



GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF September 13, 2022

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81223011833>

The Goshen Redevelopment Commission will meet on September 13, 2022 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. CHANGES TO THE AGENDA

3. PUBLIC HEARING

NOTICE TO TAXPAYERS AND ALL OTHER PERSONS AFFECTED OF ADOPTION AND CONTENT OF AMENDING DECLARATORY RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION AND NOTICE OF PUBLIC HEARING ON RESOLUTION

4. PRESENTATION

American Structurepoint, Housing Study
Scott Sivan, InSite Development

5. APPROVAL OF MINUTES

6. NEW BUSINESS

Resolution 48-2022 – Authorize Execution of an Amended Agreement of the Sale and Purchase of Real Estate at 323 South Sixth Street and 211 West Madison Street

Resolution 49-2022 – Authorize Execution of the LPA/Consultant Agreement with BLN for the Blackport Drive Reconstruction

Resolution 50-2022 – Request to Negotiate and Execute an Agreement Amendment with NuWay Construction for the New Goshen Parks Maintenance Building Construction Project

Resolution 51-2022 – Request to Proceed with Property Acquisition for 22 Parcels Impacted by the Consolidated Court Roadway Improvements

7. DISCUSSION

Main Street Decorative Lights

8. APPROVAL OF REGISTER OF CLAIMS

9. MONTHLY REDEVELOPMENT STAFF REPORT

10. OPEN FORUM

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

11. ANNOUNCEMENTS

Next Regular Meeting – October 11, 2022 at 3:00 p.m.

12. EXECUTIVE SESSION

13. Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

NOTICE TO TAXPAYERS AND ALL OTHER PERSONS AFFECTED OF
ADOPTION AND CONTENT OF AMENDING DECLARATORY
RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION AND
NOTICE OF PUBLIC HEARING ON RESOLUTION

Taxpayers of the Goshen Redevelopment District and all other persons affected hereby are notified that the Goshen Redevelopment Commission ("Commission") adopted Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by its Confirmatory Resolution No. 26-2012 (as amended to date) after a public hearing (collectively, "Area Resolution") establishing, consolidating and enlarging the Consolidated River Race/US 33 Economic Development Area and the Consolidated River Race/US 33 Allocation Area in accordance with IC 36-7-14-39 ("Original Allocation Area"), for the purpose of capturing property taxes generated from the incremental assessed value of real property located in the Original Allocation Area.

On June 14, 2022, the Commission adopted an amending declaratory resolution ("Amending Declaratory Resolution"), amending the Area Resolution to: (i) remove Parcel No. 20-11-16-151-026.000-015 and Parcel No. 20-11-16-151-027.000-015 from the Original Allocation Area (collectively, "Parcels"); (ii) designate the Parcels as a new tax allocation area to be identified as the Indiana Avenue Allocation Area (as set forth on Exhibit A of the Area Resolution); and (iii) add the construction of the Projects (as set forth on Exhibit B of the Area Resolution) to the Economic Development Plan (as amended, "2022 Plan").

The Amending Declaratory Resolution, 2022 Plan and supporting data, including maps of the Area and the Indiana Avenue Allocation Area, have been prepared and can be inspected at the office of the Clerk-Treasurer, City Hall, 202 South 5th Street, Suite 2, Goshen, Indiana.

Notice is further given that the Commission will hold a public hearing on September 13, 2022 at the hour of 3:00 p.m., local time, in the City Court Room/Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana, to receive and hear remonstrances from persons interested in or affected by the proceedings pertaining to the Amending Declaratory Resolution and 2022 Plan. At the time fixed for hearing or at any time prior thereto, any person interested in the proceedings may file a written remonstrance with the Secretary of the Commission in the office of the Clerk-Treasurer. At such hearing, which may be adjourned from time to time, the Commission will hear all persons interested in the proceedings and all remonstrances that have been filed. After considering this evidence, the Commission will take final action by either confirming, modifying and confirming, or rescinding the Amending Declaratory Resolution.

Dated this 2nd day of September, 2022.

GOSHEN REDEVELOPMENT
COMMISSION

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of August 9, 2022

The Goshen Redevelopment Commission met in a regular meeting on August 9, 2022 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

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

Present: Brianne Brenneman, Brian Garber, Andrea Johnson, Vince Turner, Brett Weddell
and Bradd Weddell

Absent: None

Commission President Turner stated that the meeting is also available via Zoom.

CHANGES TO THE AGENDA

Commission President Turner stated there was a request to remove Resolution 48-2022 from the agenda.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to remove Resolution 48-2022 from the agenda.

The motion was adopted unanimously.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve the minutes of the July 12, 2022 regular meeting.

The motion was adopted unanimously.

PRESENTATION

Scott Sivan, InSite Development, told the Commission that Millrace Townhomes are 85-90% design complete and had to redesign the unit mix for River Arts. He is not asking for any time extension and he commits to be back at the September meeting with a presentation.

NEW BUSINESS

Resolution 44-2022 – Acquisition of Real Estate at 1689 Reliance Road

(5:35) Becky Hutsell, Redevelopment Director, this is one of several properties impacted by the Courts Consolidation project. The average of two appraisals is \$222,500 and relocation expenses will also be paid to the owner.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 44-2022.

The motion was adopted unanimously.

Resolution 45-2022 – Acquisition of Real Estate at 208 West Washington Street

(7:00) Becky Hutsell, Redevelopment Director, the owners approached the city looking to sell their rental property. There currently is a parking lot on one side and when River Race Drive is widened there will be a road on the other side. Not sure yet what the goal of the property will be. Average of the two appraisals is \$160,000.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 45-2022.

The motion was adopted unanimously.

Resolution 46-2022 – Request to Negotiate and Execute an Agreement for Traffic Control Services with State Barricading, Inc. for the East College Avenue Project

(10:20) Becky Hutsell, Redevelopment Director, the Commission approved an agreement for construction inspection in June for the East College Avenue project. The original plan was for the selected inspector Abonmarche to contract for the overall traffic control, but our current contract is only through December 31, 2022. A decision was made to contract directly with a traffic control company to manage the overall traffic plan. Abonmarche requested three quotes and two were received. Recommending authorization to negotiate and execute an agreement with State Barricading, Inc. at a cost of \$25,113.00.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 46-2022.

The motion was adopted unanimously.

Resolution 47-2022 – Ratify Execution of Agreement for Construction Inspection for the East College Avenue Infrastructure Project

(14:55) Becky Hutsell, Redevelopment Director, in July the Commission approved proposal from Abonmarche for construction inspection for the East College Avenue project. Now asking for ratification of the agreement. The not-to-exceed price is \$204,000.00.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 47-2022.

The motion was adopted unanimously.

DISCUSSION

RFP for 233 South Main Street

(16:25) Becky Hutsell, Redevelopment Director, told the Commission she is working on the RFP for 233 South Main Street. In order to sell or lease the building, have to go through the subdivision process to combine the parcels for the building and then split the parcels to create the city parking lot. Had questions for the Commission regarding the West Jefferson Street Reconstruction project and talked about giving up right-of-way or keeping it as it is.

After questions and discussion between members and staff it was decided to leave the right-of-way as it is currently.

Main Street Decorative Lights

(29:10) Mark Brinson, Deputy Mayor, at last month's meeting there was a discussion on the downtown decorative lights. The conduits are over 50 years old and the lights have been discontinued. The next step is to hire a consultant to get a plan for the total replacement of the lights. A discussion last month talking about EID budget and their priorities and Scott Woldruff from EID is here.

(30:40) Scott Woldruff, EID, gave the Commission a handout with a priority list, budget information, light pole information. Their budget is \$55,000 per year. He talked about the priority list.

(32:54) Commission President Turner asked Mr. Woldruff about the priority list which shows the arches are more of a priority than the lights and Mr. Woldruff responded that they ranked closely but feels arches are more important.

Discussion and comments between Commission members regarding lights, arches and the priority list.

Becky Hutsell, Redevelopment Director, explained the arches and that the pricing is a concern. Dustin is preparing to send out to bid and not sure what to do if the bid is substantially higher than expected.

Commissioner Brett Weddell questions Redevelopment's participation in this and the arches as this has nothing to do with RDC. RDC is about taking a property and putting it back on the tax rolls.

Becky Hutsell, Redevelopment Director talked about the consolidation of the River Race TIF and said a portion of the funding was generated from improvements in the downtown area. She stated she will inform the Commission of the revenue generated from the TIF and the projects done.

Commissioner Johnson suggested that the study is split between redevelopment and civil city and Commissioner Garber and Commissioner Brenneman agreed. Commissioner Weddell stated 100% civil city. Commissioner Turner indicated he would open to discussion on the 50/50 split.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve the register of claims to a new amount of \$847,173.78.

A motion was made Commissioner Johnson and seconded by Commissioner Garber to approve the register of claims as amended.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Dustin Sailor, Director of Public Works, updated the Commission on the Crossing Drainage Project.

OPEN FORUM

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

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for September 13, 2022 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Johnson and seconded by Commissioner Brenneman to adjourn the meeting.

The motion was adopted unanimously.

The regular meeting was adjourned at 3:51 p.m.

APPROVED on September 13, 2022

GOSHEN REDEVELOPMENT COMMISSION

Vince Turner, President

Andrea Johnson, Secretary

RESOLUTION 48-2022

Authorize Execution of an Amended Agreement of the Sale and Purchase of Real Estate at 323 South Sixth Street and 211 East Madison Street

WHEREAS the Commission entered into an Agreement with David and Sara Stump in March 2015 for the purchase of 323 South Sixth Street and 211 West Madison Street.

WHEREAS the purchaser has requested to amend the agreement and the changes were approved by a review committee.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the agreement amendment with David and Sara Stump and the City of Goshen and Redevelopment Director Becky Hutsell is authorized to execute the agreement amendment on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 13, 2022.

President

Andrea Johnson Secretary



**Department of Community Development
CITY OF GOSHEN**

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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve Amended Agreement for the Sale and Purchase of Real Estate at 323 S. 6th Street and 211 E. Madison Street

DATE: September 13, 2022

In March 2015, the Redevelopment Commission approved an Agreement for the Sale and Purchase of Real Estate for 323 S. 6th Street and 211 E. Madison Street. Per the agreement, the Commission agreed to sell the properties to David Stump for a total of \$61,500 (\$58,000 for 323 S. 6th Street and \$3,500 for 211 E. Madison Street) with the following conditions:

1. Within eight (8) years of the closing, Purchaser agrees to do the following:
 - a. Convert the 6th Street real estate into a single-family residence;
 - b. Incorporate the Madison Street real estate into the 6th Street real estate, creating one (1) real estate parcel;
 - c. Demolish the structure on the Madison Street real estate.
2. Purchaser agrees to execute a mortgage in favor of the City in the amount of \$25,000 for the 6th Street property and \$15,000 for the Madison Street property to secure the Purchaser's agreement to convert the 6th Street real estate into a single-family residence, to demolish the structure on the Madison Street real estate and to combine the two parcels into one residential lot. City agrees to release the mortgages without additional payment from Purchaser as soon as the conditions are met.

Per the agreement, the conditions are to be met no later than April 30, 2023.

We received a request from David Stump to amend the agreement and this was brought before the Commission in May. It was recommended that a committee of staff and two (2) Commission members meet with Mr. Stump to discuss further. A meeting was held and an amendment was prepared based upon the following modifications:

1. Purchase price of 211 E. Madison Street increased by \$15,000 to account for the unexpended demolition fees that were originally anticipated. Additional payment to be received no later than June 2023, at which time property will be transferred to existing tenant of the building.
2. Residential property at 323 S. 6th Street allowed to remain a two-unit rental while owned by the Original Purchaser. If transferred to another party, to be converted to a single-family unit as a condition of the sale. \$25,000 mortgage to remain in place until this occurs.

AMENDED AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AMENDED AGREEMENT is made and entered into this ____ day of September 2022, by and between David T. Stump and Sara Stump, Husband and Wife, hereinafter referred to as Original Purchaser, and the City of Goshen, Indiana for the Use and Benefit of the Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as City. This Agreement replaces the Agreement for the sale and purchase of real estate dated March 17, 2015.

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, City agrees to sell and Original Purchaser agrees to purchase the following tract of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 323 S. Sixth Street, Goshen, Indiana (Sixth Street Real Estate), and more particularly described as follows:

Lot Numbered Thirty-eight (38), less and excepting the West sixty feet (60') thereof, as said lot is known and designated on the recorded Plat of Second South Addition, sometimes known as Barnes Second South Addition to Goshen; said Plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana.

And the following tract of real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 211 E. Madison Street, Goshen, Indiana (Madison Street Real Estate) and more particularly described as follows:

Sixty feet (60') off and from the West end of Lot Numbered Thirty-eight (38) as said lot is known and designated on the recorded Plat of Second South Addition, sometimes known as Barnes Second South Addition to Goshen; said Plat being recorded in Deed Record 15, page 489 in the Office of the Recorder of Elkhart County, Indiana.

The real estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition.

PURCHASE PRICE

Original Purchaser agrees to pay and City agrees to accept and acknowledges the receipt of the total sum of Fifty-Eight Thousand Dollars (\$58,000.00) for the Sixth Street Real Estate and Eighteen Thousand Five Hundred Dollars (\$18,500.00) for the Madison Street Real Estate. The City acknowledges the receipt of Three Thousand Five Hundred Dollars (\$3,500.00) to be applied toward Original Purchaser's payment for 211 E. Madison. The remaining Fifteen Thousand Dollars (\$15,000.00) will be paid at the time the title to 211 E. Madison Street is transferred to a party or parties by Original Purchaser, but no later than June 30, 2023.

CLOSINGS

Title to the Sixth Street Real Estate and the Madison Street real estate have previously been transferred to Original Purchaser.

ADDITIONAL CONSIDERATION FOR SIXTH STREET REAL ESTATE

- a) As additional consideration to induce City to sell the Sixth Street Real Estate, Original Purchaser agrees to convert the Sixth Street Real Estate into a single-family residence prior to transferring ownership to any other party or to require any subsequent owner to convert the property to a single-family residence as a condition of the sale. Property is permitted to remain as a two-unit rental until that time.
- b) Original Purchaser has executed a mortgage in favor of City in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to secure Purchaser's agreement to convert the Sixth Street Real Estate into a single-family residence. If the Original Purchaser transfers title to any new owner, the mortgage will remain in effect for the property until the property is converted back to a single-family residence.

TAXES

Original Purchaser has paid all applicable real estate taxes and assessments, including stormwater assessment, since the initial transfer took place and agrees to continue to make such payments until title to the real estate is transferred to another party on each of the two (2) parcels of real estate.

USE OF REAL ESTATE

Original Purchaser agrees to use real estate and any structure or facility on the real estate in accordance with all applicable laws and regulations of any government entity or public authority.

NON-COLLUSION CLAUSE

The Original Purchaser has not, nor has any employee, representative or agent, directly or indirectly, entered into or offered to enter into any combination of agreements relative to the price to be proposed for the Madison Street Real Estate or the Sixth Street Real Estate nor has the Original Purchaser taken any action to prevent a person from submitting a proposal; or to induce a person to refrain from submitting a proposal to purchase either parcel of real estate.

DEFAULT

- a) If either party to this agreement fails to do any act required or fails to conform to any term or condition, such party shall be considered in default as follows:

- 1) If the default is because of non-payment of any of the obligations set forth in this agreement, and the nonpayment continues for a period of thirty (30) days.
 - 2) If the default is because of any obligations other than payment, the default must continue to occur for thirty (30) days after the party in default is given written notice of default by the other party.
- b) Upon breach, the non-breaching party may seek any and all remedies available in law or in equity including the right to seek specific performance.

MISCELLANEOUS

- a) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- b) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
- c) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys fees.
- d) In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- e) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- f) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Purchaser and City.

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

Purchaser

City

By: _____
David T. Stump

Becky Hutsell, Director
Goshen Redevelopment Commission
City of Goshen, Indiana

By: _____
Sara Stump

RESOLUTION 49-2022

Approve and Authorize Execution of a LPA-Consulting Contract with Beam, Longest and Neff, LLC for Professional Engineering Services for the Blackport Drive Reconstruction

WHEREAS the City of Goshen has or will enter into a Project Coordination Contract with the State of Indiana to utilize federal funds for the reconstruction of Blackport Drive.

WHEREAS the City wishes to hire Beam, Longest and Neff LLC for Professional Engineering services for the reconstruction of Blackport Drive.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the LPA-Consulting Contract with Bean, Longest and Neff, LLC to provide professional engineering services for the Blackport Drive Reconstruction which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED THA THE Goshen Redevelopment Commission is authorized to execute the LPA-Consulting Contract on behalf of the City of Goshen.

PASSED and ADOPTED on September 13 2022

President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Redevelopment Commission

FROM: Engineering

RE: **BLACKPORT DRIVE RECONSTRUCTION – DES# 2100020
LPA/CONSULTANT PE AGREEMENT
PN: 2022-0016**

DATE: September 13, 2022

City staff have negotiated with BLN, the selected consulting firm, for professional engineering services for the Reconstruction of Blackport Drive. The maximum payable amount for the LPA-Consulting Contract shall not exceed \$936,200. The City of Goshen is responsible for 20% of the contract amount, or \$187,240.

At this time, we are requesting Redevelopment Commission's approval and execution of the LPA/Consultant Agreement with BLN for the Blackport Drive Reconstruction (Des# 2100020).

Thank you for your consideration of this request.

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 20____ (“Effective Date”) by and between the City of Goshen, Indiana, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Beam, Longest and Neff, L.L.C. (“the CONSULTANT”), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 2100020

Project Description: Blackport Drive Reconstruction and Widening, Lincoln Avenue to Monroe Street

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2027. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 936,200.00.**

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Josh Corwin, City Engineer
City of Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

Notices to the CONSULTANT shall be sent to:

James B. Longest, President
8320 Craig Street
Indianapolis, IN 46250

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

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

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the address shown in Section 23 above.
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

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

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

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Non-Collusion.

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

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

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

James B. Longest, President
(Print or type name and title)

Attest:

Signature

Dan Watson, Project Coordinator
(Print or type name and title)

Signature

Vince Turner, President
(Print or type name and title)

Signature

Andrea Johnson
(Print or type name and title)

Signature

Brian Garber
(Print or type name and title)

Brett Weddell
(Print or type name and title)

Signature

Brienne Brenneman
(Print or type name and title)

APPENDIX "A"

Services to be furnished by CONSULTANT:

1. Route Survey
 - 1.1 Perform the fieldwork as required for the route survey.
 - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
 - 1.3 Prepare and record the route survey plat.
2. Environmental
 - 2.1 Develop and document a Categorical Exclusion (CE) as falling within the guidelines of the Council on Environmental Quality regulations implementing NEPA (40 CFR 1500-1508) and FHWA regulations (23 CFR 771). Documentation as a CE includes performing services in accordance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.
 - 2.2 The following items shall be considered a change in the scope of work and cause for a supplemental agreement:
 - 2.2.1 Preparation of an Environmental Assessment/Finding Of No Significant Impact (EA/FONSI) or an Environmental Impact Statement (EIS)
 - 2.2.2 Phase Ic archaeological subsurface reconnaissance
 - 2.2.3 Phase II hazardous materials site investigation
 - 2.2.4 Hazardous materials remediation plan
 - 2.2.5 Wetland mitigation design
 - 2.2.6 Encroachment upon historic sites, publicly owned park and recreation lands, wildlife and waterfront refuges
 - 2.2.7 A finding of an adverse effect in accordance with Section 106 of the National Historic Preservation Act
 - 2.3 Prepare a Waters of the US Report for the Project.
 - 2.4 Perform services in accordance with INDOT public involvement process for federal-aid projects. The services include: advertise and document the opportunity for a public hearing; organize, schedule and hold one public hearing within the limits of the local jurisdiction (if requested).
 - 2.5 Conduct one (1) public information meeting to obtain public input regarding the Project. Services shall include scheduling and advertising the public meeting, sending meeting

notices to property owners, preparation and attendance at the meeting and preparation of the meeting summaries.

3. Road Design

3.1 Make preliminary investigations, design studies leading to the preparation of preliminary roadway plans and approximate estimates of cost.

3.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.

3.3 Furnish properly referenced horizontal and vertical control points throughout the Project.

3.4 Furnish a determination of all required right-of-way and to show same on plans

3.5 Perform a MEPDG Pavement Design for Blackport Drive. It is assumed that one pavement design will be required for the project.

4. Boardwalk Design

4.1 Make preliminary investigations, design studies leading to the preparation of a preliminary general plan or plans, and approximate estimates of cost.

4.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.

5. Soils Investigation and Report

5.1 Obtain the necessary borings and substructure explorations, and the analysis thereof, in connection with the Project.

5.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.

6. Right-of-Way Engineering

6.1 Provide last deed of record and/or title searches (as required) for each parcel involved with right-of-way acquisition.

