



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., February 28, 2022

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: Feb. 21, 2022

Approval of Agenda

- 1) Police Department: Retirement of Officer Gregory Stuart Smith
- 2) Police Department: Resignation of Probationary Officer Catherine Jo Shrock
- 3) Legal Department: Agreement with Abonmarche Consultants for GIS, IT on-call services
- 4) Legal Department: Award quote for ambulance & agreement with Medix Specialty Vehicles
- 5) Legal Department: Agreement with American Structurepoint for a City housing study
- 6) Building Department: Mechanical License request for Chris Charwood
- 7) Engineering Department: Agreement for completion of construction project: 639 River Race
- 8) Engineering Department; Revised Change Order No. 4 for WWTP (JN: 2019-0025A)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE FEBRUARY 21, 2022 REGULAR MEETING

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis and DeWayne Riouse

Absent: Mary Nichols and Barb Swartley

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2 p.m.

REVIEW/APPROVE MINUTES: Minutes of the Feb. 14, 2022 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board member Mike Landis. Motion passed 3-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the agenda. Board member Riouse moved to approve the agenda as submitted. Board member Landis seconded the motion. Motion passed 3-0.

1) Legal Department: Community Service Partnership Agreement with Warsaw Housing Authority
Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute an agreement with the Warsaw Housing Authority to provide funds for operational and programming support as outlined in its submitted application to the Community Service Partnership Program. Henderson said the City of Goshen has various community service organizations that provide services or programs to residents in a manner more efficient than what the City can provide. The City supports these organizations with funds from the Community Services Partnership Program. She said one such organization is the Warsaw Housing Authority (WHA) of Milford, which has requested \$23,000 (to supplement the \$35,000 received annually from the City of Warsaw and federal funds) to continue administering the U.S. Department of Housing and Urban Development-funded Housing Choice Voucher Program (Section 8) for the cities of Warsaw and Goshen. According to the applicant, the Housing Choice Voucher (HCV) Program is the foundation of affordable housing in the City of Goshen. Administrative revenue from Housing and Urban Development does not cover all operational costs, nor fund additional or capacity building programs that aim to benefit clients, participating landlords and the communities served. The proposed request for funding includes the continuation of a pilot program that began during the pandemic in an effort to increase and improve access to affordable housing. Each month, the WHA offers a 3-hour class to new voucher holders. The class covers topics such as budgeting, Landlord/Tenant Law, how to seek housing as well as information about other community resources that the voucher holder may be eligible for. Each participant receives a notebook with information and resources. Participants who "lease-up" receive financial assistance toward their rental deposit paid directly to the landlord. This assistance creates the incentive for new voucher holders to find housing and for landlords to participate. The proposal also includes a WHA staff person to have Goshen office hours approximately 3 times/month. This staff person would accept applications as well as schedule appointments for annual re-certifications for existing voucher holders.



This program seeks to make affordable housing more accessible for Goshen residents, with desired outcomes such as an increased number of applications to the program and a more efficient recertification process. WHA reported staff members are noticing a growing trend of applicants that meet the definition of homeless, and an initiative such as this aims to reduce some of the barriers people are facing to access affordable housing.

During the first year of the program, WHA reported that approximately 63% of those invited completed the class. Of that total, approximately 63% leased up and were provided deposit assistance. Goals for 2022 are to maintain or exceed these percentages. In addition, WHA seeks to maintain positive feedback from both participants and landlords about the program and the WHA's efforts to improve access to their services. In the first year of the program, the majority of participants reported benefiting from the class and an intent to utilize information and resources shared. Similarly, landlords have made referrals to the class and have responded positively to the deposit assistance provided.

Providing on-site staff in Goshen would aim to remove barriers to transportation and improve the use of staff time by reducing the number of missed/rescheduled appointments due to this barrier often experienced by Goshen residents. WHA will measure success of the program by the number of families leasing up and new landlords due to deposit assistance.

The population that directly benefits from the services of the WHA includes low-income individuals and families. This can include, but is not limited to, those with disabilities, elderly and single-parent households with children. Both the Goshen and Warsaw communities benefit from the presence and operation of the WHA due to the availability of affordable housing options.

Mayor Stutsman said City staff has had extensive conversations with the Warsaw Housing Authority over the program. He said the services WHA provides would bring more resources to those utilizing the Housing Authority. WHA took over housing authority services for the City and will bring more services to Goshen.

Riouse/Landis moved to approve and authorize Mayor Stutsman to execute an agreement with the Warsaw Housing Authority to provide the requested funds for operational and programming support as outlined in its submitted application to the Community Service Partnership Program. Motion passed 3-0.

2) Request from Brian & Heidi McKee: Second driveway at 1301 Baker Avenue

Heidi McKee of 1301 Baker Avenue in Goshen asked the Board to approve the construction of a second driveway as part of her request to the City Board of Zoning Appeals for an apartment in her home. McKee said she and her husband, Brian, would like to add an efficiency apartment so they can care for Heidi's father, Lester Chupp. In her written request, she indicated that after Chupp passes away, they would convert the apartment into a rental or an Airbnb. They plan to apply for a developmental variance with the Board of Zoning Appeal for the apartment. They are seeking approval to build a second concrete driveway off Winter Avenue in the City right-of-way. It would be 10 feet wide, with two feet-wide flares for a total of 14 feet wide, in the right-of-way with no parking in the right-of-way.

City of Goshen Civil Traffic Engineer Josh Corwin told the Board that additional driveways on residential lots of this size are not permitted by City policy. He said the location of the second driveway is on the same street as the original access. The original access measures approximately 33 feet in width, which is greater than the maximum 24 feet width permitted by City policy for new driveways. Corwin said the proposed driveway will not provide for two parking spaces per dwelling as required by the zoning ordinance. Because of the conflict with City policies and ordinances, Corwin said staff cannot permit the new access without review and approval by the Board of Works.



City Assistant Planning & Zoning Administrator: Rossa Deegan told the Board said the application was also reviewed by the Planning and Zoning Department. He said to be approved, the apartment would require that the Board of Zoning Appeals approve developmental variances for the apartment and setbacks as well as require an additional parking space. He said staff does not foresee any issues with the apartment request.

Mayor Stutsman said he believed that in the past when a matter has come before the Board that also needed Board of Zoning Appeals (BZA) approval, the Board has granted the request contingent on BZA approval. **Board member Landis** said he didn't recall a similar request for a driveway in the right-of-way coming before the Board. He said the only issues have been a driveway surface or signage in the right-of-way. Landis said there are other similar developments in the neighborhoods, including some with second driveways. Landis said his only question was if the current driveway already can accommodate three parking spaces. **Deegan** said the applicant is seeking approval for three spaces where four are required and that the BZA will determine whether an apartment should be allowed.

Landis said the key issue for the Board of Zoning Appeals will be whether to allow separate units on a small lot.

Mayor Stutsman said it didn't appear a second driveway would adversely affect the neighborhood. He asked about the current parking at the home. **Heidi McKee** said the driveway can accommodate three cars and the garage has two parking spaces. She said he father has two vehicles and she expects her daughter will also have a vehicle later this year. So, McKee said it would be preferable for her father to be able to park a vehicle in the new driveway.

Landis said from a planning perspective, those three spaces don't count, which is why the Board had the second driveway request. **Mayor Stutsman** said that when possible, the City should try to make accessory apartments work. **Landis/Riouse** moved that, contingent on the approval of an efficiency apartment by the city Board of Zoning Appeals, the Board approve the construction of a second concrete 10-foot driveway with an entrance off Winter Avenue at 1301 Baker Avenue. Motion passed 3-0.

3) Engineering Department: Request for closure of First Street, March 9-25

City of Goshen Civil Traffic Engineer Josh Corwin asked the Board to approve the closure of First Street, between Pike Street and Wilkinson Street, during normal working hours on two weekdays sometime between March 9 and 25. Corwin said NIPSCO requested the closure of First Street, along with the adjacent sidewalk, to complete boring for a new gas service line. A map depicting the closure and detour was included in the agenda packet.

Riouse/Landis moved to approve the closure of First Street, between Pike Street and Wilkinson Street, during normal working hours on two weekdays sometime between March 9 and March 25 to complete boring for a new gas service line. Motion passed 3-0.

