



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE SPECIAL MEETING OF November 21, 2025**

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81076785935>

The Goshen Redevelopment Commission will meet for a special meeting on November 21, 2025, at 8:00 a.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. NEW BUSINESS

- a. Request Approval of the 2026 RDC Annual Spending Plan
- b. Request for Approval of Selection Committee Recommendation to Move Forward with Serenity Property Management for the Redevelopment of 113 West Jefferson / 233 South Main Street
- c. Request Approval of Construction Engineering Services Consultant Contract with A & Z Engineering
- d. Resolution 25-2025 Interlocal Agreement with the County of Elkhart for Reconstruction of the Bridge on College Avenue Crossing Horn Ditch

3. APPROVAL OF REGISTER OF CLAIMS

4. OPEN FORUM

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.

5. ANNOUNCEMENTS

Next Regular Meeting – December 9, 2025 at 3:00 p.m.



**Department of Community Development
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Approval of the 2026 RDC Annual Spending Plan

DATE: November 21, 2025

The purpose of this memo is to present the Redevelopment Commission's 2026 Annual Spending Plan for review prior to its submission to the Indiana Department of Local Government Finance (DLGF). All figures in this Spending Plan are drawn from the RDC's 5-Year Capital Plan and the approved report is due by December 1, 2025. Should unexpected opportunities or project needs arise in 2026, the Commission may amend the plan and upload revisions per DLGF directions.

Summary of Anticipated 2026 Expenditures

The total anticipated 2026 spending is \$42,699,000 across the following categories:

1. **Debt Service – \$900,000**
 - Scheduled payments on existing obligations tied to redevelopment and economic development projects.
2. **Capital Expenditures (Economic Development/Redevelopment Plans) – \$31,685,000**
 - Major project and infrastructure investments as outlined in the current 5-Year Capital Plan, including land acquisition, public infrastructure, and redevelopment activities permitted under the Economic Development Plan and Redevelopment Plan.
3. **Professional Expenses – \$7,881,000**
 - Consulting, engineering, architectural, legal, financial advisory, and other professional services required to support RDC projects and implementation of the Capital Plan.
4. **Police/Fire Capital or Operating Expenses – \$500,000**
 - Eligible public safety improvements and related capital/operating needs that support redevelopment areas and economic growth.
5. **Operating Expenses (Non-TIF Revenue Sources) – \$315,000**
 - General operating expenses funded from non-TIF revenues that are necessary to administer RDC activities and projects.

6. Permissible Reimbursements – \$478,000

- Reimbursement of qualifying costs consistent with statutory provisions, including eligible reimbursements tied to industrial facilities or other authorized recipients.

7. Other Anticipated Expenses – \$940,000

- Additional project-related and administrative costs not captured above but necessary to advance the RDC's redevelopment and economic development objectives.

Next Steps

Upon RDC approval, this Spending Plan will be submitted to the DLGF as the maximum anticipated 2026 TIF expenditure framework. Following Baker Tilly's Annual Presentation in December and the RDC's consideration of the updated 5-Year Capital Plan in January 2026, staff will return to the Commission with any recommended amendments to the Spending Plan for further action and subsequent resubmittal to the DLGF, if needed.

GOSHEN, INDIANA, REDEVELOPMENT COMMISSION

TIF ANNUAL SPENDING PLAN - 2026

Date of Submission: 11/21/2025

<u>Categories of Spending</u>	<u>Amount</u>
Debt Service	900,000
Bond Proceeds, Lease Financings or Tax Anticipation Warrant Expenses	-
Capital Expenditures allowed in Economic Development Plan or Redevelopment Plan	31,685,000
Professional Expenses	7,881,000
Grants/Contributions	-
Police/Fire Capital or Operating Expenses	500,000
Operating Expenses (non-TIF revenue sources)	315,000
Military Base Expenses	-
Eligible Efficiency Programs	-
Educational and Training Programs	-
Employee Training Expenses of Industrial Facilities Reimbursements	-
Permissible Reimbursements	478,000
Property Taxes Expenses	-
Other Anticipated Expenses	940,000
Total Anticipated Spending Plan	<u><u>42,699,000</u></u>

Note: Amounts represent maximum anticipated. The Redevelopment Commission recognizes that this annual Spending Plan is being prepared with information currently available and unexpected opportunities may arise in 2026 that may require the Spending Plan to be amended. If that occurs, an amended plan will be uploaded according to the Department of Local Government Finance's submission directions.



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Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Approval of Selection Committee Recommendation to Move Forward with Serenity Property Management for the Redevelopment of 113 W Jefferson St / 233 S Main St

DATE: November 21, 2025

One proposal was received in response to the RFP for 113 W Jefferson St / 233 S. Main Street. The Selection Committee, comprised of Commissioners Hessel and Weddell, and staff reviewed the proposal and met with Stephanie Honderich. After evaluating the project's alignment with redevelopment goals, financial feasibility, community benefit, and long-term downtown impact, staff is pleased to offer a **positive recommendation** for moving forward with the proposal.

Staff Recommendation

Staff recommends that the Redevelopment Commission:

Approve entering into a 5-year land contract/mortgage with Serenity Property Management

This reflects the Commission's interest in ensuring timely project delivery while maintaining an appropriate level of financial oversight. A 5-year term provides a reasonable structure for repayment and aligns with the projected timeline for the business's continued stability and success.

Decline the request for City participation in roof replacement funding

While roof work is included as part of the applicant's renovation scope, staff recommends no City contribution toward the \$39,700 roof replacement request. As the City will maintain ownership for the next 5 years, no property taxes will be owed. The tax savings eliminate the need for the funding contribution for the roof.

Rationale for Support

1. Strong alignment with RDC downtown revitalization goals

The project retains and expands a long-standing downtown business, adds new retail activity, increases foot traffic, and activates a prominent corner property with both daytime and evening use.

2. Proven local ownership and demonstrated property management capacity

Serenity Property Management has a positive record of improving and maintaining commercial properties in the downtown district. Their experience and stability reduce risk to the City and support a successful project outcome.

3. Meaningful community impact

GoDance provides extensive programming—including youth activities, classes serving the local Ukrainian community, and space for community groups. The expanded studio will increase opportunities for community engagement and broaden downtown's appeal.

4. Financial feasibility without City capital subsidy

The renovation budget and financing strategy indicate the applicant can feasibly complete the project without City construction participation, making the project a fiscally responsible option for the RDC.

5. Timely redevelopment schedule

The applicant's proposed phasing—beginning renovation work immediately after closing and achieving substantial completion within the first year—ensures that the property will be brought back into productive use efficiently.

Conclusion

The staff/selection committee finds Serenity Property Management's proposal to be well aligned with RDC priorities, financially sound, and highly beneficial to the downtown district. Staff recommends that the Commission proceed with:

- A 5-year land contract/mortgage for the sale of the property
- No City contribution toward roof replacement or other building improvements

Staff is requesting approval of the recommendation. If approved, final agreement documents will be brought to the December 9th meeting for formal approval.

A copy of the proposal is attached.

