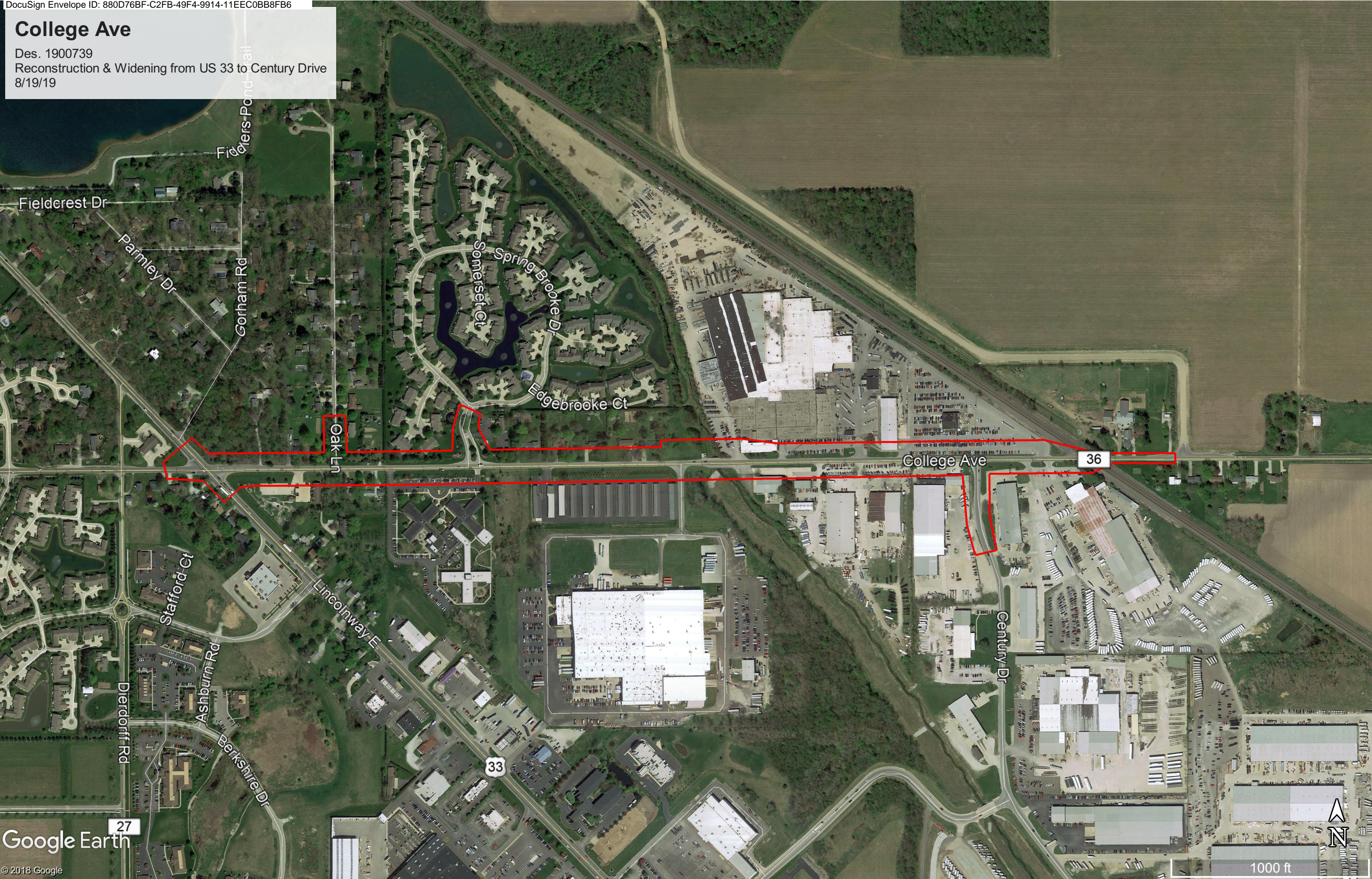
B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA.

The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.1 of this Appendix, percentage completed, and prior payments.
2. The LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT.
 - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, Changes In Work, of the General Provisions set out in this Contract.

College Ave

Des. 1900739
Reconstruction & Widening from US 33 to Century Drive
8/19/19



Google Earth 27



1000 ft



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: City of Goshen Board of Public Works and Safety Des. No.: 1900739
Project Description: College Avenue Reconstruction Project
Consultant Name: American Structurepoint, Inc.

1. Review the contract document:
 - a. Verify that the draft contract is consistent with the latest INDOT boilerplate.
 - b. Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
 - c. Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
 - d. Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
 - e. Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.
2. Verify Appendix “C” of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.
3. Verify the Appendix “D” compensation method is appropriate for the scope of work.
 - a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
 - b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
 - c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
 - d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at:
http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf
4. Verify the consultant has provided a copy of the lead consultant’s prequalification letter showing their approved overhead rate.

- 5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:
 - a. Itemization of task elements with estimated hours by employee classification.
 - b. Cost calculations show the overhead rate and profit rate has been applied.
- 6. Analyze the Consultant Fee Proposal.
 - a. Confirm the task elements are relevant to the scope of work.
 - b. Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: <http://www.in.gov/indot/2730.htm>.
 - c. Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
 - d. Confirm, to the extent possible, major task element and overall cost totals are not excessive.
- 7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?
 - a. Not Applicable
 - b. Engineer's Assignment is attached.

ERC Signature: _____ Date: _____

Printed Name: _____

AMERICAN STRUCTUREPOINT, INC.
 College Avenue Goshen Indiana
 MANHOOR JUSTIFICATION

College Avenue

DESCRIPTION: Field Survey

Revised: 8/27/2019

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Senior Land Surveyor	Land Surveyor	Survey Crew Chief	Survey Crew Member	Property Research	Senior Technician	
RESEARCH							
Assessor/Auditor Maps					2		
Owners Names & Addresses					2		
Deeds					6		
Utility Maps					2		
Recorded Surveys					1		
Section Corner Ties					1		
Record LCRSP					8		
Coordination	2						
SURVEY NOTICES							
Prepare Mailings	2				3		
UTILITY COORDINATION							
Utility Call In					2		
Onsite Meeting			4	4			
SURVEY CONTROL							
Set & Reference Control Points (INGCS)			11	11		16	
GPS Control Points			7	7			
Level Circuit (NAVD 1988 Datum)			7	7			
Coordination	1						
PROPERTY CORNER-TIE-IN							
Locate and Tie-in Section/Boundary/ROW/alignment corners			22	22			
Coordination	4						
TOPOGRAPHIC SURVEY							
College Avenue (5,100 LFT)			78	78			
Lincoln Way (200 LFT)			7	7			
Spring Brook Drive (200 LFT)			4	4			
Century Drive (400 LFT)			5	5			
Horn Ditch (X-Sections @ 50' Interval for 1,000 LFT)			11	11			
Bridge Sketch			2	2			
Coordination	6						
UTILITIES, SEWERS & DRAIN PIPE							
College Avenue (5,100 LFT)			14	14		12	
Lincoln Way (200 LFT)			2	2		1	
Spring Brook Drive (200 LFT)			1	1		1	
Century Drive (400 LFT)			1	1		1	
Coordination	4						
COMPUTATIONS							
Property Line & RW Computations	4	38					
Plot Survey Data and Surface (Microstation SS4)						47	
Location Control Route Survey Plat	4	23				16	
Fieldbook		7	3				
QA/QC	4	4					
TOTAL HOURS	31	72	179	176	27	94	
HOURLY RATE	155.82	\$ 129.13	\$ 108.73	\$ 69.43	\$ 92.87	\$ 124.74	
SUB TOTAL	\$ 4,830.42	\$ 9,297.36	\$ 19,462.67	\$ 12,219.68	\$ 2,507.49	\$ 11,725.56	\$ 60,043.18
REIMBURSABLE COSTS							\$ 5,710.00
TOTAL FEE							\$ 65,753.18

Reimbursable Costs	
Mileage 7 trips x 305 miles x 0.38/mile =	\$ 810.00
Lodging 2 men x 16 nights x \$100/night =	\$ 3,200.00
Per Diem 2 men x 20 days x \$40/day =	\$ 1,600.00
Research Copies	\$ 50.00
LCRS Recording	\$ 50.00
	\$ 5,710.00

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

9/5/2019

PROJECT: College Avenue (US 33 to Century Drive), Goshen, Elkhart Indiana (2019.01150)

DESCRIPTION: Red Flag/Hazardous Materials Assessment

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
IPaC Evaluation/Coordination	2	0	2	0	4	0	8
Infrastructure Review	2	1	1	0	2	0	6
Environmental Review	2	0	1	0	2	0	5
Hydrology Review	0	0	1	0	2	0	3
IDEM VFC Review/Evaluation of Sites	0	0	2	8	0	0	10
Prepare Red Flag Report	0	1	1	0	8	0	10
Coordination with INDOT	4	2	1	0	2	0	9
Total Hours	10	4	9	8	20	0	51
Average Hourly Rate	\$ 199.78	\$ 122.69	\$ 174.94	\$ 120.90	\$ 74.19	\$ 124.74	
Direct Salary Cost	\$ 1,997.80	\$ 490.76	\$ 1,574.46	\$ 967.20	\$ 1,483.80	\$ -	\$ 6,514.02
Direct Expenses							\$ -
Total Cost							\$ 6,514.02

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	0	\$ -
Mileage	\$ 0.38	Miles	0	\$ -
				\$ -
				\$ -
				\$ -
Total				\$ -

AMERICAN STRUCTUREPOINT, INC.**MAN-HOUR JUSTIFICATION**

9/5/2019

PROJECT: College Avenue (US 33 to Century Drive), Goshen, Elkhart Indiana (2019.01150)

DESCRIPTION: Section 106 Documentation and Coordination

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Identify Consulting Parties	2	3	2	0	4	0	11
Coordinate Finding/Section 800.11 Documentation	3	2	4	0	14	0	23
Coordination with Consulting Parties	2	4	4	0	12	0	22
Total Hours	7	9	10	0	30	0	56
Average Hourly Rate	\$ 199.78	\$ 122.69	\$ 174.94	\$ 120.90	\$ 74.19	\$ 124.74	
Direct Salary Cost	\$ 1,398.46	\$ 1,104.21	\$ 1,749.40	\$ -	\$ 2,225.70	\$ -	\$ 6,477.77
Direct Expenses							\$ 21,036.98
Total Fee							\$ 27,514.75

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	0	\$ -
Mileage	\$ 0.38	Miles	0	\$ -
				\$ -
Section 106 Services (Pre-qualified Professional)	\$ 21,036.98	Lump Sum	1	\$ 21,036.98
				\$ -
				\$ -
Total				\$ 21,036.98

WEINTRAUT & ASSOCIATES, INC.

August 22, 2019

Briana Hope
American Structurepoint
Shadeland Station
Indianapolis, Indiana

Re: College Avenue Goshen, Indiana

Dear Ms. Hope:

Per your email of August 19, 2019, I have prepared a proposal to prepare a No Adverse Effect Finding to fulfill Section 106 requirements for the above referenced Project. From the scope of work provided in your email, I believe that not all items of the work will fall under the Minor Projects Programmatic Agreement.

Per your request, Weintraut & Associates is providing a proposal to identify and evaluate historic properties in accordance with Section 106, National Historic Preservation Act (NHPA) of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004. Archeological investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory - Archaeological Sites", and recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). The field work, laboratory analysis and preparation of the final report and recommendations will be accomplished or directly supervised by a qualified professional archaeologist meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code. All reports will be prepared in accordance with INDOT's *Cultural Resource Manual*.

Deliverables

- Section 1 with associated of the MPPA
- Short Archaeology Report
- Regular Historic Property Report
- Finding of No Adverse Effect

Assumptions

- Right-of-way acquisition will occur in area along College Avenue;
- MPPA will not apply;
- An archaeologist will do a records check and field reconnaissance within project area provided in the email of August 19,2019;
- Short archaeology report will be necessary;
- The Finding will be No Adverse Effect if there are eligible post-World War II properties and No Historic Properties Affected if there are not;
- Only one mobilization for archaeology;
- No consulting party meetings and no agency meetings

Tasks:

1. Complete Section 1 of the MPPA;
2. Site visit for structures;
3. Conduct records check for structures and for archaeology;
4. Complete archaeology reconnaissance;
5. Prepare Archaeology Short Report;
6. Prepare Historic Property Report;
7. Submit reports to Structurepoint for review;
8. Make revisions;
9. Submit reports to CRO;
10. Make revisions;
11. Prepare 800.11(e);
12. Submit to Structurepoint for review;
13. Make revisions;
14. Submit to CRO for review;
15. Make revisions

It is my understanding that Structurepoint will:

1. Provide Notice of Survey;
2. Provide Plans and Design Drawings as appropriate for the reports and documentation;
3. Transmit all documentation to CRO.

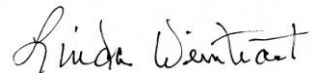
Items Specifically Not Included

- Any work associated with encountering archaeological sites or human remains;
- Any work associated with Adverse Effect documentation;
- Effects Letter;
- Consultation with the Advisory Council on Historic Preservation;
- Consulting party consultation/meetings;
- Agency meetings.

Other work not specifically stipulated above, including but not limited to: archaeology Phase Ib, Phase Ic, Phase II, or Phase III archaeological investigations; team meetings; agency meetings; and/or consulting party meetings, will be subject to a contract addendum or additional task order.

Please note that all historians and archaeologists on staff meet or exceed the professional standards for conducting this work. Please feel free to call if you have questions. Thank you for the opportunity to submit this proposal.

Best regards,

A handwritten signature in cursive script that reads "Linda Wentz".

Weintraut & Associates, Inc.
PROJECT COST PROPOSAL: American Structurepoint
 College Avenue, Goshen, Indiana
No Adverse Effect Finding

8/21/2019

WORK HOURS BY CLASSIFICATION

ITEM	Principal	Archaeologist PI	Senior Archaeology PI	Senior Staff Archaeologist	Archaeology Tech	Historian Senior	Historian	Report Design	Planner/GIS Administrator	
Project Setup & Mobilization	10	0	0	0	0	0	0	0	0	
Aboveground Study										
Consultation with consulting parties	0	0	0	0	0	0	0	0	0	
*Field survey (including photo labeling & field notes)	2	0	0	0	0	8	8	0	0	
*Research/Historic Context	0	0	0	0	0	0	40	0	0	
*Prepare Historic Property Report, including QAQC	8	0	0	0	0	8	48	4	2	
Prepare an ECL and transmittal email	0	0	0	0	0	0	0	0	0	
*Distribute the Report	0	0	0	0	0	0	0	0	0	
Archaeology Study*										
Records Check	0	0	0	0	0	0	0	0	0	
Reconnaissance -	0	20	0	20	0	0	0	0	0	
Archaeology Report, including QAQC	2	32	8	0	0	0	0	0	4	
Laboratory	0	0	0	0	0	0	0	0	0	
Research for Cemetery Development Plan	0	0	0	0	0	0	0	0	0	
Section 106 Documentation										
Effects Letter	0	0	0	0	0	0	0	0	0	
800.11(e) Documentation, including QAQC	4	0	0	0	0	32	4	0	4	
e-800 notification to ACHP	0	0	0	0	0	0	0	0	0	
Memorandum of Agreement	0	0	0	0	0	0	0	0	0	
Public Notice	0	0	0	0	0	0	0	0	0	
Consulting Party Meeting (1)	0	0	0	0	0	0	0	0	0	
Agency or Team Conference calls	0	0	0	0	0	0	0	0	0	
TOTAL HOURS	26	52	8	20	0	48	100	4	10	
HOURLY RATES	\$141.65	\$68.46	\$82.63	\$54.29	\$37.77	\$82.63	\$64.92	\$59.02	\$66.10	
COSTS PER CLASSIFICATION	\$3,682.90	\$3,559.92	\$661.04	\$1,085.80	\$0.00	\$3,966.24	\$6,492.00	\$236.08	\$661.00	

DIRECT EXPENSES

Trips	number	rate	total
Curation (350 per box)*	0	350 \$	-
Mileage (300 miles per trip @ 3 trips)	2	250 \$	190.00
Public Notice			
Per Diem	2	26 \$	52.00
Lodging(1 night one person @ 89.90 plus tax)	2	100 \$	200.00
Radiocarbon Dating (0 samples)		\$	-
Sub consultant specialists - 0		\$	-
Trimble rental		\$	-
Misc. - mailings, photocopies,		\$	250.00
		\$	692.00

SUMMARY:

DIRECT HOURLY RATES	\$20,344.98
DIRECT EXPENSES	\$692.00
TOTAL	<u>\$21,036.98</u>

Any site encountered will result in additional charges (small site equates to \$3,000)

AMERICAN STRUCTUREPOINT, INC.**MAN-HOUR JUSTIFICATION**

9/5/2019

PROJECT: College Avenue (US 33 to Century Drive), Goshen, Elkhart Indiana (2019.01150)**DESCRIPTION:** Prepare Categorical Exclusion

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	
Step 1 -- Develop Purpose and Need							
Project Kick-off Meeting	1	0	2	0	2	0	5
Determine Purpose and Need	1	0	4	0	8	0	13
Obtain/Notify Project Area Property Owners	0	0	1	0	2	0	3
Step 2 -- Alternative Analysis							
Identify/Evaluate Conceptual Alternatives	4	4	2	0	8	0	18
Step 3 -- Environmental Analysis							
Early Coordination w/ resource Agencies	0	0	2	0	8	0	10
Environmental Studies and Analysis	0	0	0	0	0	0	0
Endangered Species							0
Karst Features							0
QA/QC Review							0
Step 4 -- Prepare Categorical Exclusion							
General Project Identification/Description/Design	5	4	10	0	20	0	39
Project Description/Preferred Alternative	2	3	2		4		11
Purpose and Need for Project			2		4		6
Other Alternatives Considered			2		4		6
Roadway Character			1		2		3
Design Criteria for Bridges			0.5		1		1.5
Maintenance of Traffic			1		2		3
Estimated Cost and Schedule		1	0.5		1		2.5
Right-of-Way			1		2		3
QA/QC Review	3						3
Identification/Evaluation of Impacts	4	0	11	0	22.5	0	37.5
Ecological Resources			1		2		3
Other Resources			0.5		1		1.5
Cultural Resources			1		2		3
Section 4(f)/Section 6(f) Resources			2		4		6
Air Quality Impacts			1		2		3
Noise Impacts					0.5		0.5
Community Impacts			1		2		3
Public Involvement			1		2		3
Hazardous Materials & Regulated Substances			1		2		3
Permits Required			0.5		1		1.5
Environmental Commitments			1		2		3
Early Coordination			1		2		3
QA/QC Review	4						4
Step 5 -- Assemble Categorical Exclusion							
Assemble Draft Document	0	0	2	0	8	0	10
Prepare Graphics	0	0	2	0	6	0	8
Update Document per INDOT Review/Guidance	0	0	2	0	4	0	6
Coordinate Final Approval after Public Involvement	0	0	1	0	2	0	3
Commitment Summary Database Spreadsheet	0	0	2	0	4	0	6
Project Management/Client Coordination	8	0	0	0	0	0	8
Total Hours	23	8	41	0	95	0	167
Average Hourly Rate	\$ 199.78	\$ 122.69	\$ 174.94	\$ 120.90	\$ 74.19	\$ 124.74	
Direct Salary	\$ 4,594.94	\$ 981.52	\$ 7,172.54	\$ -	\$ 7,010.96	\$ -	\$ 19,759.96
Direct Expenses							\$ -
Total Cost							\$ 19,759.96

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	0	\$ -
Mileage	\$ 0.38	Miles	0	\$ -
				\$ -
				\$ -
				\$ -
HazMat Database Report	\$ 350.00	Lump Sum	0	\$ -
				\$ -
Total				\$ -

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

9/5/2019

PROJECT: College Avenue (US 33 to Century Drive), Goshen, Elkhart Indiana (2019.01150)

DESCRIPTION: Wetland Delineation and Permitting

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Conduct Field Investigation	1	1	12	0	12	0	26
Prepare Wetland Boundary Mapping/Exhibits	1	1	2	0	12	0	16
Prepare Delineation Report/JD Forms/Data Sheets	0	1	2	0	16	0	19
Coordinate Project with Regulatory Agencies	1	0	1	0	2	0	4
Prepare IDEM 401 (RGP)/404 (RGP) Applications	1	3	6	0	24	0	34
Total Hours	4	6	23	0	66	0	99
Average Hourly Rate	\$ 199.78	\$ 122.69	\$ 174.94	\$ 120.90	\$ 74.19	\$ 124.74	
Direct Salary Cost	\$ 799.12	\$ 736.14	\$ 4,023.62	\$ -	\$ 4,896.54	\$ -	\$ 10,455.42
Direct Expenses							\$ 191.50
Total Cost							\$ 10,646.92

