



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. December 21, 2020

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

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

Call to Order by Mayor Jeremy Stutsman

Statement Regarding Virtual Public Meetings

Approval of Minutes

Approval of Agenda

- (1) Goshen Fire Dept. Bad Debt & Contractual Write-offs 2018-2019
- (2) Occupancy Permit Agreement: Cheryl & Brad Miller, 1733 Amberwood Dr.
- (3) Occupancy Permit Agreement: Kelly Neering and Schrock Homes, Inc., 1226 Camelot Dr.
- (4) Davey Resource Group Urban Tree Canopy Assessment
- (5) OJS Building Systems: Air Ionizers for Airport, Reith Interpretive Center

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



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

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

December 17, 2020

To: Board of Public Works & Safety

RE: Bad Debt and Contractual Write Off's

Goshen Fire Department is requesting permission to write off bad debts and contractual write-offs for 2018 and 2019.

The AccuMed Group has billed the patient or responsible party and the appropriate insurance companies and received the amount(s) payable for the services rendered. We must now write off the contractual amounts and the bad debts. These 2018 accounts total \$301,433.62. Our collection rate is 74%. The 2019 accounts total \$580,833.53. Our collection rate for 2019 is 72%.

We are requesting permission to write off these contractual amounts and Bad Debts for January 01, 2018 thru December 31, 2019. If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

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

Danny Sink
Fire Chief



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

December 21, 2020

To: Goshen Board of Public Works and Safety and Stormwater Board
From: Shannon Marks
Subject: Occupancy Permit Agreement with Brad and Cheryl Miller

Attached for the Board's approval is an Occupancy Permit Agreement with Brad and Cheryl Miller concerning the completion of the construction project at 1733 Amberwood Drive. The construction project is now substantially complete except for certain exterior work that cannot be completed due to weather conditions. With the exception of the work to be completed under the agreement, once all City Code requirements have been met, the agreement has been executed by all parties, and a surety in the amount of One Thousand Four Hundred Dollars (\$1,400.00) is provided to the City to insure the timely completion of the remaining work, the City will issue a certificate of occupancy for the location.

Suggested Motion:

Approve and authorize the Mayor to execute the Occupancy Permit Agreement with Brad and Cheryl Miller concerning the completion of the construction project at 1733 Amberwood Drive.

OCCUPANCY PERMIT AGREEMENT

THIS AGREEMENT is entered into on _____, 20____, between the **City of Goshen, Indiana** by and through the Goshen Board of Public Works and Safety and Stormwater Board (“Goshen”), and Brad and Cheryl Miller (hereinafter referred to as “Permittee”).

Permittee obtained a building permit for the construction of a building on Permittee’s Brad and Cheryl Miller’s real estate at 1733 Amberwood Drive, Goshen, Indiana (“Site”). The construction project is substantially complete except for certain exterior work that cannot be completed due to weather conditions.

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

WORK

Permittee agrees to complete the following remaining item(s) of work (“Work”) as soon as conditions permit, but no later than June 15, 2021:

- (1) Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 11,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydro mulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

SURETY

Permittee agrees to provide Goshen a surety in the amount of One Thousand Four Hundred Dollars (\$1,400.00) (“Surety”) to insure the timely and proper completion of the Work under the terms of this agreement. The Surety may be in the form of a surety bond, letter of credit, or cash bond, including a corporate check or cashier’s check (which City Clerk-Treasurer will cash). The Surety is to insure the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee’s contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the Surety.

If the Surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the Surety.

CERTIFICATE OF OCCUPANCY

Except for the Work yet to be completed as set forth above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement.

FORCE MAJEURE

If Permittee’s performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee’s time for performance will be extended. Such extension shall be for no longer than necessary given the

FORCE MAJEURE

If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

DEFAULT

It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety and Stormwater Board, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.

AMENDMENTS

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety and Stormwater Board. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

WAIVER OF RIGHTS

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

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Permittee: Brad and Cheryl Miller
1520 Bershire Ct N
Shipshewana, IN 46526

APPLICABLE LAWS

Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In addition, all provisions required by law to be inserted into this agreement shall be deemed to be inserted whether they are actually included or not. Any provision of this agreement or incorporated documents, if any, shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

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

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

AUTHORITY TO EXECUTE

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

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

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

Cheryl Miller
Brad Miller

Jeremy P. Stutsman, Mayor

Brad and Cheryl Miller

Michael A. Landis, Board Member

Date: 12-18-2020

Mary Nichols, Board Member

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

December 21, 2020

To: Goshen Board of Public Works and Safety and Stormwater Board

From: Shannon Marks

Subject: Occupancy Permit Agreement with Kelly L. Neering
and Schrock Homes, Inc

Attached for the Board's approval is an Occupancy Permit Agreement with Kelly L. Neering and Schrock Homes, Inc concerning the completion of the construction project at 1226 Camelot Drive. The construction project is now substantially complete except for certain exterior work that cannot be completed due to weather conditions. With the exception of the work to be completed under the agreement, once all City Code requirements have been met, the agreement has been executed by all parties, and a surety in the amount of Six Thousand Dollars (\$6,000) is provided to the City to insure the timely completion of the remaining work, the City will issue a certificate of occupancy for the location.

Suggested Motion:

Approve and authorize the Mayor to execute the Occupancy Permit Agreement with Kelly L. Neering and Schrock Homes, Inc concerning the completion of the construction project at 1226 Camelot Drive.

