BOARD OF PUBLIC WORKS & SAFETY MEMBERS
Randy Graham
Nick Barbknecht
Mayor Willis

CITY OF WESTFIELD, IN

Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting
MEETING DATE: Wednesday, January 22, 2025 at 1:00 PM
MEETING PLACE: Westfield City Hall- Assembly Room

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

OPENING OF REGULAR MEETING

Note the presence of a quorum

ELECTION OF BOARD PRESIDENT & VICE PRESIDENT

APPROVAL OF MINUTES

Action Item #1:

- **Approval of Minutes – December 18, 2024**

Action Item #2:

- **Approval of Minutes – January 13, 2025**

CHANGES TO AGENDA

CONTRACTS/AGREEMENTS

Action Item #3:

- **Lochmueller Group & City of Westfield – Construction Inspections Services Contract**

Action Item #4:

- **A&F Engineering & City of Westfield – 2025 On Call Contract**

Action Item #5:

- **J.S. Held & City of Westfield – Union Square Garage – Consultant Services Agreement**

Action Item #6:

- **PubliQ Software & City of Westfield – Stormwater Billing - Contract for Print and Mail Services**

Action Item #7:

- **INDOT & City of Westfield – Local Road & Bridges Matching Grant Agreement Grant Agreement – Community Crossing Matching Grant**

Action Item #8:

- **Signing Authority – 2025 Resurfacing Project**

Action Item #9:

- **Calumet Civil Contractors & City of Westfield – 181st Street & Wheeler Road RAB Project – Goods & Services Contract**

RESOLUTIONS

Action Item #10:

- **Resolution #25-100 - City of Westfield – Intergovernmental Transfer of Real Property Interest – 120 Camilla Court**

Action Item #11

- **Resolution #25-101 - Setting a meeting of the active WPD members to elect two Merit Commissioners**

CONSENT AGENDA

- **2025 Policy Manual Update – Fringe Benefits Policy (Section 12.22)**
- **January Bond Information**

DEPARTMENT REPORTS

- **Fire**
- **Police**
- **Public Works**

ADJOURNMENT

Monday, January 13, 2025 at 3:00 PM

OPENING OF SPECIAL MEETING

Nick Barbknecht called the meeting to order at 3:00PM

Note the presence of a quorum
Nick Barbknecht and Mayor Willis made the quorum. Deputy Mayor, Danielle Carey-Tolan, City Attorney Kaitlin Glazier, and Informatics Director, Chris Larsen were in attendance.
Pat Leuteritz verified there was a quorum.

CONTRACTS/AGREEMENTS

Action Item #1: Westfield Fire Department – Station 84 BOT First Addendum to PPA

Danielle Carey-Tolan presented stating this is an addendum to the BOT contract. The Guaranteed Maximum Price has been finalized with the owners rep and Envoy. With the owner contingencies the total price is close to $11.5 Million.
Nick Barbknecht asked Ms.Tolan to explain the steps taken in this process to insure the city got a fair price.

Mayor Willis made the motion to approve the addendum. Nick Barbknecht seconded the motion. Vote: Yes-2; No-0. Motion carried.

ADJOURNMENT

Mayor Willis made the motion to adjourn. Nick Barbknecht seconded.
Meeting Adjourned at 3:10 PM

Deputy Clerk-Treasurer — Board of Public Works and Safety

These minutes are a summary of actions taken at the City of Westfield Board of Public Works meeting. A full video archive of the meeting is available for viewing at:
https://www.youtube.com/cityofwestfieldin

CITY OF WESTFIELD, IN

Board of Public Works Meeting Minutes - 12/18/2024

Wednesday, December 18, 2024 at 1:00 PM

OPENING OF REGULAR MEETING

Note the presence of a quorum

Randy Graham and Nick Barbknecht were in attendance to make a quorum. City Attorney, Kaitlin Glazier was in attendance, and Deputy Clerk, Kim Strang attended virtually.

Approval of Minutes

Action Item #1:

- **Approval of Minutes – November 20, 2024**

Randy Graham made the motion to approve the November 20, 2024 minutes. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

CHANGES TO AGENDA

Action Item #6 was tabled.

CONTRACTS/AGREEMENTS

Action Item #2:

- **Public Right of Way Dedication – Charles Wheeler, Westfield Airport**

Michael Pearce stated Westfield Airport LLC is dedicating real estate to the city for public right-of-way purposes. The dedication of the right-of-way is needed to allow Traditions of Westfield, to build a retirement community and construct the required passing blister along the westside of Kinsey Road.

Randy Graham made the motion to approve the dedication. Nick Barbknecht seconded. Vote: :Yes-2; No-0. Motion carried

Action Item #3:

- **Authorization and approval of real property acquisition & eminent domain actions in furtherance of construction and completion of the Mule Barn Road Project (Verbal Board Approval)**

Kaitlin Glazier presented the next three items together, stating that this process will be done in the future for any eminent domain projects where the city might be interested in acquiring property. This is to get approval up front before filing anything or doing any prenegotiation. This would be a blanket approval for each project going forward.
John Nail relayed that action item # 2 involves SR 32 & Mule Barn Road widening and

reconstruction of the roadway. Acquisition/eminent domain of one parcel may be needed to complete the project.

Randy Graham made the motion to approve and authorize the city, its agents, and attorneys to take all actions appropriate to acquire any and all real property interest necessary for the construction completion of the Mule Barn Road Road Project including but not limited to the right to exercise the power of eminent domain. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #4:

- **Authorization and approval of real property acquisition & eminent domain actions in furtherance of construction and completion of the Jersey Street Parking Project (Verbal Board Approval)**

John Nail stated this involves a public parking project on Jersey Street.

Randy Graham made the motion to approve and authorize the city, its agents, and attorneys to take all actions appropriate to acquire any and all real property interest necessary for the construction completion of the Jersey Street Parking Project including but not limited to the right to exercise the power of eminent domain. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #5:

- **Authorization and approval of real property acquisition & eminent domain actions in furtherance of construction and completion of the Monon Tunnel Project (Verbal Board Approval)**

John Nail stated this is for the Monon Tunnel Project at 161st Street. Letting is scheduled early next year, with a small amount of right-of-way required on a northwest parcel.

Randy Graham made the motion to approve and authorize the city, its agents, and attorneys to take all actions appropriate to acquire any and all real property interest necessary for the construction completion of the Monon Tunnel Project including but not limited to the right to exercise the power of eminent domain. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #6:

- **401(a) Resolution – Bradie Louks**

ITEM TABLED

Action Item #7:

- **WSP Acquisition Services Task Order – CSX Property**

John Nail presented stating the city has a master agreement/contract with WSP for help as task orders are needed for right-of-way acquisition services. This is an additional task order to the master agreement. The property being explored is a small area of CSX property on the west side of US 31 north of 32. There is a potential project being considered for development and the need for adequate access would be needed if the project does move forward. This task order is being done to follow all necessary guidelines and uniform offer requirements to acquire the property. The total task order amount is $9,060., which is a one parcel unit price.

Randy Graham made the motion to approve the task order. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #8:

- **United Consulting & City of Westfield – Professional Services Agreement - Monon Tunnel Project Construction Inspection Proposal**

John Nail stated this is a contract with United Consulting to provide construction inspection services for the construction of the Monon Tunnel. The agreement is for $648,500. Mr. Nail stated that the city does do a lot of in house inspections when possible but feels that trail tunnel construction is not a strong area of the city's engineering department and wants to insure the project is done correctly, and in an efficient manner.

Randy Graham made a motion to approve the agreement. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #9:

- **Signing Authority – Kimley Horn – Design of Penn Street Extension**

John Nail stated that Public Works is working in coordination with Economic Development on the Ambrose on Main Project that is being developed at the northeast corner of East Street and SR 32. This project is separate from the Ambrose Project but it is supporting the development with the extension of Penn Street over to Hillcrest Drive. The project proposes a short extension of Penn Street and would provide some additional angled parking. The SR 32 project includes a roundabout at East Street and 32 and INDOT is proposing an added travel lane going east in the future which would create a median. Some residents on Hillcrest Drive would lose that full access. The Penn Street extension would give them a easy way to get to the East Street roundabout to go east on 32. Mr. Nail stated that the reason for the request for signing authority is that he has a proposal from Kimley Horn for the design work that reflects the not to exceed amount of $166,000 but he is actively working to negotiate a lower price but did not want to wait until the January meeting to get approval and this would allow Kimley Horn to start on the design work.

Randy Graham made the motion to approve the signing authority. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

RESOLUTIONS

Action Item #10:

- **Resolution #24-155 – Declaring Certain Personal Property to be Surplus & Authorizing Disposal - IT Surplus**

Chris Larsen presented stating this Resolution pertains to a request to sell or dispose of IT equipment that is outdated or no longer used.

Randy Graham made a motion to approve Resolution 24-155. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

PERMIT APPROVAL

CONSENT AGENDA

December Bond Information
Randy Graham made the motion to approve the December Bond Information. Nick Barbknecht seconded the motion. Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS

WFD November Report

Chief Gaylor gave the report.

WPD Final PBW Report November

Billy Adams gave the report

PUBLIC WORKS November Report

John Nail gave the report.

ADJOURNMENT

Randy Graham made a motion to adjourn.
Meeting was adjourned at 1:35 PM

Deputy Clerk | Board of Public Works

These minutes are a summary of actions taken at the City of Westfield Board of Public Works meeting. A full video archive of the meeting is available for viewing at: https://www.youtube.com/cityofwestfieldin.

CONSTRUCTION ENGINEERING
FEE JUSTIFICATION

FOR

City of Westfield Project Management

OWNER:

City of Westfield

October 16, 2024

CONSULTANT:

LOCHMUELLER GROUP, INC.
3502 Woodview Trace, Suite 150
INDIANAPOLIS, IN 46268
(317) 222-3880

Lochgroup Project No.: 124-1017-00C

City of Westfield Project Management

Project Fee Justification Summary

Letting Date: N/A
Substantial Completion Date: N/A
Final Completion Date: N/A
FCR Completion: N/A

		2025	2026	TOTAL		%
Lochgroup Direct Labor Costs:		$437,011.69	$0.00	$437,011.69	$438,481.69	100.0%
Lochgroup Direct Costs:		$1,470.00	$0.00	$1,470.00		
		Project Fee Estimate:		$438,481.69		

Use As Project Fee: **$440,000.00**

Construction Cost Estimate: **$19,000,000.00**

City of Westfield Project Management

Employee/Subconsultant	Billing Rates 2025 Loaded	Billing Rates 2026 Loaded	Mar-25 21 (Budget)	Apr-25 22 (Budget)	May-25 21 (Budget)	Jun-25 21 (Budget)	Jul-25 22 (Budget)	Aug-25 21 (Budget)	Sep-25 21 (Budget)	Oct-25 23 (Budget)	Nov-25 18 (Budget)	Dec-25 21 (Budget)
Lochgroup Construction Engineer/RPR												
David Lancet												
Regular Hours	$194.49	$200.32	189	198	189	189	198	189	189	207	162	189
Overtime Hours	$224.09	$230.81		44	42	42	44	42	42	46		
Budget Salary Cost			$ 36,758.61	$ 48,368.98	$ 46,170.39	$ 46,170.39	$ 48,368.98	$ 46,170.39	$ 46,170.39	$ 50,567.57	$ 31,507.38	$ 36,758.61
Actual/Projected Salary Cost			$ 36,758.61	$ 48,368.98	$ 46,170.39	$ 46,170.39	$ 48,368.98	$ 46,170.39	$ 46,170.39	$ 50,567.57	$ 31,507.38	$ 36,758.61
Cumulative Budget Salary Cost			$ 36,758.61	$ 85,127.59	$ 131,297.98	$ 177,468.37	$ 225,837.35	$ 272,007.74	$ 318,178.13	$ 368,745.70	$ 400,253.08	$ 437,011.69
Cumulative Actual/Projected Salary Cost			$ 36,758.61	$ 85,127.59	$ 131,297.98	$ 177,468.37	$ 225,837.35	$ 272,007.74	$ 318,178.13	$ 368,745.70	$ 400,253.08	$ 437,011.69
												351
LOCHGROUP MONTHLY LABOR TOTALS												
Regular Hours			189	198	189	189	198	189	189	207	162	189
Overtime Hours			0	44	42	42	44	42	42	46	0	0
Budget Salary Cost			$ 36,758.61	$ 48,368.98	$ 46,170.39	$ 46,170.39	$ 48,368.98	$ 46,170.39	$ 46,170.39	$ 50,567.57	$ 31,507.38	$ 36,758.61
Actual/Projected Salary Cost			$ 36,758.61	$ 48,368.98	$ 46,170.39	$ 46,170.39	$ 48,368.98	$ 46,170.39	$ 46,170.39	$ 50,567.57	$ 31,507.38	$ 36,758.61
LOCHGROUP CUMULATIVE LABOR TOTALS												
Regular Hours			189	387	576	765	963	1,152	1,341	1,548	1,710	1,899
Overtime Hours			0	44	86	128	172	214	256	302	302	302
Budget Salary Cost			$ 36,758.61	$ 85,127.59	$ 131,297.98	$ 177,468.37	$ 225,837.35	$ 272,007.74	$ 318,178.13	$ 368,745.70	$ 400,253.08	$ 437,011.69
Actual/Projected Salary Cost			$ 36,758.61	$ 85,127.59	$ 131,297.98	$ 177,468.37	$ 225,837.35	$ 272,007.74	$ 318,178.13	$ 368,745.70	$ 400,253.08	$ 437,011.69
LOCHGROUP MONTHLY EXPENSES:												
Budget Expense Costs (mileage)			$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00
Actual/Projected Expense Costs (mileage)			$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00	$ 147.00
Monthly Difference			0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LOCHGROUP CUMULATIVE EXPENSES:												
Budget Expense Costs (mileage)			$ 147.00	$ 294.00	$ 441.00	$ 588.00	$ 735.00	$ 882.00	$ 1,029.00	$ 1,176.00	$ 1,323.00	$ 1,470.00
Actual/Projected Expense Costs (mileage)			$ 147.00	$ 294.00	$ 441.00	$ 588.00	$ 735.00	$ 882.00	$ 1,029.00	$ 1,176.00	$ 1,323.00	$ 1,470.00
Difference			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LOCHGROUP CUMULATIVE TOTAL:												
Actual/Proposed Labor			$ 36,758.61	$ 85,127.59	$ 131,297.98	$ 177,468.37	$ 225,837.35	$ 272,007.74	$ 318,178.13	$ 368,745.70	$ 400,253.08	$ 437,011.69
Actual/Proposed Expenses			$ 147.00	$ 294.00	$ 441.00	$ 588.00	$ 735.00	$ 882.00	$ 1,029.00	$ 1,176.00	$ 1,323.00	$ 1,470.00
Actual/Proposed Total			$ 36,905.61	$ 85,421.59	$ 131,738.98	$ 178,056.37	$ 226,572.35	$ 272,889.74	$ 319,207.13	$ 369,921.70	$ 401,576.08	$ 438,481.69
Lochgroup Monthly Difference - Overall Project Over/Under			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PROJECT MONTHLY TOTAL:												
Lochgroup Budgeted Labor & Expenses			$ 36,905.61	$ 48,515.98	$ 46,317.39	$ 46,317.39	$ 48,515.98	$ 46,317.39	$ 46,317.39	$ 50,714.57	$ 31,654.38	$ 36,905.61
Actual/Proposed Lochgroup			$ 36,905.61	$ 48,515.98	$ 46,317.39	$ 46,317.39	$ 48,515.98	$ 46,317.39	$ 46,317.39	$ 50,714.57	$ 31,654.38	$ 36,905.61
Subconsultant Budgeted Total			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Actual/Proposed Subconsultants			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Budgeted Total			$ 36,905.61	$ 48,515.98	$ 46,317.39	$ 46,317.39	$ 48,515.98	$ 46,317.39	$ 46,317.39	$ 50,714.57	$ 31,654.38	$ 36,905.61
Actual/Proposed Total			$ 36,905.61	$ 48,515.98	$ 46,317.39	$ 46,317.39	$ 48,515.98	$ 46,317.39	$ 46,317.39	$ 50,714.57	$ 31,654.38	$ 36,905.61
Project Total Monthly Difference - Overall Project Over/Under			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PROJECT CUMULATIVE TOTAL:												
Lochgroup Budgeted Labor & Expenses			$ 36,905.61	$ 85,421.59	$ 131,738.98	$ 178,056.37	$ 226,572.35	$ 272,889.74	$ 319,207.13	$ 369,921.70	$ 401,576.08	$ 438,481.69
Lochgroup Actual/Proposed Labor & Expenses			$ 36,905.61	$ 85,421.59	$ 131,738.98	$ 178,056.37	$ 226,572.35	$ 272,889.74	$ 319,207.13	$ 369,921.70	$ 401,576.08	$ 438,481.69
Subconsultant Budgeted Total			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Actual/Proposed Subconsultants			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Budgeted Total			$ 36,905.61	$ 85,421.59	$ 131,738.98	$ 178,056.37	$ 226,572.35	$ 272,889.74	$ 319,207.13	$ 369,921.70	$ 401,576.08	$ 438,481.69
Actual/Proposed Total			$ 36,905.61	$ 85,421.59	$ 131,738.98	$ 178,056.37	$ 226,572.35	$ 272,889.74	$ 319,207.13	$ 369,921.70	$ 401,576.08	$ 438,481.69
Actual/Proposed Percent of Project			8.42%	19.48%	30.04%	40.61%	51.67%	62.24%	72.80%	84.36%	91.58%	100.00%
Project Total Difference - Overall Project Over/Under (From Total NTP)			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

TOTALS	
23.0	Months
590	Working Days
$ 1,899.00	Regular Hours
$ 302.00	Overtime Hours
$ 437,011.69	Budget Salary Cost
$ 437,011.69	Actual/Projected Salary Cost
$ 437,011.69	Cumulative Budget Salary Cost
$ 437,011.69	Cumulative Actual/Projected Salary Cost
$ 1,899.00	Regular Hours
$ 302.00	Overtime Hours
$ 437,011.69	Budget Salary Cost
$ 437,011.69	Actual/Projected Salary Cost
$ 1,899.00	Regular Hours
$ 302.00	Overtime Hours
$437,011.69	Budget Salary Cost
$437,011.69	Actual/Projected Salary Cost
$ 1,470.00	Budget Expense Costs (mileage)
$ 1,470.00	Actual/Projected Expense Costs (mileage)
$ -	Monthly Difference
$ 1,470.00	Budget Expense Costs (mileage)
$ 1,470.00	Actual/Projected Expense Costs (mileage)
$ -	Difference
$ 437,011.69	Actual/Proposed Labor
$ 1,470.00	Actual/Proposed Expenses
$ 438,481.69	Actual/Proposed Total
$ -	Lochgroup Monthly Difference - Overall Project Over/Under
$ 353,060.10	Lochgroup Budgeted Labor & Expenses
$ 353,060.10	Actual/Proposed Lochgroup
$ -	Subconsultant Budgeted Total
$ -	Actual/Proposed Subconsultants
$ 353,060.10	Budgeted Total
$ 353,060.10	Actual/Proposed Total
$ -	Project Total Monthly Difference - Overall Project Over/Under
$ 438,481.69	Lochgroup Budgeted Labor & Expenses
$ 438,481.69	Lochgroup Actual/Proposed Labor & Expenses
$ -	Subconsultant Budgeted Total
$ -	Actual/Proposed Subconsultants
$ 438,481.69	Budgeted Total
$ 438,481.69	Actual/Proposed Total
100.00%	Actual/Proposed Percent of Project
$ -	Project Total Difference - Overall Project Over/Under (From Total NTP)

Mileage

				Jobsite Miles
	Lochgroup Construction Engineer/RPR			
2025	10.00 Months	20 Trips/month	15 miles/trip	3,000 miles
2026	0.00 Months	20 Trips/month	15 miles/trip	0 miles
2027	0.00 Months	20 Trips/month	10 miles/trip	0 miles
				3,000 miles
	Lochgroup Inspector #1			
2025	0.00 Months	20 Trips/month	15 miles/trip	0 miles
2026	0.00 Months	20 Trips/month	15 miles/trip	0 miles
2027	0.00 Months	20 Trips/month	15 miles/trip	0 miles
	Lochgroup Inspector #1			0 miles
	Lochgroup Inspector #2			
2025	0.00 Months	20 Trips/month	15 miles/trip	0 miles
2026	0.00 Months	20 Trips/month	15 miles/trip	0 miles
2027	0.00 Months	20 Trips/month	10 miles/trip	0 miles
	Lochgroup Inspector #2			0 miles
	Lochgroup Inspector #3			
2025	0.00 Months	20 Trips/month	15 miles/trip	0 miles
2026	0.00 Months	20 Trips/month	15 miles/trip	0 miles
2027	0.00 Months	20 Trips/month	15 miles/trip	0 miles
	Lochgroup Inspector #3			0 miles
			Total Project Mileage:	3,000 miles
			Mileage Rate:	$0.49 per mile

Total Mileage Cost: $1,470.00

Estimate is based on a sixteen (16) calendar month project with full-time inspection. Mileage estimates per day are based on the estimated mileage required on the jobsite. An estimated 10 miles per day have been added to the Resident Project Engineer and Project Inspector(s) for mileage driven on the jobsite and between projects. The Resident Project Engineer and all other supporting staff live within Marion and the surrounding Counties and will commute to the project site on a daily basis as needed. All mileage on the project site and to other destinations as required by the project (i.e. to the Owner's Office, etc.) will be conducted by private vehicles and will be reimbursed at the rate of $0.49 per mile.

Direct Cost Summary: $1,470.00

CONTRACT

THIS CONTRACT is made and entered into _________ ___, 2025, by and between the City of Westfield, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to furnish services to the City of Westfield on an as needed basis; and

WHEREAS, the CONSULTANT has expressed a willingness to provide services on an as needed basis;

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

Section 1 Services by CONSULTANT

1.1 The services to be provided by the CONSULTANT under this Contract are as set out in Appendix "A", attached to this Contract, and made an integral part hereof.

Section 2 Information and Services to be Furnished by the LOCAL PUBLIC AGENCY

2.1 The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Contract, and made an integral part hereof.

Section 3 Schedule and Notice to Proceed

3.1 The CONSULTANT shall begin the work under this Contract on January 1, 2025.

Section 4 Compensation

4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "C", attached to this Contract, and made an integral part hereof.

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing, Suite 201, Indianapolis, Indiana 46240.

5.2 Employment

During the period of this Contract, the CONSULTANT shall not engage on this project on a full or part time or other basis any professional of technical personnel who are or have been at any time during the period of this Contract in the employ of the LOCAL PUBLIC AGENCY except regularly retired employees.

5.3 Covenant Against Contingent Fees

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Contract without liability, or, at its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.4 Subletting and Assignment of Contract

No portion of the work under this Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY . Consent to sublet, assign or otherwise dispose of any portion of the work under this Contract shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract. A subcontractor shall not subcontract any portion of its work under this Contract.

5.5 Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in their possession and any such loss or damage shall be restored at their expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

5.6 Access to Records

The CONSULTANT and their subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Contract and for three years from the date of final payment under the terms of this Contract, for inspection by the LOCAL PUBLIC AGENCY and copies shall be furnished if requested.

5.7 Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that they will comply with any and all Local, State, and Federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract.

5.8 Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent.

5.9 Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The CONSULTANT shall send notice of claims related to work under this Contract to the LOCAL PUBLIC AGENCY.

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Contract, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Contract and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

(A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Contract shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.

(B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than $100,000.00 for each person, including death at any time resulting therefrom, and not less than $300,000.00 in any one accident, and not less than $100,000.00 for all damages arising out of injury to or destruction of property.

(C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than $100,000.00 for each person, including death at any time resulting therefrom, and not less than $300,000.00 in any one accident, and not less than $100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

5.11 <u>Changes in Work</u>

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time of performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, it being understood, however, the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any or its rights herein.

5.13 Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Contract upon written notice.

(A) If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY . The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be a made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis.

(B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times herein - before specified, or within such further extension or extensions or time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Contract, then the Contract is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

(C) In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY . In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

5.14 Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds their successors, executors, administrators and assignees, to the other party of this Contract and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Contract. Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Contract without the consent of the other.

5.15 Supplements

This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

5.16 Non-Discrimination

CONSULTANT agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

5.17 E-Verify

Pursuant to Ind. Code § 22-5-1.7-11, CONSULTANT, by entering into this Contract with LOCAL PUBLIC AGENCY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. CONSULTANT is not required to verify the work eligibility status of all of its newly hired employees through the

E-Verify program if the E-Verify program no longer exists. CONSULTANT hereby states that it does not knowingly employ an unauthorized alien. CONSULTANT further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

5.18 Non-Appropriation

The Parties acknowledge that LOCAL PUBLIC AGENCY is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Contract, LOCAL PUBLIC AGENCY'S fiscal body should fail to appropriate sufficient funds to continue this Contract, it will become null and void. LOCAL PUBLIC AGENCY shall not be obligated to perform unless and until sufficient funds are appropriated. LOCAL PUBLIC AGENCY agrees to seek funding for the continuation of this Contract during each budget cycle during the initial term or subsequent term of this Contract. LOCAL PUBLIC AGENCY agrees to inform CONSULTANT in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

5.19 Governing Law and Venue

This Contract shall be governed, construed, and enforced in accordance with laws of the State of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Contract.

5.20 Severability

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

5.21 Counterparts

This Contract may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Contract. Delivery of this Contract may be accomplished by facsimile.

