

**BOARD OF PUBLIC
WORKS & SAFETY
MEMBERS**

Nick Barbknecht
Chuck Lehman
Mayor Willis



***CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda***

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, February 26, 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

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – January 22, 2025

CHANGES TO AGENDA

CONTRACTS/AGREEMENTS

Public Hearing

Action Item #2:

- Bravia Services, City of Westfield, & Westfield Fire Department - Station #85 Selection Committee – BOT Solicitation

Action Item #3:

- Options Charter School, Inc. & City of Westfield – Termination of Payment in Lieu of Taxes Agreement

Action Item #4:

- East Street Temporary Easements Release

Action Item #5:

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

Action Item #6:

- **Citizens Water of Westfield & City of Westfield – Utility Reimbursement Agreement - Monon Tunnel at 161st Street**

Action Item #7:

- **Adoption of Proposed Request for Proposals for Residential Solid Waste, Yard Waste, Recycling Collection & Disposal**

Action Item #8:

- **Christopher B. Burke Engineering, LLC & City of Westfield – On-Call Stormwater Services – Professional Services Proposal**

Action Item #9:

- **Resolution Group & City of Westfield – 2025 MS4 Compliance Assistance – Stormwater Management – Professional Services Proposal**

Action Item #10:

- **eimage Technology Group, Inc. & City of Westfield – Statement of Work – Service Agreement**

Action Item #11:

- **Indiana Sign & Barricade, Inc. & City of Westfield - Contract for 2025 Pavement Striping Project**

Action Item #12:

- **Signing Authority for 2025 Concrete Street Patching project**

RESOLUTIONS

Action Item #13:

- **Resolution 25-104 - A Resolution of the City of Westfield Board of Public Works & Safety adopting a written policy establishing the procedures that apply to a**

member's participation in a Board meeting by electronic means of communication

Action Item #14:

- **Resolution 25-105 – A Resolution of the City of Westfield, Board of Public Works & Safety accepting a donation of real property interest.**

PERMIT APPROVAL

CONSENT AGENDA

- **February Bond Information**

DEPARTMENT REPORTS

- **WFD January 2025 Report**
- **WPD January 2025 Report**

ADJOURNMENT



CITY OF WESTFIELD, IN
Board of Public Works Meeting Minutes - 1/22/2025

OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht called the meeting to order at 1:07 PM

Deputy Clerk, Kim Strang called the roll. Nick Barbknecht and Chuck Lehman were present to make a quorum. City Attorney, Kaitlin Glazier and Deputy Mayor, Danielle Carey-Tolan were in attendance.

ELECTION OF BOARD PRESIDENT & VICE PRESIDENT

Chuck Lehman made the motion to nominate Nick Barbknecht for President. Nick Barbknecht seconded. Vote: Yes-2; No-0. Motion carried.

Nick Barbknecht made a motion to appoint Chuck Lehman as Vice President. Chuck Lehman seconded. Vote: Yes-2; No-0. Motion carried.

APPROVAL OF MINUTES

Action Item #1:

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

Action Item #2:

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

Motion to approve the minutes from December 18, 2024 was made by: Nick Barbknecht

Seconded by: Chuck Lehman

Vote: Yes-2; No-0 Motion carried.

Motion to approve the minutes from January 13, 2025 was made by: Nick Barbknecht

Seconded by: Chuck Lehman

Vote: Yes-2; No-0 Motion carried.

CHANGES TO AGENDA

Agreement with CB Walls, Inc. was added as Action Item #12.

CONTRACTS/AGREEMENTS

Action Item #3:

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

John Nail presented stating the contracted amount of \$440,000 is for Lochmueller Group to provide construction services/inspections when needed on various projects of the city. The first project Lochmueller will provide services on is the roundabout at 161st and Springmill.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote Yes-2; No-0 Motion carried.

Action Item #4:

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

John Nail presented stating this is the annual contract with A&F Engineering to provide Professional Engineering Services on a as needed basis. Items that the contract would cover are various traffic studies, preliminary intersection design, pavement markings, and signal timing analysis. The contract is task-based with the total of all tasks not to exceed \$20,000/year unless the contract is modified by the city.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote:Yes-2; No-0 Motion carried.

Action Item #5:

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

Matt Deck presented stating this is an extension of the original contract dated June 21, 2024 with J.S. Held, LLC to provide Owners Representative Services for the Union Square Garage Project. The extension would be for the duration of the Project and Closeout/Integration. The original contract was for \$32,460. The cost to extend those services through August 2025 is \$39,600 for the total amount of \$72,060.

Nick Barbknecht inquired how it was decided what department would manage the garage.

Matt Deck replied since it was determined it's a city facility, it falls under his department.

Chuck Lehman asked for verification, if the garage contains 300 spaces and if it was a city facility or part of a private development and is the city paying for the garage. Mr. Deck confirmed that there are 300 spaces and that the city is in conjunction with Old Town but the city is taking responsibility for the garage portion.

Motion to approve made by: Nick Barbknecht

Seconded by: Chuck Lehman

Vote:Yes- 2; No-0 Motion carried.

Action Item #6:

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

John Nail presented stating that this contract is for printing and mailing services, specifically for storm water billing. Previously the city has used Huntington Bank to provide these services, due to changes being made by Huntington, the city decided to look at other options. The city uses Springbrook for the stormwater billing portion and after researching found that PubliQ is a software company within Springbrook. It would be advantageous to use PubliQ in regards to communication and efficiencies between the two companies as their software links together. Moving to this company also saves the city money(approximately \$20,000/yr.) in mail and print services. This contract is for \$2,250 to get our initial template set up within their system and once this is done we would move to this company.

Motion to approve made by: Nick Barbknecht
Seconded by: Chuck Lehman
Vote:Yes- 2; No-0. Motion carried.

Action Item #7:

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

Michael Pearce presented stating this agreement would allow the State to award the city \$1,474,531, representing 50% of the eligible cost of the project (Pavement Replacement) and the city agrees to match funds towards the project. Mr. Pearce asked for approval of the grant agreement with acknowledgement that the funds will be used in accordance with the terms of the agreement.

*** Inadvertently the motion was made to approve Resolution 25-100. This will be acknowledged at the next meeting.**

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote:Yes-2; No-0. Motion carried.

Action Item #8:

- **Signing Authority – 2025 Resurfacing Project**

Michael Pearce presented stating this is the signing authority for the 2025 resurfacing project, which the grant funds mentioned in the above agreement will be used. The project is estimated to cost \$3,320,000. Bids will open on February 14th and due to a short turnaround time, they are seeking signing authority in advance.

Motion to approve made by: Nick Barbknecht
Seconded by: Chuck Lehman
Vote: Yes-2; No-0. Motion carried

Action Item #9:

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

Michael Pearce stated this contract is for the 181st and Wheeler Road roundabout. Bids for the project opened on December 19th, there were five bids received. The engineer's estimate came in just over \$2M. Calumet' bid was the lowest at \$1.386 M. That is a substantial savings on what was anticipated. The project is using state exchange dollars and will be an 80/20 split with INDOT. Mr. Pearce is asking for approval on the contract so that construction can move forward. Construction will start summer 2025.

Motion to approve made by: Nick Barbknecht
Seconded by: Chuck Lehman
Vote: Yes-2; No-0. Motion carried

RESOLUTIONS

Action Item #10:

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

Kaitlin Glazier spoke on the resolution, explaining state statute requires governmental entities to adopt identical resolutions to transfer property to one another. This resolution pertains to the property at 120 Camilla Court which is currently occupied by Four Fingers Distillery. The city owns the property but had a lease that was ran through and was managed by the DWA. The lease expired December 31, 2024 and the city wishes to transfer it to the RDC. The RDC has passed a resolution accepting the property. If you agree and adopt this resolution today, after the transfer the RDC and or the CDC will follow appropriate processes to lease the building and make some revenue.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote Yes-2 No-0. Motion carried

Action Item #11

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

Chief Keen presented that the Police Department has established a Merit System, which will be administered by the Westfield Police Department Merit Commission. In accordance with Ind. Code § 36-8-3.5-6(b), the active members of the Department are required to elect two Merit Commissioners, each from a different political party, before March 1, 2025. The Board of Public Works must provide at least a three-week notice to all active members regarding the meeting to elect the Commissioners. This meeting is scheduled for Wednesday, February 19, 2025, at 2:00 PM in the Westfield Police Department Training Room. The adoption of this

Resolution affirms the necessary procedures for establishing the Merit Commission.

Motion to approve made by: Nick Barbknecht

Seconded by: Chuck Lehman

Vote: Yes-0 No-0. Motion carried

Action Item #12

- **CB Walls, Inc. and the City of Westfield-City Services/Painting Contract**

Danielle Carey-Tolan relayed that this is a service agreement to paint the entire city services building. Three bids were obtained, CB Walls was the most conducive to the timeframe needed and best suited for the job and came with a bid lower than anticipated.

Motion to approve made by: Nick Barbknecht

Seconded by: Chuck Lehman

Vote: Yes-2 No- 0. Motion carried

CONSENT AGENDA

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

Bradie Louks explained that the update pertains to the city's fringe benefits policy as well as the vehicle driver policy. The policy the way is was stated every way in which a vehicle could be taxed or deducted. The update has narrowed it down to a commuter benefits policy as well as cents per mile if the employee has driving privileges for personal use.

Motion to approve the policy update made by: Nick Barbknecht

Seconded by: Chuck Lehman

Vote: Yes-2 No-0. Motion carried

- **January Bond Information**

Motion to approve the January Bond Information made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes- 2; No- 0. Motion carried

DEPARTMENT REPORTS

- **Fire**

Report given by Chief Gaylor

- **Police**

Report given by Chief Keen

- **Public Works**

Update given by John Nail

ADJOURNMENT

Motion to Adjourn made by: Chuck Lehman

Seconded by: Nick Barbknecht

Meeting Adjourned at 1:59 PM

Deputy Clerk

Member of Board

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>



Bravia Services

9465 Counselors Row • Suite 2000 • Indianapolis • Indiana • 46240



December 20, 2024

Board of Public Works & Safety
City of Westfield
2728 East 171st Street
Westfield, IN 46074

Members of the Board:

This letter is to summarize the process and provide details that support a recommendation from the Station #85 Selection Committee.

1. The City of Westfield and Westfield Fire Department wish to build fire station #85 (Project). Per resolution 23-117, the city agreed to pursue the development and construction of the Project in accordance with Indiana Code 5-23, often referred to as BOT delivery.
2. The Project was publicly advertised as dictated by statute in two separate publications, the Current and the Hamilton County Reporter.
3. On December 5th, five (5) firms provided a response to the RFPQ that included BW Construction, Garmong, Hagerman, Meyer Najem/GM Development, and Skender.
4. The Selection Committee consisting of the City's Chief of Staff and members of the Westfield Fire Department did not feel it was necessary to conduct team interviews.
5. The Selection Committee conferred and unanimously agreed on a development team and the average score of the responders is provided below.

BW Construction	Garmong Construction	The Hagerman Group	Meyer Najem & GM Dev.	Skender Construction
78.5	71	71.5	69.5	72.5

Selection Committee Recommendation:

The selection committee recommends that BW Construction be awarded the contract as the developer of WFD Station #85. This recommendation is based on their extensive experience with the BOT process, past projects procured under this state law, and the positive experience of other municipalities with BW Construction according to their references. BW Construction's proposal indicated a preconstruction and scoping fee of Twenty-nine thousand, seven hundred and sixty dollars (\$29,760.00). They have agreed to move forward with design support with a signed Notice of Intent (NOI) so that we could work concurrently on the contract and will bill the preconstruction fee upon the submission of the GMP.

Sincerely,

Kenneth L Alexander
Kenneth L. Alexander, VP/COO
Bravia Services, LLC

Cc: File: Bravia Services\City of Westfield\Westfield Station 85\BOT RFPQ - Nov 2024

TERMINATION OF PAYMENT IN LIEU OF TAXES AGREEMENT

This Termination of Payment in Lieu of Taxes Agreement (this “**Termination Agreement**”) is entered into as of the ____ day of February, 2025 (the “**Execution Date**”), by and between the City of Westfield, Indiana, a municipal corporation and political subdivision of the State of Indiana (“**City**”), and Options Charter School, Inc., an Indiana nonprofit corporation (“**Owner**”):

Recitals

WHEREAS, pursuant to that certain Payment in Lieu of Taxes Agreement (the “**PILOT Agreement**”) by and between City and Owner, dated May 22 2019, City and Owner agreed that Owner would make payments to City in lieu of real estate taxes with respect to certain real estate located North of State Road 32 and Gunther Drive (the “**Real Estate**”), as more particularly described in the PILOT Agreement; and

WHEREAS, City and Owner have agreed to terminate the PILOT Agreement in accordance with the terms set forth herein;

Termination Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereby agree as follows:

1. Termination. City and Owner hereby terminate the PILOT Agreement as of the Termination Date (as hereinafter defined), subject to the terms and conditions of this Termination Agreement. From and after the Termination Date, the PILOT Agreement shall terminate and be of no further force or effect, subject to the terms and conditions of this Termination Agreement. From and after the Termination Date, Owner shall no longer be obligated to pay City annual amounts in lieu of taxes, and Owner shall no longer be exempt from its obligation to pay property taxes on the Real Estate.

2. Termination Date. Effective as of the Effective Date (the “**Termination Date**”), the PILOT Agreement shall terminate and be of no further force or effect, except for: (a) those obligations first arising prior to the Termination Date; (b) any indemnification obligations of the PILOT Agreement; and (c) all other provisions of the PILOT Agreement that expressly survive termination. Through the Termination Date, Owner shall perform and observe all obligations and conditions to be performed and/or observed by Owner under the PILOT Agreement, including, without limitation, payment of all amounts due to City.

