



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., December 19, 2022

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: Dec. 12, 2022

Approval of Agenda

- 1) Fire Department:** Accept the retirement of Private Lee Mravec, effective Jan. 6, 2023
- 2) Fire Department:** Approve the promotion of Joseph F. Cestone as Private First Class
- 3) Plan Commission appointment:** Approve the reappointment of the Board of Works representative to the City Plan Commission and announcement of mayoral reappointment
- 4) Downtown Goshen, Inc. request:** Street closures and requests for City services for 2023 First Friday and related events
- 5) Legal Department:** Resolution 2022-36, Share of Cost of Wages and Benefits for 2023
- 6) Legal Department:** Resolution 2022-39, Documenting the Submission of the 2022 Annual Certifications by City of Goshen Elected Officers
- 7) Legal Department:** Award the bid for the purchase of structural firefighter gear to Municipal Emergency Services as the lowest responsible and responsive bidder
- 8) Legal Department:** Award the bid for the purchase of a 6-ton compact excavator to Bobcat of Michiana as the lowest responsible and responsive bidder
- 9) Engineering Department:** Accept the sanitary sewer infrastructure as listed as a public asset and the infrastructure be accepted for maintenance within the previously dedicated easement for the Elkhart Market Center project



10) Engineering Department: Approve the corrections to the certified inventory for the City's centerline mileage and authorize Mayor Stutsman to sign a letter stating that all the requested changes to the inventory are accepted and maintained by the City

11) Engineering Department: Move to release the 3-year bond and accept the First Street Reconstruction project for permanent maintenance

12) Engineering Department: Approve and authorize the Mayor to sign Agreement Amendment No. 2 with Abonmarche Consulting for GIS and IT Services to extend its contract services completion date to May 1, 2023

13) Engineering Department: Approve and authorize the Mayor to sign Agreement 2023 GIS and IT On-Call Services with Abonmarche Consulting for a not to exceed fee of \$60,000

14) Engineering Department: Enter into a Water Utility On-call Professional Service Agreement with Donohue and Associates for \$20,000 and authorize the Mayor to sign task orders prepared under the terms and conditions of the agreement

15) Engineering Department: Enter into a Wastewater On-call Professional Service Agreement with Donohue and Associates for \$39,800 and authorize the Mayor to sign task orders prepared under the terms and conditions of the agreement

16) Clerk-Treasurer's Office: Approve the 2023 Board of Works meeting calendar

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE DECEMBER 12, 2022 REGULAR MEETING**

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

Present: Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

Absent: Mayor Jeremy Stutsman

CALL TO ORDER: Acting Chair Mike Landis called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Acting Chair Landis presented the minutes of the Dec. 5, 2022 Regular Meeting with a correction that the minutes that were approved on Dec. 5 were for the Nov. 21 meeting and not Dec. 5. Board member DeWayne Riouse moved to approve the minutes as amended and the motion was seconded by Board member Mary Nichols. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Acting Chair Landis presented the agenda with the addition of new agenda item #9) Engineering Department: Authorize the City's Director of Public Works and Utilities to sign the Customer/Municipality Profile questionnaire issued by Federal Signal. Board member Riouse moved to approve the agenda as changed. Board member Nichols seconded the motion. Motion passed 4-0.

1) OPENING OF BIDS: 2022 or newer Compact Excavator (bids were due 1:45 p.m., Dec. 12, 2022)

Opportunity: A 2022 or newer 6-Ton Class Compactor Excavator that meets the needs of the City of Goshen's Water/Sewer Department. Besides the Compact Excavator (Item No. 1), offers were also solicited for these optional items: Item 2, 6-in-1 Dozer blade; Item 3, Angle Blade; and Item 4, Extra Counter Weight.

Acting Chair Landis opened the bids received for the 6-Ton Class Compactor Excavator. Bids were received from two companies in the following bid amounts

Bobcat of Michiana, Elkhart, Indiana submitted these bids: 1. \$91,646.75 (2022 Bobcat E63); 2. Not available (6-in-1 Dozer blade); 3. \$2,597.76 (Angle Blade); 4. \$2,477.62 (Extra Counter Weight).

McCann Industries, Inc. of Addison, Illinois submitted these bids: 1. \$73,908 (2023 Case); 2. Not available (6-in-1 Dozer blade); 3. \$3,300 (Angle Blade); 4. \$792 (Extra Counter Weight). \$78,000 grand total.

Acting Chair Landis/Nichols moved to refer the bids to the Legal Department for review. Motion passed 4-0.

2) Legal Department: Approve and authorize Mayor Stutsman to execute an agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924
Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute an agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924.

Riouse/Nichols moved to approve and authorize Mayor Stutsman to execute an agreement with Q mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924. Motion passed 4-0.



3) Legal Department: Resolution 2022-38 – *Declaring Surplus and Authorizing the Disposal of Personal Property*

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to pass Resolution 2022-38, *Declaring Surplus and Authorizing the Disposal of Personal Property*.

Marks said the City Information Technology Department wants to dispose of 17 custom computer towers that are no longer needed or are unfit for the purpose for which they were intended. Components will be reused or recycled.

Resolution 2022-38 declares the property as surplus and authorizes its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

Riouse/Nichols moved to pass Resolution 2022-38, *Declaring Surplus and Authorizing the Disposal of Personal Property*. Motion passed 4-0.

4) Engineering Department: Approve and authorize the Mayor to execute agreements with Serving Hand Ministries and B&B Homebuilders for the completion of the construction project at 1502 Hay Parkway

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute the agreements with Serving Hand Ministries and B&B Homebuilders for the Completion of the Construction Project at 1502 Hay Parkway.

Sailor said the home at 1502 Hay Parkway has passed its final building inspection and the project is substantially complete except for exterior concrete work. This final requirement cannot be completed at this time due to weather conditions. The Stormwater Department has submitted Agreements for the Completion of the Construction Project for approval and authorizations for the Mayor to execute. The property owner, Serving Hand Ministries, and builder, B&B Homebuilders, agree to complete all concrete work by June 15, 2023. The expected cost of work is \$2,900 and a surety check for that amount has been remitted to the Clerk-Treasurer's Office.

Riouse/Nichols moved to approve and authorize the Mayor to execute the agreements with Serving Hand Ministries and B&B Homebuilders for the Completion of the Construction Project at 1502 Hay Parkway. Motion passed 4-0.

5) Engineering Department: Approve the lane restrictions on Greene Road on Dec. 13-14 for the installation of Comcast fiber optic cable

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the lane restrictions on Greene Road on December 13-14 for the installation of Comcast fiber.

Sailor said Comcast has requested lane restrictions on Greene Road on Dec. 13-14 for the installation of fiber optic cable. The lane restrictions will follow MUTCD guidance and will restrict traffic to one lane with the use of flaggers as depicted on an exhibit attached to the Board's meeting packet.

Board member Landis asked if Comcast would be installing fiber optic cable across the City as Surf Internet and Frontier Communications have been doing. **Sailor** said he didn't assume Comcast would be doing the same as anyone else. **Sailor** clarified that Comcast would likely be installing extensive fiber optic cable in the City.

Riouse/Nichols moved to approve the lane restrictions on Greene Road on December 13-14 for the installation of Comcast fiber optic cable. Motion passed 4-0.



6) Engineering Department: Approve agreement amendment No. 1 with Abonmarche Consultants for The Crossing Subdivision Drainage project design for an additional \$31,506

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve Agreement Amendment No. 1 with Abonmarche Consultants for The Crossing Subdivision Drainage project design for an additional \$31,506.

Sailor said Abonmarche completed the initial design and found additional tasks that are required to complete the project, which include additional drainage easements, staking of utility potholing locations, incorporating the golf course pond into drainage modeling. This increases the contract price \$31,506, for a total contract price of \$77,806.00.

In response to a question from **Board member Landis**, **Sailor** confirmed that there has been previous Board action for the contractor.

Riouse/Nichols moved to approve Agreement Amendment No. 1 with Abonmarche Consultants for The Crossing Subdivision Drainage project design for an additional \$31,506. Motion passed 4-0.

7) Engineering Department: Approve the balancing Change Order No. 2 for the Concrete Paving Project (JN: 2022-0002), increasing the Rieth Riley contract by \$40,940.69, for a final contract amount of \$1,014,485.94.

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the balancing Change Order No. 2 for the Concrete Paving Project (JN: 2022-0002), increasing the Rieth Riley contract by \$40,940.69, for a final contract amount of \$1,014,485.94.

Sailor said the City Engineering Department found a few additional areas with unsuitable soils which requires undercutting and placing #2 crushed/recycled concrete. The Engineering Department also directed Rieth Riley to replace the pavement in front of driveways in half/sections to ease the parking for residents, which required the use of more dowel bars. He said Change Order No. 2 increases the current contract price by \$40,940.69, making the final contract amount \$1,014,485.94, a 4.21% increase over the original contract of \$973,545.25.

Riouse/Nichols moved to approve the balancing Change Order No. 2 for the Concrete Paving Project (JN: 2022-0002), increasing the Rieth Riley, increasing the contract by \$40,940.69, for a final contract amount of \$1,014,485.94. Motion passed 4-0.

8) Engineering Department: Approve the agreement with Niblock Excavating for the 2023 Asphalt Paving project in the amount of \$2,477,613.50

City Civil Traffic Engineer Josh Corwin asked the Board to approve the agreement with Niblock Excavating for the 2023 Asphalt Paving project (JN: 2023-0002A) in the amount of \$2,477,613.50.

Corwin said on Dec. 5, 2022, the City Engineering Department received proposals for the above referenced project. Following are the results: Niblock Excavating, -\$2,477,613.50 and Rieth-Riley -\$2,999,420.00. **Corwin** said the Engineering Department was requesting that the Board of Public Works and Safety award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

In response to a question from **Board member Landis**, **Corwin** said that Niblock specified lower costs for traffic control because the company believes it can meet the requirements more inexpensively than Rieth Riley.

Riouse/Nichols moved to approve the agreement with Niblock Excavating for the 2023 Asphalt Paving project (JN: 2023-0002A) in the amount of \$2,477,613.50. Motion passed 4-0.



9) Engineering Department: Authorize the City's Director of Public Works and Utilities to sign the Customer-Municipality Profile questionnaire issued by Federal Signal

City Director of Public Works & Utilities Dustin Sailor said on Nov. 21, 2022, the Board authorized the purchase and installation of an outdoor warning siren for 29th Street in East Goshen from Federal Signal. After the agreement was signed. Sailor said Federal Signal forwarded the City a Customer/Municipality Profile questionnaire that requires the signature of the City's authorized representative. He requested authorization to sign the document.

Riouse/Nichols moved to authorize the City's Director of Public Works and Utilities to sign the Customer-Municipality Profile questionnaire issued by Federal Signal. Motion passed 4-0.

10) Clerk-Treasurer's Office: Review draft Board of Works calendar for 2023

Clerk-Treasurer Richard R. Aguirre presented the Board of Works with a draft meeting calendar for 2023. He asked Board members to review the calendar and let him know this week if they anticipate being absent on any of the planned meeting days. If there are scheduled meeting days when the Board will not have a quorum, Aguirre said the decision can be made now to not schedule a meeting on those dates. Aguirre said he will be asking the Board to approve the 2023 meeting calendar on Dec. 19, 2022. **Information-only item; no Board action.**

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

Acting Chair Landis opened Privilege of the Floor at 2:16 p.m.

There were no public comments, so Acting Chair Landis closed Privilege of the Floor.

As all matters before the Board of Public Works & Safety were concluded, Acting Chair Landis/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Acting Chair Landis adjourned the Board of Works meeting at 2:16 p.m.

EXHIBIT #1: Memorandum, dated Dec. 12, 2022 from Director of Public Works & Utilities Dustin Sailor to the Board providing background and context for new agenda item #9. Authorize the City's Director of Public Works and Utilities to sign the Customer-Municipality Profile questionnaire issued by Federal Signal.

APPROVED

Mayor Jeremy Stutsman



Mike Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

December 9, 2022

To: Board of Works and Public Safety

RE: Private Lee Mravec Retirement

From: Chief Danny Sink

After 27 years of dedicated service to the Goshen community; Private Lee Mravec has submitted his letter of intent to retire effective January 06, 2023 and I ask that you affirm Lee's retirement from GFD.

We have enjoyed our years of working together with Lee at GFD and his contributions for our success are many. We wish him the very best in his new endeavors.



Danny C. Sink, Chief
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December 13, 2022

To: The Board of Works and Public Safety

RE: Promote Joseph F. Cestone to Private First Class

From: Fire Chief Danny Sink

Joseph F. Cestone will complete his probationary year at GFD on December 20, 2022. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Joe be promoted to the rank of Private First Class for the Goshen Fire Department, effective December 20, 2022. Thank you

Thank you.



Jeremy P. Stutsman, Mayor
CITY OF GOSHEN

202 South Fifth Street, Suite I • Goshen, IN 46528-3714

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mayor@goshencity.com • www.goshenindiana.org

December 16, 2022

TO: Board of Public Works & Safety

FROM: Jeremy Stutsman, Mayor

RE: Board and Commission Appointments

The following Plan Commission appointments expire at the end of 2022:

1. Richard Worsham, Board of Works' annual appointment;
2. Rolando Ortiz, Citizen appointment by the Mayor, four-year term

City staff would like to have Mr. Worsham and Mr. Ortiz continue serving on the Plan Commission and both are happy to do so.

I would like to nominate Richard Worsham for an annual appointment by the Board of Works with a term of 1/1/23-12/31/23. I appreciate your consideration.

I also am reappointing Rolando Ortiz to the Plan Commission for a four-year term of 1/1/23-12/31/26.

Thank you.



324 S 5th St. Goshen, IN 46528
amanda@eyedart.com
(574) 203-2034 ext. 2

Board of Works Request
December 14, 2022

Downtown Goshen Inc. is requesting multiple street closures for the year of 2023 for purposes of First Friday activities. Please see the attached document for maps and individual requests.

1. What parking spaces/streets do you want to close/use? Various
2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays
3. When do you want to start the closure, and when will the closure end? Various dates in 2023
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure. They will be informed of our intent to attend the next Board of Works meeting in case of any concerns. These street closures can also be found online at downtowngoshen.org.
5. Do you require any barricades from the Street Department to accomplish the closure for your event? We will require barricades and orange fencing for various events. These specific details are listed on the attached document.

Thank you for your consideration.

Amanda McMahan
Event Coordinator
Eyedart Creative Studios

Goshen First Fridays 2023

Event Title	Event Summary	City Support Request
January Fire & Ice Festival Friday, January 6, 2023 Noon - 8 p.m.	The annual spectacle of fire and ice returns to Goshen with even more delights. Professional carvers transform 300- and 600-pound blocks of ice into time-bound art while fire dancers light the night sky. And if it gets too cold, downtown stores are ready to add heat with fiery food and beverage specials and post-holiday shopping discounts. Children should come royally dressed to sit on the ice throne or sleigh and have their picture taken! And don't leave without roasting a free marshmallow over the toasty outdoor fires.	<ol style="list-style-type: none"> 1. 100 Block East Washington to Alley Road Closed & No Parking 2 PM-Midnight 2. 2 Street Department Contractors w/ Gator to pick up Ice and Carving Debris 4-7 PM 3. 2 Police Officers 6-10 PM 4. Trash Trailer Behind Electric Brew
February I ❤️ Goshen Friday, February 3, 2023, 5 - 9 p.m.	Valentine's, Galentine's, or Palentine's: however you celebrate, this sweetheart's holiday belongs to you in the heart of downtown Goshen! Tour our stores and restaurants to shop for their selection of wine, chocolate, and Valentine's Day specials. Items and dishes celebrating love and friendship are on the menu – or sale – at merchants and eateries. And downtown businesses will be showing their love to kids on First Fridays and hosting activities and events for children in stores.	NA
March Treat Yourself Friday, March 3, 2023 5 - 9 p.m.	For March 1 Fridays, more is MORE! Discover an indulgent treat to help you make it through to the end of the season with the help of Goshen's downtown merchants. Indulge in a heaping helping of decadent food or drink, or pick up one of the over-the-top, only-for-you retail specials are sure to spark joy even while winter lingers. Food features are "big" plate-focused, highlighting the most decadent menu items and one-night-only, over-the-top specials.	NA
April Spring into Action Friday, April 7, 2023 5 - 9 p.m.	Eat, Drink and Shop for a cause in April, and simultaneously support your favorite downtown business and Goshen nonprofit. Visit participating restaurants, bars, and merchants who've sponsored a Goshen-area nonprofit, and 10% of your First Fridays' purchase will be donated to a partnering charity. Select downtown businesses will host kids' activities this evening dedicated to getting together and giving back.	NA
May Green Day Celebration Bike & Tree Fest Friday, May 5, 2023, 5 - 9 p.m.	Choose your outdoor adventure at this First Fridays' environmental extravaganza featuring a multitude of green events. The event includes live music with Goshen elementary school choirs followed by live bands. In addition, win a free tree sapling giveaway to the first 100 people. Enjoy a bike parade to showcase your wheels and costume and win a prize! Scope the treetops with tree climbing with the help of the right gear. Bring your family to discover, see, and touch local animals. And May's Green Day Celebration marks the glorious return of eating and drinking in the great outdoors! Visit food trucks and a beer and cider garden, and enjoy a special guest appearance by the Winona Bike Works' Goshen. Brewing Company beer bike!	<ol style="list-style-type: none"> 1. 100 Block North Main: Road Closed & No Parking 12 PM-Midnight 2. 2 Street Department Contractors w/ Gator to empty trash and pick up any litter 6-10 PM 3. 2 Police Officers 6-10 PM 4. Trash Trailer at Courthouse 5. ORANGE FENCE (Courthouse Lawn + 100 Block N. Main)
June Sweet 16 Celebration	Get ready to roll at First Fridays' Roller Rink Birthday Party on Main Street! You bring the skates, and First Fridays will have all the glow bracelets, glow sticks, and LED lights available to help you live out your disco ball dreams. Our DJ keeps the groove flowing throughout	<ol style="list-style-type: none"> 1. 200 Block Of South Main: Road Closed And No Parking All Day 2. ORANGE FENCE (all of 200 S Main block)