5.22 Headings

The headings of this Contract are for reference only, and shall not limit or otherwise affect the terms or provisions of this Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract.

A&F ENGINEERING CO., LLC.

BY______________________________
Steven J. Fehribach, P.E.
President

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF WESTFIELD, INDIANA

BY______________________________
Member

BY ______________________________
Member

BY ______________________________
Member

Attest:

BY ______________________________
R. Matthew Brown, PE, PTOE
Vice President

Attest:

BY______________________________

APPENDIX "A"

SCOPE OF WORK

1. PROFESSIONAL SERVICES

The following is a list of services that may be included as part of the annual agreement. The agreement is to provide the LOCAL PUBLIC AGENCY of Westfield with Professional Engineering Services on a as needed basis. The items listed below are examples of work previously conducted for LOCAL PUBLIC AGENCIES. These items are conducted on an as needed basis, but the intent is not to cover all intersections or roadways within the LOCAL PUBLIC AGENCY limits.

2. STUDIES

- Speed Studies
- 4-Way Stop Control Studies
- Preliminary Signal Warrant Studies
- Development Traffic Assessments
- Left-Turn Lane Requirement Studies
- Right-Turn Lane Requirement Studies
- Queue Length Studies

3. MISCELLANEOUS

- Pavement Marking Layout
- Pavement Marking Design
- Preliminary Intersection Design
- Review Intersections for Lane Configuration
- 24 Hour Traffic Volume Counts
- Peak Hour Traffic Volumes Counts
- Signal Timing Analysis

4. ADDITIONAL SERVICES

For all design services, a lump sum contract will be provided, if requested.

APPENDIX "B"

INFORMATION & SERVICE TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

1. The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

   A. The LOCAL PUBLIC AGENCY shall designate an employee as the Project Coordinator to coordinate activities between the LOCAL PUBLIC AGENCY and CONSULTANT.

   B. Compensate the CONSULTANT for their services.

APPENDIX "C"

COMPENSATION

1. Amount of Payment

   A. Not to Exceed Fee:
   This Contract shall be a task-based not to exceed contract. A lump sum fee will be provided for assigned tasks based on the hourly rates below with the total cost of all tasks performed not exceeding the $20,000.00 not to exceed amount unless this contract is modified by the LOCAL PUBLIC AGENCY.

Principal	$300.00
Vice President	$295.00
Project Manager	$255.00
Transportation Engineer	$185.00
Traffic Engineer	$165.00
CADD Technician	$140.00
Inspector	$125.00
Data Collector	$125.00
Administrative	$100.00

Standard Form of Agreement Between Client and Consultant

AGREEMENT made as of the ___21st day of June in the year 2024
(In words, indicate day, month and year)

BETWEEN the Client:
(Name, address and other information)

Jenell Fairman
Director of Economic Development
2728 171st Street,
Westfield IN 46074
317-663-9530
jfairman@westfield.in.gov

and the Consultant:

J.S. Held
48 Wall Street
New York, NY 10043
Tele: 212-952-5000

With a copy to:

J.S. Held LLC
50 Jericho Quadrangle, Suite 117
Jericho, NY 11753
Attn: CEO

For the following Project:
(Name, location and detailed description)

Union Square Garage, Westfield Indiana 46074

Owners Representative services for the completion of construction and the integration of an operator for the 300+ space garage as part of a larger multi-use development.

TABLE OF ARTICLES

TABLE OF EXHIBITS

ARTICLE 1 RESPONSIBILITIES OF THE PARTIES
§ 1.1 The parties shall cooperate with one another to fulfill their respective obligations under this Agreement and shall endeavor to maintain good working relationships among all members of the Project Team.

§ 1.2 CLIENT RESPONSIBILITIES
§ 1.2.1 The Client's Designated Representatives, ***Jenell Fairman and Matt Deck***, are authorized to act on the Client's behalf with respect to the Project.

§ 1.2.2 To facilitate Consultant's services, the Client shall provide full and timely information regarding requirements for and limitations on the Project and shall render necessary decisions, if any, in a timely manner to avoid delay in the Consultant's performance of its services.

§ 1.2.3 To the extent Consultant's services as identified in Exhibit A relate to, or require an understanding of project budget status, Client provide written information to the Consultant regarding overall budget for the Project, including, but not limited to that portion allocated to the Cost of the Work. Client should timely provide information regarding project budget updates.

§ 1.2.4 Client shall be solely responsible to furnish the materials and the services of other consultants or contractors to bring about completion of the Project, other than those designated as being furnished by the Consultant in Exhibit A.

§ 1.2.5 Client shall provide prompt written notice to the Consultant if Client becomes aware of any errors, omissions or inconsistencies in the Consultant's services or in the services or information furnished by Client or one of Client's other consultants or contractors. Client's other consultants or contractors shall be qualified professionals, licensed as may be required by applicable law to perform such services in the jurisdiction in which the Project is located.

§ 1.2.6 The Client, its affiliates, subsidiaries, consultants, contractors, and subcontractors shall indemnify, defend, and hold harmless the Consultant for any claims of, or by, it or any other party arising out of, or related to, any actions, inactions, or services provided by Client, Clients other consultants, Client's contractors or Client's design professionals, and further shall require that its other consultants, contractors and design professionals shall indemnify and hold harmless Consultant in the same fashion. Client shall contractually require and ensure that such parties purchase and maintain all necessary insurances, including comprehensive general liability, workers compensation, professional liability insurances, and design/build coverages to address these requirements. The Consultant, its affiliates, subsidiaries, sub-consultants, contractors, and subcontractors shall indemnify, defend, and hold harmless the Client for any claims of, or by, it or any other party arising out of, or related to, any actions, inactions, or services provided by Consultant and Consultant's sub-consultants or contractors, and further shall require that its other contractors and sub-consultants shall indemnify and hold harmless Client in the same fashion.

§ 1.2.7 Client agrees that Consultant, its owners, employees, successors and assignees shall not be liable for any and all claims, liabilities, damages, or other costs, whether arising in contract, by way of statute, or tort regardless of the venue or jurisdiction and including, without limitation, attorney's fees and expenses, incurred or suffered by reason of, or in any way relating to, this Project, other than such claims, liabilities, damages, or other costs that are judicially determined to be caused by Consultant's own negligence, breach of this Agreement, bad faith or willful misconduct.

§ 1.3 CONSULTANT
§ 1.3.1 The Consultant's Designated Representative ***Philip J. Manning*** is authorized to act on the Consultant's behalf with respect to the Project.

§ 1.3.2 The services the Consultant and its sub-consultants shall provide are designated in Exhibit A of this

Agreement. The Consultant shall perform the services designated in Exhibit A in accordance with applicable standards of professional skill and care. Client acknowledges and recognizes that certain of Consultant's personnel may have professional registrations, accreditations, or licenses, including architect or engineer licenses or registrations, but Consultant's services shall not constitute professional design or engineering services and any advice or opinions given will not be construed as such by Client and Client shall not rely upon any actions or inactions on the part of such personnel as being those of a duly licensed professional providing such services.

§ 1.3.3 The Consultant shall submit for Client's approval a schedule for the performance of the Consultant's services, unless already incorporated into Exhibit A, which initially shall be consistent with the time periods established in Exhibit A and which shall be adjusted as necessary as the Project proceeds. In such cases, the budget for Consultant's services outlined in Exhibit A shall be adjusted to reflect any such adjustments.

§ 1.3.4 The Consultant shall maintain the confidentiality of any information specifically designated by the Client in writing as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require similar agreements from its sub-consultants. In the event that Consultant is required to respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request of or legal process for the production of documents and/or testimony relative to this Agreement, the Consultant shall be compensated for all time expended in connection with such response, at our regular rates times 1.5, and to reimburse Consultant for all related out-of-pocket costs (including reasonable outside lawyer fees) incurred.

§ 1.3.5 Except with the Client's knowledge and written consent, which shall not be unreasonably withheld, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

§ 1.3.6 The Consultant shall be entitled to rely on the accuracy, timeliness and completeness of services and information furnished by the Client, Client's contractors, other consultants, or design professionals. The Consultant shall endeavor to provide prompt written notice to the Client if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information; however, Consultant shall not be responsible for any costs of any kind arising out of any such error, omission or inconsistency.

§ 1.3.7 To the extent the Consultant's services, as identified in Exhibit A, include reviewing submittals of Client's contractors, other consultants, or design professionals, the Consultant does not assume responsibility for any aspects of the design or construction performed by the Client's contractors, other consultants, or design professionals.

§ 1.3.8 If the Consultant's services, as identified in Exhibit A, includes receipt of submittals of contractors, other consultants, or design professionals, Client shall require that prior to transmission to the Consultant for the Consultant's review, all Shop Drawings, Product Data, Samples and other submittals shall first be reviewed and approved in writing by the Client's contractor and/or design consultants as conforming to the information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon such approvals by Client's contractors, other consultants, or design professionals.

§ 1.3.9 By performing the services under this Agreement and as set forth in Exhibit A the Consultant does not assume any responsibility for the preparation, adequacy, suitability, performance, quality and completeness of the final design, the design and construction documents, or for the construction of the Work in accordance with the approved final design. The Consultant shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for

Client’s contractors, other consultants, or design professionals’ failure to perform the work in accordance with the requirements of the Contract Documents.

§ 1.3.10 Any services performed by the Consultant during the construction of the Project are undertaken and performed by the Consultant in the sole interest and for the exclusive benefit of Client and in no way establishes any third-party beneficiary status between the Consultant and any other party.

§ 1.3.11 If Exhibit A includes evaluations of the Client’s overall Project budget, budget for the Cost of the Work, preliminary estimates and updated estimates, such evaluations are based on the Consultant's experience and judgment. It is recognized, however, that neither the Consultant nor the Client has control over the cost of labor, materials or equipment, over any contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that any contractor’s proposals or negotiated prices will not vary from the Client’s overall Project budget, budget for the Cost of the Work, or from any evaluation or estimate thereof.

ARTICLE 2 TERMS AND CONDITIONS

§ 2.3 CHANGE IN SERVICES

§ 2.3.1 A change in Services of the Consultant, may be accomplished after execution of this Agreement without invalidating this Agreement if mutually agreed in writing, or if required by circumstances beyond the Consultant's control, or if the Consultant's services are affected as described in Section 2.3.2. In the absence of a mutual agreement in writing before providing such services, the Consultant shall endeavor to notify Client prior to providing such services, or as soon as practicable after commencement of such services; however, if the services were material to Client’s Project interests, then such services shall be considered a change in services. In the case where circumstances allow the parties to mutually agree in writing prior to providing such services, and Client later deems that all or a part of such change in services is not required, Client shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide those services and shall not be liable for any act or omission attributed thereto, and should discontinue their provision. Except for a change adjudicated to be the sole fault of the Consultant, a change in Consultant’s services shall entitle the Consultant to an adjustment in schedule and in compensation pursuant to Sections 4.2-4.4, and to reimbursement for any Reimbursable Expenses described in Section 2.8.2.

§ 2.3.2 To the extent any of the following circumstances affects the Consultant's services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

a) decisions or approvals of Client not rendered in a timely manner;
b) significant change in the Project, including, but not limited to, size, quality, complexity, the schedule, overall budget or budget for the Cost of the Work, or procurement method;
c) failure or lack of performance on the part of Client or the Client’s other contractors, consultants, or design professionals or others retained by Client;
d) reviewing subsequent submittal(s) from the Client’s consultants, contractors, design-builders or others retained by the Client due to the previous submittal's failure to conform to the Contract Documents;
e) preparation for and attendance at a meetings, hearings or other legal proceedings not originally included in the Consultant's scope of services, a dispute resolution proceeding or a legal proceeding except where the Consultant is a party thereto; or
f) change in the services set forth in Exhibit A, requested or agreed to in writing by Client.

§ 2.4 DISPUTE RESOLUTION

§ 2.4.1 If the parties do not resolve their dispute through mediation pursuant to Section 2.4.2, parties shall arbitrate in accordance Section 2.4.3 of this Agreement

§ 2.4.2 MEDIATION

§ 2.4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal, equitable or other proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to conclusion of mediation.

§ 2.4.2.2 Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 2.4.2.3 The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held in the state and county where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 2.4.3 ARBITRATION

§ 2.4.3.1 Claims, disputes and other matters in question between the parties arising out of or related to this Agreement that are not resolved by mediation and which are subject to arbitration pursuant to Section 3.4.1 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. However, the parties agree that unless mutually agreed upon, any such demand will not be administered by the American Arbitration Association.

§ 2.4.3.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would have been barred by the applicable statute of limitations.

§ 2.4.3.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by Client and Consultant and any other person or entity sought to be Joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not: described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 2.4.3.4 The parties shall share the arbitrator's fee and any filing fees equally. The arbitration shall be held in the state and county where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 2.5 CLAIMS FOR CONSEQUENTIAL DAMAGES and ATTORNEY FEES AND COSTS

§ 2.5.1 The Consultant and Client waive all claims consequential damages arising out of or relating to this

Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 2.7.

§ 2.5.2 The Consultant and Client waive any right to claim or be awarded any attorney fees or costs arising out of any disputes related to the Project, or the services provided by the Consultant.

§ 2.6 MISCELLANEOUS PROVISIONS

§ 2.6.1 This Agreement shall be governed by the law of the state and county where the Project is located.

§ 2.6.2 The Consultant and its sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 2.6.3 Subject to the confidentiality requirements of Section 1.3.4, the Consultant shall have the right to include in its promotional and professional materials photographic representations of the Project, copies of its Instruments of Service or any other materials prepared by the Consultant in connection with the Project. The Consultant shall be given reasonable access to the completed Project to make such photographic representations. Client shall provide professional credit to the Consultant in the Client's promotional materials for the Project. The Client shall allow the Consultant job site signage (4'x8') on each visible side of the Project perimeter. The Client shall allow the Consultant to post Project updates on commercially available social networking sites for the purpose of highlighting the Consultant's services performed on the Project.

§ 2.6.4 Client and Consultant, respectively, bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign this Agreement without the written consent of the other, except that Client may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume Client's rights and obligations under this Agreement, and the Consultant shall execute all reasonable consents facilitating such assignment, conditioned upon the Consultant's receipt of all amounts due as provided in this Agreement.

§ 2.6.5 Client shall provide the Consultant with a copy of the executed agreements between the Client and Client's other contractors, consultants, or design professionals.

§ 2.6.6 Client agrees to limit the liability of the Consultant and his or her subconsultants to Client for any and all claims, losses, costs, damages of any nature whatsoever or from any cause or causes that Client makes or incurs, whether arising in tort, contract, or by statute, so that the total aggregate liability of the Consultant and his or her subconsultants to the Client shall not exceed the Consultant's total compensation received (less reimbursables) for services rendered on this Project.

§ 2.6.7 Client shall not solicit or employ any Consultant employees whom provide services to the Client, for this or any Project that the Consultant has provided services on, for a period of one (1) year thereafter the date of last service provided by the Consultant employee to the Client. In the event of a breach of this Section 2.6.7 by Client, either directly or indirectly, within the one (1) year period as stated herein, the Client shall pay to Consultant as liquidated damages, an amount equal to 100% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages. This restriction shall not apply to public solicitations of employment not specifically directed to any individual that an individual may respond to.

§ 2.6.8 Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with Client, Consultant is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program.

Consultant is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Consultant hereby affirms that it does not knowingly employ an unauthorized alien. Consultant further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

§ 2.6.9 Consultant agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

§ 2.7 TERMINATION OR SUSPENSION

§ 2.7.1 If Client fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. Prior to suspension or termination of services, the Consultant shall give seven days' written notice to Client. The Consultant shall have no liability to Client for delay or damage caused to the Client because of such suspension or termination of services. In the event of suspension of services, and before resuming services, the Consultant shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 2.7.2 If Client suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 2.7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 cumulative days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 2.7.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 2.7.5 This Agreement may be terminated by the Client upon not less than seven days' written notice to the Consultant for the Client's convenience and without cause. If Exhibit A defines the billing structure on a flat, lump sum or fixed fee per period, the Consultant shall be paid in full for the entire period in which the termination occurs.

§ 2.7.6 In the event of termination the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and, if this Agreement is terminated by Client without cause, all expenses directly attributable to termination without set off for which the Consultant is not otherwise compensated.

§ 2.8 PAYMENTS TO THE CONSULTANT

§ 2.8.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Consultant's statement of services. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, design-builders or others or on account of the cost of changes to the Work other than those for which the Consultant has been adjudged to be liable.

§ 2.8.2 Reimbursable Expenses are in addition to compensation for the Consultant's services and include expenses incurred by the Consultant and its employees and sub-consultants directly related to the project, as identified in the following sub-sections:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling, and delivery of Consultant Deliverables or other documents or materials;
4. expenses of overtime work requiring higher than regular rates, if authorized in advance by the Client;
5. renderings, models and mockups requested by Client;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by the Consultant and its sub-consultants;
7. reimbursable Expenses as designated herein; and
8. other similar direct Project-related expenditures.

§ 2.8.2.1 Reimbursable Expenses shall be subject to a mark-up of 10% administrative fee.

§2.8.3 Records of Reimbursable Expenses, of expenses pertaining to a Change of Services, and of services performed based on hourly rates shall be available to Client and Client’s authorized representative at mutually convenient times.

ARTICLE 3 SCOPE OF AGREEMENT

§ 3.1 This Agreement represents the entire and integrated agreement between Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Client and Consultant. This Agreement is comprised of the documents listed below:

.1 This Document, Standard Form of Agreement Between Client and Consultant.
.2 Exhibit A: Scope of Services and Fee

ARTICLE 4 COMPENSATION

§ 4.1 Consultant’s fees and expenses are not contingent upon results and the Client agrees to pay all invoices within the terms of this Agreement, regardless of result or status of the Project. For the Consultant's services under this Agreement, compensation shall be as set forth in Exhibit A.

§ 4.1.1 Client understands that the Consultant’s cost budget for services is based upon preliminary Project scope, cost, and scheduling information, and, as such, do not represent a guarantee that Consultant’s services may be performed for such budget. Consultant shall endeavor to timely inform Client should evolving Project conditions indicate a possibility that Consultant’s budget will be exceeded.

§ 4.2 For a Change in Services as described in Section 2.3, the Consultant's compensation shall be adjusted in accordance with Exhibit A or in an equitable manner agreed to in writing by the parties.

§ 4.3 The rates and multiples for services of the Consultant and its sub-consultants as set forth in this Agreement for hourly work, shall be increased by 5% on January 1st of each calendar year.

§ 4.4 Payments are due and payable forty-five (45)) days from the date of the Consultant's invoice.

§ 4.5 All notices under this Agreement, including notices of address change, must be in writing and will be deemed to have been given when sent by (i) registered mail, return receipt requested, or (ii) a nationally recognized overnight delivery service (such as Federal Express), to the appropriate Party at the relevant address first listed above, or to a Party's address as changed in accord with this Section.

This Agreement entered into as of the day and year first written above.

Jenell Fairman
____
CITY OF WESTFIELD, OWNER *(Signature)*

Jenell Fairman, Director of Economic Development

Patrick Bryant
____
J. S. HELD, CONSULTANT *(Signature)*

Patrick Bryant, Associate General Council

DKunce
____
J.S. Held, CONSULTANT *(Signature)*

Deb Kunce, Senior Vice President

May 22, 2024

Jenell Fairman
Director of Economic Development
City of Westfield
2728 171st St.
Westfield, IN 46074

Re: Union Square Garage - Owner's Representation Proposal

Dear Matthew,

Thank you for discussing the opportunity with J. S. Held, LLC. (JSH) to support the Union Square Garage project. JSH is pleased to provide this proposal for Owner's Representative Services for the Construction Administration, of the 300 space Parking structure in the heart of Westfield, Indiana.

JSH has a very diverse background in Owner's Representation, Project Management, Preconstruction, Procurement Management, Project Delivery Selection, Contractor Selection, Scheduling and Estimating services with projects in nearly every market sector. My team and I have significant experience managing Parking Structure and Multi-Family projects for clients that are local, national, or global and pride ourselves on effective communication, a consistent process driven approach and an adaptive management style.

In developing this proposal, we have assumed a similar level of service to what we have provided to owners in this region and market sector. The scope defined below, and related fee should serve as the basis. JSH understands that the roles and responsibilities for its efforts are yet to be defined and thus retains the ability to further refine its scope and level of support for the City of Westfield and the Facilities team to provide the right level of service at the right time!

This proposal is based on an estimated duration of five months to get through construction and project closeout. This proposal is based on a Time and Material basis for the services. The table provided below gives an expected draw schedule.

We look forward to supporting this project for the City of Westfield.

Sincerely,

Philip J. Manning
Director - Owner's Representation / Project Support Services

Debra S. Kunce, FAIA
Senior Vice President

J.S. HELD OWNER'S REPRESENTATION SERVICES

Detailed below is a menu of select services that are appropriate to your project. This is not a comprehensive list of all the services JSH has available to you and your team. JSH understands the fluidity of the development process; the scope of services below is for illustrative purposes. J.S. Held will provide the right service at the right level at the right time!

Construction Phase Services

Construction Administration

- Attend biweekly OAC meeting (meeting minutes by GC)
- Biweekly site and progress review including photographs

Process Management

- Develop/implement project filing/organization system with Owner
- Develop/implement RFI, Submittal and reporting process with Owner
- Process/disseminate COs, RFIs, submittals, other project documents
- Maintain payment and contract files
- Assist with Monthly pay application process

Schedule Management

- Review Project Schedule with input and assistance from Owner and Contractor.
- Monitor construction progress on a regular basis for conformance with the project schedule with emphasis on milestone completion dates, phasing requirements, workflow, materials deliveries, and go-live targets
- Monitor and advise of key submittal issues such as material colors, storage, interface with owner operational requirements or other special issues
- Facilitate discussion regarding the state of the project schedule during progress meetings
- Coordinate and implement with Contractor schedule correction strategies

Budget Management

- Participate in the development and updating of project budgets
- Periodically review change order requests as determined by Owner for validity of request and validity of cost
- Periodically review contractors proposed pay applications as determined by Owner for conformity with schedule requirements and relationship to "earned value"
- Assist with processing agreed upon change orders.

Risk Management

- Be "on call" to address any issues and/or concerns that may arise
- Participate in construction progress meetings
- Facilitate resolution of construction issues and owner concerns
- Provide written documentation of observations and issues
- Monitor quality control procedure adherence on a periodic basis through site visits

- If project parties are not performing in accordance with the contract, meet with the party to investigate a resolution and report to the owner, including alternate plans

Closeout

- Assist in the preparation and review punch lists
- Assist in obtaining all closeout documents (i.e., items related to pay applications, warranties, O&M manuals, record drawings, etc.)

Other Services

- Garage Operations/Operator agreement RFP review and selection support
- Review and advise owner on standards for parking operation in city owned/funded garages
- Other activities as agreed upon

Proposed Fee Schedule

The below is a proposed fee based on our project understanding and in accordance with our intro discussion on 5/20/2024. The fee takes into consideration the Owners existing contracts, agreements, and project status as known at the time of this proposal. It is our expectation that JSH will be supporting the construction and closeout phase of the project. As per the table below the fee schedule is based on a 5-month engagement to complete the Owners Representative support services.

Summary of Fee Structure

1.) **Time will be billed on a Time & Materials Basis based on hourly rate shown below:**
   a. **Director: $165/Hour**
   b. **SVP: $245/Hour**

2.) **Estimate of Total Billings for this Engagement: $ 32,460**
   a. **Estimate of Reimbursable $ 1,500**

Note – If billings are below $35,000 the City of Westfield keeps those dollars.

City of Westfield - Owner's Representation		$ 245.00	$ 165.00		
Period	Phase	DK Hrs/ Mo	PM Hrs/ Mo	Level of Effort/ Mo	Monthly Budget
May-24	Getting up to speed on Project	2	20	22	$ 3,790.00
Jun-24	Project Support w/Focus on Scope/Schedule/Budget	4	60	64	$ 10,880.00
Jul-24	Project Support	4	40	44	$ 7,580.00
Aug-24	Project Support	4	30	34	$ 5,930.00
Sep-24	Project Support	4	20	24	$ 4,280.00
		0		0	$ -
		0		0	$ -
		0		0	$ -
		0		0	$ -
		0		0	$ -
		0		10	$ -
		0		0	$ -
					$ 32,460.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michele Morson	
RSC Insurance Brokerage, Inc. 750 Third Ave 15th Floor New York NY 10017	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: mmorson@risk-strategies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Ins Co	20303
INSURER B : Federal Insurance Co	20281
INSURER C : Pacific Indemnity Ins Co	20346
INSURER D : Ironshore Specialty Insurance Company	25445
INSURER E :	
INSURER F :	

INSURED

J.S. Held, LLC
50 Jericho Quadrangle
Jericho NY 11753

COVERAGES **CERTIFICATE NUMBER:** CL246357447 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Per Loc/Proj. Aggregate:$10MM GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			3605-66-07	06/06/2024	06/06/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73615579	06/06/2024	06/06/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded	$ 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7818-82-60	06/06/2024	06/06/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7177-69-30	06/06/2024	06/06/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Contractors Pollution			ICELLUW00151437	06/06/2023	06/06/2025	Ea. Occurrence	$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is issued as evidence of insurance coverage only.

CERTIFICATE HOLDER	CANCELLATION
City of Westfield 2728 171st Street Westfield IN 46074	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE RSC Insurance Brokerage Inc.

