



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF MARCH 5, 2026 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana**

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols, and Barb Swartley
Absent: None

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of two items: #5, *City Fire Department public announcement about Indiana Severe Weather Preparedness Week* and #6, *Legal Department request: Award the quote for the 2026 Tree Removal Project to Cut Rite Services, LLC, now known as Homer II, LLC.* Board member Orv Myers made a motion to approve the agenda as amended. Board member Mary Nichols seconded the motion. The motion passed 5-0.

1) Interra Credit Union request: Approve the closure and use of the City's Powerhouse parking lot for the annual "Shred-It Days" event, June 5 and 6, 2026

Ellen Mehofer, the Senior Marketing & Community Engagement Lead for Interra Credit Union, asked the Board to allow the use of the Powerhouse Parking lot, on West Washington Street, for Interra's annual Shred-It Days. The event will be 9-11 a.m. and 1-3 p.m. on Friday, June 5 and 9 a.m. to 11 a.m. on Saturday, June 6.

Meihofer asked the Board to allow use of the parking lot from 7:30 a.m. to 3:30 p.m. on June 5 and 7:30 a.m. to noon on June 6. She also requested the use of four barricades from the City Street Department.

In her written request to the Board, Meihofer wrote that Shred-It days has become a popular annual event. She also provided these details about it:

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with its mobile truck/shredder.
- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure the orderly entrance into and exit from the parking lot.
- As an example of its popularity, the total in 2025 was almost 27,000 pounds collected, the most ever.

Myers/Nichols made a motion to allow use of the Powerhouse parking lot from 7:30 a.m. to 3:30 p.m. on Friday, June 5 and 7:30 a.m. to noon on Saturday, June 6. Motion passed 5-0.

2) Legal Department request: Approve the agreements with: Downtown Goshen, Inc. for \$50,000; First In – Chaplain Crisis Response Team for \$10,000; Goshen Historical Society Museum for 15,000; South Bend – Elkhart Regional Partnership for \$2,750; and Warsaw Housing Authority for \$35,000.00 to support the work described in each agreement and authorize Mayor Leichty to execute each agreement

City Attorney Bodie Stegelmann told the Board the City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide. The City has supported certain such organizations with funds in the past and wishes to continue to do so.

Stegelmann said organizations considered for support are subject to an application process, which includes a detailed description of how these funds will be used and a selection process. Organizations chosen also must account for how the funds were used.



Stegelmann said the City seeks to enter into agreements with the following:

- Downtown Goshen, Inc., for \$50,000.
- First In – Chaplain Crisis Response Team, for \$10,000.
- Goshen Historical Society Museum, for \$15,000.
- South Bend – Elkhart Regional Partnership, for \$2,750.
- Warsaw Housing Authority, for \$35,000.

Stegelmann asked the Board to approve the agreements with these organizations to support the work described in each agreement and authorize **Mayor Leichthy** to execute each agreement.

Mayor Leichthy asked **City Director of Administrative Affairs Michael Wanbaugh** to describe the application and review process by the City Community Relations Commission. He is the administrator for the commission.

Wanbaugh said each year community organizations submit applications for funds and outline the use of those funds and the expected benefit to the City. He said the Community Relations Commission reviews those applications and then the organizations make presentations to the Community Relations Commission, which are available for viewing on the City's YouTube channel.

Wanbaugh said the recipients of the funding "are very worthy organizations that do so much good for our community, so we're happy to help them any way we can."

Mayor Leichthy said previously applications came to the Mayor's Office and were reviewed by the Mayor's team. Now the applications and presentations are done through the Community Relations Commission meeting in a formal public setting, so those funded have received an affirmative recommendation for the Mayor to approve them. She added, "I just wanted you to know they had gone through that approval process."

Myers/Nichols made a motion to approve the agreements with **Downtown Goshen, Inc. for \$50,000, First In – Chaplain Crisis Response Team for \$10,000, Goshen Historical Society Museum for \$15,000, South Bend – Elkhart Regional Partnership for \$2,750 and Warsaw Housing Authority for \$35,000. The motion passed 5-0.**

3) Engineering Department request: Approve periodic lane closures on College Avenue, from Lincolnway East/US 33 east to the railroad crossing, from Friday, March 6, until Friday, July 31, 2026

City Civil Engineer Brad Minnick said NIPSCO Electric is requesting periodic lane closures on College Avenue, between Lincolnway East /US 33 east to the Norfolk Southern railroad crossing, from Friday, March 6, until Friday, July 31, 2026.

Minnick said NIPSCO is requesting these lane closures to relocate overhead transmission and distribution electric lines for the College Avenue, Phase I roadway reconstruction project. Two-way traffic will be maintained and all appropriate traffic control devices and procedures will be utilized.

Myers/Nichols made a motion to approve periodic lane closures on College Avenue, from Lincolnway East/US 33 east to the railroad crossing, from Friday, March 6, until Friday, July 31, 2026. Motion passed 5-0.

