



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**2:00 p.m. March 29, 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 Agenda

*Note on Meeting Minutes: A package of previous meeting minutes will be presented next week, including for a period during 2020 when there were technical issues with audio recordings.*

- (1) PD: Promotion of Andrew L. Keim from Detective to Sergeant
- (2) Mechanical License for Robert J. Dwyer of "A Good Neighbor"
- (3) Award Contract Related to Well #14 with National Water Services, LLC
- (4) Road Closure: Olive St. at Lincoln Ave. April 5-7
- (5) Hearing: Building Commissioner Order for 1602 S. 12<sup>th</sup> St.

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*



**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 29<sup>th</sup>, 2021

From: Jose' Miller, Chief of Police

Reference: Promotion of Andrew L. Keim from Detective to Sergeant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Andrew L. Keim from the rank of Detective to the rank of Sergeant. Officer Keim has worked on the police department for nearly four (4) years. Even though he enjoyed the investigations division, he wishes to advance into the ranks of patrol. Officer Keim has demonstrated he will be an excellent supervisor from his previous performance as a detective, and his previous experience as a patrol officer. I request the promotion to be retroactive to Friday March 26<sup>th</sup>, 2021.

\*Officer Keim will be present for the swear-in\*

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

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**Building Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185  
building@goshencity.com • www.goshenindiana.org

March 26, 2021

TO: The Board of Public Works & Safety  
Storm Water Board

**RE: MECHANICAL LICENSE REQUEST**

Robert J. Dwyer of A Good Neighbor, 55320 County Road 8, Middlebury, Indiana, has met the requirements for a City of Goshen Mechanical license. He passed the Prometric Exam on February 22, 2021, in Elkhart, Indiana, receiving a score of 76.

Request motion to approve Mechanical License for Robert J. Dwyer for the City of Goshen.

Respectfully,

A handwritten signature in cursive script that reads "Myron Grise".

Myron Grise  
Assistant Building Commissioner

MG/jn

Rod Roberson  
Mayor

Enrique Terrazas  
Building Commissioner



Building & Code Enforcement  
229 S. Second St.  
Elkhart, IN 46514  
574-294-5471  
Fax: 574-389-1781  
Permit Center Fax: 574-970-1361

RECEIVED  
MAR 24 2021  
BY: \_\_\_\_\_

Mechanical Exam Results Release Form

NAME: Robert J Dwyer

COMPANY: A GOOD NEIGHBOR

STREET: 55320 COUNTRY RD 8 PHONE: [REDACTED]

CITY: MIDDLEBURY STATE: IN ZIP: 46540

JURISDICTION TO WHICH THE RESULTS WILL BE SENT

ATTENTION: JEAN TITLE: ADMINISTRATIVE ASST

JURISDICTION: CITY OF GOSHEN, IN

STREET: 204 E. JEFFERSON STE 5 PHONE: (574) 534 1811

CITY: GOSHEN STATE: \_\_\_\_\_ ZIP: 46528

I hereby request that the score of the mechanical contractor examination to qualify for licensing by the City of Elkhart, Indiana be released and sent to the above named jurisdiction. I assume complete responsibility for the full and accurate disclosure of all information pertaining to this request and hold the City of Elkhart, Indiana harmless for any delay or difficulty in issuing of licenses and/or permits associated with this request.

SIGNED: Robert J Dwyer DATE: 3-15-21

OFFICE USE

This individual took the Heating, Ventilation and, Air Conditioning Contractor Exam given by the City of Elkhart, Indiana on 2-22-2021, and achieved a score of 76 %.

The exam is a standard Prometric, Limited Mechanical Contractor Examination (formerly Block & Associates-Exterior, Class "B" or Thompson "Limited Air Conditioning"). It was graded by Prometric and the results furnished to this office. A score of 75% or greater is considered passing by the City of Elkhart. The acceptance of proof of insurance, bonding or experience is left to the discretion of the issuing jurisdiction. For questions or further assistance, please contact the Mechanical Inspector at, 574-294-5471 ext. 1004.

This individual has maintained the license with the City of Elkhart since: 3-15-2021

Ron Glick  
Mechanical Inspector [Signature] Date: 3-15-21



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

March 26, 2021

**To:** Board of Public Works and Safety

**From:** Bodie J. Stegelmann

**Subject:** Award Contract for Cleaning of Well #14 Screen, Gravel Pack, and Surrounding Formation and Agreement with National Water Services, LLC

The City solicited sealed proposals for Cleaning of Well #14 Screen, Gravel Pack, and Surrounding Formation in accordance with Indiana Code 5-22-9. Proposals were received and scored by a committee with National Water Services, LLC scoring the highest under the criterion established in the in the RFP. A contract has been prepared with the contractor that scored highest - National Water Services, LLC. The contract would total \$29,400.00, with up to \$5,600.00 in additional charges if additional work is required to increase specific capacity of the well. Work is to be complete within 30 days of notice to proceed. The following is a summary of the proposals submitted with the scores received by each:

1. Peerless Midwest – 353 points
2. Ortman Drilling – 288 points
3. National Water Services, LLC – 365 points

Suggested motion:

Move to find the proposal from National Water Services, LLC to be the most advantageous proposal for the City; award the contract for Cleaning of Well #14 Screen, Gravel Pack, and Surrounding Formation to National Water Services, LLC; and approve and execute an agreement with National Water Services, LLC.

# AGREEMENT

## Rehabilitation of Well #14

THIS AGREEMENT is entered into on March \_\_\_\_, 2021, which is the last signature date set forth below, by and between National Water Services, LLC (“Contractor” or “National Water Services”), whose mailing address is 524 NE Third Street, P.O. Box 230, Paoli, Indiana 47454, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

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

National Water Services shall provide City all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary for the High Velocity Injection work on City’s well #14, which work is more particularly described in National Water Services’ proposal dated February 25, 2021, attached as Exhibit A (hereinafter referred to as “Duties”).

National Water Services’ Duties under this agreement include:

- (A) Mobilization to and from the site;
- (B) Supply and install temporary pipe ramp so that pumping can continue as well as maintaining access for private facility shops;
- (C) Pre-rehab flow test (utilizing facility pump equipment currently installed);
- (D) Pre-rehab Color Downhole Video Inspection with DVD provided to the City upon completion;
- (E) Rehabilitation based on the City’s RFP and Process outline; and
- (F) Reset existing pump system – based on previous test data sheet included in City’s RFP.

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

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) National Water Services acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. National Water Services shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) National Water Services shall commence the Duties as soon as practical after receiving a notice to proceed from City and shall complete all Duties within Thirty (30) calendar days of the date of the notice to proceed.