<p>Friday, June 2, 2023 5 - 9 p.m.</p>	<p>the night, but food trucks and the beer and cider garden will be ready whenever you need to stop and catch your breath. Kids are invited to bring their skates and roll around the Main Street rink, but the family-friendly fun extends beyond street skating with face painting, balloon animals, games, jugglers, and a chance to touch a fire truck.</p>	<ol style="list-style-type: none"> 3. 2 Medics at Skating Rink 6-10 PM 4. 2 Street Department Contractors w/ Gator to empty trash and pick up any litter 6-10 PM 5. 2 Police Officers 6-10 PM 6. Use of Parks Department Gator noon-10 PM
<p>July Goshen Cruise-in Car Show Friday, July 7, 2023 5 - 9 p.m.</p>	<p>Fans of classic and extraordinary cars rejoice! Goshen's favorite summertime car show returns with a judged competition for select makes and models. Make a pit stop at one of the event's food trucks or cruise by the First Fridays beer and cider garden. Even the littlest aspiring speedsters can take a victory lap when they tool around a track set up for pedal cars. Live music and DJs provide a soundtrack sweet enough for anyone to drive off into the sunset.</p>	<ol style="list-style-type: none"> 1. 100 Block North Main: Road Closed & No Parking 2 PM-Midnight 100 Block South Main Road Closed & No Parking 2 PM-Midnight 200 Block South Main Road Closed & No Parking - All Day 2. ORANGE FENCE: 200 block of South Main 3. 2 Street Department Contractors w/ Gator to empty trash and pick up any litter 6-10 PM 4. 2 Police Officers 6-10 PM 5. Trash Trailer Behind Electric Brew 118 E. Washington St. 6. Use of Parks Department Gator noon-10 PM
<p>August Goshen Games August 4, 2023 5 - 9 p.m.</p>	<p>Goshen goes for the gold! Participate in – or just enjoy from the sidelines – the spectacle of three concurrent tournaments downtown: Pickleball, Cornhole, and Disc Golf. Coaches will be on hand to teach the basics you want to learn, and kids will have their own activities and games to play, including face painting, giant cornhole, and lawn games. Keep up your strength with a visit to one of the participating food trucks or cool off at the beer and cider garden. And if shopping's your game, play your way through sales and specials on outdoor activity items, athleisure apparel, and shoes at participating retailers.</p>	<ol style="list-style-type: none"> 1. 100 & 200 Blocks Of South Main: Road Closed & No Parking All Day 2. ORANGE FENCE: 200 block of South Main 3. 2 Street Department Contractors w/ Gator to empty trash and pick up any litter 6-10 PM 4. 2 Police Officers 6-10 PM 5. 2 Medics at Pickleball Courts 6-10 PM 6. Trash Trailer Behind Electric Brew 118 E. Washington St. 7. Use of Parks Department Gator 8 AM- 10 PM
<p>September Tactoberfest (Local Tacos & Brews) Friday, September 1, 2023 5 - 9 p.m.</p>	<p>Beer and tacos, need we say more? Taco vendors from around the area compete for Goshen's greatest taco award – People's Choice – while local breweries serve a variety of beers and ciders. Live music and the return of the annual fall fashion show play out alongside this first-ever Goshen event experience. Crafts and face painting make Tactoberfest fun for all ages, with food trucks and the season's final beer and cider garden offering refreshments for all! And take advantage of one of the end of summer's few upsides: Labor Day sales at merchants around downtown.</p>	<ol style="list-style-type: none"> 1. 200 Block Of South Main: Road Closed And No Parking All Day 2. 100 Block of South Main: Road Closed & No Parking 4PM - 10 PM 3. ORANGE FENCE: 200 block of South Main 4. 2 Street Department Contractors w/ Gator to empty trash and pick up any litter 6-10 PM 5. 2 Police Officers 6-10 PM 6. Trash Trailer Behind Electric Brew 118 E. Washington St. 7. Use of Parks Department Gator noon-10 PM
<p>October Arts Tour Friday, October 6, 2023 5 - 9 p.m.</p>	<p>Local artists display and sell artwork in downtown businesses and restaurants. Tour various art displays and cast your vote for Arts Tour's Best-in-Show! Children can explore free makers activities throughout the night or tour the elementary art exhibit – a collection of pieces made by other young people. This art-tastic night includes food or drink specials named for a famous – or locally famous – artist.</p>	<p style="text-align: center;">NA</p>

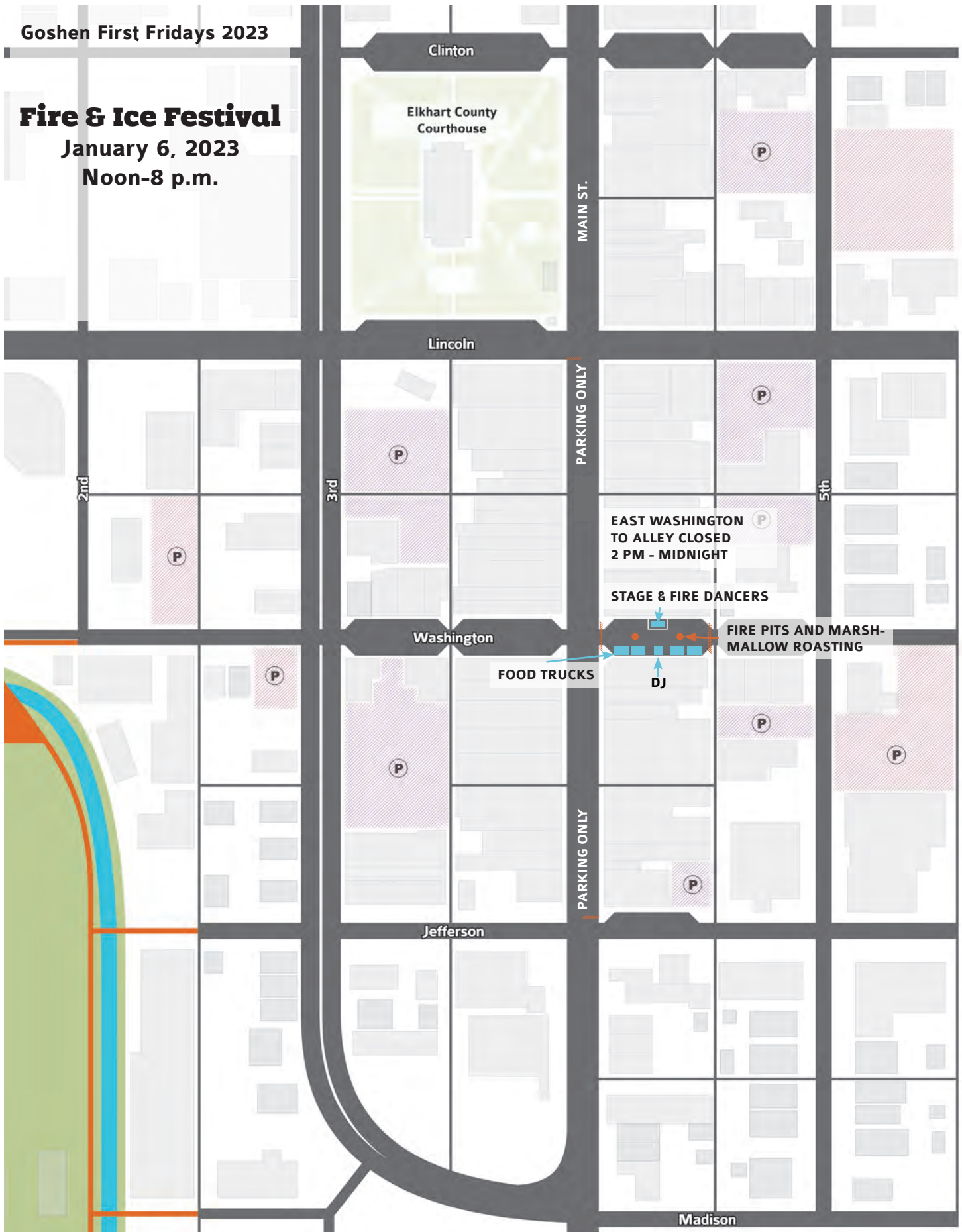
<p>November Holiday Light Parade Friday, November 3, 2023 5 - 9 p.m.</p>	<p>The nights are getting longer, and we're here for it! A spectacle of lighted floats and parade entries wind their way down Main Street. As the parade plays its way down the street, downtown's rooftops and stores will be lit along the way, illuminating the night. Comfort food specials are also on parade this bright night — soups, warm drinks, and other hearty, cold-night foods will be featured at downtown eateries. And member merchants help you prepare for the holidays with items to help you entertain or relax during the year's most festive (and sometimes stressful) season.</p>	<ol style="list-style-type: none"> 1. Main Street, Clinton, Jefferson, Fifth Street- Parade Route No Parking 2-8 PM Road Closed 6:30 - 8 PM 2. 100 Block E. Jefferson Road Closed and No Parking 2 - 10 PM 3. 200 Block E. Jefferson Road Closed and No Parking 2 - 10 PM 4. 500 Block S. 5th Road Closed and No Parking 2 - 10 PM 5. 8-10 Police Officers around Parade Route for Traffic Control 6-8:00 PM 6. Use of Parks Department Gator noon-10 PM
<p>December Hometown Holiday Friday, December 1, 2023 5 - 9 p.m.</p>	<p>The community comes together downtown to celebrate the holiday season. Sing carols with friends and neighbors on Main Street, then light the tree on West Washington at 7 p.m.! Shop the outdoor holiday market and enjoy seasonal treats (Christmas cookies, anyone?) and drinks. Children's photos with Santa are free, and young gift-givers are invited to make their own presents at make-a-gift opportunities provided by local retailers.</p>	<ol style="list-style-type: none"> 1. Main Street and West Washington: Close Intersection 6 - 7 PM for Tree Lighting

Goshen First Fridays 2023

Fire & Ice Festival

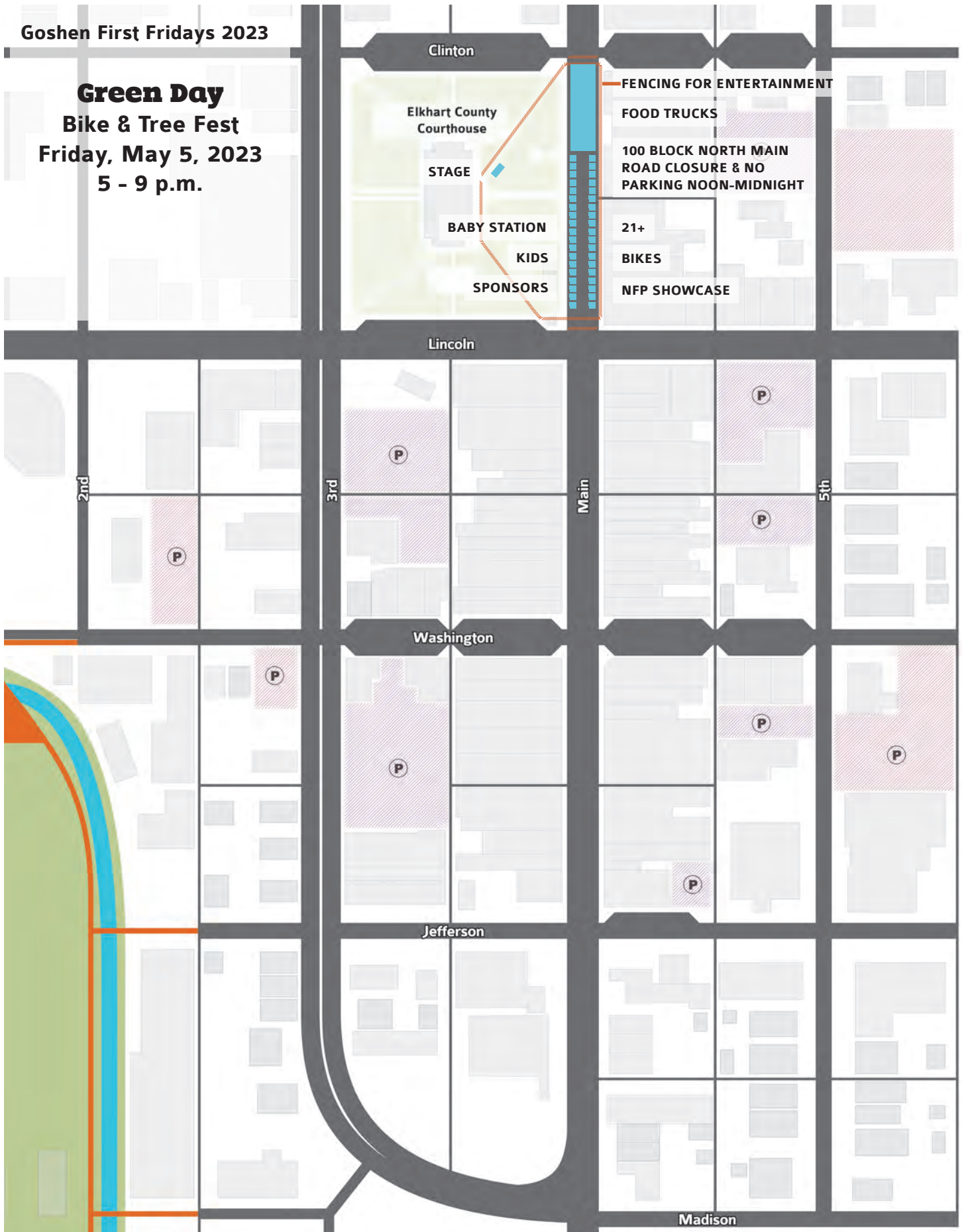
January 6, 2023

Noon-8 p.m.



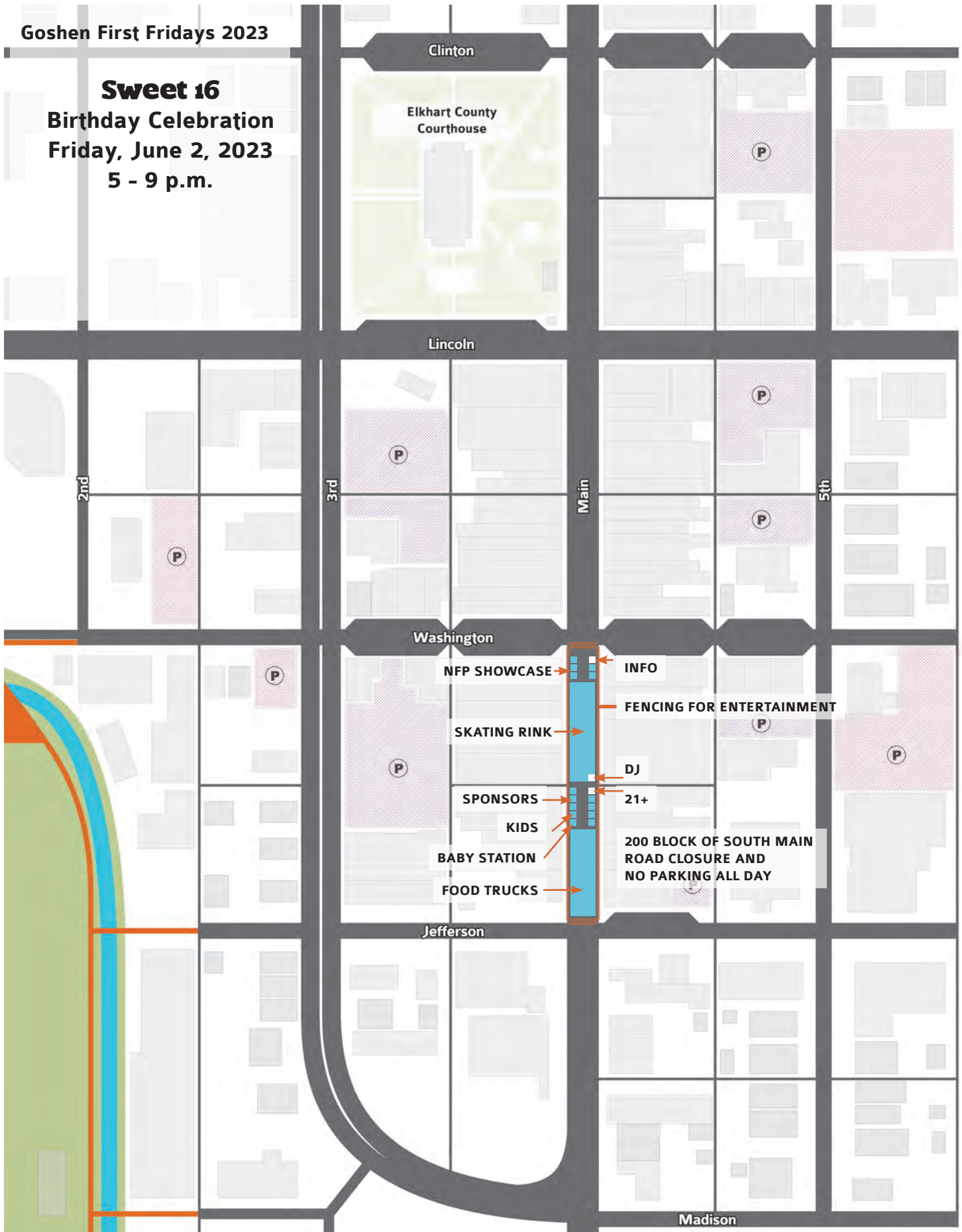
Goshen First Fridays 2023

Green Day
Bike & Tree Fest
Friday, May 5, 2023
5 - 9 p.m.



Goshen First Fridays 2023

Sweet 16
Birthday Celebration
Friday, June 2, 2023
5 - 9 p.m.



