



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_10_26_2022

Wednesday, October 26, 2022 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, October 26, 2022 at 01:00 PM

MEETING PLACE: Westfield City Services Center- Main Level Conference

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes – September 28, 2022

Documents: [Minutes - September 28, 2022](#)

Contracts/Agreements

Action Item #2:

Weintraut & Associates – SR 32 Reconstruction Mitigation Proposal

Documents: [Weintraut Proposal](#)

Action Item #3:

City of Westfield & MKSK SR 32 Streetscape Professional Services Proposal

Documents: [MKSK Proposal](#)

Action Item #4:

City of Westfield & Lennar Homes of Indiana - Road Impact Fee Credit Agreement for 171st & Eagletown Rd. RAB

Documents: [Road Impact Fee Credit Agreement](#)

Action Item #5:

Cripe & City of Westfield – Schematic Design Contract – Westfield Police Headquarters

Documents: [WPD Design Contract](#)

Action Item #6:

MacQueen Emergency & City of Westfield – Purchase Agreement – Engine #84

Documents: [Engine #84 Purchase Agreement](#)

Consent Agenda

October Bond Information

Documents: [October Bond List](#)

Department Reports

Fire

Documents: [WFD September Report](#)

Police

Documents: [WPD September Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY September 28, 2022

The Westfield Board of Public Works and Safety met on September 28, 2022, at Westfield City Hall Assembly Rm. Present were, Jim Ake, Larry Clarino, Mayor Cook, and Kim Strang. Manny Herceg was virtual.

Jim Ake called the meeting to order at 1:03 PM

CHANGES IN AGENDA

Agenda item #5 was pulled from agenda /Weintraut & Assoc. -SR 32 Reconstruction Mitigation

AGENDA ITEMS:

Action Item #1: Approval of Minutes from August 24, 2022

Larry Clarino made the motion to approve the BPW minutes as presented. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

CHANGE ORDERS

Action Item #2: DC Construction-2021 Resurfacing Program-Change Order #3

Johnathon Nail stated this change order was due to more patching needed as the pavement condition was worse than anticipated after milling was completed. The final total of the change orders is \$100,680.71.

Larry Clarino made the motion to approve the change order. Jim Ake seconded. Vote: Yes-3; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #3: City of Westfield & American Structure Point, Inc.-161st & Oak RAB Construction Inspection Services Contract

Johnathon Nail presented stating this contract allows a study inspection of the 161st St. & Oak RAB project. There were 10 responsive bids, and it was determined to award the contract to American Structure Point, with a not to exceed amount of \$215,082.56.

Larry Clarino made the motion to approve the contract. Jim Ake seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #4: CC &T Construction-2022 ADA Curb Ramp Construction/Replacement Contract Award Letter

Johnathon Nail presented stating that last month, signing authority was given to him with a not to exceed amount of \$62,000. When the bids came in, CC&T was the lowest bidder with a proposed amount of \$67,443.00. This is for approval of the new contracted amount.

Larry Clarino made the motion to approve the contract. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #5: Weintraut & Associates-SR 32 Reconstruction Mitigation Proposal

Item pulled from agenda

Action Item #6: Ray's Trash Contract Assignment to Waste Management

Jeremy Lollar presented stating, this was acknowledging that the city's trash provider, Ray's was bought by Waste Management, and the current contract and terms would remain the same.

Jim Ake made the motion to approve the contract assignment. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #7: Roudebush Grading-Illicit Discharge Violation:

Johnathon Nail presented stating that Roudebush Grading had been given notice of violating Ordinance 05-30, and had dumped sediment into the storm structures while doing work in the Chatham Hills Development. Roudebush has appealed the violation (fine of \$11,000) and stated they had resolved the issue within a 24 -hour time period. No representative from Roudebush was present at the meeting.

Mayor Cook made the motion to deny the appeal. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

CONSENT AGENDA:

Gristmill Crossing-Motor District-Road Impact Fee Installment Agreement

Guidepost Montessori-Road Impact Fee Installment Agreement

WPD-Disposal of Vehicles

September Bond Information

Larry Clarino made the motion to approve the consent agenda. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Russ Shoaf

Police- Chief Rush

Public Works- Johnathon Nail

Larry Clarino made the motion to adjourn. Mayor Cook seconded.
The meeting was adjourned at 1:46 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

August 19, 2022

MKSK

Mr. Johnathon Nail
Director of Public Works
City of Westfield
2728 East 171st Street
Westfield, IN 46074
317-804-3150
jnail@westfield.in.gov

**RE: Professional Landscape Architectural Services Scope and Fee Proposal
The City of Westfield SR 32 Main St Streetscape Improvements**

Dear Johnathon:

We are excited to submit our fee proposal for the streetscape improvements for SR 32 in the City of Westfield. We have recent and highly relevant experience in creating the type of live/work/play environments in urban districts like this across the Midwest. We have worked with you, the advisory plan commission, Structure Point, and the City to establish an initial vision for the streetscape and public spaces and are eager to move forward with documenting this project for construction.

To assist in these efforts, we will continue our collaboration with you, the historical commission, fellow consultants, city staff, and neighborhood leaders. We will further the initial vision into a Coordinated Site Review submittal, Final Development Plan submittal, and Bid Documents submittal. Additionally, we will support you during the bidding and construction phase as requested to ensure the quality of public spaces is realized. In detail, we propose the following steps for this scope of services:

1. Project Information

This scope of services and fee proposal refers to the City of Westfield, IN ("Client") and MKSK ("Landscape Architect") and is based on the initial project information set forth below. The Client and Landscape Architect agree as follows.

- 1.1. Project responsibility: direct consultant to Client, refer to Exhibit B.
- 1.2. Project location and boundaries: The project site includes streetscape and ground-level spaces along SR 32 (Main Street) within the Right of Way only as described below. Construction is anticipated to occur in one Phase, as depicted on Exhibit C.
 - SR 32 Main Street between Westfield Blvd and East St. within the Right of Way as described in the proposed boundaries established by Structure Point in the SR 32 (Main St) Improvements.

- 1.3. Project Description: streetscape and plazas generally including sidewalks, street trees, planters, tree grates, benches, trash receptacles, lighting, and bicycle racks, and planters.
- 1.4. Project Program: based upon the Pricing Package, prepared by MKSK, and upon comments and direction received during meeting with staff on August 15, 2022, the public improvements shall include the following components. Refer to Exhibit G for additional detail.
 - Streetscape Hardscapes: sidewalk, specialty pavements and pavers, seatwalls, decorative walls and built-in benches, paver grates
 - Streetscape Plantings: sidewalk planting beds, decorative pots/ planters, street trees, median plantings, and understory plantings
 - Streetscape Soils: specialty soils, standard planting soils, soils amendments
 - Streetscape Irrigation: irrigation of all planting areas including pots and planters
 - Streetscape Lighting: pedestrian streetlights, double lamp decorative streetlights, street lights at intersections, RRFD locations, and decorative lighting at streetscape amenities
 - Streetscape Signage: layout historical signage (design by others) and Design and documentation of decorative street signs in medians. Coordination with Historic Landmarks
 - Streetscape Pocket Park at Union/Main: layout and design of pocket park amenities which may include custom seating, custom planters, specialty lighting, and location of artwork (artwork by others)
 - Right-of-way adjacent: For spaces between the right of way and building face, the Landscape Architect shall provide recommendations for improvements in a design development level of drawings. The final design and configuration of this space is heavily dependent on future outdoor space use and function per the building owner and other agreements made between the Client and building Owner. Implementation of these recommendations is not anticipated in this phase of work. Refer to Exhibit A for fees related to additional Construction Documents Phase services available upon request by the City of Westfield.
- 1.5. Project budget: Client estimated budget is up to \$X for construction. Refer to Exhibit F for additional detail.
- 1.6. Project schedule: based upon discussions, following are key project milestones.

▪ Project Start/ Coordinated Site Review	August 15, 2022
▪ Bi-weekly Design Meetings	August 15- November 11, 2022
▪ Streetscape Task Force Meeting Site Review	August 23, 2022
▪ 75% Design Development/ INDOT Submittal	September 30, 2022
▪ Order of Magnitude for Council Meeting (Council Meeting Oct 24, 2022)	October 10, 2022
▪ 100% Design Development	Oct 14, 2022
▪ City Council/APC Workshop	Oct 21, 2022
▪ 90% Construction Documents	Dec 7, 2022
▪ 100% Construction/ Bid Documents	Dec 21, 2022
▪ Contract Letting	March 2023

- 1.7. Project team: The Landscape Architect shall include an irrigation designer as a subconsultant. Other known professional services consultants retained by others include: American Structurepoint. The Landscape Architect will collaborate with associated project consultants to coordinate work and jointly develop solutions. MKSK will provide irrigation design services through Landtech Design. Landtech will be contracted with MKSK as a subconsultant. The Landscape Architect shall utilize the services of the project civil, electrical, and structural engineers, retained by the Client, for site lighting and site walls, steps, etc. These services are not included within this scope and fee proposal.
- 1.8. The Landscape Architect will complete the work from our Indianapolis and Columbus offices. The project team will include Eric Lucas as Principal-in-Charge. Rachael Harkleroad as the day-to-day contact and project manager, and others from the MKSK team as necessary.
- 1.9. Professional Fees and Expenses: See Exhibit A.

2. Scope of Services

2.1. General

- 2.1.1. The Landscape Architect's Project Scope of Work shall include design and documentation for all back of curb landscape, hardscape, site walls, steps, railings, and site furnishings. We shall include corresponding layout, materials, finish grading, planting soils, site furnishings, and planting plans; construction details; and technical specifications.
- 2.1.2. Automatic irrigation systems shall maximize water saving features and equipment. The design and documentation of automatic irrigation systems shall be provided by a subconsultant to the Landscape Architect.
- 2.1.3. The Landscape Architect shall coordinate with the project Civil Engineer, retained by others, who shall design, specify, locate, and document regulatory signage, utilities (subsurface and above grade), curbing, roadway, crosswalks, traffic control devices, curb ramps, surface drainage, stormwater management solutions, and surface and subsurface demolition. The Landscape Architect shall assist in developing preliminary stormwater management strategies, roadway layout, and crosswalk locations.
- 2.1.4. Site lighting and corresponding electrical drawings shall be provided by the Project Electrical Engineer, retained by others, with the Landscape Architect assisting in preliminary lighting layout and fixture selection.
- 2.1.5. Structural design for site elements, footings, and walls shall be provided by the Project Structural Engineer, retained by others.
- 2.1.6. The Landscape Architect shall participate in value engineering/cost reduction work sessions or budget meetings. In preparation for these sessions/meetings, the Landscape Architect shall develop a cost-savings items list. MKSK shall summarize the results of Owner-approved cost savings efforts for further design and documentation during the next project milestone.

- 2.1.7. The Landscape Architect shall coordinate Services with the Client and other consultants, and the general contractor/construction manager during each phase of the Project. During the design phases of the project, bi-weekly coordination meetings and/or review sessions via conference call, are assumed.
- 2.1.8. MKSK shall follow sustainable design principles to the maximum extent allowed by the budget.
- 2.1.9. The Landscape Architect shall assist in securing the necessary municipal and regulatory agency approvals and permits required, submittals required, submittal dates, approval periods and process involved. For the improvements within the Landscape Architect's Scope of Work, the Landscape Architect shall provide all necessary drawings to the Client for filing with municipal and regulatory agencies to gain approval for construction.
- 2.1.10. During the Final Development Plan and Construction Document phases of the project, the Landscape Architect shall host design/coordination meetings with the Client and select team members on a weekly basis.

2.2. Project Basic Services

- 2.2.1. **Design Development** – Based on comments received at the Coordinated Site Review submittal, the Landscape Architect shall prepare 75% Design Development documents that expand and detail the design. Design Development documents shall include plans, preliminary details, and applicable Division 02-32 technical specifications. Design Development Phase documents shall be submitted at an interim stage for Client review.

Based upon Client comment, the Landscape Architect shall refine documents into an 100% Design Development documents. These documents may be used for scope pricing or establishing a Guaranteed Maximum Price.

The Landscape Architect shall provide order of magnitude opinions of construction cost based on the 100% Design Development Document.

The Landscape Architect shall participate in up to one (1) value engineering/cost reduction work session or budget meeting.

- 2.2.2 **Construction Documents** Based on comments received at Final Development Plan submittal, the Landscape Architect shall prepare 100% Construction Documents as a single bid package for the procurement and construction of the Work. Multiple or fast-tracked bid packages are not included within this Proposal. Construction Documents shall include plans, details, applicable Division 02-32 technical specifications. Construction Documents shall be submitted at an interim stage for Client review. Based upon Client comment, the Landscape Architect shall refine documents into an 100% Construction Documents. The Landscape Architect shall participate in up to one (1) value engineering/cost reduction work session or budget meeting.

- 2.2.3 **Bidding and Negotiation** – The Landscape Architect shall assist in establishing a list of

prospective contractors who can perform the construction associated with the Landscape Architect's scope of work. The Landscape Architect shall assist in the pre-bid meeting.