4) Clerk-Treasurer's Office request: Allow the Clerk-Treasurer's Office and Utilities Office to void \$4,461.53 in outstanding warrants dated on or before Dec. 31, 2023

Clerk-Treasurer Richard Aguirre said he was repeating a request made every year to the Board of Public Works and Safety by the Clerk-Treasurer's Office that is required by State law.

Aguirre said, "As you know the City issues checks, including deposit refunds, to individuals and for whatever reason, some checks are not cashed. After two years, the State allows and directs the City to cancel those checks, take those commitments off our books and return the amounts to City funds."

Aguirre said those on this list can still come by the Clerk-Treasurer's Office and ask for a check to be reissued.

Aguirre said attached to his memorandum to the Board were lists of outstanding warrants from the Clerk-Treasurer's Office and the Utilities Office that are dated on or before Dec. 31, 2023.



Pursuant to IC 5-11-10.5-3 through 5, Aguirre requested permission from the Board to void the attached warrants and record the receipts back into the funds from which they were drawn.

Schedule A reflected the Utilities Accounts Payable through Dec. 31, 2023, totaling \$3,501.00. Schedule B reflected the City outstanding warrants through Dec. 31, 2023, totaling \$1,416.04

For comparison purposes, Aguirre said the Board approved the voiding of \$4,461.53 in outstanding warrants in 2025, \$5,217.02 in 2024, \$16,295.39 in 2023 and \$1,793.86 in 2022.

Aguirre asked the Board to allow the City of Goshen Clerk-Treasurer's Office and the Utilities Office to void \$4,917.04 in outstanding warrants dated on or before Dec. 31, 2023.

Myers/Nichols made a motion to allow the City of Goshen Clerk-Treasurer's Office and the Utilities Office to void \$4,917.04 in outstanding warrants dated on or before December 31, 2023. The motion passed 5-0.

NOTE: After the meeting, Board member Landis notified the Clerk-Treasurer it appeared that nine names and amounts were duplicated in the lists of Utilities and City warrants. In fact, that was the case because of a transcription error. While the names were not listed in the original attachment the total of voided City warrants –\$1,416.04 – was correct. The correct list of City warrants is reprinted below and a complete corrected list is attached to these minutes.

CITY OF GOSHEN INDIANA

SCHEDULE B – CIVIL CITY OUTSTANDING WARRANTS AS OF DECEMBER 31, 2023

| <u>Warrant date</u> | <u>Warrant number</u> | <u>Description</u> | <u>Amount</u> |
|--------------------------|-----------------------|-----------------------------|-------------------|
| 01/10/2023 | 23606 | CURTIS WELDY | 90.00 |
| 04/11/2023 | 24838 | GOSHEN HOSPITAL ASSOC. INC. | 558.90 |
| 04/11/2023 | 24928 | EVOR JOHNS | 100.00 |
| 04/11/2023 | 24930 | JOSE M CHIQUITO | 200.00 |
| 05/09/2023 | 25264 | ANTHONY POWELL | 315.38 |
| 06/06/2023 | 25785 | JEREMY JOHNSON | 36.76 |
| 06/13/2023 | 26151 | RYAN SKINNER | 88.00 |
| 09/26/2023 | 28047 | KATIE CULP | 2.00 |
| 11/14/2023 | 28736 | NORMAN L BURGGRAF, JR | 25.00 |
| TOTAL OUTSTANDING | | | \$1,416.04 |

5) City Fire Department public announcement about Indiana Severe Weather Preparedness Week

City Assistant Fire Chief of Administration Phil Schrock delivered a public service announcement about Indiana Severe Weather Preparedness Week.

Chief Schrock said Severe Weather Preparedness Week, March 8 through March 14, 2026, is a statewide initiative coordinated by the National Weather Service and the Indiana Department of Homeland Security to encourage residents, businesses, and schools to review their severe weather safety plans and preparedness procedures.

Chief Schrock said that as part of this week, a statewide tornado drill will occur on Tuesday, March 10, at approximately 10:15 a.m. Eastern Time. He said during this drill, outdoor warning sirens throughout Elkhart County, including those in the City of Goshen, may be activated as part of the exercise.

"This drill allows communities to practice how they would respond during an actual tornado warning," Chief Schrock said. "It also helps ensure that the warning systems and emergency procedures are functioning properly."

Chief Schrock said if severe weather occurs on that day, the drill will be postponed to the following day. He added that residents who hear the sirens during this time should understand that it is only a test, "and they are encouraged to use that opportunity to review their own severe weather safety plans."

Mayor Leichty thanked Chief Schrock for the information.