3. Authority. Each of the persons executing this Termination Agreement on behalf of City and Owner represents and certifies that: (a) he or she is empowered and authorized by all necessary action of City and Owner, respectively, to execute and deliver this Termination Agreement ; (b) he or she has full capacity, power, and authority to enter into and carry out this Termination Agreement; and (c) the execution, delivery, and performance of this Termination Agreement have been authorized by, and this Termination Agreement is the legal, valid, and binding obligation of, City and Owner, respectively.

4. Acknowledgments. Owner hereby acknowledges and represents that, as of the Execution Date: (a) the PILOT Agreement is in full force and effect; and (b) City and Owner currently are not in default of any term or condition of the PILOT Agreement.

5. Miscellaneous. The terms and conditions of this Termination Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. In the event of any conflict between the PILOT Agreement and this Termination Agreement, the terms and conditions of this Termination Agreement shall control. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PILOT Agreement. The section headings herein are for convenience and shall not be considered in any way to affect the interpretation of this Termination Agreement. No agreement by and between City and Owner to modify or amend this Termination Agreement shall be binding and enforceable, unless all terms and conditions of the modification or

amendment are set forth in writing and signed by City and Owner. If this Termination Agreement is executed in multiple counterparts, then all counterparts taken together shall constitute this Termination Agreement. A facsimile or electronically transmitted counterpart of this Termination Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the Execution Date.

CITY:

CITY OF WESTFIELD, INDIANA, a municipal corporation and political subdivision of the State of Indiana, by and through its Board of Public Works and Safety

By: _____
Scott Willis

By: _____
Chuck Lehman

By: _____
Nick Barbknecht

ATTEST:

By: _____

OWNER:

OPTIONS CHARTER SCHOOL, INC.,
an Indiana nonprofit corporation

By: _____
Mike Gustin, President

PAYMENT IN LIEU OF TAXES AGREEMENT

This **PAYMENT IN LIEU OF TAXES AGREEMENT** (this "Agreement") is dated and made and entered into effective as of this 22nd day of May, 2019, by and among the CITY OF WESTFIELD, INDIANA, a municipal corporation and political subdivision of the State of Indiana (the "City"), and Options Charter School, Inc. (the "Owner").

RECITALS:

A. WHEREAS, the Owner desires to acquire, develop and build Options Charter School in the Oak Manor North Planned Unit Development District project on certain real estate located North of State Road 32 and Gunther Drive, real estate is legally described on Exhibit A attached to this Agreement (the "Real Estate").

B. WHEREAS, the Real Estate is located in the East Side Economic Development Area established pursuant to IC 36-7-14-39.

C. WHEREAS, the Owner seeks to develop and build the Project for the purpose of providing Options Charter School facilities in the City of Westfield.

D. WHEREAS, the Owner further anticipates that approximately \$3,250,000 will be invested in order to acquire, develop and build the Project.

E. WHEREAS, the Owner has further agreed to make certain payments-in-lieu-of- taxes that will ensure the City and its taxing units receive payments for public services while also supporting the development of the Project and public services to be used by employees and students of the Project as well as to comply with the zoning restrictions protecting the economic development envisioned by the Westfield Redevelopment Commission (the "RDC") and Economic Development Department plans.

F. WHEREAS, in order to support the acquisition, development and construction of the Project, the City and the Owner have agreed that the Owner will make payments to the City in lieu of the real estate taxes pursuant to the terms of this Agreement.

G. WHEREAS, City is authorized to enter into this Agreement pursuant to Indiana Code 36-1-3 *et seq.*

H. WHEREAS, the parties desire that the payments made pursuant to this Agreement shall be made in lieu of the real estate taxes that would have been paid if the Real Estate was not totally or partially exempt from paying real estate taxes.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

Section 1. Payments in Lieu of Taxes.

Section 1.1. (a) Owner represents and warrants that it is in compliance with the requirements of the Property Tax Exemption Statute with respect to the ownership, financing and operation of the Real Estate, and during the term of this Agreement, Owner covenants and agrees it shall at all times remain in compliance with the requirements of the Property Tax Exemption Statute.

(b) Owner acknowledges that this PILOT Agreement does not confer any property tax exemption on the Real Estate and that in order to obtain any such property tax exemption or partial exemption, the Owner must timely file its Property Tax Exemption Application, including renewal applications, if any are required, with the Hamilton County Assessor requesting an exemption pursuant to the Property Tax Exemption Statute from Owner's obligation to pay all or a portion of its property taxes on the Real Estate and the Owner must meet its burden of proof under Indiana law pursuant to the normal application and determination process applicable to the Property Tax Exemption Statute to justify and receive such exemption.

(c) The Annual In-Lieu of Amount shall be as follows:

Owner shall pay City the sum of \$18,768.00 per year commencing calendar year 2022 payable January 1 of each year for so long as Owner, its related party or successors and assigns owns the Real Estate and operates a school on the Premises. At the time Owner conveys or transfers any interest in the Real Estate to an unrelated entity, this PILOT Agreement shall terminate.

Section 1.2. Owner hereby reserves the right to contest and to appeal the amount of any tax assessment of the Real Estate. Any such challenge must be done with prior consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, and will not affect the timely payment of the Annual in Lieu of Amount described in Section 1.1(c), provided, however, any reduction in the Annual in Lieu of Amount as a result of the contest or appeal shall be refunded to the Owner, with interest, if any, computed as if the In Lieu of Payments were property taxes upon the final determination by the County Assessor or, if applicable, the Hamilton County Property Tax Board of Appeals, the State Tax Board or any court of competent jurisdiction.

Section 1.3. Owner shall be liable for prompt payment of all In Lieu of Payments when due. Owner shall be liable for all penalties, costs and expenses imposed under IC 6.1.1-22-1 *et seq.* and IC 6-1.1-37-1 or any statute which amends or replaces them for delinquent In Lieu of Payments as if the In Lieu of Payment amount was property taxes.

Section 1.4. "Term" of the Agreement will begin following the Owner's acquisition of the Real Estate by obtaining title thereto or entering into a lease thereof or other similar arrangements. The Agreement shall terminate when Owner transfers title to the Real Estate to an unrelated entity and no longer has any ownership interest in the Real Estate.

Section 1.5 In the event Owner transfers any portion of the Real Estate to a non-exempt transferee, this Agreement, as it pertains to the transferred Real Estate shall expire and be of no further effect to the transferred parcel(s). The payments from the Owner will not be reduced without agreement in writing by the City and the Westfield Redevelopment Commission.

Section 2. General Provisions

Section 2.1. Captions; Incorporation and Exhibit. The captions and headings of various Sections and Exhibit referenced herein are for convenience only and are not to be considered as defining or limiting in any way, the scope or intent of the provisions hereof. Notwithstanding the foregoing, each of the Recitals and the Exhibit referenced herein are incorporated and expressly made a part hereof.

Section 2.2. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and all prior discussions, negotiations and document drafts are merged herein.

Section 2.3. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given (a) if hand delivered (effective upon delivery), (b) if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier) or (c) if mailed by United States registered or certified mail, postage prepaid, return receipt requested (effective two business days after mailing):

If to Owner: The Board of Directors of Options Charter School, Inc.
Attn: COO

With a copy to: E. Davis Coots
Coots, Henke & Wheeler, P.C.
255 E. Carmel Dr.
Carmel, IN 46032

If to City: City of Westfield, Indiana
130 Penn Street
Westfield, Indiana 46074
Attn: Mayor

If to RDC: City of Westfield, Indiana
130 Penn Street
Westfield, Indiana 46074
Attn: City Clerk-Treasurer in the capacity
of the RDC Treasurer

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner, which the parties have authorized in writing to be given in such manner, shall be deemed effective only upon receipt.

Section 2.4. Modification, Amendment or Waiver. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by all parties to this Agreement.

Section 2.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana and Hamilton County shall be the only appropriate venue.

Section 2.6. Time is of the Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

Section 2.7. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 2.8. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

Section 2.9. No Joint Venture. Nothing contained in this Agreement will be construed to constitute the Owner as a joint venture with the City or to constitute a partnership between the Owner and the City.

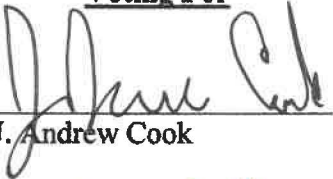
Section 2.10. Construction. The parties acknowledge that each party and each party's counsel have reviewed and commented on this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or schedules hereto.

Section 2.11. Authorization. The persons executing and delivering this Agreement on behalf of the parties hereto represent and warrant to the other party that such person is duly authorized to act for and on behalf of said party, and execute and deliver this Agreement in such capacity as is indicated below.

Section 2.12. Assignment/Successor. This Agreement, and any applicable portion thereof, shall be binding upon the City, the Owner and any successor, grantee or assignee of the Owner with respect to the Real Estate.

Section 2.13. Recording. The City will cause this Agreement and any other instruments of further assurance to be promptly recorded with the appropriate office in Hamilton County, Indiana, as a mortgage to secure the obligation of the Owner to pay In Lieu of Tax Payments and all subsequent penalties, interest and costs resulting from any delinquency related thereto (the "PILOT Mortgage") in such manner and in such places as may be required by law to preserve and protect fully the rights of the City and the Owner hereunder as to all of the Real Estate and file a copy of recorded Agreement with the City Clerk-Treasurer's Office, the Hamilton County Assessor's Office, the Hamilton County Auditor's Office and the Hamilton County Treasurer's Office.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
 J. Andrew Cook	_____ J. Andrew Cook	_____ J. Andrew Cook
 Randy Graham	_____ Randy Graham	_____ Randy Graham
 Kate Snedeker	_____ Kate Snedeker	_____ Kate Snedeker

ATTEST:


_____, Deputy Clerk Treasurer

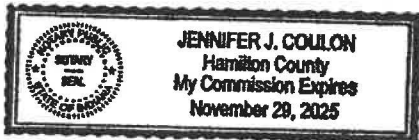
[Executions Continued on Following Page]OWNER,
OPTIONS CHARTER SCHOOL, INC.

By: Mike Gustin
Title: PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared Mike Gustin in his capacity as President (the "Company"), who acknowledged the execution of the foregoing instrument as such acting for and on behalf of said Company, and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this 22 day of May, 2019.



Jennifer J. Coulon
Notary Public

Jennifer J. Coulon
Printed Signature

My Commission Expires:

11-29-25

My County of Residence:

Hamilton

Prepared by and return after recording to: E. Davis Coots, COOTS, HENKE & WHEELER, P.C.,
255 East Carmel Drive, Carmel, IN 46032.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. E. Davis Coots.

R:\EDC\OPTIONS CHARTER SCHOOLS NOBL (23893)\PAYMENT IN LIEU OF TAXES AGREEMENT.docx

2020003423 EASE \$25.00
01/21/2020 12:19:29PM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented



JEW

TEMPORARY HIGHWAY EASEMENT GRANT

(GENERAL)

Form T-3
Revised 05/2019

Cross Reference: 2014051688

Project: 1700728

Code: NA

Parcel: 2A

Page: 1 of 3

THIS INDENTURE WITNESSETH, That PANGEO (USA) Corporation, a Michigan corporation, the Grantor(s) Grant(s) to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of One Thousand Thirty Five and 00/100 Dollars (\$1,035.00) (of which said sum \$0.00 represents land improvements acquired and \$1,035.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of slope construction, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by
City of Westfield, Indiana
130 Penn St.
Westfield, IN 46074
I.C. 8-23-7-31

Form T-3
Revised 0

Project:	1700728
Code:	NA
Parcel:	2A
Page:	2 of 3

The undersigned represents and warrants that he is/ she is / they are a duly elected officer of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full corporate capacity to convey the real estate interest described; that pursuant to resolution of the board of directors or shareholders of the Grantor or the by-laws of the Grantor he/ she / they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he is/ she is/ they are therefore, fully authorized and empowered to convey to the City of Westfield, Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments he/ she/ they had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 2A
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument
this 19th day of November, 2019.

PANGEO (USA) Corporation, a Michigan corporation

By: [Signature]
Signature
DREW KNIGHT, VP FINANCE
Printed Name and Title

By: [Signature]
Signature

Printed Name and Title

STATE OF: Indiana:
COUNTY OF: Hamilton: SS:

Before me, a Notary Public in and for said State and County, personally appeared Drew Knight, known to be the VP of Finance of PANGEO (USA) Corporation, the a Michigan Corporation, Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 19th day of November, 2019.

Signature Katie Repp
Printed Name Katie Repp
My Commission expires Feb. 3, 2024
I am a resident of Hamilton County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

EXHIBIT "A"

Project: 1700728
Parcel: 2A Temporary Right of Way for Slope Construction
State Parcel ID: 29-06-19-000-012.000-015

Page 1 of 1

Form: T-3

A part of the Southwest Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said quarter section; thence South 89 degrees 54 minutes 02 seconds West 911.35 feet along the south line of said section to the southeast corner of the grantor's land; thence North 0 degrees 11 minutes 47 seconds West 149.06 feet to the point of beginning of this description: thence Southwesterly 71.29 feet along an arc to the left having a radius of 710.00 feet and subtended by a long chord having a bearing of South 4 degrees 56 minutes 48 seconds West and a length of 71.26 feet; thence North 87 degrees 55 minutes 48 seconds West 15.00 feet; thence South 1 degree 11 minutes 19 seconds West 22.31 feet; thence South 45 degrees 22 minutes 41 seconds West 21.04 feet; thence North 0 degrees 40 minutes 53 seconds East 37.63 feet; thence North 15 degrees 26 minutes 27 seconds East 134.91 feet to the east line of the grantor's land; thence South 0 degrees 11 minutes 47 seconds East 60.13 feet to the point of beginning and containing 0.059 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 6th day of April, 2019.