### **Section 3. Compensation**

City agrees to compensate National Water Services the sum of Twenty Nine Thousand Four Hundred Dollars (\$29,400.00) for performing all Duties. In the event that well #14 requires

additional work to increase specific capacity, the City may direct National Water Services to perform such work at an additional cost of Five Thousand Six Hundred dollars (\$5,600). Direction to perform the additional work must be in writing.

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

- (A) City shall pay National Water Services for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City's receipt of a detailed invoice from National Water Services. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Water and Sewer  
308 N. 5<sup>th</sup> Street  
Goshen, IN 46528
- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) National Water Services is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

#### **Section 5. Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

#### **Section 6. Licensing/Certification Standards**

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

#### **Section 7. Inspection**

Contractor shall provide to the City one (1) Downhole Color Video Inspection with DVD.

#### **Section 8. Warranty**

Contractor shall provide to the City the Warranty described in National Water Services' proposal dated February 25, 2021, attached as Exhibit A

#### **Section 9. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

### **Section 10. Non-Discrimination**

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

### **Section 11. Employment Eligibility Verification**

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

### **Section 12. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected



official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 13. No Investment Activities in Iran**

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

### **Section 14. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

### **Section 15. Insurance**

- (A) Prior to commencing work, the Contractor shall furnish 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 City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

### **Section 16. Force Majeure**

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

of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

## **Section 17. Default**

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

## **Section 18. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.

- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

### **Section 19. Notice**

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

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

Contractor: National Water Services, LLC  
524 NE Third Street, P.O. Box 230  
Paoli, Indiana 47454

### **Section 20. Subcontracting or Assignment**

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

### **Section 21. Amendments**

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

### **Section 22. Waiver of Rights**

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

### **Section 23. Applicable Laws**

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

**Section 24. Miscellaneous**

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

**Section 25. Severability**

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

**Section 26. Binding Effect**

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

**Section 27. Entire Agreement**

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

**Section 28. Authority to Bind Contractor**

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

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

[Signatures on following page].

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

**National Water Services, LLC**

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

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

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

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

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

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

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

## EXHIBIT A



524 NE Third Street  
P.O. Box 230  
Paoli, Indiana 47454  
Office: 812-723-2108  
Fax: 812-723-5140

### Letter of Transmittal

February 25, 2021  
Quote: 021221-19

Facility: Goshen Water System  
Project: Rehabilitation of Well 14

NWS is pleased to provide you with this response to your RFP for the rehabilitation of Well 14.

Information provided in the following sections is based on the specifications obtained from the City and includes:

1. Outline and description of methodology to be utilized
2. Experience with and references for the methodology
3. Warranty
4. Price based on scope of work as provided by the City

Looking at the past flow test it does not appear that the pump needs to be inspected as it is meeting the original design criteria of 2000gpm @ 112'TDH. For that reason, tear-down and inspection has not been included in this proposal.

Overall project does include one (1) Downhole Color Video Inspection with DVD supplied to the city for permanent record.

Sincerely,

Phil Bonneau, CPG  
National Water Services, LLC  
Cell 812-791-2329  
pbonneau@national-water.com

*Serving Indiana – Ohio – Kentucky – Tennessee – Georgia – Alabama – Mississippi*



524 NE Third Street  
P.O. Box 230  
Paoli, Indiana 47454  
Office: 812-723-2108  
Fax: 812-723-5140

## High Velocity Injection Process & Description

High Velocity Injection (HVI) was developed and patented by Brotcke Well & Pump, Inc. (Fenton, Missouri). NWS purchased the rights to the injection equipment and currently operates it in all the states in which we do business (Indiana, Ohio, Kentucky, Tennessee, Georgia, Alabama, and Mississippi).

In general, the procedures require that the well head be sealed so that fluid can be pumped in under pressure. This added pressure forces the cleaning acids out through the screened interval and into the surrounding formation. The custom well seal contains both injection piping and drop pipe for submersible pump system.

### Process

- Pump removal from the well to allow patented injection equipment to be placed
- Downhole Color Video Inspection
- Mix chemicals in the 3500gallon tank on the trailer
- Injection of acid mixture at pressure – pressures can range up to 90+psi and at rates of up to 5000gpm based on current well capacity
- Allow 1-2 hours of contact time for acids or other chemicals in screened interval(s) and surrounding formation
- Circulate the solution from well to tank then back into well for several hours with additional contact time after pH adjustment and evaluation of material being removed from well
- Flush and neutralize discharge fluids
- Overnight “pump-off” of well to ensure that dislodged materials are removed from well and not allowed to settle or re-attach in formation or gravel pack – note that we intend to install a temporary discharge line and ramp to maintain access for private drive and lay line to the sewer in front of the WTP
- Switch between acids, chlorine, and surfactants, dependent on what the equipment operator monitors in the mixing tank and is providing the best results to clear the well and increase specific capacity
- Continue with surge and chemical changes for 2 days (base procedure) with “pump-off” occurring each night and intermediate flow test each morning at identical flow rates to evaluate specific capacity gain from previous day and the overall process – no equipment needs to be removed from the well for intermediate flow test and evaluation
- Final chlorine injection and surge for disinfection
- Clear water pump off
- Set pump and perform final flow test – equipment dependent

*Serving Indiana – Ohio – Kentucky – Tennessee – Georgia – Alabama – Mississippi*

## **Equipment**

- 3500 gallon tank on trailer with valving and fittings as needed for connection to injection head on top of well – in well house or on tower
- Pump mounted with tank of sufficient horsepower to both overcome in-well hydraulic pressures and to inject at needed flow rates
- Patented well head that allows for injection piping and a submersible pump to be installed concurrently so that equipment is not pulled and reinstalled at each change in operation
- Submersible pump system with sufficient capacity to evaluate well specific capacity and remove dislodged material from the well and formation

## **Benefits**

- Constant observation of material being brought out of well
- Ability to adjust pH quickly
- Constant monitoring of well specific capacity and change in acceptance rate of chemicals during injection process – this is done by observation of pressure changes
- Does not rely on surge pressure between disks as with double-disk surge and applies constant pressure to entire screened interval as opposed to simple tank cleaning that only uses gravity
- With well head sealed, injection is forced further out into gravel pack and surrounding formation as there is no surge assembly to bypass

**Below is the trailer set up with equipment at a well site. Space requirements for the equipment are not any greater than for other types of well rehabilitation .**



*Serving Indiana – Ohio – Kentucky – Tennessee – Georgia – Alabama – Mississippi*