Clinton

Elkhart County
Courthouse

Lincoln

2nd

3rd

Main

5th

Washington

NFP SHOWCASE

INFO

SKATING RINK

FENCING FOR ENTERTAINMENT

SPONSORS

DJ

KIDS

21+

BABY STATION

FOOD TRUCKS

200 BLOCK OF SOUTH MAIN
ROAD CLOSURE AND
NO PARKING ALL DAY

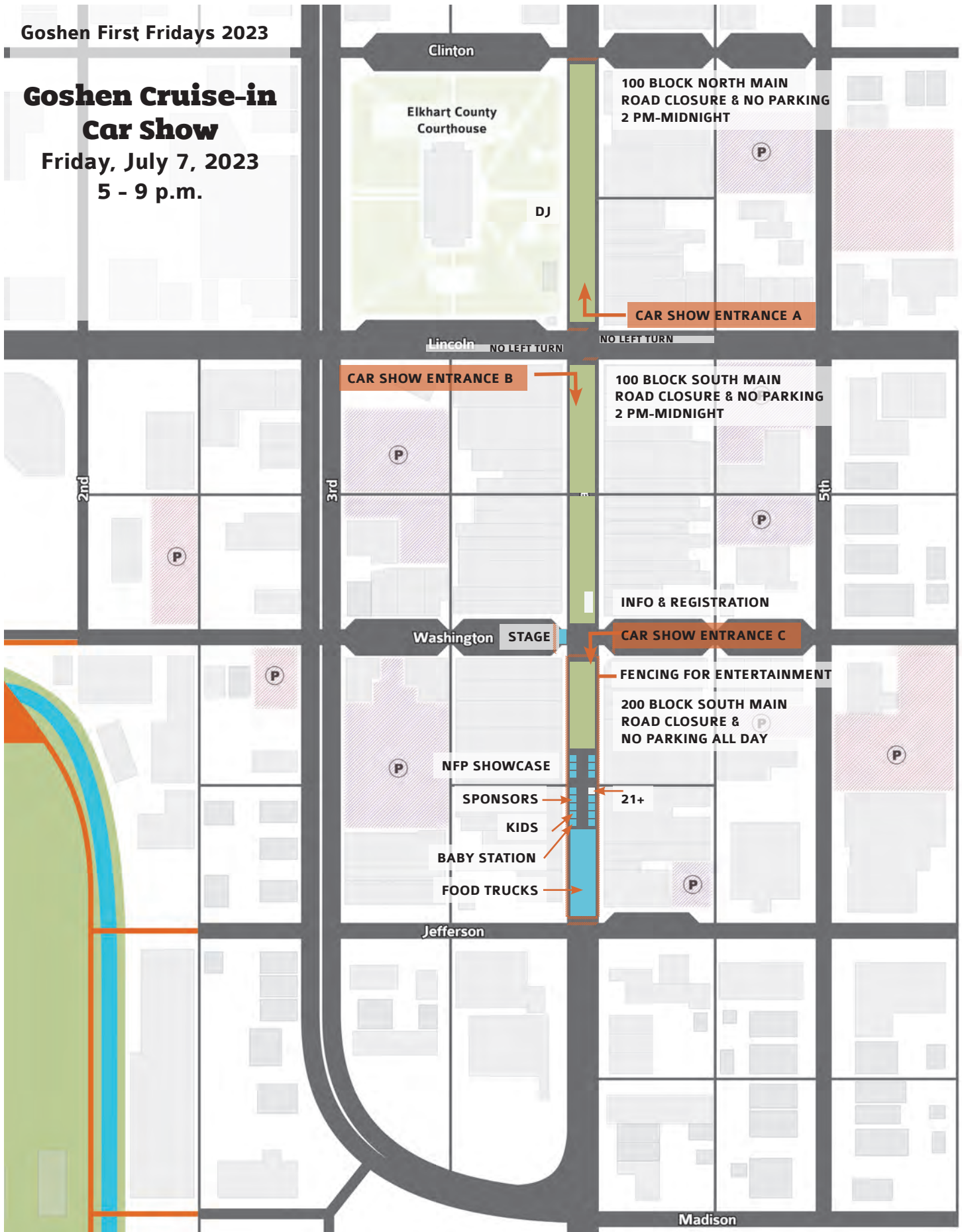
Jefferson

Madison

Goshen First Fridays 2023

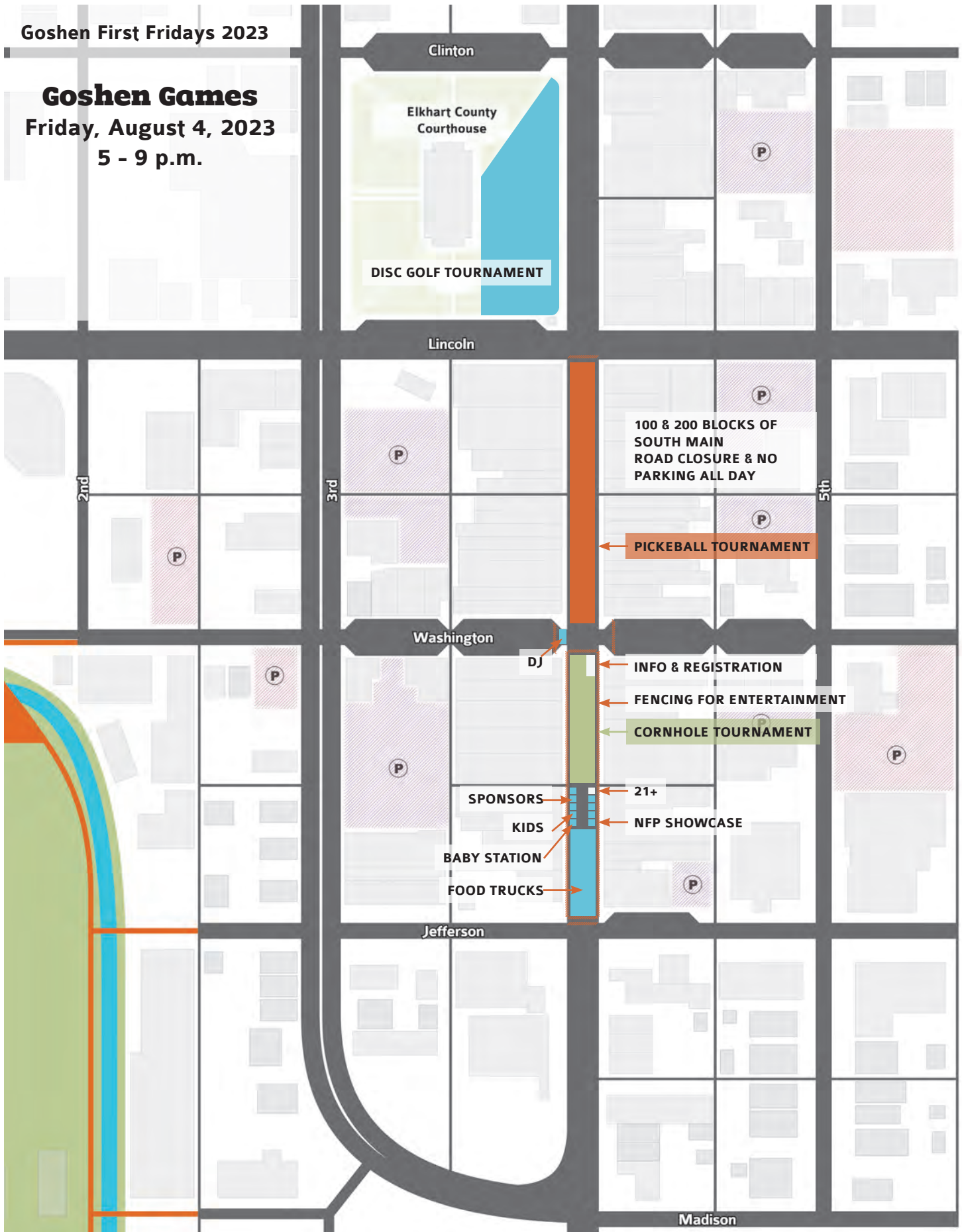
Goshen Cruise-in Car Show

Friday, July 7, 2023
5 - 9 p.m.



Goshen First Fridays 2023

Goshen Games
Friday, August 4, 2023
5 - 9 p.m.



Clinton

Elkhart County
Courthouse

DISC GOLF TOURNAMENT

Lincoln

100 & 200 BLOCKS OF
SOUTH MAIN
ROAD CLOSURE & NO
PARKING ALL DAY

PICKEBALL TOURNAMENT

Washington

DJ

INFO & REGISTRATION

FENCING FOR ENTERTAINMENT

CORNHOLE TOURNAMENT

SPONSORS

21+

KIDS

NFP SHOWCASE

BABY STATION

FOOD TRUCKS

Jefferson

Madison

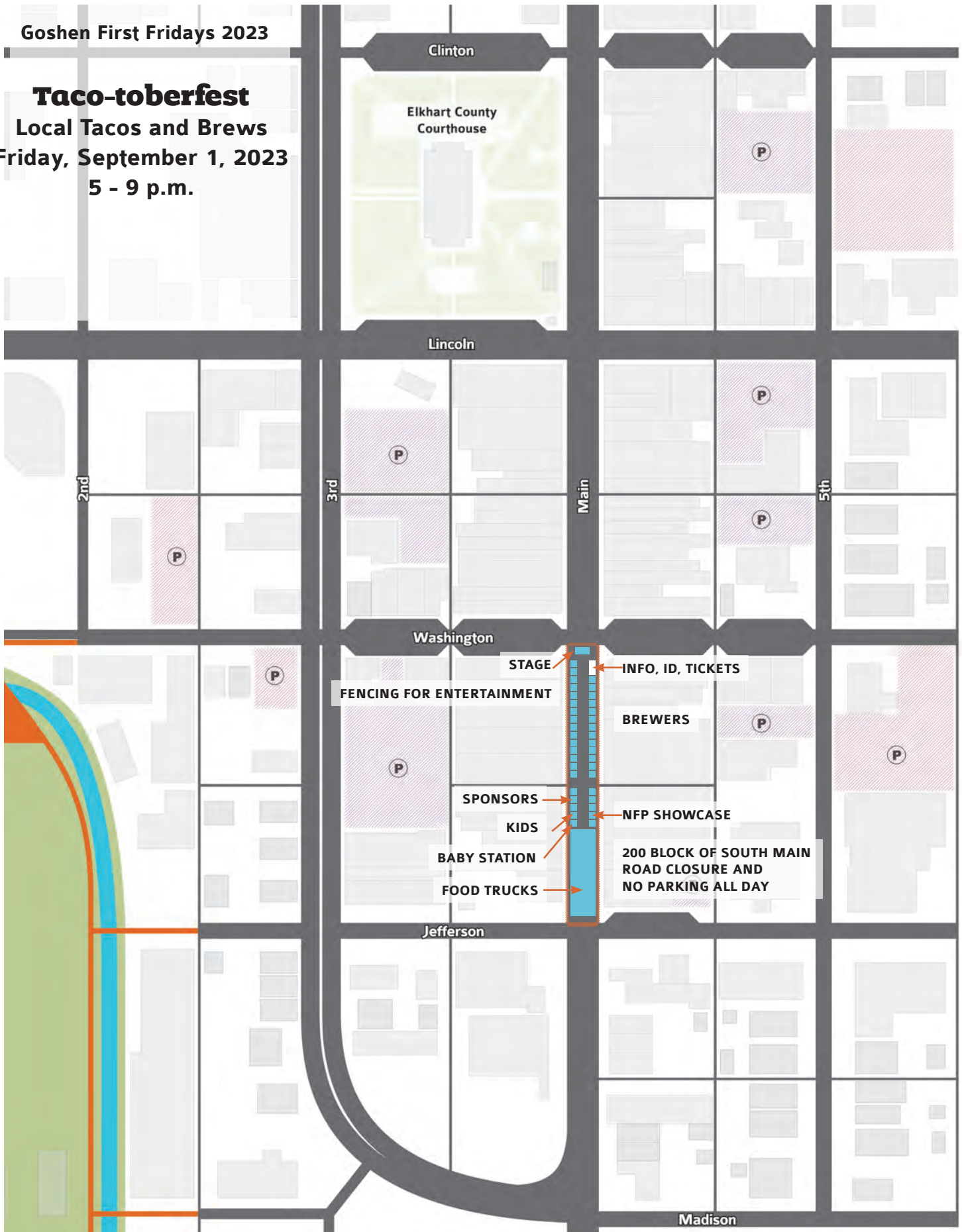
2nd

3rd

5th

Goshen First Fridays 2023

Taco-toberfest
Local Tacos and Brews
Friday, September 1, 2023
5 - 9 p.m.



Clinton

Elkhart County
Courthouse

Lincoln

2nd

3rd

Main

5th

Washington

STAGE

INFO, ID, TICKETS

FENCING FOR ENTERTAINMENT

BREWERS

SPONSORS

KIDS

BABY STATION

FOOD TRUCKS

NFP SHOWCASE

200 BLOCK OF SOUTH MAIN
ROAD CLOSURE AND
NO PARKING ALL DAY

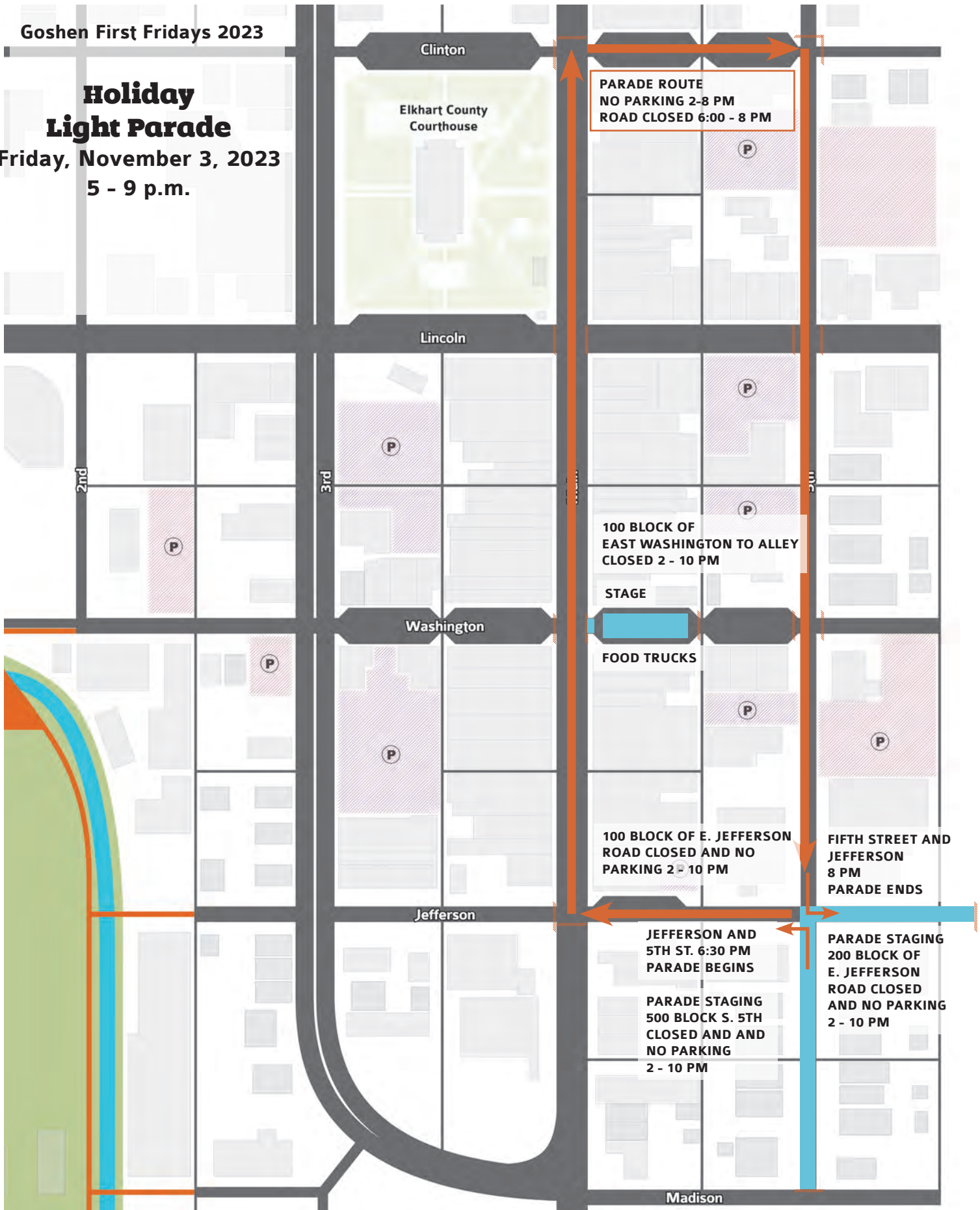
Jefferson

Madison

Goshen First Fridays 2023

Holiday Light Parade

Friday, November 3, 2023
5 - 9 p.m.





CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

December 19, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-36, Share of Costs of Wages and Benefits for 2023

There are certain city positions, including elected officials, in which the cost of wages and employment benefits are paid from more than one fund or budget. Pursuant to the annual compensation ordinances for Elected Officials and for Civil City and Utilities Employees, the Board of Public Works and Safety is to annually determine the percentage share of cost for the affected positions that are paid from more than one fund or budget. Resolution 2022-36 is for this purpose.

Suggested Motion:

Move to adopt Resolution 2022-36, Share of Costs of Wages and Benefits for 2023.

**Goshen Board of Public Works and Safety
Resolution 2022-36**

Share of Costs of Wages and Benefits for 2023

WHEREAS the cost of wages and employment benefits for certain City of Goshen positions are paid from more than one fund or budget.

WHEREAS pursuant to the annual compensation ordinance for Elected Officials and for Civil City and Utilities Employees, the Goshen Board of Public Works and Safety is to determine on an annual basis the percentage share of cost of wages and employment benefits that are paid from more than one fund or budget for the affected positions.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the cost of wages and employment benefits shall be paid from more than one fund or budget for the Positions and at the respective percentages as set forth in Exhibit A for budget year 2023.

BE IT FURTHER RESOLVED that certain Position titles in Exhibit A specify a number of positions. This is not intended to limit the number of positions with the same Position title in a particular Department or Office, but rather to limit the number of positions of that Position title in which the wages and benefits are paid from more than one fund or budget. The Department or Office may have other positions of the same Position title in which the wages and benefits are paid entirely from one fund or budget.