PROPOSAL TO PURCHASE 113 W JEFFERSON / 233 S MAIN STREET REDEVELOPMENT PROPERTY

FROM SERENITY PROPERTY MANAGEMENT

125 E Lincoln Ave
Goshen, IN 46528
Phone: (574) 538-8961

Date: 10/06/2025

Authorized Representative:

Stephanie Honderich, Owner
Phone: (574) 538-8961
Email: serenitypropertygoshen@gmail.com

Federal Tax ID Number: 47-2115293

State ID Number: 2014110300632

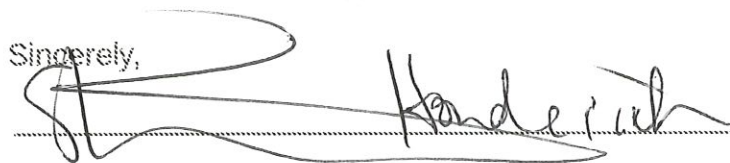
Dear Members of the Goshen Redevelopment Commission,

Serenity Property Management respectfully submits this proposal to purchase the redevelopment property located at 113 West Jefferson Street / 233 South Main Street. As a local property management company with eleven years of experience owning and maintaining downtown Goshen properties, we are committed to creating a vibrant, community-serving development that enhances this prominent intersection.

Our proposal combines community benefit with economic development by relocating our established dance studio, GoDance, which will blend well with the surrounding night life, while also creating new retail opportunities that will draw foot traffic to the southern portion of Main Street.

We look forward to the opportunity to discuss this proposal with the Commission.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephanie Honderich', is written over a horizontal dotted line.

Stephanie Honderich, Owner
Serenity Property Management

DETAILED DESCRIPTION OF INTENDED USE AND DEVELOPMENT

A. Conceptual Plan and Land Use

Primary Uses:

- **West Portion:** Multi-use community dance studio (GoDance)
- **East Portion (Main Street frontage):** Approximately 1,000 sq ft retail space
- **Second Floor Mezzanine:** Additional dance space and administrative office

Community Integration: The proposed development strategically addresses multiple community needs while enhancing the downtown business district. By relocating GoDance from its current location on Lincoln Avenue, we will free up that space for Dutch Maid Bakery's planned downtown expansion, supporting the growth of Lincoln Avenue's restaurant row. Simultaneously, the new retail space on Main Street will extend commercial activity southward, extending the flow of foot traffic south along Main. The evening activities at GoDance Studio will blend well with the surrounding nightlife.

Building Design and Layout:

- **Ground Floor West:** Open dance studio space with hardwood floors, mirrors, and sound system
- **Ground Floor East:** Retail space with a new entrance facing Main Street, potentially subdividable into two boutique spaces (approximately 500 sq ft each).
- **Mezzanine Level:** Additional dance/meeting space and administrative office
- **Exterior:** Replacement of existing garage doors with fully windowed overhead doors, new entrance from west parking area, new entrance from Main St, outdoor seating area on south side.

B. Improvements to Subject Real Property

Structural Improvements:

- Installation of hardwood dance flooring system
- Construction of mezzanine level with proper structural support
- Complete renovation of eastern portion (retail space)
- Installation of comprehensive HVAC system

- ● Roof replacement

Accessibility and Code Compliance:

- Renovation of existing restroom to ADA accessibility standards
- Installation of additional restroom facilities on mezzanine level
- All improvements to comply with Indiana Building Codes and City of Goshen ordinances

Facade and Entrance Improvements:

- Replacement of garage doors with windowed overhead doors
- Creation of new entrance from west parking area
- Creation of new entrance from Main St.
- Installation of appropriate signage and lighting
- Outdoor seating area development on south side

C. Development Plan Components

Building Design: The renovation will preserve the industrial character of the existing structure while creating welcoming, functional spaces. Large windows will provide natural light and street visibility, while maintaining the building's compatibility with surrounding downtown architecture.

Size and Density: The 3,350 sq ft building will be efficiently utilized with approximately 2,350 sq ft for dance/community use and 1,000 sq ft for retail, plus mezzanine office space.

Amenities:

- Professional dance flooring and mirrors
- Sound system for classes and events
- ADA accessible facilities
- Outdoor seating for retail customers
- Parking accessibility from multiple directions

Project Budget:

- Purchase Price: \$242,500
- Renovation Costs: \$175,000 - \$200,000
- **Total Project Investment:** \$417,500 - \$442,500

PROPOSED TIMELINE FOR DEVELOPMENT

Phase 1: Closing and Permits

- Financing finalization: 3 weeks after proposal acceptance
- Permit applications and approvals: Concurrent with financing (ongoing discussions with Myron Grise)

Phase 2: Dance Studio Renovation

- Start construction: As soon as permitting allows
- Dance studio completion: no more than 90 days after purchase

Phase 3: Retail and Mezzanine Construction

- Retail space renovation: Concurrent with Phase 2
- Mezzanine construction: winter 2025/2026
- Project completion: Spring 2026

Conditions:

- Standard permit approvals
 - Private investor financing arrangement completion
-

PROPOSED PURCHASE PRICE

We are pleased to offer two purchase options at the full asking price of \$242,500:

Option A: Land Contract with City (preferred)

- Purchase Price: \$242,500
- Interest Rate: up to 4%
- Term: 7 years
- Monthly Payments: up to \$2650 (requested lease amount)
- Balloon Payment (after 7 years): remaining balance

Option B: Traditional Purchase with combination Private/Bank Financing

- Purchase Price: \$242,500
- Financing through private investor land contract arrangement
- Bank financing for renovation costs

SPECIAL CONSIDERATION REQUESTS

Roof Replacement Funding: The City agrees to set aside and provide funds in the amount of \$39,700 for the replacement of the existing roof on the Subject Real Property, based on current quoted pricing (quote attached).

Water Service Reconnection: The City agrees to reconnect water service to the Subject Real Property at no cost to the purchaser and shall cover all costs associated with repairing any burst pipes within the building that may be discovered during the reconnection process or initial renovation phase.

Vapor Mitigation System Funding: In accordance with the Phase I and Phase II Environmental Site Assessments referenced in this RFP, should a vapor mitigation system be determined necessary based on the proposed use and renovations, the City agrees to provide funding for the installation of such a system. The determination of necessity shall be made jointly with the City.

FINANCIAL STATEMENT AND CAPABILITY

Serenity Property Management demonstrates financial capability through:

Current Property Portfolio:

- 125 E Lincoln Ave, Goshen (owned 11 years)
- 113 E Lincoln Ave, Goshen (owned 7 years)
- Consistent maintenance and improvement of both properties

Available Financing:

- Serenity Property Management has secured private financing for the building (option A) or renovation costs (option B)
- Serenity Property Management is pre-approved for bank financing for renovation costs (option B) secured against our existing property portfolio.

Taxes and YTD financials available upon request

Experience: Eleven years of successful downtown property ownership, renovation, and maintenance demonstrates our capability to complete and maintain this project to city standards.