6) Legal Department request: Award the quote for the 2026 Tree Removal Project to Cut Rite Services LLC, now known as Homer II LLC, as the lowest responsible and responsive contractor, approve and execute the agreement with the company and authorize the Mayor to execute the agreement

City Attorney Bodie Stegelmann said the City solicited sealed quotes for the 2026 Tree Removal Project in accordance with 36-1-12-5(b)(1)(A). Below is a summary of the quotes submitted:

| Contractor | Base Price | Add-On Price |
|---|--------------|--------------|
| Cut Rite Services, LLC (now known as Homer II, LLC) | \$99,643.75 | \$ 4,899.50 |
| Dogwood Hills Tree Farm | \$171,145.00 | \$7,845.00 |
| Michiana Tree Service LLC | \$133,880.00 | \$13,890.00 |
| Ryan Killimani Tree Service, LLC | \$102,165.00 | \$6,940.00 |

Stegelmann asked the Board to award the quote for the 2026 Tree Removal Project to Cut Rite Services, LLC, now known as Homer II, LLC, as the lowest responsible and responsive contractor, approve and execute the agreement to the company and authorize the Mayor to execute the agreement.

Myers/Nichols made a motion to award the quote for the 2026 Tree Removal Project to Cut Rite Services, now known as Homer II, LLC, with a base bid of \$99,643.75 and an add-on of \$4,899.50. Motion passed 5-0. NOTE: The Legal Department distributed a memorandum and agreement for this agenda item (EXHIBIT #2).

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

At 4:13 p.m., Mayor Leichty opened Privilege of the Floor. One person inquired about an item he believed was on the agenda. However, it was not scheduled to be considered today.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Myers seconded the motion.

Before the vote on the motion, Clerk-Treasurer Aguirre asked City Attorney Stegelmann if it was necessary for the Board to complete the requested motion on the awarding of the quote for the 2026 Tree Removal Project. The Legal Department's request had been that the Board award the quote to Cut Rite Services, now known as Homer II LLC, and also approve and execute the agreement to the company and authorize the Mayor to execute the agreement. Stegelmann said it would be "useful" for the Board to do so.

Myers/Nichols made a motion to approve and execute the agreement with Cut Right Services, now known as Homer 2 LLC, for the 2026 Tree Removal Project, and authorize the mayor to execute it. Motion passed 5-0.

ADJOURNMENT

Mayor Leichty then adjourned the meeting at 4:17 p.m.

Exhibit 1: This is the corrected list of City of Goshen warrants for agenda item #4, Clerk-Treasurer's Office request: Allow the Clerk-Treasurer's Office and Utilities Office to void \$4,461.53 in outstanding warrants dated on or before Dec. 31, 2023. Due to a transcription error, nine names and amounts were duplicated in the lists of Utilities and City warrants, although the total of City warrants, \$1,416.04, was correct. This is the corrected list of all City warrants.

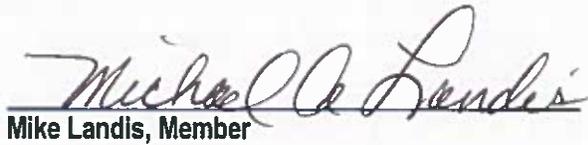
Exhibit #2: A one-page memorandum, dated March 5, 2026, and an 18-page agreement for added agenda item #6, to award the quote for the 2026 Tree Removal Project to Cut Rite Services LLC, now known as Homer II LLC, approve and execute the agreement with the company and authorize the Mayor to execute the agreement.



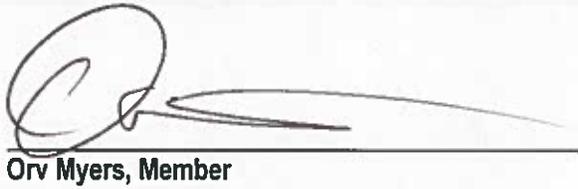
APPROVED:



Mayor Gina Leichy



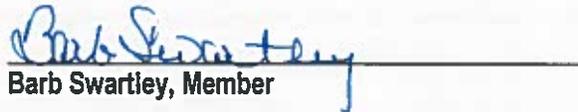
Mike Landis, Member



Orv Myers, Member

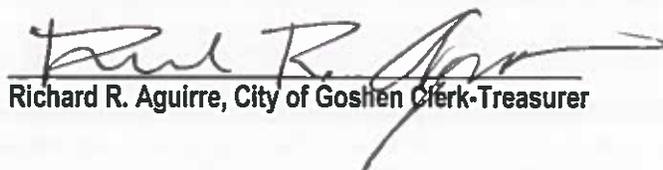


Mary Nichols, Member



Barb Swartley, Member

ATTEST:



Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #1

CITY OF GOSHEN INDIANA

SCHEDULE A – UTILITIES OUTSTANDING WARRANTS AS OF DECEMBER 31, 2023

| <u>Warrant date</u> | <u>Warrant number</u> | <u>Description</u> | <u>Amount</u> |
|---------------------|-----------------------|--------------------------|---------------|
| 01/09/2023 | 78616 | RIDENOUR, JESSICA R - \$ | 20.65 |
| 01/09/2023 | 78621 | HEMMERT, COREY D | 19.19 |
| 01/09/2023 | 78624 | KITCHENS, CAROLYN L | 12.23 |
| 01/09/2023 | 78625 | BRENISER, MARCIA K | 55.36 |
| 01/09/2023 | 78628 | DARLING, WILLIAM E | 25.93 |
| 01/23/2023 | 78675 | RAMIREZ, ASHLEY | 16.28 |
| 01/30/2023 | 78788 | FARMWALD, SUSAN K | 15.11 |
| 01/30/2023 | 78789 | AYALA, CHRISTIAN | 33.52 |
| 02/06/2023 | 78858 | HURTT, MARCUS W | 17.17 |
| 02/06/2023 | 78863 | ARELLANO, ADRIAN | 30.13 |
| 03/13/2023 | 79045 | S CARRANZA | 1.28 |
| 03/13/2023 | 79053 | LUEVANO MURILLO, KAS | 51.30 |
| 03/20/2023 | 79059 | HURST, GERALD R | 39.69 |
| 03/27/2023 | 79126 | DYNAMIC MANAGMENT | 53.92 |
| 03/27/2023 | 79127 | MCNAUGHTON, STEPHANI | 23.06 |
| 04/24/2023 | 79256 | BEARD, KATLYNNE S | 21.25 |
| 04/24/2023 | 79289 | LIPPERT COMPONENTS | 35.06 |
| 05/08/2023 | 79331 | DAVID MUJICA, YUSMAR | 9.05 |
| 05/08/2023 | 79338 | OWENS, TYLER D | 29.43 |
| 05/15/2023 | 79440 | CASTILLO, GEOVANI | 17.27 |
| 05/24/2023 | 79469 | FORT WAYNE 6 LLC DBA | 1,502.32 |
| 06/05/2023 | 79553 | MORELAND, NELSON E | 7.93 |
| 06/05/2023 | 79559 | SOSA, JUAN M | 1.82 |
| 06/26/2023 | 79670 | NEW LIFE CHURCH GOSH | 344.89 |
| 07/17/2023 | 79826 | SCHUETZ, GEOFFREY | 14.71 |
| 07/17/2023 | 79827 | OSWALD, JOSHUA | 3.29 |
| 07/31/2023 | 79921 | JOHNSON, KILLEAN C | 26.17 |
| 08/07/2023 | 79979 | HERNANDEZ ALVAR, TZA | 13.47 |
| 08/07/2023 | 79982 | GARCIA, JOSELUIS E | 21.91 |
| 08/14/2023 | 80042 | INCHAUREGUI CRU, JUA | 12.79 |
| 08/14/2023 | 80045 | PATLAN LUNA, BRIANNA | 9.33 |
| 09/11/2023 | 80048 | PARK, KEVIN | 11.09 |
| 09/11/2023 | 80196 | GUERRERO DAVILA, ELI | 30.77 |
| 09/25/2023 | 80272 | CONKLIN, TRAVIS L | 24.96 |
| 10/02/2023 | 80328 | HOOGENBOOM NAFZIGER% | 40.42 |
| 10/09/2023 | 80357 | ADAMS, SUSAN M | 27.32 |
| 10/09/2023 | 80359 | MASON, PHILLIP D | 9.55 |
| 10/09/2023 | 80363 | PAFF, BRADLEY C | 7.57 |

| <u>Warrant date</u> | <u>Warrant number</u> | <u>Description</u> | | <u>Amount</u> |
|--------------------------|-----------------------|--------------------------|----|-------------------|
| 10/09/2023 | 80364 | SIEFERT, CHARLES | \$ | 30.72 |
| 10/16/2023 | 80435 | NIBLOCK EXCAVATING, INC. | | 564.05 |
| 10/16/2023 | 80441 | CAMPOS, JUAN E | | 32.54 |
| 10/30/2023 | 80463 | VILLAREAL, VIRGINIA | | 8.12 |
| 11/13/2023 | 80617 | MRAVEC, MICHELLE R | | 37.54 |
| 11/13/2023 | 80621 | EDWARDS, BRANDON | | 22.02 |
| 12/11/2023 | 80795 | GALLO, CORY M | | 21.29 |
| 12/18/2023 | 80838 | FLORES GARCIA, ROBER | | 63.32 |
| 12/18/2023 | 80839 | CHAMBERLIN, DAWN K | | 31.81 |
| 12/18/2023 | 80841 | CHADBURN, JONATHAN | | 11.52 |
| TOTAL OUTSTANDING | | | | \$3,501.00 |

CITY OF GOSHEN INDIANA

SCHEDULE B – CIVIL CITY OUTSTANDING WARRANTS AS OF DECEMBER 31, 2023

| <u>Warrant date</u> | <u>Warrant number</u> | <u>Description</u> | | <u>Amount</u> |
|--------------------------|-----------------------|-----------------------------|--|-------------------|
| 01/10/2023 | 23606 | CURTIS WELDY | | 90.00 |
| 04/11/2023 | 24838 | GOSHEN HOSPITAL ASSOC. INC. | | 558.90 |
| 04/11/2023 | 24928 | EVOR JOHNS | | 100.00 |
| 04/11/2023 | 24930 | JOSE M CHIQUITO | | 200.00 |
| 05/09/2023 | 25264 | ANTHONY POWELL | | 315.38 |
| 06/06/2023 | 25785 | JEREMY JOHNSON | | 36.76 |
| 06/13/2023 | 26151 | RYAN SKINNER | | 88.00 |
| 09/26/2023 | 28047 | KATIE CULP | | 2.00 |
| 11/14/2023 | 28736 | NORMAN L BURGGRAF, JR | | 25.00 |
| TOTAL OUTSTANDING | | | | \$1,416.04 |

Exhibit #2



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

March 5, 2026

To: Board of Public Works and Safety
From: Christina Bonham, Paralegal
Subject: Award Quote for 2026 Tree Removal Project and Agreement with Cut Rite Services, LLC now known as Homer II, LLC

The City solicited sealed quotes for 2026 Tree Removal Project in accordance with 36-1-12-5(b)(1)(A).