2.2.4 Construction Phase Services – The Landscape Architect shall provide Construction Phase

Services for the duration of the Project construction period. The Landscape Architect shall attend site visits to observe Work and review submittals as authorized by the Client during construction. "Work" as used herein shall mean those elements and systems of the Project within the Landscape Architect's scope of service. For each visit the Landscape Architect shall provide a field report to the Client noting construction progress and general conformance with the contract documents. Work that does not conform to the Contract Documents, known deviations from the Contract Documents, and defects and deficiencies shall be noted in field reports for each site visit. The Landscape Architect shall assist the Client in determining whether the Client shall reject Work for this Portion of the Project which does not conform to the Contract Documents or whether additional inspection or testing is required.

- The Landscape Architect shall attend one (1) punch list meeting following completion of the construction associated with the Landscape Architect's scope of work. This work will be performed upon authorization by Client.
- Throughout the construction period the Landscape Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. This work will be performed upon authorization by Client.
- The Landscape Architect shall review and respond to requests for information about the Contract Documents related to Landscape Architect's scope of work. The Landscape Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to requests for information. This work will be performed upon authorization by Client.
- The Landscape Architect shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents. This work will be performed upon authorization by Client.
- In connection with Substantial Completion and final payment, the Landscape Architect shall conduct inspections to check conformance of the completed Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected related to the establishment of Substantial Completion and final payment. This work will be performed upon authorization by Client.

3. Fee

See attached Services Summary & Fee Proposal Exhibit A. Reimbursable expenses may include lodging, meals, mileage, and printing. Fees and reimbursable expenses shall be billed in accordance with the Terms & Conditions.

4. Terms & Conditions

Refer to the attached Terms & Conditions of this agreement.

5. If-Authorized Services

Services that may be required for the Project but not included in the Scope of Basic Services are listed in the attached Services Summary Exhibit A. The Landscape Architect shall not provide these services without written authorization from the Client. Standard hourly rates for the Landscape Architect are included Exhibit B.

Again, we thank you for this opportunity and hope that this proposal meets your expectations. We value this project and relationship with the City of Westfield. We are confident that we can create a truly special place that builds upon the strong sense of place in Westfield. Our team is ready to begin work immediately upon your signed authorization. We are excited and hope to hear back from you soon.

Respectfully Submitted,
MKSK, Inc.



Eric Lucas, Principal, RLA
elucas@mkskstudios.com

Authorization

Client (Signature)

Date

Client (Name and Title)

Exhibit A: Services Summary & Fee Proposal

Basic Services (Lump Sum)	Fee	If authorized, estimated amounts
Design Development Phase	\$81,760	
Construction Documents Phase	\$182,600	
Construction Services, as authorized – hourly at a rate of \$165/ hour		+\$51,480
Bidding: Addenda, Change Orders and Bulletins	\$10,125	
(7)Total meetings DD process	\$18,500	
(7) Total meetings CD process & Bidding	\$18,500	
Total	\$311,485	\$51,480

Estimated Reimbursable Expenses: \$3,200

Non-Basic Services (Estimated, to be billed hourly based upon written authorization)	Fee
Additional Design & Documentation of specialty Signage	\$13,200
Additional Design & Documentation of gateways elements	\$26,400
Additional Design and Documentation of Roundabouts	\$15,900
Total	TBD

Exhibit B: Project Responsibility Chart

Task	Client	Landscape Architect
Project Program, Scope & Budget	Lead	
Survey & Base Information	Lead	
Subsurface Investigation & Report	Lead	
Design & Construction Documents		Lead
Project Meetings – Design	Assist	Lead
Division 0-1 Specifications	Lead	
Division 2-32 Specifications		Lead
Master Project Schedule	Lead	
Detailed Cost Estimating	Lead	Assist
Constructability Analysis	Lead	Assist
Value Analysis/Value Engineering	Lead	Assist
Permitting & Approvals	Lead	Assist
Assemble Bidding Documents	Lead	Assist
Bidding	Lead	Assist

Exhibit C: If Authorized Service Descriptions

Programming & Project Scoping – The Landscape Architect shall assist the Client/Owner in developing a program and scope of work for the project.

Soil Testing & Analysis – The Landscape Architect shall contract with a soil testing laboratory to measure soil characteristics relative to contamination, stormwater management, and plant health.

Conformed Construction Drawings – Following the Bidding & Negotiation Phase, the Landscape Architect shall incorporate all addenda and clarifications into a conformed set of construction drawings.

Coordination of Client's Consultants – The Landscape Architect shall coordinate the design schedule, lead meetings, and review submittals of design and engineering consultants contracted directly with the Client.

On-Site Project Representation – The Landscape Architect shall provide construction phase services on-site at the project location throughout the duration of the construction.

LEED Certification – The Landscape Architect shall research, design, specify, and provide required background documentation to satisfy the desired LEED site requirements.

Multiple/Fast Track Bid Packages – The Landscape Architect shall prepare additional bid packages to facilitate a fast track or phased construction process.

Contractor Scoping – If the procurement strategy for the project involves multiple prime contractors, the Landscape Architect shall contract with a Construction Manager to define the scopes of work for each trade.

Division 0 & 1 Specifications – The Landscape Architect, with assistance from the Client, shall prepare the specifications for Procurement & Contracting Requirements (Div 00) and General Requirements (Div 01).

Management & Operations Estimating – The Landscape Architect shall prepare an estimate of anticipated maintenance and operations cost for the facility.

Site & Landscape Maintenance Plan – The Landscape Architect shall prepare a seasonal maintenance plan for the site improvements and plantings.

Additional Presentations & Renderings – The Landscape Architect shall prepare presentations and renderings beyond those required to convey the design intent of the project to the Client.

Additional Meetings – The Landscape Architect shall attend additional meetings beyond those specified.

MKSK

MKSK

MKSK

Exhibit G: Project Program



**City of Westfield Fire Department
Board of Public Works & Safety Report
September 2022 Report**

Contact: Fire Chief

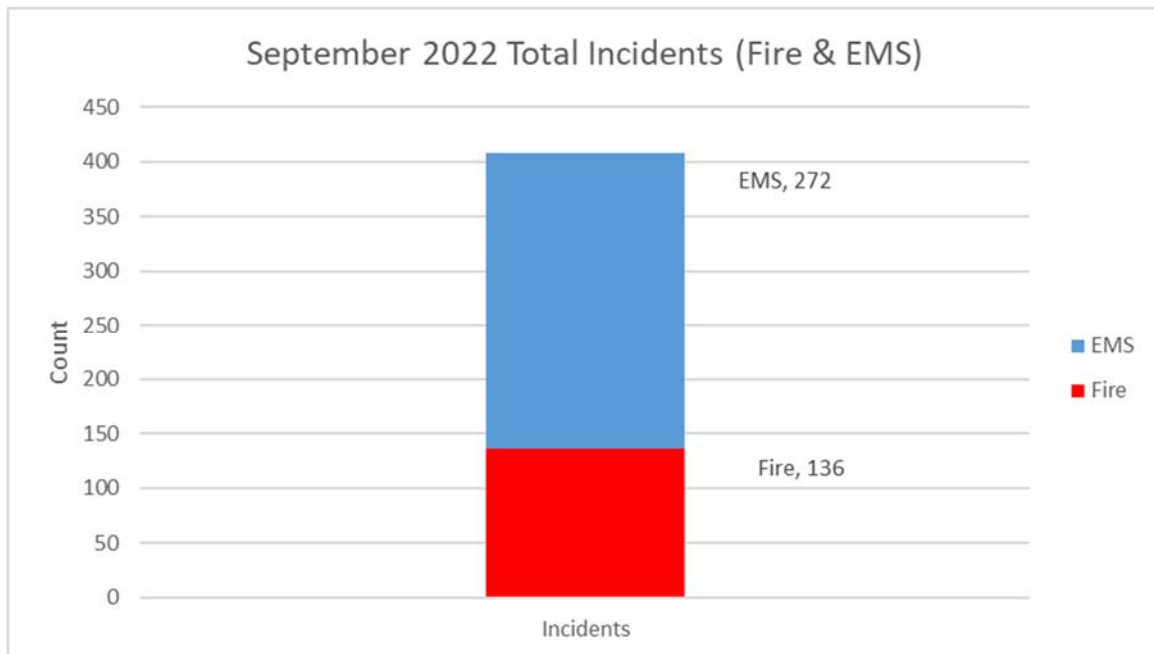
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire September 2022 Incident Statistics



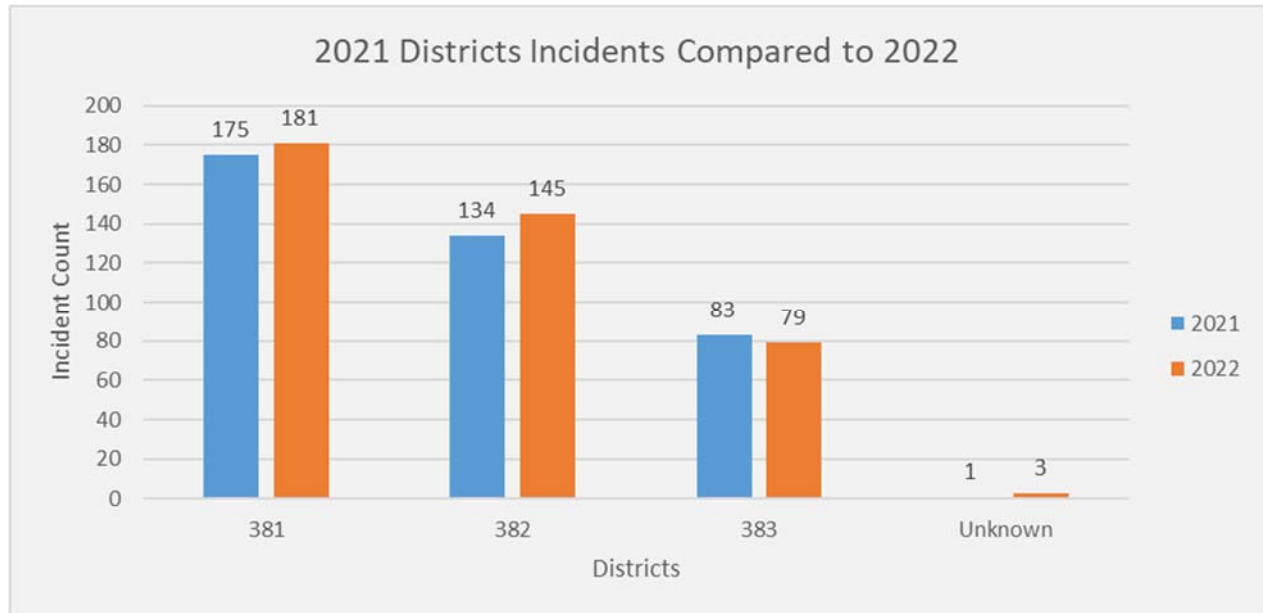
Incident Type	Incident Count	% of total Incident
Fire	136	33%
EMS	272	67%
Total	408	

For the year:

Incident Type	Incident Count	% of total Incident
Fire	1,187	31%
EMS	2623	69%
Total	3810	



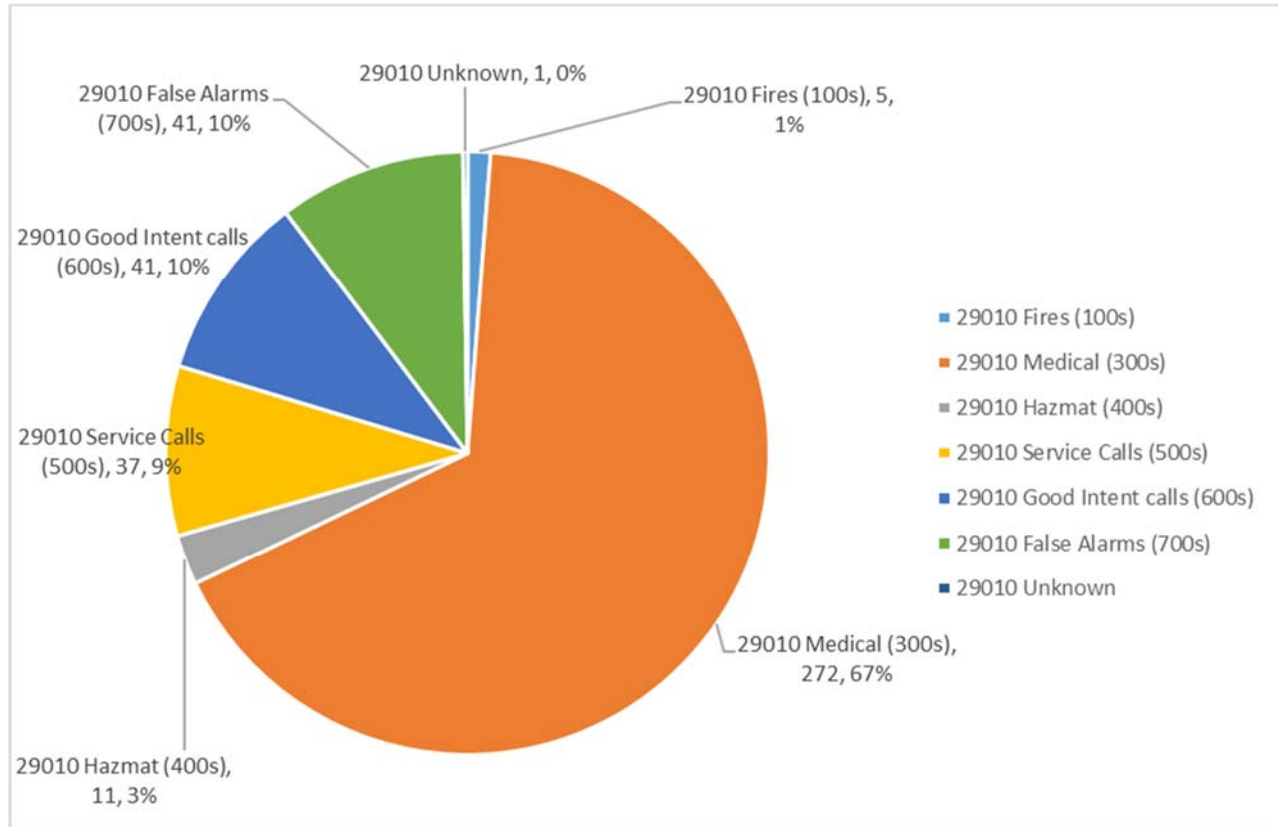
Westfield Fire September 2022 Incident Statistics