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	2	\$ 30.00
Mileage	\$ 0.38	Miles	425	\$ 161.50
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ 191.50

AMERICAN STRUCTUREPOINT, INC.**MAN-HOUR JUSTIFICATION**

9/5/2019

PROJECT: College Avenue (US 33 to Century Drive), Goshen, Elkhart Indiana (2019.01150)

Description: Public Involvement

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Public Information Meeting (PIM)							
Coordinate Meeting Date and Location	0	0	1	0	2	0	3
Prepare Meeting Presentation/Handouts	4	8	4	0	12	8	36
Prepare Public Notice	0	0	1	0	2	0	3
Conduct Public Information Meeting	7	7	9	0	9	0	32
Total Hours (PIM)	11	15	15	0	25	8	74
Direct Salary Cost (PIM)	\$ 2,197.58	\$ 1,840.35	\$ 2,624.10	\$ -	\$ 3,118.50	\$ 997.92	\$ 10,778.45
Direct Expenses (PIM)							\$ 978.00
Total Cost (PIM)							\$ 11,756.45

Direct Expenses (PIM)	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	0	\$ -
Mileage	\$ 0.38	Miles	600	\$ 228.00
				\$ -
Graphics	\$ 150.00	Sets	2	\$ 300.00
Handouts	\$ 5.00	Packets	50	\$ 250.00
Legal Notice	\$ 200.00	Lump Sum	1	\$ 200.00
Total				\$ 978.00

Public Hearing (PH)							
Identify Location and Prepare Notices	0	0	1	0	2	0	3
Prepare Hearing Presentation/Graphics	4	8	4	0	16	8	40
Attend Hearing	9	9	0	9	9	0	36
Prepare Hearing Transcript/Responses	4	8	0	4	8	0	24
Obtain Hearing Certification	0	0	1	0	2	0	3
Total Hours (PH)	17	25	6	13	37	8	106
Direct Salary Cost (PH)	\$ 3,396.26	\$ 3,067.25	\$ 1,049.64	\$ 1,571.70	\$ 4,615.38	\$ 997.92	\$ 14,698.15
Direct Expenses (PH)							\$ 1,578.00
Total Cost (PH)							\$ 16,276.15

Direct Expenses (PH)	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 15.00	person/day	0	\$ -
Mileage	\$ 0.38	Miles	600	\$ 228.00
				\$ -
Stenographer	\$ 400.00	Report	1	\$ 400.00
Graphics	\$ 150.00	Sets	2	\$ 300.00
Handouts	\$ 5.00	Packets	50	\$ 250.00
Legal Notice	\$ 200.00	Lump Sum	2	\$ 400.00
Total				\$ 1,578.00

Public Involvement Totals							
Total Hours	28	40	21	13	62	16	180
Average Hourly Rate	\$ 199.78	\$ 122.69	\$ 174.94	\$ 120.90	\$ 124.74	\$ 124.74	
Direct Salary Cost (PI)	\$ 5,593.84	\$ 4,907.60	\$ 3,673.74	\$ 1,571.70	\$ 7,733.88	\$ 1,995.84	\$ 25,476.60
Direct Expenses (PI)							\$ 2,556.00
Total Cost (PI)							\$ 28,032.60

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: College Ave - Goshen

Description: Road Design

07-Sep-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Stage 1 Plans (25% complete)						
Coordinate Field Survey	0	2	2	0	2	6
Compile Field Survey Data	0	0	2	0	2	4
Generate Existing Ground Model	0	0	0	0	3	3
Topo Field Verification	0	8	8	0	0	16
Plot and Check Topo	0	1	2	1	4	8
Plot and Check Cross Sections	0	0	5	0	8	13
Develop and check Title Sheet	0	1	0	1	2	4
Develop and check Index Sheet	0	1	0	2	3	6
Develop Typical Sections	0	2	8	8	9	27
Level One Checklist	0	3	9	6	0	18
Determine Design Criteria	0	3	2	2	0	7
Preliminary Intersection Layout	0	0	4	0	4	8
Design Preliminary Roadway Alignment	0	6	8	0	4	18
Design Preliminary Profile Grades	1	8	12	12	0	33
Develop Plan & Profile Sheets	0	4	7	6	16	33
Check Plan & Profile Sheets	0	4	7	0	0	11
Develop Cross Sections	1	1	12	6	16	36
Preliminary Sight Distance Computations	0	0	8	6	0	14
Preliminary Path and Sidewalk Design	0	2	10	6	4	22
Existing Drainage on Cross Sections	0	0	0	0	6	6
Preliminary Drainage Analysis & outlet options	0	8	10	6	4	28
Culvert Hydraulic Analysis (not required)	0	0	0	0	0	0
Coordinate Pedestrian Bridge Grades	0	4	8	4	0	16
Preliminary Culvert Detail Sheet (not required)	0	0	0	0	0	0
Preliminary Quantity Computations	0	4	10	10	0	24
Preliminary Cost Estimate	1	1	10	6	0	18
Prepare Submittal Packet	0	1	1	0	0	2
Plot 25% Plans	0	0	0	0	3	3
Submit 25% Plans	0	2	2	0	1	5
Project Management	8	16	0	0	0	24
QC/QA Plans before Submittal	1	8	0	0	0	9
Subtotal	12	90	147	82	91	422
Preliminary Field Check Plans (43% complete)						
Update and check Index Sheet	0	0	0	1	0	1
Update Typical Sections	0	0	0	4	2	6
Level One Checklist	0	0	2	0	0	2
Update Plan & Profile Sheets	0	2	0	4	4	10
Check Plan & Profile Sheets	0	4	0	0	0	4
Develop Preliminary Construction Detail Sheets	0	4	8	8	16	36
Develop Cross Sections	0	0	0	2	8	10
Intersection Details	0	3	4	2	0	9
Finalize Sight Distance Computations	0	0	1	0	1	2
Stormsewer trunk line layout	1	6	17	10	6	40
Preliminary Drainage on Plans	0	1	1	2	8	12
Check Preliminary Drainage	0	2	0	0	0	2
Preliminary Right-of-way determinations	1	4	16	0	0	21
Preliminary Driveway Design	0	6	10	10	2	28
Preliminary MOT Design	0	3	8	4	2	17
Environmental Permit Coordination	0	1	4	0	0	5
Update Quantity Computations	0	1	8	4	0	13
Update Cost Estimate	0	1	8	2	0	11
Prepare Submittal Packet	1	1	1	0	1	4
Plot 43% Plans	0	0	0	1	1	2
Submit 43% Plans	0	2	0	0	2	4
Field Check Plan Mailing and Coordination	0	1	1	0	1	3
Project Management	8	16	0	0	0	24
QC/QA Plans	0	2	0	0	0	2
Subtotal	11	60	89	54	54	268

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: College Ave - Goshen

Description: Road Design

07-Sep-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Stage 2 Plans (60% complete)						
Revise Plans per Field Check	0	6	8	8	8	30
Update and check Index Sheet	0	0	0	1	0	1
Update Typical Sections	0	0	0	4	2	6
Level One Checklist	0	0	2	0	0	2
Update Plan & Profile Sheets	0	2	0	4	4	10
Update Construction Detail Sheets	0	4	8	8	8	28
Update Cross Sections	0	2	3	6	6	17
Coordinate Geotechnical Investigation	0	4	2	0	0	6
Preliminary Plat # 1	0	0	4	0	4	8
Final Right-of-way determinations	1	6	8	6	0	21
Update Driveway Design	0	0	4	4	2	10
Update MOT Design	0	3	8	4	2	17
Update Quantity Computations	0	1	8	4	0	13
Update Cost Estimate	0	1	10	2	0	13
Prepare Submittal Packet	1	1	4	0	1	7
Plot 60% Plans	0	0	0	1	1	2
Submit 60% Plans	0	2	0	0	2	4
Project Management	8	14	0	0	0	22
QC/QA Plans	0	8	0	0	0	8
Subtotal	10	54	69	52	40	225
Stage III Plans (90% complete)						
Revise Plans per STG2 Review	0	8	8	8	8	32
Update Typical Section Sheets	0	0	1	1	0	2
Update Final Proposed R/W	0	4	6	2	0	12
Final Plat #1	0	0	0	0	4	4
Final Plan and Profile Sheets	0	6	4	6	6	22
Final Construction Detail Sheets	0	6	4	6	8	24
Final Intersection Design Details	0	0	8	8	2	18
Develop Spot Elevation Sheets	0	1	16	6	0	23
Preliminary Erosion Control Design	0	2	4	4	0	10
Preliminary Erosion Control on Plans	0	0	0	2	4	6
Review Environmental Permitting	0	2	0	0	0	2
Final Path and Sidewalk Design	0	0	20	8	2	30
Approaches on Plans	0	0	4	4	4	12
Develop Preliminary Approach Table	0	0	3	2	0	5
Final Maintenance of Traffic Design	0	4	8	16	3	31
Finalize Drainage	0	0	16	2	0	18
Inventory and Evaluate Existing Signs	0	0	3	2	0	5
Pavement Marking Design	0	0	4	6	0	10
Develop Pavement Marking Plans	0	0	0	2	5	7
Develop Structure Data Table	0	1	1	2	2	6
Upgrade Cross Section Sheets	0	0	8	8	8	24
Final Quantity Computations	0	0	10	12	1	23
Underdrain Design (not req'd)	0	0	0	0	0	0
Right of Way Coordination	0	4	0	0	0	4
Coordinate Final Pedestrian Bridge grades	0	8	8	8	2	26
Review Geotechnical Report	0	2	0	0	0	2
Final Erosion Control Plans & Tables	0	0	2	2	4	8
Final Pipe Material Sheets	0	0	1	2	2	5
Final Sod & Riprap Tables	0	0	2	2	0	4
Final Design Computations Book	0	2	8	0	0	10
Final Environmental Permits Coordination	0	2	0	0	0	2
Check Final Design Computations Book	0	4	0	0	0	4
Final Quantity Book	0	4	10	8	0	22
Check Final Quantities	0	0	2	8	0	10
Final Construction Cost Estimate	1	1	8	8	0	18
Develop Unique Special Provisions	1	3	8	12	0	24
Special Provisions Menu	1	2	2	0	0	5
Rule 5 Completed SWPPP & Application	0	4	8	16	0	28

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: College Ave - Goshen

Description: Road Design

07-Sep-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Coordinate Rule 5 Notice of Intent	0	0	2	0	0	2
Submit Rule 5 Plans	0	1	2	0	0	3
Project Management	8	12	0	0	0	20
Submittal Packet for Stage III Plans	1	2	2	0	2	7
Final QC/QA Plans and Design	4	3	0	0	0	7
Submit Stage III Plans	0	1	1	0	1	3
Subtotal	16	89	194	173	68	540
Final Package / Tracings 100%						
Stage III Plan Revisions	0	8	14	16	8	46
Project Management	8	12	0	0	0	20
Submittal Packet for Final Package	1	8	8	0	2	19
Final QC/QA Plans and Design	2	12	0	0	0	14
Submit Final Package	0	2	2	0	3	7
Final Package Preparation	4	8	8	0	2	22
Subtotal	15	50	32	16	15	128
Subtotal	64	343	531	377	268	1358
TOTAL HOURS	64	343	531	377	268	1358
WEIGHTED HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	
DIRECT SALARY COST	\$12,785.92	\$52,328.08	\$65,148.39	\$33,673.64	\$33,430.32	\$197,366.35
DIRECT COSTS (See Below)						\$604.00
TOTAL FEE						\$197,970.35

	Unit Cost	Quantity	Cost
Mileage	\$0.380	800	\$304.00
Shipping	LSUM	0	\$300.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$604.00

AMERICAN STRUCTUREPOINT, INC.

Pavement Design - Manhour Justification

Project: College Ave - Goshen

Description: Consultant Pavement Design Services

September 7, 2019

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Overlay Pavement Design						
Project Site Visit/Distress Survey						0
Prepare Patching Map/Table						0
Compile Design Inputs		1	4			5
Prepare ME Design runs for Pavement Sections		2	4			6
Run / Analyze Pavement Sections using ME Design (assume 4)		2	6			8
Cost per Lane Mile per Year of Service Calculations		1	2			3
Determine Detailed Pavement Sections		2	4			6
Prepare INDOT Pavement Design Report		2	8			10
QC/QA Design and Report		7				7
Coordination with INDOT (including status report)		3				3
Subtotal	0	20	28	0	0	48
TOTAL HOURS	0	20	28	0	0	48
BASE HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	
DIRECT SALARY COST	\$0.00	\$3,051.20	\$3,435.32	\$0.00	\$0.00	\$6,486.52
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$6,486.52
SUBMITTED FEE						\$6,480.00

	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Traffic Protection (attenuator Truck)	LSUM	0	
Police Protection (hourly rate)	\$40.00	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$0.00

AMERICAN CONSULTING, INC.

MANHOOR JUSTIFICATION

PROJECT: CR 36/College Ave. over Horn Ditch
DESCRIPTION: PEDESTRIAN BRIDGE DESIGN

Date: 8/26/2019

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Principal	Project Manager	Project Engineer	Staff Engineer	Senior Technician	Technician	
STAGE 1 SUBMISSION							
Review Survey Notes							0
Plot, Check & Ink Topo for Plan & Profile							0
Plot & Check Original Cross Sections							0
Plot & Check Topo on Layout Sheet		2	3		8	4	17
Prepare Preliminary Typical Cross Sections							0
Prepare Preliminary Title Sheet			1	2		2	5
Design Preliminary Structure Geometrics on Layout		2		6	2		10
Prepare Preliminary Channel Layout							0
Prepare Preliminary Layout Sheet		1		9		4	14
Preliminary Structural Designs		1	5	15			21
Economic Cost Analysis (Structure Type)		1	2	9			12
Design Preliminary Grade / Check Vertical Clearances		1	3	1			5
Preliminary Drainage Design							0
Preliminary Guardrail design							0
Preliminary Approach, Drive & Intersection Details							0
Preliminary Plot of Final Cross Sections							0
Prepare Preliminary General Plan		2	4		8	4	18
Preliminary Maintenance of Traffic							0
Utility Coordination							0
Preliminary Design Summary		2	2				4
Level One documentation / Compile Submission Package		2	4	2			8
Final QC/QA Check		4	2				6
STAGE 2 SUBMISSION							
Revise Plans per Review		1	1	1	1	1	5
Field Inspection		6					6
Preliminary Field Check Minutes		1					1
Revise Plans per Field Check Review		1	2	2	1	1	7
R/W Design & Plans							0
R/W Plat #1 or #3							0
Finalize Typical Cross Sections							0
Final Cross Sections							0
Final Plan & Profile Sheets							0
R/W Plans							0
Preliminary Approach Table							0
Preliminary Construction Cost Estimate		1	4	4			9
Final Approach, Drive & Intersection Details							0
Plot and Check Hearing Plans		1	1		1		3
Preparation and Attend Public Hearing		4					4
Revise Plans per Hearing & Agency Comments		1	2		4		7
Foundation Selection			2	2	1		5
Soil Boring Sheet			2	2	2	2	8
Final Design Summary							0
Permit Preparation			4				4
Utility Coordination		2	2				4
Level One documentation / Compile Submission Package							0
Final QC/QA Check							0

AMERICAN CONSULTING, INC. MANHOUR JUSTIFICATION

PROJECT: CR 36/College Ave. over Horn Ditch
DESCRIPTION: PEDESTRIAN BRIDGE DESIGN

Date: 8/26/2019

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Principal	Project Manager	Project Engineer	Staff Engineer	Senior Technician	Technician	
STAGE 3 SUBMISSION							
Final Drainage Design							0
Structure Data Sheet		1	2	2		1	6
Superstructure Design & Details		2	4		2	2	10
Deck and Rail Design & Details		2	4	4	2	4	16
Bearing Design & Details		2	4	2	2	2	12
Screeds							0
End Bent Design & Details		3	9	7	3	3	25
Interior Substructure Design & Details							0
Underdrain Design & Table							0
Paved Side Ditch, Sodding & Sign Table							0
Earthwork Computation & Balance							0
Final Maintenance of Traffic							0
Final Channel Layout							0
Final Layout		4	4	4		4	16
Final General Plan		6	8			2	16
Bridge Seat Elevations		2	4				6
RC Bridge Approach Details			2	2	1	2	7
Quantity Calculations		4	4	4			12
Bridge Summary		1	1	1		1	4
Preliminary Estimate of Quantities & Cost Estimate		4	3	4			11
Finalize Title Sheet		1	1	1		1	4
Preliminary Special Provisions		2	2	2			6
Erosion Control Plans / Rule 5 Submittal							0
Level One documentation / Compile Submission Package		2	2	4			8
Final QC/QA Check		4					4
TRACINGS SUBMISSION							
Revise Plans per Final Plan Review		1	2	2	2	1	8
Construction Cost Estimate & Estimate of Quantities		1	2	2		1	6
Final Special Provisions		1	2	2		1	6
Level One documentation / Compile Submission Package		2	2				4
Final QC/QA Check		4					4
TOTAL HOURS							
	0	85	108	98	40	43	374
AVERAGE HOURLY RATE	\$ 221.18	\$ 199.78	\$ 122.69	\$ 89.32	\$ 124.74	\$ 69.39	
SALARY COSTS	\$ -	\$16,981.30	\$13,250.52	\$ 8,753.36	\$ 4,989.60	\$ 2,983.77	\$46,958.55
DIRECT COSTS (see below)							\$ 94.24
TOTAL FEE							\$47,052.79

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel, (field checks, office reviews, public meetings, coordination meetings, etc.)	\$ 0.38	248	\$ 94.24
Newspaper Announcements (Hearing, Rule 5, DNR, etc)	\$ 500.00		\$ -
Permit Fees	\$ 215.00		\$ -
Mounting, Outside printing	\$ 0.10		\$ -
Lodging	\$ 100.00		\$ -
Meals	\$ 15.00		\$ -
		TOTAL	\$ 94.24

AMERICAN STRUCTUREPOINT, INC.**MANHOUR JUSTIFICATION**

PROJECT: CR 36/College Ave. Widening
INDOT DES NO.: 1900739

Scope of Work: New Pedestrian Bridge over Horn Ditch
Acquire DNR Permit
Perform Hydraulic Analysis

9/7/2019

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Principal	Project Manager	Project Engineer	Staff Engineer	Senior Technician	Technician	
Existing Permit and Model Research		2		2			
Create/Revise Hec-Ras Geometric Data		4	4	7			
Cut Cross Sections in CAD from Survey				4	8		
Supplement 2 foot Contours				4	4	4	
Hec-Ras Hydraulic Analysis		4	4	9			
Report Preparation		3	4	8			
HYDRAULIC ANALYSIS REPORT							
DNR Permit Report		2	2	2			
Permit Drawings		2	2	2	2	7	
Public Notice Documents				4			
Application Documentation		4	4	10			
DNR Permit							
TOTAL HOURS	0	21	20	52	14	11	
AVERAGE HOURLY RATE	\$ 221.18	\$ 199.78	\$ 122.69	\$ 89.32	\$ 124.74	\$ 69.39	
SALARY COST	\$ -	\$ 4,195.38	\$ 2,453.80	\$ 4,644.64	\$ 1,746.36	\$ 763.29	\$ 13,803.47
DIRECT COSTS							\$0.00
TOTAL FEE							\$ 13,800.00

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.38	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Total			\$0.00

AMERICAN STRUCTUREPOINT, INC.
MAN HOUR JUSTIFICATION

College Avenue Traffic Study - Des. 1900739

Goshen, IN

07-Sep-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)						TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	Technician	
	15%	20%	35%	30%	0%	0%	100%
Count Coordination & Processing	1	1	1	1	0	0	4.0
Develop Volume Sets	1	1	2	2	0	0	6.0
Coordination with Agencies	1	1	0	0	0	0	2.0
Capacity Analysis (Synchro/Sidra)	5	5	11	9	0	0	30.0
Turn Lane Length Calculation	0	1	1	1	0	0	3.0
ID Improvements	0	1	1	1	0	0	3.0
Conceptual Design	0	0	0	0	0	0	0.0
Draft Report	2	3	6	5	0	0	16.0
Final Report	1	1	1	1	0	0	4.0
Meetings	3	3	0	0	0	0	6.0
TOTAL HOURS	14.0	17.0	23.0	20.0	0.0	0.0	74
HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	\$69.39	
SALARY COST (LUMP SUM)	\$2,797	\$2,594	\$2,822	\$1,786	\$0	\$0	\$10,000
HOURLY COSTS							
	0	0	0	0	0	0	0
TOTAL HOURS	0	0	0	0	0	0	0
HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	\$69.39	
SALARY COST (HOURLY)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT COSTS							
Mileage							\$31
Meals							\$8
Traffic Counts							\$900
TOTAL DIRECT COSTS							\$939
TOTAL COST							
Salary Cost (LUMP SUM)							\$10,000
Salary Cost (HOURLY)							\$0
Direct Cost							\$900
TOTAL STUDY COST							\$10,900