Susan M. Wood, P.S.
State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 2

This indenture, executed this ____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
2	PANGEO Corporation	29-06-19-000-012.000-015	2020003423

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public for said county and state, this _____ day of _____, 20_____, and acknowledged the execution of the release of easements taken for temporary right of way to be this free and voluntary act and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. – Kaitlin Glazier

2020012180 EASE \$25.00
03/06/2020 03:58:54PM 10 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented



TGR

PRIOR DEED REFERENCE: THE MOST RECENT DEED OF RECORD RELATIVE TO THE EASEMENT DESCRIBED HEREIN WAS RECORDED AS INSTRUMENT NO. 2018021419 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT (this “**Easement**”) is made as of the 18th day of December, 2019 (the “**Effective Date**”), by **RCS-Westfield, LLC**, a Colorado limited liability company (“**Grantor**”), to and for the benefit of the **CITY OF WESTFIELD, INDIANA**, an Indiana municipal corporation (the “**City**” or “**Grantee**”).

WHEREAS, Grantor is the owner of certain real property described on Exhibit A attached hereto and incorporated herein by this reference (“**Grantor’s Property**”);

WHEREAS, Grantor desires to grant, and Grantee desires to obtain, a temporary easement in, on, over, through and across Grantor’s Property for purposes of slope grading, which said work is incidental to the construction of East Street in Westfield, Indiana until construction of the new roadway has been completed by the City (“**New Roadway**”).

NOW, THEREFORE, in consideration of \$3,475.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. Temporary Access Easement. Grantor hereby grants to Grantee, a non-exclusive limited easement in, on, over, across and through that portion of Grantor’s Property described on Exhibit B attached hereto and incorporated herein by this reference (the “**Access Easement Area**”) for purposes of slope grading and drive reconstruction, which said work is incidental to the construction of East Street in Westfield, Indian (the “**Temporary Access Easement**”). The Temporary Access Easement includes the right to construct, use, maintain and repair all roadways and pathways as Grantee shall deem necessary or desirable and the right to enter on, over, through and across those portions of Grantor’s Property adjacent to the Temporary Access Easement Area which are reasonably necessary for the exercise of the rights granted herein.

2. **Limited Use.** Grantor reserves the use and enjoyment of the Temporary Access Easement Area, but only to the extent that such use and enjoyment by Grantor does not adversely affect Grantee's use of the Temporary Access Easement or the exercise of the rights granted to Grantee under this Easement. Neither Grantor nor the Grantee shall construct or place, or permit to be constructed or placed, any improvements, structures or obstructions on the Temporary Access Easement Area that will prevent or hinder the use of the Temporary Access Easement or the exercise of any other rights granted herein. The City's use of the Temporary Access Easement shall be limited to slope grading, which said work is incidental to the construction of East Street in Westfield, Indian. Use of the Temporary Access Easement by construction personnel and equipment shall be limited such that the Temporary Access Easement may not be used for such purposes during the hours of 8:00 A.M. and 10:00 A.M. and the hours of 4:00 P.M. and 6:00 P.M. on weekdays and during the hours of 8:00 A.M. and 10:00 A.M. and the hours of 4:00 P.M. and 6:00 P.M. on weekends. All deviations from such use of the Temporary Access Easement must be approved in writing, at Grantor's sole discretion, by Grantor prior to such proposed deviation from the use described herein. During such construction and use of the Temporary Access Easement, the City shall ensure that the Grantor Property has sufficient unobstructed access to and from the Temporary Access Area at all times and City shall ensure that the work on and in the Temporary Access Way does not interfere with Grantor's, or Grantor's tenants, contractors and invitee's use of the Grantor Property. The City shall not impose any special assessment against the Grantor, the property to be included within any other property in connection with the Temporary Access Way.

3. **Nature of the Easement.** The Temporary Access Easement and the rights granted herein are for use by the City and their respective agents, employees, contractors, licensees and invitees. The easements, rights and obligations created herein shall remain in force and effect for the period commencing on the Effective Date and ending on October 31, 2021 (the "**Term**"), unless earlier terminated or otherwise agreed to by the parties hereto. The easements, rights and obligations created herein shall be appurtenant to and run with the land for the Term, shall be binding upon Grantor and its transferees, successors and assigns and all persons having an interest in all or part of Grantor's Property and shall inure to the benefit of the Grantee. The easements, rights and obligations granted herein expressly are conditioned upon the City complying with the terms of this Easement, and if those terms are not complied with or those obligations are not timely performed and such breach is not cured within thirty (30) days after written notice thereof from Grantor, then Grantor may elect, in its sole and absolute discretion, to terminate this Easement and record a release of this Easement, and, upon doing so, this Easement shall be null and void and of no further effect; provided that if such breach materially limits or obstructs access to Grantor's Property and such breach is not cured within two (2) days after written notice thereof from Grantor, then Grantor may elect, in its sole and absolute discretion, to terminate this Easement and record a release of this Easement, and, upon doing so, this Easement shall be null and void and of no further effect.

4. **Restoration.** When the construction work on the Temporary Access Easement is complete, the City shall restore all of the Grantor Property, or property which will become Grantor Property, to an even grade condition with grass planted and all sidewalks, parking areas and driveways, if any, on Grantor Property shall be restored to their condition prior to the installation of East Street. Such restoration work shall be performed in a good and workman like manner with the intent of restoring Grantor Property to be compatible with the remaining portions of the Grantor Property existing as of the Effective Date.

5. **Representations and Warranties.** Grantor represents and warrants to Grantee that Grantor owns fee simple title to the Temporary Access Easement Area and that Grantor has the full right, power and authority to grant to Grantee the Temporary Access Easement and other rights granted under this Easement. Grantor does hereby warrant unto Grantee the Temporary Access Easement and rights granted under this Easement and will defend the same against the claims of all persons whomsoever.

6. **Indemnification.** Grantee shall, JOINTLY AND SEVERALLY indemnify Grantee, its partners, employees, tenants, agents, AFFILIATES, SUCCESSORS AND ASSIGNS (each herein called an "Indemnified Party") against, and hold each indemnified party harmless from, any and all losses, costs, damages, expenses, claims and attorney's fees, including but not limited to costs of investigation, suffered or incurred by any INDEMNIFIED PARTY in connection with or arising from or out of this EASEMENT, except such acts or omissions as may

result from the willful misconduct or negligence of such Indemnified Party or the breach of this EASEMENT by ANY INDEMNIFIED PARTY.

7. Governing Law. This Easement shall be governed by and construed pursuant to the laws of the State of Indiana with Hamilton County Circuit or Superior courts being the only appropriate venue; provided, however Grantor does not waive its right to remove to Federal Court.

8. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

9. Authority. Each undersigned person signing on behalf of Grantor hereby certifies that he/she has been fully empowered and duly authorized by any and all necessary company action to execute and deliver this Easement and bind Grantor.

10. Headings. Sections headings in this Easement are for informational purposes only and shall have no binding effect.

11. Further Assurances. Grantor agrees that it will from time to time, upon the request of Grantee, and without further consideration, execute, acknowledge, and deliver in proper form any further instruments, and take such other action as such other party may reasonably require, in order to effectively carry out the intent of this Easement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the Effective Date.

"GRANTOR"

RCS - WESTFIELD, LLC,
a Colorado limited liability company

By: *Sharon K Eshima*
Name: Sharon K. Eshima
Title: Manager

STATE OF Colorado)
) SS
COUNTY OF Boulder)

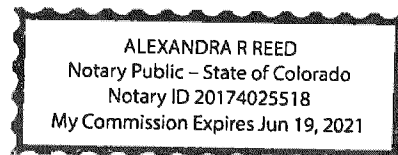
On this 18th day of December, 2019, before me personally appeared Sharon K. Eshima, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he/she is the Manager of **RCS - WESTFIELD, LLC**, and acknowledged the execution of said instrument on behalf of said company as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Alexandra Reed
Print Name: Alexandra Reed
Notary Public in and for said
County and State

My Commission Expires:

6/19/21



"GRANTEE"

THE CITY OF WESTFIELD, INDIANA,

By: [Signature]
Name: Jeremy Lollar
Title: Director of Public Works

STATE OF IN)
COUNTY OF Hamilton) SS

On this 15th day of Jan, 2020, before me personally appeared Jeremy Lollar, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he/she is the Public Works Director of **THE CITY OF WESTFIELD, INDIANA**, and acknowledged the execution of said instrument on behalf of said company as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Print Name: Patricia J. Leuteritz
Notary Public in and for said
County and State

My Commission Expires:

2/3/24

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

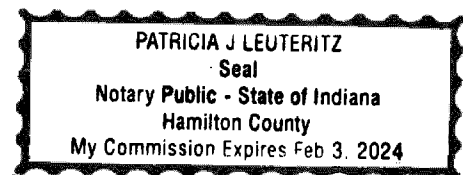


EXHIBIT A
TO TEMPORARY ACCESS EASEMENT

Grantor's Property

Part of the Southwest Quarter of Section 19, Township 19 North, Range 4 East situated in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence North 00 degrees 08 minutes 50 seconds East along the West line of said Southwest Quarter 570.55 feet to the Southwest corner of said Instrument Number 2007065675 and the POINT OF BEGINNING; thence continuing North 00 degrees 08 minutes 50 seconds East along said West line 1411.45 feet; thence South 89 degrees 33 minutes 35 seconds East 1659.74 feet; thence South 00 degrees 04 minutes 00 seconds West 635.25 feet to the North line of the South half of said Southwest Quarter; thence South 89 degrees 52 minutes 21 seconds East 7.91 feet to a point that is 813.42 feet by perpendicular measure off of the East line of said Southwest Quarter; thence South 00 degrees 04 minutes 00 seconds West parallel with and 813.42 feet West of said East line 768.03 feet; thence North 89 degrees 50 minutes 32 seconds West parallel with the South line of said Southwest quarter 1669.60 feet to the POINT OF BEGINNING, containing 53.794 acres, more or less.

For information purposes only, the property address is purported to be: 2100 East 196th Street,
Westfield, IN 46074

EXHIBIT B
TO TEMPORARY ACCESS EASEMENT

Temporary Access Easement Area

Project: 1700728
Parcel: 4 Temporary Right of Way for Slope Grading
State Parcel ID: 29-06-19-000-014.000-015

Page 1 of 2

Form: T-3

A part of the Southwest Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said quarter section; thence South 89 degrees 54 minutes 02 seconds West 813.42 feet along the south line of said section to the southeast corner of a tract of land described in Instrument 2018021421 in the Office of the Recorder of Hamilton County; thence North 0 degrees 08 minutes 47 seconds West 570.59 feet (520.55 feet per said Instrument) to the point of beginning of this description, said point of beginning being the southeast corner of the grantor's land; thence South 89 degrees 52 minutes 47 seconds West 85.40 feet along the south line of the grantor's land; thence North 0 degrees 03 minutes 19 seconds West 45.98 feet; thence North 89 degrees 45 minutes 00 seconds East 74.00 feet; thence North 1 degree 25 minutes 37 seconds East 96.15 feet; thence South 85 degrees 10 minutes 59 seconds East 8.72 feet to the east line of the grantor's land; thence South 0 degrees 08 minutes 47 seconds East 141.51 feet to the point of beginning and containing 0.112 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 26th day of April, 2019.

Susan M. Wood
Susan M. Wood, P.S.
State of Indiana, LS29800005



EXHIBIT B
TO TEMPORARY ACCESS EASEMENT

Temporary Access Easement Area

Project: 1700728
Parcel: 4A Temporary Right of Way for Slope Grading
State Parcel ID: 29-06-19-000-014.000-015

Page 2 of 2

Form: T-3

A part of the Southwest Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said quarter section; thence South 89 degrees 54 minutes 02 seconds West 813.42 feet along the south line of said section to the southeast corner of a tract of land described in Instrument 2018021421 in the Office of the Recorder of Hamilton County; thence North 0 degrees 08 minutes 47 seconds West 1,338.58 feet along the east line of said tract and an east line of the grantor's land to the north line of the south half of said quarter section; thence South 89 degrees 52 minutes 20 seconds West 7.86 feet (7.91 feet per Instrument 2018050970) along a line of the grantor's land; thence North 0 degrees 08 minutes 47 seconds West 470.34 feet along an east line of the grantor's land to the point of beginning of this description: thence Northwest 159.65 feet along an arc to the right having a radius of 725.00 feet and subtended by a long chord having a bearing of North 6 degrees 29 minutes 06 seconds West and a length of 159.33 feet; thence North 0 degrees 10 minutes 35 seconds West 6.65 feet to the south line of Northpoint Phase I, the plat of which is recorded in Plat Cabinet 5, Slide 776 (Instrument 2017063934); thence South 89 degrees 50 minutes 13 seconds East 17.59 feet along said south line to the northeast corner of the grantor's land; thence South 0 degrees 08 minutes 47 seconds East 164.91 feet along an east line of the grantor's land to the point of beginning and containing 0.045 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 26th day of April, 2019.