OCCUPANCY PERMIT AGREEMENT

THIS AGREEMENT is entered into on _____, 20____, between the **City of Goshen, Indiana** by and through the Goshen Board of Public Works and Safety and Stormwater Board (“Goshen”), and (“Permittee”) Kelly L. Neering and Schrock Homes, Inc (hereinafter collectively referred to as “Permittee”).

Permittee obtained a building permit for the construction of a building on Permittee’s Kelly L. Neering’s real estate at 1226 Camelot Drive, Goshen, Indiana (“Site”). The construction project is substantially complete except for certain exterior work that cannot be completed due to weather conditions.

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

WORK

Permittee agrees to complete the following remaining item(s) of work (“Work”) as soon as conditions permit, but no later than June 15, 2021:

- (1) Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 18,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydro mulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.
- (2) Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting one required street tree.

SURETY

Permittee agrees to provide Goshen a surety in the amount of Six Thousand Dollars (\$6,000) (“Surety”) to insure the timely and proper completion of the Work under the terms of this agreement. The Surety may be in the form of a surety bond, letter of credit, or cash bond, including a corporate check or cashier’s check (which City Clerk-Treasurer will cash). The Surety is to insure the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee’s contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the Surety.

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Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Permittee: Kelly L. Neering
601 Windsor Circle, Apt. B
Elkhart, IN 46516

and

Schrock Homes, Inc
Dean Sprunger
2523 Messick Drive
Goshen, IN 46526

APPLICABLE LAWS

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

Jeremy P. Stutsman, Mayor



Kelly L. Neering

Michael A. Landis, Board Member

Date: 12/16/2020

Mary Nichols, Board Member

Schrock Homes, Inc

By: 

Printed: Dean Sprunger

Date: _____

Title: V.P. of Construction

Date: Dec 16, 2020

December 18, 2020

Memorandum to: Goshen Board of Works

Regarding: Davey Resource Group Contract

Professional Services – Urban Tree Canopy Assessment

Davey Resource Group (DRG) has proposed to complete a professional Urban Tree Canopy (UTC) Assessment for the City of Goshen. This UTC Assessment will follow up on a prior one which DRG completed in 2012. The Assessment will track changes in land cover and land use in the City, with particular attention to changes in the overall tree canopy cover within City limits. This data is especially important as the City works towards its stated goal of 45% tree canopy by 2045.

The contract will include access to TreeKeeper Canopy software developed by DRG. This software will allow us to prioritize planting locations, project and estimate future tree canopy benefits, and to more accurately define measurable goals. The software, in conjunction with the UTC assessment, gives us the ability to plan dynamically for equitable canopy growth.

Suggested Motion: Move to approve the Urban Tree Canopy Assessment Update proposal from Davey Resource Group and authorize the Mayor to sign on behalf of Board of Public Works and Safety.

Aaron Sawatsky-Kingsley
Director, Department of Environmental Resilience
City of Goshen

Proposal for:

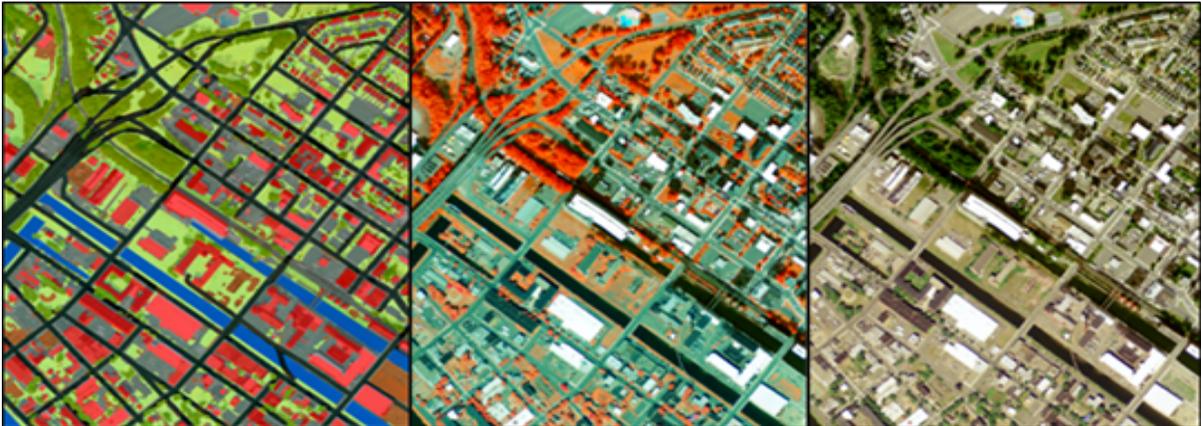
Tree Canopy Assessment Update

Prepared for:

The City of Goshen

410 West Plymouth Avenue
Goshen, Indiana 46526

Proposal Date: December 2020



Prepared by:

Aren Flint, Urban Forestry Team Lead
Davey Resource Group, Inc.
5641 W 73rd Street, Indianapolis, Indiana 46278
C. 765.430.9020/TF. 800.828.8312



“Solutions through Innovations and Expertise”

Introduction

Trees are part of everyday life in the City of Goshen. The city’s urban forest creates a sense of place and supplies real benefits to those who live in Goshen. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life in Goshen by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being. Davey Resource Group, Inc. “DRG” understands the benefits trees bring to your community. We also realize the challenges that come with managing public trees.

