



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. March 1, 2021

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – Feb. 22

Approval of Agenda

- (1) GFD: Phil Schrock Resignation as Active Paramedic
- (2) PD: Hiring of Catherine Jo Schrock as Probationary Patrol Officer
- (3) CT: Promotion of Jeffery L. Weaver to Finance Manager, Deputy Clerk-Treasurer
- (4) Wastewater Treatment Plant Improvements, Change Order #1, JN: 2019-0025A
- (5) Resolution 2021-06: Interlocal Agreement with Elkhart Co. for Animal Control Services
- (6) Recommendation to Award Bid for Tri-axle Dump Truck
- (7) Grant Agreement – IDEM VW Electric Charging Station Project Funding
- (8) City Court Agreement with Advanced Imaging Solutions
- (9) Agreement with Peerless Midwest for Wellfield Expansion Investigation
- (10) Agreement with Roberts Environmental for Soil/Water Condition Investigation



- (11) Extension of Lincoln Ave. & Olive St. Lane Restrictions, JN: 2019-0046
- (12) Extension of Olive St. Road Closure at Lincoln Ave., JN: 2019-0046
- (13) North Main Lane Restrictions - N. Main Street Improvements, JN: 2016-0020
- (14) Pedestrian Path Closure, Rock Run Creek Improvements, JN: 2019-0025
- (15) Request for No Parking – Bridge St.
- (16) Request for School Zone Signs

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



MINUTES of February 22, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis

Absent: None

Minutes from February 15 were presented.

Landis stated that the final motion for approval to adjourn should have been Stutsman/Landis.

Landis/Nichols moved to approve the minutes of February 15, 2021 as amended. Passed 3-0

Landis/Nichols moved to approve the agenda as presented. Passed 3-0

Open Bids for Tri-axle Dump Truck

Mayor Stutsman opened the sealed bids.

Vomac Truck Sales and Service - \$189,877.00

Truck Centers Inc. - \$201,542.00

Selking International - \$181,989.27

Stutsman/Landis moved to refer these bids to the Legal Department. Passed 3-0

Privilege of the Floor

No one spoke.

Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 3-0

Adjournment at 2:03:30 (A new record!)



APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer



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

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

February 22, 2021

To: City of Goshen Board of Works and Public Safety

RE: Phil Schrock's Resignation as an active Paramedic

From: Dan Sink, Fire Chief

Phil Schrock has submitted his resignation as an active Paramedic effective March 01, 2021. I am asking the City of Goshen Board of Works and Public Safety affirm his request. I would like to thank Phil for his 15 years of dedicated service to GFD in the position as an active Paramedic. Thank you.

A handwritten signature in black ink that reads "Danny C. Sink". The signature is written in a cursive, flowing style.



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 1st, 2021

From: Jose' Miller, Chief of Police

Reference: The hiring of Catherine Jo Shrock as a Probationary Patrol Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of Catherine Jo Shrock for the position of Probationary Patrol Officer. Catherine has passed all exams and has been approved by both the local and State pension boards. Catherine was hired as a Reserve Patrol Officer on September 21st, 2020 and currently is in training. I believe Catherine will be a great addition to the Goshen Police Department as a Full-time Patrol Officer serving our community. I would like this hiring to be effective today Monday March 1st, 2021.

Catherine will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "J. 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



**City Clerk-Treasurer
CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

1 March 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Promotion of Deputy Clerk-Treasurer Jeffery L. Weaver, CPA to Finance Manager

In his first year of service to the City of Goshen, Jeffery has proven to be an invaluable, effective, and affable professional. He is committed to his work and to the community that his work benefits. He is a central character in the cast at City Hall who capably tends not only the city's books, but also to his co-workers.

In recognition of his ongoing position of trust as appointed Deputy Clerk-Treasurer under Indiana law, and also his newly formalized departmental role as Finance Manager supervising accounting, payables and receivables, it is my pleasure to request the Board of Public Works & Safety recognize the promotion of Jeffery Weaver to Finance Manager in the Clerk-Treasurer's Office, the City of Goshen's Department of Finance & Records, effective March 1, 2021.

A handwritten signature in black ink that reads "Adam Scharf". The signature is written in a cursive style with a large, looped initial "A".



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **WWTP IMPROVEMENTS PROJECT – CHANGE ORDER NO. 1
(JN: 2019-0025A)**

DATE: March 1, 2021

Donohue and Associates has kept a log of project changes for the Wastewater Treatment Plant (WWTP) Improvements Project to date and has prepared a change order at the request of the Engineering Department. The change order includes a total of 14 changes to the project, including both credits and additional costs. The largest changes include the following:

- Addition of expansion joints and anchors for the new air piping for \$42,581.00
- Redirection of a force main from a tank that is being taken out of service for \$12,805.00
- Installation of new mud valves in the Aeration Effluent Pump Station for \$10,877.00
- Fabrication of new stop gate for isolation of the new Aeration Tank No. 5 for \$9,456.00
- Addition of remote-controls for Aeration Mixers at WWTP staff request for \$8,549.00
- Credit of \$23,980.00 for allowing Kokosing to use plant power for dewatering pumps.
- Credit of \$5,113.00 for removing a secondary effluent water line from the project.
- Credit of \$3,298.00 for changing masonry block from fluted face to split face block.
- Credit of \$1,942.00 for utilizing a cheaper grout color

The remaining changes are for minor pipe and electrical modifications. Details for all of the changes are included in the attached change order document.

The change order is for a cost increase of \$64,283.00, which raises the total project cost to \$19,053,283.00. This is an increase of 0.3%. The change order adds no time to the project schedule. The Engineering Department has reviewed this change order and recommends its approval.

Requested motion: Move to approve Change Order No. 1 in the amount of \$64,283.00, with no change to the project schedule.

CHANGE ORDER NO. 1

CHANGE ORDER		COMMENCEMENT OF	
DATE OF ISSUANCE	<u>February 26, 2021</u>	CONTRACT TIME	<u>March 30, 2020</u>

OWNER	<u>City of Goshen, Indiana</u>	CITY PROJECT NO.	<u>2019-0025A</u>
CONTRACTOR	<u>Kokosing Industrial</u>		
PROJECT	<u>Wastewater Treatment Plant Improvements – Project A</u>	ENG. PROJECT NO.	<u>13503</u>
ENGINEER	<u>Donohue & Associates, Inc.</u>		

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

DESCRIPTION:

1. Redirect the 4inch force main from the upflow clarifiers to the proposed aeration tank effluent channel per RFP No. 3 dated September 24, 2020.
2. City to provide a power source for power contractor's field offices and temporary dewatering per attached correspondence between the City and Contractor to provide a credit for this convenience.
3. Provide a 6 inch mud valve on the drain line for both of the Aeration Effluent Pump Station discharge boxes per RFP No. 5 dated August 13, 2020.
4. Raise the west outgoing invert of MH 2 shown on 002-CP-4 to 770.05 and provide a new barrel section with new cored holes the south and southeast holes to maintain the inverts shown on the drawing per RFP No. 6 dated September 25, 2020.
5. Provide a stop gate in the influent channel to Aeration Tank No. 5 to match the existing tanks per RFP No. 7 dated October 30, 2020.
6. Provide electrical circuiting for the two hoists in Building 185 per RFP No. 8 dated October 30, 2020.
7. Provide dedicated 20A, 120V duplex receptacle for water softener power in Digester Control Building per RFI No. 25 response dated October 26, 2020.
8. Provide non-ribbed split faced CMU block instead of the specified split-ribbed/fluted face block per E-mail from Donohue and City dated October 2, 2020.
9. Modify the five Selector Mixer Local Control Panels to provide Remote Control capability per RFP No. 10 dated December 9, 2020.
10. Provide help needed with the existing RAS line shutdown per RFP No. 14 dated February 1, 2021.
11. Provide additional rebar for decreasing the size of the Aeration Tank No. 5 opening RFI No. 37 response dated January 7, 2021.
12. Provide expansion joints for the outdoor exposed aeration tank piping per RFP No. 12 dated February 1, 2021.
13. Provide credit for switching from white to block mortar color to standard gray mortar as chosen by the City per RFP No. 13 dated January 21, 2021.
14. Provide credit for deleting the secondary effluent yard piping extension into the grit building per RFP No. 17 dated February 17, 2021.

REASON FOR CHANGE ORDER:

1. Provide discharge location for the existing upflow clarifier sludge pump as the exiting station it discharges to will be removed from service.
2. Contractor was experiencing difficulty and delay from NIPSCO for their power source for field offices and temporary dewatering.
3. Valves are needed to for isolating the drain line during normal operation.
4. The west invert needs to be raised to accommodate field differences in the existing downstream manhole that the new drain sewer lines connects to. The higher south and southeast inverts must remain the same to maintain upstream slope in the pipe.
5. Provide stop gate for control and ability to shut down the aeration tank.
6. Power is needed for Building 185 hoists.
7. Power source is needed for water softener in Digester Control Building.
8. City prefers non-ribbed split faced CMU block.
9. City would like remote on/off control of the mixers.

10. The RAS line shutdown could not be completely shut down by the City as needed for the RAS line relocation work.
11. Revised influent trough to match exist aeration tanks and operation.
12. Provide expansion / contraction joints to accommodate thermal expansion of piping due to operating conditions of heated compressed air.
13. City preference for the gray mortar instead of the specified white mortar.
14. Additional secondary effluent is not needed as new grit system will utilize internal fluidizing system.

ATTACHMENTS:

1. September 24, 2020 RFP No. 3 from Donohue & Associates to Kokosing Industrial for modifications of the upflow clarifier station force main discharge.
2. October 15, 2020 Proposed Change Order No. 3A from Kokosing Industrial to Donohue & Associates for the upflow clarifier pump station force main modifications.
3. July 30, 2020 E-mail from City initiating resolution to power supply for Kokosing Industrial's field office and temporary dewatering.
4. August 11, 2020 Proposed Change Order No. 4 from Kokosing Industrial to Donohue & Associates for the temporary power credit for field offices and dewatering.
5. August 13, 2020 RFP No. 5 from Donohue & Associates to Kokosing Industrial for providing valves on the Aeration Effluent Pump Station drain lines.
6. August 25, 2020 Proposed Change Order No. 5 from Kokosing Industrial to Donohue & Associates for the Aeration Effluent Pump Station drain line valves.
7. September 25, 2020 RFP No. 6 from Donohue & Associates to Kokosing Industrial for raising the west outgoing invert of MH 2 shown on 002-CP-4 to 770.05 and providing a new barrel section with new cored holes the south and southeast holes to maintain the inverts shown on the drawing.
8. September 30, 2020 Proposed Change Order No. 6 from Kokosing Industrial to Donohue & Associates for raising the west outgoing invert of MH 2 shown on 002-CP-4 to 770.05 and related changes to the barrel sections and cored holes.
9. October 30, 2020 RFP No. 7 from Donohue & Associates to Kokosing Industrial for providing a stop gate in the influent channel to Aeration Tank No. 5 to match the existing tanks.
10. November 3, 2020 Proposed Change Order No. 7 from Kokosing Industrial to Donohue & Associates for providing a stop gate in the influent channel to Aeration Tank No. 5 to match the existing tanks.
11. October 30, 2020 RFP No. 8 from Donohue & Associates to Kokosing Industrial for providing electrical circuiting for the two hoists in Building 185.
12. November 9, 2020 Proposed Change Order No. 8 from Kokosing Industrial to Donohue & Associates for providing the electrical circuiting for the two hoists in Building 185.
13. October 26, 2020 RFI 25 response from Donohue & Associates to Kokosing Industrial for providing electrical power to the water softener in the Digester Control Building.
14. November 25, 2020 Proposed Change Order No. 9 from Kokosing Industrial to Donohue & Associates for providing the electrical power to the water softener in the Digester Control Building.
15. October 2, 2020 E-mail from Donohue & Associates to Kokosing Industrial for providing non-ribbed split faced CMU block instead of the specified split-ribbed/fluted face block.
16. November 11, 2020 Proposed Change Order No. 10 from Kokosing Industrial to Donohue & Associates for providing non-ribbed split faced CMU block instead of the specified split-ribbed/fluted face block.
17. December 9, 2020 RFP No. 10 from Donohue & Associates to Kokosing Industrial for providing remote on/off controls for the aeration tank mixers.
18. January 18, 2021 Proposed Change Order No. 12 from Kokosing Industrial to Donohue & Associates for providing remote on/off controls for the aeration tank mixers.
19. February 1, 2021 RFP No. 14 from Donohue & Associates to Kokosing Industrial for providing assistance in shutting down the RAS line for line relocation work.
20. February 4, 2021 Proposed Change Order No. 13 from Kokosing Industrial to Donohue & Associates for providing assistance with the RAS line shutdown.
21. January 7, 2021 RFI 37 response from Donohue & Associates to Kokosing Industrial for providing a 2 foot wide influent channel instead of a 4 foot wide influent channel.
22. January 28, 2021 Proposed Change Order No. 15 from Kokosing Industrial to Donohue & Associates for providing additional rebar associated with the decreased Aeration Tank 5 influent channel width associated with RFI 37 response.
23. February 1, 2021 RFP No. 12 from Donohue & Associates to Kokosing Industrial for providing expansion and contraction joints on the aeration tank air piping.
24. February 17, 2021 Proposed Change Order No. 16 from Kokosing Industrial to Donohue & Associates for providing the expansion and contraction joints on the aeration tanks aeration piping.
25. January 21, 2021 RFP No. 13 from Donohue & Associates to Kokosing Industrial for providing standard mortar instead of the white mortar.

- 26. January 29, 2021 Proposed Change Order No. 17 from Kokosing Industrial to Donohue & Associates for providing the gray block mortar instead of white block mortar.
- 27. February 17, 2021 RFP No. 17 from Donohue & Associates to Kokosing Industrial for deleting the secondary effluent line extension to the grit building.
- 28. February 18, 2021 Proposed Change Order No. 18 from Kokosing Industrial to Donohue & Associates for deleting the secondary effluent line extension to the grit building.

CHANGE IN CONTRACT PRICE
Original Contract Price:
\$ 18,989,000.00
Net increase (decrease) from previous Change Orders:
\$ _____
Net increase (decrease) of this Change Order:
\$ 64,283.00
Revised Contract Price:
\$ 19,053,283.00

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

CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

By: 
ENGINEER *(signature)*

Date: 2/26/2021

APPROVED:

By: _____
OWNER *(signature)*

Date: _____

ACCEPTED:

By: _____
CONTRACTOR *(signature)*

Date: _____



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 1, 2021

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2021-06, Interlocal Agreement with Elkhart County
for Animal Control Services

Attached to Resolution 2021-06 is an Interlocal Agreement with the County of Elkhart for animal control services. The County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2021 for certain areas of the county, including the City of Goshen. Under this agreement, the City would contribute \$77,644 to reimburse the County for the cost to provide animal control services within the Goshen city limits. The Common Council will also be considering a resolution to approve the terms and conditions of the Interlocal Agreement at the Council's March 2, 2021 meeting.

Suggested Motion:

Move to adopt Resolution 2021-06, Interlocal Agreement with Elkhart County for Animal Control Services.

RESOLUTION 2021-06

Interlocal Agreement with Elkhart County for Animal Control Services

WHEREAS Elkhart County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2021 for certain areas of Elkhart County, including within the corporate boundaries of the City of Goshen.

WHEREAS the City of Goshen agrees to contribute \$77,644 to reimburse Elkhart County for the cost of providing animal shelter management and animal control services within the City of Goshen.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement with Elkhart County for animal control services attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk-Treasurer are authorized to execute the Interlocal Agreement on behalf of the Goshen Board of Public Works and Safety and City of Goshen.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on March 1, 2021.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

**INTERLOCAL AGREEMENT BETWEEN ELKHART COUNTY, INDIANA
AND CITY OF GOSHEN, INDIANA FOR ANIMAL
CONTROL SERVICES**

This Agreement is made and entered into this 1st day of FEB, 2021, by and between the COUNTY OF ELKHART, INDIANA (hereinafter referred to as the "County"), and the CITY OF GOSHEN, INDIANA (hereinafter referred to as "Municipality"),

WITNESSETH:

WHEREAS County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2021;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2021 includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2021 has been entered into by County in the form which is attached to as Exhibit A;

WHEREAS the County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing the Services within the Municipality for calendar year 2021;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

1. Definition of Services. For purposes of this Agreement, the term "Services" shall refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County shall serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:

a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services;

b. Administering the contract with The Humane Society of Elkhart County, Inc.;

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services; and

d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation.

Municipality shall be responsible for reimbursing and contributing to County the sum of Seventy Seven Thousand Six Hundred Forty Four Dollars (\$77,644.00) for the Services which shall be paid in two (2) installments of Thirty eight Thousand Eight hundred twenty two Dollars (\$38,822.00) each with the first installment becoming due and payable in or before April 1st 2021 and with the second installment being payable on or before August 1st 2021. The Municipality contribution, or changes in amounts thereto, for calendar year 2021 are subject to budget approvals and appropriations by the Municipality.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, the County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Municipality and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526

Municipality: City of Goshen
C/O Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528 _____

With copies to: Craig Buche, Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
P.O. Box 575
130 North Main Street
Goshen, IN 46527

And _____

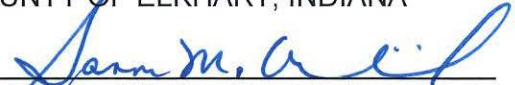
The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.


IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By 
Suzanne Weirick, President

By 
Frank Lucchese, Vice-President

By 
Brad Rogers, Member

ATTEST: 
Patricia A. Pickens, Elkhart County Auditor

CITY OF GOSHEN, INDIANA

By: _____

Print: _____

ATTEST:

By: _____
Title: Clerk-Treasurer

STATE OF INDIANA,)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2021, personally appeared the Board of Commissioners of Elkhart County, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF ELKAHRT)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2021, personally appeared Jeremy Stutsman, Mayor and _____ Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Inerlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, IN

My Commission Expires:

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this 13th day of February, 2021.

ELKHART COUNTY COUNCIL

By

Thomas W. Stump
Thomas Stump, President

ATTEST:

Patricia A. Pickens
Patricia A. Pickens, Elkhart County Auditor

EXHIBIT A

CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This contract made effective this 1st day of January, 2021 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

WITNESSETH:

WHEREAS, the Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services;

WHEREAS, the County desires to contract with the Contractor for animal control and shelter service, and the Contractor desires to provide the County with such services;

NOW, THEREFORE, in consideration of the premises and payments set forth in Section IV below, and the mutual promises herein, the parties agree as follows:

I. CONTRACT DOCUMENTS

The parties hereby agree to the following contract requirements. Where there is a conflict between the requirements of State and County law and the requirements set forth below, the requirements of State and County law shall take precedence and govern.

II. CONTRACTOR WORK REQUIREMENT

It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein.

The Contractor agrees that all animal shelter management services and animal control performed for the County shall be performed in full compliance with the applicable Federal, State and County laws, regulations and guidelines for such services.

The Contractor agrees that it shall provide the following animal shelter management services and animal control services:

A. Operation of the Animal Shelter

1. The Contractor shall operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 (the "Shelter").

2. The Contractor shall abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. The Contractor shall be entitled to rely in good faith upon the opinion of legal counsel as to whether it has such lawful authority.
3. Subject to paragraph IV (B) below but excluding the incorporated areas of the City of Nappanee and the Town of Millersburg, the Contractor shall lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) the Contractor shall, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) the Contractor shall, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.
4. At a minimum, the Contractor shall operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.
5. The Contractor shall provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.
6. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.
7. The Contractor shall provide a system to monitor medical and other information on each sheltered animal.
8. The Contractor shall be responsible for publicizing the hours of operation and the services of the Shelter.

B. Impoundment of Animals

1. The Contractor shall be responsible for enforcement of the quarantine for a 10 day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.
2. The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is

required for reasons of public safety or welfare. The County acknowledges that nothing in this Contract shall be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., shall be responsible for, shall defend against and shall indemnify and hold the County harmless against any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the performance of such euthanasia.

3. The Contractor shall not be responsible for the collection and disposal of the carcasses of dead animals.
4. The Contractor shall maintain all necessary records and reports of animals impounded at the Shelter.
5. The Contractor shall, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and shall cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.
6. Whenever the ownership of an impounded animal is ascertained, the Contractor shall make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.
7. The Contractor shall collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County shall not be responsible for such obligations.

C. Animal Control Officers

1. The Contractor shall employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers").
2. The Contractor shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

D. Public Service Programs

In consideration of the award of this contract to the Contractor, the Contractor shall provide at its sole cost and expense, the following services:

1. A volunteer program to encourage support for the Contractor and its operations of the Shelter; provided that all volunteers shall execute, as a condition of their participation, a waiver of liability, in form and content acceptable to the Contractor;
2. Events designed to promote animal adoptions and to educate the public about animal welfare; and
3. The adoption program shall be conducted to ensure humane, permanent homes for animals. The Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

E. Cost of Operation, Expenses of Contractor and Expenses of County

1. The Contractor shall maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.
2. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by the County will be promptly forwarded to the Contractor.

F. Meetings and Other Requirements

The County shall appoint an individual to serve as liaison with the Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, the Contractor shall direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, the Contractor shall inform the contract administrator or designee in a timely manner.

III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2021 through December 31, 2021. County may renew this Contract for calendar years 2022 and 2023 subject to the mutual agreement with the Contractor as to the Contract costs for said years.

IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.

- B. For calendar year 2021, County shall pay the total sum of Two Hundred Thousand Dollars [\$200,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Ten Thousand Dollars (\$110,000.00) to Contractor on or before February 15, 2021, the balance of Ninety Thousand Dollars [\$90,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Thirty Thousand Dollars [\$30,000.00] on April 1, 2021, July 1, 2021 and October 1, 2021. In consideration of the advancement of the One Hundred Ten Thousand Dollars (\$110,000.00) on or before February 15, 2021, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the incorporated areas of the City of Nappanee and the Town of Millersburg.

After March 31, 2021, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

<u>Municipality</u>	<u>Amount</u>
City of Elkhart	\$126,500
City of Goshen	\$77,644
Town of Middlebury	\$5,400.
Town of Wakarusa	\$6,000
Town of Bristol	\$4,000.

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to Contractor on or before March 31, 2021 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2021. County's notice may provide by its election to have Contractor

provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2021, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2021, July 1, 2021 and October 1, 2021. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2021.

- C. The parties reserve the right to negotiate mutually agreed rates for other future specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, the Contractor shall immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if the County desires the work to be undertaken, then the Contractor shall be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section V, B prior to the work being performed in order for such additional compensation to be paid to the Contractor.

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

1. Contract Administrator for the County shall be:

T. Jeffery Taylor
Elkhart County Administrator
117 N. Second Street
Goshen, IN 46528-3298
574-534-3541 FAX 574-535-6747

2. Contract Administrator for the Contractor shall be:

Director
Humane Society of Elkhart County, Inc.
54687 County Road 19
Bristol, IN 46507
574-848-4225 FAX 574-848-5453

B. Contracting Officer

County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

VI. STATE LAW CERTIFICATION PROVISIONS

- A. Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7, in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law.
- C. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program. Pursuant to Indiana code §22-5-1.7-11 Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to pain and penalties of perjury that it does not knowingly employ an unauthorized alien.

VII. TAX REQUIREMENTS

By executing this Contract, the Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

VIII. DEFAULT

- A. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from the County to the Contractor (provided, if such default cannot be cured within such 15 day period, and the Contractor commences the cure within such 15 day period, the cure period shall be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by the County or its designee in whole or in part by written notice of default to the Contractor. Upon default, an award may be made to another contractor and the Contractor shall be liable to the County for costs incurred in excess of the costs provided for in this Contract.
- B. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract shall survive the suspension or termination of this Contract.

IX. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

X. GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

XI. INDEMNIFICATION, LIMITATION OF LIABILITY AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.
- B. The County shall notify the Contractor of any suit, claim, demand, loss or action made or files against the County within ten days after the County's receipt or learning of it.

XII. WARRANTIES

Each party to this Contract warrants the following:

- A. This Contract constitutes a valid, binding and enforceable agreement of the party;
- B. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract shall constitute a material breach of this Contract, and the non-breaching party shall have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder shall be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

XIII. SEVERABILITY

Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

XIV. NON-WAIVER

The failure of the Contractor or the County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES

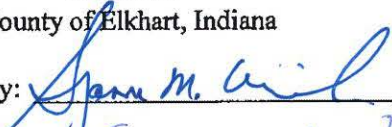

Provided the Contractor has not defaulted in the performance of its obligations under this Contract, the obligation of the County to make payments as herein set forth shall continue until fully performed. Any rights and remedies the County or Contractor may have with respect to each other arising out of either party's performance of services or obligations hereunder shall survive the expiration or termination of this Contract.

XVI. RELATION TO COUNTY

In performing services under this Contract, the Contractor shall be an independent contractor for the County, and neither the Contractor nor its employees, shall under any circumstances be considered employees, servants or agents of the County. The County shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents while performing under this Contract.

XVII. SIGNATORIES

Please type or print the following information, with the exception of the signature.

COUNTY	CONTRACTOR
County of Elkhart, Indiana	The Humane Society of Elkhart County, Inc.
By: <u></u>	By: <u></u>
Printed: <u>SUZANNE M. WEIRICH</u>	Printed: <u>ROBERT LARoy</u>
Title: President	Title: <u>EXECUTIVE DIRECTOR</u>
Date: <u>2-1-2021</u>	Date: <u>1/26/2021</u>

To: Board of Public Works and Safety
From: Carla Newcomer, Paralegal
Date: March 1, 2021
Subject: Recommendation to Award Bid for the Tri-Axle Dump Truck

Bids were received on February 22, 2021 for a Tri-Axle Dump Truck for the Waste Water Treatment Plant. The following is a summary of the bid received:

1. Vomac Truck Sales & Service, Inc., 12242 Declaration Dr, New Haven, IN \$137,500.00
2. Selking International Trucks, 4849 W. Western Ave., South Bend, IN \$181,989.27
3. Truck Centers, Inc., 4145 Ameritech Dr, South Bend, IN \$201,542.00

The proposal submitted Vomac Truck Sales and Service is deemed unresponsive as provide by Indiana Code 5-22-16-2(1) and should be rejected as it does not conform to the city's specifications for the following reasons:

1. The city's specifications state that the unit shall be a chassis and dump body for the tri-axle dump truck. The unit proposed by Vomac Truck Sales and Service, Inc. is for the chassis only.
2. The tri-axle dump truck offered by Selking International Trucks, the lowest responsive bidder contains components mainly manufactured in the U.S. with some parts manufactured in Mexico, and is assembled in Mexico.
3. Questions remain with City staff as to whether the tri-axle dump truck that is the subject of the lowest responsive and responsible bid, that is assembled in Mexico of largely U.S. manufactured components, is manufactured in the United States under I.C. 5-22-15-21.

