



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. March 30, 2020

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – March 2, March 9

Changes to Agenda

HIRES, PROMOTIONS, AND RESIGNATIONS

- (1) Promotion of Austin M. Everage from Patrol Officer to Sergeant (Miller)

NEW BUSINESS

- (1) Notice of Award and Agreement for Rock Run Interceptor Phase I Improvement Project
PN: 2019-0025C (Sailor)
- (2) Notice of Award and Agreements for Wastewater Treatment Plant Improvement
Project PN: 2019-0025A (Sailor)
- (3) Request by Interra Credit Union for Use of Powerhouse Parking Lot for Shred-It Days,
June 5-6 (Scharf)
- (4) Resolution 2020-14: Sale and Purchase of 1201 College Ave (Newcomer)
- (5) Agreement for Good of Goshen Campaign with Eyedart Creative Studio (Stutsman)



- (6) Agreement with Lightbox LLC (Windsor)
- (7) Agreement with Peerless Midwest, Inc. d/b/a Suez Advance Solutions
- (8) Dedication of Public Right-of-Way, 415 Noble Court (Marks)
- (9) Dedication of Public Right-of-Way, 211 W. Wilkinson Street (Marks)

PRIVILEGE OF THE FLOOR

APPROVAL OF CLAIMS

Adjournment

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING
HELD, MARCH 02, 2020, GOSHEN, INDIANA**

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on March 02, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

OTHERS:

Clerk-Treas. Admin Assistants
~~Asst. Brownfield Coordinator~~
 Central Fleet Manager
~~Fire Chief~~
 Street Commissioner
~~Human Resources~~
 Director of Public Works
~~Wastewater Superintendent~~
 Mayor's Admin Assistant

Police Chief
 Utilities Office Manager
 Contracts & Claims Manager
 Water & Sewer Superintendent
 City Attorney
~~Asst. Street Commissioner~~
~~Civil Traffic Engineer~~
 Brownfield Coordinator
~~Assistant Fire Chief~~

Asst. Building Commissioner
~~City Planner~~
 Assistant City Planner
 Legal Compliance Admin
 Communications Coordinator
 Assistant Police Chief
~~Building Inspector~~
 Parks Superintendent

No minutes presented

LIFE SAVING AWARD- GPD

Patrol Division Chief Mario Mora introduced Captain Dave Miller to present a Life Saving Award to Ptl Michael Heckathorn and Ptl Brian Abshire for the life saving measures they performed which saved the life of a member of the Goshen community.

OPEN BIDS FOR RIVER RACE ROAD EXTENSION(PN:2017-0014)

Mayor Stutsman opened the following bids for the River Race Road Extension PN:2017-0014. Below are the quotes received:

COMPANY	TOTAL
Walsh and Kelly	\$268,238.95
HRP Construction	\$263,543.00
Niblock	\$229,785.25
Reith Riley	\$327,366.07

Mayor Jeremy Stutsman moved to refer the bids to the Legal Department for review and recommendation. Second by Board Member Landis and motion passed unanimously.

INFORMATION ONLY-JAIL DEMOLITION

Director of Public Works Dustin Sailor provide some information regarding Third Street lane restrictions due to the jail demolition. March 02-March 06 on the west side of the street the south bound lane will be restricted.

REQUEST TO APPROVE PERMANENT STOP SIGN(JN:2020-0007)

Director of Public Works Dustin Sailor provided information included in the packet regarding the vote from the Traffic Commission and Goshen Community Schools in favor of adding a permanent stop sign on the alley at Monroe Street for south bound traffic.

Board Member Landis moved to approve the request to install a permanent stop sign on the alley at Monroe Street. Second by Board Member Nichols and motion passed unanimously.

REQUEST TO APPROVE ROAD CLOSURE FOR HAWK'S BUILDING IMPROVEMENTS (JN:2018-2060)

Director of Public Works Dustin Sailor provided information regarding the Hawk's Apartment Building Phase 2 Exterior Improvements JN:2018-2060. This information is included in the packet.

Board Member Landis moved to approve the road closure of River Race Drive between Alley 135 and Jefferson Street from March 3, thru March 6, 2020. Second by Board Member Nichols and motion passed unanimously.

REQUEST TO APPROVE QUANTITY PURCHASE AGREEMENT FOR ROAD SALT

Legal Contracts and Claims Manager Keitha Windsor requested Board approval to enter into the Quantity Purchase Agreement with the State of Indiana for road salt. Information included in memo within the packet.

Board Member Landis moved to approve the request and permit the City's 1000 tons of untreated and delivered road salt requirements to be entered into the State's website to be bid out by the State of Indiana for the 2020/2021 winter season. Second by Board Member Nichols and motion passed unanimously.

REQUEST TO APPROVE AGREEMENT WITH KATHLEEN JONES AND RACHEL SMUCKER

Legal Contracts and Claims Manager Keitha Windsor requested Board approval of Agreement with Kathleen Jones and Rachel Smucker for the environmental educational curriculum. Details of Agreement can be found in the packet.

Mayor Stutsman explained that this agreement is in addition to the agreement previously made with Paul Steury and the money is still within the original budget.

Board Member Landis moved to approve the agreement with Kathleen Jones and Rachel Smucker to augment and facilitate completion of the environmental education curriculum at a cost not to

exceed \$2,400.00 with services to be completed by May 29, 2020. Second by Board Member Nichols and motion passed unanimously.

REQUEST FOR OCCUPANCY PERMIT

Legal Compliance Administrator Shannon Marks requested the occupancy permit agreement approval with North Meadow of Goshen, LLC. All remaining work will be completed no later than June 15, 2020, and a surety bond in the amount of \$1,635.00 will be submitted.

Board Member Landis moved to approve and authorize the Mayor to execute the Occupancy Permit Agreement with North Meadow of Goshen, LLC concerning the completion of the construction project at 118 Tulip Blvd. Second by Board Member Nichols and motion passed unanimously.

RESOLUTION 2020-08

Legal Compliance Administrator Shannon Marks read a memo included in the packet regarding the Interlocal Agreement with the County of Elkhart for animal control services.

Mayor Stutsman explained that the formula used to determine the fees are based on population, then a monthly report is received stating the number of calls and such.

Board Member Landis moved to approve the terms and conditions of the Interlocal agreement with the County of Elkhart for animal control services, and authorize the Mayor and Clerk-Treasurer to execute. Second by Board Member Nichols and motion passed unanimously.

REQUEST TO APPROVE HVAC LICENSE

Travis Eash of Engineering on behalf of Assistant Building Commissioner Myron Grise requested Board approval for an HVAC license for Joseph Kendall. Joseph has met the requirements for a City of Goshen HVAC License. He received a score of 82% on the Prometric Master Unlimited exam taken on January 25, 2020 in Indianapolis, Indiana.

Board Member Landis moved to approve the request to approve an HVAC License to Joseph Kendall. Second by Board Member Nichols and motion passed unanimously.

POV-REQUEST TO CLOSE 2 PARKING SPOTS

Gary Royer of Royer Construction requested Board approval to block 2 parking spots in front of 212 E Jefferson Street. Remodeling project requires a dumpster. Requested time from March 3- March 7, 2020.

Mayor Stutsman made a motion to approve the request for 2 residential parking spots be blocked from March 3- March 7, 2020. Second by Board Member Landis and motion passed unanimously.

There being no further business Mayor Stutsman moved to process claims and then to adjourn. Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:

MAYOR JEREMY STUTSMAN _____

BOARD MEMBER MICHAEL LANDIS _____

BOARD MEMBER MARY NICHOLS _____

ATTEST _____
CLERK-TREASURER ADAM SCHARF

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING
HELD, MARCH 09, 2020, GOSHEN, INDIANA**

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on March 09, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

OTHERS:

Clerk-Treas. Admin Assistants
~~Asst. Brownfield Coordinator~~
 Central Fleet Manager
 Fire Chief
 Street Commissioner
~~Human Resources~~
 Director of Public Works
~~Wastewater Superintendent~~
 Mayor's Admin Assistant

~~Police Chief~~
 Utilities Office Manager
~~Contracts & Claims Manager~~
 Water & Sewer Superintendent
 City Attorney
~~Asst. Street Commissioner~~
~~Civil Traffic Engineer~~
 Brownfield Coordinator
 Assistant Fire Chief

Asst. Building Commissioner
~~City Planner~~
 Assistant City Planner
 Legal Compliance Admin
 Communications Coordinator
 Assistant Police Chief
~~Building Inspector~~
 Parks Superintendent

No minutes presented

OPEN BIDS FOR DEMOLITION PROJECT-7 HOUSES E LINCOLN AVE

Mayor Stutsman opened the following bids for the Demolition of 7 Houses on E Lincoln Ave. Below are the quotes received:

COMPANY	ALL 7 HOUSES	OPTION 2
Advanced Excavating	\$72,600	\$14,000
Troyer Brothers	\$128,250	\$26,375

Mayor Jeremy Stutsman moved to refer the bids to the Legal Department for review and recommendation. Second by Board Member Landis and motion passed unanimously.

REQUEST FOR ROAD CLOSURE FOR KIDS & TEENS TRIATHLON(JN:2007-0017)

Director of Public Works Dustin Sailor read information and memo included in the packet. On behalf of the Parks Department, SR 119 road closure request for Saturday, July 11, 2020 from 7:00AM to 12:00PM for the Kids' & Teens' Triathlon event.

Board Member Landis moved to approve the request for road closures on Saturday, July 11, 2020 associated with the Kids' & Teens' Triathlon. Second by Board Member Nichols and motion passed unanimously.

CHANGE ORDER 2 BUGGY TRAIL RE-ROUTE BALANCING CHANGE(JN:2012-0033)

Director of Public Works Dustin Sailor requested Board approval of Balancing Change Order No 2 for the Buggy Trail Re-Route JN:2012-0033 with Kibby Excavating. Memo is included in the packet.

Board Member Landis moved to approve the request to approve Balancing Change Order No 2 for a decrease of \$1,232.90 bringing the final project cost to \$51,245.49. Second by Board Member Nichols and motion passed unanimously.

REQUEST TO MOVE UNPAID FINAL UTILITY ACCOUNTS

Utilities Business Office Manager Kelly Saenz requested Board approval to move unpaid final accounts from active to collection, sewer liens, and write-offs. The original amount of unpaid final Water/Sewer accounts for the period was \$11,678.26. Collection letters were sent out and payments of \$2,962.58 have been collected. The uncollected amount equals \$8,715.68. These are accounts that were for the most part final through November 22, 2019.

Water:	\$4,193.87
Sewer:	\$4,521.81

Board Member Landis moved to approve the request. Second by Board Member Nichols and motion passed unanimously.