Below is a summary of the quotes submitted:

| <u>Contractor</u> | <u>Base Price</u> | <u>Add-On Price</u> |
|---|-------------------|---------------------|
| Cut Rite Services, LLC now known as Homer II, LLC | \$ 99,643.75 | \$ 4,899.50 |
| Dogwood Hills Tree Farm | \$ 171,145.00 | \$ 7,845.00 |
| Michiana Tree Service, LLC | \$ 133,880.00 | \$ 13,890.00 |
| Ryan Killimani Tree Service, LLC | \$ 102,165.00 | \$ 6,940.00 |

Suggested motions:

Move to award the quote for this work to Cut Rite Services, LLC now known as Homer II, LLC as the lowest responsible and responsive contractor.

Move to approve and execute the Agreement with Cut Rite Services, LLC now known as Homer II, LLC for 2026 Tree Removal Project and authorize the Mayor to execute.

CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: 2026 Tree Removal Project

THIS CONTRACT ("Contract") is entered into on _____, 2026, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between **Cut Rite Services, LLC, now known as Homer II LLC** ("Contractor"), whose address is 2604 State Road 331, Bremen, IN 46506, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

In consideration of the terms, conditions and mutual covenants contained in this Contract, City and Contractor agree as follows:

1. Scope of Work.

- (A) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as "Project") in accordance with the Specifications that are made a part of and attached to this Contract. The Project includes the removal of trees that are invasive, dead, or dying, stump removal, and other related work as required.
- (B) For the purposes of this Contract and the attached Specifications, all services to be performed by Contractor for the Project shall be referred to as the "Work." The Work includes, but is not limited to, providing all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in the Specifications.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

2. Component Parts of this Contract.

- (A) This Contract shall include the terms and conditions set forth herein, as well as the terms and conditions set forth in the following component parts which are specifically incorporated into this Contract by reference:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the Project, including addenda, if any.
 - (2) Contractor's proposal to perform the Work for the Project as submitted to City, including the Project Proposal Form and all submittals and attachments prepared by Contractor.
 - (3) Notice to proceed issued by City to Contractor.
 - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
 - (5) Contractor's certificate of insurance.
- (B) Any conflict, inconsistency or ambiguity in this Contract and any of the component parts shall be resolved by giving precedence in the following order:

- (1) This Contract, any subsequent amendments and/or change orders;
- (2) The City of Goshen Specifications and Contract Documents, including addenda, if any; and
- (3) Contractor's proposal to perform the Work for the Project as submitted to City.

3. Duties of Contractor.

- (A) Contractor shall provide all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in these documents or any incorporated documents.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.

4. Effective Date; Term.

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor (the "Effective Date").
- (B) Contractor shall begin Work immediately upon receiving a written notice to proceed from City.
- (C) Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall substantially complete work on the Project as follows:
- (D) The tree trunk and canopy removal work shall be completed not later than **March 31, 2026**. This critical deadline is to meet the INDOT Active Bat Season Tree Removal Policy requirements to avoid direct impacts to bats and bat habitat. This does not include any pear trees that are not designated as "**Priority Trees**" on attached Exhibit A. The deadline for non-priority pear trees is **April 30, 2026**, this is due to pear trees not being typical bat habitats.
- (E) The tree trunk and canopy removal work, including stump grinding, of "**Priority Trees**" as noted in attached Exhibit A, must be completed no later than **March 31, 2026**.
- (F) The entire Project, including stump grinding, shall be substantially complete by **April 30, 2026**.

"Substantial completion" or "substantially complete" refers to the date when the work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.

5. Compensation.

- (A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract based on the established unit prices for the work items as set forth in Contractor's Project Proposal

Form, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s) or change order(s), if any, is the following:

| | |
|--|---------------------|
| Base Proposal: | <u>\$99,643.75</u> |
| Optional Add-On Proposal: | <u>\$4,899.50</u> |
| Total (estimated) Contract Price/Compensation: | <u>\$104,543.25</u> |

- (B) Payment to Contractor will be based on the unit prices for the work items and the actual number of units used. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.
- (C) Contractor will be responsible for all expenses incurred in the performance of Work under this Contract. Compensation paid to Contractor is in full consideration for any Work performed and any expenses incurred while performing said Work.