COMMUNITY IMPACT AND COMPATIBILITY

Economic Impact

- Retention of established business (GoDance) in downtown area
- Creation of new retail opportunities
- Support for Dutch Maid Bakery's downtown expansion
- Extension of commercial activity along Main Street corridor
- Estimated 15-20 regular visitors during peak times

Community Service

GoDance currently serves multiple community groups:

- Dance instruction
 - Goshen Taekwondo classes
 - Exercise classes conducted in Russian for the local Ukrainian community
 - Recreational space for ADEC members
 - Various community meetings and events
-

PARKING ANALYSIS

Peak Parking Need: 15-20 spaces during busy class times

Available Parking:

- City's planned public parking lot (10 spaces + 1 handicap)
 - Street parking along Jefferson and Main Streets
 - Existing parking behind Fold & Fables
 - **Total available:** Adequate for projected needs
-

CONCLUSION

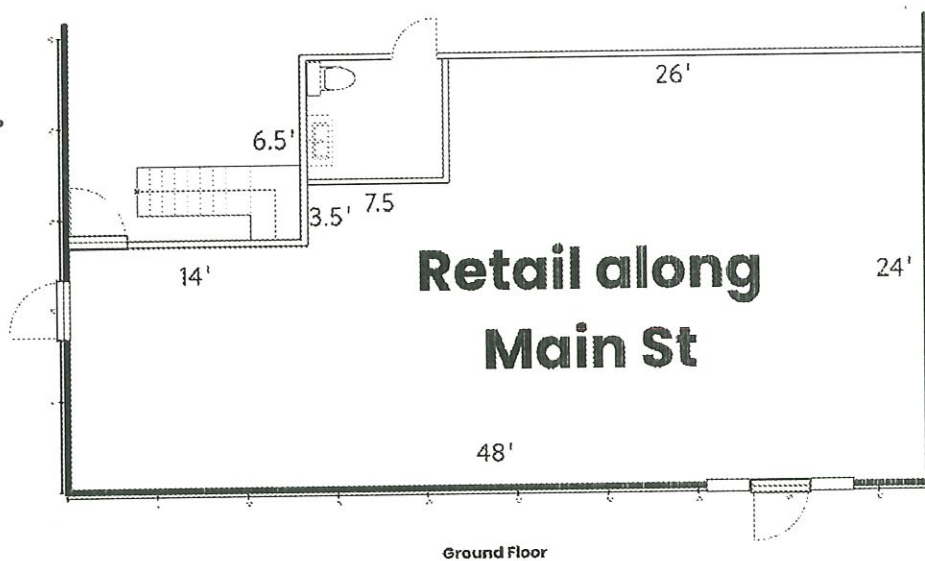
This proposal represents a win-win opportunity for the City of Goshen and the downtown community. By combining an established community-serving business with new retail development, we will activate this prominent corner while supporting the broader economic development goals for the downtown district.

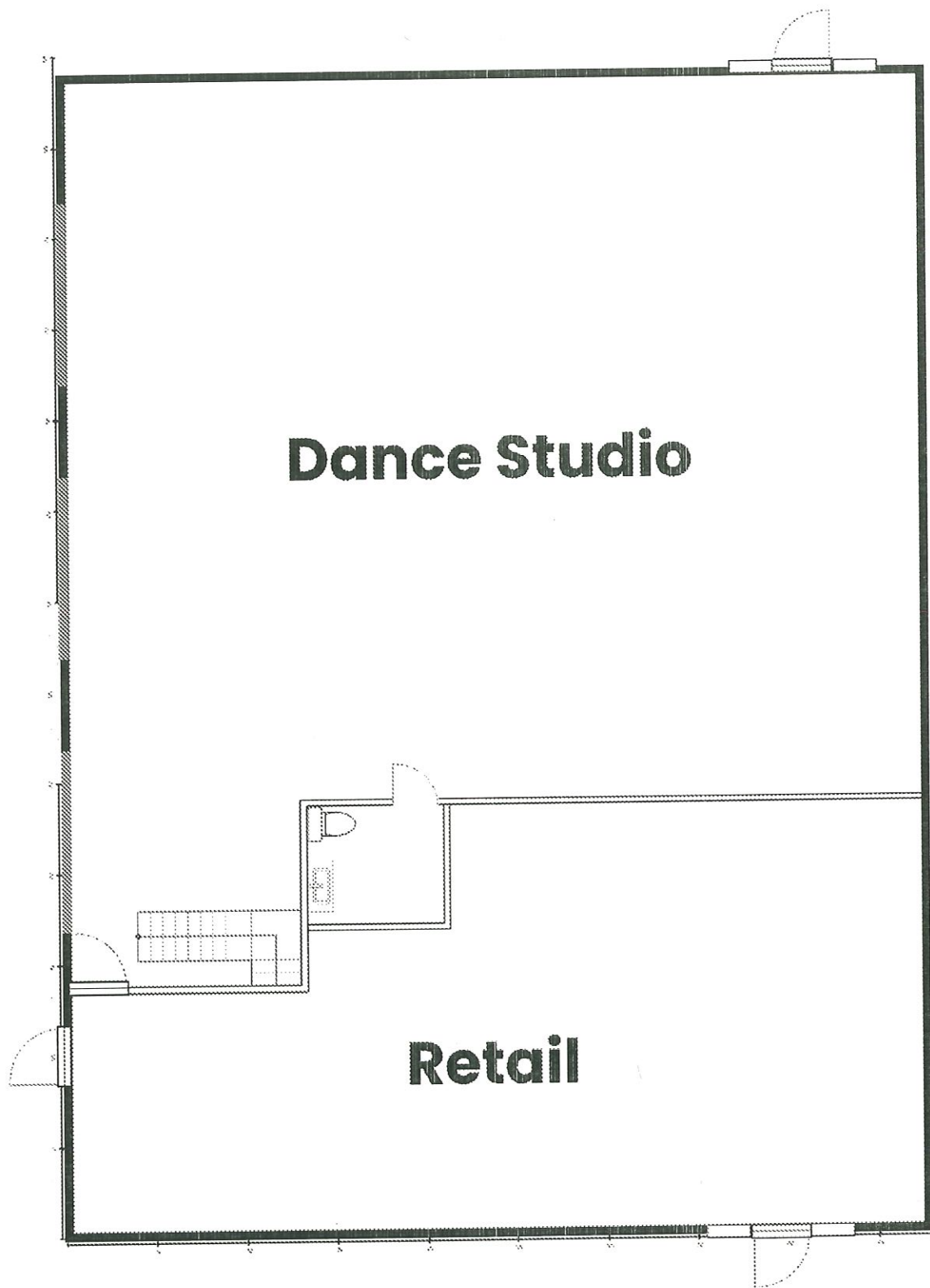
Our proven track record of downtown property stewardship, combined with our deep understanding of the community's needs, positions us to deliver a project that will serve Goshen well for years to come.

We respectfully request the Commission's consideration of this proposal and welcome the opportunity to discuss any questions or additional requirements.

Attachments:

- Preliminary floor plans
- Renovation budget
- Quote for roof repair





First Floor

September 16, 2025

Revised September 29, 2025

Serenity Property Management, LLC
125 E. Lincoln Avenue
Goshen, IN 46528
Attn: Stephanie
Phone: 574-538-8961
Email: serenitypropertygoshen@gmail.com

SCOPE OF WORK: COMPLETE REROOF USING DURO-LAST PVC

Area: Deck/Walls – 4,497 sqft.