AGENCY CUSTOMER ID: ____________

LOC #: ____________

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
RSC Insurance Brokerage, Inc.		J.S. Held, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

NOTE - The Insured carries the following coverage:

- Maritime Employer's Liability
- Carrier: Miller Insurance Services LLP
- Policy #: B0621MJSHE000324
- Effective: 06/06/2024 - 06/06/2025
- Limit: $1,000,000 any one accident/illness

- Errors & Omissions/Professional Liability
- Carrier: Indian Harbor Insurance Company
- Policy #: MPP 9033960 07
- Effective: 12/31/2023 - 12/31/2024
- Limit: $3,000,000 each claim/aggregate

- Crime Coverage
- Carrier: Everest National Insurance Company
- Policy #: PCIP000276-231
- Effective: 12/1/2023 - 12/1/2024
- Limit: $5,000,000

Consultant Service Modification: #01

ORIGINAL AGREEMENT DATED: 6-21-2024

BETWEEN OWNER: Jenell Fairman – Director of Economic Development
2728 171st Street, Westfield IN 46074
317.663.9530
JFairman@Westfield.in.gov

AND CONSULTANT: J.S. Held, LLC.
Attn: Philip J. Manning
Philip.Manning@JSHeld.com

FOR PROJECT: Union Square Garage, Westfield Indiana – Owners Rep Services

This Agreement is modified as follows:

DATE: 11-25-2024

DESCRIPTION: Extension of Owners Rep. Services for Duration of Project & Closeout/ Integration

DURATION ADJUSTMENT: **N/A**

VALUE ADJUSTMENT: **$39,600.00**

EXHIBITS: **Exhibit A:** Scope Letter Summary

Original Agreement (sum):	$ 32,460.00
Net Adjustment by previously authorized modifications:	$ 0.00
Revised Agreement (sum) prior to this modification:	$ 32,460.00
Net Adjustment by this modification:	**$ 39,600.00**
Current Agreement (sum) including this modification:	$ 72,060.00

Note: Reimbursables adjusted from $1,500 to $6,000 in addition to above

This Agreement is modified as of the day and year noted above:

The parameters of the original Standard Form of Agreement, proposal or contract remain in force with the exception of the items outlined above.

Jenell Fairman
OWNER *(Signature)*

DKunce
CONSULTANT *(Signature)*

Jenell Fairman, Director of Economic Development
(Printed name and title)

Deb Kunce, Sr. Vice President
(Printed name and title)

Exhibit A: Scope Letter Summary

SUMMARY OF ORIGINAL ENGAGEMENT:

JS Held was engaged to provide the City of Westfield Owner's Representation services with the initial focus on:

- Reviewing the project progress
- Identifying any quality concerns
- Executing a monthly review and providing a report to the city
- Monitoring Schedule
- Attend bi-weekly OAC meetings
- Working to assure the City of Westfield is prepared to operate the garage upon completion of the project (Targeted 6/18/2025)

ADDITIONAL SUPPORT PROVIDED UNDER ORIGINAL AGREEMENT:

- Due to the time and material nature of the agreement JSH has been able to extend services through November 2024 in lieu of the anticipated September 2024 as an initial engagement period.
- JSH was also engaged to provide estimating services, as an added service, to confirm the market value of the garage construction costs against the city funds allocated to the project. These costs were absorbed by the original engagement.

SUMMARY OF ANTICIPATED CONTINUED/ADDITIONAL SUPPORT:

- Continuation of project support through August 2025
- Continuation of project walks and monthly reports
- Continued involvement in bi-weekly OAC meetings
- Monitoring Scope and Schedule as it impacts the opening of the garage
- Coordination and support for Operations Agreement
- Support and general coordination with WJE on waterproofing QA/QC.
- Support of City of Westfield operational integration as the project comes to completion
- General Support to the City of Westfield on this project.

City of Westfield - Owner's Representation		$ 245.00	$ 165.00		
Original Contract					
Period	Phase	DK Hrs/ Mo	JSH PM	Level of Effort/ Mo	Monthly Budget
May-24	Getting up to speed on Project	2	20	22	$ 3,790.00
Jun-24	Project Support w/Focus on Scope/Schedule/Budget	4	60	64	$ 10,880.00
Jul-24	Project Support w/Focus on Scope/Schedule/Budget	4	40	44	$ 7,580.00
Aug-24	Project Support	4	30	34	$ 5,930.00
Sep-24	Project Support	4	20	24	$ 4,280.00
				Subtotal	$ 32,460.00
	Reimbursables				$ 1,500.00
	Original Contract Subtotal				$ 33,960.00
Additional Services					
Period	Phase	DK Hrs/ Mo	JSH PM	Level of Effort/ Mo	Monthly Budget
Dec-24	Project Support		20		$ 3,300.00
Jan-24	Project Support		20		$ 3,300.00
Feb-24	Project Support		20		$ 3,300.00
Mar-24	Project Support		20		$ 3,300.00
Apr-24	Project Support		20		$ 3,300.00
May-24	Project Support & Integration Coordination		40		$ 6,600.00
Jun-24	Project Support & Integration Coordination		50		$ 8,250.00
Jul-24	Project Support & Integration Coordination		30		$ 4,950.00
Aug-24	Project Support & Close Out		20		$ 3,300.00
				Subtotal	$ 39,600.00
	Reimbursables				$ 4,500.00
	Additional Services Subtotal				$ 44,100.00
Summary					
	Original Contract Subtotal			Subtotal	$ 32,460.00
	Additional Services Subtotal			Subtotal	$ 39,600.00
				Total	$ 72,060.00
	Reimbursables Total:				$ 6,000.00

Order Form: Q-35783-1
Date: 1/6/2025, 1:15 PM
Expires On: 3/31/2025

Phone: (833) 278-2547
Email: info@publiqsoftware.com

Ship To:
Gina Gubocki
City of Westfield
130 Penn St.
Westfield, Indiana 46074
ggubocki@westfield.in.gov

Bill To:
Westfield, IN AP
City of Westfield
130 Penn St.
Westfield, Indiana 46074
ap@westfield.in.gov

Account Manager	E-mail	Phone Number	Payment Terms
Joe Kochendarfer	joe.kochendarfer@sprbrk.com		Net 30

Print Services Set Up Fees

PRODUCT	RATE	QTY	DISC %	NET PRICE
Template Build Fee - Utility Bill	USD 750.00	3	0.000	USD 2,250.00
			Print Services Set Up Fees Total:	USD 2,250.00

Estimated Total: USD 2,250.00
* excludes applicable sales tax and freight

Note: The postage rates are based on the current US postage rate and are subject to change based on US Postal Service. No postage discounts are given to printing batches of less than 500, current postage rates apply. Frieght charges are not included in the above figures but will be applied when necessary.

Form Build Fee	Bills Per Job		Rate		
$660 Per Template	Min	Max	Per Bill - Includes duplex color invoice, folded, inserted, and mailed.	Optional Inserts	Post Cards
	200	499	$1.32	$0.10	$0.79
	500	999	$1.05	$0.10	$0.71
	1,000	4,999	$0.90	$0.10	$0.63
	5,000	9,999	$0.84	$0.10	$0.58
	10,000+	N/A	$0.78	$0.10	$0.57

Notes:

- Print jobs will be charged at a minimum quantity of 200.
- Pricing is subject to change due to USPS Postage increases or market fluctuations for paper and envelopes.
- Inserts are limited to two per bill due to postal restrictions.
- Prices exclude sales tax.
- Turnaround time is typically two business days from receipt of approved proof.

Order Details

Customer Name:	Westfield, IN - City of
Customer Contact:	Gina Gubocki
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.app.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms Print Services: https://sprbrk.box.com/v/sprbrk-print-services
Term(s):	3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year’s Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

* The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Estimated Time and Material Professional Services, On- Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Term.
Implementation Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.

Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of $15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.

- ***On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.

- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

Special Order Terms

Special Order Terms (if any):

By signing, both parties agree to the terms and conditions set forth in this agreement.

If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

PUBLIQ, LLC, a subsidiary of Springbrook Holding Company, LLC	**City of Westfield**
Signature:________________________	Signature:_________________________
Name (Print):_______________________	Name (Print):_______________________
Title:______________________________	Title:_____________________________
Date:______________________________	Date:______________________________

Purchase Order # (if required)_______________________

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #0000000000000000000089872

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **CITY OF WESTFIELD**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of up to $**1,474,531.05**(the "Grant"), representing **50**% of the eligible costs of the project (the "Project") described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. ch. 8-23-30).

2. Representations and Warranties of the Grantee.
A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy-day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan submitted to Purdue University's Local Technical Assistance Program (LTAP) and made available to the State.

3. Implementation of and Reporting on the Project.
The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code ch. 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 8-23-30, the Grantee agrees to the following:

A. It may use the State funds only for the Project described in **Attachment A**;

B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:

   i. must immediately repay all grant funds provided to the State; and
   ii. may not participate in the grant program during the succeeding calendar year.

C. It shall provide local matching funds equal to not less than **50%** of the total contract amount;

D. Disbursement of grant funds will not be made until the Grantee's submission of the Project Material Bid for Force Account Work or a fully executed contract with a contractor;

E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Grant Funds.
A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment of grant funds will be processed only upon receipt of a Notification of Contractor Award and Funding letter and all required documentation.

C. Pursuant to Ind. Code ch. 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee up to **50% of the eligible Project costs based upon the accepted contractor's low bid**. The maximum amount of state funds allocated to the Project shall not exceed $**1,474,531.05**.

D. Pursuant to Ind. Code § 8-23-30, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.
A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq*. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.
A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with**

reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.
A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of $25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N Senate Avenue, Room N758-Legal
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Colette Ritter
Greenfield District
32 South Broadway
Greenfield, Indiana 46140
Email: Critter1@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Westfield
ATTN: Scott Willis
2706 E 171st Street
Westfield, IN 46074
Email: swillis@westfield.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.
A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://secure.in.gov/apps/idoa/contractsearch/

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Westfield

By: ______________________________

Title: ______________________________

Date: ______________________________

Indiana Department of Transportation

By: ______________________________

(for) Kent Abernathy, Commissioner

Date: ______________________________

Electronically Approved by:
Department of Administration

By: (for) Brandon Clifton, Commissioner

Electronically Approved by:
State Budget Agency

By: (for) Lisa Acobert, Director

Approved as to Form and Legality:
Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on August 14, 2024.
FA 24-44

This instrument was prepared by the undersigned attorney:
Kirstie Andersen, #20005-49

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: **2401150**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Pavement Replacement**

Location:

Route Name	**From**	**To**
191ST ST	US 31 535' W	EAST ST (RAB)
191ST ST	US 31 315' W	US 31 300' E
191ST ST	EAST ST	EAST ST 408' E
N EAST ST	191st ST (RAB)	191ST ST 450' N
N EAST ST	NORTH ST	191ST ST (RAB)
N EAST ST	RAB LIMIT	RAB LIMIT
LITTLE EAGLE CREEK AV	SR 32 ~1095' S	166TH ST
161ST ST	OAK RD 430' E	CAREY RD 530' W
CAREY RD	146TH ST	151ST ST 300' S
SUSAN CT	E GREYHOUND PASS	TERMINUS
VALLEYVIEW DR	E GREYHOUND PASS	TERMINUS
VALLEY CT	VALLEYVIEW CT	TERMINUS
CYNTHIA CT	E GREYHOUND PASS	TERMINUS
SHOREWAY DR E	E GREYOUND PASS	TERMINUS
SHOREWAY DR E	E GREYHOUND PASS	TERMINUS
SHERRY CT	SHOREWAY EAST DR	TERMINUS
CITATION RD	OAK RIDGE ROAD	E GREYHOUND PASS
CITATION CT	CITATION ROAD	TERMINUS
BELLE FORCH CT	CITATION RD	TERMINUS
GREYHOUND CIR	OAK RIDGE RD	TERMINUS
GOODTIME CT	E GREYHOUND PASS	TERMINUS
STARS PRIDE CT	E GREYHOUND PASS	TERMINUS
COUNTFLEET CT	E GREYHOUND PASS	TERMINUS
BALI HAI CT	COUNTFLEET CT	TERMINUS
DAN PATCH CT	COUNTFLEET CT	TERMINUS
LAKEVILLE XING	169TH ST	STRAUGHN LANE
ORLAND OVERLOOK	LAKEVILLE XING	LAKEVILLE XING
COLFAX LN	LAKEVILLE XING	LAKEVILLE XING

COUNTRYSIDE BLVD	169TH ST	SPRING MILL RD
OLDENBURG CIR	COUNTRYSIDE BLVD	OLDENBURG CIR
MILHOUSEN TRAIL	MARKLEVILLE LN	MARKLEVILLE LN
MARKLEVILLE LN	COUNTRYSIDE BLVD	MILHOUSEN TRL
AMBERLEAF TR	TERMINUS	TERMINUS
TIMBERBROOK RUN	WOOD HOLLOW DRIVE ~135' N	AMBERLEAF TRAIL
WOODHOLLOW CT	TIMBERBROOK RUN	TERMINUS

Application ID: **13947**

A general scope/description of the Project is as follows:

Milling and resurfacing of various roads throughout the City of Westfield that includes full -depth HMA patching and thermoplastic pavement markings. Each road has its own unique solution. The roads in this application are part of the 2025 Resurfacing project and their limits are as follows: Susan Court (E Greyhound Pass to Terminus in Village Farms Subdivision), Valleyview Drive (E Greyhound Pass to Terminus in Village Farms Subdivision), Valley Court (Valleyview Ct to Terminus in Village Farms Subdivision), Shoreway East Court (E Greyhound Pass to Terminus in Village Farms Subdivision), Cynthia Court (E Greyhound Pass to Terminus in Village Farms Subdivision), Shoreway East Drive (E Greyhound Pass to Terminus in Village Farms Subdivision), Sherry Court (Shoreway East Dr to Terminus in Greyhound Pass Subdivision), Citation Road (E Greyhound Pass to Oak Ridge Road in Village Farms Subdivision), Citation Court (Citation Road to Terminus in Village Farms Subdivision), Belle Forch Court (Citation Road to Terminus in Village Farms Subdivision), Greyhound Circle (Oak Ridge Road to Terminus in Village Farms Subdivision), Goodtime Court (E Greyhound Pass to Terminus in Village Farms Subdivision), Stars Pride Court (E Greyhound Pass to Terminus in Village Farms Subdivision), Countfleet Court (E Greyhound Pass to Terminus in Village Farms Subdivision), Bali Hali Court (Countfleet Court to Terminus in Village Farms Subdivision), Dan Patch Court (Countfleet Court to Terminus in Village Farms Subdivision), Lakeville Xing (169th St to Straughn Ln in Countryside Subdivision), Orland Overlook (Lakeville Xing to Lakeville Xing in Countryside Subdivision), Colfax Lane (Lakeville Xing to Lakeville Xing in Countryside Subdivision), Countryside Boulevard (169th St to Spring Mill Road in Countryside Subdivision), Oldenburg Circle (Countryside Blvd to Oldenburg Cir in Countryside Subdivision), Milhousen Trail (Markleville Ln to Markleville Ln in Countryside Subdivision), Markleville Lane (Countryside Blvd to Milhousen Trl in Countryside Subdivision), 191st Street (US 31 ~250? E to East St RAB (excludes US 31 RAB)), 191st St RAB (US 31 ~315? W to US 31 ~300? E), 191st St RAB at East St, 191st St (East St to East St ~480E), East Street (North St to 191st St RAB), East St (191st St RAB to 191st St ~450? N), Little Eagle Creek Avenue (SR 32 ~1095? S to 166th St), Sun Park Drive (SR 32 to 181st St), Carey Road (146th St to 151st St~300? S), Amberleaf Trail (Terminus to Terminus in Timberbrook Run Subdivision), Timberbrook Run (Wood Hollow Dr ~135? N to Amberleaf Trail in Timberbrook Run Subdivision), Wood Hollow Court (Timberbrook Run to Terminus in Timberbrook Run Subdivision).

The maximum amount of state funds allocated to the Project shall not exceed $1,474,531.05.

ATTACHMENT B

AWARD LETTER

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

November 07, 2024

City of Westfield
Scott Willis
2706 E 171st St
Westfield, IN 46074

RE: Community Crossing Matching Grant Fund 2024-2 Award Letter

Dear Scott Willis:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2024-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
13947	$1,474,531.05	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36
TOTAL	**$1,474,531.05**	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Colette Ritter, (317) 233-1481 or critter1@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Kathy Eaton-McKalip

Director of Local Programs
Indiana Department of Transportation

CITY OF
Westfield
INDIANA

Board of Works
Nick Barbknecht
Chuck Lehman
Scott Willis

Clerk Treasurer
Marla Ailor

To: Westfield Board of Public Works & Safety

Date: January 17, 2025

Re: Action Item-Signing Authority

2025 Resurfacing Project

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Director of Public Works, signing authority for the 2025 Resurfacing Project for the not-to-exceed amount of $3,320,000. The bid opening will be held on February 14th, 2025. All bid documents will be reviewed for proper compliance before the acceptance of the lowest, most responsive bidder.

____
Nick Barbknecht

____
Chuck Lehman

____
Scott Willis

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

181st Street and Wheeler Road Roundabout Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 181st Street and Wheeler Road Roundabout Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes roadway re-construction, curbed medians, storm sewers, multi-use path, sidewalk, curb ramps, pavement markings, signing, and lighting.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 181st Street and Wheeler Road Roundabout Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to the scheduling items below. If the schedule is not met by the specified dates below, the corresponding liquidated damages will be assessed per day.

Earliest date to begin work: April 28, 2025, $1,000/day
Earliest date to close the road: May 27, 2025 $2,000/day
Closure timeframe: 45 Calendar Days, $2,000/day
Open to Traffic: August 1, 2025, $2,000/day
Substantially Complete: October 3, 2025, $1,000/day
Contract Completion date: June 4, 2026, $1,000/day

Bidder acknowledges the schedule of this contract (initial): BR

The remainder of this page is intentionally left blank

ITEMIZED PROPOSAL

ITEM	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		CONSTRUCTION ENGINEERING	LS	1.00	$22,000.00	$ 22,000.00
2		MOBILIZATION / DEMOBILIZATION	LS	1.00	$43,509.25	$ 43,509.25
3		CLEARING RIGHT OF WAY	LS	1.00	$ 3,500.00	$ 3,500.00
4		EXCAVATION, COMMON	CYS	1,202.00	$ 44.75	$ 53,789.50
5		BORROW	CYS	2,606.60	$ 6.00	$ 15,639.60
6		STORM WATER MANAGEMENT BUDGET	DOL	20,000.00	$ 1.00	$ 20,000.00
7		STORMWATER MANAGEMENT	LS	1.00	$17,505.10	$ 17,505.10
8		SUBGRADE TREATMENT, TYPE II	SYS	28.00	$ 24.25	$ 679.00
9		SUBGRADE TREATMENT, TYPE III	SYS	381.00	$ 3.75	$ 1,428.75
10		SUBGRADE TREATMENT, TYPE IBC	SYS	9,075.00	$ 13.00	$ 117,975.00
11		STRUCTURE BACKFILL, TYPE 1	CYS	15.00	$ 55.25	$ 828.75
12		GEOGRID, TYPE IB	SYS	28.00	$ 30.00	$ 840.00
13		DENSE GRADED SUBBASE	CYS	5.00	$ 127.75	$ 638.75
14		COMPACTED AGGREGATE, NO. 53	TON	2,190.00	$ 39.00	$ 85,410.00
15		HMA SURFACE, TYPE B	TON	609.00	$ 102.00	$ 62,118.00
16		HMA INTERMEDIATE, TYPE B	TON	1,019.00	$ 98.00	$ 99,862.00
17		HMA BASE, TYPE B	TON	1,586.00	$ 88.75	$ 140,757.50
18		JOINT ADHESIVE, SURFACE	LFT	1,528.00	$ 0.45	$ 687.60
19		JOINT ADHESIVE, INTERMEDIATE	LFT	1,528.00	$ 0.45	$ 687.60
20		LIQUID ASPHALT SEALANT	LFT	1,528.00	$ 0.50	$ 764.00
21		ASPHALT FOR TACK COAT	TON	5.00	$ 1.00	$ 5.00
22		PCCP, 14 IN.	SYS	319.00	$ 175.00	$ 55,825.00
23		PCCP, 8 IN.	SYS	273.00	$ 110.00	$ 30,030.00
24		D-1 CONTRACTION JOINT	LFT	494.00	$ 17.00	$ 8,398.00
25		CURB RAMP, CONCRETE	SYS	53.00	$ 200.00	$ 10,600.00
26		DETECTABLE WARNING SURFACES	SYS	12.00	$ 350.00	$ 4,200.00
27		CURB, CONCRETE	LFT	189.00	$ 47.00	$ 8,883.00

28		CURB AND GUTTER, CONCRETE, TYPE II	LFT	1,626.00	$ 35.00	$ 56,910.00
29		CENTER CURB, D CONCRETE	SYS	1,859.00	$ 135.00	$ 250,965.00
30		CURB, TURNOUT	EACH	7.00	$ 1,200.00	$ 8,400.00
31		CURB AND GUTTER, CONCRETE, TYPE B, MODIFIED	LFT	271.00	$ 61.00	$ 16,531.00
32		PCCP FOR APPROACHES, 9 IN.	SYS	28.00	$ 150.00	$ 4,200.00
33		RIPRAP, REVENTMENT	TON	29.00	$ 67.00	$ 1,943.00
34		GEOTEXTILE FOR RIPRAP TYPE 1A	SYS	21.00	$ 40.00	$ 840.00
35		MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1.00	$ 500.00	$ 500.00
36		MULCHED SEEDING, U	SYS	3,064.00	$ 3.25	$ 9,958.00
37		WATER	KGAL	1.00	$ 550.00	$ 550.00
38		SODDING, NURSERY	SYS	304.00	$ 15.00	$ 4,560.00
39		PIPE, CONCRETE, CIRCULAR, DIAMETER 12 IN.	LFT	16.00	$ 83.61	$ 1,337.76
40		PIPE, CONCRETE, CIRCULAR, DIAMETER, 15 IN.	LFT	66.00	$ 72.73	$ 4,800.18
41		PIPE END SECTION, DIAMETER 12 IN.	EACH	2.00	$ 965.00	$ 1,930.00
42		PIPE END SECTION, DIAMETER 15 IN.	EACH	2.00	$ 1,040.00	$ 2,080.00
43		CASTING, MANHOLE, ADJUST TO GRADE	EACH	4.00	$ 950.00	$ 3,800.00
44		RAOD CLOSURE SIGN ASSEMBLY	EACH	11.00	$ 186.00	$ 2,046.00
45		DETOUR ROUTE MARKER ASSEMBLY	EACH	56.00	$ 147.00	$ 8,232.00
46		CONSTRUCTION SIGN, A	EACH	23.00	$ 203.00	$ 4,669.00
47		CONSTRUCTION SIGN, B	EACH	3.00	$ 61.00	$ 183.00
48		MAINTAINING TRAFFIC	LS	1.00	$25,000.00	$ 25,000.00
49		BARRICADE, III-A	LFT	120.00	$ 10.00	$ 1,200.00

50		BARRICADE, III-B	LFT	276.00	$ 11.00	$ 3,036.00
51		SIGN POST, SQUARE, 1, REINFORCED ANCHOR BASE	LFT	405.00	$ 29.00	$ 11,745.00
52		SIGN, SHEET, WITH LEGEND, 0.080 IN THICKNESS	SFT	165.00	$ 26.00	$ 4,290.00
53		SIGN, SHEET, WITH LEGEND, 0.100 IN THICKNESS	SFT	68.00	$ 28.00	$ 1,904.00
54		SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 30 FT, RELOCATE	EACH	1.00	$ 3,000.00	$ 3,000.00
55		SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, TYPE A	EACH	1.00	$ 7,800.00	$ 7,800.00
56		CONDUIT, HDPE SCHEDULE 80, 3 IN.	LFT	150.00	$ 29.00	$ 4,350.00
57		HANDHOLE, LIGHTING	EACH	3.00	$ 1,500.00	$ 4,500.00
58		LUMINAIRE, ORNAMENTAL	EACH	8.00	$ 1,500.00	$ 12,000.00
59		LIGHT POLE, ORNAMENTAL	EACH	8.00	$ 7,700.00	$ 61,600.00
60		CONDUIT, HDPE SCHEDULE 80, 2 IN.	LFT	212.00	$ 25.00	$ 5,300.00
61		WIRE, NO.4, COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	LFT	792.00	$ 20.00	$ 15,840.00
62		LIGHTING FOUNDATION, CONVENTIONAL POLE, CONCRETE WITH GROUNDING	EACH	8.00	$ 2,000.00	$ 16,000.00
63		CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C COPPER	LFT	736.00	$ 1.50	$ 1,104.00
64		CONNECTOR KIT, UNFUSED	EACH	9.00	$ 50.00	$ 450.00
65		CONNECTOR KIT, FUSED	SFT	9.00	$ 50.00	$ 450.00
66		MULTIPLE COMPRESSION FITTING, NONWATERPROOFED	EACH	15.00	$ 30.00	$ 450.00
67		MULTIPLE COMPRESSION FITTING, WATERPROOFED	EACH	8.00	$ 55.00	$ 440.00
68		INSULATION LINK, NONWATERPROOFED	EACH	22.00	$ 30.00	$ 660.00
69		INSULATION LINK, WATERPROOFED	EACH	12.00	$ 55.00	$ 660.00
70		PAVEMENT MESSAGE MARKING,	EACH	2.00	$ 331.00	$ 662.00

		THERMOPLASTIC, BIKE SYMBOL			$ -	$ -
71		TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	240.00	$ 8.27	$ 1,984.80
72		LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	139.00	$ 2.65	$ 368.35
73		LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	1,522.00	$ 0.98	$ 1,491.56
74		RETRO-REFLECTIVITY TESTING	LS	1.00	$ 500.00	$ 500.00
75		TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 18 IN.	LFT	86.00	$ 19.87	$ 1,708.82
76		LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	2,805.00	$ 0.97	$ 2,720.85
77		TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 8 IN.	LFT	153.00	$ 2.76	$ 422.28
78		PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EACH	17.00	$ 198.00	$ 3,366.00
					Total	$ 1,386,000.00

Base Bid Amount in words for 181st Street and Wheeler Road Project:

One Million three hundred eighty-six thousand Dollars and 00 /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of sixty nine thousand three hundred dollars and zero cents Dollars ($69,300.00), which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 **is hereby acknowledged.**

Respectfully submitted,

Calumet Civil Contractors, Inc.
Contractor
(Individual___) (Partnership___)
or (Corporation X_)

By

Title Brad Rader, President

Address 4898 Fieldstone Drive
Whitestown, IN 46075

Dated:

December 19, 20 24

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

LIST OF SUPPLIERS / SUBCONTRACTORS

181st and Wheeler Road Roundabout Project

CITY OF WESTFIELD, INDIANA

Subtrade	Proposed Subcontractor	Address
hauling	cmg trucking	indianapolis
MOT	Indiana sign and Barricade	indianapolis
asphalt	Milestone	indianapolis
engineering	ces	Indianapolis
concrete	shelby materials	Westfield
stormwater inspection	Elts consulting	Greenwood
aggregate	Martin Marietta	Indianapolis
electric	Midwestern electric	Indianapolis
seed sod	Roudebush grading	Noblesville

The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self-performed and label as such.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the 22nd day of January 2025, by and between City of Westfield ("Contracting Party") and Calumet Civil Contractors, Inc. ("Vendor").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

A. **Basic Terms**. This Vendor Contract is on the following basic terms and conditions:

(a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).