AMERICAN STRUCTUREPOINT, INC.
MAN HOUR JUSTIFICATION

Project: College Avenue Signal Modification

Location: US 33 & College Avenue

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)						TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	Technician	
Signal Design	5%	10%	30%	20%	25%	10%	100%
Review & obtain as-builts	0	1	3	2	0	0	6
Site visit	0	2	0	2	0	0	4
Create Design File	0	1	2	2	3	2	10
Create Plan Sheets	0	0	2	2	0	0	4
PFC Submittal	1	2	3	3	4	1	14
Quantities	0	0	3	1	0	0	4
Specs	1	1	0	0	0	0	2
100% Submittal	1	2	4	6	3	2	18
Coordination	1	2	2	0	0	0	5
Meetings	2	2	0	0	0	0	4
TOTAL HOURS	6	13	18	18	10	5	71
HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	\$69.39	
SALARY COST (LUMP SUM)	\$1,199	\$1,983	\$2,233	\$1,608	\$1,247	\$375	\$8,645
DIRECT COSTS							
Mileage							\$165
Meals							\$12
TOTAL DIRECT COSTS							\$177
TOTAL COST							
Salary Cost (LUMP SUM)							\$8,645
Direct Cost							\$180
TOTAL STUDY COST							\$8,800

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: College Ave - Goshen

Description: Stakeholder Meetings

07-Sep-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Meetings						
Scoping Meeting with INDOT & LPA	0	2	2	0	0	
Preliminary Field Check	0	4	4	0	0	
Progress Meetings (3)	0	6	0	0	0	
Meeting with Utilities	0	4	4	0	0	
Quarterly report meetings (12)	0	12	0	0	0	
Meeting Preparations	0	6	6	0	0	
Meeting Minutes	0	3	4	0	1	
Subtotal						
TOTAL HOURS	0	37	20	0	1	58
WEIGHTED HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	
DIRECT SALARY COST	\$0.00	\$5,644.72	\$2,453.80	\$0.00	\$124.74	\$8,223.26
DIRECT COSTS (See Below)						\$646.00
TOTAL FEE						\$8,869.26

	Unit Cost	Quantity	Cost
Mileage	\$0.380	1700	\$646.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$646.00

AMERICAN STRUCTUREPOINT, INC. MANHOOR JUSTIFICATION

DES No. 1900739

Project Description: College Ave.-Goshen

Client Name: Ciy of Goshen

DESCRIPTION: UTILITY COORDINATION

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Project Manager	Project Engineer	Staff Engineer	Senior Technician	Technician		
Utility Coordination Services							
Prepare & distribute Initial Notices	1			4	2		7
Prepare & distribute existing plans for verification	1			4	1		6
Conduct Early Utility Coordination Meeting	8			8			16
Request Conflict Analysis	1			4	1		6
Attend Preliminary Field Check	3	3		8			14
Review construction plans for potential utility conflicts	1	4		5			10
Request Work Plans				4	1		5
Review relocation drawings	1	5		5			11
Review written work plans	1			5			6
Constructability and overall work plan review				5			5
Prepare Gantt Chart				2			2
Prepare Overall Relocation Plan			5				5
Review cost estimates				5			5
Prepare & process reimbursement agreements				5			5
Issue notice to proceed		1		3			4
Prepare Utility special provision		1		5			6
Prepare utility coordination certification		1		1			2
Upload Final Documents to UTA		1		1			2
Attend Pre-Con		1					1
Relocation Tracking - Construction Coordination				10			10
TOTAL HOURS	17	17	5	84	5		128
AVERAGE HOURLY RATE	\$199.78	\$122.69	\$89.32	\$124.74	\$69.39		
SUBTOTAL	\$3,396.26	\$2,085.73	\$446.60	\$10,478.16	\$346.95		\$16,753.70
DIRECT COSTS (see below)							\$153.00
TOTAL FEE							\$16,906.70

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel, (field checks, office reviews, public meetings, coordination meetings, etc.)	\$0.380	350	\$133.00
Shipping (overnight)	\$12.00		\$0.00
Certified Letters	\$5.00		\$0.00
Materials	\$3.50		\$0.00
Copies (xerox)	\$0.20	100	\$20.00
		TOTAL	\$153.00

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: College Ave - Goshen

Description: Bidding Phase Services

07-Sep-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Bidding Phase Services						
Distribution and Sale of Plans	0	0	0	0	0	
Answer questions and Issue Addendums	0	8	11	1		
Evaluation of Bid Award	0	0	0	0	0	
Subtotal						
TOTAL HOURS	0	8	11	1	0	20
WEIGHTED HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	
DIRECT SALARY COST	\$0.00	\$1,220.48	\$1,349.59	\$89.32	\$0.00	\$2,659.39
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$2,659.39

	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$0.00

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: College Ave - Goshen

Description: Pre-Construction Meeting

07-Sep-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Prep for Precon Meeting	0	4	4	0	0	
Attend Preconstruction Meeting	0	5	5	0	0	
Subtotal						
TOTAL HOURS	0	9	9	0	0	18
WEIGHTED HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	
DIRECT SALARY COST	\$0.00	\$1,373.04	\$1,104.21	\$0.00	\$0.00	\$2,477.25
DIRECT COSTS (See Below)						\$38.00
TOTAL FEE						\$2,515.25

	Unit Cost	Quantity	Cost
Mileage	\$0.380	100	\$38.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$38.00

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: College Ave - Goshen

Description: Construction Phase Services

07-Sep-19

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Shop Drawing Review	0	4	9	10	0	
Utility Coordination	0	6	30	10	0	
Clarifications and Interpretations	0	4	25	10	0	
TOTAL HOURS	0	14	64	30	0	108
WEIGHTED HOURLY RATE	\$199.78	\$152.56	\$122.69	\$89.32	\$124.74	
DIRECT SALARY COST	\$0.00	\$2,135.84	\$7,852.16	\$2,679.60	\$0.00	\$12,667.60
DIRECT COSTS (See Below)						\$136.80
TOTAL FEE						\$12,804.40

	Unit Cost	Quantity	Cost
Mileage	\$0.380	360	\$136.80
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$136.80



RESOURCE INTERNATIONAL, INC.
450 East 96th Street, Suite 500
Indianapolis, Indiana 46240
T: 317.536.5768

August 30, 2019

Mr. Scott M. Crites, P.E.
Project Development Director
American Structurepoint, Inc.
116 E. Berry Street, Suite 1515
Fort Wayne, Indiana 46802

**Re: Proposal – Geotechnical Investigation
College Avenue Reconstruction
INDOT Designation No. 1900739
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 19-I044**

Mr. Crites:

Resource International, Inc. (Rii) is pleased to submit, for your review and consideration, this cost proposal to perform a geotechnical investigation for the proposed College Avenue Reconstruction project from US 33 to 400 feet east of Century Drive in the City of Goshen, Elkhart County, Indiana.

We sincerely appreciate the opportunity to submit this proposal, and look forward to working with you on this project. If you have any questions regarding this proposal, please contact us.

Sincerely,

RESOURCE INTERNATIONAL, INC.

Brian R. Trenner, P.E.
Director – Geotechnical Services

Enclosures: Scope of Services and Fee Proposal (7 pages)
Schedule of Borings (1 page)
Proposed Boring Plan (3 pages)
INDOT Appendix D Schedule of Fees (8 pages)

ISO 9001:2015 QMS

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**SCOPE OF SERVICES
COLLEGE AVENUE RECONSTRUCTION
INDOT DESIGNATION NO. 1900739
CITY OF GOSHEN, ELKHART COUNTY, INDIANA
Rii PROPOSAL NO. 19-I044**

The following scope of services and cost estimate have been prepared in accordance with the information provided via e-mail by Mr. Scott Crites, P.E., with American Structurepoint, Inc. (ASI), on August 23, 2019. This proposal has been prepared in accordance with the 2019 INDOT Geotechnical Manual and the 2013 INDOT Design Manual.

The project is understood to consist of the reconstruction and widening of College Avenue between US 33 and 400 feet east of Century Drive on the southwest side of the City of Goshen in Elkhart County, Indiana. It is understood that College Avenue will be reconstructed and widened to the south from a two-lane road to one lane in each direction, with an added center two-way-left-turn lane with curb and gutter. Storm sewers will also be installed, with inverts approximately 8.0 feet below grade. It is understood that the proposed grading along College Avenue will closely match the existing grade of the roadway, with minimum fill required along the widened section.

In addition, a multi-use path will be constructed along the north side of the roadway, which will also include a new prefabricated pedestrian bridge that will be installed adjacent to the vehicular bridge over Horn Ditch, with approximately 50 feet of short (approximately 3.0-foot tall) modular block retaining wall required for grade separation approaches to the ditch. Proposed structural loading for the bridge structure was not available at the time of this proposal.

This proposal is prepared based on the consideration that all soils and groundwater are free of hazardous materials and/or petroleum products, and no personal protective equipment (PPE) will be necessary beyond which is required for the drilling operations (EPA Level D). If any such conditions are encountered during the field investigation, the client will be notified immediately, and the field program will be stopped until corrective actions can be performed.

A. Reconnaissance and Planning

1. Upon receiving authorization to proceed, Rii will retain a permit for soil borings within the right-of-way from the City of Goshen.
2. A project geotechnical engineer from Rii will perform site reconnaissance and mark all boring and pavement core locations in the field. The borings will be marked using white ribbon on wood lath or white paint in the pavement. During the field reconnaissance, the geotechnical engineer will document site geological conditions and map all boring locations. Rii utilizes a handheld



GPS unit delivering sub-foot accuracy to locate soil borings. GPS coordinates of the boring locations will be acquired during field reconnaissance, along with the established project benchmarks. If benchmarks are not available, Rii will establish reference points at the site.

3. Rii will contact Indiana 811 at least 48 hours prior to drilling, as a standard precautionary measure for locating site utilities. It is requested that ASI or the City of Goshen supply to Rii any utility information they may have with respect to the proposed boring locations.
4. It is considered that the boring locations will be accessible to a truck or all-terrain (ATV) mounted drill rig, and that the majority of the boring locations will be located within existing right-of-way. However, access to private property may be required to obtain the borings within the widened section as well as the pedestrian bridge and retaining wall borings, depending on how far the existing right-of-way extends.

B. Drilling Program

1. A total of ten (10) pavement borings shall be completed within the existing College Avenue roadway at a spacing of approximately 500 feet along the roadway alignment and extended to a depth of 6.0 feet below the existing grade. A total of six (6) roadway borings within the widened section along the south side of the road and the proposed multi-use path on the north side of the road shall be completed and extended to a depth of 15 feet each below grade. A total of two (2) structure borings will be completed for the proposed pedestrian bridge structure and extended to a depth of 70 feet below existing grade. A total of two (2) structure borings will be completed for the proposed retaining walls at the approaches to the pedestrian bridge and extended to a depth of 20 feet each below existing grade.

Based on a cursory review of in-house geological literature, shale bedrock from the Ellsworth Shale (Devonian) is present at an approximate elevation of 625 feet msl. Therefore, the top of bedrock is estimated at a depth of approximately 185 feet below the existing roadway grade. Per Section 3.5.1.3 of the INDOT Geotechnical Manual, borings performed for bridge structures shall penetrate a minimum of four (4) consecutive split spoon samples (20 feet) into material having a standard penetration blow count (N) of fifteen (15) or greater. If this requirement has not been met at the above noted boring depth or at a minimum boring depth of 70 feet, the INDOT GSS project engineer will be contacted for further guidance.

Actual boring depths will depend on the conditions of the soil encountered. For the purpose of this proposal, a total drilling depth of 370 feet of soil sampling and no rock has been estimated.

2. Pavement cores will be obtained at select boring locations within the roadway to determine the thickness, composition and condition of the existing pavement, including obtaining a sample of the aggregate base. For the purpose of this proposal, a total of six (6) pavement cores along the existing lanes have been estimated.
3. A truck or ATV mounted drill rig with a 4.0-inch outside diameter solid-flight auger or 3.25-inch inside diameter hollow stem auger will be utilized to advance the borings. The pavement cores will be obtained with a portable pavement core machine using a 4.0 inch diameter thin-walled core barrel.
4. Standard penetration testing (ASTM D 1586) will be performed continuously to a depth of 4.5-feet below the existing sub-base in the pavement borings, and at 2.5-foot increments to a depth of 10 feet and at 5.0-foot increments to the termination depth in the roadway widening borings. SPT testing in the bridge and retaining wall structure borings will be performed at 2.5-foot increments of depth of 30 and 20 feet, respectively, and at 5.0-foot increments thereafter to the boring termination depth.
5. Rii will record groundwater observations during the drilling process, and measure the water level in the borings (if encountered) upon completion. Borings B-1, B-6 and TB-1 will be left open with a screen installed in the boreholes for a period of 24-hours to obtain an extended groundwater level at these locations. A screen will be placed in these boreholes to keep the sidewalls from caving in and the boreholes will be covered at the completion of drilling. The water level will be measured in the boreholes at 24-hours following completion of the drilling.
6. A total of four (4) undisturbed Shelby tube samples of representative subgrade soils will be obtained in accordance with Section 3.6.4.1 of the INDOT Geotechnical Design Manual for resilient modulus testing. Additionally, undisturbed (Shelby tube) soil samples will be obtained within cohesive soil layers in the structure borings in accordance with Section 3.6.2 of the INDOT Geotechnical Manual for use in performing shear strength testing.
7. A total of four (4) 25-pound bag samples of representative subgrade soils will be collected from the subgrade in accordance with Section 3.6.4.2 of the INDOT Geotechnical Manual for Moisture/Density testing.
8. A total of four (4) 5-pound bag samples of topsoil will be collected from representative areas along the alignment for topsoil testing in accordance with Section 5.21 of the INDOT Geotechnical Manual.

9. The pavement and roadway boreholes will be backfilled with soil cuttings generated during the drilling process. The structure borings will be backfilled with a soil / bentonite slurry to seal the boreholes, in accordance with the INDOT aquifer protection guidelines. Care will be taken to insure that the boreholes do not settle and create dangerous voids. Borings in pavement will be patched with cold mix asphalt or quick set concrete to match the surrounding pavement.
10. Rii field crews will exercise caution to minimize ground damage and will make reasonable efforts to restore the ground to the original condition. Any ground and vegetation damage incurred while gaining access to boring locations will be documented and reported.
11. During drilling, Rii will provide traffic control during the execution of the drilling program in accordance with the INDOT Worksite Traffic Control Manual. Lane closures will be required during execution of the field work. Therefore, traffic control will be provided using a combination of signs, cones, flaggers, arrow boards and law enforcement officers, as required. This proposal considers that there will be no time restrictions associated with the required permitting and that traffic control and drilling operations can be performed within full 8-hour work days.

C. Testing Program

In the laboratory, all samples will be visually classified and tested according to the INDOT Geotechnical Manual. Laboratory testing of representative samples will be performed in accordance with ASTM/AASHTO procedures to classify existing soils according to the AASHTO Classification System and to estimate engineering properties of importance for pavement and foundation design and construction considerations. In addition, the pavement cores will be visually described and photographed. Laboratory testing will include a combination of the following tests, as applicable to the soils encountered:



	Pavement / Widening Borings	Bridge Borings	Retaining Wall Borings	Bag Samples	Shelby Tube Samples	Topsoil Samples	Total Tests
Moisture Content	60	48	16	4	6	4	138
Atterberg Limits (LL, PL, PI)	6	4	2	-	4	-	16
Sieve Analysis	6	4	2	-	4	4	20
Hydrometer Analysis (Incl. SG)	6	4	2	-	4	4	20
Organic Content	2	2	-	-	-	4	8
Sulfate Content	-	-	-	4	-	-	4
pH Test	-	-	-	4	-	4	8
Phosphorus Test	-	-	-	-	-	4	4
Potassium Test	-	-	-	-	-	4	4
Moisture / Density – Standard Proctor	-	-	-	4	-	-	4
Unit Weight Test	16	-	-	-	-	-	16
Resilient Modulus	-	-	-	-	2	-	2
Unconfined Compression Test (Soil)	-	-	-	-	2	-	2

Samples will be retained for a period of sixty (60) days after the completion of the geotechnical report, unless otherwise directed.

D. Geotechnical Report

Engineering evaluation and analysis shall be performed, and a report prepared and delivered (one bound copy, one unbound copy and electronic PDF files, as required) to include the following:

1. Geology of the site including geological surface features, a description of topography, drainage conditions and surface vegetation.
2. Boring plan depicting the site characteristics as well as the boring and pavement core locations.
3. Descriptions of field exploration and laboratory testing programs.
4. Boring logs and laboratory test results, including groundwater observations made during drilling operations.

5. Summary of the retained pavement cores, including pavement core data sheets with photographs.
6. Estimated soil conditions and characteristics of the soil encountered in the borings and expected at the various locations.
7. Pavement subgrade design parameters, consisting of design modulus values for soil subgrade, based on the Resilient Modulus testing, as well as all other design parameters, as required in the INDOT guidelines. Recommendations will be given for the expected need for subgrade treatment, based on the conditions encountered during this drilling program, and the most suitable (effective) method (if necessary).
8. Recommendations for bridge foundation design in Load and Resistance Factor Design (LRFD) format, including bearing capacity and settlement values. Depending on the elevation of the bedrock, recommendations will be provided for a shallow foundation or a deep foundation system consisting of drill shafts or drive piles per AASHTO LRFD and INDOT specifications.
9. Recommendations for retaining wall design in Load Resistance Factor Design (LRFD) format, including bearing capacity, lateral earth pressures, and settlement values. Global and external stability analyses will also be performed for the wall design.
10. Recommended lateral earth pressures for the design of temporary or permanent retaining walls, as required.
11. A description of the soils expected to be encountered (as encountered in the borings) during excavation and at the pipe bedding elevation for proposed storm sewer lines.
12. Soil related construction considerations, including fill specifications and excavation requirements.
13. Any potential problematic soil conditions that might be troublesome during construction.
14. Groundwater considerations and the need for groundwater control will be discussed, based on groundwater conditions encountered and construction procedures proposed.

This proposal considers that soil profile sheets will not be required for the project.

COST ESTIMATE AND TIME SCHEDULE

The estimated cost of performing the geotechnical services for the subject project, as presented in the Scope of Services, is **\$37,583.50** and is outlined in the attached INDOT Appendix D Schedule.

The fieldwork is expected to take six (6) days to complete. Following Authorization to Proceed, drilling would commence within two (2) weeks of receiving the necessary road occupancy permits. A draft report would be submitted within four (4) weeks of fieldwork completion. A final report would be submitted within one (1) week upon receipt of any review comments.



