



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE June 13, 2022 REGULAR MEETING**

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

**Present:** Mayor Jeremy Stutsman, Mike Landis, Mary Nichols

**Absent:** DeWayne Riouse, Barb Swartley

**CALL TO ORDER:** Mayor Stutsman called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Stutsman presented the minutes of the June 6, 2022 meeting of the Board of Works & Safety & Stormwater Board. Board member Nichols moved to approve the minutes as presented and the motion was seconded by Board member Landis. Motion passed 3-0.

**REVIEW/APPROVE AGENDA:** Mayor Stutsman presented the meeting agenda with the addition of item #13 *Agreement with Abonmarche Consultants, Inc.* Board member Nichols moved to approve the agenda as modified. Board member Landis seconded the motion. Motion passed 3-0.

**1) Police Department: Approve the hiring of Jorden Lamar Snyder (#220) as a probationary patrol officer, effective June 21, 2022**

Goshen Police Chief José Miller asked the Board approve the hiring of Jorden Lamar Snyder for the position of probationary patrol officer, effective Tuesday June 21, 2022. He said Snyder has passed all exams and has been approved by both the local and State pension boards. Snyder has already attended the Indiana Law Enforcement Academy and has recently worked as a police officer in Middlebury. Chief Miller said Jorden will be a welcome addition to the Police Department. Jorden will be sworn in June 21. Board member Landis clarified that the date of June 21 was correct due to no Board of Works meeting on June 20.

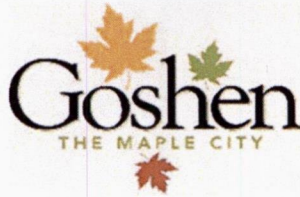
Nichols/Landis moved to approve the hiring of Jorden Lamar Snyder for the position of probationary patrol officer, effective Tuesday June 21, 2022. Motion passed 3-0.

**2) Police Department: Approve the hiring of Ever Guillermo Gutierrez Franco (#221) as a probationary patrol officer, effective June 21, 2022**

Goshen Police Chief José Miller asked the Board to approve the hiring of Ever Guillermo Gutierrez Franco for the position of probationary patrol officer, effective June 21, 2022. He said Franco has passed all exams and has been approved by both the local and State pension boards. Chief Miller said Franco will be a welcome addition to the Police Department. Franco will be sworn in June 21.

Nichols/Landis moved to approve the hiring of Ever Guillermo Gutierrez Franco for the position of probationary patrol officer, effective June 21, 2022. Motion passed 3-0.

**3) Police Department: Accept retirement of Captain Jeremy Welker, effective June 19, 2022**



**Goshen Police Chief José Miller** asked the Board approve the retirement of Captain Jeremy Welker from the Police Department, effective Tuesday June 19, 2022.

He said on June 6, Captain Welker provided a letter stating his intent to retire from the Police Department. In his letter, Captain Welker wrote: "This was my dream job and I only wanted to be employed as a Goshen City Police Officer. I am glad that the City of Goshen allowed that dream to come true and allowed me to live my dream for the last 20+ years. I have thoroughly enjoyed my time as an employee, in spite of the ups and downs that face police officers. Thank you for the opportunity to rise through the ranks and be a Captain for 2nd Shift. I have tried to share my knowledge with the younger officers in hopes that it helps them be the best they can be."

**Chief Miller** said Welker feels it is the time to start the next chapter in his life and to retire from law enforcement. Captain Welker was hired full-time with the police department on March 8, 2002. He was served the department and community in numerous supervisory positions, including department trainer of various subject matter, and operator on the SWAT Team. Chief Miller said Captain Welker has a great deal of knowledge and experience that will be difficult to replace. Chief Miller thanked Captain Welker for the sacrifices he has made and for his dedication to this profession the past 20 years and wished him the best in his retirement. Mayor Stutsman thanked Captain Welker for his dedication for the past two decades.

**Nichols/Landis moved to approve the retirement of Captain Jeremy Welker from the Police Department, effective Tuesday June 19, 2022. Motion passed 3-0.**

**4) Police Department: Accept resignation of Sgt. Andrew Keim, effective June 7, 2022**

**Goshen Police Chief José Miller** asked the Board to approve the resignation of Sergeant Andrew Keim from the Police Department, effective June 7, 2022.

