

**NOTICE TO PROPOSERS**  
**5TH STREET RECEIVERSHIP PROJECT**

The City of Goshen, Indiana, through its Building Commissioner, is seeking proposals from qualified individuals, firms, or organizations to serve as a court-appointed receiver for multiple unsafe properties within the City that are subject to pending court proceedings under the Indiana Unsafe Building Law (Indiana Code § 36-7-9-1 *et seq.*). The selected proposer will be responsible for taking possession and control of designated properties, securing the properties, preparing and assisting in obtaining court approval for a rehabilitation plan and budget, overseeing property rehabilitation, managing financial accounting related to the project, and providing regular reports as may be required. The subject real estate involves four (4) parcels of real estate, generally located at 423 North 5th Street, 511 North 5th Street, 513 North 5th Street, and 601 North 5th Street.

The Request for Proposals (RFP) and Contract Documents may be obtained from the Goshen Building Department at 204 E. Jefferson Street, Suite 5, Goshen, IN 46528 or from the City of Goshen's website at <https://goshenindiana.org/bidding-opportunities>. The City shall not be responsible for documents obtained from any other source.

A proposal must be submitted in accordance with the Request for Proposals and all contractual terms and conditions that are included in the Contract Documents.

No bid security is required to be submitted for this solicitation.

A proposal must be received by the Goshen Building Department at 204 E. Jefferson Street, Suite 5, Goshen, IN 46528 by 10:00 a.m. (local time) on April 21, 2025.

The proposals will be evaluated based on the criteria provided for in the RFP. The City of Goshen reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received.

**CITY OF GOSHEN, INDIANA**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**



**FOR**  
**5TH STREET RECEIVERSHIP PROJECT**

**DATE ISSUED: March 27, 2025**

**PROPOSAL DUE DATE & TIME: April 21, 2025 at 10:00 a.m.**

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## **Section 1 – Proposal and Award Schedule**

- |                                   |                               |
|-----------------------------------|-------------------------------|
| • Request for Proposals Available | March 24, 2025                |
| • Proposal Deadline               | April 17, 2025                |
| • Review by Selection Committee   | April 17, 2025-April 30, 2025 |
| • Action by Goshen Board of Works | May 1, 2025                   |

## **Section 2 – Background and General Information**

The City of Goshen, Indiana (“City”), a municipal corporation and political subdivision, is seeking proposals from qualified individuals, firms, or organizations to serve as a court-appointed receiver for multiple unsafe properties within the City that are subject to pending court proceedings under the Indiana Unsafe Building Law (Indiana Code § 36-7-9-1 *et seq.*). The selected Receiver will be responsible for:

- Taking possession and control of the designated properties;
- Securing and stabilizing the structures to prevent further deterioration;
- Preparing and assisting in obtaining court approval for a rehabilitation plan, financing strategy, and budget;
- Overseeing property rehabilitation, ensuring compliance with applicable building codes, safety standards, and court directives;
- Issuing and managing receiver’s notes or certificates to fund rehabilitation as authorized by the Court under Indiana Code § 36-7-9-20(a)(6); and
- Providing regular reports to the City and, if required, to the Court throughout the receivership process.

The Subject Real Estate involves four (4) parcels of real estate located in Goshen, at 423 North 5th Street; 511 North 5th Street; 513 North 5th Street; and 601 North 5th Street. The City of Goshen has filed to establish a receivership for these properties in the Elkhart County Circuit Court under Cause No. 20C01-2503-PL-50; that matter is currently pending. The Receiver will work closely with the City to assist in obtaining Court approval for the scope of work, budget, and financing mechanisms necessary for each property.

The purpose of the receivership is to take possession of the Subject Real Estate for a period sufficient to accomplish and pay for necessary repairs and improvements. The City will request the Court appoint the selected Receiver and intends to provide funding for the Project by purchasing receiver’s notes or certificates issued by the Receiver as approved by the Court.

As indicated hereafter, attached to this RFP is the form of Agreement contemplated by the City to entered into between the City and the successful applicant.

### **Section 3 – Proposals**

The successful proposer will be awarded the Agreement for 5th Street Receivership Project in substantially the same form attached in Appendix A. General services anticipated to be provided by the selected Receiver include, but are not limited to, the following:

- Securing each of the four (4) parcels of the Subject Real Estate;
- Obtaining and maintaining adequate insurance coverage for each property;
- Conduct an inspection of each property to identify all areas requiring rehabilitation and/or improvement;
- Development of a detailed and comprehensive scope of work for each parcel;
- Development of a comprehensive budget for each parcel's renovation;
- Development of a project schedule for each parcel;
- Cooperation with City in seeking Court approval for the budget, scope of work, and receiver's fees, as well assisting in obtaining Court approval for the proposed financing mechanism (receiver's notes/certificates) and execution of the same upon approval; and
- Project management, including hiring and managing subcontractors for renovation work, coordinating with City officials for all required permits, inspections, and approvals, maintaining comprehensive records and financial accountings for Project duration.