District	2021	2022	Increase/ decrease	% increase /%decrease
381	175	181	6	3%
382	134	145	11	8%
383	70	96	26	37%
Total	379	422	43	11.35%



Westfield Fire September 2022 Incident Statistics

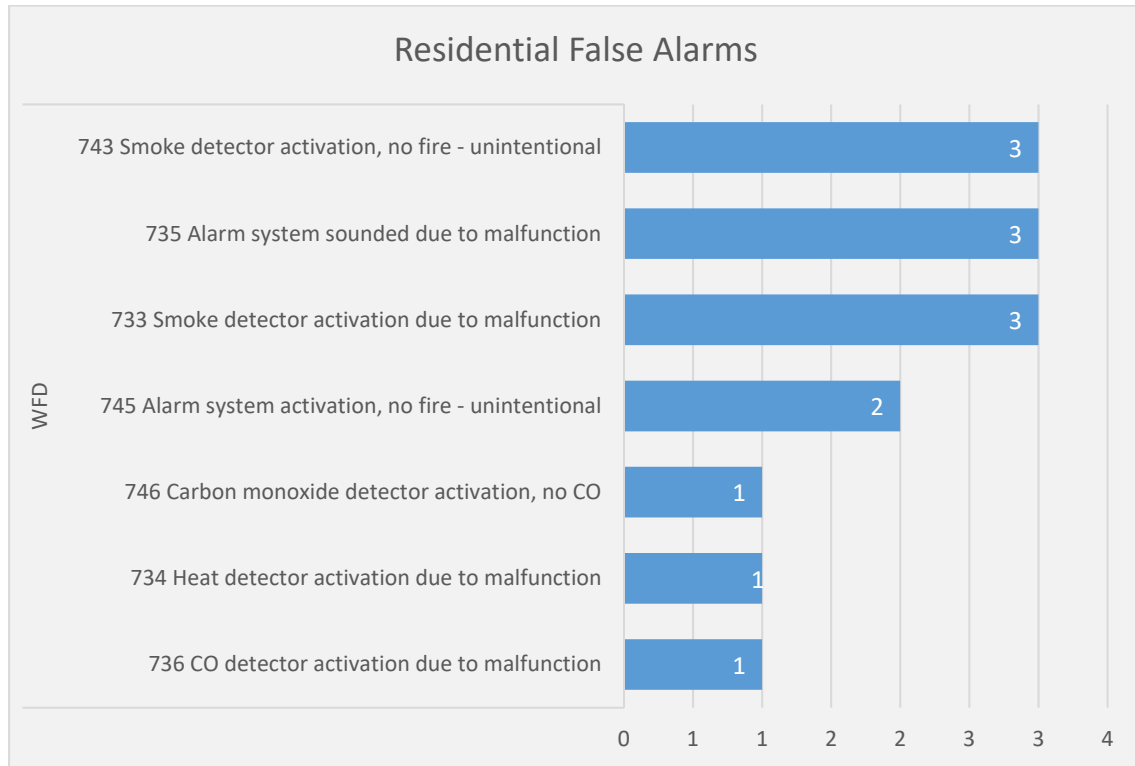


Call Type	Incident Count	% of total calls
Medical	272	66.67%
Good Intent	41	10.05%
Service Calls	37	9.07%
False Alarm	41	10.05%
Hazmat	11	2.70%
Fires	5	1.23%
Severe Weather	1	0.25%
Total	408	