6. Payment.

- (A) City shall compensate Contractor upon the satisfactory completion of all Work on the Project in accordance with the unit prices set forth in Section 5, Compensation. The payment amount shall be subject to the City's verification of actual quantities.
- (B) As a condition of payment, all Work performed under this Contract must meet the City's reasonable satisfaction and comply with all requirements of the Specifications and Contract Documents. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Specifications and Contract Documents.
- (C) Contractor shall submit a detailed invoice itemizing the Work satisfactorily completed upon completion of all Work. The invoice shall be submitted to City for review and acceptance to the following address, or at such other address as City may designate in writing:
City of Goshen, Indiana
c/o Goshen Department of Environmental Resilience
410 W. Plymouth Ave.
Goshen, IN 46526
Email is also acceptable at Environmental@goshencity.com
- (D) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before City makes final payment.
- (E) City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be deemed made on the date of mailing the check.
- (F) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Specifications and Contract Documents.
- (G) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

7. Payment Bond. Contractor is NOT required to provide a payment bond for this Project.

8. Performance Bond. Contractor is NOT required to provide a performance bond for this Project.

9. Work Schedule.

- (A) After being awarded the Contract, Contractor shall update the proposed work schedule that was submitted with the Contractor's Project Proposal Form for approval by City. Contractor agrees to adhere to the work schedule so that the Project is completed on or before the substantial completion

date. Upon beginning the Work, Contractor shall update the schedule on a weekly basis until all Work on the Project is complete.

- (B) If Contractor fails to adhere to the work schedule, Contractor shall adopt other or additional means and methods of work and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.
- (C) Contractor agrees that no modification to the work schedule is permitted that will delay the completion of the Project by the substantial completion date without a formal amendment to this Contract.

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

11. **Materials and Workmanship; Inspection.**

- (A) All equipment, goods, materials, and systems provided in the performance of this Contract shall be as specified in these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) Upon request of City, Contractor shall furnish to City for approval full information concerning equipment, goods, materials, and systems that Contractor contemplates using in the Project.
- (C) City shall be afforded complete and unhindered access to the Work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (D) City shall have the right to reject equipment, goods, materials, systems and/or workmanship and require the correction or replacement of equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (E) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

12. **Warranty.**

- (A) Contractor shall warrant all equipment, goods, materials, and systems furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

13. **Independent Contractor.**

- (A) Contractor enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. This Contract does not in any way create any type of partnership,

association, joint venture, or other business relationship. Contractor agrees that Contractor and any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor, and such employees, agents or subcontractors are not and will not become employees, agents or subcontractors of City while this Contract is in effect.

- (B) Contractor shall be solely responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (C) Contractor shall provide all necessary unemployment and workers' compensation insurance, and any other insurance on Contractor and Contractor's employees, agents or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding the reporting of compensation earned and the payment of all income taxes. City will not withhold from any compensation paid any amounts for federal, state or local income taxes.

14. Non-Discrimination.

- (A) In accordance with Indiana Code § 22-9-1-10, Contractor and all subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
 - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
 - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
 - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
 - (4) That this Contract may be canceled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

15. Employment Eligibility Verification.

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., by execution of this Contract, Contractor affirms under the penalties for perjury that Contractor does not knowingly employ an unauthorized alien.
- (B) Contractor further agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

- (C) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien.
- (D) Contractor shall require all subcontractors that perform work under this Contract to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (E) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (F) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins Work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (G) This section shall also apply to a contractor in any contractor tier.

16. Investment Activities in Iran. In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

17. Contractor Compliance with Other Laws.

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
 - (1) A contractor shall not pay cash to any individual employed by Contractor for Work done by the individual on the Project.
 - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
 - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
 - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
 - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
- (C) This section shall also apply to a contractor in any contractor tier.

18. Insurance.

- (A) Prior to commencing Work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

(C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:

- (1) Workers Compensation and Employer's Liability - Statutory Limits
- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (4) Excess Umbrella Coverage - \$2,000,000 each occurrence

19. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, employees and subcontractors during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City and shall not be limited by reason of insurance coverage required by this Contract.

20. **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 natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of 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 and the other party shall have no recourse.

21. **Funding Cancellation.** When the City's Common Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Work under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. **Default.**

(A) If Contractor fails to perform the Work or comply with the provisions of this Contract, then Contractor may be considered in default.

(B) It shall be mutually agreed that if Contractor fails to perform the Work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.

(C) Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.

- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Work described under these Specifications and Contractor Documents.
- (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

23. Termination.

- (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City and the respective obligations of each party have been carried out in full and shall then terminate.
- (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under the Section entitled Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (E) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (F) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

24. Subcontracting or Assignment of Contract.

- (A) Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- (B) Contractor shall provide prompt written notice to City of any changes in Contractor's legal name or legal status so that changes may be documented and payments to the successor entity may be made.