PASSED by the Goshen Board of Public Works and Safety on December 19, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

EXHIBIT A
2023 Share of Costs of Wages and Benefits

Department/Office	Position	Number of Positions	Civil City	Wat/Sew Utilities	Other Budget or Fund (as Specified)
Central Garage	Fleet Maintenance Manager (Gr 19)		50%	50%	
Central Garage	Assistant Fleet Maintenance Manager (Gr 13)		80%	20%	
Clerk-Treasurer	Clerk-Treasurer		70%	30%	
Clerk-Treasurer	Office Assistant I (Gr 7)	1	60%	40%	
Common Council	Common Council Member		60%	40%	
Community Development	Community Development Director (Gr 23)		30%	70%	Redevelopment Non-Reverting Operating Fund
Community Development	Code Compliance Officer II (Gr 10)		50%	50%	Residential Lease Fee Fund
Community Development	Project Manager (Gr 14)	1	50%	50%	Redevelopment Non-Reverting Operating Fund
Community Development	Office Assistant I (Gr 7)	1	25%	75%	Redevelopment Non-Reverting Operating Fund
Engineering	Civil City Engineer (Gr 30)		50%	50%	
Engineering	Utilities Engineer (Gr 30)		30%	70%	
Engineering	Administrative City Engineer (Gr 24)	1	50%	50%	
Engineering	Project Manager (Gr 20)		50%	50%	
Engineering	GIS Coordinator (Gr 13)		50%	50%	
Engineering	Asset Manager (Gr 12)		60%	40%	
Engineering	Technician I (Gr 11)		50%	50%	
Engineering	Technician II (Gr 9)		50%	50%	
Engineering	Inspector I (Gr 10)		50%	50%	
Engineering	Inspector I (Gr 10)	1	50%	50%	Stormwater Utility

EXHIBIT A
2023 Share of Costs of Wages and Benefits

Department/Office	Position	Number of Positions	Civil City	Wat/Sew Utilities	Other Budget or Fund (as Specified)
Engineering	Inspector II (Gr 9)	1	50%	50%	
Engineering	Inspector II (Gr 9)	1		50%	50% Stormwater Utility
Engineering	Office Assistant I (Gr 7)		50%	50%	
Legal	City Attorney	1	40%	30%	30% Redevelopment Non-Reverting Operating Fund
Legal	Assistant City Attorney		50%	50%	
Legal	Legal Compliance Administrator (Gr 19)		50%	50%	
Legal	Human Resources Manager (Gr 18)		60%	40%	
Legal	Paralegal (Gr 11)		50%	50%	
Legal	Administrative Legal Assistant (Gr 9)		50%	50%	
Legal	Office Assistant I (Gr 7)		60%	40%	
Legal	Office Assistant III (Gr 5)		60%	40%	
Mayor	Mayor		60%	40%	
Mayor	Administrative Assistant (Gr 12)		60%	40%	
Non-specified	Board of Public Works and Safety Member		60%	40%	
Non-specified	Technology Coordinator (Gr 15)		60%	40%	
Non-specified	Technology Assistant I (Gr 10)	1	60%	40%	
Non-specified	Technology Assistant II (Gr 7)	1	60%	40%	
Non-specified	Buildings and Grounds Maintenance Manager (Gr 9)		60%	40%	
Non-specified	Receptionist/Office Assistant III (Gr 5)		60%	40%	
Non-specified	Custodian (Gr 3)	1	60%	40%	



CITY OF GOSHEN LEGAL DEPARTMENT

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December 19, 2022

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-39, Documenting the Submission of the 2022 Annual Certifications by City of Goshen Elected Officers

The attached resolution is to document the submission of the annual Certifications by all City of Goshen elected officers related to the state statutes and city policies regarding the employment of relatives by the City and contracting with the City.

Suggested Motion:

Move to pass Resolution 2022-39, Documenting the Submission of the 2022 Annual Certifications by City of Goshen Elected Officers.

**Goshen Board of Public Works and Safety
Resolution 2022-39**

**Documenting the Submission of the
2022 Annual Certifications by City of Goshen Elected Officers**

BE IT RESOLVED that the Goshen Board of Public Works and Safety acknowledges and documents the submission of the 2022 annual certifications by each of the ten (10) City of Goshen elected officers as attached to this resolution which certify, under the penalties for perjury, the following:

- (1) The elected officer has not violated Indiana Code § 36-1-20.2 et seq. entitled, “Nepotism”;
- (2) The elected officer has violated Goshen Common Council Resolution 2012-14 entitled, “Adopting a Policy Regulating Employment of Relatives by the City,” passed May 15, 2012 and adopted May 29, 2012;
- (3) The elected officer has not violated Goshen Board of Public Works and Safety policy entitled, “Employment of Relatives by City,” adopted January 24, 2022;
- (4) The elected officer is in compliance with Indiana Code § 36-1-21 et seq. entitled, “Contracting with a Unit”;
- (5) The elected officer is in compliance with Goshen Common Council Resolution 2012-15 entitled, “Adopting a Policy Regulating Contracting with the City,” passed May 15, 2012 and adopted May 29, 2012; and
- (6) The elected officer is in compliance with Goshen Board of Public Works and Safety policy entitled, “Contracting with the City,” adopted January 24, 2022.

PASSED and ADOPTED on December ____, 2022.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

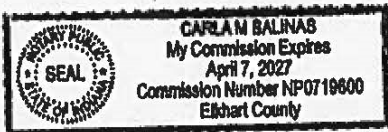
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Richard L. Mehl
 Printed: Richard L. Mehl
 Elected Office: Judge Goshen City Court
 Dated: 12-1-22

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 1, 2022, personally appeared Richard L. Mehl, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Carla M. Salinas
 Notary Public
 Printed: Carla M. Salinas
 County of residence: Elkhart
 Commission number: NP0719600
 My commission expires: 4/7/2027

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

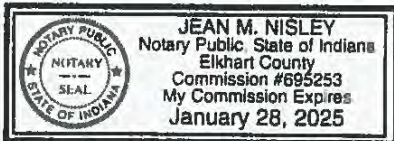
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
(2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
(3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
(4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
(5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
(6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: [Handwritten Signature]
Printed: JEREMY P. STUTSMAN
Elected Office: MAYOR
Dated: DEC. 5TH, 2022

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 5, 2022, personally appeared Jeremy P. Stutsman, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Handwritten Signature]
Notary Public
Printed: Jean m Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: January 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

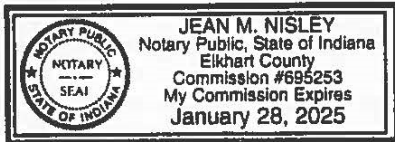
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: *Richard E. Aguirre*
 Printed: Richard E. Aguirre
 Elected Office: City of Goshen Clerk-Treasurer
 Dated: Dec. 5, 2022

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 5, 2022, personally appeared Richard Aguirre, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Jean M. Nisley
 Notary Public
 Printed: Jean m. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: January 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

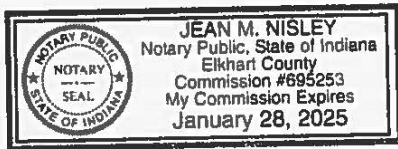
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Megan Eichorn
 Printed: Megan Eichorn
 Elected Office: City Council District 4
 Dated: 12-5-22

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 5, 2022, personally appeared Megan Eichorn, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Jean M. Nisley
 Notary Public
 Printed: Jean m Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: January 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

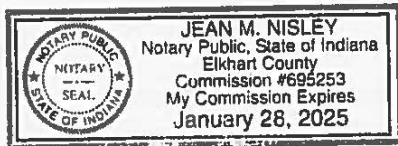
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: *Julia King*
 Printed: Julia King
 Elected Office: City Council
 Dated: 12/05/22

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 5, 2022, personally appeared Julia King, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Jean M. Nisley
 Notary Public
 Printed: Jean M. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: January 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

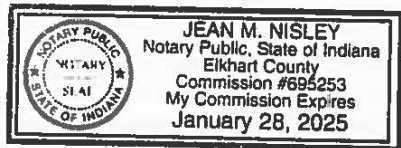
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: *Douglas L Nisley*
 Printed: Douglas L Nisley
 Elected Office: City Council Dist 2
 Dated: 12-5-2022

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 5, 2022, personally appeared Douglas Nisley, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Jean M. Nisley
 Notary Public
 Printed: Jean m. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: January 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: *Gilberto Perez Jr.*
 Printed: Gilberto Perez Jr.
 Elected Office: Councilman District 5
 Dated: 12/5/2022

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on *Dec 5*, 2022, personally appeared *Gilberto Perez Jr*, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

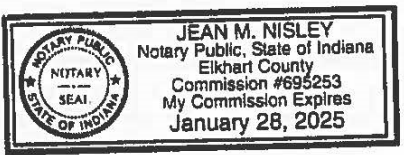
Jean M. Nisley
 Notary Public

Printed: Jean m. Nisley

County of residence: Elkhart

Commission number: 695253

My commission expires: Jan. 28, 2023



CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

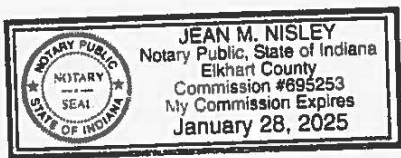
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: DE Riegsecker
 Printed: DONALD E. RIEGSECKER
 Elected Office: CITY COUNCIL DIST #1
 Dated: 12/05/2022

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 5, 2022, personally appeared Donald E. Riegsecker, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



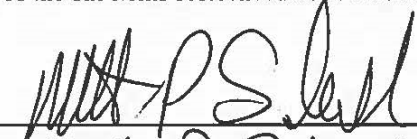
Jean M. Nisley
 Notary Public
 Printed: Jean m Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: January 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

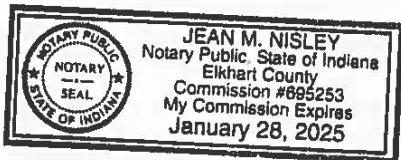
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

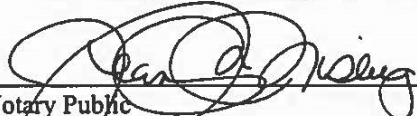
I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: 
 Printed: Matt P Schrock
 Elected Office: Council
 Dated: 12-5-22

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 5, 2022, personally appeared Matt P. Schrock, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




 Notary Public
 Printed: Jean m. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: January 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: 

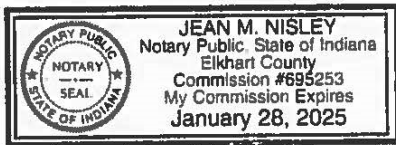
Printed: BRETT F. WEDDELL


Elected Office: GOSHEN CITY COUNCIL, AT LARGE

Dated: 12-5-22

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 5, 2022, personally appeared Brett Weddell, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Notary Public

Printed: Jean m. Nisley

County of residence: Elkhart

Commission number: 695253

My commission expires: January 28, 2025



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

December 19, 2022

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Award Bid for Structural Firefighter Gear and Agreement with Municipal Emergency Services

The City solicited sealed bids for the purchase of structural firefighter gear.

Attached is a bid tabulation for bids received. This tabulation is based on total units intended to be purchase over the course of 4 years for comparison purposes only. The actual cost of the gear will be based on the number of units purchased each year. It is the City's intent to purchase approximately 20-25 complete sets of firefighter gear each year over the course of the next four years.

It is recommended that the purchase agreement be awarded to Municipal Emergency Services as the lowest responsible and responsive bidder.

Suggested motions:

Move to award the bid for the purchase of structural firefighter gear to Municipal Emergency Services as the lowest responsible and responsive bidder.

Move to approve and authorize Mayor Stutsman to execute the Agreement with Municipal Emergency Services for the purchase of structural firefighter gear

STRUCTURAL FIREFIGHTING GEAR - SOLICITATION NO.: B-2022-004

Municiple Emergency Services										
Item #	Description	# of Units	2023 per unit	Total Price	2024 per unit	Total Price	2025 per unit	Total Price	2026 per unit	Total Price
1	Structural FF Coat	70	\$1,886.82	\$132,077.40	\$2,037.77	\$142,643.59	\$2,200.79	\$154,055.08	\$2,376.85	\$166,379.49
2	Structural FF Pant	70	\$1,460.10	\$102,207.00	\$1,576.91	\$110,383.56	\$1,703.06	\$119,214.24	\$1,839.31	\$128,751.38
3	Structural FF Helmet	70	\$441.83	\$30,928.10	\$477.18	\$33,402.35	\$515.35	\$36,074.54	\$556.58	\$38,960.50
4	Structural FF Boot	70	\$378.63	\$26,504.10	\$408.92	\$28,624.43	\$441.63	\$30,914.38	\$476.96	\$33,387.53
5	Structural FF Hood	140	\$125.10	\$17,514.00	\$135.11	\$18,915.12	\$145.92	\$20,428.33	\$157.59	\$22,062.60
6	Structural FF Gloves	140	\$106.55	\$14,917.00	\$115.07	\$16,110.36	\$124.28	\$17,399.19	\$134.22	\$18,791.12
7	Extrication Coat	20	\$402.09	\$8,041.80	\$434.26	\$8,685.14	\$469.00	\$9,379.96	\$506.52	\$10,130.35
8	Extrication Pant	20	\$402.09	\$8,041.80	\$434.26	\$8,685.14	\$469.00	\$9,379.96	\$506.52	\$10,130.35
TOTALS				\$340,231.20		\$367,449.70		\$396,845.67		\$428,593.33

Darley										
Item #	Description	# of Units	2023 per unit	Total Price	2024 per unit	Total Price	2025 per unit	Total Price	2026 per unit	Total Price
1	Structural FF Coat	70	\$1,956.00	\$136,920.00	\$2,115.00	\$148,050.00	\$2,282.00	\$159,740.00	Not provided by bidder	
2	Structural FF Pant	70	\$1,518.00	\$106,260.00	\$1,640.00	\$114,800.00	\$1,770.00	\$123,900.00		
3	Structural FF Helmet	70	\$425.00	\$29,750.00	\$489.00	\$34,230.00	\$577.00	\$40,390.00		
4	Structural FF Boot	70	\$382.00	\$26,740.00	\$415.00	\$29,050.00	\$445.00	\$31,150.00		
5	Structural FF Hood	140	\$126.25	\$17,675.00	\$137.00	\$19,180.00	\$147.00	\$20,580.00		
6	Structural FF Gloves	140	\$109.00	\$15,260.00	\$117.00	\$16,380.00	\$127.00	\$17,780.00		
7	Extrication Coat	20	\$410.00	\$8,200.00	\$442.00	\$8,840.00	\$478.00	\$9,560.00		
8	Extrication Pant	20	\$410.00	\$8,200.00	\$442.00	\$8,840.00	\$478.00	\$9,560.00		
TOTALS				\$349,005.00		\$379,370.00		\$412,660.00		

Fire Services, Inc.										
Item #	Description	# of Units	2023 per unit	Total Price	2024 per unit	Total Price	2025 per unit	Total Price	2026 per unit	Total Price
1	Structural FF Coat	70	\$2,003.00	\$140,210.00	\$2,163.24	\$151,426.80	\$2,336.30	\$163,540.94	\$2,523.20	\$176,624.22
2	Structural FF Pant	70	\$1,558.00	\$109,060.00	\$1,682.64	\$117,784.80	\$1,817.25	\$127,207.58	\$1,962.63	\$137,384.19
3	Structural FF Helmet	70	\$452.00	\$31,640.00	\$488.16	\$34,171.20	\$527.21	\$36,904.90	\$569.39	\$39,857.29
4	Structural FF Boot	70	\$371.00	\$25,970.00	\$400.68	\$28,047.60	\$432.73	\$30,291.41	\$467.35	\$32,714.72
5	Structural FF Hood	140	\$92.00	\$12,880.00	\$99.36	\$13,910.40	\$107.31	\$15,023.23	\$115.89	\$16,225.09
6	Structural FF Gloves	140	\$108.00	\$15,120.00	\$116.64	\$16,329.60	\$125.97	\$17,635.97	\$136.05	\$19,046.85
7	Extrication Coat	20	\$460.00	\$9,200.00	\$496.80	\$9,936.00	\$536.54	\$10,730.88	\$579.47	\$11,589.35
8	Extrication Pant	20	\$460.00	\$9,200.00	\$496.80	\$9,936.00	\$536.54	\$10,730.88	\$579.47	\$11,589.35
TOTALS				\$353,280.00		\$381,542.40		\$412,065.79		\$445,031.06

PURCHASE AGREEMENT

Purchase of Structural Firefighter Gear

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Municipal Emergency Services** (“MES”), whose mailing address is 1927 N. Capitol Avenue, Indianapolis, Indiana 46202, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Effective Date

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

Section 2. Purchase

- (A) The City will contact MES to schedule time and place for measurements to be obtained.
- (B) Subject to the terms and conditions set forth in this Agreement, MES shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications for Goshen Fire Department Structural Firefighter Gear” attached as Attachment A. City intends to purchase approximately 25 sets of gear each year for years 2023, 2024, 2025, and 2026.
- (C) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or MES’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Section 3. Delivery

- (A) MES agrees to deliver all supplies within ninety (90) calendar days from the date the order is made.
- (B) The Supplies shall be delivered FOB Destination to the following address:
City of Goshen Fire Department
209 N 3rd Street
Goshen, IN 46528

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

- (C) Delivery date shall be the date the supplies are delivered to City. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise

noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

Section 4. Purchase Price; Payment

- (A) City agrees to compensate MES for the Supplies provided in accordance with MES’s proposal as outlined below:

Item #	Description	2023 per unit	2024 per unit	2025 per unit
1	Structural FF Coat	\$1,886.82	\$2,037.77	\$2,200.79
2	Structural FF Pant	\$1,460.10	\$1,576.91	\$1,703.06
3	Structural FF Helmet	\$441.83	\$477.18	\$515.35
4	Structural FF Boot	\$378.63	\$408.92	\$441.63
5	Structural FF Hood	\$125.10	\$135.11	\$145.92
6	Structural FF Gloves	\$106.55	\$115.07	\$124.28
7	Extrication Coat	\$402.09	\$434.26	\$469.00
8	Extrication Pant	\$402.09	\$434.26	\$469.00

- (B) City shall pay MES after delivery and final acceptance of the Supplies, and upon receipt of a detailed invoice from MES. Any payment made by the City before final acceptance of the Supplies shall not affect the obligation of MES to repair or replace any defective parts or equipment.
- (C) The invoice shall be sent to the following address, or at such other address as City may designate in writing.
 City of Goshen Fire Department
 209 N 3rd Street
 Goshen, IN 46528
- (D) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (E) MES is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 5. Inspection

- (A) MES shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City’s sole option and discretion:
 - (1) require Supplier, at Supplier’s sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or

- (2) reject the non-conforming Supplies and require Supplier, at Supplier's sole cost, to complete the order by delivering conforming Supplies.
- (B) When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:
 - (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or
 - (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.
- (C) If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:
 - (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
 - (2) terminate the Agreement for default.
- (D) If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- (E) Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Section 6. Workmanship and Quality; Warranty

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of one (1) year from date of acceptance. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented

by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

Section 14. Default

- (A) If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- (B) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- (C) Supplier may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
 - (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
 - (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
 - (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
 - (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

Section 15. Termination

- (D) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (E) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (F) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section 16. Notice

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

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

Supplier: Municipal Emergency Services
1927 N. Capital Ave
Indianapolis, IN 46202

and

Municipal Emergency Services
12 Turnberry Lane
Sandy Hook, CT 06804

Section 17. Subcontracting or Assignment

- (A) Supplier shall not subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
- (B) In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Supplier

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

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

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

Municipal Emergency Services

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

Detailed Specifications for Goshen Fire Department Structural Firefighter Gear

Contract that will be for 2023, 2024, 2025, 2026

PPE that will be purchased every year:

Structural Firefighting Ensemble

- Structural Firefighting Coat
- Structural Firefighting Pant
- Structural Firefighting Helmet
- Structural Firefighting Boot
- Structural Firefighting Hood (2 per Firefighter)
- Structural Firefighting Gloves (2 per Firefighter)

Additional

- Extrication PPE Coat and Pant (As need for new hires or replacements)

All GFD personnel will receive a new PPE ensemble every 5 years. At the current staffing level, we are projecting to purchase at least seventy (70) Structure Fire Ensembles and fifteen (15) Extrication PPE Ensembles over the course of 5 years. Our purchase of PPE will be staggered over the five-year period. Approximate break down per year is as follows:

2023-21 sets

2024-16 sets

2025-17 sets

2026- 16 sets

These numbers are approximate and subject to new hires and replacements

STRUCTURAL FIRE FIGHTER PROTECTIVE CLOTHING

All garments produced shall meet or exceed the current criteria set forth in NFPA 1971, Standard Protective Ensemble for Structural Firefighting as well as OSHA guidelines for structural firefighting protective clothing and OSHA guidelines for occupational exposure to blood-borne pathogens.