4) Stormwater Department: Agreement for completion of construction, 1824 Lighthouse Lane

Goshen Director of Public Works & Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute an Agreement with The Crossing Development LLC and Lehman Development Inc. for the Completion of the Construction Project at 1824 Lighthouse Lane. Sailor said the home at 1824 Lighthouse Lane has passed its final building inspection and the project is substantially complete except for sidewalk installation, seeding and stabilization, and landscaping requirements, which cannot be completed at this time due to weather conditions. The Stormwater Department has submitted an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute.



The property owners, The Crossing Development LLC, and the builder, Lehman Development Inc., agree to complete all concrete work, plant the required tree, and stabilize the lawn with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is \$6,990 and a surety check for that amount has been remitted to the Clerk-Treasurer's office.

Riouse/Landis moved to approve and authorize the Mayor to execute an Agreement with The Crossing Development LLC and Lehman Development Inc. for the Completion of the Construction Project at 1824 Lighthouse Lane. Motion passed 3-0.

Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:19 p.m. There were no public comments, so Mayor Stutsman closed the public comment period at 2:19 p.m.

At 2:20 p.m. Mayor Stutsman called for consideration of the following agenda item:

5) Demolition Order and request to approve the submission of bids: 414 River Avenue (Ron Davidhizar)

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to affirm the Demolition Order dated August 22, 2019 and approve submission of a Request for Bids to demolish the house at 414 River Avenue in Goshen. Newcomer said the Board of Public Works ordered the demolition of the house at 414 River Avenue on June 25, 2019 and a Compliance Hearing was held on August 22, 2019. Newcomer said these orders are recorded with the Elkhart County Recorder as Instrument Number 2019-17463 and are attached to the agenda packet. Newcomer said that on Aug. 29, 2019, Ron Davidhizar, the property owner filed an Appeal of the Demolition Order in the Elkhart County Superior Court No. 2. On Jan. 14, 2022, Judge Stephen R. Bowers of the Elkhart County Superior Court #2 denied the appeal, which had the effect of allowing the Board of Works to enforce its order that the house at 414 River Avenue be demolished.

Newcomer said this matter was back before the Board to affirm the Aug. 22, 2019 demolition order and to allow the Building Department to proceed with a submission of a Request for Bids to demolish the house at 414 River Avenue.

Background: On June 25, 2019, Ron Davidhizar was served with an Order of the City of Goshen Board of Public Works and Safety requiring Davidhizar to demolish the structure at 414 River Avenue by Aug. 20, 2019. A hearing was held before the City of Goshen Board of Public Works and Safety on Aug. 19, 2019 to review compliance with the June 25, 2019 Order. The Aug. 19, 2019 review hearing also provided Davidhizar an opportunity to present to the Board of Public Works with a detailed plan for the repairs to the real estate at 414 River Avenue.

The City of Goshen Building Department appeared by Travis Eash, Code Compliance Officer. Davidhizar appeared in person at the Aug. 19, 2019 hearing. Evidence was presented and arguments were heard regarding compliance with the Board of Public Works Order of June 25, 2019 for the premises located at 414 River Avenue.

Davidhizar presented no preponed renovation plan. However, he indicated that repairs at the location commenced five (5) days prior to the hearing, which was confirmed by Travis Eash.

The Board found that only one (1) of the ten (10) violations contained in the June 25, 2019 order had been completed by the Aug. 19, 2019 hearing.



The Order of the Goshen Board of Public Works and Safety dated June 25, 2019, required the property at 414 River Avenue to be demolished by Aug. 20, 2019. That Order of June 25, 2019 was not modified by the Board of Public Works and remained in effect. The Order of the Board of Public Works was issued on Aug. 26, 2019.

After the August 2019 hearing, Davidhizar sought judicial review of the City of Goshen's administrative order, through its Board of Public Works (the "Board"), finding that one of his houses was unsafe and directing that the house be demolished pursuant to Indiana's Unsafe Building Law, codified at Ind. Code §§ 36-7-9-1 to -29.

Davidhizar made several arguments. First, he argued that the Court, when deciding whether the findings and order were appropriate, could not consider any, or at least most, of the materials that Goshen submitted as the Board Record. Second, he contended that even if the Court considered all or a portion of the Board Record, the Board Record did not contain sufficient evidence that the house was unsafe. Third, he argued that even if the Court considered the materials and concluded that the house was unsafe, demolition was not appropriate, and Davidhizar should have been given an opportunity to complete repairs.

Judge Stephen R. Bowers denied Davidhizar's Ind. Code § 36-7-9-8 appeal.

On Feb. 21, 2022, Mayor Stutsman noted that Ron Davidhizar was present and clarified with Carla Newcomer that today's agenda item wasn't a hearing, but only an affirmation of the Demolition Order and a request to approve the submission of a request for bids to demolish the home at 414 River Avenue. Mayor Stutsman invited Davidhizar to address the Board.

Davidhizar told the Board that he had new information to share. He said that many of the alleged deficiencies in the home cited by City inspectors had been remedied. He said the peeling paint had been scraped off and the surfaces patched and repainted. He said the home has been re-wired. He said the roof is fairly new; about five years old.

Davidhizar said with "great hesitation" he has agreed to sell the house if someone would like to buy it.

Davidhizar said that there has been substantial news coverage, including in the *Goshen News*, about the lack of housing in Goshen. He said he is "besieged" by potential tenants seeking places to live. So, he said it might be wise to save the home and not make the City's housing shortage worse than it has become.

Mayor Stutsman asked City Building Commissioner Myron Grise if he could confirm Davidhizar's statements about the improved condition of the home and any recent inspections. Grise said he hasn't been at the home in about four years. Grise said **City Code Enforcement Officer Travis Eash** could probably provide a more recent report. He noted that the court had denied Davidhizar's appeal. **Mayor Stutsman asked Eash to respond.**

Eash said he last visited the home in 2019. He said that after the August 2019 hearing, Davidhizar pulled some permits to make repairs in the home. Eash said the only work he can confirm was done, and which was inspected and approved, were electrical service repairs. Eash said no one from the City Building Department had been called to make any inspections at the home since 2019. Eash said that the home still had major foundation deficiencies. Eash also said no other major work at been done at the home.

Mayor Stutsman said that the Elkhart County Superior Court judge was aware of the home's condition when he rejected Davidhizar's appeal in January. The Mayor said the Board of Works & Safety determined in August 2019 that the home at 414 River Avenue was unsafe and needed to be demolished. He said issues remained and there had been no new inspections. Mayor Stutsman said he understood that Davidhizar wanted to save the property, but the home appeared to be past the point of saving and the Court sided with the City's demolition order.

Board member Riouse agreed with the Mayor and said it was time to move forward.



Board member Landis said that if this was Davidhizar's only home needing rehabilitation, there would be more of an argument for saving it. Landis said Davidhizar has other homes in a similar condition that have not yet reached the demolition stage. Landis said issuing the demolition order might make it easier for Davidhizar to focus on other homes. **Mayor Stutsman** said several neighbors contacted the City in the past year asking when the home would be taken down for safety reasons. **Riouse** said the City had been concerned about the home's condition since 2014. **Davidhizar** said the only reason some people thought the home was dangerous was because it was open. But he said the windows have now been replaced. Davidhizar said selling the home would free up his time to focus on other homes he owns and that funds received from the sale would help pay for those repairs. Davidhizar said he believes the home could be sold quickly. He said a potential buyer has the knowledge and equipment to repair the home. Davidhizar said it would be a wise move for the Board to allow him time to sell the home.

Davidhizar reiterated that the home is no longer standing open. He acknowledged that the foundation still needed repairs on both sides. He said he was surprised Eash had not noticed that the peeling paint had been repaired. Davidhizar also said the home still needs foundation repairs, kitchen cabinets and a furnace. With those repairs, Davidhizar said the home at 414 River Avenue would be a "pretty respectable small, four-bedroom house."

Mayor Stutsman told Davidhizar that the City has heard Davidhizar request additional time on many prior occasions, yet problems have persisted years later. **Davidhizar** said he hasn't previously offered to sell a home. Davidhizar noted that the Mayor was "angry" with him. The Mayor responded, "Not angry, frustrated. Frustrated is fair"

Mayor Stutsman said he favored allowing staff to seek bids to demolish the home. In the meantime, he said Board members could drive-by the home. He said it didn't appear the home's condition had substantially changed in the past few years. He said the home still needed a furnace, a kitchen and the foundation was failing.