6.2 Furnish right-of-way parcel plats for each parcel involved with right-of-way acquisition.

6.3 Furnish metes and bounds legal descriptions for acquisitions required for the Project.

6.4 Provide one set of right-of-way acquisition plans.

- 6.5 Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate points indicating the right-of-way, easements or right-of-entry for the Project.
- 6.6 Upload completed Right-of-Way Engineering packets into LRS.
7. General
 - 7.1 Prepare applications and documents to assist the LPA in obtaining permits as required from various governmental agencies. It is anticipated that one (1) IDEM 401 Permit, one (1) USACOE 404 Permit, one (1) IDNR Permit, one (1) Construction Stormwater General Permit.
 - 7.2 Coordinate with utilities, prepare utility reimbursement agreements (if necessary) and perform utility coordination during construction as required by INDOT on a federal aid project in accordance with 105-IAC-13.
 - 7.3 Coordinate with discipline leads and subconsultants, prepare monthly progress reports and prepare quarterly reports.
 - 7.4 Meet with the LPA or its representatives, when requested or necessary for consultation or conference. It is anticipated that three (3) client coordination meetings and one (1) INDOT coordination meeting will be required.
8. The CONSULTANT shall review the contract bid package pre and post advertisement and coordinate any necessary corrections with the Contracts Department.
9. Following the award of the construction Contract, the CONSULTANT will be responsible for attending the pre-construction meeting(s) (conferences). During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LPA to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. Should requests from contractor become exhaustive or extensive as mutually agreed by the LPA and the CONSULTANT, LPA will direct the CONSULTANT on how to proceed.
10. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans based on the current conditions.
11. If requested by the LPA, the CONSULTANT will have the CONSULTANT's project designer attend and participate in (1) a workshop with employees of the LPA, INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.

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

APPENDIX "B"

Information and Services to be furnished by LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Specifications and standard drawings applicable to the project.
4. Plans of existing structures within the project limits, if available.
5. Available data from the transportation planning process.
6. Utility plans available to the LPA covering utility facilities, the location of signals and underground conduits throughout the affected areas.
7. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
8. All legal services as may be required for the development of the Project.
9. Provide access, at no expense to the CONSULTANT, to LPA'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
10. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX "C"

Schedule:

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

1. The services by the CONSULTANT shall be completed within 1,825 calendar days after receipt of a notice to proceed, exclusive of review time by other agencies and pending acquisition of proposed right-of-way.
2. The CONSULTANT will keep the tracings until a time four months prior to a scheduled letting.
3. Construction Changes
 - a. Questions, clarifications, or corrections requested by LPA Construction personnel regarding the interpretation of the CONSULTANT's plans shall be addressed by the CONSULTANT within a reasonable period of time (24 hours to contact LPA and discuss plan of action) from the CONSULTANT's receipt of LPA's request.
 - b. Modifications to the plans during the construction phase due to unforeseen or unusual conditions shall be made within a reasonable period of time following receipt by the CONSULTANT of LPA's notice to proceed.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$936,200.00, (Sections A.1, A.2, A.3, A.4, A.5, A.6, A.7 and A.8 - \$921,200.00 and, Section A.9, A.10 and A.11 - \$15,000.00), unless a supplement is executed by the parties which increases the maximum amount payable.

2. The CONSULTANT shall be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:

a.	Survey	\$ 63,300.00
b.	Utility Survey	\$ 6,500.00
c.	Categorical Exclusion	\$ 63,900.00
d.	Waters of the US Report	\$ 13,100.00
e.	Public Information Meeting	\$ 18,500.00
f.	Public Hearing	\$ 17,900.00
g.	Road Design	\$337,000.00
h.	Pavement Design	\$ 8,900.00
i.	Boardwalk Design	\$ 36,500.00

The CONSULTANT shall not be paid for any service performed by LPA or not required to develop this project.

3. Amount of Payment (Geotechnical Services)

A. The CONSULTANT shall receive as payment for the work performed under this contract related to Geotechnical Services based on the specific cost per unit multiplied by the actual units of work performed.

1. Geotechnical boring and sampling, as set out herein, will be paid for in accordance with Attachment D-1.

2. The amount of \$80,487.90 for are estimates of the cost which the CONSULTANT will incur in fulfilling the requirements of Item 5 of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$88,500.00 unless and until a supplemental agreement is executed. The initial not to exceed amounts will not be exceeded without prior authorization from the LPA.

4. Compensate the CONSULTANT for the Services under Appendix "A", Item 6 (Right-of-Way Engineering), based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule. The schedule shall be renegotiated should the completion of the work extend beyond 36 months from the date of the execution of the Agreement.

<u>Item</u>	<u>Cost</u>
Right-of-Way Engineering	
Abstracting	
-20 year Residential Title Search (26 Reports)	\$ 430.00 per report
-20 year Commercial Title Search (6 Reports)	\$ 455.00 per report
-20 year Agricultural Title Search (5 Reports)	\$ 455.00 per report
-20 year Municipal Title Search (8 Reports)	\$ 480.00 per report
-Title Updates (45 Reports)	\$ 205.00 per report
R/W Plans (28 Parcels)	\$ 600.00 per parcel
Legal Descriptions (67 Descriptions)	\$1,190.00 per description
Parcel Plats (28 Parcels)	\$ 900.00 per parcel
R/W Staking (28 Parcels)	\$ 780.00 per parcel
Upload to LRS (28 Parcels)	\$ 150.00 per parcel

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that one hundred seventy seven thousand one hundred dollars (\$177,100.00) will be required to complete Right-of-Way. The CONSULTANT will contact the LPA when 80% of the fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated per parcel.

5. For the services required in accordance with Section A.7 of Appendix "A", funding will be encumbered in an amount not to exceed \$90,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".
6. If services are required in accordance with Sections A.9, A.10 and A.11 of Appendix "A", funding will be encumbered in an amount not to exceed \$15,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".

B. Method of Payment

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

Josh Corwin, City Engineer
City of Goshen
204 E. Jefferson Street
Goshen, IN 46528

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, including percentage completed and prior payments.

If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.

2. LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", except Sections A.7, A.9, A.10 and A.11, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For each pay item, and upon receipt of invoices from the CONSULTANT and the approval thereof by LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

- b. Upon approval by LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.
3. LPA, for and in consideration of the rendering of the engineering services provided for in Sections A.7, A.9, A.10 and A.11 of Appendix "A", agrees to pay the CONSULTANT in the following manner:
- a. For those services performed by the CONSULTANT, the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee, PLUS a provisional overhead rate acceptable to LPA's Division of Accounting and Control, PLUS profit, PLUS direct non-salary costs as approved by LPA. Profit will only be applied to direct salary and wages plus applicable overhead.

Each employee's reimbursable direct charge rate will be limited to \$75.69/hour. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.; however, the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current LPA policy on travel reimbursement. Profit shall equal 15.0 percent of the direct salary and wages PLUS overhead expenses attributable to this contract. The CONSULTANT shall adjust the provisional overhead rate on the invoice subsequent to receipt of a new overhead rate from INDOT, except that INDOT shall adjust this rate at the time of final payment to a rate representative of actual payroll burden and general overhead costs as determined by audit and approved by INDOT. The overhead rate shall be determined by INDOT's Division of Accounting and Control in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

- b. Payment shall be made monthly to the CONSULTANT upon submission to LPA of an invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the project during the month, number of hours worked on the project, and the hourly rate. No allowance shall

be made for overtime premium wages unless authorized in advance by LPA.

- c. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within five percent (5%) of the maximum amount payable, all work shall cease and the status will be evaluated. The work will not resume until an adjusted maximum amount payable has been determined and a supplement executed to cover the increased cost.

**Blackport Drive Reconstruction and Multi-Use Path
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 22-1024**

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>				
1.	Mobilization and field coordination			
	a. SPT Rig	1 each	\$284.00	\$284.00
	b. CPT	each	\$475.00	
	c. Mileage	280 mi	\$3.70	\$1,036.00
2.	Truck mounted borings with split spoon sampling			
	a. Standard	54 ft	\$20.00	\$1,080.00
	b. Night time	ft	\$23.60	
3.	Truck mounted borings with drilling fluid			
	a. Standard	ft	\$22.00	
	b. Night time	ft	\$26.00	
4.	Truck mounted rock core drilling			
	a. Standard	ft	\$41.00	
	b. Night time	ft	\$48.40	
5.	Truck mounted borings			
	a. Truck mounted borings through bedrock or boulders or concrete pavement			
	i. Standard	ft	\$41.00	
	ii. Night time	ft	\$48.40	
	b. Bridge deck coring and restoration			
	i. Standard	each	\$368.00	
	ii. Night time	each	\$434.00	
6.	Cone penetrometer testing			
	a. Set up			
	i. Standard	each	\$84.00	
	ii. Night time	each	\$99.00	
	b. Subsurface profiling			
	i. Standard	ft	\$13.00	
	ii. Night time	ft	\$15.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric saturation			
	a. Standard	each	\$98.00	
	b. Night time	each	\$115.00	
	ii. Penetration			
	a. Standard	ft	\$15.25	
	b. Night time	ft	\$18.00	
	iii. Pore water dissipation test			
	a. Standard	hour	\$200.00	
	b. Night time	hour	\$235.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	each	\$79.00	
	b. Night time	each	\$93.00	
	d. Profiling with shearwave velocity measurement			
	i. Standard	ft	\$17.00	
	ii. Night time	ft	\$20.00	
	e. Sample			
	i. Standard	each	\$26.00	
	ii. Night time	each	\$30.00	
7.	Hand or truck soundings			
	a. Standard	ft	\$13.25	
	b. Night time	ft	\$15.50	
8.	Hand auger drilling			
	a. Standard	ft	\$13.75	
	b. Night time	ft	\$16.25	
9.	Skid mounted borings with split spoon sampling			
	a. Standard	300 ft	\$32.00	\$9,600.00
	b. Night time	ft	\$37.75	

10.	Skid mounted borings using drilling fluid			
	a. Standard	300 ft	\$33.50	\$10,050.00
	b. Night time	ft	\$39.50	
11.	Skid mounted rock core drilling			
	a. Standard	ft	\$46.00	
	b. Night time	ft	\$54.00	
12.	Skid mounted boring through bedrock or boulders			
	a. Standard	ft	\$48.00	
	b. Night time	ft	\$56.00	
13.	Skid mounted soundings			
	a. Standard	ft	\$19.00	
	b. Night time	ft	\$22.00	
14.	Skid mounted cone penetrometer testing (CPT)			
	a. Set up			
	i. Standard	each	\$121.00	
	ii. Night time	each	\$143.00	
	b. Subsurface profiling			
	i. Standard	ft	\$18.75	
	ii. Night time	ft	\$22.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric saturation			
	a. Standard	each	\$116.00	
	b. Night time	each	\$137.00	
	ii. Penetration			
	a. Standard	ft	\$22.00	
	b. Night time	ft	\$26.00	
	iii. Pore water dissipation test			
	a. Standard	hour	\$231.00	
	b. Night time	hour	\$273.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	each	\$89.00	
	b. Night time	each	\$105.00	
	d. Profiling with shearwave velocity measurement			
	i. Standard	ft	\$26.25	
	ii. Night time	ft	\$31.00	
	e. Sample			
	i. Standard	each	\$34.00	
	ii. Night time	each	\$40.00	
15.	Furnishing of a boat			Actual Cost
16.	Barge set-up expenses			
	a. Navigable water			
	i. Barge set-up	each	\$6,300.00	
	ii. Rental of support equipment and/or boat	each	Actual Cost	
	iii. Drill rig down time	hour	\$157.00	
	b. Non-navigable water barge set-up	each	\$5,250.00	
17.	Additional disassembly and reassembly			
	a. Navigable water	each	\$2,200.00	
	b. Non-navigable water	each	\$2,000.00	
18.	Barge mounted borings with split spoon sampling	ft	\$35.00	

19.	Barge mounted rock core drilling	ft	\$48.00	
20.	Barge mounted boring through bedrock or boulders	ft	\$48.00	
21.	Barge mounted soundings	ft	\$21.00	
22.	Casing through water	ft	\$9.00	
23.	Uncased sounding through water	ft	\$6.00	
24.	Set up for borings and machine soundings			
	a. Borings and machine soundings less than 20 ft deep	15 each	\$74.00	\$1,110.00
	b. Rock core borings	each	\$126.00	
25.	Additional 2-in. split spoon sampling	24 each	\$22.00	\$528.00
26.	3-in. split spoon samples	each	\$24.00	
27.	3-in. Shelby tube samples	15 each	\$66.00	\$990.00
28.	Bag Samples			
	a. 25-lb sample	2 each	\$54.00	\$108.00
	b. 5-lb sample	4 each	\$35.00	\$140.00
29.	Field vane shear test			
	a. Standard	each	\$121.00	
	b. Night time	each	\$143.00	
30.	4 1/2-in. cased hole	ft	\$13.25	
31.	Installation of geotechnical instruments			
	a. Inclinator casing installation			
	i. Standard	ft	\$16.00	
	ii. Night time	ft	\$19.00	
	b. Piezometer installation up to 25 ft below surface	each	\$284.00	
	c. Piezometer installation deeper than 25 ft below surface	each	\$315.00	
	d. Metal protective outer cover for inclinometer and piezometer casings	each	\$132.00	
32.	Railroad expenses		Actual Cost	
33.	Twenty-four hour water levels			
	a. Field measurements per borehole			
	i. Standard	2 each	\$40.00	\$80.00
	ii. Night time	each	\$48.00	
	b. PVC slotted pipe	95 ft	\$6.50	\$617.50
34.	Borehole backfilling			
	a. 0 to 15 ft			
	i. SPT			
	a. Standard	15 each	\$150.00	\$2,250.00
	b. Night time	each	\$175.00	
	ii. CPT			
	a. Standard	each	\$49.00	
	b. Night time	each	\$57.00	
	b. More than 15 ft			
	i. SPT			
	a. Standard	570 ft	\$7.00	\$3,990.00
	b. Night time	ft	\$8.25	
	ii. CPT			
	a. Standard	ft	\$2.00	
	b. Night time	ft	\$2.40	
	c. Pavement restoration			
	i. Standard	12 each	\$65.00	\$780.00
	ii. Night time	each	\$75.00	
35.	Equipment rental		Actual Cost	\$4,000.00
36.	Traffic control			
	a. Flag crew	day	\$800.00	
	b. Equipment rental and professional traffic services		Actual Cost	\$13,500.00
	c. Flag crew with equipment	day	\$950.00	
37.	Centerline surveying		Actual Cost	
38.	Percolation Test			
	a. Granular Soils (A-1, A-2, A-3)	each	\$2,000.00	
	b. Cohesive Soils (A-4, A-5, A-6, A-7)	each	\$3,000.00	
	Subtotal (Geotechnical Field)			\$50,143.50

GEOTECHNICAL LABORATOR'

39.	Sieve analysis for soils	22 each	\$52.00	\$1,144.00
40.	Hydrometer analysis	22 each	\$61.00	\$1,342.00
41.	Sieve analysis for aggregates			
	a. Analysis by washing (AASHTO T-11)	each	\$81.00	
	b. Analysis by using (AASHTO T-27)	each	\$142.00	
42.	Liquid limit	18 each	\$41.00	\$738.00
43.	Plastic limit & plasticity index	18 each	\$30.00	\$540.00
44.	Liquid limit ratio	each	\$79.00	
45.	pH test	22 each	\$16.50	\$363.00
46.	Loss on Ignition Test			
	a. Loss on Ignition Test (Conventional)	12 each	\$26.00	\$312.00
	b. Loss on Ignition Test (Sequential)	each	\$55.00	
	c. Organic content based on calorimeter	each	\$26.00	
47.	Topsoil tests			
	a. Phosphorus test	4 each	\$23.00	\$92.00
	b. Potassium test	4 each	\$23.00	\$92.00
48.	Moisture content test			
	a. Moisture content test (conventional)	220 each	\$7.25	\$1,595.00
	b. Moisture content test (microwave)	each	\$9.00	
49.	Expansion index of soils	each	\$247.00	
50.	Specific gravity test	each	\$38.00	
51.	Unit weight determination	9 each	\$19.00	\$171.00
52.	Hydraulic conductivity test			
	a. Constant head	each	\$247.00	
	b. Falling head	each	\$300.00	
53.	Unconfined compression test on soils & rocks			
	a. Unconfined compression test (soils)	12 each	\$50.00	\$600.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	each	\$125.00	
	c. Point load strength index of rock	each	\$55.00	
54.	Compressive strength and elastic moduli of intact rock			
	a. Compressive strength of intact rock	each	\$120.00	
	b. Elastic moduli of intact rock	each	\$452.00	
55.	Consolidation test	each	\$500.00	
56.	Triaxial Test			
	a. Unconsolidated - Undrained (UU)	each	\$375.00	
	b. Consolidated - Undrained (CU)	each	\$550.00	
	c. Consolidated - Drained (CD)	each	\$775.00	
	d. Pore pressure measurement with a. or b. and use of back pressure for saturation	each	\$260.00	
57.	Direct shear test	each	\$575.00	
58.	Moisture -density relationship test			
	a. Standard Proctor	2 each	\$150.00	\$300.00
	b. Modified Proctor	each	\$165.00	
59.	Soil Support Testing			
	a. Subgrade Resilient Modulus on remoulded soils	each	\$660.00	
	b. Resilient modulus on Shelby tube	1 each	\$420.00	\$420.00
60.	Collapse potential evaluation test			
	a. Cohesive or expansive soils	each	\$500.00	
61.	Water soluble sulfate test	2 each	\$110.00	\$220.00
62.	Water soluble chloride test	each	\$110.00	
63.	Soil resistivity test	each	\$150.00	
64.	Rock durability tests			
	a. Slake durability index test	each	\$140.00	
	b. Jar slake test	each	\$15.00	
			Subtotal (Geotechnical Laboratory)	\$7,929.00

CONSTRUCTION INSPECTION AND MONITORING

74.	Pressure meter testing services	day	\$1,800.00	
75.	Mobilization of testing equipment	LS	\$200.00	
77.	Integrity testing		Actual Cost	
79.	Dynamic pile analysis	each	\$1,100.00	

81.	Dynamic pile load test		Actual Cost	
82.	CAPWAP-C analysis	each	\$600.00	
			Subtotal (Construction Inspection and Monitoring)	

PAVEMENT INVESTIGATION

88.	Mobilization of coring equipment	LS	\$225.00	
89.	Mobilization mileage for coring equipment	mi	\$2.00	
90.	Pavement core (partial depth)	each	\$140.00	
91.	Pavement core (full depth)			
	a. Standard	3 each	\$215.00	\$645.00
	b. Night time	each	\$255.00	
92.	Subbase sample	3 each	\$66.00	\$198.00
93.	Cement concrete pavement core density determination	each	\$36.00	
94.	Cement concrete core compressive strength test	each	\$35.00	
95.	Bituminous extraction test	each	\$90.00	
96.	Sieve analysis of extracted aggregate test	each	\$61.00	
97.	Recovery of asphalt from solution by Abson method	each	\$378.00	
98.	Theoretical maximum specific gravity test	each	\$80.00	
99.	Bulk specific gravity test	each	\$35.00	
100.	Air voids calculation	each	\$31.00	
101.	Core report	3 each	\$65.00	\$195.00
			Subtotal (Pavement Investigation)	\$1,038.00

¹ For items 1d, 1e, 36d, 65 through 73, 76, 78, 80, 83 through 87 and 102 please refer to separate hourly rate schedule.