State Law and City Ordinance require that the City purchase supplies and equipment manufactured in the United States unless a determination is made by the Common Council to do otherwise.

It is recommended that the Board award the tr-axle dump truck to Selking International Trucks, as the lowest responsible and responsive bidder subject to council approval pursuant to I.C. 5-22-15-21 and City Ordinance 3828 at the March 2, 2021 Goshen Common Council Meeting.

It is also recommended that the Board approve and execute the Agreement with Selking International Trucks subject to council approval at the March 2, 2021 Goshen Common Council Meeting.



SELKING

INTERNATIONAL TRUCKS

4849 W. WESTERN AVE
SOUTH BEND, IN 46619
T: 574-289-5531
F: 574-289-0349

February 19, 2021

Goshen Board of Public Works
202 W. Fifth St.
Goshen, IN. 46528

Dear Board Members,

Please find enclosed the bid of Selking International Trucks for a tri-axle dump truck for your Waste Water Department. We are bidding a 2021 International, model HX, with the dump body installed and warranted by W. A. Jones Truck Equipment.

This truck chassis and the dump body are in stock so we can meet your request for delivery of a completed unit within 90 days after receipt of purchase order.

We appreciate this opportunity to provide the City of Goshen with trucks for your needs and look forward to working with you as we go forward.

Sincerely yours,

Kenneth A. Waite
Municipal Sales Manager

924 East Bryan Street
Bryan, OH 43506
419-636-1179

4849 W Western Ave
South Bend, IN 46619
574-289-5531

5320 Fremont Pike
Stony Ridge, OH 43463
419-244-9541

626 Cooper St
Monroe, MI 48161
734-242-1510

1850 W Hwy 224
Decatur, IN 46733
260-724-2166

2807 Goshen Rd
Ft. Wayne, IN 46808
260-482-3000

3801 E McGalliard
Muncie, IN 47303
765-282-2276

836 Verdant Dr
Elkhart, IN 46516
574-522-2001

1585 NW 11th St
Richmond, IN 47374
765-935-9810

EXCEPTIONS

Please indicate below whether any exceptions are being taken to the City of Goshen's specifications as written. Exceptions to the City of Goshen's specifications must be equal or better than those specified as determined by the City of Goshen, and Suppliers deviating from specified items should provide a listing of all areas in which its product deviates and fully explain and justify this substitution.

Supplier Name: Selking International Trucks

NO, this offer does not take any exception to the City of Goshen's specification, and the contract offer is in strict compliance with the specifications.

YES, this offer takes an exception or exceptions to the City of Goshen's specifications which is/are detailed more fully below.

Page 16 - You request a 1.5 gallon washer reservoir, ours will be 1.3 gallon

Page 4 - You request that this be a US manufactured product. The chassis is built with mainly US parts, but it is assembled in Mexico.

Page 8 - 7c You request that all parts and maintenance be furnished for two years. Selking cannot furnish parts and maintenance unless it is covered under warranty.

EXCEPTIONS

Filled in by WA Jones

Please indicate below whether any exceptions are being taken to the City of Goshen's specifications as written. Exceptions to the City of Goshen's specifications must be equal or better than those specified as determined by the City of Goshen, and Suppliers deviating from specified items should provide a listing of all areas in which its product deviates and fully explain and justify this substitution.

Supplier Name: WA Jones

NO, this offer does not take any exception to the City of Goshen's specification, and the contract offer is in strict compliance with the specifications.

YES, this offer takes an exception or exceptions to the City of Goshen's specifications which is/are detailed more fully below.

Exception to Warranty page 14. Wa Jones will not supply parts and maintenance at no charge for 2 years. Standard warranty is for one year parts and labor with no maintenance.

please see attached quote for unit specifications and pricing:

BUSINESS CERTIFICATION

SUPPLIER NAME

SELKING INTERNATIONAL

PLEASE CHECK ONE OF THE FOLLOWING:

- The Supplier is a sole proprietor.
- The Supplier is a partnership.
- The Supplier is a corporation organized under the laws of the State of Indiana.
- The Supplier is a foreign corporation organized under the laws of the State of _____, and became registered with the Indiana Secretary of State to do business in Indiana on (insert date of registration): _____.
- The Supplier is a foreign corporation organized under the laws of the State of _____, and has submitted its application (or agrees to submit an application) to become registered with the Indiana Secretary of State to do business in Indiana on (insert date of application): _____.

Indiana Code 5-22-16-4 requires that all foreign (out-of-state) corporations must be registered with the Indiana Secretary of State in order to do business in the State of Indiana. This requirement applies only to out-of-state corporations and not to any other business entity.

A foreign corporation not currently registered with the Secretary of State's office must agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's office may result in a determination of your corporation as non-responsible and a contract awarded to your corporation may be canceled.

This requirement to register is based on Indiana government procurement law, not corporate law. It is applicable to all corporations regardless of their size, number of shareholders, Sub-chapter S status or whether the corporation is doing business in Indiana.

Information concerning registration with the Secretary of State may be obtained by contacting the Indiana Secretary of State, Corporation Section, 302 W. Washington Street, Rm. E018, Indianapolis, Indiana 46204 (317) 232-6576.

NON-COLLUSION AFFIDAVIT

STATE OF: INDIANA)

) SS:

COUNTY OF: Marshall)

The undersigned, being duly affirmed under oath says, that he or she is the duly authorized agent of the contracting party, that he or she has not, nor has any other member, employee, representative, agent or officer of contracting party represented by him or her, directly or indirectly, entered into or offered to enter into any combination or agreement relative to the price to be offered by a person, to prevent a person from making an offer, or to induce a person to refrain from making an offer, and that the contracting party's offer is made without reference to any other offer. The above statement is true and made under the penalties of perjury.

Supplier	<u>SELKING INTERNATIONAL TRUCKS</u>
Signature	<u>Kenneth A Waite</u>
Printed Name	<u>KENNETH A. WAITE</u>
Title	<u>AGENT</u>

Before me, a Notary Public in and for said County and State personally appeared KENNETH A. WAITE, who acknowledged the truth of the statements in the foregoing affidavit on this 18th day of February, 2021.



JACQUELYN M. ZIAJA
Notary Public
State of Indiana
Commission No. 713248
My Commission Expires
May 7, 2026

Signature of Notary Public	<u>Jacquelyn M Ziaja</u>
Printed or Typed Name of Notary Public	<u>Jacquelyn M Ziaja</u>
Commission Expiration Date	<u>May 7, 2026</u>
County of Residence	<u>Starke</u>

GENERAL INFORMATION

IN GENERAL:

The purpose of this document is to provide minimum specifications for 2021 or newer tri-axle truck that meets the needs of the City of Goshen Waste Water Department. It establishes essential criteria for the design, performance, equipment, and appearance of the vehicle. The objective is to provide a vehicle that is in accordance with nationally recognized guidelines. All Suppliers must meet all federal, state and local regulations regarding the manufacturing, licensing, and sale of vehicles within the State of Indiana.

The Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, services/work and all other items necessary to provide and deliver the tri-axle dump truck and equipment being purchased in "Tri-Axle Dump Truck Purchase, Solicitation No. B2021-001 in accordance with and as described in further detail in these Specification Documents.

The vehicle, chassis, body, devices, accessories, and equipment to be delivered under this contract shall be standard commercial products tested and certified to meet or exceed the requirements of this specification and all applicable DOT and Federal Highway Safety regulations and standards. The vehicle shall comply with all Federal Motor Vehicle Safety Standards (FMVSS) and Federal and other state regulations applicable or specified for the year of manufacture. If any of the requirements of any of these standards or regulations are in conflict or are inconsistent, the Supplier shall design or equip the apparatus in a manner, which meets the strictest standard. The vehicle and equipment shall comply with all applicable motor vehicle laws in effect at date of contract for purchase.

Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended use. The Supplier may exceed any of the minimums as defined by the standards or the following specifications.

The vehicle shall be delivered with:

1. One (1) complete set of operator's manuals for truck, engine, and transmission. The manuals may be supplied to the City in an electronic format such as a CD, DVD and/or online.
2. One (1) complete set of parts and service manuals shall be provided. Manuals may be provided in electronic format.
3. A complete set of spare lube and fuel filters, as recommended by the manufacturer for the vehicle's first preventative maintenance (PM) service.
4. A complete wiring schematic of all add on light wires.
5. Instruction sheets on new EPA exhaust regeneration.
6. Set of diagnostic software for engine including interface hardware.
7. Set of diagnostic software for the electrical system including interface hardware
8. Set of diagnostic software for transmission including interface hardware
9. A certificate of origin.
10. An odometer disclosure statement.
11. A certificate of gross retail or use tax paid.

Purchaser to be identified as follows: City of Goshen, 202 S. 5th Street, Goshen, Indiana, 46528

Bid shall include provision for training of drivers and mechanics on the exhaust and regeneration system operation. Details shall be clearly stated and submitted with the offer.

WARRANTY:

All guarantees and warranties shall be clearly stated and submitted with the offer. Additionally, Supplier must file and shall provide the City with written evidence of extended warranty policies filed with each manufacturer. A description of the warranty is required on both the truck and also on the equipment.

The Supplier shall warrant all vehicles and equipment furnished under this contract to be free from defect of material and/or workmanship, and to conform strictly to the specifications, drawings, and/or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the City of Goshen for the vehicles and equipment furnished.

The Supplier will furnish all parts and maintenance at no charge for a period of at least two (2) years or the manufacturer's standard warranty, whichever is longer for the cab and chassis and for a period of at least two (2) years or the manufacturer's standard warranty, whichever is longer for the dump bodies provided that such maintenance and parts are not required because of accident, neglect, misuse, or causes other than ordinary use. The warranties shall begin on the first day the City puts the vehicles into service. Any such warranty work required due to the fault or negligence of the Supplier shall also be provided by the Supplier at no additional charge. Under this guarantee, the Supplier agrees to make good without delay and at the Supplier's own expense any failure due to faulty components, parts or construction. Prior to the expiration of the warranty period, whenever the vehicles and/or equipment are shipped for repair or replacement, the Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, towing and insurance. Supplier shall be the single source responsible for the warranty, parts and service

The full parts and service facility for service and warranty work on the dump trucks shall be within a one hundred (100) mile radius of the City of Goshen, IN. Warranty period will start on the date the vehicle is put into service. Use of other than original equipment service parts shall not void the warranty.

Filled in by WA Jones

WARRANTY:

All guarantees and warranties shall be clearly stated and submitted with the offer. Additionally, Supplier must file and shall provide the City with written evidence of extended warranty policies filed with each manufacturer. A description of the warranty is required on both the truck and also on the equipment.

The Supplier shall warrant all vehicles and equipment furnished under this contract to be free from defect of material and/or workmanship, and to conform strictly to the specifications, drawings, and/or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the City of Goshen for the vehicles and equipment furnished.

The Supplier will furnish all parts and maintenance at no charge for a period of at least two (2) years or the manufacturer's standard warranty, whichever is longer for the cab and chassis and for a period of at least two (2) years or the manufacturer's standard warranty, whichever is longer for the dump bodies provided that such maintenance and parts are not required because of accident, neglect, misuse, or causes other than ordinary use. The warranties shall begin on the first day the City puts the vehicles into service. Any such warranty work required due to the fault or negligence of the Supplier shall also be provided by the Supplier at no additional charge. Under this guarantee, the Supplier agrees to make good without delay and at the Supplier's own expense any failure due to faulty components, parts or construction. Prior to the expiration of the warranty period, whenever the vehicles and/or equipment are shipped for repair or replacement, the Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, towing and insurance. Supplier shall be the single source responsible for the warranty, parts and service

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DETAILED SPECIFICATIONS

MINIMUM SPECIFICATIONS FOR CHASSIS	Compliance
Chassis shall be a new unit, 2021 model year, and carry new truck warranty from the date the City puts unit into service.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shall have a 207" wheelbase, with set-back front axle, and 138" of cab-to trunnion	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Frame shall be of 120,000 PSI steel	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Frame strength ratings shall be a minimum of 29 section modulus and a minimum RBM rating of 3,200,000	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front bumper shall be heavy duty, aluminum, stainless steel clad	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front and rear tow hooks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Steering gear boxes, dual power	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front axle shall be rated for 20,000#	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front suspension shall be rated for 20,000#	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front suspension shall have heavy duty shock absorbers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear drive axles shall be a tandem, 54" spacing rated for 46,000#	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear axles shall have driver controlled, locking differential in both rear axles	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear axle shall be filled with synthetic oil	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear suspension shall be rated for 46,000# minimum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear suspension shall have transverse and longitudinal torque rods	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear suspension shall have heavy duty shock absorbers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transmission shall be an Allison automatic, model 4000RDS, 6 speed, with PTO provision or equal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transmission shall have a remote mounted oil cooler	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transmission shall have synthetic oil	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Engine shall be a Cummins or equal, model X15, rated for 470 HP, 1750 lb-ft torque</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine to comply with 2021 EPA emissions certification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine shall be protected by emergency shutdown system that will detect low oil pressure and high coolant temperature	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Radiator shall be largest available	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fan drive shall be two-speed, direct drive, with residual torque device for disengaged fan speed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fan shall have a driver controlled, manual override, with switch control on instrument panel	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Anti-freeze rating shall be -40 degrees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Block heater shall be 120-volt, 1500 watt rated	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Air cleaner shall be a dual element	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Radiator hose clamps shall be constant tension, mechanical type	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Brakes shall be air S-cam type	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Brakes system shall have automatic traction control	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front brakes shall be 16.5" x 6", rated for 20,000#, with 24 sq. in. chambers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pusher axle brakes to be 16.5" x 7" cam type with fabricated brake shoes	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Brakes shall have automatic slack adjusters on all axles	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear brakes shall be 16.5" x 7", rated for 23,000# on each axle with 30/30 sq. in chambers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Air compressor shall be 18.7 CFM minimum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Air tank shall be equipped with a heated, automatic, drain valve	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Trailer air brake connections shall be at the rear of chassis with a hand control valve mounted in the cab.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Exhaust shall have a horizontal, under cab, aftertreatment device with a vertical exhaust mounted at the rear corner of the cab, bright finished shields	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Exhaust tail pipe shall be turn-out type	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Exhaust to meet 2021 EPA Emissions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine compression brake shall be furnished	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dash mounted switch for driver control of the engine compression brake	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Alternator shall be 165 amp, brushless minimum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Battery disconnect switch, cab mounted	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Battery system shall have 3-12-volt batteries with 1950 CCA rating minimum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Auxiliary power source, 2-20-amp switches and a 2 post, terminal type, dash mounted	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Radio shall be AM/FM/WB/Clock/Bluetooth/USB auxiliary input, with multiple speakers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dual, towel bar-type grab handles outside of cab with rubber inserts	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Windshield wiper to be intermittent, with heavy-duty electric motor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Windshield washer reservoir to have minimum 1.5 gallon capacity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Starter motor shall be 12-volt, gear reduced, with thermal over-crank protection	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dual air horns, cab mounted with snow shields	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Electric horns, two-disc type	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cab to be conventional, day cab	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Air conditioning	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Power door locks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Power windows, both sides of cab	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cab to have dual air rear suspension	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Gauges shall be fuel, DEF, speedometer, tachometer, primary air, secondary air, oil pressure, coolant, air cleaner restriction, rear axle temperature, air application	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Windshield shall be a single piece	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Drivers seat, high back, air suspension, vinyl boxing with cloth facing, 2 arm rests, isolator adjuster, 3 chamber lumber, 6 position front cushion adjust, 3 position rear cushion adjust, 2-15-degree angle adjust.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Passenger seat, high back, non-suspension	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Both seats are to be covered in severe-service cloth material, and be equipped with 3-point lap, belt/shoulder harness restraints	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Steering column to be tilting and telescoping	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Turn signal switch to be self-canceling	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body builder wiring connection back of cab for lighting package	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Clearance lights to be LED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dome lights, one each side, mounted above the door.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front hood shall be sloped for better visibility	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bug screen shall be mounted between the grille and the radiator	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
One 5 lb. fire extinguisher and three reflector triangles mounted in cab	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front wheel wells will have rubber fender extensions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fuel tank to be 80 gallon minimum, polished aluminum, mounted left side under the cab	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DEF tank to be 9.5 gallon minimum mounted outside left rail, under the cab	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fuel/water separator shall be heated with water-in-fuel sensor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front wheels to be polished aluminum, 12.25" x 22.5"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear wheels to be 8.25" x 22.5" steel, powder-coat painted white	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Front tires, 425/65R22.5, 20 ply rated, steer tread	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear tires, 11R22.5, 16 ply rated, lugger tread	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front and rear spare tire and wheel	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Gear ratio to be 4.10 or 4.56	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Note: Body builder must have a pre build conference with the purchaser to go over layout and placement of all equipment. Two such sessions during equipment installation. No equipment shall be installed without approved authorization from purchaser.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM SPECIFICATIONS FOR BODY	Compliance
Shall be a Patriot dump body model PDBA1648 body or approved equal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Shall be 192" in body length	<input type="checkbox"/> Yes <input type="checkbox"/> No
Shall have a side wall height of 48" and tailgate height of 58"	<input type="checkbox"/> Yes <input type="checkbox"/> No
Shall be 84" inside width	<input type="checkbox"/> Yes <input type="checkbox"/> No
Side Walls shall be 3/16" and 450 HB hardness, 220 ksi high tensile strength steel Hardox	<input type="checkbox"/> Yes <input type="checkbox"/> No
Floor shall be 3/16" and 450 HB hardness, 220 ksi high tensile strength steel Hardox 450	<input type="checkbox"/> Yes <input type="checkbox"/> No
All welds shall be continuous	<input type="checkbox"/> Yes <input type="checkbox"/> No
There shall be (two per side) board brackets to accept 2" x 8" side boards.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Lower side Rub Rail shall have 45 degree material shedding slope	<input type="checkbox"/> Yes <input type="checkbox"/> No
In order to avoid road splash and to lower the body closer to the chassis tires, the Rub Rail shall drop a minimum of 3" lower than the floor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Top Rail shall be fully boxed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear tailgate shall be sloped to provide easy access for material discharge	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear Bolster Panel shall be full width	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts are box formed with 45 degree leading edge	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts shall have material shedding sloped top cap	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts shall have Three (three) OEM laser cut ovals for light placement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts of the body shall be shielded from underneath, in order to prevent snow, ice, and debris buildup.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Floor understructure: Shall be a fabricated "crossmember-less" design with trapezoidal 11" Long Sills, due to axle clearance. Long Sills shall be fabricated from 3/16" 50 ksi typical yield strength steel. Long Sills to contain 3/16" 50 ksi internal gussets spaced 24" on center and 3 gussets clustered at rear hinge attachment location.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The dump body shall have a sealed tube running from the rear of the body to the front to allow light wires to be enclosed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate base plate shall be 3/16" and 220 ksi high tensile strength steel (Hardox 450 no exceptions)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate hardware (tailgate hinge, hinge box, and latch) shall be cast steel both upper and lower. Tailgate shall utilize an offset upper extended tailgate hinge forward approximately 7" to facilitate controlled dumping. Tailgate and all horizontal members shall have 45 degree sloped top to shed material. 1-3/4" thick upper tailgate hinges shall have 1-1/4" pivot pins with zerk lubrication	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate shall be 3 panel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Two sets of laser cut banjo plates and with adequate length 3/8" high strength chains to hold tailgate in the down position shall be provided.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Chains shall be encased in chain mesh material as to not scratch the body paint.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>Unit shall have lock out system so that operator cannot operate system while driving above 20 mph. Unit to include indicator light Unit to be completely installed and operational when delivered.</p>	
<p>Three Camera Observation System: VOM719WP or approved equal Monitor: 7" Active color flat LED screen monitor Normal / mirror image selectable Three (3) camera capacity Universal mounting bracket & hardware Mounting shall be with double knuckle Ram mount On screen display for color, tilt, and brightness. CCD compact heavy duty color camera. Weather resistant Built in microphone. Wide angle 115.5 lens. Shock and vibration resistant Built in LED night vision function Special design stainless steel camera box for protection Built in circuit protection Unit shall have built in wash system with dryer.</p> <p>Camera mounts shall be on rear of dump body and one per side on the front chassis fenders positioned facing rearward to allow driver to check any blind spots on either side of the unit. Only the rear camera shall included the wash system. Mounting and placement shall be in an approved place and manner from the Purchaser.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
WARRANTY	Compliance
Base vehicle coverage to be 3 years/100,000 miles/100% parts and labor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine coverage to be 5 years/200,000 miles/100% parts and labor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Exhaust aftertreatment coverage to be 5 years/200,000 miles	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Allison transmission coverage to be 5 years/unlimited miles	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Towing coverage must be included during vehicle's base warranty period	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dealer must provide written evidence that all warranty policies were filed with each manufacturer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

DETAILED SPECIFICATIONS

Filled in by WA Jones

MINIMUM SPECIFICATIONS FOR CHASSIS	Compliance
Chassis shall be a new unit, 2021 model year, and carry new truck warranty from the date the City puts unit into service.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Shall have a 207" wheelbase, with set-back front axle, and 138" of cab-to trunnion	<input type="checkbox"/> Yes <input type="checkbox"/> No
Frame shall be of 120,000 PSI steel	<input type="checkbox"/> Yes <input type="checkbox"/> No
Frame strength ratings shall be a minimum of 29 section modulus and a minimum RBM rating of 3,200,000	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front bumper shall be heavy duty, aluminum, stainless steel clad	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front and rear tow hooks	<input type="checkbox"/> Yes <input type="checkbox"/> No
Steering gear boxes, dual power	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front axle shall be rated for 20,000#	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front suspension shall be rated for 20,000#	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front suspension shall have heavy duty shock absorbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear drive axles shall be a tandem, 54" spacing rated for 46,000#	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear axles shall have driver controlled, locking differential in both rear axles	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear axle shall be filled with synthetic oil	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear suspension shall be rated for 46,000# minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear suspension shall have transverse and longitudinal torque rods	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear suspension shall have heavy duty shock absorbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transmission shall be an Allison automatic, model 4000RDS, 6 speed, with PTO provision or equal	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transmission shall have a remote mounted oil cooler	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transmission shall have synthetic oil	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Engine shall be a Cummins or equal, model X15, rated for 470 HP, 1750 lb-ft torque</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Engine to comply with 2021 EPA emissions certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
Engine shall be protected by emergency shutdown system that will detect low oil pressure and high coolant temperature	<input type="checkbox"/> Yes <input type="checkbox"/> No
Radiator shall be largest available	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fan drive shall be two-speed, direct drive, with residual torque device for disengaged fan speed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fan shall have a driver controlled, manual override, with switch control on instrument panel	<input type="checkbox"/> Yes <input type="checkbox"/> No
Anti-freeze rating shall be -40 degrees	<input type="checkbox"/> Yes <input type="checkbox"/> No
Block heater shall be 120-volt, 1500 watt rated	<input type="checkbox"/> Yes <input type="checkbox"/> No
Air cleaner shall be a dual element	<input type="checkbox"/> Yes <input type="checkbox"/> No
Radiator hose clamps shall be constant tension, mechanical type	<input type="checkbox"/> Yes <input type="checkbox"/> No
Brakes shall be air S-cam type	<input type="checkbox"/> Yes <input type="checkbox"/> No
Brakes system shall have automatic traction control	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front brakes shall be 16.5" x 6", rated for 20,000#, with 24 sq. in. chambers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pusher axle brakes to be 16.5" x 7" cam type with fabricated brake shoes	<input type="checkbox"/> Yes <input type="checkbox"/> No
Brakes shall have automatic slack adjusters on all axles	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear brakes shall be 16.5" x 7", rated for 23,000# on each axle with 30/30 sq. in chambers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Air compressor shall be 18.7 CFM minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No

Filled in by WA Jones

Air tank shall be equipped with a heated, automatic, drain valve	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trailer air brake connections shall be at the rear of chassis with a hand control valve mounted in the cab.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Exhaust shall have a horizontal, under cab, aftertreatment device with a vertical exhaust mounted at the rear corner of the cab, bright finished shields	<input type="checkbox"/> Yes <input type="checkbox"/> No
Exhaust tail pipe shall be turn-out type	<input type="checkbox"/> Yes <input type="checkbox"/> No
Exhaust to meet 2021 EPA Emissions	<input type="checkbox"/> Yes <input type="checkbox"/> No
Engine compression brake shall be furnished	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dash mounted switch for driver control of the engine compression brake	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alternator shall be 165 amp, brushless minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Battery disconnect switch, cab mounted	<input type="checkbox"/> Yes <input type="checkbox"/> No
Battery system shall have 3-12-volt batteries with 1950 CCA rating minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Auxiliary power source, 2-20-amp switches and a 2 post, terminal type, dash mounted	<input type="checkbox"/> Yes <input type="checkbox"/> No
Radio shall be AM/FM/WB/Clock/Bluetooth/USB auxiliary input, with multiple speakers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dual, towel bar-type grab handles outside of cab with rubber inserts	<input type="checkbox"/> Yes <input type="checkbox"/> No
Windshield wiper to be intermittent, with heavy-duty electric motor	<input type="checkbox"/> Yes <input type="checkbox"/> No
Windshield washer reservoir to have minimum 1.5 gallon capacity	<input type="checkbox"/> Yes <input type="checkbox"/> No
Starter motor shall be 12-volt, gear reduced, with thermal over-crank protection	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dual air horns, cab mounted with snow shields	<input type="checkbox"/> Yes <input type="checkbox"/> No
Electric horns, two-disc type	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cab to be conventional, day cab	<input type="checkbox"/> Yes <input type="checkbox"/> No
Air conditioning	<input type="checkbox"/> Yes <input type="checkbox"/> No
Power door locks	<input type="checkbox"/> Yes <input type="checkbox"/> No
Power windows, both sides of cab	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cab to have dual air rear suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gauges shall be fuel, DEF, speedometer, tachometer, primary air, secondary air, oil pressure, coolant, air cleaner restriction, rear axle temperature, air application	<input type="checkbox"/> Yes <input type="checkbox"/> No
Windshield shall be a single piece	<input type="checkbox"/> Yes <input type="checkbox"/> No
Drivers seat, high back, air suspension, vinyl boxing with cloth facing, 2 arm rests, isolator adjuster, 3 chamber lumbar, 6 position front cushion adjust, 3 position rear cushion adjust, 2-15-degree angle adjust.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Passenger seat, high back, non-suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No
Both seats are to be covered in severe-service cloth material, and be equipped with 3-point lap, belt/shoulder harness restraints	<input type="checkbox"/> Yes <input type="checkbox"/> No
Steering column to be tilting and telescoping	<input type="checkbox"/> Yes <input type="checkbox"/> No
Turn signal switch to be self-canceling	<input type="checkbox"/> Yes <input type="checkbox"/> No
Body builder wiring connection back of cab for lighting package	<input type="checkbox"/> Yes <input type="checkbox"/> No
Clearance lights to be LED	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dome lights, one each side, mounted above the door.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front hood shall be sloped for better visibility	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bug screen shall be mounted between the grille and the radiator	<input type="checkbox"/> Yes <input type="checkbox"/> No
One 5 lb. fire extinguisher and three reflector triangles mounted in cab	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front wheel wells will have rubber fender extensions	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fuel tank to be 80 gallon minimum, polished aluminum, mounted left side under the cab	<input type="checkbox"/> Yes <input type="checkbox"/> No
DEF tank to be 9.5 gallon minimum mounted outside left rail, under the cab	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fuel/water separator shall be heated with water-in-fuel sensor	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front wheels to be polished aluminum, 12.25" x 22.5"	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear wheels to be 8.25" x 22.5" steel, powder-coat painted white	<input type="checkbox"/> Yes <input type="checkbox"/> No