Landis responded: "It's the same song and dance every time. This is the first time, in my knowledge, we've actually had the opportunity to follow up on action, because we've granted grace, we've given second chances. We've finally gone to the Court because all those second chances didn't work. And now we have a chance to say, 'We're serious.'"

Mayor Stutsman responded, "Yeah, I agree." He said that while awaiting bids, Board members can drive by and look at the home and perhaps consider a delay.

Carla Newcomer and **Travis Eash** said they would like to make sure the potential purchaser knows about the demolition order. **Mayor Stutsman** agreed. **Landis** suggested that perhaps Davidhizar should donate the home. Davidhizar didn't directly respond to the suggestion.

In response to a question from the **Mayor**, a representative of the City Legal Department said it would take about three weeks for the City to receive and process bids to demolish the home. **Mayor Stutsman** suggested that the Board move forward, but that in the meantime he would be willing to discuss a delay with a home purchaser.

Riouse/Landis moved to affirm the Demolition Order dated August 22, 2019 and approve submission of a Request for Bids to demolish the house at 414 River Avenue. Motion passed 3-0.

Afterward, **Mayor Stutsman** told Davidhizar that if the purchaser would like, he can call the Mayor's Office and set up a meeting in the next two or three weeks to discuss the home. Davidhizar said "OK."

As all matters before the Board of Public Works & Safety and Stormwater Board were concluded, Mayor Stutsman/Riouse moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 3-0. And the Mayor adjourned the meeting at 2:32 p.m.



APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: February 28th, 2022

From: Jose' Miller, Chief of Police

Reference: The Retirement of Officer Gregory Stuart Smith

I am requesting that the Board of Public Works and Safety approve the retirement of Officer Gregory Stuart Smith. Officer Smith has submitted his retirement letter requesting his retirement be effective March 3rd, 2022. Officer Smith started his career at the Goshen Police Department approximately thirty-seven (37) years ago. He was hired fulltime on January 2nd, 1987. Officer Smith has served this community as a fulltime officer for over thirty-five (35) years. I would like to thank Officer Smith for his service and commitment to this department and our community. I wish Officer Smith the absolute best in his retirement and any future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Miller", written in a cursive style.

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Date January 6, 2021

CHIEF JOSE MILLER

111E. JEFFERSON ST.
GOSHEN IN. 46528

Chief Miller:

Almost 37 years ago, I began my affiliation with the Goshen Police Department, as a Reserve Officer. On January 2, 1987, I began my career as a full time Officer. The years have flown by and there have been many triumphs and tragedies, happiness and pain. Everyday brought new and different challenges and experiences.

It has been an honor to work with, and for some of the best people and Officers the profession has to offer.

After 35 years of full time service, I am announcing my retirement. As of 3:30 p.m. on March 2, 2022, I will end my career in Law Enforcement.

It has been my honor and privilege to serve the people of The City of Goshen. I wish everyone my best.

Stay Safe

SINCERELY,
G. STUART SMITH
UNIT #87



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: February 28th, 2022

From: Jose' Miller, Chief of Police

Reference: The Resignation of Probationary Officer Catherine Shrock.

I am requesting that the Board of Public Works and Safety approve the resignation of Probationary Officer Catherine Jo Shrock effective today, February 28th, 2022. On February 13th, 2022 Officer Shrock submitted her letter of intent to resign from Goshen Police Department. Officer Shrock has demonstrated she is a compassionate and empathetic person who wants to serve. I would like to thank Officer Shrock for her service at the Goshen Police Department and wish her only the best in her future plans to continue in this profession.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

February 13, 2022

RE: Letter of resignation

Effective Date: February 28th, 2022

Chief Miller and Chief Turner,

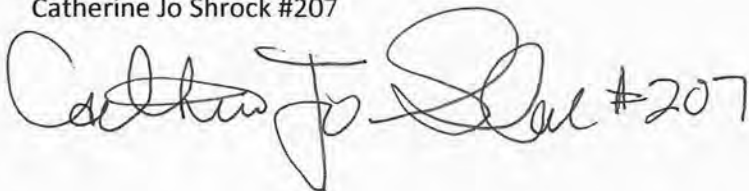
Based on our conversation in our meeting on February 7, 2022, I am formally submitting my letter of resignation from the Goshen Police Department.

It is with a very heavy heart that I must submit this letter. I want to express my thanks to you and the department for the time, energy and resources that were invested into me during my time with the department. I am so thankful for the opportunity you gave me to pursue my dream of being a law enforcement officer. I have learned so much about myself during this time and about the role of what being a true police officer is. I will always have a huge respect for you both and a respect for the Goshen Police Department. There will always be a special place in my heart for the Goshen Police Department.

I hope to pursue my dream in law enforcement after my time here. The reasons that I first pursued this dream still hold true today. The desire and passion to help and serve those in a community who cannot always help themselves is what pushes me to better myself in this career. To serve honorably and with integrity while serving and protecting those in a community is what drove me to apply as a police officer. In this ever-changing world of law enforcement, I see the desperate need for compassion and empathy as so many of the circumstances we are called to deal with are out of their control and will forever change their life. I cannot always understand what they are going through but sometimes just being there to listen or just showing up can be a comfort to them. I hope to keep that mindset with me always in continuing my career in law enforcement.

Sincerely,

Catherine Jo Shrock #207

A handwritten signature in black ink that reads "Catherine Jo Shrock #207". The signature is written in a cursive, flowing style.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

February 28, 2022

To: Board of Public Works and Safety

From: Brandy L. Henderson

Subject: Agreement with Abonmarche Consultants, Inc.
GIS and IT On-Call Services

Attached is an agreement with Abonmarche Consultants, Inc. for on-call digital engineering and information technology services. This agreement budgets for approximately 200 hours for these on-call services for the remaining 2022 calendar year. The cost for these services will be based on hours spent and expenses actually incurred but not to exceed fees of \$40,000.

Suggested Motion:

Move to approve, and authorize Mayor Stutsman to execute, the agreement with Abonmarche Consultants, Inc. for on-call digital engineering and information technology services that budgets for approximately 200 hours of these services for the remaining 2022 calendar year with a cost not to exceed \$40,000.

AGREEMENT

GIS and IT On-Call Services

THIS AGREEMENT is entered into on _____, 2022, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”), whose mailing address is 1009 South 9th Street, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Scope of Services.

Abonmarche shall provide City on-call digital engineering and information technology services, which services are more particularly described in Abonmarche’s January 26, 2022 proposal attached as Exhibit A.

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

The Scope of Services included under this agreement include:

- (A) Task #1: GIS\IT Assessment
- (B) Task #2: GIS\IT Recommendations Technical Memo
- (C) Task #3: CCTV Integration with GIS and IT
- (D) Task #4: Evaluation and recommendation of GIS workflow scenarios and QC processes
- (E) Task #5: Evaluation and recommendation of GIS Database maintenance tasks
- (F) Task #6: Other tasks as directed by the City

Tasks will be directed by the City as budget permits. The budget includes approximately 200 hours for these on-call services.

Section 2. Effective Date; Term.

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

- (C) The GIS and IT services will be preformed for the 2022 calendar year. City retains the option to extend these services with written authorization.
- (D) The agreement may be renewed under the same terms and conditions by written amendment of both parties. Either party may provide the other party notice in writing at least thirty (30) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.

Section 3. Compensation.

City will compensate Abonmarche for services performed in accordance with the scope of services of this agreement noted above and will be based on hours spent and expenses actually incurred, but in no event will the total compensation exceed the sum of Forty Thousand Dollars (\$40,000) for performing all Duties.

Section 4. Payment.

- (A) City shall pay Abonmarche services satisfactorily completed under this agreement as services progress based on the amounts set forth in Section 3.
- (B) Payment for services rendered shall be upon City's receipt of a detailed invoice from Abonmarche. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Kent Holdren
308 N. 5th Street
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Abonmarche is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents.

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

Section 6. Independent Contractor.

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property

arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 7. Non-Discrimination.

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

Section 8. Employment Eligibility Verification.

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 9. Contracting with Relatives.

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

Section 10. Indemnification.

Contractor shall indemnify and hold harmless the City of Goshen and City's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of the

Contractor, its officers and employees and others for whom Contractor is legally liable in the performance of services under this agreement. Such indemnity shall be limited by the amount of insurance coverage required under this agreement.

Section 11. Insurance.