(b) Location: Intersection of 181st Street and Wheeler Road, Westfield, Indiana 46074 (the "City Property")

(c) Date by which the Services shall be completed: To start April 28th, 2025 and complete by June 4th, 2026 (the "Completion Date").

(d) Purchase Price: One Million Three Hundred Eighty-Six Thousand Dollars and 00/100, $1,386,000.00 (see Proposal dated December 19, 2024 - Exhibit B).

(e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:

a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.

b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.

(f) The Contract Documents include:

a. This Goods and Services agreement
b. "Contract and Specifications for "181st Street and Wheeler Road Roundabout" dated December 2, 2024 inclusive of all sections and appendixes.

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(g) Addresses:

If to Contracting Party (other than Invoices):	Invoice Address:
City of Westfield Department of Public Works Attn: Michael Pearce 2706 East 171st Street Westfield, Indiana 46074	mpearce@westfield.in.gov w/ CC to ap@westfield.in.gov or City of Westfield Attn: Accounts Payable 2728 East 171st Street Westfield, Indiana 46074

If to Vendor:

Calumet Civil Contractors, Inc.
4898 Fieldstone Drive
Whitestown, IN, 46075

B. **Contract Terms and Conditions**. This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment**. No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract Documents**. Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE**: Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE**: Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes

shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE**: The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS**: All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE**: Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS**: Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and

hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT**: In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY**: Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION**:

(a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	$1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limits.
Commercial General Liability (CG0001), including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be	$1,000,000 Per Occurrence and $2,000,000 General Aggregate.

arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
Commercial Automobile Liability, including Owned, Non-Owned and Hired Car coverages.	$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

(b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.

(c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.

(d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.

(e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: $1,000,000 per claim and $1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

(f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION:** all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or

expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT**: Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY**: If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE**: Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT**: This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE**: The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE**: The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ('other immigration laws") and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the City of Westfield as a result of the Vendor's failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

27. **E-VERIFY:** Pursuant to Ind. Code § 22-5-1.7-11, VENDOR, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. VENDOR is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. VENDOR hereby states that it does not knowingly employ an

unauthorized alien. VENDOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

28. **NON-DISCRIMINATION:** VENDOR agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

EXECUTED this _______ day of __________________, 2025.

Contracting Party:	Vendor:
City of Westfield 2728 East 171st Street Westfield, Indiana 46074	Calumet Civil Contractors, Inc. 4898 Fieldstone Drive Whitestown, IN, 46075
______________________________ Signature	______________________________ Signature
______________________________ Printed Name	______________________________ Printed Name
______________________________ Title	______________________________ Title
______________________________ Date	______________________________ Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ❑ General: Vendor/Contractor ("Contractor") shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ❑ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ❑ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ❑ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ❑ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City's representative. Coordinate work activities in advance.
- ❑ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee's name visible to determine their site permissions.
- ❑ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ❑ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ❑ Perform work with least possible disturbance to occupants of existing facilities.
- ❑ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ❑ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ❑ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ❑ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.

- The site use plan shall include but not be limited to the following items:

    - Material storage areas (identify material and ownership).
    - Equipment compounds.
    - Temporary utilities required
    - Trash and waste containers required for environmental disposal of waste.
    - Any other specific items requiring coordination with the City, Project partners or other trade contractors.

- Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.

- Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.

- At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.

- At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.

- The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.

- Normal working hours and days are defined as:
    - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
    - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
    - No work shall be performed on days of normal observance of the following holidays:
        - New Year's Day
        - Memorial Day
        - Independence Day
        - Labor Day
        - Thanksgiving Day and the Friday following
        - Christmas Day

- Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.

- Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.

- The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.

- In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.

- The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.

- Refrain from contact with the general public. When this cannot be avoided, Contractor’s and the subcontractor’s employees are to be courteous at all times.

- Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.

- Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.

- No radios, other than two-way communication type, will be allowed on the Project site.

- Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.

- Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.

- Use of any controlled substances on City’s property is not permitted.

- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.

- ❑ Personal vehicles are to remain in provided parking areas.

- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.

- ❑ For Construction LOADING AND UNLOADING ONLY:

    - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.

    - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.

- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.

- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.

- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.

- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.

- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.

- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.

- Truck staging is not allowed on any City street surrounding the Project.

- Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.

- It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- Provide temporary traffic control barriers to ensure safety of all persons and property.

- Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.

- Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.

- Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.

- When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.

- No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6’ by 4’ (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked

- Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

- Project Specific Signage:

  - ALL signage shall be as approved by the City and the authority having jurisdiction.

  - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.

  - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.

- Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.

- The City of Westfield is a “Safe City”. Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.

- Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.

- Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.

- Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.

- Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.

- The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated 12/19/2024

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

181st Street and Wheeler Road Roundabout Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 181st Street and Wheeler Road Roundabout Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes roadway re-construction, curbed medians, storm sewers, multi-use path, sidewalk, curb ramps, pavement markings, signing, and lighting.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 181st Street and Wheeler Road Roundabout Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to the scheduling items below. If the schedule is not met by the specified dates below, the corresponding liquidated damages will be assessed per day.

Earliest date to begin work: April 28, 2025, $1,000/day
Earliest date to close the road: May 27, 2025 $2,000/day
Closure timeframe: 45 Calendar Days, $2,000/day
Open to Traffic: August 1, 2025, $2,000/day
Substantially Complete: October 3, 2025, $1,000/day
Contract Completion date: June 4, 2026, $1,000/day

Bidder acknowledges the schedule of this contract (initial): BR

The remainder of this page is intentionally left blank

ITEMIZED PROPOSAL

ITEM	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		CONSTRUCTION ENGINEERING	LS	1.00	$22,000.00	$ 22,000.00
2		MOBILIZATION / DEMOBILIZATION	LS	1.00	$43,509.25	$ 43,509.25
3		CLEARING RIGHT OF WAY	LS	1.00	$ 3,500.00	$ 3,500.00
4		EXCAVATION, COMMON	CYS	1,202.00	$ 44.75	$ 53,789.50
5		BORROW	CYS	2,606.60	$ 6.00	$ 15,639.60
6		STORM WATER MANAGEMENT BUDGET	DOL	20,000.00	$ 1.00	$ 20,000.00
7		STORMWATER MANAGEMENT	LS	1.00	$17,505.10	$ 17,505.10
8		SUBGRADE TREATMENT, TYPE II	SYS	28.00	$ 24.25	$ 679.00
9		SUBGRADE TREATMENT, TYPE III	SYS	381.00	$ 3.75	$ 1,428.75
10		SUBGRADE TREATMENT, TYPE IBC	SYS	9,075.00	$ 13.00	$ 117,975.00
11		STRUCTURE BACKFILL, TYPE 1	CYS	15.00	$ 55.25	$ 828.75
12		GEOGRID, TYPE IB	SYS	28.00	$ 30.00	$ 840.00
13		DENSE GRADED SUBBASE	CYS	5.00	$ 127.75	$ 638.75
14		COMPACTED AGGREGATE, NO. 53	TON	2,190.00	$ 39.00	$ 85,410.00
15		HMA SURFACE, TYPE B	TON	609.00	$ 102.00	$ 62,118.00
16		HMA INTERMEDIATE, TYPE B	TON	1,019.00	$ 98.00	$ 99,862.00
17		HMA BASE, TYPE B	TON	1,586.00	$ 88.75	$ 140,757.50
18		JOINT ADHESIVE, SURFACE	LFT	1,528.00	$ 0.45	$ 687.60
19		JOINT ADHESIVE, INTERMEDIATE	LFT	1,528.00	$ 0.45	$ 687.60
20		LIQUID ASPHALT SEALANT	LFT	1,528.00	$ 0.50	$ 764.00
21		ASPHALT FOR TACK COAT	TON	5.00	$ 1.00	$ 5.00
22		PCCP, 14 IN.	SYS	319.00	$ 175.00	$ 55,825.00
23		PCCP, 8 IN.	SYS	273.00	$ 110.00	$ 30,030.00
24		D-1 CONTRACTION JOINT	LFT	494.00	$ 17.00	$ 8,398.00
25		CURB RAMP, CONCRETE	SYS	53.00	$ 200.00	$ 10,600.00
26		DETECTABLE WARNING SURFACES	SYS	12.00	$ 350.00	$ 4,200.00
27		CURB, CONCRETE	LFT	189.00	$ 47.00	$ 8,883.00

28		CURB AND GUTTER, CONCRETE, TYPE II	LFT	1,626.00	$ 35.00	$ 56,910.00
29		CENTER CURB, D CONCRETE	SYS	1,859.00	$ 135.00	$ 250,965.00
30		CURB, TURNOUT	EACH	7.00	$ 1,200.00	$ 8,400.00
31		CURB AND GUTTER, CONCRETE, TYPE B, MODIFIED	LFT	271.00	$ 61.00	$ 16,531.00
32		PCCP FOR APPROACHES, 9 IN.	SYS	28.00	$ 150.00	$ 4,200.00
33		RIPRAP, REVENTMENT	TON	29.00	$ 67.00	$ 1,943.00
34		GEOTEXTILE FOR RIPRAP TYPE 1A	SYS	21.00	$ 40.00	$ 840.00
35		MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1.00	$ 500.00	$ 500.00
36		MULCHED SEEDING, U	SYS	3,064.00	$ 3.25	$ 9,958.00
37		WATER	KGAL	1.00	$ 550.00	$ 550.00
38		SODDING, NURSERY	SYS	304.00	$ 15.00	$ 4,560.00
39		PIPE, CONCRETE, CIRCULAR, DIAMETER 12 IN.	LFT	16.00	$ 83.61	$ 1,337.76
40		PIPE, CONCRETE, CIRCULAR, DIAMETER, 15 IN.	LFT	66.00	$ 72.73	$ 4,800.18
41		PIPE END SECTION, DIAMETER 12 IN.	EACH	2.00	$ 965.00	$ 1,930.00
42		PIPE END SECTION, DIAMETER 15 IN.	EACH	2.00	$ 1,040.00	$ 2,080.00
43		CASTING, MANHOLE, ADJUST TO GRADE	EACH	4.00	$ 950.00	$ 3,800.00
44		RAOD CLOSURE SIGN ASSEMBLY	EACH	11.00	$ 186.00	$ 2,046.00
45		DETOUR ROUTE MARKER ASSEMBLY	EACH	56.00	$ 147.00	$ 8,232.00
46		CONSTRUCTION SIGN, A	EACH	23.00	$ 203.00	$ 4,669.00
47		CONSTRUCTION SIGN, B	EACH	3.00	$ 61.00	$ 183.00
48		MAINTAINING TRAFFIC	LS	1.00	$25,000.00	$ 25,000.00
49		BARRICADE, III-A	LFT	120.00	$ 10.00	$ 1,200.00

50		BARRICADE, III-B	LFT	276.00	$ 11.00	$ 3,036.00
51		SIGN POST, SQUARE, 1, REINFORCED ANCHOR BASE	LFT	405.00	$ 29.00	$ 11,745.00
52		SIGN, SHEET, WITH LEGEND, 0.080 IN THICKNESS	SFT	165.00	$ 26.00	$ 4,290.00
53		SIGN, SHEET, WITH LEGEND, 0.100 IN THICKNESS	SFT	68.00	$ 28.00	$ 1,904.00
54		SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 30 FT, RELOCATE	EACH	1.00	$ 3,000.00	$ 3,000.00
55		SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, TYPE A	EACH	1.00	$ 7,800.00	$ 7,800.00
56		CONDUIT, HDPE SCHEDULE 80, 3 IN.	LFT	150.00	$ 29.00	$ 4,350.00
57		HANDHOLE, LIGHTING	EACH	3.00	$ 1,500.00	$ 4,500.00
58		LUMINAIRE, ORNAMENTAL	EACH	8.00	$ 1,500.00	$ 12,000.00
59		LIGHT POLE, ORNAMENTAL	EACH	8.00	$ 7,700.00	$ 61,600.00
60		CONDUIT, HDPE SCHEDULE 80, 2 IN.	LFT	212.00	$ 25.00	$ 5,300.00
61		WIRE, NO.4, COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	LFT	792.00	$ 20.00	$ 15,840.00
62		LIGHTING FOUNDATION, CONVENTIONAL POLE, CONCRETE WITH GROUNDING	EACH	8.00	$ 2,000.00	$ 16,000.00
63		CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C COPPER	LFT	736.00	$ 1.50	$ 1,104.00
64		CONNECTOR KIT, UNFUSED	EACH	9.00	$ 50.00	$ 450.00
65		CONNECTOR KIT, FUSED	SFT	9.00	$ 50.00	$ 450.00
66		MULTIPLE COMPRESSION FITTING, NONWATERPROOFED	EACH	15.00	$ 30.00	$ 450.00
67		MULTIPLE COMPRESSION FITTING, WATERPROOFED	EACH	8.00	$ 55.00	$ 440.00
68		INSULATION LINK, NONWATERPROOFED	EACH	22.00	$ 30.00	$ 660.00
69		INSULATION LINK, WATERPROOFED	EACH	12.00	$ 55.00	$ 660.00
70		PAVEMENT MESSAGE MARKING,	EACH	2.00	$ 331.00	$ 662.00

		THERMOPLASTIC, BIKE SYMBOL			$ -	$ -
71		TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	240.00	$ 8.27	$ 1,984.80
72		LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	139.00	$ 2.65	$ 368.35
73		LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	1,522.00	$ 0.98	$ 1,491.56
74		RETRO-REFLECTIVITY TESTING	LS	1.00	$ 500.00	$ 500.00
75		TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 18 IN.	LFT	86.00	$ 19.87	$ 1,708.82
76		LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	2,805.00	$ 0.97	$ 2,720.85
77		TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 8 IN.	LFT	153.00	$ 2.76	$ 422.28
78		PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EACH	17.00	$ 198.00	$ 3,366.00
					Total	$ 1,386,000.00

Base Bid Amount in words for 181st Street and Wheeler Road Project:

One Million three hundred eighty-six thousand Dollars and 00 /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of sixty nine thousand three hundred dollars and zero cents Dollars ($69,300.00), which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 **is hereby acknowledged.**

Respectfully submitted,

Calumet Civil Contractors, Inc.
Contractor
(Individual___) (Partnership___)
or (Corporation X)

By

Title Brad Rader, President

Dated:

Address 4898 Fieldstone Drive

December 19, 20 24

Whitestown, IN 46075

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

LIST OF SUPPLIERS / SUBCONTRACTORS

181st and Wheeler Road Roundabout Project

CITY OF WESTFIELD, INDIANA

Subtrade	Proposed Subcontractor	Address
hauling	cmg trucking	indianapolis
MOT	Indiana sign and Barricade	indianapolis
asphalt	Milestone	indianapolis
engineering	ces	Indianapolis
concrete	shelby materials	Westfield
stormwater inspection	Elts consulting	Greenwood
aggregate	Martin Marietta	Indianapolis
electric	Midwestern electric	Indianapolis
seed sod	Roudebush grading	Noblesville

The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self-performed and label as such.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

Attachment 1

Intentionally Left Blank

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 181st Street and Wheeler Road Roundabout

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the "City" is in the process of construction work on the 181st Street and Wheeler Road Roundabout project, hereinafter referred to as the "Project";

WHEREAS, Calumet Civil Contractors, Inc., hereinafter referred to as the "Vendor", is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

______________________________	______________________________
Signature:	Signature:
______________________________	______________________________
Printed Name:	Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF :

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Calumet Civil Contractors, Inc., the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this ________ day of _______________________________, 20__

____

Signature

____

Printed Name

My Commission expires _________________________________

I am a resident of ______________________________________ County.

CITY OF WESTFIELD BY:

____

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared ___________________________, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _______ day of _______________________________, 20__

____

Signature

____

Printed Name

My Commission expires _________________________________

I am a resident of ______________________________________ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.

Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
2706 East 171st Street
Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	181st Street and Wheeler Road Roundabout
Westfield Project Number:	2210090
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	
Vendor Name:	Calumet Civil Contractors, Inc.

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 $\pm$ 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

RESOLUTION NO. #25-100 2025

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY REGARDING AN INTERGOVERNMENTAL TRANSFER OF REAL PROPERTY INTEREST

WHEREAS, the City of Westfield, Indiana (the "City") is an Indiana municipal corporation;

WHEREAS, the Board of Public Works and Safety (the "Board") of the City holds real property of the City pursuant to Ind. Code § 36-9-6-3 and is authorized to transfer such property to another governmental entity pursuant to Ind. Code § 36-1-11-8;

WHEREAS, the City of Westfield Redevelopment Commission (the "Commission") is a governmental entity created and authorized to administer certain redevelopment activities within the City;

WHEREAS, the City owns the real estate commonly known as 120 Camilla Court in Westfield, Indiana, further described in ***Exhibit A*** hereto (the "Real Estate");

WHEREAS, the City has determined that it is now in the best interests of the Commission and the City to transfer the Real Estate to the Commission under the terms and conditions set forth herein, as authorized by Ind. Code § 36-7-14-12.2 and other applicable law;

WHEREAS, the Commission has determined that it is now in the best interests of the Commission to acquire the Real Estate under the terms and conditions set forth herein, as authorized by Ind. Code § 36-7-14-12.2 and other applicable law;

WHEREAS, Ind. Code § 36-1-11-8 authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by each entity; and

WHEREAS, the Commission has adopted a substantially identical resolution accepting the Board's transfer of the Real Estate from the City to the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Westfield that:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. The City will transfer the Real Estate to the Commission subject to the following provision:

a. The transfer of the Real Estate shall be by limited warranty deed and the City shall execute all other usual and customary conveyance documents.

Section 3. The parties shall take all steps necessary to effect the transfer of the Real Estate from the City to the Commission as provided herein. Such transfer shall take place at a time and date mutually agreed upon by the City and the Commission.

Section 4. The City will execute and deliver such other agreements, instruments, certificates, and other documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the transfer of the Real Estate.

Section 5. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the City shall be in a form approved by, and satisfactory to, the Board President and the Mayor, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the Board President and/or Mayor.

Section 6. The Board President and Mayor are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the City. In the absence of the Board President and/or Mayor, the Deputy Mayor shall be authorized to execute and deliver any or all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the City. The Board members, Mayor, Deputy Mayor, and Clerk-Treasurer are further authorized to take all other lawful actions necessary in connection with the transfer of the Real Estate and the other matters contemplated by this Resolution. A designee of the Commission shall record the limited warranty deed in the Office of the Recorder of Hamilton County, Indiana.

Section 7. This Resolution is effective upon passage.

ADOPTED and PASSED this _____ day of January, 2025.

BOARD OF PUBLIC WORKS AND SAFETY,
CITY OF WESTFIELD, INDIANA

____
Member

____
Member

____
Member

Attest:______________________

EXHIBIT A

Lots Number Eleven (11) and Twelve (12) in Newby's First Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, page 63 in the Office of the Recorder of Hamilton County, Indiana.

ALSO: Out Lot "A" in Newby's Westfield Heights Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, pages 112-113 in the Office of the Recorder of Hamilton County, Indiana, EXCEPT: That portion of the following described real estate which falls within said Out Lot "A", to-wit: A part of the southeast quarter of Section 36, Township 19 North, Range 3 East and described as follows: Beginning at a point 16 feet West and 42 feet North of the Southwest comer of Lot 1 in Levi B. Bowman's Addition to the Town of Westfield, Hamilton County, Indiana, and go thence North 40 feet, West 40 feet, South 40 feet; thence East 40 feet to the place of beginning.

ALSO, Out Lot "B" in Newby's Westfield Heights Addition, Second Section, an Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, pages 124 through 127 in the office of the Recorder of Hamilton County, Indiana.

The above-described real estate is subject to the following:
Subject, however, to a 7.5 utility strip along west side of Lots 11 and 12 in Newby's First Addition; a 10 foot drainage and utility easement along the southwesterly side of Out Lot "A" and a 20 foot drainage and utility easement along the westerly side of Out Lot "B" all as shown on the respective plats; subject, also, to a Sewer Line Easement being 50 feet in width for construction purpose and 7.5 feet after said line is constructed on each side of the line, from Mary Ann Leas to the Town of Westfield, dated May 20, 1964, recorded May 22, 1964 in Miscellaneous Record 78, page 145. Subject, also, to the statutory easement for J. M. Thompson Legal Drain as located per records from the Hamilton County Surveyor's Office along the Westerly side of the above- described real estate; subject, further, to all other legal easements and rights-of- way.

RESOLUTION NO. #25-101 2025

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY PROVIDING NOTICE TO ALL ACTIVE MEMBERS OF THE CITY OF WESTFIELD POLICE DEPARTMENT OF MEETING TO ELECT TWO (2) WESTFIELD POLICE DEPARTMENT MERIT COMMISSIONERS

WHEREAS, on August 26, 2024, the Common Council of the City of Westfield ("Council") passed Ordinance 24-59- An Ordinance of the Common Council of the City of Westfield, Indiana Establishing a Merit System for the Westfield Police Department ("Ordinance");

WHEREAS, subsequently, a merit system for the City of Westfield Police Department ("Department") was approved by a majority of the active members of the Department in a referendum, per Ind. Code § 36-8-3.5-3(a);

WHEREAS, the Department merit system will be administered by the Westfield Police Department Merit Commission ("Merit Commission"), pursuant to Ind. Code § 36-8-3.5 *et seq.*;

WHEREAS, pursuant to Ind. Code § 36-8-3.5-6(b) and on or before March 1, 2025, the active members of the Department shall elect two (2) persons to the Merit Commission ("Merit Commissioners"), who must be of different political parties and must meet certain qualifications established in Ind. Code § 36-8-3.5 *et seq.*;

WHEREAS, pursuant to Ind. Code § 36-8-3.5-8, the Board of Public Works and Safety ("Board") must give at least three (3) weeks' notice to all active members of the Department that a meeting will be held to elect two (2) Merit Commissioners; and

WHEREAS, other procedures for holding the meeting may be determined by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Westfield that:

Section 1. The above recitals are incorporated by reference.

Section 2. A meeting of all active members of the Department, to elect two (2) Merit Commissioners pursuant to Ind. Code § 36-8-3.5 *et seq.*, will be held on Wednesday, February 19, 2025, at 2:00 p.m. in the Westfield

Police Department training room- located at 17535 Dartown Road, Westfield. The notice attached hereto as Exhibit "A" shall be posted in prominent places in all stations of the Department and shall also be read during roll call shifts.

Section 3. The Notice of Candidate Submission Procedures, attached hereto as Exhibit "B", is adopted by the Board and shall be posted in prominent places in all stations of the Department.

Section 4. The Board hereby adopts additional procedures, attached hereto as Exhibit "C", for holding the meeting. The procedures shall also be posted in prominent places in all stations of the Department.

Section 5. This Resolution is effective upon passage.

ADOPTED and PASSED this _____ day of January, 2025.

BOARD OF PUBLIC WORKS AND SAFETY,
CITY OF WESTFIELD, INDIANA

____
Member

____
Member

____
Member

Attest: _______________________

NOTICE OF MEETING OF ALL ACTIVE MEMBERS OF THE WESTFIELD POLICE DEPARTMENT TO ELECT TWO (2) WESTFIELD POLICE DEPARTMENT MERIT COMMISSIONERS

DATE: Wednesday, February 19, 2025

TIME: 2:00 p.m.