1. Existing roofing will remain.
2. Inspect existing decking for any water damage. Replacement of any damaged decking will be done at an additional cost of \$ 10.50 per sqft. upon prior inspection and approval from owner/owner's representative.
3. Install .050 white Duro-Tuff single-ply roofing over 1" (R-5.7) rigid Isocyanurate insulation board, Expanded Polysterene flute fill insulation board; mechanically fastened to existing deck per manufacturer's specifications and details.
4. Install white Duro-Last flashing on all parapet walls terminated at top outer edge.
5. Install Duro-Last prefabricated flashing on all vent stacks, curbs, drains, and other penetrations as needed.
6. Install 3" 24-gauge prefinished Kynar coated metal fascia around the exterior perimeter.
7. Install all necessary termination bar and accessories as needed.
8. Clean premises of all roofing scraps and debris created by this project.



WARRANTY: A fifteen-(15) year non-prorated manufacturer's warranty on all materials and labor will be furnished to owner(s) within thirty (30) days after completion of project.

PRICE.....\$ 39,700.00

TERMS: 50% of contract upon receipt of invoice for materials (due prior to commencement of project). Balance of contract upon receipt of progress invoices.

Respectfully Submitted,

Margo Searfoss
Commercial Sales

Contract and Terms Accepted

Signed _____ Date _____

****Price cannot be guaranteed beyond 30 days****

Renovation Budget	
overhead doors	20500
external doors	3500
dance floor	25000
additional flooring	4500
internal walls/doors	30000
mezzanine level drop	7000
electrical	12000
HVAC	25000
ADA bathroom	15000
bathroom	10000
stairs	5000
misc	15000
permits/drawings	2500
	175,000



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Redevelopment Commission

From: Engineering Department

**RE: COLLEGE AVE, PHASE I – APPROVAL OF CONSTRUCTION ENGINEERING SERVICES
CONSULTANT CONTRACT WITH A&Z ENGINEERING
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041
(JN 2019-0022)**

Date: November 21, 2025

INDOT re-advertised a request for proposals (RFP) for Construction Engineering Services (CE or Construction Inspection) in October, on behalf of the City of Goshen. We received proposals from four (4) consultants. A scoring team evaluated each proposal based upon the established INDOT review process and chose A&Z Engineering as the highest-scoring consultant.

A&Z Engineering has submitted an LPA-Consulting Contract for construction engineering services for the estimated three-year duration of the College Avenue, Phase I construction project, for a total amount not-to-exceed \$1,260,597.

This contract is paid based on negotiated labor rates, except for direct non-salary costs from sub-consultant work and expenses such as field equipment, supplies, mileage, and other project related direct expenditures, as detailed in Appendix D of the attached contract.

The Contract, as presented, is structured upon standard LPA-Consulting Contract language; however, final INDOT contract review is pending. In order to accommodate possible minor changes, we are requesting the Redevelopment Commission approve the final agreement, provided there is no increase in the total not-to-exceed contract cost, nor reduction in scope of services.

Suggested Motion: Approve the Construction Engineering Services consultant contract with A&Z Engineering LLC, for the College Avenue Phase I project, for a not-to-exceed amount of \$1,260,597.

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between City of Goshen, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and A&Z Engineering LLC ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.'s : 1900739 (LEAD), 2101631, 2501041

Project Description: Full reconstruction of College Ave from US 33 to 450LF East of Century Dr, and full replacement of Elkhart Co Bridge #410 and new Pedestrian Bridge #106, and relocation and replacement of City of Goshen utilities within the reconstructed roadway.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 2028. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$1,260,597.00.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will 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 work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity

Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

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

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

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

With copy to: City of Goshen Legal Department
204 E. Jefferson Street, Suite 2
Goshen, Indiana 46526

Notices to the CONSULTANT shall be sent to:

Mark G Voss
1220 Ruston Pass Fort Wayne 46825
mark@az-engineering.net

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

A&Z Engineering LLC

Signature

Warren Zwick, Member

Attest:

Signature

Jamal Anabtawi, Member

LOCAL PUBLIC AGENCY

Goshen Board of Public Works and Safety

Signature

Mayor Gina Leichty, Member

Signature

Mary Nichols, Member

Signature

Michael Landis, Member

Signature

Barb Swartley, Member

Signature

Orv Myers, Member

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Project Supervisor/Engineer, and Inspection personnel as required for a period of time necessary to complete the construction project and final construction records. The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation (INDOT) and no personnel will be assigned to the project until Local Public Agency and INDOT approval is obtained. The fulltime Project Engineer/Supervisor (PE/S) will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration. The fulltime Project Engineer/Supervisor will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of bi-weekly progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency, and assist in the notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings and distribute minutes within three (3) business days following such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Project Engineer/Supervisor shall be thoroughly familiar with the plans and specifications applicable to the project to ensure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and INDOT by the full-time Project Engineer/Supervisor .
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project. The Project Engineer/Supervisor shall coordinate and communicate with the Elkhart County Representative regarding work related to Elkhart Co Bridge #410, providing all Records, Shop Drawings, results of on-site inspections and testing of materials, Conference notices and minutes, and any other pertinent information required by the County Representative for their oversight of the Elkhart Co Bridge #410 project work.
5. Assist the Local Public Agency and INDOT in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.

6. Assist the Local Public Agency and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with INDOT's procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
 - a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents. The inspections will include electronic photo documentation representative of daily work activities. Photos will include a stamp on the image displaying the date and time the picture was taken and will be accessible to the Local Public Agency. All photo documentation will be provided to the Local Public Agency at the completion of the project.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
 - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
 - d. Verify that required testing has been accomplished.
11. Modification(s): Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.
12. Records:
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or logbook to the Local Public Agency.
 - c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project. Coordinate with the Contractor to provide one final and combined set of record drawings.
 - e. Create water / sewer cards for each property where water and/or sanitary services are altered during the project and provide to the Local Public Agency.
 - f. Manage updates to the City of Goshen Lead Service Line Inventory GIS Dashboard on behalf of the Local Public Agency.

- g. Provide as-built locations of structures, storm outfalls, water valves, hydrants, sanitary cleanouts, force main valves, and other point LPA utility data in a shapefile or other GIS-compatible format for Local Public Agency use in updating GIS records as project activity progresses. Transfer data to the Local Public Agency at regular intervals during active utility work, and upon request given reasonable notice.
 - h. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the Local Public Agency.
13. Reports: Furnish to the INDOT and the Local Public Agency at periodic intervals, as required, progress reports of the project including the Contractor's compliance with the approved construction schedule.
 14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
 15. Project Responsibility: The Project Supervisor/Engineer will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
 16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
 17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
 18. Coordination with the Public: Serve as the Local Public Agency's liaison with residents, property owners, homeowner's associations, businesses, local police and emergency services, local schools, mail delivery, and waste collection services regarding the project, answering questions or facilitating the resolution of concerns in cooperation with the Contractor and in consultation with the Local Public Agency and INDOT. Coordination will also include attending up to two public meetings.
 19. Coordination regarding Access and Local Public Agency Services:
 - a. Ensure changes to access and planned water and sewer utility service interruptions are organized and communicated to affected residents, businesses, homeowner's associations, local emergency services, local schools, mail delivery and waste collection services, and the Local Public Agency in a timely manner.
 - b. Monitor and assist in communication during planned utility service outages to ensure that water and sanitary mains and services are shut down and restored with minimal impact.
 - c. Update the Goshen Public Notices GIS page with road closure information.
 - d. Assist Local Public Agency staff in documenting estimated water loss during water utility work within the project.
 20. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or

an employee of a firm associated with the CONSULTANT. For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Utility relocation plans
2. Contacts for businesses adjacent to the project, the Spring Brooke HOA, and the Amish community east of the project
3. Additional local specifications and standard drawings applicable to the project, upon request
4. Plans of existing bridge within the project limits, as available from Elkhart County
5. Other information pertinent to the project, as available and upon request
6. The Local Public Agency will designate an employee as Project Coordinator (or "Project Representative") to serve as the primary point of contact to coordinate activities between CONSULTANT, INDOT, and the Local Public Agency.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the final construction record and final estimate to the District and LPA Project Representative within forty-five (45) working days after the contractor's last day of work.