Schedule of Borings
College Avenue Reconstruction
INDOT Designation No. 1900739
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 19-I044

Boring No.	Alignment	RP	Lane	Offset	Sample Type ¹	Boring Depth (feet)	Rig Type	Comments
R-1	College Ave. EB	N/A	Driving	Center	SS/PC	6.0	Truck	Pavement Core
R-2	College Ave. WB	N/A	Driving	Center	SS/PC	6.0	Truck	Pavement Core
R-3	College Ave. EB	N/A	Driving	Center	SS/BS/ST	6.0	Truck	Bag Sample, Shelby Tube
R-4	College Ave. WB	N/A	Driving	Center	SS	6.0	Truck	
R-5	College Ave. EB	N/A	Driving	Center	SS/PC	6.0	Truck	Pavement Core
R-6	College Ave. WB	N/A	Driving	Center	SS/PC	6.0	Truck	Pavement Core
R-7	College Ave. EB	N/A	Driving	Center	SS	6.0	Truck	
R-8	College Ave. WB	N/A	Driving	Center	SS/BS/ST	6.0	Truck	Bag Sample, Shelby Tube
R-9	College Ave. EB	N/A	Driving	Center	SS/PC	6.0	Truck	Pavement Core
R-10	College Ave. WB	N/A	Driving	Center	SS/PC	6.0	Truck	Pavement Core
B-1	College Ave. EB	N/A	N/A	Grass Berm	SS/BS/ST	15.0	ATV	Bag Sample, Shelby Tube, Screen Placed in Borehole for 24-hr Groundwater Level
B-2	College Ave. EB	N/A	N/A	Grass Berm	SS	15.0	ATV	
B-3	College Ave. EB	N/A	N/A	Grass Berm	SS	15.0	ATV	
B-4	College Ave. EB	N/A	N/A	Grass Berm	SS/BS/ST	15.0	ATV	Bag Sample, Shelby Tube
B-5	College Ave. WB	N/A	N/A	Grass Berm	SS	15.0	ATV	
B-6	College Ave. WB	N/A	N/A	Grass Berm	SS	15.0	ATV	Screen Placed in Borehole for 24-hr Groundwater Level
TB-1	College Ave. WB	N/A	N/A	Grass Berm	SS	90.0	ATV	Screen Placed in Borehole for 24-hr Groundwater Level
TB-2	College Ave. WB	N/A	N/A	Parking Lot	SS	90.0	Truck	
RW-1	College Ave. WB	N/A	N/A	Grass Berm	SS	20.0	ATV	
RW-2	College Ave. WB	N/A	N/A	Parking Lot	SS	20.0	Truck	
TOTAL:						370.0		

1. SS = Split Spoon; PC = Pavement Core; BS = Bag Sample; ST = Shelby Tube; NS = No Sampling (Sounding Only)

College Avenue Reconstruction - Goshen, IN (DES 1900739)

Proposed Boring Plan
Rii Proposal No. 19-I044
08/30/2019

Legend

- Bridge Boring (Orange star)
- Retaining Wall Boring (Green star)
- Roadway Boring (Red star)
- Widening Boring (Blue star)

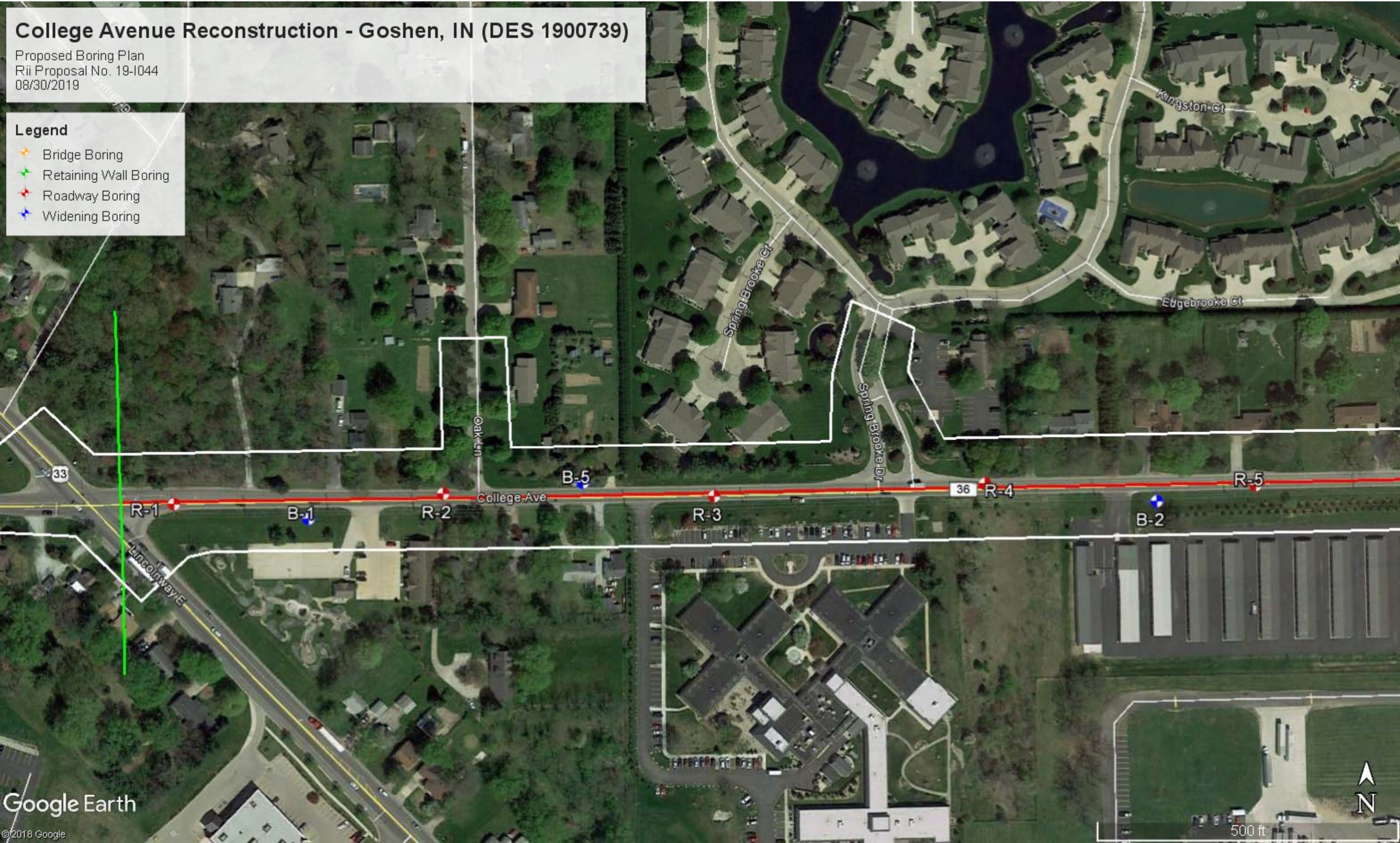


College Avenue Reconstruction - Goshen, IN (DES 1900739)

Proposed Boring Plan
Rii Proposal No. 19-1044
08/30/2019

Legend

- ★ Bridge Boring
- ★ Retaining Wall Boring
- ★ Roadway Boring
- ★ Widening Boring



College Avenue Reconstruction - Goshen, IN (DES 1900739)

Proposed Boring Plan
Rii Proposal No. 19-1044
08/30/2019

Legend

- Bridge Boring (Orange star)
- Retaining Wall Boring (Green star)
- Roadway Boring (Red star)
- Widening Boring (Blue star)



College Avenue Reconstruction
INDOT Designation No. 1900739
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 19-I044

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$270.00	\$270.00
b. CPT	ea	\$450.00	
c. Field and utility coordination	1 LS	\$400.00	\$400.00
d. Field coordination with property owners			
i. 1 - 10	1 LS	\$320.00	\$320.00
ii. 11 - 25	LS	\$510.00	
iii. Over 25	LS	\$710.00	
e. Mileage	310 mi	\$3.50	\$1,085.00
2. Truck mounted borings with split spoon sampling			
a. Standard	170 ft	\$19.00	\$3,230.00
b. Night time	ft	\$22.42	
3. Truck mounted borings with drilling fluid			
a. Standard	ft	\$24.00	
b. Night time	ft	\$28.32	
4. Truck mounted core drilling			
a. Standard	ft	\$39.00	
b. Night time	ft	\$46.02	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement			
i. Standard	ft	\$39.00	
ii. Night time	ft	\$46.02	
b. Bridge deck coring and restoration			
i. Standard	ea	\$350.00	
ii. Night time	ea	\$413.00	
6. Cone penetrometer testing			
a. Set up			
i. Standard	ea	\$80.00	
ii. Night time	ea	\$94.40	
b. Subsurface profiling			
i. Standard	ft	\$12.25	
ii. Night time	ft	\$14.46	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation			
a. Standard	ea	\$93.00	
b. Night time	ea	\$109.74	
ii. Penetration			
a. Standard	ft	\$14.50	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Night time	ft	\$17.11	
iii. Pore water dissipation test			
a. Standard	hr	\$190.00	
b. Night time	hr	\$224.20	
iv. Hydraulic conductivity and consolidation			
a. Standard	ea	\$75.00	
b. Night time	ea	\$88.50	
d. Profiling with Shearwave Velocity Measurement			
i. Standard	ft	\$15.75	
ii. Night time	ft	\$18.59	
e. Sample			
i. Standard	ea	\$24.00	
ii. Night time	ea	\$28.32	
7. Hand or truck soundings			
a. Standard	ft	\$12.50	
b. Night time	ft	\$14.75	
8. Hand auger drilling			
a. Standard	ft	\$13.00	
b. Night time	ft	\$15.34	
9. Skid (ATV) mounted borings with split spoon sampling			
a. Standard	200 ft	\$30.00	\$6,000.00
b. Night time	ft	\$35.40	
10. Skid (ATV) mounted borings using drilling fluid			
a. Standard	ft	\$35.00	
b. Night time	ft	\$41.30	
11. Skid (ATV) mounted core drilling			
a. Standard	ft	\$43.00	
b. Night time	ft	\$50.74	
12. Skid (ATV) mounted boring through bedrock or boulders			
a. Standard	ft	\$45.00	
b. Night time	ft	\$53.10	
13. Skid (ATV) mounted soundings			
a. Standard	ft	\$17.50	
b. Night time	ft	\$20.65	
14. Skid (ATV) Mounted Cone Penetrometer Testing (CPT)			
a. Set up			
i. Standard	ea	\$115.00	
ii. Night time	ea	\$135.70	
b. Subsurface profiling			
i. Standard	ft	\$17.75	
ii. Night time	ft	\$20.95	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation			
a. Standard	ea	\$110.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Night time	ea	\$129.80	
ii. Penetration			
a. Standard	ft	\$20.50	
b. Night time	ft	\$24.19	
iii. Pore Water Dissipation Test			
a. Standard	hr	\$220.00	
b. Night time	hr	\$259.60	
iv. Hydraulic Conductivity and Consolidation			
a. Standard	ea	\$85.00	
b. Night time	ea	\$100.30	
d. Profiling with Shearwave Velocity Measurement			
i. Standard	ft	\$25.00	
ii. Night time	ft	\$29.50	
e. Sample			
i. Standard	ea	\$32.00	
ii. Night time	ea	\$37.76	
15. Furnishing of a boat	Actual Cost		
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$6,000.00	
ii. Rental of support equipment and/or boat	Actual Cost		
iii. Drill rig down time	hr	\$150.00	
b. Non-navigable water barge set-up	ea	\$5,000.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,100.00	
b. Non-navigable water	ea	\$1,900.00	
18. Barge mounted borings with split spoon sampling	ft	\$33.00	
19. Barge mounted core drilling	ft	\$45.00	
20. Barge mounted boring through bedrock or boulders	ft	\$45.00	
21. Barge mounted soundings	ft	\$20.00	
22. Casing through water	ft	\$8.50	
23. Uncased sounding through water	ft	\$5.50	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	26 ea	\$70.00	\$1,820.00
b. Rock core borings	ea	\$120.00	
25. Additional 2-in. split spoon sampling	12 ea	\$21.00	\$252.00
26. 3-in. split spoon samples	ea	\$23.00	
27. 3-in. Shelby tube samples	4 ea	\$63.00	\$252.00
28. Bag samples			
a. 25-lb sample	4 ea	\$51.00	\$204.00
b. 5-lb sample	4 ea	\$33.00	\$132.00
29. Field vane shear test			
a. Standard	ea	\$115.00	
b. Night time	ea	\$135.70	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
30. 4½-in. cased hole	ft	\$12.50	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation			
i. Standard	ft	\$15.00	
ii. Night time	ft	\$17.70	
b. Piezometer installation up to 25 ft below surface	ea	\$270.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$300.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$125.00	
32. Geotechnical engineer	8 hr	\$120.00	\$960.00
33. Railroad expenses	Actual Cost		
34. Twenty-four hour water levels			
a. Field measurements per borehole			
i. Standard	3 ea	\$38.00	\$114.00
ii. Night time	ea	\$44.84	
b. PVC slotted pipe	90 ft	\$6.00	\$540.00
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT			
a. Standard	8 ea	\$110.00	\$880.00
b. Night time	ea	\$129.80	
ii. CPT			
a. Standard	ea	\$46.00	
b. Night time	ea	\$54.28	
b. More than 30 ft			
i. SPT			
a. Standard	180 ft	\$6.50	\$1,170.00
b. Night time	ft	\$7.67	
ii. CPT			
a. Standard	ft	\$1.90	
b. Night time	ft	\$2.24	
c. Pavement restoration			
i. Standard	16 ea	\$60.00	\$960.00
ii. Night time	ea	\$70.80	
36. Dozer rental	Actual Cost		
37. Traffic control			
a. Flag crew	day	\$750.00	
b. Equipment Rental and professional traffic services	Actual Cost	\$4,500.00	\$4,500.00
c. Flag crew with equipment	day	\$850.00	
d. Traffic Coordination with Subcontractor	LS	\$600.00	
38. Centerline surveying	Actual Cost		
	Subtotal (Geotechnical Field)		\$23,089.00

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL LABORATORY</u>			
39. Sieve analysis for soils	20 ea	\$49.00	\$980.00
40. Hydrometer analysis	20 ea	\$58.00	\$1,160.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$77.00	
b. Analysis by Using (AASHTO T-27)	ea	\$135.00	
42. Liquid limit	16 ea	\$39.00	\$624.00
43. Plastic limit & plasticity index	16 ea	\$28.00	\$448.00
44. Liquid Limit Ratio	ea	\$75.00	
45. pH test	8 ea	\$15.50	\$124.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	8 ea	\$24.00	\$192.00
b. Loss on Ignition Test (Sequential)	ea	\$52.00	
c. Organic content based on Clorimeter	ea	\$24.00	
47 Topsoil Tests			
a. Phosphorus tests	4 ea	\$21.00	\$84.00
b. Potassium tests	4 ea	\$21.00	\$84.00
48 Moisture Content Test			
a. Moisture Content Test (Conventional)	138 ea	\$6.75	\$931.50
b. Moisture Content Test (Microwave)	ea	\$8.20	
49 Expansion Index of Soils	ea	\$235.00	
50 Specific Gravity Test	ea	\$36.00	
51 Unit weight determination	16 ea	\$17.50	\$280.00
52 Hydraulic Conductivity Test			
a. Constant Head	ea	\$235.00	
b. Falling Head	ea	\$285.00	
53 Unconfined Compression Test on soils & Rocks			
a. Unconfined Compression Test (Soils)	2 ea	\$45.00	\$90.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$115.00	
c. Point Load Strength Index of Rock	ea	\$43.00	
54 Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$110.00	
b. Elastic Moduli of Intact Rock	ea	\$430.00	
55 Consolidation Test	ea	\$450.00	
56 Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$350.00	
b. Consolidated - Undrained (CU)	ea	\$520.00	
c. Consolidated - Drained (CD)	ea	\$725.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$250.00	
57 Direct Shear Test	ea	\$530.00	
58 Moisture-Density Relationship Test			

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. Standard Proctor	4 ea	\$140.00	\$560.00
b. Modified Proctor	ea	\$155.00	
59 Soil Support Testing			
a. California Bearing Ratio Test	ea	\$525.00	
b. Subgrade Resilient Modulus on remoulded soils	ea	\$620.00	
c. Resilient modulus on Shelby tube	2 ea	\$400.00	\$800.00
60 Collapse Potential Evaluation Test			
a. Silty Soil (Loess)	ea	\$380.00	
b. Cohesive or Expansive Soils	ea	\$450.00	
61 Water Soluble Sulfate Test	4 ea	\$105.00	\$420.00
62 Water Soluble Chloride Test	ea	\$105.00	
63 Soil Resistivity Test	ea	\$135.00	
64 Shale Durability Tests			
a. Slake Durability Index Test	ea	\$125.00	
b. Jar Slake Test	ea	\$13.25	
			Subtotal (Geotechnical Laboratory) \$6,777.50

GEOTECHNICAL ENGINEERING

65 Geotechnical report			
a. Without soil subgrade investigation			
i. First mile	LS	\$1,800.00	
ii. Each additional mile	mi	\$750.00	
b. With soil subgrade investigation			
i. First mile	1 LS	\$2,000.00	\$2,000.00
ii. Each additional mile	mi	\$850.00	
c. Soil subgrade investigation (only)			
i. First mile	LS	\$650.00	
ii. Each additional mile	mi	\$400.00	
d. Soil profile Drawing			
I. First mile	LS	\$1,265.00	
II. Each additional mile	mi	\$600.00	
66 a. Geotechnical Data Report for Design Build Projects			
i. First mile	LS	\$900.00	
ii. Each additional mile	mi	\$400.00	
b. Technical Memo			
i. First mile	LS	\$600.00	
ii. Each additional mile	mi	\$300.00	
67 Settlement analysis and recommendations for embankment			
a. Proposed embankment	ea	\$510.00	
b. Proposed and existing embankment	ea	\$570.00	
68 Ground modification design	ea	\$1,500.00	
69 Slope stability analysis			
a. C, \emptyset or C & \emptyset analysis	ea	\$800.00	
b. Corrective measures	ea	\$800.00	
c. Stage construction corrective method	ea	\$1,400.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
70	Bridge foundation analysis and recommendations			
	a. Shallow foundation	ea	\$500.00	
	b. Deep foundation			
	i. Deep foundation analyses	2 ea	\$875.00	\$1,750.00
	ii. Wave equation analyses	1 ea	\$335.00	\$335.00
	iii. Liquefaction analysis	ea	\$270.00	
	iv. Group - 3D analysis	ea	\$430.00	
	c. Settlement analysis for bridge pier foundation			
	i. Bridge pier	ea	\$400.00	
	ii. Embankment plus pier	ea	\$440.00	
	iii. Embankment plus pier plus all other loads	ea	\$510.00	
	d. Foundation on bedrock	ea	\$380.00	
71	Retaining structure analysis recommendations			
	a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
	i. Shallow foundation	2 ea	\$880.00	\$1,760.00
	ii. Deep foundation	ea	\$1,160.00	
	iii. Settlement analysis for retaining wall foundation	ea	\$380.00	
	b. Pile retaining structure analysis and recommendations			
	i. Free standing structure	ea	\$1,050.00	
	ii. Retaining structure with tie-back system	ea	\$1,500.00	
	c. Drilled-in-pier retaining structure analysis			
	i. Free standing structure	ea	\$1,050.00	
	ii. Retaining structure with tie-back system	ea	\$1,500.00	
	d. Soil nailing wall analysis	ea	\$1,000.00	
72	Seepage analysis	ea	\$1,450.00	
73	Deep dynamic compaction analysis	ea	\$1,450.00	
	Subtotal (Geotechnical Engineering)		\$5,845.00	

CONSTRUCTION INSPECTION AND MONITORING

74	Pressuremeter Testing services	day	\$1,650.00
75	Mobilization of testing equipment	LS	\$165.00
76	a. Monitoring geotechnical instrumentation	hr	\$80.00
	b. Filed Inspector	hr	\$80.00
77	Integrity testing	Actual Cost	
78	Field Compaction Testing		
	a. Dynamic Cone Penetration Test (DCPT)	hr	\$80.00
	b. Light Weight Deflectometer Test (LWD)	hr	\$80.00
79	Dynamic pile analysis	ea	\$1,050.00
80	Static load test	ea	\$1,050.00
81	Dynamic pile load test	Actual Cost	
82	CAPWAP-C analysis	ea	\$550.00
83	Final construction inspection report	ea	\$1,000.00

Subtotal (Construction Inspection and Monitoring)

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a. Surface test/Pier or foundation	Actual Cost		
b. Borehole test/Pier or foundation	Actual Cost		
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations	Invoice Cost		
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86 Project Management			
a. Project Coordination	mi	\$1,650.00	
b. Project Website	LS	\$3,500.00	
87 Geotechnical Review			
a. Structure Report	ea	\$350.00	
b. Roadway Report	mi	\$290.00	
<u>PAVEMENT INVESTIGATION</u>			
1. Mobilization of coring equipment	LS	\$210.00	
2. Mobilization mileage for coring equipment	mi	\$1.90	
3. Pavement core (partial depth)	ea	\$130.00	
4. Pavement core (full depth)			
a. Standard	6 ea	\$200.00	\$1,200.00
b. Night time	ea	\$230.00	
5. Sub-base sample	6 ea	\$62.00	\$372.00
6. Cement concrete pavement core density determination	ea	\$34.00	
7. Cement concrete core compressive strength test	ea	\$33.00	
8. Bituminous extraction test	ea	\$86.00	
9. Sieve analysis of extracted aggregate test	ea	\$58.00	
10. Recovery of asphalt from solution by Abson method	ea	\$360.00	
11. Theoretical maximum specific gravity test	ea	\$72.00	
12. Bulk specific gravity test	ea	\$32.00	
13. Air voids calculation	ea	\$29.00	
14. Core report for partial depth core	ea	\$50.00	
15. Core report for full depth core	6 ea	\$50.00	\$300.00
16. Pavement analysis and report	ea	\$800.00	
	Subtotal (Pavement Investigation)		\$1,872.00