**Chief Miller** said that on May 24, Sergeant Keim asked to meet with him and Assistant Chief Turner and stated that he has been offered a job in the private sector closer to his residence with daytime hours. He said that he discussed the option with his family and had decided to accept the position.

In his letter of resignation, **Sergeant Keim** wrote, "My five years at the Goshen Police Department have meant a great deal to me and have allowed me to grow and learn to be a professional in dealing with stressful and difficult situations. I am so grateful for these past five years at the Goshen Police Department. I will look back on the interactions I've had, the differences I've made within a community, and the impact in people's lives as a stepping stone for further growth in a new venture. I appreciate your support and understanding."

**Chief Miller** said that in his five years, Sergeant Keim has served the department in various positions, including as a detective and SWAT Team operator. He said Sergeant Keim has served this department and community with honor and will truly be missed. He thanked Sergeant Keim for his service and wished him the best in his future plans.

**Nichols/Landis moved to approve the resignation of Sergeant Andrew Keim from the Police Department, effective June 7, 2022. Motion passed 3-0.**

**5) St. John the Evangelist Catholic Church request: Permission to close sections of Monroe Street and South Third Street, 10:30 a.m. to 1 p.m., on June 19, 2022 for a procession**

**Jonathan Evangelista Rios, Pastoral Associate at St. John the Evangelista Catholic Church,** asked the Board for permission to block Monroe Street and a section of South Third Street along the church's school building for a procession in celebration of Corpus Christi on June 19, 2022, from 10:30 a.m. until 1 p.m.



**Nichols/Landis moved to allow St. John the Evangelist Catholic Church to close Monroe Street and a section of South Third Street along the church's school building for a procession in celebration of Corpus Christi on June 19, 2022, from 10:30 a.m. until 1 p.m. Motion passed 3-0.**

**6) Legal Department: Request to extend the completion date of a cemetery planning services report by Grever & Ward, Inc.**

**Brandy Henderson, a paralegal in the City Legal Department,** asked the Board to approve an extension of time for Grever & Ward, Inc. to complete a site visit from July 1, 2022 to August 1, 2022 as part of its cemetery planning services study. Henderson said on April 11, the Board approved and authorized an agreement between the City and Grever & Ward, Inc. to provide cemetery planning services, to Oakridge, West Goshen and Violet Cemeteries. In the agreement, a deadline to complete a site visit by Grever & Ward was set for July 1, 2022. Due to unforeseen circumstances with scheduling, this deadline is not obtainable and the parties have agreed to extend that deadline to Aug. 1, 2022. All other terms of the agreement are unaffected.

**Nichols/Landis moved to approve an extension of time for Grever & Ward, Inc. to complete a site visit from July 1, 2022 to August 1, 2022 as part of its cemetery planning services study. Motion passed 3-0.**

**7) Legal Department: Approve agreement to provide \$2,750 to the South Bend | Elkhart Regional Partnership to help with regional economic development strategies**

**Brandy Henderson, a paralegal in the City Legal Department,** asked the Board to approve an agreement to provide \$2,750 to the South Bend | Elkhart Regional Partnership to help with regional economic development strategies and to authorize Mayor Stutsman to sign the agreement.

**Henderson** said the City has various community service organizations that provide services or programs to its residents in a manner more efficient than what the City can provide. These organizations were subject to an application process requiring specific documentation regarding their organization including a detailed description of how these funds will be used. Henderson said the South Bend | Elkhart Regional Partnership is one such community service organization that has applied for these funds. It has requested \$2,750 to help with regional economic development strategies. She said the partnership has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

**Nichols/Landis moved to approve an agreement to provide \$2,750 to the South Bend | Elkhart Regional Partnership to help with regional economic development strategies and to authorize Mayor Stutsman to sign the agreement. Motion passed 3-0.**

**8) Legal Department: Approve agreement with Borntreger, Inc. for City Hall gutter relining**

**Carla Newcomer, a paralegal with the City Legal Department,** asked the Board to approve and execute an agreement with Borntreger, Inc., for the Gutter relining at City Hall with a DuroLast Membrane. Borntreger, Inc. will be paid \$24,014.00 for the services. In its scope of work proposal, Borntreger has agreed to: Remove and dispose of existing termination bar and flashing (existing membrane to remain); install .050 white Duro-Tuff single-ply in existing gutter from bottom of clay tile coping to top outer edge of gutter; install termination bar below clay tile coping; install counter flash below clay tile coping (above termination bar); install 4" 24-gauge Kynar metal fascia at top outer edge of gutter; and clean the premises of all roofing scraps and debris created by this project.