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$2,000,000 each occurrence and aggregate
 - (5) Excess/Umbrella Liability - \$8,000,000 each occurrence and aggregate

Section 12. Force Majeure.

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 13. Default.

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

Section 14. Termination.

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 15. Notice.

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses,

or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

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

and

Abonmarche Consultants, Inc.
Attention: Jeffrey M. Weaver, GISP
Director of Digital Solutions
315 West Jefferson Boulevard
South Bend, IN 46601

Section 16. Subcontracting or Assignment.

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

Section 17. Amendments.

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

Section 18. Waiver of Rights.

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

Section 19. Applicable Laws.

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

Section 20. Miscellaneous.

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of these agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 21. Severability.

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

Section 22. Binding Effect.

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

Section 23. Entire Agreement.

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

Section 24. Authority to Execute.

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

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

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

Abonmarche Consultants, Inc.

Jeremy P. Stutsman, Mayor

Bradley E. Mosness, PE
Vice President

Date: _____

Date: _____

January 26, 2022

Mr. Dustin K. Sailor, PE, SIT, CPESC
Director of Public Works
City of Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

RE: PROPOSAL FOR PROFESSIONAL SERVICES
GIS and IT On-Call Services

Dear Mr. Sailor,

Attached for your review and approval is our proposal to provide on-call digital engineering and information technology services for the City of Goshen. These services may include, but are not limited to, support to develop a Lead and Copper Service Line data inventory, a GIS based asset management and construction management GIS based program to aid in the replacement of lead service lines with the Goshen community, and an assessment of the current GIS, Database, and IT infrastructure and architecture and a detailed report identifying recommendations to help Goshen meet their GIS and IT needs.

As part of the local community, our staff live, work and play in Goshen. We are proud to support numerous local community organizations in addition to the City. We have enjoyed a long and successful relationship with Goshen and are excited about the opportunity to continue this relationship by serving your GIS and IT needs. If you have any questions regarding this proposal or our qualifications, please don't hesitate to contact me at your convenience.

Thank you for this opportunity and we look forward to working with the City on this project. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

AbonmarCHE Consultants, Inc.



Bradley E. Mosness, PE
Vice President



Jeffrey M. Weaver, GISP
Director of Digital Solutions

PROJECT DESCRIPTION

The purpose of this PROJECT is to provide as-needed, on-call services for the Geographic Information System (GIS) and supporting IT systems. These services may include but not be limited to project management, application development, database support, scripting and automation, and staff training as it relates to GIS and IT systems. Work will proceed only upon issuance of a written Notice to Proceed from the City on a specific task.

SCOPE OF WORK

On-Call Assistance of GIS Tasks

Project Managers/Engineers/GIS Consultants. Abonmarche will provide Jeff Weaver for GIS and IT services. Additional Abonmarche staff will be provided as needed to assist in providing services under this contract.

Location of Services. Abonmarche will provide project services in Goshen, working out of the City's offices and Abonmarche's Goshen office as required, or remotely working out of Abonmarche's South Bend, Indiana office and conducting online meetings and support when needed and to help reduce costs to the City.

GIS and IT Duties. Abonmarche may perform the following tasks per direction by the City:

- GIS\IT Assessment
- GIS\IT Recommendations Technical Memo
- CCTV Integration with GIS and IT
- Evaluation and recommendation of GIS workflow scenarios and QC processes
- Evaluation and recommendation of GIS Database maintenance tasks
- Other tasks as directed by the City

Tasks will be directed by the City as budget permits. The budget includes approximately 200 hours for these on-call services.

Assumptions

- The City will provide Abonmarche access to all necessary servers and software
- Meetings will be either on-site or online, depending on City's preference. If meetings are onsite, the City will provide meeting facilities
- Access to mobile hardware may be required
- The City will organize and facilitate onsite meetings

ANTICIPATED SCHEDULE

The GIS and IT services will be performed for the 2022 calendar year. The Client retains the option to extend these services with written authorization. The Client may terminate engineering services upon 30 days written notice to Abonmarche.



OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by Client and negotiated fees, Abonmarche can provide the following additional services:

- Technical services requiring expertise not normally provided by ENGINEER.
- Other tasks related to this project.

COMPENSATION

Compensation for services performed in accordance with the Scope of Basic Engineering Services of this Agreement will be based on hours spent and expenses actually incurred with a not-to-exceed engineering fee of \$40,000, without written additional authorization.





CITY OF GOSHEN LEGAL DEPARTMENT

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

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

February 25, 2022

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Award Quote for Ambulance with 4x2 Chassis and Agreement with Medix Specialty Vehicles, LLC

The City solicited sealed quotes for the purchase of Ambulance with 4x2 Chassis in accordance with Indiana Code § 5-22-8-3.

Below is a summary of the quotes submitted:

- | | |
|---|---------------------|
| 1. Medix Specialty Vehicles, LLC | \$251,146.00 |
| Change wood interior cabinets to all-aluminum interior(see attached e-mail) | <u>\$27,250.00</u> |
| | \$278,396.00 |
| 2. Horton Emergency Vehicles | \$297,516.00 |
| 3. Cross Roads Ambulance Sales and Service, LLC | \$302,063.00 |

Suggested motions:

Move to award the quote for the purchase of Ambulance with 4x2 Chassis to Medix Specialty Vehicles, LLC, as the lowest responsible and responsive quoter.

Move to approve and execute the Agreement with Medix Specialty Vehicles, LLC, for the purchase of Ambulance with 4x2 Chassis.

PURCHASE AGREEMENT
Purchase of Ambulance with 4x2 Chassis

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2022, which is the last signature date set forth below, by and between **Medix Specialty Vehicles, LLC** (“Supplier”), whose mailing address is 3008 Mobile Drive, Elkhart, IN 46514 and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Effective Date

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

Section 2. Purchase

Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Ambulance with 4x2 Chassis” attached as Attachment A.

In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Section 3. Delivery

Supplier agrees to deliver all supplies by January 31, 2024.

The Supplies shall be delivered FOB Destination to the following address:

City of Goshen Central Garage
320 Steury Avenue
Goshen, IN 46528

All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.

Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

Section 4. Purchase Price; Payment

City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal the sum of Two Hundred Seventy-Eight Thousand Three Hundred Ninety-Six Dollars (\$278,396.00).

City shall pay Supplier after delivery and final acceptance of the Supplies, and upon receipt of a detailed invoice from Supplier. Any payment made by the City before final acceptance of the Supplies shall not affect the obligation of Supplier to repair or replace any defective parts or equipment.

The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen Fire Department, Central Station
209 North 3rd Street
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Inspection

Supplier shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City's sole option and discretion:

- (1) require Supplier, at Supplier's sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or
- (2) reject the non-conforming Supplies and require Supplier, at Supplier's sole cost, to complete the order by delivering conforming Supplies.

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

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

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

- (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
- (2) terminate the Agreement for default.

If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.

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

Section 6. Workmanship and Quality; Warranty

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of one year from date of acceptance. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City’s option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials (detailed Supplier Warranties attached as Exhibit A).

Section 7. Performance Bond

The successful bidder shall furnish the City a performance bond in an amount equal to one hundred percent (100%) of the contract price within fourteen (14) calendar days after award of the contract.

The performance bond shall be conditioned on the faithful performance/delivery of the purchase in accordance with the Specification Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of this contract. The performance bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding the contract shall not in any way affect or operate to release or discharge the surety.

The surety of the performance bond shall not be released no sooner than thirty (30) days after the date of the City of Goshen’s final settlement with the Supplier and delivery of the supplies.

Section 8. Independent Contractor

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

Supplier shall enroll in and verify the work eligibility status of all Supplier’s newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Supplier is not required to

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

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

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

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

Section 11. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Supplier is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Supplier certifies that Supplier has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Agreement.

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

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

- (3) Workers Compensation and Employer's Liability - Statutory Limits
- (4) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (6) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 15. Force Majeure

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

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

Section 16. Default

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

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

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

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.

- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

Section 17. Termination

The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.

City may terminate this Agreement, in whole or in part, in the event of default by Supplier.

The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section 18. Notice

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

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

Supplier: Medix Specialty Vehicles, LLC
3008 Mobile Drive
Elkhart, IN 46514

Section 19. Subcontracting or Assignment

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

In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Supplier agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the work. Failure to do so may be deemed a material breach of agreement.