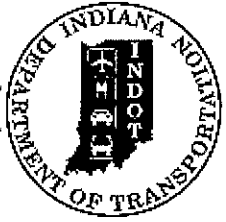
Summary of Fees

Geotechnical Field	\$23,089.00
Geotechnical Laboratory	\$6,777.50
Geotechnical Engineering	\$5,845.00
Construction Inspection and Monitoring	
Pavement Investigation	\$1,872.00
Estimated Total	\$37,583.50

American Structurepoint, Inc.
August 20, 2019

Escalated Billing Rate Calculation

Escalated Billing Rate Calculation					
Wage Rates - Escalated	4/29/2019 Certified Pay Rates				
	7/1/18 thru 6/30/19	7/1/19 thru 6/30/20	7/1/20 thru 6/30/21	7/1/21 thru 6/30/22	7/1/22 thru 6/30/23
Annual Increase Avg.	2.90%				
Classification					
Construction Inspector	27.30	28.09	28.90	29.74	30.60
Environmental Specialist	38.02	39.12	40.25	41.42	42.62
Interns and Co-ops	15.63	16.08	16.55	17.03	17.52
Landscape Architect	23.00	23.67	24.36	25.07	25.80
Principal	69.54	71.56	73.64	75.78	77.98
Project Engineer	38.58	39.70	40.85	42.03	43.25
Project Manager	62.82	64.64	66.51	68.44	70.42
Project Planner	38.00	39.10	40.23	41.40	42.60
Registered Land Surveyor	40.00	41.78	42.99	44.24	45.52
Researcher	29.20	30.05	30.92	31.82	32.74
Resident Project Representative	37.19	38.27	39.38	40.52	41.70
Senior Engineer	47.97	49.36	50.79	52.26	53.78
Senior Environmental Specialist	55.00	56.60	58.24	59.93	61.67
Senior Registered Land Surveyor	49.00	50.42	51.88	53.38	54.93
Senior Survey Crew Chief	46.25	47.59	48.97	50.39	51.85
Senior Technician	39.22	40.36	41.53	42.73	43.97
Staff Engineer	28.09	28.90	29.74	30.60	31.49
Staff Planner	20.00	20.58	21.18	21.79	22.42
Staff Scientist	23.32	24.00	24.70	25.42	26.16
Staff Surveyor	28.22	29.04	29.88	30.75	31.64
Survey Crew Chief	34.19	35.18	36.20	37.25	38.33
Survey Crew Member	21.84	22.47	23.12	23.79	24.48
Technician	21.82	22.45	23.10	23.77	24.46
Provisional Audited					
Overhead Rate:	168.10%	168.10%	168.10%	168.10%	168.10%
Overhead Amount					
Construction Inspector	45.89	47.22	48.58	49.99	51.44
Environmental Specialist	63.91	65.76	67.66	69.63	71.64
Interns and Co-ops	26.27	27.03	27.82	28.63	29.45
Landscape Architect	38.66	39.79	40.95	42.14	43.37
Principal	116.90	120.29	123.79	127.39	131.08
Project Engineer	64.85	66.74	68.67	70.65	72.70
Project Manager	105.60	108.66	111.80	115.05	118.38
Project Planner	63.88	65.73	67.63	69.59	71.61
Registered Land Surveyor	68.25	70.23	72.27	74.37	76.52
Researcher	49.09	50.51	51.98	53.49	55.04
Resident Project Representative	62.62	64.33	66.20	68.11	70.10
Senior Engineer	80.64	82.97	85.38	87.85	90.40
Senior Environmental Specialist	92.46	95.14	97.90	100.74	103.67
Senior Registered Land Surveyor	82.37	84.76	87.21	89.73	92.34
Senior Survey Crew Chief	77.75	80.00	82.32	84.71	87.16
Senior Technician	65.93	67.85	69.81	71.83	73.91
Staff Engineer	47.22	48.58	49.99	51.44	52.93
Staff Planner	33.62	34.59	35.60	36.63	37.69
Staff Scientist	39.50	40.34	41.52	42.73	43.97
Staff Surveyor	47.44	48.82	50.23	51.69	53.19
Survey Crew Chief	57.47	59.14	60.85	62.62	64.43
Survey Crew Member	36.71	37.77	38.86	39.99	41.15
Technician	36.68	37.74	38.83	39.96	41.12
Profit (Fixed Fee) %	10.20%	10.20%	10.20%	10.20%	10.20%
Fixed Fee Amount					
Construction Inspector	7.47	7.68	7.90	8.13	8.37
Environmental Specialist	10.40	10.70	11.01	11.33	11.65
Interns and Co-ops	4.27	4.40	4.53	4.66	4.79
Landscape Architect	6.29	6.47	6.66	6.86	7.06
Principal	19.02	19.57	20.14	20.72	21.32
Project Engineer	10.55	10.86	11.17	11.49	11.83
Project Manager	17.19	17.68	18.19	18.72	19.27
Project Planner	10.38	10.69	11.00	11.32	11.65
Registered Land Surveyor	11.10	11.43	11.76	12.10	12.45
Researcher	7.99	8.22	8.46	8.70	8.95
Resident Project Representative	10.17	10.47	10.77	11.08	11.40
Senior Engineer	13.12	13.50	13.89	14.29	14.71
Senior Environmental Specialist	15.04	15.48	15.93	16.39	16.86
Senior Registered Land Surveyor	13.40	13.79	14.19	14.60	15.02
Senior Survey Crew Chief	12.65	13.01	13.38	13.78	14.18
Senior Technician	10.73	11.04	11.36	11.69	12.02
Staff Engineer	7.68	7.90	8.13	8.37	8.61
Staff Planner	5.47	5.63	5.79	5.96	6.13
Staff Scientist	6.38	6.56	6.75	6.95	7.15
Staff Surveyor	7.72	7.94	8.17	8.41	8.65
Survey Crew Chief	9.35	9.62	9.90	10.19	10.48
Survey Crew Member	5.97	6.14	6.32	6.51	6.69
Technician	5.97	6.14	6.32	6.50	6.69
Cost of Money	0.49%	0.49%	0.49%	0.49%	0.49%
COM Amount					
Construction Inspector	0.13	0.14	0.14	0.15	0.15
Environmental Specialist	0.19	0.19	0.20	0.20	0.21
Interns and Co-ops	0.08	0.08	0.08	0.08	0.09
Landscape Architect	0.11	0.12	0.12	0.12	0.13
Principal	0.34	0.35	0.36	0.37	0.38
Project Engineer	0.19	0.19	0.20	0.21	0.21
Project Manager	0.31	0.32	0.33	0.34	0.35
Project Planner	0.19	0.19	0.20	0.20	0.21
Registered Land Surveyor	0.20	0.20	0.21	0.22	0.22
Researcher	0.14	0.15	0.15	0.16	0.16
Resident Project Representative	0.18	0.19	0.19	0.20	0.20
Senior Engineer	0.24	0.24	0.25	0.26	0.26
Senior Environmental Specialist	0.27	0.28	0.29	0.29	0.30
Senior Registered Land Surveyor	0.24	0.25	0.25	0.26	0.27
Senior Survey Crew Chief	0.23	0.23	0.24	0.25	0.25
Senior Technician	0.19	0.20	0.20	0.21	0.22
Staff Engineer	0.14	0.14	0.15	0.15	0.15
Staff Planner	0.10	0.10	0.10	0.11	0.11
Staff Scientist	0.11	0.12	0.12	0.12	0.13
Staff Surveyor	0.14	0.14	0.15	0.15	0.16
Survey Crew Chief	0.17	0.17	0.18	0.18	0.19
Survey Crew Member	0.11	0.11	0.11	0.12	0.12
Technician	0.11	0.11	0.11	0.12	0.12
Escalated Billing Rate					
Construction Inspector	80.79	83.13	85.52	88.01	90.56
Environmental Specialist	112.52	115.77	119.12	122.58	126.12
Interns and Co-ops	46.25	47.59	48.98	50.40	51.85
Landscape Architect	68.06	70.05	72.09	74.19	76.36
Principal	205.80	211.77	217.93	224.26	230.76
Project Engineer	114.17	117.49	120.89	124.38	127.99
Project Manager	185.91	191.30	196.83	202.55	208.41
Project Planner	112.46	115.71	119.06	122.51	126.07
Registered Land Surveyor	120.15	123.64	127.23	130.93	134.71
Researcher	86.42	88.93	91.51	94.17	96.89
Resident Project Representative	110.06	113.26	116.54	119.91	123.40
Senior Engineer	141.97	146.07	150.31	154.66	159.15
Senior Environmental Specialist	162.77	167.50	172.38	177.35	182.50
Senior Registered Land Surveyor	145.01	149.22	153.53	157.97	162.56
Senior Survey Crew Chief	136.88	140.83	144.92	149.13	153.44
Senior Technician	116.07	119.45	122.90	126.46	130.12
Staff Engineer	83.13	85.52	88.01	90.56	93.18
Staff Planner	59.19	60.90	62.67	64.49	66.35
Staff Scientist	69.01	71.02	73.09	75.22	77.41
Staff Surveyor	83.52	85.94	88.43	91.00	93.64
Survey Crew Chief	101.18	104.11	107.13	110.24	113.43
Survey Crew Member	64.63	66.49	68.41	70.41	72.44
Technician	64.58	66.44	68.36	70.35	72.39



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Eric Holcomb, Governor
Joe McGuinness, Commissioner

May 16, 2019

Prequalification Section
(317) 232-5095

Cash Canfield
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification General/Technical Modification Application submitted on 4/25/2019 and the Financial Update Application submitted on 5/3/2019 have been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 05/16/2019. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2020. Your General/Technical approval will expire on 08/31/2019.

Your Firm's annual contracting capacity for the CPA Audit Level is \$96,803,404.00 for the fiscal period that ended on 12/31/2018. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Jose M. Murillo, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

Prequalified Work Type Certification

Issued By
Indiana Department of Transportation

Date Printed: 05/16/2019

American Structurepoint, Inc.**Valid Work Groups**

Effective: 05/16/2019

Expires on: 08/31/2019

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Huebschman, Christopher r
2.1	Traffic Data Collection	Shah, Hardik R
2.2	Traffic Forecasting	Shah, Hardik R
3.1	Non-Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
3.2	Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
4.1	Traffic Safety Analysis	Huebschman, Christopher r
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Johnson, Paul A
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.8	Noise Analysis and Abatement Design	Del Real, Monica
5.12	Karst Studies	Johnson, Paul A
5.13	ESA Screening and Phase I ESA	Johnson, Paul A



Work Type Code	Work Type Description	Qualifying Person(s)
6.1	Topographic Survey Data Collection	Douglas, Jeffrey Hood, John N
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
8.3	Roundabout Design	Balog, Jeremiah S
9.1	Level 1 Bridge Design	Cummins, Ryan M Day, David A
9.2	Level 2 Bridge Design	Cummins, Ryan M Day, David A
10.1	Traffic Signal Design	Shah, Hardik R
10.2	Traffic Signal System Design	Shah, Hardik R
10.3	Complex Roadway Sign Design	Huebschman, Christopher r
10.4	Lighting Design	Huebschman, Christopher r
11.1	Right of Way Plan Development	Mcgill, Tracy L Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tennancour, Sylvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Conarroe, Timothy P Machala, David P
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Day, Derrek W
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M



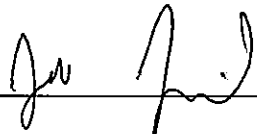
Work Type Code Work Type Description

Qualifying Person(s)

16.1	Utility Coordination	Ross, Jeremy J
17.2	Small Structure and Pipe Design	Stout, Todd
17.3	Storm Sewer and Detention Design	Stout, Todd
17.4	Bridge Hydraulic Design	Cummins, Ryan M Day, Derrek W
18.1	Pavement Analysis-Design Services	Maurovich, Michael J

cc: Prequalification File

An Equal Opportunity Employer



Jose M. Murillo, P.E.
Prequalification Engineer



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

May 17, 2019

Scott S. Scoville, CFO
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

Dear Mr. Scoville:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of American Structurepoint, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2018 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rate(s):

Corporate: 168.10%
Facilities Capital Cost of Money (FCCM): 0.49%

Yours truly,

A handwritten signature in black ink that reads "Penny Royer-Pitcock".

Penny Royer-Pitcock
External Audit

RESOLUTION 13-2020

LOCAL MAJOR MOVES CONSTRUCTION FUND LOAN
TO GOSHEN REDEVELOPMENT COMMISSION

WHEREAS, the City of Goshen has established a fund known as the Local Major Moves Construction Fund.

WHEREAS, the City of Goshen and Goshen Redevelopment Commission will enter into an intralocal agreement under the terms of which the Redevelopment Commission may borrow up to Three Million Dollars (\$3,000,000.00) to fund real estate acquisition, infrastructure development and other development of the area west and south of the canal.

WHEREAS, within five (5) years of the execution of the loan agreement, the Goshen Redevelopment Commission will repay the Local Major construction Fund the principal amount borrowed.

WHEREAS, Indiana Code 36-7-14-12.2(23) authorizes the Goshen Redevelopment Commission to accept loans...from...a municipal corporation...or any other source.

WHEREAS, the City of Goshen and Goshen Redevelopment Commission will enter into an Intralocal Agreement establishing a repayment schedule.

NOW THEREFORE, IT IS RESOLVED that:

1. The Goshen Common Council approves a loan of up to Three Million Dollars (\$3,000,000.00) to the Goshen Redevelopment Commission from the local Major Moves Construction Fund to fund a portion of the proposed economic development project located south and west of the canal which includes local public improvements and structures
2. The City and Redevelopment will execute an Intralocal Agreement that will establish a schedule to repay the loan in full within five (5) years.

PASSED and ADOPTED on February 11, 2020

Thomas Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Redevelopment Commission

From: Mark Brinson

Subject: Major Moves Loan Request

Date: February 7, 2020

The 2020- 2024 Capital Plan includes additional funding from the River Race TIF to construct the Millrace Pavilion project. The previous capital plan included \$2.5 million for this project, however more recent cost estimates are coming in much higher than original estimates. These increases are due to the general cost of construction, not changes to the scope of the project. To ensure that adequate funding is available, the Redevelopment Commission would borrow from Goshen's Major Moves Fund for an amount not to exceed \$3 million. The final design and bid package are being prepared now and should be ready for bid in March.

The following resolution is the request from the Redevelopment Commission to the Goshen City Council to use Major Moves Funds for this project. As noted in the resolution, the entire amount will be paid back to the Major Moves Fund over a five-year period. Attached is a payment schedule showing the existing Major Moves loans, one of which will be paid off in in 2020. The cash flow projections presented in the approved capital plan include all three Major Moves loans as well as a number of new capital projects. Based on our current projections, the River Race TIF will have a balance of cash balance of \$2.9 million at the end of 2024.

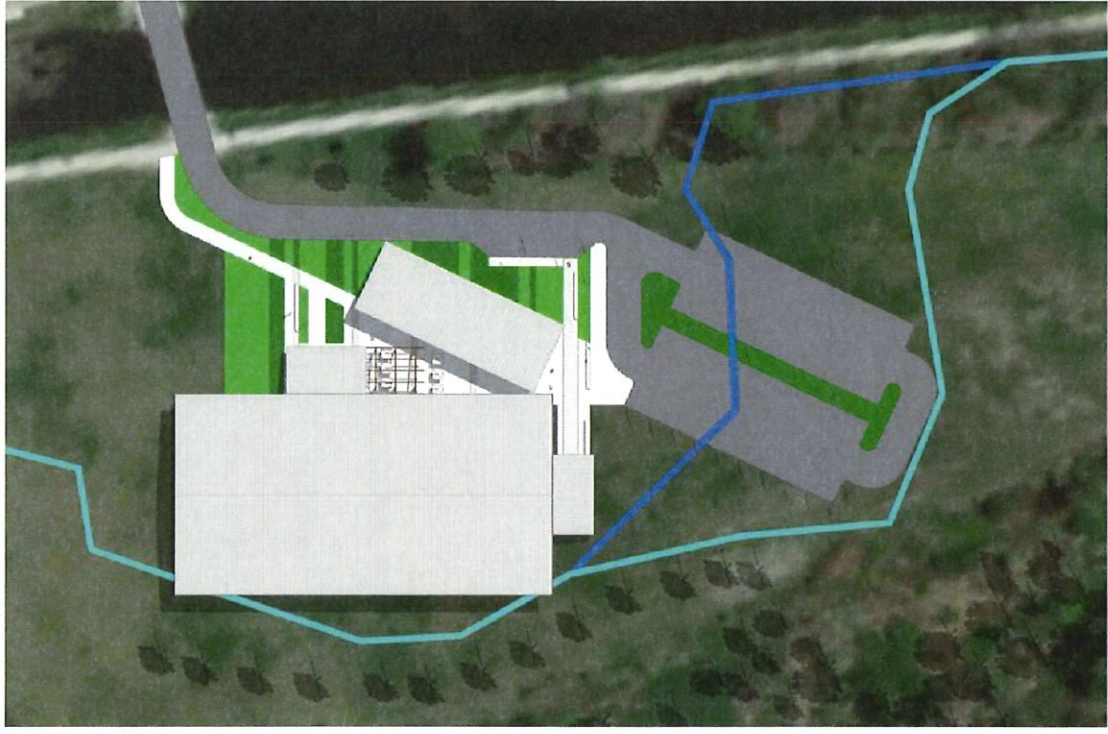
Millrace Pavilion



Estimated Cost - \$7.87 million

Construction - 2020/2021

Millrace Pavilion



Includes:

- A full-sized rink (100' x 206')
- Support buildings
- Paved plaza and event lawn space
- Parking lot

Opportunities:

- Ice Skating
- Junior Hockey
- Covered Concerts
- Festivals
- Receptions
- Sports (basketball, volleyball, pickleball)
- First Fridays Expansion
- Parks Programming

Millrace Pavilion

Item	Estimated Cost
Architectural & Engineering Fees	\$324,000
Direct Construction Costs	\$6,756,857
Furnishings & Equipment*	\$430,000
65 Onsite Parking Spaces	\$376,000
Subtotal	\$7,510,857
Contingency (5%)	\$359,343
Total Estimated Project Cost	\$7,870,200

Source	Amount
Community Foundation of Elkhart County	\$1,000,000
Goshen Redevelopment Commission	\$5,500,000
Lead Gift	\$1,000,000
Regional Cities	\$300,000
Total Funding Sources	\$7,800,000

Major Moves Loan Summary
Two Current Loans and One Proposed Loan

	2020	2021	2022	2023	2024	2025
Current Major Moves Loan - River Race (estimated payoff - 1/2022)						
February	\$166,500.00	\$166,500.00	\$59,571.76	\$0.00	\$0.00	\$0.00
August	\$165,000.00	\$165,000.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:	\$331,500.00	\$331,500.00	\$59,571.76	\$0.00	\$0.00	\$0.00
Current Major Moves Loan - River Race (estimated payoff - 1/2020)						
January	\$56,253.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:	\$56,253.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed New Major Moves Loan - River Race (estimated payoff - 7/2025) \$2,820,000						
January	\$0.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
July	\$0.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
SUBTOTALS:	\$0.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00
ANNUAL MAJOR MOVES LOAN REPAYMENT	\$387,753.41	\$931,500.00	\$659,571.76	\$600,000.00	\$600,000.00	\$600,000.00

RESOLUTION 14-2020

**Authorize Acceptance and Execution of Purchase Agreement of
65706 State Road 15**

WHEREAS the Commission authorized the issuance of a Request for Proposals (RFP) in May 2019 with a listed price of \$168,000 and no proposals were received.

WHEREAS the Commission approved a contract with Patty Miller of Century 21 Affiliated on July 19, 2019 for the listing of 65706 State Road 15.

WHEREAS an offer of \$150,000 was received. A closing date of on or before March 2, 2020 and the seller agrees to pay up to \$3,000 toward the buyer's closing costs.

WHEREAS we are requesting the Commission's approval to accept the offer and execute the purchase agreement which is attached and made part of this resolution.