524 NE Third Street  
 P.O. Box 230  
 Paoli, Indiana 47454  
 Office: 812-723-2108  
 Fax: 812-723-5140

## High Velocity Injection (HVI) method Partial list of clients

Facility	Location	Contact	Phone #
Ind Department of Corrections	Plainfield, IN	Scott Betzner	317-339-9301
AEP (cooling)	Rockport, IN	Mark Hagen	270-993-4371
<b>Kellogg – Snack Division</b>	Cincinnati, OH	Butch Theimann	513-659-8373
Plainfield DPW/Southwest Plant	Plainfield, IN	Scott Betzner	317-339-9301
North Lawrence Water Authority	Bedford, IN	Monte Johnson	812-853-1197
Ramsey Water	Salsbury, IN	Mark Brace	812-267-9594
Mitchell Water Utility	Mitchell, IN	J. D. England	812-849-5161
Edwardsville Water	Georgetown, IN	Chris Beck	812-725-3710
Sellersburg Water	Sellersburg, IN	Shannon Strulson	502-376-5417
Lawrence Water	Lawrence, IN	Tom Speer	317-542-0511
<b>Dupont</b>	Memphis, TN	Shawn Cripe	901-258-4877
Mason Water	Mason, TN	Matt Hall	901-496-5154
Covington Water	Covington, TN	James Mason	901-237-7091
Union City Water	Union City, TN	Bobby Reid	731-592-8289
<b>Chemours (chemical mfg)</b>	Memphis, TN	Mick Hovanec	901-353-7608
Dyersburg Water	Dyersburg, TN	Jeff Moore	731-445-1531
Germantown Water	Germantown, TN	Mike Sorenson	901-229-7428
<b>Cincinnati Water</b>	Cincinnati, OH	Andy Rinner	513-919-6219
<b>Dow Corning (silicone materials mfg)</b>	Carrolton, KY	Ed French	502-662-2092
<b>Galt House (cooling)</b>	Louisville, KY	Don Greer	502-589-0869
<b>Kosmos (cement mfg, was CEMEX)</b>	Louisville, KY	Steven Pulliam	502-460-1363
<b>Aleris (aluminum processing)</b>	Lewisport, KY	Ty Badger	270-295-5257
Owensboro Municipal Utilities	Owensboro, KY	Chris Lovecamp	270-903-8697
<b>Domtar (paper &amp; pulp mfg)</b>	Hallsville, KY	Steve Sangalli	270-222-0090
Duke (cooling)	Florence, IN	Kyle Meyer	812-427-2332
<b>Owensboro Grain</b>	Owensboro, KY	engineering	270-926-2032
<b>Grain Processing Corp (GPC)</b>	Washington, IN	engineering	812-257-0480

*Those in **bold** specify the HVI method for all rehab work done at their facility*

All facilities listed above have wells completed in screened sand and gravel formations, many of which are much deeper than the well in question in Goshen (up to 700'). Owensboro Municipal Utilities has developed a similar procedure/setup with their own equipment and personnel so that they can perform rehab work in house on their 35+ wells.

*Serving Indiana – Ohio – Kentucky – Tennessee – Georgia – Alabama – Mississippi*



524 NE Third Street  
P.O. Box 230  
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Office: 812-723-2108  
Fax: 812-723-5140

### Warranty

The warranty as provided by NWS (attached) includes and is limited to equipment supplied or repaired and installed by NWS.

Given the unknown nature of the specific geologic, existing microbiologic, and conditions brought on or exacerbated by work in the past, we cannot warranty any work surrounding the rehabilitation procedures to be undertaken.

We guarantee that the pump system will work when reinstalled so long as it was operating up to the point that it was disconnected by NWS employees, pulled, and then reset by NWS employees when the rehabilitation work is completed.

*Serving Indiana – Ohio – Kentucky – Tennessee – Georgia – Alabama – Mississippi*



### National Water Services, LLC - Pump Warranty

Subject to the terms and conditions set forth below, NATIONAL WATER SERVICES, LLC ("NWS") warrants that its supplied equipment is free from defects in workmanship and materials USING ITS SPECIFICATIONS AS A STANDARD. This warranty does not extend to anyone *except the first purchaser to whom the goods are Supplied.*

NWS's obligation under this warranty is expressly limited to replacing or repairing, free of charge, F.O.B. point of manufacture, any defective part or parts of its manufactured equipment; however, NWS SHALL HAVE NO SUCH LIABILITY EXCEPT WHERE IT IS SHOWN TO THE SATISFACTION OF NWS THAT THE DAMAGE OR CLAIM RESULTED FROM BREACH OF THIS WARRANTY. All parts claimed defective must be inspected by NWS or branch.

Every claim under this warranty SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING AND RECEIVED BY NWS WITHIN THIRTY (30) DAYS OF THE DATE THE DEFECT WAS DISCOVERED OR SHALL HAVE BEEN DISCOVERED, and within one year of the date of installation. The installation date must be within six months of the date the pump was purchased from NWS.

This Warranty does not cover those parts of the manufactured equipment which are not manufactured or supplied by NWS except to extend to the purchaser the same warranty, if any, which is given to NWS by the manufacturers of said parts.

NWS makes no other representation of warranty of any kind, express or implied, in fact or in law, including without limitation, the warranty of merchantability or the warranty of fitness for a particular purchase, other than the limited warranty set forth herein. In no event shall NWS be liable for any consequential or incidental damages resulting directly or indirectly from the use or loss of use of the manufactured equipment. NWS shall not be liable for any alleged negligence, breach of warranty, strict liability, or any other theory other than the limited liability set forth herein.

THIS WARRANTY CONTAINS THE ENTIRE WARRANTY RELATING TO THE MANUFACTURED OR SUPPLIED GOODS OF NWS, AND NO CONDUCT, ORAL STATEMENTS OR REPRESENTATIONS NOT CONTAINED IN THIS WARRANTY SHALL HAVE ANY FORCE OR EFFECT OR BE DEEMED A WAIVER THEREOF, THIS WARRANTY SHALL NOT BE MODIFIED IN ANY WAY EXCEPT IF IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NWS.

This Warranty, and any liability of NWS hereunder, shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana.



524 NE Third Street  
P.O. Box 230  
Paoli, Indiana 47454  
Office: 812-723-2108  
Fax: 812-723-5140

### Compensation

The costs for the work as outlined in the HVI Process and Description for the full rehabilitation as outlined in the RFP includes the following:

- Mobilization to and from the site
- Supply and install temporary pipe ramp so that pumping can continue as well as maintaining access for private facility shops
- Pre-rehab flow test (utilizing facility pump equipment currently installed)
- Pre-rehab Color Downhole Video Inspection with DVD provided to the City upon completion
- Rehabilitation based on the RFP and Process outline
- Reset existing pump system – based on previous test data sheet included in RFP it does not appear that the pump needs to be torn down or repaired at this time

Based on the RFP, the Process outline, and the scope as outlined above, the total estimated cost for the project is \$29,400.