A full list of expected duties and services can be found in Section 4 of the Agreement included in Appendix A.

The successful proposer is expected to follow all federal, state, and local laws, regulations, and ordinances.

To facilitate the evaluation process, proposals should consist of the following:

- Cover Letter, including a brief introduction of the proposer, including name, address, and contact information, along with a statement of interest in the Project.
- Statement or Description of Qualifications and Experience, including any professional credentials and licenses relevant to property receivership and management, rehabilitation, and financial oversight; description of past experience in property rehabilitation, project financing, and project management; and at least three (3) references for similar construction projects.
- Statement of anticipated timeline for completion at each parcel, once approval for repair and improvement work is obtained.

- Proposed fees and compensation, including a flat fee for preparing the rehabilitation plan, scope of work, and budget for each parcel; a percentage-based project management fee, calculated as a percentage of the total approved rehabilitation budget; and an hourly rate for pre-approval work, such as court appearance and preparation of any necessary court testimony and evidence.
- Evidence of financial stability, demonstrating capacity to manage receivership funds and complete the Project in a timely fashion.
- Include information on any items that deviate from the terms of the Agreement included in Appendix A.
- Include any other information deemed relevant.

**Before final submittal, please review the entire Agreement included in Appendix A to ensure proposal completeness.**

Any questions concerning the Project, the Subject Real Estate, or the pending Court Proceedings may be directed either to Goshen City Building Commissioner, Myron Grise, at 574-534-1811 or [building@goshencity.com](mailto:building@goshencity.com), or to Assistant City Attorney, Don Shuler, at 574-534-3820 or [legal@goshencity.com](mailto:legal@goshencity.com).

#### Conflict of Interest / Non-Collusion

All Proposers must certify that it has not entered into a combination or agreement relative to the fees or compensation to be paid, scope of services to be provided, or other matters addressed by this proposal and the Agreement in Appendix A, has taken any action to persuade or dissuade any other person or entity from submitting a proposal. The Proposer's proposal is made without reference to any other proposal unless specifically indicated in the proposal. All Proposers must certify that they are not in a situation where its private interest would interfere with its loyalty or responsibility to City or raise questions about such interference. The Proposer agrees to not accept work, enter into a contract, accept an obligation or engage in any activity, paid or unpaid, that is inconsistent or incompatible with the proposing entity's obligations, or the scope of services to be rendered to City.

Before a proposal may be accepted, the person or entity must sign and have notarized the Non-Collusion Affidavit, a form of which is provided in Appendix B of this Request for Proposals.

#### **Section 4 – Submission of Proposals**

All proposals shall contain concise written materials and illustrations, if appropriate. Legibility, clarity, and completeness are essential. Please limit proposals to a total of ten (10) double-sided or twenty (20) single-sided pages. A complete proposal package shall consist of one (1) hard copy and one copy submitted in PDF, either via a flash drive or via email to

[building@goshencity.com](mailto:building@goshencity.com). Once finalized, proposals shall be delivered by Thursday, April 17, 2025 at 12:00 p.m. (local time) to the Goshen Building Department at 204 E. Jefferson Street, Suite 5, Goshen, IN 46528. Late submissions will not be accepted or considered. The submission should be in a sealed envelope clearly labeled “5th Street Receivership Project” with the Proposer’s name and address.

## **Section 5 – Evaluation Criteria and Selection Process**

No one criterion will be controlling in selection of the best proposal. The proposals considered will be evaluated by an advisory committee appointed by the Mayor of the City of Goshen. The selection process is initiated with the opening of proposals to be considered in the selection process. The selection will be based upon the best judgment of the advisory committee in seeking the best and highest quality services. However, factors that will be considered in evaluating the proposals received include the following:

- Experience and qualifications in renovation work, project management, and financial accounting
- Proposed fees and compensation
- Proposed timeline for project completion
- Demonstrated ability to manage construction projects efficiently
- References and past performance

The advisory committee may require additional information and/or clarification and may contact applicable Proposer(s) with questions or request for an interview as determined by information and/or clarification required.

Following the final stage of evaluation, the advisory committee may negotiate with the selected Proposer the contractual terms, fees and compensation, and scope of services. The City reserves the right to negotiate final contract terms. Pending successful negotiations, the Agreement for the 5th Street Receivership Project will be awarded.