REQUEST FOR CENTRAL FIRE STATION PARKING LOT IMPROVEMENTS

Assistant Fire Chief Mike Happer requested Board approval to improve the alley and to expand the current parking area on the north side of the Central Fire Station located at 209 N. 3rd St.

Board Member Landis moved to approve the request for the parking lot improvements and expansion at Central Fire Station. Second by Board Member Nichols and motion passed unanimously.

ACCEPTANCE OF EASEMENT

Legal Compliance Administrator Shannon Marks requested the Board's Acceptance of Easement from Geenen DeKock Properties IN, LLC. Information included in packet.

Board Member Landis moved to accept the Easement and authorize the Mayor to execute the Acceptance page. Second by Board Member Nichols and motion passed unanimously.

AGREEMENT WITH ROONEY AND CO, LLC

Legal Compliance Administrator Shannon Marks requested Board approval to enter into Agreement with Rooney and Co, LLC. Information included in the packet.

Board Member Landis asked about the reimbursements and if those occur after reports were filed or how that works. Ms. Marks stated that the reimbursements were paid off the information that would be in the report filed by Rooney and Co and offered some previous fiscal year information that in 2018 the City received an additional \$47,821 and in 2017 \$62,824.

Board Member Landis made a motion to approve and execute the Agreement with Rooney and Co, LLC. Second by Board Member Nichols and motion passed unanimously.

REQUEST FOR OCCUPANCY PERMIT

Legal Compliance Administrator Shannon Marks read a memo from the packet requesting the occupancy permit agreement approval with Philip and Virginia Leichty and Freedom Builders. All remaining work will be completed no later than June 15, 2020, and a surety bond in the amount of \$735.00 will be submitted.

Board Member Landis moved to approve and authorize the Mayor to execute the Occupancy Permit Agreement with Philip and Virginia Leichty and Freedom Builders concerning the completion of the construction project at 1616 Clover Creek Lane. Second by Board Member Nichols and motion passed unanimously.

REQUEST FOR OCCUPANCY PERMIT

Legal Compliance Administrator Shannon Marks read a memo from the packet requesting the occupancy permit agreement approval with Calvin C. Graber and Freedom Builders. All remaining work will be completed no later than June 15, 2020, and a surety bond in the amount of \$735.00 will be submitted.

Board Member Landis moved to approve and authorize the Mayor to execute the Occupancy Permit Agreement with Calvin C. Graber and Freedom Builders concerning the completion of the construction project at 1618 Clover Creek Lane. Second by Board Member Nichols and motion passed unanimously.

REQUEST FOR OCCUPANCY PERMIT

Legal Compliance Administrator Shannon Marks read a memo from the packet requesting the occupancy permit agreement approval with Jose and Lorie Tapia and Granite Ridge Builders. All remaining work will be completed no later than June 15, 2020, and a surety bond in the amount of \$2,625.00 will be submitted.

Board Member Landis moved to approve and authorize the Mayor to execute the Occupancy Permit Agreement with Jose and Lorie Tapia and Granite Ridge Builders concerning the completion of the construction project at 112 Tulip Boulevard. Second by Board Member Nichols and motion passed unanimously.

REQUEST TO DECLARE SURPLUS PROPERTY

Legal Contracts and Claims Manager Keitha Windsor requested Board approval to have the following equipment declared as surplus property and to approve the disposal of the surplus property from the City's Central Garage. (full list of equipment and serial numbers in the packet)

Board Member Landis moved to approve the request to declare equipment as surplus property and to dispose of the surplus property consistent with Resolution 2020-09. Second, by Board Member Nichols and motion passed unanimously.

AUTHORIZE GRANT AGREEMENT AND BANJO MASTER SERVICES AGREEMENT

City Attorney Bodie Stegelmann provided information from the memo included in the packet regarding IDEA offering grant funds to the City of Goshen Police Department to contract with Banjo Master Services to provide software services. This is a trial for 1 year and it is being offered in 3 counties.

Assistant Chief Turner offered a little input by stating that the trial is testing to see how valuable to agencies to have specialized software for investigative links and would compile information and be accessible for law enforcement to access easier.

Mayor Stutsman asked Chief Turner to provide an update on the trial program in about 8-9 months.

Board Member Landis moved to approve the authorization for the Police Department to accept grant funds from the Indiana Drug Enforcement Association to pay for use of an internet software platform for real time display of live, shared events and ratification of agreements with IDEA and with Banjo, Inc. Second by Board Member Nichols and motion passed unanimously.

There being no further business Mayor Stutsman moved to process claims and then to adjourn. Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:

MAYOR JEREMY STUTSMAN _____

BOARD MEMBER MICHAEL LANDIS _____

BOARD MEMBER MARY NICHOLS _____

ATTEST _____
CLERK-TREASURER ADAM SCHARF



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: March 30th, 2020

From: Jose' Miller, Chief of Police

Reference: Promotion of Austin M. Everage from Patrol Officer to Sergeant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Austin M. Everage from the position of Patrol Officer to the rank of Sergeant. Officer Everage was one (1) of four (4) officers who tested for the sergeant position. Officer Everage has worked on the police department nearly three (3) years and is currently one of the department's Field Training Officers. Officer Everage has demonstrated he will be a great asset to our department as a supervisor. I request the promotion to be retroactive to Friday March 20th, 2020.

Austin will be present for the swear in

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



**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: **NOTICE OF AWARD AND AGREEMENT (PN: 2019-0025C)
ROCK RUN INTERCEPTOR PHASE I IMPROVEMENT PROJECT**

DATE: March 30, 2020

Bids for the Rock Run Interceptor Phase I Improvement Project were opened by the Board on February 24th and turned over to the Engineering Department for review and recommendation. The Engineering Department is recommending that Selge Construction Company, Inc. be awarded the Rock Run Interceptor Phase I Project with an apparent low and responsive bid of \$1,729,736.60.

Requested Motion: Approve the Notice of Award and agreement with Selge Construction Company, Inc. for construction of Project C - Rock Run Interceptor Phase I Improvements for a cost of \$1,729,736.60.

NOTICE OF AWARD

DATED: 3/30/2020

TO: Selge Construction Company, Inc.
2833 South 11th Street
Niles, Michigan 49120

CONTRACT:

**CITY OF GOSHEN
ROCK RUN SEWER IMPROVEMENTS
PROJECT C
GOSHEN, INDIANA**

You are notified that your Bid dated February 24, 2020 for the above Contract has been accepted by the Owner. You are the apparent Successful Bidder and are awarded a Contract for providing the total Work of the Contract.

The Contract Price of your Contract is One Million, Seven Hundred Twenty Nine Thousand, Seven Hundred Thirty Six Dollars and Sixty Cents. (\$1,729,736.60).

Three copies of the Agreement accompany this Notice of Award and one copy of the Contract Documents has been transmitted or will be made available to Bidder electronically. Additional sets of Conformed to Contract Project Manuals and Drawings will be delivered separately at a later date.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award that is by April 14, 2020.

1. Deliver to the Owner three fully executed counterparts of the Agreement, signed by the Bidder (as Contractor).
2. Deliver with the signed Agreement the Contract security (Bonds) and insurance documentation, as specified in the Instructions to Bidders (Article 20) and General Conditions (Article 6).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

City of Goshen, Board of Public Works and Safety
(OWNER)

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

Copy: Donohue & Associates, Inc.

AGREEMENT

THIS AGREEMENT is by and between the City of Goshen (hereinafter called Owner) and Selge Construction Company, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. The work for this Contract consists mainly of installing approximately 1,300 feet of 42-inch sewer generally parallel to the existing Rock Run Sewer, redirecting flow to the new sewer, and abandoning the existing sewer. Portions of the sewer alignment will pass through contaminated soils which have previously been encapsulated and special soil disposal and backfill procedures must be used.
- B. Other work this Contract will include installing approximately 600 feet of 24-inch sewer; boring and jacking approximately 120 feet of a 54-inch steel casing pipe with a 42-inch carrier pipe; installing three (3) siphon pipes each approximately 260 feet in length with nominal 8-inch, 16-inch and 24-inch diameter siphon piping; construction of inlet and outlet siphon pipe structures; construction of eight (8) new sanitary manholes ranging in size from 48 inches to 96 inches in diameter; abandoning and grout filling approximately 2,300 feet of existing sewer; removing approximately 125 feet of existing sewer; removal of two (2) existing manholes; abandonment of nine (9) existing manholes; removal of an existing inlet chamber, outlet chamber and diversion structure; various storm sewer modifications; traffic maintenance; erosion control; and site restoration. Also included are curb and gutter, sidewalk, and pavement improvements along Main Street between the Rock Run Creek Bridge and approximately 500 feet to the north.
- C.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CITY OF GOSHEN
ROCK RUN SEWER IMPROVEMENTS
PROJECT C
GOSHEN, INDIANA

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete on or before May 1, 2021, and completed and ready for final payment in accordance with Article 15 of the General Conditions on or before July 15, 2021.

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and Milestones not achieved within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty).

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Contractor and Owner also recognize that Owner will suffer financial loss if part of the Work is not completed within the Milestone times specified in Section 01110, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if part of the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amount stated below for each day that expires after the time specified in Section 01110 for Substantial Completion of each Milestone until the Work is substantially complete.

a. Milestone No. 1: \$500

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated the following schedule for Unit Price Work:

UNIT PRICE WORK					
No.	Item	Qty	Unit	Bid Unit Price	Bid Price
1	CONSTRUCTION ENGINEERING	1	LS	\$1,500.00	\$1,500.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$58,000.00	\$58,000.00
3	CONSTRUCTION STAKING	1	LS	\$13,170.00	\$13,170.00
4	CLEARING AND GRUBBING	1	LS	\$119,500.00	\$119,500.00
5	PIPE, ABANDON AND GROUT FILL	2287	LF	\$17.15	\$39,222.05
6	PIPE, REMOVE	125	LF	\$25.00	\$3,125.00
7	MANHOLE, REMOVE	2	EA	\$500.00	\$1,000.00
8	MANHOLE, ABANDON	9	EA	\$475.00	\$4,275.00
9	SANITARY INLET CHAMBER, REMOVE	1	EA	\$2,500.00	\$2,500.00
10	SANITARY OUTLET CHAMBER, REMOVE	1	EA	\$5,000.00	\$5,000.00
11	DIVERSION STRUCTURE, REMOVE	1	EA	\$2,500.00	\$2,500.00
12	TEMPORARY EROSION CONTROL	1	LS	\$11,500.00	\$11,500.00
13	COMPACTED AGGREGATE, NO. 53	630	TON	\$23.95	\$15,088.50
14	COMPACTED AGGREGATE, 10f STONE	149	TON	\$46.50	\$6,928.50
15	HARD SURFACE REMOVALS	1	LS	\$29,000.00	\$29,000.00
16	HMA, SURFACE, TYPE B 9.5mm	107	TON	\$95.00	\$10,165.00
17	HMA, INTERMEDIATE, TYPE B 12.5mm	178	TON	\$82.00	\$14,596.00
18	HMA, BASE, TYPE B 25.0mm	452	TON	\$75.00	\$33,900.00
19	SIDEWALK, CONCRETE	412	SY	\$52.10	\$21,465.20
20	CURB RAMP. CONCRETE	36	SY	\$136.90	\$4,928.40