Westfield Fire September 2022 Incident Statistics

False Alarm Calls

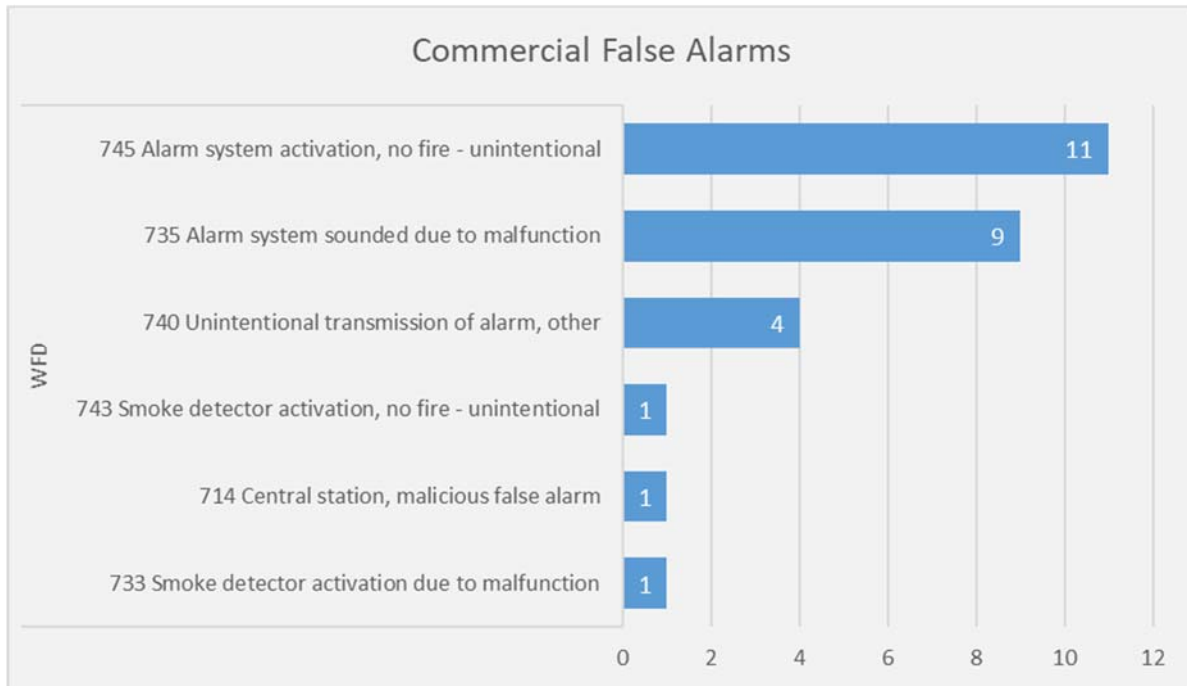


14 Residential Alarms



Westfield Fire September 2022 Incident Statistics

False Commercial Fire Alarm Calls

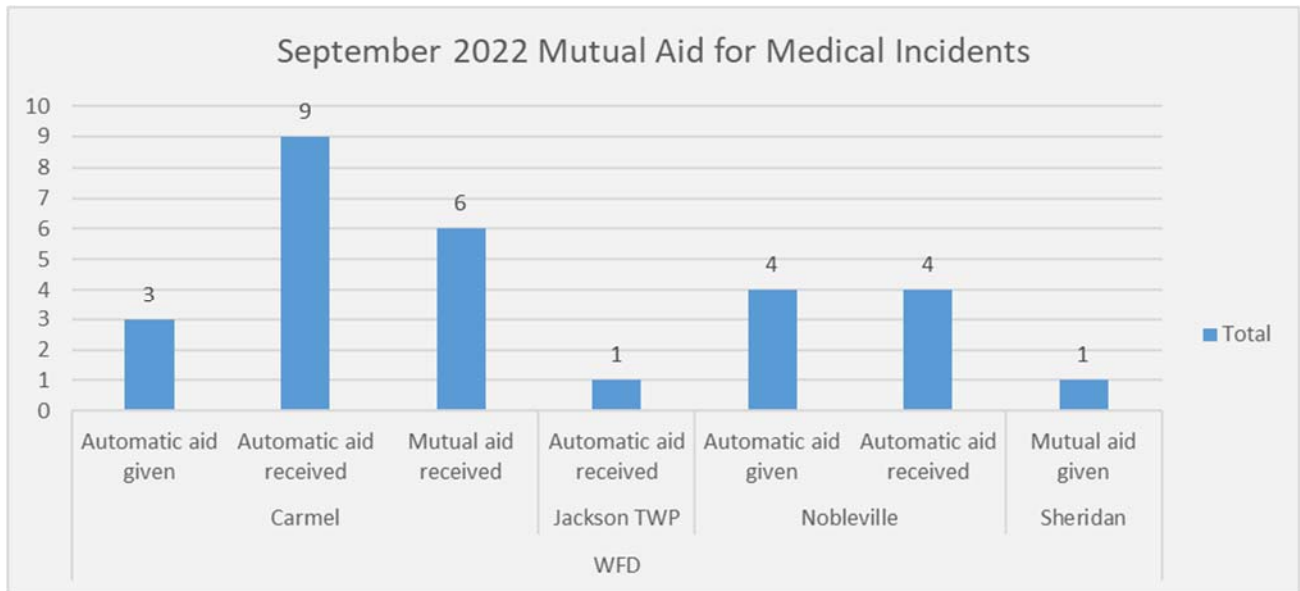


27 Commercial False Alarms



Westfield Fire September 2022 Incident Statistics

Mutual Aid data
EMS



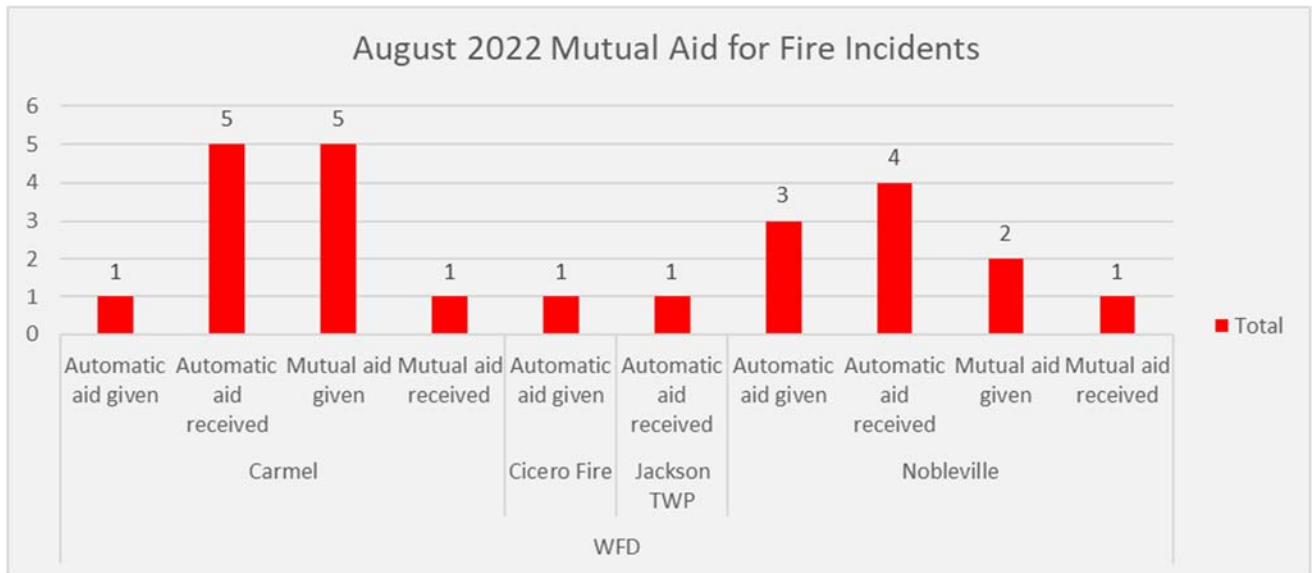
Total 27

	Given	Received
Carmel	3	15
Noblesville	4	4
Sheridan	1	0
Total	8	19



Westfield Fire September 2022 Incident Statistics

Mutual Aid Data Fire Incidents



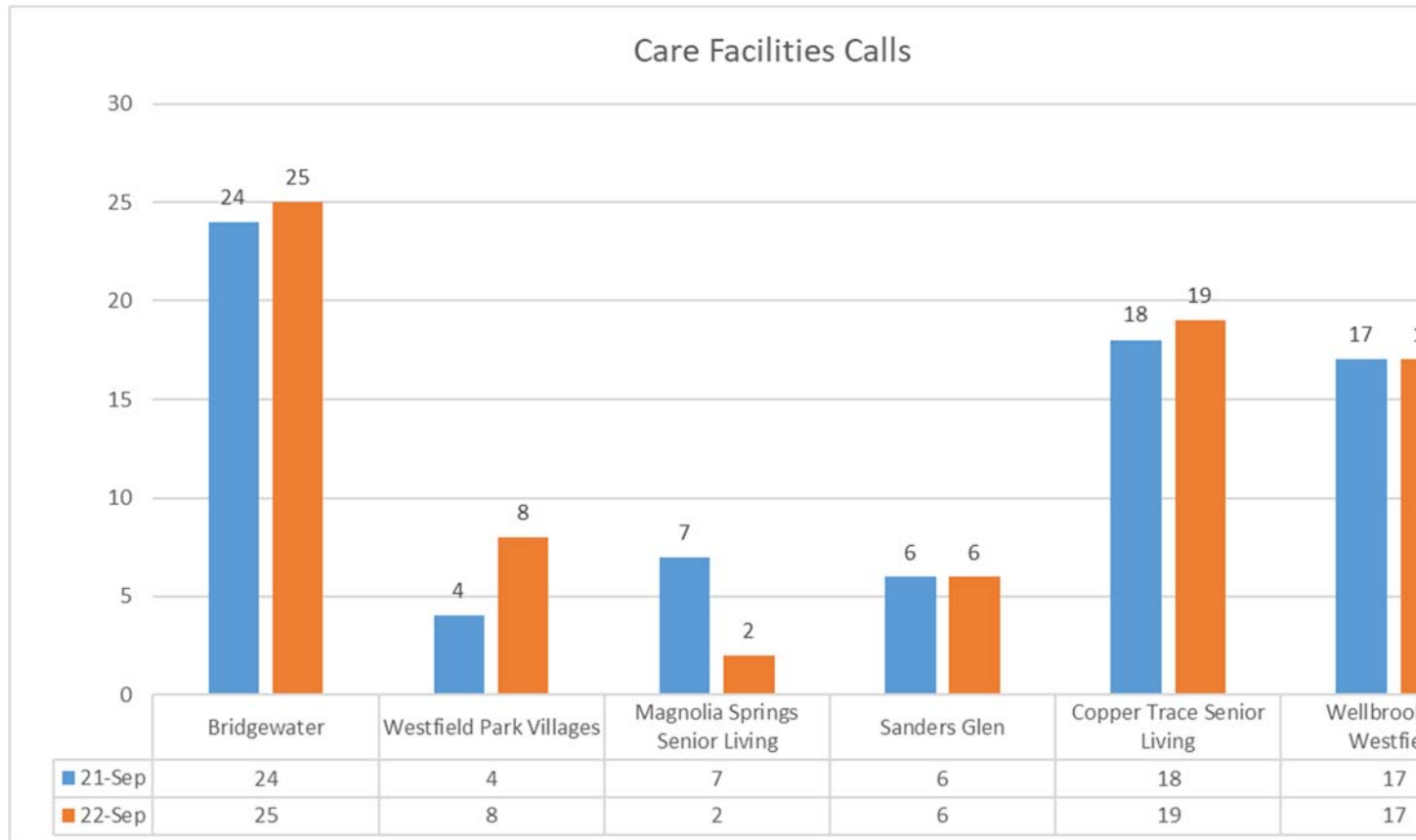
Total 23

	Given	Received
Carmel	3	5
Cicero	1	0
Noblesville	3	6
Sheridan	1	4
Total	8	15



Westfield Fire September 2022 Incident Statistics

Care Facility



		Month	Year To Date
14751 CAREY RD, Carmel	Bridgewater	25	188
776 N union	Westfield Park Villages	8	45
14901 Carey Rd	Magnolia Springs Senior Living	2	46
334 S Cherry	Sanders Glen	6	67
1250 W 146TH ST, Westfield	Copper Trace Senior Living	19	173
937 E 186	Wellbrooke of Westfield	17	97

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

September 2022

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Westfield Police Department

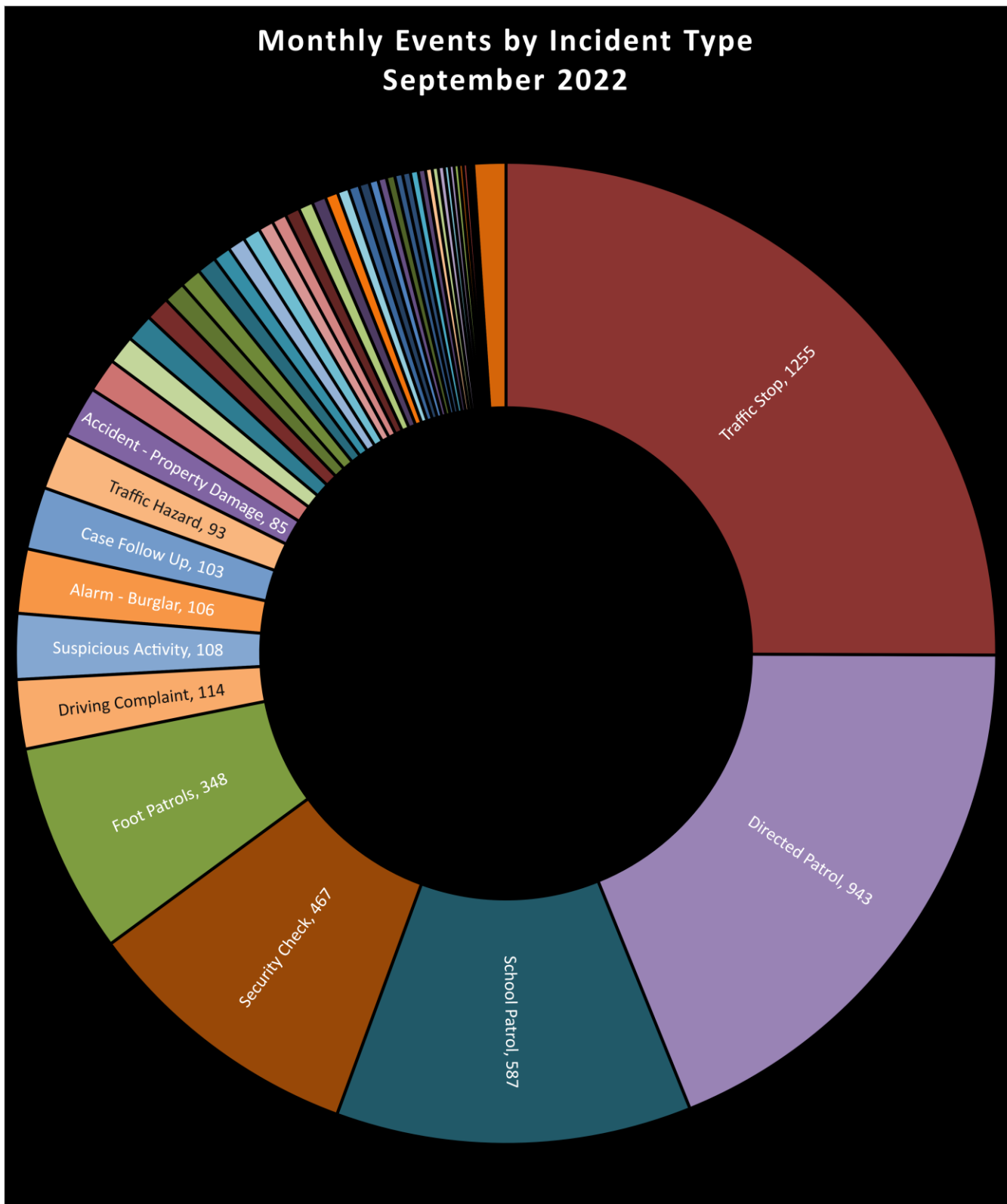
September 2022

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	15	Juvenile Complaint	25
Abandoned Vehicle	5	K9 Detail	0
Abandonment	0	Kidnapping	0
Abuse / Neglect	1	Lock Out	47
Accident - Hit & Run PD	8	Loud Party	0
Accident - Hit & Run PI	1	Mental Emotional - Violent	3
Accident - Other	0	Mental Emotial/Suicide Attempt	0
Accident - Property Damage	85	Mental Person	10
Accident - Personal Injury	13	Miscellaneous	19
Accident - Sinking Vehicle	0	Missing Person	4
Accident - Unknown	4	Missing Person - PLS	0
Accelerator Stuck	0	New Call	0
Active Assailant	0	Nuisance	11
Alarm - Other	0	Ordinance Misc.	17
Alarm - Vehicle	1	Parking Complaint	24
Alarm - Burglar	106	Physical Disturbance	14
Alarm - Hold Up	13	Product Contamination	0
Animal Bite / Attack	1	Reckless Activity	2
Animal Complaint	40	Road Rage	5
Assist Fire	36	Robbery	0
Assist Other Department	23	Runaway	3
Assist Public	32	School Patrol	587
Battery	7	Security Check	467
Bike Patrol	0	Sex Offense	4
Bomb Device Found	0	Shooting	0
Bomb Threat	0	Solicitor	3
Burglary	4	Special Detail	3
Carjacking	0	Stabbing	0
Case Follow Up	103	Suicide	0
Civil Dispute	56	Suspicious Activity	108
Criminal Mischief	24	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	2	Test	0
Directed Patrol	943	Theft	24
Disturbance	29	Theft - From a Vehicle	10
Domestic	0	Theft - of a Vehicle	4
Driving Complaint	114	Theft Shoplifter	0
Drug Complaint	18	Threat to Life	8
Drug Lab	0	Threatening Suicide	8
Escort	0	Tow Release	1
Fight	0	Traffic Hazard	93
Firearms Shots Fired	7	Transport	0
Foot Patrols	348	Trespassing	13
Found / Lost Property	14	Traffic Stop	1255
Found Person	1	Unknown Call for Police	0
Fraud Prescription	0	VIN Check	35
Fraud / Deception	29	Wanted	4
Harassment	21	Warrant Service	12
Intoxicated Person	4	Weapons Complaint	3
Investigation	29	Welfare Check	46
Investigative Stop	0	Total	5009

Westfield Police Department
September 2022

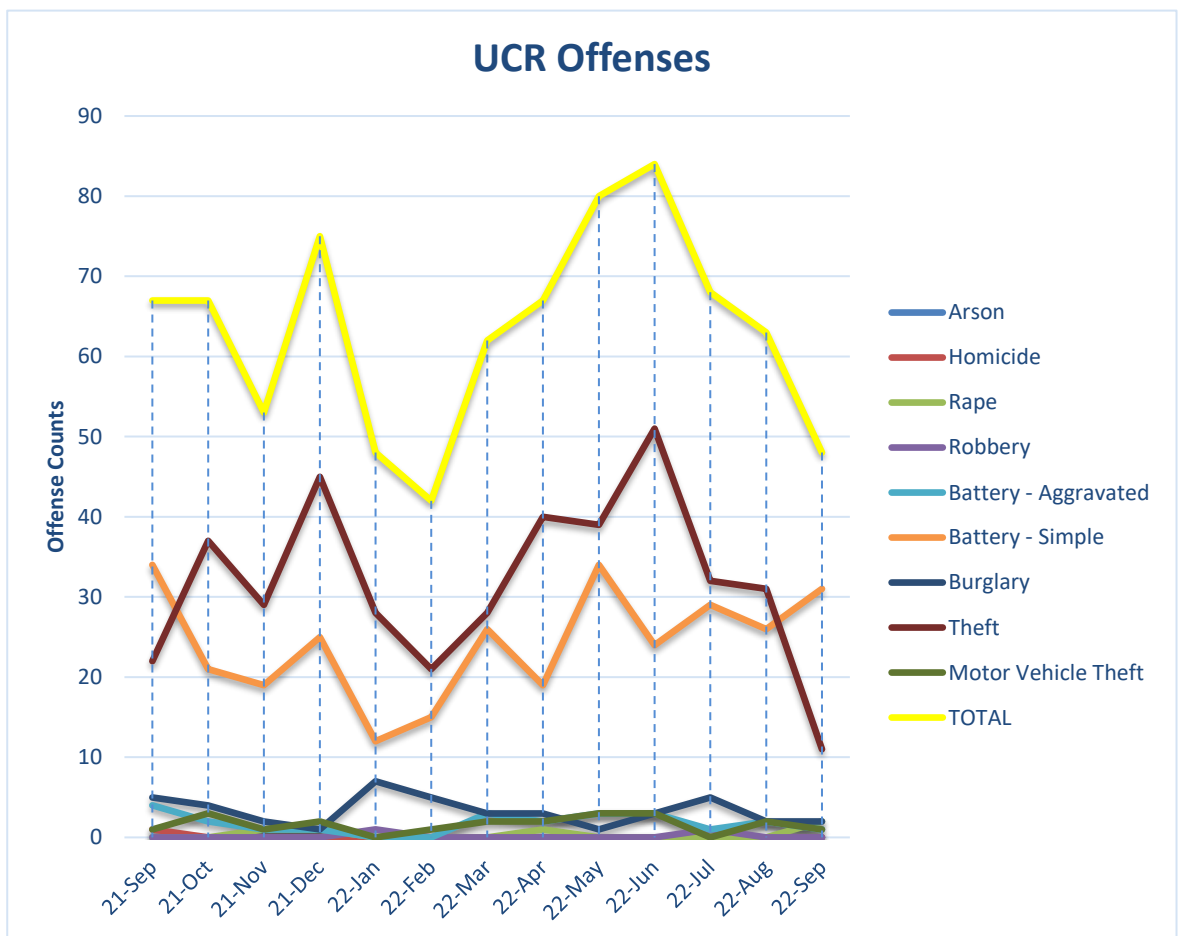
Monthly Events by Incident Type
September 2022