About Davey Resource Group, Inc.

For over 25 years, DRG has inventoried trees throughout the United States. We know that capturing the footprint of the urban tree canopy is critical to helping you and your urban forestry stakeholders manage the urban forest proactively and better mitigate tree-related risk. Since you and your community rely on an up to date urban tree canopy assessment and recommendations that may come from further analysis to make important decisions, DRG uses only qualified, experienced staff who are knowledgeable of both industry standards and the municipal work environment.

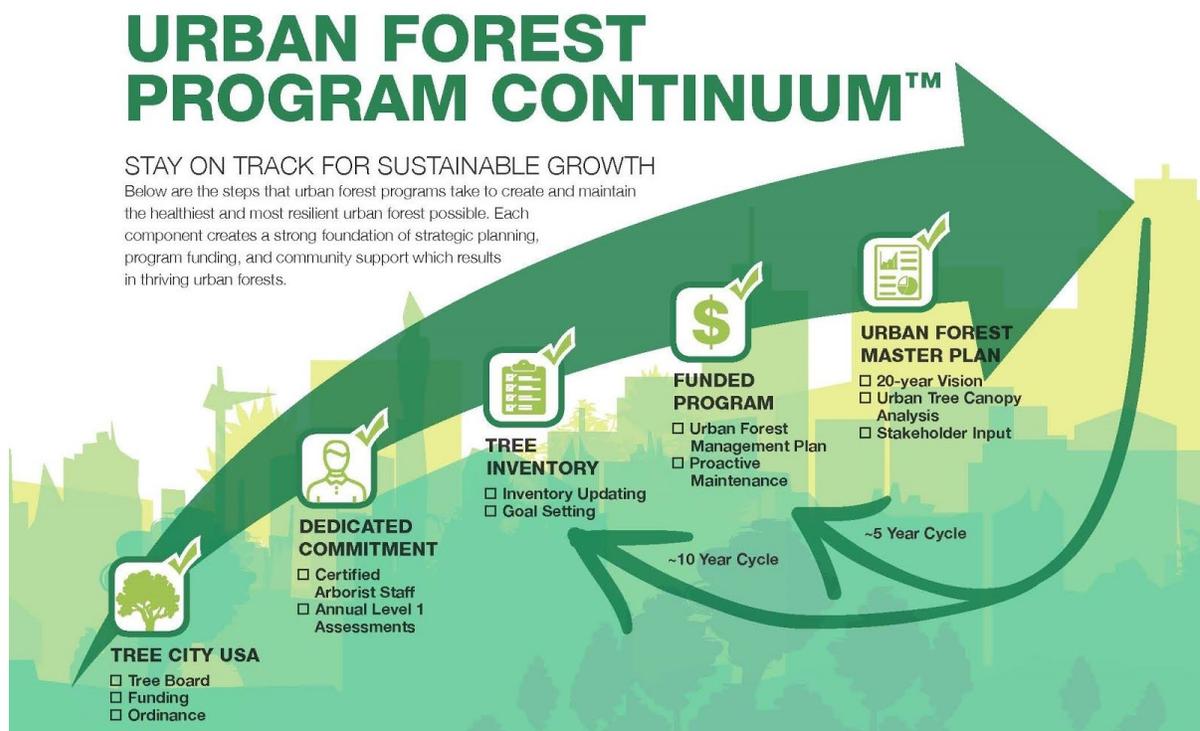


Trees bring natural elements and wildlife habitats into urban settings and they also moderate temperatures, reduce air pollution and energy use, and improve water quality.

A Trusted Partner and Supporter of Arboriculture

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



Davey Resource Group has proven solutions to help Goshen launch its program forward along the Urban Forest Continuum.

DRG's Focused Urban Forestry Services



TREE INVENTORY

Whether inventorying one tree or hundreds of thousands of trees, DRG tailors each inventory to meet your specific program needs and project budget.

TREEKEEPER® SOFTWARE

Developed, maintained, and supported by DRG's in-house IT professionals, TreeKeeper® is easy-to-use, web-based software used to manage, share, and update inventory data.



URBAN FOREST PLANNING

Whether Goshen needs help managing the city's trees daily or reaching overarching goals for the urban forest, our team has the experience, tools, and ability to help Goshen achieve both its short- and long-term goals. DRG develops management and master plans as well as storm preparedness, tree protection, woodlot, and invasive species management plans.



GIS

With GIS specialists in-house, we can map the city's urban tree grow out, analyze the spatial distribution of available planting space, and predict the impact of threats to the tree canopy.

STAFFING

If Goshen does not have an urban forester or needs help with program management or projects, DRG's experienced ISA Certified Arborists work on-call, perform project work, or work as part-time or full-time contract staff.



TREE BENEFITS

As a developer of i-Tree, DRG knows how to use i-Tree Tools to highlight the benefits of your trees.

Scope of Work

This project is an integral part of Goshen's comprehensive urban forestry program. The results of this project will help Goshen understand the composition, structure, management, and partnership needs of its urban forest to better allocate resources, develop risk management strategies, and promote the ecosystem benefits trees provide to the local community.

There are 2 options for this project. Both are proposed and have the following key components:

Project Option 1

1. **Urban Tree Canopy Assessment and Planning.** GIS mapping and analysis of land cover, tree canopy changes from 2012, and planting plan.
2. **Reporting.** Summary report describes the major project findings from the urban tree canopy assessment and planting plan.