UNIT PRICE WORK

No.	Item	Qty	Unit	Bid Unit Price	Bid Price
21	DETECTABLE WARNING SURFACES	8	SY	\$143.00	\$1,144.00
22	CURB AND GUTTER, CONCRETE	573	LF	\$26.00	\$14,898.00
23	6-INCH BARRIER CURB	25	LF	\$56.10	\$1,402.50
24	MULCHED SEEDING, R	5420	SY	\$1.90	\$10,298.00
25	PIPE, SANITARY SEWER, 24-INCH, PVC SOLID WALL	601	LF	\$226.30	\$136,006.30
26	PIPE, SANITARY SEWER, 42-INCH, PVC SOLID WALL	1292	LF	\$317.00	\$409,564.00
27	BORE AND JACKED STEEL CASING PIPE, W/ 42-INCH CARRIER PIPE	120	LF	\$1,499.50	\$179,940.00
28	PIPE, SANITARY SEWER, 8-INCH NOMINAL ID, SIPHON PIPING	254	LF	\$80.00	\$20,320.00
29	PIPE, SANITARY SEWER, 16-INCH NOMINAL ID, SIPHON PIPING	264	LF	\$196.25	\$51,810.00
30	PIPE, SANITARY SEWER, 24-INCH NOMINAL ID, SIPHON PIPING	261	LF	\$316.25	\$82,541.25
31	REPLACEMENT CLAY CAP, IMPORT	877	TON	\$6.75	\$5,919.75
32	TRENCH STABILIZATION	200	LF	\$10.25	\$2,050.00
33	SANITARY MANHOLE, 60-INCH	1	EA	\$8,500.00	\$8,500.00
34	SANITARY MANHOLE, 72-INCH	4	EA	\$9,300.00	\$37,200.00
35	SANITARY MANHOLE, 84-INCH	2	EA	\$19,250.00	\$38,500.00
36	SANITARY SIPHON INLET STRUCTURE	1	EA	\$148,350.00	\$148,350.00
37	SANITARY SIPHON OUTLET STRUCTURE	1	EA	\$80,500.00	\$80,500.00
38	STORM MANHOLE, 48-INCH	3	EA	\$2,900.00	\$8,700.00
39	CASTING, NEENAH R-3070 A, FURNISH AND ADJUST TO GRADE	3	EA	\$1,025.00	\$3,075.00
40	MAINTAINING TRAFFIC	1	LS	\$8,525.00	\$8,525.00
41	SHEET SIGN AND POST, REMOVE AND RESET	4	EA	\$150.00	\$600.00
42	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	90	LF	\$1.75	\$157.50

UNIT PRICE WORK					
No.	Item	Qty	Unit	Bid Unit Price	Bid Price
43	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	80	LF	\$6.25	\$500.00
44	LINE THERMOPLASTIC, SOLID, YELLOW, 4 IN.	610	LF	\$0.89	\$542.90
45	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, RAILROAD	1	EA	\$400.00	\$400.00
46	TRANSVERSE MARKING, THERMOPLASTIC, ARROW	1	EA	\$80.00	\$80.00
47	LINE THERMOPLASTIC, SOLID, WHITE, 4 IN.	25	LF	\$1.89	\$47.25
48	PIPE, STORM SEWER, 24-INCH, CONCRETE	14	LF	\$140.50	\$1,967.00
49	SANITARY MANHOLE, 96-INCH	1	EA	\$32,500.00	\$32,500.00
50	CONCRETE, CENTER CURB	45	SY	\$94.10	\$4,234.50
51	LUMP SUM WORK	1	LS	\$42,100.00	\$42,100.00
TOTAL OF ALL ESTIMATED PRICES (Sum of Estimated Price for Each Item)					\$1,729,736.60 (figures)
Qty = Estimated Quantity					
Bid Price (for each Item) = Qty x Bid Unit Price (for each item)					
LS = Lump Sum					
CY = Cubic Yard					
LF = Lineal Foot					
EA = Each					

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Article 10 of the General Conditions. Unit prices have been computed as provided in Article 13 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the General Conditions:
 - 1. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments will be in an amount equal to 100% of the Work completed less the aggregate of previous retainage and payments previously made. At 50% completion, or any time thereafter, when the character and progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the Work completed.
- C. Upon Substantial Completion, the amount of retainage may be reduced. Upon Substantial Completion, Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 15.

ARTICLE 7 – INTEREST

- 7.01 Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered and correlated the information known to the Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Contractor has reviewed and understands the Use of American Iron and Steel requirements of the Clean Water State Revolving Fund. Contractor's bid reflects their best, good faith effort to identify domestic sources of iron and steel, where such American-made products were available to meet the contract times. All iron and steel products contained in the Contractor's bid will be produced in the United States in a manner that complies with the Use of American Iron and Steel requirements, unless a waiver is approved. Contractor will provide further verification, certification or assurance of compliance, or information necessary to support a waiver of the Use of American Iron and Steel requirements. Contractor understands that any failure to comply with the Use of American Iron and Steel requirement shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation to engineering or attorney's fees) incurred by the Owner or the State resulting from any such failure. While the Contractor has no direct contractual privity with the State, as a lender to Owner for the funding of this project, the Owner and Contractor agree that the State is a third-party beneficiary and neither this paragraph, nor any other

provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 to 00520-11, inclusive);
2. Performance Bond (pages 00610-1 to 00610-3, inclusive);
3. Payment Bond (pages 00615(A)-1 to 00615(A)-3, inclusive);
4. General Conditions (pages 00700-1 to 00700-65, inclusive);
5. Supplementary Conditions (pages 00800-1 to 00800-15, inclusive);
6. Specifications, not attached hereto, as listed in the table of contents of the Project Manual;
7. Drawings, not attached hereto, consisting of a cover sheet and sheets numbered 1 through 45, inclusive, with each sheet bearing the following general title: CITY OF GOSHEN, ROCK RUN SEWER IMPROVEMENTS, PROJECT C;
8. Addenda (numbers 1 to 3, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
 - a. List of proposed Subcontractors having a direct contract with the Contractor from the Subcontractor Listing included with the Contractor's Bid (page 00410-11), not attached hereto;
 - b. Exhibit B: Documentation submitted by Contractor prior to Notice of Award:

Exhibit B – Estimated Useful Life of Project for the Indiana Clean Water State Revolving Fund Loan Program, not attached hereto.
10. Wage Rates, not attached hereto;
11. Federal, State, and Local Forms, not attached hereto;
12. Documents in the Appendix, not attached hereto;
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Work Change Directives;
 - d. Field Orders;

- e. Engineer's written interpretations and clarifications.
- B. The documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Addresses for Notices

Address for notices to the City:

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

And

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

Address for notices to Contractor:

Selge Construction Company, Inc.
Attention: James Boyles, Vice President
2833 South 11th Street
Niles Michigan

(Continued On Next Page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on March 30, 2020 (which is the Effective Date of the Agreement).

BINDING EFFECT

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

ENTIRE AGREEMENT

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

**City of Goshen (Owner)
Board of Public Works and Safety**

Selge Construction Company, Inc.

Jeremy P. Stutsman, Mayor

James Boyles, Vice President

Mary Nichols, Member

Date: _____

Michael Landis, Member

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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NOTICES OF AWARD AND AGREEMENTS (PN: 2019-0025A)
WWTP IMPROVEMENT PROJECT**

DATE: March 30, 2020

Bids for the Wastewater Treatment Plant Improvement Project were opened by the Board on February 24th and turned over to the Engineering Department for review and recommendation. The Engineering Department is recommending that Kokosing Industrial, Inc. be awarded the Wastewater Treatment Plant Improvement Project with an apparent low and responsive bid of \$18,989,000.00.

Requested Motion: Approve the Notice of Award and agreement with Kokosing Industrial, Inc. for construction of Project A - Wastewater Treatment Plan Improvement for a cost of \$18,989,000.00.

NOTICE OF AWARD

DATED: 3/30/2020

TO: Kokosing Industrial Inc.
6235 Westerville Road, Suite 200
Westerville, OH 43081

CONTRACT:

**CITY OF GOSHEN
WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT A
GOSHEN, INDIANA**

You are notified that your Bid dated February 24, 2020 for the above Contract has been accepted by the Owner. You are the apparent Successful Bidder and are awarded a Contract for providing the total Work of the Contract.

The Contract Price of your Contract is Eighteen Million, Nine Hundred Eighty Nine Thousand Dollars (\$18,989,000).

Three copies of the Agreement accompany this Notice of Award and one copy of the Contract Documents has been transmitted or will be made available to Bidder electronically. Additional sets of Conformed to Contract Project Manuals and Drawings will be delivered separately at a later date.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by April 14, 2020.

1. Deliver to the Owner three fully executed counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement the Contract security (Bonds) and insurance documentation, as specified in the Instructions to Bidders (Article 20) and General Conditions (Article 6).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

City of Goshen, Board of Public Works and Safety
(OWNER)

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

Copy: Donohue & Associates, Inc.

AGREEMENT

THIS AGREEMENT is by and between the City of Goshen (hereinafter called Owner)

And Kokosing Industrial Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. New raw sewage pumps and associated piping modifications.
2. New vector truck receiving station.
3. New grit removal system, pumps, and grit washing equipment.
4. New primary clarifier equipment.
5. Digester gas piping improvements, new boilers, and digested sludge pumping to sludge dewatering screw presses.
6. New aeration blowers and piping improvements.
7. Addition to aeration RAS flow splitter structure.
8. Aeration tank improvements including diffusers, mixers, dissolved oxygen control, miscellaneous piping and valves, and other miscellaneous improvements.
9. The addition of a 5th aeration tank.
10. New aeration effluent pump station.
11. New storm pump station.
12. Improvements to the secondary clarifier access walkways and related structures.
13. Improvements to the upflow clarifiers access walkways and related structures.
14. A new Sludge Dewatering Building and dewatering system.
15. Expansion of the existing PLC's to accommodate new and modified processes including a new PLC and HMI station in the new Sludge Dewatering Building as well as integrating it into the plant-wide process network.
16. Modifications to the communication system for the remote lift stations.
17. Miscellaneous sitework, piping, structural, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CITY OF GOSHEN
WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT A
GOSHEN, INDIANA

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 579 calendar days after the date when the Contract Times commence to run as provided in Article 4 of the General Conditions, and completed and ready for final payment in accordance with Article 15 of the General Conditions within 621 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and Milestones not achieved within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty).
 1. Substantial Completion: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

Eighteen Million, Nine Hundred Eighty Nine Thousand Dollars (\$18,989,000)
(words) (figures)

- 5.02 Owner accepts/rejects the following alternates as described in Section 01230 and indicated on the Bid Form:

- A. Reject Alternate 1: Maintenance Building Improvements.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the General Conditions:
 - 1. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments will be in an amount equal to 100% of the Work completed less the aggregate of previous retainage and payments previously made. At 50% completion, or any time thereafter, when the character and progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the Work completed.
- C. Upon Substantial Completion, the amount of retainage may be reduced. Upon Substantial Completion, Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 15.