Based on our success with this methodology, we generally offer an optional treatment to include an additional day with the chemicals that were deemed most efficient at increasing specific capacity (often differs well to well) at an added cost of \$5,600 which includes all labor, equipment, and materials as needed for the additional day/treatment.

Sincerely,

**Phil Bonneau, CPG**  
**National Water Services, LLC**

*Serving Indiana – Ohio – Kentucky – Tennessee – Georgia – Alabama – Mississippi*

# Evaluation Criteria Score Sheet.

**Criterion**

reviewer 1

- 1) Evaluation Of Proposed Method
- 2) Vendor Experience and Qualifications
- 3) Warrenties Points
- 4) Compinsation Points

Points Available	Peerless Midwest	Ortman Drilling	National Water Services
30	25	18	27
30	23	20	27
20	5	3	5
40	25	30	24
Total Points ---- 120	78	71	83

**Criterion**

reviewer 2

- 1) Evaluation Of Proposed Method
- 2) Vendor Experience and Qualifications
- 3) Warrenties Points
- 4) Compinsation Points

Points Available	Peerless Midwest	Ortman Drilling	National Water Services
30	20	10	30
30	30	20	30
20	15	5	10
40	30	40	30
Total Points ---- 120	95	75	100

**Criterion**

reviewer 3

- 1) Evaluation Of Proposed Method
- 2) Vendor Experience and Qualifications
- 3) Warrenties Points
- 4) Compinsation Points

Points Available	Peerless Midwest	Ortman Drilling	National Water Services
30	30	10	25
30	28	20	29
20	0	0	0
40	39	40	39
Total Points ---- 120	97	70	93

**Criterion**

- 1) Evaluation Of Proposed Method

Points Available	Peerless Midwest	Ortman Drilling	National Water Services
30	28	22	29

- 2) Vendor Experience and Qualifications
- 3) Warrenties Points
- 4) Compinsation Points

30	25	5	25
20	10	5	10
40	20	40	25
Total Points ---- 120	83	72	89

**Criterion**

- 1) Evaluation Of Proposed Method
- 2) Vendor Experience and Qualifications
- 3) Warrenties Points
- 4) Compinsation Points

Points Availible	Peerless Midwest	Ortman Drilling	National Water Services
30			
30			
20			
40			
Total Points ---- 120	0	0	0

480 Points available	Peerless Midwest	Ortman Drilling	National Water Services
Point Totals	353	288	365



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

DATE: March 29, 2021

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NIPSCO has requested permission to close Olive Street, just north of the intersection with Lincoln Avenue, from Monday, April 5 until Wednesday, April 7, 2021. This additional closure is necessary in order to completely retire the existing gas main. All necessary traffic controls will be utilized. Traffic will be detoured onto Steury Avenue.

**Requested motion: Move to approve the closure of Olive Street, just north of Lincoln Avenue, from April 5 until April 7, 2021.**

ACCEPTED:

City of Goshen  
Board of Works & Safety

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mike Landis, Board Member

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



**CITY OF GOSHEN DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

March 26, 2021

**To:** Board of Public Works and Safety  
**From:** Carla Newcomer, Paralegal  
**Subject:** Building Commissioner Order 1602 S 12th Street

A hearing is scheduled for the property located at 1602 S. 12<sup>th</sup> Street. Attached is an Order of the City of Goshen Building Commissioner regarding the property. The Board of Public Works and Safety needs to determine whether the house is unsafe.



Findings from the Hearing on the Order of the Goshen Building Commissioner  
Relative to property located at 1602 S. 12<sup>th</sup> Street.

\_\_\_\_\_ The Board of Works and Safety finds the property located at 1602 S. 12<sup>th</sup> Street not to be unsafe.

\_\_\_\_\_ The Board of Works and Safety finds that the property located at 1602 S. 12<sup>th</sup> Street is unsafe, and the following conditions found at 1602 S. 12<sup>th</sup> Street do not meet the standards of the Neighborhood Preservation Ordinance:

These findings made this \_\_\_\_\_ day of March, 2021

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

\_\_\_\_\_  
Michael Landis, Member

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

## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

March 1, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Gregory St. Germain  
1602 S. 12<sup>th</sup> Street  
Goshen, IN 46526

RE: Premises at 1602 S. 12<sup>th</sup> Street, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 1602 S. 12<sup>th</sup> Street, Goshen, Indiana, that the building at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on November 16, 2020. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on February 8, 2021 which showed no significant improvement to the real estate.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are a public health hazard dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter 1 concerning building condition and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

The following violations of Section 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. Water heater is not working and needs to be replaced (violation of Section 6.3.1.2 (f)).
2. Plumbing system is not in working order and needs to be assessed and repaired. The Goshen City Utilities Office record's show there has been no water usage since 2014 (violation of Section 6.3.1.7(a)).
3. Interior of the property has accumulated trash, debris, containers of human waste, and animal feces. Carpets are stained and have embedded animal waste. (violation of Section 6.3.1.6(b)(1)).
4. Multiple egress out of the property is blocked due to accumulation of materials and needs to be cleaned so that there is a safe egress out of the property in case of emergency. (violation of Section 6.3.1.3(d)).
5. Furnace and duct work need to be assessed to see if they are working order so that an adequate amount of heat can be supplied to the property (violation of Section 6.3.1.3 (e)).
6. Utilities need to be turned back on and work properly (violation of Section 6.3.1.7 (a)).

These violations make the premises at 1602 S. 12<sup>th</sup> Street, Goshen unsafe.