Summary of Fees

Geotechnical Field	\$50,143.50
Geotechnical Laboratory	\$7,929.00
Construction Inspection and Monitoring	
Pavement Investigation	\$1,038.00
Engineering and Coordination (See Separate Fee Schedule)	\$21,377.40
Estimated Total	\$80,487.90

**Blackport Drive Reconstruction and Multi-Use Path
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 22-1024**

Appendix "A"	Designation/Classification	PROJECT TEAM HOURS											Reimbursable Expenses	Totals		
		Engineering Staff					Non-Engineering Staff					CADD				
		Sr.Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer	Geologist	Engineering Technician	Drilling Manager	Drilling Coordinator	Field Person	CADD Technician				
Items	Tasks/Base Hourly Rate (\$)	\$191.69	\$152.05	\$143.34	\$128.34	\$105.39	\$113.24	\$78.43	\$114.61	\$79.47	\$87.85	\$91.60				
Geotechnical Field	1d	Marking test borings and pavement core locations (Boring/coring layout)								16				\$180.40	\$2,014.16	
		Field checks, coordinationg the field work with utilities and sub contractors		8							4			\$114.80	\$1,649.08	
		Obtaining required permits									2				\$158.94	
1e	Coordination with Property owners		2								4				\$621.98	
	Crop damage															
Traffic Control	36d	Coordinating field work with Traffic control sub-contractor									4				\$317.88	
Geotechnical Report, Final Check Print and Foundation Review	65	Review of Historical Documents & Current Plans		2		2									\$560.78	
		Prepare Exploratory Program, Review and Concurrence with INDOT	4	8											\$1,983.16	
		Assign Laboratory Tests		2		4										\$817.46
		Prepare gINT boring Logs						16	4							\$2,125.56
		Review Boring Logs and Lab test data (QC/QA)		4		8										\$1,634.92
		Prepare Roadway subsurface Profiles														
		Prepare Bridge subsurface profiles														
		Preparation of geotechnical recommendations, report, appendices and concurrence with INDOT.														
		a. Without Soil Subgrade Investigations.	4	8		16								8		\$4,769.40
		b. With Soil Subgrade Recommendations.														
c. Soil Subgrade Recommendations (ONLY).																
d. Soil Profile Drawing																
e. Development of Uniques Special Provisions.																
		Foundation review														
		Final Check Prints	2	2										\$687.48		
	66	Geotechnical Data Report & Technical memoranda for DB, DBBV & PPP projects														
Geotechnical Analysis	67	Settlement Analysis And Recommendations For Embankment														
		a. Proposed Embankment														
			b. Proposed and Existing Embankment.													
	68	Ground Modification Design														
	69	Slope Stability Analysis														
	70	Bridge Foundation Analysis And Recommendations														
		a. Spread foundation														
		b. Deep foundation	4	8		16									\$4,036.60	
		c. Settlement analysis for bridge pier foundation (i, ii, iii)														
			d. Foundation on Bedrock													
71	Retaining Structure Analysis And Recommendations															
	a. Conventional Retaining Structure															
	i. Spread Foundation															
	ii. Deep Foundation															
	iii. Settlement Analysis For Retaining Wall Foundations															
	b. Pile Retaining Structure Analysis And Recommendations															
	i. Free Standing Structure															
	ii. Retaining Structure With Tie-Back System															
	c. Drilled-In-Pier Retaining Structure Analysis															
	i. Free-Standing Structure															
ii. Retaining Structure With Tie-Back System																
		d. Soil Nailing Wall														
72	Seepage Analysis															
73	Deep Dynamic Compaction Analysis															
Construction Inspection & Monitoring	76	Monitoring Geotechnical Instrumentation														
		a. Monitoring Geotechnical Instrumentation														
			b. Field Inspector													
	78	Field Compaction Testing														
a. Dynamic Cone Penetration (Dep) Test																
		b. Light Weight Deflectometer (Lwd)														
80	Static Load Test															
83	Final Construction Inspection Report															
Foundation Evaluation by Non-Destructive Methods	84	Foundations														
Geophysical Investigations	85	Geophysical Investigations														
Geotechnical Project Management (For Lead Geotechnical Consultant Only)	86	Project Management														
		a. Project Coordination														
			b. Project Website													
	87	Geotechnical Review														
a. Structure Report																
		b. Roadway Report														
Pavement Investigation	102	Pavement Analysis And Report														
		Totals	14	44		46		16	4	16	14		8	\$295.20	\$21,377.40	



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

May 27, 2021

James B. Longest
Beam, Longest, & Neff, LLC
8320 Craig Street
Indianapolis, IN 46250

Dear Mr. Longest:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of Beam, Longest, & Neff, LLC as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2020 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

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

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

Corporate: 186.52%
Facilities Capital Cost of Money (FCCM): 0.16%

Yours truly,

A handwritten signature in cursive script that reads "Penny Royer-Pitcock".

Penny Royer-Pitcock,
External Auditor

CITY OF GOSHEN, INDIANA

Blackport Drive Reconstruction and Widening
Lincoln Avenue to Monroe Street
Des. No. 2100020

FEE JUSTIFICATION

BEAM, LONGEST AND NEFF, L.L.C.
8320 Craig Street
Indianapolis, Indiana 46250
317-849-5832
(FAX) 317-841-4280

July 2022



SCOPE OF WORK

Blackport Drive Reconstruction and Widening
Lincoln Avenue to Monroe Street
Des. No. 2100020

PROJECT MANAGEMENT

Project Management: BLN will manage the project, coordinate with discipline leads, Owner and INDOT, and communicate regularly with the INDOT project manager. BLN will perform the following activities:

- Coordinate with INDOT disciplines
- Project/Task Management
- Quarterly Reports
- Subconsultant Coordination

DESIGN SURVEY

General Requirements: BLN will perform the field work as required for the route survey, determine the existing right-of-way and apparent property lines. In addition, BLN will prepare and record the route survey plat.

Project Limits and Survey Coverage: The anticipated survey limits are listed below:

Blackport Drive

- Begin at Monroe Street and continue north 3,700 feet to Lincoln Avenue (survey width is 75 feet each side of centerline).

Monroe Street

- Begin at 250 feet west of Blackport Drive and continue east 500 feet (survey width is 75 feet each side of centerline).

Lincoln Avenue

- Begin at 200 feet west of Blackport Drive and continue east 400 feet (survey width is 75 feet each side of centerline).

Dykstra Street

- Begin at 150 feet west of Blackport Drive and continue east 300 feet (survey width is 75 feet each side of centerline).

Utility Survey

- A second trip to locate marked utilities is needed after the project's utility coordination begins.

Assumptions:

- SUE is not included in the fee proposal, but can be supplemented to add at the request of the Owner.

ENVIRONMENTAL SERVICES

Categorical Exclusion: In order to qualify for federal funding, a Categorical Exclusion (CE) Level 4 is required under the National Environmental Policy Act (NEPA) and associated Federal Highway Administration (FHWA) and Indiana Department of Transportation (INDOT) requirements. The CE 4 is based upon the preliminary engineering information and the following assumptions:

R-O-W - Permanent R-O-W greater than 0.5 acre is anticipated.

Through Lanes - No additional through lanes are proposed.

New Alignment - No new alignment is required.

Wetlands – Wetland impacts greater than 1.0 acre are anticipated.

Stream Impacts - Stream impacts greater than 300 linear feet are not anticipated.

Section 4(f) and 6(f) - No Section 4(f) or 6(f) impacts are anticipated.

Section 106 – Full Section 106 evaluation is anticipated. The full Section 106 evaluation will include development of an Area of Potential Effect (APE) and development of an Historic Properties Report (HPR) and 800.11 Assessment of Effects documentation. A Phase IA Archaeological Records Check and Field Reconnaissance is anticipated.

Noise – A noise analysis will not be required.

Threatened and Endangered Species - The project is not likely to adversely affect any threatened or endangered species.

Sole Source Aquifer – The presence of a sole source aquifer is not anticipated.

Karst – No karst features are anticipated.

Waters of US Report: A Waters of the U.S. Report (WOUSR) will be developed to identify jurisdictional wetlands, streams and ditches within the project area. The results of the WOUSR will be included as part of the environmental document and will be included as part of the Section 401 and Section 404 permit application submittal.

Note: Wetland Mitigation is not included in this proposal. If needed, the contract will require a supplement.

PUBLIC INVOLVEMENT

Public Hearing: The proposed right-of-way impacts will require the opportunity for a public hearing that will be afforded in accordance with the INDOT Public Involvement Process. BLN will conduct one (1) public hearing within the limits of the local jurisdiction.

Public Information Meeting: BLN will conduct one (1) public information meeting to obtain public input regarding the project.

ROAD PLAN DEVELOPMENT

Road Design: The project includes the reconstruction of Blackport Drive and the installation of a new 10 to 12-foot concrete sidewalk along the west side of the Blackport Drive from Lincoln Avenue to Monroe Street. It is anticipated that the alignment will generally follow the existing centerline.

The proposed improvements will be designed in accordance with the Indiana Design Manual's Geometric Design Criteria for Urban Collector, New Construction of Reconstruction for an Intermediate area type per Figure 53-8. The design speed to be used for the roadway improvements will be 30 MPH. Documents will be developed in accordance with Section 14-2.03 of the Indiana Design Manual. No design exceptions are expected at this time and are not included in the scope of services. If design exceptions are deemed necessary, a supplement will be required.

It is currently anticipated that 20 curb ramps will be required where the pedestrian access route intersects a commercial driveway or approach that is controlled by a stop or yield condition. Coordination with INDOT's ADA Committee for curb ramp technical infeasibility and/or technical inquiries is anticipated and will be required for any deviation from ADA requirements due to this project utilizing federal funds.

Existing drainage utilizes a combination of curb and gutter with inlets, paved ditches and grass swales to convey drainage. Proposed drainage will utilize an enclosed storm sewer system which is anticipated to be set up with dual trunk lines running along each side of the roadway. It is anticipated that the system will outlet at multiple locations along the length of the project. Curb turnouts and enclosed storm sewer are anticipated.

Lighting will be included in this project. Coordination with NIPSCO on relocated utility poles will be required for design. It is assumed that the lighting will be put on NIPSCO facilities and formal lighting design will not be required.

Stationing of the project will be based on the most recently established alignment developed during the topographic survey completed by BLN.

It is anticipated that the following submittals will be made:

- Stage 1
- Preliminary Field Check
- Stage 2
- Final Field Check
- Stage 3
- Final Tracings

Pavement Design: A MEPDG pavement design will be required for the project. It is assumed that one (1) pavement design will be required.

Culvert Design: There is an existing 18-inch culvert crossing under Blackport Drive. BLN will perform a watershed delineation and culvert sizing and design to replace the existing structure. It is not expected that the proposed culvert will be very large to the limitations of existing grade. The expected size will be determined by design but a pair of small elliptical pipes are expected to replace the existing culvert.

Maintenance of Traffic: A maintenance of traffic plan will be developed for the project. Access to driveways on the north side of the project will be maintained during the project.

Boardwalk Design: The City has requested the consideration for a boardwalk trail design for the southern 1900 feet of the project on the west side of the roadway. This location is in wetlands, bad soils and in the floodway/floodplain. The structural work will include design and detailing of the boardwalk and foundations. Final design will be considered once the geotechnical information is provided.

GEOTECHNICAL

Geotechnical: See attached sub consultant proposal for detailed scope of work.

PERMITS

Permits: BLN will prepare the applications and documents to assist the City in obtaining permits from various governmental agencies. It is anticipated that the following permits will be required for the project:

- Construction Stormwater General Permit – formerly known as Rule 5 Permit
- IDEM 401 Permit
- USACOE 404 Permit
- IDNR Construction in a Floodway Permit



It is assumed that the 404 and 401 Permits will be Individual.

UTILITY COORDINATION

Utility Coordination: BLN will provide the coordination necessary to prepare documents for utility relocations. It is assumed that utilities will be impacted by the project (reimbursements are anticipated) and utility coordination during construction will be required. See attached man hours for a list of the anticipated work tasks.

MEETINGS

Meetings: BLN will meet with the City when requested or necessary for consultation or conference. It is assumed that three (3) client coordination meetings with the City and one (1) coordination meeting with INDOT will be required during the duration of the Project.

RIGHT-OF-WAY ENGINEERING

Right-of-Way Engineering: It is anticipated that twenty eight (28) parcels will be affected by the construction. BLN will perform the following services for each parcel involved with right-of-way acquisition:

- Provide the last deed of record and/or title research
- Prepare parcel plats, legal descriptions and right-of-way plans
- Perform right-of-way staking services
- Upload R/W Engineering packets to LRS

It is assumed that section corners will be perpetuated by others.

CONSTRUCTION PHASE SERVICES

Construction Phase Services: Following the award of the construction contract, BLN will provide as needed services during the course of construction. The services may include but are not limited to the following:

- Attend pre-construction meetings or conferences
- Respond to inquiries concerning the accuracy or intent of the plans
- Coordinate with the Owner, INDOT and the contractor and revise the plans as needed in the event that unforeseen or unusual conditions arise during construction
- If requested, participate in workshops with employees of the Owner, INDOT and contractor



FEE SUMMARY

Blackport Drive Reconstruction and Widening
Lincoln Avenue to Monroe Street
Des. No. 2100020

• Survey	\$ 63,300.00
• Utility Survey	\$ 6,500.00
• Categorical Exclusion	\$ 63,900.00
• Waters of the US Report	\$ 13,100.00
• Public Information Meeting	\$ 18,500.00
• Public Hearing	\$ 17,900.00
• Road Design	\$337,000.00
• Boardwalk Design	\$ 36,500.00
• Pavement Design	\$ 8,900.00
• Geotechnical (Actual Cost + 10%)	\$ 88,500.00
• Project Management, Permits, Meetings & Utility Coordination (Hourly NTE)	\$ 90,000.00
• Right-of-Way Engineering (Per Unit)	\$177,100.00
• Construction Phase Services (Hourly NTE)	<u>\$ 15,000.00</u>
Total	\$936,200.00

FEE JUSTIFICATION EXHIBIT
 MANHOURS BY CLASSIFICATION

Route Survey

OWNER: City of Goshen
 PROJECT: Blackport Drive
 DESCRIPTION: Monroe Street to Lincoln Avenue

Manhours by Classification									
Task	Land Surveyor	Land Surveyor	Survey Tech	Survey Tech			Survey Tech		Total
Mobilization & Demobilization		2.0	15.0	15.0			2.0		34.0
Vertical control			8.0	8.0					16.0
Horizontal control & hub line			16.0	16.0					32.0
Blackport Drive			60.0	60.0					120.0
Monroe Street			6.0	6.0					12.0
Lincoln Avenue			6.0	6.0					12.0
Dykstra Street			4.0	4.0					8.0
Property surveys			8.0	8.0					16.0
									0.0
Calculations		40.0							40.0
Initial research							12.0		12.0
Utility coordination							8.0		8.0
Layout, design, drafting							40.0		40.0
Project management	16.0								16.0
Route Survey Plat									0.0
QAQC	8.0	8.0	4.0	4.0					24.0
Total Hours	24.0	50.0	127.0	127.0			62.0		390.0
Billing Rate	\$55.17	\$55.17	\$41.07	\$41.07			\$41.07		
Total Labor	\$1,324.08	\$2,758.50	\$5,215.89	\$5,215.89			\$2,546.34		\$17,060.70
Overhead (186.52%)									\$31,821.62
Labor + Overhead									\$48,882.32
Profit (15%)									\$7,332.35
FCCM (0.16%)									\$27.30
Subtotal									\$56,241.96
Direct Non-Salary Costs									\$7,083.40
Total									\$63,325.36
USE									\$63,300.00

**FEE JUSTIFICATION EXHIBIT
DIRECT NON-SALARY COSTS
Route Survey**

OWNER : City of Goshen
PROJECT : Blackport Drive
DESCRIPTION : Monroe Street to Lincoln Avenue

	Task			X	Y	Total
	Mileage:					
Route Survey	(X miles/round trip) x (Y trips) x (\$0.49/mile) =			320	20	\$3,136.00
Survey PD	(X miles/round trip) x (Y trips) x (\$0.49/mile) =			320	3	\$470.40
Route Survey	(X miles/round trip) x (Y trips) x (\$0.49/mile) =			10	30	\$147.00
	Lodging:					
Route Survey	(X men) x (Y nights) x (\$100.00/night) =			2	12	\$2,400.00
Survey PD	(X men) x (Y nights) x (\$100.00/night) =					\$0.00
	Per Diem					
Route Survey	(X men) x (Y Days) x (\$26.00 / Day) =			2	15	\$780.00
Survey PD	(X men) x (Y Days) x (\$26.00 / Day) =					\$0.00
	Other Disciplines:					
Survey PD	Deed Copies (X copies) x (\$Y per copy)			150	1	\$150.00
	Aerial Photos			*	*	\$0.00
Route Survey	Aerial Mapping			*	*	\$0.00
	Total					\$7,083.40
	USE					\$7,083.40

FEE JUSTIFICATION EXHIBIT
 MANHOURS BY CLASSIFICATION

Utility Survey

OWNER: City of Goshen
 PROJECT: Blackport Drive
 DESCRIPTION: Monroe Street to Lincoln Avenue

Manhours by Classification									
Task	Land Surveyor	Land Surveyor	Survey Tech	Survey Tech			Survey Tech		Total
Mobilization & Demobilization			5.0	5.0					10.0
									0.0
Horizontal control & hub line			3.0	3.0					6.0
									0.0
Utility Survey			8.0	8.0					16.0
									0.0
									0.0
									0.0
Calculations		2.0							2.0
									0.0
Utility coordination							2.0		2.0
Layout, design, drafting							2.0		2.0
Project management	2.0								2.0
									0.0
QAQC	1.0								1.0
Total Hours	3.0	2.0	16.0	16.0			4.0		41.0
Billing Rate	\$55.17	\$55.17	\$41.70	\$41.70			\$41.70		
Total Labor	\$165.51	\$110.34	\$667.20	\$667.20			\$166.80		\$1,777.05
Overhead (186.52%)									\$3,314.55
Labor + Overhead									\$5,091.60
Profit (15%)									\$763.74
FCCM (0.16%)									\$2.84
Subtotal									\$5,858.19
Direct Non-Salary Costs									\$637.20
Total									\$6,495.39
USE									\$6,500.00

**FEE JUSTIFICATION EXHIBIT
DIRECT NON-SALARY COSTS
Utility Survey**

OWNER : City of Goshen
PROJECT : Blackport Drive
DESCRIPTION : Monroe Street to Lincoln Avenue

	Task			X	Y	Total
	Mileage:					
Route Survey	(X miles/round trip) x (Y trips) x (\$0.49/mile) =			320	2	\$313.60
Survey PD	(X miles/round trip) x (Y trips) x (\$0.49/mile) =					\$0.00
Route Survey	(X miles/round trip) x (Y trips) x (\$0.49/mile) =			10	4	\$19.60
	Lodging:					
Route Survey	(X men) x (Y nights) x (\$100.00/night) =			2	1	\$200.00
Survey PD	(X men) x (Y nights) x (\$100.00/night) =					\$0.00
	Per Diem					
Route Survey	(X men) x (Y Days) x (\$26.00 / Day) =			2	2	\$104.00
Survey PD	(X men) x (Y Days) x (\$26.00 / Day) =					\$0.00
	Other Disciplines:					
Survey PD	Deed Copies (X copies) x (\$Y per copy)					\$0.00
	Aerial Photos			*	*	\$0.00
Route Survey	Aerial Mapping			*	*	\$0.00
	Total					\$637.20
	USE					\$637.20

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION**

CATEGORICAL EXCLUSION - LEVEL 4

OWNER: City of Goshen

PROJECT: Des. No. 210020 Blackport Drive From Monroe Street to Lincoln Avenue - Elkhart County

DESCRIPTION: Road Reconstruction & Multi-Use Path

Task	Man-hours by Classification		
	SENIOR EA	ENVIRON ANALYST	TOTAL HOURS
Initiate Data Collection and Issue Survey Notices		4	4
Field inspection of project area	12	12	24
Conduct red flag environmental survey of project area.	2	16	18
Identification of Area of Potential Effect (APE) (By Subconsultant)		0	0
Identification of Consulting Parties (By Subconsultant)		0	0
Identification of NRHP Properties (By Subconsultant)		0	0
Develop Coordination with USFWS for Indiana and Northern Long-eared bat		12	12
Prepare Early Coordination for Regulatory Agencies and Consulting Parties	6	24	30
Develop environmental constraints/resources map of project area		6	6
Develop Purpose and Need and alternates for evaluation	2	4	6
Initiate archaeological reconnaissance (By Subconsultant)	2	0	2
Review Assessment of Effects documentation		4	4
Review Preliminary Effect Finding and submit to FHWA for approval (By Subconsultant)		4	4
Coordinate Final Effect Finding with Consulting Parties		4	4
Evaluate Environmental Considerations			
Streams, rivers, watercourses, jurisdictional ditches and other surface waters		4	4
Wetlands		4	4
Onsite meeting with US Army Corps of Engineers (USACOE) to confirm wetland delineations (not necessary)		0	0
Terrestrial Habitat		4	4
Karst Data		2	2
Threatened or Endangered Species		4	4
Drinking Water Resources		4	4
Floodplains/Floodways		4	4
Farmland		4	4
Section 4(f)/6(f) Resources Evaluation		4	4
Air Quality		2	2
Noise Analysis (Type 1 project)		4	4
Community Impacts		4	4
Environmental Justice		4	4
Displacement of People, Businesses or Farms		4	4
Hazardous Materials		2	2
Permits/Waters of the US Determination/Coordination with INDOT		2	2
Mitigation Measures	6	10	16
Prepare Draft Categorical Exclusion (CE) and submit to INDOT and FHWA for review	20	40	60
QA/QC Review	6	4	10
Prepare Commitments Summary Form For District (Excel Spreadsheet)		6	6
Revise CE per INDOT and FHWA comments	4	16	20
Updated bat inspection		12	12
Public Involvement Opportunity		4	4
Request for Public Involvement Certification		2	2
Distribution of CE		2	2
Total Hours	60	242	302
Hourly Rate	\$62.00	\$29.61	
Total Labor	\$3,720.00	\$7,165.62	\$10,885.62
Overhead (186.52%)			\$20,303.86
Labor + Overhead			\$31,189.48
Profit (15%)			\$4,678.42
FCCM (.16%)			\$17.42
Direct Non-Salary Costs			\$28,051.00
TOTAL			\$63,936.32
USE			\$63,900.00

**CATEGORICAL EXCLUSION
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.49/mile) =	300	1	\$0.49	\$147.00
LODGING AND PER DIEM				
(X nights) x \$89.00/night x (z people) =	*	\$100.00	*	\$0.00
(X nights) x \$26.00/night x (z people) =	*	\$26.00	*	\$0.00
COPIES: ENVIRONMENTAL DOCUMENT				
(8.5 x 11) (X sets) x (Y pages/set) x (\$0.15/page)	10	150	\$0.15	\$225.00
Postage				\$100.00
SUBCONSULTANTS				
Section 106 Consultation - Above Ground				\$13,779.00
Archaeological Records Review and Phase Ia Survey - \$7,800.00 - \$2,000.00 per archaeological site found - Assume no more than 3 sites.				\$13,800.00
TOTAL				\$28,051.00

**SCOPE OF WORK FOR
A HISTORIC PROPERTY SURVEY
AND SECTION 106 SERVICES FOR THE
BLACKPORT DRIVE RECONSTRUCTION AND WIDENING
PROJECT
IN ELKHART COUNTY, INDIANA**

June 24, 2022

Submitted to:

Brian Shaw

Environmental Analyst

Beam, Longest, & Neff, LLC

o: 317.849.5832, c: 317.709.3440

bshaw@b-l-n.com

Project Identification

Blackport Drive Reconstruction and Widening (INDOT DES No. 2100020)

At the request of Beam, Longest, and Neff, LLC (BLN), Cultural Resource Analysts, Inc. (CRA) is providing a proposed scope of work for the completion of a Historic Property Survey and Section 106 documentation and related services for the Blackport Drive Reconstruction and Widening Project in Goshen, Elkhart County, Indiana. The project involves the reconstruction of Blackport Drive from Lincoln Avenue to Monroe Street and the installation of a new 10 to 12-foot concrete sidewalk along the west side of Blackport Drive from Lincoln Avenue to Monroe Street. It is anticipated that the alignment will generally follow the existing centerline. Right-of-Way is expected along both sides of the project. Curb ramps will be necessary and included in the design documents where the pedestrian access route intersects a commercial driveway or approach that is controlled by a stop or yield condition. It is currently anticipated that 20 curb ramps will be required. Existing drainage utilizes a combination of curb and gutter with inlets, paved ditches and grass swales to convey drainage. Proposed drainage will utilize an enclosed storm sewer system which is anticipated to be set up with dual trunk lines running along each side of the roadway. It is anticipated that the system will outlet at multiple locations along the length of the project. Curb turnouts and enclosed storm sewer are anticipated. Lighting will be included in this project. Coordination with NISPCO on relocated utility poles will be required for design. Because the proposed project is located adjacent to a potentially-National Register-eligible property and new lighting will be installed as part of the project, the full Section 106 process may be implemented.