Project Option 2

1. **Urban Tree Canopy Assessment and Analysis.** GIS mapping and analysis of land cover, canopy cover change, ecosystem services, prioritized planting need, social equity and public health, and forest fragmentation.
2. **Canopy Planning Software.** Your tree canopy assessment and analysis can be delivered in DRG's cloud-based canopy planning tool TreeKeeper® Canopy.

Project Approach

The following sections describe DRG's overall approach, or methodology, for accomplishing Goshen's scope of work. We explained the technologies used to complete the urban tree canopy assessment and described the summary report and interactive planning tool. To illustrate the strength and experience of the DRG team, we provided a proposed project team staff resumes and project examples and references.

Urban Tree Canopy Assessment and Planning

Land Cover Mapping and Metrics

Using acquired imagery and GIS data layers available to DRG from the City and other agencies, DRG can complete an Urban Tree Canopy (UTC) assessment identifying the current extent of the tree canopy as well as targeted species of trees for further in-depth mapping. DRG can provide the city with ESRI shapefiles, metadata, and an Excel spreadsheet of the percent canopy cover containing data for up to eight (8) distinct geographies, such as parcel zoning, land use, neighborhood, and watershed, etc. (GIS boundary layers are required). The UTC data can be used to quantify, for example:

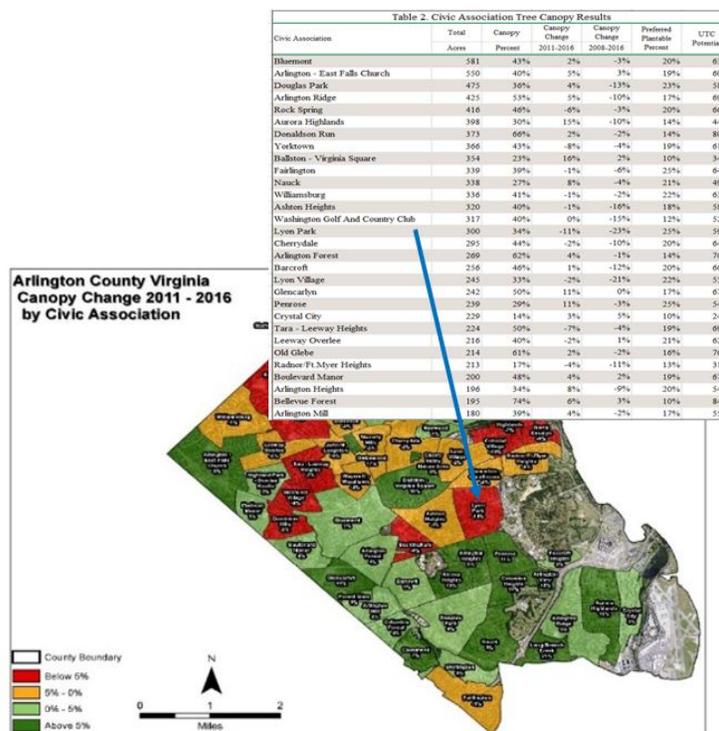
- The extent of canopy coverage for the incorporated areas of the city
- Tree canopy coverage by districts, wards, and sub watersheds
- Tree canopy coverage by parcel
- Tree canopy cover by zoning or land use such as residential, commercial, multi-family, etc.
- Tree canopy cover by land ownership

Accuracy Standards

DRG manually edits and conducts thorough quality assurance and quality control (QA/QC) checks on all UTC and land cover layers. A QA/QC process will be completed using ArcGIS to identify, clean, and correct any misclassification or topology errors in the final land cover dataset. DRG edits the initial land cover extractions in urban and rural areas at a 1:2,000 quality control scale, and woodland/forested areas at a 1:5,000 scale. The project will attain a minimum of 95% user's accuracy for UTC and impervious classes and an overall accuracy of greater than or equal to 94%.

Urban Tree Canopy Change Assessment

Land cover is a unique resource that has a high susceptibility to change due to the complexities arising from the myriad of activities—anthropogenic and natural variation—it underpins. In our quest for development, we tend to vary the composition of the landscape to create conditions which would better serve our interests. These changes, however, pose potential threats to the ability of the land to support our activities. Consequently, there is the need to track the changes of the land cover and related effects and plan adequately to ensure that we attain our goals and objectives without compromising the ability of future generations to realize theirs.



Utilizing the 2012 UTC assessment, DRG will conduct the change assessment that will identify points of growth and loss. Analysis will include spatial change, acreage change, percent change, and absolute change for any geographies specified by the city. Tables and maps DRG can provide the city with ESRI shapefiles, metadata, and an Excel spreadsheet of the percent canopy cover change containing data for up to eight (8) distinct geographies, such as parcel zoning, land use, neighborhood, and watershed, etc. (GIS boundary layers are required).

Priority Planting Opportunity Index

Per protocols set by USDA Forest Service, a standard UTC assessment provides mapping and information on “all possible planting areas.” This summation of possible planting areas is equal to the total of all areas that are open ground and includes areas such as golf courses, active agricultural fields, and sports fields. While it is theoretically possible that these types of pervious surfaces and land uses could represent future tree planting areas, it is often, and understandably so, not practical for a community to consider them for tree planting initiatives.