ARTICLE 7 – INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered and correlated the information known to the Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor has reviewed and understands the Use of American Iron and Steel requirements of the Clean Water State Revolving Fund. Contractor's bid reflects their best, good faith effort to identify domestic sources of iron and steel, where such American-made products were available to meet the contract times. All iron and steel products contained in the Contractor's bid will be produced in the United States in a manner that complies with the Use of American Iron and Steel requirements, unless a waiver is approved. Contractor will provide further verification, certification or assurance of compliance, or information necessary to support a waiver of the Use of American Iron and Steel requirements. Contractor understands that any failure to comply with the Use of American Iron and Steel requirement shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation to engineering or attorney's fees) incurred by the Owner or the State resulting from any such failure. While the Contractor has no direct contractual privity with the State, as a lender to Owner for the funding of this project, the Owner and Contractor agree that the State is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 to 00520-8, inclusive);
2. Performance Bond (pages 00610-1 to 00610-3, inclusive);
3. Payment Bond (pages 00615(A)-1 to 00615(A)-3, inclusive);
4. General Conditions (pages 00700-1 to 00700-65, inclusive);
5. Supplementary Conditions (pages 00800-1 to 00800-16, inclusive);
6. Specifications, not attached hereto, as listed in the table of contents of the Project Manual;
7. Drawings, not attached hereto, consisting of a cover sheet and sheets numbered 1 through 314 inclusive, with each sheet bearing the following general title: CITY OF GOSHEN WASTEWATER TREATMENT PLANT IMPROVEMENTS, PROJECT A, GOSHEN, INDIANA.
8. Addenda (numbers 1 to 4, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A: "Base Bid (Type I) Material and Equipment Schedule" from Contractor's Bid (page 00411-10 and 11), not attached hereto;
 - b. Exhibit B: "Base Bid (Type II) Material and Equipment Schedule" from Contractor's Bid (page 00411-11 and 12), not attached hereto;
 - c. Exhibit C: "Base Bid (Type III) Material and Equipment Schedule" from Contractor's Bid (page 00411-12 and 13), not attached hereto;
 - d. List of proposed Subcontractors having a direct contract with the Contractor from the Subcontractor Listing included with the Contractor's Bid (page 00410-9), not attached hereto.
10. Wage Rates, not attached hereto;
11. Federal, State, and Local Forms, not attached hereto;
12. Documents in the Appendix, not attached hereto;
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Work Change Directives;
 - d. Field Orders;

- e. Engineer's written interpretations and clarifications.
- B. The documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Addresses for Notices

Address for notices to the City:

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

And

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

Address for notices to Contractor:

Kokosing Industrial Inc.
Attention: Chad Lampe, Vice President
6235 Westerville Road, Suite 200
Westerville, OH 43081

(Continued On Next Page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on March 30, 2020 (which is the Effective Date of the Agreement).

BINDING EFFECT

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

ENTIRE AGREEMENT

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

**City of Goshen (Owner)
Board of Public Works and Safety**

Kokosing Industrial Inc.

Jeremy P. Stutsman, Mayor

Chad Lampe, Vice President

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



March 24, 2020

City of Goshen – Board of Works
202 S. 5th St.
Goshen, IN 46528

Dear board members:

Name: Interra Credit Union
Address: PO Box 727 (300 W. Lincoln Ave.)
Goshen, IN 46527
Contact(s): Megan Simpson, Community/Comm. Specialist - 534.2506, ext. 7344

The credit union respectfully requests the following use of the Powerhouse parking lot:

Purpose: "Shred-It Days" staging
Date(s): Friday – June 5, 2020
7:30 am to 4:30 pm
Event is 9 am to 11:00 am and 1:00 – 3:00 pm*
Saturday – June 6, 2020
7:30 am to 12:00 noon
Event is 9:00-11:00 am*

*Because of the popularity, the times may be adjusted – yet to be finalized.

In addition, we request the use of four barricades from the Street Department.

A popular event for Interra members is the annual "Shred-It Days."

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with their mobile truck/shredder.
- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure orderly entrance into and exit from the parking lot.
- As an example of the popularity, the total in 2019 was almost 27,000 pounds.

Thank you for your consideration,

Megan Simpson
Community & Communications Specialist



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

March 26, 2020

To: Board of Public Works and Safety
From: Carla Newcomer, Paralegal
Subject: Approve and Authorize Execution of Agreement for the Sale and Purchase of Real Estate Located at 1201 College Avenue.

Attached for the Board's approval and authorization for the Mayor to execute is a purchase agreement for the sale of real estate located at 1201 College Avenue.

It is recommended that the Board of Public Works and Safety make a motion to approve and execute the purchase agreement with Robert Campbell, Elizabeth Campbell, and Theresa Sailor, for the sale and purchase of real estate at 1201 College Avenue and authorize the Mayor to execute.

RESOLUTION 2020-14

**Approve and Authorize Execution of Agreement for the
Sale and Purchase of Real Estate
Located at 1201 College Avenue**

WHEREAS, the City owns the property located at 1201 College Avenue in Goshen, and is interested in selling the property in the amount of One Hundred Thousand Dollars (\$100,000.00).

WHEREAS, Robert Campbell, Elizabeth Campbell, and Theresa Sailor, collectively are interested in purchasing the property and has agreed to the terms of a sale and purchase agreement with the City.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the agreement for the sale of the real estate located at 1201 College Avenue and that agreement is attached to and made a part of this resolution.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on March 30, 2020.

Jeremy P. Stutsman, Mayor

Michael Landis, Board Member

Mary Nichols, Board Member

Listing Broker (Co.) Century 21 (EL26) By Patricia Miller (EL3027)
Office code individual code
Selling Broker (Co.) Cressy & Everett Real Estate- 945 E. Beardsley Ave. (EL5591) By Leigh Holland (EL5591)
Office code individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)



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

1 Date: 03/18/2020

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

6
7 B. PROPERTY: The property ("Property") is known as 1201 College ave
8 in Elkhart Township, Elkhart County, Goshen
9 Indiana, 46526-5110 (zip code) legally described as: Gorhams 2nd Fifth Lot 173

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

17
18 EXCLUDES THE FOLLOWING:

19
20
21 HOME HEATING FUEL: Any remaining fuel stored in tank(s) [] to be included in the sale [] will be purchased by
22 Buyer at current market price measured within five (5) days prior to closing [x] not applicable.
23 The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form,
24 multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of
25 closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities
26 if material.

27
28 C. PRICE: Buyer will pay the total purchase price of (\$ 100,000) one hundred thousand
29 U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this
30 Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised
31 value is less than the agreed upon purchase price, either party may terminate this Agreement or parties may mutually
32 agree to amend the price.

33
34 D. EARNEST MONEY:
35 1. SUBMISSION: Buyer submits \$ 500 U.S. Dollars as earnest money which shall be
36 applied to the purchase price at closing. If not submitted with Purchase Agreement, Earnest money shall be
37 delivered to Escrow Agent within 3 [] hours [x] days after acceptance of offer to purchase.
38 Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance
39 of the Agreement and within two (2) banking days of receipt of the earnest money, deposit the earnest money
40 into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money
41 shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit
42 Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow
43 Agent's receipt of the Earnest Money.
44 2. DISBURSEMENT: Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker,
45 then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no
46 provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified
47 mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters
48 into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may
49 release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker
50 shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual
51 Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money).
52 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good
53 faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations

1201 College ave, Goshen, IN 46526-5110
(Property Address)

54 3. **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction,
55 without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller
56 retains all rights to seek other legal and equitable remedies, which may include specific performance and additional
57 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and
58 conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which
59 may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may
60 include specific performance and monetary damages in addition to loss of Earnest Money.

61 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

62 1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer
63 to provide proof of funds submitted with offer within 3 days of acceptance.
64 Buyer will will not have an appraisal.

65 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
66 Conventional Insured Conventional FHA VA Other: _____ first
67 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
68 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
69 shall pay all costs of obtaining financing, except _____
70 _____

71 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
72 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
73 regulations and shall supersede any provisions of this Agreement.

- 74 3. **ASSUMPTION: (Attach Financing Addendum)**
- 75 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
- 76 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

77 F. **TIME FOR OBTAINING FINANCING:**

78 1. **APPLICATION:** Within _____ days after the acceptance of this Agreement, Buyer agrees to make written
79 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
80 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
81 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**

82 2. **APPROVAL:** No more than _____ days after acceptance of this Agreement shall be allowed for obtaining loan
83 approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this
84 Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

85 G. **CLOSING:**

86 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before 04/10/2020, or
87 within 5 days after Title Commitment is Completed, whichever is later or this Agreement
88 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
89 date above must be by mutual written agreement of the parties.

90 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
91 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.

92 3. **CONTINGENCY:** This Agreement:
93 is not contingent upon the closing of another transaction;
94 is contingent upon the closing of the pending transaction on Buyer's property located at _____
95 _____
96 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
97 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
98 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.

99 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
100 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
101 compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall
102 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
103 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
104 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
105 and the actual cost incurred shall appear on the closing statement.

106 5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide
107 nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM
108 BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with
109 Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such
110 requests may be part of a scheme to steal funds or use your identity.

115 H. **POSSESSION:**

116 1. The possession of the Property shall be delivered to Buyer **at closing** **within** _____ **days beginning**
117 **the day after closing by** _____ **AM** **PM** **noon** or **on or before** 04/10/2020 **if closed.**

118 For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ _____ U.S.
119 Dollars per day. If Seller does not deliver possession by the date and time required in the first sentence of this
120 paragraph, Seller shall pay Buyer \$ 75 U.S. Dollars per day as **liquidated damages** until possession
121 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

122 2. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its **possession** is
123 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing
124 to determine whether Seller has complied with this paragraph. **Seller shall remove all debris and personal property**
125 **not included in the sale.**

126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be
127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to
128 closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money**
129 **to buyer or (b) elect to close the transaction**, in which event Seller's right to all real property insurance proceeds
130 resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

131 4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the
132 day of **possession.**

133 I. **SURVEY:** Buyer shall receive a **(Check one)** **SURVEYOR LOCATION REPORT**, which is a survey where corner
134 markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to
135 closing; **WAIVED**, no survey unless required by lender; at **(Check one)** **Buyer's expense (included in**
136 **allowance, if provided)** **Seller's expense** **Shared equally.** The survey shall (1) be received prior to closing and
137 certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and
138 easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees
139 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by
140 a survey. This release shall survive the closing.