APPENDIX "D"

1.0 AMOUNT OF PAYMENT

- 1.1 The CONSULTANT shall receive as payment for the work performed under this Contract the total amount NOT To Exceed **\$1,260,597.00** unless a supplement is executed by the parties that increases the maximum amount payable.
- 1.2 The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the following negotiated hourly billing rates per classification:

<u>Classification</u>	<u>Hourly Rates</u>	
	<u>Reg. Rate</u>	<u>Ovt. Rate</u>
Sr. Project Manager/Principle (Licensed PE)	\$ 259.00	-
Sr. Engineer/Sr. Designer/ Sr Const. Supervisor	\$ 123.00	-
Project Supervisor/RPR (Non-Engineer)	\$ 120.00	\$ 140.00
Inspector	\$ 106.00	\$ 124.00

- 1.3 For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, round trip mileage from CONSULTANT'S personal place of residence to the INDOT's assigned job site including the mileage at the job site, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement. The CONSULTANT shall provide personnel local to the assigned District, county, or project as published in the Request for Proposal or as otherwise agreed to and stated herein such that lodging and subsistence expenses are not incurred. Travel time will not be reimbursable for less than 50 miles commute each way from CONSULTANT'S personal residence to the assigned work location.
- 1.4 For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by LOCAL PUBLIC AGENCY prior to any reimbursement thereof.
- 1.5 The CONSULTANT shall submit monthly timesheets for each employee working on this Contract to the LOCAL PUBLIC AGENCY. Hours worked by the employee shall be recorded to the nearest 0.25 hour.
- 1.6 The CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the forty hour weekly total.
- 1.7 The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Finance.

2.0 METHOD OF PAYMENT

- 2.1 The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to the LOCAL PUBLIC AGENCY. Invoices may be submitted electronically to:

City of Goshen
Engineering Department
204 East Jefferson St Suite 1, Goshen IN 46528
Email: engineering@goshencity.com

- 2.2 The invoice vouchers shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the Contract during the month, their classification, the number of hours worked since the last invoice voucher was submitted, and the hourly rate.
- 2.3 If the LOCAL PUBLIC AGENCY does not agree with the amount claimed by the CONSULTANT on an invoice voucher, the LOCAL PUBLIC AGENCY will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT'S address listed in Section VI, General Provisions, item 23, Notices to Parties, of this Contract or the CONSULTANTS' last known address.
- 2.4 If, prior to the satisfactory completion of the services under this Contract, the total of costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the LOCAL PUBLIC AGENCY and the status will be evaluated.
- 2.5 The CONSULTANT shall submit to INDOT and the LOCAL PUBLIC AGENCY a list of personnel, along with job classification and salary, the firm is planning to use on work covered by this Contract. No additions in personnel or changes in personnel salaries shall be effective for purpose of the Contract until approved by INDOT and the LOCAL PUBLIC AGENCY.

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**GOSHEN REDEVELOPMENT COMMISSION
RESOLUTION 25-2025**

**Interlocal Agreement
with the County of Elkhart
for Reconstruction of the Bridge on College Avenue Crossing Horn Ditch**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement for the reconstruction of the Elkhart County Bridge #410 on College Avenue crossing the Horn Ditch.

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 Redevelopment Commission approves the terms and conditions of the Interlocal Agreement with the County of Elkhart for Reconstruction of the Bridge on College Avenue Crossing Horn Ditch attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Redevelopment Commission President and Secretary are authorized to execute the Interlocal Agreement on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED by the Goshen Redevelopment Commission on _____, 2025.

President

Secretary

Interlocal Agreement
For Reconstruction of the Bridge on College Avenue Crossing Horn Ditch

THIS AGREEMENT is made and entered into effective as of the last date of signature hereon by and between the City of Goshen, Indiana (hereinafter referred to as “City”), by and through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council, and the County of Elkhart, Indiana (hereinafter referred to as “County”), by and through the Board of Commissioners of Elkhart County, Indiana and the County Council of Elkhart County, Indiana.

Recitals:

WHEREAS, College Avenue is an east-west road, running from State Road 15 (also known as South Main Street in the corporate limits of Goshen) to the Norfolk Southern Railroad east of U.S. 33 (also known as Lincolnway East in the corporate limits of Goshen);

WHEREAS, City and County previously entered into an Interlocal Agreement dated April 8, 2019 and recorded April 16, 2019 as Document Number 2019-07001 in the Office of the Recorder of Elkhart County, Indiana, relating to the College Avenue Bridge over Horn Ditch and certain City utility relocations;

WHEREAS, the City is delivering a federal-aid roadway reconstruction project along College Avenue under INDOT Contract R-42000 that includes the replacement of Elkhart County Bridge #410, having a Designation Number of 2501041 (the “Bridge”), as a 100% locally funded component within the INDOT-let contract, having a Lead Designation Number of 1900739 (the “Project”)

WHEREAS, City and County enter into this Agreement to reflect the revised scope, roles, responsibilities, and funding for the Bridge and the Project herein described;

NOW, THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

1. Purpose.

- 1.1. This sets forth the parties respective roles, responsibilities, and funding obligations for the Bridge work to be delivered within the INDOT-let Project.
- 1.2. The Bridge will be delivered within the INDOT-let Project described in the Recitals. This Agreement constitutes the complete and current understanding of the parties regarding roles, responsibilities, and funding for the Bridge within that Project.
- 1.3. The parties acknowledge the Bridge is delivered as a 100% locally funded component inside the INDOT-let Project and that no federal participation applies to Bridge pay items.

2. Lead Agency.

- 2.1. The City will serve as the lead agency and designated Local Public Agency (LPA), coordinating with INDOT for the Project, which will bid, award, and administer the INDOT contract.
- 2.2. The City will coordinate and fulfill LPA responsibilities with INDOT for the Bridge work within the Project, including but not necessarily limited to the following:
 - 2.2.1. Coordination with INDOT on all contract-administration matters affecting the Bridge;
 - 2.2.2. Provide and oversee construction inspection services ("CIS") for the Bridge through a qualified Project Engineer / Supervisor (PE/S);
 - 2.2.3. Maintain complete Project documentation and a segregated accounting of Bridge-related costs consistent with INDOT requirements;
 - 2.2.4. Provide the County, upon request and following Project Closeout, a final Bridge construction cost accounting and as-built drawings for the Bridge reflecting authorized modifications; and

2.2.5. Keep the County informed of material developments affecting the scope, cost, or schedule of the Bridge work.

2.3. The County's responsibilities include, but are not necessarily limited to, the following:

2.3.1. Designating a County Representative (CR) knowledgeable regarding the Bridge design to:

2.3.1.1. be available to answer, in a reasonable time, all requests for information or other informal questions related to the Bridge that require County input;