Therefore, to determine more likely and reasonable areas to plant trees, DRG can locate “preferred planting areas.” The identification of preferred planting areas considers land use and other factors such as approved community master planning that limit where trees may be planted. The preferred planting area analysis can be completed for the entire project area prioritized based on maximizing canopy benefits related to up to eight (8) of the following focal issues (parameters):

- Socio-demographics and population density
- Proximity to surface waters and impaired waterways
- Topography, floodplains, and soil types
- Public/private ownership
- Linkages to greenways and other forest resources
- Stormwater problem areas
- Mitigating urban heat island effect

DRG uses a combination of parameters obtained from discussion with the city to determine planting objectives. Ultimately, each suitable planting area is divided into five priority categories ranging from Very Low to Very High based on the client’s parameters.

Urban Tree Canopy Assessment Data Deliverables

DRG delivers all GIS data in an ESRI ArcGIS® geodatabase in a projected coordinate system. Data sets will be delivered with projection files and metadata using Federal Geographic Data Committee (FGDC) specifications.

In addition to the GIS data files, the following will also be delivered to the City of Goshen:

1. Narrative of the classification methodology.
2. Metadata that conforms to both City of Goshen and FGDC Standards.
3. Excel™ spreadsheet containing land cover metrics, canopy change metrics, social equity and public health analyses, and environmental benefits analyses.

Optional Reporting or Planning Software

Option 1: Reporting

DRG offers three reporting options which will meet any of Goshen’s needs for short- and long-term tree canopy tracking and management guidance with the intention of meeting the city’s goal of 45% tree canopy by 2045.

Summary Report

DRG’s canopy assessment summary report is an excellent choice for those communities who are interested in knowing baseline information about their urban forest and communicating the importance of trees to citizens. The canopy assessment summary report includes an analysis of the UTC data and planting plan.

Report Sections

- *Executive Summary*—describes the assignment and provides an overview of inventory findings.
- *Urban Tree Canopy Assessment and Analysis*—This section will discuss Goshen’s community tree canopy. It will establish the value of measuring tree canopy and its implications and will provide a brief overview of current canopy goals. Subsections within this section include tree canopy change, priority planting, and future canopy strategies.
- *Conclusion*—Summarizes the report, drawing inferences from the entire process about what has been found, or decided, and the impact of those findings or decisions.
- *Appendices*—Relevant appendices are provided.

Option 2: TreeKeeper® Canopy Software

TreeKeeper® Canopy is a unique and user-friendly web tool that streamlines viewing tree canopy assessment results. With TreeKeeper® Canopy, users can define measurable canopy goals and enact scenarios to reach those goals. The tool will enable the city to prioritize new planting locations, project and estimate future tree canopy benefits, and budget for tree planting costs. This web solution is a great planning tool and public education tool for municipalities. See next page for an example of a TreeKeeper® Canopy.

Observe

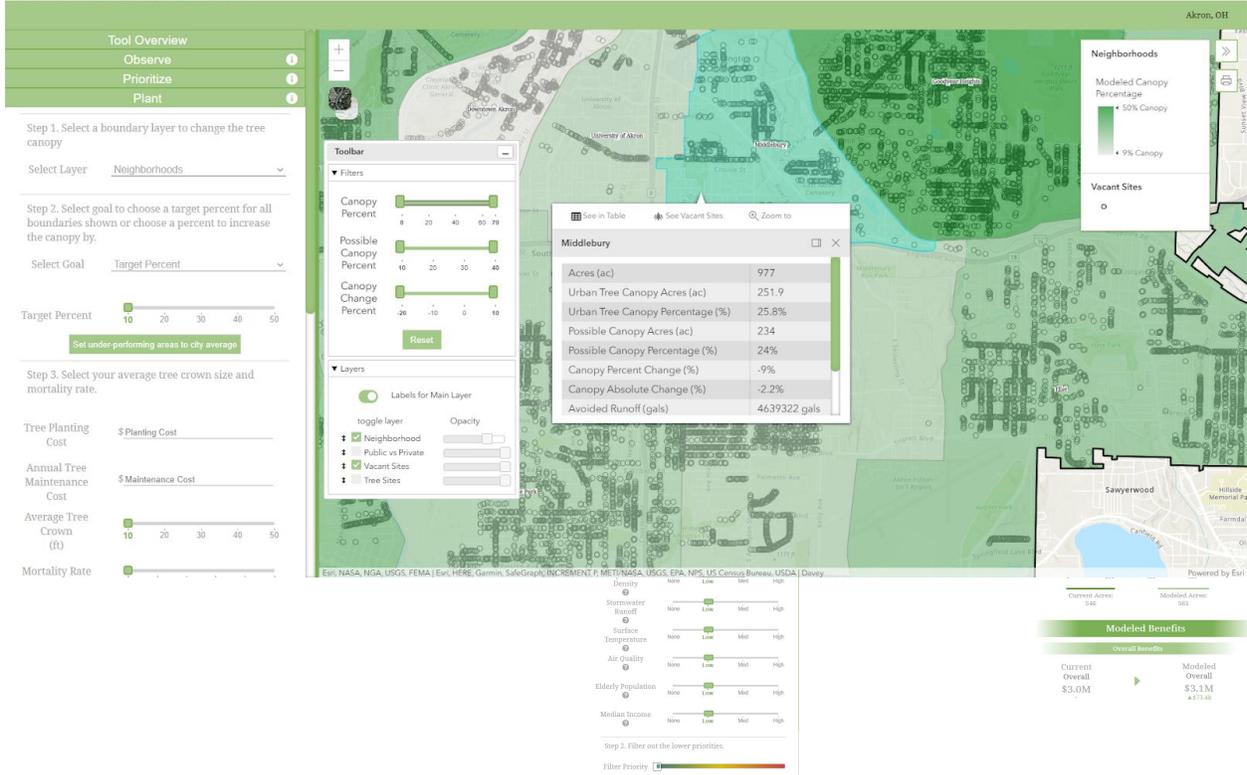
- Review tree canopy data
- Explore tree canopy changes
- Select between multiple layers
- Customizable attributes
- Determine planting opportunities