Susan M. Wood
Susan M. Wood, P.S.
State of Indiana, LS29800005



EXHIBIT B

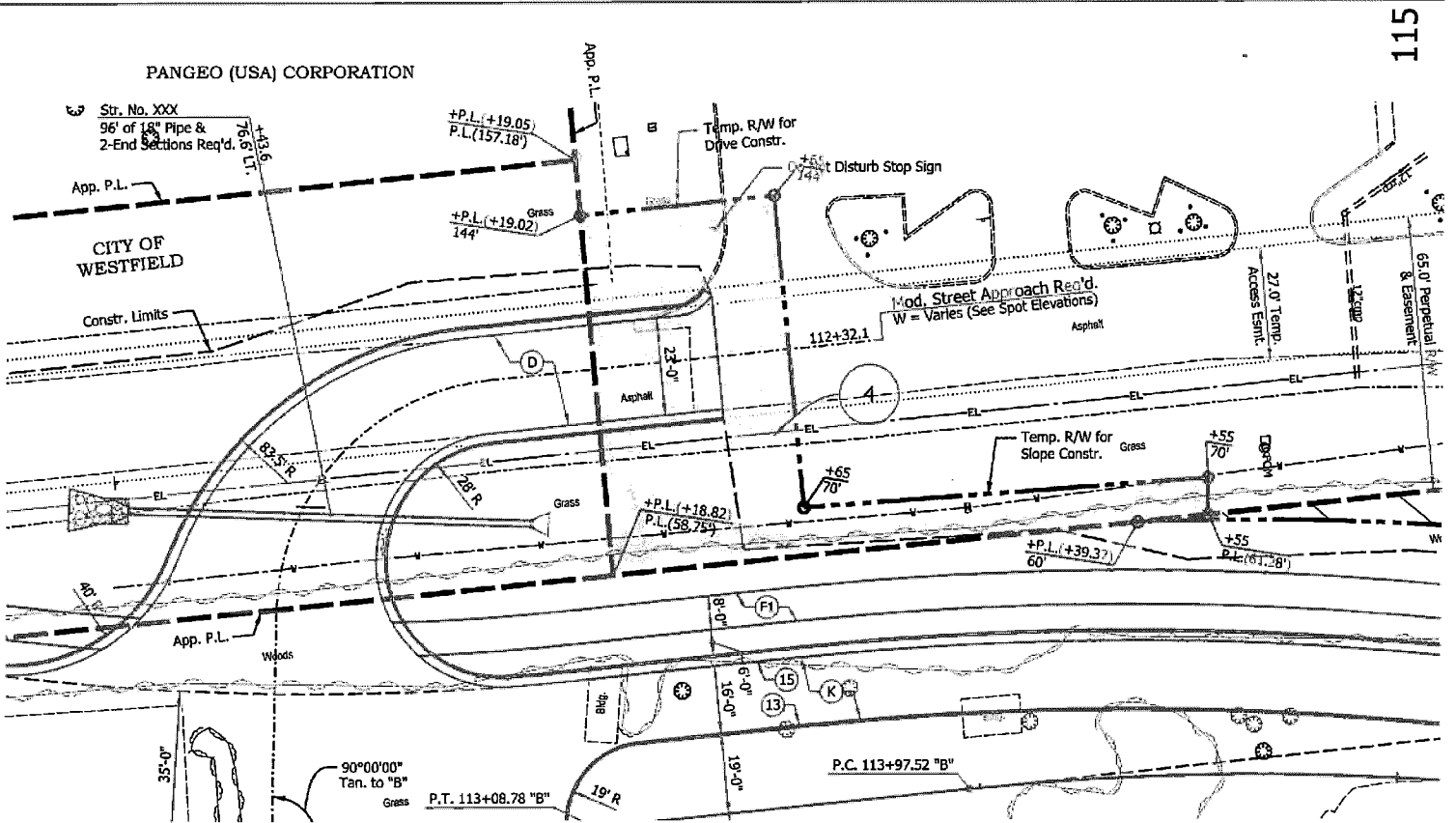
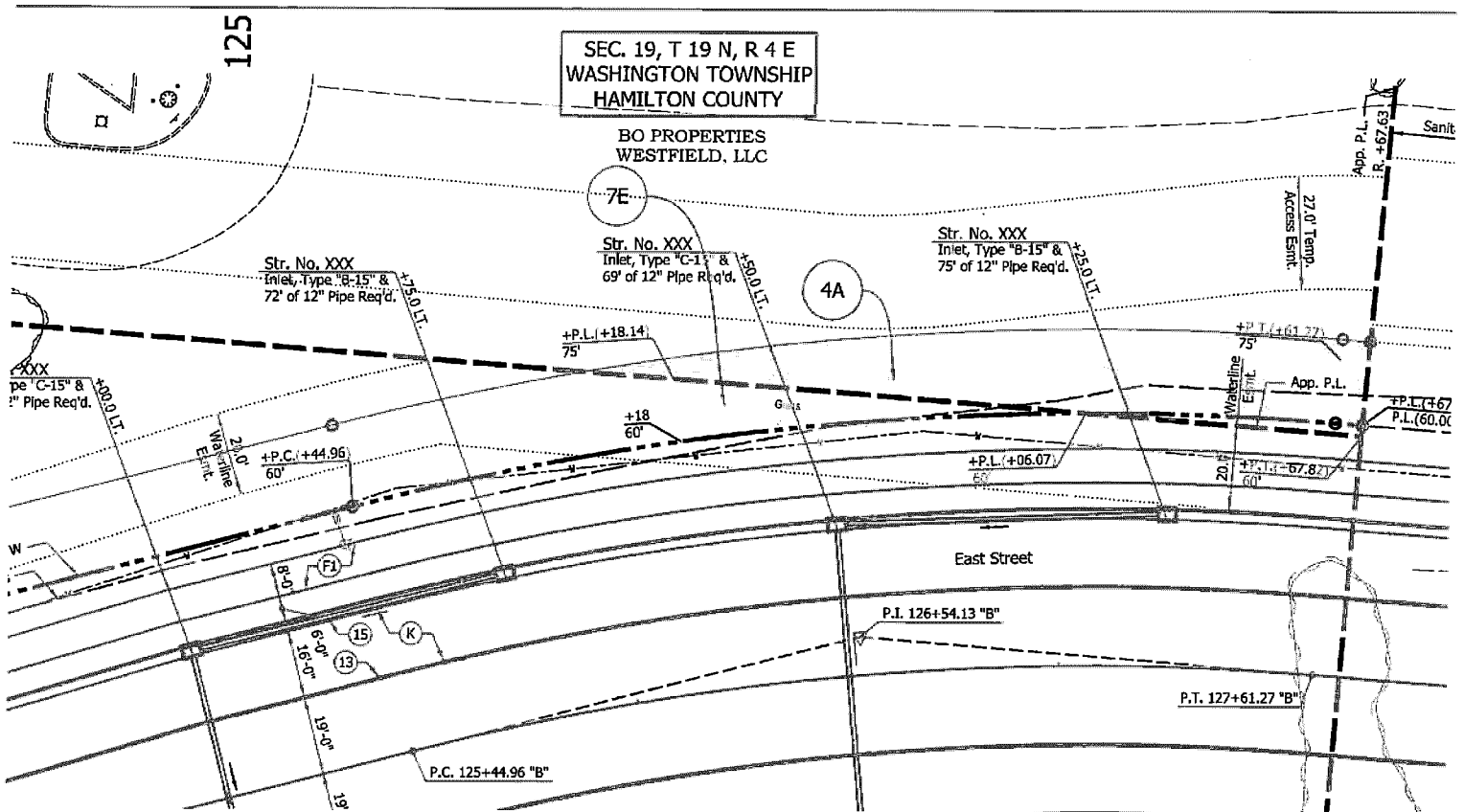


EXHIBIT B

RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 4

This indenture, executed this ____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
4	RCS-Westfield, LLC	29-06-19-000-014.000-015	2020012180

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

2020013857 EASE \$25.00
03/16/2020 01:46:53PM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented



TGR

TEMPORARY HIGHWAY EASEMENT GRANT (GENERAL)

Form T-3
Revised 05/2019

Project:	1700728
Code:	NA
Parcel:	5A
Page:	1 of 3
CR:	9429304

THIS INDENTURE WITNESSETH, That Byron E. Moore and Elizabeth S. Moore, Husband and Wife, the Grantor(s) of Hamilton County, State of Indiana Grant(s) to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of Five Thousand Nine Hundred Forty and 00/100 Dollars (\$5,940.00) (of which said sum \$0.00 represents land improvements acquired and \$5,940.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of slope construction, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by
City of Westfield, Indiana
130 Penn St.
Westfield, IN 46074
I.C. 8-23-7-31

Form T-3
Revised 0

Project:	<u>1700728</u>
Code:	<u>NA</u>
Parcel:	<u>5A</u>
Page:	<u>2 of 3</u>

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) are the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 5A
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument
this 24th day of January, 2020.

By E Moore
Byron E. Moore, Husband

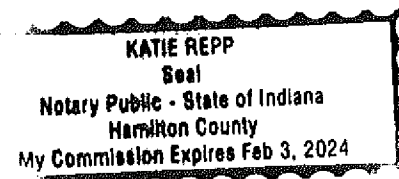
Elizabeth S Moore
Elizabeth S. Moore, Wife

STATE OF: Indiana:
COUNTY OF Hamilton: SS:

Before me, a Notary Public in and for said State and County, personally appeared Byron E. Moore and Elizabeth S. Moore, Husband and Wife, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 24th day of January, 2020.

Signature Kati Repp
Printed Name Kati Repp
My Commission expires Feb. 3, 2024
I am a resident of Hamilton County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

EXHIBIT "A"

Project: 1700728

Parcel: 5A Temporary Right of Way for Slope Construction

State Parcel ID: 29-06-19-000-011.000-014

Page 1 of 1

Form: T-3

A part of the South half of the Southwest Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said quarter section designated as point "1000" on said plat; thence South 89 degrees 54 minutes 02 seconds West 651.00 feet along the south line of said section to the southwest corner of the grantors' land; thence North 0 degrees 08 minutes 47 seconds West 860.24 feet along the west line of the grantors' land to the point of beginning of this description: thence continuing North 0 degrees 08 minutes 47 seconds West 41.43 feet along said west line; thence North 21 degrees 04 minutes 50 seconds East 139.17 feet; thence Northeasterly 312.88 feet along an arc to the left having a radius of 700.00 feet and subtended by a long chord having a bearing of North 8 degrees 16 minutes 33 seconds East and a length of 310.28 feet to the north line of the grantors' land; thence North 89 degrees 55 minutes 37 seconds East 15.04 feet along said north line; thence Southwesterly 318.42 feet along an arc to the right having a radius of 715.00 feet and subtended by a long chord having a bearing of South 8 degrees 19 minutes 21 seconds West and a length of 315.79 feet; thence South 21 degrees 04 minutes 50 seconds West 177.78 feet to the point of beginning and containing 0.163 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 6th day of April, 2019.


Susan M. Wood, P.S.
State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 5

This indenture, executed this ____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
5	Byron E. and Elizabeth S. Moore	29-06-19-000-011.000-014	2020013857

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

2019057617 EASE \$25.00
11/15/2019 10:21:36AM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

LLP



TEMPORARY HIGHWAY EASEMENT GRANT
(GENERAL)

Form T-3
Revised 05/2019

Project:	1700728
Code:	NA
Parcel:	6A
Page:	1 of 3

THIS INDENTURE WITNESSETH, That Citizens Water of Westfield, LLC, an Indiana limited liability company, the Grantor(s) of Marion County, State of Indiana, Grant(s) to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of Two Thousand Eight Hundred Fifty and 00/100 Dollars (\$2,850.00) (of which said sum \$0.00 represents land improvements acquired and \$2,850.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of slope construction, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by
City of Westfield, Indiana
130 Penn St.
Westfield, IN 46074
I.C. 8-23-7-31

Form T-3
Revised 0

Project:	1700728
Code:	NA
Parcel:	6A
Page:	2 of 3

The undersigned represent and warrant that they are the Members of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey to the City of Westfield, Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments they had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 6A
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument
this 26th day of September, 2019.

Citizens Water of Westfield, LLC, an Indiana limited liability company

By: [Signature]
Signature

Edward J. Bukovac, Vice President
Printed Name and Title

By: _____
Signature

Printed Name and Title

STATE OF: Indiana:

COUNTY OF: Marion:

SS:

Before me, a Notary Public in and for said State and County, personally appeared _____
Edward J. Bukovac, known to be the _____
Vice president of Citizens Water of Westfield, LLC, an
Indiana limited liability company, the Grantor in the above conveyance, and acknowledged the execution of the same on the
date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are
true.

Witness my hand and Notarial Seal this 26th day of September, 2019.

Signature Katrina M Schaler

Printed Name Katrina M Schaler

My Commission expires May 5, 2020

I am a resident of Marion County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document,
unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29`

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

EXHIBIT "A"

Project: 1700728
Parcel: 6A Temporary Right of Way for Slope Construction
State Parcel ID: 29-06-19-000-010.101-014

Page 1 of 1

Form: T-3

A part of the Southwest Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said quarter section; thence South 89 degrees 54 minutes 02 seconds West 813.42 feet along the south line of said section to the southwest corner of the tract of land described in Instrument 9205611 in the Office of the Recorder of Hamilton County; thence North 0 degrees 08 minutes 47 seconds West 1,188.58 feet parallel with and 813.42 feet west of the east line of said quarter section along the west line of said tract to the southwest corner of the grantors' land; thence North 89 degrees 52 minutes 20 seconds East 127.12 feet along the south line of the grantor's land to the point of beginning of this description: thence North 7 degrees 13 minutes 05 seconds East 47.37 feet; thence South 85 degrees 14 minutes 21 seconds East 15.00 feet; thence Southwesterly 46.07 feet along an arc to the right having a radius of 590.00 feet and subtended by a long chord having a bearing of South 06 degrees 59 minutes 52 seconds West and a length of 46.05 feet to the south line of the grantor's land; thence South 89 degrees 52 minutes 20 seconds West 15.29 feet along said south line to the point of beginning and containing 0.016 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 6th day of April, 2019.