Section 23. Miscellaneous

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Bind Supplier

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

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

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

Medix Specialty Vehicles, LLC

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____



PAINT WARRANTY

Warranty:

MEDIX Specialty Vehicles, LLC (Warrantor) warrants to the original retail purchaser for a period of forty-eight (48) months from the date of delivery, whichever comes first, that this product shall be free of substantial defects in materials and workmanship, which are attributable to the Warrantor and arise during the course of normal use and service.

Warranty Performance:

Warrantor will remedy substantial defects by repair or replacement of defective parts, free of charge to the owner. Owner shall bear the expenses arising out of and relating to transporting the product to appropriate warranty service center.

Items Excluded:

- Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing, or aggressive mechanical wash systems.
- Paint deterioration caused by abuse, accidents, acid rain, chemical fall out or act of nature.
- Scratches, chips, bruises and gloss reduction due to normal vehicle use and maintenance.
- Custom finishes, exotic finishes or any finish other than standard refinish products.

Warranty Termination:

- Sale of product by original owner.
- The expiration of the warranty period(s) set out herein.
- Misuse or neglect of the product, failure to provide reasonable and necessary maintenance.

Warrantor's Rights:

MEDIX Specialty Vehicles, LLC reserves the unrestricted right from time to time to make changes in design of its products without thereby imposing any obligations on itself to make corresponding changes on its products theretofore manufactured.

Claim Procedures:

All warranty service is to be performed at Warrantor's factory or an authorized service center. The Warrantor must authorize all warranty service in writing. Information required to start procedure is as follows: Owner's name, addresses and phone number; Name of dealer; Vehicle Identification Number; product model and serial number; date of purchase; mileage, and a short description of the problem. This information may be mailed, faxed, or e-mailed to the Warrantor.

Damage Recovery Limitations:

No persons shall be entitled to recover from Warrantor for any consequential or incidental damages arising out of or relating to any defect in the product.

Warranty Limitations:

All implied warranties of merchantability or fitness for a particular purchase are limited in duration to the warranty period of one (1) year from date of purchase.

There are no warranties of any nature made by the Warrantor beyond the contents of this limited warranty. No persons have the authority to enlarge, amend or modify this warranty.

Legal Rights:

This warranty gives those legal rights specifically enumerated herein. You may have other legal rights which vary from state to state.

MEDIX Specialty Vehicles, LLC
3008 Mobile Drive Elkhart, IN 46514 USA
Voice (574) 266-0911 • Fax (574) 266-6669 Rev 6-2018



MODULAR BODY STRUCTURAL WARRANTY

Warranty:

MEDIX Specialty Vehicles, LLC (Warrantor) warrants to the original purchaser for a period of one hundred and eighty (180) months from the date of delivery that this product shall be free of substantial defects in materials and workmanship, which are attributable to the Warrantor and arise during the course of normal use and service.

Warranty Performance:

Warrantor will remedy substantial defects by repair or replacement of defective parts, free of charge to the owner. Owner shall bear the expenses arising out of and relating to transporting the product to appropriate warranty service center.

Items Excluded:

- Paint, which is covered under separate warranty.
- Accessories or parts not manufactured by Warrantor, which items include (but not limited to): chassis and its related component parts, sealants, hardware and related component parts, doors and related component parts, molding, windows and similar equipment. These items are covered by warranties supplied by the manufacturer of these components.
- General tightening of fasteners on added components; lubrication of latches and catches.
- Products that have been altered or modified by any party other than Warrantor.
- Remounted Medix body performed by any agency or facility not authorized by Medix Specialty Vehicles, LLC to remount any Medix product.
- Damage caused by normal wear, misuse, neglect, negligence or accident.

Warranty Termination:

- Sales of product by original owner.
- The expiration of the warranty period(s) set out herein.
- Misuse or neglect of the product, failure to provide reasonable and necessary maintenance.

Warrantor's Rights:

MEDIX Specialty Vehicles, LLC reserves the unrestricted right from time to time to make changes in design of its products without thereby imposing any obligations on itself to make corresponding changes on its products theretofore manufactured.

Claim Procedures:

All warranty service is to be performed at Warrantor's factory, or an authorized warranty service center. The Warrantor must authorize all warranty service in writing. Information required to start procedure is as follows: Owner's Name, addresses and phone numbers; Name of dealer; Vehicle Identification Number; product model and serial number; date of purchase; mileage, and a short description of the problem. This information may be mailed, faxed, or e-mailed to the Warrantor.

Damage Recovery Limitations:

No persons shall be entitled to recover from Warrantor for any consequential or incidental damages arising out of or relating to any defect in the product.

Warranty Limitations:

All implied warranties of merchantability or fitness for a particular purchase are limited in duration to the warranty period of one (1) year from the date of purchase.

There are no warranties of any nature made by the Warrantor beyond the contents of this limited warranty. No persons have the authority to enlarge, amend, or modify this warranty.

Legal Rights:

This warranty gives those legal rights specifically enumerated herein. Your may have other rights which vary from state to state.

MEDIX Specialty Vehicles, LLC
3008 Mobile Drive Elkhart, IN 46514 USA
Voice (574) 266-0911 • Fax (574) 266-6669 Rev 6-2018



ELECTRICAL SYSTEM WARRANTY

Warranty:

MEDIX Specialty Vehicles, LLC (Warrantor) warrants to the original retail purchaser for a period of seventy-two (72) months or 72,000 miles, whichever comes first, from the date of delivery that this product shall be free of substantial defects in materials and workmanship, which are attributable to the Warrantor and arise during the course of normal use and service.

Warranty Performance:

Warrantor will remedy substantial defects by repair or replacement of defective parts, free of charge to the owner. Owner shall bear the expenses arising out of and related to transporting the product to appropriate warranty service center.

Items Excluded:

- Accessories or parts not manufactured by Warrantor, which items include (but not limited to): chassis and its electrical system, inverters, sirens, light bars, light bulbs, battery chargers, radios, and batteries. These items are covered by warranties supplied by the manufacturer of those components.
- Products that have been altered or modified by any party other than Warrantor.
- Damage caused by normal wear, misuse, neglect, negligence or accident.

Warranty Termination:

- Sale of product by original owner.
- The expiration of the warranty period(s) set out herein.
- Misuse or neglect of the product, failure to provide reasonable and necessary maintenance.

Warrantor's Rights:

MEDIX Specialty Vehicles, LLC reserves the unrestricted right from time to time to make changes in design of its products without thereby imposing any obligations on itself to make corresponding changes on its products theretofore manufactured.

Claim Procedures:

All warranty service is to be performed at Warrantor's factory, or an authorized service center. The Warrantor must authorize all warranty service in writing. Information required to start procedure is as follows: Owner's name, addresses and phone number; Name of dealer; Vehicle Identification Number; product model and serial number; date of purchase; mileage, and short description of the problem. This information may be mailed, faxed, or e-mailed to the Warrantor.

Damage Recovery Limitations:

No persons shall be entitled to recover from Warrantor for any consequential or incidental damages arising out of or relating to any defect in the product.

Warranty Limitations:

All implied warranties of merchantability or fitness for a particular purchase are limited in duration to the warranty period of one (1) year from the date of purchase.

There are no warranties of any nature made by the Warrantor beyond the contents of this limited warranty. No persons have the authority to enlarge, amend, or modify this warranty.

Legal Rights:

This warranty gives those legal rights specifically enumerated herein. You may have other legal rights which vary from state to state.

MEDIX Specialty Vehicles, LLC
3008 Mobile Drive Elkhart, IN 46514 USA
Voice (574) 266-0911 • Fax (574) 266-6669

Rev 6-2018



LIMITED AMBULANCE WARRANTY

Warranty:

MEDIX Specialty Vehicles, LLC (Warrantor) warrants to the original retail purchaser for a period of 36 (36) months or 36,000 miles from the date of delivery, whichever comes first, that this product shall be free of substantial defects in materials and workmanship, which are attributable to the Warrantor and arise during the course of normal use and service.

Warranty Performance:

Warrantor will remedy substantial defects by repair or replacement of defective parts, free of charge to the owner. Owner shall bear the expenses arising out of and relating to transporting the product to appropriate warranty service center.