You are ordered to remove the trash, debris, to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition required for human habitation, occupancy or use so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by April 2, 2021. In particular, you are ordered to make the following corrections:

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 1602 S. 12<sup>th</sup> Street, Goshen

Page 2

March 1, 2021

1. Replace broken water heater
2. Repair or replace broken plumbing.
3. Have water service turned on to the property.
4. Remove debris, human waste and animal feces from the property.
5. Remove materials blocking the egress out of the property.
6. Repair duct work so that adequate heat can be supplied to the property.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, March 29, 2021 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building, you must also supply Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on March 1<sup>st</sup>, 2021

City of Goshen Building Department

  
\_\_\_\_\_  
Mark Brinson  
Community Development Director

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 1602 S. 12<sup>th</sup> Street, Goshen

Page 3

March 1, 2021

**CERTIFICATE OF SERVICE**

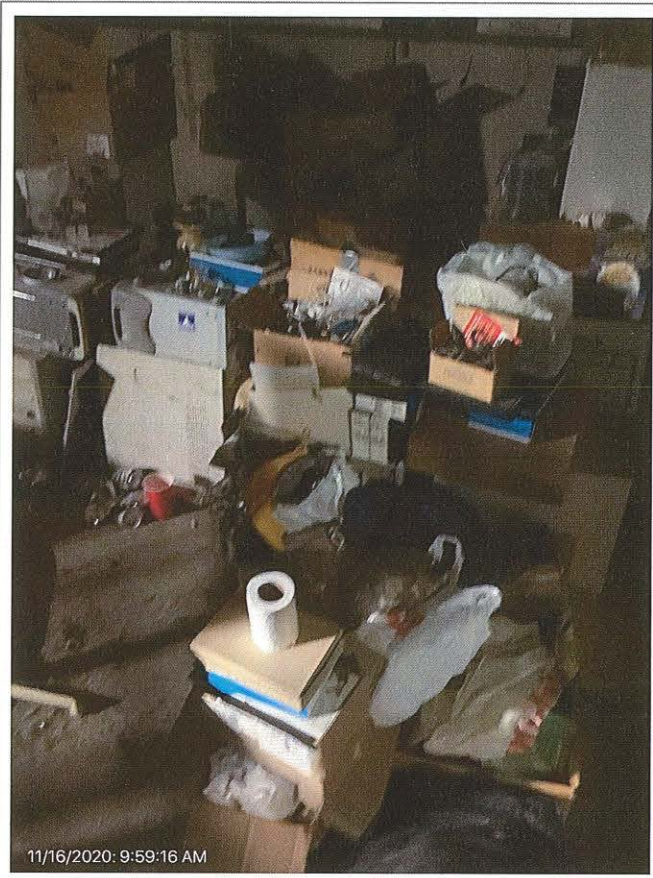
The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1602 S. Twelfth Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on March 1, 2021 :

To: Gregory St. Germain  
1602 S. 12<sup>th</sup> Street  
Goshen, IN 46526

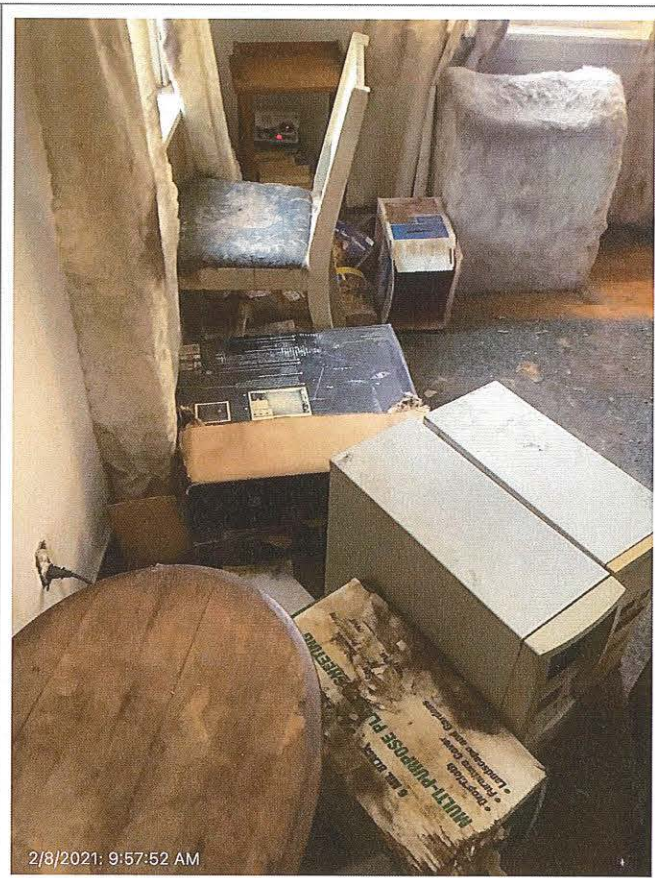


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Carla Newcomer  
Paraalegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528