PASSED and ADOPTED on February 11, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Redevelopment Commission

From: Mark Brinson

Subject: Sale of 65706 SR 15

Date: 2/7/2020

The Redevelopment Commission authorized the issuance of a Request for Proposals (RFP) to sell 65706 SR 15 in May of 2019. This is a single-family residential property located just north of the intersection of Waterford Mills Parkway and State Road 15. A portion of the property was used for right-of-way and utility easements associated with the construction of the new roadway.

The original RFP included a list price of \$168,000. No proposals were received by the deadline of July 15, 2019 and the Redevelopment Commission then listed the property through Century 21 Affiliated on July 19, 2019. The property has been shown to 16 prospective buyers over past six months, but no viable offers have been received until the current offer.

Attached is the offer from Randy and Erin McNeal. A summary of the offer is as follows:

- Purchase price: \$150,000
- Closing date: on or before 3/2/20
- Contingent on closing of the pending offer of buyer's current residence.
- Type of mortgage: Insured Conventional
- Seller agrees to pay up to \$3,000 toward buyer's closing costs, pre-pays, points, etc.
- Offer is contingent on Redevelopment Commission approval

Given the request for the payment of \$3,000 toward closing costs, the Commission should view the effective purchase price as \$147,000.

Listing Broker (Co.) Century 21 Affiliated (EL26) By Patricia Miller (EL3027)

Office code

individual code

Selling Broker (Co.) BHHSNI-Goshen (EL140) By David Stump (EL4370)

Office code

individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

For use only by members of the Indiana Association of REALTORS®

1 Date: 01/26/2020

2
3 A. **BUYER:** Randy McNeal and Erin McNeal ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms,
5 provisions, and conditions:

6
7 B. **PROPERTY:** The property ("Property") is known as 65706 State Road 15
8 in Elkhart Township, Elkhart County, Goshen
9 Indiana, 46526-5481 (zip code) legally described as: SUNNY ACRES E 375FT LOTS 6 & 7

10
11 together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including, but
12 not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto,
13 built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central
14 vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel
15 racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all
16 landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (**If applicable, any smart home**
17 **devices should be addressed in this paragraph.**) dishwasher, oven/range

18
19 EXCLUDES THE FOLLOWING: _____

20
21 **HOME HEATING FUEL:** Any remaining fuel stored in tank(s) to be included in the sale will be purchased by
22 Buyer at current market price measured within five (5) days prior to closing not applicable.
23 The terms of this Agreement will determine what items are included/excluded, **not** the Seller's Disclosure Form,
24 multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of
25 closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities
26 if material.

27
28 C. **PRICE:** Buyer will pay the total purchase price of (\$ 150000) one hundred fifty thousand
29 U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this
30 Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised
31 value is less than the agreed upon purchase price, either party may terminate this Agreement or parties may mutually
32 agree to amend the price.

33
34 **D. EARNEST MONEY:**

35 1. **SUBMISSION:** Buyer submits \$500 U.S. Dollars as earnest money which shall be
36 applied to the purchase price at closing. If not submitted with Purchase Agreement, Earnest money shall be
37 delivered to Escrow Agent within 2 hours days after acceptance of offer to purchase.
38 Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance
39 of the Agreement and **within two (2) banking days of receipt of the earnest money**, deposit the earnest money
40 into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money
41 shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit
42 Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow
43 Agent's receipt of the Earnest Money.

44 2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker,
45 then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no
46 provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified
47 mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters
48 into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may
49 release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker
50 shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual
51 Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money).
52 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good
53 faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations

65706 State rd, 1, Goshen, IN 46526-5481
(Property Address)

- 54 3. **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction,
55 without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller
56 retains all rights to seek other legal and equitable remedies, which may include specific performance and additional
57 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and
58 conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which
59 may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may
60 include specific performance and monetary damages in addition to loss of Earnest Money.
- 61 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**
- 62 1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer
63 to provide proof of funds submitted with offer within _____ days of acceptance.
64 Buyer will will not have an appraisal.
- 65 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
66 Conventional Insured Conventional FHA VA Other: _____ first
67 mortgage loan for 95 % of purchase price, payable in not less than _____ years, with an
68 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
69 shall pay all costs of obtaining financing, except Seller to pay up to \$3000 toward buyer's closing costs, pre-pays, points,
70 etc.
71 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
72 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
73 regulations and shall supersede any provisions of this Agreement.
- 74
75
76 3. **ASSUMPTION: (Attach Financing Addendum)**
- 77 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
- 78 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**
- 79
- 80 F. **TIME FOR OBTAINING FINANCING:**
- 81 1. **APPLICATION:** Within 5 days after the acceptance of this Agreement, Buyer agrees to make written
82 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
83 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
84 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
- 85 2. **APPROVAL:** No more than 45 days after acceptance of this Agreement shall be allowed for obtaining loan
86 approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this
87 Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.
- 88
- 89 G. **CLOSING:**
- 90 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before 03/02/2020, or
91 within _____ days after _____, whichever is later or this Agreement
92 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
93 date above must be by mutual written agreement of the parties.
- 94 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
95 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.
- 96 3. **CONTINGENCY:** This Agreement:
97 is not contingent upon the closing of another transaction;
98 is contingent upon the closing of the pending transaction on Buyer's property located at 64828 M 40
99 Lawton, MI 49065 scheduled to close by 03/02/2020.
100 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
101 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
102 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
- 103 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
104 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
105 compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall
106 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
107 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
108 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
109 and the actual cost incurred shall appear on the closing statement.
- 110 5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide
111 nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM
112 BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with
113 Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such
114 requests may be part of a scheme to steal funds or use your identity.

- 115 H. **POSSESSION:**
116 1. The possession of the Property shall be delivered to Buyer **at closing** **within** _____ **days beginning**
117 **the day after closing by** _____ **AM** **PM** **noon or** **on or before** _____ **if closed.**
118 For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ _____ U.S.
119 Dollars per day. If Seller does not deliver possession by the date and time required in the first sentence of this
120 paragraph, Seller shall pay Buyer \$ 300 U.S. Dollars per day as **liquidated damages** until possession
121 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
122 2. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its **possession** is
123 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing
124 to determine whether Seller has complied with this paragraph. **Seller shall remove all debris and personal property**
125 **not included in the sale.**
126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be
127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to
128 closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money**
129 **to buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds
130 resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
131 4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the
132 day of possession.
133
134 I. **SURVEY:** Buyer shall receive a (Check one) **SURVEYOR LOCATION REPORT**, which is a survey where corner
135 markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to
136 closing; **WAIVED**, no survey unless required by lender; at (Check one) **Buyer's expense (included in**
137 **allowance, if provided)** **Seller's expense** **Shared equally.** The survey shall (1) be received prior to closing and
138 certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and
139 easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees
140 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by
141 a survey. This release shall survive the closing.
142
143 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
144 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums
145 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents
146 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not** terminate this
147 Agreement if the Property requires flood insurance.
148
149 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not** terminate this Agreement if the Property is subject to building
150 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer
151 shall have 15 _____ after acceptance of this Agreement to satisfy this contingency.
152
153 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to
154 obtain a favorable written commitment for homeowner's insurance within 25 _____ days after acceptance of this
155 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.
156
157 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
158 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
159 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
160 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
161 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
162 problems, particularly in persons with immune system problems, young children and/or the elderly.
163
164 Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its
165 environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at
166 harmful levels is through inspections.
167
168 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
169 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**
170 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**
171 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**
172 **release shall survive the closing.**
173
174 N. **INSPECTIONS: (Check one)**
175
176 **Buyer has been made aware that independent inspections disclosing the condition of the property may be**
177 **conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.**

65706 State rd, 1, Goshen, IN 46526-5481

(Property Address)

Page 3 of 8 (Purchase Agreement)

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- 178 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
179 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
180 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
181 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which
182 release shall survive the closing. Required FHA/VA or lender inspections are not included in this
183 waiver.
184
- 185 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
186 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
187 Buyer's lender(s). All inspections shall be:
188 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
189 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
190 Buyer within the following time periods.
191 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make **all**
192 **areas of the Property** available and accessible for Buyer's inspection.
193
- 194 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.
195

196 **INSPECTION/RESPONSE PERIOD:**

- 197 **A. INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
198 Agreement. Buyer shall have 15 days beginning the day following the date of acceptance of the Purchase
199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
200 **B. SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and
201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
204 Any deemed necessary
205 **C. ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold
206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
207 shall notify Seller in writing and have 5 **additional days from the deadline listed above to order,**
208 **receive and respond in writing to all inspection reports.**
209 **D. INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
216 need of responding party to obtain additional opinions to formulate a response.
217 **E. IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
219 2. Give the Seller the opportunity to remedy the defect(s).
220 **F. SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.
223 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
226 the premises.
227 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
229 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
232 other biological contaminants. This release shall survive the closing.
233

234 **O. LIMITED HOME WARRANTY PROGRAM:**

235 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
236 which will will not be provided at a cost not to exceed \$ _____ U.S. Dollars charged to Buyer
237 Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY
238 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home
239 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home
240 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers
241 and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
242 Provider.

- 243 P. **DISCLOSURES: (Check one)**
244 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
245 SALES DISCLOSURE.
246 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
247 AND ACKNOWLEDGEMENT.
248

249 Q. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the
250 most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or
251 an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free
252 and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions
253 or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's
254 request, can provide information about availability of various additional title insurance coverages and endorsements and the associated
255 costs.

257 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
258 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
259 if provided) Seller Shared equally.
260

261 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
262 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
263 allowance, if provided) Seller Shared equally Other _____
264

266 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
267 order the commitment immediately or other: _____
268
269

270 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
271 Agreement.
272

273 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
274 and vendor's affidavit), so that marketable title can be conveyed.
275

- 276 R. **TAXES: (Check appropriate paragraph number)**
277 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
278 _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for
279 the Property payable before that date.
280 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
281 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
282 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
283 3. For recent construction or other tax situations. Seller will give a tax credit of
284 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.
285

286 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
287 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates.
288 This shall be a final settlement.
289

290 **WARNING:**
291 *The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed
292 the last tax bill available to the closing agent.
293

294 *Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.
295

296 *Buyer may apply for current-year exemptions/credits at or after closing.
297

298 S. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
299 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited
300 to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any
301 special assessments applicable to the Property for municipal improvements previously made to benefit the Property.
302 Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that
303 no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing
304 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a

305 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
306 completed after the date of this Agreement.
307

308 T. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
309 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
310 writing to a different date and/or time.
311

312 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
313 **delivery of such offer/Counter Offer.**
314

315 U. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a **mandatory**
316 membership association shall be delivered by the Seller to Buyer within 5 days after acceptance of this
317 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
318 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
319 released and held harmless from any and all liability arising out of or related to these documents.
320

321 If the Buyer does not make a written response to the documents within 7 days after receipt, the documents
322 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
323 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
324 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
325 within 5 days after Buyer's approval of the documents. Fees charged by the "Association", or its management
326 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
327 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
328

329 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
330 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
331 **Property.**
332

333 V. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
334 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
335 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
336

337 W. **ADDITIONAL PROVISIONS:**
338

- 339 1. Unless otherwise provided, any proration's for rent, taxes, insurance, damage deposits, association
340 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
341
- 342 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
343 insurance. Broker is not responsible for providing or verifying this information.
344
- 345 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
346 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
347
- 348 4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
349 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or
350 verifying this information.
351
- 352 5. Conveyance of this Property shall be by general Warranty Deed, or by _____
353 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
354
- 355 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act,
356 Seller will pay applicable tax obligation.
357
- 358 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted
359 electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return
360 receipt requested, addressed to Seller or Buyer or the designated agent of either party.
361
- 362 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
363 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

65706 State rd, 1, Goshen, IN 46526-5481

(Property Address)

- 364 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
 365 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
 366
 367 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
 368 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
 369 written consent.
 370
 371 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
 372 Property.
 373
 374 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
 375 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
 376 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
 377 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
 378 companies shall be released and held harmless in the event of claims disputes with any service provider.
 379
 380 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
 381 information regarding this transaction may be published in a listing service, Internet or other advertising media.
 382
 383 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
 384 until this transaction is closed.
 385
 386 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
 387 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
 388 contrary.
 389
 390 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.

391
 392 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
 393

394 X. **FURTHER CONDITIONS (List and attach any addenda):** This agreement is contingent on official approval from
 395 Redevelopment Commission meeting on February 11, 2020
 396 _____
 397 _____
 398 _____
 399 _____
 400 _____
 401 _____
 402 _____
 403 _____
 404 _____

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
 406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
 407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
 408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
 409

410 Z. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
 412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
 413

414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by 7:00
 415 AM PM Noon, on 01/27/2020, this Purchase Agreement shall be null
 416 and void and all parties shall be relieved of any and all liability or obligations.
 417

418 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed
 419 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall
 420 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent
 421 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that
 422 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
 423 original documents shall be promptly delivered, if requested.
 424
 425

426 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
427 receipt of a signed copy.

428 Randy McNeal dotloop verified
429 01/26/20 1:55 PM
EST
97T3-YVLL-5J5I-GT5C
430 BUYER'S SIGNATURE DATE

Erin McNeal dotloop verified
01/26/20 1:58 PM EST
QOQR-UNGT-1UPV-7LIS
BUYER'S SIGNATURE DATE

432 Randy McNeal
433 PRINTED

Erin McNeal
PRINTED

435 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

436 On 1/28/20 at AM PM Noon

439 1. The above offer is Accepted.

441 2. The above offer is Rejected.

443 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter
444 Offer.

447 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
448 receipt of a signed copy.

449 Mark Brinson 1/28/20
450 SELLER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

452 Mark Brinson
454 PRINTED

PRINTED



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RESOLUTION 15-2020

**Approve Request to Bid Demolition of Seven (7) Properties along
East Lincoln Avenue**

WHEREAS in advance of the East Lincoln Avenue Reconstruction project, seven (7) properties were acquired and currently in the process of acquiring the eighth property.

WHEREAS all of the structures need to be demolished to allow for NIPSCO's utility relocation of both gas and electric prior to the City bidding the project.

WHEREAS bids will be opened on March 9, 2020 by the Board of Public Works and Safety, and an award recommendation will be provided to the Redevelopment Commission on March 10, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request to bid demolition of seven (7) properties along East Lincoln Avenue.

PASSED and ADOPTED on February 11, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hutsell

Date: February 11, 2020

RE: Request for Permission to Bid Demolition of Seven (7) Properties along East Lincoln Avenue

In advance of the reconstruction of East Lincoln Avenue, the Commission has worked to acquire seven (7) residential properties and in the process of acquiring the 8th property that is needed. All of the structures need to be demolished to allow for NIPSCO's utility relocation of both gas and electric and prior to the City bidding the project. We are requesting the Commission's approval to bid the demolitions this month and anticipate bringing a contract recommendation to the March meeting.

RESOLUTION 16-2020

Approve Request to Negotiate and Execute an Asbestos Abatement Agreement with TecServ Environmental, Inc. for 622 East Lincoln Avenue and 704 East Lincoln Avenue

WHEREAS the Commission approved an asbestos assessment agreement with TecServ Environmental for eight (8) houses on East Lincoln Avenue that are being acquired for the roadway reconstruction project. The completed assessment show that 622 East Lincoln and 704 East Lincoln Avenue have confirmed asbestos containing materials.

WHEREAS three quotes have been requested for abatement of the found asbestos to allow for demolition. TecServ Environmental submitted the lowest responsible and responsive quote for a lump sum of \$6850.00. All work will be completed by March 13, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the request to execute an Asbestos Abatement Agreement with TecServ Environmental, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that Community Development Director Mark Brinson is authorized to execute an agreement with TecServ Environmental, Inc. on behalf of the City of Goshen, Indiana and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 11, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hutsell

Date: February 11, 2020

RE: Request for Negotiate and Execute an Asbestos Abatement Agreement with TecServ Environmental for 622 E. Lincoln Avenue and 704 E. Lincoln Avenue

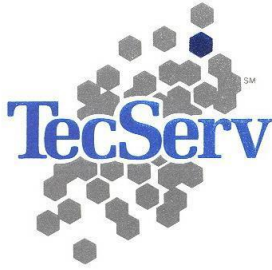
Last fall the Commission approved an asbestos assessment agreement with TecServ Environmental for the eight (8) houses on East Lincoln Avenue that are being acquired for the roadway reconstruction project. To date, all but two (2) of the properties have been assessed and 710 E. Lincoln Avenue is schedule to be assessed within the next several days.

The completed assessments show that only 622 E. Lincoln Avenue and 704 E. Lincoln Avenue have confirmed asbestos containing materials (ACM's). Three quotes have been requested for the abatement of the found asbestos to allow for demolition to occur and we are requesting permission to negotiate and execute a contract with TecServ Environmental for this work as the lowest responsible and responsive quote as detailed below:

1. 622 E. Lincoln Avenue - \$3,425.00
2. 704 E. Lincoln Avenue - \$3,425.00

Both properties have floor tiling that needs to be removed with proper disposal. The quote also includes required IDEM notifications regarding completion.

The requested contract would be for a lump sum cost of \$6,850.00 and all work would be completed by March 13th to allow for demolition of the homes to occur.



November 25, 2019

Ms. Becky Hutsell
Brownfield Coordinator
City of Goshen
204 E. Jefferson, Suite 2
Goshen, Indiana 46528

RE: Asbestos Abatement at 622 and 704 E. Lincoln Avenue, Goshen

Ms. Hutsell:

TecServ Environmental, Inc. proposes to furnish all material, and perform all necessary labor to complete the above referenced project.

The following proposal is based on a recently completed asbestos inspection and measurements taken at each structure:

622 E. Lincoln Avenue

1. Removal of 200 feet of linoleum in first floor kitchen and bathroom – multiple layers
2. OSHA required air monitoring
3. IDEM notification if required
4. Disposal of Waste

Base bid..... (\$3,425.00)

704 E. Lincoln Avenue

1. Removal of 200 square feet of linoleum in first floor kitchen and bathroom – multiple layers
2. OSHA Required air sampling
3. IDEM notification if required
4. Disposal of waste

Base Bid..... (\$3,425.00)

The following items are NOT included in our scope of work:

1. Common Wage Scale
2. Replacement of any removed material
3. Removal of any items not listed above
4. Third Party Air Clearances

We can start on this work as soon as the approval process is completed plus 10 working days. Although all projects are bid separately, we will only complete this project if all locations are accepted together.

Thank you for the opportunity to present you with this proposal. Should you have any further questions or if you would like to meet to review this proposal further, please do not hesitate to contact me at (574) 259-4022.

Sincerely,

TecServ Environmental, Inc.

Dennis I. Carter

Approved by:

Position:

Date: _____



RESOLUTION 17-2020

Approve Purchase Agreement with Rethinking Buildings, LLC for 401 South Third Street and 204 West Madison Street

WHEREAS at the December 2019 Redevelopment Commission meeting, the Commission accepted the proposal from Rethinking Buildings, LLC for 401 South Third Street and 204 West Madison Street.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of the Purchase Agreement between Rethinking Buildings, LLC and the City of Goshen that is attached to and make a part of this Resolution are approved and Community Development Director Mark Brinson is authorized to execute the Purchase Agreement on behalf of the City of Goshen and the Goshen Redevelopment commission with Rethinking Buildings, LLC.

PASSED and ADOPTED on February 11, 2020

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

AGREEMENT FOR THE SALE, PURCHASE AND DEVELOPMENT OF REAL ESTATE

THIS AGREEMENT, is made and entered into this _____ day of February, 2020 by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as “Redevelopment,” and Rethinking Buildings, LLC hereinafter referred to as “Rethinking Buildings”.

WHEREAS Redevelopment sought proposals to develop five (5) parcels of real estate on Third Street and Madison Street.

WHEREAS, Rethinking Buildings submitted a proposal. After discussions with Redevelopment Staff and Commission members Andrea Johnson and Brian Garber a recommendation was forwarded to the Redevelopment Commission for approval.

WHEREAS, the real estate to be sold to Rethinking Buildings shall hereinafter be referred to as the subject real estate.

The following terms and conditions are agreed to by Redevelopment and Rethinking Buildings.

SUBJECT REAL ESTATE

Rethinking Buildings agrees to develop the subject real estate in accordance with the terms, covenants and conditions set forth in this Agreement.