141 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
142 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums
143 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents
144 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not** terminate this
145 Agreement if the Property requires flood insurance.

146 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not** terminate this Agreement if the Property is subject to building
147 or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer
148 shall have 8 after acceptance of this Agreement to satisfy this contingency.

149 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to
150 obtain a favorable written commitment for homeowner's insurance within _____ days after acceptance of this
151 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.

152 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
153 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
154 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
155 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
156 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
157 problems, particularly in persons with immune system problems, young children and/or the elderly.

158 Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its
159 environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at
160 harmful levels is through inspections.

161 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**
162 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**
163 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**
164 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**
165 **release shall survive the closing.**

166 N. **INSPECTIONS: (Check one)**

167 **Buyer has been made aware that independent inspections disclosing the condition of the property may be**
168 **conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.**

1201 College ave, Goshen, IN 46526-5110

(Property Address)

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

INSPECTION/RESPONSE PERIOD:

- 196
- 197 **A. INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
 198 Agreement. Buyer shall have 10 days beginning the day following the date of acceptance of the Purchase
 199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
- 200 **B. SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and
 201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
 202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
 203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
 204
- 205 **C. ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold
 206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
 207 shall notify Seller in writing and have **additional days from the deadline listed above to order,**
 208 **receive and respond in writing to all inspection reports.**
- 209 **D. INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
 210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
 211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
 212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
 213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
 214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
 215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
 216 need of responding party to obtain additional opinions to formulate a response.
- 217 **E. IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
 218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
 219 2. Give the Seller the opportunity to remedy the defect(s).
- 220 **F. SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
 221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
 222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.
- 223 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
 224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
 225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
 226 the premises.
- 227 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
 228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
- 229 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
 230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
 231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
 232 other biological contaminants. This release shall survive the closing.

- 233
- 234 **O. LIMITED HOME WARRANTY PROGRAM:**
 235 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
 236 which will will not be provided at a cost not to exceed \$ U.S. Dollars charged to Buyer
 237 Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY
 238 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home
 239 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home
 240 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers
 241 and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
 242 Provider.

243 P. **DISCLOSURES: (Check one)**

- 244 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
- 245 SALES DISCLOSURE.
- 246 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
- 247 AND ACKNOWLEDGEMENT.
- 248

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

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

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

262 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
 263 order the commitment immediately or other: _____ NearNorth Title-Goshen

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

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

270 R. **TAXES: (Check appropriate paragraph number)**

- 271 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
- 272 _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for
- 273 the Property payable before that date.
- 274 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
- 275 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
- 276 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
- 277 3. For recent construction or other tax situations. Seller will give a tax credit of
- 278 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.

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

282 **WARNING:**

283 *The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed
 284 the last tax bill available to the closing agent.

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

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

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

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

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

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

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

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

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

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

337 W. **ADDITIONAL PROVISIONS:**
338

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

1201 College ave, Goshen, IN 46526-5110

(Property Address)

- 364 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
- 365 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 366
- 367 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
- 368 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
- 369 written consent.
- 370
- 371 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
- 372 Property.
- 373
- 374 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
- 375 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
- 376 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
- 377 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
- 378 companies shall be released and held harmless in the event of claims disputes with any service provider.
- 379
- 380 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
- 381 information regarding this transaction may be published in a listing service, Internet or other advertising media.
- 382
- 383 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
- 384 until this transaction is closed.
- 385
- 386 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
- 387 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
- 388 contrary.
- 389
- 390 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.
- 391
- 392 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
- 393

394 X. **FURTHER CONDITIONS (List and attach any addenda):** _____

395 _____

396 _____

397 _____

398 _____

399 _____

400 _____

401 _____

402 _____

403 _____

404 _____

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this

406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction

407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil

408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

409

410 Z. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that

411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.

412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

413

414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____ 12:00

415 AM PM Noon, on 03/20/2020, this Purchase Agreement shall be null

416 and void and all parties shall be relieved of any and all liability or obligations.

417

418 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed

419 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall

420 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent

421 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that

422 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The

423 original documents shall be promptly delivered, if requested.

424

425

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

428

<i>Theresa Sailor</i>	<small>dotloop verified 03/20/20 8:26 AM EDT D6FR-CQU1-DPYQ-2E80</small>
-----------------------	--

429
430 BUYERS SIGNATURE DATE BUYER'S SIGNATURE DATE

431
432 Theresa Sailor
433 PRINTED PRINTED
434

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

436
437 On _____ at _____ AM PM Noon
438

- 439 1. The above offer is Accepted.
440
441 2. The above offer is Rejected.
442
443 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter
444 Offer.
445
446

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

449

--	--

450
451 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

452
453
454 PRINTED PRINTED



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR) This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #02. Copyright IAR 2020



The good of



GOOD OF GOSHEN 2020

Goals

The goal of the Good of Goshen is to raise awareness, build pride and elicit endorsement for Goshen, Indiana. Through this campaign, we will promote people, events, programs, schools, and places that contribute to the Good of Goshen.

Key Messages for the 2020 Campaign will include

1. **Look for the Helpers (Update for 2020)**

As COVID-19 impacts our community, the Good of Goshen will focus on the helpers, those who are on the front lines, (first responders, police, healthcare workers) and those who step up with volunteer efforts to make life better for all in the time of crisis.

2. **Expect Creativity**

Over the last two decades, our city has attracted a large concentration of creative professionals. Visual artists, performers, writers, designers, organizers, arts and craft guilds, established art-related organizations, art education programs for all ages, art, music, culture and film festivals, and several renowned performance venues all call Goshen home. When you're looking for entertainment options, there are weekly events that appeal to all economic levels.

3. **Potholes are Just the Beginning**

Everyone wants clean streets, safe neighborhoods, and pothole-free roads. We do, too, but that's not the end of Goshen's priority list. When it comes to economic development, Goshen believes that Quality of Place initiatives are of particular importance. City leaders regularly invest in arts, culture, parks, festivals, neighborhoods and other quality of place amenities.

4. **You Make a Difference**

Most people know the adage about the benefits of being a big fish in a small pond. While living in a smaller community sometimes makes it easier to influence change, this isn't always the case. Sometimes, you'll find more resistance to change and barriers to entry in a small community. The opposite is true in Goshen. From the Goshen High School youth advisors who have a seat on the City Council to the arts, culture, social service, environment, and immigrant justice initiatives that are part of the fabric of our city, we believe in the power of new perspectives. Our community spirit of collaboration and willingness to work together for the greater good sets us apart from others. Please, bring your creativity and ambition! We've got a place at the table for you!

5. **Humble Brag is Real Here**

It is not uncommon for someone from Goshen to humble-brag about their City. People are fighting proud of their schools, college, health care system, retirement communities, downtown, festivals, restaurants, parks, and performance venues. Coupled with that BURSTING pride is a long tradition of humility and Midwestern modesty. So, we blend our modesty with appreciation by slipping subtle notes or sharing a post with you about why we love the many things our community has to offer. We just can't help ourselves.

PROGRAM COMPONENTS

Personal Stories and Testimonials

Each week, the Good of Goshen will feature people from Goshen and reflect that person's point of view about the community. We will interview people over the course of a year and share their testimonials and photos on the Good of Goshen website and social media channels. We will look for these types of people to represent our community:

1. Helpers
2. Creative trailblazers and artists
3. Behind the scenes workers
4. Thought leaders shaping our present and future
5. Student go-getters
6. Self-taught and/or locally-educated innovators
7. Local industrialists and entrepreneurs
8. Renaissance learners with multiple talents/vocational pursuits
9. Caregivers, volunteers, and service workers
10. Enterprising immigrants
11. Those who welcome strangers
12. People who get things done

Good of Goshen Event Calendar

The Good of Goshen is home to the only aggregated entertainment calendar in Goshen. We will continue to research and grow the collaborative entertainment calendar and promote it throughout the community and region.

Weekly Email - Event Updates

To keep subscribers aware of events in Goshen, we send a weekly update to 4000+ people with a list of upcoming events, festivals, and special classes in Goshen.

Local Restaurant List

At the request of the Partners, we maintain a very simple, low-budget list of locally-owned restaurants and their hours. The purpose of this simple spreadsheet is to provide locals and visitors with an overview of the impressive "Goshen-only" options. This is not a list funded by advertisers, but rather, is a comprehensive list of that includes the wide range of local options that are available. We make this information available in downloadable form and on the website, as well.

Good of Goshen Videos

As sponsorship funding is available, Eyedart will create Good of Goshen video testimonials. This style of video will share an individual's perspective about the benefits of living, working, or volunteering in Goshen. Each testimonial will be a 1-3-minute video that incorporates 1-2 interview subjects, and b-roll from one address location. (Multiple locations are an option with added cost.)

Good of Goshen Strategy

The Good of Goshen is a collaborative communications initiative designed and implemented by Eyedart Creative Studio, with support from Key Partners, Co-Creators, and Individuals. Working together, we will strengthen and streamline messaging about the benefits of visiting, living, working, and enjoying Goshen, Indiana.

Good of Goshen Tactics

The campaign will use a combination of video, photo-journalism, blogs, social media, email marketing, digital advertising, community event calendar, public relations, and website.

Good of Goshen Audiences

The primary audience for the campaign is Goshen area residents and their friends, business and family networks. We want to build relationships with local residents and encourage and EQUIP them to advocate for the community in their spheres of influence. In doing so, we have the best opportunity to RETAIN talent and ATTRACT people to the community.

Good of Goshen Sponsorship

Partnership support is key to the success of the Good of Goshen campaign. Eyedart invites community partners to join in the effort to raise awareness, build pride, and elicit endorsement for Goshen and its strategic assets. Organizations can opt to sponsor at various levels:

	Annual Partners		Story Sponsors	
	Presenting \$30k	Key Partner \$10k	Co-Creator \$2.5k	Local Hero \$1,000
Premier Recognition as Good of Goshen Partner	TOP	Yes		
Recognition as a Good of Goshen story sponsor	Yes	Yes	Yes	Story
Press Release: Mention in press releases	Yes	Yes		
Request person for Good of Goshen video	3	1		
Request person for Good of Goshen story	10-15	5-9	2-4	1
Unrestricted license/use of Good of Goshen photos for promotional purposes	Yes	Yes	Yes	
The unrestricted license/use of Good of Goshen videos for promotional purposes	Yes	Yes	Yes	
Sponsorship Level 2020:	<input checked="" type="checkbox"/>			

Signed:



Date

3/24/2020

Title:

MAYOR

Organization

GOSHEN CITY



**Legal Department
CITY OF GOSHEN**

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

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

March 30, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Agreement with Lightbox LLC

The City wishes to contract with Lightbox LLC to provide assistance with Public Service Announcements and social media management during this COVID-19 virus outbreak.