Filled in by WA Jones

Front tires, 425/65R22.5, 20 ply rated, steer tread	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear tires, 11R22.5, 16 ply rated, lugger tread	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front and rear spare tire and wheel	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gear ratio to be 4.10 or 4.56	<input type="checkbox"/> Yes <input type="checkbox"/> No
Note: Body builder must have a pre build conference with the purchaser to go over layout and placement of all equipment. Two such sessions during equipment installation. No equipment shall be installed without approved authorization from purchaser.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM SPECIFICATIONS FOR BODY	Compliance
Shall be a Patriot dump body model PDBA1648 body or approved equal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shall be 192" in body length	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shall have a side wall height of 48" and tailgate height of 58"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shall be 84" inside width	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Side Walls shall be 3/16" and 450 HB hardness, 220 ksi high tensile strength steel Hardox	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Floor shall be 3/16" and 450 HB hardness, 220 ksi high tensile strength steel Hardox 450	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All welds shall be continuous	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There shall be (two per side) board brackets to accept 2" x 8" side boards.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lower side Rub Rail shall have 45 degree material shedding slope	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
In order to avoid road splash and to lower the body closer to the chassis tires, the Rub Rail shall drop a minimum of 3" lower than the floor.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Top Rail shall be fully boxed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear tailgate shall be sloped to provide easy access for material discharge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Bolster Panel shall be full width	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts are box formed with 45 degree leading edge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts shall have material shedding sloped top cap	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts shall have Three (three) OEM laser cut ovals for light placement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts of the body shall be shielded from underneath, in order to prevent snow, ice, and debris buildup.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Floor understructure: Shall be a fabricated "crossmember-less" design with trapezoidal 11" Long Sills, due to axle clearance. Long Sills shall be fabricated from 3/16" 50 ksi typical yield strength steel. Long Sills to contain 3/16" 50 ksi internal gussets spaced 24" on center and 3 gussets clustered at rear hinge attachment location.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The dump body shall have a sealed tube running from the rear of the body to the front to allow light wires to be enclosed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate base plate shall be 3/16" and 220 ksi high tensile strength steel (Hardox 450 no exceptions)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate hardware (tailgate hinge, hinge box, and latch) shall be cast steel both upper and lower. Tailgate shall utilize an offset upper extended tailgate hinge forward approximately 7" to facilitate controlled dumping. Tailgate and all horizontal members shall have 45 degree sloped top to shed material. 1-3/4" thick upper tailgate hinges shall have 1-1/4" pivot pins with zerk lubrication	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate shall be 3 panel.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Two sets of laser cut banjo plates and with adequate length 3/8" high strength chains to hold tailgate in the down position shall be provided.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Chains shall be encased in chain mesh material as to not scratch the body paint.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Filled in by WA Jones

Tailgate shall be air operated with a 3 1/2" x 8" air cylinder mounted center of the body. A forward mounted air cylinder will not be accepted. Latch must lock over center when tailgate is closed and maintain adjustability throughout operating life.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Top Cap of the tailgate shall have a 45 degree sloped top to shed material.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Top Cap of tailgate shall be fully boxed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate shall have two lift rings attached near top	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate shall have internal 2 x 2 x 3/8 angle steel at floor level to prevent crushing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate shall be equipped with sludge locks each side.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bulkhead (Head Sheet) shall be 3/16" and 220 ksi high tensile strength steel (Hardox 450 no exceptions).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cab Shield: Shall be 3/16" 50 ksi typical yield strength steel. Cab Shield shall be integral to the body and shall be installed at the factory as part of the body for added strength as well as to prevent weld runs. Shall project forward 27" and be full width of side walls Shall be attached by welding Forward projection shall have a 5-degree slope Cab Shield height shall be approximately 75" (CONFIRM HEIGHT AT PREBUILD MEETING)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Ladder shall consist of three to four safety laser cut tread bed entry steps mounted on the driver's side front of dump bed. There shall also be a pull out drop down ladder mounted under the dump bed to access the entry steps. There shall also be a minimum of one inside safety tread mounted on the inside of the dump bed front drivers corner for access from inside the body to outside.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Ladder shall be a fold down bolt on located on the dump body driver side front corner. Location shall be confirmed at time of installation with the purchaser.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There shall be a grab/grip handle inside the front of body on the driver's side.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There shall be a 45-degree cleanout plate welded inside the body along the floor, side wall, and Head Sheet to ease flow of material when dumping and during clean-out procedures. Formed, radius, or integrated cleanouts are not acceptable.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body shall be painted to match the cab of the chassis. Body shall be painted, color shall be determined at time of award. Body shall be painted to match the cab of the chassis and shall have a hardened baked on finish.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Side Boards: Body shall come with a set of side boards mounted to the top of each side. Boards shall be sloped from front to rear with the front starting at apex 16" to rear tapered of 6"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MISCELLANEOUS: There shall be installed a back-up alarm, body prop, body up light mounted on the control console.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There shall be rear mud flaps installed in front of chassis tires. The rear flaps shall be on spring loaded brackets.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body shall have one shovel brackets installed on the front of the body.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lighting Package: Lighting package shall consist of the following, rear body post shall include top one per side LED amber / clear strobe combination 2nd from top shall be LED stop tail turn, 3rd from top shall be an LED back up. The front cab shield shall incorporate 6 forward facing and 6 rearward facing led amber/ clear led strobe lights the sides of the body at the mid-point shall have and amber /clear led strobe located on the lower rub rail. There shall be a led flood light mounted on the underside of the dump body. All add on	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Filled in by WA Jones

lights shall be ran through a power distribution power box located on the chassis fire wall. All Lighting to meet FMVSS.	
HOIST: Hoist: The hoist shall be of telescopic design.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The hoist shall be designed to operate up to 2,500 PSI, and shall be self-bleeding.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The hoist shall have a 1/4" wall construction with bronze glands and pistons to assure a smooth and durable bearing surface.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The hoist shall have a 'A' wall construction with bronze glands and pistons to assure a smooth and durable bearing surface.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The hoist shall be power up and gravity down.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The cylinder head and piston shall be of a "ductile" continuously cast iron, with a tensile strength of 60,000 PSI.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Each cylinder shall be internally sealed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The inside seals shall be of a u-cup design made of nitrate packing.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The cylinder shall have a Melonized/Q.P. running surface.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The Melonized surfaces shall have a predominance of single —phase epsilon nitride. The nitride shall cover the entire cylinder surface.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
This shall give the cylinder superior wear and corrosion resistance and also shall have superior wear and fatigue properties	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The cylinder rod shall be c1045/c1050 steel with a tensile strength of 80,000 to 1000,000 pounds.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The cylinder tubing shall be D.O.M. tubing, drawn over a mandrel, and shall have Tensile strength of 70,000 pounds. The tube shall have a surface harness of 80 Rockwell "B".	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The cylinder shall dismantle easily and overlap between stages for greater stability.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hoist shall have a minimum of a one year warranty	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hoist shall incorporate a body prop and body up light.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pintle Hitch: There shall be a 50,000 lb. pintle hitch mounted between the chassis frame rails. Construction shall be 3/4" steel plate welded between the rear frame rails. A 50,000 lb. pintle hitch shall be mounted to the plate with two 5/8 D rings. There shall also be a electric brake controller installed along with air lines with glad handles mounted on the hitch plate. There shall be an trailer light plug installed plug should be the same type as the City now has.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit shall be manufactured and assembled within conformance to the latest engineering standards of the trade, relative to design, strength, quality, durability and workmanship. Every item assembled upon this unit must meet the latest Federal Safety standards.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Vibrator: Dump body shall have a vibrator equal to a Cougar 3200.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lift Axle: There shall be a lift Non-Steerable suspension auxiliary axle installed in front of the OEM, tires. Axle shall be rated at 22,500lb capacity.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hydraulics and Controls: Pto and pump shall be off the chassis transmission with air controls installed in the cab for dump body and lift axle operation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Electric tarp system: Tarp system should be of the electric type: It should have a one piece, preassembled and enclosed spool assembly with a built in wind deflector for maximum tarp protection. Unit should be direct drive, ball bearing gear motor. Designed specifically for tarp system. There should be no chains, sprockets, belts, pulleys or other exposed moving parts. Tension bow should tuck in front of tarp in behind cab guard to keep wind from getting under tarp. This should provide mechanical lock down for the rear tarp bow.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

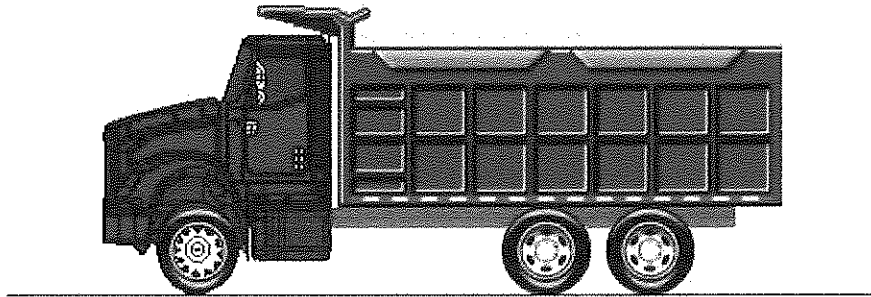
Filled in by WA Jones

<p>Unit shall have lock out system so that operator cannot operate system while driving above 20 mph. Unit to include indicator light Unit to be completely installed and operational when delivered.</p>	
<p>Three Camera Observation System: VOM719WP or approved equal Monitor: 7" Active color flat LED screen monitor Normal / mirror image selectable Three (3) camera capacity Universal mounting bracket & hardware Mounting shall be with double knuckle Ram mount On screen display for color, tilt, and brightness. CCD compact heavy duty color camera. Weather resistant Built in microphone. Wide angle 115.5 lens. Shock and vibration resistant Built in LED night vision function Special design stainless steel camera box for protection Built in circuit protection Unit shall have built in wash system with dryer.</p> <p>Camera mounts shall be on rear of dump body and one per side on the front chassis fenders positioned facing rearward to allow driver to check any blind spots on either side of the unit. Only the rear camera shall included the wash system. Mounting and placement shall be in an approved place and manner from the Purchaser.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
WARRANTY	Compliance
Base vehicle coverage to be 3 years/100,000 miles/100% parts and labor	<input type="checkbox"/> Yes <input type="checkbox"/> No
Engine coverage to be 5 years/200,000 miles/100% parts and labor	<input type="checkbox"/> Yes <input type="checkbox"/> No
Exhaust aftertreatment coverage to be 5 years/200,000 miles	<input type="checkbox"/> Yes <input type="checkbox"/> No
Allison transmission coverage to be 5 years/unlimited miles	<input type="checkbox"/> Yes <input type="checkbox"/> No
Towing coverage must be included during vehicle's base warranty period	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dealer must provide written evidence that all warranty policies were filed with each manufacturer	<input type="checkbox"/> Yes <input type="checkbox"/> No

Prepared For:
CITY OF GOSHEN
Carl Gaines
202 S. 5TH STREET
GOSHEN, IN 46528-
(574)534 - 9711
Reference ID: MN063656

Presented By:
SELKING INTERNATIONAL
Ken Waite
4849 W. WESTERN AVENUE
SOUTH BEND IN 46619 -
(574)289-5531

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2021 HX620 SBA 6x4 (HX62F)

MISSION:	Requested GVWR: 66000. Calc. GVWR: 66000
DIMENSION:	Wheelbase: 207.00, CA: 138.00, Axle to Frame: 71.00
ENGINE, DIESEL:	{Cummins X15 470 V} Productivity Series, EPA 2017, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 950 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.10
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L G296 MSA (GOODYEAR), 468 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100LX Location 1: 2303, Red (Std) Chassis schematic N/A

Description

Base Chassis, Model HX620 SBA 6x4 with 207.00 Wheelbase, 138.00 CA, and 71.00 Axle to Frame.

ENGINE

ENGINE, DIESEL {Cummins X15 470 V} Productivity Series, EPA 2017, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 950 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)

RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

AIR CLEANER Dual Element

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE {Phillips} 120V/1500W

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

FEDERAL EMISSIONS {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2020

HOSE CLAMPS, RADIATOR HOSES , Mechanical Type; with Constant-Tension Functionality

RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System

TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP OMIT

OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

TRANSMISSION OIL Synthetic; 63 thru 76 Pints

TRANSMISSION SHIFT CONTROL {Allison} Push-Button, for Allison 3000 & 4000 Series Transmission

CLUTCH

CLUTCH Omit Item (Clutch & Control)

REAR AXLES, SUSPENSIONS

AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.10

SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

AXLE, PUSHER, LIFT TYPE, ID Customer Installed Pusher Type Axle; Nothing Installed at Manufacturing Plant

Description

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints

SHIELD, TEMPERATURE SENSOR Mounted to Rear Axle

SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam

TORQUE RODS {Hendrickson} XTRB Ultra Rods, Transverse and Longitudinal

FRONT AXLES

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

FRONT SUSPENSIONS

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers

CABS, COWLS, BODIES

CAB Conventional, Day Cab

Includes

- : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted
- : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
- : CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area
- : GLASS, ALL WINDOWS Tinted
- : GRAB HANDLE, CAB INTERIOR (2) One Each Side
- : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors
- : SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides
- : STEP (4) Two Steps Per Door

AIR CONDITIONER {International Blend-Air} with Integral Heater and Defroster

CAB DOOR LOCKS Power

CAB INTERIOR TRIM Classic, for HX Day Cab

Includes

- : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting
- : DOME LIGHT, CAB (2) Rectangular, Door Activated; Above Door Mounted, One Each Side
- : FLOOR COVERING Rubber, Black
- : SUN VISOR (2) Vinyl with Toll Ticket Strap

CAB REAR SUSPENSION Dual Air Suspension, Includes Special Crossmember Assembly

GAUGE CLUSTER English with English Electronic Speedometer

GAUGE, AIR APPLICATION

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel

GAUGE, OIL TEMP, REAR AXLE

GRAB HANDLE, EXTERIOR Towel Bar Type in lieu of Non-Bright Grab Handles, for use with Cab or Cab/Sleeper Non-Bright Access, without Frame Access or Chassis Skirts

HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates

HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line

MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"

Description

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Bright, 7.5" x 7"

MODESTY PANEL Painted Body Color, with LED Lights, for Day Cab

SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing with Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover

SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing with Cloth Facing, 11 Degree Back Angle Adjust

STORAGE, REAR WALL Storage Pocket, Located on Back Wall Between Driver and Passenger Seats

SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights

WINDOW, POWER (2) in Left and Right Doors

WINDOW, REAR 52.25" Wide

WINDSHIELD Single Piece

FRAMES

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.50" x 3.750" x 0.500" (317.5mm x 95.25mm x 12.7mm); 480.8" (12212mm) Maximum OAL

BUMPER, FRONT Contoured, Aluminum, Stainless Steel Clad, Heavy Duty

CROSSMEMBER, FRAME TIE for Heavy Duty

TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity

LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper

WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)

BRAKES

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6

: SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity

Description

BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 Sqn

SLACK ADJUSTERS, FRONT {Gunitite} Automatic

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake

SLACK ADJUSTERS, REAR {Gunitite} Automatic

BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER {Bendix AD-9} with Heater

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

STEERING

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4

EXHAUST SYSTEMS

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side

AFTERTREATMENT COVER Polished Aluminum

ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine

EXHAUST HEIGHT 11' 6"

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF

TAIL PIPE (1) Turnback Type, Bright

ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: HAZARD SWITCH Integral with Turn Signal Switch

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

Description

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Delco Remy 36SI} Brushless, 12 Volt, 165 Amp Capacity, Pad Mount, with Remote Sense

ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror

BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA

BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

BATTERY BOX COVER Polished Aluminum

BATTERY DISCONNECT SWITCH {Cole-Hersee} for Cab Power Disconnect Switch, Does Not Disconnect Charging Circuits, Lever Operated, Cab Mounted

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

CIGAR LIGHTER Includes Ash Cup

HEADLIGHTS Halogen, Composite Combination

HORN, AIR (2) Single Bell, Long, Chrome

HORN, ELECTRIC (2) Disc Style

POWER SOURCE Cigar Type Receptacle without Plug and Cord

POWER SOURCE, TERMINAL TYPE 2-Post

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, with Multiple Speakers

SNOW SHIELD (2) Chrome; for Dual Air Horns

STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection

TOGGLE SWITCH, AUXILIARY (2) with Two 20-Amp Fuses/Circuit Breakers

TRAILER CONNECTION SOCKET 7-Way, Mounted at Rear of Frame

TURN SIGNAL SWITCH Self-Canceling

FRONT END

FRONT END Tilting, Composite

BUG SCREEN Mounted Behind Grille

FENDER EXTENSIONS Rubber

GRILLE Chrome Vertical Accent Bars, with Black Mesh

Description

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MISC

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "LX"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

SAFETY TRIANGLES

FUEL TANKS

FUEL TANK Top Draw, Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

DEF TANK COVER Stainless Steel

FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module

FUEL HEATER {Cummins} Omit Plumbing for TRV on Cummins Engines

FUEL/WATER SEPARATOR {Davco Fuel Pro 382} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor

WHEELS, TIRES - FRONT

WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(2) TIRE, FRONT 425/65R22.5 Load Range L G296 MSA (GOODYEAR), 468 rev/mile, 68 MPH, All-Position

WHEELS, TIRES - REAR

WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

(8) TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

WHEELS MISC OPTIONS

COATING IDENTITY, FRONT WHEELS {Accuride Accu-Shield} Disc Front Wheels, Aluminum, with Vendor Applied Clear Coat, for Wide Base

WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel

Services Section:**WARRANTY**

WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A

Description

SERVICES, TOWING {Navistar} Service Call to 36-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 36-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission, for Rear Axle Rating of 52,000 lbs or less

16' Hardox Steel Body, pusher lift axle, electric tarp, emergency light package, camera observation system, vibrator, and radio system, to be installed and warranties by W. A. Jones Truck Equipment, Columbia City, IN.

Filters for first PM service

Engine diagnostic software and interface hardware

Electrical diagnostic software and interface hardware

Allison transmission diagnostic software and interface hardware

SAFETY EQUIPMENT

Lo-Pro 22.5 tires and wheels for the lift axle

Spare tire and wheel- Front to match original equipment

Spare Tire and Wheel, Rear

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$265,690.00	
Service Items	\$5,100.00	
Total Factory List Price Including Options:		\$270,790.00
Total Goods Purchased:		\$5,090.47
Freight Charge	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$278,230.47
Less Customer Allowance:		(\$152,750.20)
Total Vehicle Price:		\$125,480.27
Total Body/Allied Equipment:		\$53,982.00
Total Warranty:		\$2,527.00
Total Sale Price:		\$181,989.27
Total Per Vehicle Sales Price:		\$181,989.27
Net Sales Price:		\$181,989.27

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Municipal Sales Mgr 2/19/21
 Official Title and Date

Kevin A. Vauth
 Authorized Signature

 Firm or Business Name

 Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

(US DOLLAR)

Description

Price

Cummins Engine Warranty, 5 years, 200,000 miles \$1050.00
Cummins exhaust and particulate filter warranty, PP1, 5 years, 200,000 miles
\$600.00
Allison Transmission Warranty, 5 years, unlimited miles \$877.00

2527.00

Total Warranty : \$2,527.00

YOU MAY DEDUCT \$569.00 IF YOU DO NOT PURCHASE THE ELECTRICAL DIAGNOSTICS PACKAGE. YOUR CURRENT SUBSCRIPTION IS GOOD UNTIL JULY, 2022

W.A. Jones

TRUCK BODIES & EQUIPMENT

Columbia City, IN Indianapolis, IN
New Haven, IN

www.wajonestruckequipment.com

QUOTATION FOR

Goshen Central Garage
Carl Gaines
320 Steury Ave
Goshen, IN 46528

Phone: 574-534-3703

Fax: 574-534-4281

Delivery:

Quote # MACQ4943

Date: 2/15/2021

Salesman: Denny McIntyre

E-Mail: carlgainesspec

Description

Provide And Install Following:
Patroit Dumbp Body To Fit Tri Axle Unit Customer Choice As To 16' Body 48" Sides 54" Tail Or 16'
Body 60"frontsloped To 48"
Body Length 16" Height 60" Front To 48" Ends:54" Tailgate
Sloped Tailgate
High Lift Air Tailgate
Construction 3/16" Hardox High Tensel Steel
Painted Red (may Not Be Excat Match But Will Be Close)
1/2 Cab Shield
Sludge Locks
Mud Flaps Fornt And Rear
Ridewell Thrid Axle
Refelcte Tape Both Sides And Rear Of Body
Electric Trap
3/4" Steel Plate Trailer Hitch With Ph50ton Pintle

emergency Light Pacakge To Include Sound Off Amber / Clear Strobes - 6 Led Facing Forward And 6
Facing Rearward
In The Cab Shiled - One Mid Pint In The Body / Three Cluster Light Pacakge In The Rear Tailgate
Top Led Amber Clear Strobe And Two Per Side Led Stop Tail Turn Backup Combos, One Rear
Mounted Floord Light:

3 Camera Observation System
Bed Vibrator
Radio System Provided And Installed By Ers

Note Body Is In Stock At The Plant

Qty	Unit Price	Ext. Price
1	\$53,982.00	\$53,982.00

SubTotal \$53,982.00

Sales Tax \$0.00

Total \$53,982.00

We appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please advise us. This quote shall be valid for a period not to exceed 30 days. THANK YOU. W. A. JONES TRUCK BODIES & EQUIPMENT

Columbia City Office
1171 S Williams Street
Columbia City, IN 46725
Phone: 888-660-7661
Fax: 260-244-7662

Indianapolis Office
2102 Clay Street
Indianapolis, IN 46205
Phone: 317-377-0407
Fax: 317-377-0427

New Haven Office
P. O. Box 558
New Haven, IN 46774
Phone: 260-748-4100
Fax: 260-748-4121

Page

1

CONTRACT

TRI-AXLE DUMP TRUCK PURCHASE

SOLICITATION NO. B-2021-001

THIS CONTRACT is made and entered into on this _____ day of March, 2021, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and Selking International Trucks, hereinafter referred to as "Supplier."

WITNESSETH, that the City and the Supplier mutually agree as follows:

SCOPE OF PURCHASE

The Supplier 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 "Tri- Axle Dump Truck Purchase, B-2021-001" project in accordance with and as described in further detail in the Specification Documents incorporated by reference. The scope of purchase shall include 2021 or newer tri-axle dump truck that meets the needs of the City of Goshen Waste Water Department.

In the event of a conflict between a provision in the Specification Documents and the Supplier's bid, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision the Supplier's bid or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Supplier's Itemized Bid;
2. Non Collusion Affidavit;
3. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
4. Notice to proceed

Supplier 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 purchase of the truck and equipment for the City.

DELIVERY

- A. The goods, supplies, materials and/or equipment covered by this contract shall be delivered within the following number of days:
 - The tri-axle dump truck shall be delivered to City of Goshen Central Garage, 320 Steury Avenue, Goshen IN within ninety (90) days of receipt of a fully executed contract.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Supplier for goods, materials and/or equipment provided in this contract for the amount of One Hundred Eighty-One Thousand Nine Hundred Eighty-Nine Dollars and Twenty-Seven Cents (\$181,989.27).

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to City of Goshen for payment. Supplier 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) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event delivery of the goods, materials and/or equipment is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day's delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

INDEPENDENT CONTRACTOR STATUS

Supplier 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 damages to any property arising out of the acts or omissions of the Supplier or its agents, employees, or subcontractors of the Supplier.

NON-DISCRIMINATION

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

INDEMNIFICATION

The Supplier agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

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 such as natural disaster 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, but 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.

DEFAULT

It shall be mutually agreed that if Supplier fails to perform the work, provide the goods, materials and/or equipment or comply with the provisions of this Contract or fails to fulfill any warranty, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs. If Supplier fails to provide the goods, supplies, materials and/or equipment or comply with the provisions of this Contract, then Supplier may be considered in default.

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

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

TERMINATION

The parties may terminate this contract 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. Supplier shall be paid for all goods, materials and/or equipment provided 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 Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier 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 goods, supplies, materials and/or equipment in any manner deemed proper by the City, and Supplier 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 Supplier under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

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.

AMENDMENTS

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

WAIVER OF RIGHTS

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

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 this contract. 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 Selking International Trucks:

Selking International Trucks
Kenneth A Waite
4849 W. Western Ave.
South Bend, IN 46619

APPLICABLE LAWS

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

MISCELLANEOUS

Any provision of this contract 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 contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

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

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

NO INVESTMENT IN IRAN

Pursuant to IC 5-22-16.5, Supplier hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Supplier also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

SEVERABILITY

In the event that any provision of the contract 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 contract shall not affect the validity or enforceability of any other provision of the contract.

AUTHORITY TO BIND SUPPLIER

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

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 Supplier.

In witness whereof, the parties have executed this Agreement as set forth below.

City of Goshen
Board of Public Works and Safety

Selking International Trucks

Jeremy P. Stutsman, Mayor

Kenneth A. Waite, Municipal Sales Manager

Date: _____

Michael Landis, Member

Mary Nichols, Member

Date: _____

BUSINESS CERTIFICATION

SUPPLIER NAME

SELKING INTERNATIONAL

PLEASE CHECK ONE OF THE FOLLOWING:

- The Supplier is a sole proprietor.
- The Supplier is a partnership.
- The Supplier is a corporation organized under the laws of the State of Indiana.
- The Supplier is a foreign corporation organized under the laws of the State of _____, and became registered with the Indiana Secretary of State to do business in Indiana on (insert date of registration): _____.
- The Supplier is a foreign corporation organized under the laws of the State of _____, and has submitted its application (or agrees to submit an application) to become registered with the Indiana Secretary of State to do business in Indiana on (insert date of application): _____.