The subject real estate consists of 401 South Third Street, Goshen, Indiana, and 204 West Madison Street Goshen Indiana more particularly described as follows:

401 South Third Street

Part of Lot Number 95 as the said Lot is known and designated on the recorded plat of J.H. Barnes Second South Addition to the town, now City of Goshen, Indiana; said plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana and more particularly described as follows:

Commencing at the Southeast corner of said Lot Number 95, being the point of beginning of this description; thence North along the East line of said Lot Number 95, a distance of 36.22 feet to an iron rebar with cap (DORIOT #890028); thence Westerly, a distance of 164.97 feet to an iron rebar with cap (DORIOT #890028) on the West line of said Lot

Number 95; thence South along said West line, a distance of 36.50 feet to an iron rebar with cap (DORIOT #890028), being the Southwest corner of said Lot Number 95; thence East along the South line of said Lot Number 95, a distance of 164.97 feet to the point of beginning.

Parcel Number 20-11-09-456-017.000-015
Subject to all easements and rights of way of record.

204 West Madison Street

A part of Lot 97 in Barne's Second South Addition to the City of Goshen, Indiana more particularly described as follows; said Plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana.

Beginning at an iron pipe marking the northwest corner of said Lot 97; thence South 89 degrees 42 minutes 25 seconds East, 99.43 feet along the north line of said Lot 97 to a rebar; thence South 0 degrees 11 minutes 35 seconds East 66.11 feet to a rebar on the south line of said Lot 97; thence North 89 degrees 41 minutes 11 seconds West 99.53 feet to an iron pipe at the southwest corner of said Lot 97; thence North 0 degrees 6 minutes 20 seconds West 66.07 feet along the west line of said Lot 97 to the point of beginning.

Subject to and together with an easement 10 feet in width, the centerline of which is the east line of the foregoing described real estate, which easement is for the exclusive purpose of providing access for required maintenance of the improvements located upon the above described real estate and the improvements located adjacent to and to the east of the improvements on the east end of said Lot 97.

Parcel Number: 20-11-09-456-016.000-015
Subject to all easements and rights of way of record

CONSIDERATION FOR PURCHASE AND DEVELOPMENT

Rethinking Buildings agrees to pay Redevelopment the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("purchase price") for the subject real estate.

As part of the consideration for the sale of the real estate, Rethinking Buildings agrees to demolish the structure on 204 West Madison Street by May 31, 2020. Redevelopment agrees to credit the cost of the demolition against the purchase price. Rethinking Buildings may elect to remove portions of the existing structure at 401 S. Third Street. If Rethinking Buildings elects to demolish portions of

the structure on 401 S. Third parcel, the costs of such demolition will also be credited against the purchase price. If the cost of demolition is Twenty-Five Thousand Dollars (\$25,000.00) or more, Redevelopment will deed the subject real estate to Rethinking Buildings without further payment. If the cost of the demolition is less than Twenty-Five Thousand Dollars (\$25,000.00) Rethinking Buildings agrees to pay the difference to Redevelopment within forty-five (45) days of the completed demolition.

In further consideration for the sale of the subject real estate Rethinking Buildings agrees to make the following repairs and improvements to 401 South Third Streets as listed below.

1. Repair the bricks at the front porch entry.
2. Replace the front door.
3. Replace all of the interior doors.
4. Repair all cracks in the walls and ceilings.
5. Remove the mold in the bathroom.
6. Replace the basement window and window frame.
7. Treat for termites.
8. Replace all of the termite damaged wood members.
9. Replace all of the leaking plumbing pipes.
10. Replace the bathroom flooring.
11. Support and level the main level flooring.
12. Repair or replace the windows.
13. Replace the soiled flooring in the upstairs bedroom.
14. Replace all of the broken outlets.
15. Repair the leak in the upstairs bedroom around chimney.
16. Tuck point all of the cracks around the structure.
17. Replace all of the damaged soffit and fascia.
18. Replace kitchen cabinets and countertops.
19. Repaint the walls and ceilings.
20. Replace the furnace.

These repairs and improvements are to be completed by December 31, 2020. Title to the real estate will be transferred to Rethinking Buildings once the demolition of 204 West Madison Street is completed and the remaining portion of the purchase price, if any, is paid to Redevelopment. Redevelopment will retain a mortgage on the real estate in the amount of Thirty Thousand Dollars (\$30,000.00). Once the repairs and improvements listed above are satisfactorily completed the mortgage will be released without payment, other than the purchase price less demolition credit. Redevelopment agrees to subordinate the Thirty Thousand Dollars (\$30,000.00) mortgage to any lending institution that provides funds for the repairs and improvement to 401 S. Third Street.

Redevelopment owns parcel number 20-11-09-456-022.000-015 which is located west of River Race Drive and east of the canal between Madison Street and Monroe Street. Due to the size of the parcel, Redevelopment has no plans to develop the real estate. Redevelopment agrees that it will not construct a residential or commercial building on the parcel without the consent of the owners of 204 W. Madison and 401 S. Third Street. Redevelopment agrees that the real estate south of 401 S. Third Street and 204 W. Madison between River Race Drive and Third Street will not be used for parking except to accommodate the parking needs of any development on those parcels of real estate.

SITE PLAN

1. Rethinking Buildings will develop a site plan for 204 West Madison Street and 401 South Third Street by December 31, 2020. The proposed site plan must be consistent with the laws of the State of Indiana and the ordinances and building standards of the City of Goshen. Rethinking Buildings may seek rezoning and/or variances if needed to implement the proposed site plan.
2. Rethinking Buildings agrees to submit site plans to Redevelopment for review and comment before implementing the site plan.
3. Redevelopment agrees to support a development variance to accommodate a single-family residence between seven hundred twenty (720) square feet and one thousand (1000) square feet if a single-family home and additional square footage it is a two-story home.

OBLIGATIONS OF RETHINKING BUILDINGS

As additional consideration for the purchase of the subject real estate, Rethinking Buildings agrees to do the following at Rethinking Buildings' expense:

1. Construct all building water lines and building sewer lines necessary to service each building residential or commercial, that are to remain on the subject real estate or subsequently constructed on the subject real estate.
2. If any water main or sewer main needs to be extended to provide proper service to the subject real estate, upon proper completion of such water or sewer mains, Rethinking Buildings will dedicate mains to the City of Goshen and the City will assume maintenance of the dedicated mains. Rethinking Buildings agrees to dedicate an easement to the City to permit proper maintenance of sewer mains and water mains.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

1. Water mains, sewer mains, water building lines, sewer building lines, other appurtenant facilities, streets, sidewalks or bike paths shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety.
2. Redevelopment and Rethinking Buildings each agree to execute all deeds of easements, rights of way or other documents that are reasonably necessary, desirable or appropriate to further the development of the subject real estate and to provide for the future maintenance of the City of Goshen's water mains, sewer mains, appurtenant facilities, streets, sidewalks and bike paths.
3. All easements and rights of way obtained shall be recorded in the office of the Recorder of Elkhart County, State of Indiana.
4. All new buildings constructed on the subject real estate shall be connected to the City's sewer system and water system at the expense of the owner of such real estate at the time of the construction of the building, if such building is to be used as a residence or for commercial purposes.
5. The landscaping must be consistent with the City of Goshen landscaping requirements. If the subject real estate is used for commercial purposes

TITLE INSURANCE

1. Redevelopment will conduct at Redevelopment's sole cost a title search to confirm the ownership of the real estate for the benefit of Rethinking Buildings within thirty (30) days of the execution of this agreement.
2. At the time of closing, Redevelopment agrees to provide Rethinking Buildings with a deed conveying a merchantable title to the real estate and a policy of title insurance in standard ALTA owner's form insuring the title to the real estate to be conveyed by Redevelopment to Rethinking Buildings in an amount equal to the purchase price, to be free of defects, except such defects that are included in the standard exceptions forming a part of such policies.

WARRANTIES

1. Redevelopment shall deliver to Rethinking Buildings a warranty deed conveying to Rethinking Buildings a title to the real estate free and clear of all liens and encumbrances, except conditions of record including zoning restrictions, taxes and assessments.
2. Redevelopment makes no warranty, express or implied, that the real estate is suitable for any particular purpose. Rethinking Buildings has made its own inspection of the real estate and relies solely upon Rethinking Buildings' observation in deciding to purchase the real estate. Rethinking Buildings does not rely upon any representation of Redevelopment or any agent of Redevelopment.

POSSESSION OF REAL ESTATE

Possession and occupancy of the real estate will be delivered to the Rethinking Buildings on the date of the execution of this agreement.

RISK OF LOSS

Redevelopment shall assume the risk of loss until the execution of this agreement at which time Rethinking Buildings shall assume the risk of loss.

STORMWATER

Rethinking Buildings will be responsible to retain stormwater on site in accordance with the City of Goshen ordinances and building standards.

POWER TO CONTRACT

The person signing this agreement warrants that such person has full lawful right, power and authority to execute and deliver this agreement and has the authority to obligate Rethinking Buildings to carry out the terms and conditions of this agreement.

DEFAULT AND REMEDIES

Each of the following shall constitute an event of default under this agreement:

1. If any proceeding under the provisions of the Federal Bankruptcy Code is filed against the Rethinking Buildings or the Rethinking Buildings voluntarily submits itself to such proceeding;

2. If the Rethinking Buildings makes an assignment for the benefit of creditors;
3. If a receiver is appointed for the Rethinking Buildings, for the subject real estate or for assets of the Rethinking Buildings; or
4. If either party materially violates or fails to keep, perform or comply with any of the terms, provisions, and covenants to be kept, complied and performed under this agreement.

Upon the occurrence of any event of default by the Rethinking Buildings, Redevelopment shall notify Rethinking Buildings in writing of the alleged default and shall demand performance to remedy the default. The Rethinking Buildings shall then proceed to remedy or cure such default with thirty (30) days after receiving the notice. If Redevelopment gives notice at any time of a default of a nature that cannot be reasonably cured within the thirty (30) days, then no breach of this agreement shall be deemed to have occurred so long as the Rethinking Buildings, following notice by Redevelopment, proceeds to cure the default as soon as reasonably possible and continues to take all reasonable steps necessary to complete the same within a reasonable period. In addition, no default shall have been deemed to have occurred if and so long as the Rethinking Buildings shall be delayed in or prevented from curing the same as a result of an unavoidable delay. An unavoidable delay shall mean any delay caused by reason of strikes, power outages, fire, acts of God or other reasons beyond Rethinking Buildings's reasonable control and not avoidable by reasonable diligence. Following any default by the Rethinking Buildings for which the Rethinking Buildings does not diligently pursue a cure, Redevelopment may institute and exercise any and all proceedings and remedies permitted by law or equity.

In the event that either the Rethinking Buildings or Redevelopment breach or default under any terms of this agreement, the non-defaulting party shall have the right to such damages as may be available in law or equity, including the right to compel specific performance and/or the right to recover costs and expenses in enforcing the provisions of this agreement, the costs and expenses incurred to the date of the breach in complying with the terms of this agreement and the costs and expenses relating to the initiation of construction and development of the plans.

MISCELLANEOUS

1. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

2. In the event that legal action is brought to enforce or interpret the terms and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
3. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.
4. 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.
5. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
6. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Rethinking Buildings.
7. The parties' rights and obligations may not be assigned or otherwise transferred without the written consent of the other party.

IN WITNESS WHEREOF, the parties have set their hands to this agreement the day and year first written above.

City of Goshen Redevelopment

Rethinking Buildings, LLC

 Thomas W. Stump, President
 Goshen Redevelopment Commission

 Name: _____
 Title: _____

 Andrea Johnson, Secretary
 Goshen Redevelopment Commission



**Department of Community Development
CITY OF GOSHEN**

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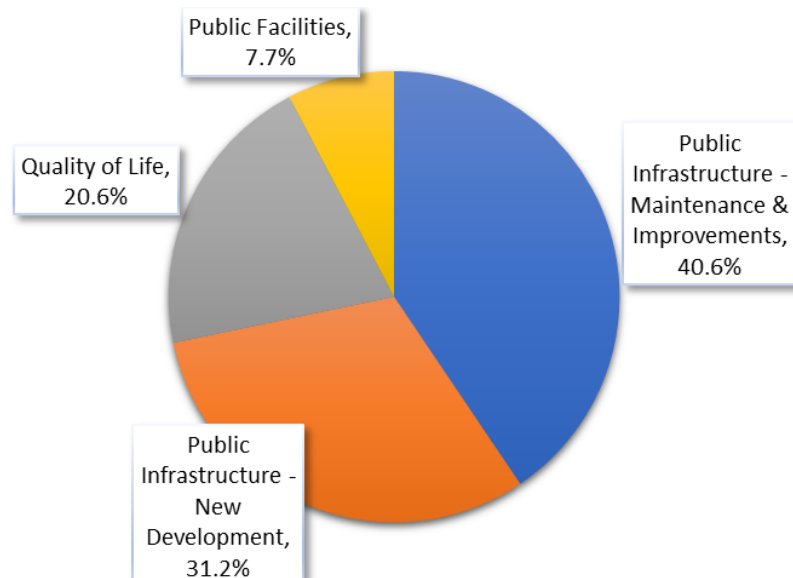
Memorandum

To: Redevelopment Commission
From: Becky Hutsell, Redevelopment Project Manager
Date: February 11, 2020
RE: Five Year Capital Plan – Breakdown by Project Type Summary

As requested at last month’s meeting, Redevelopment staff has broken down all of the projects outlined in our Five Year Capital Plan for all TIF districts into four (4) project types. The types identified are as follows:

- 1. Public Infrastructure – Maintenance & Improvements**
Includes projects that benefit existing development by providing improved roadways and utility infrastructure.
- 2. Public Infrastructure – New Development**
Includes projects that benefit new development by providing new and/or improved roadways and utility infrastructure.
- 3. Quality of Life**
Includes projects that provide “quality of place” for the people that live and work in Goshen. Supports talent attraction for existing industries and makes Goshen a place that people want to live and work in.
- 4. Public Facilities**
Includes contribution towards public facilities within the TIF districts that allow for continued and improved services to the community.

The chart below shows the breakdown with additional detail provided on the attached table.



PROJECT NAME	PROJECTED COST	CLASSIFICATION
Consolidated RR TIF		
Steury/Lincoln - Phase II	\$ 1,400,000	Public Infrastructure - Maintenance & Improvements
Steury/Lincoln - Phase III	\$ 800,000	Public Infrastructure - Maintenance & Improvements
East Lincoln from RR to Rock Run Creek	\$ 200,000	Public Infrastructure - Maintenance & Improvements
River Race Dr - Phase II	\$ 500,000	Public Infrastructure - New Development Support
Real Estate Acquisition	\$ 400,000	Public Infrastructure - New Development Support
Ice Rink/Community Pavilion	\$ 5,500,000	Quality of Life
Quiet Zone - 9th Street	\$ 250,000	Quality of Life
Ozinga Property	\$ 1,000,000	Public Infrastructure - New Development Support
US 33 - Fairfield to Plymouth	\$ 206,300	Public Infrastructure - New Development Support
Clinton, Bashor & Reliance Water Main Installation	\$ 1,410,000	Public Infrastructure- New Development Support
Pike St Water Main Extension	\$ 210,000	Public Infrastructure - Maintenance & Improvements
Parks Dept Maintenance Facility	\$ 350,000	Public Facilities
West Jefferson Streetscape	\$ 600,000	Public Infrastructure - New Development Support
9th St Corridor Sidewalks	\$ 375,000	Quality of Life
Blackport Boardwalk/Sidewalk Study	\$ 50,000	Quality of Life
Millrace Canal Levee Analysis	\$ 30,000	Public Infrastructure - Maintenance & Improvements
Bike Path - Monroe to Fidler Pond	\$ 160,000	Quality of Life
Dierdorff Lift Station/Sewer Extension	\$ 1,600,000	Public Infrastructure - Maintenance & Improvements
Sidewalks - College & Lincolnway East	\$ 750,000	Quality of Life
Madison St Bridge Evaluation	\$ 50,000	Public Infrastructure - New Development Support
Consolidated Southeast TIF		
Goshen Industrial Park Stormwater - Phase II	\$ 2,000,000	Public Infrastructure - Maintenance & Improvements
Century Dr Reconstruction	\$ 1,870,000	Public Infrastructure - Maintenance & Improvements
CR 40 Reconstruction - Dierdorff to US 33	\$ 2,400,000	Public Infrastructure - Maintenance & Improvements
Waterford Mills Pkwy - SR 15 to CR 40	\$ 2,500,000	Public Infrastructure - New Development Support
Eisenhower Dr Reconstruction	\$ 2,000,000	Public Infrastructure - Maintenance & Improvements
College Ave Reconstruction - US 33 to RR	\$ 1,020,000	Public Infrastructure - Maintenance & Improvements
South Wellfield Improvements	\$ 4,000,000	Public Infrastructure - Maintenance & Improvements
Waterford Commons - Phase I	\$ 1,150,000	Public Infrastructure - New Development Support
New Fire Station	\$ 2,700,000	Public Facilities
Winona Trail Extension	\$ 85,000	Quality of Life
Sidewalks - Lincolnway East (SE TIF)	\$ 750,000	Quality of Life
Dierdorff Rd Reconstruction	\$ 2,650,000	Public Infrastructure - Maintenance & Improvements
Lippert/Dierdorff TIF		
Stormwater Master Plan - E College Ave Area	\$ 50,000	Public Infrastructure - New Development Support
Bike Path - Fidler Pond to College Ave	\$ 205,000	Quality of Life
Sidewalks - College & Dierdorff	\$ 85,000	Quality of Life
Plymouth Ave TIF		
Stormwater Improvements - Crossing Subdivision	\$ 550,000	Public Infrastructure - New Development Support
TOTAL	\$ 39,856,300	



Department of Community Development
CITY OF GOSHEN

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hutsell

Date: February 11, 2020

RE: Request for Authorization to Construct New Water Main north of Hawks

At the time that River Race Drive was constructed, LaCasa owned the Hawks Building and provided detail to the City on where they needed their domestic and fire lines for their future development plans for the north end of the building. The City installed two (2) taps at the time that the water main was installed and the existing connection points exist on the east side of the north end of the Hawks Building.

InSite Development now owns the north end of the Hawks and has spent the last several months making structural repairs to the building while their development plans were being finalized. Their initial plan was to provide indoor parking on the main floor with access for the tenants to the garages from River Race Drive. However, they have now decided to eliminate the indoor parking and utilize the space for three (3) additional apartments on the main floor as Abonmarche will now be moving their offices to the second floor of the building.

The change in plans has created complications with the water services into the building. The mechanical room for this development is located on the west side of the building and, while the main floor was planned for garages, they intended to run the water lines across the garage ceilings to the mechanical room. The revised plan eliminating the garages would require the water lines to instead be run beneath the building foundation or above the main floor apartment ceilings. Both options are a concern as there is substantial flow from the River Race Drive water main and any future leaks or breaks would cause extensive damage.

City staff has met with the InSite team to discuss the available options. The recommended action at this point is to install a new public water main at the north end of the building that would have a hydrant placed at the west end near the Jefferson Street bridge. This scenario would provide improved fire protection opportunities for the north end of the building and allow the piping to be flushed annually to maintain optimal water quality. New service taps for the Hawks would then be installed near the hydrant to allow their service lines to extend south along the west side of the building and into their mechanical room. We are requesting the Commission's permission to have City Water and Sewer staff install the new line with funding for the materials and staff time provided by Redevelopment. A cost estimate has been prepared by Engineering and is attached as well as the plan sheet showing the proposed improvements. They are proposing to complete the work on a time and materials basis with a not-to-exceed cost of \$19,600. InSite will be responsible for constructing their service lines from the new public main and for abandoning the taps that will not be used along River Race Drive at their expense.

Contractor to disconnect existing fire hydrant on west side of Millrace Canal and install permanent cap, Coordinate with City of Goshen Water Dept. and provide hydrant to the Water Dept.