Area of Potential Effects

CRA will work with BLN and the Indiana Department of Transportation Cultural Resources Office (INDOT-CRO) to determine an appropriate area of potential effects (APE) for the project in consideration of potential direct and indirect effects arising from the project. At this time, based on limited project data, CRA anticipates that an indirect APE including 250 ft to either side of the study corridor will be sufficient. CRA will confirm the appropriateness of the APE with INDOT-CRO prior to the initiation of fieldwork based on the level of information available upon notice to proceed.

Early Coordination Letter

Upon notice to proceed, CRA will prepare a list of potential consulting parties and the early coordination letter, which will include a brief description of the project and an invitation to participate in the Section 106 process. The letter will be accompanied by maps of the project area. CRA will submit the early coordination materials to BLN for review and approval. Following approval by BLN and acceptance by INDOT, CRA will be responsible for posting the materials to INSCOPE and delivering a hardcopy to the Indiana Division of Historic Preservation and Archaeology (DHPA).

File Search/Archival Research

CRA will complete a file search of National Register of Historic Places (NRHP), the State Historic Architectural and Archaeological Research Database (SHAARD), and the Indiana Historic Buildings, Bridges, and Cemeteries Map for information on known aboveground resources. All information on previously recorded above-ground resources occurring in the vicinity of the APE will be examined.

Field Research

The field survey will be conducted in accordance with the guidance provided in the *Indiana Cultural Resources Manual* (Indiana Department of Transportation) and *National Register Bulletin No. 24: Guidelines for Local Surveys: A Basis for Preservation Planning* (National Park Service). The field survey will involve the documentation of all aboveground resources 50 years or older. The documentation will include mapping, photography, and verbal descriptions of properties located in the Each individual building will be addressed briefly but the discussion will largely focus on the overall district.

Historic Property Report

The Historic Property Report will be prepared according to the specifications in the *Indiana Cultural Resources Manual*. In accordance with the manual, if none of the identified resources warrant at least a Contributing rating, a Short Historic Property Report will be prepared; otherwise, a Full Historic Property Report will be prepared. The report will include a description of the proposed project, a project methodology, and an evaluation of identified aboveground resources in the APE. The draft HPR will be provided to BLN for review prior to submission to the INDOT-CRO office for review. CRA will address all comments/corrections received from INDOT-CRO and submit a revised report for approval. Once approved by INDOT-CRO, CRA will be post the HPR to INSCOPE, distribute to consulting parties, and provide a hardcopy to the DHPA.

800.11/Findings Documentation

Once the project has progressed to a sufficient stage, a “No Historic Properties Affected”, “No Adverse Effect”, or “Adverse Effect” finding and 800.11(e) documentation will be prepared. This document will be submitted to BLN for review and approval before sending it to the INDOT-CRO. CRA will address all comments/corrections received from INDOT-CRO and submit a revised documentation packet for approval. Once approved by INDOT-CRO, CRA will post the materials to INSCOPE and provide a hardcopy to the DHPA. CRA will be responsible for coordinating the publication of a public notice for the effect finding in a local newspaper.

Assumptions

- No in-person meetings are included in the scope of work.
- Client will provide electronic mapping and any necessary information, including any project analysis information for inclusion in the Historic Property Report, in a timely fashion. Client will provide an appropriate project description for inclusion in all early coordination letters and other Section 106 documentation.

- INDOT and the DHPA will concur with the approach and APE for the project.
- The project will likely result in a “No Adverse Effect” Finding.
- CRA will not be required to make any formal presentations.
- This scope assumes no Memorandum of Agreement (MOA) or mitigation will be required. If such tasks are required, CRA can assist BLN for an additional fee.

Schedule

CRA will begin identifying consulting parties and preparing early coordination materials upon notice to proceed. Draft ECLs will be provided to BLN within 10 days of notice to proceed. Records review and fieldwork will be completed within 15 days of receiving concurrence from INDOT on the APE. The Historic Property Report will be submitted within 30 days following completion of fieldwork. Submissions to INDOT and posting to IN SCOPE will be dependent upon the timeliness of reviews from BLN and INDOT-CRO. CRA is committed to working with both to expedite the completion of the Section 106 process to the extent possible.

Fee

The described services can be completed for the lump sum of **\$13,779.00**.

For Cultural Resource Analysts, Inc.:

Signed: _____



Andrew V. Martin, MA, RPA
Director of Operations—Indiana
812.253.3009
amartin@crai-ky.com

PROPOSAL FOR A PHASE IA ARCHAEOLOGICAL SURVEY IN ELKHART COUNTY, INDIANA

June 23, 2022

Submitted to:

Brian Shaw

Environmental Analyst

Beam, Longest, & Neff, LLC

o: 317.849.5832, c: 317.709.3440

bshaw@b-l-n.com

Project Identification

Blackport Drive Reconstruction (DES 2100020)

At the request of Beam, Longest and Neff, Cultural Resource Analysts, Inc. (CRA) is providing a scope of work for a phase Ia archaeological survey for the proposed road reconstruction along Blackport Dr. in Goshen, Elkhart County, Indiana. It is anticipated that the area of potential effects for archaeology will include no more than approximately 10 acres of undisturbed land that would require archaeological survey.

Scope of Services

The records review and phase Ia archaeological reconnaissance survey will be conducted in accordance with the *Draft Guidebook for Indiana Historic Sites and Structures Inventory – Archaeological Sites* issued by the Indiana Division of Historic Preservation and Archaeology (DHPA).

Records Review

According to the DHPA guidelines, prior to the field survey a review of the archaeological site files on the State Historic Architecture and Archaeological Database (SHAARD) will be completed for the proposed project area and a one-mile buffer. A preliminary review of SHAARD did not identify any archaeological sites or cemeteries within or adjacent to the project area.

Phase Ia Investigation

The field investigation will consist of an intensive survey of the proposed surface disturbance following standard archaeological methods (i.e., pedestrian and shovel test survey). The portions of the project area that crosses terrain with good surface visibility (for example plowed/cultivated fields) will be subject to pedestrian survey. This entails a walking, visual inspection of the ground surface to identify historic and prehistoric artifacts/features at 10 m intervals. Portions of the project that are located on relatively flat terrain with poor surface visibility will have to be shovel tested. This assessment method requires the excavation of screened shovel tests measuring 35 cm in diameter at intervals of 15 m. Any previously recorded or new archaeological sites found within the survey area will be recorded following current DHPA guidelines.

Deliverables

If no archaeological sites are discovered during the phase Ia survey, the investigation will be documented in an Indiana Archaeological Survey Short Report. If archaeological sites, including isolated finds or previously recorded sites, are investigated, a complete written report following guidance provided in the current *Guidebook for Indiana Historic Sites and Structures Inventory*—

Archaeological Sites will be prepared. The report will describe all archaeological sites located during the study and make recommendations for their treatment in relation to potential impacts. In addition, site survey forms will be prepared and submitted to the DHPA for each archaeological site recorded.

The report will be provided in PDF format and submitted electronically to the client and INDOT. CRA will make one set of revisions to the report requested by the client or agencies. One hard copy of the report will be produced and submitted to DHPA after INDOT approval.

Schedule

CRA can complete the records review, fieldwork, and report within 40 to 60 days of receiving a notice to proceed from HNTB. The specific schedule includes:

- Records review and fieldwork completed within 20 to 30 days of a notice to proceed.
- A summary of the fieldwork results reported to the client within one day after the fieldwork.
- The report of the investigation submitted within 20 to 30 days following the completion of fieldwork. Report completion times vary depending upon the results of the fieldwork.

Fee

Considering the assumptions below, an archaeological records review and phase Ia survey will be completed for a base fee of **\$7,800**. If any archaeological sites are discovered during the survey, a fee of \$2,000 per site may be used to cover additional reporting and curation fees required by state guidelines. No more than 3 archaeological sites are anticipated within the survey area.

Assumptions

- No more than approximately 10 acres of archaeological survey will be required.
- There will be no issues obtaining access to the project area
- The client will provide digital mapping in an AutoCAD or ArcView shapefile format.

Signed: _____

Andrew V. Martin, MA, RPA
Director of Operations – Indiana
(812) 253-3009
amartin@crai-ky.com

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION**

PREPARATION OF WATERS OF THE US REPORT

OWNER: City of Goshen

PROJECT: Des. No. 210020 Blackport Drive From Monroe Street to Lincoln Avenue - Elkhart County

DESCRIPTION: Road Reconstruction & Multi-Use Path

Task	Man-hours by Classification			TOTAL
	SENIOR EA	ENVIRON ANALYST		
Initiate Data Collection		2		2
Site Inspection, Delineation of Wetlands, Documentation of Water Resources *	8	26		34
Complete Wetland Determination Forms and QHEI forms for streams	4	8		12
Preparation of Waters of the US Report Graphics	2	8		10
Waters of the US Report Preparation	4	16		20
Completion of USACE Jurisdictional Review Form	2	4		6
Coordination with IDEM - CORPS		4		4
Coordination Meeting with IDEM - CORPS		10		10
Revisions as Required	2	8		10
Total Hours	22	86		108
Hourly Rate	\$62.00	\$29.61		
Total Labor	\$1,364.00	\$2,546.46		\$3,910.46
Overhead (186.52%)				\$7,293.79
Labor + Overhead				\$11,204.25
Profit (15%)				\$1,680.64
FCCM (.16%)				\$6.26
Direct Non-Salary Costs				\$180.75
TOTAL				\$13,071.89
USE				\$13,100.00

* Two people @13 hours each

**WATERS REPORT
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$.49/mile) =	300	1	\$0.49	\$147.00
XEROX COPIES				
(8.5 x 11) x (X sets) x (Y pages/set) x (\$.15/page)	3	75	\$0.15	\$33.75
SURVEY				
(X days) x (Y \$1,300/day)	0	\$1,300.00	*	\$0.00
TOTAL				\$180.75

FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
PUBLIC INFORMATION MEETING
DES. NO. 2100020
OWNER: City of Goshen
WORK TYPE: Blackport Drive Reconstruction

Task	Manhours by Classification				Total
	Department Manager	Project Manager	Project Engineer	CAD Technician	
Prepare PI Presentation	1	4	4		9
Develop Meeting Exhibits (4 Total - 1 Overview and 1 Typical Section Board x' 2 Sets)		2	16	32	50
Send PI Notices to Property Owners				4	4
Attend Public Information Meeting (3 People @ 8 Hrs Each)	8	8	8		24
Review Comment Cards		4	8		12
Generate Meeting Minutes	1	2	6		9
Total Hours					
	10	20	42	36	108
Hourly Rate	\$75.69	\$67.92	\$48.92	\$37.79	
Total Labor	\$756.90	\$1,358.40	\$2,054.64	\$1,360.44	\$5,530.38
Overhead				186.52%	\$10,315.26
FCCM				0.16%	\$8.85
Labor + Overhead + FCCM					\$15,854.49
Profit				15.00%	\$2,376.85
Sub-Total					\$18,231.34
Direct Non-Salary Costs					\$259.24
Total					\$18,490.58
USE					\$18,500.00

**PUBLIC INFORMATION MEETING
DIRECT NON-SALARY COSTS**

Owner: City of Goshen
Project: DES. NO. 2100020

TRAVEL

1 trips x	376 miles	\$0.490 /mile	=		\$184.24
	188 (miles one way)				

PRINTING

Constr. Rev. (Stg 1 & 2)	sheets x	0 sets =		0 sheets
Util. Coord. Meetings	sheets x	1 sets =		0 sheets
Constr. Rev. (Tra, Const.)	sheets x	0 sets =		0 sheets
Meetings During Constr.	sheets x	1 sets =		0 sheets

Total sheets to be printed =	0 sheets
Miscellaneous/Check prints =	100 sheets
	100 sheets

	Use	0 sheets x	\$1.71 /sheet =		\$0.00
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Print Mylars:	0 sheets x	\$9.00 /sheet =		\$0.00
R/W Mylars:	0 sheets x	\$9.00 /sheet =		\$0.00
Soil Boring Mylars:	0 sheets x	\$9.00 /sheet =		\$0.00

Copies/Prints (Inc. Contract Book)	100 sheets x	\$0.150 /sheet =		\$15.00
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SHIPPING CHARGES

Preliminary Plans:	0 sets	
Stage 2 Plans:	0 sets	
Stage 3 Plans:	0 sets	
Tracings:	0 sets	
Total sets to be shipped =	0 sets @	\$16.00 /set = 0.00

SUBCONSULTANT/OTHER

Display Boards	4 board(s) x	\$15.00 /board =		\$60.00
Aerial photos				
Aerial mapping				
Geotechnical				

	TOTAL	\$259.24
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**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION**

PUBLIC HEARING

OWNER: City of Goshen

**PROJECT: Des. No. 210020 Blackport Drive From Monroe Street to Lincoln Avenue - Elkhart County
DESCRIPTION: Road Reconstruction & Multi-Use Path**

Task	SENIOR EA	SENIOR EA	ENVIRON ANALYST	TOTAL HOURS
Schedule and Advertise Public Hearing		2	8	10
Send Hearing Notice to Property Owners			12	12
Review Hearing Packet		2	12	14
Prepare Hearing Presentation	2	2	8	12
Develop Virtual Component		2		2
Prepare Hearing Displays				0
Dry Run Meeting with City		8	8	16
Attend Public Hearing		8	8	16
Disposition of Hearing Comments	2	4	16	22
Prepare and review Hearing Transcript	2	4	16	22
Submit documentation for Hearing Certification			2	2
Total Hours	6	32	90	128
Hourly Rate	\$62.00	\$62.00	\$29.61	
Total Labor	\$372.00	\$1,984.00	\$2,664.90	\$5,020.90
Overhead (186.52%)				\$9,364.98
Labor + Overhead				\$14,385.88
Profit (15%)				\$2,157.88
FCCM (0.16%)				\$8.03
Subtotal				\$16,551.80
Direct Non-Salary Costs				\$1,358.25
Total				\$17,910.05
USE				\$17,900.00

**PUBLIC HEARING
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE:				
(X miles/roundtrip) x (Y Trips) x (\$0.49/mile) =	300	2	\$0.49	\$294.00
LODGING AND PER DIEM:				
(X nights) x \$100.00/night =				\$0.00
(X nights) x \$26.00/night =				\$0.00
HEARING PREPARATION:				
Postage for Legal Notice Mailings	*	*	*	\$100.00
Xerox Copies (8.5 x 11) : Information Packet (X sets) x (Y pages/set) x (\$0.15/page)	75	25	\$0.15	\$281.25
Xerox Copies (8.5 x 11) : Transcript (X sets) x (Y pages/set) x (\$0.15/page)	5	100	\$0.15	\$75.00
Meeting Display Boards (X boards) x (Y \$65.00/board) x (Z meetings)	4	\$64.50	1	\$258.00
OTHER DISCIPLINES:				
Site Reservation Fee	*	*	*	\$150.00
Legal Notice Advertising Fee	*	*	*	\$200.00
TOTAL				\$1,358.25

**ROADWAY DESIGN
FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION**

**Blackport Rd Reconstruction
Lincoln Avenue to Monroe Street
Goshen, Indiana
DES. NO. 2100020**

**OWNER: City of Goshen
CONSULTANT: Beam, Longest and Neff**

Task	Manhours by Classification				
	Department Manager	Project Manager	Project Engineer	CAD Technician	Total
Project Setup		1	2	2	5
Review Survey Notes		1	4	4	9
Plot, Check & Ink Topo for Plan & Profile		2	2	4	8
Site Visit Check of Existing Conditions		8	8		16
Hydrology Determination		6	24	16	46
Preliminary Storm Sewer Design		12	40	24	76
Preliminary Culvert Design - 1 Location - HY8		8	16		24
Establish Grade Controls		8	8		16
Prepare Stage 1 Title and Index Sheet			2	4	6
Prepare Preliminary Typical Sections		1	2	4	7
Design Preliminary Grade and Geometrics		8	16		24
Stage 1 Plan and Profile Sheets		8	20	32	60
Stage 1 Cross Sections		2	20	4	26
Level One Checklist and Computations	2	8	48	8	66
Preliminary Quantities		8	32	12	52
Preliminary Cost Estimate		2	2		4
Project Description per IDM 14-2.01(03)2b		2	2		4
Subconsultant Coordination - See Project Management MHJ					0
Stage 1 Submittal Package		1	2	8	11
Stage 1 QC/QA	6	8	8		22
Stage 1 Upload to ERMS		1	1		2
STAGE 1 PLANS COMPLETE					
Revise Plans per Stage 1 Review		4	8	12	24
Prepare Plat No. 1		2	4	8	14
Preliminary Maintenance of Traffic		16	24	24	64
Preliminary Approach and Drive Detail		6	16	32	54
Preliminary Lighting Design		8	8	4	20
Field Check Plan and Profile Sheets		4	18	24	46
Field Check Cross Sections		8	20	4	32
Complete Property Access Study (IDM Fig. 86-1E)					0
Preliminary RW Design	2	4	6	8	20
Preliminary Curb Ramp Details - 10 Ramps (Includes TAC Coordination)		10	40	40	90
Preliminary Construction Details & Spot Elevations for Intersections		8	40	20	68
Preliminary Field Check Scheduling & Plan Distribution		1	2		3
Preliminary Field Check QC/QA	6	8			14
Preliminary Field Check Meeting & Minutes	8	8	8		24
PRELIMINARY FIELD CHECK COMPLETE					
Revise Plans per Field Check Meeting		4	6	12	22
Coordination with Environmental (assist with NEPA-CE form)		8	2	2	12
Coordination with Environmental (assist with Noise Model)					0
Prepare Stage 2 Title and Index Sheet			1	1	2

ROADWAY DESIGN
FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION

Blackport Rd Reconstruction
Lincoln Avenue to Monroe Street
Goshen, Indiana
DES. NO. 2100020