Nichols/Landis moved to approve and execute an agreement with Bortrager, Inc., for the Gutter relining at City Hall with a Duro Last Membrane. Motion passed 3-0.

**9) Legal Department: Approve NASPO ValuePoint participating addendum with Cellco Partnership (Verizon Wireless) and approve purchase of four cellular services for \$125 a month**

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve NASPO ValuePoint participating addendum with Cellco Partnership (Verizon Wireless) and approve purchase of four cellular services for \$125 a month. The City is seeking to purchase SCADA equipment and monthly cellular services through Cellco Partnership d/b/a Verizon Wireless through a State Quantity Purchase Agreement with NASPO Value Point. The City needs four cell (4) services for SCADA Equipment and requests permission to enter into an agreement with NASPO Value Point for the SCADA Equipment and Verizon Cellular Service and for approval for the Mayor to execute the agreement.

Nichols/Landis moved to approve NASPO ValuePoint participating addendum with Cellco Partnership (Verizon Wireless) and approve purchase of four cellular services for \$125 a month and authorize the Mayor to execute the agreement. Motion passed 3-0.

**10) Legal Department: Approve agreement with LaCroix Traffic Engineering, PLLC, to perform a 10th Street Apartments Traffic Impact Study for \$6,750**

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve and execute an agreement with LaCroix Traffic Engineering, PLLC, to perform a 10th Street Apartments Traffic Impact Study at a cost of \$6,750. In its scope of work proposal, LaCroix Traffic Engineering, PLLC, which is based in Grand Rapids, Michigan, has agreed to collect data on traffic around the Plymouth Avenue/10<sup>th</sup> Street intersection, complete traffic analyses for the existing and future conditions for the area, develop a base traffic model for the study area intersections to define how well they are currently operating; determine the impacts of the proposed development; analyze the findings; make recommendations; and prepare a report for the City.

Nichols/Landis moved to approve and execute an agreement with LaCroix Traffic Engineering, PLLC, to perform a 10th Street Apartments Traffic Impact Study at a cost of \$6,750. Motion passed 3-0.

**11) Water Department: Request to close Chicago Avenue, between Wilkinson and Denver streets, for sewer main repair work June 14-16, 2022**

Kent Holdren, Superintendent of the City Water Department, asked the Board to approve the closure of Chicago Avenue to thru traffic, between Wilkinson and Denver streets, on Tuesday June 14, 2022, starting at 8 a.m., and reopening for traffic on Thursday morning, June 16, 2022.

Holdren said the Water and Sewer Department will be repairing a sewer main on Chicago Avenue and the work will require excavation of the road, with a trench that will be approximately 8 feet in depth. For the safety of the work crews and the public, the City is requesting permission for the street closure. City staff will notify Goshen Schools, EMS and ensure that the garbage is moved to the appropriate location for pick up.

Nichols/Landis moved to approve the closure of Chicago Avenue to thru traffic, between Wilkinson and Denver streets, on June 14, 2022, starting at 8 a.m., and reopening for traffic on June 16, 2022. Motion passed 3-0.



**12) Engineering Department: Approve revised Change Order No. 1 for the Wilden Tree Clearing project (JN: 2013-0035)**

**Josh Corwin, City Civil Traffic Engineer** asked the Board approve the balancing Revised Change Order No. 1, decreasing the contract by \$80,290.00, for a final contract amount of \$199,600 for the Wilden Tree Clearing project. According to the Engineering Department, due to the missed line item #9 "work completed prior to 1/31/22 (5 days)" at \$200.00 a day for a total of -\$1000.00, the department is resubmitting this balancing change order for the above project. This Change Order replaces the Change Order No. 1 approved at the May 16 Board of Works meeting. Also, the engineering department found a reduction in the planned number of trees to be removed along Wilden Avenue due to trees that were removed before the project started. Revised Change Order No. 1 decreases the current contract price by \$80,290.00, making the final contract amount \$199,600.00, a 28.69% decrease over the original contract of \$279,890.00. Landis clarified if the amount was increasing or decreasing.