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to the current NFPA 1971. The label of the third party tester shall denote certification.

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

Coat and pants shall be manufactured in the United States of America.

Coat and pant shall have a TPP of not less than 37 (Before Washing) and a THL of not less than 347.

COAT SPECIFICATIONS

Coat Outer Shell:	32" Coat with Drag Rescue Device, 6.5 oz. TECGEN71, Black.
Coat Thermal Liner:	5.6 oz Core CXP 1- layer
Coat Moisture Barrier:	5.5 oz. Stedair 4000.
Coat Closures:	Zipper / Woven Hook and Loop, Fabric Zipper Pull, Thermoplastic Zipper
Coat Trim Style:	3" NYC 3M Scotchlite Comfort Trim, Lime / Silver.
Coat Lettering:	3" Scotchlite Lime letters sewn to (top of back of coat) "GOSHEN". 3" Scotchlite Lime letters hanging patch w/FF name, Hook and Loop Attachment.
Knit Wrist Reinforcement:	Long Knit Wrist with Thumb Loop, Nomex (Black).
Cuff Reinforcement:	Standard Cuff, Shell Material, Main Shell Color (Black).
Clip / Hook:	Large Reverse clip/hook on a re-enforced patch w/Velcro strap on right chest.
Mic Clip:	Microphone tab, high on left and right chest, 3 inches below shoulder seams.
Take-up Strap:	Nomex webbing with Postman Slide. One on each side of the coat
Survivor Flash Holder:	Holder with hook located on the right chest
D-Ring on Patch:	Located on the coats right side above the pocket
Radio Pocket:	Radio pocket (3"x 4"x 8") on left chest.
Coat Pockets:	Two (2" x 8" x 8") cargo / handwarmer expansion bellow pockets with fleece lining, "rolled" flap, hook and loop closure.

PANT SPECIFICATIONS

Pant Harness:	Class 1 Escape Belt with optional egress pocket with hook and descender cradle. Rolled flap closure with hook and loop closure. Additional bellows cargo pocket with rolled flap and hook and loop closure
Pant Straps:	Wide belt loops / tunnels to accommodate Escape Belt. Additional belt loops as needed near the closure to support the Escape Belt.
Pant Rise:	Mid Rise
Pant Rear Panel:	No rear panel
Pant Outer Shell:	6.5 oz. TECGEN71 (Black)
Pant Thermal Liner:	5.6 oz Core CXP 1- Layer
Pant Moisture Barrier:	5.5 oz. Stedair 4000.
Pant Closure:	Zipper / Woven Hook and Loop, Fabric Zipper Pull, Thermoplastic Zipper
Pant Trim Style:	3" around cuffs, 3M Scotchlite Comfort Trim, Lime / Silver.
Pant Suspenders:	Fabric Tab, black webbing padded with cam locks. Standard, short or long as needed by the individual. Should be able to accommodate leather suspenders
Pant Reinforcement:	Neoprene reinforced liner at pant cuff, 6".
Pant Takeup Straps:	Nomex webbing, left and right side of waist.
Pant Pocket:	One (10" x 10" x 2") full bellows pockets, black, "rolled" flap, hook and loop closures, Kevlar lining (all 4 sides).
Knee Pad / Reinforcement:	1 – layer (foam encapsulated in moisture barrier), Black, PCA (polymer coated Aramid), 11" STS.
Pant Cuff Reinforcement:	Standard Cuff, black, PCA (polymer coated Aramid).

BOOTS

Boots shall be certified to current NFPA 1971, 1851, and 1992 Standard. The boot will have the following features:

- Puncture resistant barrier
- Steel stability shank
- Vibram Sole
- GORE Crosstech insulation
- Composite toe cap

GLOVES

Gloves shall be certified to current NFPA 1971 Standard. The glove will have the following features:

- Top grain cowhide construction
- Nomex thermal liner with a TPP of not less than 60
- Porelle FR moisture barrier
- Rollover fingertip construction

HELMET

Helmet shall be certified to current NFPA 1971 Standard. The helmet will have the following features:

- Thermo-glass construction
- Integrated retractable face shield
- Ratchet headband
- Integrated helmet LED light system
- Impact cap system
- Nomex ear covers
- NFPA reflective trim
- 6" brass eagle for a leather front

HOODS

- The hood shall be certified to current NFPA 1971 Standard for Particulate Blocking Hoods.
- The hood shall be one size to accommodate multiple head circumferences.
- The hood shall incorporate a particulate blocking media that has a filtration efficiency of at least 99.9% for each particle size ranging from 0.1 to 1.0 microns.
- The THL of the 2-layer composite shall be at least 385. The TPP of the 2-layer composite shall be at least 23.

FIREFIGHTER FATIGUES (Extrication Gear)

- This garment shall meet and be third party certified to all applicable requirements of NFPA 1977 and NFPA 1951 current editions.
- The outer shell shall be constructed of an inherent FR fiber blend containing TECGEN® bi-regional carbonaceous fiber and para aramid with an approximate weight of 6.5 oz. per square yard, and shall be treated with a durable water repellent finish. Color shall be tan.
- All Seams shall comply with the most recent NFPA 1977 and NFPA 1951 edition requirements utilizing 100% aramid fiber thread

- The collar shall be of two (2) layer configuration such that when the collar is raised it will remain standing and provide continuous protection around the neck
- The frontal throat strap shall be mounted to the collar to ensure that, when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collars, and shall overlap the left and right coat fronts below the collar
- Built-in bellows construction shall consist of a bi-wing design to ensure maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. This system omits extra seams and gives better comfort to the wearer
- The wrist cuffs shall be designed with the ability to adjust the circumference using a hook and loop closure system to fit snugly against the gloves worn during service
- The trouser shall be designed with a waist take up system that can be adjusted via 1” wide take up straps to provide proper and comfortable fit given various types of undergarments worn underneath the trouser.
- The trouser shall be designed with a leg take up system that can be adjusted via take up straps to provide proper and comfortable fit given various types of footwear worn during service.
- The coat shall have 4 pockets. (1) 4” W x 8”H x 3” D radio pocket with mic tab and closure flap on the left chest and built-in smartphone pocket and pin pockets on each side of the radio pocket, (1) 5.5” W x 7”H pocket with tool dividers on the right chest, (2) 8” W x 7”H pockets with closure flaps located on the left and right sides of the abdomen.
- The pant shall have 6 pockets: (2) 9” x 8” partial bellow cargo pockets with closure flap located on left and right leg middle thigh to just above knee, (2) rear 6” x 7” patch pockets, and (2) internal pockets with slant openings just below waist on each side.
- The elbows shall be reinforced with Stedshield® FR reinforcement fabric in a manner that will provide additional abrasion, cut and tear protection to the elbows and forearms.
- The knees shall contain a removable padded insert and be reinforced with Stedshield® FR reinforcement fabric in a manner that provides additional abrasion, cut and tear protection to the knees and upper shin area. The trouser cuffs shall also be reinforced with Stedshield® FR fabric in a manner that will minimize wear and tear on the cuffs and the instep of the garment.
- All trim shall be 3M Scotchlite® brand lime-yellow with silver reflective triple trim in New York Style configuration.
- The coat shall have a detachable nameplate via hook and loop on the back, just above the reflective trim at the coat hem.

**CONTRACTOR'S PROPOSAL
PART 1 – CONTRACTOR INFORMATION**

Contractor Name: Municipal Emergency Services

Street Address: 12 Turnberry Lane

City: Sandy Hook State: CT Zip Code: 06804

Mailing Address (if different): PO BOX 656

City: Southbury State: CT Zip Code: 06808

Contact Person: Ward Petrie Title: SVP Finance

Telephone Number: 203-304-4110

Fax Number: 203-264-3325

Email Address: wpetrie@mesfire.com

PART 2 – PROPOSAL

Contractor proposes to furnish the following Supplies in accordance with the specifications:

Item	Description	Estimated Quantity	Unit	Unit Price	Total
1	Structural Firefighting Coat	70		\$1886.82	PLEASE SEE THE EXCEPTIONS PAGE
2	Structural Firefighting Pant	70		\$1460.10	PLEASE SEE THE EXCEPTIONS PAGE
3	Structural Firefighting Helmet	70		\$441.83	PLEASE SEE THE EXCEPTIONS PAGE
4	Structural Firefighting Boot	70		\$378.63	PLEASE SEE THE EXCEPTIONS PAGE
5	Structural Firefighting Hood	140		\$125.10	PLEASE SEE THE EXCEPTIONS PAGE
6	Structural Firefighting Gloves	140		\$106.55	PLEASE SEE THE EXCEPTIONS PAGE
ADDITIONAL EQUIPMENT					
7	Extrication PPE Coat	20		\$402.09	PLEASE SEE THE EXCEPTIONS PAGE
8	Extrication PPE Pant	20		\$402.09	PLEASE SEE THE EXCEPTIONS PAGE
TOTAL					PLEASE SEE THE EXCEPTIONS PAGE

PART 3 – EXCEPTIONS

Contractor shall clearly detail in writing any deviation from or exception taken to the stated specifications. Alternate Supplies will be evaluated and may be acceptable as long as the alternate Supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate Supplies shall submit detailed specifications/detailed literature with their proposal. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with the stated specifications, and the Supplier shall be held liable for strict compliance.

NO, this proposal does not contain any deviation from or exception taken to the stated specifications, and this proposal shall be accepted as in strict compliance with the stated specifications.

YES, this proposal does contain deviation from or exception taken to the stated specification which is/are detailed more fully below (attach additional pages if needed):

Please see the attached exception page

PART 4 – BUSINESS CERTIFICATION

Contractor must identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Contractor is operating as a (check one):

- Contractor is a SOLE PROPRIETORSHIP
- Contractor is a GENERAL PARTNERSHIP
- Contractor is a LIMITED PARTNERSHIP
- Contractor is a LIMITED LIABILITY PARTNERSHIP
- Contractor is a LIMITED LIABILITY COMPANY
- Contractor is a CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

X State of Indiana and is currently registered with the Indiana Secretary of State. The Business ID number for the Contractor is 2010050500120.

 State of _____ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

PART 5 – NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

X Contractor **IS NOT** a relative of a City of Goshen elected official.

 Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: _____

Relationship to Contractor: _____

PART 6 – NO INVESTMENT ACTIVITIES IN IRAN

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

Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the Contractor as nonresponsible, termination of the contract if awarded, as well as bringing civil action against the Contractor.

PART 7 – NON-COLLUSION CERTIFICATION

Pursuant to Indiana Code § 5-22-16-6, by submitting a proposal, the Contractor certifies under the penalties for perjury, that: (1) the Contractor has not entered into a combination or agreement (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and (2) the Contractor’s offer is made without reference to any other offer.

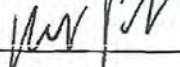
PART 8 – SIGNATURE

The undersigned certifies that if awarded a contract, Contractor will provide the Supplies to the City of Goshen in accordance with the general terms and conditions, specifications, and any other documents made part of this solicitation.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor's authorized representative constitutes execution of each any every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

Contractor's Authorized Representative:

Signature:  Title: SVP Finance
Printed: Ward Petrie Date: 11/30/22

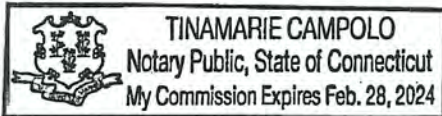
STATE OF Connecticut)
COUNTY OF Fairfield) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Ward Petrie, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor's Proposal are true and correct.

Witness my hand and Notarial Seal this 30 day of November, 2022.



Printed Name: TINAMARIE CAMPOLO
Notary Public of FAIRFIELD County,
My Commission Expires: FEBRUARY 28, 2024
Commission Number: 166220



NOTARY NO: 166220





Exceptions for Purchase of Fire Fighter Protective Clothing Solicitation No. B-2022-004

1. All MES pricing is valid for year first calendar of the contract 1/1/23 - 12/31/23 and an 8% increase will be applied for each consecutive calendar year thereafter.
2. Fire-Dex boots and gloves are manufactured outside of the US.
3. Fire-Dex does not comply with the 10-year warranty outlined in the IFB and I have included a copy of the warranty.
4. Due to current economic conditions and supply chain issues we will have to take exception to the liquidated damages of \$100 per calendar day for delivery delays.

GENERAL WARRANTY:

Fire-Dex, LLC warrant its protective clothing products to be free from defects in workmanship for the serviceable life of the products when used by appropriately trained personnel following proper firefighting procedures and when the product's warning, use and care instructions are followed. Inasmuch as Fire-Dex has no control over the manner or way in which our product is used after it leaves our plant, Fire-Dex cannot be responsible by warranty or otherwise, for results or effect of its use. Each user should make their own tests (preferably by a qualified safety engineer) to determine the suitability of our product for his particular application.

FIRE-DEX FOOTWEAR WARRANTY:

Fire-Dex warrants its protective footwear to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase when properly used and cared for. Products believed to be defective should be returned to Fire-Dex at owner's expense for complete analysis and inspection. At the sole discretion of Fire-Dex, if deemed defective, the product will be either repaired or replaced. Any replacement will be for the same model, standard, and size.

This warranty explicitly covers Fire-Dex footwear used for the purpose for which it was designed, by trained personnel, following proper procedures in accordance with the product's warning, use, inspection, care/maintenance, and storage instructions. Events specifically excluded from this warranty include but are not limited to: normal wear and tear, accidental damage (chemical exposure, nail tears, etc.), intentional or unintentional abuse or where evidence of disregard for care instructions. It is recommended that the user frequently inspect and properly maintain these products as failure to properly care for footwear will lead to a reduction in the serviceable life of the product.

For purpose of this warranty, "Defects in Materials" refers to flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods.

FIRE-DEX HELMET WARRANTY:

The helmet manufacturer shall warrant the original purchaser that the entire helmet, excluding any eye protection, shall be free of defects in material and workmanship, under normal use and service, for a period of at least two (2) years from the date of manufacture.

The helmet shell shall have a warranty of 10 years from defects in material and workmanship under normal use and service.



Quoted By: MES - Municipal Emergency Services
Prepared By: Rob Dornseif
 Sales Rep
Address: 6975 Hillsdale Ct
 Indianapolis, IN 46250
Phone: 260.797.3878
Email: rdornseif@mesfire.com
Quote: Goshen Fire Department 2023 spec : shared from jimcedar@firedex.com
FWID: 172079
Item: FXR Turnout Gear Coat & Pant
Contract: MES Contract Pricing 2022 - August Revision

PRODUCT PREVIEW



COAT SPECIFICATIONS

Coat Outer Shell: 30" Coat with DRD, 6.5 oz. TECGEN71, Black
 Coat Thermal Liner: (R1) 5.6 oz CoreCXP™ 1 - Layer
 Coat Moisture Barrier: (F) 5.5oz Stedair® 4000
 Coat Closures: XC40 Zipper / Woven Hook and Loop
 XMZP Fabric Zipper Pull
 Coat Trim Style: 3" NYC 3M™ ScotchLite™ Comfort Trim, Lime/Silve

COAT PATTERN, LINER, PATCHES AND LABELS OPTIONS

XMEFR Nomex® American Flag, Right Arm
 XMFP2 2" x 2" Fire-Dex Branding Patch

LETTERING

Text: GOSHEN
 Pos: 2, 3" Scotchlite™ Lime, XL00 - Sewn Direct Lettering
 Text: LAST NAME
 Pos: 9, 3" Scotchlite™ Lime, XL61 - Hanging Patch, Hook & Loop with snap Attachment

COAT REINFORCEMENTS

Knit Wrist Reinforcement: XM01 Knit Wrist with Thumb Loop, Nomex® (Black)
 Cuff Reinforcement: Standard Cuff, Shell Material, Main Shell Color
 Shoulder Reinforcement: No Reinforcement
 Elbow Reinforcement: No Reinforcement

COAT MIC CLIPS AND STRAPS

XMCLP3 Mic Clip: 1 x 3 Shell
 Left Qty: 1



This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.

LETTERING PREVIEW

- 1.
2. GOSHEN

XM52 Takeup Strap: Nomex® Webbing with Postman Slide
Left Qty: 1, Right Qty: 1
XM86 Survivor® Flash Holder w/Hook
Right Qty: 1
XM04 D-Ring on Patch
Custom Qty: 1
Custom Placement 1: Place the D Ring on the coats right side above
the pocket

- 4.
- 5.
- 6.
- 7.
- 8.
9. LAST NAME

COAT POCKETS

Chest Pocket - Left: (XP23) Radio Pocket 8 x 4 x 3
Single Notch
Hand Pocket - Left: (XP54) Semi Bellow, Handwarmer with Full Kevlar &
Fleece Lining, 8 x 8 x 2
"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop
Closure (3 pieces of hook vertical on flap)
Hand Pocket - Right: (XP54) Semi Bellow, Handwarmer with Full Kevlar &
Fleece Lining, 8 x 8 x 2
"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop
Closure (3 pieces of hook vertical on flap)

PANT SPECIFICATIONS

Pant Rise: Mid-Rise
Pant Rear Panel: No Rear Panel
Pant Outer Shell: 6.5 oz. TECGEN71 - Black
Pant Thermal Liner: (R1) 5.6 oz CoreCXP™ 1 - Layer
Pant Moisture Barrier: (F) 5.5oz Stedair® 4000
Pant Closures: XC40 Zipper / Woven Hook and Loop
XMZPA Arashield zipper pull
Pant Trim Style: 3" around cuffs - 3M™ ScotchLite™ Comfort Trim
Lime/Silver

PANT SUSPENDERS

SVHC - 1x4 Fabric Tab, H-Back, Black Webbing, Padded with Cam Lock
(Max Length: 54")

PANT HARNESS

ITFR CREE ESCAPE BELT
Egress Pocket - Left: (XPEG-MULTI) Egress Pocket: 14"-deep Rope
Pocket, Universal Hook Pocket, Universal Descender Cradle, 5.5x8.5"
Bellow Pocket (Use with RIT, Sterling, Petzl or CMC)
"Rolled" Flap - 1/2" Foam in Cargo Flap, Full Hook & Loop Closure
on Cargo Flap

PANT STRAPS AND OPTIONS

XMBLW Wide Belt Loop 4 x 5 Shell
Qty: 3

PANT POCKETS

Front Pocket - Right: (XP30) Full Bellow 10 x 10 x 2

PANT REINFORCEMENTS

Knee Reinforcement: STS 1-Layer Knee (Foam Encapsulated in Moisture Barrier), Main Shell Material, Main Shell Color, 11" STS

Cuff Reinforcement: Standard Cuff, Shell Material, Main Shell Color

Leg and Crotch Reinforcement: No Reinforcement

PANT SPECIAL REQUEST

Locate 1 XMBLW in center of pant with 2 additional XMBLW equal distance between center of back and XMHSN2.