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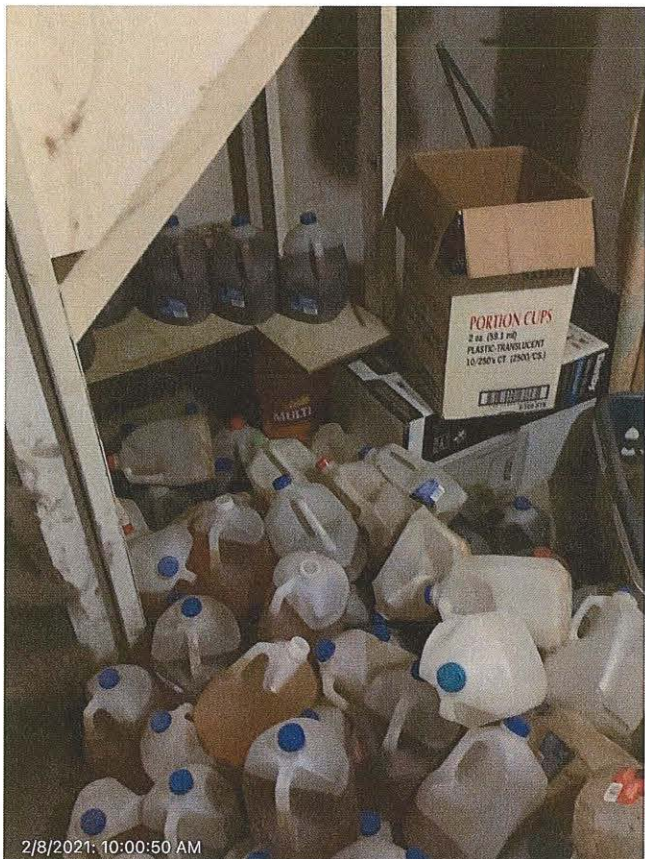
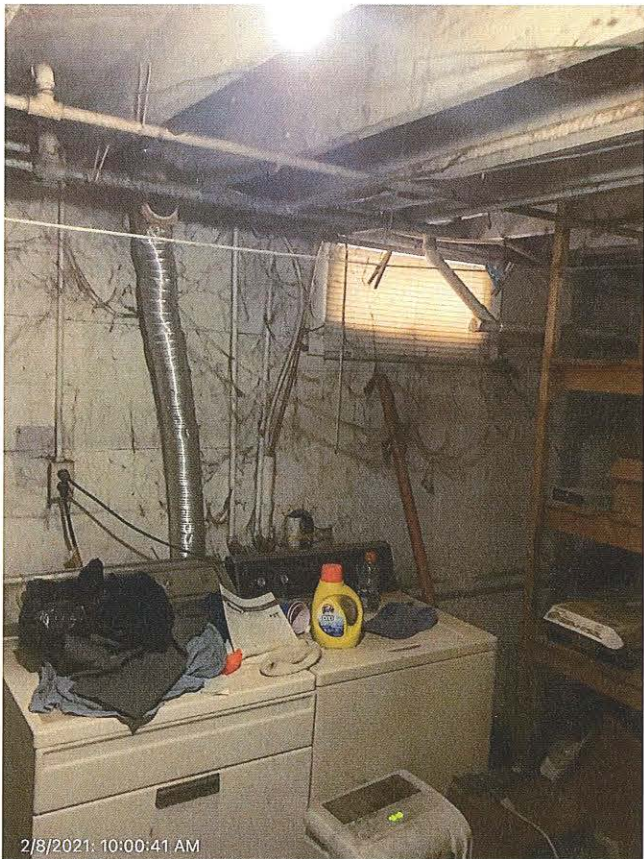
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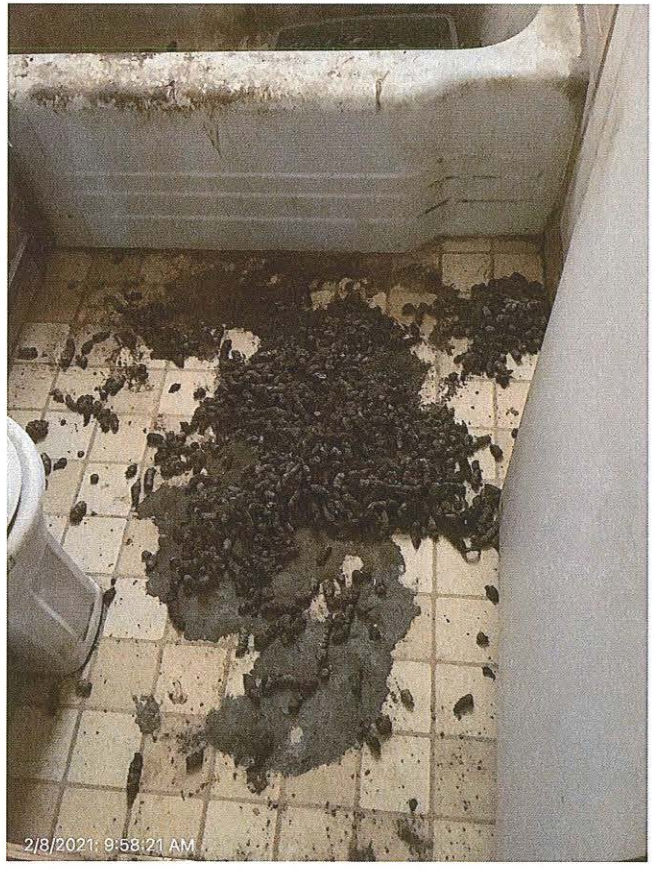
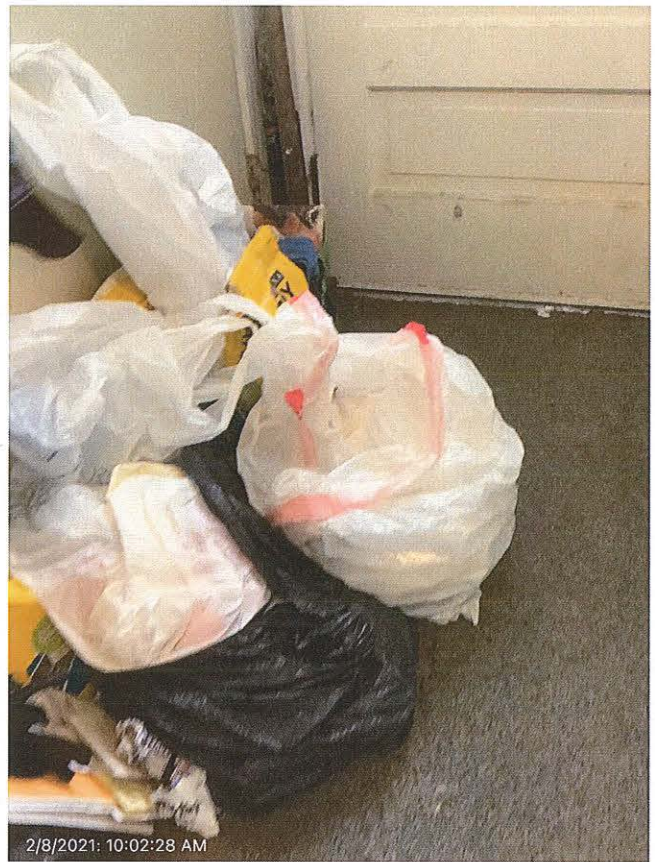
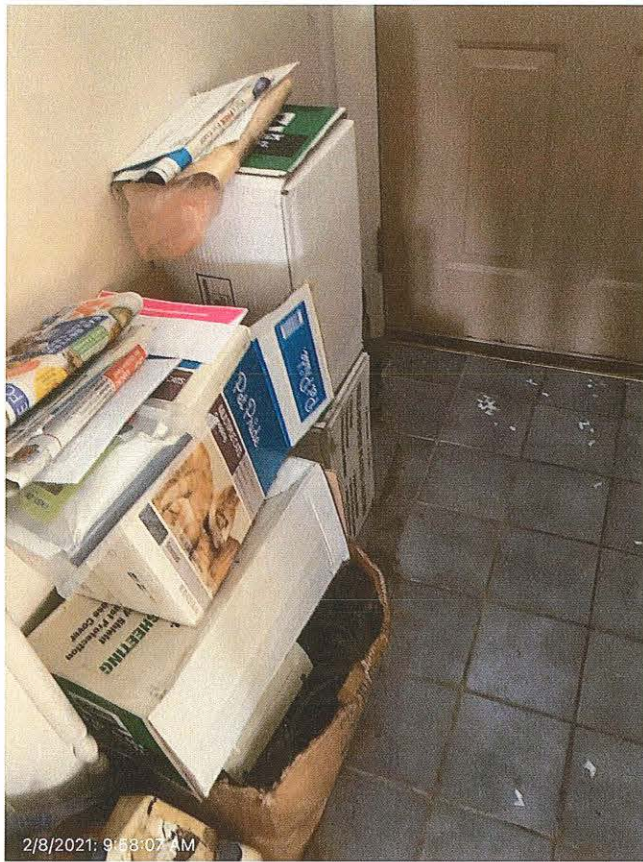