## **Section 6 – Disclaimers**

This Request for Proposals does not commit City to award a contract. The City reserves the right to accept or reject part of a proposal, any or all proposals received, to negotiate with qualified Proposers, or to cancel the RFP. The City reserves the right to alter, amend, or modify any provision of this RFP or the consultant selection process, or waive irregularities in procedures related to the RFP, at any time prior to the award of an Agreement, if it is in the best interests of the City to do so.

The City reserves the right to make inquiries as deemed necessary of Proposers and their references and clients regarding qualifications and information submitted as part of their responses. The City may require Proposers to revise one or more elements of its proposal in accordance with contract negotiations.

The City will not be liable for any costs incurred by respondents in replying to this Request for Proposal. The City is not liable for any costs for work or services performed by the selected Proposer prior to award of the Agreement. Total liability of the City is limited to the terms and conditions of this request and any resulting Agreement. In the event the selected Proposer(s) do not enter into the required agreement to carry out the purposes described in this RFP, the City may commence negotiations with another Proposer.

**APPENDIX A**

**AGREEMENT FOR  
5TH STREET RECEIVERSHIP PROJECT**

THIS CONTRACT FOR RECEIVERSHIP PROJECT (“Contract”) is entered into on April \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page, by and between **Contractor Name** (“Receiver”), whose mailing address is \_\_\_\_\_, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

WHEREAS, the City has determined that certain properties within its jurisdiction are unsafe under the Indiana Unsafe Building Law (I.C. § 36-7-9-1 *et seq.*) and require rehabilitation in accord with said Law;

WHEREAS, the City has filed a civil action in the Elkhart County Circuit Court, Cause No. 20C01-2503-PL-50 pursuant to I.C. §§ 36-7-9-17 and -20 (the “Court Proceedings”) seeing the appointment of a receiver to take possession of and rehabilitate the properties;

WHEREAS, upon Court approval, a receiver shall take possession of the properties, secure and stabilize the properties, obtain financing through receiver’s notes or certificates, and otherwise make repairs and improvements to said properties;

WHEREAS, the City and Receiver desire to define their respective obligations, responsibilities, and compensation under this Agreement.

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

**1. Project Description.**

(A) The properties subject to this Agreement (collectively, the “Subject Real Estate”) are located within the corporate limits of the City of Goshen, Indiana and have been determined to be unsafe buildings and unsafe premises under the Indiana Unsafe Building Law, I.C. § 36-7-9-1 *et seq.* These properties are the subject of pending Court Proceedings initiated by the City seeking the appointment of a receiver pursuant to I.C. § 36-7-9-20. The four (4) parcels that constitute the Subject Real Estate are as follows:

- (1) 423 North 5th Street, Goshen, Indiana (“Parcel 1”);
- (2) 511 North 5th Street, Goshen, Indiana (“Parcel 2”);
- (3) 513 North 5th Street, Goshen, Indiana (“Parcel 3”);
- (4) 601 North 5th Street, Goshen, Indiana (“Parcel 4”).

- (B) Pursuant to I.C. § 36-7-9-20, the purpose of the receivership includes, but is not limited to, the following:
  - (1) take possession of the Subject Real Estate for a period sufficient to accomplish and pay for necessary repairs and improvements;
  - (2) eliminate unsafe conditions that threaten public health, safety, and welfare; rehabilitate the unsafe buildings on the Subject Real Estate in compliance with applicable building codes, safety standards, and any Court orders; and
  - (3) manage the financial, reporting, and accounting obligations as required by the Indiana Unsafe Building Law and any Court orders.
- (C) The Receiver shall undertake and oversee the repair, renovation, and improvement of each parcel within the Subject Real Estate, ensuring that all work complies with Court orders, local regulations, and applicable state laws.

2. **Definitions.**

- (A) “Subject Real Estate” refers collectively to the four (4) properties designated for receivership under the Court Proceedings. Each individual property may be referred to as a “Parcel.”
- (B) “Project” refers to the entire scope of work, including the Receiver’s court appointment, property possession, rehabilitation, financial management, final accounting, and final disposition of the Subject Real Estate.
- (C) “Court Proceedings” refers to the civil action filed by the City under I.C. §§ 36-7-9-17 and -20 seeking the appointment of a receiver and approval of the rehabilitations cope, budget, and financing plan, in Elkhart County Circuit Court under Cause No. 20C01-2503-PL-50.
- (D) “Court Approval” refers to the necessary judicial authorization for any matter in accordance with the Indiana Unsafe Building Law.

3. **Component Parts of this Agreement.**

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
  - (1) City of Goshen, Indiana Specifications and Contract Documents for the 5th Street Receivership Project.