Westfield Police Department September 2022

UCR OFFENSES

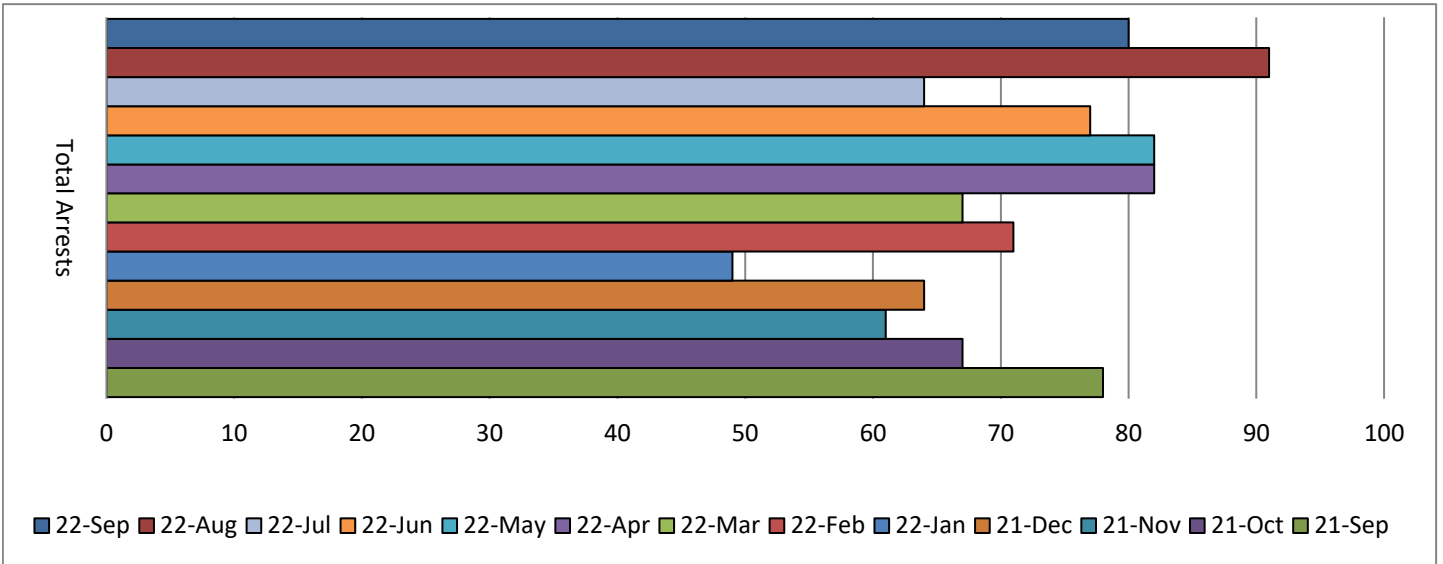
OFFENSE	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	1	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	1	1	0	0	0	1	0	0	0	0	2
Robbery	0	0	0	0	1	0	0	0	0	0	1	0	0
Battery - Aggravated	4	2	1	1	0	0	3	2	3	3	1	2	1
Battery - Simple	34	21	19	25	12	15	26	19	34	24	29	26	31
Burglary	5	4	2	1	7	5	3	3	1	3	5	2	2
Theft	22	37	29	45	28	21	28	40	39	51	32	31	11
Motor Vehicle Theft	1	3	1	2	0	1	2	2	3	3	0	2	1
TOTAL	67	67	53	75	48	42	62	67	80	84	68	63	48



Westfield Police Department

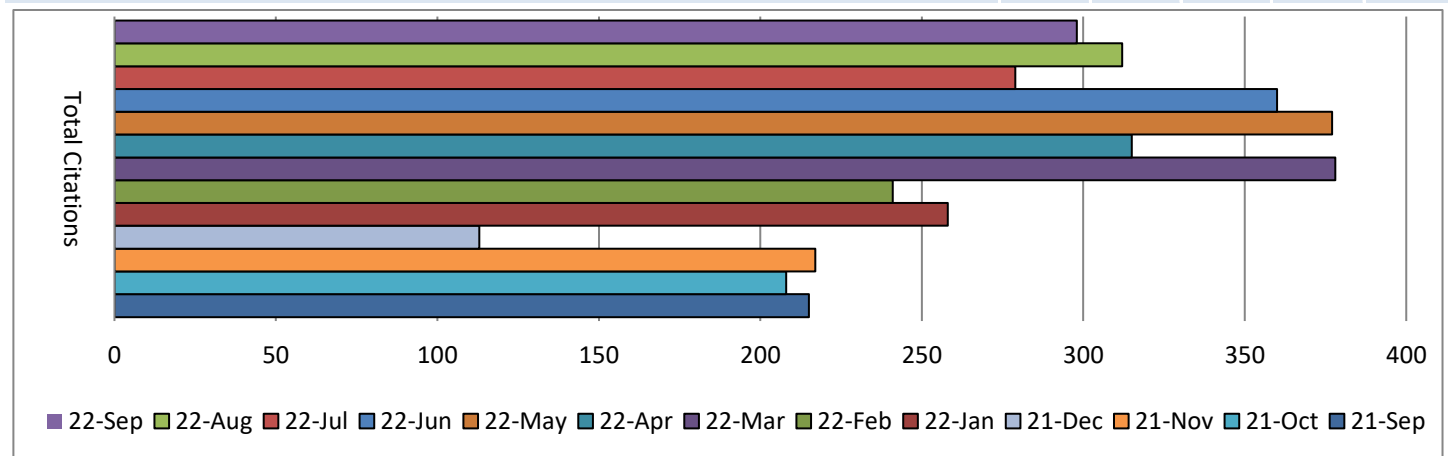
September 2022

Arrest Reports Taken	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep
Alcohol/ Drug Related	28	19	22	28	25	33	26	28	36	39	22	35	28
Felony Charges	32	26	34	26	15	25	24	31	46	41	37	60	37
Misdemeanor Charges	78	83	74	75	67	92	80	95	99	100	68	114	101
Total Arrests	78	67	61	64	49	71	67	82	82	77	64	91	80



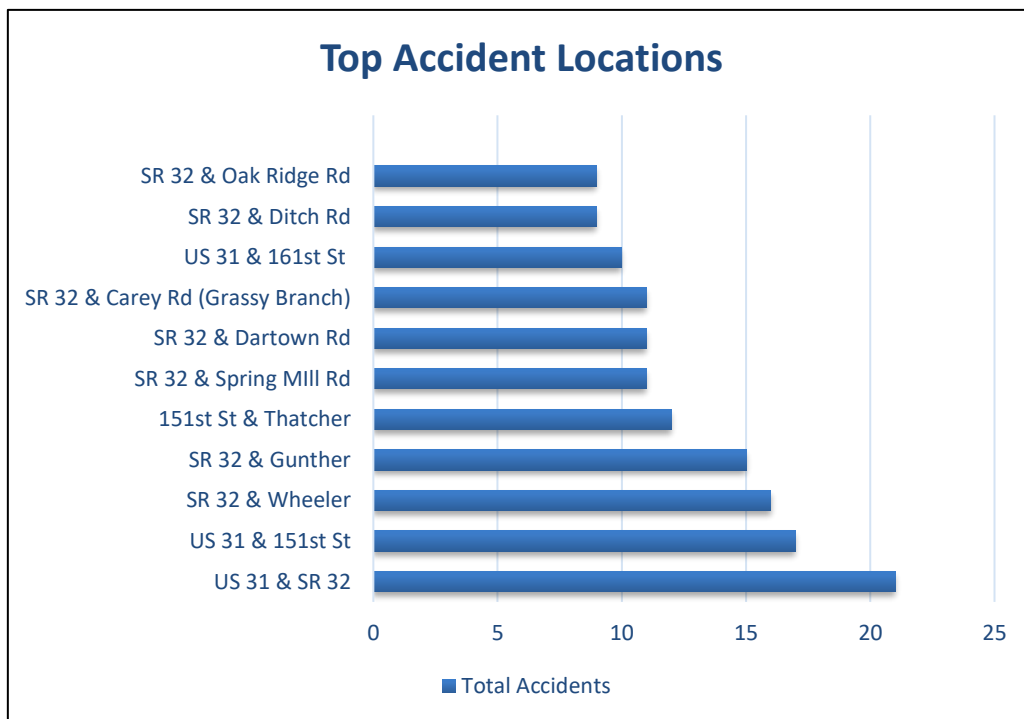
Traffic	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep
Total Citations	215	208	217	113	258	241	378	315	377	360	279	312	298
Total Written Warning	956	971	1161	788	1225	1225	1476	1178	1309	1218	1090	1442	1264
Total Traffic Accidents	69	78	81	84	75	81	62	61	63	96	76	84	68
Property Damage	59	69	76	77	75	68	55	53	55	88	70	69	59
Personal Injury	10	9	5	7	0	13	7	8	8	8	6	15	9
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	6	15	6	8	10	10	7	6	4	14	9	5	6

*numbers included in property damage, personal injury, and fatality accidents



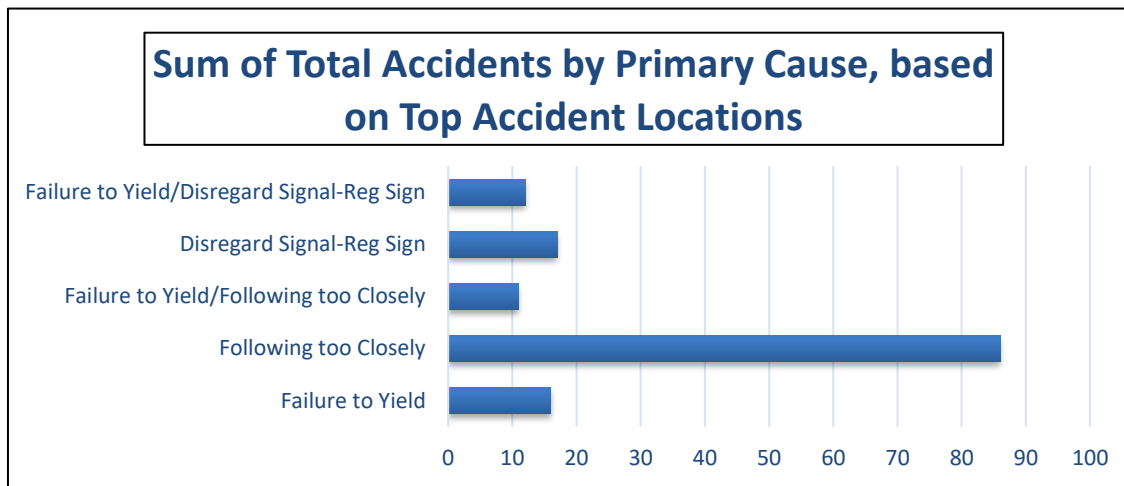
Westfield Police Department
September 2022

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	21	Following too Closely
US 31 & 151st St	17	Disregard Signal-Reg Sign
SR 32 & Wheeler	16	Failure to Yield
SR 32 & Gunther	15	Following too Closely
151st St & Thatcher	12	Failure to Yield/Disregard Signal-Reg Sign
SR 32 & Spring Mill Rd	11	Following too Closely
SR 32 & Dartown Rd	11	Following too Closely
SR 32 & Carey Rd (Grassy Branch)	11	Failure to Yield/Following too Closely
US 31 & 161st St	10	Following too Closely
SR 32 & Ditch Rd	9	Following too Closely
SR 32 & Oak Ridge Rd	9	Following too Closely



Westfield Police Department
September 2022

Primary Cause	Sum of Total Accidents
Failure to Yield	16
Following too Closely	86
Failure to Yield/Following too Closely	11
Disregard Signal-Reg Sign	17
Failure to Yield/Disregard Signal-Reg Sign	12



Westfield Police Department
September 2022

Community Events

Public Safety Dodgeball Event

Cuisine Connect Culture Event

Crime Scene Investigation for WHS Law Education Class

Girl Scout Meeting-Respecting Authority Petal

Funeral for Office Seara Burton

Shamrock Career Fair



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August 2, 2022

Mr. Jeremy Lollar
City of Westfield Police Department
17535 Dartown Rd., Westfield, IN 46074
jlollar@westfield.in.gov

SCOPING PROPOSAL FOR PREDESIGN AND SCHEMATIC DESIGN OF NEW POLICE DEPARTMENT HEADQUARTERS IN WESTFIELD, INDIANA

Dear Mr. Jeremy Lollar:

Paul I. Cripe, Inc. d/b/a Cripe would like to thank you for the opportunity to submit this proposal for architectural and engineering predesign services for the above referenced project ("Project"). We look forward to working with City of Westfield Police Department on this Project.

To that extent, we have reviewed the proposed project and have attempted to anticipate the necessary scope of services for the project in order to provide professional services.

SCOPE OF SERVICES

Based upon information provided by you and the subsequent discussions with representatives of the City of Westfield and Westfield Police Department, Cripe understands the current scope of services to be as follows:

Creation of predesign and schematic design documents associated with the development of the proposed Westfield Police Department Headquarters facility on +/- 5 acres at the Wheeler Landing Development in Westfield, Indiana.