Indiana Code 5-22-16-4 requires that all foreign (out-of-state) corporations must be registered with the Indiana Secretary of State in order to do business in the State of Indiana. This requirement applies only to out-of-state corporations and not to any other business entity.

A foreign corporation not currently registered with the Secretary of State's office must agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's office may result in a determination of your corporation as non-responsible and a contract awarded to your corporation may be canceled.

This requirement to register is based on Indiana government procurement law, not corporate law. It is applicable to all corporations regardless of their size, number of shareholders, Sub-chapter S status or whether the corporation is doing business in Indiana.

Information concerning registration with the Secretary of State may be obtained by contacting the Indiana Secretary of State, Corporation Section, 302 W. Washington Street, Rm. E018, Indianapolis, Indiana 46204 (317) 232-6576.

NON-COLLUSION AFFIDAVIT

STATE OF: INDIANA)

) SS:

COUNTY OF: Marshall)

The undersigned, being duly affirmed under oath says, that he or she is the duly authorized agent of the contracting party, that he or she has not, nor has any other member, employee, representative, agent or officer of contracting party represented by him or her, directly or indirectly, entered into or offered to enter into any combination or agreement relative to the price to be offered by a person, to prevent a person from making an offer, or to induce a person to refrain from making an offer, and that the contracting party's offer is made without reference to any other offer. The above statement is true and made under the penalties of perjury.

Supplier	<u>SELKING INTERNATIONAL TRUCKS</u>
Signature	<u>Kenneth A Waite</u>
Printed Name	<u>KENNETH A. WAITE</u>
Title	<u>AGENT</u>

Before me, a Notary Public in and for said County and State personally appeared KENNETH A. WAITE, who acknowledged the truth of the statements in the foregoing affidavit on this 18th day of February, 2021.



JACQUELYN M. ZIAJA
Notary Public
State of Indiana
Commission No. 713248
My Commission Expires
May 7, 2026

Signature of Notary Public	<u>Jacquelyn M Ziaja</u>
Printed or Typed Name of Notary Public	<u>Jacquelyn M Ziaja</u>
Commission Expiration Date	<u>May 7, 2026</u>
County of Residence	<u>Starke</u>



**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

To: Board of Public Works & Safety
From: Bodie J. Stegelmann
Date: February 26, 2021
Re: Grant Agreement – IDEM VW Project Funding

The Indiana Department of Environmental Management (“IDEM”) offered to the City of Goshen certain grant funds for the City to provide Level 2 electric charging stations for vehicle owners in the City of Goshen. The grant funds will be paid from funds held in the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries for the State of Indiana. The expected amount of the grant is Nine Thousand Dollars (\$9,000.00).

Motion Requested: Authorization for the Police Department to accept grant funds from the Indiana Department of Environmental Management to use to pay for Level 2 electric charging stations for vehicle owners in the City of Goshen, and authorize Mayor Stutsman to sign the Agreement.

VW PROJECT FUNDING AGREEMENT

Agreement Number VWL2-013

This Funding Agreement (“Agreement”), entered into by and between the Indiana Department of Environmental Management (“IDEM”) and the City of Goshen, Indiana (“Grantee”), is executed pursuant to the terms and conditions set forth herein, in accordance with the requirements of the Volkswagen Diesel Emissions Environmental Mitigation Trust, for which IDEM is the Beneficiary Lead Agency. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the process whereby IDEM, as the Beneficiary Lead Agency, directs the Trustee of the Volkswagen Diesel Emissions Environmental Mitigation Trust to make payment in the amount of \$9,000 to the Grantee for reimbursement of eligible costs of the project (“Project”) described in **Attachment A** of this Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, the requirements of the Volkswagen Diesel Emissions Environmental Mitigation Trust and applicable Indiana law. The funds received by the Grantee pursuant to this Agreement shall be reimbursement for approved Project costs in conformance with this Agreement and for no other purpose.

2. Funding Source

The funding source for this Agreement are the funds held in the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries for the State of Indiana.

3. Representations and Warranties of the Grantee

The Grantee expressly represents and warrants to IDEM that the information set forth in its Funding Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined that it made any material misrepresentation on its Funding Application.

4. Implementation and Reporting Requirements

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may terminate this agreement.

B. The project shall conform to all requirements as detailed in the IDEM Request for Proposals announcing the availability of EV infrastructure funds that closed on September 23, 2020, attached and incorporated into this document as Appendix A.

C. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the

Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.

5. Term

This Agreement commences on date of last signatory and shall remain in effect through December 31, 2022. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by the Volkswagen Diesel Emissions Environmental Mitigation Trust.

6. Funding

A. The Grantee shall be reimbursed in accordance with the approved Project Budget as set forth in **Attachment B** of this Agreement, attached hereto and incorporated herein. The Grantee shall not change or modify the Project costs funded by this Agreement and those funded by any local and/or private share without the prior written consent of IDEM.

B. The disbursement of funds to the Grantee shall not be made until all documentary materials required by this Agreement have been received and certified by IDEM as being in conformance with the approved Project. Upon certification, IDEM will direct the Trustee to disburse funds to the Grantee from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

7. Project Monitoring by IDEM

IDEM may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to IDEM for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, and this Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to IDEM.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records

A. Until five years after the termination of this Agreement and in accordance with the records retention policy, as approved by the Indiana Archives and Records Administration and located at www.in.gov/iara/3276.htm, for EV information related to the VW trust, the Grantee shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all data, documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the Grantees performance of its obligations under this Agreement. This information-retention requirement, which is in accord with the VW records retention policy developed by IDEM, shall apply regardless of any contrary institutional policies or procedures. At any time during this information-retention period, upon request by IDEM, the Grantee shall provide

copies of any data, documents, records, or other information required to be maintained under this Paragraph.

B. At the conclusion of the information-retention period provided in the preceding Paragraph, the Grantee shall notify IDEM at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by IDEM, the Grantee shall deliver any such documents, records, or other information to IDEM.

B. Notice to Parties

Whenever any notice, statement or other communication is required under this Agreement, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to IDEM shall be sent to:

Shawn M. Seals
Senior Environmental Manager
Indiana Department of Environmental Management
Office of Air Quality - Mail Code 61-50
100 North Senate Avenue
Indianapolis, IN 46204-2251
Phone: (317) 233-0425
Fax: (317) 233-5967
Email: SSeals@idem.in.gov

B. Notices to the Grantee shall be sent to:

Aaron Sawatsky-Kingsley
Director, Environmental Resilience
City of Goshen
410 West Plymouth Avenue
Goshen, IN 46526
Phone: (574) 537-0986
Email: AaronKingsley@goshencity.com

10. Termination for Breach

- A. Failure to complete the Project in accordance with this Agreement may be considered a material breach, and shall entitle IDEM to suspend the Grantee's participation in the Volkswagen Diesel Emissions Environmental Mitigation Trust programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of funds other than in conformance with the Purpose of this Agreement, the Project, or the Volkswagen Diesel Emissions Environmental Mitigation Trust may be deemed a breach of this Agreement. The Grantee explicitly covenants that it shall promptly repay to IDEM all funds not spent in conformance with this Agreement.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, the Grantee and IDEM have, through their duly authorized representatives, entered into this Funding Agreement. The parties, having read and understood the foregoing terms of this Funding Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee]

[IDEM]

By: _____

By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Attachment A: Scope of Work

Duties of Grantee

1. Project Objective

The objective of this project is to provide Level 2 electric charging opportunities for vehicle owners in and around Goshen, Indiana.

2. Scope of Work

The Grantee shall do the following:

Task A: Purchase, Installation, Operation and Maintenance of Level 2 Electric Vehicle Charging Equipment

The Grantee shall purchase, install and maintain Level 2 electric vehicle charging equipment that meets all the technology and reporting requirements of the Indiana Statewide Electric Vehicle Charging Network program. The Grantee, any successors, or assigns, shall own, operate, and maintain the charging equipment, in addition to providing reporting data as detailed in Task C of this Attachment, for a minimum of five (5) years following the start date of fully operational equipment. This task shall include a minimum of the following:

1. The purchase, installation, operation and maintenance of one (1) Intertek or Underwriter's Laboratory certified compliant Level 2 electric vehicle charging stations to include at least two (2) SAE J1772 charging connections per station. This electric vehicle charging station shall be networked with capability for remote diagnostics, remote control of the equipment, collecting and reporting usage data, and processing payments if fees are to be charged.

The Following Tasks are Non-Budgetary Items

Grantee shall provide the following services:

Task B: Electric Vehicle Charging Equipment and Network Coordination

1. Assist IDEM with identifying potential locations for additional charging equipment if funding becomes available.
2. Assist IDEM with the preparation of documentation for IDEM to submit to the Trustee, progress reports as detailed in Task C of this Attachment and submittal a final report summarizing the results of the project.

Task C: Progress Reports

The Grantee understands that IDEM is responsible for regular reporting to the Trustee. As such, the Grantee shall provide written progress reports as required in accordance with Section 4(C) of this Agreement unless requested otherwise. IDEM may request a progress report

during project implementation as well as after achieving full operation of the charging equipment. This report shall be due within ten (10) business days of IDEM request.

These progress reports will include, but are not limited to the following:

1. VW Project Funding Agreement number.
2. Physical location of electric vehicle charging equipment.
3. Completion status of project (i.e. 0% complete, 25% complete, 50% complete, 100% complete).
4. Electronic images of project location and charging equipment during implementation.

Task D: Usage Data Reports

These usage data reports will include, but are not limited to the following:

1. Number of charging events.
2. Connect and disconnect times.
3. Start and end charge times.
4. Number of unique vehicles connected.
5. Total kWh dispensed per charging event.
6. Average kWh per charging event.
7. Peak power (kW) per event.
8. Peak power (kW) demand (kW) by month.
9. Average duration of charging events.
5. Percentage of station downtime.

Task E: Final Report

The Grantee shall submit a Final Report covering the successes and failures of this program ten (10) business days before the expiration of this Agreement.

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Attachment B: Project Budget

Grant Budget Details:

The Grantee is being awarded an amount not to exceed \$9,000. This amount is to be paid to the Grantee in arrears by the Trustee upon IDEM certification of fully complete and operational charging equipment. These materials include submittal of invoice verifying purchase and installation of equipment identified in **Attachment A** in addition to verification of Grantee cash match as a ratio of award amount as detailed in the Project Budget below.

Project Budget

Description	Grant Not to Exceed Totals	Grantee No Less than Totals *	Project Total
Task A The purchase, installation, operation and maintenance of one (1) Intertek or Underwriter’s Laboratory certified compliant Level 2 electric vehicle charging stations to include at least two (2) SAE J1772 charging connections per station. This electric vehicle charging station shall be networked with capability for remote diagnostics, remote control of the equipment, collecting and reporting usage data, and processing payments if fees are to be charged.	\$9,000	\$15,457	\$24,457
Task B	\$0	\$0	\$0
Task C	\$0	\$0	\$0
Task D	\$0	\$0	\$0
Task E	\$0	\$0	\$0
TOTALS	\$9,000	\$15,457	\$24,457

* In accordance with cash match commitments made in Funding Application, Grantee shall provide no less than 10% of the Project Total.

Attachment C: Project Schedule

Proposed Project Schedule

The Grantee shall perform the various duties outlined in the timeline in order to complete the program by December 31, 2022. All schedule dates commence on the date of full Agreement execution.

Task	Task Description	Deliverable
Task A	Locate appropriate vendors for intended charging equipment installation	January – March 2021
Task A	Coordinate and begin installation of charging equipment	April 2021
Task A	Project complete	December 31, 2022
Task B (1)	Assist IDEM with identifying potential locations for additional charging equipment if funding becomes available.	Ongoing
Task B (2)	Assist IDEM with the preparation of documentation for IDEM to submit to the Trustee, progress reports as detailed in Task C of this Attachment and submittal a final report summarizing the results of the project.	Ongoing
Task C	The Grantee shall provide written progress reports.	Ongoing
Task D	Usage Data reports	Ongoing
Task E	Final report on project successes and failures	December 31, 2022

Note: This schedule is subject to change due to purchase and/or installation schedules. Any deviation from this schedule must be approved in writing by the state contact listed in Section 9(A).

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Appendix A: DCFC and L2 Project Requirements

	Direct-Current Fast Charge (DCFC) Sites	Level 2 (L2) Sites
Site Requirements		
Located no more than one (1) road mile off roadways listed in Appendix B of the original RFP. Exceptions may be considered on a case-by-case basis provided the need for these exceptions are clearly documented and supported.	•	
Publicly visible, accessible, and available to drivers for charging (24 hours a day, 7 days a week)	•	•
Sites must provide a safe, well-lighted area for users	•	•
Paved parking spaces to allow the maximum capacity of EVs to be charged simultaneously	•	•
Appropriate signage on-site for drivers to locate charging station from the site entrance	•	•
Clear signage and pavement stenciling that states the location is for “Electric Vehicle Charging Only”	•	•
Equipment Requirements		
DCFC site rated at a minimum of 100kW. This can be accomplished by pairing two (2) 50kW stations in such a manner that one (1) vehicle can obtain a minimum of 100kW charging level, but the equipment will also charge two (2) vehicles separately at a minimum of 50kW.	•	
Each DCFC offers both CHAdeMo and SAE Combo/CCS (Combo Charging System) compatible connectors	•	
Each Level 2 charger offers a J1772 compatible connector		•
Charging equipment must be certified through the Nationally Recognized Testing Laboratory (NRTL) program to demonstrate compliance with appropriate product safety test standards	•	•

Charging enclosure must be constructed for use outdoors in accordance with UL50, Standard for Enclosures for Electrical Equipment, NEMA, Type 3R exterior enclosure or equivalent	•	•
A cord management system or method to eliminate potential for cable entanglement, user injury and connector damage from lying on the ground	•	•
PAYMENTS, PRICING, & DATA REQUIREMENTS		
Universal payment system allowing multiple payment methods to be used by charging drivers	•	•
Real-time pricing information displayed on the device or payment screen	•	
Utilization of open standards including OCPP	•	•
Equipment is networked by Wi-Fi or cellular connection and network hardware and software is maintained with the capability for: remote diagnostics, remote start of the equipment, collecting and reporting usage data, processing payments, and tracking usage by the kilowatt-hour.	•	•
Annual site utilization data collection	•	•
SPONSOR/VENDOR REQUIREMENTS		
Make every effort to educate the general public of the existence of the new charging site including registering the site on a station locator	•	•
Customer service support is available by telephone 24 hours a day and 7 days a week and is clearly posted to assist customers with difficulties accessing or operating the equipment	•	
Customer service support is available by telephone from 6am to 6pm, Monday through Saturday and is clearly posted to assist customers with difficulties accessing or operating the equipment		•
Site development, project installation, and maintenance shall comply with all applicable laws, ordinances, regulations, and standards, including, but not limited to, the Americans with Disabilities Act (ADA).	•	•

<p>Equipment has at least a 5-year warranty with the option of additional ongoing maintenance and support with an uptime guarantee on the equipment of 95% or greater for the full lifetime of the charging station</p>	<p>•</p>	<p>•</p>
<p>Should repair be necessary, chargers shall be fully operating within 72 hours of equipment issue/breakdown to ensure a 95% annual uptime guarantee.</p>	<p>•</p>	

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**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

To: Board of Public Works & Safety
From: Bodie J. Stegelmann
Date: February 26, 2021
Re: Goshen City Court – Advanced Imaging Solutions

The Goshen City Court seeks to extend its agreement with Advanced Imaging Solutions for printer/copier/scanner/fax machine and maintenance of such machine. The term will be for five (5) years.

Motion Requested: Authorization for the City to extend the agreement with Advanced Imaging Solutions for provision of a printer/copier/scanner/fax machine and maintenance of such machine, and authorize Judge Mehl to sign the Agreement.



CUSTOMER PURCHASE AGREEMENT

Date: 1/26/2021

CORPORATE OFFICE
4070 Meghan Beeler Court
South Bend, IN 46828
Local 574-243-1096
800-332-6793
Fax: 574-247-2756

FORT WAYNE OFFICE
1400 Airport North Office Park
Suite D
Fort Wayne, IN 46825
260-436-2625
800-332-6793

NWI OFFICE
6801 Broadway
Merrillville, IN 46410
219-736-8607
800-332-6793

MICHIGAN OFFICE
4475 44th Street SE
Grand Rapids, MI 49512
616-647-4091
800-332-6793

DELIVER TO <u>City of Goshen</u> ADDRESS <u>111 E Jefferson St Ste 2</u> CITY <u>Goshen</u> STATE <u>IN</u> ZIP <u>46528</u> CONTACT <u>Suzie Hart</u> PHONE <u>(574) 533-9365</u>	INVOICE TO _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ CONTACT _____ PHONE _____ - - - X
<input type="checkbox"/> CASH SALE <input type="checkbox"/> NET 10 DAYS <input type="checkbox"/> COD <input type="checkbox"/> CONDITIONAL SALE <input type="checkbox"/> OTHER SALESPERSON <u>Kathy Portolese</u> ID # _____ SHIP VIA: <u>Best Way</u> CUSTOMER P.O. NO _____ REQ. DEL DATE: _____ CREDIT APPROVAL _____	<input checked="" type="checkbox"/> LEASE Lessee shall pay Lessor the sum of \$ <u>186.72</u> (PLUS APPLICABLE TAXES) on a monthly basis. A total of <u>60</u> payments will be made. Amount of Security Deposit \$ _____ due upon signing Check # _____
PURCHASE OPTION <input type="checkbox"/> VALUE LEASE <input type="checkbox"/> 10 % <input type="checkbox"/> FAIR MARKET VALUE <input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> \$25.00	

EQUIPMENT, ACCESSORIES & SUPPLIES

Qty.	Product No.	Description - Make, Model, Type, Etc.	Serial No.	Unit Price	Total Price
1	IMC2500-LAN	Lanier IM C2500 Digital Color System			
1	418600	Lanier Fax Option Type M37			
1	418352	Lanier Paper Feed Unit PB3300			
1	418376	Lanier One Bin Tray BN3130			
1	XG-PCS-15D	Power Filter			

TRADE-IN / EXCHANGE EQUIPMENT

Qty.	Description - Make, Model, Type, Etc.	Serial No.	ID No.	Net Allowance
1	MPC2003	E205M260650	35248	

SPECIAL INSTRUCTIONS:	TOTAL SALES PRICE	
Advanced Imaging Solutions agrees to satisfy City of Goshen's remaining lease obligation on the Lanier MP C2003 s/n E205M260650, ID# 35248.	LESS TRADE-IN ALLOWANCE	\$
	NET SALES PRICE	\$
	INSTALLATION / OTHER	\$ Included
	NETWORK CONNECTION CHARGE	\$ Included
FOR OFFICE USE ONLY	SALES TAX (IF TAX EXEMPT, ATTACH CERTIFICATE)	\$
<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved _____ / _____ / _____	TOTAL	\$
<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved _____ / _____ / _____	DOWN PAYMENT (CASH SALE) CHECK # _____	\$
<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved _____ / _____ / _____	NET AMOUNT DUE	\$

CUSTOMER ACCEPTANCE: Customer agrees to all the terms and conditions shown above and on the reverse side of this Agreement, that said terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement of both parties and not by course of performance.

There are no agreements or prices other than specified on this order. This order is subject to acceptance by Advanced Imaging Solutions, Inc. Management to be evidenced by invoice.

ACCEPTED: City of Goshen
 CUSTOMER'S NAME _____ CUSTOMER'S SIGNATURE _____ TITLE _____ DATE _____

MAINTENANCE AGREEMENT: (Must also be signed)

I have been presented with an Advanced Imaging Solutions, Inc. Maintenance Agreement and I Accept Decline

ACCEPTED: City of Goshen
 CUSTOMER'S NAME _____ CUSTOMER'S SIGNATURE _____ TITLE _____ DATE _____

DEAL ID: 16434

CONDITIONS OF CUSTOMER PURCHASE AGREEMENT

- (1) Customer acknowledges receipt of a copy of this Agreement. AIS has no obligation to customer until AIS accepts this Agreement by signing on the reverse side. It is agreed by the purchaser that this contract, when accepted by Advanced Imaging Solutions, Inc. hereafter referred to as seller, is not subject to cancellation or to any verbal agreement or condition not stipulated in writing on it and that
- (2) The title to the said goods shall not pass until the purchase price is paid in full, and said goods shall remain the property of seller, until that time. It is mutually agreed that the billing of said goods is for convenience only and does not carry title with it, and that
- (3) In case of default of payment or in case of removal of goods or any part thereof without the consent of the seller, or in the event the purchaser shall mortgage or part with the possession of said property voluntarily or involuntarily without the consent of the seller, the latter shall have the right to resume immediate possession of same wherever it may be found, and remove it with or without process of law, and may declare this agreement terminated and may retain all money paid hereunder as liquidated damages and rental for said goods. In the event a claim is placed in an attorney's hands for collection or in the event of litigation, a reasonable attorney's fee and costs shall be added thereto, and that
- (4) In the event that sale, use or rental of the merchandise herein is subject to any Federal, State, Municipal or other tax, now or hereafter enacted, the amount of such tax shall be added to the purchase or rental price.
- (5) Seller shall not be liable for any delay in shipment or for failure to deliver the goods covered hereunder, because of fire, strikes, war or other emergency, whether national or state, or due to other causes beyond its control.
- (6) All claims for shortage must be made within five (5) days from receipt of goods.

THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Customer Initials _____

Date _____



EQUIPMENT MAINTENANCE AGREEMENT

4070 MEGHAN BEELER COURT
SOUTH BEND, IN 46628-8411
P.O. BOX 745 46624-0745
PHONE: (574) 243-1096

6801 BROADWAY
MERRILLVILLE, IN 46410-3533
PHONE: (219) 736-8606

1400 AIRPORT N OFFICE PARK, STE. D
FORT WAYNE, IN 46825
PHONE: (260) 436-2625

4475 44TH STREET SE
GRAND RAPIDS, MI 49512
PHONE: (616) 647-4091

INSTALLATION ADDRESS		
Company Name: City of Goshen		
Address: 111 E Jefferson St Ste 2		
City: Goshen	State: IN	Zip: 46528
Contact: Suzie Hart	Telephone #: (574) 533-9365	

BILLING ADDRESS		
Company Name:		
Address:		
City:	State:	Zip:
Purchase Order No:	Purchase Order Date:	

EQUIPMENT BASE CHARGE(S):

BILLING PERIOD: Annual Semi-annual Quarterly Monthly

MAKE / MODEL	SERIAL NUMBER	I.D. NUMBER
Lanier IM C2500		
TOTAL EMA BASE CHARGE		\$ 223.38

SUPPLIES:

	INCLUDED	NOT INCLUDED	EXCESS TONER CHARGE: If toner is included in the EMA, the following condition applies: Applicable toner will be provided based on the manufacturer's current estimated yield (copies) per cartridge/bottle. Yields are based upon a 6% toner coverage on an 8 1/2" by 11" size copy. Any deviation from this yield may result in an additional charge and will be invoiced to the customer at the then current published company price for toner. Consumable prices subject to change without notice.)
BLACK TONER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
COLOR TONER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DEVELOPER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DRUM/OPC/PCU	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
INK	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
MASTERS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
PAPER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
STAPLES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

COPY/PRINT ALLOWANCE:

	COPY/PRINT ALLOWANCE	EXCESS COPY/PRINT CHARGE	BILLING PERIOD				
			Annual	Semi-annual	Quarterly	Monthly	Other
Black Copies	9,000	\$.0219	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Color Copies	300	\$.0876	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Masters			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Installation Date		Begin Mono Meter	
Effective Date of EMA		Begin Color Meter	
Sales/Service Rep	Portolesse	Begin Master Meter	

The term of this Agreement is 60 months from date of installation and will continue in effect for successive subsequent terms as indicated above, unless terminated by either party in writing not less than thirty (30) days prior to the date of expiration of any term.

Customer agrees to pay a supply shipping fee (.00065 per copy) on all supply inclusive Equipment Maintenance Agreements. _____ (Customer Initials)

CUSTOMER AUTHORIZATION OF EQUIPMENT MAINTENANCE AGREEMENT THIS AGREEMENT IS NON-CANCELLABLE	
Customer Name City of Goshen	
By: (Authorized Signature)	Date
Printed Signature Name	Title
APPROVED BY ADVANCED IMAGING SOLUTIONS, INC.	
By: (Authorized Signature)	Date

The billing period for the base charge selected above determines the invoicing cycle the customer will receive. The billing period for the copy / print allowance represents the invoicing cycle for all copies / prints made in excess of the allowance. At the conclusion of each copy / print allowance billing period, the customers' meter reading(s) will be taken and excess copies / prints will be invoiced (if applicable). The charge for these copies / prints will be calculated using the excess copy / print charge shown above. If the customer does not exceed the copies / prints allowed in the billing period, there will be no excess charge for that billing period and the meter reading(s) taken will become the beginning meter reading(s) for the new copy / print allowance billing period. No credits will be given when the copy count is below the copy / print allowance for that billing period. Customer agrees to the terms of this Equipment Maintenance Agreement and Advanced Imaging Solutions, Inc. agrees to provide maintenance/service for the equipment identified above, in accordance with the terms and conditions specified herein. No terms or conditions, expressed or implied, are authorized unless they appear on original of this agreement, signed by the Customer and Advanced Imaging Solutions, Inc. **THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES ON THE ORIGINAL OF THIS AGREEMENT. ADDITIONAL TERMS / INFORMATION**

DEAL ID: 16434

TERMS AND CONDITIONS – ALL DEVICES

1. GENERAL COVERAGE

- a. This agreement covers both the labor and material necessary for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment as listed on the front of this document except as hereinafter provided. This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances.
- b. Advanced Imaging Solutions, Inc. (hereafter referred to as "AIS") may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by AIS, or if parts, accessories or components not authorized by AIS are fitted to the equipment.
- c. The customer agrees to furnish a key operator who will assume all duties covered and described in the manufacturer's operator manual. The training and certification of said key operator(s) is the responsibility of AIS.
- d. An Equipment Maintenance Agreement (hereafter referred to as "EMA") is only available for equipment having a valid manufacturer's serial number, UL certification and an AIS identification tag.
- e. Equipment purchased from AIS that has been serviced other than on an AIS EMA basis for less than one year from the expiration date of the EMA, is eligible for conversion to an EMA, subject to a chargeable inspection and acceptance of the equipment condition by AIS. Equipment that has not been covered by an AIS EMA in the previous twelve (12) month period is eligible for conversion to an EMA subject to inspection and chargeable refurbishing of the equipment (if necessary).

2. SERVICE CALLS

Service calls under this agreement will be made Monday through Friday, between 8:00 a.m. and 5:00 p.m., at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. AIS shall have free access to equipment during the business hours stated above to perform service thereon. AIS reserves the right to cancel the EMA or have equipment brought to an AIS facility for service when service access is so restrictive as to diminish overall efficiency of the service staff.