- (2) Receiver's Proposal as submitted to City, including all submittals and attachments prepared by Receiver.
  - (3) Notice to Proceed issued by City to Receiver.
  - (4) Amendments that may be subsequently executed by City and Receiver.
  - (5) Receiver's certificate of insurance.
- (B) The above documents are specifically incorporated into this Contract by reference.
- (C) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
- (1) This Contract, and any Amendments;
  - (2) The Specifications and Contract Documents; and
  - (3) Receiver's Proposal.

4. **Duties of Receiver.**

- (A) Secure the Subject Real Estate.
- (1) Take control of each parcel of the Subject Real Estate, secure each said property against unauthorized access, and otherwise take possession and control of the Subject Real Estate. This will include, but is not limited to, installing/changing locks and securing windows.
  - (2) Obtain and maintain adequate insurance coverage for each property, including general liability and property insurance.
- (B) Scope of Work Development.
- (1) Conduct a thorough inspection of each property to identify all areas requiring rehabilitation, including structural, electrical, plumbing, and cosmetic aspects, to ensure habitability under the requirements of Goshen City Code.
  - (2) Develop a detailed and comprehensive scope of work outlining all necessary repairs, upgrades, and modifications for each parcel of the Subject Real Estate.

- (3) Develop a comprehensive budget for each parcel's renovation that includes itemized costs for materials, labors, permits, and contingencies; the budget shall include a contingency fund to address unforeseen issues that may arise during the rehabilitation process.
- (4) Develop a detailed project schedule for each parcel of the Subject Real Estate outlining all phases of rehabilitation, from commencement of repair work following court approval to project completion.

(C) Court Approval Process.

- (1) Cooperate with City in seeking Court approval for the budget, scope of work, contingency allotment, and receiver's fees. This may include, but is not limited to, the following:
  - (a) Preparing reports and exhibits to document the necessity and reasonableness of proposed expenditures.
  - (b) Attending court hearings and providing evidence and testimony as required.
  - (c) Communicating with legal counsel and City officials to ensure proper documentation is presented to the Court.
- (2) Receiver acknowledges that no repair work to the Subject Real Estate shall be performed except as permitted by court order approving the budget and rehabilitation scope of work.

(D) Project Management.

- (1) Following court approval, as necessary, solicit bids from qualified contractors, evaluate proposals, and enter into agreements for the completion of rehabilitation work. Ensure all contractors comply with licensing requirements and maintain appropriate insurance coverage.
- (2) Upon court approval, prepare and issue receiver's notes or certificates to finance rehabilitation work, as contemplated in Indiana Code § 36-7-9-20(a)(6). Maintain accurate records of all financial instruments issued.
- (3) Coordinate with City Building Department and other officials for all required permits, inspections, and approvals.
- (4) Promptly address any deficiencies or non-compliance issues identified during inspections or quality checks.

- (5) Oversee all rehabilitation activities, ensuring adherence to the approved scope of work and budget. Implement quality control measures to guarantee that all work meets established standards and specifications.
  - (6) Maintain comprehensive records of all project-related documents, including contracts, permits, inspection reports, and communications. This shall include detailed financial records of all expenditures and revenues related to each property of the Subject Real Estate.
  - (7) Provide monthly, detailed progress reports to City, including updates on budget, schedule, timeline, and any issues encountered.
  - (8) Provide any required documentation, including progress reports and accountings, as may be required by the Court.
  - (9) Ensure transparency and accountability through Project completion.
- (E) Receiver shall provide all supervision, labor, materials, equipment, services, permits, and other components necessary for the successful completion of the Project in accordance with this Agreement, including any incidentals whether or not specifically called for in these documents.

**5. Effective Date; Term.**

- (A) The Agreement shall become effective upon execution by all parties and approval by the Goshen Board of Public Works and Safety and Receiver (“Effective Date”).
- (B) Upon the Effective Date, Receiver shall begin performing its duties related to seeking and obtaining Court Approval immediately upon the effective date of this Agreement. The Receiver shall begin performing all other duties under this Agreement immediately upon receipt of Court Approval.
- (C) This Agreement shall continue until the earlier of Project completion and a Court Order discharging the Receiver, or termination of this Agreement as provided herein.

**6. Compensation; Payment.**

- (A) Receiver shall be compensated as follows:
  - (1) Receiver shall receive a flat fee of \_\_\_\_\_ per Parcel for preparing a detailed scope of work and estimated renovation budget for each Parcel.