MILLRACE CANAL

GENERAL NOTES

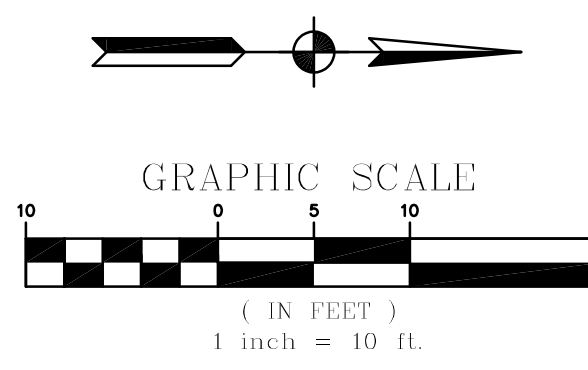
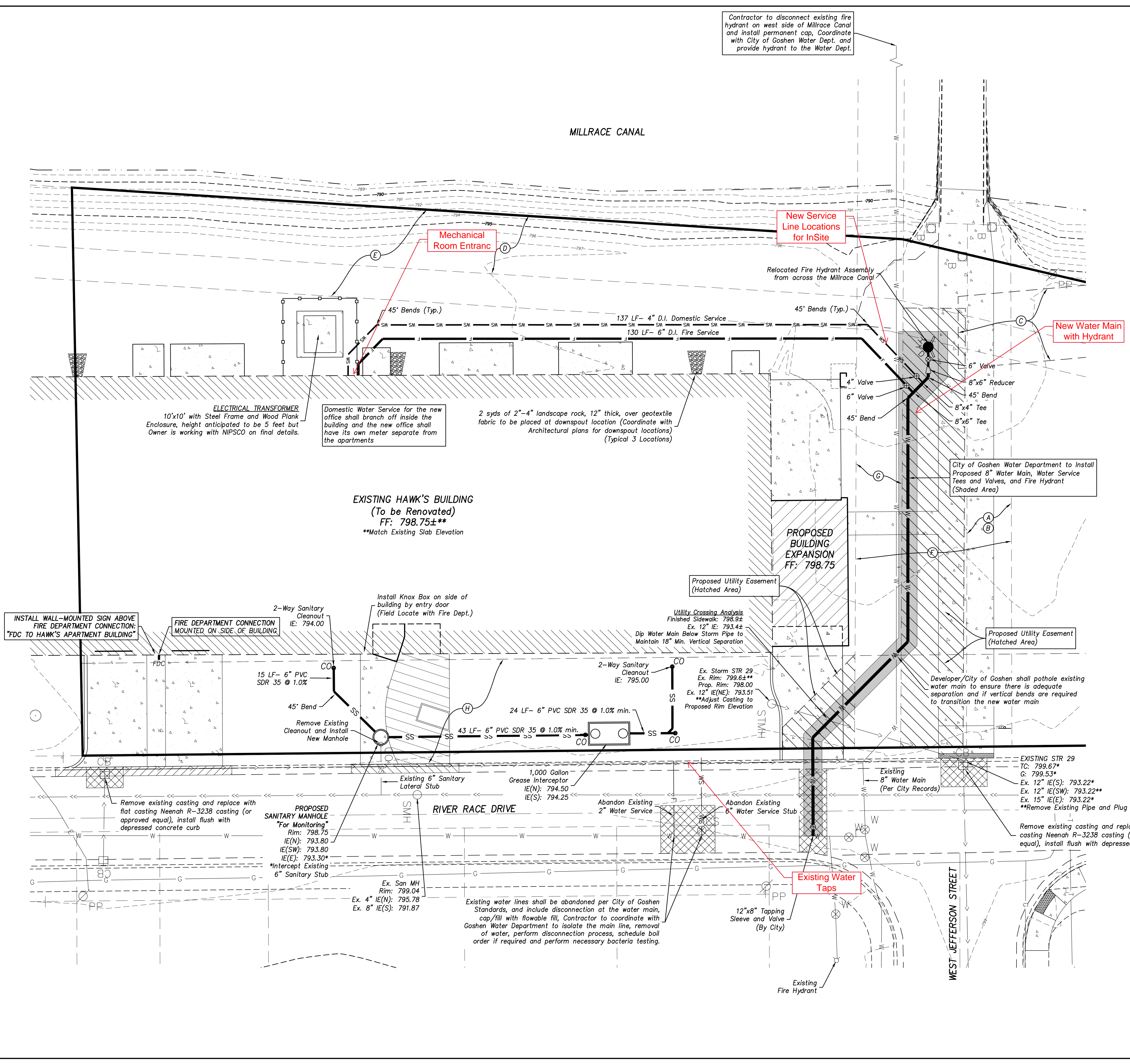
- Construction, Materials, and Testing shall conform to the requirements of City of Goshen.
- Prior to any work, Contractor shall obtain all necessary project permits from the local municipality and governing agencies.
- Contractor shall request utility locates through INDIANA 811 and also contact all utility companies prior to construction to confirm locations of underground utilities. Any damages to any public and/or private properties during construction shall be repaired at the Contractor's expense.
- Unsuitable materials that could affect the integrity of the pipes and/or pavement shall be properly treated.
- Any removed and/or disturbed pavement, shall be replaced using the same type of material and brought back to its original grade and alignment.
- No closing of streets shall be permitted without prior approval from City of Goshen.
- Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices in accordance with the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways.
- All backfill for pipe trenches and site grading shall be suitable granular material and be performed in 6-inch lifts maximum and compacted to 98% Modified Proctor to proposed subgrade. Pipe bedding shall be in accordance with the pipe manufacturer and ASTM D-2321 for flexible and rigid pipe, as well as the pipe bedding detail on Sheet C5.1. Compaction testing shall be done by a qualified soil testing firm approved by the General Contractor.
- Contractor shall verify the water table and include in the bid the cost for dewatering. The water table shall be lowered to 24 inches below the pipe invert prior to installation. Soil borings performed by the Developer are available upon request.
- Water and sewer pipes shall have a minimum horizontal separation of 10 feet from edge of pipe to edge of pipe. Whenever water pipes must cross above or below sewer pipes, a minimum vertical separation of 18 inches is required between the outside of the water pipe and the outside of the sewer pipe. If this cannot be met, the sewer pipe shall be constructed of water grade pipe meeting AWWA Standards for a distance of 10 feet each side of the water pipe. At crossings, one full length of water pipe shall be installed so that the joints will be as far from the sewer pipe as possible.
- Discrepancies or conflicts in the plans and/or site conditions shall be communicated to the Developer / Engineer to ensure that clarifications and/or revisions can be made prior to construction.
- Contractor shall supply As-Built Record Drawings with actual field locations and elevations to the Owner/Developer and Engineer upon completion of work.

DRAINAGE NOTES

- Roof downspout locations shall be stabilized and protected with adequate landscape stone placed on geotextile fabric. See Plan for location and quantity, and refer to Architectural Drawings for all downspout locations.

LEGEND

- (A) Easement for Access and Public Water/Sewer Utilities (Instr. #96-016553)
- (B) Easement for Access and Public Water/Sewer Utilities (Instr. #96-022066)
- (C) Public Pedestrian/Bicycle Trail Easement (Instr. #2009-29286)
- (D) 13' Wide Public Pedestrian/Bicycle Trail Easement (Instr. #2013-30259)
- (E) 20' Wide Easement for the City to maintain the canal (Instr. #2013-30260)
- (F) Access and Pedestrian/Bicycle Trail Easement within vacated Right-of-Way Jefferson Street (Instr. #2013-30261)
- (G) 10' Wide Easement for Access and Water/Sewer Utilities (Instr. #96-022066)
- (H) 20' Wide Private Access and Utility Easement for Benefit of Lot B (Instr. #2014-03087)



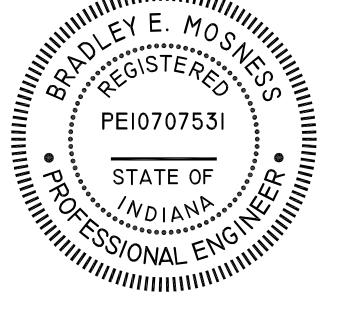
NO.	REVISION DESCRIPTION	BY:	DATE:
8	VARIOUS VE CHANGES PER CLIENT	KG	01-22-20
7	REVISED PER GOSHEN PLANNING DEPT. COMMENTS AND CLIENT	BEM	07-31-19
6	REVISED PER GOSHEN PLANNING DEPT. COMMENTS	BEM	05-06-19
5	REVISED AND SUBMITTED TO CITY FOR REVIEW	KG	03-21-19
4	REVISIONS PER CLIENT	KG	03-08-19
3	REVISIONS PER CLIENT	KG	12-13-18
2	REVISIONS PER CITY PLANNING DEPT.	KG	11-30-18
1	REVISIONS PER CITY TECH REVIEW	KG	10-24-18

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 Engineering Architecture Land Surveying

**HAWK'S APARTMENT BUILDING
 PHASE 2 - EXTERIOR IMPROVEMENTS**
 303 RIVER RACE DRIVE
 GOSHEN, IN 46526

DRAINAGE AND UTILITY PLAN

DRAWN BY: **KG**
 DESIGNED BY: **KG**
 PM REVIEW: **BEM**
 QA/QC REVIEW: **GCS**
 DATE: **05-02-19**



SIGNATURE: *Bradley S. Munn*
 DATE: **01-22-2020**

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.

SCALE: **HORZ: 1" = 10'**
VERT:
 ACI JOB #: **18-0489**
 SHEET NO.: **C2.0 (R2)**

C:\Projects\2018 Hawk's River Apt Project\Goshen\Civil\Drawings\Utility\Drawings and Utility\DWG\HAWK'S_1222019_10:03:32.dwg, 11/1/2019, 11:11:11 AM, 11/1/2019, 11:11:11 AM, 11/1/2019, 11:11:11 AM

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **January 21, 2020 through February 11, 2020** and finds that entries are allowed in the total amount of **\$119,956.06**

APPROVED on February 11, 2020

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 1/21/20 through 2/6/20

Invoice Date	Payee	Description	Claim #	Line Number	Amount
1/22/2020	Elkhart County Circuit Court Clerk	Eminent domain - 708 E Lincoln Ave - leinholder agree	1647	480-560-00-442.0000	\$5,000.00
1/28/2020	EnviroServe	Emergency response - underground storage tanks on	1653	480-560-00-431.0502	\$2,779.72
1/28/2020	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Professional Services - East Lincoln Reconstruction	1648	480-560-00-431.0502	\$126.20
1/28/2020	Community Business Equipment (04491)	Office Supplies - Name plate	1654	406-560-00-439.0930	\$18.99
1/28/2020	Lochmueller Group(09835)	Kercher Road Phase 1	1650	473-560-00-431.0502	\$3,490.10
1/28/2020	Lochmueller Group(09835)	Kercher Road Phase 2	1651	473-560-00-431.0502	\$47,620.85
1/28/2020	Lochmueller Group(09835)	Kercher Road Phase 2	1652	473-560-00-431.0502	\$28,484.98
1/28/2020	NIPSCO (00014)	65706 State Road 15	1649	406-560-00-435.0101	\$24.51
1/28/2020	NIPSCO (00014)	65706 State Road 15	1649	406-560-00-435.0201	\$46.04
1/28/2020	NIPSCO (00014)	65736 State Road 15	1649	406-560-00-435.0101	\$145.18
1/28/2020	NIPSCO (00014)	65736 State Road 15	1649	406-560-00-435.0201	\$400.96
2/4/2020	City of Goshen Utilities	65736 State Road 15 water	1658	406-560-00-439.0930	\$9.17
2/4/2020	Abonmarche (05859)	Steury Ave/Lincoln Ave Reconstruction	1656	480-560-00-431.0502	\$4,600.00
2/4/2020	Community Business Equipment (04491)	Office Supplies	1657	406-560-00-429.0002	\$43.12
2/4/2020	NIPSCO (00014)	611 N 2nd St	1659	406-560-00-435.0101	\$29.68
2/4/2020	NIPSCO (00014)	611 N 2nd St	1659	406-560-00-435.0201	\$79.96
2/4/2020	TecServ Environmental, Inc. (07838)	Asbestor Inspection of East Lincoln Properties	1655	480-560-00-431.0502	\$3,800.00
2/5/2020	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Legal Services for February 1, 2020 to February 29, 20	1662	406-560-00-431.0502	\$4,271.00
2/5/2020	Lochmueller Group(09835)	Kercher Road Phase 1	1660	473-560-00-431.0502	\$1,550.07
2/5/2020	Lochmueller Group(09835)	Kercher Road Phase 2	1661	473-560-00-431.0502	\$17,435.53
Total:					\$119,956.06



February 2020 Redevelopment Staff Report

PROJECT: GOSHEN THEATER RENOVATION- PHASE I

PROJECT DESCRIPTION

Goshen Theater, Inc. has purchased the Goshen Theater building to serve as an Arts and Entertainment facility downtown. A phased renovation of the theater has been proposed and construction is in progress. The first phase of construction will include renovation of the lobby area, installation of an elevator, and construction of restrooms, HVAC upgrades, hazardous material remediation and façade restoration.

PROJECT UPDATE

The Commission has approved \$850,000 for this project, which is structured as a forgivable loan. Additional funding is coming from the Regional Development Authority, Community Foundation and private donors. The theater board has secured approximately \$5.0 million to date, which includes \$1 million for an operating endowment. In December of 2019 the theater received an additional gift of \$500,000 from an anonymous donor, which was matched by an additional \$500,000 from the Community Foundation. These additional gifts are targeted for auditorium renovations, including new seating, originally planned for the second phase of construction.

Construction is scheduled to be completed in summer of 2020.

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from Washington Ave to Kercher Ave.

PROJECT UPDATE

Here is the updated schedule for the implementation of the Quiet Zone:

- Spring 2020 – Installation of signs and delineators at the railroad crossings.
- Summer 2020– Traffic counts to be done at each of the railroad crossings.
- Fall 2020 – Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed in 2020.
- Fall 2020 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Fall/Winter 2020 – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July 2019 to review the plans implementation status and finalize the proposed changes. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department’s Training facility and the Goshen Central Garage. This corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of

the current pavement. The intersection of Steury Avenue and Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway's appearance does not reflect the investment the adjoining companies have made on their properties. The overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

PROJECT UPDATE

Plans are nearly complete for both Phases II and III of this project, which include reconstruction of both Lincoln and Steury within this corridor and utility upgrades. Seven (7) of the eight (8) houses that are needed have been acquired and we're making progress on acquisition of the last property. Utility coordination is ongoing. Updates will be brought to the Commission in March.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM RAILROAD TO DIERDORFF ROAD

PROJECT DESCRIPTION

Improvements to Kercher Road from the Railroad to Dierdorff Road will include one lane in each direction and a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. The intersection at Pine Manor Drive and Industrial Park Drive will be aligned to allow for safe turning movements. This project was let in February 2018.

PROJECT UPDATE

The work is substantially complete and a punch list is being created to close out the project.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM DIERDORFF ROAD TO US 33

PROJECT DESCRIPTION

Improvements to Kercher Road from Dierdorff Road to US 33 will include one lane in each direction, a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. This project was let in February 2019.

PROJECT UPDATE

Construction is expected to be completed at the end of June, 2020. Traffic has switched to two-way traffic for the winter and will remain two-way as the contractor begins work on the south side of the road.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park.

PROJECT UPDATE

All work has been completed on the first phase of this project. Goshen Engineering is currently working with DLZ to finalize the construction plans. Once the necessary easements are acquired, bidding of the work will take place in 2020.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

The city owns an existing stormwater facility located on the south side of State Road 119 and east of Lighthouse Lane. This facility does not adequately address the stormwater issues in the area. The project will supplement existing public stormwater facilities by constructing additional interconnecting detention areas in partnership with the developer of The Crossing, a residential subdivision. The project will also include the extension of Lighthouse Lane to connect to The Crossing.

PROJECT UPDATE

The Redevelopment Commission has approved an agreement with the Barak Group, LLC, developer of The Crossing subdivision. The agreement requires the developer to complete the design for stormwater and road improvements, which will then be bid by the City. Design is underway and construction should occur in the spring of 2020. It is anticipated that agreements will be brought before this Commission in the next few months.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

No development plans are in place for the parcel at this time. The remediation activities are complete at the site and we have received environmental closure.

PROJECT UPDATE

Staff is discussing the property with potential purchasers and will bring a proposal to the Commission at the appropriate time.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

Structurepoint has submitted for the City's Tech Review process and it is anticipated that this project will go out to bid in early March. The Commission will be formally requesting a Major Moves loan from the City Council within the next month to provide the additional funds needed to complete this project.

PROJECT: RIVER ART

PROJECT DESCRIPTION

An agreement has been executed with Insite Development to design and construct an upscale residential project along the millrace canal. The site is near the intersection of South Third Street and Jefferson Street.

The River Art development project will consist of an approximately 46-unit apartment building, the construction of 18 condominium/apartment units in the north half of the Hawks building and the creation of a new community park. The new apartments will be constructed on property previously offered for sale by the Goshen Redevelopment Commission. The development site also includes the north half of the Hawks building which is privately owned and will be acquired separately by the developer.

The developer plans to invest \$11 million on the construction of a modern architectural style building featuring high-quality rental apartments. Amenities include covered parking spaces for residents located under the apartment building, a common terrace shared by residents and private balconies for individual apartments.

An additional \$3.6 million would be invested in the complete redevelopment of the north half of the Hawks Building for the construction of condominiums. Plans also include the possibility of constructing a coffee shop and gallery space on the first floor of the Hawks building.

As an amenity to the two development projects, Insite is proposing to design and construct a small community park on the vacant lot north of the Hawks Building. The park would serve area residents including those at the Hawks and River Art and will feature landscaping, a walkways, benches, lighting and public art produced by local artists. The developer would donate the completed park to the City.

PROJECT UPDATE

A development agreement was executed on March 26, 2018 and closing was held on April 17, 2018 for the north half of the Hawks building. Work on the Hawks Building has begun and they will be going through the Tech Review process for the apartment building in 2020.

PROJECT: MAIN STREET IMPROVEMENTS

PROJECT DESCRIPTION

Main Street from Pike south to Madison includes a number of aesthetic and functional improvements. Features included in the project are:

1. Asphalt pavement improvements
2. Striping for angle parking and bump-outs
3. Delineators at the bump-out locations
4. Curb ramp replacements and sidewalks as funding allows
5. Mid-block crossings at two locations.

The River Race Capital Plan includes \$500,000 for construction in 2019. For the US 33 and SR 15 transfer, INDOT will be providing the City with \$400,000 which will go towards this project.

PROJECT UPDATE

Niblock has completed the concrete items for the project soon. The road will be repaved and striped in the spring of 2020.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging in size from 2,500 to 3,000 square feet. All homes would feature private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

At the December Redevelopment meeting, the Commission authorized staff to negotiate a development agreement with Insite Development.

PROJECT UPDATE

The developer will be working with City staff over the next several months to modify the subdivision for this area. A pre-development meeting was held in mid-December. It is anticipated that the project will begin next spring.

PROJECT: RIVER RACE DRIVE IMPROVEMENTS

PROJECT DESCRIPTION

The 2019 phase of the River Race drive project includes the construction of a public parking lot at Third and Jefferson. The new lot will be constructed using brick pavers to manage stormwater on-site. There will be approximately 50 spaces that will provide parking for the new Hawks North and River Art projects. It will also provide public parking for other developments in the immediate area.

PROJECT UPDATE

The first phase of this project is complete. The second phase of the project will be bid in early spring.

PROJECT: US 33 AND FAIRFIELD IMPROVEMENTS

PROJECT DESCRIPTION

This federally funded project consists of adding a pedestrian crossing on US 33 near Fairfield Ave. and added turn lanes on US 33 at Fairfield and US 33 at Plymouth. The project is expected to be under construction in 2023.

PROJECT UPDATE

The City has selected A&Z Engineering to design the project and INDOT has approved the selection. The City is currently in contract negotiations with the chosen firm.

PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2025.

PROJECT UPDATE

The City has selected American Structurepoint to design the project and INDOT has approved the selection. The City is currently in contract negotiations with the chosen firm.

PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40

PROJECT DESCRIPTION

The next phase of the Waterford Mills Parkway project will be to extend the road to the west and connect to CR 40, east of the existing bridge. The City of Goshen and Elkhart County will be working together to design and build this project, with the County taking the lead role.

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a “no build” option. The County has hired the Lochmueller Group to conduct a traffic study, to further evaluate the options. The County has prepared an inter-local agreement, which will define the roles and responsibilities of both parties in the design and construction of this roadway. The interlocal agreement has been approved by the City Council and will be presented to the Redevelopment Commission in early 2020.

PROJECT: WINONA TRAIL EXTENSION PROJECT

PROJECT DESCRIPTION

The Winona Trail extension project will extend the trail south from where is currently ends at Waterford Elementary School and then cross the railroad at the existing pedestrian crossing at Bethany Christian Schools. After crossing the railroad, the trail will continue south and then east through Winchester Trails along a signed bike route. The trail will ultimately connect to Regent Street and the existing bike path that connects to Prairie View Elementary School.

PROJECT UPDATE

The Redevelopment Commission is requested to authorize the execution of an agreement with JPR to design the path, prepare bid documents and the legal descriptions for the required easements. The project is scheduled to go out to bid in the spring of 2020, with construction to be completed in the summer.