Prioritize

- Integrate inventory data from TreeKeeper®
- Create strategies that work for you
- Customize needs of the community
- Collaborate with other stakeholders
- Determine critical factors

Plant

- Set tree canopy goals
- Design and compare scenarios
- Project future tree canopy and benefits
- Calculate tree planting costs
- Export data for reporting



Client Responsibilities

1. Provide DRG with imagery, maps, and GIS data files.
2. Provide daily contact information.
3. Provide access to tree inventory database(s).
4. Assist with coordination of virtual kick-off and closing meetings.
5. By accepting this proposal, Fort Wayne accepts DRG's Limited Warranty and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

Urban Forest Experts and Project Team

We are pleased to introduce DRG and our team of urban forest experts to the City of Goshen and present our qualifications for providing a UTC assessment and related services. DRG's team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances community aesthetics and public safety but also improves the community's environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete Goshen's project on time and budget while exceeding the city's expectations.

DRG may assign the following team members to Goshen's project. Their experiences and credentials prove that they have the qualifications needed to work for the city.

William Ayersman, GISP, M.S., is the geospatial services project manager within DRG. He is a lead geospatial analyst with extensive experience applying spatial analysis and predictive modeling to natural resource issues. His daily responsibilities involve GIS project coordination for remote sensing and image analysis projects, LiDAR analysis, database and project management, and the creation and design of predictive and suitability models. Since 2011, he has been the project lead on all urban tree canopy (UTC) assessment and forestry analysis projects for urban forestry and utility services, including generating custom mapping and reports for transmission right-of-way projects.

Mr. Ayersman plays a key role in the development of DRG's innovative GIS tools and solutions, focusing on the urban canopy effects of stormwater, watersheds, and ecosystem cost/benefits analysis. He has experience and knowledge in the field of forestry resource management, cartography, landscape metrics, and spatial statistics. He also has strong interests in the research and development of new spatial analysis procedures, timber stand dynamics, and the ecological impacts of invasive species.

Prior to joining DRG, Mr. Ayersman worked as a GIS Analyst for the Natural Resource Analysis Center in Morgantown, West Virginia, where he collaborated with West Virginia Department of Natural Resources to obtain goals for a wetland predictive model, conducted watershed and remote sensing analysis, and performed predictive/suitability modeling for invasive species. As a graduate research assistant at West Virginia University, he worked with USDA Forest Service to design and create a spatial predictive model for the spread of emerald ash borer using GIS as well as a role in applying spatial analysis in order to complete his thesis requirements.

Mr. Ayersman holds a master of science degree in forestry and a bachelor of science degree in forest management from West Virginia University. He is a member of the Association of American Geographers (AAG), the American Society of Photogrammetry and Remote Sensing (ASPRS), Ohio Urban Regional System Association (URISA) Ohio Chapter, and the Kentucky Association of

Mapping Professionals (KAMP). He joined DRG in April 2011. Will works from our corporate headquarters in Kent, Ohio.

For all projects listed, Mr. Ayersman worked for DRG. His specific role(s) was project coordination of all GIS services. In addition to the GIS project management, he also assisted with final deliverable preparation and spatial analysis. When needed, he also assisted with secondary QC of all land cover data sets. Mr. Ayersman works directly with project managers and clients to ensure the project is a success from start to finish by providing exceptional customer service.

Benard Appiah Kubi, M.S., is a geospatial analyst. His primary responsibilities include project management of remote sensing image analysis projects, the programming and development of customized geospatial tools we offer to our clients and our standard business operations for our utility and environmental consulting services teams, and the quality assurance and quality control (QA/QC) for Environmental Consulting services. Ben is also the lead on the automated extraction processes for our urban tree canopy (UTC) assessment projects. He has extensive experience utilizing i-Tree analyses tools and developing scripts to automate and streamline daily geospatial processes to generate quality final data deliverables.

Prior to joining Davey through an internship program with The University of Akron, Ben worked as a research assistant at The University of Akron Department of Geosciences. He also has experience as a data collector and processing intern on the Guinea Worm Eradication project in Northern Ghana, West Africa. Mr. Appiah Kubi holds a Master of Science degree in geography from The University of Akron with an emphasis on geographic information systems applications and a Bachelor of Arts degree from the University of Ghana. He joined DRG in July 2011. Benard works from our corporate headquarters in Kent, Ohio.

For all projects listed, Mr. Kubi worked for DRG. His specific role(s) was the lead GIS analyst performing all QC related measures including accuracy assessment and documentation. He has conducted change assessments and socio-economic data analysis on all applicable projects over the past five years. He is also responsible for deliverable preparation and database creation.