2.3.1.2. to review submittals and proposed Change Orders related to changes or additions in Bridge work and to acquire necessary approvals for said Change Orders in a timely manner;

2.3.1.3. to represent the County's interest during the pre-construction and construction phases; and

2.3.1.4. attend key meetings, including but not limited to:

2.3.1.4.1. Project Pre-Construction Conference;

2.3.1.4.2. All Project Progress meetings until such time as the Bridge is open to traffic and Countywide Bridge Inspections are complete;

2.3.1.4.3. Any additional virtual, in-person, and/or on-site meetings regarding the Bridge, provided a minimum notice of forty-eight (48) hours is given;

2.3.1.4.4. Project Pre-Final Inspection

2.3.1.4.5. Project Final Inspection.

2.3.2. Identifying in advance any hold points, submittals, or stages of Bridge work requiring County review to facilitate timely coordination;

2.3.3. Reviewing the punchlist items generated in relation to the Bridge and verifying those items have been satisfactorily completed; and

2.3.4. Performing the initial bridge inspection and load rating for the Countywide Bridge Inspection program in accordance with applicable standards within ninety

(90) days after the Bridge opens to traffic and provide such reports to the City's PE/S, and to cover all costs associated with such inspections.

3. Funding.

- 3.1. County will appropriate and transfer Two Million Dollars (\$2,000,000.00) to City prior to December 10, 2025, which is the bid letting date for the Project. The City must use these funds solely for eligible Bridge costs, including Bridge construction pay items, Bridge CIS, Bridge Change Order items, and other Bridge-related soft costs.
- 3.2. City must reimburse County Two Hundred Twenty-Six Thousand Two Hundred Dollars (\$226,200.00) for additional Bridge design services necessary to incorporate the Bridge into the INDOT-let Project. Payment must be made within sixty (60) days following the effective date of this Agreement and receipt of an invoice from the County.
- 3.3. City must maintain a separate accounting for Bridge costs. City must return any unused County funds within sixty (60) days after Project Closeout and Final Estimate procedures are complete.
- 3.4. If total Bridge costs exceed the funds provided, County will remit the documented shortfall within forty-five (45) days after the County approves the related Change Order(s) supported by reasonable documentation.

4. Change Orders.

- 4.1. County will have authority over all proposed changes to the scope or design of the Bridge work. As the LPA, the City is also required to approve all Bridge Change Orders. INDOT approval is required for all Change Orders.
- 4.2. If County does not need to seek an additional appropriation in connection with a Change Order, the CR will provide written action on Change Order requests within seven (7) business days after receipt. If County needs to seek an additional appropriation in connection with a Change Order, the CR will provide written action

on Change Order requests within a reasonable time after the County Council takes action on the appropriation request.

5. Ownership of Bridge.

5.1. Upon Final Acceptance, County will own and maintain the Bridge and associated approaches within the Bridge limits. City will deliver the Bridge as-built drawings and closeout accounting as provided in Section 2.2.4.

6. Filing Requirements.

6.1. Within thirty (30) days after approval and execution of this Agreement, City will have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

7. Supplemental Documents.

7.1. The Parties 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.

8. Limitations of Liability.

8.1. City acknowledges that County will not be liable to City for completion of or the failure to complete any activities that are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

8.2. County acknowledges that City will not be liable to County for completion of or the failure to complete any activities that are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature

whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

9. Non-Discrimination.

9.1. Pursuant to Indiana Code § 22-9-1-10, neither City nor County, nor any of their respective contractors or subcontractors, will 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.

10. Anti-Nepotism.

10.1. City is aware of the provisions under Indiana Code Chapter 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and will comply with such statute.

11. Investment Activity.

11.1. Pursuant to Indiana Code § 5-22-16.5, City certifies that it is not engaged in investment activities in Iran.

12. E-Verify Program.

12.1. Pursuant to Indiana Code § 22-5-1.7-11, City agrees to and will enroll in and verify the work eligibility status of all newly hired employees of City after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. City further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

13. Amendment.

13.1. 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.

14. No Other Agreement.

14.1. 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.

15. Severability.

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

16. Indiana Law.

16.1. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

17. Notice.

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

County: County of Elkhart, Indiana
c/o Jeff Taylor, County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, Indiana 46526
jtaylor@elkhartcounty.com

with a required copy to:

Yoder Ainlay Ulmer & Buckingham, LLP
Attn: County Attorney
130 North Main Street
Goshen, Indiana 46526
steven.olsen@ya.law

City: City of Goshen, Indiana
Board of Public Works and Safety
c/o Mayor Gina M. Leichty
202 South Fifth Street
Goshen, Indiana 46528
mayor@goshencity.com

with a required copy to:

Donald R. Shuler, Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528
donshuler@goshencity.com

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. Email addresses have been provided above only to provide a means of sending courtesy copies of documents sent via mail.

18. Binding Effect.

- 18.1. This Agreement is binding upon and will 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.

19. Counterparts.

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

20. Term of Agreement.

- 20.1. This Agreement will persist until the designated Project herein stated has been completed, or until City and County stipulate, in writing, to terminate the same.

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

[Signatures start on the following page].

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

Gina M. Leichty

Michael A. Landis

Mary Nichols

Barb Swartley

Orv Myers

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this ____ day of _____, 2025, personally appeared Gina M. Leichty, Michael A. Landis, Mary Nichols, Barb Swartley, and Orv Myers of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Goshen Redevelopment Commission
City of Goshen, Indiana

Brian Garber, President

Jonathan Graber, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Brian Garber, President, and Jonathan Graber, Secretary, of the Goshen Redevelopment Commission of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2025.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2025.

Goshen Common Council
City of Goshen, Indiana

Gina M. Leichty, Mayor & Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer
City of Goshen, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2025, personally appeared Gina M. Leichty, Mayor and Presiding Officer of the Goshen Common Council of the City of Goshen, Indiana and Richard R. Aguirre, Clerk-Treasurer of the City of Goshen, Indiana, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal 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.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Board of Commissioners of the
County of Elkhart, Indiana

Bradley D. Rogers, President

ATTEST:

Tiara Jackson, First Deputy Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this 20th day of November, 2025, personally appeared Bradley D. Rogers, President of the Board of Commissioners of the County of Elkhart, Indiana, and Tiara Jackson, First Deputy Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

Steven J. Olsen
Notary Public of Elkhart County, Indiana
My Commission Expires: Sept. 25, 2026
Commission Number: 0716049

County Council of the
County of Elkhart, Indiana

Adam M. Bujalski

Steven E. Clark

Douglas S. Graham

David L. Hess

Darryl J. Riegsecker

Thomas W. Stump

Randall Yohn

ATTEST:

Tiara Jackson, First Deputy Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this 20th day of November, 2025, personally appeared Adam M. Bujalski, Steven E. Clark, Douglas S. Graham, David L. Hess, Darryl J. Riegsecker, Thomas W. Stump, and Randall Yohn, of the County Council of the County of Elkhart, Indiana, and Tiara Jackson, First Deputy Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

Steven J. Olsen
Notary Public of Elkhart County, Indiana
My Commission Expires: Sept. 25, 2026
Commission Number: 0716049

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, Indiana 46528.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Donald R. Shuler).

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **October 14, 2025, through November 17, 2025**, and finds that entries are allowed in the total amount of \$1,884,207.52.