Susan M. Wood
Susan M. Wood, P.S.
State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 6

This indenture, executed this ____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
6	Citizens Water of Westfield, LLC	29-06-19-000-010.000-014	2019057617

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

2020004016 EASE \$25.00
01/23/2020 03:18:40PM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

PSI



TEMPORARY HIGHWAY EASEMENT GRANT
(GENERAL)

Form T-3
Revised 05/2019

Project:	1700728
Code:	NA
Parcel:	10A
Page:	1 of 3
CR:	2015007822

THIS INDENTURE WITNESSETH, That Natalia Wilkins, Trustee of the Natalia Wilkins Living Trust, the Grantor(s) of Hamilton County, State of Indiana Grant(s) to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of Four Hundred Eighty Five Dollars (\$485.00) (of which said sum \$0.00 represents land improvements acquired and \$485.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of pavement removal, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by
City of Westfield, Indiana
130 Penn St.
Westfield, IN 46074
I.C. 8-23-7-31

Form T-3
Revised 0

Project:	1700728
Code:	NA
Parcel:	10A
Page:	2 of 3

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

The undersigned represents and warrants that she is the Trustee of the Natalia Wilkins Living Trust, that pursuant to the Trust Agreement she has full authority to manage the affairs of said Trust and sign and execute documents on its behalf and that said authority has not been revoked, and that she is therefore, fully authorized and empowered to convey to the City of Westfield, Indiana real estate of this Trust, and that on the date of execution of said conveyance instruments she had full authority to so act.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 10A
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument

this 25 day of November, 2019.

Natalia Wilkins Living Trust

By: Natalia Wilkins
Natalia Wilkins, Trustee

STATE OF: Indiana:

COUNTY OF: Hamilton:

SS:

Before me, a Notary Public in and for said State and County, personally appeared Natalia Wilkins, Trustee of the Natalia Wilkins Living Trust, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 25th day of November, 2019.

Signature Katie Repp

Printed Name Katie Repp

My Commission expires Feb. 3, 2024

I am a resident of Hamilton County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

EXHIBIT "A"

Project: 1700728

Page 1 of 1

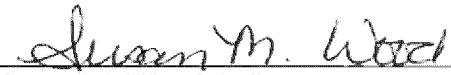
Parcel: 10A Temporary Right of Way for Pavement Removal

State Parcel ID: 29-06-19-000-002.000-014

Form: T-3

A part of the Northwest Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the northeast corner of said quarter section; thence South 0 degrees 11 minutes 54 seconds East 1,808.96 feet (1,811.00 feet per Instrument 2015007822 in the Office of the Recorder of Hamilton County) along the east line of said quarter section to the southeast corner of the 103-acre tract of land described in said instrument; thence South 89 degrees 53 minutes 35 seconds West 481.42 feet along the south line of said 103-acre tract to the southwest corner of a 20-acre tract of land described in Deed Record 327, page 7 and the point of beginning of this description: thence continuing South 89 degrees 53 minutes 35 seconds West 67.91 feet along the south line of said 103-acre tract; thence Northwesterly 66.89 feet along an arc to the left having a radius of 385.00 feet and subtended by a long chord having a bearing of North 69 degrees 52 minutes 38 seconds West and a length of 66.81 feet; thence North 89 degrees 49 minutes 23 seconds East 130.55 feet to the west line of said 20-acre tract; thence South 0 degrees 11 minutes 53 seconds East 23.26 feet along said west line to the point of beginning and containing 0.051 acres, more or less, inclusive of the presently existing right of way, which contains 0.018 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 13th day of May, 2019.


Susan M. Wood, P.S.
State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 10

This indenture, executed this ____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
10	Natalia Wilkins, Trustee of the Natalia Wilkins Living Trust	29-06-19-000-002.000-014	2020004016

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

2019062118 EASE \$25.00
 12/09/2019 08:49:28AM 6 PGS
 Jennifer Hayden
 Hamilton County Recorder IN
 Recorded as Presented



TEMPORARY HIGHWAY EASEMENT GRANT (GENERAL)

Form T-3
 Revised 05/2019

Project:	1700728
Code:	NA
Parcel:	11
Page:	1 of 5
Cross Ref:	2013048122 & 2014009220

THIS INDENTURE WITNESSETH, That Jacinta Sue Stephenson, a/k/a Jacinta S. Stephenson, Devon Wilkins a/k/a Devon D. Wilkins, and David Dean Wilkins, Tenants in Common, the Grantor(s) Grant(s) to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of Two Thousand Two Hundred Eighty Five and 00/100 Dollars (\$2,285.00) (of which said sum \$0.00 represents land improvements acquired and \$2,285.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of grading and pavement removal, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by
 City of Westfield, Indiana
 130 Penn St.
 Westfield, IN 46074
 I.C. 8-23-7-31

Form T-3
Revised 0

Project:	1700728
Code:	NA
Parcel:	11
Page:	2 of 5

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) are the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 11
Page: 3 of 5

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument
this 10 day of October, 2019.

Jacinta S. Stephenson
Jacinta Sue Stephenson, a/k/a Jacinta ~~Sue~~ Stephenson

STATE OF: Florida:

COUNTY OF Collier:

SS:

a/k/a Jacinta S. Stephenson

Before me, a Notary Public in and for said State and County, personally appeared Jacinta Sue Stephenson, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Personally Known _____ OR Produced Identification X
Type of Identification Produced FLORIDA DRIVERS LICENSE

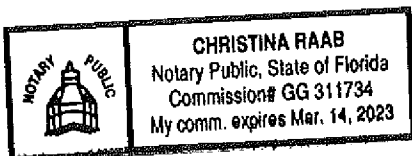
Witness my hand and Notarial Seal this 10 day of October, 2019.

Signature Christina Raab

Printed Name Christina Raab

My Commission expires 3/14/2023

I am a resident of Collier County.



Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 11
Page: 4 of 5

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument
this 12th day of November, 2019.

Devon Wilkins
Devon Wilkins a/k/a Devon D. Wilkins

STATE OF: Indiana:
COUNTY OF Hamilton: SS:

Before me, a Notary Public in and for said State and County, personally appeared Devon Wilkins, a/k/a Devon D. Wilkins, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 12th day of November, 2019.

Signature Katie Repp

Printed Name Katie Repp

My Commission expires Feb. 3, 2024

I am a resident of Hamilton County.



Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 11
Page: 5 of 5

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument
this 12 day of September 2019.

David Dean Wilkins
David Dean Wilkins

STATE OF: IND :
COUNTY OF Montgomery : SS:

Before me, a Notary Public in and for said State and County, personally appeared David Dean Wilkins, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

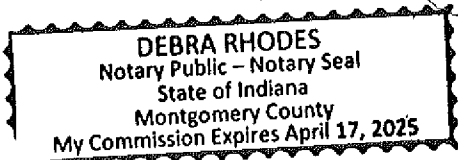
Witness my hand and Notarial Seal this 12th day of Sept., 2019.

Signature Debra Rhodes

Printed Name Debra Rhodes

My Commission expires April 17, 2025

I am a resident of Montgomery County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

EXHIBIT "A"

Project: 1700728

Page 1 of 1

Parcel: 11 Temporary Right of Way for Pavement Removal

State Parcel ID: 29-06-19-000-002.001-014

Form: T-3

A part of the Northwest Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Beginning on the east line of said quarter section, South 0 degrees 11 minutes 54 seconds East 1,684.91 feet from the northeast corner of said quarter; thence South 0 degrees 11 minutes 54 seconds East 124.05 feet along the east line of said quarter to the southeast corner of the grantors' land; thence South 89 degrees 53 minutes 35 seconds West 481.42 feet along the south line of the grantors' land to the southwest corner of the grantors' land; thence North 0 degrees 11 minutes 53 seconds West 23.26 feet along the west line of the grantors' land; thence North 89 degrees 49 minutes 23 seconds East 446.74 feet; thence North 18 degrees 53 minutes 46 seconds East 106.03 feet to the point of beginning and containing 0.300 acres, more or less, inclusive of the presently existing right of way, which contains 0.104 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 13th day of May, 2019.


Susan M. Wood, P.S.
State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 11

This indenture, executed this _____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
11	Jacinta Sue Stephenson Devon Wilkins David Dean Wilkins	29-06-19-000-002.001-014	2019062118

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

2019060673 EASE \$25.00
12/02/2019 01:41:53PM 5 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

FDS



TEMPORARY HIGHWAY EASEMENT GRANT
(GENERAL)

Form T-3
Revised 05/2019

Project:	1700728
Code:	NA
Parcel:	25, 25A
Page:	1 of 3
CR:	200100046296

THIS INDENTURE WITNESSETH, That Barry Wayne Pike and Cathy K. Pike, husband and wife, the Grantors of Hamilton County, State of Indiana Grant to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of One Thousand and 00/100 Dollars (\$1,000.00) (of which said sum \$0.00 represents land improvements acquired and \$1,000.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantors for the purpose of drive and slope construction, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantors and/or the Grantors' successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantors.

Interests in land acquired by
City of Westfield, Indiana
130 Penn St.
Westfield, IN 46074
I.C. 8-23-7-31

Form T-3
Revised 0

Project:	1700728
Code:	NA
Parcel:	25, 25A
Page:	2 of 3

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantors, for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent that the Grantors are the owners in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 25, 25A
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantors have executed this instrument
this 1st day of November, 2019.

Barry Wayne Pike
Barry Wayne Pike, husband

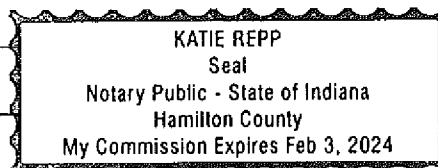
Cathy K. Pike
Cathy K. Pike, wife

STATE OF: Indiana:
COUNTY OF Hamilton: SS:

Before me, a Notary Public in and for said State and County, personally appeared Barry Wayne Pike and Cathy K. Pike, husband and wife, the Grantors in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 1st day of November, 2019.

Signature Katie Repp
Printed Name Katie Repp
My Commission expires Feb. 3, 2024
I am a resident of Hamilton County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

Copy

EXHIBIT "A"

Project: 1700728
Parcel: 25 Temporary Right of Way for Drive and Slope Construction
State Parcel ID: 29-06-19-000-003.000-014

Page 1 of 2
Form: T-3

A part of the North half of the Northeast Quarter of Section 19, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Beginning on the east line of said section, South 0 degrees 14 minutes 11 seconds East 159.94 feet from the northeast corner of said section; thence South 0 degrees 14 minutes 11 seconds East 11.47 feet along the east line of said section to the northeastern boundary of S.R. 38 per Instrument 2007047406 in the Office of the Recorder of Hamilton County; thence North 60 degrees 52 minutes 37 seconds West 179.98 feet along the boundary of said S.R. 38; thence South 72 degrees 11 minutes 13 seconds East 50.99 feet; thence South 60 degrees 52 minutes 37 seconds East 124.36 feet to the point of beginning and containing 0.035 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 10th day of June, 2019.

Susan M. Wood
Susan M. Wood, P.S.
State of Indiana, LS29800005

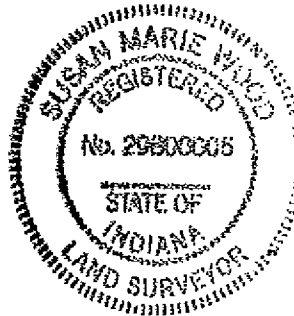


EXHIBIT "A"

Project: 1700728

Page 2 of 2

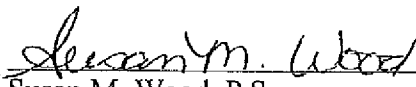
Parcel: 25A Temporary Right of way for Slope Construction

State Parcel ID: 29-06-18-000-012.000-014

Form: T-3

A part of the Southeast Quarter of Section 18, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said section; thence South 89 degrees 56 minutes 06 seconds West 289.39 feet along the south line of said section to the northeastern boundary of the intersection of S.R. 38 and Anthony Road per Instrument 2007047406 in the Office of the Recorder of Hamilton County; thence North 9 degrees 55 minutes 11 seconds West 65.65 feet along the boundary of the intersection of said S.R. 38 and said Anthony Road to the point of beginning of this description: thence continuing North 9 degrees 55 minutes 11 seconds West 38.63 feet along the boundary of said intersection to the east boundary of said Anthony Road; thence North 3 degrees 43 minutes 18 seconds East 29.94 feet along the boundary of said Road to the north line of the grantors' land; thence South 89 degrees 56 minutes 53 seconds East 11.42 feet along said north line; thence South 5 degrees 38 minutes 17 seconds West 68.25 feet to the point of beginning and containing 0.012 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 10th day of June, 2019.


Susan M. Wood, P.S.
State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 25

This indenture, executed this _____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
25	Barry Wayne and Cathy K. Pike	29-06-19-000-003.001-014	2019060673

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

2019057615 EASE \$25.00
11/15/2019 10:20:45AM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

LLP



TEMPORARY HIGHWAY EASEMENT GRANT
(GENERAL)

Form T-3
Revised 05/2019

Project:	1700728
Code:	NA
Parcel:	26A
Page:	1 of 3
CR:	2013041950

THIS INDENTURE WITNESSETH, That Daniel M. Gudeman, the Grantor(s) of Hamilton County, State of Indiana Grant(s) to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of Three Thousand and 00/100 Dollars (\$3,000.00) (of which said sum \$0.00 represents land improvements acquired and \$3,000.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of slope construction, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by
City of Westfield, Indiana
130 Penn St.
Westfield, IN 46074
I.C. 8-23-7-31

Form T-3
Revised 0

Project:	1700728
Code:	NA
Parcel:	26A
Page:	2 of 3

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

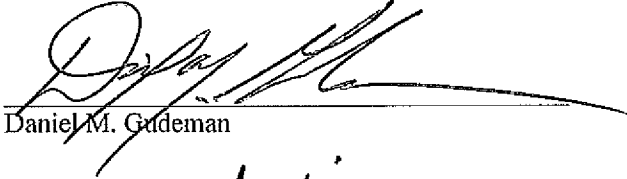
The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 26A
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor has executed this instrument
this 21st day of October, 2019.


Daniel M. Gudeman

STATE OF: Indiana :
COUNTY OF Hamilton : SS:

Before me, a Notary Public in and for said State and County, personally appeared Daniel M. Gudeman, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 21st day of October, 2019.