Work on the project shall be on a “as needed” basis as determined by the City at an hourly rate of \$60.00 for an amount not to exceed \$15,000.00

Suggested motion: Move to enter into an agreement with Lightbox LLC to provide assistance with Public Service Announcements and social media management at a rate of \$60.00 per hour for an amount not to exceed \$15,000.00 on a “as needed” basis as determined by the City.

AGREEMENT

Public Service Announcement Assistance

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between Lightbox LLC, 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 City wishes to engage assistance with Public Service Announcements (PSA) and social media management during this COVID-19 virus outbreak.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to provide assistance with the City’s PSAs.

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

SCOPE OF SERVICES

Consultant’s services under this Agreement shall be under the direction of and with specific requests from the City’s Communication Coordinator on a “as needed” basis determined by the City during this COVID-19 virus outbreak. Consultant’s services shall include PSAs, social media management and design work for print publications such as the MapleCityNow.

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.

TERM 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 the project.

Consultant’s services shall continue on a “as needed” basis as determined by the City during the COVID-19 virus outbreak.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant’s hourly rate of Sixty Dollars (\$60.00) per hour based on hours actually worked on the project for an amount not exceed Fifteen Thousand Dollars (\$15,000.00).

Payment(s) to Consultant for services rendered under this agreement shall be made by the City not more than bi-weekly upon receipt of a detailed invoice from Consultant for services completed provided satisfactory performance of Consultant has been attained. 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.

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 arising out of any intentional, reckless or 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 attorney’s fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

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
- Automobile Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence 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 provisions 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 provisions 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, with a fifteen (15) day notice from the City or in the event of default by Consultant. In the event of a default, 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 services 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 other 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.

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 Consultant.

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. Any 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 Consultant:

Lightbox LLC
Attention: Rafael Barahona
211 S. Main Street, Suite B
Goshen IN 46528

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 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 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.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

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 of 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:

City of Goshen
Board of Public Works and Safety

Lightbox LLC

Jeremy P. Stutsman, Mayor

Rafael Barahona, Member

Mary Nichols, Member

Jordan Kauffman, Member

Michael Landis, Member

Date: _____

Date: _____



**Legal Department
CITY OF GOSHEN**

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

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

March 30, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Agreement with Peerless Midwest, Inc. d/b/a Suez Advance Solutions

During the replacement of media in Filter #1 at the City's North Plant, the City's Utility Department performed an inspection and determined repairs to Filter #1 are necessary.

The City wishes to contract with Peerless Midwest, Inc. d/b/a Suez Advance Solutions to perform the repairs for an amount not to exceed \$34,900.00. All work is to be completed by April 16, 2020.

Suggested motion:

Move to enter into an Agreement with Peerless Midwest, Inc. d/b/a Suez Advance Solutions to perform repairs to Filter #1 at the City's North Plant for the amount not to exceed \$34,900.00 with work to be completed by April 16, 2020.

AGREEMENT

Rehabilitate Filter #1 At City of Goshen North Water Plant

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between Peerless Midwest, Inc. d/b/a Suez Advance Solutions, hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, during the replacement of media in Filter #1 at the City’s North Plant, the City’s Utility Department performed an inspection and determined repairs to Filter #1 are necessary.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide the repairs to Filter #1 at the City’s North Plant.

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

CITY’S RESPONSIBILITIES

The City will:

- provide a full-time attendant for help and safety.
- remove all the old eight inch (8”) steel piping within twelve inches (12”) of the walls.
- supply the steel for the dividing wall.
- supply and install the eight inch (8”) PVC Pipe with couplers to attach to the steel pipe.

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the repairs to Filter #1 at the City’s North Plant including the welding, steel cutting and fabrication.

Contractor’s work shall include:

- Repair of pitting in the steel side wall of the filter.
- Remove existing steel divider wall that splits the filter into two (2) cells and install a new wall with sheet metal and I beams with an extra horizontal I beam added for extra stability.
- Remove existing one inch (1”) threaded couplers for the air relief valves and reinstall with new couplers.
- Replace the inlet piping and support hangers with eight inch (8”) Schedule 80 PVC and Stainless Steel used for the support hangers (see drawing in Exhibit A).
- Supply and install the eight inch (8”) diameter, three-eighths inch (3/8”) thick, steel piping for the elbows and the through vessel connections for connecting to the PVC pipe
- Supply and install all eight inch (8”) steel pipe.

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 8:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall warrant all workmanship and materials for one (1) year.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Contractor is required to have and maintain all special hot work certifications and all OSHA confined space training.

Contractor 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 work for the City.

TERM OF THE AGREEMENT

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

Contractor's work on the project shall begin no later than April 6, 2020 and shall be completed by April 16, 2020.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's hourly rates of One Hundred Five Dollars (\$105.00) per hour portal to portal up to eight (8) hour days, Saturdays at time and a half and Sundays and holidays at double time and shall be based on hours actually worked on the project for an amount not exceed Thirty-four Thousand Nine Hundred Dollars (\$34,900.00).

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor 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 Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor 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 Contractor.

NON-DISCRIMINATION

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor 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

Contractor 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 arising out of any intentional, reckless or negligent act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney’s fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, Contractor 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. Contractor shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage.

Contractor 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
- Automobile Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence 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 Contractor fails to perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or

complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

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

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 Agreement.
- (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 Agreement.
- (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 work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Contractor 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. Contractor 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 Contractor. In such event, the City may issue a written notice of default and provide a period of time 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 work in any manner deemed proper by the City, and Contractor 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 other rights and remedies provided by law or under this contract.

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 work, completion of work 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. Any 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 Contractor:

Peerless Midwest, Inc.
d/b/a Suez Advance Solutions
Attention: Adam L. Gerstbauer
55860 Russell Industrial Parkway
Mishawaka IN 46545

APPLICABLE LAWS

Contractor 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 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 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.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney’s fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor 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.

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to 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.

The 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 the City of a breach.

Contractor 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 Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor 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 Contractor.

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 of 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 Contractor.

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

**City of Goshen
Board of Public Works and Safety**

**Peerless Midwest, Inc.
d/b/a Suez Advance Solutions**

Jeremy P. Stutsman, Mayor

Michael Williams, Sales Manager

Mary Nichols, Member

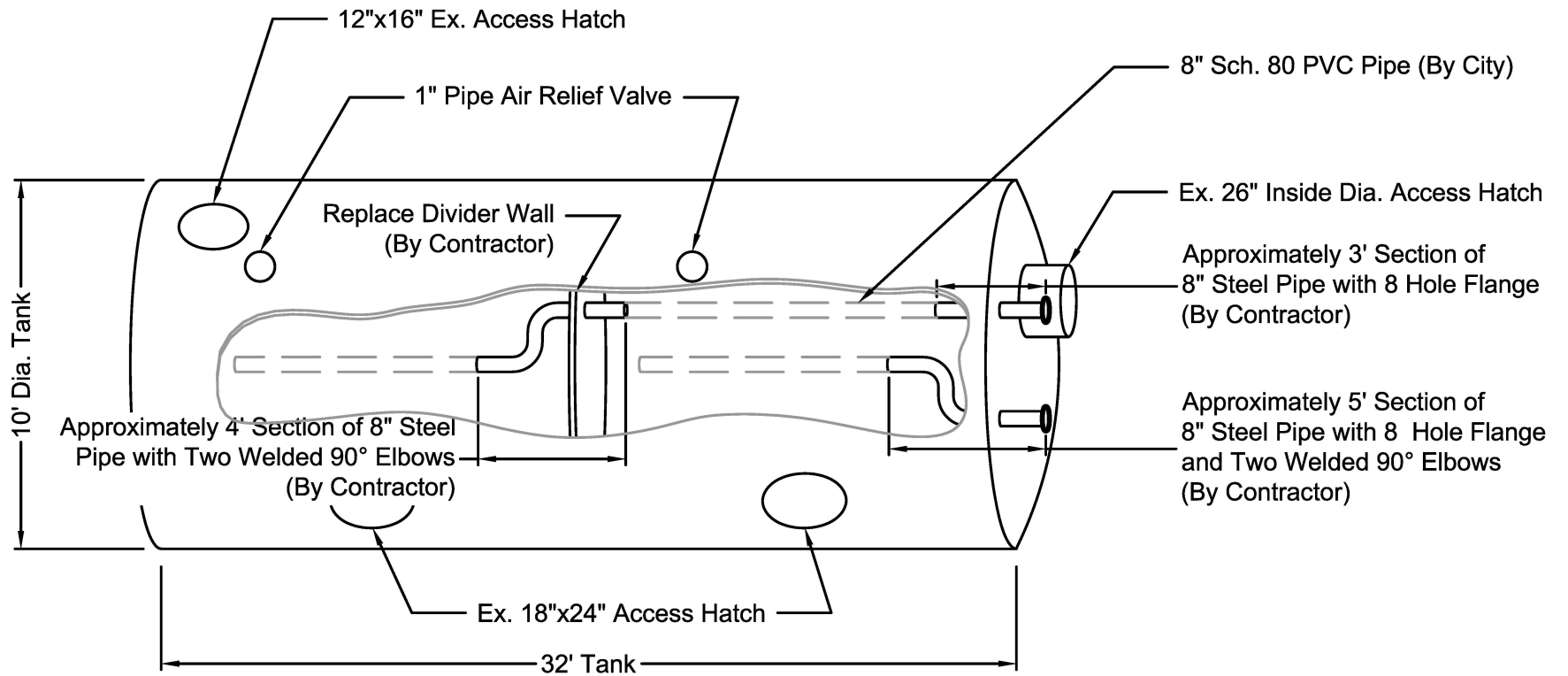
Date: _____

Michael Landis, Member

Date _____

EXHIBIT A

Drawing Filter #1



Top View

NOTE: INFORMATION SHOWN IS APPROXIMATE. ALL BIDDERS ARE RESPONSIBLE TO INSPECT THE EXISTING FILTER TANK AND GATHER REQUIRED INFORMATION FOR BIDDING PURPOSES.