LOCATION: Westfield Police Department; Training Room; 17535 Dartown Road, Westfield

PURPOSE: To elect two (2) persons as Westfield Police Department Merit Commissioners, pursuant to Ind. Code § 36-8-3.5 *et seq.* and Ordinance 24-59 (An Ordinance of the Common Council of the City of Westfield, Indiana Establishing a Merit System for the Westfield Police Department)

NOTICE OF CANDIDATE SUBMISSION PROCEDURES- WESTFIELD POLICE DEPARTMENT MERIT COMMISSIONERS ELECTED BY ACTIVE MEMBERS OF THE DEPARTMENT

BACKGROUND: On Wednesday, February 19, 2025, at 2:00 p.m., active members of the Westfield Police Department ("Department") will meet to elect two (2) persons to the Westfield Police Department Merit Commission ("Merit Commissioners"). For additional information, please review Ordinance 24-59- An Ordinance of the Common Council of the City of Westfield, Indiana Establishing a Merit System for the Westfield Police Department.

REQUIREMENTS: Pursuant to Ind. Code § 36-8-3.5-6, the following requirements shall apply to each Merit Commissioner, and the two (2) Merit Commissioners elected by the active members of the Department must be of different political parties. Political affiliation shall be determined through the voters' registration records of the three (3) most recent primary elections.

a. Each Merit Commissioner must be: (1) at least twenty-one (21) years of age; (2) of good moral character; and (3) a legal resident of the City for at least three (3) consecutive years immediately preceding his or her term.
b. A Merit Commissioner may not be an active member of a police or fire department or agency, and not more than two (2) Merit Commissioners may be past members of a police or fire department or agency.
c. A Merit Commissioner may not receive any remuneration as salary from the City.
d. Each Merit Commissioner shall take an oath of office to conscientiously discharge his or her duties, a signed copy of which shall be filed with the Board of Public Works and Safety ("Board").
e. The Council shall, upon the recommendation of the Board, determine a per diem to be paid to each Merit Commissioner for each day of actual service for the Merit Commission.

BALLOT SUBMISSION PROCEDURES: To submit your name and information for consideration on the ballot(s) for election as a Merit Commissioner by the active members of the Department, please contact Chief Shawn Keen at skeen@westfield.in.gov on or before Wednesday, February 12, 2025, at 2:00 p.m.

PROCEDURES GOVERNING THE MEETING OF ALL ACTIVE MEMBERS OF THE CITY OF WESTFIELD POLICE DEPARTMENT TO ELECT TWO (2) WESTFIELD POLICE DEPARTMENT MERIT COMMISSIONERS

1. On August 26, 2024, the Common Council of the City of Westfield ("Council") passed Ordinance 24-59- An Ordinance of the Common Council of the City of Westfield, Indiana Establishing a Merit System for the Westfield Police Department ("Ordinance"). Subsequently, a merit system for the City of Westfield Police Department ("Department") was approved by a majority of the active members of the Department in a referendum, per Ind. Code § 36-8-3.5-3(a). The Department merit system will be administered by the Westfield Police Department Merit Commission ("Merit Commission"), pursuant to Ind. Code § 36-8-3.5 *et seq*.

2. A meeting of the active members of the Department will be held on Wednesday, February 19, 2025, at 2:00 p.m., in the Westfield Police Department training room- located at 17535 Dartown Road, Westfield. The purpose of the meeting is to elect two persons to the Merit Commission ("Merit Commissioners").

3. Pursuant to Ind. Code § 36-8-3.5-6, the following requirements shall apply to each Merit Commissioner, and the two (2) Merit Commissioners elected by the active members of the Department must be of different political parties. Political affiliation shall be determined through the voters' registration records of the three (3) most recent primary elections.

    a. Each Merit Commissioner must be: (1) at least twenty-one (21) years of age; (2) of good moral character; and (3) a legal resident of the City for at least three (3) consecutive years immediately preceding his or her term.
    b. A Merit Commissioner may not be an active member of a police or fire department or agency, and not more than two (2) Merit Commissioners may be past members of a police or fire department or agency.
    c. A Merit Commissioner may not receive any remuneration as salary from the City.
    d. Each Merit Commissioner shall take an oath of office to conscientiously discharge his or her duties, a signed copy of which shall be filed with the Board of Public Works and Safety ("Board").

e. The Council shall, upon the recommendation of Board, determine a per diem to be paid to each Merit Commissioner for each day of actual service for the Merit Commission.

4. The Board has given active members of the Department no less than three (3) weeks' notice that a meeting will be held to elect two (2) Merit Commissioners.

5. The Board shall ensure that the notice designates the time, place, and purpose of the meeting. The notice shall be given by posting it in prominent places in all stations of the Department, and shall also be read during roll call shifts.

6. Only active members of the Department may attend the meeting and only active members of the Department are permitted to vote.

7. At the site of the meeting, but prior to the meeting, the City attorney and/or the City attorney's designee shall explain the purpose of the meeting and the statutory procedures for conducting the meeting. In addition, the Clerk-Treasurer or the Clerk-Treasurer's designee shall be present. After explaining the procedures for the meeting, the City attorney and/or City attorney's designee and the City Clerk-Treasurer and/or the Clerk-Treasurer's designee shall depart the meeting room.

8. The Chief of the Department shall call the meeting to order and conduct a vote for the selection of one (1) active member of the Department to be selected as Chair of the meeting. The Chair shall preside over the meeting and oversee the election of the two (2) Merit Commissioners.

9. The voting shall be conducted by secret written ballot.

10. The selected Chair shall conduct a vote for the selection of one (1) active member of the Department to serve as Secretary for the meeting. The Secretary shall take notes and prepare a memorandum of the meeting's proceedings.

11. The Chair shall distribute a ballot to each active member of the Department who is present to vote in accordance with a roster listing active members of the Department. The Chair shall keep count the number of ballots distributed and ensure that the ballots distributed match the number of active Department members on the roster who are present to vote. Before voting

begins, the Chair shall announce the number of voters present and whether that number is a majority of the active members of the Department.

12. Each voting member shall mark their ballot, fold it in half, and place it in the ballot collection box.

13. After all ballots are placed in the collection box, the Chair shall announce that the meeting is in recess, the City attorney and/or the City attorney's designee and the Clerk-Treasurer and/or the Clerk-Treasurer's designee shall be on hand to watch the counting of the ballots in front of the active Department members.

14. The Clerk-Treasurer shall hold all counted ballots in a secured location and be responsible for their security. The Clerk-Treasurer shall also retain a copy of the meeting memorandum signed by the meeting Secretary.

12.21 VEHICLE DRIVER POLICY

The purpose of this policy is to ensure that all employees driving City owned, rented or leased vehicles, and employees utilizing personal vehicles for City business, operate them in a safe manner to prevent personal injury and property damage. The policy further establishes guidelines and standards for use of City owned, rented or leased vehicles and employees utilizing personal vehicles for City business. Individual departments may develop more strict guidelines for use, but this policy provides the minimum standard that will be enforced. Violations to this policy may result in suspension or revocation of City driving privileges. If driving is an essential function within the job assignment, suspension or revocation of City driving privileges may result in disciplinary action up to, and including, termination.

DEFINITIONS For the purposes of this policy, the following definitions apply:

- CITY VEHICLE - Any vehicle owned or leased by the City of Westfield.
- PERSONAL -Any vehicle that is privately owned but used for City of Westfield business.
- TAKE-HOME VEHICLE -Any vehicle owned or leased by the City of Westfield which upon authorization, can be used during both working and non-working hours.
- RENTED/LEASED -Any vehicle that is rented or leased on • behalf of the City of Westfield.
- ACCIDENT - A City vehicle involved in an incident while being operated that results in any vehicle or property being • damaged; any person being injured; or any time an Indiana State Crash Report is completed.

DRIVER SELECTION

Drivers must meet the following criteria in order to drive a City vehicle:

• Minimum three (3) years of driving experience

• Have a valid Indiana driver's license, with any endorsements required by their job description

• Meet the MVR criteria (see below)

MOTOR VEHICLE RECORD CRITERIA

A formal review of the driver's Motor Vehicle Record (MVR) will be conducted during the hiring/orientation process. MVR reviews may be repeated annually at the City's discretion. The purpose of this program is to measure driver performance based on incident/violation information and to determine adequate skills while operating a vehicle used for City business.

A driver whose MVR includes any of the following violations during the most recent three (3) year period (unless otherwise stated) may not meet the City insurer's underwriting criteria and would be considered an unacceptable driver:

At-fault accidents -2 or more

DWI/DUI

Drug offense

Eluding a police officer

Felony committed with a motor vehicle

Foreign citizens with no historical driving record available

Hit & Run/Leaving the scene of an accident

Moving violations - 3 or more (NOTE: Texting or cell phone violations are considered moving violations because they increase the chance of being in an accident. Seat belt violations are not moving violations.)

Moving violations & accidents-more than 2 moving violations and/or at fault accidents within the

past 12 months

Open container violation

Passing a stopped school bus

Racing or speed contest violation

Reckless driving

Speeding- 25mph or more above the speed limit

Speeding- 10mph or more over the speed limit in

a school zone

Suspended license

Suspended license history- Drivers who have had 3 or more license suspensions as a result of moving violations

Temporary Operators Permit

GENERAL VEHICLE GUIDELINES

• Only authorized City employees may operate a city vehicle and an employee shall have a City ID card in their possession.

• All employees operating a City vehicle must adhere to all local, state and federal traffic laws.

• All employees operating a City vehicle must be 18 years of age.

• All personnel and passengers shall use lap/shoulder belts during the operation of the vehicle. The number of passengers in a City vehicle shall not exceed the number of lap/shoulder belts available.

• While conducting City business, employees may take their assigned City vehicle anywhere in Indiana. City business outside of Indiana must be authorized by the employee's Department Head.

• Employees on extended leave or suspension of any kind shall not operate City vehicles.

• Employees shall not consume alcoholic beverages before or while operating any City vehicle at any time. Employees must always also remain in compliance with the City's Drug-Free Workplace policy while operating a City vehicle.

• Smoking is prohibited in all City vehicles.

• All drivers are expected to exercise sound judgment at all times when using a City vehicle and should avoid the appearance of misuse.

• Abuse or intentional damage to any City vehicle/equipment will result in disciplinary action, up to and including termination.

• Any employee that has had their driver's license suspended or revoked for any reason must report the suspension to their supervisor immediately. Supervisors will then report the information to the Human Resource Department.

• City vehicles/equipment are not to be modified in any way. Modifications include, but are not limited to, audio equipment, window tinting, lights, changes to the engine/performance, drilling/bolting/screwing equipment to vehicle, etc. Any modifications must be coordinated through the Fleet Manager.

• The City is not responsible at any time for loss or damage to any personal property being carried or left in a City vehicle.

• Any traffic or parking violation committed by an employee in a City vehicle is the responsibility of the employee. The City will not pay for traffic or parking tickets.

VEHICLE MAINTENANCE, CLEANLINESS, REPAIRS, AND DAMAGES

All City vehicles shall have regular preventative maintenance plans in place. The Fleet Manager will contact supervisors, or assigned operators of the vehicle, when City vehicles are due for routine maintenance. Every effort should be made by the assigned operator to notify the Fleet Manager in instances that they are aware that routine maintenance is nearing.

When a vehicle is scheduled to be serviced, the vehicle must be dropped off at the Street Barn by 7:30am or the night before the scheduled date.

If a problem with the scheduled date should occur the Fleet Manager must be notified before the scheduled date.

Employees that drive a City vehicle are required to report any damage, malfunctions, needed repairs or any other vehicle related problems to their supervisor as well as the Fleet Manager. If a sudden vehicle breakdown should occur, the driver should report immediately to their supervisor as well as the Fleet Manager.

- Employees that drive City vehicles are expected to keep City vehicle interiors and exteriors clean. Any city vehicle may be subject to inspection by their supervisor or the Fleet Manager for cleanliness at any time.
- Interiors shall remain free of debris and trash at all times.
- Exterior windows shall remain clean of any material restricting visibility.
- Exterior underbody and body shall be free of salt and dirt upon completion of duties assigned to prevent vehicle deterioration.

VEHICLE FUELING

An employee who is assigned use of a City vehicle, whether on a temporary or long-term basis, is responsible for fueling the vehicle. The City will pay for the purchase of all fuel used by City vehicles in the course of City business. The City may set limits on gas used for commuting purposes. Fueling takes place at the Bus Barn.

Lost or faulty fuel keys should be reported to the Fleet Manager immediately for deactivation and replacement. Personal vehicles may not be refueled using City fueling sites. If a personal vehicle is used for City business, the employee may submit a mileage reimbursement request using the proper travel form and submit it to the Clerk's Office.

VEHICLE ISSUANCE AND USE

Employees may, upon approval of the Mayor, Chief of Staff, or Department Head, be assigned a City vehicle on a permanent or semi-permanent basis. A City owned vehicle used for personal use or commuting purposes is considered a taxable benefit under the IRS and the employee will be liable for all associated taxes in accordance with the law. An employee with a City vehicle shall follow the following provisions:

• City vehicles are to be used for City business only, with the exception of personal errands during travel to and from the worksite, unless expressly authorized by the Mayor, Chief of Staff, or Department Head.

• Department Heads must notify the Clerk's Office and Human Resources Department of employees who are assigned City vehicles.

• Employees on extended leave or suspension of any kind shall not operate City vehicles and shall leave their assigned vehicles on City premises and turn the keys into their supervisor or Department Head.

• A list of employees authorized to use City vehicles is updated semi-annually and is maintained by the Fleet Manager.

• Whenever a position becomes vacant, the authorization for a City vehicle assigned to that position will be re-evaluated.

• Family members are not allowed to drive a City vehicle, only authorized employees.

VEHICLE ACCIDENT

In accordance with federal law, ANY accident involving a City owned motor vehicle MUST be reported to the proper authorities. The reporting of an accident will occur immediately after the incident; failure to do so shall be considered cause for disciplinary action and possible termination. Below is the city's vehicle accident protocol.

- DO NOT MOVE VEHICLES UNLESS INSTRUCTED BY POLICE.
- If someone is injured, call 911 immediately.
- If no one is injured, call Dispatch (317-773-1300). Determine a safe spot for yourself at the accident site to wait for Police.
- Collect your Driver's License, Registration, and City Fleet Insurance Card.

- If the scene is determined to be safe by Police, take photos of the vehicle(s) involved.
- Call your immediate supervisor and make them aware. If your immediate supervisor is not available, then call the Fleet Manager.
- DO NOT DISCUSS WHAT HAPPENED WITH THE OTHER MOTORISTS.
- DO NOT DISCUSS FAULT .
- Once the Police arrive, answer whatever
- questions they ask.
- Once the police report has been made, please bring
- the report number to your immediate supervisor and Fleet Manager.
- DO NOT LEAVE UNTIL POLICE SAY THEY HAVE WHAT THEY NEED.
- ALL VEHICLE ACCIDENTS MUST BE REPORTED TO THE FLEET MANAGER AND HUMAN RESOURCES WITHIN 24 HOURS.

12.22 FRINGE BENEFITS POLICY

FRINGE BENEFIT POLICY-TRANSPORTATION (COMMUTING) BENEFIT

Employees of the City of Westfield who are assigned a City vehicle may be subject to Internal Revenue Service rulings regarding such usage. The use of such a vehicle for any personal use, including commuting, other than deminimus use, is considered by the IRS to be a taxable benefit. The City will calculate the taxable benefit amount that will be reported to the IRS on each employee's W-2 Form.

The City shall require employees to use a mileage tracking application to track both business and personal use of City vehicles. Employees may be required to produce monthly reporting of mileage to the Fleet Manager and shall at minimum be required to produce mileage annually.

WHAT IS PERSONAL USE?

The following are examples of taxable personal use of an employer-provided vehicle:

- Commuting between residence and workstation
- Vacation or weekend use

TAKE-HOME VEHICLES

City owned vehicles are provided to selected employees as a take-home vehicle based on the nature of their work responsibilities on behalf of the City. Upon approval of the Mayor, Chief of Staff, or Department Head, City vehicles may be assigned on a permanent or semi-permanent basis and be used during both working and non-working hours.

Personal use is allowed for City owned vehicles, if approved, and will be required to be tracked in the aggregate, consistent with IRS guidelines for purposes of determining the taxable benefit and applicable tax withholdings. This taxable benefit will be calculated annually and reported on an employee's W-2 Form.

COMMUTER VEHICLES

Commuter vehicles are provided to selected employees based on the nature of their work responsibilities on behalf of the City. Commuter vehicles are issued to employees who have work duties that regularly require responses to incidents and situations outside of normal business hours. Commuter vehicles may also be provided to employees who, based on their roles, need to have customized equipment installed in vehicles or need to have immediate access to vehicles in certain situations where pool vehicle access may not be sufficient.

Commuter vehicles are to be used for commuting to and from an employee's residence and their workstation, or for other City business. Personal errands and other deminimis use during travel to and from work sites that does not interfere with work tasks and deadlines is permitted, but other personal use is prohibited. Commuting is deemed by the IRS to be a taxable benefit, and the value will be calculated annually and reported on an employee's W-2 Form.

POOL VEHICLES

City departments maintain pool vehicles based on needs of each respective department. These needs take into account a number of factors, including amount of time that positions within the department are anticipated to drive for work purposes, on average, in a given year. Other considerations include vehicle customization needs, and the duties and responsibilities of the employees who need access to vehicles to travel to worksites and other locations within the city for work purposes.

Pool vehicle fleet size is established and managed in a way to facilitate scheduled usage and as needed access based on relevant historical data and future needs projections. Pool vehicle usage data is reviewed at an annual basis, at a minimum, to determine whether upward or downward adjustments in the fleet size would be appropriate. Employees using pool vehicles must follow all applicable protocols regarding check-out and check-in of vehicles, documentation of purpose for use, and reporting of damage to the vehicles. Pool vehicles are to be used for City business only, with the exception of of personal errands and other de minimis use during travel to and from work sites that does not interfere with work tasks and deadlines.

EMPLOYER-PROVIDED CELL PHONES

The value of the business use of an employer-provided cell phone, provided for non-compensatory business reasons, is excludable from an employee's income as a working condition fringe benefit. Working condition exclusions apply to property and services the City of Westfield provides to an employee so that the employee can perform their job. It applies to the extent the cost of the property or services would be allowable as a business expense or depreciation expense deduction to the employee if they had paid for it. The employee must meet any substantiation requirements that apply to the deduction.

Similarly, personal use of the cell phone, is excludable from an employee's income as a de minim us fringe benefit. A de minimus benefit is any property or service you provide to an employee that has so little value (considering how frequently you provide similar benefits to your employees) that accounting for it would be unreasonable or administratively impractical.

The IRS will treat the value of any personal use of a cell phone provided by the employer primarily for non-compensatory business purposes as excludable from the employee's income as a de minim is fringe benefit. The rules of this notice apply to any use of an employer-provided cell phone occurring after December 31, 2009. The application of the working condition and de minim is fringe benefit exclusions under this notice apply solely to employer-provided cell phones and should not be interpreted as applying to other fringe benefits.

January 22, 2025

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:

- Lennar Homes of Indiana, LLC, Osborne Trails, Section 15, Bond #024281000, $338,509.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 15, Bond #024280996, $50,896.00, Curbs
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 15, Bond #024281001, $13,869.00, Common Walks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 15, Bond #024280997, $329,644.00, Storm Sewer & SSD
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 15, Bond #024280999, $117,011.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Westgate, Section 11, Bond #024280991, $162,458.00, Asphalt Local Streets
- Lennar Homes of Indiana, LLC, Westgate, Section 11, Bond #024280988, $26,731.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Westgate, Section 11, Bond #024280992, $4,029.00 Common Walks
- Lennar Homes of Indiana, LLC, Westgate, Section 11, Bond #024280990, $245,912.00, Storm Sewer & SSD
- Trimak Building Services, LLC, Indy Auto Man, Bond #101368339, $63,653.00, Erosion Control & ROW Improvements

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:

- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond & Rider #70NGP185108, $324,600.76, Work in ROW & Erosion Control

- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #6135011532, $51,315.00, Sidewalk
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #6135011541, $132,732.60, Trail/ Pathway
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #6135011514, $1,152,972.04, Streets & Curbs
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #6135011523, $1,111,068.20, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214010555, $863,917.52, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214010556, $612,338.16, Streets & Curbs
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #70NGP185242, $108,384.10, Erosion Control
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #70NGP185243, $195,503.00, ROW Improvements
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond & Rider #47SUR300214010554, $30,436.56, Asphalt Path
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214010512, $554,405.65, Streets & Curbs
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214010514, $67,983.30, Pathway
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214010515, $40,725.30, Sidewalk
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214010513, $724,471.86, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond & Rider #70NGP185109, $299,735.70, Erosion Control & 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:

- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #47SUR300214011122, $29,509.16, Work in ROW & Erosion Control
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #47SUR300214011121, $4,665.00, Sidewalk
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #47SUR300214011120, $12,066.60, Pathway
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #47SUR300214011118, $104,815.64, Streets & Curbs
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 2, Bond #47SUR300214011119, $101,006.20, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214011124, $79,537.96, Storm Sewer

- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214011123, $55,667.11, Streets & Curbs
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214011127, $9,853.10, Erosion Control
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214011126, $17,773.00, ROW Improvements
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214011125, $2,766.96, Asphalt Path
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214011113, $50,400.51, Streets & Curbs
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214011115, $6,180.30, Pathway
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214011116, $3,702.30, Sidewalk
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214011114, $65,861.08, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Caramore, Section 1, Bond #47SUR300214011117, $27,248.70, Erosion Control & ROW Improvements

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

Cash in Lieu

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Developer Agreement (Cash in Lieu) for the requested developments:

- NONE

City of Westfield Fire Department

Board of Public Works & Safety

End of Year Report 2024

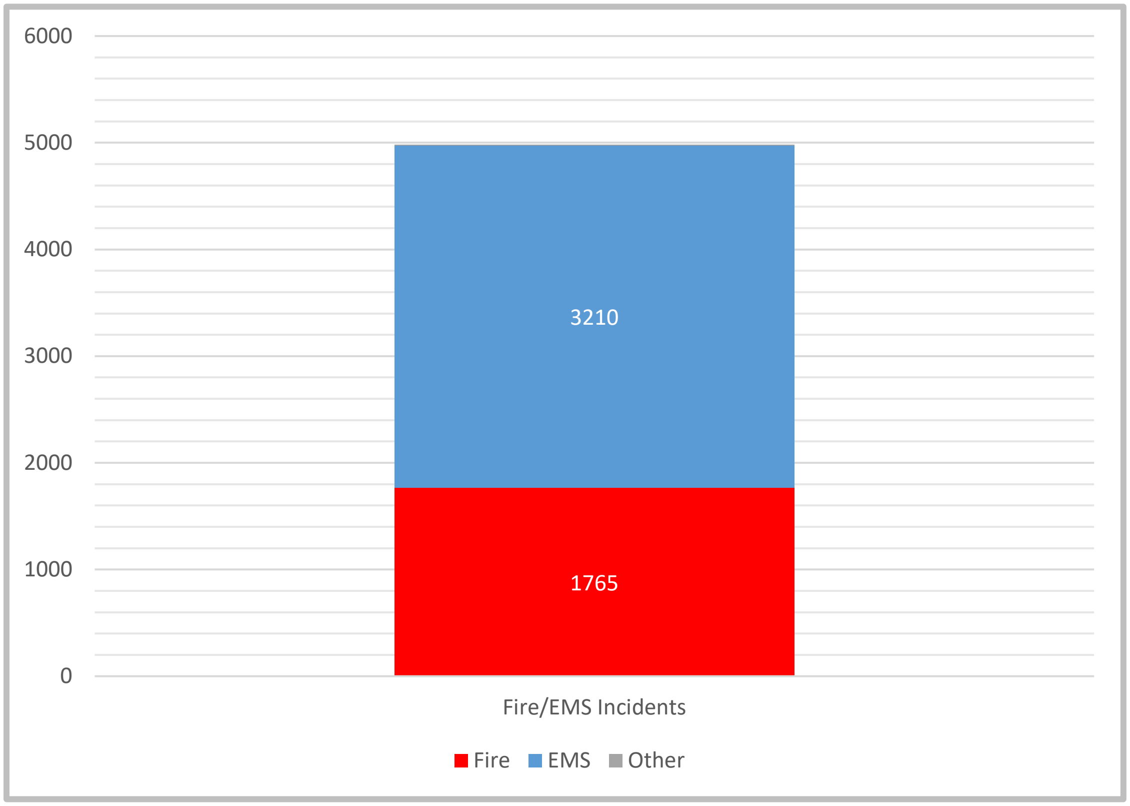
Contact: Fire Chief

Rob Gaylor

Or Nikki Hartman

804-3304

Westfield Fire End of Year 2024
Incident Statistics



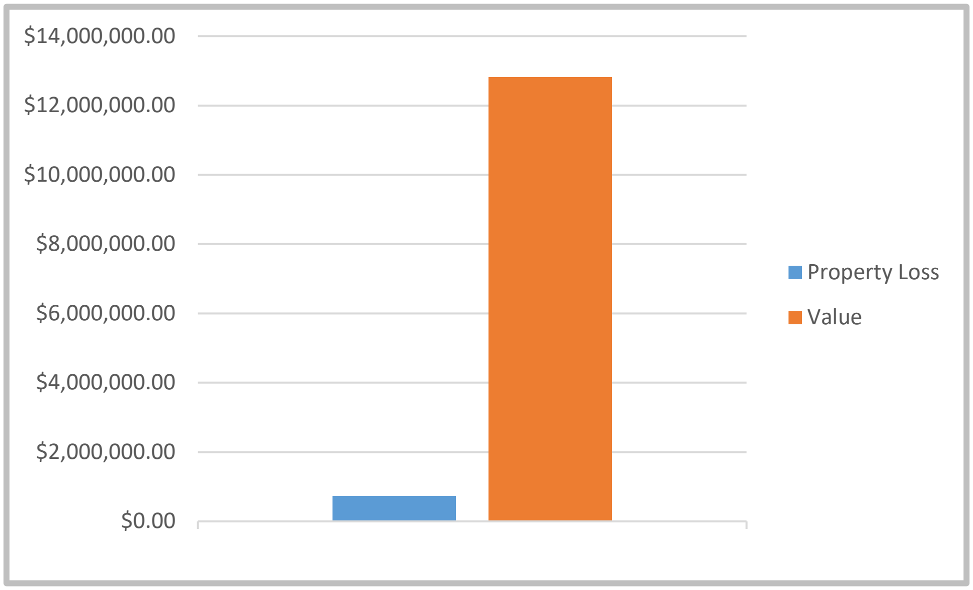
Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	3210	64%
Fire	1765	35%
Other	4	0%
Total:	4979	

Average 13.6 response per day. Average turnout in seconds 80. And a total of 11,000 apparatus response.