OWNER: City of Goshen
CONSULTANT: Beam, Longest and Neff

Task	Manhours by Classification				
	Department Manager	Project Manager	Project Engineer	CAD Technician	Total
Prepare Stage 2 Plat No. 1		1	2	4	7
Final Curb Ramp Details		12	40	24	76
Stage 2 Typical Sections		1	4	4	9
Stage 2 Plan and Profile Sheets		4	12	20	36
Stage 2 Cross Sections		2	16	4	22
Approach Table		2	8	8	18
Retaining Wall Detail Sheets		4	24	24	52
Preliminary Structure Data Table		2	8	4	14
Constructability Review	8				8
Stage 2 Quantities		4	24		28
Stage 2 Cost Estimate		2	2		4
Subconsultant Coordination - See Project Management MHJ					0
Stage 2 Submittal Package		2	4	6	12
Stage 2 QC/QA	6	8			14
Stage 2 Upload to ERMS		1	1		2
STAGE 2 PLANS COMPLETE					
Revise Plans per Stage 2 Review		2	4	6	12
Coordination for Public Hearing		2	2		4
Final Maintenance of Traffic		8	24	32	64
Final Construction Details and Spot Elevation for Intersections		8	24	40	72
Underdrain Design and Table					0
Final Plan & Profile Sheets		4	8	12	24
Final Typical Sections		2	2	2	6
Final Cross Sections		4	12	8	24
Finalize Retaining Wall Detail Sheets		4	16	16	36
Hydraulic Report for Storm Sewer and Culvert	2	12	16		30
Final Storm Sewer Design		8	32	24	64
Pavement Marking and Signing Plan		4	24	32	60
Final Structure Data Table		4	12	8	24
Miscellaneous Tables		2	6	8	16
Final Field Check Scheduling & Plan Distribution		1			1
Final Field Check Package QC/QA	6	6			12
Final Field Check & Minutes	8	10	10		28
Final Lighting Design		8	12	8	28
Revise Plans per Final Field Check		1	2	2	5
Earthwork Computations / Balance / Mass Diagram		4	12	8	24
Temporary Erosion Control Plans & Design		4	24	40	68
Coordination with Environmental (assist with permit applications)		4	1		5
Environmental Consultation Form			2		2
Coordination of Commitments			4		4
Prepare Special Provisions		12	6		18
Stage 3 Quantities		4	16		20

ROADWAY DESIGN
FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION

Blackport Rd Reconstruction
Lincoln Avenue to Monroe Street
Goshen, Indiana
DES. NO. 2100020

OWNER: City of Goshen
CONSULTANT: Beam, Longest and Neff

Task	Manhours by Classification				
	Department Manager	Project Manager	Project Engineer	CAD Technician	Total
Stage 3 Cost Estimate		2	2		4
Subconsultant Coordination - See Project Management MHJ					0
Stage 3 Submittal Package		1	1	4	6
Stage 3 QC/QA	6	6			12
Stage 3 upload to ERMS		1	1		2
STAGE 3 PLANS COMPLETE					
Revise Stage 3 Plans per Review		2	2	4	8
Contract Prep Document		8			8
Final Tracings Checklist		2			2
Update Environmental Consultation Form		2			2
Geotechnical Review of Final Check Prints Coordination - See Project Management MHJ					0
Revise/Update Quantity Calculations		2	2		4
Revise/Update Construction Cost Estimate		1	1		2
Revise Special Provisions		8	8		16
Subconsultant Coordination - See Project Management MHJ					0
Final Tracings Submittal Package		1	1		2
Final Tracings QC/QA	6	6			12
Final Tracings upload to ERMS		1	1		2
FINAL TRACINGS					
Contract Information Book Review & Certification		2	2		4
Responding to Pre-Bid Contractor Questions		8	2		10
POST TRACINGS					
Total Hours	66	410	901	665	2042
Hourly Rate	\$75.69	\$67.92	\$48.92	\$37.79	
Total Labor	\$4,995.54	\$27,847.20	\$44,076.92	\$25,130.35	\$102,050.01
Overhead				186.52%	\$190,343.68
FCCM				0.16%	\$163.28
Labor + Overhead					\$292,393.69
Profit				15.00%	\$43,859.05
Sub-Total					\$336,416.02
Direct Non-Salary Costs					\$659.20
Total					\$337,075.22
USE					\$337,000.00

ROADWAY DESIGN
DIRECT NON-SALARY COSTS
Blackport Rd Reconstruction
Lincoln Avenue to Monroe Street
Goshen, Indiana
DES. NO. 2100020

ROADWAY DESIGN

TRAVEL

Project Site					
2 round trips x	290 miles	\$0.490 /mile	=		\$284.20
INDOT District Office					
0 round trips x	miles	\$0.490 /mile	=		\$0.00
MPO Quarterly Meetings					
0 round trips x	miles	\$0.490 /mile	=		\$0.00

PRINTING

Stage 1 Plans	0 sheets	2 sets =	0 sheets	
PFC Plans	0 sheets	2 sets =	0 sheets	
Stage 2 Plans	0 sheets	2 sets =	0 sheets	
Hearing	0 sheets	2 sets =	0 sheets	
FFC Plans	0 sheets	2 sets =	0 sheets	
Stage 3 Plans	0 sheets	2 sets =	0 sheets	
Final Tracings	0 sheets	2 sets =	0 sheets	
Total sheets to be printed =			0 sheets	
Miscellaneous/Check prints =			500 sheets	
			<u>500 sheets</u>	
Use	sheets	\$1.71 /sheet =		\$0.00
Print Mylars:	0 sheets	\$9.00 /sheet =		\$0.00
R/W Mylars:	0 sheets	\$9.00 /sheet =		\$0.00
Soil Boring Mylars:	0 sheets	\$9.00 /sheet =		\$0.00
Copies		2,500 sheets x \$0.150 /sheet =		\$375.00

SHIPPING CHARGES

FFC Plans		sets		
Stage 3 Plans		sets		
Total sets to be shipped =	0 sets @	\$30.00 /set =		0.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s)	\$15.00 /roll =		\$0.00
Aerial photos				
Aerial mapping				

TOTAL FOR ROAD DESIGN \$659.20

FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION

TIMBER BOARDWALK DESIGN

Des. No. 2100020

**OWNER: City of Goshen
CONSULTANT: Beam, Longest and Neff**

Task	Department	Project	Project	CADD	Total
	Manager	Manager	Engineer	Technician	
Plan and Profile Sheets (Coordination)		4	8	8	20
Boardwalk Design		12	24		36
Develop Framing Plan		4	12	16	32
Construction Detail Sheets (4)		12	24	48	84
Geotech Coordination and sheets		8	4	8	20
Develop Special Provisions		12	8		20
QA/QC	4				4
Coordination with City		4			4
Design					
Total Hours	4	56	80	80	220
Hourly Rate	\$75.69	\$67.92	\$48.92	\$37.79	
Total Labor	\$302.76	\$3,803.52	\$3,913.60	\$3,023.20	\$11,043.08
Overhead (186.52%)					\$20,597.55
Labor + Overhead					\$31,640.63
Profit (15%)					\$4,746.09
FCCM (0.16%)					\$17.67
Sub-Total					\$36,404.39
Direct Non-Salary Costs					\$100.00
Total					\$36,504.39
USE					\$36,500.00

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
PAVEMENT DESIGN**

OWNER: City of Goshen
DESCRIPTION: Blackport Road Reconstruction
COUNTIES: Elkhart
DES NO.: 2100020

Task	Manhours by Classification			
	Project Manager	Project Manager	Project Engineer	Total
Mechanical-Empirical Pavement Design (MEPDG)				
Review Project Assignment		2	4	6
Field Check With City (N/A)				0
Field Check Meeting Minutes (N/A)				0
Pavement Evaluation (N/A)				0
Summarize Field Data (N/A)				0
Assemble MEPDG Inputs (LTPPBind, Traffic, Geotech, etc.)		2	4	6
MEPDG Analysis (FD HMA)		2	6	8
Determine Cost of Ownership		2	2	4
Preliminary Executive Summary		2	4	6
Preliminary Appendix		2	2	4
Revise Pavement Design and /or Executive Summary as requested by City		2	2	4
QA/QC, Project Management & Coordination		4	6	10
PAVEMENT DESIGN COMPLETE				48
Total Hours	0	18	30	48
Hourly Rate	\$67.92	\$67.92	\$48.92	
Total Labor	\$0.00	\$1,222.56	\$1,467.60	\$2,690.16
Overhead			186.52%	\$5,017.69
FCCM			0.16%	\$4.30
Labor + Overhead				\$7,707.85
Profit			15.0%	\$1,156.18
Sub-Total				\$8,868.33
Direct Non-Salary Costs				\$7.50
Total				\$8,875.83
USE				\$8,900.00

ROADWAY DESIGN
DIRECT NON-SALARY COSTS

PAVEMENT DESIGN

TRAVEL

0 trips x 286 miles \$0.490 /mile = \$0.00
(two ways)

PRINTING

Preliminary Plans:	0 sheets	0 sets =	0 sheets
Preliminary Field Check:	0 sheets	0 sets =	0 sheets
R/W Check Prints:	0 sheets	0 sets =	0 sheets
Final Plans:	0 sheets	0 sets =	0 sheets
Tracings:	0 sheets	0 sets =	0 sheets

Total sheets to be printed =			0 sheets
Miscellaneous/Check prints =			0 sheets
			0 sheets

Use 0 sheets \$1.71 /sheet = \$0.00

Print Mylars:	0 sheets	\$9.00 /sheet =	\$0.00
R/W Mylars:	0 sheets	\$9.00 /sheet =	\$0.00
Soil Boring Mylars:	0 sheets	\$9.00 /sheet =	\$0.00

Copies/Prints (Inc. Contract Book) 50 sheets x \$0.150 /sheet \$7.50

SHIPPING CHARGES

Preliminary Plans:	0 sets		
Preliminary Field Check:	0 sets		
Final Plans:	0 sets		
Tracings:	0 sets		
Total sets to be shipped =	0 sets @	\$30.00 /set =	0.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s)	\$15.00 /roll =	\$0.00
Lodging (1 people, 1 night)	0 day(s)	\$100.00 /day =	\$0.00
Per Diems (1 people, 1 day)	0 day(s)	\$26.00 /day =	\$0.00
Geotechnical			
Traffic control	0 day(s)	##### /day =	\$0.00

TOTAL FOR ROAD DESIGN \$7.50



RESOURCE INTERNATIONAL, INC.

12900 N. Meridian Street, Suite 195
Carmel, Indiana 46032
T: 317.536.5768

June 24, 2022

Mr. John Beery, PE, PTOE, PTP
Traffic, Pedestrian and Planning Services Manager
Beam, Longest and Neff
8320 Craig Street
Indianapolis, IN 46250

**Re: Proposal – Geotechnical Investigation
Blackport Drive Reconstruction and Multi-Use Path
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 22-I024**

Mr. Beery:

Resource International, Inc. (Rii) is pleased to submit, for your review and consideration, this cost proposal to perform a geotechnical investigation for the proposed Blackport Drive Reconstruction and Multi-Use Path project in the City of Goshen, Elkhart County, Indiana.

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

Sincerely,

RESOURCE INTERNATIONAL, INC.

Hanumanth S. Kulkarni, Ph.D., P.E.
Project Manager – Geotechnical Services

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

Enclosures: Scope of Services and Fee Proposal (6 pages)
Schedule of Borings (1 page)
Proposed Boring Plan (5 page)
INDOT Geotechnical Appendix D Schedule of Fees (6 pages)

ISO 9001:2015 QMS

Committed to providing a high quality,
accurate service to our clients in a timely manner

**SCOPE OF SERVICES
GEOTECHNICAL INVESTIGATION
BLACKPORT DRIVE RECONSTRUCTION AND MULTI-USE PATH
CITY OF GOSHEN, ELKHART COUNTY, INDIANA
RII PROPOSAL NO. 22-I024**

The following scope of services and cost estimate have been prepared based on the information provided via e-mail by Mr. John Beery, PE, PTOE, PTP, with Beam, Longest and Neff (BLN), on June 12, 2022, and successive conversation on June 20, 2022. This proposal has been prepared in general accordance with the 2021 INDOT Geotechnical Manual (IGM) and the 2013 INDOT Design Manual (IDM).

Based on the information provided, it is understood that the proposed improvements will consist of the reconstruction of Blackport Drive from E. Lincoln Avenue to E. Monroe Street, on the east of the City of Goshen in Elkhart County, Indiana. It is further understood that a new pedestrian multi-use path is proposed to be constructed along the west side of Blackport Drive, which will extend from E. Lincoln Avenue and tie into an existing trail approximately 230 feet north of intersection with E. Monroe Street. It is understood that the trail will consist of a 12-foot wide concrete path, which will be supported on the existing subgrade or new embankment for the southern 400 feet and northern 0.25 miles of the trail alignment. Between these sections, it is anticipated that the trail will be supported on an elevated boardwalk where the trail alignment traverses existing fields, which appear to contain marginal soils and potential wetlands.

Based on information available from representative manufacturers, it is understood that the elevated boardwalk can be supported by either shallow or deep foundation systems. Further, based on the preliminary information provided by BLN, an estimated foundation loading for the boardwalk is approximately 25 kips per substructure unit. Type of foundation system to be implemented will be determined at the later stage during design process, and will be dependent on the subsurface conditions encountered.

The existing Blackport Drive within the project limits is a two-way, bidirectional, undivided, asphalt surfaced roadway with no paved shoulders. The entire project length is approximately 0.66 miles. Based on the information received from BLN, it is further understood that there may be railroad ties or wooden blocks / timber present under the existing roadway within the southern half of the project alignment.

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



A. Reconnaissance and Planning

1. Upon receiving authorization to proceed, Rii will retain a permit for soil borings within the right-of-way from the City of Goshen and/or Elkhart County.
2. A geotechnical engineer from Rii will perform site reconnaissance and mark all boring and pavement core locations in the field. The borings will be marked using white ribbon on wood lath or white paint in the pavement. During the field reconnaissance, the geotechnical engineer will document site geological conditions and map all boring locations. Rii utilizes a handheld GPS unit delivering sub-foot accuracy to locate soil borings. GPS coordinates of the boring locations will be acquired during field reconnaissance, along with the established project benchmarks. If benchmarks are not available, Rii will establish reference points at the site.
3. Rii will contact Indiana 811 at least 48 hours prior to drilling, as a standard precautionary measure for locating site utilities. It is requested that the design consultant or City supply to Rii any utility information they may have with respect to the proposed boring locations.
4. It is considered that the boring locations will be accessible to either a truck or all-terrain vehicle (ATV) mounted drill rig, and that the boring locations along Blackport Drive will be located within existing right-of-way. However, for the borings located along the multi-use path, the majority of these will be located on private property, which will require property owner notification letters to be issued to the addresses on record in accordance with the Indiana Administrative Code as well as INDOT requirements. Rii will verify the locations of borings and right-of-way prior to proceeding with the field investigation.
5. Rii has also included fee for tree clearing and/or a dozer and operator to assist the drill rig in accessing the boring locations for the multi-use path.

B. Drilling Program

1. Per INDOT guidelines, soil borings for the roadway reconstruction shall be spaced at a frequency of approximately 400 feet. Therefore, a total of nine (9) borings, designated as RB-1 through RB-9, will be drilled within the driving lanes of Blackport Drive, staggered along northbound and southbound lanes. The roadway borings will be drilled to an approximate depth of 6.0 feet below the existing roadway grade.



Further, soil borings are proposed to be located along the alignment of multi-use path. Borings B-1, B-2 and B-15 will be drilled and sampled within the limits of concrete path at the north and south ends of the trail to a depth of 10.0 feet each below the existing ground surface. Additionally, as indicated above, since the boardwalk may be supported by a deep foundation system, soil borings B-3 through B-14 are proposed along this segment, which are spaced at a frequency of approximately 150 feet and will be drilled to a depth of 40.0 to 50.0 feet below the existing ground surface.

Proposed boring depths and locations are presented in the schedule of borings and boring plan, which are included at the end of this proposal. Actual boring depths will depend on the conditions of the soil encountered. For the purpose of this proposal, a total drilling depth of 654.0 feet of soil sampling and no rock has been estimated.

2. In addition to the soil borings, a total of three (3) pavement cores will be obtained along Blackport Drive to fully characterize the existing composition and thickness of the pavement.
3. A truck and/or ATV mounted drill rig with continuous flight, hollow-stem or solid flight augers will be utilized to advance the borings. The pavement cores will be obtained with a portable pavement core machine using a 4.0-inch diameter thin-walled core barrel.
4. Perform standard penetration testing (SPT) and retain representative soil samples in accordance with Section 3.6.1 of the IGM. Split spoon sampling will be performed continuously to a depth of approximately 6.0 feet below the roadway grade or three (3) continuous split spoon samples below the existing pavement section, whichever occurs first. For the borings located along multi-use path, split-spoon samples with SPT testing will be performed at 2.5-foot intervals to a depth of 20 feet below grade, and at 5.0 feet intervals thereafter to the boring termination depths.
5. Groundwater levels will be recorded in all of the borings during the drilling process and upon completion. A 24-hour water level reading will be obtained in borings B-4 and B-12 following completion and removal of the augers. Due to the unknown composition of the subsurface soils, this proposal considers that a slotted PVC pipe will need to be installed in the boreholes to keep the boring open should any granular soil layer, that may cave-in or heave into the borehole be encountered during drilling. For the purpose of this proposal, a total of two (2) 24-hour groundwater observations are included, including sufficient screen length to screen then entire boring depths upon completion of drilling.

6. In addition to the above sampling, three (3) undisturbed Shelby tube samples of representative subgrade soil will be obtained in accordance with Section 3.6.4.1 of the IGM for resilient modulus testing. Further, undisturbed (Shelby tube) soil samples within the deeper borings will be obtained where cohesive soil layers are encountered, in accordance with Section 3.6.2 of the IGM for use in performing shear strength testing. For the purpose of this proposal, a total of fifteen (15) undisturbed (Shelby tube) soil samples will be obtained.
7. A total of two (2) 25-pound bag samples of representative subgrade soil will be collected from the subgrade, in accordance with Section 3.6.4.2 of the IGM for moisture/density testing.
8. The borings will be backfilled in accordance with Section 3.16 of the IGM and INDOT Aquifer Protection Guidelines. Care will be taken so that the boreholes do not settle and create dangerous voids. Borings in pavement and pavement cores will be patched with cold mix asphalt or quick set concrete to match the surrounding pavement.
9. Additionally, a total of four (4) samples of existing topsoil will be collected for topsoil testing in accordance with Sections 3.6.6 and 5.21 of the IGM.
10. Rii field crews will exercise caution to minimize ground damage and will make reasonable efforts to restore the ground to the original condition. Any ground and vegetation damage incurred while gaining access to boring locations will be documented and reported.
11. During drilling, Rii will provide traffic control during the execution of the drilling program in accordance with the INDOT Worksite Traffic Control Manual. Lane closures or restrictions will be required during execution of the field work. Therefore, traffic control will be provided using a combination of signs, cones and flaggers, as required. This proposal considers that there will be no time restrictions associated with the required permitting and that traffic control and drilling operations can be performed within full 8-hour workdays.

C. Testing Program

In the laboratory, all samples will be visually classified and tested according to the INDOT Geotechnical Manual. Laboratory testing of representative samples will be performed in accordance with ASTM/AASHTO procedures to classify existing soils according to the AASHTO Classification System and to estimate engineering properties of importance for pavement and foundation design and construction considerations. In addition, the pavement cores will be visually described and photographed. The expected tests to be performed and the estimated quantities are presented in the attached fee schedule.



The soil samples and pavement cores will be retained for a period of sixty (60) days after the completion of the geotechnical report, unless otherwise directed.

D. Geotechnical Report

Engineering evaluation and analysis shall be performed, and a report prepared and delivered (electronic PDF file) to include the following:

1. Geology of the site including geological surface features, a description of topography, drainage conditions and surface vegetation.
2. Boring plan depicting the site characteristics as well as the boring and pavement core locations.
3. Descriptions of field exploration and laboratory testing programs.
4. Boring logs and laboratory test results, including groundwater observations made during drilling operations.
5. Summary of the retained pavement cores, including pavement core data sheets with photographs.
6. Estimated soil conditions and characteristics of the soil encountered in the borings and expected at the various locations.
7. Pavement subgrade design parameters, consisting of design modulus values for soil subgrade, based on the resilient modulus testing, as well as all other design parameters, as required in the INDOT guidelines. Recommendations will be given for the expected need for subgrade treatment, based on the conditions encountered during this drilling program, and the most suitable (effective) method (if necessary).
8. Recommendations for structure foundation design in Load and Resistance Factor Design (LRFD) format, including bearing capacity and settlement values. Recommendations will be provided for a selected deep foundation system, using the appropriately sized piles or drilled shafts along the multi-use path, as per INDOT specifications.
9. Recommended lateral earth pressures for the design of temporary or permanent retaining walls, as required.
10. Soil related construction considerations, including fill specifications and excavation requirements.



11. Any potential problematic soil conditions that might be troublesome during construction.
12. Groundwater considerations and the need for groundwater control will be discussed, based on groundwater conditions encountered and construction procedures proposed.

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

COST ESTIMATE AND TIME SCHEDULE

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

Geotechnical Field and Laboratory Testing (Unit Rate)	\$59,110.50
<u>Geotechnical Engineering and Coordination (Lump Sum)</u>	<u>\$21,377.40</u>
Total Geotechnical Investigation Fee	\$80,487.90

The fieldwork is expected to take eleven (11) days to complete. Following Authorization to Proceed, drilling would commence within three to four (3 to 4) weeks of receiving the necessary road occupancy permits. The draft report will be submitted within four to five (4 to 5) weeks of fieldwork completion. A final report will be submitted within one (1) week upon receipt of any receipt of any review comments.