APPROVED on November 21, 2025.

Brian Garber, President

Jonathan Graber, Secretary



City of Goshen, IN

Payable Register

Payable Detail by Vendor Name

Packet: APPKT03631 - RDC 11/ 20/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description						Bank Code	On Hold			
Vendor: 0205859 - ABONMARCHE CONSULTANTS, INCORPORATED										Vendor Total: 69,500.00
160885	Invoice	11/20/2025	10/27/2025	11/26/2025	10/27/2025	10,000.00	0.00	0.00	0.00	10,000.00
CONSOLIDATED COURTS ROADWAY IMP PR...		AP1ST - AP1ST	No							
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
CONSOLIDATED COURTS ROADWAY IMP ..		N/A		0.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4446-5-00-4420000		CONS RR/US33/CAPITAL PROJECT				10,000.00	100.00%			
Vendor: 160887										
160887	Invoice	11/20/2025	10/27/2025	11/26/2025	10/27/2025	53,000.00	0.00	0.00	0.00	53,000.00
ENC CHERRY CREEK INSPECTION		AP1ST - AP1ST	No							
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ENC CHERRY CREEK INSPECTION		N/A		0.00	0.00	53,000.00	0.00	0.00	0.00	53,000.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4420000		SE E.D. TIF/CAPITAL PROJ				53,000.00	100.00%			
Vendor: 161090										
161090	Invoice	11/20/2025	10/30/2025	11/29/2025	10/30/2025	6,500.00	0.00	0.00	0.00	6,500.00
ENC EAST COLLEGE AVE DRAINAGE ASSISTA...		AP1ST - AP1ST	No							
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ENC EAST COLLEGE AVE DRAINAGE ASSI...		N/A		0.00	0.00	6,500.00	0.00	0.00	0.00	6,500.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4420000		SE E.D. TIF/CAPITAL PROJ				6,500.00	100.00%			
Vendor: 0200180 - ACCELERATE INDIANA MUNICIPALITIES										
Vendor Total: 109.00										109.00
124094 MARK B	Invoice	11/20/2025	11/3/2025	12/3/2025	11/3/2025	109.00	0.00	0.00	0.00	109.00
ARTIFICIAL INTELLIGENCE		AP1ST - AP1ST	No							
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ARTIFICIAL INTELLIGENCE		N/A		0.00	0.00	109.00	0.00	0.00	0.00	109.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
2226-5-00-4390301		REDV OP/SUBS & DUES				109.00	100.00%			
Vendor: 0203093 - AMERICAN STRUCTUREPOINT, INC.										
Vendor Total: 72,839.00										72,839.00
197073-30	Invoice	11/20/2025	10/27/2025	11/26/2025	10/27/2025	13,440.00	0.00	0.00	0.00	13,440.00
ENC COLLEGE AVE PHASE 3		AP1ST - AP1ST	No							
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
ENC COLLEGE AVE PHASE 3		N/A		0.00	0.00	13,440.00	0.00	0.00	0.00	13,440.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
4445-5-00-4310502		SE E.D. TIF/CONTR SVCS				13,440.00	100.00%			
Vendor: 197646										
197646	Invoice	11/20/2025	11/14/2025	12/14/2025	11/14/2025	38,067.00	0.00	0.00	0.00	38,067.00
US 33 SANITARY SEWER PROJECT		AP1ST - AP1ST	No							

Payable Register

Packet: APPKT03631 - RDC 11/ 20/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
US 33 SANITARY SEWER PROJECT	N/A	0.00	0.00	38,067.00	0.00	0.00	0.00	38,067.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS		38,067.00	100.00%						
197647	Invoice	11/20/2025	11/14/2025	12/14/2025	11/14/2025	21,332.00	0.00	0.00	0.00	21,332.00
US 33 UTILITY RELOCATION PROJECT	AP1ST - AP1ST				No					
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
US 33 UTILITY RELOCATION PROJECT	N/A	0.00	0.00	21,332.00	0.00	0.00	0.00	21,332.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ		21,332.00	100.00%						
Vendor: 0213532 - BAKER TILLY ADVISORY GROUP PARENT, LP										Vendor Total: 35,950.00
BT3386075	Invoice	11/20/2025	11/4/2025	11/4/2025	11/4/2025	35,950.00	0.00	0.00	0.00	35,950.00
PROFESSIONAL SERVICES CHERRY CREEK AN...	AP1ST - AP1ST				No					
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PROFESSIONAL SERVICES CHERRY CREEK...	N/A	0.00	0.00	35,950.00	0.00	0.00	0.00	35,950.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ		35,950.00	100.00%						
Vendor: 0209852 - COLIN MICHAEL AVILA										Vendor Total: 892.50
44683	Invoice	11/20/2025	10/31/2025	11/30/2025	10/31/2025	892.50	0.00	0.00	0.00	892.50
OCTOBER MOWING	AP1ST - AP1ST				No					
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
OCTOBER MOWING	N/A	0.00	0.00	892.50	0.00	0.00	0.00	892.50		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
2226-5-00-4310502	REDV OP/CONTRACT SVCS		892.50	100.00%						
Vendor: 0213722 - DAVID GAUTSCHE & LISA J. GAUTSCHE										Vendor Total: 1,820.79
RDC 10/29/25-1	Invoice	11/20/2025	10/29/2025	10/29/2025	10/29/2025	1,820.79	0.00	0.00	0.00	1,820.79
409 S 3RD SIDEWALK REIMBURSEMENT	AP1ST - AP1ST				No					
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
409 S 3RD SIDEWALK REIMBURSEMENT	N/A	0.00	0.00	1,820.79	0.00	0.00	0.00	1,820.79		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS		1,820.79	100.00%						
Vendor: 0212772 - EGIS BLN USA INC.										Vendor Total: 13,139.50
82920-23	Invoice	11/20/2025	10/10/2025	11/9/2025	10/10/2025	2,844.19	0.00	0.00	0.00	2,844.19
BLACKPORT DRIVE RECONSTRUCTION	AP1ST - AP1ST				No					
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
BLACKPORT DRIVE RECONSTRUCTION	N/A	0.00	0.00	2,844.19	0.00	0.00	0.00	2,844.19		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS		2,844.19	100.00%						
83069-24	Invoice	11/20/2025	11/10/2025	12/10/2025	11/10/2025	10,295.31	0.00	0.00	0.00	10,295.31
BLACKPORT DRIVE RECONSTRUCTION	AP1ST - AP1ST				No					

Payable Register

Packet: APPKT03631 - RDC 11/ 20/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BLACKPORT DRIVE RECONSTRUCTION	N/A		0.00	0.00	10,295.31	0.00	0.00	0.00	10,295.31	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				10,295.31	100.00%				

Vendor: [0200587 - ELKHART COUNTY LANDFILL](#)

Vendor Total: 12,795.36

10831	Invoice	11/20/2025	11/1/2025	12/1/2025	11/1/2025	3,723.60	0.00	0.00	0.00	3,723.60
ARIEL CYCLEWORKS UNSUITABLE SOILS	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ARIEL CYCLEWORKS UNSUITABLE SOILS	N/A		0.00	0.00	3,723.60	0.00	0.00	0.00	3,723.60	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				3,723.60	100.00%				