One XMHSN2 to be located on the left side of fly opening, second XMHSN2 to be located on right side of fly opening.

CUSTOM PANT OPTIONS

SELECT XMHSN2 IN TCM. (see placement above)

TPP (Before Washing, NFPA minimum = 35)	THL (NFPA Minimum = 205)
37.50 cal/cm ²	347.70 W/m ²



1927 N Capitol Ave
Indianapolis IN 46202

Quote

Quote # QT1642904
Date 12/01/2022
Expires 12/16/2022
Sales Rep Dornseif, Robert W
Shipping Method FedEx Ground
Customer GOSHEN FIRE DEPARTMENT (IN)
Customer # C30182

Bill To

GOSHEN FIRE DEPARTMENT
209 N 3rd Street
Goshen IN 46526

Ship To

GOSHEN FIRE DEPARTMENT
209 N 3rd Street
Goshen IN 46526

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FXR-Custom Turnout-Coat	FWID: 172079		FWID: 172079 Custom FXR Turnout Coat FIRE DEX - CUSTOM FXR COAT SPECIFICATIONS Coat Outer Shell: 30" Coat with DRD, 6.5 oz. TECGEN71, Black Coat Thermal Liner: (R1) 5.6 oz CoreCXP™ 1 - Layer Coat Moisture Barrier: (F) 5.5oz Stedair® 4000 Coat Closures: XC40 Zipper / Woven Hook and Loop XMZP Fabric Zipper Pull Coat Trim Style: 3" NYC 3M™ ScotchLite™ Comfort Trim, Lime/Silver	1	\$1,886.82	\$1,886.82
FXR-Custom Turnout-Pant	FWID: 172079		FWID: 172079 Custom FXR Turnout Pant FIRE DEX - CUSTOM FXR PANT SPECIFICATIONS Pant Rise: Mid-Rise Pant Rear Panel: No Rear Panel Pant Outer Shell: 6.5 oz. TECGEN71 - Black Pant Thermal Liner: (R1) 5.6 oz CoreCXP™ 1 - Layer Pant Moisture Barrier: (F) 5.5oz Stedair® 4000 Pant Closures: XC40 Zipper / Woven Hook and Loop XMZPA Arashield zipper pull Pant Trim Style: 3" around cuffs - 3M™ ScotchLite™ Comfort Trim, Lime/Silver	1	\$1,460.10	\$1,460.10
G2LLG-Large			Dex-Pro™ 3D Leather Glove - Gauntlet	1	\$106.55	\$106.55
H41LPNBFHOS			H41 Interceptor Hood with Prevent	1	\$125.10	\$125.10
UST6BRKTL-Black			Traditional styled fiberglass structural fire helmet, bourke eyeshield and 6" brass eagle with TrakLite Helmet Lighting System Black	1	\$441.83	\$441.83
FDXL200-12-Med			FDXL200 Red Leather Structural Fire Boot	1	\$378.63	\$378.63
TECGEN 51-DELUXE-Coat			Custom TECGEN 51-DELUXE-Coat T51 GOSHEN SPEC	1	\$402.09	\$402.09
TECGEN 51-DELUXE-Pant			Custom TECGEN 51-DELUXE Pant T51 GOSHEN SPEC PANT	1	\$402.09	\$402.09
TECGEN 51-DELUXE-Coat			Custom TECGEN 51-DELUXE-Coat PURCHASED IN THE INTERCEPTOR PACKAGE ONLY T51 GOSHEN SPEC	1	\$271.68	\$271.68
TECGEN 51-DELUXE-Pant			Custom TECGEN 51-DELUXE Pant PURCHASED IN THE INTERCEPTOR PACKAGE ONLY T51 GOSHEN SPEC PANT	1	\$271.58	\$271.58
H41LPNBFHOS			H41 Interceptor Hood with Prevent PURCHASED IN THE INTERCEPTOR PACKAGE ONLY	1	\$80.19	\$80.19



QT1642904



1927 N Capitol Ave
Indianapolis IN 46202

Quote

Quote #
Date

QT1642904
12/01/2022

BID QUOTE

Subtotal	\$5,826.66
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$5,826.66

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1642904



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

December 19, 2022

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Award Bid for purchase of compact excavator

The City solicited sealed bids for the purchase of a 6-ton compact excavator.

Two bids were received.

1. McCann Industries, Inc for \$78,000
2. Bobcat of Michiana for \$96,722.13

While McCann Industries, Inc was the lowest bidder, was not able to meet the requirements of being the responsible and responsive bidder therefore disqualifying their bid.

It is recommended that the purchase agreement be awarded to Bobcat of Michiana as the lowest responsible and responsive bidder.

Suggested motions:

Move to award the bid for the purchase of a 6-ton compact excavator to Bobcat of Michiana as the lowest responsible and responsive bidder.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works

FROM: Engineering Department

RE: **APPROVAL & ACCEPTANCE OF INFRASTRUCTURE
ELKHART MARKET CENTER OUTLOT (2016-2021)**

DATE: December 19, 2022

The installation of infrastructure (sanitary sewer) has been satisfactorily completed by the Brixmor Group for the above listed project. The Engineering Department recommends that the infrastructure be accepted for maintenance. A copy of the maintenance bond and letter of dedication are attached.

INFRASTRUCTURE DETAILS / ASSET VALUES

PROJECT
NAME
LOCATION
WITHIN EXISTING CITY
LIMITS

MARKET CENTRE RETAIL
4024 ELKHART ROAD

PROJECT # 2016-2021
DRAWING # S-0682
DATE TO BOW 12/19/2022

INFRASTRUCTURE	QUANTITY	# OF HYDRANTS OR STRUCTURES	CONTRACTOR OR BONDING PARTY	BOND EXP DATE	CONSTRUCTION COST	10% MAINTENANCE BOND
Sewer Main	773 LFT - 8"	3 - Manholes	Brixmor Property Group	11/1/2025	\$451,595.00	\$45,159.50
Total Const. Cost					\$451,595.00	\$45,159.50



**Engineering Department
CITY OF GOSHEN**

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

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

Requested Motion: Move to accept the sanitary sewer infrastructure as listed as a public asset and the infrastructure be accepted for maintenance within the previously dedicated easement for the Elkhart Market Center project.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member

Attachments: Maintenance Bond and letter of dedication for sanitary sewer

Cc: Contractor
W&S Dept.
Clerk Treasurer

BRIXMOR

Property Group

November 21, 2022 rev.

City of Goshen
204 East Jefferson St, Suite 1
Goshen, IN 46528

RE: Infrastructure Dedication Request for Approval
Market Centre Shopping Centre
4024 Elkhart Road (US Hwy. 33)
Goshen, IN 46526

Attn: Engineering Staff and the Board of Works:

As Owners of Market Centre Shopping Centre, HK New Plan ERP Property Holdings, LLC. A Delaware LLC. "Brixmor Property Group", we hereby request that the City of Goshen accept our dedication of the below sanitary infrastructure.

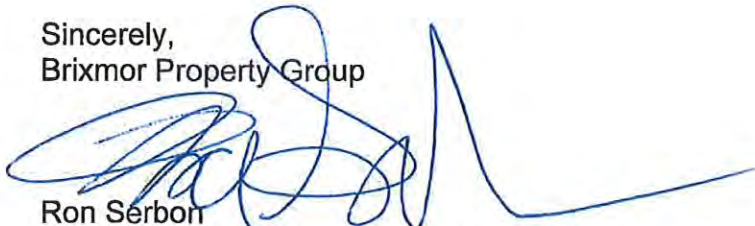
The following is a breakdown of the construction cost for bonding purposes.

The cost of the repair for the sanitary line was \$451,595.00 10% = 45,159.00

In addition to this Letter, Woolpert Engineering has provided the City with record drawings (As-Builts) of the sanitary line that was repaired. A three-year maintenance bond representing 10% of the construction cost will be provided.

Should you require additional information, please contact me.

Sincerely,
Brixmor Property Group



Ron Serbon
Sr. Project Manager, Construction

**MAINTENANCE
BOND**

Bond No.: K40521264

KNOWN ALL BY THESE PRESENTS: That we HK New Plan ERP Property Holdings, LLC, as Principal, and Federal Insurance Company, a corporation organized and existing under the Laws of the State of Indiana, as Surety, are held and firmly bound unto City of Goshen - Engineering Department, as Oblige, in the total sum of Forty-five Thousand One Hundred Fifty-nine & 50/100 U.S. Dollars (\$45,159.50) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Oblige dated n/a for 2016 - 2021 Market Center Sanitary Improvements ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 3 year(s) commencing on November 1, 2022 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 7th day of November, 2022.

HK New Plan ERP Property Holdings, LLC

(Principal)

By: _____

Steven Siegel, Esq. & General Counsel
Federal Insurance Company

By: _____

Joanne Czlapinski

, Attorney-in-Fact

CHUBB
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Joanne Czlapinski

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 10th day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this November 7, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
 December 31, 2021
 (In thousands)


<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	\$ (587,308)	Outstanding Losses and Loss Expenses	\$ 8,701,383
United States Government, State and Municipal Bonds	4,271,534	Reinsurance Payable on Losses and Expenses	1,484,198
Other Bonds	5,994,873	Unearned Premiums	2,400,711
Stocks	875,588	Ceded Reinsurance Premiums Payable	388,332
Other Invested Assets	<u>1,847,712</u>	Other Liabilities	<u>498,472</u>
TOTAL INVESTMENTS	<u>12,022,201</u>	TOTAL LIABILITIES	<u>13,451,094</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	414,838	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	354,898	Unassigned Funds	<u>1,903,522</u>
Chubb Indemnity Ins. Co.	183,242	SURPLUS TO POLICYHOLDERS	<u>4,835,978</u>
Chubb National Ins. Co.	180,801		
Other Affiliates	116,373		
Premiums Receivable	1,726,853		
Other Assets	<u>3,076,486</u>		
TOTAL ADMITTED ASSETS	<u>\$ 18,087,070</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 18,087,070</u>

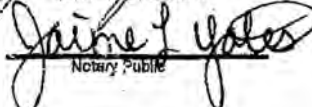
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2021, investments with a carrying value of \$508,085,182 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2021.

Sworn before me this March 16, 2022


 Senior Vice President


 Notary Public

September 19, 2023
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Jaime L. Yates, Notary Public
 Philadelphia County
 My commission expires September 19, 2023
 Commission number 1357070
 Member, Pennsylvania Association of Notaries



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CERTIFIED ROADWAY MILEAGE**

DATE: 12/19/2022

INDOT maintains an inventory of certified centerline mileage for each jurisdiction in the state for the purposes of allocating funds. Attached are corrections to the certified roadway mileage inventory having a net total of +3.04 miles. Currently the city has a certified inventory of 143.40 centerline miles. The additional 3.04 miles, when certified by the state, will bring the new inventory total to 146.44 miles.

It is requested that the Board approve the corrections to the certified inventory and authorize Mayor Stutsman to sign the attached cover letter stating all the requested changes to the inventory are accepted and maintained by the City.

Requested Motion: Approve the corrections to the certified inventory and authorize Mayor Stutsman to sign the attached cover letter stating all the requested changes to the inventory are accepted and maintained by the City



Jeremy P. Stutsman, Mayor

CITY OF GOSHEN

202 South Fifth Street, Suite I • Goshen, IN 46528-3714

Phone (574) 533-9322 • Fax (574) 533-3074

mayor@goshencity.com • www.goshenindiana.org

Office of Asset Management and Roadway Inventory
Indiana Department of Transportation
100 North Senate Ave IGCN N758-PL
Indianapolis, IN 46204

Office of Asset Management and Road Inventory,

Please find the updated 2022 road inventory mileage submittal for the **City of Goshen**.

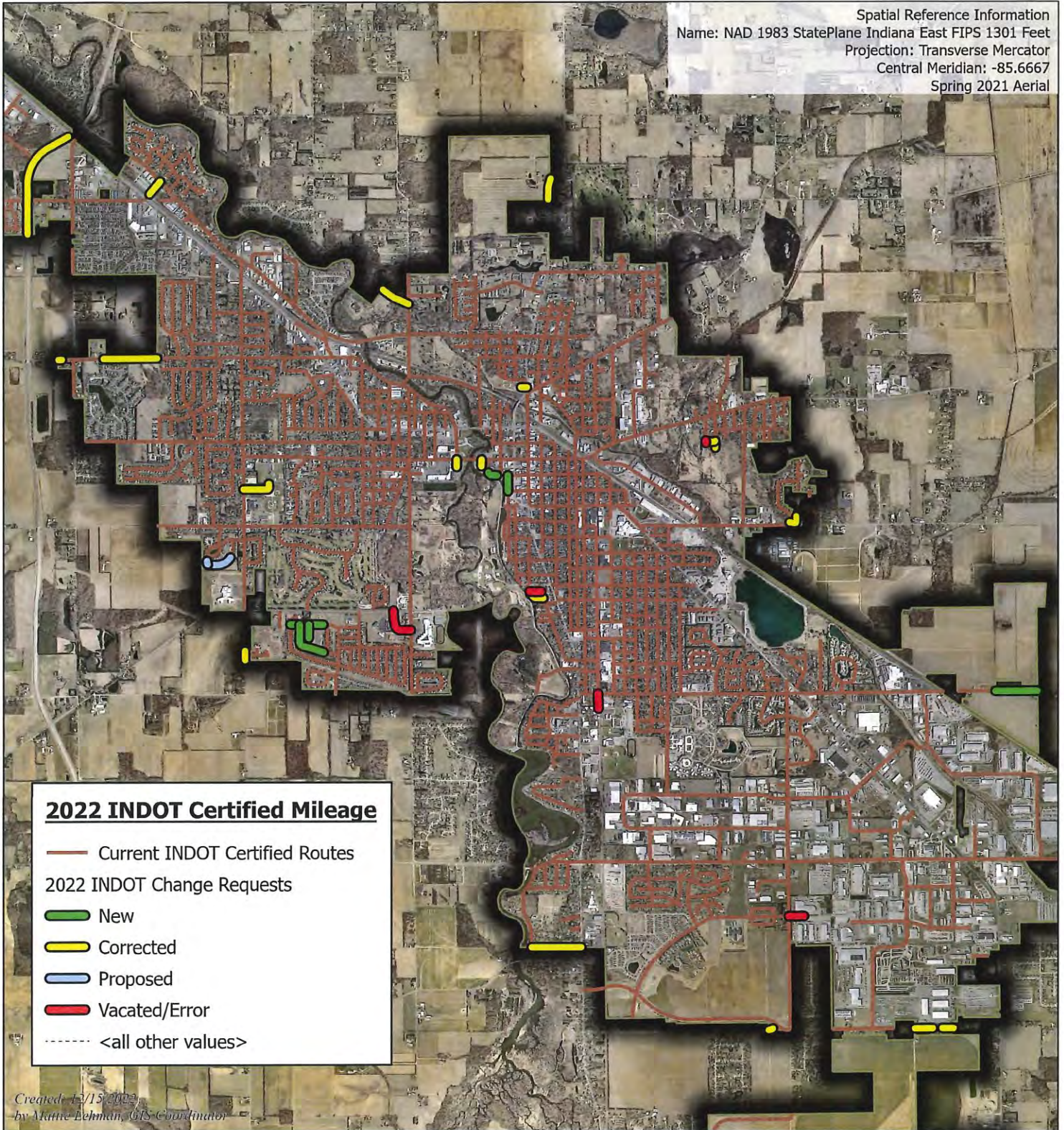
I certify that (the corporate boundaries are accurate) all of the roads listed in the 2022 road inventory have been accepted into our system and are maintained by the City.