3. LABOR SERVICES

- a. Services included in the EMA are labor performed during a service call including lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in Paragraph 5.
- b. Expenses incurred for supplies consumed in the course of service performed, damaged, or misused by the customer or AIS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- c. Services excluded from the EMA will be charged in accordance with AIS' time and material rates then in effect. Excluded services include but are not limited to: 1) Optional retrofits, 2) Service associated with relocation of equipment, 3) Installation of accessories, attachments or devices not included in the original purchase, 4) Performance of normal operator functions as described in the manufacturer's operator manual, 5) Repair of damage resulting from other than normal use (including acts of nature), 6) Increase in service time resulting from neglect or unique application or use beyond manufacturer's specifications of machine capability, 7) Computer hardware/software conditions resulting in AIS equipment malfunctions.

4. POWER (ELECTRICAL) CONSIDERATIONS

If AIS determines that the equipment covered by this maintenance agreement is not supplied with a "clean" power source (without spikes, sags, noise, etc.), then customer must provide, at their expense, the necessary changes needed to correct the problem with the incoming power source. This could include items such as dedicated power lines, U.L. approved power (line) suppressors, line regulators, etc. AIS assumes no responsibility for costs incurred to repair or replace equipment, including circuit boards, when damage to such was caused by an insufficient or faulty power source.

5. REPAIR AND REPLACEMENT OF PARTS

- a. All parts necessary to the operation of the equipment and subject to the general scope of coverage, with the exception of the items listed in 5b, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. The serviceability of parts will solely be determined by AIS. Replaced parts will be disposed of by AIS.
- b. The following hardware will not be covered under this contract including: doors, covers, hinges, operation panel, stands, wheels, castors, work tables, exit trays, document lids, ADF covers, paper cassettes, sheet by-pass, instruction manuals, etc., which may become broken, lost or damaged. Circuit board failures are not covered unless an AIS approved surge protection device is installed at the time of the initial installation in line with the listed equipment.
- c. When EMAs include the copy drum, AIS will determine when drum replacement is necessary due to normal wear and tear. Drums will not be replaced at the customers' request, or for scratches, marks, or other notable defects caused from customer neglect, abuse, or misuse. If drum replacement is necessary due to customer neglect, abuse or misuse, the customer will incur a prorated charge based on the published drum yield and the then current drum retail price. For all EMAs that do not include the copy drum, the drum will be replaced as requested by customer at the then current retail price.

6. RECONDITIONING

When in its sole discretion AIS determines that a shop reconditioning is necessary to keep the equipment in working condition, AIS will submit to the customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, AIS may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew the agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at the then current published labor rate.

7. RELOCATION OF EQUIPMENT

Customer will be liable for all costs associated with any equipment relocation requested by the customer. These costs will include applicable installation and removal charges, special rigging and technical representative and labor charges. AIS shall be under no obligation to provide service for any equipment that is relocated outside its geographical area of responsibility. AIS will assist the customer in obtaining service from other qualified service providers outside this area.

8. TERM

- a. This agreement shall be considered in force upon receipt by AIS of the initial maintenance charge (per billing period) provided on the reverse side hereof and shall continue for the term (length of) this agreement from the EMA effective date shown on the reverse side.
- b. To cancel this agreement either party must give the other party thirty (30) days written notice immediately prior to the date the agreement renews for a successive term. Unless notification is received to cancel at the end of the initial or successive term, AIS may, at its sole discretion, renew the EMA for successive similar periods at the prices, terms and conditions in effect at the time of renewal. During the agreement term, if copy usage changes dramatically either in application or volume, AIS reserves the right to notify the customer of termination of the agreement and to re-quote pricing, terms and conditions of a new agreement.
- c. This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment.

9. CHARGES

The initial monthly/quarterly/semi-annual/annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The monthly/quarterly/semi-annual/annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term upon receipt of AIS' invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. AIS may elect to change the base charge and/or copies / prints included in the base charge at the time of EMA renewal to more accurately reflect the customer's average copy volume for the billing period specified.

10. COST ADJUSTMENTS: At the end of the first year of this Agreement and once during each successive twelve month period, AIS may increase the base charge per billing period and/or the excess copy charge by a maximum of fifteen (15)% of the then existing charge.

11. BREACH OR DEFAULT

If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due, or the customer's account becomes delinquent: (1) AIS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates and (2) the customer agrees to pay AIS' costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder.

12. SUPPLIES

Products sold by AIS are designed to give excellent performance with AIS authorized supplies, including paper, developer, toner, ink and masters. If the customer uses supplies other than AIS supplies, and if such supplies are defective or not acceptable for use on AIS machines, and cause abnormally frequent service calls or service problems, then AIS may, at its' option, terminate this agreement. In that event, the customer will be offered service on a "Per Call" basis at published rates. It is not a condition of this agreement, however, that the customer use only AIS supplies. AIS has no obligation to provide supplies, on a supply inclusive EMA, beyond the commitment set forth on the front of this document. In the event that the EMA is canceled, all supplies delivered to the customer in excess of that commitment, become the property of AIS. The customer may either return the supplies to AIS or pay the then current published price to purchase the supplies. We will charge a monthly Supply Freight Fee to help offset our costs of delivering supplies to you under this Agreement.

13. NO WARRANTY

Other than the obligations set forth herein, AIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR PARTICULAR PURPOSE. AIS SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

14. MISCELLANEOUS

This agreement shall be governed by and construed to the laws of the State of Indiana applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of AIS and the customer.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE PARAGRAPHS ABOVE, NON-CONNECTED DEVICES

3. LABOR SERVICES

- c. 8) Replacement or repair of any network devices not directly involved with the walk-up copy/fax process (i.e. print controllers (internal or external), memory, printing systems, storage devices, (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, network harnessing or cards).

CONNECTED DEVICES

1. GENERAL COVERAGE

- a. Equipment as listed on the front including the controller, memory, printing systems, drivers, harnesses, wiring, hard drives, CD ROM drives, floppy disk drives, CD read/writers, mouse, monitors, keyboard, network harnesses that are directly attached to and purchased as part of the basic copier system

3. LABOR SERVICES

- c. 8) Service required after the initial installation, and/or after the end-user installs software, software updates or any changes to the operating systems are made. Any labor related to network related problems, not directly involved in the replacement or repair of items listed in Item 1 of this page. AIS will provide technical assistance at an additional prearranged hourly service rate for any labor required for repair or service on any items other than those stated in Item 1.
- d. AIS will provide technical support for thirty calendar days from the date of installation. After this thirty day period, all applicable technical support will be billed at AIS' then current network service labor rates, in fifteen minute increments for phone support, with a one hour minimum charge for on-site service calls.

5. REPAIR AND REPLACEMENT OF PARTS

- b. The following hardware will not be covered under this contract including: doors, covers, hinges, operation panel, stands, wheels, castors, work tables, exit trays, document lids, ADF covers, paper cassettes, sheet by-pass, instruction manuals, CD's and drivers etc., which may become broken, lost or damaged. Circuit board failures are not covered unless an AIS approved surge protection device is installed at the time of the initial installation in line with the listed equipment.

Customer Initials: _____

Date: _____



CONNECTED EQUIPMENT INSTALLATION AGREEMENT

Check One: <input type="checkbox"/> Demo/Trial <input checked="" type="checkbox"/> Sale/Installation	Account Executive: Kathy Portolese	AIS Office: South Bend	Date: 1/26/2021
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IMPORTANT: Please keep this document with the machine. This document will be removed by Advanced Imaging Solutions personnel upon completion of installation and training. Thank you.

CUSTOMER INFORMATION		EQUIPMENT INFORMATION	
Company Name: City of Goshen		Make: Lanier	
Address (Equipment Location): 111 E Jefferson St Ste 2		Model: IM C2500	
City, State, Zip: Goshen, IN 46528		ID #:	
Dept., Bldg., etc.:		Accessories: Fax Option, Paper Feed, One Bin Tray,	
Contact Name: Suzie Hart		Power Filter	
Title: Director			
Phone: 574-533-9365		Email: suziehart@goshencity.com	
IT Contact Name: <i>Suzie Hart</i>		Title: <i>Same</i>	
Phone: <i>574-533-9365</i>		Email: <i>Same</i>	
If Outsourced, IT Co. Name & Phone #:		Electrical Requirements:	
Steps: <input type="checkbox"/> Yes # <input type="checkbox"/> No		<input checked="" type="checkbox"/> <50PPM <input type="checkbox"/> 50-80 PPM <input type="checkbox"/> 81+ PPM <input checked="" type="checkbox"/> 120V 15amp <input type="checkbox"/> 120V 20amp <input type="checkbox"/> 220V 20amp	
Elevator accessible: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Trade-in: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Comments:		Make/Model: Lanier MPC2003 ID#35248	
		Select One: <input type="checkbox"/> One trip - pick up when new unit is delivered, one time delivery & pick-up charge. <input type="checkbox"/> Two trips - pick up after new unit is completely installed and training is completed. NOTE: Requires standard installation charge(s) AND additional \$80 pick-up charge.	

RESPONSIBILITIES AND PRICING:

This document is used to provide a complete description of responsibilities by both Advanced Imaging Solutions, Inc. (AIS) and the Customer prior to and during the installation process. AIS agrees to provide standard or network connection and product installation services to the Customer named on the front of this Agreement for the equipment specified in this Agreement. The Scope of Work for a STANDARD connection using a parallel/USB/Ethernet connection includes connecting directly to one computer workstation and loading print drivers to that one computer workstation. A NETWORK connection includes connecting the digital copy/print/scan/fax device and loading drivers to the Customer's approved network. AIS intends to provide the highest level of products and services during the connected product installation project. AIS is not responsible for any PC/server configuration, maintenance, troubleshooting issues that are not directly related to the installation of the connected product.

1. AIS RESPONSIBILITIES FOR CONNECTED INSTALLATIONS

- An AIS Technical Support Specialist will interview the Customer's network administrator (or equivalent as identified on the Site Survey) in an attempt to identify the various software applications in use on the Customer's network(s) and workstations. AIS does not guarantee the compatibility of all application programs with the print/scan/fax capabilities of the digital devices. AIS will configure and test print/scan functionality as specified by the manufacturer.
- Install all necessary hardware on the print device, in accordance with manufacturer's specifications.
- Connect the product to an active network port using a cable provided by the Customer.
- Configure the connected product based on information provided on the Connected Equipment Installation Agreement (CEIA) by the Customer's computer support staff.
- Provide training for 1 Network Administrator on the date of installation for a maximum duration "NOT TO EXCEED 2 HOURS". Additional time can be added at AIS' current hourly time and material rate. Training will cover how to connect the print device to the customer's network, installing the printing/scanning/faxing software at the server level from a desktop operating environment and the general use and functionality of print drivers and applicable fax drivers in applications during the installation of the device, equipment and software on the date of installation only.
- Verify proper operation of all printing functions, options and configurations on the connected product.

2. CUSTOMER RESPONSIBILITIES FOR CONNECTED INSTALLATIONS

- Provide network configuration information on Page 4 of this agreement for the connected product based on the Customer's network environment. The requested information must be completed in its entirety.
- Provide an **active and tested** network port and/or telephone line to be used for the connected product.
- Provide an **active and tested** network or printer cable to be used to connect the printer to the network or individual workstation.
- Ensure that a computer support staff member is available at all times during the installation process. Due to the customization and variations of non-Windows environments (i.e. UNIX, Novell, Citrix, MAC, or Host environments) the appropriate network administrator or third party I.T. support provider **MUST** be available during the entire connection installation.
- Prepare installation site, environment, and electrical power, per equipment manufacturer's specifications.
- Provide a key operator at completion of installation for AIS to schedule training with.
- Setup print configuration within end-user application software.

3. CONNECTION FEES

Connection fees include up to two (2) hours of the Technical Support Specialists time per type of connection shown below. If the installation requires more than the allotted time due to extensive work required or circumstances beyond the control of AIS, the Customer will be billed at AIS' current hourly rate.

Check One:	Device	Type of Connection	Flat Fee
<input type="checkbox"/>	Black & White or Color MFP, or A4	Standard	\$125.00
<input type="checkbox"/>	Black & White or Color MFP, or A4	Network	\$250.00
<input type="checkbox"/>	Printer Premium Connect	Network	\$199.00
<input type="checkbox"/>	Digital Duplicator	Standard	\$125.00
<input type="checkbox"/>	Digital Duplicator	Network	\$250.00
<input type="checkbox"/>	Large Format Product	Custom	\$250.00
<input type="checkbox"/>	Color with Fiery or Creo RIP *	Custom	* Scope of Work Required

All services performed at the time of installation are final upon completion of this project.

Any additional installation or set-up services required at a future date will be billed at AIS' current hourly rate.

All software and software enablers (i.e. I.C.E., Streamline NX, Cloud, etc.) require a S.O.W.

Deal ID: 16434

4. AUTOMATED PRINT TRACKING/METER READING PLAN

I authorize AIS to install software that will automatically collect and report print/copy meter readings to Customer and AIS for invoicing purposes. There is no charge for this software as long as Customer keeps the Equipment in service.

Select One: Accepted
 Declined (If declined, Customer agrees to pay a meter retrieval fee of \$25.00 per device per month.)

5. TRAINING

Ninety (90) minutes of training on basic functions, which is outlined on the proceeding page, is included free of charge for each connected print device. Basic function training (free) includes Equipment functionality as follows:

- a. Loading toner, staples, paper
- b. Removing paper jams
- c. Duplex, sorting, stapling, reduction & enlargements
- d. Faxing, scanning, print driver training

If more than ninety (90) minutes of training are requested because of special Customer needs or applications, advanced training will be charged at a rate of \$125.00 per hour (invoiced in quarter hour increments). This would include; but is not limited to, the Advanced Solutions listed on the proceeding page.

Select One: I would like Basic Function Training only.
 In addition to Basic Function Training, I would like Advanced Training.
I understand there is an additional charge for Advanced Training.

TERMS AND CONDITIONS

1. All work shall be performed in a workman-like and professional manner.
2. Customer is responsible for software installation and configuration at the server level. AIS will assist Customer's Network Administrator with server software installation and configuration.
3. Customer hereby acknowledges that it has requested AIS to install software and drivers specific to the operational functions of the digital device on the Customer's computer. Customer acknowledges that AIS has no knowledge or control over the application software currently operating or the environment in which it operates, and that some software; including the existing software on the Customer's computer, may contain configurations or algorithms which are incompatible with the functionality of the Equipment. Because these and other factors are beyond the control of AIS, there are risks associated with the installation of the Equipment, including; without limitation, the risk that data on the computer may be damaged, lost, or deleted. **The Customer agrees to totally and fully assume said risk.**
4. Customer acknowledges that it is advisable and the sole responsibility of the Customer prior to installation or service of the products, to back up all data contained on the computer which Customer, in its sole discretion deems necessary. This includes; without limitation, all directories, sub-directories and partitions. If data is damaged, lost, or deleted, the Customer is responsible for restoring such data to the computer. Under no circumstances will AIS be responsible for any loss of data.
5. Before installation, AIS will attempt to assess the compatibility of the components (based on AIS' experience with Equipment and by referencing information supplied by Equipment and software manufacturers), in order to estimate compatibility. AIS makes no warranties or guarantees about compatibility of Equipment with network or workstation software applications; and assumes no liability for any problems or damages that may result.
6. Changes to the operating environment are specifically beyond the scope of this Agreement. Changes including, but not limited to; changing operating systems, network software, workstation software, hardware, etc. may result in loss of functionality due to incompatibility. Such changes may necessitate adjustment of configuration settings to restore functionality. Services to attempt to restore functionality shall be billable at AIS' current network service rates, and are not included as part of the services of this Agreement.
7. For connected color systems, color calibration services are not included under this Agreement.
8. AIS will provide phone support for a period of thirty (30) calendar days after the installation. After the thirty (30) day period, telephone support will be billed at AIS' current network service labor rates in fifteen (15) minute increments.
9. Customer understands that Equipment manufacturers may issue modifications or upgrades to the Equipment software or drivers. Customer agrees that installation service for such modifications or upgrades is not covered under this Agreement. Such installation service is available at AIS' current network service rates.
10. Any requests for services beyond the scope of this Agreement shall be billable at AIS' current network service labor rates.
11. AIS' aggregate maximum liability relating to services under this Agreement (regardless of form of action; whether in contract, negligence, or otherwise) shall be limited to the charges paid to AIS under this Agreement. If the value of these services is not specified or is not included in the sale of new Equipment, then the agreed value of these services is \$250.00. Neither of us will be liable for consequential or punitive damages (including lost profits or savings) even if aware of their possible existence.
12. The validity and interpretation of any of the terms or provisions of this Agreement, or of the rights or duties of any of the parties named herein; shall be governed by the laws of the State of Indiana. The Customer further agrees that St. Joseph County, Indiana shall be the valid and proper venue for any actions filed in connection with the rights and obligations of the parties to this Agreement.
13. In the event of any breach of this Agreement by the Customer; AIS shall be entitled in addition to such other relief as may be granted to reasonable attorney fees, court costs and other expenses incurred by reason of Customers' breach.

CUSTOMER ACCEPTANCE OF AGREEMENT and LIABILITY WAIVER

I (Customer) have read this Connected Equipment Installation & Support Agreement in its entirety and agree to fulfill the Customer responsibilities, as well as understand AIS' responsibilities during the installation. I am authorizing and consenting to allow an AIS System Support Engineer to work on all necessary hardware and software that is related to the installation of the AIS connected product. AIS or the System Support Engineer will not be held liable for any loss of data or hardware failure of any kind during this installation process. By signing this Agreement, Customer agrees to the Connected Equipment Installation and Support Agreement Terms and Conditions.

Signature	Printed Name	Title	Date

CUSTOMER DECLINES NETWORK INSTALLATION

I (Customer) do not wish for AIS to assist in the installation or configuration of the software and drivers specific to the operational functions of the digital device described herein; and by signing below, I decline all services related to the network installation. If I (Customer) require assistance at a later date, I agree to be charged the hourly rate consistent with AIS' then current network service rates.

Signature	Printed Name	Title	Date

SCHEDULE B

Make: Lanier	Model: MP C2003	Location:	Customer Name: City of Goshen	IP Address:
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SOLUTIONS TO BE INSTALLED: To be completed by Customer IT Representative (not necessarily the decision maker) and AIS Sales Executive and verified by the signature of each party. If the below two (2) signatures are not received and the AIS Service Technician is required to make a second visit, the Customer is responsible for additional network charges.

Customer IT Representative Signature: _____
(If IT is Outsourced, see Page 1 for Contact Information)

AIS Representative Signature: *Kathy Padgett*

SOLUTIONS TO BE INSTALLED	INSTALLATION COMPLETE	TRAINING COMPLETE
BASIC PRINT FUNCTIONS:		
<input type="checkbox"/> None	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> PCL <i>6 workstations</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> PS	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> UFR II	<input type="checkbox"/>	<input type="checkbox"/>
BASIC SCAN FUNCTIONS:		
<input type="checkbox"/> None	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Email	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Folder	<input type="checkbox"/>	<input type="checkbox"/>
BASIC FAX FUNCTIONS:		
<input type="checkbox"/> None	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forwarding Email <i>Basic</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forwarding Folder	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> LAN-FAX Driver	<input type="checkbox"/>	<input type="checkbox"/>
ADVANCED SOLUTIONS		
(*Requires a Completed & Enclosed SOW):		
<input type="checkbox"/> Print from a Mac/Smart Phone/Tablet *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cloud Printing *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Google Gmail Printing	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> eCopy ShareScan	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Streamline NX *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> User Codes	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Windows - Defaulting to B/W	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> I.C.E *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Mobile Print *	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Color Calibrations for Fiery Device(s)	<input type="checkbox"/>	<input type="checkbox"/>

**REQUIRED TRAINING FOR ALL INSTALLATIONS:
PROCEDURE TO BACK UP ADDRESS BOOKS**

<input checked="" type="checkbox"/> Ricoh Devices Utilizing Web Image Monitor	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Canon Devices Utilizing Remote User Interface (RUI)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Samsung Devices	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> HP Devices	<input type="checkbox"/>	<input type="checkbox"/>

**INDICATE LOCATION CUSTOMER CHOSE TO
BACK UP AND STORE ADDRESS BOOK:**

Location: _____
AIS is not responsible for maintaining or restoring data contained in the customer's address book.

Customer's Signature _____ Date _____

VERIFICATION OF TRAINING: Training to be conducted by AIS Trainer and/or AIS Account Executive. By signing below, Customer verifies training has been completed to their satisfaction. Further training requests may result in additional charges.

VERIFICATION OF TRAINING			
PRINTED NAME	SIGNATURE	DATE	

Date	Arrival Time	Departure Time	Total Time
/ /	:	:	:
/ /	:	:	:

AIS Trainer and/or Account Executive Signature: _____

Install, Connection and/or Solutions Installation Completed By:

Date	Arrival Time	Departure Time	Total Time
/ /	:	:	:
/ /	:	:	:
/ /	:	:	:

AIS Installing Technician Signature _____ Date _____



AIS NETWORK CONNECTIVITY SITE SURVEY

Company Name: _____	<input type="checkbox"/> For Current Customer
Address / Location: _____	<input type="checkbox"/> For ZBA Pre-Visit
Phone Number: _____	

- Host Name: _____
- IP Address (static): _____
- Subnet Mask: _____
- Gateway: _____
- DNS: _____
- Domain Name: _____
- SMTP Server / IP Address: _____
- SMTP Port: _____
- SMTP User Name: _____
- SMTP Password: _____
- Shared Folder Path: _____
- Folder Credentials Login: _____
Password: _____
- Address Book Backup Location: _____

Notes:

**The above information is required for a complete connection installation.
Please return this document to customercare@advancedimaging.net**

Completed / Reviewed by Advanced Imaging Solutions Technical Support Specialist.

Service Technician Name: _____ Date: _____

Form ST-105

State Form 49065 R4/ 8-05

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft. Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

Section 1 (print only)
Name of Purchaser City of Goshen
Business Address 111 E. Jefferson Street Ste 2 City Goshen State IN Zip 46528
Purchaser must provide minimum of one ID number below.*
Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate. TID# (10 digits) LOC# (3 digits)
If not registered with the Indiana DOR, provide your State Tax ID Number from another State. State ID# State of Issue
*See instructions on the reverse side if you do not have either number.

Section 2
Is this a [] blanket purchase exemption request or a [] single purchase exemption request? (check one)
Description of items to be purchased.

Section 3
Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)
[] Sales to a retailer, wholesaler, or manufacturer for resale only.
[] Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.
[] Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
[] Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT#
[] Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.
[] Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).
[] Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).
[] Sales to the United States Federal Government - show agency name. Note: A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.
[] Other - explain.

Section 4
I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.
I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.
Signature of Purchaser Date
Printed Name Title

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Form ST-105
General Information and Instructions

All four (4) sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1 Instructions

- A) **This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID# - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID#, a resident state's business license, or State issued ID# must be provided.
- B) **Exceptions** - For a purchaser not possessing either an Indiana TID# or another State ID#, the following may be used in lieu of this requirement.
 - Federal Government** – place your FID# in the State ID# space.
 - Farmer** – place your SS# or FID# in the State ID# space.
 - Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SS# or FID# in the State ID# space.
 - Nonprofit Organization** – must show its FID# in the State ID# space.

Section 2 Instructions

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3 Instructions

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4 Instructions

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID#) is a ten (10) digit number followed by a three (3) digit LOC#. The TID# is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID# (10 digits) and the LOC# (3 digits) at the top right of the certificate.



AGREEMENT NO.

LANIER

provided by:



REQUEST FOR CERTIFICATES OF INSURANCE (LIABILITY & PROPERTY COVERAGE)

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	Any leased or rented equipment through U.S. Bank.
Agent:	
Address:	
Phone:	
Fax:	
E-mail:	

Insurable Value: Blanket.

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Liability Coverage:** Customer must carry **COMMERCIAL GENERAL LIABILITY** insurance in the amount of no less than \$500,000. Creditor **AND/OR ITS ASSIGNS** shall be listed as **ADDITIONAL INSURED** on such policy.
- Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.
- The Certificate Holder on the above-referenced policies shall be listed as follows:

U.S. Bank Equipment Finance **AND/OR ITS ASSIGNS**
1310 Madrid Street
Marshall, MN 56258
- Please fax a copy of the above-referenced Certificates of Insurance to 866-405-8329, referencing Agreement # _____ on the fax cover sheet, as soon as possible.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

City of Goshen

Customer

X

Signature

Title

Date

Deal ID: 16434

*CUSTOMER: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.



AGREEMENT NO.



STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____, dated 1/26/2021, between City of Goshen, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

City of Goshen

Customer

X

Signature

Title

Date

DEAL ID: 16434

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LANIER

AGREEMENT NO.

provided
by: **usbank**
EQUIPMENT FINANCE

DELIVERY & ACCEPTANCE CERTIFICATE

Customer certifies that the Equipment listed below has been furnished, that delivery and installation has been fully completed and is satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon Customer's signing below, Customer's promises in the Agreement will be irrevocable and unconditional in all respects. Customer understands and agrees that Lessor/Secured Party has paid for the purchase of the Equipment from the Supplier, and Customer may contact the Supplier for Customer's warranty rights. If the Agreement is a lease, Lessor transfers any warranty rights to Customer for the term of the Agreement (or until Customer defaults). If the Agreement is a loan, Customer may receive warranty rights from the Supplier upon the purchase at the start of the term. Customer's approval as indicated below of Lessor's/Secured Party's payment for the purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of the Agreement.

City of Goshen

Customer

X

Signature

Title

Date

Deal ID: 16434

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



www.advancedimaging.net

TRUTH IN LEASING DISCLOSURE STATEMENT
Effective 12/1/2017

Dear Customer:

As a valued customer, Advanced Imaging Solutions believes in sharing with you exactly what you can expect when you finance your new equipment through us.

Once your equipment is installed and you have signed the Delivery Acceptance, your Agreement will begin and you can expect the following:

- GENERAL POLICIES: Upon your request within thirty (30) days we will provide you with executed copies of your agreement.
ORIGINATION FEE: A one-time documentation/origination fee of up to \$125.00 may be applicable.
UCC FILING: UCC Filing Fee of \$35.00 may be applicable.
PERSONAL PROPERTY TAX: Leases with a Fair Market Value purchase option, Equipment Rental Agreements and Cost-per-Copy Usage Agreements are taxable to Advanced Imaging Solutions, Inc.
INSURANCE COVERAGE: Your agreement requires you to provide and maintain insurance coverage against risk of loss for your equipment.
TRANSITIONAL BILLING/EFFECTIVE DATE: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of the Equipment Rental Agreement(s) and Cost-Per-Copy Agreement(s) will be on the twenty-fifth (25th) day of the month following installation.
SUPPLY FREIGHT FEE: Equipment Rental Agreements and Cost-Per-Copy Usage Agreements with supplies included will incur a freight and handling charge of \$.00065 per copy.