<p>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</p>	<p>CITY OF GOSHEN FILTER TANK RECONDITIONING 2020</p>		Project Number:
	Designed By:	Approved By:	
	Drafted By:	Date:	2020
	<p>FILTER TANK DETAIL WITH CUT AWAY</p>		Scale: NOT TO SCALE



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

March 30, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Dedication of Public Right-of-Way

Attached is a Deed of Dedication from Bonito Solutions, LLC dedicating public right-of-way to the City. A drawing depicting the areas dedicated at 415 Noble Court is included.

It is recommended that the Board accept the dedication of public right-of-way and authorize the Mayor to execute the Acceptance page on the attached Deed of Dedication from Bonito Solutions, LLC to the City of Goshen, Indiana.

DEED OF DEDICATION

THIS INDENTURE WITNESSETH, that **Bonito Solutions, LLC**, an Indiana limited liability company, (hereinafter referred to as Grantor), dedicates a public right-of-way to the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for Zero Dollars (\$0) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following three (3) tracts of real estate as depicted upon the attached drawings and more particularly described as follows, to-wit:

TRACT 1

A PART OF LOT NUMBER THIRTEEN (13) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF WILDENS 7TH ADDITION TO THE CITY OF GOSHEN, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 95, PAGE 398, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT NUMBER THIRTEEN (13); THENCE SOUTHEASTERLY ALONG THE ARC OF A 7272.32 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, BEING ALONG THE NORTHEASTERLY LINE OF SAID LOT NUMBER THIRTEEN (13), A DISTANCE OF 25.00 FEET (CHORD BEARING SOUTH 59 DEGREES 44 MINUTES 35 SECONDS EAST, CHORD DISTANCE 25.00 FEET); THENCE SOUTH 60 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 24.89 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT NUMBER THIRTEEN (13); THENCE NORTH 00 DEGREES 01 MINUTE 43 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT NUMBER THIRTEEN (13), A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 270 SQUARE FEET OR 0.006 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

TRACT 2

A PART OF LOT NUMBER SIXTEEN (16) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF WILDENS 7TH ADDITION TO THE CITY OF GOSHEN, SAID PLAT BEING RECORDED IN THE OFFICE OF THE

RECORDER OF ELKHART COUNTY IN DEED RECORD 95, PAGE 398,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT NUMBER SIXTEEN (16); THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT NUMBER SIXTEEN (16), A DISTANCE OF 10.00 FEET; THENCE NORTH 44 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.19 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT NUMBER SIXTEEN (16); THENCE SOUTH 00 DEGREES 09 MINUTES 53 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT NUMBER SIXTEEN (16), A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 50 SQUARE FEET OR 0.001 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

TRACT 3

A PART OF LOT NUMBER SIXTEEN (16) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF WILDENS 7TH ADDITION TO THE CITY OF GOSHEN, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 95, PAGE 398, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NUMBER SIXTEEN (16); THENCE NORTH 00 DEGREES 01 MINUTE 43 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT NUMBER SIXTEEN (16), A DISTANCE OF 15.00 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 50 SECONDS EAST, A DISTANCE OF 21.18 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT NUMBER SIXTEEN (16); THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT NUMBER SIXTEEN (16), A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 113 SQUARE FEET OR 0.003 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

Part of Parcel No. 20-11-09-252-006.000-015

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Deed of Dedication on behalf of Grantor; that Grantor has full capacity to convey the real estate described; and that all necessary action for making of this conveyance has been taken.

Grantor certifies that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this transaction.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on March 25, 2019.

Bonito Solutions, LLC,
an Indiana limited liability company

By: Carol Fore

Printed: CAROL FORE

Title: MGR

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

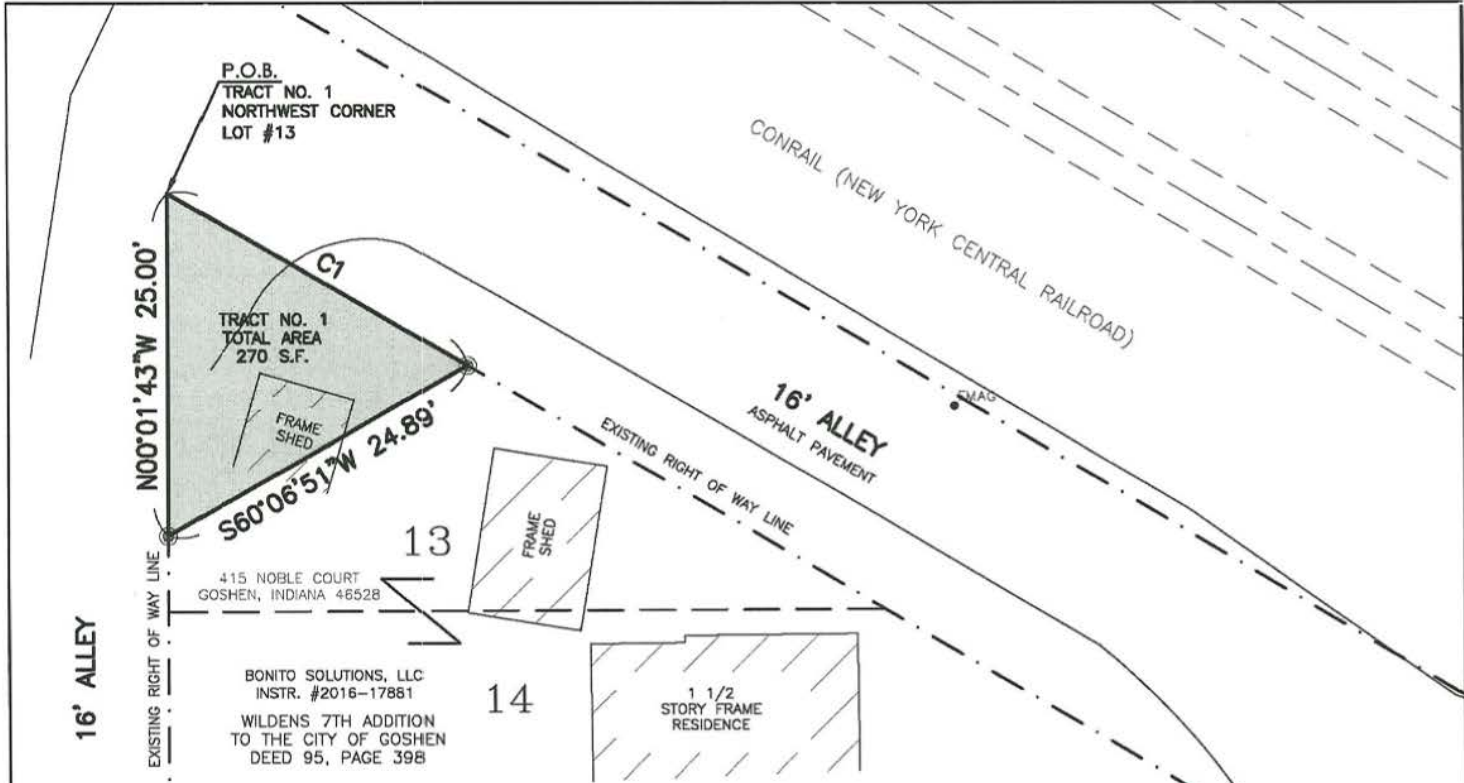
Before me, the undersigned Notary Public, on March 25, 2019, personally appeared Carol Fore, the manager of Bonito Solutions, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

(SEAL)



Melissa Ann Meade
Notary Public
Printed: Melissa Ann Meade
County of residence: Elkhart
My commission expires: January 10, 2026
Commission number: 708065

[Continued next page]



CURVE DATA

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	7272.32'	25.00'	00°11'49"	12.50'	25.00'	S59°44'35"E

**RULE 12 BOUNDARY SURVEY
CITY OF GOSHEN RIGHT OF WAY TAKING
TRACT NO.1**

A PART OF LOT NUMBER THIRTEEN (13) IN WILDENS 7TH ADDITION TO THE CITY OF GOSHEN, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 95, PAGE 398

JOB #18-2019
SCALE: 1"=20'
01/16/2019

ABONMARCHE

1009 South Ninth Street
Goshen, IN. 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Battle Creek
Benton Harbor
Manistee
South Haven

Goshen
Hobart
Lafayette
South Bend
Valparaiso

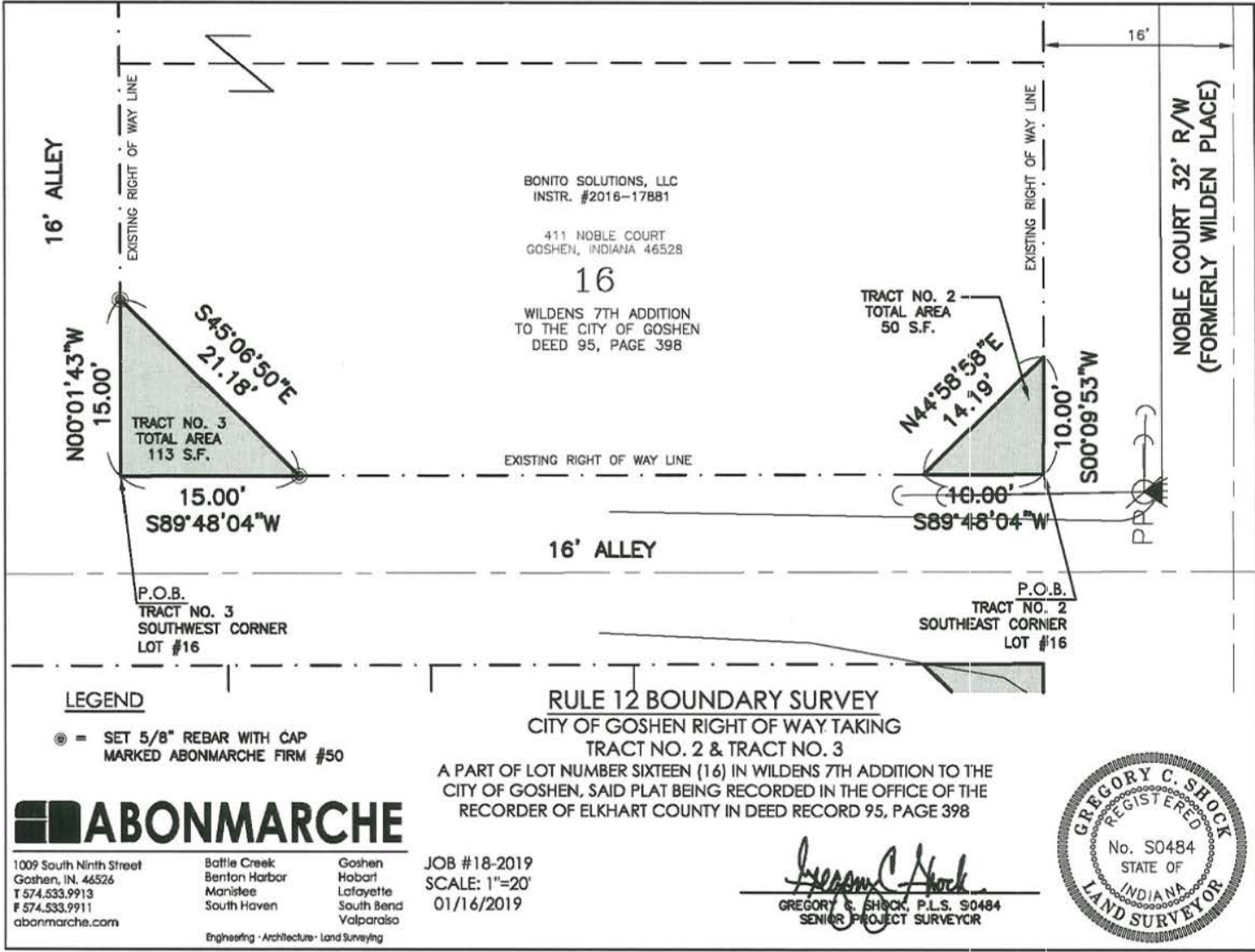
Engineering · Architecture · Land Surveying