Items Excluded:

- Damage to soft trim and appearance items if such damage is due to normal use, wear and tear, or exposure to elements.
- Accessories or parts not manufactured by Warrantor, which items include (but not limited to): chassis and its related components parts, tires, tire balancing or wheel alignment, inverters, sirens, light bars, light bulbs, battery chargers, heat/cool units, radios, and batteries. These items are covered by warranties supplied by the manufacturer of those components.
- Products that have been altered or modified by any party other than Warrantor.
- Damage caused by normal wear, misuse, neglect, negligence or accident.

Warranty Termination:

- Sale of product by original owner.
- The expiration of the warranty period(s) set out herein.
- Misuse or neglect of the product; failure to provide reasonable and necessary maintenance.

Warrantors Rights

MEDIX Specialty Vehicles, LLC reserves the unrestricted right from time to time to make changes in design of its products without thereby imposing any obligations on itself to make corresponding changes on its products theretofore manufactured.

Claim Procedures:

All warranty service is to be performed at Warrantor's factory, or an authorized warranty service center. The Warrantor must authorize all warranty service in writing. Information required to start procedure is as follows: Owner's name, addresses and phone number; Name of dealer; Vehicle Identification Number; product model and serial number; date of purchase; mileage, and a short description of the problem. This information may be mailed, faxed, or e-mailed to the Warrantor.

Damage Recovery Limitations:

No Persons shall be entitled to recover from Warrantor for any consequential or incidental damages arising out of or relating to any defect in the product.

Warranty Limitations:

All implied warranties of merchantability or fitness for a particular purchase are limited in duration to the warranty period of one (1) year from date of purchase.

There are no warranties of any nature made by the Warrantor beyond the contents of this limited warranty. No persons have the authority to enlarge, amend or modify this warranty.

Legal Rights:

This warranty gives those legal rights specifically enumerated herein. You may have other legal rights which vary from state to state.

MEDIX Specialty Vehicles, LLC
3008 Mobile Drive Elkhart, IN 46514 USA
Voice (574) 266-0911 • Fax (574) 266-6669

Rev 6-2018



Bruce Nethercutt, Assistant Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 N. 3rd Street – Goshen, IN 46526-7620

Phone (574)533-5903 – Fax (574)533-7263
brucenethercutt@goshencity.com – www.goshenindiana.org

To the Board of Works and Public Safety,

Since receiving the ambulance bids our truck committee has reviewed and discussed the bids. Questions arose concerning the "Medix Specialty Vehicles" bid. The committee met with a Medix representative to ask questions. After our discussion with the Medix representative, we feel that the Medix bid is the lowest and most responsive bid to our advertised ambulance specification.

Thank you for your consideration.

Sincerely,
Bruce Nethercutt



Carl Gaines, Manager
FLEET SERVICES, CITY OF GOSHEN
320 Steury Avenue ♦ Goshen, IN 46528-3005

Phone (574) 534-3703
carlgaines@goshencity.com ♦ goshenindiana.org

02/18/2022

To: Legal Department

Subject: 2022 Medic Bids

After reviewing the medic bid the city of Goshen received the Goshen fire department and I reviewed them and spoke with the different vendors that submitted bids.

We determined that Medix was responsible in the proposal that they submitted so there for they are the lowest most responsible bid.

In the bid we specs we stated that wooden cabinetry was acceptable to deter the cost of the unit. Medix offers an upgrade to aluminum cabinetry that would still make Medix bid lower than the next highest bid.

I have attached a copy of the email from Wade Robinson of Medix corporation with the upgraded costs.

Carl Gaines

Gaines, Carl

From: Wade Robinson <wade@medixambulance.com>
Sent: Friday, February 18, 2022 11:37 AM
To: Gaines, Carl
Cc: Nethercutt, Bruce
Subject: Aluminum Cabinetry

Good Morning Carl;

Further to our conversation, the option cost associated with replacing the standard wood cabinets with an all-aluminum interior is \$27,250. Changing the interior cabinetry does not affect the projected delivery times of the completed vehicle.

If you need anything else, do not hesitate to give me a call.

Thanks,

Wade

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

February 25, 2022

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with American Structurepoint for the City of Goshen Housing Study

Attached for the Board's approval and execution is an agreement with American Structurepoint for a Housing Study. American Structurepoint will be paid \$30,223.00 for the housing study.

Suggested Motion:

Approve and execute the agreement with American Structurepoint for the City of Goshen Housing Study.

AGREEMENT

City of Goshen Housing Study

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **American Structurepoint, Inc.** ("Contractor"), whose mailing address is 9025 River Road, Suite 200, Indianapolis, Indiana and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

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

Section 1. Contractor Duties

Contractor shall provide City the services for a City Housing Study, which services are more particularly described in Contractor's proposal attached as Exhibit A (hereinafter referred to as "Duties").

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

Contractor's Duties under this agreement include:

- (A) Background and Market Research
 - 1. Project Requirements.
 - 2. Market Analysis
 - a. Demand
 - b. Supply
 - c. Gap Analysis
 - 3. Past Plans
 - 4. Site and Situation
- (B) Site Plan Creation
 - 1. Development Objectives
 - 2. Alternatives Development
 - 3. Final Alternative
- (C) Development Narrative
 - 1. Development Goals Statement
 - 2. Status Update with Governing Bodies

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.

Section 3. **Compensation**

- (A) City agrees to compensate Contractor the lump sum of \$30,223.00 for performing all Duties.

	ASI			Labor Cost		Total Cost	
	Hours per Staff Category			Direct	Loaded		
	Director	PM	Planner/LA				
	Hourly rates	\$ 70.00	\$ 45.00	\$ 25.00			
PHASE 0- PROJECT KICK-OFF		4	8	12	\$ 940	\$ 3,290	\$ 3,290
A Project Kick-off Meeting		4	8	12	\$ 940	\$ 3,290	\$ 3,290
PHASE 1: BACKGROUND AND SITE RESEARCH		2	20	60	\$ 2,540	\$ 8,890	\$ 8,890
B Market Analysis		2	5	20	\$ 865	\$ 3,028	\$ 3,028
C Past Plans			5	20	\$ 725	\$ 2,538	\$ 2,538
D Site and Situation			10	20	\$ 950	\$ 3,325	\$ 3,325
PHASE 2: SITE PLAN CREATION		7	28	60	\$ 3,250	\$ 11,375	\$ 11,375
A Development Objectives		3	8	12	\$ 870	\$ 3,045	\$ 3,045
B Alternatives Development		2	10	24	\$ 1,190	\$ 4,165	\$ 4,165
C Final Alternative		2	10	24	\$ 1,190	\$ 4,165	\$ 4,165
PHASE 3: DEVELOPMENT NARRATIVE		4	20	29	\$ 1,905	\$ 6,668	\$ 6,668
A Development Goals Statement		2	10	24	\$ 1,190	\$ 4,165	\$ 4,165
B Status Update with Governing Bodies		2	10	5	\$ 715	\$ 2,503	\$ 2,503
TOTAL		17	76	161	\$ 8,635	\$ 30,223	\$ 30,223

Section 4. **Payment**

- (A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.
 City of Goshen
 c/o Mayor's Office
 202 South 5th Street
 Goshen, IN 46528
- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. **Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's

employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien

and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

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

Section 15. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 16. Notice

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

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

Contractor: American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Contractor

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

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

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

American Structurepoint, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

Exhibit A

Scope of Work

The objectives of this project are to evaluate market feasibility for one or more types of development types and outline possible development scenarios for a ~200-acre property near the City of Goshen's southern boundary. The study will examine the carrying capacity of this property and the potential amount of property tax revenue generated to assist with funding public infrastructure over a sufficiently long (i.e., 10-year) period. Because market data fluctuates, the project will focus on capture rates, or the ratio of (proposed) new units to the existing surplus (unmet) demand. Generally, a cutoff of 20 percent or less will be used for a reasonable capture rate. The study will also examine historic and existing annual absorption rates for the new units based on existing local data and nearby comparable communities.

Phase I – Background and Market Research

A. Project Requirements

At the start of the project, the consultant team will meet with client representatives to clarify key elements of the study. Of particular relevance will be the further definition of the desired product types that are of interest to the client, market areas containing competitive properties, and possible target markets that are already known to the client. These characteristics will be used in the subsequent data development and analysis sections. The time period of interest, usually about 10 years (a suitable time to financially recoup a financial investment) will be discussed and clarified. Any relevant data on the project or the market area already in the client's possession will be transmitted to the consultant team.