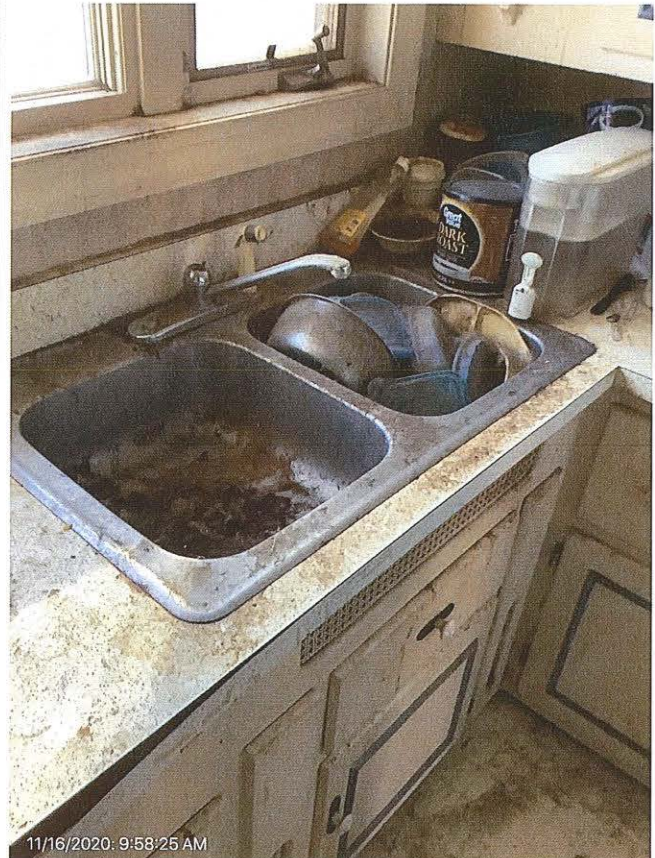
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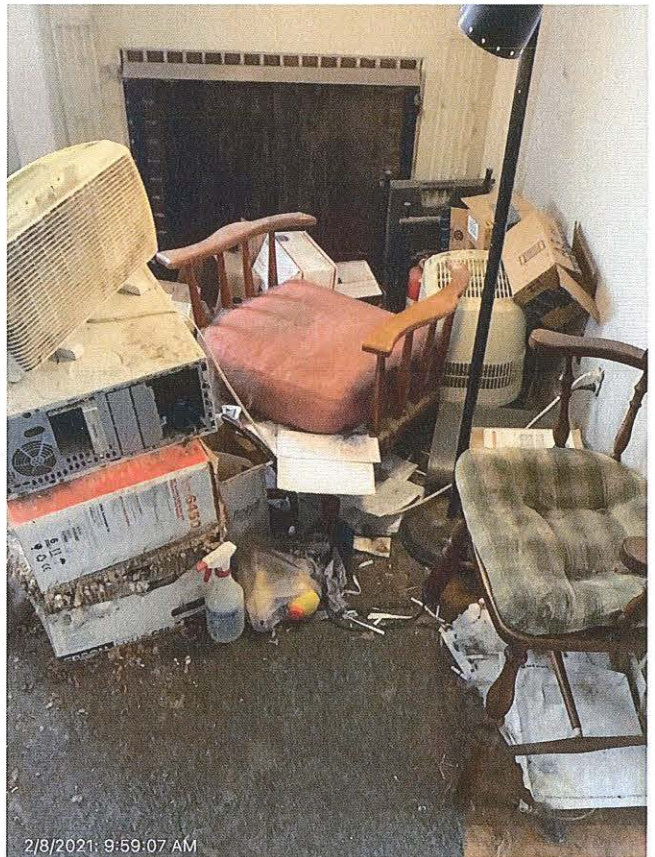
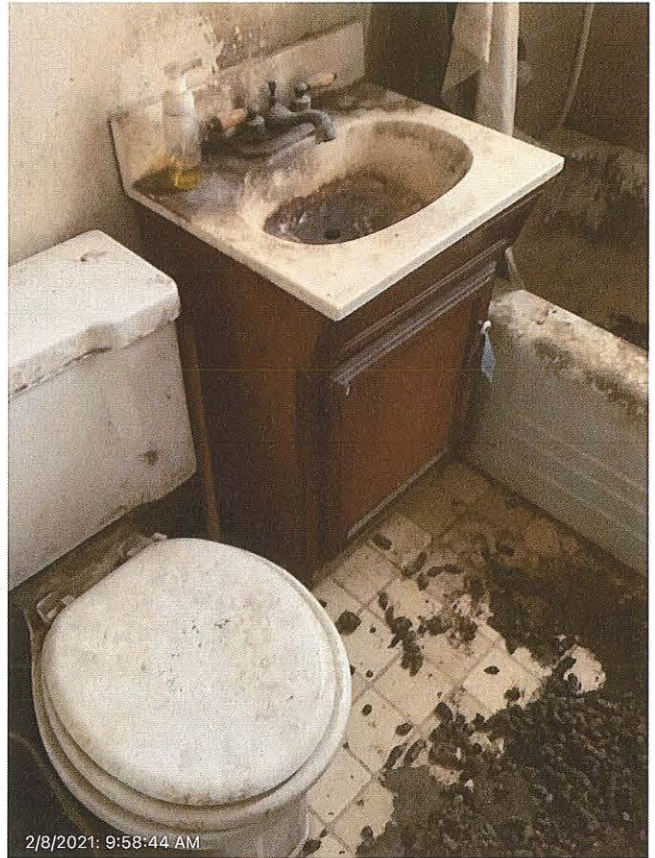
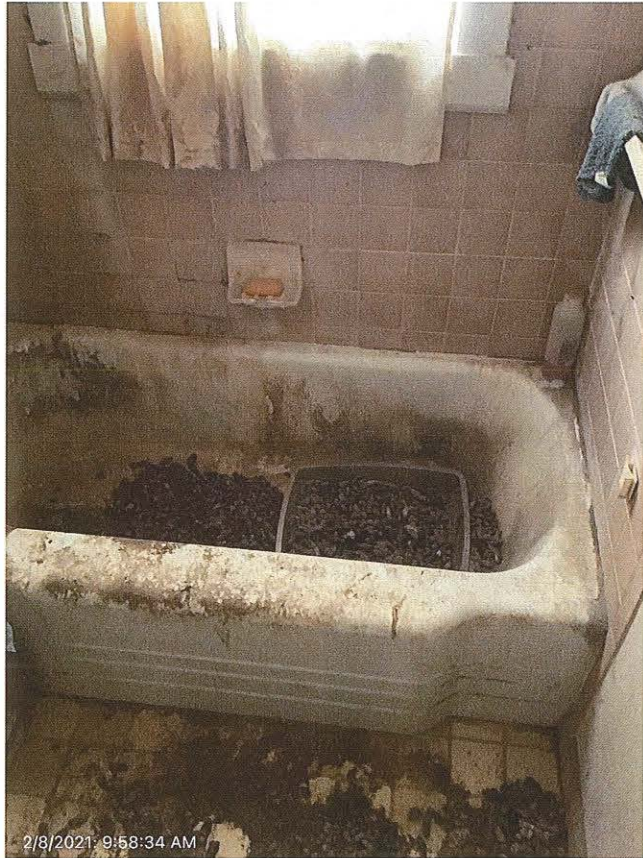
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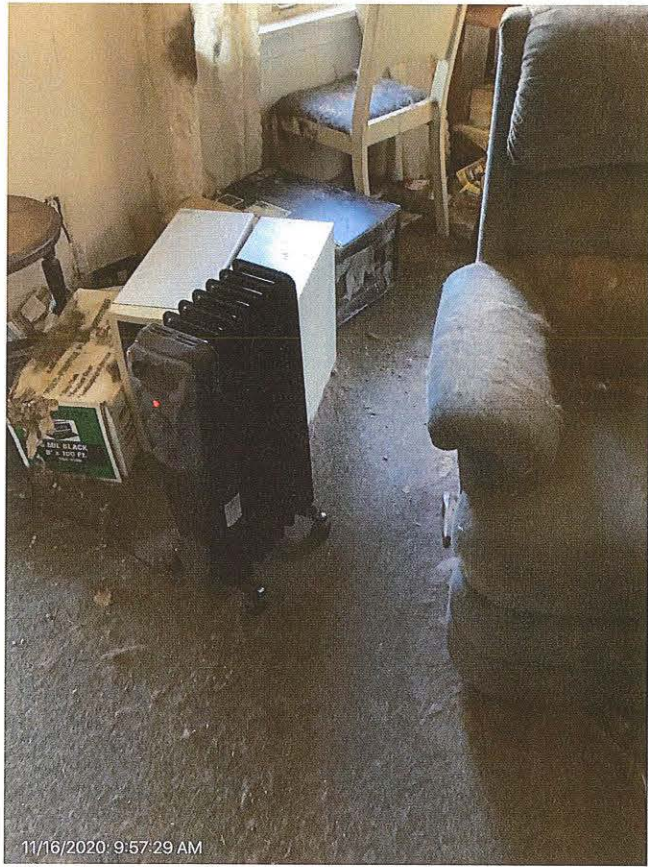