Based upon this understanding, Cripe has developed the following detailed Scope of Services to be rendered:

ARCHITECTURAL DESIGN SCOPE OF SERVICES

Architectural predesign and schematic design services will be engaged and coordinated between Cripe and Dewberry Architects, Inc. as outlined below. Design phase services included within our work efforts are proposed to be as follows:



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Pre-Design

- **Needs Assessment and Programming Services** - Dewberry will lead the efforts in conducting the space needs analysis/assessment and/or programming. Cripe will facilitate and collaborate in this process. This will include any validation and/or update(s) of previous space needs studies and/or programming efforts.
- **Site Selection Master Planning** - If the Client determines that there are specific sites suitable for evaluation, Dewberry will lead the functional/operational site evaluation effort. If the site(s) include evaluation of an existing building for repurposing, adaptive reuse, or expansion, Dewberry will perform the functional evaluation of the building. Cripe will be responsible for performing all code analysis and all structural (seismic), and MEP systems evaluations.
- **Conceptual Design** - Dewberry will lead the development of conceptual site plans and floor plans (buildings and structures), coordinating with Cripe for the development of two or three-dimensional view presentation drawings and phase documentation. Cripe and Dewberry will present any concept designs together.
- **Cost Estimates** - Dewberry or Cripe will not be responsible for development of cost estimates or life cycle cost analysis efforts. If requested by the Owner, Cripe will engage the services of a suitable General Contractor of relative project experience to provide preliminary cost estimates as needed for analysis. Dewberry will offer assistance with cost estimating as required relative to recent comparable project experience.
- **Delivery Method** - If the Owner elects to utilize an alternative delivery method for the project, Dewberry and Cripe will participate in efforts to prepare Design-Build "bridging" documents but are currently not included in this proposal. Cripe may request an additional services contract to perform any additional scope of services requested by the Owner upon change of the assumed delivery method herein. The current project delivery method is a Build-Operate-Transfer (BOT) procedure until directed otherwise by the Owner, of which the Request for Proposal design criteria will be prepared by others.

Schematic Design

Dewberry will join with Cripe in the preparation of schematic design as noted herein. Dewberry will lead efforts on the functional development of site plan(s) and floor plan(s). Cripe will lead efforts in the development of interior and exterior elevations, with input

Mr. Jeremy Lollar
City of Westfield Police Department
August 2, 2022



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from Dewberry. Dewberry will lead efforts for the development of specialty areas including evidence, detention, equipment storage, and records storage areas and ballistic-rated enclosures. Dewberry and Cripe will jointly present any schematic designs to the Owner.

- **Site Plan** - Dewberry will prepare the initial site plan layout and work side-by-side with Cripe in its refinement. Cripe will assume the leadership role in efforts related to overall site planning presentation drawings.
- **Floor Plans** - Dewberry will lead efforts in the initial development and subsequent refinement of the floor plans coordinating with Cripe regarding building core and exterior development.
- **Elevations** - Cripe will lead in the creation of the building's exterior design and elevations. Dewberry's participation in the development of exterior elevations will be limited to responding to operational and security related issues. Examples include recommendations associated with opening types, security of cladding and glazing materials, extent of glazing, etc.
- **Computer Aided Design/BIM** - Dewberry will develop initial floor plan efforts using AutoCAD or REVIT, depending upon the client's wishes, and provide DWG or RVT files to Cripe to use in further development of the building Revit model. Dewberry assumes Cripe's model will include structural frame with floor plates, elevations, walls, doors and windows. After the shell building model is established, Dewberry will link its interior models, also prepared in REVIT.
- **Schematic Refinement** - Dewberry will review and offer functional opinions and suggestions regarding building elevations, floor-to-floor heights, accreditation standards, site planning issues, and materials and finishes of construction consistent with high security buildings. Dewberry will coordinate with the design team regarding the functional requirements of the project relative to their respective disciplines.
- **Building Code Analysis** - Cripe will be responsible for development and plan compliance with all building codes applicable to the project, including but not limited to, fire resistive construction, calculation of exit loads, and building and occupancy separations.
- **Cost Estimates** - Dewberry or Cripe will not be responsible for development of cost estimates or life cycle cost analysis efforts. If requested by the Owner, Cripe will



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engage the services of a suitable General Contractor of relative project experience to provide preliminary cost estimates as needed for analysis. Dewberry will offer assistance with cost estimating as required relative to recent comparable project experience.

- **Meetings and Presentations** - Dewberry and Cripe will participate in key on-site meetings and presentations as negotiated.

Technology/AV/Security

- **Programming:**
 - o Initial Visit – Identify system needs/expectations. Operational functionality. City Standards/Existing systems coordination.
 - o Develop Technology Narrative.
- **Schematic Design:**
 - o Revised narrative as needed.
 - o Site Plan (controlled gates, duct banks)
 - o Floor Plans:
 - Telecom
 - General needs
 - Cable trays
 - Typical closet configuration
 - General power/cooling needs for telecom closets
 - AV/Presentation, identify spaces requiring AV
 - System operational needs
 - Displays technologies
 - Audio reinforcement
 - Security
 - Controlled doors
 - Cameras
 - Duress
 - Interview Rooms



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ARCHITECTURAL ASSUMPTIONS/EXCLUSIONS

The above Scope of Services was based on the following assumptions and/or exclusions:

- Building program and size will be designed based around 130-150 police officers and 20 civilian employees, as suggested by the Owner, due to an anticipated growth expectancy for the next 20 years.
- Building life expectancy to be designed to suit 100 years of operation and service by the Police Department for the City of Westfield community.
- With an anticipated total building occupancy of around 170 employees, building area is assumed to be around 40,000-50,000 square feet based on prior project experience. Anticipated building area will be further defined and validated during user group meetings with Owner to develop functional program.
- Design Development, Final Bid Documents, Agency Approvals, Bidding/Negotiations, and Construction Administration phases are not included at this time and will be provided in a later proposal.

If these assumptions prove not valid or the services require variance from the above assumptions and exclusions, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

STRUCTURAL ENGINEERING DESIGN SCOPE OF SERVICES

New police headquarters building, approximately 40,000-50,000 sf.

- Estimated construction cost is \$600/sf, or \$30 million.
- Schematic design only:
 - o Preliminary framing and foundations.

STRUCTURAL ENGINEERING ASSUMPTIONS/EXCLUSIONS

- Proposal based on shallow foundations.
- Services relating to Special Inspections, as outlined in IBC, are specifically omitted from this Agreement; Special Inspection Services shall be by separate contract between Owner and Structural Engineer of Record not included in this proposal.
- Design developments, construction documents and construction administration services not included in this proposal.



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If these assumptions prove not valid or the services require variance from the above assumptions and exclusions, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

CIVIL ENGINEERING DESIGN SCOPE OF SERVICES

Feasibility Study

The Feasibility Study will be a document that can be provided to prospective buyers to assist them in their Due Diligence to evaluate the property.

The following is the list of the information that will be included in the Feasibility Study:

1. Existing Site Conditions
 - a. Zoning Classification Summary
 - i. Existing Classification
 - ii. Surrounding/Adjacent Zoning Districts
 - iii. Proposed Rezoning Options – including lot densities
 - b. Aerial Photography
 - c. Site Photography – site photographs will be collected including perimeter roadways and critical utility location data
 - d. Topographic Mapping
 - e. Soil Maps and Classification Data
 - f. Floodplain Mapping & Information
 - g. National Wetland Inventory Mapping
 - h. Hamilton County Regulated Drain Map
 - i. Upon your direction, we will engage the Hamilton County Surveyor's Office to determine if any dredging of Musselman Ditch will be required.
 - ii. Upon your direction, we will also inquire if there are any drainage restrictions to either the Grand Park Village Lake or the Wheeler Landing detention facility located south and west of the intersection of 181st Street and the future extension of Grand Park Boulevard south of 181st Street.
 - i. Sanitary Sewer Mapping and Data
 - j. Water Main Mapping and Data
 - k. Electric Utility Information
 - l. Cable Television Information
 - m. Telephone Company Information
 - n. Natural Gas Utility Information
2. Westfield Engineering Standards

Mr. Jeremy Lollar
City of Westfield Police Department
August 2, 2022



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3. Contact List including names, addresses, email addresses and telephone numbers for the City and County governmental agencies and the respective utility companies.

The maps presented in the Feasibility Study will be obtained through available public sources and on-line materials. Specific utility data will be obtained from the respective utility companies since they generally do not make their infrastructure mapping available to the public.

In addition, Cripe will prepare a preliminary site plan, in coordination with Dewberry, the master drainage report being performed by Kimley Horn for the current property owner and the completed roadway plans for the extension of Grand Park Boulevard, including preliminary sizing of a detention facility. Based on review of previous drainage reports for the area, the proposed site should be able to drain to the existing Grand Park Village Lake in its current condition, however the lake was not sized to accept stormwater runoff in a developed condition. Through additional research, it has been determined that there currently are no water or sanitary sewer mains along Grand Park Boulevard closest to the site and the engineering plans for the construction of the extension of Grand Park Boulevard north of 181st Street have not been fully developed or available as of this date. Cripe can provide a preliminary "Opinion of Probable Cost" to have these services extended to the site. However, these main trunk lines may have to be oversized to serve other undeveloped properties in the vicinity as your project will most likely develop first.

MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING DESIGN SCOPE OF SERVICES

AEC's scope of work for this project includes the scoping and narratives for SD level for Mechanical, Electrical Power, Plumbing, Fire Protection systems for a new structure. The total square footage is approximately around 40,000-50,000 SF.

- **HVAC:**
 - o Full comprehensive narrative
 - o Basis of Design for the heating, cooling and ventilation system that will emphasize maximizing the usable building footprint and providing an energy efficient system. The design will modeled towards the requirements of ASHRAE 90.1.
- **Electrical Power:**
 - o Full comprehensive narrative
 - o Basis of Design for the Electrical system will be geared towards efficiency, low cost, low maintenance, and the latest technology.

Mr. Jeremy Lollar
City of Westfield Police Department
August 2, 2022



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- **Electrical Low Voltage:**
 - o Technology Systems (voice/data) – Not included.
 - o A/V Systems – Not included.
 - o Security Systems and / or Access Control– Not included.
 - o Emergency / Alerting System – Not included.
 - o Sound system – Not included.
 - o Fire Alarm – Full comprehensive narrative
- **Fire Protection:**
 - o Full comprehensive narrative and will include hazard classifications descriptions.
- **Plumbing Systems:**
 - o Full comprehensive narrative.
- **Review Meetings and Site Visits:**
 - o AEC's engineering services will include participation at meetings.
 - Design Meetings - We anticipate up to 4 meetings. In person meetings and virtual meetings.

MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING ASSUMPTION/EXCLUSIONS

- The life safety plans and coordinated RCP will be provided by the Architect.
- Cost estimating will be completed by others outside this contract. Review of budgets or cost estimates associated with the design are not included in this fee.
- Floor plans and occupancy or programming information will be made available for our use.
- Utilities narrative will be coordinated and provided by others.

The following services can be offered as additional services:

- Pursuit of USGBC LEED certification, Energy Star or other sustainability certifications.
- Value Engineering after owner approval of deliverables as noted above and changes that require re-design.
- Printing and plotting of drawings except for our own use.
- Energy modeling.
- Existing equipment inventory.



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If these assumptions prove not valid or the services require variance from the above assumptions and exclusions, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

PROJECT BUDGET AND SCHEDULE

- Cripe's staff will attend bi-weekly or tri-weekly planning design meetings working with user groups. Thirteen (13) design meetings are anticipated.
- Building construction cost is assumed to be \$600 per square foot.
- Design to begin immediately according to following schedule:

Start	End	
9/2022	11/2022	Pre-Design Phase
11/2022	1/2023	Master Planning Phase
1/2023	4/2023	Schematic Design Phase

- Detailed cost estimating is not a part of this proposal.
- Construction schedule is unknown at this time.

PROPOSAL FEE

Our fixed fee to complete the above-described scope of services is as follows:

Architectural Design Services.....	\$329,936.00
Civil/Site Design Services.....	\$15,500.00
Structural Design Services	\$40,250.00
MEP Schematic Design Narrative.....	\$13,800.00
Technology/Security Design Services.....	\$20,930.00
Total SD/Programming Services for Approval.....	\$420,416.00

***Estimated Future Project Phase Fees (for reference only, not for approval):**

Design Development	+/- \$625,000.00
Construction Documents	+/- \$915,000.00
Agency Approvals.....	+/- \$10,000.00
Bidding Assistance Services	+/- \$125,000.00
Construction Administration	+/- \$520,000.00

**Future project phase fees include general estimates for architectural (shell and interior), technology/IT/security, MEP engineering, structural engineering, civil/site engineering, land*

Mr. Jeremy Lollar
City of Westfield Police Department
August 2, 2022



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surveying, and interior design services. These general estimates are subject to change after completion of Schematic Design and Programming Services as outlined in this proposal for approval once later project design and scope parameters are further defined.

Any estimated fees set forth in this proposal are given as a general estimate only, assuming comparable projects with average difficulty. Any estimated fee should not be interpreted as a not to exceed fee or fixed fee.