25. Change Orders.

- (A) If in the course of the Work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional Work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

26. Modifications or Amendments. Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

27. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
28. **Applicable Laws.**
- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the parties to determine whether the provisions of this Contract require formal modification.
 - (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
 - (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.
29. **Governing Law.**
- (A) These documents shall be construed in accordance with and governed by the laws of the State of Indiana. Any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
 - (B) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
30. **Miscellaneous.**
- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
 - (B) In the event of a conflict between these documents and applicable laws, rules, regulations, or ordinances, the most stringent or legally binding requirement shall govern.
31. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
32. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana
c/o Goshen Department of Environmental Resilience
410 W. Plymouth Ave.
Goshen, IN 46526
Email: Environmental@goshencity.com

with a copy to:
City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528
Email: Legal@goshencity.com

Contractor: Cut Rite Services, LLC, now known as Homer II LLC
Attention: Homer Hochstetler, Member and Registered Agent
2604 State Road 331
Bremen, IN 46506
Email: damon@cutritetreeservices.com

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

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

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

Cut Rite Services, LLC
now known as Homer II, LLC

Gina M. Leichty, Mayor

Homer Hochstetler, Member

Date: _____

Date: _____

**PROJECT PROPOSAL FORM
FOR
CITY OF GOSHEN, INDIANA
PROJECT: 2026 Tree Removal Project**

A Respondent shall complete this Project Proposal Form for the above referenced Project in its entirety.

PART 1 – RESPONDENT/CONTRACTOR INFORMATION

Respondent's Name: Cut-Rite Services LLC

Street Address: 2604 State Road 331

City: Bremen State: IN Zip Code: 46506

Mailing Address (if different): P.O. Box 230

City: Bremen State: IN Zip Code: 46506

Contact Person: Damon Coe Title: operations manager

Telephone Number: 574-767-0088

Fax Number: 574-546-0319

Email Address: Damon@cutritetreeservices.com

[Continued next page.]

PART 2 – PROPOSED CONTRACT PRICE

The Respondent proposes to furnish all supervision, labor, materials, equipment, services, permits and any other components necessary to successfully complete the Project in accordance with the Specifications and Contract Documents, including any incidental requirements. The contract price for the Project will be based on established unit prices for the work items listed on the last page(s) of this Project Proposal Form. The quantities shown for each work item are estimates only and based on the best information currently available.

The sum of the work items are as follows:

Base Proposal: \$ 99,643.⁷⁵

Optional Add-On Proposal: \$ 4,899.⁵⁰

The Respondent acknowledges that proposals shall be evaluated based on the sum(s) provided above. The Respondent also understands that the quantities listed for each work item are estimates only and are provided for the purpose of comparing proposals to determine the Respondent submitting the lowest proposal. (City shall verify all calculations.) If awarded a contract for this Project, the Respondent understands that the actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project.

PART 3 – ADDENDA

The Respondent shall ascertain prior to submitting a proposal that the Respondent has received all Addenda issued. The Respondent acknowledges receipt of the following Addenda for the Project:

_____ NONE. There were no Addenda issued for this Project.

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

PART 5 – BUSINESS CERTIFICATION

A Respondent must complete this page to certify the form of business organization the Respondent is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible, and a contract awarded may be cancelled. This registration requirement DOES NOT apply to a sole proprietorship or general partnership.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 200 W. Washington Street, Room 201, Indianapolis, IN 46204; (317) 232-6531; or <https://inbiz.in.gov/BOS/Home/Index>.

Respondent Name: Cut-Rite Services LLC

By submitting this proposal and signing this Project Proposal Form, Respondent certifies that the Respondent is operating as a (check one):

- SOLE PROPRIETORSHIP
- GENERAL PARTNERSHIP
- LIMITED PARTNERSHIP
- LIMITED LIABILITY PARTNERSHIP
- LIMITED LIABILITY COMPANY
- CORPORATION

The Respondent, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Indiana and is currently registered with the Indiana Secretary of State.

The Business ID number for the Respondent is 84-2585456.

State of _____ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Respondent agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

PART 6 – E-VERIFY PROGRAM CERTIFICATION

In accordance with Indiana Code § 22-5-1.7 et seq., by submitting this proposal and signing this Project Proposal Form, Respondent certifies the following:

- Respondent **IS** currently enrolled in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3.
- Respondent **IS NOT** currently enrolled in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. By submitting this proposal, the Respondent agrees to enroll in the E-Verify Program as a contingency of being awarded a contract.
- Respondent is self-employed and does not have any employees, and therefore, Respondent **IS NOT** required to enroll in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3.

PART 7 – NON-COLLUSION

In accordance with Indiana Code § 36-1-12-4, by submitting this proposal and signing this Project Proposal Form, Respondent affirms under the penalties for perjury that:

- (1) The Respondent has not entered into a combination or an agreement: (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and
- (2) The Respondent's proposal is made without reference to any other proposal.

PART 8 – NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

- Respondent **IS NOT** a relative of a City of Goshen elected official.
- Respondent **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official, or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please identify:

Name of City of Goshen elected official: _____

Relationship to Respondent: _____

PART 9 – INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing this Project Proposal Form, Respondent certifies the following:

- Respondent **IS NOT** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.
- Respondent **IS** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

PART 10 – OTHER REQUIRED SUBMITTALS

Respondent confirms that the following are attached to this Proposal (check or indicate N/A for not applicable):

None Name of all subcontractor(s) (tier 2 contractor, tier 3 contractor or lower tier contractor as defined by Indiana Code § 5-16-13-4) to be used in the Project, and a description of part of the work to be performed, materials to be supplied, or service to be supplied, including the percentage of the total contract price.