Station 81 1,959 calls
Station 82 1,366 calls
Station 83 1,643 calls

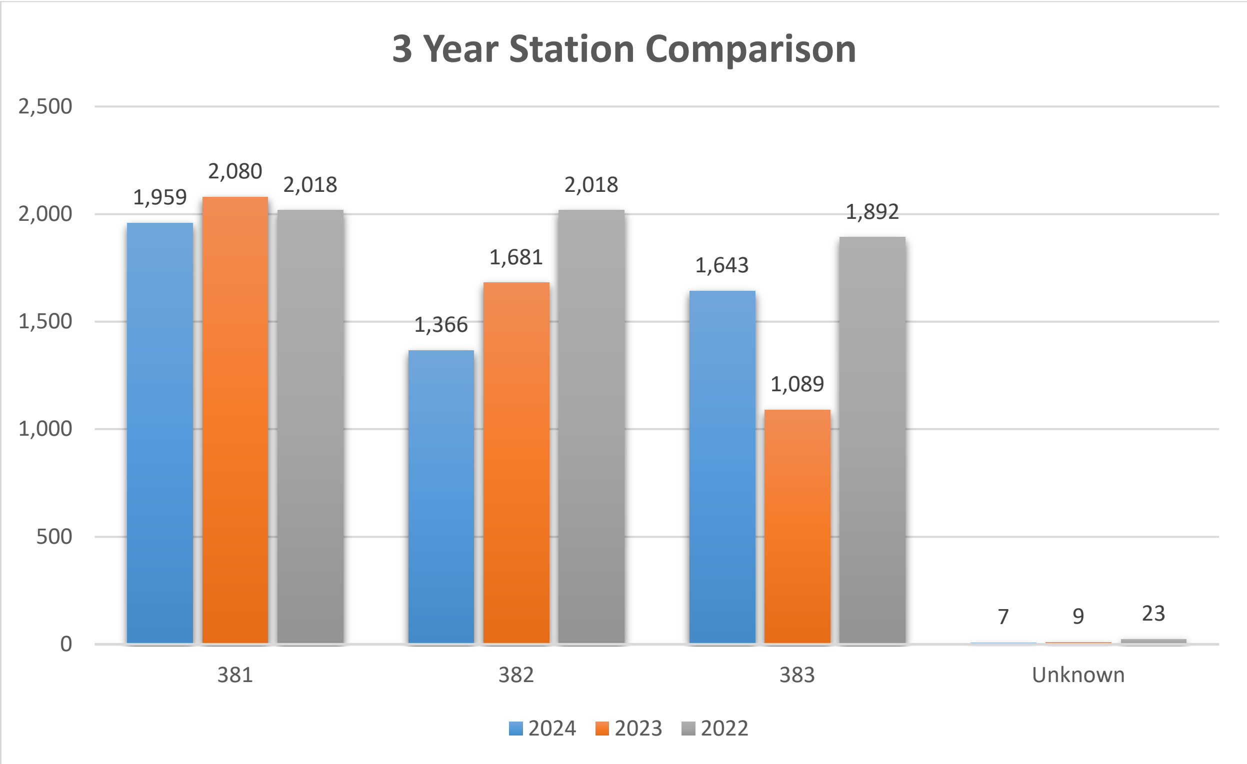
Westfield Fire End of Year 2024
Incident Statistics

Property Value Saved



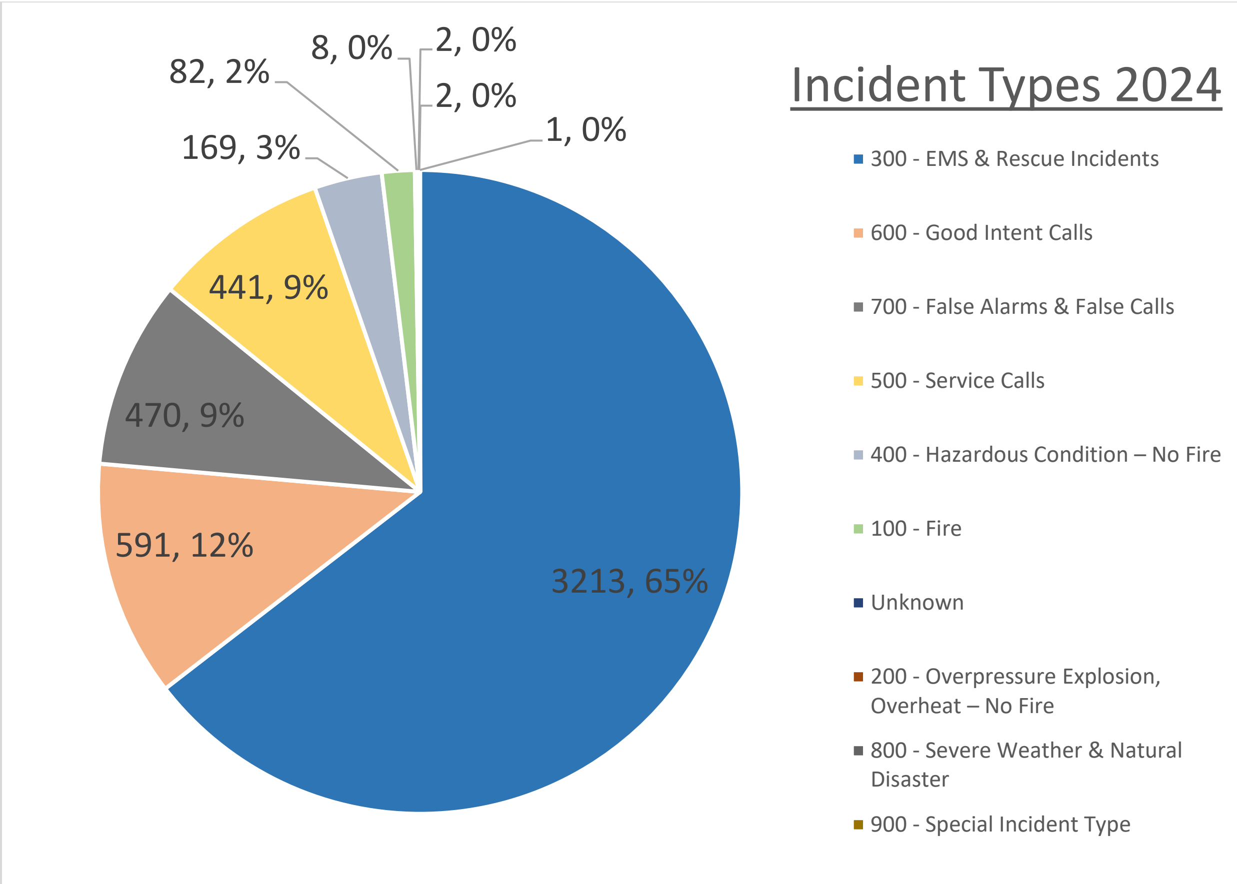
Property Loss	Value	Percent Saved
$728,000.00	$12,812,500.00	94%

Westfield Fire End of Year 2024
Incident Statistics



2 year District Comparison				
District	2024	2023	Difference	%
381	1959	2080	-121	-6%
382	1366	1681	-315	-23%
383	1643	1089	554	34%
Unknown	7	9	-2	-29%
Total:	4975	4859	116	2%

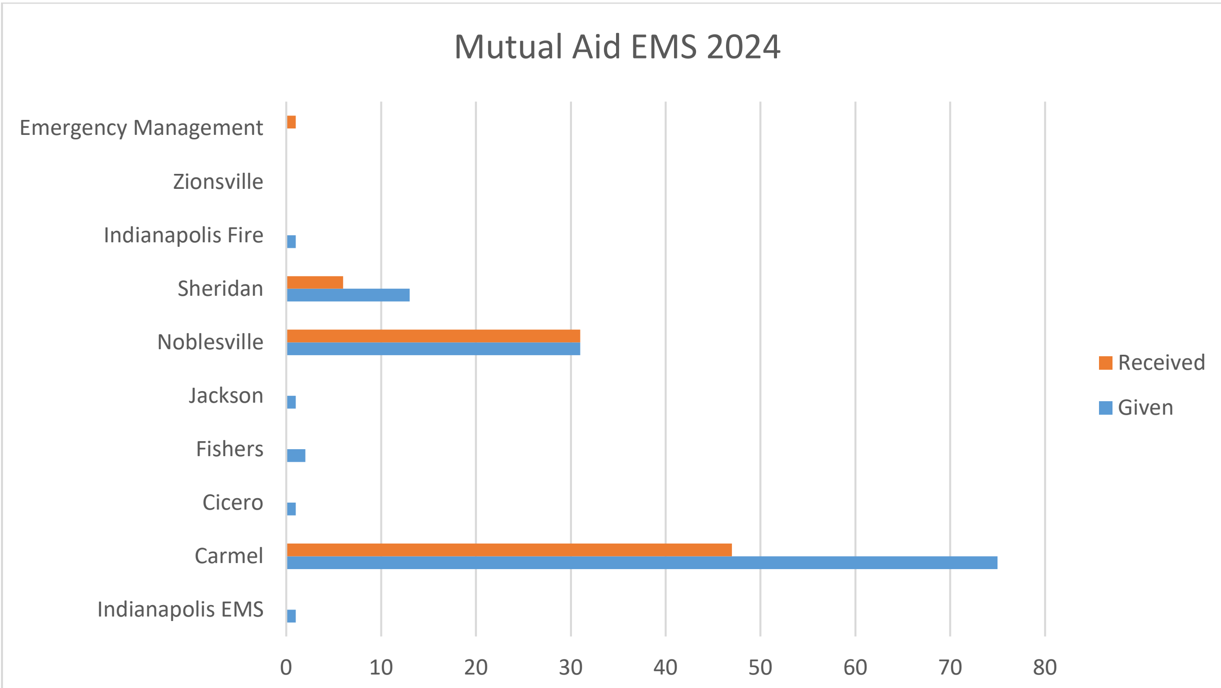
Westfield Fire End of Year 2024
Incident Statistics



Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	3213	65%
600 - Good Intent Calls	591	12%
700 - False Alarms & False Calls	470	9%
500 - Service Calls	441	9%
400 - Hazardous Condition – No Fire	169	3%
100 - Fire	82	2%
Unknown	8	0%
200 - Overpressure Explosion, Overheat – No Fire	2	0%
800 - Severe Weather & Natural Disaster	2	0%
900 - Special Incident Type	1	0%
Total:	**4979**	

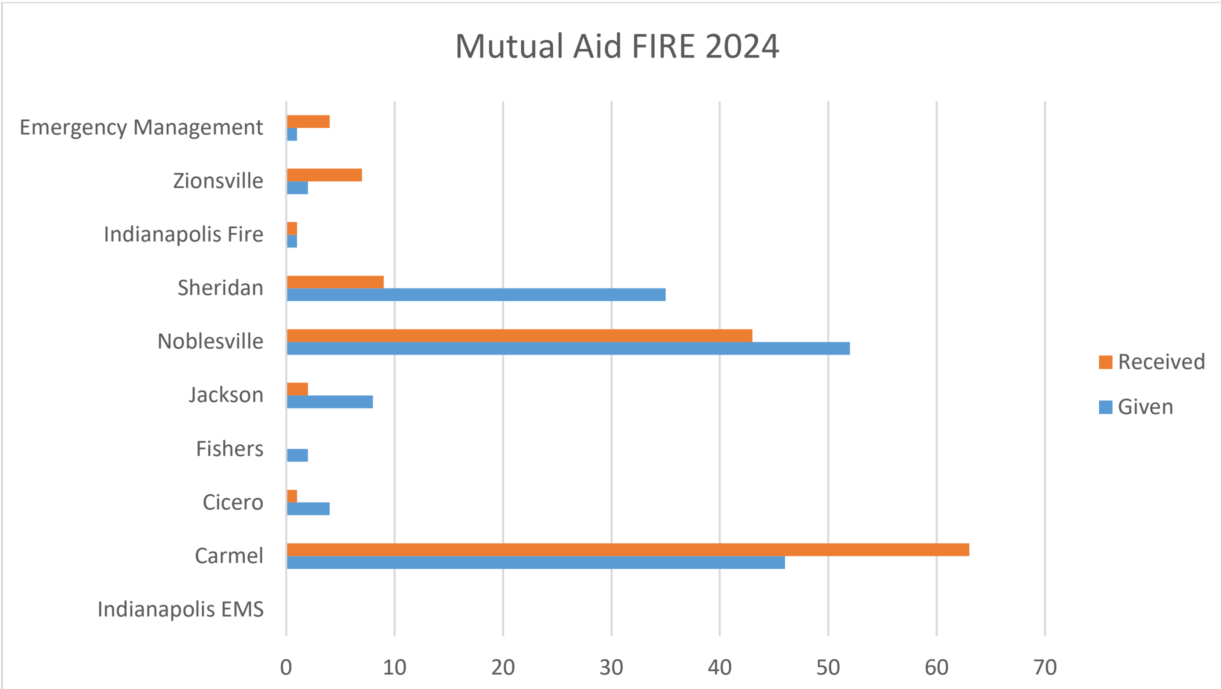
Westfield Fire End of Year 2024
Incident Statistics

Mutual Aid data



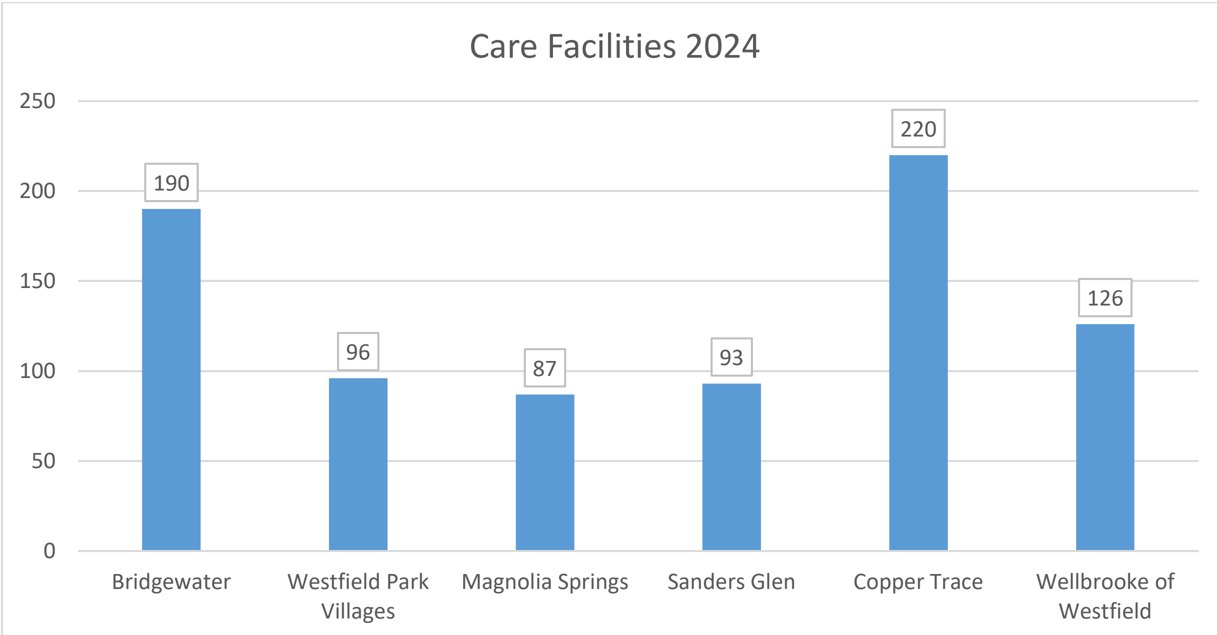
EMS			
FDID	Name	Given	Received
0197	Indianapolis EMS	1	
29003	Carmel	75	47
29004	Cicero	1	
29005	Fishers	2	
29006	Jackson	1	
29007	Noblesville	31	31
29008	Sheridan	13	6
49009	Indianapolis Fire	1	
6008	Zionsville		
EMA	Emergency Management		1

Westfield Fire End of Year 2024
Incident Statistics

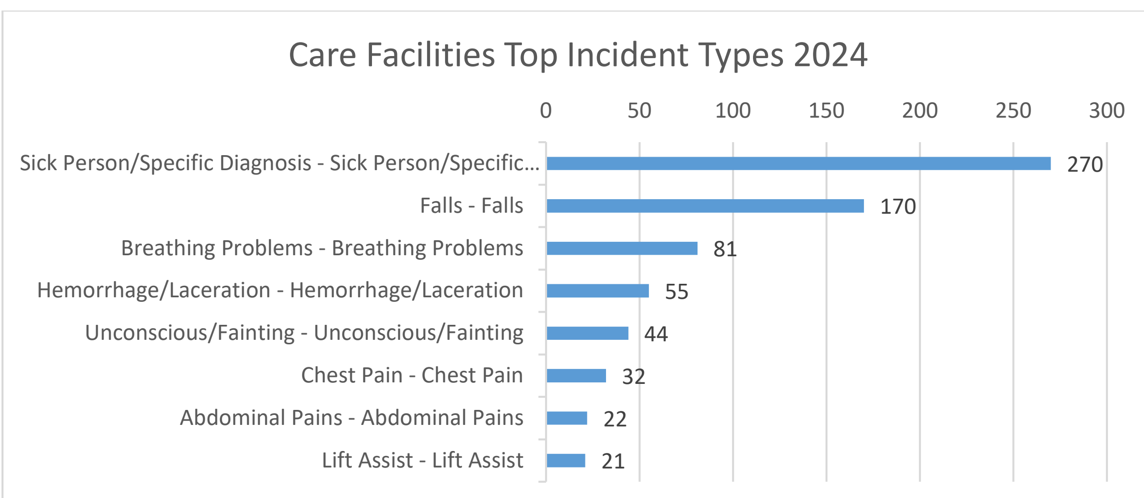


FIRE			
FDID	Name	Given	Received
0197	Indianapolis EMS		
29003	Carmel	46	63
29004	Cicero	4	1
29005	Fishers	2	
29006	Jackson	8	2
29007	Noblesville	52	43
29008	Sheridan	35	9
49009	Indianapolis Fire	1	1
6008	Zionsville	2	7
EMA	Emergency Management	1	4

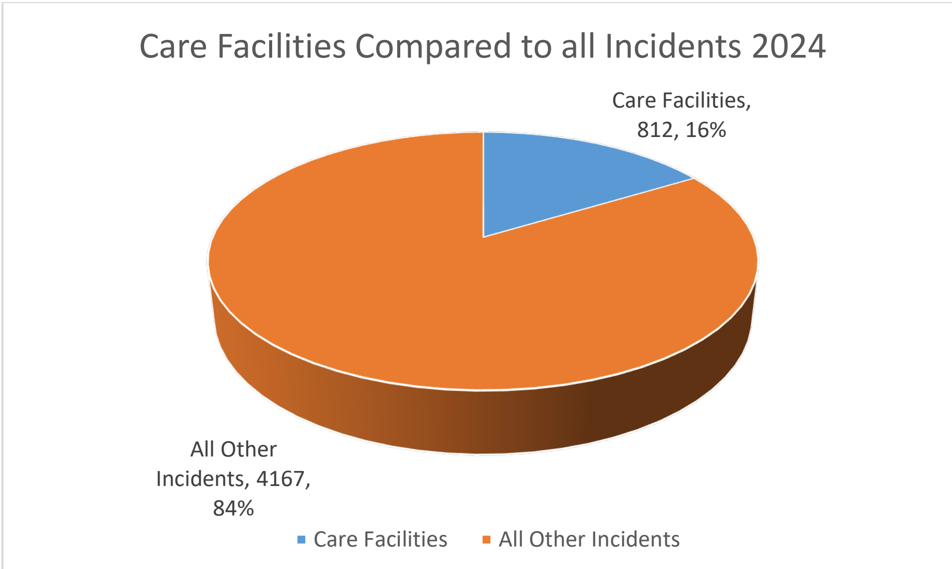
Westfield Fire End of Year 2024
Incident Statistics



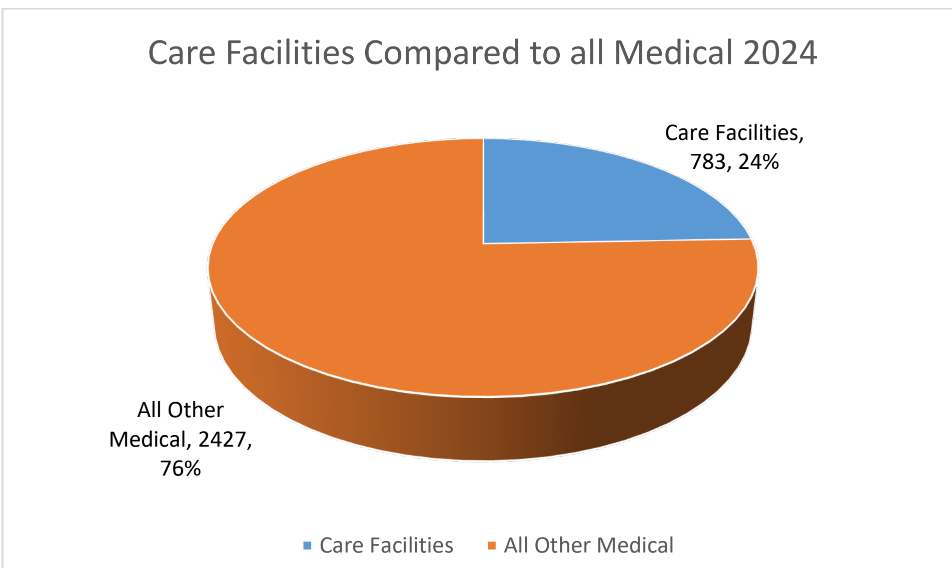
Care Facilities 2024	Incident Totals
Bridgewater	190
Westfield Park Villages	96
Magnolia Springs	87
Sanders Glen	93
Copper Trace	220
Wellbrooke of Westfield	126



Westfield Fire End of Year 2024
Incident Statistics



Care Facilities Compared to all Incidents 2024	Incident Counts
Care Facilities	812
All Other Incidents	4167



Care Facilities Compared to all Medical 2024	Incident Counts
Care Facilities	783
All Other Medical	2427

Board of Public Works & Safety
December 2024

Table of Contents

WESTFIELD POLICE DEPARTMENT

December 2024

Events by Nature

Incident Type	Count
911 Hang Up	**29**
Abandoned Vehicle	5
Abandonment	**0**
Abuse / Neglect	5
Accident - Hit & Run PD	**15**
Accident - Hit & Run PI	0
Accident - Other	**1**
Accident - Property Damage	124
Accident - Personal Injury	**10**
Accident - Sinking Vehicle	0
Accident - Unknown	**6**
Accelerator Stuck	0
Active Assailant	**0**
Alarm - Other	2
Alarm - Vehicle	**2**
Alarm - Burglar	115
Alarm - Hold Up	**14**
Animal Bite / Attack	0
Animal Complaint	**36**
Assist Fire	52
Assist Other Department	**14**
Assist Public	31
Battery	**3**
Bike Patrol	0
Bomb Device Found	**0**
Bomb Threat	0
Burglary	**1**
Carjacking	0
Case Follow Up	**94**
Child Seat Inspection	10
Civil Dispute	**25**
Criminal Mischief	10
Damage to Property	**0**
Death Investigation	2
Directed Patrol	**237**
Disturbance	27
Domestic	**0**
Driving Complaint	91
Drug Complaint	**14**
Drug Lab	0
Escort	**0**
Fail to Return Comm Corrections	0
Fight	**1**
Firearms Shots Fired	3
Foot Patrols	**153**
Found / Lost Property	17
Found Person	**0**