**Nichols/Landis moved to approve the balancing Revised Change Order No. 1, decreasing the contract by \$80,290.00, for a final contract amount of \$199,600 for the Wilden Tree Clearing project. Motion passed 3-0.**

**13) Agreement with Abonmarche Consultants, Inc.**

**Bodie Stegelmann, City Attorney** presented the agreement. At the May 23, 2022 meeting, the board approved an agreement with Abonmarche Consultants, Inc. for Topographic and Boundary Surveying Services for the Hess Riverdale Addition and Merit Learning Center. Abonmarche will be paid a lump sum amount of \$14,800.00 for a topographic and boundary survey. Abonmarche requested revisions to the written agreement related to liability issues and, after discussion, the written agreement provided with the memorandum is being presented for approval. The scope of work and payment will not change. **Board Member Mike Landis** asked if the liability issue was due to issuing stemming from work done or for the safety of the workers. **City Attorney Bodie Stegelmann** stated it was for the safety of the workers.

**Nichols/Landis moved to approve and execute the agreement with Abonmarche Consultants Inc. for Topographic and Boundary Surveying Services for the Hess Riverdale Addition and Merit Learning Center.**

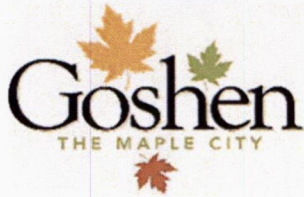
**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**

Mayor Stutsman opened Privilege of the Floor at 2:18 p.m. There were no public comments, so the Mayor closed the public comment period at 2:18 p.m.

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 3-0.

Mayor Stutsman adjourned the meeting at 2:19 p.m.

**EXHIBIT #1: Agreement with Abonmarche Consultants, Inc. for the Hess Riverdale Addition and Merit Learning Center**



APPROVED

A blue ink signature of Jeremy Stutsman, consisting of a large, stylized 'J' and 'S'.

Jeremy Stutsman, Chair

A cursive signature of Michael Landis in black ink.

Michael Landis, Member

A cursive signature of Mary Nichols in black ink.

Mary Nichols, Member

A cursive signature of DeWayne Riouse in black ink.

DeWayne Riouse, Member

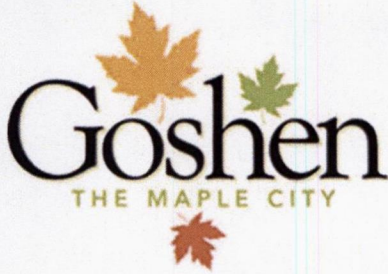
A cursive signature of Barb Swartley in black ink.

Barb Swartley, Member

ATTEST

A cursive signature of Erin Fowler in black ink.

Erin Fowler, Clerk-Treasurer's Office



**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](http://www.goshenindiana.org)

June 13, 2022

**To:** Board of Public Works and Safety  
**From:** Bodie J. Stegelmann  
**Subject:** Agreement with Abonmarche Consultants, Inc.

At its meeting May 23, 2022, the Board approved an agreement with Abonmarche Consultants, Inc. for Topographic and Boundary Surveying Services for the Hess Riverdale Addition and Merit Learning Center. Abonmarche will be paid a lump sum amount of \$14,800.00 for a topographic and boundary survey. Abonmarche requested revisions to the written agreement related to liability issues and, after discussion, the written agreement provided with this memorandum is being presented for approval. Scope of work and payment amounts do not change.

**Suggested Motion:**

Approve and execute the agreement with Abonmarche Consultants, Inc for Topographic and Boundary Surveying Services for the Hess Riverdale Addition and Merit Learning Center.