Sincerely,

Jeremy Stutsman
Mayor, City of Goshen

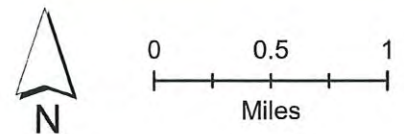
Road	To Route	From Route	Type of Change	Requested Mileage
PROFESSIONAL DRIVE	S. Indiana Ave	W Plymouth Ave	Vacated/Error	-0.197102
SOUTH 9TH STREET	Dead End	College Avenue	Vacated/Error	-0.089603
DAVIS DRIVE	Dead End	Dierdorff	Vacated/Error	-0.091542
21ST STREET	Dead End	E. Lincoln Ave	Vacated/Error	-0.013889
Alley	Canal St.	Wilson Ave	Vacated/Error	-0.067974
WASHINGTON STREET	Dead End/Parking Lot	S 9th St.	New	0.057853
RIVER RACE DRIVE	W. Washington St.	W. Douglas St.	New	0.094984
HAY PARKWAY	Mintcrest Dr.	Park Meadows Dr.	New	0.193515
CAMELOT DRIVE	Dead End	Hay Parkway	New	0.08081
SANDLEWOOD DRIVE	Northstone Dr.	Hay Parkway	New	0.265934
COLLEGE AVE	City Limits	SR 15	New	0.248623
PEDDLER'S VILLAGE RO	W Wilden Ave	US 33/Railroad	Corrected	0.097817
COUNTY ROAD 19	City Limits	N. Indiana Ave	Corrected	0.177801
OLD STATE ROUTE 15	City Limits	SR 15	Corrected	0.126812
PROSPECT AVENUE	SR 15	Alley	Corrected	0.034747
CHICAGO AVENUE	Dead End/Parking Lot	W Lincoln Ave	Corrected	0.044613
PRINGLE PARK DRIVE	Dead End	S Greene Rd	Corrected	0.180117
GREENE ROAD	City Limits	City Limits	Corrected	0.055407
CANAL STREET	Wilson Ave	W. Plymouth Ave	Corrected	0.09994
EGBERT ROAD	SR 15	Violett Rd	Corrected	0.296602
COUNTY ROAD 40	Dead End	SR 15	Corrected	0.027227
WOODFIELD ROAD	City Limits	City Limits	Corrected	0.066138
WOODFIELD ROAD	City Limits	City Limits	Corrected	0.105492
FAIRVIEW DRIVE	City Limits	Hillcrest Dr.	Corrected	0.0785
22ND STREET	Dead End	E. Lincoln Ave	Corrected	0.029646
22ND STREET	S. 21st St.	E. Lincoln Ave	Corrected	0.059645
BASHOR ROAD	City Limit	Chicago Ave	Corrected	0.021886
BASHOR ROAD	City Limits	Chicago Ave	Corrected	0.319241
COUNTY ROAD 17	City Limits	City Limits	Corrected	0.696749
WATER STREET	W. Lincoln Ave	W. Lincoln Ave	Corrected	0.040253
WESTORIA DRIVE	Winslow Drive	S. Greene Rd.	Proposed	0.021534
WINSLOW DRIVE	Westoria Drive	Westoria Drive	Proposed	0.1522
TOTAL CHANGE				3.040242

Spatial Reference Information
 Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet
 Projection: Transverse Mercator
 Central Meridian: -85.6667
 Spring 2021 Aerial



Created: 12/15/2022
 by Mattie Lehman, GIS Coordinator

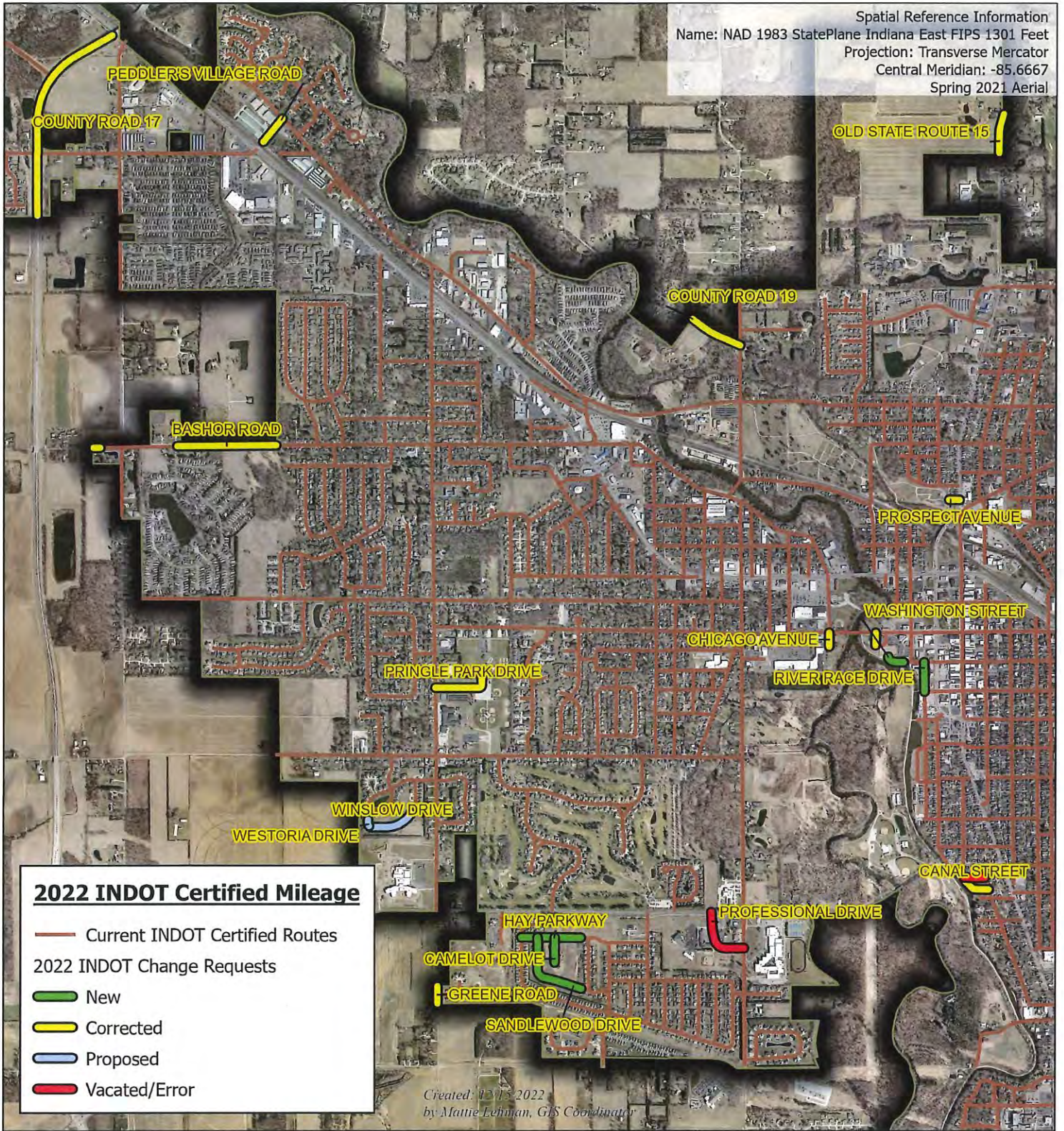
City of Goshen
2022 INDOT Certified Mileage Change Requests



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

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

Spatial Reference Information
 Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet
 Projection: Transverse Mercator
 Central Meridian: -85.6667
 Spring 2021 Aerial

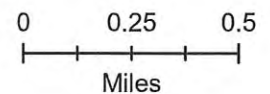


2022 INDOT Certified Mileage

- Current INDOT Certified Routes
- 2022 INDOT Change Requests
- New
- Corrected
- Proposed
- Vacated/Error

Created: 12/15/2022
 by Mattie Lehman, GIS Coordinator

City of Goshen - Northwest
 2022 INDOT Certified Mileage Change Requests







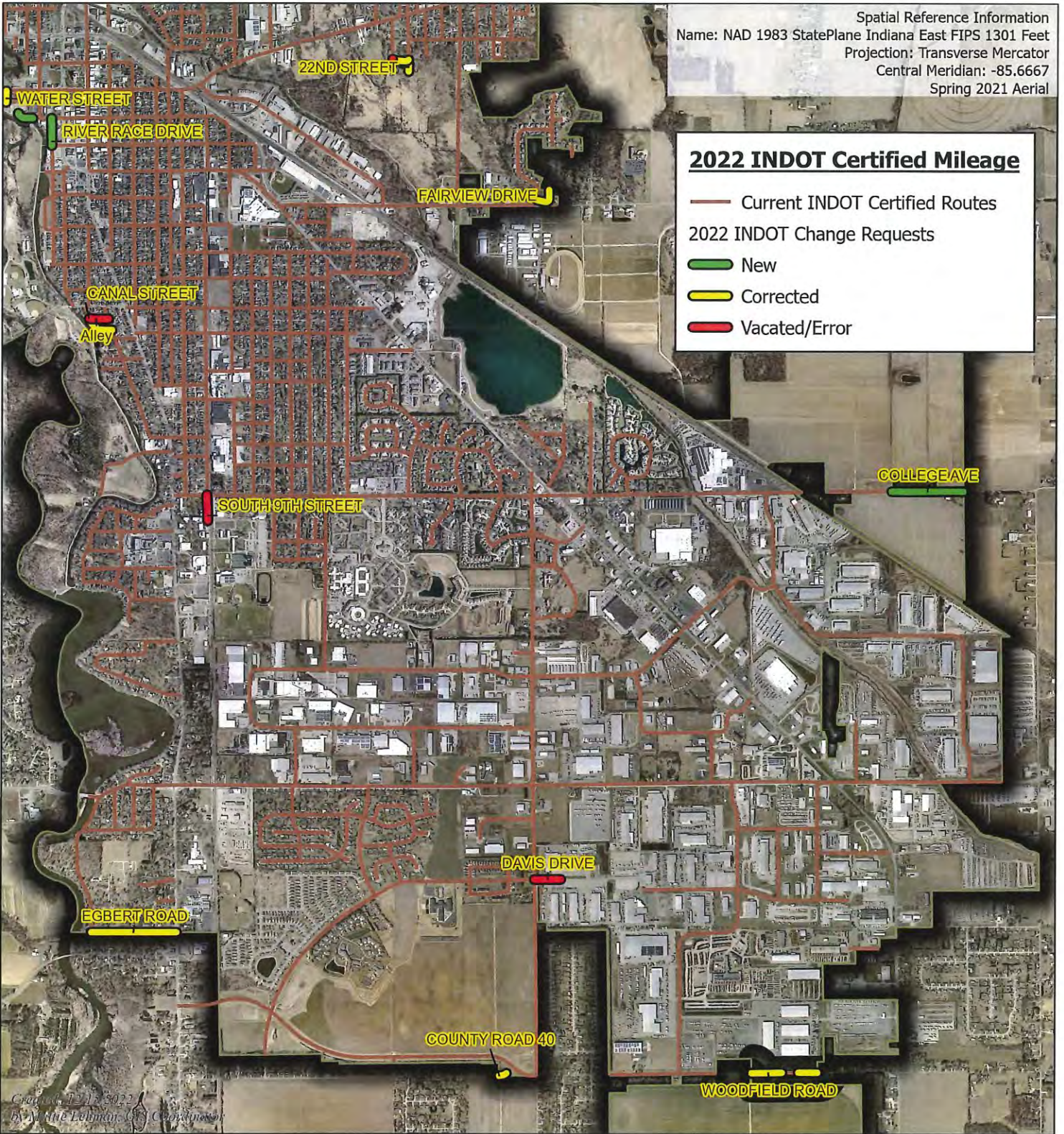
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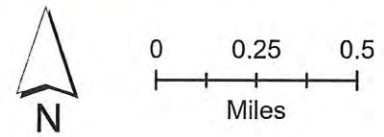
2022 INDOT Certified Mileage

-  Current INDOT Certified Routes
- 2022 INDOT Change Requests**
-  New
-  Corrected
-  Vacated/Error



Created: 12/13/2022
 By: Mattie Lubman, Coordinator

**City of Goshen - Southeast
 2022 INDOT Certified Mileage Change Requests**



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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



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works, Safety and Stormwater

FROM: Engineering Department

RE: **RELEASE OF MAINTENANCE BOND
First Street Reconstruction (2014-0053)**

DATE: December 19, 2022

Final inspection of the above-referenced project has taken place. The infrastructure (water, sewer, storm, concrete curb, sidewalk, & pavement) has been found to meet City standards and specifications.

It is, therefore, recommended that the City of Goshen release the 3-year maintenance bond, which was posted by Walsh & Kelly Construction for water, sewer, storm, concrete curb, sidewalk & pavement in the amount of \$111,554.38.

Requested Motion: Move to release the 3- year bond and accept this project for permanent maintenance.

A copy of the maintenance bond is attached for your review.

ACCEPTED:

City of Goshen
Board of Works & Safety

Mayor

Board Member

Board Member

Board Member

Board Member

Attachments: Maintenance Bond for utilities, street and sidewalk

Cc: Water Dept.
Street Dept.

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O +908.903.3485
F +908.903.3656

Federal Insurance Company

Maintenance Bond

Bond No. MNT 8246-59-32 Amount \$111,554.38

Know All Men By These Presents,

That we,

Walsh & Kelly, Inc.
24358 State Road 23
South Bend, IN 46614

(hereinafter called the Principal), as Principal, and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Goshen by its Board of Works
202 South Fifth Street
Goshen, IN 46528

(hereinafter called the Oblige), in the amount of ^{One Hundred Eleven Thousand Five Hundred Fifty Four} Dollars and 38/100 (\$111,554.38), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, Sealed with our seals and dated this 9th day of December, 2019.

WHEREAS, the said Principal has entered into a contract dated for: First Street Sewer Separation, 2014-0053

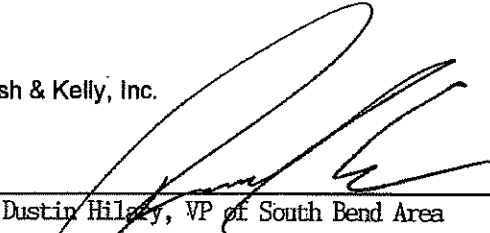
And

WHEREAS, the said Principal is required to guarantee the First Street Sewer Separation, 2014-0053 installed under said contract, against defects in materials or workmanship, which may develop during the period December 9, 2019 to December 9, 2022

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period December 9, 2019 to December 9, 2022 .

or shall pay over, or make good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

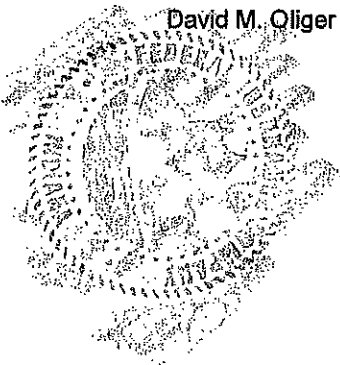
Walsh & Kelly, Inc.

By 
Dustin Hilary, VP of South Bend Area



Federal Insurance Company

By 
Attorney-in-Fact
David M. Oliger



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint, Tia A. Boice, Brian T. Morton, David M. Olinger, Lisa M. Parsley, Kathryn R. Postma, Tina N. Senefeld and Eric M. Wahlstrom of Indianapolis, Indiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 31st day of October, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 31st day of October, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316655
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
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- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9th day of December, 2019.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@clubb.com



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **GIS AND IT ON-CALL SERVICES – CONTRACT AMENDMENT NO. 2
(JN: 2022-0027)**

DATE: 12.19.22

The City is currently under contract with Abonmarche Consulting for on-call GIS¹ services and for the following tasks: develop a GIS Strategic Plan, implement the Strategic Plan, support GIS Priority Programs (leak detection, hydrant inspections), and integrate CCTV² software with GIS. The original term for accomplishing this scope was by the end of this calendar year. The GIS Strategic Plan, and implementation of the Plan will remain incomplete by this deadline and so Amendment No. 2 is designed to extend the completion date of all tasks to May 1, 2023.

The original terms of the Agreement were unmet this fall due to the discovery that the server system upon which the City's GIS was originally deployed needed to be reconfigured to ensure data security and functionality. Other tasks were dependent upon the deployment of this updated server environment. The deployment process took some time and used funds dedicated to on-call services and Strategic Plan implementation.

The updated service agreement changes the completion date, but retains the same fee structure and a total not to exceed amount of \$100,000.00. As of the last invoice dated November 23, 2022, \$38,912.50 remained of the contracted amount.

Requested Motion: Move to approve and authorize the Mayor to sign Agreement Amendment No. 2 with Abonmarche Consulting for GIS and IT Services to extend its contract services completion date to May 1, 2023.

¹ GIS – Geographic Information System

² CCTV – Closed Circuit Television Equipment making up the sewer camera truck

AMENDMENT NO. 2

GIS and IT On-Call Services Extension of Time to Complete Amended Services

THIS AGREEMENT is entered into on _____, 2022, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”), whose mailing address is 303 River Race Drive, Unit 206,, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

RECITALS

- (A) City and Abonmarche entered into an Agreement on March 16, 2022 for GIS and IT On-Call Services.
- (B) The Parties agreed to expand services to the agreement incorporating Amendment No. 1, dated August 10, 2022 to the March 16, 2022 agreement.
- (C) The Parties have now agreed to an extension of time in which to complete the expanded services from Amendment No. 1 now incorporated into the March 16, 2022 agreement.
- (D) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

Section 1. Effective Date; Term

The Parties agree to extend the time in which to complete the expanded series from Amendment No. 1 up to and including May 1, 2023.

Section 2. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

Section 3. Authority to Execute

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

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

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

Abonmarche Consultants, Inc.

Jeremy P. Stutsman, Mayor

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **GIS AND IT ON-CALL SERVICES – 2023 SERVICES
(JN: 2022-0027)**

DATE: 12.19.22

The City is currently under contract with Abonmarche Consulting for on-call GIS¹ services and for the following tasks: develop a GIS Strategic Plan, implement the Strategic Plan, support GIS Priority Programs (leak detection, hydrant inspections), and integrate CCTV² software with GIS. At this time, the 2022 funds dedicated to on-call services have been fully utilized.

Amendment No. 2 for 2022 GIS and IT Services extends the deadline for completion of the Strategic Plan and its implementation. A need remains going into 2023 for on-call services to advise and assist the new GIS Coordinator in deploying and maintaining GIS systems that support workflows across City Departments.

Support over the next year is anticipated to include guidance for system updates, exploration of a more collaborative relationship with Elkhart County GIS systems, development of field and office applications, and continued training of the GIS Coordinator in database and user management.

The 2023 GIS and IT On-Call Services agreement is for a not to exceed amount of \$60,000. Since support needs are expected to be ongoing for the foreseeable future, the Agreement includes an annual auto-renewal provision for the next three years unless terminated in writing with 90 days notice.

Requested Motion: Move to approve and authorize the Mayor to sign Agreement 2023 GIS and IT On-Call Services with Abonmache Consulting for a not to exceed fee of \$60,000.

¹ GIS – Geographic Information System

² CCTV – Closed Circuit Television Equipment making up the sewer camera truck

AGREEMENT

2023 GIS and IT On-Call Services

THIS AGREEMENT is entered into on _____, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”), whose mailing address is 303 River Race Drive, Unite 206, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Scope of Services.

Abonmarche shall provide City on-call digital engineering and information technology services, which services are more particularly described in Abonmarche’s December 6, 2022 proposal attached as Exhibit A.

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

The Scope of Services included under this agreement include:

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

Tasks will be directed by the City as budget permits. The budget includes approximately 300 hours for these on-call services.

Section 2. Effective Date; Term.

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) The GIS and IT services will be performed throughout the 2023 calendar year. City retains the option to extend these services with written authorization.
- (D) The agreement shall be automatically renewed under the same terms and conditions for an additional three (3) one-year terms unless written notice of the intent to terminate the agreement is

delivered by either party to the other party at least ninety (90) days before the expiration of the term of the original agreement.

Section 3. Compensation.

City will compensate Abonmarche for services performed in accordance with the scope of services of this agreement noted above and will be based on hours spent and expenses actually incurred, but in no event will the total compensation exceed the sum of Sixty Thousand Dollars (\$60,000) for performing all Duties.

Section 4. Payment.

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

City of Goshen
c/o Engineering Department
204 E. Jefferson Street, Ste 1
Goshen, IN 46528

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

Section 5. Ownership of Documents.

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

Section 6. Independent Contractor.

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this

agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 7. Non-Discrimination.

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

Section 8. Employment Eligibility Verification.

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

Section 9. Contracting with Relatives.

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

Section 10. Indemnification.

Contractor shall indemnify and hold harmless the City of Goshen and City's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of the Contractor, its officers and employees and others for whom Contractor is legally liable in the performance of services under this agreement. Such indemnity shall be limited by the amount of insurance coverage required under this agreement.