Signature Katie Repp
Printed Name Katie Repp
My Commission expires Feb. 3, 2024
I am a resident of Hamilton County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

EXHIBIT "A"

Project: 1700728

Page 1 of 1

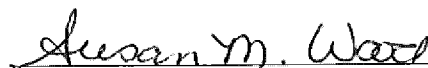
Parcel: 26A Temporary Right of way for Drive and Slope Construction

State Parcel ID: 29-06-18-000-013.006-014

Form: T-3

A part of the East half of the Southeast Quarter Section 18, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said section; thence North 0 degrees 00 minutes 24 seconds West 132.00 feet along the east line of said section to the northeast corner of a tract of land described in Instrument 200100046296 in the Office of the Recorder of Hamilton County; thence North 89 degrees 56 minutes 53 seconds West 321.97 feet along the north line of said tract to the centerline of Anthony Road and the east line of the grantor's land; thence South 5 degrees 25 minutes 22 seconds West 28.28 feet along said centerline and said east line to the north boundary of S.R. 38 per Instrument 200600061014 in the office of said recorder; thence North 84 degrees 30 minutes 30 seconds West 15.61 feet along said north boundary to the northwestern boundary of the intersection of S.R. 38 and said Anthony Road; thence South 70 degrees 51 minutes 16 seconds West 31.56 feet along the boundary of the intersection of said S.R. 38 and said Anthony Road to the point of beginning of this description: thence continuing South 70 degrees 51 minutes 16 seconds West 77.12 feet along the boundary of said intersection to the northeastern boundary of said S.R. 38; thence North 60 degrees 52 minutes 37 seconds West 164.97 feet along said northeastern boundary; thence North 60 degrees 53 minutes 09 seconds West 286.82 feet along said boundary to the west line of the grantor's land; thence North 0 degrees 01 minute 15 seconds East 11.44 feet along said west line; thence South 60 degrees 53 minutes 02 seconds East 372.36 feet; thence South 77 degrees 38 minutes 20 seconds East 128.94 feet; thence North 11 degrees 54 minutes 12 seconds East 182.68 feet; thence North 5 degrees 39 minutes 02 seconds East 108.00 feet; thence South 84 degrees 20 minutes 58 seconds East 25.00 feet; thence South 11 degrees 26 minutes 56 seconds West 286.68 feet to the point of beginning and containing 0.257 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 10th June, 2019.



Susan M. Wood, P.S.

State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 26

This indenture, executed this _____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
26	Daniel M Gudeman	29-06-18-000-013.006-014	2019057615

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

2019062272 EASE \$25.00
12/09/2019 02:23:05PM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

PSI



TEMPORARY HIGHWAY EASEMENT GRANT (GENERAL)

Form T-3
Revised 05/2019

Project:	1700728
Code:	NA
Parcel:	27A
Page:	1 of 3
Cross Ref.:	2016044123

THIS INDENTURE WITNESSETH, That Timothy J. Armstrong, the Grantor(s) of Hamilton County, State of Indiana Grant(s) to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of Six Hundred Eighty and 00/100 Dollars (\$680.00) (of which said sum \$0.00 represents land improvements acquired and (\$680.00) represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of slope construction, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by
City of Westfield, Indiana
130 Penn St.
Westfield, IN 46074
I.C. 8-23-7-31

Form T-3
Revised 0

Project:	1700728
Code:	NA
Parcel:	27A
Page:	2 of 3

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 27A
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument
this 11th day of November, 2019.

Timothy J. Armstrong
Timothy J. Armstrong

STATE OF: Indiana:
COUNTY OF Hamilton: SS:

Before me, a Notary Public in and for said State and County, personally appeared Timothy J. Armstrong, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 11th day of November, 2019.

Signature Katie Repp

Printed Name Katie Repp

My Commission expires Feb. 3, 2024

I am a resident of Hamilton County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

EXHIBIT "A"

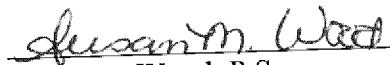
Project: 1700728
Parcel: 27A Temporary Right of way for Slope Construction
State Parcel ID: 29-06-18-000-011.000-014

Page 1 of 1

Form: T-3

A part of the Southeast Quarter Section 18, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said section; thence North 0 degrees 00 minutes 24 seconds West 132.00 feet along the east line of said section to the southeast corner of the grantor's land; thence North 89 degrees 56 minutes 53 seconds West 293.98 feet along the south line of the grantor's land to the point of beginning of this description: thence continuing North 89 degrees 56 minutes 53 seconds West 12.56 feet along said south line; thence North 5 degrees 31 minutes 21 seconds East 199.14 feet; thence South 84 degrees 20 minutes 58 seconds East 12.90 feet; thence South 5 degrees 38 minutes 17 seconds West 197.92 feet to the point of beginning and containing 0.058 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 10th day of June, 2019.


Susan M. Wood, P.S.
State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 27

This indenture, executed this ____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
27	Timothy J. Armstrong	29-06-18-000-011.006-014	2019062272

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

2019055150 EASE \$25.00
11/04/2019 08:48:04AM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

TKB



TEMPORARY HIGHWAY EASEMENT GRANT (GENERAL)

Form T-3
Revised 05/2019

Project:	1700728
Code:	NA
Parcel:	28
Page:	1 of 3
Cross Reference:	2012026857

THIS INDENTURE WITNESSETH, That Craft Masters Construction LLC, the Grantor(s) of Marion County, State of Indiana Grant(s) to the **CITY OF WESTFIELD, INDIANA**, the Grantee, for and in consideration of the sum of Four Thousand One Hundred Fifty Five and 00/100 Dollars (\$4,155.00) (of which said sum \$0.00 represents land improvements acquired and \$4,155.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of slope construction, which said work is incidental to the construction of the highway facility known as East Street and as Project 1700728, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Interests in land acquired by
City of Westfield, Indiana
130 Penn St.
Westfield, IN 46074
I.C. 8-23-7-31

Form T-3
Revised 0

Project:	1700728
Code:	NA
Parcel:	28
Page:	2 of 3

The undersigned represent and warrant that they are the Members of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey to the City of Westfield, Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments they had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Westfield, Indiana except:

No Exceptions

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Westfield, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Form T-3
Revised 0

Project: 1700728
Code: NA
Parcel: 28
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument
this 26 day of September, 2019.

Craft Masters Construction LLC

By: Jill M. Taylor
Signature

By: _____
Signature

Jill M. Taylor, member
Printed Name and Title

Printed Name and Title

STATE OF: Indiana:

COUNTY OF Marion:

SS:

Before me, a Notary Public in and for said State and County, personally appeared Jill Marie Taylor, known to be Member(s) of Craft Masters of Craft Masters Construction, LLC, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 26 day of September, 2019.

Signature [Signature]

Printed Name Donna McGee Christie

My Commission expires 09/25/2026

I am a resident of Marion County.



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Brian J. Zaiger, Esq. Attorney No. 15681-29

This instrument prepared by: Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032

EXHIBIT "A"

Project: 1700728
Parcel: 28 Temporary Right of way for Slope Construction
State Parcel ID: 29-06-18-000-014.001-015

Page 1 of 1

Form: T-3

A part of the East half of the Southeast Quarter of Section 18, Township 19 North, Range 4 East, Hamilton County, Indiana, described as follows: Beginning on the south line of said section South 89 degrees 56 minutes 06 seconds West 531.91 feet from the southeast corner of said section, which point of beginning is the intersection of the south line of said section with the southwestern boundary of State Road 38 per Instrument 2007007176 in the Office of the Recorder of Hamilton County; thence South 89 degrees 56 minutes 06 seconds West 30.76 feet along said south line; thence North 57 degrees 51 minutes 14 seconds West 94.81 feet; thence North 60 degrees 53 minutes 09 seconds West 272.21 feet to the western line of the grantor's land; thence North 13 degrees 53 minutes 54 seconds East 10.36 feet along said western line to the southwestern boundary of said State Road 38; thence South 60 degrees 53 minutes 09 seconds East 274.92 feet along the boundary of said State Road 38; thence South 60 degrees 52 minutes 37 seconds East 121.54 feet along said boundary to the point of beginning and containing 0.095 acres, more or less.

This description was prepared for the City of Westfield, Indiana by American Structurepoint, Inc., on this 10th day of June, 2019.


Susan M. Wood, P.S.
State of Indiana, LS29800005



RELEASE OF EASEMENTS TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY: Hamilton
ROAD: East Street North Extension
DES: 1700728
PARCEL: 28

This indenture, executed this ____ day of _____, 20____ witnesses that certain portions of real estate, recorded as set out below and acquired for use on the above referenced project for the City of Westfield are subject to temporary easements.

Parcel	Owner	Parent Key Number	Instrument Number
28	Craft Masters Construction LLC	29-06-18-000-014.001-015	2019055150

Whereas, the purpose for which said temporary easements were acquired have been accomplished and a release of the temporary easements will not interfere with any operations or construction of the City of Westfield.

Now, therefore, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.

In witness whereof, the City of Westfield has caused this instrument to be duly executed.

City of Westfield

John Nail, Director of Public Works

STATE OF INDIANA)
) SS
COUNTY OF _____)

_____ personally appeared before me, a notary public
for said county and state, this _____ day of _____, 20_____, and acknowledged the
execution of the release of easements taken for temporary right of way to be this free and voluntary act
and deed and the free and voluntary act and deed.

Notary (Signature)

Notary (Printed)

Commission Expires: _____
County of Residence: _____

This instrument prepared by Kaitlin Glazier, City Attorney, 2728 East 171st Street, Westfield IN 46074.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security
number in this document, unless required by law. – Kaitlin Glazier

UTILITY REIMBURSEMENT AGREEMENT

AGREEMENT Amount: \$1,169,000

Project No: 48PC05443

Work Description: Water main relocation for 161st Street Monon Trail Pedestrian Underpass

Road: 161st Street

County: Hamilton

THIS AGREEMENT, made and entered into this 10 day of January 2025, by

Citizens Water of Westfield, LLC
2020 North Meridian Street
Indianapolis, IN 46202

(hereinafter referred to as the "UTILITY"), and the City of Westfield, (hereinafter referred to as "WESTFIELD"), together referred to as the "PARTIES".

WITNESSETH:

WHEREAS, WESTFIELD desires to improve and/or maintain the condition of the above-referenced road and has determined the construction designated by the above project number is necessary for the improvement and/or maintenance of the roadway.

WHEREAS, due to said improvement, certain adjustments, removals, alterations, and relocation of the existing facilities of the UTILITY will have to be made as shown on Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT;

WHEREAS, it is in the best interests of the UTILITY and WESTFIELD for the UTILITY to make the necessary adjustments, removals, alterations, and/or relocation of its existing facilities as shown on Exhibit "A" with the UTILITY's regular construction and maintenance forces, or by a contractor paid under contract let by the UTILITY.

NOW, THEREFORE, in consideration of the mutual covenants herein recited, the UTILITY and WESTFIELD do herein agree as follows:

SECTION I.

The UTILITY, with its regular construction or maintenance crew and personnel, at its standard schedule or wages and working hours, or by an approved contractor, will make the necessary adjustments, removals, alterations and/or relocation in its existing facilities as shown on Exhibit "A", attached hereto and incorporated herein by reference.

The preliminary estimated cost thereof is \$1,169,000.00, as shown on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION II.

The UTILITY will be reimbursed for its actual costs of the work in such Exhibit "B" upon presentation of itemized bills to WESTFIELD from the UTILITY. The UTILITY accounts and the accounts and records of any contractor or subcontractor involved in carrying out the purpose of work shall be kept in such manner that they may be audited and actual costs determined, and such accounts shall be available, within a reasonable amount of time of receipt of written notice to the owner of such accounts, for the audits by auditors of WESTFIELD for a period of not less than three (3) years from the date final payment has been received by the UTILITY. WESTFIELD agrees that information provided to it pursuant to such an audit shall be used solely for the purpose of this AGREEMENT and shall not, to the extent allowed by law, be disclosed to third parties for any other purpose.

Should the accumulated costs of the work materially exceed such Exhibit "B" preliminary estimated costs, due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of the work, method of installation, change in location, or other changes of similar nature has taken place, the UTILITY shall notify WESTFIELD in writing of such fact and the reasons therefore as promptly as possible. The Utility shall receive written approval of such charges prior to commencing additional work.

The payments to the UTILITY will be made on the basis hereinafter set forth:

Progress or Final Billing. The UTILITY may submit progress billings reflecting the actual costs incurred or it may submit a final billing upon completion of the Project. Invoices shall be payable within thirty (30) days from the date WESTFIELD receives such bill.

All relevant books, records and account of the UTILITY and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work to which payment for a relocation has been made by WESTFIELD, may be audited by WESTFIELD. The UTILITY following such audit shall delete those items from the final bill, if any, or refund that portion of the payment for which it is not entitled to reimbursement, if any, only to the extent those items or payments were not incurred either as a part of the Project or otherwise in accordance with the Agreement.

SECTION III.

The UTILITY shall not start construction on the work contemplated by this AGREEMENT until written notice has been given to the UTILITY by WESTFIELD that the work has been authorized and that funds are available to reimburse the UTILITY.

SECTION IV.

PARTIES to this AGREEMENT, and their consultants and/or contractors, shall not discriminate against any employee or applicant for employment in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, and United States military service veteran status. Breach of this provision may be regarded as a material breach of this AGREEMENT.

SECTION V.

In the event of any inconsistency between this AGREEMENT and the exhibits attached hereto, the terms and conditions of this AGREEMENT will control.

SECTION VI.

(INTENTIONALLY OMITTED)

SECTION VII.

The PARTIES and their representatives agree that all appropriate corporate action has been taken relating to this AGREEMENT and that each representative executing this AGREEMENT has all requisite legal authority to sign on behalf of its respective entity.

SECTION VIII.

This AGREEMENT represents the entire understanding between WESTFIELD and the UTILITY with respect to the subject matter herein.

SECTION IX.