- (2) Receiver shall receive \_\_\_\_\_% of the actual costs of labor and materials for rehabilitation as the project management fee, said fee included as part of the amount of issuance of the Receiver's notes or certificates as herein contemplated. The total cost of the Project, including all labor, material, and fees, shall not exceed the amount approved by the Court.
- (3) Receiver may bill at an hourly rate of \_\_\_\_\_ per hour for work performed prior to court approval of the rehabilitation plan, including court preparation and testimony, so long as such rate and compensation receives Court Approval as part of the amount of issuance of the Receiver's notes or certificates as herein contemplated.

(B) Receiver is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue any payment to Receiver.

7. **Project Safety.**

(A) Receiver shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.

8. **Independent Contractor.**

(A) Receiver shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Receiver shall be under the sole and exclusive direction and control of Receiver 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 Receiver and/or Receiver's employees, agents or subcontractors.

(B) Receiver understands that City will not carry worker's compensation or any other insurance on Receiver and/or Receiver's employees or subcontractors. Receiver 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.

9. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Receiver shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee 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 Agreement.

10. **Employment Eligibility Verification.**

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

11. **Indemnification.** Receiver 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Receiver or any of Receiver's agents, officers, and employees during the performance of this Agreement. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Agreement.

12. **Insurance.**

- (A) Prior to commencing work, Receiver 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 Agreement with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Receiver 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) Receiver 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 \$2,000,000 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

13. **Force Majeure.**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement 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 Agreement and the other party shall have no recourse.

14. **Default.**

- (A) If Receiver fails to perform the work or comply with the provisions of this Agreement, then Receiver may be considered in default.
- (B) It shall be mutually agreed that if Receiver fails to perform the work or comply with the provisions of this Agreement, 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 Receiver shall have the opportunity to cure. If the default is not cured within the time period allowed, the Agreement 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 Receiver shall be liable to the City for any excess costs incurred.

- (C) Receiver may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Receiver of any obligation or duty owed under the provisions of this Agreement.
  - (2) Receiver is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Receiver becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
  - (4) Receiver 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 Receiver or any of Receiver's property.
  - (6) Receiver is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Receiver unable to perform the work described under these Specifications and Contract Documents.
  - (7) The Agreement or any right, monies or claims are assigned by Receiver without the consent of the City.

15. **Termination.**

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

16. **Subcontracting or Assignment of Agreement.** Receiver 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 Receiver to subcontract or assign any portion of the Agreement shall not be construed to relieve Receiver from any responsibility to fulfill all contractual obligations.

17. **Amendments.** Any modification or amendment to the terms and conditions of the Agreement, including a change order, 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.
18. **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.
19. **Applicable Laws.**
- (A) Receiver agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Agreement are incorporated by reference.
  - (B) Receiver 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 Project. Failure to do so may be deemed a material breach of Agreement.
20. **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.
  - (B) 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.
  - (C) These documents 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.
  - (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
21. **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.
22. **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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528  
Email: [Legal@goshencity.com](mailto:Legal@goshencity.com)

Receiver: Receiver's Name  
Receiver's Address  
City, State ZIP  
Email: \_\_\_\_\_

- 23. **Binding Effect.** All provisions, covenants, terms and conditions of this Agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 24. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the Agreement.

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

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

**Receiver**

\_\_\_\_\_  
Gina M. Leichthy, Mayor

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

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

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

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

**APPENDIX B**

**Non-Collusion Affidavit**

I, \_\_\_\_\_, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the proposer to submit the attached proposal. Affiant further says that the proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone else shall refrain from providing a proposal; that said Proposer has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the Proposal, or to secure any advantage against the City or anyone interested in the proposed Agreement for 5th Street Receivership Project. Proposer further guarantees that no one connected with it is related by blood or marriage to any City official or employee unless identified on the Proposal and that no one connected with the City has any interest in Proposer.

Affiant further states that (s)he understands that any unauthorized contact between the Proposer, its agents, employees, or others on the Proposer's behalf, either directly or indirectly, and the City's staff, attorney, or consultants, other than the party mentioned herein, may cause the City to reject a company's proposal; that the Proposer has not been a party to any collusion with any of the City's officials, staff, or legal counsel as to the terms and conditions in the prospective Agreement for 5th Street Receivership Project; that there has been and shall be no discussions between the parties stated heretofore concerning the exchange of money or other things of value for special consideration.

Affiant further says that all statements contained herein and contained in the proposal are true.

FIRM Name:

\_\_\_\_\_

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

By: \_\_\_\_\_, Title: \_\_\_\_\_

Printed: \_\_\_\_\_, Authorized Official

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who being first duly sworn by me upon his/her oath, says that the facts in this Affidavit and Proposal are true and correct.

Signed and sealed this \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
County of Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_