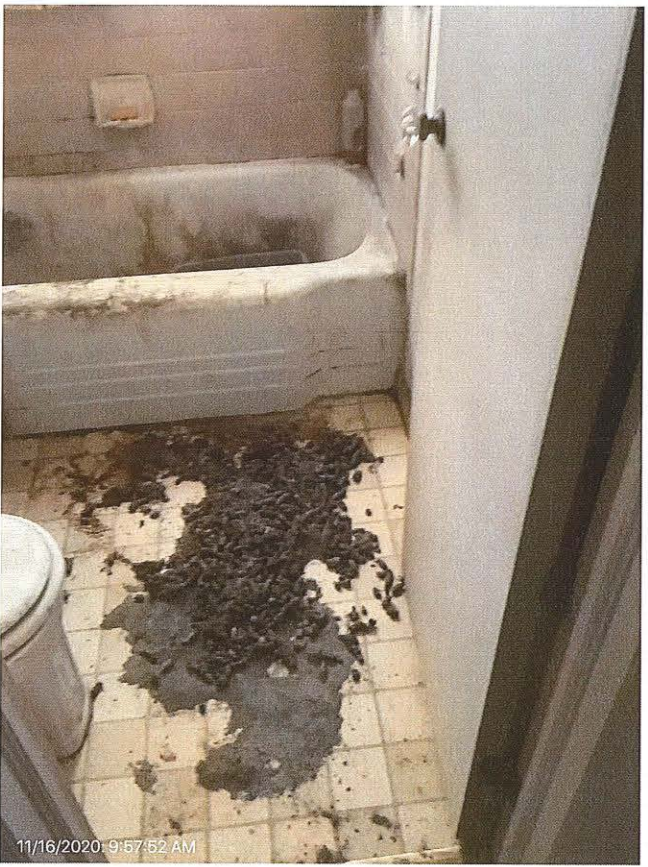




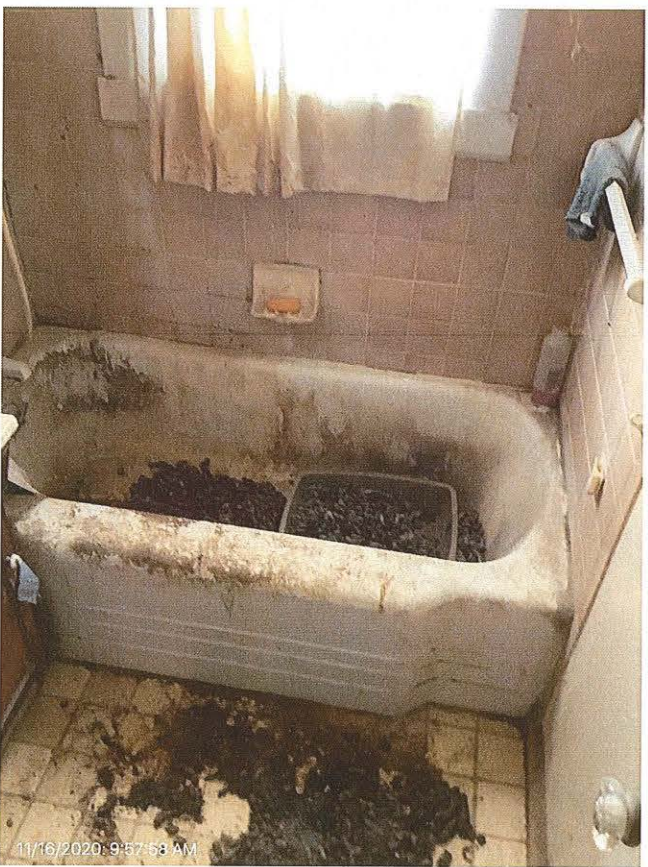
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