This AGREEMENT may be amended only in writing, signed by each of the parties.

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the PARTIES hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Citizens Water of Westfield, LLC
(Utility Name)


(Signature of Officer)

Jeffrey A. Harrison
(Officer's Name, Printed or Typed)

President & Chief Executive Officer, Citizens Energy Group
(Officer's Position)

JT 12/19/24
SM-M 12/19/24



01/09/2025

FOR:

City of Westfield

BY:

(Typed or Printed Name)

(Typed or Printed Name)

(Typed or Printed Name)

161st ST. - MONON TRAIL PEDESTRIAN UNDERPASS WATER MAIN RELOCATION PROJECT # 48PC05443



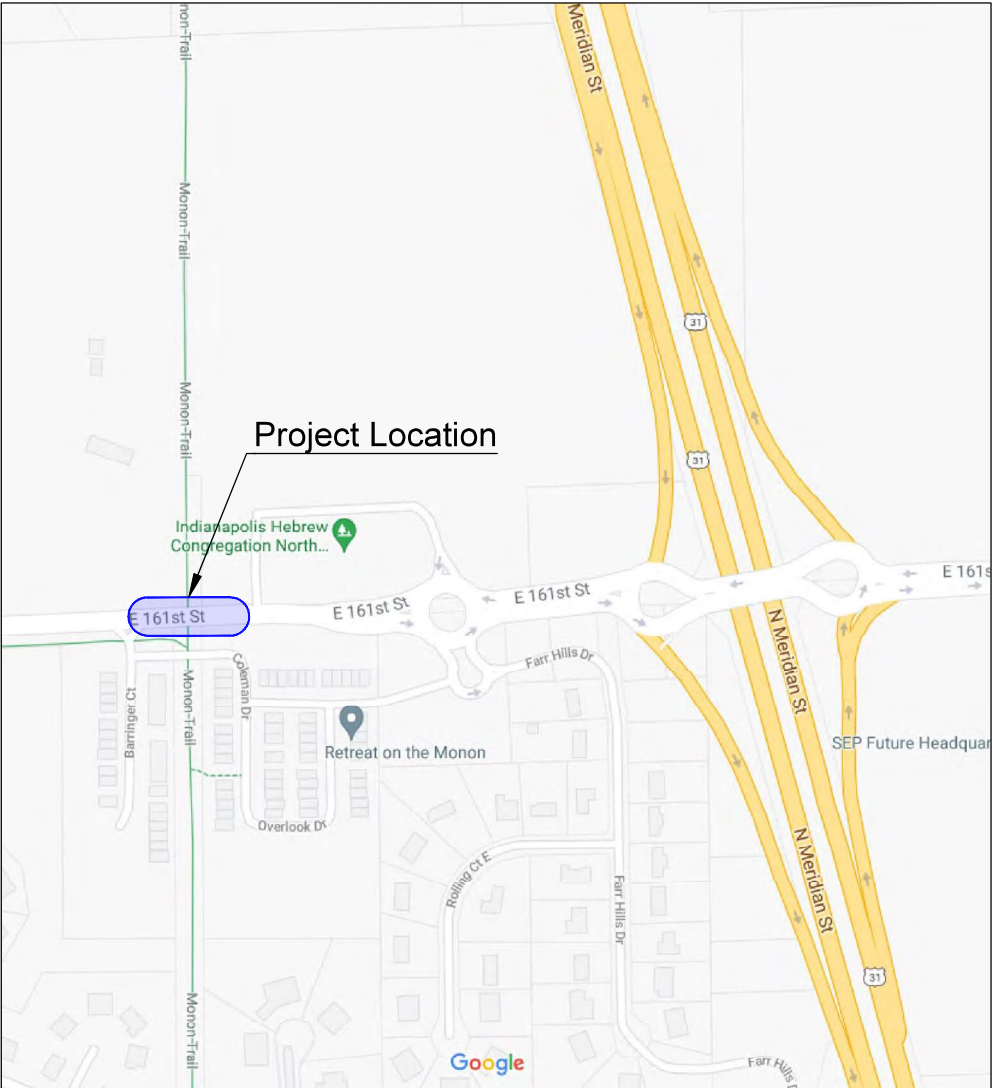
2150 DR. MARTIN LUTHER KING JR STREET
INDIANAPOLIS, IN 46202
WWW.CITIZENSENERGYGROUP.COM
(317) 639-1501

CITIZENS PROJECT CONTACT INFORMATION

Manager - Capital Project Delivery, Jeremy Kosegi 317-429-3992
JKosegi@CitizensEnergyGroup.com

Design Project Manager, Scott Ritter 317-927-4434
SRitter@CitizensEnergyGroup.com

Construction Project Manager, Jamie Schultz 317-429-3929
JSchultz@CitizensEnergyGroup.com

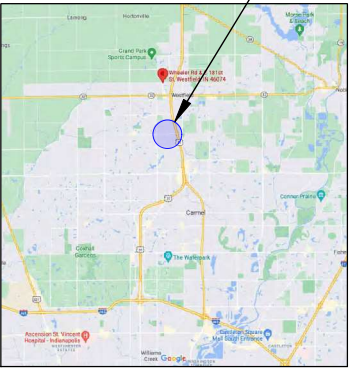


PROJECT LOCATION MAP
NOT TO SCALE

GENERAL NOTES:

1. FOLLOW CITIZENS ENERGY GROUP WATER STANDARDS MANUAL AT CITIZENSWATER.COM
2. CONTRACTOR IS RESPONSIBLE FOR LOCATES 2 DAYS PRIOR TO DIGGING.
3. CONTRACTOR IS RESPONSIBLE FOR FOLLOWING LOCAL AGENCY TRAFFIC CONTROL REQUIREMENTS.

Project Location



GENERAL LOCATION MAP
NOT TO SCALE

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SHUT OUT PLAN
3 - 6	PLANS
7	FRACTURE MITIGATION PLAN
8	TRAFFIC CONTROL STANDARDS

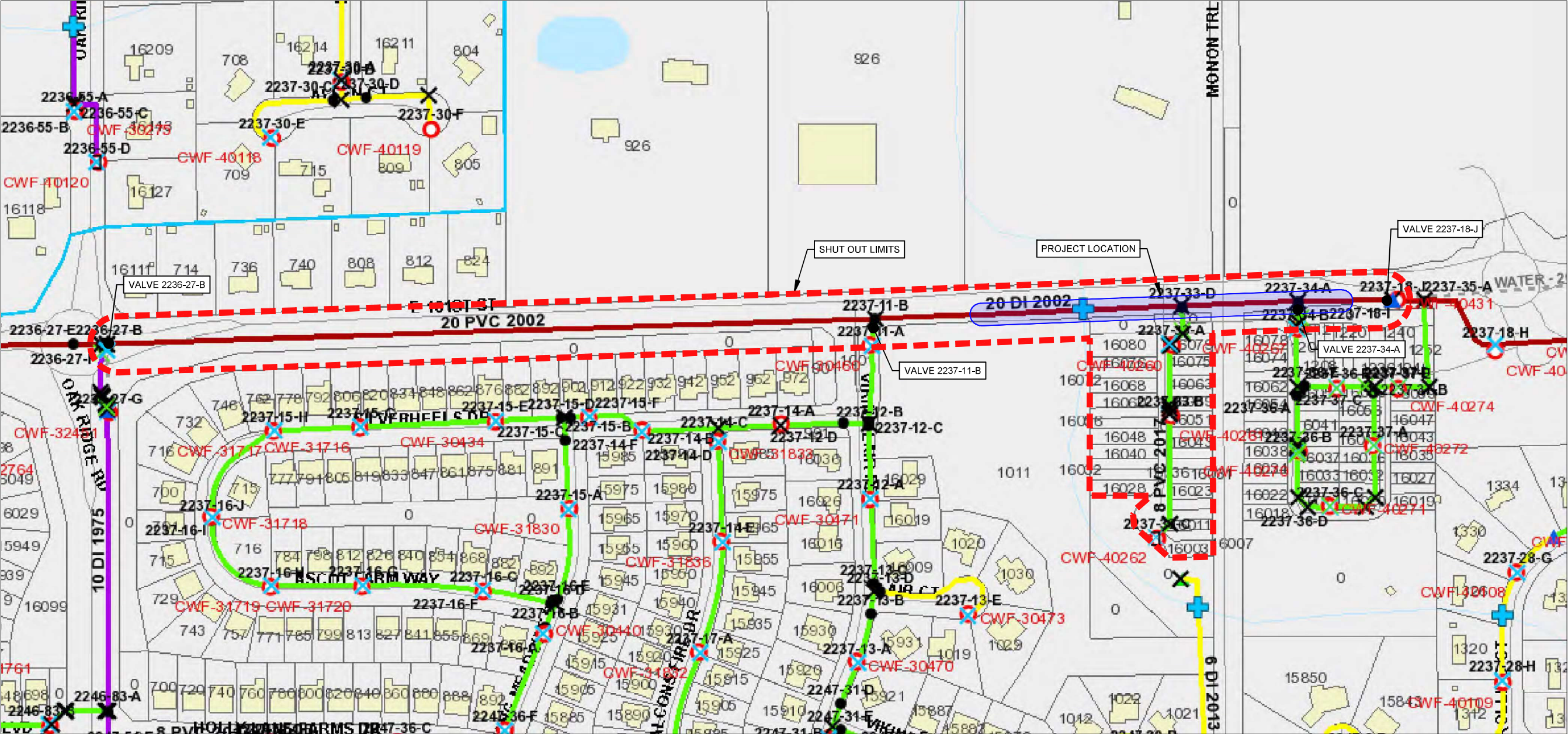


EXHIBIT A

161st ST. - MONON TRAIL PEDESTRIAN UNDERPASS
WATER MAIN RELOCATION
PROJECT # 48PC05443

REVISIONS	DATE	BY

SHEET NUMBER
1
1 of 8



SHUT-OUT MAP
NOT TO SCALE

VALVE SHUT-OUTS

VALVE NUMBER	SIZE	TYPE	YEAR
2236-27-B	20	BUTTERFLY	2002
2237-11-B	8	GATE	2007
2237-34-A	8	GATE	2017
2237-18-J	20	BUTTERFLY	2014

ESTIMATED CUSTOMERS SHUTOUT = 20



161st ST. - MONON TRAIL PEDESTRIAN UNDERPASS - WATER MAIN RELOCATION			
Distribution Map	Pressure District	Tax Code	Project Manager
2237	WESTFIELD SW	IN49800	SCOTT RITTER
Drawn By	TR		

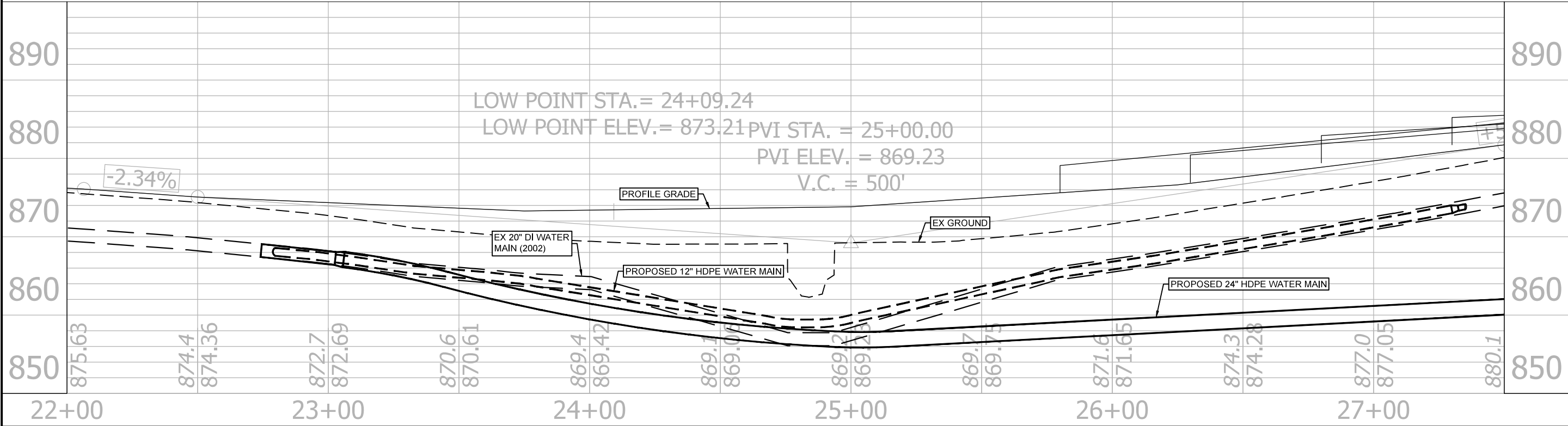
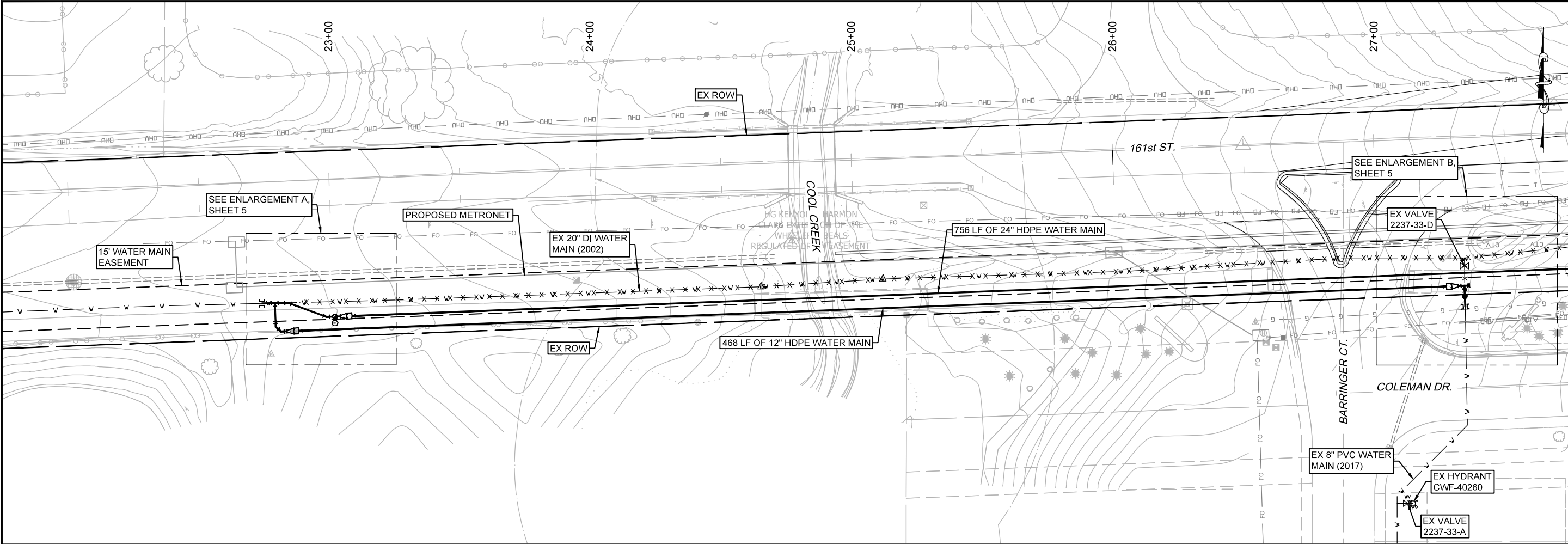
Scale: NONE