Schedule of Borings
Blackport Drive Reconstruction and Multi-Use Path
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 22-I024

Boring No.	Alignment	Lane	Offset	Sample Type ¹	Boring Depth (feet)	Rig Type	Comments
RB-1	Blackport Dr SB	Driving	Center	SS/PC/BS/ST	6.0	Truck	Pavement Core, Subbase Sample, Bag Sample, Shelby Tube
RB-2	Blackport Dr NB	Driving	Center	SS	6.0	Truck	
RB-3	Blackport Dr SB	Driving	Center	SS	6.0	Truck	
RB-4	Blackport Dr NB	Driving	Center	SS	6.0	Truck	
RB-5	Blackport Dr SB	Driving	Center	SS	6.0	Truck	
RB-6	Blackport Dr NB	Driving	Center	SS/PC/ST	6.0	Truck	Pavement Core, Subbase Sample, Shelby Tube
RB-7	Blackport Dr SB	Driving	Center	SS	6.0	Truck	
RB-8	Blackport Dr NB	Driving	Center	SS	6.0	Truck	
RB-9	Blackport Dr SB	Driving	Center	SS/PC/BS/ST	6.0	Truck	Pavement Core, Subbase Sample, Bag Sample, Shelby Tube
B-1	Blackport Dr SB	Outside Berm	N/A	SS	10.0	Truck/ATV	5-lb Topsoil Sample
B-2	Blackport Dr SB	Outside Berm	N/A	SS	10.0	Truck/ATV	
B-3	Blackport Dr SB	Outside Berm	N/A	SS/ST	40.0	Truck/ATV	Shelby Tube, 5-lb Topsoil Sample
B-4	Blackport Dr SB	Outside Berm	N/A	SS/ST/NS	45.0	Truck/ATV	Shelby Tube, 24-Hour Groundwater Reading
B-5	Blackport Dr SB	Outside Berm	N/A	SS/ST	50.0	Truck/ATV	Shelby Tube
B-6	Blackport Dr SB	Outside Berm	N/A	SS/ST	50.0	Truck/ATV	Shelby Tube
B-7	Blackport Dr SB	Outside Berm	N/A	SS/ST	50.0	Truck/ATV	Shelby Tube
B-8	Blackport Dr SB	Outside Berm	N/A	SS/ST	50.0	Truck/ATV	Shelby Tube, 5-lb Topsoil Sample
B-9	Blackport Dr SB	Outside Berm	N/A	SS/ST	50.0	Truck/ATV	Shelby Tube
B-10	Blackport Dr SB	Outside Berm	N/A	SS/ST	50.0	Truck/ATV	Shelby Tube
B-11	Blackport Dr SB	Outside Berm	N/A	SS/ST	50.0	Truck/ATV	Shelby Tube
B-12	Blackport Dr SB	Outside Berm	N/A	SS/ST/NS	50.0	Truck/ATV	Shelby Tube, 24-Hour Groundwater Reading
B-13	Blackport Dr SB	Outside Berm	N/A	SS/ST	45.0	Truck/ATV	Shelby Tube
B-14	Blackport Dr SB	Outside Berm	N/A	SS/ST	40.0	Truck/ATV	Shelby Tube, 5-lb Topsoil Sample
B-15	Blackport Dr SB	Outside Berm	N/A	SS	10.0	Truck/ATV	
TOTAL:					654.0		

1. SS = Split Spoon; PC = Pavement Core; BS = Bag Sample; ST = Shelby Tube; NS = No Sampling (Sounding Only)
2. Distress cores will be located at areas of predominant distresses with locations to be determined at the time of the reconnaissance.

Blackport Drive Reconstruction and Multi-Use Path

Rii Proposal No.: 22-1024
Date: June 24, 2022

Legend

- Approximate Boardwalk Alignment
- Approximate Concrete Path Alignment
- Roadway Boring with Pavement Core
- Roadway Boring without Pavement Core
- Trail Boring



Blackport Drive Reconstruction and Multi-Use Path

Rii Proposal No.: 22-1024
Date: June 24, 2022

Legend

- Approximate Boardwalk Alignment
- Approximate Concrete Path Alignment
- Roadway Boring with Pavement Core
- Roadway Boring without Pavement Core
- Trail Boring



Blackport Drive Reconstruction and Multi-Use Path

Rii Proposal No.: 22-I024
Date: June 24, 2022

Legend

- Approximate Boardwalk Alignment
- Approximate Concrete Path Alignment
- Roadway Boring with Pavement Core
- Roadway Boring without Pavement Core
- Trail Boring



Blackport Drive Reconstruction and Multi-Use Path

Rii Proposal No.: 22-I024
Date: June 24, 2022

Legend

- Approximate Boardwalk Alignment
- Approximate Concrete Path Alignment
- Roadway Boring with Pavement Core
- Roadway Boring without Pavement Core
- Trail Boring



Blackport Drive Reconstruction and Multi-Use Path

Rii Proposal No.: 22-I024
Date: June 24, 2022

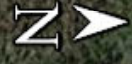
Legend

- Approximate Boardwalk Alignment
- Approximate Concrete Path Alignment
- Roadway Boring with Pavement Core
- Roadway Boring without Pavement Core
- Trail Boring



Google Earth

200 ft



**Blackport Drive Reconstruction and Multi-Use Path
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 22-I024**

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>				
1.	Mobilization and field coordination			
	a. SPT Rig	1 each	\$284.00	\$284.00
	b. CPT	each	\$475.00	
	c. Mileage	280 mi	\$3.70	\$1,036.00
2.	Truck mounted borings with split spoon sampling			
	a. Standard	54 ft	\$20.00	\$1,080.00
	b. Night time	ft	\$23.60	
3.	Truck mounted borings with drilling fluid			
	a. Standard	ft	\$22.00	
	b. Night time	ft	\$26.00	
4.	Truck mounted rock core drilling			
	a. Standard	ft	\$41.00	
	b. Night time	ft	\$48.40	
5.	Truck mounted borings			
	a. Truck mounted borings through bedrock or boulders or concrete pavement			
	i. Standard	ft	\$41.00	
	ii. Night time	ft	\$48.40	
	b. Bridge deck coring and restoration			
	i. Standard	each	\$368.00	
	ii. Night time	each	\$434.00	
6.	Cone penetrometer testing			
	a. Set up			
	i. Standard	each	\$84.00	
	ii. Night time	each	\$99.00	
	b. Subsurface profiling			
	i. Standard	ft	\$13.00	
	ii. Night time	ft	\$15.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric saturation			
	a. Standard	each	\$98.00	
	b. Night time	each	\$115.00	
	ii. Penetration			
	a. Standard	ft	\$15.25	
	b. Night time	ft	\$18.00	
	iii. Pore water dissipation test			
	a. Standard	hour	\$200.00	
	b. Night time	hour	\$235.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	each	\$79.00	
	b. Night time	each	\$93.00	
	d. Profiling with shearwave velocity measurement			
	i. Standard	ft	\$17.00	
	ii. Night time	ft	\$20.00	
	e. Sample			
	i. Standard	each	\$26.00	
	ii. Night time	each	\$30.00	
7.	Hand or truck soundings			
	a. Standard	ft	\$13.25	
	b. Night time	ft	\$15.50	
8.	Hand auger drilling			
	a. Standard	ft	\$13.75	
	b. Night time	ft	\$16.25	
9.	Skid mounted borings with split spoon sampling			
	a. Standard	300 ft	\$32.00	\$9,600.00
	b. Night time	ft	\$37.75	

10.	Skid mounted borings using drilling fluid			
	a. Standard	300 ft	\$33.50	\$10,050.00
	b. Night time	ft	\$39.50	
11.	Skid mounted rock core drilling			
	a. Standard	ft	\$46.00	
	b. Night time	ft	\$54.00	
12.	Skid mounted boring through bedrock or boulders			
	a. Standard	ft	\$48.00	
	b. Night time	ft	\$56.00	
13.	Skid mounted soundings			
	a. Standard	ft	\$19.00	
	b. Night time	ft	\$22.00	
14.	Skid mounted cone penetrometer testing (CPT)			
	a. Set up			
	i. Standard	each	\$121.00	
	ii. Night time	each	\$143.00	
	b. Subsurface profiling			
	i. Standard	ft	\$18.75	
	ii. Night time	ft	\$22.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric saturation			
	a. Standard	each	\$116.00	
	b. Night time	each	\$137.00	
	ii. Penetration			
	a. Standard	ft	\$22.00	
	b. Night time	ft	\$26.00	
	iii. Pore water dissipation test			
	a. Standard	hour	\$231.00	
	b. Night time	hour	\$273.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	each	\$89.00	
	b. Night time	each	\$105.00	
	d. Profiling with shearwave velocity measurement			
	i. Standard	ft	\$26.25	
	ii. Night time	ft	\$31.00	
	e. Sample			
	i. Standard	each	\$34.00	
	ii. Night time	each	\$40.00	
15.	Furnishing of a boat			Actual Cost
16.	Barge set-up expenses			
	a. Navigable water			
	i. Barge set-up	each	\$6,300.00	
	ii. Rental of support equipment and/or boat	each	Actual Cost	
	iii. Drill rig down time	hour	\$157.00	
	b. Non-navigable water barge set-up	each	\$5,250.00	
17.	Additional disassembly and reassembly			
	a. Navigable water	each	\$2,200.00	
	b. Non-navigable water	each	\$2,000.00	
18.	Barge mounted borings with split spoon sampling	ft	\$35.00	

19.	Barge mounted rock core drilling	ft	\$48.00	
20.	Barge mounted boring through bedrock or boulders	ft	\$48.00	
21.	Barge mounted soundings	ft	\$21.00	
22.	Casing through water	ft	\$9.00	
23.	Uncased sounding through water	ft	\$6.00	
24.	Set up for borings and machine soundings			
	a. Borings and machine soundings less than 20 ft deep	15 each	\$74.00	\$1,110.00
	b. Rock core borings	each	\$126.00	
25.	Additional 2-in. split spoon sampling	24 each	\$22.00	\$528.00
26.	3-in. split spoon samples	each	\$24.00	
27.	3-in. Shelby tube samples	15 each	\$66.00	\$990.00
28.	Bag Samples			
	a. 25-lb sample	2 each	\$54.00	\$108.00
	b. 5-lb sample	4 each	\$35.00	\$140.00
29.	Field vane shear test			
	a. Standard	each	\$121.00	
	b. Night time	each	\$143.00	
30.	4 1/2-in. cased hole	ft	\$13.25	
31.	Installation of geotechnical instruments			
	a. Inclinator casing installation			
	i. Standard	ft	\$16.00	
	ii. Night time	ft	\$19.00	
	b. Piezometer installation up to 25 ft below surface	each	\$284.00	
	c. Piezometer installation deeper than 25 ft below surface	each	\$315.00	
	d. Metal protective outer cover for inclinometer and piezometer casings	each	\$132.00	
32.	Railroad expenses		Actual Cost	
33.	Twenty-four hour water levels			
	a. Field measurements per borehole			
	i. Standard	2 each	\$40.00	\$80.00
	ii. Night time	each	\$48.00	
	b. PVC slotted pipe	95 ft	\$6.50	\$617.50
34.	Borehole backfilling			
	a. 0 to 15 ft			
	i. SPT			
	a. Standard	15 each	\$150.00	\$2,250.00
	b. Night time	each	\$175.00	
	ii. CPT			
	a. Standard	each	\$49.00	
	b. Night time	each	\$57.00	
	b. More than 15 ft			
	i. SPT			
	a. Standard	570 ft	\$7.00	\$3,990.00
	b. Night time	ft	\$8.25	
	ii. CPT			
	a. Standard	ft	\$2.00	
	b. Night time	ft	\$2.40	
	c. Pavement restoration			
	i. Standard	12 each	\$65.00	\$780.00
	ii. Night time	each	\$75.00	
35.	Equipment rental		Actual Cost	\$4,000.00
36.	Traffic control			
	a. Flag crew	day	\$800.00	
	b. Equipment rental and professional traffic services		Actual Cost	\$13,500.00
	c. Flag crew with equipment	day	\$950.00	
37.	Centerline surveying		Actual Cost	
38.	Percolation Test			
	a. Granular Soils (A-1, A-2, A-3)	each	\$2,000.00	
	b. Cohesive Soils (A-4, A-5, A-6, A-7)	each	\$3,000.00	
	Subtotal (Geotechnical Field)			\$50,143.50

GEOTECHNICAL LABORATOR'

39.	Sieve analysis for soils	22 each	\$52.00	\$1,144.00
40.	Hydrometer analysis	22 each	\$61.00	\$1,342.00
41.	Sieve analysis for aggregates			
	a. Analysis by washing (AASHTO T-11)	each	\$81.00	
	b. Analysis by using (AASHTO T-27)	each	\$142.00	
42.	Liquid limit	18 each	\$41.00	\$738.00
43.	Plastic limit & plasticity index	18 each	\$30.00	\$540.00
44.	Liquid limit ratio	each	\$79.00	
45.	pH test	22 each	\$16.50	\$363.00
46.	Loss on Ignition Test			
	a. Loss on Ignition Test (Conventional)	12 each	\$26.00	\$312.00
	b. Loss on Ignition Test (Sequential)	each	\$55.00	
	c. Organic content based on calorimeter	each	\$26.00	
47.	Topsoil tests			
	a. Phosphorus test	4 each	\$23.00	\$92.00
	b. Potassium test	4 each	\$23.00	\$92.00
48.	Moisture content test			
	a. Moisture content test (conventional)	220 each	\$7.25	\$1,595.00
	b. Moisture content test (microwave)	each	\$9.00	
49.	Expansion index of soils	each	\$247.00	
50.	Specific gravity test	each	\$38.00	
51.	Unit weight determination	9 each	\$19.00	\$171.00
52.	Hydraulic conductivity test			
	a. Constant head	each	\$247.00	
	b. Falling head	each	\$300.00	
53.	Unconfined compression test on soils & rocks			
	a. Unconfined compression test (soils)	12 each	\$50.00	\$600.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	each	\$125.00	
	c. Point load strength index of rock	each	\$55.00	
54.	Compressive strength and elastic moduli of intact rock			
	a. Compressive strength of intact rock	each	\$120.00	
	b. Elastic moduli of intact rock	each	\$452.00	
55.	Consolidation test	each	\$500.00	
56.	Triaxial Test			
	a. Unconsolidated - Undrained (UU)	each	\$375.00	
	b. Consolidated - Undrained (CU)	each	\$550.00	
	c. Consolidated - Drained (CD)	each	\$775.00	
	d. Pore pressure measurement with a. or b. and use of back pressure for saturation	each	\$260.00	
57.	Direct shear test	each	\$575.00	
58.	Moisture -density relationship test			
	a. Standard Proctor	2 each	\$150.00	\$300.00
	b. Modified Proctor	each	\$165.00	
59.	Soil Support Testing			
	a. Subgrade Resilient Modulus on remoulded soils	each	\$660.00	
	b. Resilient modulus on Shelby tube	1 each	\$420.00	\$420.00
60.	Collapse potential evaluation test			
	a. Cohesive or expansive soils	each	\$500.00	
61.	Water soluble sulfate test	2 each	\$110.00	\$220.00
62.	Water soluble chloride test	each	\$110.00	
63.	Soil resistivity test	each	\$150.00	
64.	Rock durability tests			
	a. Slake durability index test	each	\$140.00	
	b. Jar slake test	each	\$15.00	
			Subtotal (Geotechnical Laboratory)	\$7,929.00

CONSTRUCTION INSPECTION AND MONITORING

74.	Pressure meter testing services	day	\$1,800.00	
75.	Mobilization of testing equipment	LS	\$200.00	
77.	Integrity testing		Actual Cost	
79.	Dynamic pile analysis	each	\$1,100.00	

81.	Dynamic pile load test		Actual Cost	
82.	CAPWAP-C analysis	each	\$600.00	
			Subtotal (Construction Inspection and Monitoring)	

PAVEMENT INVESTIGATION

88.	Mobilization of coring equipment	LS	\$225.00	
89.	Mobilization mileage for coring equipment	mi	\$2.00	
90.	Pavement core (partial depth)	each	\$140.00	
91.	Pavement core (full depth)			
	a. Standard	3 each	\$215.00	\$645.00
	b. Night time	each	\$255.00	
92.	Subbase sample	3 each	\$66.00	\$198.00
93.	Cement concrete pavement core density determination	each	\$36.00	
94.	Cement concrete core compressive strength test	each	\$35.00	
95.	Bituminous extraction test	each	\$90.00	
96.	Sieve analysis of extracted aggregate test	each	\$61.00	
97.	Recovery of asphalt from solution by Abson method	each	\$378.00	
98.	Theoretical maximum specific gravity test	each	\$80.00	
99.	Bulk specific gravity test	each	\$35.00	
100.	Air voids calculation	each	\$31.00	
101.	Core report	3 each	\$65.00	\$195.00
			Subtotal (Pavement Investigation)	\$1,038.00

¹ For items 1d, 1e, 36d, 65 through 73, 76, 78, 80, 83 through 87 and 102 please refer to separate hourly rate schedule.

Summary of Fees

Geotechnical Field	\$50,143.50
Geotechnical Laboratory	\$7,929.00
Construction Inspection and Monitoring	
Pavement Investigation	\$1,038.00
Engineering and Coordination (See Separate Fee Schedule)	\$21,377.40
Estimated Total	\$80,487.90

**Blackport Drive Reconstruction and Multi-Use Path
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 22-1024**

Appendix "A"	Designation/Classification	PROJECT TEAM HOURS											Reimbursable Expenses	Totals		
		Engineering Staff					Non-Engineering Staff					CADD				
		Sr.Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer	Geologist	Engineering Technician	Drilling Manager	Drilling Coordinator	Field Person	CADD Technician				
Items	Tasks/Base Hourly Rate (\$)	\$191.69	\$152.05	\$143.34	\$128.34	\$105.39	\$113.24	\$78.43	\$114.61	\$79.47	\$87.85	\$91.60				
Geotechnical Field	1d	Marking test borings and pavement core locations (Boring/coring layout)								16				\$180.40	\$2,014.16	
		Field checks, coordinationg the field work with utilities and sub contractors		8							4			\$114.80	\$1,649.08	
		Obtaining required permits									2				\$158.94	
1e	Coordination with Property owners		2								4				\$621.98	
	Crop damage															
Traffic Control	36d	Coordinating field work with Traffic control sub-contractor									4				\$317.88	
Geotechnical Report, Final Check Print and Foundation Review	65	Review of Historical Documents & Current Plans		2		2									\$560.78	
		Prepare Exploratory Program, Review and Concurrence with INDOT	4	8											\$1,983.16	
		Assign Laboratory Tests		2		4										\$817.46
		Prepare gINT boring Logs						16	4							\$2,125.56
		Review Boring Logs and Lab test data (QC/QA)		4		8										\$1,634.92
		Prepare Roadway subsurface Profiles														
		Prepare Bridge subsurface profiles														
		Preparation of geotechnical recommendations, report, appendices and concurrence with INDOT.														
		a. Without Soil Subgrade Investigations.	4	8		16								8		\$4,769.40
		b. With Soil Subgrade Recommendations.														
c. Soil Subgrade Recommendations (ONLY).																
d. Soil Profile Drawing																
e. Development of Uniques Special Provisions.																
Foundation review																
Final Check Prints	2	2												\$687.48		
66	Geotechnical Data Report & Technical memoranda for DB, DBBV & PPP projects															
67	Settlement Analysis And Recommendations For Embankment															
	a. Proposed Embankment															
	b. Proposed and Existing Embankment.															
68	Ground Modification Design															
69	Slope Stability Analysis															
70	Bridge Foundation Analysis And Recommendations															
	a. Spread foundation															
	b. Deep foundation	4	8		16									\$4,036.60		
	c. Settlement analysis for bridge pier foundation (i, ii, iii)															
	d. Foundation on Bedrock															
71	Retaining Structure Analysis And Recommendations															
	a. Conventional Retaining Structure															
	i. Spread Foundation															
	ii. Deep Foundation															
	iii. Settlement Analysis For Retaining Wall Foundations															
	b. Pile Retaining Structure Analysis And Recommendations															
	i. Free Standing Structure															
	ii. Retaining Structure With Tie-Back System															
	c. Drilled-In-Pier Retaining Structure Analysis															
	i. Free-Standing Structure															
ii. Retaining Structure With Tie-Back System																
d. Soil Nailing Wall																
72	Seepage Analysis															
73	Deep Dynamic Compaction Analysis															
76	Monitoring Geotechnical Instrumentation															
	a. Monitoring Geotechnical Instrumentation															
	b. Field Inspector															
78	Field Compaction Testing															
	a. Dynamic Cone Penetration (Dep) Test															
	b. Light Weight Deflectometer (Lwd)															
80	Static Load Test															
83	Final Construction Inspection Report															
84	Foundations															
85	Geophysical Investigations															
86	Project Management															
	a. Project Coordination															
	b. Project Website															
87	Geotechnical Review															
	a. Structure Report															
	b. Roadway Report															
102	Pavement Analysis And Report															
		Totals	14	44		46		16	4	16	14		8	\$295.20	\$21,377.40	