Our fees are to be invoiced monthly on a percentage complete basis. Percentage completion schedule estimated on the following project phase timeline and associated fees below as a general reference:

- Pre-Design Phase – Two (2) Months of Equal Payments
 - o +/- \$90,000.00 Total
- Master Planning Phase – Two (2) Months of Equal Payments
 - o +/- \$80,000.00 Total
- Schematic Design Phase – Four (4) Months of Equal Payments
 - o +/- \$250,416.00 Total

Costs for advances and other reimbursable expenses including but not limited to, reproductions, photography, equipment charges, courier fees, and mileage are extra to the fees stated above and will be invoiced under a separate line item. **Reimbursable expenses are estimated around \$6,500.00.**

Cripe will also furnish Additional Services as you may request in writing.

This proposal is valid for thirty (30) days following submittal. This proposal is only an offer of Cripe' scope of services and is not binding on either party until acceptable terms and conditions have been negotiated and agreed upon between both parties.

We have attached our Terms and Conditions for your review. Upon receipt of an executed copy of the Terms and Conditions accepting the scope of services and fee stated in the proposal letter and the Terms and Conditions, Cripe can begin immediate work on the project.

Mr. Jeremy Lollar
City of Westfield Police Department
August 2, 2022



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Thank you for the opportunity to submit this proposal, and we look forward to working with you. I will contact you regarding this proposal letter; however, if you have any questions, please do not hesitate to contact me at 317-844-6777.

Sincerely,

CRIFE

Eric Beaman, AIA, NCARB
Director of Architecture

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Paul I. Cripe, Inc. d/b/a Cripe
9339 Priority Way West Drive, Suite 100
Indianapolis, IN 46240
317-844-6777
FAX: 317-706-6451
www.cripe.biz

TERMS AND CONDITIONS

PAYMENT TERMS: Payment shall be rendered as follows:

- **Payment shall be due upon receipt of the invoice but in no event no later than thirty (30) days from the date of the invoice.** Invoices not contested in writing within ten (10) business days of receipt are considered accepted by Client and are payable in full. Failure to make payment as provided herein could result in Cripe filing a lien against the real property which is the subject of this Contract.
- By executing these Terms and Conditions, the authorized signer accepts full responsibility for payment of all invoices regardless of third party involvement or outside financing arrangements.
- **Payment shall be made to the following address: Paul I. Cripe, Inc., P.O. Box 2132, Indianapolis, IN 46206-2132.**
- Failure to make payment when due shall be cause for suspension of services or, ultimately, termination, unless and until Cripe has been paid in full all amounts due for services, expenses and other related charges.
- Interest at 1½% per month, effective rate of 18% per annum, will be due and payable on amounts not paid within thirty (30) days.
- Cripe shall be entitled to attorney's fees and other costs incurred by us in collecting delinquent accounts.
- In the event of disputed amounts, payments shall be made to Cripe promptly on all amounts that are not in dispute.
- By executing these Terms and Conditions, Client waives any limitation on the period in which Cripe may file notice of intention to hold a lien against the owner's property to secure payment of our fees.

REIMBURSABLE EXPENSES: Costs for advances and other reimbursables including but not limited to, blueprints, photography, equipment charges, courier fees and mileage are extra to the fees. In addition to the above fee, these costs would include reproduction costs of all drawings and documents used internally in the normal work process.

INVOICES: Unless otherwise agreed upon, Cripe will submit monthly invoices to Client for Services performed and advances to date.

ADDITIONAL SERVICES: Additional Services shall be defined as significant changes in the scope, extent or character of the portion of the project designed or specified by Cripe or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction or method of financing. In addition, Additional Services shall include the revision of previously accepted studies, reports, drawings, specifications or contract documents when such revisions are required by actual changes or interpretation in laws, rules, regulations, ordinances, codes or orders enacted subsequent to or during the preparation of such studies, reports, drawings, specifications or contract documents, and unforeseen conditions that are due to causes beyond Cripe's control. Change in Services shall entitle Cripe to an adjustment in compensation. Cripe shall notify Client of these changes prior to providing such Additional Services.

SAFETY RESPONSIBILITY: Client shall assign responsibility to its contractor for all site construction safety procedures and Cripe shall have no responsibility for enforcement of said procedures or liability resulting therefrom.

PERMITTING: Cripe shall prepare and obtain all applicable regulatory state and local agency submittals, with the exception of building permits and any other permits normally obtained by the contractor(s). ***Choose appropriate selection:***

_____ Client shall provide the required checks for the permitting fees. or

_____ Cripe shall immediately submit to Client an invoice with the estimated permitting fees to apply against the required permits. At the end of the project, if there is a balance remaining in the permitting allowance, Cripe shall either apply the balance to the fee balance or return the unused allowance to Client.

STANDARD OF CARE: The standard of care for all professional services performed or furnished by Cripe under this Agreement will be the skill and care used by members of Cripe's profession practicing under similar circumstances at the same time and in the same locality. Cripe makes no warranties, express or implied, under this Agreement or otherwise, in connection with Cripe's services.

CONSENT OF OWNER: The undersigned is the owner of the property or the authorized agent of the owner on which Scope of Services described above is to be performed and hereby consents to performance of the Scope of Services. The parties to this contract agree that these Terms and Conditions may be executed simultaneously or in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties hereto further agree that delivery of this document may be accomplished by electronic facsimile reproduction (FAX) and if FAX delivery is utilized, the FAX copy shall constitute an original.

INDEMNIFICATION: Client and Cripe each agree to indemnify, defend and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Cripe, they shall be borne by each party in proportion to its negligence.

TERMINATION: The obligation to provide further services under these Terms and Conditions may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Cripe will be paid for all services rendered to the date of termination, reimbursables and termination expenses.

DELAYS: Cripe shall not be responsible for delays in its work occasioned by fires, floods, explosions, riots, strikes, errors of others, acts of God or change in government regulations. Should a delay occur for a reason outlined herein, the term of this agreement shall automatically be extended for a period equal to the delay.

DISPUTE RESOLUTION: Client and Cripe agree that for any disputes in the amount of \$6,000.00 (inclusive of attorneys fees, costs and interest) or more that cannot be resolved through informal discussions between the parties, the party raising the dispute shall serve written notice to the other party

outlining the details of the dispute and request the dispute to be resolved through mediation. The parties shall confer to discuss the selection of the mediator and agree upon the rules and procedures within twenty (20) days from the date of receipt of request for mediation. Any issues that remain unresolved after mediation shall be resolved by submitting those issues to binding arbitration with the parties conferring to discuss the selection of the arbitrator within twenty (20) days from the unsuccessful conclusion of the mediation. The arbitration procedure shall utilize a different neutral party than was used for the mediation process and be performed in the State of Indiana. If the parties are unable to agree on the selection of a mediator or an arbitrator, the parties agree to submit the matter to the American Arbitration Association and be bound by its rules and procedures for the selection of mediators and arbitrators and the conduct of mediations and arbitrations. The parties agree that the existence of the dispute, the nature of any such claims asserted in the dispute and the resolution of the dispute shall be kept confidential.

INSTRUMENTS OF SERVICE: Drawings, specifications and other documents, including those in electronic format, prepared by Cripe and its consultants, are Instruments of Service for use solely with respect to this project. Cripe and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of these Terms and Conditions and upon all monies due and owing to Cripe from Client, Cripe grants to Client a nonexclusive license to reproduce Cripe's Instrument of Service. If the Client provides copies of the Instruments of Service to third-parties, the parties agree that such third-party is not a beneficiary of this agreement and that they may not rely on the Instruments of Service for any purpose. Client shall not use the Instruments of Service for future projects or for additions or alterations to the project without the prior written consent of Cripe. Any unauthorized use of the Instruments of Service shall be at Client's sole risk and without liability to Cripe and/or Cripe's consultants. Please refer to the following paragraph for use of Instruments of Service.

USE OF INSTRUMENTS OF SERVICE NOTICE: The Instruments of Service referred to in the preceding paragraph (i.e drawings, specifications and other documents including those in electronic format), are often subject to interpretation, coordination and/or clarification. In order to insure that you or your contractor properly interpret and understand these Instruments of Service, it is essential that you or your contractor contact Cripe directly and obtain a written clarification or interpretation regarding any question, clarification, interpretation or ambiguity that may pertain to the Instruments of Service. In addition, whenever a contractor is provided with an Instrument of Service, make sure that you provide them with a complete set of the Instrument of Service as these documents may be cross-referenced to various pages, details, etc. and must be read in their entirety. It is the contractor's responsibility to utilize construction documents in their total and to coordinate their use. Lack of project coordination, including coordination of the drawings and specifications as well as subcontractors and others using these Instruments of Services will not be cause for claims against Cripe.

CLIENT SERVICES AND PROVIDED DOCUMENTATION: Cripe shall be entitled to rely on the accuracy, clarity, completeness and format of documentation, services and information furnished by the Client. Cripe shall provide prompt notice to the Client if Cripe becomes aware of any errors, omissions, inconsistencies or formatting errors in such documentation, services or information and it shall be the responsibility of Client to correct any errors, omissions or inconsistencies. If Cripe cannot utilize the provided documentation for its intended purpose, this shall entitle Cripe to an adjustment in the Scope of Services and Compensation. Cripe shall notify the Client of these changes prior to providing such services.

WAIVER OF CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Cripe, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Cripe and the Client shall require similar waivers of consequential damages protecting all the entities or persons named here in all contracts and subcontracts with others involved in this project.

LIMIT OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client (Owner) and Cripe, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law to limit the liability of Cripe, its officers, directors, employees and sub-consultants for any and all claims, losses, costs, damages to the sum of \$1,000,000 or Cripe's fee, whichever is greater.

GOVERNING LAW: The laws of the State of Indiana shall govern as to all questions arising under these Terms and Conditions.

This Agreement accepted this _____ day of _____, 20__.

Client Authorized Signature

Cripe Authorized Signature

Printed & Title

Printed & Title

WEINTRAUT & ASSOCIATES, INC.

October 20, 2022

John Nail
2728 East 171st Street
Westfield, Indiana

Re: State Road 32 Reconstruction Mitigation, Westfield, Hamilton County, Indiana

Dear Mr. Nail:

W&A proposes the following scope of work for the above referenced project; that includes photo documentation of the Stutz Stanley House and Westfield Historic District.

The objective of this task is to complete the following tasks in accordance with the conditions under which the certificate approval was granted to the City of Westfield and the Indiana Department of Transportation, to alter the Westfield Historic District and demolish or remove historic structures at 101, 102 and 103 S. Union Street and 111 E. Main Street to reconstruct State Road 32 in Westfield, Hamilton County. The conditions approved by the Indiana Division of Historic Preservation and Archaeology are as follows:

3.Photo Documentation: *Prior to the commencement of project activities, INDOT/City of Westfield and/or its representatives shall photo document the structures and streetscapes within the project areas of Westfield Historic District and the Stultz-Stanley House according to the Indiana Department of Natural Resources- Division of Historic Preservation and Archaeology Minimum Architectural Documentation Standards.*

- a. INDOT/City of Westfield and/or its representatives shall ensure that this photo-documentation shall be prepared by a Secretary of the Interior qualified professional in accordance with the Indiana Department of Natural Resources — Division of Historic Preservation and Archaeology Minimum Architectural Documentation Standards.*
- b. INDOT/City of Westfield and/or its representative shall submit digital images and any required photograph logs, supporting documentation, or available historic photographs of the structures and streetscapes within the Westfield Historic District to the DHPA for review and approval. If the DHPA responds with recommendations, a good faith effort to accommodate the recommendations will be made. INDOT/City of Westfield and/or its representatives, shall inform DHPA of its response and submit any required revisions for DHPA's review and final approval.*

- c. *INDOT/City of Westfield and/or its representatives shall provide a final copy of the photographic documentation to the DHPA for transmittal to the Indiana State Archives, and a copy to at least one local repository (local historical organization, library, or local government agency) that is willing to accept the documentation and make them available indefinitely for research.*

Deliverables

- Photo documentation of the exterior and streetscapes associated with the project area as it relates to the Stultz Stanley House and the Westfield Historic District.

Coordination

- All work efforts will be coordinated through the City or its representative.

Assumptions for Photo Documentation:

- Fieldwork will occur after leaves have fallen in the fall and before March;
- The original streetscapes and the relationship of buildings within that landscape shall be documented photographically;
- No interior photos will be required; and
- One round of revisions.

Activities Associated with Photo Documentation:

- Take photographs;
- Prepare written documentation;
- Submit to the City for review;
- Make any requested revisions;
- Submit to DHPA for review;
- Make revisions (one round of review only);
- Submit final to DHPA.

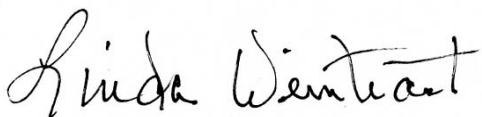
Items Specifically Not Included

- Additional meetings
- Interior photographs of buildings
- Additional revisions.

Other work not specifically stipulated above will be subject to a contract addendum or additional task order.

Please feel free to call if you have questions. Thank you for the opportunity to submit this proposal.

Best regards,

A handwritten signature in black ink, reading "Linda Wentz". The signature is written in a cursive, flowing style.