LEGEND

⊙ = SET 5/8" REBAR WITH CAP
MARKED ABONMARCHE FIRM #50

Gregory C. Shock
GREGORY C. SHOCK, P.L.S. S0484
SENIOR PROJECT SURVEYOR





5

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from **Bonito Solutions, LLC**, an Indiana limited liability company, and accepts the dedication of public right-of-way on March 30, 2020.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on March 30, 2020, personally appeared Jeremy P. Stutsman the Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the Acceptance.

(SEAL)

Shannon Marks, Notary Public
My commission expires May 17, 2024
Commission number: 0685467

Prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).



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

March 30, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Dedication of Public Right-of-Way

Attached is a Deed of Dedication from W. Joel Nichols, and his successors, as Trustee of the W. Joel Nichols Trust dated February 9, 2001 and M & H Rentals, LLC, dedicating public right-of-way to the City. A drawing depicting the area dedicated at 211 West Wilkinson Street is included.

It is recommended that the Board accept the dedication of public right-of-way and authorize the Mayor to execute the Acceptance page on the attached Deed of Dedication from W. Joel Nichols, and his successors, as Trustee of the W. Joel Nichols Trust dated February 9, 2001 and M & H Rentals, LLC, to the City of Goshen, Indiana.

DEED OF DEDICATION

THIS INDENTURE WITNESSETH, that **W. Joel Nichols, and his successors, as Trustee of the W. Joel Nichols Trust dated February 9, 2001** and **M & H Rentals, LLC**, an Indiana limited liability company, (hereinafter collectively referred to as Grantor), dedicates a public right-of-way to the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for Zero Dollars (\$0) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the real estate as depicted upon the attached drawing and more particularly described as follows, to-wit:

A PART OF LOT NUMBER FIVE (5) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF WILDENS 7TH ADDITION TO THE CITY OF GOSHEN, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 95, PAGE 398, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT NUMBER FIVE (5); THENCE SOUTH 00 DEGREES 09 MINUTES 53 SECONDS WEST ALONG EASTERLY LINE OF SAID LOT NUMBER FIVE (5), A DISTANCE OF 10.00 FEET; THENCE NORTH 45 DEGREES 01 MINUTE 02 SECONDS WEST, A DISTANCE OF 14.10 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT NUMBER FIVE (5); THENCE NORTH 89 DEGREES 48 MINUTES 04 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT NUMBER FIVE (5), A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 50 SQUARE FEET OR 0.001 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

Part of Parcel No. 20-11-09-252-011.000-015

W. Joel Nichols, and his successors, as Trustee of the W. Joel Nichols Trust dated February 9, 2001, is selling the above described real estate to M & H Rentals, LLC pursuant to an Contract for Sale of Real Estate dated July 3, 2008 and recorded July 17, 2008 as instrument number 2008-17384 in the Office of the Recorder of Elkhart County. By execution of this Deed of Dedication, M & H Rentals, LLC and W. Joel Nichols, and his successors, as Trustee of the W. Joel Nichols Trust dated February 9, 2001, dedicate a public right-of-way as described above to the City of Goshen, Indiana.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Deed of Dedication on behalf of Grantor; that Grantor has full capacity to convey the real estate described; and that all necessary action for making of this conveyance has been taken.

Grantor certifies that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this transaction.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on February 20, ~~2019~~²⁰

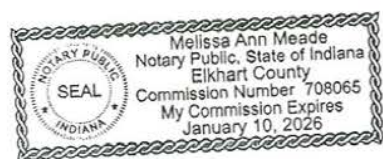
W. Joel Nichols
W. Joel Nichols, Trustee
W. Joel Nichols Trust dated February 9, 2001

Michael H. Schmucker
Michael H. Schmucker, Member
M & H Rentals, LLC,
an Indiana limited liability company

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on February 20, ~~2019~~²⁰, personally appeared W. Joel Nichols, Trustee of the W. Joel Nichols Trust dated February 9, 2001, and acknowledged the execution of the foregoing instrument.

(SEAL)

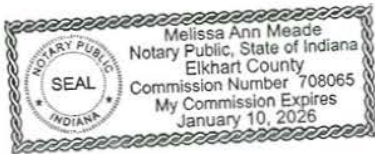


Melissa Ann Meade
Notary Public
Printed: Melissa Ann Meade
County of residence: Elkhart
My commission expires: January 10, 2026
Commission number: 708065

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

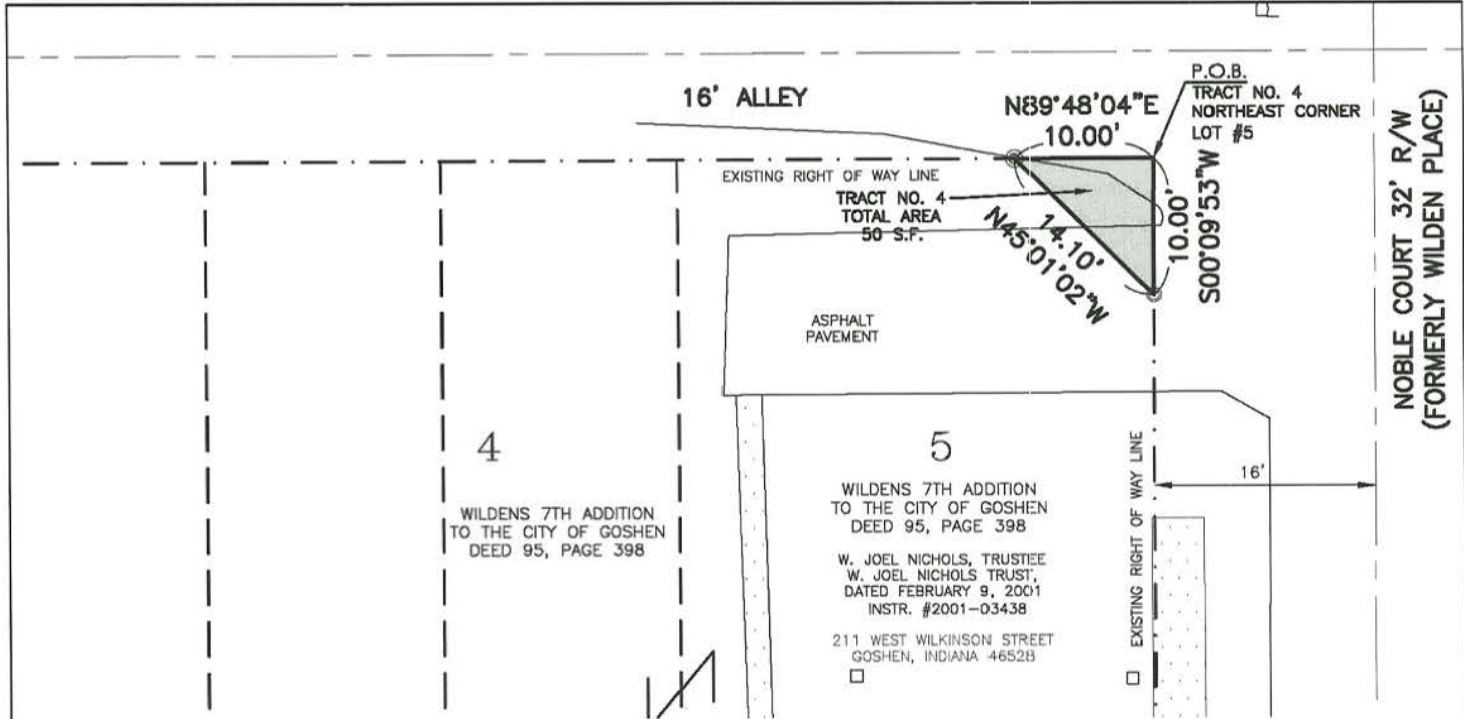
Before me, the undersigned Notary Public, on February 20, 2019²⁰, personally appeared Michael H. Schmucker, Member of M & H Rentals, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

(SEAL)



M. A. Meade
Notary Public
Printed: Melissa Ann Meade
County of residence: Elkhart
My commission expires: January 10, 2026
Commission number: 708065

[Continued next page]



LEGEND
 ○ = SET CROSS-CUT IN CONCRETE
 ⊙ = SET 5/8" REBAR WITH CAP MARKED
 ABONMARCHE FIRM #50

RULE 12 BOUNDARY SURVEY
 CITY OF GOSHEN RIGHT OF WAY TAKING
 TRACT NO. 4

A PART OF LOT NUMBER FIVE (5) IN WILDENS 7TH ADDITION TO THE CITY OF GOSHEN, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD 95, PAGE 398

ABONMARCHE

1009 South Ninth Street
 Goshen, IN, 46526
 T 574.533.9913
 F 574.533.9911
 abonmarche.com

Battle Creek
 Benton Harbor
 Manistee
 South Haven
 Goshen
 Hobart
 Lafayette
 South Bend
 Valparaiso
 Engineering · Architecture · Land Surveying

JOB #18-2019
 SCALE: 1"=20'
 01/16/2019

Gregory C. Shock
 GREGORY C. SHOCK, P.L.S. S0484
 SENIOR PROJECT SURVEYOR



ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from **W. Joel Nichols, and his successors, as Trustee of the W. Joel Nichols Trust dated February 9, 2001** and **M & H Rentals, LLC**, an Indiana limited liability company, and accepts the dedication of public right-of-way on March 30, 2020.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on March 30, 2020, personally appeared Jeremy P. Stutsman the Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the Acceptance.

(SEAL)

Shannon Marks, Notary Public
My commission expires May 17, 2024
Commission number: 0685467

Prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).