## AGREEMENT

### TOPOGRAPHIC AND BOUNDARY SURVEYING SERVICES FOR HESS RIVERDALE ADDITION AND MERIT LEARNING CENTER

THIS AGREEMENT is entered into on June \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Abonmarche Consultants Inc.** ("Contractor"), whose mailing address is 303 River Race Drive, Unit 206, Goshen Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

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

#### **Section 1. Contractor Duties**

Contractor shall provide City a topographic and boundary survey of the Merit Learning Center and a topographic survey of Chicago Avenue, Wilkinson Street, Denver Avenue, and the alley East of Westfield Avenue, as depicted on the attached provided survey request, which services are more particularly described in Contractor's April 20, 2022 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:

#### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall complete all Duties within five (5) weeks from the notice to proceed.

#### **Section 3. Compensation**

City agrees to compensate Contractor as follows for performing all Duties:

Topographic and Boundary Survey..... Lump Sum of \$14,800.00

#### **Section 4. Payment**

- (A) 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 Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

- (B) 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.
- (C) 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 provided 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 services under this agreement to the extent caused by the intentional or negligent act of Contractor. 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.

### **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: Abonmarche Consultants Inc.  
303 River Race Drive, Unit 206  
Goshen, IN 46526

**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 maybe 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

**Abonmarche Consultants Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Barb Swartley, Member

Date Signed: \_\_\_\_\_

\_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



Engineering • Architecture • Land Surveying

April 20, 2022

Mr. Jason Hoffman  
City of Goshen Engineering Department  
204 East Jefferson Street  
Goshen, IN 46528-3405

RE: **PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**  
**Request for Topographic and Boundary Surveys**

**Hess Riverdale Addition and Merit Learning Center**  
City of Goshen, Indiana  
City Project No. 2022-0018

Dear Mr. Hoffman:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional surveying services for the proposed project referenced above. We have tailored our scope of services based upon your Request for Survey Quotes dated March 24, 2022.

This proposal includes our Work Plan, which consists of our Scope of Services, Fees for Services, and Anticipated Schedule.

I will be the primary contact and can be reached at the office at (574) 314-1024 or by email at [bmosness@abonmarche.com](mailto:bmosness@abonmarche.com).

We appreciate the opportunity to submit our proposal and look forward to working with you. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

ABONMARCHE CONSULTANTS, INC.

A handwritten signature in black ink that reads "Bradley E. Mosness".

Bradley E. Mosness, PE  
Vice President

## WORK PLAN

### PROJECT UNDERSTANDING

The City of Goshen's current need is a topographic and boundary survey of the Merit Learning Center and a topographic survey of Chicago Avenue, Wilkinson Street, Denver Avenue, and the alley east of Westfield Avenue as depicted on the attached provided survey request.

### SCOPE OF SERVICES

We have tailored our scope of services based upon your survey request, and our experience with these types of surveys. A brief listing of services we expect to deliver for this project are listed below.

#### **Task #1: Topographic and Boundary Surveys**

This task includes performing a topographic and boundary survey in accordance with the requirements set forth in the survey request attached to this proposal.

### DELIVERABLES

Deliverables shall be in accordance with the survey request.

### FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount listed below unless a supplement is executed by the parties which increases the maximum amount payable. All services below are firm for 90 days.

Task #1 Topographic and Boundary Surveys ..... \$ 14,800

### ANTICIPATED PROJECT TIMELINE

If a signed contract is furnished by April 26, 2022, ABONMARCHE proposes to complete and deliver the requested surveys by the end of day on June 8, 2022 (weather permitting and subject to utility locates).

### INFORMATION TO BE PROVIDED BY CITY, IF AVAILABLE

1. Existing surveys, plans, construction records, and rights-of-way records
2. Existing utility maps and as-builts of survey area
3. Existing sanitary lateral and water service cards
4. Field locates of existing City utilities (sanitary/water) and conduits









### MERIT LEARNING CENTER

- Full topographical survey of property and surrounding street/alley right of way
- Full boundary survey of property including existing plat/lot lines
- Extend data collection 30' west of west right of way line of alley 121
- Collect data to front of buildings along street right of ways



### CHICAGO AVENUE

- Full topographical survey of Chicago Avenue from Denver Street to Indiana Avenue
- Extend data collection to river water level along bank
- Collect data to front of buildings along street right of ways