[illegible]

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2022, by and between the City of Westfield, Indiana, ("City") and Lennar Homes of Indiana, LLC., a Delaware limited liability company ("Developer") (collectively, the "Parties") as follows:

WHEREAS, the City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist the City in its efforts to improve the Westfield road network and associated infrastructure;

WHEREAS, as part of the development of Westgate as depicted in the attached **Exhibit A** ("Development"), road impact fees are required to be paid to the City by the Developer in accordance with Ordinance 17-43;

WHEREAS, the City desires the Developer to construct a roundabout at 171st Street and Eagletown Rd. ("Improvement");

WHEREAS, Developer desires to accommodate Westfield's request for the Improvement in exchange for road impact fee credit or reimbursement ("RIF Credits") associated with the Development;

NOW, THEREFORE, in consideration of the mutual obligations that all Parties deem sufficient, and incorporating the above recitals as if fully restated, the Parties agree:

- 1) Developer shall, at the Developer's sole expense, construct a roundabout at 171st Street and Eagletown Road depicted in **Exhibit A**, consistent with the City's prescribed measure for construction for this roadway. The Improvement shall be subject to any applicable permits, financial guarantees, and inspections by the City.
- 2) Developer shall dedicate the Improvement to the City at no cost to the City prior to being eligible for RIF reimbursement.
- 3) Developer shall provide all receipts and an itemized account of expenses to support the total cost for the acquisition of the Real Estate and construction of the Improvements to Westfield.

- 4) Any building permits issued within the Development will be assessed the applicable road impact fee. However, within thirty (30) days of the dedication of the Improvement, the City shall issue a RIF Credit to Developer in the amount equal to the actual cost to construct the Improvement to 171st Street as depicted in the attached **Exhibit B** ("Improvement Cost"), but not to exceed the amount assessed within the Development.
- 5) Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to the City:

City of Westfield
Attn: Johnathon Nail,
Director of Public Works
2706 East 171st Street
Westfield, IN 46074

With a copy to:

Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Blake Burgan

If to Developer:

Lennar Homes of Indiana, Inc.
Attn: Keith Lash
Vice President of Land
11555 North Meridian Street, Suite 400
Carmel, IN 46032

- 6) On _____, the City of Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

Lennar Homes of Indiana, LLC

**City of Westfield,
Hamilton County, Indiana**

By: _____

By: _____

Printed Name: _____

Johnathon Nail, Director

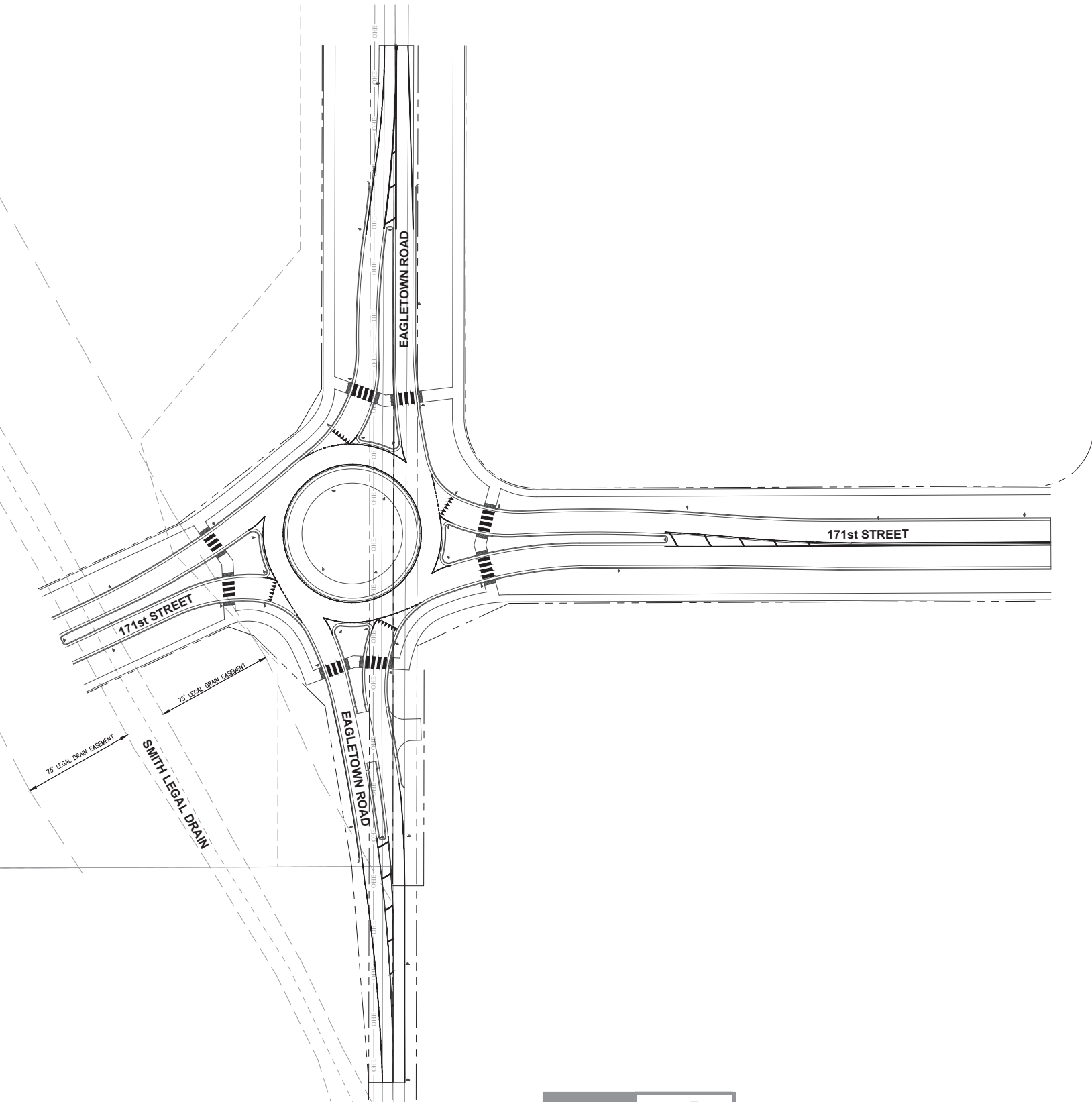
Title: _____

Public Works Department

Date: _____

Date: _____

Exhibit A



 Westfield PUBLIC WORKS	APPROVED ☒
	REVISE ☐
	REJECTED ☐
	BY <u>jrankin</u>
	DATE <u>6/22/2022</u>
2728 E. 171st St. Westfield, IN 46074 westfield.in.gov	SUBMITTAL # _____
	SPEC _____



Bid #

0222-434

PROPOSAL

Date	January 20, 2022	Project	171st ST & Eagletown RD RAB
Contractor	Lennar	Location	Westfield
Address		City	Westfield
City/State/Zip		Bid Date	1/20/2022
Attn	Estimator	Engineer	Kimley Horn
Phone		Plan Date	9/3/2021
Fax		Revision Date	n/a
Email		Addendum	n/a

E & B Paving would like to submit price quotations for the following items:

[illegible]

*** Bid for a full closure of the intersection

*** Bid for a 60 closure

*****Utility relocations not included**

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave • Noblesville, IN 46060

PHONE: 317.773.4132 • FAX: 317.773.4137

www.ebpavingq.com

\$954,441.00

ASPHALT AND CONCRETE CONTRACTORS



October 26, 2022

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- Community Bible Fellowship Church, Inc., Bond #4172870, \$647,597.50, Storm Sewer
- Northpoint Two JV, LLC, NorthPoint Building 2, Bond #EACX4024674, \$368,186.26, Erosion Control & Public ROW
- GLR, Inc., CVS #11411-Wheeler Road, Bond #CBE1020005, \$27,399.00, Erosion Control
- GLR, Inc., CVS #11411-Wheeler Road, Bond #CBE1020004, \$59,897.00, ROW
- Becley Building Group, Inc., Bridgewater Corporate Campus, Lot 1, Bond #69C005349, \$12,097.80, Erosion Control
- Becley Building Group, Inc., Bridgewater Corporate Campus, Lot 1, Bond #69C005350, \$132,605.80, Storm Drainage
- Westfield Commercial Ventures, LLC, Legends Crossing, Phase 2, Bond #CBE1020293, \$1,149,344.00, Infrastructure - Roadway
- Westfield Commercial Ventures, LLC, Legends Crossing, Phase 2, Bond #CBE1020296, \$380,564.00, Infrastructure – Storm Sewers
- Westfield Commercial Ventures, LLC, Legends Crossing, Phase 2, Bond #CBE1020295, \$155,853.00, Infrastructure - Sidewalk
- Westfield Commercial Ventures, LLC, Legends Crossing, Phase 2, Bond #CBE1020297, \$98,536.00, Infrastructure – Erosion Control
- M/I Homes of Indiana, Bonterra, Section 1, Bond #SUR0076976, \$429,669.90, Streets
- M/I Homes of Indiana, Bonterra, Section 1, Bond #SUR0076978, \$101,384.34, Curbs
- M/I Homes of Indiana, Bonterra, Section 1, Bond #SUR0076977, \$453,206.88, Storm Sewers & Subdrains
- M/I Homes of Indiana, Bonterra, Section 1, Bond #SUR0076979, \$118,974.28, Common Sidewalks & Path
- HighGround Westfield, LLC, HighGround 55+ Boutique Apartments, Bond #800145861, \$1,086,762.00, Storm Sewer, Paving, Curbs, Concrete, Erosion Control, Streets, Trail, & ROW

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- Gibraltar Construction Corp., Westfield High School, Bond #30052361, \$124,885.20, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick By Del Towne Road, Bond #CMS344105, \$16,175.50, Erosion Control
- Pulte Homes of Indiana, LLC, Bent Creek, Section 3, Bond #US00089834SU19A, \$109,203.00, Erosion Control
- Capitol Construction Services, LLC, Primrose School at Grand Park Village, Bond & Rider #30089824, \$136,394.78, ROW Improvements, Storm Sewer, & Erosion Control
- Pulte Homes of Indiana, LLC, Bent Creek, Section 4, Bond #796717, \$442,701.55, On-site Asphalt Paving
- Pulte Homes of Indiana, LLC, Bent Creek, Section 4, Bond #796716, \$34,645.60, ROW Paths & Site Features
- Pulte Homes of Indiana, LLC, Bent Creek, Section 4, Bond #796718, \$89,706.54, Concrete Curbs
- Pulte Homes of Indiana, LLC, Bent Creek, Section 4, Bond #796719, \$609,925.64, Storm Sewer
- S-B Construction Group, LLC, Cornerstone Bible Church, Bond #30135485, \$15,037.00, Erosion Control
- S-B Construction Group, LLC, Cornerstone Bible Church, Bond #30135487, \$23,226.50, Storm Sewer
- S-B Construction Group, LLC, Cornerstone Bible Church, Bond #30135486, \$47,334.03, ROW Improvements

Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- GP Real Estate, LLC, Primrose School at Grand Park Village, Bond #2528640, \$12,399.53, ROW, Storm Sewer, & Erosion Control
- Midwest Paving, LLC, Bent Creek, Section 4, Bond #MNT7669198, \$47,734.72, Onsite Asphalt Paving, ROW Asphalt Paths & Site Features
- Conco Curbs & Paving, LLC, Bent Creek, Section 4, Bond #B3276617, \$8,970.65, Curb & Gutter
- Valenti-Held Contractor/Developer, Inc., Bent Creek, Section 4, Bond #30172281, \$60,992.56, Storm Sewer & SSD
- S-B Construction Group, LLC, Cornerstone Bible Church – North Parking Lot, Bond #30153318, \$2,322.65, Storm Sewer
- S-B Construction Group, LLC, Cornerstone Bible Church – North Parking Lot, Bond #30153319, \$1,503.70, Erosion Control
- S-B Construction Group, LLC, Cornerstone Bible Church – North Parking Lot, Bond #30172730, \$4,733.40, Streets & Curbs

Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

- **NONE**

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Westfield, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$763,654.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance**a. Delivery**

Delivery of the Product is approximately 32 - 38 months of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Westfield
Fire Chief Rob Gaylor
2728 East 171st Street
Westfield, IN 46074

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,

regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF WESTFIELD

Signature: James C. Robert

Name: James C. Robert

Title: Deputy Chief

Date: 10/25/2022

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Westfield Date October 13, 2022

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	Pumper	\$763,654.00*

**Sourcewell Consortium Pricing, Member ID 42698.*

***\$5,000.00 Customer Contingency Fund included in the Sale Price.*

Contract Pricing only valid if signed and returned for processing prior to October 30, 2022

PERFORMANCE BOND: Included in the contract price.

100% PREPAYMENT OPTION: DUE AT 90 DAYS FROM CONTRACT SIGNING TO BE APPLICABLE.

If 100% prepayment is made 90 days from contract signing, deduct \$29,932.00 from contract price.

Payment due with contract is \$733,722.00. Initial here to accept: SCB

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title
<u>James C. Roberts</u>	<u>Deputy Chief</u>
<u>Michael Blech</u>	<u>Firefighter</u>

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF October 13, 2022 BETWEEN MACQUEEN AND City of Westfield (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☒ Yes ☐ No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? ☐ Yes ☒ No

If yes, please provide lienholder information. _____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1360 Dated 10/13/2022 FOR ALL APPLICABLE
OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1360 Dated 10/13/2022 .