Herbicide License attached

- Proof a contractor in any contractor tier possesses any appropriate professional or trade licenses or certifications required by law for any trade or specialty area in which the Respondent proposes to use in the Project.
- Proposed work/construction schedule. *Attached*
- Proposed traffic control plan. *Attached*
- Manufacturer's product data on the proposed pesticide to be used to treat invasive trees. *Attached*

[Continued next page.]

PART 12 – SIGNATURE

The undersigned certifies that Respondent has read and understands the Specifications and Contract Documents, including all instructions and the terms and conditions of the proposed Contract. Respondent agrees to fulfill the requirements of any awarded contract at the established unit prices proposed for each work item.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of the Respondent. Signature by the Respondent's authorized representative constitutes execution of each any every Part of this Project Proposal Form.

Respondent's Authorized Representative:

Signature: Maci Prill Title: Human Resources

Printed: Maci Prill Date: 2/25/24

STATE OF Indiana)

COUNTY OF Marshall) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Maci Prill, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Project Proposal Form are true and correct.

Witness my hand and Notarial Seal this 25th day of February, 2026.



Tara L. Beasley
Printed Name: Tara L. Beasley
County of Residence: Marshall
My Commission Expires: December 16, 2029
Commission Number: NP073993

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Tree Removal Project

AMENDED WORK ITEMS

This completed form must be included with the Project Proposal Form for the above referenced Project. The Respondent should transfer the sum of the work items for the Base Proposal and Optional Add-On Proposal to **PART 2-PROPOSED CONTRACT PRICE**.

Respondent Name: Cut Rite Services LLC

BASE PROPOSAL

| Item No | Description | Estimated Quantity | Unit | Unit Cost | Total |
|---|---|--------------------|------|------------------------|-------------------------|
| 1 | Mobilization and Demobilization | 1 | LSUM | \$1,175. ⁰⁰ | 1,175. ⁰⁰ |
| 2 | Maintenance of Traffic | 1 | LSUM | \$5,250. ⁰⁰ | 5,250. ⁰⁰ |
| 3 | Tree Removal and Clearing DBH Ranges, 1-4" | 2 | Each | \$156. ⁵¹ | \$313. ⁰² |
| 4 | Tree Removal and Clearing DBH Ranges, 5-9" | 12 | Each | \$313. ⁰² | \$3,756. ²⁴ |
| 5 | Tree Removal and Clearing DBH Ranges, 10-14" | 14 | Each | \$678. ²¹ | \$9,494. ⁹⁴ |
| 6 | Tree Removal and Clearing DBH Ranges, 15-19" | 17 | Each | \$886. ⁸⁹ | \$15,077. ¹³ |
| 7 | Tree Removal and Clearing DBH Ranges, 20-24" | 21 | Each | \$1,147. ⁷⁴ | \$24,102. ⁵⁴ |
| 8 | Tree Removal and Clearing DBH Ranges, 25-29" | 15 | Each | \$1,460. ⁷⁶ | \$21,911. ⁴⁰ |
| 9 | Tree Removal and Clearing DBH Ranges, 30-34" | 8 | Each | \$1,669. ⁴⁴ | \$13,355. ⁵² |
| 10 | Tree Removal and Clearing DBH Ranges, 40"+ | 2 | Each | \$2,295. ⁴⁸ | \$4,590. ⁹⁶ |
| 11 | Invasive Stump Treatment | 6 | Each | \$19. ⁵⁰ | \$117. ⁰⁰ |
| TOTAL BASE PROPOSAL: (Transfer total to Part 2) | | | | | \$99,643. ⁷⁵ |

OPTIONAL ADD-ON PROPOSAL

| Item No | Description | Estimated Quantity | Unit | Unit Cost | Total |
|--|---|--------------------|------|------------------------|------------------------|
| 12 | Tree Removal and Clearing DBH Ranges, 15-19" | 0 | Each | 0 | 0 |
| 13 | Tree Removal and Clearing DBH Ranges, 20-24" | 3 | Each | \$620. ¹⁶ | \$1,860. ⁵⁰ |
| 14 | Tree Removal and Clearing DBH Ranges, 25-29" | 2 | Each | \$777. ⁷⁵ | \$1,555. ⁵⁰ |
| 15 | Tree Removal and Clearing DBH Ranges, 40"+ | 1 | Each | \$1,464. ⁰⁰ | \$1,464. ⁰⁰ |
| 16 | Invasive Stump Treatment | 1 | Each | \$19. ⁵⁰ | \$19. ⁵⁰ |
| TOTAL OPTIONAL ADD-ON PROPOSAL: (Transfer total to Part 2) | | | | | \$4,899. ⁵⁰ |