Aren Flint is a senior associate consultant with DRG. Ms. Flint specializes in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, zoos, cemeteries, nonprofits, and private lands. Ms. Flint provides urban and community forestry solutions focusing on outreach, operations, planting, preservation, and risk management. Much of her work focuses on inventory data collection, data quality and assurance, training new staff, teamwork and safety, project communication and delivery, and customer service. For over 14 years, Ms. Flint has worked on and managed more than 75 inventories across the U.S. and Canada. She has experience with GIS and GPS technologies, several types of field data collection computers/units and programs, tree inventory management software, tree identification, tree risk assessment, tree preservation plans, tree appraisal, urban tree canopy analysis, and the i-Tree suite of software. She is proficient at writing urban and community forestry management plans and benefit analyses. She has managed the planning and coordination of the City of Columbia City, Indiana public tree management program for over 5 years. She has helped the City of Indianapolis, Indiana with managing the city tree removal program and conducting citizen requests for tree inspections. Ms.

Flint has also coordinated, managed, and conducted fieldwork and data collection for the Indiana Statewide Urban Sample Inventory (SUSI) for the Indiana DNR Community and Urban Forestry program. She is an International Society of Arboriculture (ISA) Certified Arborist and Municipal Specialist (IN-3190AM). She also holds an ISA Tree Risk Assessment Qualification (TRAQ) and is a member of the United States Forest Service Strike Team. Ms. Flint is a graduate of Purdue University, where she holds a bachelor's degree in natural resource management with a focus on human dimensions and communication.

Tyler VanVlerah serves as an urban forestry specialist and site manager with DRG. Tyler joined DRG in February 2019 tasked with helping site management of a tree inventory in Bloomington, Indiana. He currently manages the planning and coordination of the Town of Plainfield, Indiana and the City of Columbia City, Indiana public tree management programs. He is also tasked with helping the City of Indianapolis, Indiana with managing the city tree removal program. Though a more recent addition to the DRG team, Tyler holds more than three years of diverse experience within the arboriculture industry. Previous work areas include tree care operations, risk assessment, tree and landscape appraisals, tree preservation planning, tree planting, and plant health care. Most recently prior to joining the DRG team, Tyler worked for a tree care company based out of Indianapolis where he played a supporting role in developing commercial client relationships and helped lay the groundwork for the company's urban forestry consulting department. As an ISA Certified Arborist (IN-3515A) with an ISA Tree Risk Assessment Qualification (TRAQ) and a member of the United States Forest Service Strike Team, Tyler specializes in assisting communities in devising, developing, and implementing urban forest management plans. Tyler holds a bachelor of science degree in environmental management from the School of Public and Environmental Affairs at Indiana University.

Investment

Urban Tree Canopy Assessment and Planning

- Land Cover Mapping and Metrics, for a cost of: **\$9,000**
- Urban Tree Canopy Change Assessment, for a cost of: **\$1,500**
- Priority Planting Opportunity Index, for a cost of: **\$4,250**

Option 1: Reporting

- Summary Report, for a cost of: **\$2,630**

Option 2: TreeKeeper® Canopy Software

DRG locks in the renewal fee at the prices listed below if the subscription does not lapse.

- First-year build and subscription includes one-year support, for a cost of: **\$5,500**
- Recommended Addon Environmental Benefits, for a cost of: **\$1,000**
- Recommended Addon Census Data Mining, for a cost of: **\$1,750**

Budget 2022

- Annual renewal after first-year, for a cost of: **\$1,000**
- Annual support after first-year, for a cost of: **\$1,000**
- Custom 2-hour web-based training, for a cost of: **\$500**

This proposal is valid for 60 days.

Authorization to Proceed

The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the City of Goshen and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Tree Canopy Assessment Update

Project Option 1

| | |
|---|-----------------|
| Urban Tree Canopy Assessment and Planning | \$14,750 |
| Reporting | \$2,630 |
| Project Option 1 Total | \$17,380 |

Project Option 2

| | |
|--|-----------------|
| Urban Tree Canopy Assessment and Planning | \$14,750 |
| TreeKeeper® Canopy Software (year 2020) with Recommendations | \$8,250 |
| Project Option 2 Total | \$23,000 |

By signing this form, I do hereby acknowledge acceptance of the terms described above and authorize work to be performed.

Client Name:

Project Option Section:

Authorizing Signature:

Title:

Date:

Davey Resource Group, Inc.

Name/Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for six months from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

The Davey Tree Expert Company, its divisions, agents, representatives, operations, and subsidiaries (collectively "Davey") provides this Limited Warranty as a condition of providing the services outlined in the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Services").

Davey provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. Davey cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis. Davey will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

Davey may have reviewed publicly available or other third-party records or conducted interviews and has assumed the genuineness of such documents and statements. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, Davey does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by Davey in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. Davey disclaims any warranty of fitness for any particular purpose. Davey's warranty is limited to one year from the date Services are performed. Davey's liability for any claim, damage, or loss, whether direct, indirect, special, consequential, or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by Davey.

ADDENDUM

THIS ADDENDUM is made and entered into the ____ day of December, 2020 by and between Davey Resource Group, Inc. (hereinafter referred to as "Contractor") and the City of Goshen, Indiana (hereinafter referred to as "City");

WITNESSETH:

WHEREAS Contractor and City are parties to a certain agreement for Tree Canopy Assessment Update dated on or about December 21, 2020 ("Agreement");

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

1. Term of Agreement

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin on or before March 1, 2021, and shall be completed by September 1, 2021.