WESTFIELD POLICE DEPARTMENT

December 2024

Events by Nature

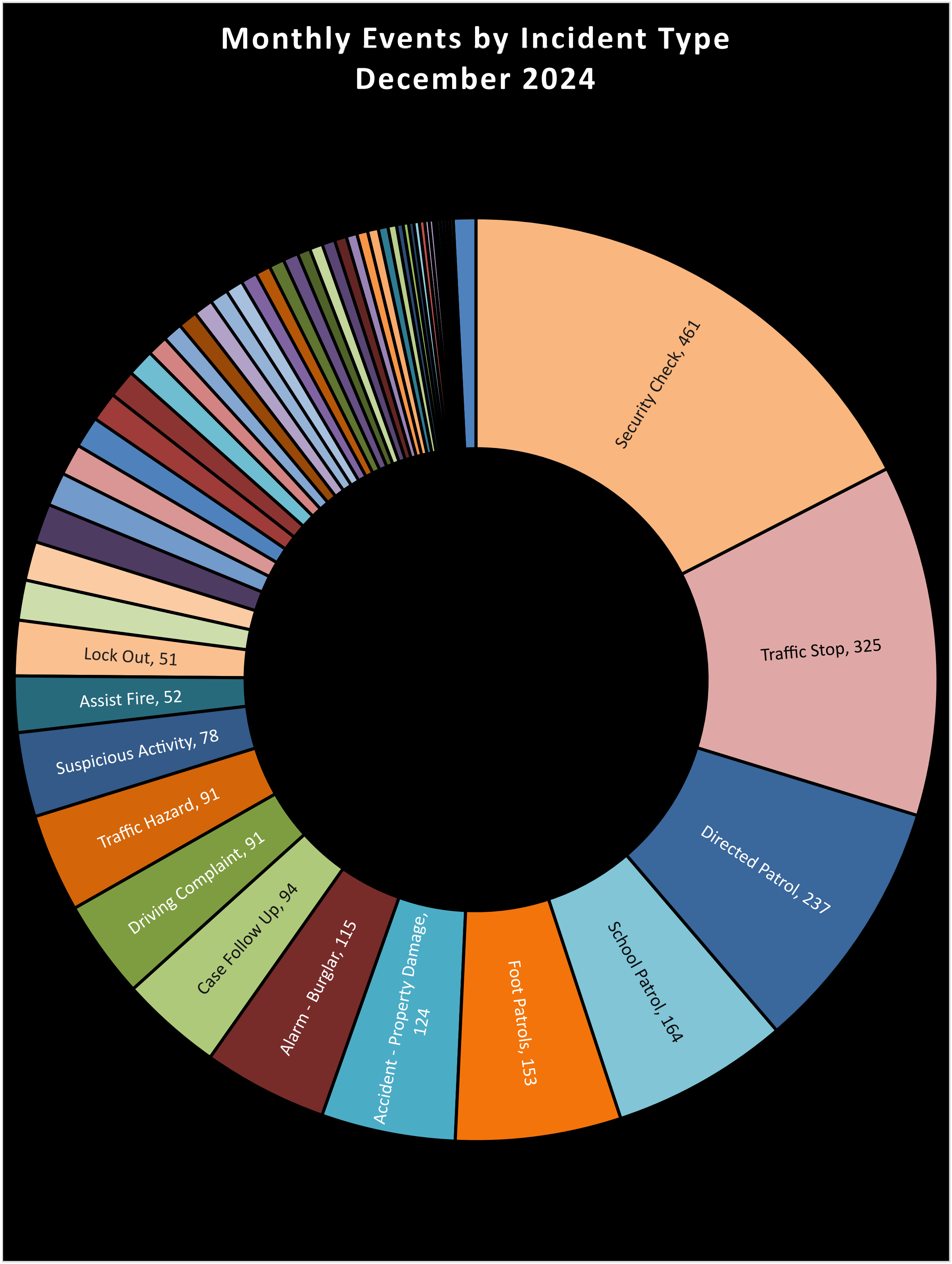
Incident Type	Count
Fraud Prescription	0
Fraud / Deception	**29**
Harassment	12
Intoxicated Person	**2**
Investigation	18
Investigative Stop	**0**
Juvenile Complaint	5
K9 Detail	**1**
Kidnapping	0
Lock Out	**51**
Loud Party	0
Mental Emotional - Violent	**5**
Mental Emotial/Suicide Attempt	0
Mental Person	**11**
Miscellaneous	12
Missing Person	**3**
Missing Person - PLS	0
New Call	**1**
Nuisance	**3**
Ordinance Misc.	18
Parking Complaint	18
Physical Disturbance	**19**
Product Contamination	0
Reckless Activity	**0**
Road Rage	8
Robbery	**0**
Runaway	4
School Patrol	**164**
Security Check	461
Sex Offense	**1**
Shooting	0
Solicitor	**0**
Special Detail	2
Stabbing	**0**
Suicide	0
Suspicious Activity	**78**
Suspicious Package	1
Suspicous Person	**0**
Test	0
Theft	**26**
Theft - From a Vehicle	2
Theft - of a Vehicle	**3**
Theft Shoplifter	0
Threat to Life	**12**
Threatening Suicide	9
Tow Release	**0**

WESTFIELD POLICE DEPARTMENT

December 2024

Events by Nature

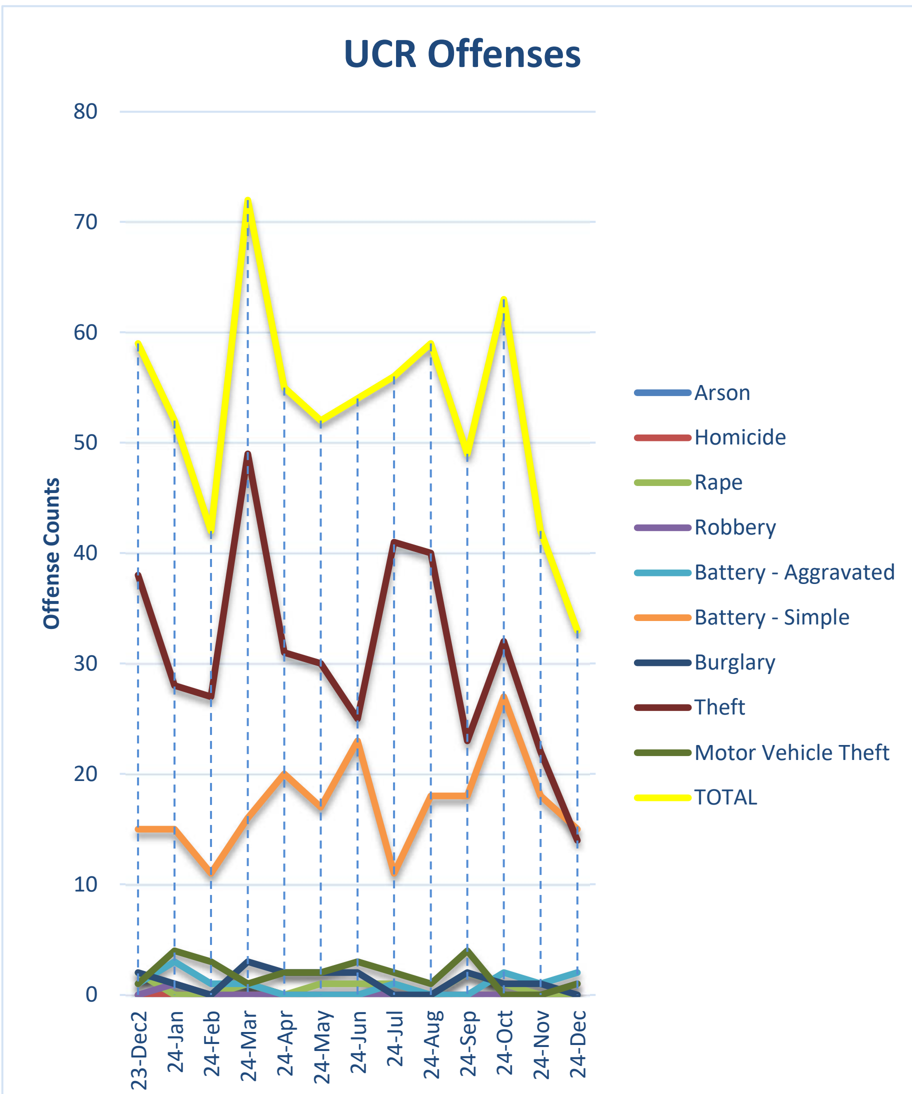
Incident Type	Count
Traffic Hazard	91
Transport	**1**
Trespassing	16
Traffic Stop	**325**
Unknown Call for Police	1
VIN Check	**37**
Wanted	0
Warrant Service	**4**
Weapons Complaint	3
Welfare Check	**36**
Total	**2642**


Monthly Events by Incident Type
December 2024
Security Check, 461
Traffic Stop, 325
Directed Patrol, 237
School Patrol, 164
Foot Patrols, 153
Accident - Property Damage, 124
Alarm - Burglar, 115
Case Follow Up, 94
Driving Complaint, 91
Traffic Hazard, 91
Suspicious Activity, 78
Assist Fire, 52
Lock Out, 51

WESTFIELD POLICE DEPARTMENT
December 2024

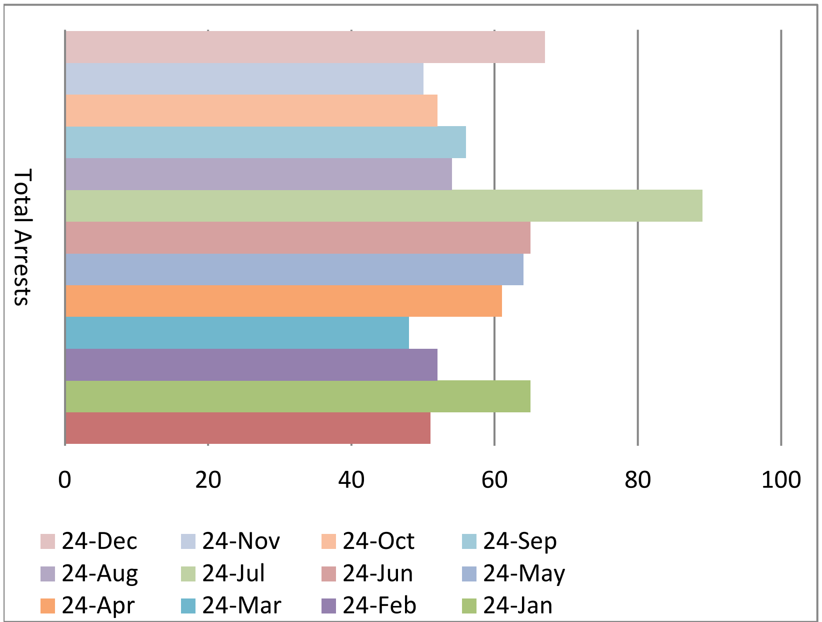
UCR OFFENSES

OFFENSE	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec
Arson	0	0	0	1	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	2	0	0	1	0	1	1	1	0	2	1	0	0
Robbery	0	1	0	0	0	0	0	0	0	0	0	0	1
Battery - Aggravated	1	3	1	1	0	0	0	1	0	0	2	1	2
Battery - Simple	15	15	11	16	20	17	23	11	18	18	27	18	15
Burglary	2	1	0	3	2	2	2	0	0	2	1	1	0
Theft	38	28	27	49	31	30	25	41	40	23	32	22	14
Motor Vehicle Theft	1	4	3	1	2	2	3	2	1	4	0	0	1
TOTAL	59	52	42	72	55	52	54	56	59	49	63	42	33



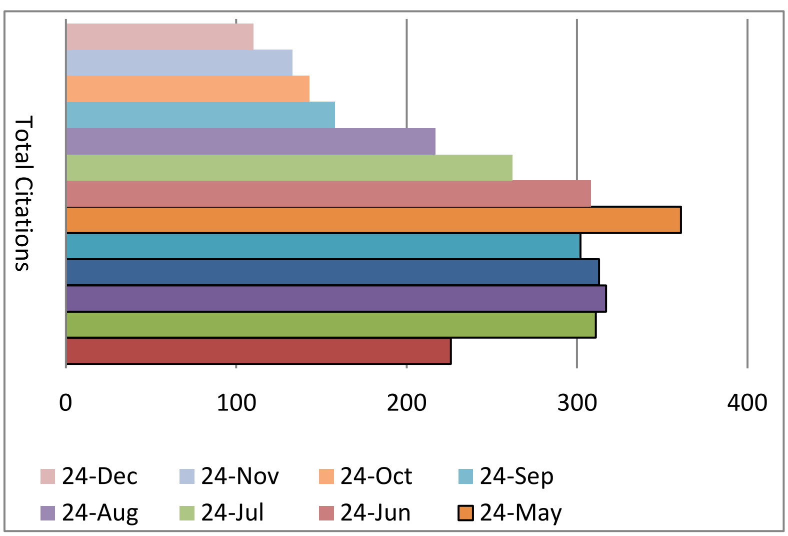
WESTFIELD POLICE DEPARTMENT
December 2024

Arrest Reports Taken	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec
Alcohol/ Drug Related	23	27	14	12	16	23	20	21	16	15	13	13	21
Felony Charges	35	31	52	21	45	37	17	48	23	31	30	39	29
Misdemeanor Charges	69	71	54	62	87	58	70	110	66	54	64	60	70
Total Arrests	51	65	52	48	61	64	65	89	54	56	52	50	67



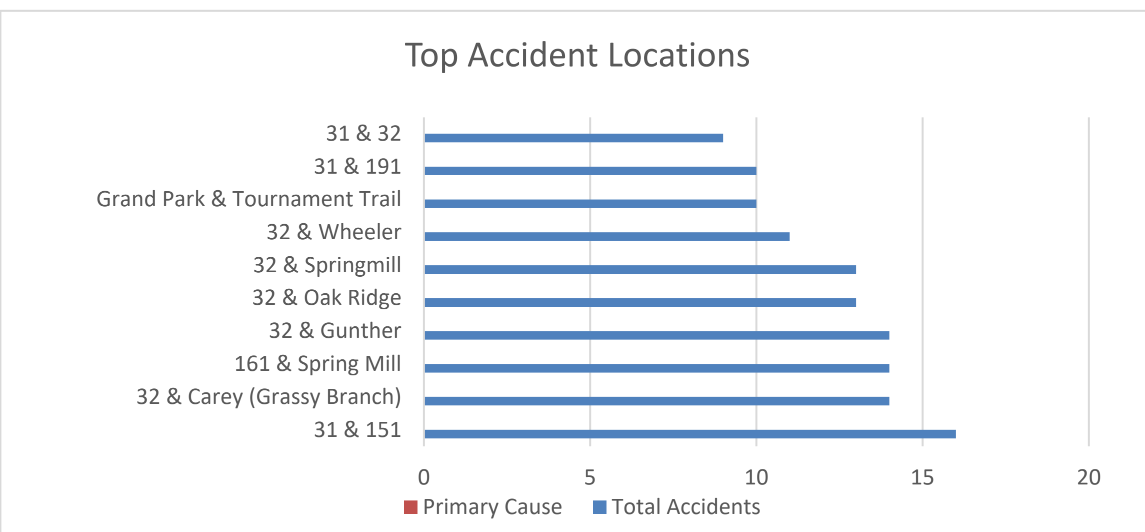
Traffic	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec
Total Citations	226	311	317	313	302	361	308	262	217	158	143	133	110
Total Written Warning	488	641	806	811	566	532	561	637	532	494	472	588	305
Total Traffic Accidents	**59**	**67**	**80**	**56**	**63**	**67**	**69**	**63**	**56**	**71**	**70**	**74**	**93**
Property Damage	54	57	69	49	52	57	60	49	50	61	64	65	83
Personal Injury	5	10	11	7	11	10	9	14	7	10	6	9	10
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
*Hit and Run**	*8*	*5*	*8*	*0*	*7*	*4*	*10*	*15*	*4*	*6*	*11*	*6*	*9*

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



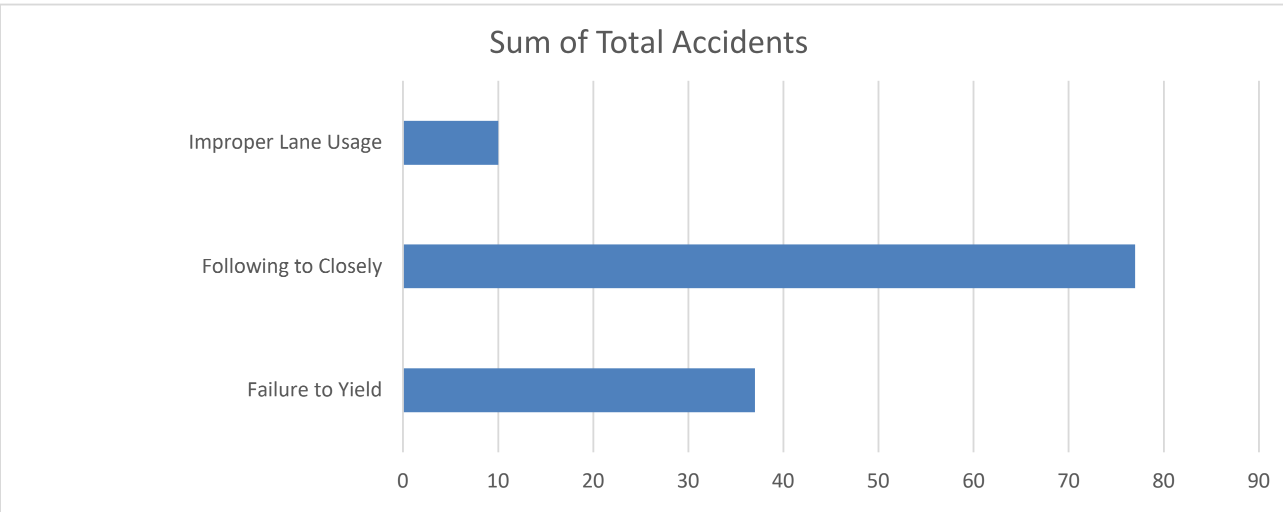
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
31 & 151	16	Following too Closely
32 & Carey (Grassy Branch)	14	Following too Closely
161 & Spring Mill	14	Failure to Yield
32 & Gunther	14	Following too Closely
32 & Oak Ridge	13	Failure to Yield
32 & Springmill	13	Following too Closely
32 & Wheeler	11	Following too Closely
Grand Park & Tournament Trail	10	Failure to Yield
31 & 191	10	Improper Lane Usage
31 & 32	9	Following too Closely



Total Accidents by Primary Cause,
based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Failure to Yield	37
Following to Closely	77
Improper Lane Usage	10



Community Events

12/7/24 Kids with Santa at WPD

12/19/24 Pickleball for Parkinsons

12/21/24 Citizens Academy Caroling

WESTFIELD POLICE DEPARTMENT

January 2025

A Review of Current Projects and Accomplishments

INTRODUCTION

Annually, I like to begin the new year by updating you on the progress made in the previous year and the direction we are moving toward on various projects. Below, you will find these areas organized by category, and information regarding what has been accomplished and what areas are in progress. While this is by no means an extensive list of everything you do, it highlights a significant portion of our larger projects and accomplishments.

As you will see, a great deal has been accomplished in a very short period. In large part, that is due to the work of all of you to move us forward as a department. I recognize that my vision for this department and many of the changes that have taken place meant a lot of additional work for all of you.

I am appreciative of all your efforts and am extremely grateful to work with each and every one of you. It is also important to note that virtually none of the progress made in these projects would have been possible without the support and backing of Deputy Mayor Tolan and Mayor Willis. Whenever I have taken projects to them that have demonstrable value, they have supported us by making sure those items could be funded and/or hurdles negotiated. I am also thankful for our City Council and Board of Works members who supported these projects financially and contractually.

PERSONNEL/ORGANIZATIONAL STRUCTURE

We begin with personnel because you are the most important component of this department. Without both sworn and civilian staff, nothing happens. In April 2024, we had a budgeted staffing level of 75 sworn officers and 6 civilian personnel. We end the year with 81 sworn officers and 7 civilian staff. We will be adding a civilian Community Service Officer position in January bringing our total staffing number to 89. Thanks to an expedited lateral process, we hope to be in a position to have all sworn personnel through their FTO training by late spring. This will allow us to have eleven sworn personnel on each shift and expand our investigative capabilities by adding detectives and expanding task force participation. We also plan to expand our School Resource Officer program by adding one additional SRO in 2025.

In addition to the increase in personnel, we have restructured our department in such that we will be better prepared for the growth and challenges ahead. This re-organization has resulted in clear lines of responsibility and unification of operational units under one umbrella. It has also resulted in an administrative division focused on supporting the needs of operational personnel through a lens of good customer service in the most efficient way possible. The creation of a separate property room supervisor and restructuring of the records unit under a civilian supervisor will also better prepare us for growth and migration into a new building. These structural changes are accompanied by new updated job descriptions for all personnel. These job descriptions will not only enhance our effectiveness but also serve as the building blocks for new evaluation forms required under a new merit system. Assistant Chiefs Jordan and Grimes were instrumental in this re-organization. With the help of Captains Siara, Dine, Adams, and Swiatkowski this new structure has become key to facilitating the projects in this presentation.

BUILDING

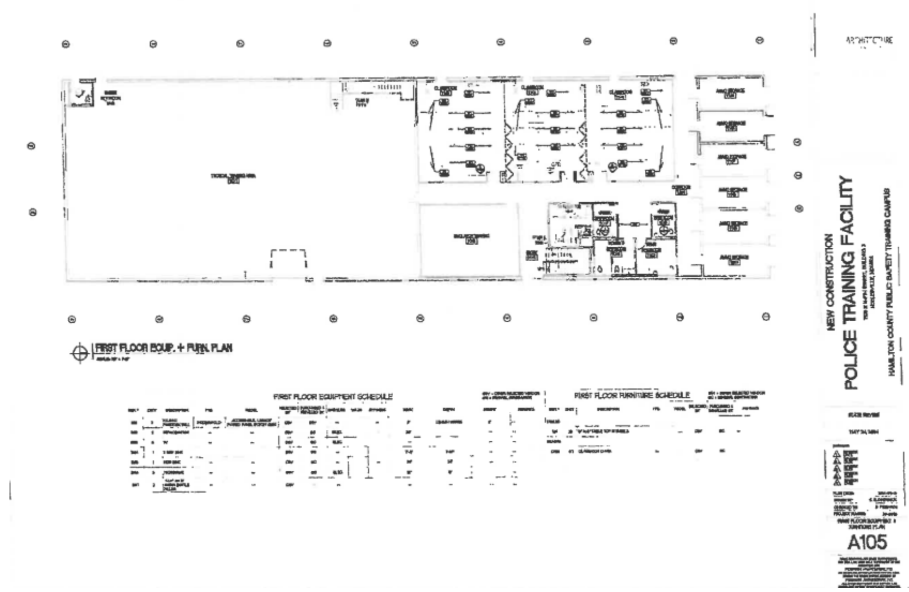
While the planning for a new police department pre-dates 2024, the progress made this year has been substantial. Utilizing officer and staff input and in consultation with architects, construction firms, city officials, and contractors a majority of the schematic design contract was completed in 2024. The City also made the final decision on the location for the new building and entered into a $3.8 million land purchase agreement for a 10-acre parcel on Grand Park Blvd. Furthermore, a $2.3 million design development contract was also approved. While we continue to work with our design team and the mayor to value engineer this project, we anticipate breaking ground on this project mid 2025 with an anticipated completion in early 2027. I truly appreciate the input from all of the staff on this project. It will be this feedback that will make this project a success. I also want to recognize all of the work done by Assistant Chief Jordan. He has been involved with this project since the beginning and has worked diligently to make sure this project meets the needs of all staff.

MERIT SYSTEM

One of the first challenges I was made aware of when I began in April was the need for our department to establish a merit system before January 1, 2025. Over several months, I had discussions with each of you regarding what a merit system would mean for our department. In August of this year, the City Council voted for the passage of Ordinance 24-59 establishing a merit system for the Westfield Police Department. On October 2, 2024, a majority of the active members of the department voted to adopt the ordinance. As we enter 2025, the next step in the process will be the appointment of the five merit commissioners. Two of those will be elected by the active sworn members of this department between January 1st and March 1st. Notice for that process and dates for the election of commissioners will come from the Board of Works. The move toward becoming a merited agency not only puts us in line with the other cities in Hamilton County, it also demonstrates an investment in professionalism.

HAMILTON COUNTY PUBLIC SAFETY TRAINING CAMPUS

Another project that directly impacts our operations in terms of training is the Hamilton County Public Safety Training Campus. I was informed that a training campus of this type in Hamilton County has been discussed for decades. Fortunately, 2024 has seen significant progress in making this a reality.



As an agency, this project will provide us with a much-needed firing range and a separate training building for scenario-based training. The design work and value engineering for this project were completed and presented to the county council in early December. The estimated total cost was over $30 million for the project and is expected to be brought back to the council in January for further consideration. Thanks to Mayor Willis, a tentative agreement was reached with the county to utilize our training site on River Road for this project. Should all go as planned, it looks like this project could be in place for our use sometime in 2026.

POLICY ENHANCEMENTS

In 2024, we received our re-accreditation certificate from CALEA and a dual accreditation through the Indiana Law Enforcement Accreditation Commission. Thank you to Lieutenants Houston and Lilly for the work you did to improve our policies in 2024 and ensure we met CALEA standards. Based on feedback from across the agency and an independent review, we have made significant updates/changes to roughly twenty policies over the last six months. Topics such as pursuits, firearms, less lethal weapons, appearance, maternity accommodations, and mission statement were all examined and updated. These changes are meant to address the direction the department is taking to better prepare our agency for growth and effectiveness. Thank you to all who provided feedback and helped update these policies. In 2025, we will begin a more extensive review using Lexipol to reformat and update our policies.

VEHICLES

During 2024, the department was successful in acquiring and outfitting 22 new vehicles to meet the demands of additional staff and replacement of aging vehicles. Currently, all but five have been issued to officers. Ongoing conversations with our fleet outfitter have benefited the department by identifying issues and working to improve efficiencies in the process. We have also been working to increase communications with officers about fleet-related issues. In addition, all in-car radios were replaced and the first drone-specific vehicle build was completed. Thank you to Lieutenant Vickroy and Sergeant Nichols for making all this possible.