Section 11. Force Majeure.

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

Section 12. Default.

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

Section 13. Termination.

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

Section 14. Notice.

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

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

Contractor: Abonmarche Consultants, Inc.
303 River race Drive, Unite 206
Goshen, IN 46526

and

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

Section 15. Subcontracting or Assignment.

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

Section 16. Amendments.

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

Section 17. Waiver of Rights.

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

Section 18. Applicable Laws.

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

Section 19. Miscellaneous.

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

Section 20. Severability.

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

Section 21. Binding Effect.

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

Section 22. Entire Agreement.

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

Section 23. Authority to Execute.

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

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

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

Abonmarche Consultants, Inc.

Jeremy P. Stutsman, Mayor

Bradley E. Mosness, PE
Vice President

Date: _____

Date: _____



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **ON-CALL SERVICE AGREEMENT WITH DONOHUE & ASSOCIATES FOR WATER (JN: 2013-0022)**

DATE: December 16, 2022

The Goshen Water Utility utilizes Donohue & Associates technical expertise to troubleshoot and provide advice on the maintenance of the Supervisory Data Acquisition System (SCADA). The Utility has had previous on-call service agreements with Donohue and Associates. Prior to each task being undertaken, a Task Order is completed that reviews the scope of work and establishes the anticipated level of effort in dollars.

For the 2023 Water On-call Services Agreement, Goshen's Water Utility requests the Board's permission to enter into a three-year \$20,000.00 professional service agreement with Donohue and Associates, and additionally requests that the Mayor be allowed to sign task orders prepared under the terms and condition of the agreement.

Requested Motion: Move to enter into a Water Utility On-call Professional Service Agreement with Donohue and Associates for \$20,000.00, and authorize the Mayor to sign task orders prepared under the terms and conditions of the agreement.

AGREEMENT

Professional Engineering On-Call Consulting Services for City of Goshen Drinking Water Treatment and Distribution System

THIS AGREEMENT is entered into on this _____ day of _____, 2022, between Donohue & Associates, hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the Board of Public Works and Safety determines it is expedient and in the best public interest to employ professional engineering services for programming and consulting assistance and other related Drinking Water Treatment and Distribution System issues as required by the City.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to provide on-call professional engineering, programming, and consulting services for the City as required by the City.

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

SCOPE OF SERVICE

Consultant's professional engineering services under this Agreement shall be on an on-call basis to provide the City's Drinking Water Treatment and Distribution System with consulting services to assist with programming and other related engineering issues as required by the City.

City shall submit to Consultant a completed Task Order form (Exhibit A) per each request for Consultant's service by mail or email. The Task Order form shall include the scope of service requested, the start and completion requirements including a schedule, if applicable, and the compensation for the task. For each service request made by the City, Consultant shall prepare an email summarizing the requested services and send to the City for their concurrence prior to commencing work.

Consultant's services for each Task Order included in this Agreement shall begin as soon as practical after receiving the Task Order from the City and shall be completed as per the completion date that the City identifies on each Task Order.

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

TERMS OF THE AGREEMENT

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

This Agreement shall remain in effect for a maximum of three (3) years or until the agreed to funds of Twenty Thousand Dollars (\$20,000.00) are depleted, whichever comes first.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant's hourly rates as set forth in the table below and based on the not to exceed amount of

compensation that the City identifies on each Task Order and the hours actually worked on the tasks for an amount not to exceed Twenty Thousand Dollars (\$20,000).

Donohue & Associates Hourly Rate Schedules

Classification	2023 Rates*
Engineer/Specialist IX	\$260.00
Engineer/Specialist VIII	\$250.00
Engineer/Specialist VII	\$230.00
Engineer/Specialist VI	\$210.00
Engineer/Specialist V	\$195.00
Engineer/Specialist IV	\$180.00
Engineer/Specialist III	\$160.00
Engineer/Specialist II	\$145.00
Engineer/Specialist I	\$130.00
Technician II	\$110.00
Technician I	\$95.00
Administrative Assistant III	\$90.00
Administrative Assistant II	\$80.00
Administrative Assistant I	\$70.00

*Consultant's Hourly Rate Schedule is adjusted annually and is capped at 5% annual adjustment after 2023.

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

City's obligation for services rendered is subject to City of Goshen Common Council's annual appropriation of funds.

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

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

INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries, but only to the extent they are found to be caused by a negligent act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include reasonable attorney's fees and all costs and other expenses incurred by the City. City agrees that, to the fullest extent permitted by law, Consultant's total liability to City for any and all injuries, claims, losses, expenses or damage arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Engineer's negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the proceeds available from Engineer's professional liability insurance policy for a maximum of \$2,000,000 per claim and \$2,000,000 aggregate.

INSURANCE

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

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

Workers Compensation & Employer's Liability.....	Statutory Limits
General Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Professional Liability.....	Combined Bodily Injury and Property Damage \$2,000,000 per Claim and Aggregate
Automobile Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Accident and Aggregate

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

FORCE MAJEURE

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

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

BREACH

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

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

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

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

TERMINATION

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

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

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement. Consultant is not liable for changes made to the documents pertaining to the project by the City or anyone retained by the City.

OWNERSHIP OF DOCUMENTS

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

ASSIGNMENT

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

MODIFICATIONS

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

NOTICES

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

Address for notices to the City:

Address for notices to the Consultant:

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

Donohue & Associates, Inc.
Attention: Steven P. Gress, P.E.
101 W. Ohio Street, Suite 1650
Indianapolis, IN 46204

APPLICABLE LAWS

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

MISCELLANEOUS

- A. Any provisions of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

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

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

CONTRACTING WITH RELATIVES

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

SEVERABILITY

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

BINDING EFFECT

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

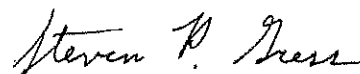
ENTIRE AGREEMENT

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

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

**Approved for City
Board of Public Works and Safety**

Approved for Consultant



Jeremy P. Stutsman, Mayor

Steven P. Gress, P.E., Vice President

Date: _____

Date: November 19, 2022



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **ON-CALL SERVICE AGREEMENT WITH DONOHUE & ASSOCIATES FOR WASTEWATER (JN: 2013-0022)**

DATE: December 16, 2022

The Goshen Wastewater Utility utilizes Donohue & Associates technical expertise to address minor plant operation issues, perform operation reviews of equipment and processes, and troubleshoot and provide advice on the maintenance of the Supervisory Data Acquisition System (SCADA). The Utility has had previous on-call service agreements with Donohue and Associates. Prior to each task being undertaken, a Task Order is completed that reviews the scope of work and establishes the anticipated level of effort in dollars. With this agreement, Task Order No. 1 is included for Donohue & Associates to update the City's Wastewater Local Limits for submittal to IDEM and the U.S. EPA Region 5.

For the 2023 Wastewater On-call Services Agreement, Goshen's Wastewater Utility requests the Board's permission to enter into a three-year \$39,800.00 professional service agreement with Donohue and Associates, and additionally requests that the Mayor be allowed to sign task orders prepared under the terms and condition of the agreement.

Requested Motion: Move to enter into a Wastewater On-call Professional Service Agreement with Donohue and Associates for \$39,800.00, and authorize the Mayor to sign task orders prepared under the terms and conditions of the agreement.

AGREEMENT

Professional Engineering On-Call Consulting Services for City of Goshen Wastewater Collection and Treatment System

THIS AGREEMENT is entered into on this _____ day of _____, 2022, between Donohue & Associates, hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the Board of Public Works and Safety determines it is expedient and in the best public interest to employ professional engineering services for programming and consulting assistance and other related Wastewater Treatment Plant (WWTP) and collection systems issues as required by the City.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to provide on-call professional engineering, programming, and consulting services for the City as required by the City.

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

SCOPE OF SERVICE

Consultant's professional engineering services under this Agreement shall be on an on-call basis to provide the City's WWTP and Collection System with consulting services to assist with programming and other related engineering issues as required by the City.

City shall submit to Consultant a completed Task Order form (Exhibit A) per each request for Consultant's service by mail or email. The Task Order form shall include the scope of service requested, the start and completion requirements including a schedule, if applicable, and the compensation for the task. For each service request made by the City, Consultant shall prepare an email summarizing the requested services and send to the City for their concurrence prior to commencing work.

Consultant's services for each Task Order included in this Agreement shall begin as soon as practical after receiving the Task Order from the City and shall be completed as per the completion date that the City identifies on each Task Order.

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

TERMS OF THE AGREEMENT

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

This Agreement shall remain in effect for a maximum of three (3) years or until the agreed to funds of Thirty-Nine Thousand-Eight Hundred Dollars (\$39,800.00) are depleted, whichever comes first.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant's hourly rates as set forth in the table below and based on the not-to-exceed amount of compensation that the City identifies on each Task Order and the hours actually worked on the tasks for an amount not to exceed Thirty-Nine Thousand-Eight Hundred Dollars (\$39,800).

Donohue & Associates Hourly Rate Schedule	
Classification	2023 Rates*
Engineer/Specialist IX	\$260.00
Engineer/Specialist VIII	\$250.00
Engineer/Specialist VII	\$230.00
Engineer/Specialist VI	\$210.00
Engineer/Specialist V	\$195.00
Engineer/Specialist IV	\$180.00
Engineer/Specialist III	\$160.00
Engineer/Specialist II	\$145.00
Engineer/Specialist I	\$130.00
Technician II	\$110.00
Technician I	\$95.00
Administrative Assistant III	\$90.00
Administrative Assistant II	\$80.00
Administrative Assistant I	\$70.00

*Consultant's Hourly Rate Schedule is adjusted annually and is capped at 5% annual adjustment after 2023

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

City's obligation for services rendered is subject to City of Goshen Common Council's annual appropriation of funds.

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

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

INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries, but only to the extent they are found to be caused by a negligent act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include reasonable attorney’s fees and all costs and other expenses incurred by the City. City agrees that, to the fullest extent permitted by law, Consultant’s total liability to City for any and all injuries, claims, losses, expenses or damage arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Engineer’s negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the proceeds available from Engineer’s professional liability insurance policy for a maximum of \$2,000,000 per claim and \$2,000,000 aggregate.

INSURANCE

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

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

Workers Compensation & Employer’s Liability.....	Statutory Limits
General Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Professional Liability.....	Combined Bodily Injury and Property Damage \$2,000,000 per Claim and Aggregate
Automobile Liability	Combined Bodily Injury ad Property Damage \$1,000,000 Each Accident and Aggregate

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

FORCE MAJEURE

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

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to

perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

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

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

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

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

TERMINATION

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

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

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement. Consultant is not liable for changes made to the documents pertaining to the project by the City or anyone retained by the City.

OWNERSHIP OF DOCUMENTS

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

ASSIGNMENT

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

MODIFICATIONS

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

NOTICES

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

Address for notices to the City:

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

Address for notices to the Consultant:

Donohue & Associates, Inc.
Attention: Steven P. Gress, P.E.
101 W. Ohio Street, Suite 1650
Indianapolis, IN 46204

APPLICABLE LAWS

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

MISCELLANEOUS

- A. Any provisions of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

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

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

CONTRACTING WITH RELATIVES

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

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

**Approved for City
Board of Public Works and Safety**

Approved for Consultant



Jeremy P. Stutsman, Mayor

Steven P. Gress, P.E., Vice President

Date: _____

Date: November 19, 2022

Exhibit A

Task Order NO. 2022 WW-01

For Professional Engineering On-Call Consulting Services issued by City of Goshen (City) to Donohue & Associates, Inc. (Consultant) as per Wastewater Collection and Treatment System On-Call Consulting Services Agreement dated this ____ day of _____, 2022.

ORDER NAME/DESCRIPTION OF TASK:

Prepare for submittal to IDEM by the City an NPDES Permit Modification Request Letter for the completed Goshen WWTP Improvements project and perform a local limits technical re-evaluation for submittal to IDEM and U.S. EPA Region 5 as per the requirements of Goshen's renewed NPDES Permit with an effective date of July 1, 2021.

SCOPE OF SERVICES FOR TASK:

A. NPDES Permit Modification Request.

1. Prepare a cover letter for signature by the City, which describes revisions and additions to the Goshen WWTP in the completed WWTP Improvements Project.
2. Include with the prepared cover letter the construction permit application and issued construction permit for the WWTP Improvements Project.
3. Based on names and contact information furnished by the City, prepare for an identification of potentially affected parties to include with the cover letter.
4. Include a \$50.00 application fee payable by the City.

B. Technical Re-Evaluation of the Local Limits.

1. Re-evaluate with the City its Sewer Use Ordinance (SUO) to determine if the SUO provides adequate legal authority to fully implement the pretreatment program and make any modifications found to be necessary that shall be consistent with U.S. EPA's Model Pretreatment Ordinance. If changes are deemed necessary to the SUO, the City shall notify the U.S. EPA Region 5 and IDEM Pretreatment Group.
2. Perform a technical re-evaluation of the local limits in accordance with 40 CFR 122.44(j)(2)(ii). The local limitations technical evaluation is to be consistent with U.S. EPA's Local Limits Development Guidance (2004) Document and the U.S. EPA Region 5 Local Limits Spreadsheet (February 2011). Prepare the local limits technical re-evaluation for the City to submit it to U.S. EPA Region 5 and IDEM Pretreatment Group for review.
 - a. Review On-Going Sampling and Analysis Data

Work with City during a project kick-off meeting to review the ongoing sampling and analysis work performed by the City to determine if any revisions to the existing on-going sampling and analysis program are needed to collect any additional

necessary data in order to establish the domestic background data to re-evaluate the local limits. This analysis includes the pollutants identified in Table 1.

Table 1. Pollutants Included in 2016 Local Limits Re-Evaluation Study

Arsenic	BOD5
Cadmium	TSS
Chromium (total)	Ammonia
Copper	Phosphorus
Cyanide	Nickel
Lead	Selenium
Mercury	Silver
TTO	Zinc
Phenol	FOG
	Hydrocarbon Oil and Grease

b. Organize Data and Calculate Local Limits

Organize the data and perform a technical re-evaluation of the local limits using the U.S. EPA's Local Limits Spreadsheet. Pollutant removal efficiencies will be based on the removal efficiencies previously utilized in the 2016 re-evaluation spreadsheets. Each pollutant is to be evaluated for the impact on the Goshen WWTP based on the following nine (9) scenarios:

- 1) NPDES permit daily maximum effluent limits for toxic pollutants
- 2) NPDES permit monthly average effluent limits for toxic pollutants
- 3) Inhibition of activated sludge process
- 4) Inhibition of nitrification activity
- 5) USEPA 503 sludge disposal regulations
- 6) State sludge disposal regulations
- 7) Chronic water quality standards
- 8) Acute water quality standards
- 9) Inhibition of anaerobic digester process

c. Additional Sampling and Analysis

If it is determined that the ongoing sampling and analysis program warrants additional sampling and analysis, Consultant will coordinate with the City on secondary sampling locations and parameters determined to be needed as an additional scope of work item.

d. Develop Local Limits Evaluation Report

Based on the analysis of data and calculation of the local limits Consultant will recommend updates to the Sewer Use Ordinance with input from the City.

e. Develop Local Limits Evaluation Report

Consultant will provide a draft report to the City of review summarizing the following:

- 1) Overview of the treatment plant

- 2) Overview of the industrial pretreatment program including identifying the significant industrial users (SIUs)
- 3) Additional needed sampling and analysis
- 4) Data analysis and local limits calculation
- 5) Recommendations for updates to the Sewer Use Ordinance

The report will be delivered in draft form to the City for comments. Consultant will schedule a meeting to review the draft report, and incorporate comments into the final report.

CITY RESPONSIBILITIES

Specific City responsibilities to support the project are as follows:

- Identify a person authorized to act as the City's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve invoice payments to Consultant, attend project meetings, and serve as liaison with Consultant as necessary for Consultant to complete its services.
- Provide detailed information pertaining to the City's current Industrial Pretreatment Program (IPP) Program, National Pollution Discharge Elimination System Permit, SIUs, Sewer Use Ordinance and other relevant documentation.
- Continue to perform the ongoing sampling and analysis program and perform additional sampling and analysis of pollutants as determined to determine the domestic background pollutant concentrations.
- Provide the following data for the ongoing sampling program and during any performed additional sampling and analysis period: industrial user flow, treatment plant flow and sludge mass (flow and concentration).
- Participate in routine conference calls and/or Zoom meetings to discuss work progress, actions and questions.
- Provide one or more representatives to work with Consultant at the WWTP to calculate the local limits utilizing the USEPA's Local Limits Spreadsheet.
- Coordinate the local limits development with IDEM and Consultant.
- Review the DRAFT Local Limits Report and provide comments. Participate in a site meeting to review the DRAFT Local Limits Report. Work with Consultant to develop appropriate industry allocation.
- Update the Sewer Use Ordinance as appropriate.

SCHEDULE FOR TASK:

Start date: On or before November 29, 2022 Completion date: March 29, 2023

COMPENSATION FOR TASK:

Compensation for the work as defined in the Scope of Services of this Task Order shall be in accordance with Donohue's charge out rates as set forth in the City of Goshen Wastewater Collection and Treatment System On-Call Consulting Services Agreement. Routine expenses will be billed at cost. The total cost for these basic Services will not exceed **\$19,800** without prior written approval from City.

APPROVALS:

CITY OF GOSHEN

Task requested by:

Dustin Sailor, Jim Kerezman

(Dustin Sailor, Jim Kerezman, Marv Shepherd,
and/or Dustin Kehr)

Task approved by:

Jeremy Stutsman, Mayor

Date: _____

DONOHUE & ASSOCIATES, INC.

Task approved by:

By: Steven P. Gress

Printed Name: Steven P. Gress, P.E.

Title Here: Vice President

Date: 11-19-2022

2023 GOSHEN CITY BOARD OF WORKS CALENDAR

All meetings are conducted in the Council Chambers, Police & Court Building, 111 E. Jefferson St. and are at 2 p.m. unless stated otherwise.

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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November

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December

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key: ■ BOW meeting

□ Special dates

Holidays

Notes:

- March 29–April 28: GCS Spring Break—no mtg. 4/3
- No mtgs. due to holidays: 1/2, 1/16, 5/29, 6/19, 9/4, 12/25
- May 2: Primary Election—no mtg. 5/1
- Aug. 21–24: AIM Idea Summit—no mtg. 8/28
- Sept. 18: Budget 1st reading (Council)
- Oct. 2: Budget 2nd reading (Council)
- Oct. 23–27: GCS Fall Break
- Nov. 7: General Election—no mtg. 11/6
- Dec. 18: Last BOW meeting of the year