2. State Law Provisions.

a. Non-Discrimination - Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

b. Anti-Nepotism - Contractor is aware of the provisions under Indiana Code 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and shall comply with such statute.

c. Investment Activity - Pursuant to Indiana Code 5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.

d. E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in I.C. § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the

E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

e. Telephone Solicitation Act Compliance. Contractor certifies that, except for *de minimis* and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for *de minimis* and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

f. General Requirements - Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

3. No Waiver of Governmental Immunity. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

DATED EFFECTIVE with the effective date of the Agreement.

CITY OF GOSHEN, INDIANA

CONTRACTOR

By: _____

By: _____

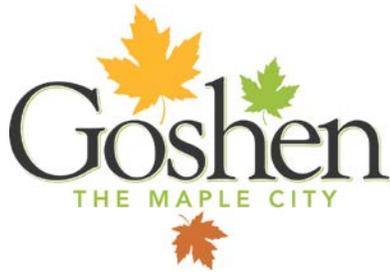
Jeremy P. Stutsman, Mayor

Name: _____

Title: _____

Date: _____

Date: _____



**Legal Department
CITY OF GOSHEN**

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

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

December 21, 2020

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement with OJS Building Services

The City seeks to install 6 iWave air purification ionizers in HVAC systems three (3) at the Airport and three (3) at the Rieth Interpretive Center. The City is in the middle of a COVID-19 epidemic emergency that poses a threat to public health. The iWave air purification ionizers sought to be purchased and installed assist the City's current HVAC systems filter the novel coronavirus from ambient air being circulated in City buildings.

Work on the project is expected to be completed within 30 business days from receipt of a notice to proceed and the total cost for all work is \$4,400.00

Suggested motion: Move to approve an agreement with OJS Building Services, Inc. to supply and install 6 iWave air purification ionizers in HVAC systems found in City buildings at a cost of \$4,400.00 with work expected to be completed within 30 business days from receipt of a notice to proceed.

AGREEMENT

Install Ionizers in HVAC Systems in City of Goshen Buildings to Inactivate Airborne Pollutants, Including Viruses

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between OJS Building Services, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, Elkhart County, Indiana is experiencing a dramatic increase in the number of new cases of the novel coronavirus commonly referred to as COVID-19, which has resulted in Governor Holcomb declaring Elkhart County in the “Red” category (most severe) under the Governor’s state-wide classification system as part of the declared COVID-19 health emergency.

WHEREAS, City staff have investigated technology for combating the spread of the COVID-19 virus, and have uncovered the use of ionizers in HVAC systems to inactivate airborne pollutants, including viruses.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to install ionizers in HVAC systems located in City buildings to inactivate airborne pollutants, including viruses.

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

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the installation of six (6) iWave air purification ionizers consistent with the quotes attached hereto.

Contractor’s scope of work shall include:

1. Supply and install six (6) iWave air purification ionizers.
2. Supply and install appropriate transformers, wiring, and cabling to make the iWave air purification ionizers fully functional.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor’s work on the project shall begin as soon as practical after receiving a notice to proceed from the City and Contractor’s receipt of the iWave air purification ionizers, and shall be completed within thirty (30) business days from receipt of a notice to proceed.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor’s quoted fee in an amount not to exceed Four Thousand Four Hundred Dollars (\$4,400.00).

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City’s receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

NON-DISCRIMINATION

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

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney’s fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

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

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

- Workers Compensation & Employer’s Liability Statutory Limits
- General Liability Combined Bodily Injury and Property Damage

\$1,000,000 Each Occurrence and \$2,000,000 Aggregate

Automobile Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

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

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

BREACH

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

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default. 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 Agreement.
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 Agreement.
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 under the Agreement.

7. The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
2. The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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 secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

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

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

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

Address for notices to Contractor:

OJS Building Services, Inc.
Attention: Brian Sears
1008 Lincoln Way East
South Bend, Indiana 46601

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

1. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
2. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
3. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who 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.

The 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 the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

OJS Building Services, Inc.

Jeremy P. Stutsman, Mayor

Brian Sears, General Manager

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



OJS Building Services
100S Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Airport FOR: iWave Purification QUOTE: PP75490
DATE: 12/15/2020
PAGE: 1 of 2
ATTN: Jeff H. FAX: _____ EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (3) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- 3-year warranty on iWave
- 1-year labor warranty

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Lift rental
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$2,200.00 (Two Thousand Two-Hundred-Dollars 00/100)



OJS Building Services
1008 Lincoln Way East
South Bend, IN. 46601
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Rieth Interpretive
Center

FOR: iWave Purification

QUOTE: PP75491

DATE: 12/15/2020

PAGE: 1 of 2

ATTN: Jeff H.

FAX: _____

EMAIL: _____

OJS Building Services is please to provide you a quote for installing iWave Purification. This quote includes but not limited to the following:

Inclusions:

Air Handler Unit (AHU)

- Provide (3) iWave -R for AHU
- Provide Proper size transformer
- Provide wire/cabling materials
- Provide Labor

Other Inclusions:

- **3-year warranty on iWave**
- **1-year labor warranty**

Exclusion:

- Over time costs (shift work)
- Patching/painting
- Lift rental
- Any other part failure
- Duct modification
- Access panels
- BMS Control/alarm notification

Quote for \$2,200.00 *(Two Thousand Two-Hundred-Dollars 00/100)*