FEE JUSTIFICATION EXHIBIT
 MANHOURS BY CLASSIFICATION
PROJECT MANAGEMENT
 DES. NO. 210020
 OWNER: City of Goshen
 WORK TYPE: Blackport Drive Reconstruction

Task	Manhours by Classification			
	Department Manager	Project Manager	Project Engineer	Total
Monthly Progress Reports (36 Months)		36		36
Quarterly Reports for MPO		24		24
Subconsultant Coordination		24		24
Total Hours				
	0	84	0	84
Hourly Rate				
	\$75.69	\$67.92	\$48.92	
Total Labor				
	\$0.00	\$5,705.28	\$0.00	\$5,705.28
Overhead				
			186.52%	\$10,641.49
FCCM				
			0.16%	\$9.13
Labor + Overhead + FCCM				
				\$16,355.90
Profit				
			15.00%	\$2,452.02
Sub-Total				
				\$18,807.92
Direct Non-Salary Costs				
				\$0.00
Total				
				\$18,807.92
USE				
				\$18,800.00

PROJECT MANAGEMENT
DIRECT NON-SALARY COSTS

Owner: City of Goshen
 Project: DES. NO. 210020

TRAVEL

trips x	miles	\$0.490 /mile	=	\$0.00
	(miles one way)			

PRINTING

Constr. Rev. (Stg 1 & 2)	sheets x	0 sets =	0 sheets	
Util. Coord. Meetings	sheets x	1 sets =	0 sheets	
Constr. Rev. (Tra, Const.)	sheets x	0 sets =	0 sheets	
Meetings During Constr.	sheets x	1 sets =	0 sheets	

Total sheets to be printed =	0 sheets
Miscellaneous/Check prints =	100 sheets
	100 sheets

Use	0 sheets x	\$1.71 /sheet =	\$0.00
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Print Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00
R/W Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00
Soil Boring Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00

Copies/Prints (Inc. Contract Book)	0 sheets x	\$0.150 /sheet =	\$0.00
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SHIPPING CHARGES

Preliminary Plans:	0 sets	
Stage 2 Plans:	0 sets	
Stage 3 Plans:	0 sets	
Tracings:	0 sets	
Total sets to be shipped =	0 sets @	\$16.00 /set = 0.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s) x	\$15.00 /roll =	\$0.00
Aerial photos			
Aerial mapping			
Geotechnical			

TOTAL	\$0.00
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**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
MEETINGS/CONFERENCES**

OWNER: Goshen
PROJECT: Blackport Drive Reconstruction
DES. NO. 2100020

Task	Manhours by Classification			
	Dept. Mgr.	Project Mgr	Project Eng.	Total
Coordination Meetings with INDOT (1 assumed)		4	4	8
Coordination Meetings with City (3 assumed)	8	24	24	56
Final Plans				
Total Hours	8	28	28	64
Hourly Rate	\$75.69	\$67.92	\$48.92	
Total Labor	\$605.52	\$1,901.76	\$1,369.76	\$3,877.04
Overhead (186.52%)				\$7,231.46
Labor+Overhead				\$11,108.50
Profit (15%)				\$1,666.27
Sub-Total				\$12,774.77
FCCM (0.16%)				\$6.20
Direct Non-Salary Costs				\$423.36
Total				\$13,204.33
USE				\$13,200.00

FEE JUSTIFICATION EXHIBIT
 DIRECT NON-SALARY COSTS
MEETINGS

OWNER: Goshen
 CONSULTANT: Beam, Longest and Neff

Task	X	Y	Total
Mileage:			
(X miles/round trip) x (Y trips) x (\$0.49/mile) =	288	3	\$423.36
(X miles/round trip) x (Y trips) x (\$0.49/mile) =			\$0.00
Printing:			
8 1/2" x 11": (X sets) x (Y pages/set) x (\$0.15/page) =			
			\$0.00
Plans sheets : (2 sets) x (10 pages/set) x (\$1.71/page) =			\$0.00
Plotting:			
Plan Sheets: (X sets) x (Y shts/set) x (\$9.00/sht) =			
Final Tracings	0	0	\$0.00
Other Disciplines:			
DNR Permit Application Fee	*	*	\$0.00
Ground Photos	*	*	\$0.00
Aerial Photos	*	*	\$0.00
Aerial Mapping	*	*	\$0.00
Geotechnical Investigations	*	*	\$0.00
Special Structural Investigations	*	*	\$0.00
Total			\$423.36

FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
PERMITS

OWNER: Goshen
PROJECT: Blackport Drive
DESCRIPTION: Reconstruction and Widening
DES. NO.: 210020

Task	Manhours by Classification				
	Dept. Mgr.	Proj. Mgr.	Environmental Analyst	CAD Tech	Total
401 Water Quality Certification	2	12	8	4	26
404 Permit Application	2	12	8	4	52
Construction Stormwater General Permit	8	32		16	56
IDNR Construction in a Floodway No FIS	8	24		8	40
Total Hours	20	80	16	32	148
Hourly Rate	\$75.69	\$67.92	\$29.61	\$37.79	
Total Labor	\$1,513.80	\$5,433.60	\$473.76	\$1,209.28	\$8,630.44
Overhead (186.52%)					\$16,097.50
Labor + Overhead					\$24,727.94
Profit (15%)					\$3,709.19
FCCM (0.16%)					\$13.81
Subtotal					\$28,450.94
Direct Non-Salary Costs					\$600.00
Total					\$29,050.94
USE					\$29,100.00

FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
UTILITY COORDINATION - Blackport Drive Reconstruction
DES. NO. 2100020
OWNER: City of Goshen
WORK TYPE: Widening and Reconstruction

Item Sequence	Who	Task	Manhours by Classification		
			Project Manager	CAD Technician	Total
Section 1. Initiation Phase.					
	UC	Contact Local Agency and discuss Project Development Schedule		1	1
Section 2. Research Phase.					
2.02	UC	Determine facilities in the area by reviewing plan files		1	1
2.03	UC	Determine facilities in the area by investigating field conditions		6	6
2.04	UC	Determine facilities in the area by reviewing information from IUPPS		1	1
2.05	UC	Determine facilities in the area by contacting local government agencies		1	1
2.06	UC	Determine owners and contact info for traffic signals, interconnects			
2.07	UC	Determine owners and contact info for lighting		1	1
2.07	UC	Prepare list summarizing findings from research phase		1	1
2.12	UC	Send list utility names, facility types, optional contact info to DS		1	1
2.12	DS	Update project plans with utility names, facility types, contact info	1	1	2
Section 3. Initial Notice Phase					
3.01	UC	Send letter initial notice to each utility with copy to Local Agency		2	2
3.02	UC	Schedule live interactive meeting with all utility representatives		6	6
3.03	UC	Receive response to initial notice from each utility		2	2
3.04	UC	Forward response to initial notice to Local Agency		1	1
3.05	UC	Send list of all reimbursable expenses and estimated cost to Local Agency		2	2
Section 4. Verification Phase					
4.02	DS	Provide Geotech report to each utility		1	1
4.03	DS	Send verification plans to each utility and Local Agency		2	2
4.04	UC	Send letter request verification of facilities to each utility with copy to Local Agency		1	1
4.05	UC	Receive letter response to verification request from each utility		1	1
4.06	UC	Forward letter response to verification request to DS and Local Agency		1	1
4.08	DS	Update plan sheets with verification information from each utility	2	2	4
4.09	DS	Send revised plans from verification response to utilities		2	2
4.12	UC	Contact PM present right of way buying plan to address needs of utilities		1	1
4.13	UC	Contact PM and discuss need for separate clearing contract		1	1
Section 5. Conflict Analysis Phase					
5.01	UC	Send letter request conflict analysis to each utility with copy to Local Agency		1	1
5.02	UC	Receive response to letter request conflict analysis from each utility		1	1
5.04	UC	Forward response to request conflict analysis to Designer and Local Agency		1	1
5.05	DS	Review recommended changes and implement where appropriate	2	4	6
5.07	DS	Send comments on recommended changes to UC and Local Agency		2	2
5.08	UC	Prepare letters w comments on recommended changes copy to Local Agency		2	2
5.09	UC	Send letters w comments on recommended changes to utilities and Local Agency		2	2
Section 6. Work Plans Phase					
6.02	DS	Send preliminary final plans to each utility and Local Agency		2	2
6.03	UC	Send letter request work plan to each utility with copy to Local Agency		2	2
6.05	UC	Receive response to letter request work plan from each utility		1	1
6.06	UC	Provide quality control review of work plan for compliance	4	8	12
6.07	UC	Coordinate with utility to amend work plan as needed		4	4
6.08	UC	Send acceptable work plan to Local Agency		2	2
6.11	UC	Coordinate with utility to amend work plan as needed		6	6
6.12	UC	Send revised work plan to Local Agency		1	1
6.15	UC	Prepare Gantt chart to coordinate schedule of utility facility relocations		2	2
6.16	UC	Review Gantt chart with PM		1	1
6.17	UC	Prepare & distribute master utility relocation drawing		6	6
6.18	UC	Prepare letter work plan approved for each acceptable work plan		2	2
6.19	UC	Forward copy of letter work plan approved to Local Agency for review and sign		1	1
6.23	UC	Send signed letter work plan approved to the utility		1	1
6.26	UC	Send approved work plan to the DS		1	1
6.27	DS	Update project plans with utility name, facility types, contact info		1	1
Section 7 Agreement Phase					
7.01	UC	Receive letter from utility requesting an agreement for reimbursement		1	1
7.02	UC	Review basis for reimbursement present to Local Agency for verification		1	1
7.03	UC	Forward letter from utility requesting reimbursement to Local Agency		1	1
7.06	UC	Prepare agreement and cover letter		2	2
7.07	UC	Forward agreement and cover letter to Local Agency for review and signature		1	1
7.11	UC	Send signed cover letter and agreement to utility		1	1
7.12	UC	Receive agreement signed by utility and exhibits from utility		1	1
7.13	UC	Review agreement signed by utility and exhibits	2	4	6

FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
UTILITY COORDINATION - Blackport Drive Reconstruction
DES. NO. 2100020
OWNER: City of Goshen
WORK TYPE: Widening and Reconstruction

Item Sequence	Who	Task	Manhours by Classification		
			Project Manager	CAD Technician	Total
7.14	UC	Forward signed agreement and exhibits to Local Agency for review and processing		1	1
7.25	UC	Prepare letter return agreement		2	2
7.26	UC	Forward letter return agreement to Local Agency for review and signature		1	1
7.28	UC	Send letter return agreement and copy of fully signed agreement to Utility		1	1
7.30	UC	Prepare letter consultant approved and send to Local Agency for signature		2	2
7.32	UC	Send signed letter consultant approved to utility		1	1
7.33	UC	Review request by utility to use contractor		2	2
7.34	UC	Prepare letter contractor approved and send to Local Agency for signature		2	2
7.36	UC	Utility contractor approval letter sent to the utility		1	1
project					
8.01	UC	Prepare, sign and send notice to proceed to each utility		1	1
8.02	UC	Attend final field check meeting		6	6
8.04	UC	Receive and distribute to utilities right of way certificate		1	1
8.05	UC	Provide periodic reports utility relocation construction to LPA		2	2
8.06	UC	Review request for work plan revision from utility		1	1
8.07	UC	Work plan revision sent to PM for review and approval		1	1
8.08	UC	Prepare letter permit addendum for work plan revision		1	1
8.09	UC	Send work plan revision and letter permit addendum to LPA		1	1
8.12	UC	Send signed letter permit addendum to the utility		1	1
8.13	UC	Review shop drawings for LPA contract and assess impact on utilities	4	6	10
8.14	UC	Prepare and distribute master utility relocation plan		2	2
8.15	UC	Use Gantt chart to synchronize utility work w Contractor schedule			
8.16	UC	Attend pre-construction meeting		6	6
8.17	UC	Periodically attend weekly construction meetings - 4 Anticipated @ 6 Hours - Inspect Relocation On-Site		24	24
8.18	UC	Periodically conduct field visits to verify utility construction and schedule (Included with 8.17)			
8.19	UC	Prepare, sign and send letter work complete to each utility and OSA		1	1
8.20	UC	Prepare, sign and send letter invoice due to each utility and OSA			
8.21	UC	Meet w LPA Inspection for constructability review mid-construction		6	6
8.22	UC	Meet w LPA Inspection for constructability review post construction		6	6
Total Hours			15	184	199
Hourly Rate			\$67.92	\$37.79	
Total Labor			\$1,018.80	\$6,953.36	\$7,972.16
Overhead				186.52%	\$14,869.67
FCCM				0.16%	\$12.76
Labor + Overhead + FCCM					\$22,854.59
Profit				15.00%	\$3,426.27
Sub-Total					\$26,280.86
Direct Non-Salary Costs					\$2,381.88
Total					\$28,662.74
USE					\$28,700.00

UTILITY COORDINATION - Blackport Drive Reconstruction
DIRECT NON-SALARY COSTS

Owner: City of Goshen
 Project: DES. NO. 2100020

UTILITY COORDINATION

TRAVEL

12 trips x	376 miles	\$0.490 /mile	=	\$2,210.88
	188 (miles one way)			

PRINTING

Constr. Rev. (Stg 1 & 2)	0 sheets x	0 sets =	0 sheets
Util. Coord. Meetings	0 sheets x	1 sets =	0 sheets
Constr. Rev. (Tra, Const.)	0 sheets x	0 sets =	0 sheets
Meetings During Constr.	0 sheets x	1 sets =	0 sheets

Total sheets to be printed =	0 sheets
Miscellaneous/Check prints =	100 sheets
	<hr/> 100 sheets

Use 100 sheets x \$1.71 /sheet = \$171.00

Print Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00
R/W Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00
Soil Boring Mylars:	0 sheets x	\$9.00 /sheet =	\$0.00

Copies/Prints (Inc. Contract Book) 0 sheets x \$0.150 /sheet = \$0.00

SHIPPING CHARGES

Preliminary Plans:	0 sets
Stage 2 Plans:	0 sets
Stage 3 Plans:	0 sets
Tracings:	0 sets
Total sets to be shipped =	0 sets @ \$16.00 /set = 0.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s) x	\$15.00 /roll =	\$0.00
Aerial photos			
Aerial mapping			
Geotechnical			

TOTAL FOR UTILITY COORDINATION **\$2,381.88**

**FEE JUSTIFICATION EXHIBIT
ESTIMATED FEE PER PARCEL
RIGHT-OF-WAY ENGINEERING**

OWNER: City of Goshen
PROJECT: Blackport Drive Rehabilitation

ROAD: Blackport Drive
COUNTY: Elkhart
DES: #2101129

Task	Number of Parcels	Per Parcel Amount	Total
Title Work			
Title Search (20 year) Residential	26	\$430.00	\$11,180.00
Title Search (20 year) Agricultural	5	\$455.00	\$2,275.00
Title Search (20 year) Commercial	6	\$455.00	\$2,730.00
Title Search (20 year) Municipal	8	\$480.00	\$3,840.00
Title Search Temporary	0	\$230.00	\$0.00
Title Updates (if required later)	45	\$205.00	\$9,225.00
Legal Descriptions	67	\$1,190.00	\$79,730.00
Parcel Plats	28	\$900.00	\$25,200.00
R/W Staking	28	\$780.00	\$21,840.00
R/W Plans	28	\$600.00	\$16,800.00
LRS Update	28	\$150.00	\$4,200.00
Plat One	0	\$1,500.00	\$0.00
Total			\$177,020.00
		USE	\$177,100.00

RESOLUTION 50-2022

Request to Negotiate and Execute an Agreement Amendment with NuWay Construction for the New Goshen Parks Maintenance Building Construction Project

WHEREAS in June 2022 a contract was awarded to NuWay Construction for the new Parks Maintenance facility at 610 East Plymouth Avenue.

WHEREAS two items outside of the original scope have been identified at a cost of \$17,545.00 and the new contract total is \$2,759,603.06

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Agreement Amendment NuWay Construction and the City of Goshen and Redevelopment Director Becky Hutsell is authorized to execute the agreement amendment on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 13, 2022.

President

Andrea Johnson Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Negotiate and Execute an Agreement Amendment with Nuway Construction for the New Goshen Parks Maintenance Building Construction Project

DATE: September 13, 2022

A contract was awarded to Nuway Construction for the new Parks Maintenance facility at 610 E. Plymouth Avenue in June. Since that time, material acquisition and utility coordination has been underway and it is anticipated that site work will begin within the next several weeks.

To date, two items outside of the original scope have been identified and are as follows:

1. Addition of an East Side Canopy for the main entrance - \$8,228.00

While originally identified, this was separated out as we evaluated the redesign of the building. We had intended to have it included but it was not called out in the revised project plans. This change includes installation of one 21'x 3'4" canopy that will have a metal roof, fascia trim and metal soffit panels to match the main building.

2. Asbestos Abatement for the existing block building - \$9,317.00

The current scope of work includes demolition of the existing block building at the northwest corner of the site. Prior to demolition of a commercial structure, asbestos assessment is required with notification to IDEM. During the assessment, asbestos containing materials were identified that required abatement.

In total, we are requesting approval of an amendment totaling \$17,545.00. The original agreement was \$2,472,058.06 and this change increases that total to \$2,759,603.06. All project deadlines and other terms and conditions will remain the same.



Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: (574) 533-0588
Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
524 E Jackson St
Goshen, Indiana 46526

Prime Contract Change Order #001: CE #001 - East Side Canopy

Table with 4 columns: TO, FROM, DATE CREATED, CONTRACT STATUS, REQUEST RECEIVED FROM, DESIGNATED REVIEWER, DUE DATE, INVOICED DATE, REFERENCE, PAID IN FULL, ACCOUNTING METHOD, SIGNED CHANGE ORDER RECEIVED DATE, FIELD CHANGE, FROM, LOCATION, REVIEWED BY, REVIEW DATE, PAID DATE, CHANGE REASON, EXECUTED, SCHEDULE IMPACT, REVISED SUBSTANTIAL COMPLETION DATE, CONTRACT FOR, TOTAL AMOUNT.

DESCRIPTION:

CE #001 - East Side Canopy

Provide and Install (1) 21' x 3'-4" canopy on the east side of building.

Canopy to have metal roof, fascia trim, and metal soffit panel that match the main building.

ATTACHMENTS:

Summary table with 2 columns: Description, Amount. Rows include original contract sum, net change, and new contract sum.

City of Goshen
204 East Jefferson Street Suite 6
Goshen, Indiana 46528

Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



Nuway Construction
2119 Carmen Ct.
Goshen, Indiana 46526
Phone: (574) 533-0588
Fax: (574) 534-2822

Project: 2211 - Goshen City Parks Dept
524 E Jackson St
Goshen, Indiana 46526

Prime Contract Change Order #003: CE #004 - Asbestos Abatement

Table with contract details including TO: City of Goshen, FROM: Nuway Construction, DATE CREATED: 9/01/2022, CONTRACT STATUS: Pending - In Review, REQUEST RECEIVED FROM, DESIGNATED REVIEWER, DUE DATE, INVOICED DATE, REFERENCE, PAID IN FULL, ACCOUNTING METHOD, SIGNED CHANGE ORDER RECEIVED DATE, FIELD CHANGE, and TOTAL AMOUNT: \$9,317.00.

DESCRIPTION:
CE #004 - Asbestos Abatement
Abatement of asbestos material from existing building prior to demolition. Includes the following:
Provide labor, material, and equipment needed to remove 220 LF of asbestos containing window glazing from (6) metal framed windows in brick and block walls.

ATTACHMENTS:

Summary table showing contract sum changes: The original (Contract Sum) \$2,472,058.06, Net change by previously authorized Change Orders \$0.00, The contract sum prior to this Change Order was \$2,472,058.06, The contract sum would be changed by this Change Order in the amount of \$9,317.00, The new contract sum including this Change Order will be \$2,481,375.06.

Arvin Delacruz (Abonmarche Confidence By Design, Inc.)

City of Goshen

Nuway Construction

204 East Jefferson Street Suite 6
Goshen, Indiana 46528

2119 Carmen Ct.
Goshen, Indiana 46526

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

RESOLUTION 51-2022

Request to Proceed with Property Acquisition for 22 Parcels Impacted by the Consolidated Court Roadway Improvements

WHEREAS the Commission has executed an agreement with A & Z Engineering to design the roadway improvements for the Consolidated Court Project.

WHEREAS more properties have been identified and 22 parcels in total will be impacted by this project.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request to proceed with land acquisition for all the necessary right-of-way.