B. Market Analysis

A realistic site plan depends on understanding local market conditions, including the types of housing that are being demanded, and the ability of the market to absorb any new supply without disruptions.

Demand

This task quantifies the number of new and existing units that could be tenants or owners of new housing or retail enterprises in the market area. A significant element is estimating the "movership" rate or proportion of the existing residential market that may change residences within the time period in question. Movership rates are generally derived using data from the U.S. Census Bureau, along with income, tenure, commuting patterns, and other characteristics.

Based on the project requirements, a number of target markets will be derived. These markets may be classified using standard income criteria, or alternately by lifestyle clusters available through ASI's subscription to ESRI's Community Analysis Online. Whatever the source, the projected demand will be based on the movership rate for existing households and net household growth.

Another potential source of housing demand is the number of net commuters coming into the jurisdiction; presumably, these commuters have a motivation to shorten their commute time by procuring housing within their community of employment. The converse can also hold; that if net out-commuting is the status quo, then existing residents may have a motivation to move out of the community. Based on Census commuting data and other available local and state sources, the size of this market will be estimated.

ESRI's Business Analyst Online tool (BAO) will be used to analyze retail demand for various market sectors relevant to the market area's potential, and determine whether the market area has pent-up demand for new retail businesses (or, alternately, serves as a focus for a larger-than-expected trade area).

Supply

The consultant team will identify the characteristics of units and properties comparable to ones already occupied by the target markets. These characteristics will include price/rent, age of the existing stock, rate of production, location, size, and other amenities. The total number of housing units available and attractive to the target market will be summed. ESRI's BAO tool will perform a similar role with retail enterprises, seeing what the size and location of existing retail businesses might be.

Gap Analysis

The feasibility of the proposed housing project will hinge on the size of the gap between demand and supply. Assuming a deficit in supply, the proposed project should capture less than 20% of the gap. The number of units feasible for the project will be gauged. A similar analysis will be conducted for retail, and the ability of any sales gap to support new enterprises will be gauged.

C. Past Plans

Our team will review and summarize any past planning efforts that may affect the plan, including but not limited to, previous site plans, transportation plans, sub-area plans, parks and recreation master plans, housing studies, economic development studies, etc.

D. Site and Situation

In order to understand the context of the project and to inform the design efforts regarding product types and potential price points, we will gather and analyze data from the US Census Bureau to understand the past, present, and future of the site and its market area. Following that, our team will complete an inventory of the existing natural, social, economic, and built environments. A range of topics will be explored including community history, demographic and socioeconomics, land use, zoning, transportation, utilities, housing, economic development, natural features, and parks and recreation.

Phase II – Site Plan Creation

Our team will develop three "conceptual" level alternatives for the client's review based on the results of the high-level market analysis. We will use these initial concepts to guide the site development towards one conceptual design.

A. Development Objectives

A vision statement will serve as a guide for what the study area wants to become in the next 10-20 years. Under that will be a series of topic-specific goal statements that support the vision statement. These development objectives will be used to frame the general design parameters used in the initial three design options and later to explore general provision for potential guiding documents and zoning ordinance / restrictive covenants to maintain the design and character of the site. Once the City's team has reviewed these statements our team will dive deeper into the development of supporting objectives and/or policy statements, followed by strategies for achieving the vision and goals. The resulting

objectives will specify a desired land use mix, potentially including single-family residential, multi-family residential, retail, office, and mixed-use development.

B. Alternatives Development

Using the goals and objectives of the Redevelopment Plan, a set of three alternatives will be developed to establish the site as a project that will help leverage continued investment elsewhere in the study area. These alternatives will be evaluated in accordance with the goals and objectives, and involve the City's leadership. The alternatives may vary in order to illustrate different percentages of single-family, multi-family, and retail parcels to help find the proper balance of land used, as well as to explore relationships to natural features, surrounding development, and site amenities.

C. Final Alternative

A final site vision and plan will be developed in cooperation with the City. This plan will contain sufficiently-detailed graphics and narrative to convey the main components of the proposal, as well as effectively communicate the proposal to other stakeholders. The documentation for the final alternative will contain an analysis of a 10 year projected incremental tax revenue, infrastructure requirements and conceptual cost estimates, projected absorption rates for both residential product types, and in concert with the City's TIF consultant, determine the feasibility for imposition of a tax-increment finance (TIF) district.

Phase III – Development Narrative

A. Development Goals Statement

Our team will identify development-defining narratives to help guide the creation of future documents. These defining narratives will utilize the vision and objectives developed during the educate phase to identify potential zoning ordinance amendments, development guiding principles for architectural standards and densities, and recommended covenants and restrictions.

B. Status Update with Governing Bodies

While our team will be working alongside the City, it may also be important to provide updates and opportunities for input to the various governing bodies. If desired, our team will meet with elected and appointed officials within the various governing bodies to outline our process and answer any questions.



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

February 28, 2022

TO: The Board of Public Works & Safety
Storm Water Board

RE: MECHANICAL LICENSE REQUEST FOR CHRIS CHARLWOOD

Chris Charlwood with Hershberger Heating, Goshen, Indiana, has met the requirements for a City of Goshen Mechanical License. Mr. Charlwood presently holds a valid mechanical license with the City of Elkhart, and meets the requirements for a reciprocal mechanical license with the City of Goshen.

Motion requested to approve Mechanical License for the City of Goshen.

Regards,

A handwritten signature in black ink that reads "Myron Grise". The signature is written in a cursive style and is contained within a white rectangular box.

Myron Grise
Building Commissioner/
Commercial Building Inspector

LICENSE
City Of Elkhart, Indiana

Office of City Controller

Date: December 17, 2021

License Number: 018315

CHRIS CHARLWOOD

Having deposited this day with
the City Controller

\$ 50.00

Is hereby registered as MECHANICAL CLASS A

WITHIN THE City Limits of Elkhart, Indiana

Issued: December 17, 2021

Expires: December 31, 2022

C. James Arce

City Controller

CHRIS CHARLWOOD

Please find attached your license for the current year. Please detach and keep for your records.

Please notify the City Office of any changes that might need to be made to the license information.

Thank you for your time.

City Controllers Office

**CHRIS CHARLWOOD
514 S 8TH ST**

GOSHEN IN 46526



**Stormwater Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT
639 RIVER RACE
(JN: 2014-2019)**

DATE: February 25, 2022

The home at 639 River Race has passed its final building inspection and the project is substantially complete except for pavement replacement to bring the driveway into ADA compliance and seeding and stabilization requirements. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute.

The property owners, Richard Allen and Catherine Shoupe, and the builder, Hope Builders Group, agree to complete all concrete work and stabilize the lawn with seed and a temporary stabilization measure by September 30, 2022. The expected cost of work is \$1,050 and involves concrete work. A surety check for that amount has been remitted to the Clerk Treasurer's office.

Note, the extended completion date is due to the expected development of a neighboring lot with impacts to the ability to stabilize this spring.

Requested Motion: Approve and authorize the Mayor to execute the Agreement with Richard Allen and Catherine Shoupe, and Hope Builders Group for the Completion of the Construction Project at 639 River Race.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on _____, 20 22, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Richard Allen and Catherine Shoupe

and, if the builder is responsible for completing the remaining work,

Builder: Hope Builders Group

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 639 River Race Drive, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than Sept. 30, 20 22, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 2,650 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: _____

Install the hard surface driveway for the Site.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**
4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

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

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

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

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

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

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

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

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

Permittee:¹

Property Owner:

Signature: Richard C Allen

Printed: RICHARD C ALLEN

Title (if any): _____

Date: 2-21-22

Signature: Catherine A Shoupe

Printed: Catherine A Shoupe

Title (if any): _____

Date: 2-21-22

Builder:

Signature: Jeffrey G. Howe

Printed: Jeffrey G. Howe

Title: President

Date: 2-21-22

Goshen:

Jeremy P. Stutsman, Mayor

Date: _____

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



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **WWTP IMPROVEMENTS PROJECT – REVISED CHANGE ORDER NO. 4
(JN: 2019-0025A)**

DATE: February 28, 2022

Due to ongoing negotiations with Kokosing Industrial, the WWTP Improvements Project general contractor, the Engineering Department is presenting a revised Change Order No. 4 for the project. The change order is an update to a change order originally approved by the Board on November 11, 2021; the revisions include the temporary removal of a credit for decommissioning of the plant's lagoon and the addition of two new costs and one new credit that have been incurred since the original change order as noted in the following list:

- Per the original change order:
 - Addition of a sidewalk to the vector truck receiving facility to improve access for an additional cost of \$9,917.00.
 - Modification of the new digester gas piping to improve moisture control in the process for an additional cost of \$3,172.00.
 - Addition of a pipe fitting to the aeration process piping after the original was deemed to be unsuitable for reuse for an additional cost of \$930.00.
 - Replacement of diffuser o-rings in the aeration tanks for an additional cost of \$2,382.00
 - Modification of the diffuser grid in the existing aeration tanks to better match the diffuser grit in the new aeration tank for an additional cost of \$3,086.00
 - Removal of a substantial portion of painting scope from the secondary clarifiers and upflow clarifiers for a cost reduction of \$13,517.00
- New items include:
 - Relocation of a backflow preventer in the digester building to improve staff access for an additional cost of \$5,847.00
 - Addition of structural steel members to the secondary clarifier bridges to facilitate installation and support of new handrail for an additional cost of \$8,490.00
 - Elimination of roof penetration in the digester building due to relocation of a new boiler for a cost reduction of \$2,718.00

The revised change order is for a cost increase of \$17,589.00, which increases the total project cost to \$19,160,401.00. This change order is an increase of 0.09% and increases the total changes to date to 0.9%. The change order adds no time to the project schedule, though Kokosing has reserved the right to request additional time at a later date.

The Engineering Department has reviewed this change order and recommends its approval.

Requested motion: Move to approve Revised Change Order No. 4 in the amount of \$17,589.00, with no change to the project schedule at this time.

CHANGE ORDER NO. 4

CHANGE ORDER DATE OF ISSUANCE <u>February 15, 2022</u>	COMMENCEMENT OF CONTRACT TIME <u>May 11, 2020</u>
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OWNER City of Goshen, Indiana CITY PROJECT NO. 2019-0025A

CONTRACTOR Kokosing Industrial

PROJECT Wastewater Treatment Plant Improvements – Project A ENG. PROJECT NO. 13503

ENGINEER Donohue & Associates, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

DESCRIPTION:

1. Provide sidewalk on the south side of the vector station as detailed in RFP No. 28, dated May 28, 2021 (\$9,917.00).
2. Addition of three (3) 45-degree bends to modify the digester gas piping in the Digester Building as detailed in Field Order No. 16 dated May 28, 2021 (\$3,172.00).
3. Replace the steel 90-degree fitting on the aeration header piping that was not suitable to be reused as detailed in Request for Information (RFI) No. 89 dated August 4, 2021 and answered on August 9, 2021. (\$930.00)
4. Deletion of a majority of the painting work on the final clarifier and upflow clarifier bridges due to lead paint issues as detailed in Request for Information (RFI) No. 98 dated September 8, 2021 and answered on September 17, 2021. (-\$13,517.00)
5. Replace the O-Rings required for salvaged diffusers in the existing aeration tanks as detailed in Request for Information (RFI) No. 99 dated September 9, 2021 and answered on September 17, 2021. (\$2,382.00)
6. Revise the number and location of the diffusers relocated from the existing anoxic zone to the aerated zone to match the drawing revisions included with Field Order No. 29 dated October 4, 2021 (\$3,086.00)
7. City requested that a backflow preventer in the Digester Gas Utilization Room be relocated from a lower elevation to a higher elevation. Change requires rework of the existing piping. (\$5,847.00)
8. Elimination of the required roof penetration described in Plan Note 9 for the installation of Boiler No. 2. Roof penetration was not needed due to revisions to the location of Boiler No. 2 that allowed reuse of the existing roof penetration. (-\$2,718.00)
9. The addition of structural steel members on the secondary clarifier bridge at the center column to that handrail can be attached and supported. (\$8,490.00)

REASON FOR CHANGE ORDER:

1. Additional sidewalk on the south side of the station aids in general plant maintenance and operations at the station.
2. The additional fittings will help control moisture in the gas piping.
3. The 90-degree fitting was not suitable for reuse after modifying the piping due to required cutting on the pipe that extended into the pipe's radius.
4. The paint on the clarifier bridges was found to contain lead paint and mitigation of the lead paint will be addressed after the current contract.
5. The existing O-Rings were deteriorated and not suitable for reuse.
6. The aeration diffuser modifications and plugs were needed to obtain the correct number of diffusers in Aeration Tank 4 and Tanks 1 through 3 should match as well.
7. Relocation allows for easier and better maintenance of this equipment.
8. Revised boiler location allowed easier installation of Boiler No. 2 and elimination of an additional roof penetration.
9. Structural members are needed for side mounting new handrail.

ATTACHMENTS:

1. May 28, 2021 RFP No. 28 from Donohue & Associates to Kokosing Industrial for proposed additional sidewalk.
2. June 11, 2021 Proposed Change Order No. 32 from Kokosing Industrial to Donohue & Associates for proposed additional sidewalk.
3. May 28, 2021 Field Order No. 16 from Donohue & Associates to Kokosing Industrial for proposed additional fittings on the digester gas piping in the Digester Building.

4. June 8, 2021 Proposed Change Order No. 35 from Kokosing Industrial to Donohue & Associates for proposed additional fitting on the digester piping Digester Building.
5. Request for Information (RFI) No. 89 dated August 4, 2021 and answered on August 9, 2021.
6. August 19, 2021 Proposed Change Order No. 37 from Kokosing Industrial to Donohue & Associates for the material cost for replacement of the pipe fitting.
7. Request for Information (RFI) No. 98 dated August 4, 2021 and answered on August 9, 2021.
8. October 15, 2021 Proposed Change Order No. 38 from Kokosing Industrial to Donohue & Associates for the change in scope of the secondary clarifier and upflow clarifier bridge painting to include only the top of the steel bridge beams.
9. Request for Information (RFI) No. 99 dated September 9, 2021 and answered on September 17, 2021.
10. September 20, 2021 Proposed Change Order No. 39 from Kokosing Industrial to Donohue & Associates for replacing the O-rings for the salvaged aeration tank diffusers.
11. October 4, 2021 Field Order No. 29 from Donohue & Associates to Kokosing Industrial for modifying the number and location of the diffusers in the existing aeration tanks.
12. October 15, 2021 Proposed Change Order No. 40 from Kokosing Industrial to Donohue & Associates for modifying the diffusers and plugs in the existing aeration tanks.
13. November 12, 2021 e-Mail from Kokosing Industrial documenting the City's field request for the Digester Gas Room piping modifications and relocation of the backflow preventer.
14. November 17, 2021 Proposed Change Order No. 42 from Kokosing Industrial to Donohue & Associates for proposed piping modifications and backflow preventer relocation.
15. October 20, 2021 RFP No. 29 from Donohue & Associates to Kokosing Industrial for proposed credit for the elimination of the roof penetration.
16. December 1, 2021 Proposed Change Order No. 44 from Kokosing Industrial to Donohue & Associates for proposed credit for eliminating the roof penetration.
17. Request for Information (RFI) No. 116 dated December 8, 2021 and answered on December 20, 2021 regarding the handrail and structural members.
18. December 1, 2021 Proposed Change Order No. 45 from Kokosing Industrial to Donohue & Associates for proposed work and materials to add structural members to the clarifier bridges.

CHANGE IN CONTRACT PRICE	
Original Contract Price:	
\$	<u>18,989,000.00</u>
Net increase (decrease) from previous Change Orders:	
\$	<u>153,812.00</u>
Net increase (decrease) of this Change Order:	
\$	<u>17,589.00</u>
Revised Contract Price:	
\$	<u>19,160,401.00</u>

CHANGE IN CONTRACT TIMES	
Original Contract Times: <i>(days or dates)</i>	
Substantial Completion:	<u>579 Calendar Days</u>
Ready for Final Payment:	<u>621 Calendar Days</u>
Net increase (decrease) from previous Change Orders: <i>(days)</i>	
Substantial Completion:	<u>0</u>
Ready for Final Payment:	<u>0</u>
Net increase (decrease) of this Change Order: <i>(days)</i>	
Substantial Completion:	<u>0</u>
Ready for Final Payment:	<u>0</u>
Revised Contract Times: <i>(days or dates)</i>	
Substantial Completion:	<u>579 Calendar Days</u>
Ready for Final Payment:	<u>621 Calendar Days</u>