22416	Invoice	11/20/2025	11/6/2025	12/6/2025	11/6/2025	9,071.76	0.00	0.00	0.00	9,071.76
ARIEL CYCLEWORKS UNSUITABLE SOILS	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ARIEL CYCLEWORKS UNSUITABLE SOILS	N/A		0.00	0.00	9,071.76	0.00	0.00	0.00	9,071.76	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				9,071.76	100.00%				

Vendor: [0200013 - GOSHEN UTILITIES](#)

Vendor Total: 97,529.86

11/10/25311-2440-0	Invoice	11/20/2025	11/10/2025	12/10/2025	11/10/2025	7.11	0.00	0.00	0.00	7.11
309 E KERCHER	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER	N/A		0.00	0.00	7.11	0.00	0.00	0.00	7.11	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				7.11	100.00%				

01-05091	Invoice	11/20/2025	11/13/2025	12/13/2025	11/13/2025	97,522.75	0.00	0.00	0.00	97,522.75
PARKING LOT 1 REBUILDING AND VAULT CL...	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PARKING LOT 1 REBUILDING AND VAULT...	N/A		0.00	0.00	97,522.75	0.00	0.00	0.00	97,522.75	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				97,522.75	100.00%				

Vendor: [0201131 - ICE MILLER LLP](#)

Vendor Total: 46,116.00

01-2253292	Invoice	11/20/2025	11/10/2025	12/10/2025	11/10/2025	46,116.00	0.00	0.00	0.00	46,116.00
PROFESSIONAL SERVICES - TAX INCREMENT ...	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PROFESSIONAL SERVICES - TAX INCREM...	N/A		0.00	0.00	46,116.00	0.00	0.00	0.00	46,116.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				46,116.00	100.00%				

Vendor: [0200463 - JONES PETRIE RAFINSKI CORP.](#)

Vendor Total: 70,088.75

0051952-10	Invoice	11/20/2025	10/30/2025	11/29/2025	10/30/2025	70,088.75	0.00	0.00	0.00	70,088.75
ENC CENTURY DRIVE RECONSTRUCTION	AP1ST - AP1ST				No					

Payable Register

Packet: APPKT03631 - RDC 11/ 20/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CENTURY DRIVE RECONSTRUCTION	N/A		0.00	0.00	70,088.75	0.00	0.00	0.00	70,088.75	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS				70,088.75	100.00%				

Vendor: [0204567 - JULIA GAUTSCHE](#)

Vendor Total: 3,880.27

RDC10/29/25	Invoice	11/20/2025	10/29/2025	11/28/2025	10/29/2025	3,880.27	0.00	0.00	0.00	3,880.27
405 S 3RD ST SIDWALK REIMBURSEMENT	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
405 S 3RD ST SIDWALK REIMBURSEMENT	N/A		0.00	0.00	3,880.27	0.00	0.00	0.00	3,880.27	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS				3,880.27	100.00%				

Vendor: [0200653 - NIBLOCK EXCAVATING, INC.](#)

Vendor Total: 1,415,158.49

13826	Invoice	11/20/2025	10/28/2025	11/27/2025	10/28/2025	351,666.56	0.00	0.00	0.00	351,666.56
LINCOLN STEURY RECONSTRUCTION	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LINCOLN STEURY RECONSTRUCTION	N/A		0.00	0.00	351,666.56	0.00	0.00	0.00	351,666.56	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4502-5-00-4440000	ARP/CAPITAL OUTLAYS				351,666.56	100.00%				

13839	Invoice	11/20/2025	10/31/2025	11/30/2025	10/31/2025	173,987.02	0.00	0.00	0.00	173,987.02
10th & DOUGLAS RECONSTRUCTION	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
10th & DOUGLAS RECONSTRUCTION	N/A		0.00	0.00	173,987.02	0.00	0.00	0.00	173,987.02	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				173,987.02	100.00%				

16	Invoice	11/20/2025	11/6/2025	12/6/2025	11/6/2025	889,504.91	0.00	0.00	0.00	889,504.91
CONSOLIDATED COURTS ROADWAY IMP PR...	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CONSOLIDATED COURTS ROADWAY IMP ..	N/A		0.00	0.00	889,504.91	0.00	0.00	0.00	889,504.91	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				889,504.91	100.00%				

Vendor: [0208976 - PAXTON MEDIA GROUP](#)

Vendor Total: 207.00

0503413 RDC	Invoice	11/20/2025	10/14/2025	11/13/2025	10/14/2025	207.00	0.00	0.00	0.00	207.00
RENEWAL	AP1ST - AP1ST				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
RENEWAL	N/A		0.00	0.00	207.00	0.00	0.00	0.00	207.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
2226-5-00-4390301	REDV OP/SUBS & DUES				207.00	100.00%				

Vendor: [0213827 - R & R ASPHALT LLC](#)

Vendor Total: 41,150.00

R&R1908	Invoice	11/20/2025	11/10/2025	11/10/2025	11/10/2025	41,150.00	0.00	0.00	0.00	41,150.00
PARKING LOT Q REBUILD AN VAULT CLOSURE	AP1ST - AP1ST				No					

Payable Register

Packet: APPKT03631 - RDC 11/ 20/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PAVING OF PARKING LOT Q	N/A		0.00	0.00	41,150.00	0.00	0.00	0.00	41,150.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT				41,150.00	100.00%				

Vendor: [0213822 - WESLEY NISLEY](#)

Vendor Total: 600.00

11/6/25 RDC	Invoice	11/20/2025	11/6/2025	11/6/2025	11/6/2025	600.00	0.00	0.00	0.00	600.00
EAST COLLEGE AVE EASEMENT	AP1ST - AP1ST				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EAST COLLEGE AVE EASEMENT	N/A		0.00	0.00	600.00	0.00	0.00	0.00	600.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4445-5-00-4410000	SE E.D. TIF/PROPERTY ACQUISIT				600.00	100.00%				

Vendor: [0213832 - WTB TREE SERVICE LLC](#)

Vendor Total: 2,431.00

EST-2A8	Invoice	11/20/2025	11/17/2025	11/17/2025	11/17/2025	2,431.00	0.00	0.00	0.00	2,431.00
309 E KERCHER CLEAN UP TRASH & FULL CA...	AP1ST - AP1ST				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
309 E KERCHER - PROPERTY CLEAN UP	N/A		0.00	0.00	2,431.00	0.00	0.00	0.00	2,431.00	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ				2,431.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	26	1,884,207.52	0.00	0.00	0.00	1,884,207.52	0.00	1,884,207.52
Grand Total:		1,884,207.52	0.00	0.00	0.00	1,884,207.52	0.00	1,884,207.52

Account Summary

Account	Name	Amount
2226-5-00-4310502	REDV OP/CONTRACT SVCS	892.50
2226-5-00-4390301	REDV OP/SUBS & DUES	316.00
	Total:	1,208.50

Account	Name	Amount
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	121,595.75
4445-5-00-4410000	SE E.D. TIF/PROPERTY ACQUISIT	600.00
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	169,059.71
	Total:	291,255.46

Account	Name	Amount
4446-5-00-4310502	CONS RR/US33/CONTRACTUAL SVCS	18,840.56
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	1,221,236.44
	Total:	1,240,077.00

Account	Name	Amount
4502-5-00-4440000	ARP/CAPITAL OUTLAYS	351,666.56
	Total:	351,666.56