PASSED and ADOPTED on September 13, 2022

President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Proceed with Property Acquisition for 22 Parcels Impacted by the Consolidated Court Project Roadway Improvements

DATE: September 13, 2022

The Redevelopment Commission has executed an agreement with A&Z Engineering to design the roadway improvements needed for the Consolidated Court Project along Reliance Road and Peddlers Village Road (CR 28). As previously approved, the improvements for the Reliance and Peddlers Village Road intersection is being designed as a roundabout which alters the current roadway alignment and also requires more right-of-way than a standard intersection. We had originally identified four (4) properties on the west side of Reliance Road that will be significantly impacted by the new roadway and we've had conversation with all of those owners to give them as much notice as possible. We'd identified two (2) total property takes initially but a third has now been identified. Our consultants have now provided detail on all necessary right-of-way acquisitions, including those that will require temporary right-of-way to allow for reconstruction of driveway approaches. Twenty-two (22) parcels will be impacted in some degree for the upcoming project and a table is being provided detailing what will be needed from each parcel.

We're requesting permission from the Commission to proceed with land acquisition for all the necessary right-of-way to allow for this project to be construction.

COUNTY COURT CONSOLIDATION ROADWAY IMPROVEMENT PROJECT - PARCEL ACQUISITION DETAIL

ID #	Owner	Parcel #	Class	Acquisition Type
2	East Central Conference of the Evangelical Church	20-10-01-226-014.000-036	EXE	RW/TD
3	Delmar & Stacy Birkey	20-10-01-226-010.000-036	RES	FULL PURCH
4	Samuel & Sue Perri	20-06-36-478-017.000-013	RES	PART PURCH
4	Samuel & Sue Perri	20-06-36-478-008.000-013	RES	FULL PURCH
5	Michelle & Travis Thaxton	20-06-36-478-018.000-013	RES	RW
5	Michelle & Travis Thaxton	20-06-36-476-009.000-013	RES	RW
7	Board of Commissioners of Elkhart County	20-06-36-476-012.000-013	RES	RW
7	Board of Commissioners of Elkhart County	20-06-36-476-010.000-013	EXE	RW
8	Sun Brookside Manor LLC	20-11-06-100-001.000-015	COM	TD
9	Spacemaker Self Storage Inc	20-07-31-351-036.000-013	COM	RW
9	Spacemaker Self Storage Inc	20-07-31-351-009.000-013	RES	RW
12	Schrock Real Estate LLC	20-07-31-351-052.000-013	COM	TPC/RW/TD
12	Schrock Real Estate LLC	20-07-31-351-051.000-013	COM	RW
14	Jeremy Krull	20-06-36-477-010.000-013	RES	RW/TDG
15	Kurt Vargas & Norma Hernandez	20-06-36-478-004.000-013	RES	RW/TG
16	Martina L Dawson	20-06-36-478-005.000-013	RES	RW
17	Peter Perez	20-06-36-478-006.000-013	RES	TD/RW
18	Gary L Pletcher	20-06-36-478-012.000-013	RES	TDG/RW
19	Charles & Brenda Moore	20-06-36-478-013.000-013	RES	FULL PURCH
20	Board of Commissioners of Elkhart County	20-10-01-207-003.000-036	EXE	TD
21	Carol A Immel	20-10-01-226-013.000-036	RES	TD/RW
22	Elsie M Bechtold	20-10-01-226-005.000-036	RES	TD/RW

TPC	Temporary Pond Construction
TD	Temp RW for Drive Construction
Full Purch	Full Purchase
Part Purch	Partial Purchase
RW	Proposed Right of Way
TDG	Temp RW for Drive and Grading



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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Downtown Street Light Discussion – Downtown & River Race TIF Collections

DATE: September 13, 2022

At last month's Commission meeting, detail was requested regarding the collections received to date for the original Downtown TIF.

2009 – \$27,995	2016 – \$71,767
2010 – \$24,360	2017 – \$47,199
2011 – \$86,056	2018 – \$82,602
2012 – \$16,438	2019 – \$80,706
2013 – \$50,006	2020 – \$61,484
2014 – \$54,832	2021 – \$78,801
2015 – \$52,912	2022 – \$50,873 (Spring only)
TOTAL - \$786,031	

From these funds, the following projects have been funded:

1. Main Street Streetscapes - \$515,000
2. Main Street Vaults - \$96,450
3. Goshen Theater - \$850,000
4. West Jefferson Street Reconstruction (design work to date) - \$10,450

TOTAL - \$1,471,900

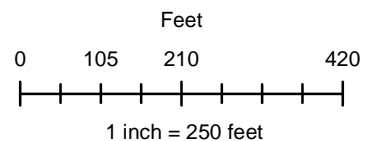
What complicates this scenario, however, is that the Downtown TIF does not include all of downtown. These parcels were instead incorporated into the River Race TIF, which has much higher annual revenues. Maps are attached showing how each district was established. Since it was created in 2007 through the first payment of 2020, the River Race TIF had generated \$11,349,708.



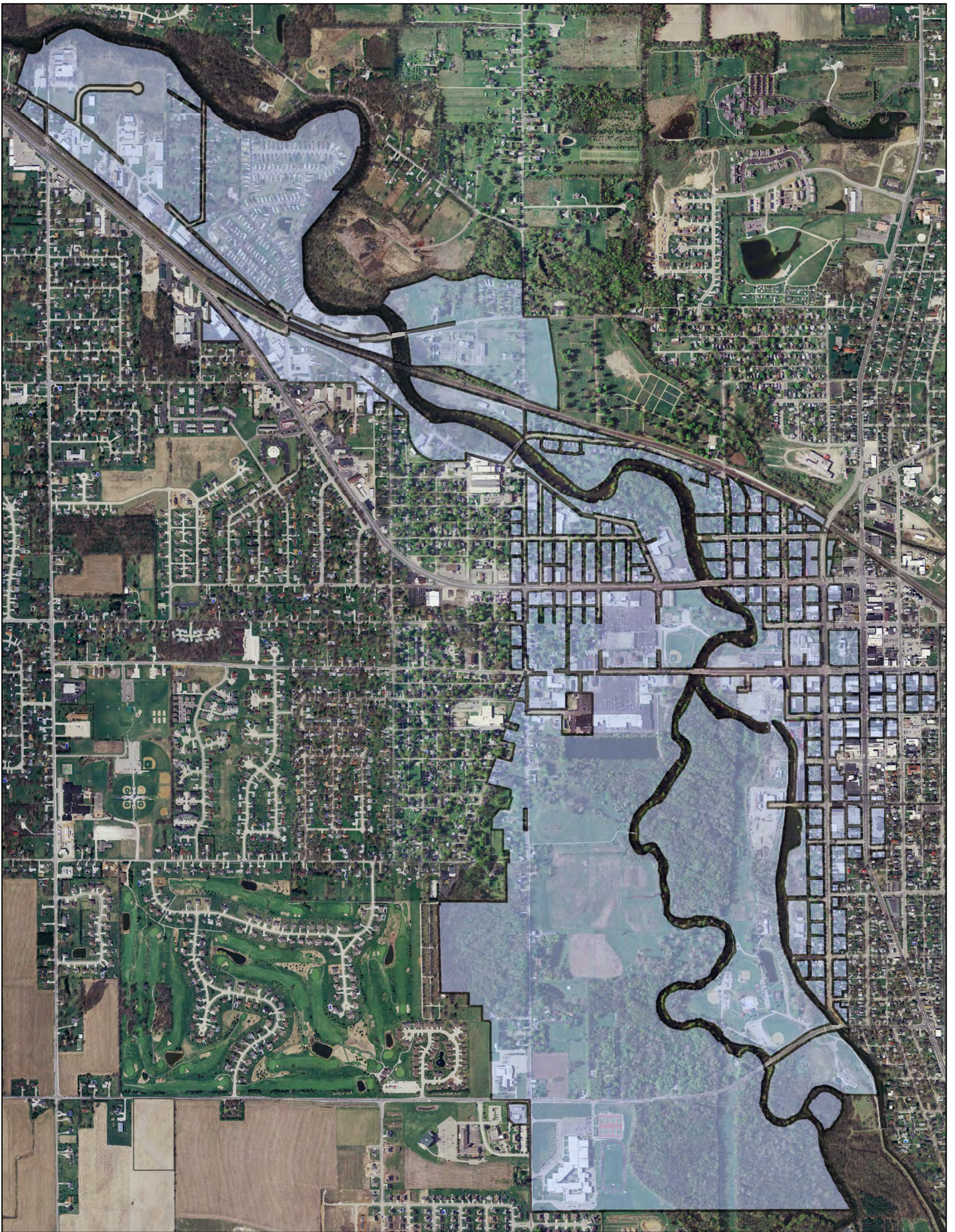
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DOWNTOWN GOSHEN TIF

TIF Boundary Information as of November 2008



The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626



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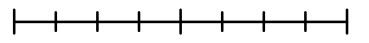
RIVER RACE TIF

TIF Boundary Information as of November 2008



Feet

0 455 910 1,820



1 inch = 1,050 feet

The City of Goshen

Department of Public Works & Safety
Office of Engineering

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

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **August 10, 2022 through September 9, 2022** and finds that entries are allowed in the total amount of **\$802,325.65**

APPROVED on September 13, 2022

President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 08/10/22 through 09/09/22

406-560-00-429.0002		RDV NON-RVRT OP/Other Supplies	
8/29/2022	Amazon Capital Services		\$48.98
		Line Total for Period:	\$48.98
406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services	
8/15/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$4,487.00
		Line Total for Period:	\$4,487.00
406-560-00-435.0101		RDV NON-RVRT OP/Electric	
8/15/2022	NIPSCO (00014)		\$45.17
8/31/2022	NIPSCO (00014)		\$123.95
		Line Total for Period:	\$169.12
406-560-00-435.0201		RDV NON-RVRT OP/Gas	
8/15/2022	NIPSCO (00014)		\$51.59
8/31/2022	NIPSCO (00014)		\$24.86
		Line Total for Period:	\$76.45
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
9/8/2022	Lochmueller Group(09835)		\$288.58
9/9/2022	Abonmarche (05859)		\$40,600.00
		Line Total for Period:	\$40,888.58
473-560-00-439.0930		SOUTHEAST TIF/Other Services & Charges	
8/17/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$324.25
8/23/2022	Property Management Services (05463)		\$15,325.00
8/15/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$197.00
8/31/2022	Commercial Appraisal Services, Inc. (09958)		\$3,500.00
8/31/2022	Hoosier Tree Service		\$1,750.00
9/8/2022	Shultz Appraisal Services, Inc. (04011)		\$1,500.00
9/9/2022	Abonmarche (05859)		\$3,000.00
		Line Total for Period:	\$25,596.25

480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
8/31/2022	A & Z Engineering, LLC		\$65,055.00
Line Total for Period:			\$65,055.00
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
8/15/2022	Sherwin Williams Company		\$38.89
8/29/2022	City of Goshen (0200)		\$23.74
8/29/2022	City of Goshen (0200)		\$31.58
9/8/2022	The Goshen News (00115)		\$52.70
9/9/2022	Abonmarche (05859)		\$3,000.00
Line Total for Period:			\$3,146.91
480-560-00-441.0001		RR/US 33 TIF/Property Acquisition	
8/31/2022	Elko Title Corporation (04462)		\$375,500.00
Line Total for Period:			\$375,500.00
480-560-00-442.0000		RR/US33 TIF/Capital Projects	
8/15/2022	NuWay Construction		\$81,234.00
8/18/2022	City of Goshen (0200)		\$85,000.00
8/31/2022	Elko Title Corporation (04462)		\$121,123.36
Line Total for Period:			\$287,357.36
Total Expenditures for Period:			\$802,325.65



September 2022 Redevelopment Staff Report

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

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

PROJECT UPDATE

- The City continues to work with INDOT and Norfolk Southern for the design of the Madison Street railroad Crossing. Based a discussion with Norfolk Southern in November of 2021, NS has not begun their design work yet. The quiet zone schedule is being driven by this work. Activities to be completed to implement the Quiet Zone are: – Installation of signs and delineators at the railroad crossings.
- – Traffic counts to be done at each of the railroad crossings.
- – Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed in TBD.
- – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- – Railroad Quiet Zone is anticipated to be “in-service”.

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

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete, but that timeline was established before COVID. Contact was made with INDOT on August 4, 2021, and they will assist by having an invoice sent to initiate the work.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department’s Training facility and the Goshen Central Garage. This corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway’s appearance does not reflect the investment the adjoining companies have made on their properties. The overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from the creek to just past Troyer Carpets and Steury Avenue from Lincoln to the “S” curves. The water main project, which was a Water Utility project, east of Steury Avenue, was completed in December 2020, with successful improvement

of fire flow capability in East Goshen. The plan is to bid the remaining work for East Lincoln and Steury Avenue this to allow for construction to begin in 2022. NIPSCO has recently completed the relocation of the electric lines. We intend to bid yet this year but likely will not begin construction until 2023 due to material availability.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

All work has been completed on the first phase of this project. An easement needs to be acquired from Benteler, and then the project can be bid. Goshen Engineering continues to work towards bidding this project. Construction will likely be delayed until 2023 due to material and contractor availability.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

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

PROJECT UPDATE

Agreements are in place with all three property owners to allow the drainage improvements to proceed for this area. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. Bids were received on December 6. HRP was awarded a contract in December to complete the construction work work is underway. All work is to be complete by November of this year.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of the Plymouth Avenue.

PROJECT UPDATE

A Request for Proposals (RFP) was issued in April, 2021, with the initial round of proposals due May 11. A development proposal was received from Anderson Partners LLC to build a mixed-use project consisting of approximately 138 apartments and 1,000 square feet of commercial space. The Redevelopment Commission and City Council have approved a development agreement with the developer and the rezoning has been completed. The developers are currently working on their application for READI grant funding and construction is anticipated beginning in 2023.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year-round for programming and events. Public feedback was

incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

This project has been tabled indefinitely. Updated cost estimates have confirmed that the project costs have continued to rise and proceeding at this time is not feasible.

PROJECT: RIVER ART

PROJECT DESCRIPTION

A Development Agreement is currently in place with InSite Development for development of an apartment complex (River Art) at the northwest corner of 3rd and Jefferson. The renovation of the north end of the Hawks building was part of the same agreement and this portion of the work is now complete.

PROJECT UPDATE

Per the agreement amendment approved in April, InSite is to provide updated plans for approval by August of this year with a commitment to commence construction by June 1, 2023.

PROJECT: DOWNTOWN VAULT ASSESSMENT

PROJECT DESCRIPTION

Downtown vaults have been discussed for many years as a public safety concern. Since the incident in 2012, effort and resources have been committed to identify, assess, and eliminate vaults. Many vaults have removed, but there are approximately 26 vaults remaining. Work through the next steps, staff determined a vault assessment by a structural engineer was necessary. The Commission agreed to fund the assessment, and a contract was awarded to Clear Creek & Associates.

PROJECT UPDATE

The vault assessments are complete, and assessments have been forwarded to each property owner for consideration. There were two vaults deemed immediate concerns and there are other vaults that were identified as needing repairs or closure. At the May Redevelopment meeting, Goshen Redevelopment agreed to provide partial financial support for vault closures. Goshen Engineering has sent out notices to all property owners with vaults, and applications to participate were to be submitted by December 17, 2021. The next step will be to solicit quotes to perform the public portion of the vault closures. Once a contractor is under contract, property owners can begin their work. For those that did not sign-up for the 2022 vault closure program, the City will need to implement an ordinance to compel further action.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging in size from 2,500 to 3,000 square feet. All homes would feature

private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

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

PROJECT UPDATE

Per the agreement amendment approved in April, InSite is to provide updated plans for approval by August of this year with a commitment to commence construction by June 1, 2023.

PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING

PROJECT DESCRIPTION

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

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

The City and American Structurepoint continue to work out the final professional services design fee.

PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40

PROJECT DESCRIPTION

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

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a “no build” option. The County hired Lochmueller Group to conduct a traffic study, to further evaluate the options and prepared an interlocal agreement, which defined the roles and responsibilities of both parties in the design and construction of this roadway. At this time, no action is triggered by the traffic study but will be amended if circumstances change with further development within the Southeast TIF.

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

The Five-Year Capital Plan includes the construction of a new south fire station. There is \$200,000 allocated for design and an additional \$4 million earmarked for construction. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

PROJECT UPDATE

The study has been completed and the Redevelopment Commission has approved issuance of an RFP for design services for a new south fire station facility.

PROJECT: WEST JEFFERSON STREETScape

PROJECT DESCRIPTION

The Five-Year Capital Plan include the reconstruction of West Jefferson Street between Third Street and Main Street. The project will incorporate the use of brick pavers to address stormwater restrictions in this area. The project will also include the reconfiguration of parking, decorative street lighting, and street trees. The estimated cost of the project is \$500,000, plus and an additional cost of \$100,000 for design fees.

PROJECT UPDATE

The Commission approved the issuance of RFP for design of the street improvements but issuance was delayed until the RDC was able to acquire the property at 113 W Jefferson Street. A contract has been executed with A&Z Engineering to complete necessary survey work for this area. As of December 2021, the survey work is complete and the geotechnical engineer is scheduling the soil borings for the first part of February. The design will be completed this year, but staff is cautiously watching the material prices and contractor availability.

PROJECT: ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

Elkhart County has selected a site located on Reliance Road to construct the new Court Complex. Due to the projected increase in traffic that will be generated by the new complex, several road improvements are required to increase capacity. Since this project is located in the River Race/US 33 TIF area, the Redevelopment Commission has pledged \$1.5 million in TIF revenue to fund the improvements. The County has pledged an additional \$500,000 to assist in paying for these improvements. This project will be designed and constructed through the City of Goshen and is expected to start construction in 2023.

PROJECT UPDATE

The City and County worked with JPR to complete a Traffic Impact Study (TIS) for the area based upon the new court complex and the changes in traffic patterns that can be expected. The report is now complete and has been approved by INDOT. Elkhart County has confirmed their funding commitment for the overall project and A&Z Engineering has been hired to complete the design. It's anticipated that the project will be ready to bid in 2022 or early 2023. The Commission granted permission to begin the process of obtaining appraisals for the impacted properties and more information will be provided once appraisals are complete.

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

The Kercher Wellfield located in the Goshen Industrial Park requires the replacement of one of its three wells. Because the wellfield is sitting on a postage stamp property, the site is unable to support the development of another well without the purchase of additional land.

PROJECT UPDATE

Goshen Utilities is in negotiation of for the additional land purchase, but is working through the due diligence process to verify potential environmental concerns in the soil and groundwater. At the Board of Works meeting on March 1, 2021, agreements with Roberts Environmental and Peerless Midwest were approved to complete the due diligence process. A meeting with the Indiana Department of Environmental Management occurred, and the Water Utility will be hiring a consultant to assist with planning and design for water system improvements.

PROJECT: FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

This project will create a pedestrian path connecting the College Avenue path to Fidler Pond Park. The path will be constructed in two phases. Initially, the Oak Lane roadway will act as the pathway while the trail is constructed

from the north end of the road to the park. Sharrows will be added to Oak Lane during Phase One and Phase Two will include reconstructing Oak Lane with curb and gutter and the installation of a separated pedestrian trail.

PROJECT UPDATE

Engineering has prepared preliminary drawing and engineer's estimates for both phases. After the final alignment is determined a neighborhood meeting will be scheduled to receive comments. Final design may be completed in-house. If not, a RFP for design services will be issued. Optimistically, construction is anticipated to occur in 2022.

PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT

PROJECT DESCRIPTION

Last Dance, LLC has purchased 313 acres of farmland on East College Avenue just east of the railroad tracks. A portion of the land was previously annexed by Lippert for development but the project never came to life. Last Dance has now purchased additional land and is partnering with the City on the infrastructure. They've hired Abonmarche to complete the design of a new water main loop from College to CR 31 to CR 38 to connect at Century Drive, extension of sewer mains beneath the railroad to serve the new industrial area, a new public water/sewer/roadway loop within the first phase of the development and substantial stormwater improvements. The project is being funded by a combination of existing TIF funds and by a city-issued bond that will be purchased by the developer and repaid through future TIF revenues. Annexation of the additional land has been completed.

PROJECT UPDATE

Construction contracts have been awarded to HRP Construction for Contracts 1 and 3 and Niblock Excavating for Contract 2. A preconstruction meeting will be held this month to better determine construction timing for the various phases. Completion deadlines for the project are currently set for September 2023, subject to material availability.

PROJECT: PARK DEPARTMENT MAINTENANCE BUILDING

PROJECT DESCRIPTION

The Goshen Parks Department needs to relocate its existing maintenance building which is located in a floodway in Shanklin Park. The Redevelopment Commission has offered the property between Plymouth Avenue and Jackson Street, adjacent to the east side of the railroad. The Commission has also allocated \$1.0 million toward the cost of designing and constructing the new facility.

PROJECT UPDATE

A construction contract has been awarded to Nuway Construction for the new facility. It's anticipated that site work will be completed this fall with building construction occurring over the winter months. Material availability is a key component to final completion for this project.