FIREARMS

In 2024, the department took the first steps in testing two red-dot sight platforms and two different firearms during open ranges. Based on your feedback, the department will be moving forward with a plan to migrate to a red-dot sight for your primary duty handgun in 2025. The goal of this program is to enhance officer's shooting responses and improve overall shooting scores. Once a final decision is made on which handgun and sight will be purchased, the firearms instructors will receive their guns first and undergo a tactical instructor course to teach the rest of us to better use the weapon with the optic sights. The hope is to have everything in place for the fall 2025 qualifications. Thank you to Sergeant Kang and Officer Dugger for your time on the range and for helping officers evaluate these platforms.

EQUIPMENT

After an initial spring assessment, multiple new purchases of equipment occurred to better prepare operations personnel in the field. Initial purchases of two rifle-rated shields, one handgun-rated shield, breaching equipment, two pepper ball launchers, and two 40mm launchers were made available to operations personnel. Furthermore, all patrol cars were equipped with fire extinguishers, and three new speed signs were put into service. Two replacement drones and our first drone/launch box were also purchased. Three additional speed signs will be purchased in 2025.

Perhaps the largest equipment investment for 2025 is the signing of the 5-year AXON Officer Safety contract. This contract will provide the most recent body-worn cameras for all sworn personnel, the new Taser 10 for all sworn personnel, unlimited data storage, and the new Fleet 3 systems installed in all patrol, pool, and SRO vehicles. This contract will greatly enhance our capabilities by replacing dated TASERS and providing the most recent technology available.

In addition to the acquisition of new equipment, the physical storage space for issued equipment was relocated to allow for better organization. In 2025, the traditional quartermaster system will become more narrowly focused on new officer outfitting, while existing officers will update uniform items through a clothing allowance. This process change should result in a more efficient and effective system better able to accommodate growth. Thanks to Assistant Chiefs Jordan and Grimes, Lieutenant Vickroy, Sergeant Nichols, Captains Siara and Dine, and all those who helped order and make available this equipment.

TRAINING

Throughout 2024, the department conducted over 2,500 hours of training. This included the start of open monthly training in firearms and physical tactics. During this time, we began to shift to a training philosophy guided by internal and external training coordinators. To accommodate the planned internal training for 2025, the selection of over twenty instructor positions was conducted covering firearms, LIDAR, less lethal, tactics, and physical tactics. Additional positions will be selected through 2025 to fulfill future training needs.

In 2024, the department hosted training in the following areas: Crisis Intervention Training, LLRMI: Interview Deception: The Truth about Verbal and Body Language Cues, LLRMI: First Officer and/or Supervisor on the Scene of Death and Homicide Investigation, NTOA: Less Lethal Use During Protests, and Officer Involved Shooting Training. A minimum of ten external training sessions will be hosted throughout 2025 and will provide a substantial increase in training through reduced tuition costs and without travel expenses. These classes are just the beginning of our goal to become a premiere location for law enforcement training as we transition into a new facility.

A special thanks to Captain Swiatkowski, Sergeant Kang, Sergeant Larrison, and Officer Wygant for all their efforts to make these things possible. I also want to recognize all of the shift and investigative supervisors who began the process of providing monthly shift training and all of the instructors who have helped with open monthly and shift training.

Perhaps one of the most important forms of training is that which is provided by our field training officers. During 2024, our FTOs trained five new officers and will be responsible for training seven to start the year in 2025. Thank you to Officers Gehlhausen, Thomas, Gebhart, Bowell, Bennett, Howard, Kljajic, and Robins for taking on this vital role in our department in 2024. Also, thank you to Officers Adley, Mathioudakis, Olowinski, Lisa Ottenweller, Terry, and Woods for stepping forward to become FTOs.

K-9

In 2024, we began the initial steps to build a dual-purpose K-9 program. During interviews, many of you expressed concern that we routinely requested assistance from surrounding agencies when it came to K-9. At the time, we only had one K-9 left in the patrol division and none capable of tracking or apprehension. Beginning with Sergeant Abney, we took the initial steps to procure our first dual-purpose K-9 and began working on policy changes to our program. Furthermore, we began discussions to acquire two additional K-9s in 2025 and a fourth in 2026. Selection of the first 3 officers for the program has taken place. By 2026, our goal is to have one K-9 on each of the four shifts. I appreciate the efforts of Sergeant Abney, Captain Siara, and A/C Grimes for their work on the policy development. I also want to thank all of the officers who showed an interest in the program and congratulate Officers Howard and Robins.

TECHNOLOGY

In addition to the investments in new body-worn cameras, in-car Flock capable cameras, and new Taser 10s for 2025, a number of new investments in technology have taken place in 2024 and more are planned for 2025.

Our drone team completed over 330 flights in 2024, fully implemented Drone Sense software across the fleet to provide data, overlays, and real-time flight video feeds, and provided 15 hours of pilot training to tenured drone pilots in 2024. Additionally, the drone team completed a process for doubling the size of current drone pilots from six to twelve and provided 12 hours of training for new pilots in

2024. The team also added two new drones in 2024 and provided $10K in savings by working with county EMA to take over the cost of our DroneSense software. The members of this team have been instrumental in setting up command for multiple city events and providing equipment along with real-time video /overwatch for command staff. A special thanks to Sergeant Nichols, Officer Gebhart, and all of the existing and new drone pilots.

In 2024, the department also invested in the Plan-It scheduling software in order to provide real-time access to scheduling for the entire department. While we are still working with the Clerk Treasurer's Office to coordinate data transfers with ADP, I am very appreciative of the work that has been done by Captain Adams to get this project moving.

As we look ahead, we anticipate a larger investment in new technologies. Investments in additional drone technology that has the capability of feeding into the county-wide real-time crime center will be a focus of that investment.

COMMUNITY ENGAGEMENT

Many times, community engagement is closely associated with the public information officer position. During 2024, our PIOs and staff engaged and assisted in organizing 58 unique outreach events. From a social media perspective, they worked to increase followers by over 3K, produced over 2.8 million impressions, and had over 290,000 engagements. Special acknowledgment to Lieutenant Hollowell for diligently overseeing the Citizens Academy class of 2024, re-establishing the Citizen's Academy Alumni Group, expanding communications with businesses and HOAs to facilitate the expansion of our Flock program, and all the work he has done to make the many outreach programs a success. I also want to recognize Officer Thomas for his organization of the Special Olympics Tip-a-Cop at Birdies and all the officers who supported the event. Captain Adams, Captain Dine, and Sergeant Diaz have also done an excellent job serving as PIOs and managing our social media accounts.

The backbone of the department and the group of officers who interact with the public more than any other is our uniform division. In 2024, the uniform division responded to 45,377 calls for service and took 1,746 offense reports. The department made 630 adult arrests and 107 juvenile arrests. As you can see, less than 2% of those over 45,000 calls involved arrests. This means a majority of their time is spent providing services such as the 851 accidents they responded to or the countless times they were called to resolve disputes or facilitate getting others mental or medical services. The uniformed officer is the public's first and most frequent impression of the police department. Whether it is 10 A.M., 3 A.M., 100 degrees, or 2 degrees, you are who the public calls to help, and how you treat them has had the biggest impact as to why our community supports us. While there is not enough space in this document to cover all the things you have done this year to protect this community, thank you to every uniform officer and supervisor for doing what you do day and night.

Our School Resource Officers engage with the most important group in our community. In addition to their daily interactions with the children of this community, they worked to perform a number of presentations to students and assist in quarterly meetings to address searches and threat assessment protocols. Some of the presentations they took part in included: the Annual Little Citizens Academy (2 sessions), High School Driving Under the Influence, High School Cell Phone and Internet Safety Classes, and the Intermediate School Drone Class. Thank you to Sergeant Dougherty and all of the SROs for your commitment to the safety and well-being of the children in our schools.

Without a doubt, the single biggest complaint I have received as chief involves traffic complaints. During 2024, Sergeant Baldridge and Officer Harris conducted a combined 1,709 traffic stops as traffic officers. They also deployed just under 50 individual speed signs and over 1,300 driving complaints related to requests from citizens. In addition, they participated in traffic and interdiction programs and assisted with FTO onboarding. Thank you to both of you for your diligence in enforcing traffic laws and your efforts to deter poor driving behaviors.

In 2024, members of the honor guard participated in three line of duty funerals, three city events, seven training sessions, and traveled to Washington D.C. to honor our fallen officers this past May. The honor guard represents the department at some of the most somber and formal times. Thank you to Captain Adams, Lieutenant Short, Sergeants Kang and Diaz, Detective Howard, and Officers Gebhart, Trump, and Mattes. I appreciate that you volunteer to represent the department and honor those who have given their lives in the line of duty. I know that dropping everything to attend funerals with little notice is a true commitment, and I appreciate your sacrifice. I would also like to acknowledge Lieutenant Gentry's work in researching Night Watchman William Meade Smith. His work resulted in the official recognition of a lost line of duty death for our agency. I would also like to express my appreciation for our chaplains Daniel Minton, Matt Gaylor, and Maicol Venter. Thank you for volunteering your time to support this community and the members of our department.

A number of officers and supervisors in the department go beyond their normal duties and seek to serve and interact with the public in voluntary units. These units and specialties perform critical functions and require extensive additional training. Thank you to all of you who volunteer to take on the additional duties involved in being members of the Event Response Group, Crash Reconstruction Team, Emergency Services Unit, Road Technicians, or Crisis Negotiators. I also am appreciative of those of you who serve as DREs or language translators. Your decision to step forward and take on these additional roles makes our community safer for both the public and other officers.

Like the uniformed patrol division, the detective division has significant interactions with members of the public through follow-up investigations and after-hour call-outs. Whether it is 2 PM or 2 AM, our detectives and criminalists are processing crime scenes and interacting with witnesses, victims, and suspects involved in some of the most serious crimes. Many times, those interactions determine whether the investigation results in criminal charges or not. Both our task force detectives and our general case assignment detectives are essential in the successful prosecution of cases, and I appreciate everything you do to hold criminals accountable and find justice for victims. During 2024, Detective Mitchell was selected as the ICAC Investigator of the year. This recognition demonstrates the caliber of investigators we have at Westfield. While not every case always receives the recognition that it deserves, please know that I appreciate all the effort that goes into the cases you work on a daily basis.

Our records personnel have also done an amazing job of interacting with the public who contact the department in person or by phone to obtain police and accident reports, departmental hiring information and testing, handgun permit applications, or request background checks for employment. In 2024, our records staff handled the release of over 1,900 cases and calls for service, 40 records expungements, the review of over 1,800 cases, and 71 public records access requests. They have also handled 82 child car seat inspections and installations and volunteered over 60 hours for Colts Camp and Jake Laird Day. These interactions are just another way the public weighs the level of professionalism in our department. You all have done an outstanding job in that regard. Thank you to Andrea, Kristie, Amber, Taylor, and Pam.

The coordination of all of these interactions and functions is managed and overseen by Assistant Chiefs Jordan and Grimes, and Captains Siara, Dine, Adams, and Swiatkowski. Their positions are essential in this process, and I am fortunate to have them supporting our mission.

RECRUITMENT/RETENTION

During 2024, the department conducted two separate hiring processes and conducted four unique recruiting events. In total, the department hired 12 sworn officers in 2024 to fill new positions and vacancies created by retirement and resignations. Without a doubt, recruitment is near the top challenge for law enforcement nationally. The ability to recruit, hire, and retain the best-qualified employees is critical in a field that is responsible for making near-instant life or death decisions. Thank you to Captain Adams and all of the officers who helped with background investigations and interviews. Without your efforts, we would not be in a position to start 2025 fully staffed.

As we continue to strive to recruit and retain the best talent moving forward, we will work with the new merit board to effectively promote the opportunities and growth at Westfield. We will also continue to monitor our competition and look for unique ways to reward continued employment with our department.

ADMINISTRATION/BUDGET

Virtually every service we provide in policing requires funding to accomplish. Most people who are not involved in the budget process probably do not realize how much work is involved in developing a municipal budget capable of supporting projects and operations. The process is ongoing and requires constant monitoring to ensure payments are made and line items are sufficient to account for mid-year changes. In 2024, the department administered a $16M annual budget that supported new initiatives and creatively utilized existing funds to acquire equipment and software to improve departmental impact, safety, and effectiveness. A huge thank you to Assistant Chief Jordan, Andrea, and all those who helped accomplish this and still remain in the black.

SPECIAL EVENTS

During 2024, our department successfully supported the following special events and details:

- Melt the Trail 5K, Shamrock Drop, Memorial Day ceremony
- Kelly 5k
- Farmers Market
- Jams at the Junction
- Solar eclipse event
- Westfield Rocks the 4th
- Colts Camp
- Trick-or-Treat in the Plaza
- Westfield in Lights

A special thanks to Lieutenant Vickroy and all of the civilian staff, officers, and supervisors who helped make these events safe and successful. I would also like to acknowledge all of the civilian members of our Citizen's Academy Alumni, who volunteered their time throughout this past year to help with these events. I look forward to expanding their involvement in 2025.

CONCLUSION

The volume of activity and level of coordination necessary to make all of this happen while still performing daily duties under sometimes chaotic conditions says a lot about this organization and the people in it. We are not always perfect and sometimes may even disagree on the best way to accomplish something or who is best suited to do so. However, the fact so much has been accomplished so quickly underscores the fact that despite our occasional differences, we always come together when it is most needed. We are one of the most professional police organizations in this state, and I am exceptionally proud of the work every one of you does every day. Thank you for being part of this organization, and I look forward to what we can accomplish together in 2025.

A CALEA
ACCREDITED AGENCY

WESTFIELD POLICE DEPARTMENT
GOALS AND OBJECTIVES FOR 2025

PERSONNEL

Goal 1
Prepare seven new sworn personnel for deployment and solo service.

Objectives

1. Complete all FTO tasks and mandatory training requirements.

2. Ensure all uniforms, equipment, and vehicles are issued for deployment.

Goal 2
Deployment of Community Service Officer for service.

Objectives

1. Complete initial training and instruction in essential job functions and department policy.

2. Ensure all uniforms, equipment, and vehicles are issued for deployment.

3. Certifications in animal control and other areas for essential job functions.

Goal 3
Expansion of the Criminal Investigative Division capabilities through addition of personnel and task force opportunities.

Objectives

1. Selection, training, and assignment of one case detective in the violent crimes unit.

2. Selection and assignment of investigator to the Hamilton County Drug Task Force.

3. Training of investigator for the FBI White Collar Crimes Task Force and CID's Financial Crimes Unit.

Goal 4
Addition of School Resource Officer to enhance school safety.

Objectives

1. Selection of additional officer to school resource officer program based on MOU with Westfield Washington School District.

2. Completion of training and NASRO certification.

3. Assignment of SRO based on most effective location to enhance safety and security of schools.

STRUCTURE AND DIRECTION

Goal 1
Integrate new mission statement and core values into all department operations and training.

Objectives

1. Posting of new mission statement and core values throughout building and work areas.

2. Provide initial training/discussions on core values and our mission statement as it relates to our culture and how we serve the public.

3. Ongoing recognition of staff for their efforts to model core values and accomplish our mission.

4. Emulation of core values by supervision.

Goal 2
Complete the development and utilization of new evaluation system and forms.

Objectives

1. Selection of six essential functions for each position.

2. Incorporation of existing city performance evaluation form with essential functions to develop new, job specific, WPD Bi-Annual Performance Evaluations for each employee.

3. Work with newly formed merit board to establish dates for each six-month rating period for submission to endorser, rated member, chief, and merit board.

4. Provide training to all supervisors on the new form.

5. Utilize the new form for first six-month rating period beginning in July 2025.

Goal 3
Strengthen relationships with neighboring agencies to enhance emergency response and interoperability.

Objectives

1. At the command level, continue to take part in regular meetings and discussions with the other Hamilton County chiefs and sheriff.

2. Engage in joint training and planning with other public safety agencies geared toward joint responses, shared resources, and preparedness.

3. When opportunities arise, aid and resources for emergency events to cultivate relationships.

POLICE HEADQUARTERS BUILDING

Goal 1
Begin construction of new police headquarters.

Objectives

1. Collaborate with architecture and construction firms to ensure a comprehensive design development plan is completed to begin construction, which includes defining project objectives, scope, budget, and timeline.

2. Coordinate with stakeholders, including clients, architects, engineers, subcontractors, and suppliers to ensure alignment and understanding of project requirements.

3. Attend weekly meetings with architects, project managers, engineers, owner's representatives, and other project stakeholders.

4. Conduct site visits and progress inspections.

5. Monitor project costs throughout the construction process, ensuring adherence to the budget and identifying cost-saving opportunities.

6. Review and approve invoices and change orders to ensure accurate financial transactions.

7. Maintain excellent, professional working relationships with all project stakeholders.

8. Evaluate project progress and share information consistently with officers and staff.

9. Present information in public settings or meetings as needed or when requested.

POLICE MERIT SYSTEM

Goal 1
Operationalize the new police merit system.

Objectives

1. Coordinate posting of meeting to elect merit commissioners prior to March 1st by Board of Works.

2. Conduct election of merit commissioners prior to March 1st.

3. March 1st appointment of all commissioners.

4. Work with and support commission in their mission to create local rules regulating hiring, promotion, and disciplinary matters.

5. Provide newly implemented evaluation forms to merit commission biannually as required by statute.

HAMILTON COUNTY PUBLIC SAFETY TRAINING CAMPUS

Goal 1
Assist with county plans to begin construction of the Hamilton County Public Safety Campus.

Objectives

1. Take part in any meetings with county officials, architects, project managers, engineers, subcontractors, and suppliers to ensure alignment and understanding of project requirements.

2. Evaluate project progress and share information consistently with officers and staff.

POLICY ENHANCEMENTS

Goal 1
Complete migration of current policies to Lexipol format if deemed beneficial.

Objectives

1. Complete an initial meeting with Lexipol to ensure their services are beneficial to an agency currently CALEA and ILEAC certified.

2. Begin process of working with Lexipol to develop a working process to provide policies, and approval authority.

3. Determine the volume of policies and a set timeline to review and return to Lexipol for reformatting.

4. Complete all policy migration to new format by end of 2025.

VEHICLES

Goal 1
Conduct a review of the current vehicle platform, accessories, and service providers to ensure best fit.

Objectives

1. Establish a working group to research and gather feedback from officers, staff, suppliers, other law enforcement agencies, and subject matter experts on the performance of vehicles, accessories, and service providers.

2. Develop a matrix of categories for comparison between vehicles, accessories, and service to ensure a fair review of products and services.

3. Generate a report of the findings and recommendations to be presented for budgetary considerations prior to May 1st.

Goal 2

Produce an updated vehicle purchasing schedule based on personnel and operational needs.

Objectives

1. Based on current and projected personnel growth, vehicle trade-in value, and repair costs project vehicle needs over the next five-year period.

2. Generate a report of the findings and recommendations to be presented for budgetary considerations prior to May 1st.

EQUIPMENT/TECHNOLOGY

Goal 1

Expand the use of technology and equipment to improve operational effectiveness, officer safety, and crime control efforts.

Objectives

1. Complete training, certification, and deployment of the new Taser 10 to all sworn officers.

2. Complete training and implement the use of the AXON Virtual Reality Training System.

3. Complete installation and use of AXON Fleet 3 in-car cameras with FLOCK automatic license plate recognition.

4. Implement advanced software systems that streamline fleet inventory tracking, scheduling and maintenance.

5. Coordinate final stages of implementation of PowerTime scheduling software with the clerk's office.

6. Issuance of new AXON Body-Worn Cameras 4 to all personnel.

7. Upgrade of primary handgun to a red dot sight platform.

8. Update hiring and background check software to enhance recruitment efficiency.

9. Deploy three additional speed signs in 2025 to improve roadway safety and reduce waiting list for neighborhood requests.

Goal 2
Develop a plan for enhancing the use of drone technology for deployment as a first-responder program.

Objectives

1. Consult with the Hamilton County Real-Time Crime Center to determine which drone technology and software is interoperable with the newly established center.

2. Begin meetings with hardware and software providers to determine needs for our city patrol area and obtain quotes for budgeting.

3. Develop a plan that would result in enhanced utilization of the real-time crime center with drone deployments for designated calls for service and emergency responses or special events.

4. Secure funding tied to a concrete timeline for implementation of the program.

TRAINING

Goal 1
Fully implement new enhanced training plan throughout the agency focused on increasing training for officers, reducing costs, and increasing visitors to our city.

Objectives

1. Host a minimum of ten schools utilizing our classroom spaces to provide diverse training opportunities for officers and supervisors.

2. Post opportunities for uniformed officers to participate in outside training focused on officer development, investigatory, and tactical patrol techniques.

3. Continue to offer monthly mat trainings with department defensive tactics instructors.

4. Continue to offer monthly open range training with department firearms instructors.

5. Continue to conduct on-shift monthly trainings

6. Complete selection of all instructors for the seven core instructor groups.

7. Post all mandatory training dates and qualifications by January 15th.

8. Implement the ILEA firearm's qualification course of fire for all personnel.

9. Collaborate with outside agencies to further enhance training and relationships.

10. Capture data, conduct surveys, and seek feedback to inform agency priorities and future training.

K-9

Goal 1
Fully operationalize our new dual-purpose K-9 program.

Objectives

1. Complete training of first dual-purpose K-9 and handler for deployment.

2. Complete and certify first three (3) K-9 officers for deployment.

3. Complete outfitting of officers and upfitting of vehicles.

4. Deployment of one (1) K-9 officer to three (3) of the 4 shifts by end of the year.

COMMUNITY/INTERNAL ENGAGEMENT

Goal 1
Expansion of engagement in areas.

Objectives

1. Improve and expand relationships with businesses and HOAs through outreach efforts.

2. Increase offering of crime prevention education to the public.

3. Enhance internal engagement through formal Awards Banquet in April 2025.

4. Use of Citizen's Academy Alumni to expand volunteer engagement to include patrols of trails by golf carts.

RECRUITMENT/RETENTION

Goal 1
Identify and implement measures to enhance recruitment and encourage retention of experienced and talented employees.

Objectives

1. Update hiring and background check software to enhance recruitment efficiency.

2. Monitor trends in financial compensation and benefit packages to stay competitive with our local competition.

3. Engage in targeted recruitment efforts that focuses on selling the unique opportunities and benefits to being an officer in Westfield.

4. Begin the process to create a pay-scale matrix to incentivize lateral officer hiring, while also retaining experienced/senior officers.

5. Research and provide further training to the department recruiting team for best recruiting and retention practices.

BUDGET

Goal 1
With stakeholders, create, build, and execute a budget which enables officers and staff to have the fiscal resources, incentives, and equipment to be safe, effective, and able to perform at a high level.

Objectives

1. Review all areas of the budget for alignment with departmental goals and strategic plan of department and city. Special consideration shall be given to the areas of personnel, overtime, equipment, and technologies.

2. Work with council and city administration to accurately share agency budgetary needs and earn support.

3. Attend meetings to present budget information internally and externally.

4. Compile and enter final budget information according to city requirements.

5. Monitor all spending and operate within allocated resource parameters.

6. Successfully implement new uniform allowance and communicate process to officers and clerk's office.

7. Process departmental and police building project invoices and expenses promptly and within established guidelines.

RECORDS

Goal 1
Delivery of high-quality support and communications within the unit and to all areas of the department.

Objectives

1. Conduct quarterly meetings with the shifts to maintain open communications and receive feedback.

2. Work to go paperless with the documents for the prosecutor's office.

3. Provide PowerDMS training to officers on the car seat program.

4. Conduct regular updates and information sharing within the unit.

Goal 2
Increase team performance by continuing to develop individual skills.

Objectives

1. Maintain regular communications with the Public Access Counselor.

2. Expand car seat and instructor certifications.

3. Ensure all unit members are cross trained in duties.

4. Attend training and updates on information systems utilized by unit.

<u>Goal 3</u>
Improve efficiency through streamlining of administrative processes.

<u>Objectives</u>

1. Focus on online requests for reports, fingerprinting, or golf cart services.

2. Move to a cashless system for payment of fees.

SPECIAL EVENTS/PLANNING

<u>Goal 1</u>
Conduct exceptional special event planning and incident management.

<u>Objectives</u>

1. Identify, plan, and manage special events and incidents using Event and Incident Action Plans and interrelated elements.

2. Plan for and utilize a Unified Command System and establish requirements at a minimum for the following:

    a. LIV Golf Tournament
    b. Colts Training Camp
    c. Westfield Rocks the 4th
    d. Significant Critical Incidents and Disasters

3. Develop a comprehensive plan to cover enforcement and logistics for the proposed expansion of golf carts in Westfield.

4. Ensure appropriate personnel and resources are utilized for events.

5. Work professionally with City and external stakeholders.

WELLNESS

Goal 1
Expansion of our current wellness program to better serve our employees and community.

Objectives

1. Develop and implement an expanded wellness program for all employees focused on physical, emotional, financial, spiritual, and occupational support and development.

2. Based on feedback from employees, determine if an agency-wide wellness coordinator position should be established and if the position should be sworn or civilian.

3. Create a position description for the wellness coordinator to include responsibilities for existing and expanded areas of employee wellness.

4. Explore the benefits in future expansion of the coordinator's responsibilities to include mental health in the community with a focus on reducing repeat calls for service for mental health and addiction issues.