Questions or concerns should be directed to the Leasing Coordinator at our corporate office in South Bend, Indiana (574-243-1096 or 800-332-6793).

Finally, you will always receive prompt, courteous, professional and fair treatment from us. It is the foundation that our company was founded on and we take the concept of "World Class Customer Service" very seriously.

Sincerely,

Handwritten signature of Stephen Klatt

Stephen Klatt
President
Advanced Imaging Solutions

Customer's signature below acknowledges acceptance of the terms and conditions of this Truth in Leasing Disclosure Statement.

City of Goshen
Account Name

Signature

DEAL ID: 16434

Date



APPLICATION NO.

AGREEMENT NO.

LANIER

provided by:



Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

SUPPLIER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO., listing equipment details like Lanier IM C2500 Digital Color System.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
See attached Schedule A

TERM AND PAYMENT INFORMATION

Form with fields for number of payments (60), payment amount (\$186.72), and notes about sales tax and applicable taxes.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing.
Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for U.S. Bank Equipment Finance, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Form for Customer Acceptance with fields for City of Goshen, SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects.

Form for Delivery & Acceptance Certificate with fields for City of Goshen, SIGNATURE, TITLE, and ACCEPTANCE DATE.

Deal ID: 16434

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



**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

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Date: February 24, 2021
Re: Agreement with Peerless Midwest, Inc. d/b/a Suez Advance Solutions

The City seeks to investigate the possible expansion of the Kercher Wellfield, including the evaluation of environmental reports, evaluation of interference between wells, and possible contamination found in the area. The City wishes to contract with Peerless Midwest, Inc. d/b/a Suez Advance Solutions to provide these services.

The services included in this Agreement shall be completed within twenty five (25) to one-hundred eighty (180) days after notice to proceed, depending on contract options Peerless performs, and the total cost for all work shall not exceed One Hundred Twenty Five Thousand Three Hundred Eighty Dollars (\$125,380.00).

Suggested Motion: Move to enter into an Agreement with Peerless Midwest, Inc. d/b/a Suez Advance Solutions to investigate soil and groundwater conditions at or near the City's Kercher Wellfield at a cost not to exceed One Hundred Twenty Five Thousand Three Hundred Eighty Dollars (\$125,380.00) with all services to be completed within twenty five (25) to one-hundred eighty (180) days after notice to proceed.

AGREEMENT

Develop Kercher Wellfield

THIS AGREEMENT is entered into on this ____ day of March, 2021, between Peerless Midwest, Inc. d/b/a Suez Advance Solutions, 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 seeks to study the expansion of the groundwater supply at its Kercher Water Treatment Plant Well Field.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to provide a study for the possible expansion of the groundwater supply at its Kercher Water Treatment Plant Well Field.

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 Phase I and Phase II Environmental Site Assessment (ESA) reports prepared by others for the former TruGreen Facility located at 1511 Eisenhower Drive North in Goshen.
- Provide environmental reports prepared by others for the Flair Interiors, Inc. site (State Cleanup ID 2011-25-218) located west of the Kercher wellfield.

SCOPE OF SERVICES

Consultant shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner a study of the possible expansion of the groundwater supply at its Kercher Water Treatment Plant Wellfield.

Consultant’s work shall include Task 1 and Task 2, and possibly Task 3, Task 4, and Task 5 if City directs Consultant to perform such Tasks, all described as follows:

Task 1 – Environmental Review/Risk Assessment

Consultant will review the Phase I and Phase II Environmental Site Assessment (ESA) reports prepared by others for the former TruGreen Facility located at 1511 Eisenhower Drive North in Goshen. The review will identify any potential data gaps and environmental risks associated with the property. Consultant will prepare a letter report summarizing the review and include recommendations related to property purchase.

Task 2 – Evaluation of Interference Pumping/Safe Yield

Consultant will evaluate the interference and safe yield associated with plugging existing Well 12 and adding three additional production wells at the Kercher Wellfield. Consultant will utilize former aquifer performance test results at the wellfield, and in conjunction with the modeling software Aqtesolv and proposed new production wells mapped by Abonmarche, estimate interference and safe yield of existing Wells 13 and 14 and three proposed new production wells. The results of the Aqtesolv modeling will be provided in a letter report.

Task 3 – Contaminant Transport Modeling, Flair Industries

Consultant will review environmental reports prepared by others for the Flair Interiors, Inc. site (State Cleanup ID 2011-25-218) located west of the Kercher Wellfield. The report review will be used to assess groundwater contaminants, flow direction, aquifer properties, and the lateral and vertical extent of any groundwater plume(s) at the Flair site.

Following the environmental review, Consultant will prepare georeferenced base maps of the groundwater plume(s) and provide a summary of aquifer properties at the Kercher Wellfield and the Flair Site. The mapping and aquifer summary will be used to construct an analytical element model using the modeling software GFLOW. GFLOW will be used to construct a relatively simple two-dimensional, uniform flow model that incorporates the proposed Kercher Wellfield build out design, variable aquifer properties (if present), and particle tracking from specified locations and multiple depths. The model will be used to assess potential impacts from nearby groundwater plumes associated with the Flair Site during maximum pumping periods at the Kercher Wellfield at full build out.

Consultant will prepare a brief report of the modeling results.

Task 4 – Test Drilling

Consultant will drill three test borings at the Site to the base of the sand and gravel aquifer estimated at a depth of approximately 225 feet below grade. To meet IDEM sanitary setback requirements locations should provide for a minimum of 100 feet of separation from roads, parking lots, storm and sanitary sewers and any other potential contaminant sources. Consultant will meet at the Site with a representative of Goshen Utilities to identify optimal test drilling locations that meet sanitary setback criteria. Once the wells are staked, Consultant will call in underground locates and obtain any required county permits prior to drilling.

Drilling activities will be completed using the direct rotary drilling method. A licensed Consultant hydrogeologist will be onsite to perform drilling oversight and collect formation samples for sieve analysis. If significant sand and gravel aquifer material is encountered at the test boring locations, test wells will be installed. The test wells will be 6 inches in diameter and constructed with Schedule 40 PVC casing and 10 feet of stainless-steel wire wrapped screen. Once completed, the test wells will be developed with compressed air until groundwater is clear.

Consultant will install test pumps at each test well and perform brief step drawdown pumping tests to evaluate aquifer performance. Near the end of test pumping, groundwater sampling for VOCs, IOCs, SOCs and general water quality parameters including iron, manganese, and ammonia will be performed.

Production wells will be designed for up to 3 locations using the sieve analyses results, test pumping results, and laboratory analytical data. Consultant will provide the City Utility with a report that includes a summary of test drilling activities and production well design.

Task 5 - Permitting

Consultant will stake the test/production well locations and complete the Indiana Department of Environmental Management (IDEM) required New Well Site Survey (NWSS) and Construction Permit (CP) applications. The estimated time for IDEM approval of the NWSS and CP is 60 to 90 days.

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 work 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 work is an important element of this Agreement. Consultant shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project. Consultant's work on the project shall begin work upon receipt of notice to proceed, and shall be completed within One Hundred Eighty days from notice to proceed.

COMPENSATION

The City agrees to compensate Consultant for the services described in this agreement in accordance with Consultant's actual hours worked on the project for an amount not to exceed One Hundred Twenty Five Thousand Three Hundred Eighty Dollars (\$125,380.00), with hourly rates of One Hundred Thirty Dollars (\$130) per hour for hydrogeologic professional services and One Hundred Five Dollars (\$105) per hour for field crew (drilling and test pumping in Task 4), portal to portal. These are straight time rates, which include up to eight (8) hour days. For Saturday or overtime work, the charges would be time and one half. For Sundays and holidays, the charges would be at double time.

The total not to exceed amount shall be broken down by the Tasks described above according to the table below. Upon receiving a notice to proceed, Consultant shall perform Task 1 and Task 2. Upon the completion of Task 1 and Task 2, the City will decide whether additional professional services detailed below are required. If the City directs Consultant to perform Task 3, then upon the completion of Task 3, the City will decide whether additional professional services detailed as Tasks 4 and 5 are required. Consultant shall only be entitled to compensation for actual hours worked on Task 1 and Task 2, plus any additional Tasks the City asks Consultant to perform pursuant to a formal notice to proceed.

[Summary of Tasks table on following page].

Task	Description	Summary of Tasks	Estimated Cost	Estimated Schedule (Days)
1	Environmental Review/Risk Assessment	Review Phase I and Phase II ESAs and prepare letter report	\$2,600	10
2	Evaluation of Interference Pumping/Safe Yield	Aqtesolv modeling and reporting	\$3,900	15
3	Contaminant Transport Modeling, Flair Industries	Background review for Flair site, develop GFLOW model, perform particle tracing to evaluate risk to well field at full buildout	\$8,450	20
4	Test Drilling	Drill and construct three 6-inch diameter test wells to 225 feet	\$67,500	45
		Install test pumps, perform drawdown tests	\$13,160	
		Laboratory sample analyses (general chemistry, VOCs, IOCs, & SOCs) (3 events)	\$9,600	
		Hydrogeologic oversight includes staking wells, drilling oversight, prepare well logs, sieve analysis, production well design, groundwater sampling, data reduction, reporting	\$12,870	
5	IDEM Permitting	Stake wells, meet with IDEM on site, prepare and submit New Well Site Survey Application (NWSS) (only one time for 3 wells)	\$3,400	30
		Construction Permit (assumes all 3 production wells are permitted at the same time)	\$3,900	60
Estimated Total			\$125,380	180

Payment(s) to Consultant for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for work 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 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, 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 perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, 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, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any 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 Consultant:

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

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

- (1) 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.
- (2) 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.
- (3) 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**

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

Jeremy P. Stutsman, Mayor

Michael Williams, Sales Manager

Michael Landis, Member

Date: _____

Mary Nichols, Member

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

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Date: February 24, 2021
Re: Agreement with Roberts Environmental Services LLC

The City seeks to investigate soil and groundwater conditions at or near its Kercher Wellfield as part of planning for possible expansion of the wellfield. The City wishes to contract with Roberts Environmental Services LLC to provide these services.

The services included in this Agreement shall be completed within ninety (90) days after notice to proceed and the total cost for all work shall not exceed Fifteen Thousand Six Hundred Fifty Dollars (\$15,650.00).

Suggested Motion: Move to enter into an Agreement with Roberts Environmental Services LLC to investigate soil and groundwater conditions at or near the City's Kercher Wellfield at a cost not to exceed Fifteen Thousand Six Hundred Fifty Dollars (\$15,650.00) with all services to be completed within ninety (90) days after notice to proceed.

AGREEMENT

2021 Limited Soil and Groundwater Screening at 1511 Eisenhower Drive North

THIS AGREEMENT is entered into on this ____ day of March, 2021, between Roberts Environmental Services, 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, City seeks to investigate soil and groundwater conditions at or near its Kercher Wellfield;

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to perform a limited soil and groundwater screening investigation at 1511 Eisenhower Drive North, Goshen, Indiana.

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 consist of performing a limited soil and groundwater screening investigation at 1511 Eisenhower Drive North, Goshen, Indiana, more fully described as follows:

To further investigate various detections of volatile organic compounds ("VOCs"), nitrates, and pesticides/herbicides that were identified in soil and groundwater samples previously collected at the Site in 2019 (ROBERTS Project No. 19-10748-10). Consultant's screening investigation will only focus on soil and groundwater sampling at specific locations because the proposed analytical parameters will be limited to include contaminants of concern ("COCs") that were previously detected during a recent subsurface investigation at the Site. This screening investigation is not designed to determine the full "nature and extent" of contamination that might be disclosed at the Site, nor will all depths beneath the Site be screened for potential COCs. As such, this screening-level investigation may identify the need for further sampling and/or remediation that is not included in this proposal.

Consultant will utilize its in-house Geoprobe® 6620DT for the sampling activities (no mobilization charges). The proposed sampling locations are depicted on the attached Exhibit A. These locations are approximate only and may be altered somewhat due to utilities or other considerations. Prior to any work commencing on the Site, the Indiana Underground Plant Protection Service ("IUPPS") will be contacted at least 48-hours prior to any subsurface Site work. Utilities or other subsurface features that may interfere with Site activities and are not marked by IUPPS will be the responsibility of the Site owner. Consultant and/or its' subcontractor will not be responsible for any damage or lost production due to inadequately or unmarked utilities.

Soil Borings & Groundwater Sample Points. Consultant shall install two (2) additional soil borings at the Site using direct-push methods. Each soil boring will be advanced into the groundwater to an approximate depth of 15-feet below surface grade ("bsg"). Soil samples will be collected continuously from each boring in 4.0 to 5.0-foot intervals. Soil samples will be screened for indications of possible contamination through visual inspection and field screening with a photoionization detector ("PID"). Soil samples collected from the unsaturated zone/vadose zone (i.e., above the water table) in which indications of potential contamination are noted will be containerized for possible analysis. Up to two (2) soil samples will be submitted for lab analysis (1 per boring). One (1) groundwater sample will be collected from each of the two (2) soil borings using temporary PVC screens. Each groundwater sample point will be set at a depth that allows the screened interval to straddle the groundwater surface. After installation, each

groundwater sample point will be purged of at least one (1) screen volume or until the purged groundwater is relatively free of suspended solids. Once purged, each groundwater sample point will be sampled using a peristaltic pump with dedicated tubing.

Initial Geologic Boring. Consultant shall complete one (1) initial geologic boring to a depth of approximately 40-feet bsg. The geologic boring will be advanced at the location of the shallow monitoring well installation (see below). The ultimate depth of the geologic borings will depend on the location-specific geology. Well logs from test wells and production wells at the Kercher Wellfield indicate an approximately 20-foot thick clay to silty clay layer exists at depths of approximately 37 to 42-feet below grade near the Site. As an example, if a significant confining unit (i.e., predominant fine-grained formation such as clay, silty-clay, silt with clay, or silt) is encountered at a depth of 35-feet bsg, the boring will be terminated at 35-feet bsg and will not fully penetrate the fine-grained potential confining unit. The boring will be advanced utilizing discrete sampling techniques. Soil samples will be collected continuously from the geologic boring in 4.0 to 5.0 foot intervals. The geologic information will help determine appropriate groundwater sample collection depths during subsequent deeper vertical groundwater sampling activities at the Site (see below). No soil or groundwater samples will be collected from the geologic boring for analysis.

Shallow Monitoring Well Installation. Consultant shall install one (1) shallow, water table, monitoring well at the Site (see attached figure). The monitoring well will be used to monitor water levels in the shallow aquifer during future deep aquifer production well test pumping events in order to potentially evaluate connectivity between the shallow and deep aquifers. Consultant will coordinate with City regarding possible use of the City's well for this purpose. The monitoring well will be installed using Consultant's Geoprobe® 6620DT following IDNR regulations (312 IAC 13) and IDEM guidance (Waste-053-NPD) with oversight by one of Consultant's Indiana licensed Water Well Drillers. A 10-foot long, 1.0-inch diameter, pre-packed well screen will be utilized to complete the well. The permanent monitoring well will be finished with a flush-mount cover that is cemented in place and a water-tight well cap secured with a lock. An upright procover or "stick up" well covers may also be utilized, if desired. The monitoring well will be developed to help ensure connectivity with the aquifer and remove sediment particulates. An Elkhart County Health Department ("ECHD") Well Permit will be required before installation and will be obtained by Consultant.

Vertical Aquifer Screening ("VAS"). In order to evaluate if contaminants are potentially migrating to deeper depths within the unconfined aquifer, vertical aquifer screening ("VAS") will be performed at two (2) locations (near previous locations B-3 and B-5). Groundwater samples from two (2) deeper zones within the aquifer will be collected via a Geoprobe® Screen Point 16 ("SP16") system, which consists of a 42-inch long stainless-steel screen. The screen is sheathed until the desired sampling depth is reached at which point the screen is unsheathed and a sample is collected through the probe rods using a peristaltic pump with new disposable tubing. It is anticipated that two (2) SP16 groundwater samples will be collected at each location. The final depths of the SP16 VAS groundwater samples will be determined in the field based on information obtained from the initial geologic boring. As an example, if a clay layer is identified at 40-feet bsg, a groundwater sample will be collected from the 36.5-40-ft interval and from the 25-28.5-ft interval at each location.

Upon completion of soil and groundwater sampling activities, the groundwater sample point well screens will be removed and each borehole will be filled to the surface using bentonite chip soil cuttings. Borings located within paved areas will also be patched with like materials at the surface (i.e., asphalt or concrete patch).

IDEM Meeting. If necessary, the costs presented in this proposal include one (1) teleconference meeting with IDEM State Cleanup Program personnel to discuss the City's concerns regarding the plume of chlorinated solvent groundwater contamination located west of

the Site. The plume of contamination is reportedly emanating from the former Flair Interiors property at 1010 Eisenhower Drive South.

Laboratory Analyses. All of the soil and groundwater samples from the soil borings and VAS will be analyzed for VOCs, nitrates, and pesticides/herbicides. Method 5035 field preservation will be utilized for sampling soil in the field. Up to two (2) soil samples (1 from each soil boring) and six (6) groundwater samples (1 from each soil boring and 2 from each VAS) are included. No polynuclear aromatic hydrocarbons ("PAHs") analysis is included since PAHs were not detected in any of the soil or groundwater samples previously collected at the Site.

Report Preparation. Consultant will include both the FSI findings and the initial investigation findings in a formal investigation report that includes descriptions of the field activities, a discussion of the results compared to appropriate screening levels, a map, tables, and boring logs. Conclusions relative to the results from both investigations will also be detailed in the report.

Services shall commence upon Consultant's receipt of a notice to proceed from City and shall be complete within ninety (90) days of notice to proceed.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement based on hours actually worked for an amount not to exceed Fifteen Thousand Six Hundred Fifty Dollars (\$15,650.00), in accordance with the following hourly rates and the charges identified in Exhibit B:

Labor Fee Schedule

Principal	\$173.00/hour
Sr. Project Manager/Geologist/Hydrogeologist/Scientist/Engineer	\$110-\$140/hour
Project Geologist/Scientist/Engineer	\$91 - \$110/hour
Geologist/Scientist II	\$87 - \$91/hour
Geologist/Scientist I	\$80 - \$87/hour
Sr. Environmental Geologist/Scientist/Technician	\$71 - \$80/hour
Staff Environmental Geologist/Scientist/Technician	\$65 - \$71/hour
Project Administrator/Specialist	\$60 - \$65/hour

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

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.

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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.

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

Workers Compensation & Employer's Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Professional Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and 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, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any 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:
Roberts Environmental Services, LLC
Attention: Jeffrey C. Roberts
2112 Carmen Court
Goshen IN 46526

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

(1) 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.

(2) 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.

(3) 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 affirms under the penalties of perjury that they do not knowingly employ 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.

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**

Roberts Environmental Services, LLC

Jeremy P. Stutsman, Mayor

Jeffrey C. Roberts, President

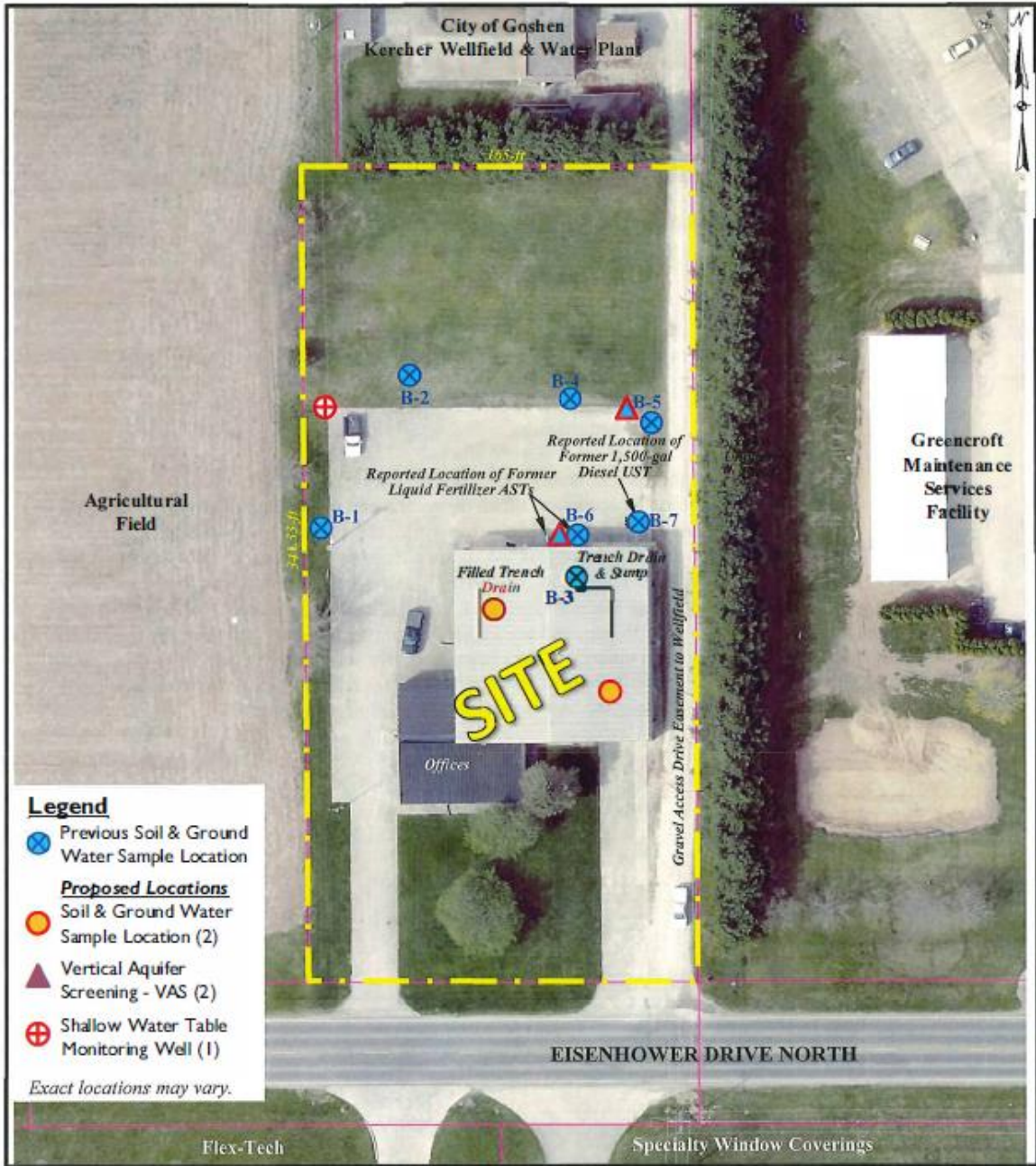
Michael Landis, Member

Date: _____

Mary Nichols, Member

Date: _____

EXHIBIT A



Legend

- ⊗ Previous Soil & Ground Water Sample Location
- Proposed Locations**
- Soil & Ground Water Sample Location (2)
- ▲ Vertical Aquifer Screening - VAS (2)
- ⊕ Shallow Water Table Monitoring Well (1)

Exact locations may vary.

Parcel Boundaries from Elkhart County Elevate GIS Website (Parcel No. 20-41-22-426-003.000-015)

Site Boundary & Approximate Grid

Prepared By: DDJ

Date Prepared: November 2019

Elkhart County Elevate GIS
Aerial Photograph Date: 2019

Approximate Scale:
1.0-inch ~ 60-feet

PROPOSED FSI SAMPLING LOCATIONS MAP
FORMER TRUGREEN FACILITY
1511 EISENHOWER DRIVE NORTH
GOSHEN, INDIANA

ROBERTS ENVIRONMENTAL SERVICES, LLC
 2112 Carmen Court • Goshen, Indiana
 101 W. Ohio Street, Ste. 2000 • Indianapolis, Indiana
www.robertsenvironmental.net

EXHIBIT B**2021 GENERAL EQUIPMENT, SUPPLIES, AND EXTERNAL EXPENSES FEE SCHEDULE****COMMON EQUIPMENT:**

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Company Vehicle (>50 mi Total)	\$38.00 (Plus Mileage)	Trip
Company Vehicle (<50 mi Total)	\$68.00	Trip
Photo Ionization Detector ("PID")	\$90.00	Day
Dual Phase Interface Probe	\$60.00	Day
Water Level Indicator	\$30.00	Day
Masterflex Peristaltic Pump ("MBP")	\$90.00	Day
Mechanical Bladder Pump	\$90.00	Day
Low Flow Submersible Pump	\$90.00	Day
Air Bladder Pump/Controller	\$220.00	Day
Pressure Washer	\$75.00	Day
Surveying Equipment	\$35.00	Day
Pneumatic Drum Vacuum	\$150.00	Day
Temperature/Conductivity Meter	\$15.00	Day
Optical Dissolved Oxygen Meter	\$50.00	Day
Aqua Troll 600 Multi-Parameter/Low Flow cell	\$150.00	Day
Hand-Auger (Various Sizes)	\$25.00	Day

COMMON SUPPLIES:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Bailers, 0.07 to 1.5-inch O.D. Polyethylene	\$10.00	Each
Rigid Polyethylene Tubing	\$0.40	Foot
Decontamination Supplies	\$20.00	Day
Reconditioned 55-Gallon Drum	\$65.00	Each
0.5 Micron In-Line Filter	\$22.00	Each
Nitrile Disposable Gloves	\$0.60	Pair

[Other supplies necessary to complete a specific project will be dependent on nature of work being performed. These supplies will be billed in accordance with specific internal fee schedules or as an external expense, which is simply cost +10%]

EXTERNAL EXPENSES:

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
<u>External Expenses</u> (such as, travel, lodging, subcontracted services, equipment rental, expendable materials purchased for project, etc.):	Cost+10%	----
<u>Per Diem</u> (includes food allowance plus nominal personal expenses):	\$35.00	Day
<u>Mileage</u> (company-owned or personal vehicle):	\$0.65	Mile

*****REQUEST*****

DATE: Monday, February 22, 2021

TO: GOSHEN BOARD OF WORKS

**FROM: GOSHEN WATER & SEWER
KELLY SAENZ**

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$12,354.36**
Collection letters were sent out and payments of **\$2,215.18** had been collected.

The uncollected amount equals **\$10,139.18**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Monday, November 16, 2020**

WATER: \$5,717.06

SEWER: \$4,422.12

TOTALS 5-2020

REPORT TOTAL		\$12,354.36
BPS TOTAL	\$5,693.32	\$6,661.04
COUNTY TOTAL	\$4,394.27	\$2,266.77
W-WRITE OFF	\$23.74	\$2,243.03
S-WRITE OFF	\$27.85	\$2,215.18
PAYMENT TOTAL	\$2,215.18	\$0.00
AGREEMENT TOTAL		

PAYMENTS 5/2020

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
235-2170-15	CORNELIUS DUKES	\$170.86
235-2180-12	NIKITTA S GRANT	\$64.81
235-2190-13	HOLLIE LAGRAN	\$312.79
235-2860-02	MA GUADALUPE PADILLA-MARIN	\$113.74
291-5400-00	DR KENT SIFFORD CLINIC	\$8.55
311-0900-07	MICHAEL D CHARLTON	\$252.20
311-1530-02	FELIX CHAVEZ BOCH	\$97.29
311-4840-00	HEATHER J HAYES	\$21.41
311-6800-06	JUSTIN NEWSOMER	\$320.90
316-1430-09	MIRIAN PEREZ-ROBLES	\$262.62
340-3100-10	AMANDA L BIRDSALL	\$130.70
402-0410-07	BRITTANY WISE	\$62.70
405-1870-07	PATRICK T ROSE	\$117.58
419-1310-03	AMBER M ARD	\$267.92
422-1000-08	PABLO A COLINA	\$11.11

TOTAL PAYMENTS: \$2,215.18

BUSINESS PROFESSIONAL SERVICES 5/2020

Account #	Customer	ADDRESS	City	State	Zip	Last Charge	Amount Due	DOB	S.S.N	PHONE
235-2170-15	CORNELIUS DUKES	613 W WILDEN AVE APT B	GOSHEN	IN	46526	11/2/2020	\$161.45	1/13/1961	9518	
235-2180-12	NIKITTA S GRANT	611 W WILDEN AVE APT B	GOSHEN	IN	46526	10/19/2020	\$61.92	9/23/1987	2614	444-8444
235-2190-13	HOLLIE LAGRAN	611 W WILDEN AVE APT A	GOSHEN	IN	46526	10/19/2020	\$207.62	12/21/1987	1337	336-2044
235-2860-02	MA GUADALUPE PADILLA-MARIN	215 W WILDEN AVE	GOSHEN	IN	46526	10/19/2020	\$59.26	12/12/1974	7191	533-1910
235-3680-01	MARIA V SANDOVAL	1122 MICHIGAN AVE	GOSHEN	IN	46526	11/2/2020	\$80.51	6/21/1967	6639	312-5692
238-0200-11	LILA J DUMKE	317 HURON ST	GOSHEN	IN	46526	10/19/2020	\$107.58	2/8/1997	4483	903-0226
241-3720-00	ROBERT D CRIPE	108 N GREENE RD	GOSHEN	IN	46526	11/2/2020	\$60.86			533-4385
241-4110-03	BRISEIDA S CERVANTES	2407 BERKEY AVE	GOSHEN	IN	46528	10/19/2020	\$39.11	2/11/1984	8697	260-350-1886
280-0480-01	PHILLIP C FRAZIER	905 WILSON AVE	GOSHEN	IN	46526	10/19/2020	\$152.64			
280-2330-06	MICHAEL MCKEE	713 S MAIN ST	GOSHEN	IN	46526	10/19/2020	\$217.53	10/8/1981	6135	
280-2380-00	JODY L STUBBLEFIELD	108 W DOUGLAS ST	GOSHEN	IN	46526	10/19/2020	\$328.83			349-3906
284-2100-06	TRISHA A DENK	3005 S MAIN ST	GOSHEN	IN	46526	11/16/2020	\$111.89	2/5/1985	1863	903-1070
291-1680-10	STEPHEN R HAYES JR	437 N 7ST ST	GOSHEN	IN	46526	11/16/2020	\$398.74	5/30/1989	0875	218-2574
292-2160-01	DOUBLE D INC DBA GRANDMA'S	827 LINCOLNWAY EAST	GOSHEN	IN	46526	10/19/2020	\$152.94			202-9167
280-1710-04	KYLE J LUTES	1411 S MAIN ST	GOSHEN	IN	46526	11/16/2020	\$208.29	3/19/1988	3599	971-1900
311-0900-07	MICHAEL D CHARLTON	1017 S 16TH ST APT B	GOSHEN	IN	46526	10/5/2020	\$182.90	3/25/1970	6436	
311-1530-02	FELIX CHAVEZ BOCH	1606 S 16TH ST APT 5	GOSHEN	IN	46526	11/16/2020	\$68.23	12/1/1987	9283	343-4680
311-2800-02	MICHAEL L WEAVER	511 NOELWOOD DR	GOSHEN	IN	46526	10/19/2020	\$34.13			249-8706
312-0350-08	SADIE LOVE	518 E JEFFERSON ST	GOSHEN	IN	46528	10/5/2020	\$40.85	7/7/1987	0646	931-5224
313-0590-03	STEVEN W FEDOROW	81 WINCHESTER TRAILS	GOSHEN	IN	46526	10/5/2020	\$92.61		1957	
313-0910-09	TREY HOGAN	115 WINCHESTER TRAILS	GOSHEN	IN	46526	11/2/2020	\$30.86	2/18/1993	1623	260-215-1736
314-1600-07	GREGORY E ST GERMAIN	1602 S 12TH ST	GOSHEN	IN	46526	10/5/2020	\$143.36			533-3969
316-2520-07	ACS INVESTMENTS LLC	1817 TIFFANY CT APT C	GOSHEN	IN	46526	11/16/2020	\$26.18	4/5/1996		320-2664
317-0400-07	BARTOLO GONZALES	422 S 8TH ST	GOSHEN	IN	46526	10/19/2020	\$238.19	6/5/1969	1239	
320-4260-01	CORTNIE SUAREZ	415 GLENWOOD DR	GOSHEN	IN	46526	10/5/2020	\$515.44	1/3/1982	4238	
340-3100-10	AMANDA L BIRDSALL	1203 W WILKINSON ST	GOSHEN	IN	46526	11/2/2020	\$91.31	5/8/1980	6136	575-0922
400-1330-00	BONNIE WEAVER	708 N 5TH ST	GOSHEN	IN	46526	10/5/2020	\$328.93			
400-1410-02	CHARLES SKINNER	602 N 5TH ST	GOSHEN	IN	46526	10/5/2020	\$218.94	6/1/1980	8735	
402-0410-07	BRITTANY WISE	508 N 7TH ST	GOSHEN	IN	46526	10/19/2020	\$51.71	3/16/1990	8355	
402-0600-03	BRANDON J KRAMER	514 N 9TH ST	GOSHEN	IN	46526	10/5/2020	\$143.36	11/11/1990	3060	
403-0120-11	BRANDON PALMER	218 N 9TH ST	GOSHEN	IN	46526	10/5/2020	\$110.66	3/26/1998	8349	
405-1870-07	PATRICK T ROSE	214 BLACKPORT DR APT A	GOSHEN	IN	46526	10/5/2020	\$86.00	7/14/1979	5943	
405-2690-15	DONNA L ORRELL	112 S 29TH ST	GOSHEN	IN	46526	10/5/2020	\$352.81	7/17/1965	6636	269-652-0552
419-1310-03	AMBER M ARD	312 E LINCOLN AVE APT 2	GOSHEN	IN	46526	10/19/2020	\$163.12	1/27/1983	6732	304-6353
425-2850-04	AHMAD S ABDELJAWAD	1102 HARVEST DT	GOSHEN	IN	46526	10/5/2020	\$218.20	7/17/1996	4091	708-415-2247
445-1250-05	THERESA DOBSON	108 GREENWAY DR	GOSHEN	IN	46526	10/5/2020	\$78.62	1/7/1982	5320	
445-2000-06	BRADLEY LEE CHUPP	2414 W CLINTON ST APT 73	GOSHEN	IN	46526	10/5/2020	\$82.45	10/31/1996	5727	
450-0260-11	THOMAS NAGLE	1829 BASHOR RD	GOSHEN	IN	46526	10/5/2020	\$45.29			533-2004
0030	RON DAVIDHIZAR	218 N 9TH ST	GOSHEN	IN	46526	2/15/2021	\$174.08			
0453	KEVIN & WANDA MILLER	508 N. RIVERSIDE BLVD	GOSHEN	IN	46526	2/15/2021	\$174.08			

TOTAL: \$6,041.48

COUNTY ACCOUNTS 5/2020

ACCOUNT #	CUSTOMER NAME	AMOUNT PD.
238-0200-11	RONALD DAVIDHIZAR	\$113.50
241-4110-03	BRISEIDA S & ROEL CERVANTES	\$446.61
280-0480-01	PHILLIP C FRAZIER	\$121.09
280-2330-06	MICHAEL D MCKEE	\$297.41
280-2380-00	JODY L STUBBLEFIELD	\$332.14
292-2160-01	DENNIS J & DEBORAH MCCARTHY	\$205.16
280-1710-04	RONALD DAVIDHIZAR	\$340.56
312-0350-08	RON & RUTH DAVIDHIZAR	\$59.81
313-0590-03	YES COMPANIES EXP FRED LLC	\$149.07
313-0910-09	YES COMPANIES EXP FRED LLC	\$25.48
314-1600-07	GREGORY E ST GERMAIN	\$114.45
316-2520-07	ECM LEASING LLC	\$31.03
317-0400-07	RONALD E DAVIDHIZAR	\$377.05
400-1410-02	RONALD DAVIDHIZAR	\$266.36
402-0600-03	BRANDON KRAMER	\$114.45
403-0120-11	RON DAVIDHIZAR	\$114.29
405-2690-15	RONALD E DAVIDHIZAR	\$386.47
445-1250-05	THERESA M DOBSON	\$143.35
450-0260-11	THOMAS D & THERESA A NAGLE	\$755.99

TOTAL: \$4,394.27

WATER WRITE OFF 5/2020

ACCOUNT #	CUSTOMER NAME	WATER AMOUNT
280-0480-02	PHILLIP C FRAZIER	\$3.72
313-1910-02	CARLIE S GIBSON	\$20.02

TOTAL: \$23.74

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****

SEWER WRITE OFF 5/2020

ACCOUNT #	CUSTOMER NAME	SEWER AMOUNT
280-0480-02	PHILLIP C FRAZIER	\$3.02
313-1910-02	CARLIE S GIBSON	\$24.83

TOTAL: \$27.85

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF LINCOLN AVENUE & OLIVE STREET LANE
RESTRICTIONS (JN: 2019-0046)**

DATE: March 1, 2021

Due to the discovery of additional, unmarked utilities, Miller Pipeline has encountered delays in installing gas main. NIPSCO is requesting the Board of Works allow an extension of lane restrictions along Lincoln Avenue and Olive Street until March 19, 2021.

Requested motion: Move to approve an extension of lane restrictions along Lincoln Avenue and Olive Street until March 19, 2021.

ACCEPTED:

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF OLIVE STREET ROAD CLOSURE AT LINCOLN AVENUE
(JN: 2019-0046)**

DATE: March 1, 2021

Due to the discovery of additional, unmarked utilities, NIPSCO has requested to extend the Olive Street road closure from Monday, March 1 until Friday, March 5, 2021. Traffic will continue to be detoured onto Steury Avenue.

NIPSCO anticipates a final road closure at the same location in the coming weeks and will request the additional closure when exact dates are known.

Requested motion: Move to approve the extension of the Olive Street road closure, just north of Lincoln Avenue, from March 1, 2021 until March 5, 2021.

ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



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MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **NORTH MAIN STREET IMPROVEMENTS
(JN: 2016-0020)**

DATE: March 1, 2021

NIPSCO will be performing work to install street lights on North Main Street. The work will require partial lane restrictions on North Main Street between Pike Street and Middlebury Street, with NIPSCO providing traffic control. NIPSCO will maintain open access for the businesses and residents on North Main Street. The lane restrictions will occur between March 2, 2021 and March 4, 2021.

Requested motion: Move to approve the North Main Street partial lane restrictions between Middlebury Street and Pike Street from March 2, 2021 through March 4, 2021.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



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MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **PEDESTRIAN PATH CLOSURE
ROCK RUN CREEK IMPROVEMENTS - JN: 2019-0025**

DATE: March 1, 2021

Selge Construction has requested a pedestrian path closure in Kauffman Park for the work they will be performing for the Rock Run Creek improvements. The closure is needed as Selge removes three manholes and repairs the concrete. The closure will be on March 2nd & 3rd, and the path will reopen in the morning of Thursday, March 4th.

Requested motion: Move to approve the pedestrian path closure in Kauffman Park March 2nd & 3rd, reopening in the morning of March 4th.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **REQUEST FOR “NO PARKING” SIGNS ON BRIDGE ST.
(JN: STREETS BY NAME - BRIDGE)**

DATE: February 26, 2021

Over the last few months, several complaints have been received regarding cars parked along Bridge St. obstructing the flow of traffic, as well as non-resident cars being parked in parking designated for the Manor Apartments. Most of these parking concerns are attributed to the restaurant located at 100 N. 8th St. (Menudos La China). In January, representatives from Engineering and the Goshen Police Department discussed parking alternatives for the area. At that time, it was agreed that parking along Bridge St. needed to be restricted.

At the meeting on February 18, the Traffic Commission recommended the installation of “No Parking” signs along the south side of Bridge St. In order to still accommodate restaurant patrons, it was also recommended that the previously posted “No Parking” along the east side of 8th St. be removed. Parking near the intersection would still not be permitted. The proposed sign locations are highlighted in the attached exhibit. Engineering is requesting the approval of the Commission’s recommendation for the parking changes.

Thank you for your consideration of this request.

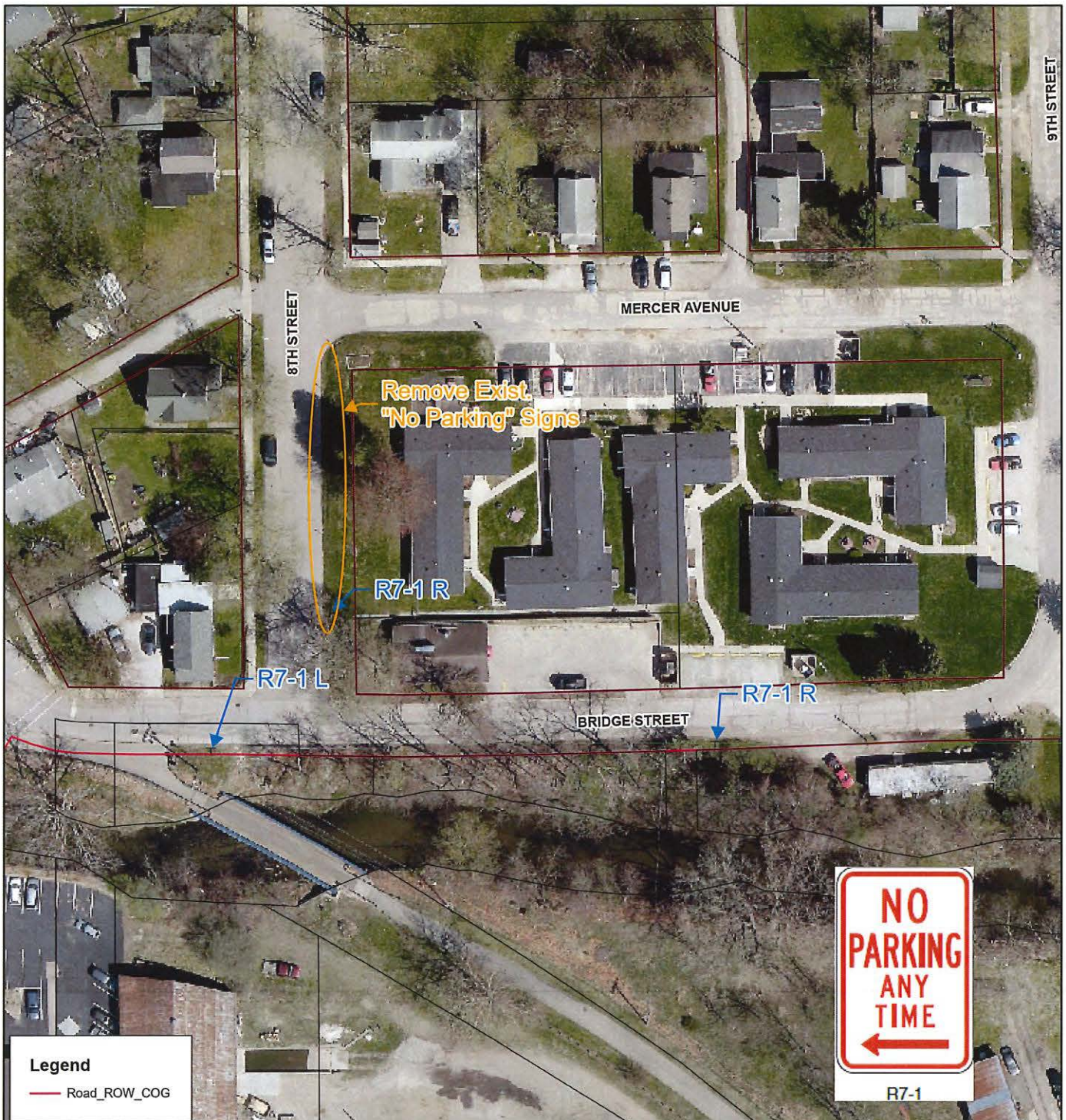
Requested Motion: Approve the installation of “No Parking” signs along the south side of Bridge St. and the removal of the “No Parking” signs along the east side of 8th St.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

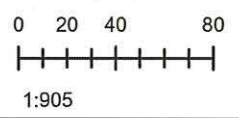
Mary Nichols, Board Member

Mike Landis, Board Member



Legend
 — Road_ROW_COG

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



**"No Parking" Signs
 Bridge Street**

Date: 2/25/2021
 Drawn by: JSC

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



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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **REQUEST FOR SCHOOL ZONE SIGNS**

DATE: February 26, 2021

The Elkhart County Sheriff's Office recently made it known to area school systems that citations for school zone speed limits cannot be enforced unless all conditions under Indiana Code 9-21-5-6(f) are met. In addition to school zone speed limit signs being placed to demarcate the beginning of the school speed zone, this portion of the Code also requires a sign notifying drivers of the end of the speed zone. Without this sign, the speed zone cannot be enforced.

As a result of this notice, the Engineering Department completed an audit of all school speed zones within the city limits or for schools that are part of Goshen Community Schools. Exhibits highlighting the results of the audit are attached. It is requested that the Board approve the placement of the necessary signs to comply with the State Codes requirements for school zones.

Thank you for your consideration of this request.

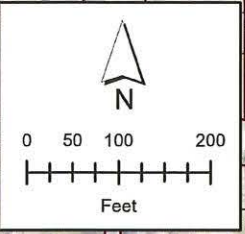
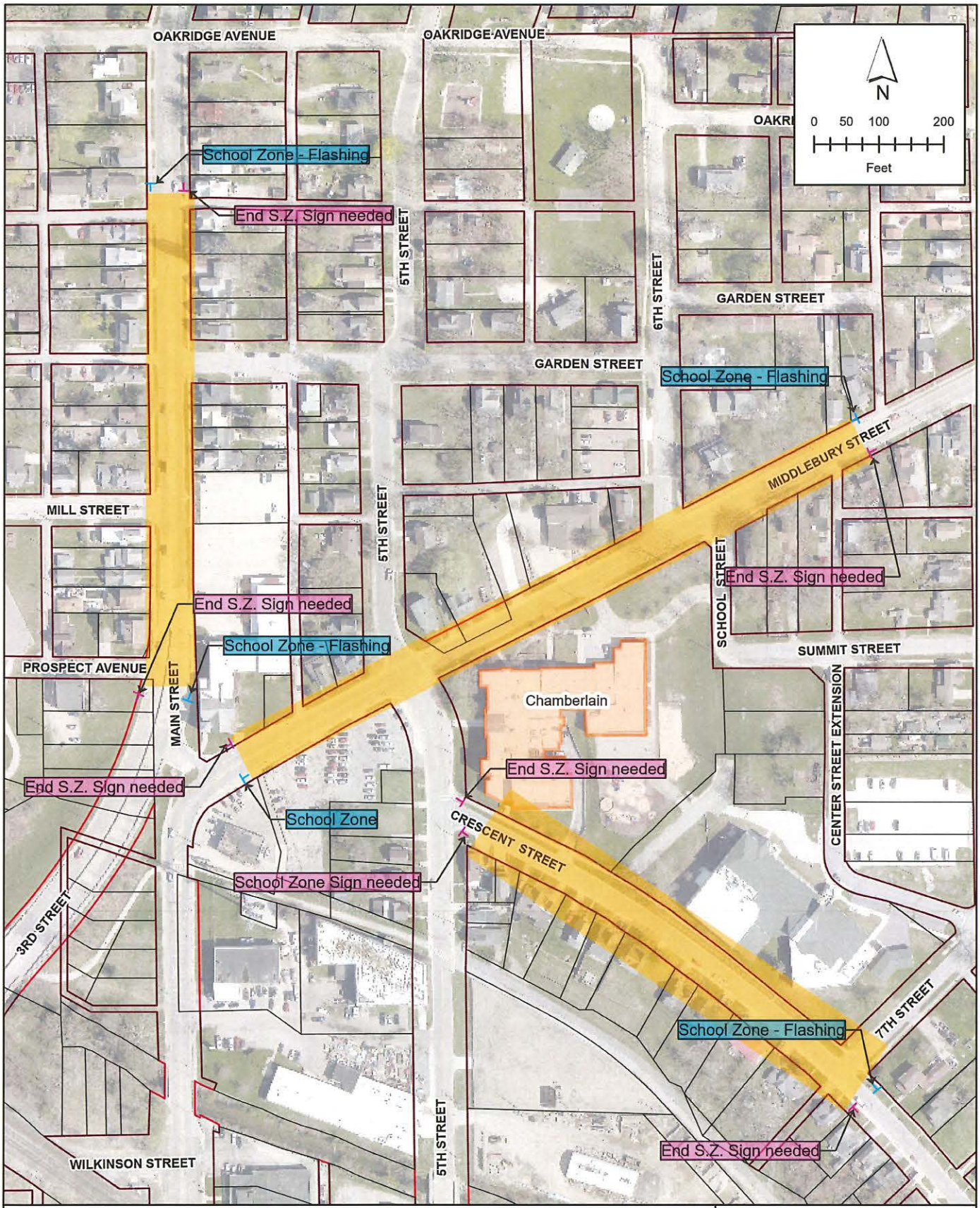
Requested Motion: Approve the installation of the necessary signs to comply with the State Codes requirements for school zones.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

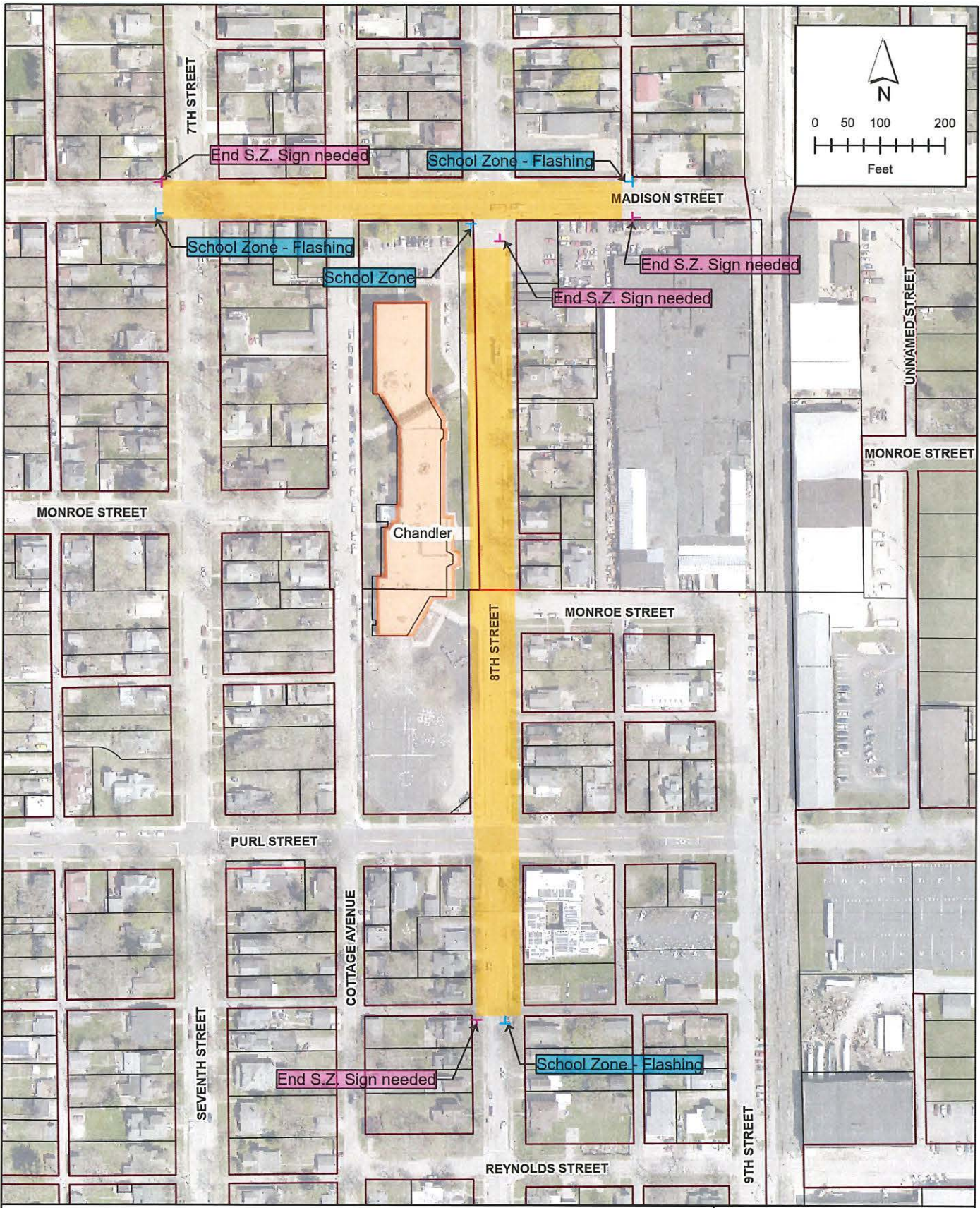
Mike Landis, Board Member



School Zone Signage
Chamberlain

Date: 2/25/2021
Drawn by: JSC

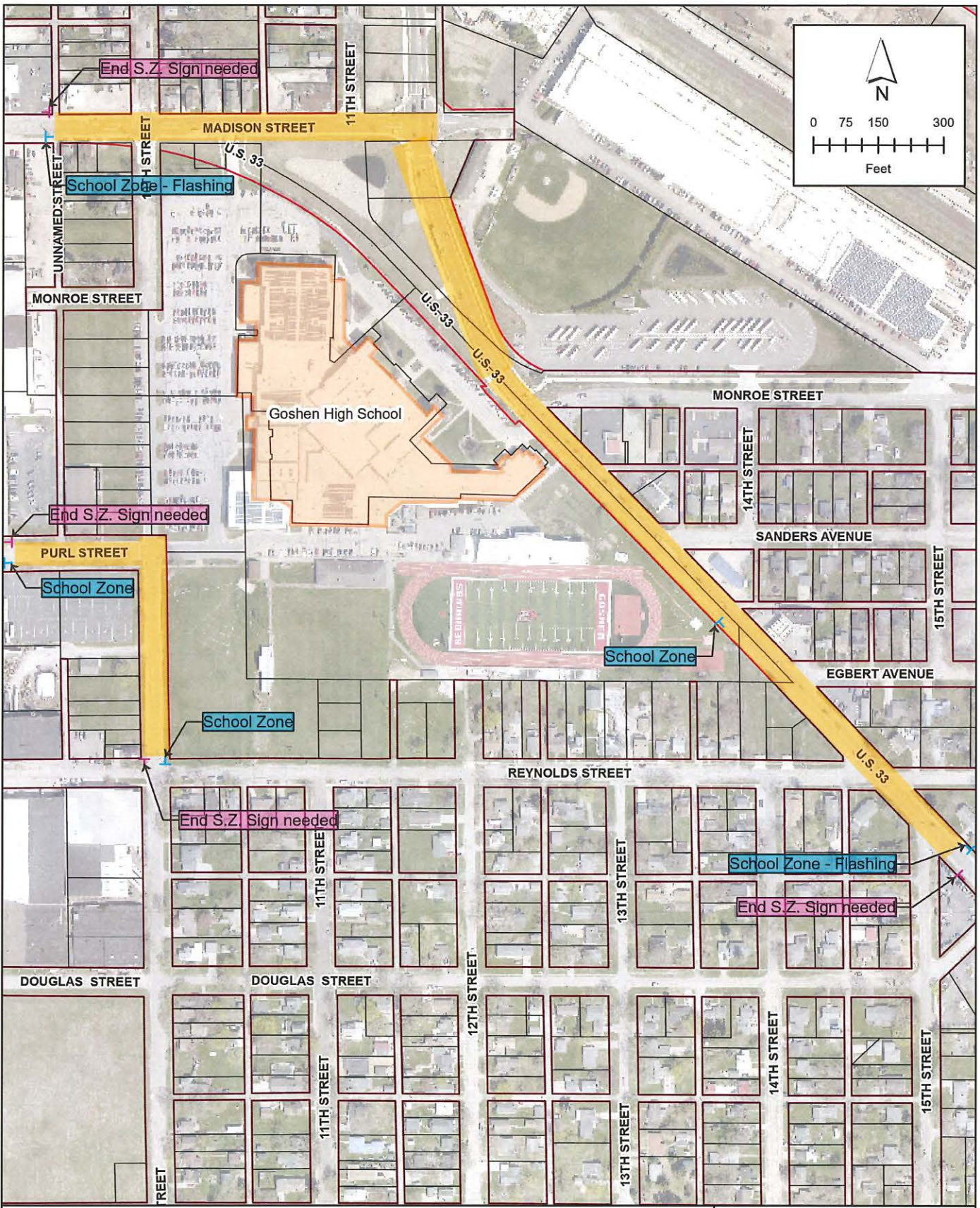
The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626



School Zone Signage
Chandler

Date: 2/25/2021
Drawn by: JSC

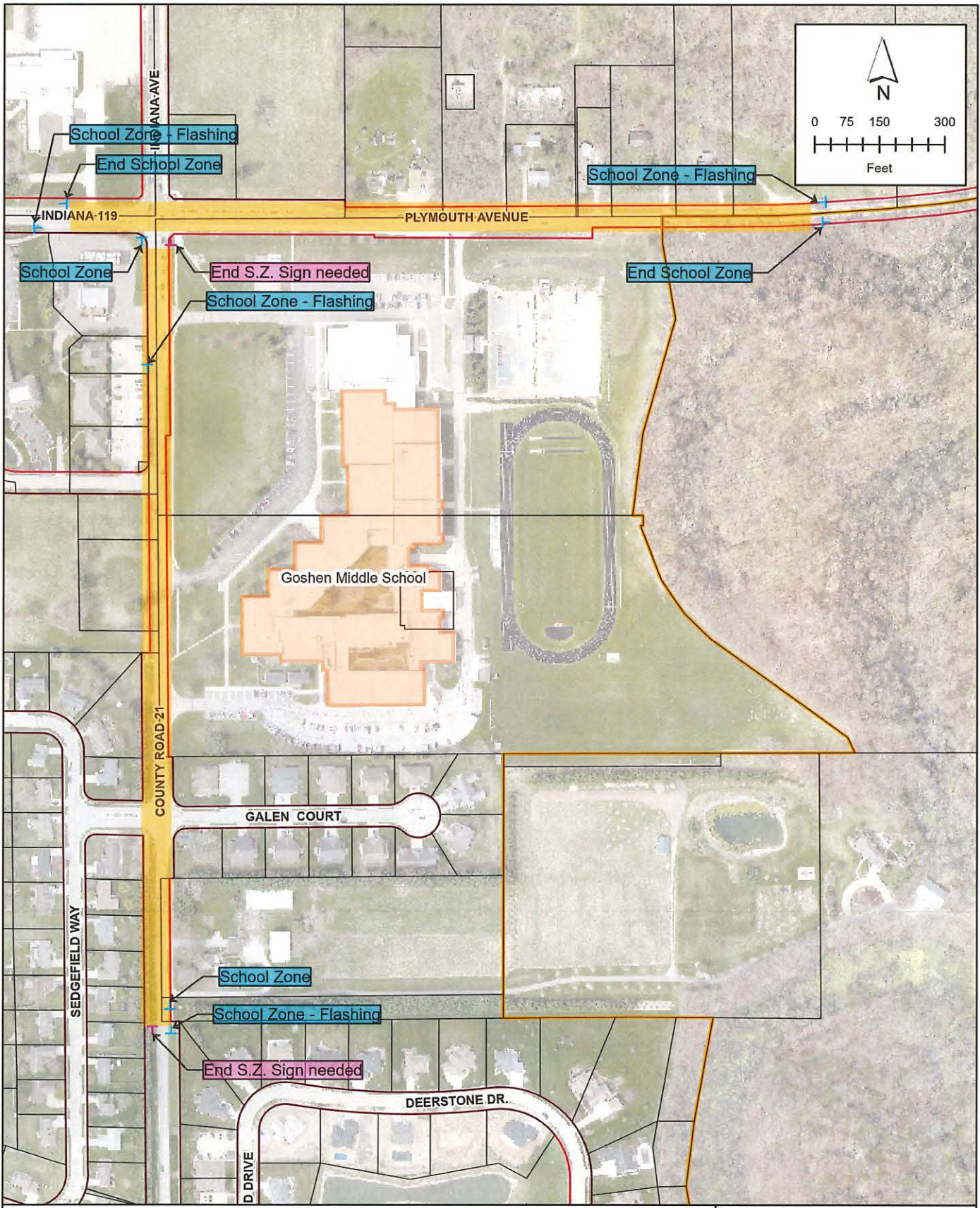
The City of Goshen
Department of Public Works & Safety
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204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626



School Zone Signage
Goshen High

Date: 2/25/2021
Drawn by: JSC

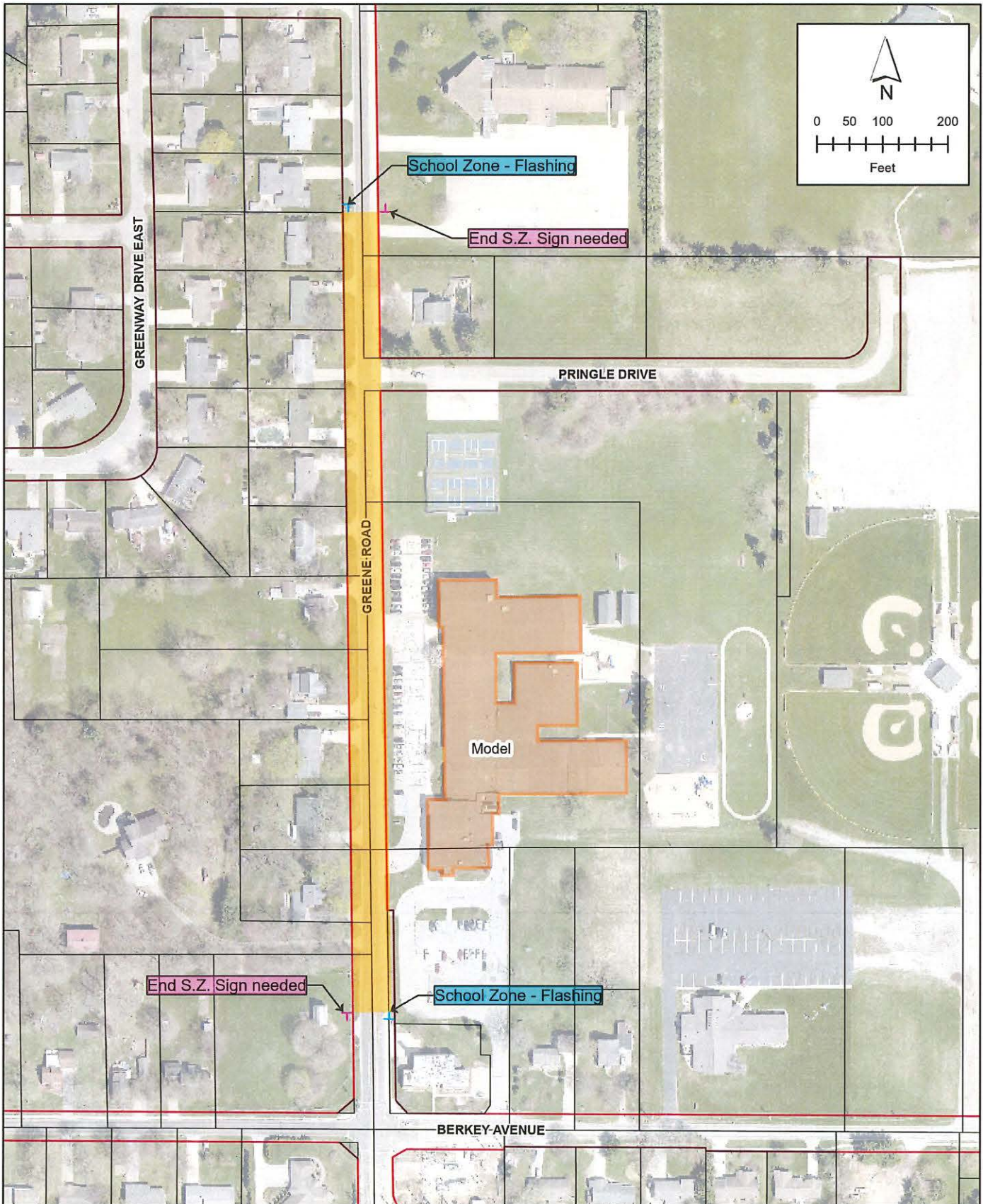
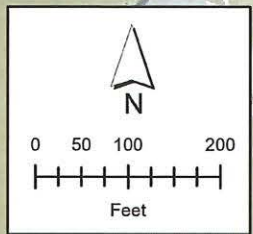
The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626



School Zone Signage
Goshen Middle

Date: 2/25/2021
Drawn by: JSC

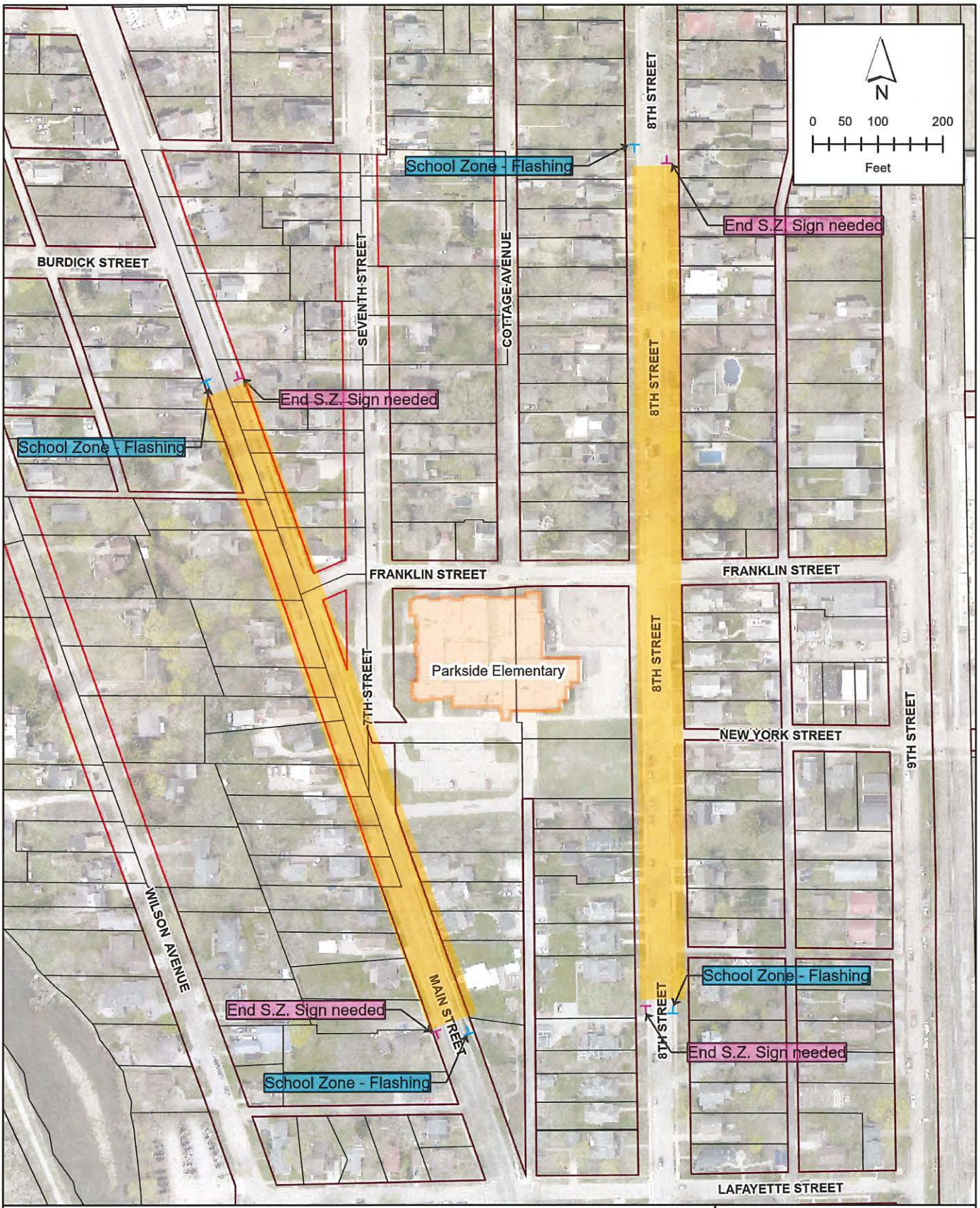
The City of Goshen
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Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626



School Zone Signage Model

Date: 2/25/2021
 Drawn by: JSC

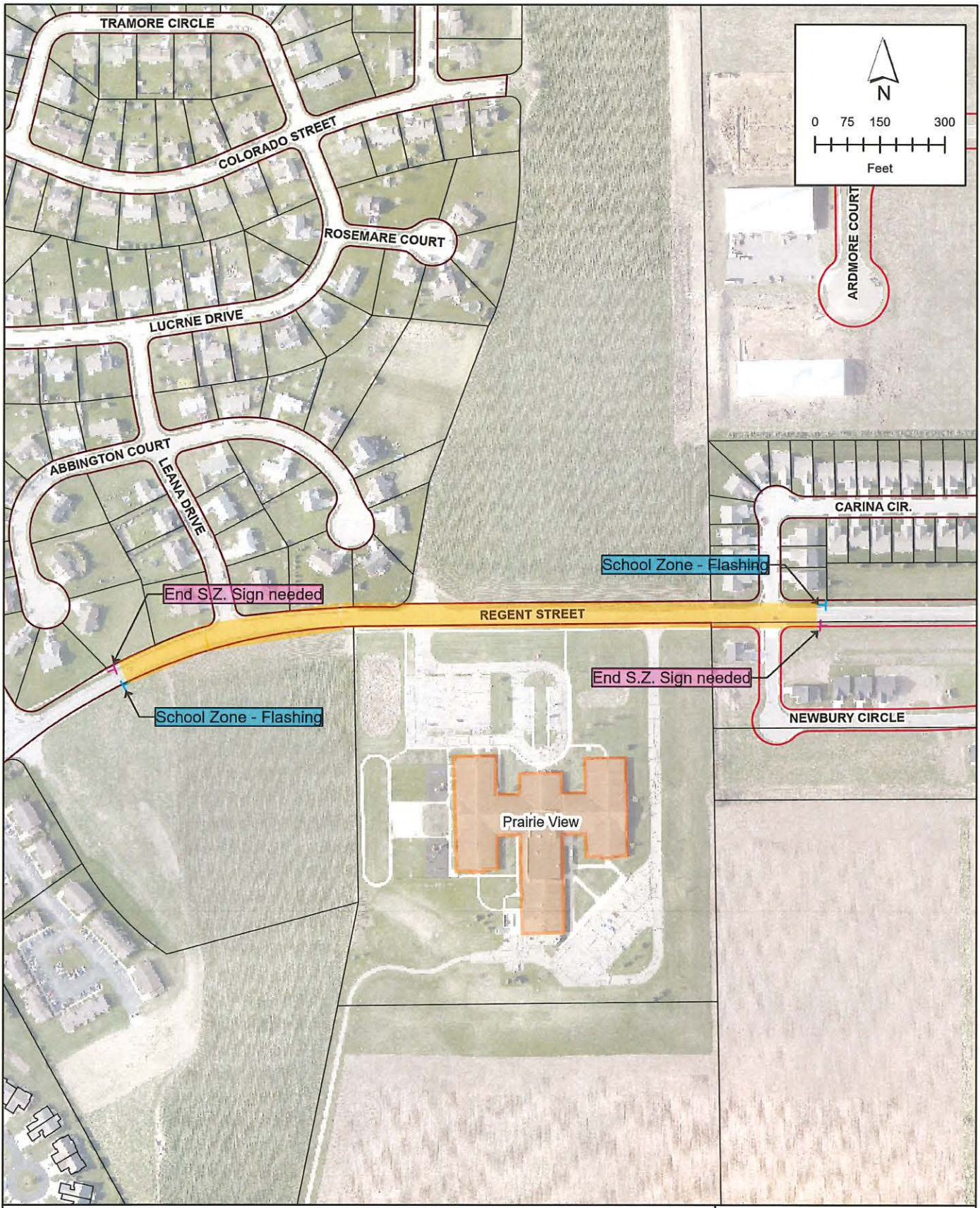
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School Zone Signage
Parkside

Date: 2/25/2021
 Drawn by: JSC

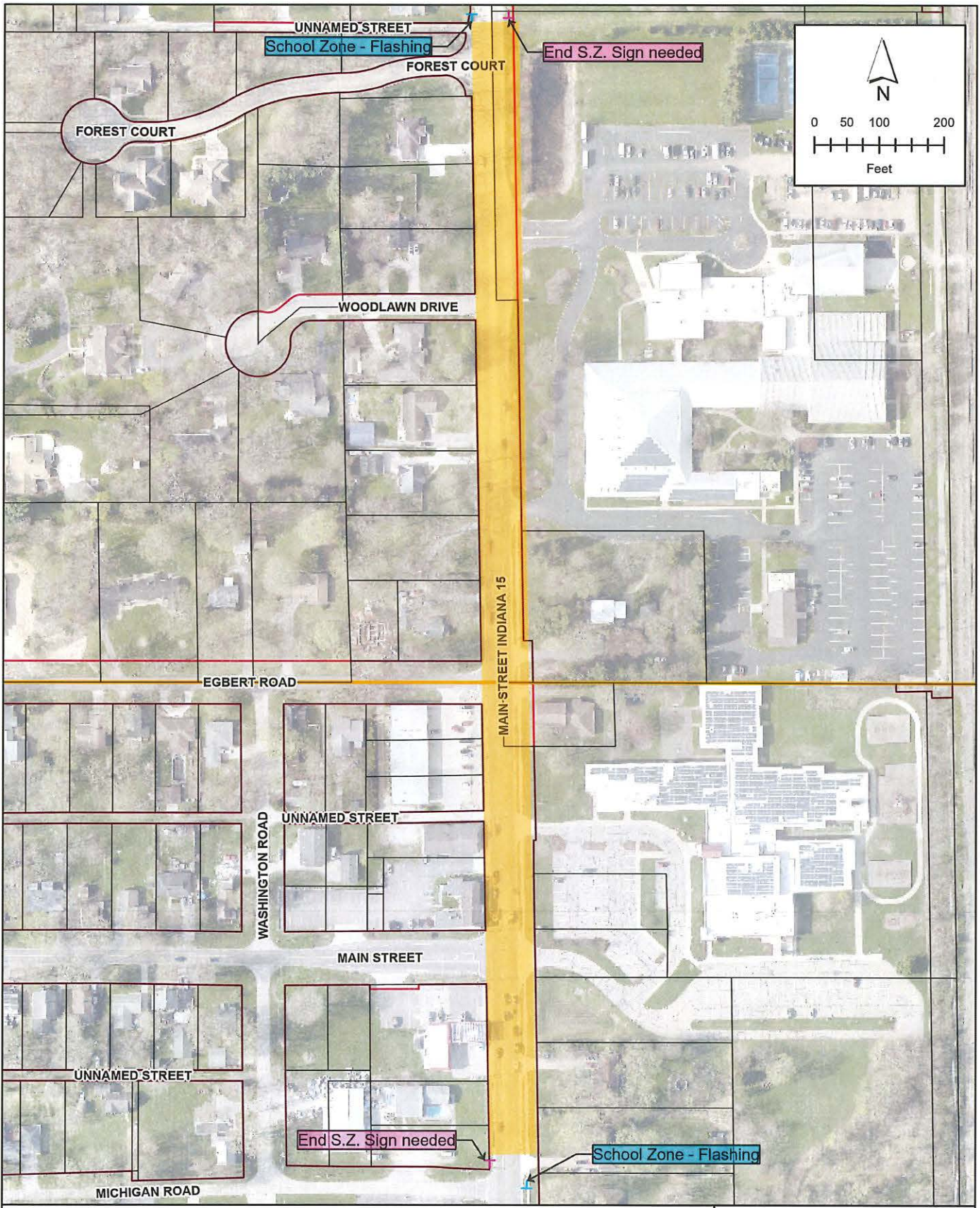
The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626



School Zone Signage
Prairie View

Date: 2/25/2021
Drawn by: JSC

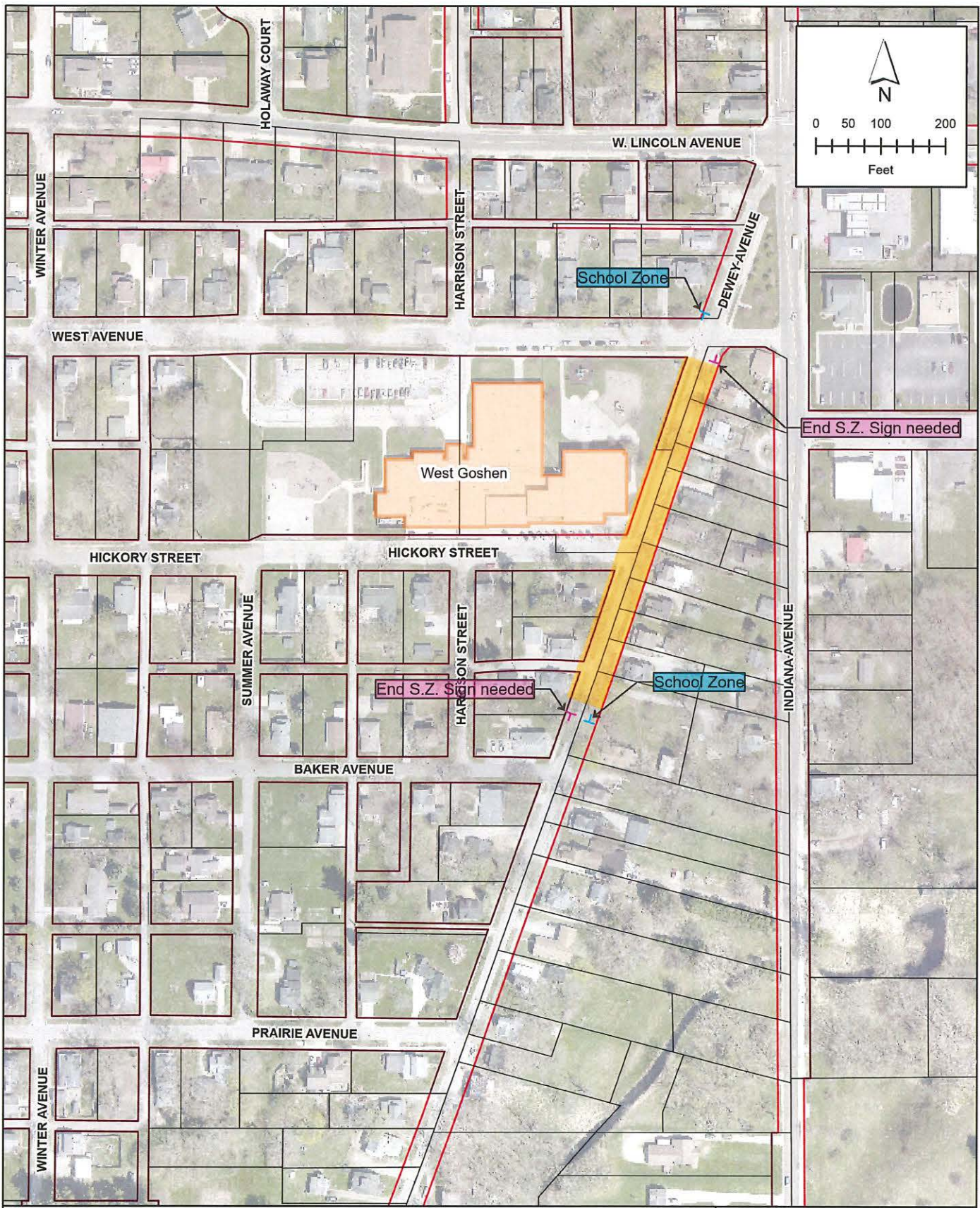
The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626



School Zone Signage
Bethany / Waterford

Date: 2/25/2021
Drawn by: JSC

The City of Goshen
Department of Public Works & Safety
Office of Engineering
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Phone: 574-534-2201 Fax: 574-533-8626



School Zone Signage
West Goshen

Date: 2/25/2021
 Drawn by: JSC

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