Project No.: 48PC05443

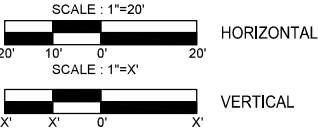
Date: 06/07/2021

SHEET NUMBER

2
2 of 8



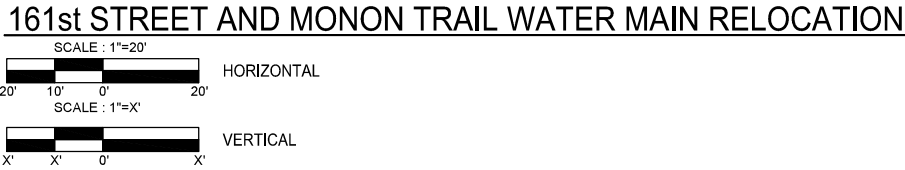
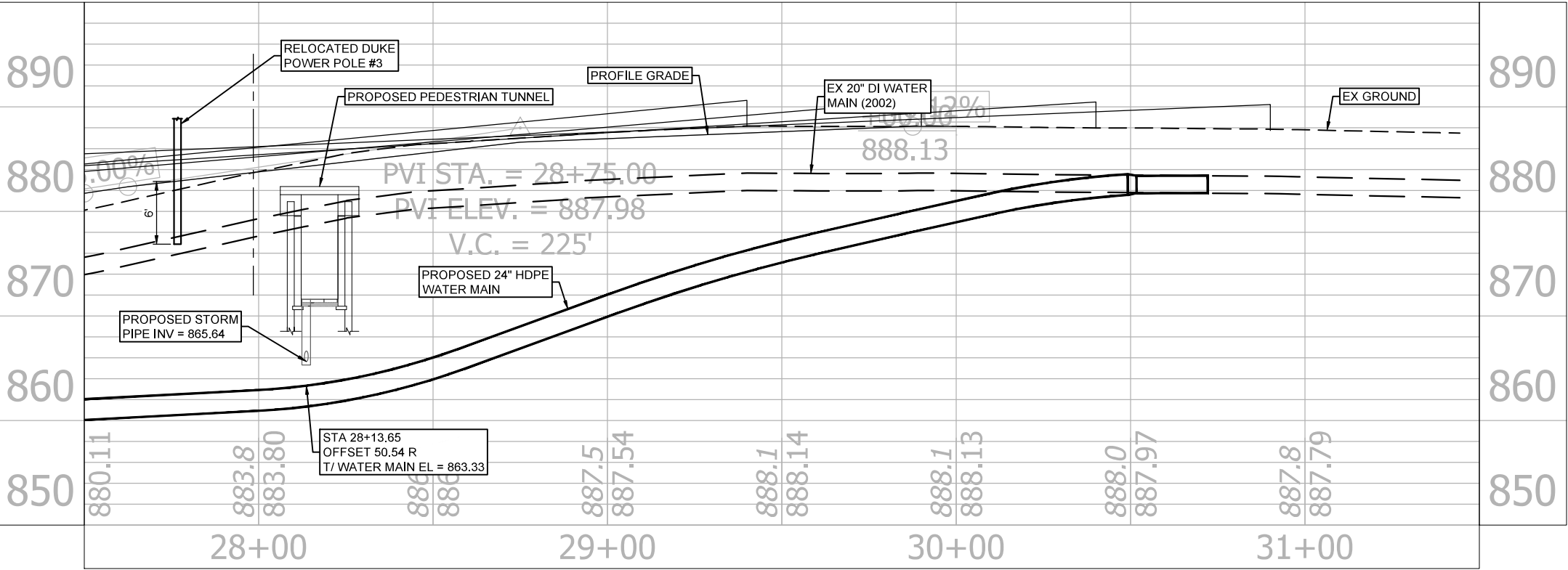
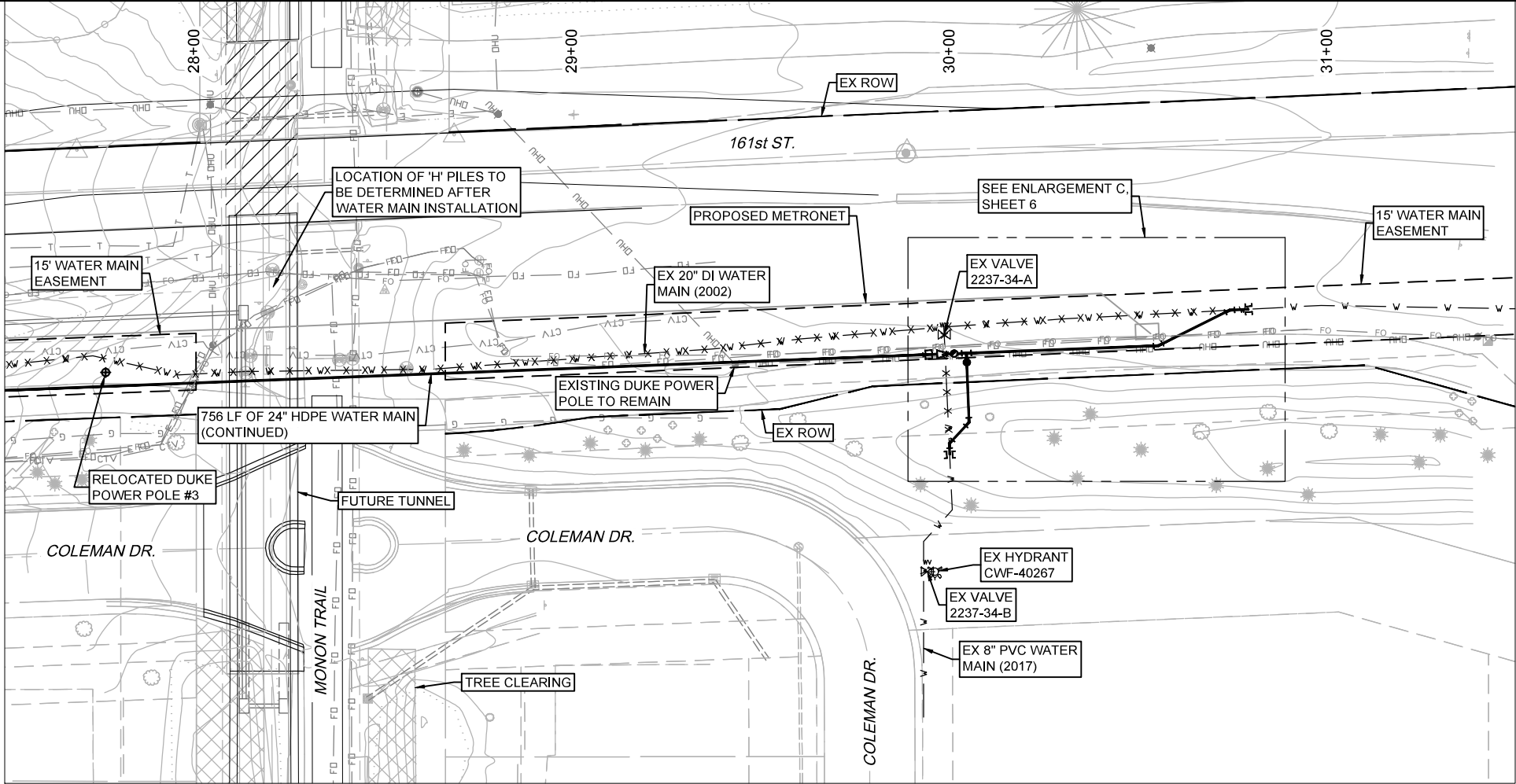
161st STREET AND MONON TRAIL WATER MAIN RELOCATION



- x x x x x x x = CUT, CAP AND RETIRE IN PLACE

INDIANA 811 Know what's below. Call before you dig.		citizens energy group CITIZENS WATER 2150 DR. MONON, INDIANAPOLIS, IN 46202 (317) 635-1501		161st ST. - MONON TRAIL PEDESTRIAN UNDERPASS - WATER MAIN RELOCATION Distribution Map 2237 Pressure District WESTFIELD, SW Tax Code IN49800 Meter Map * Project Manager SCOTT RITTER Drawn By TR		REVISIONS DATE BY	
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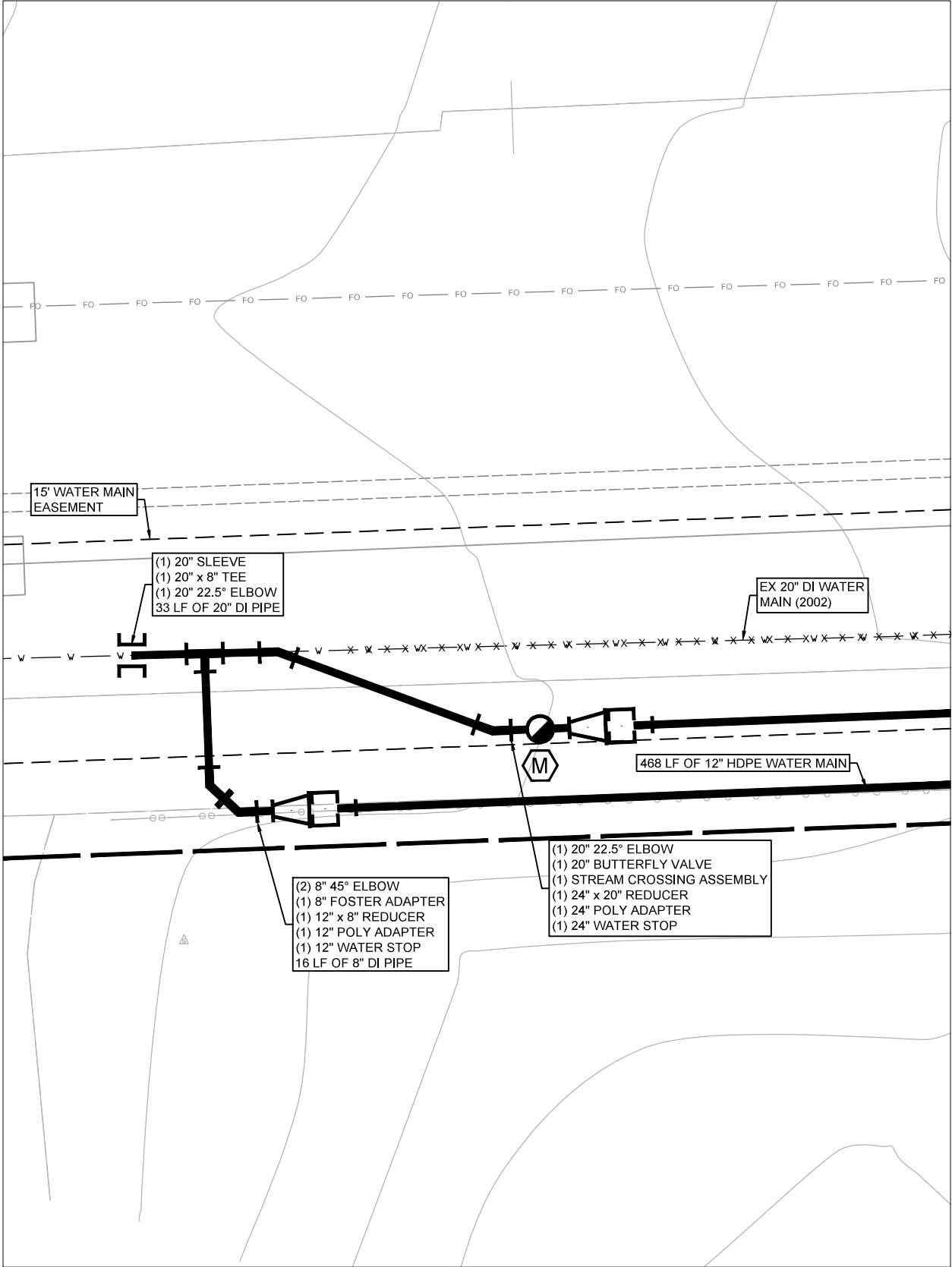
Scale: AS NOTED
Project No.: 48PC05443
Date: 06/07/2021
SHEET NUMBER 3
3 of 8
Page 95 of 274



161st STREET AND MONON TRAIL WATER MAIN RELOCATION

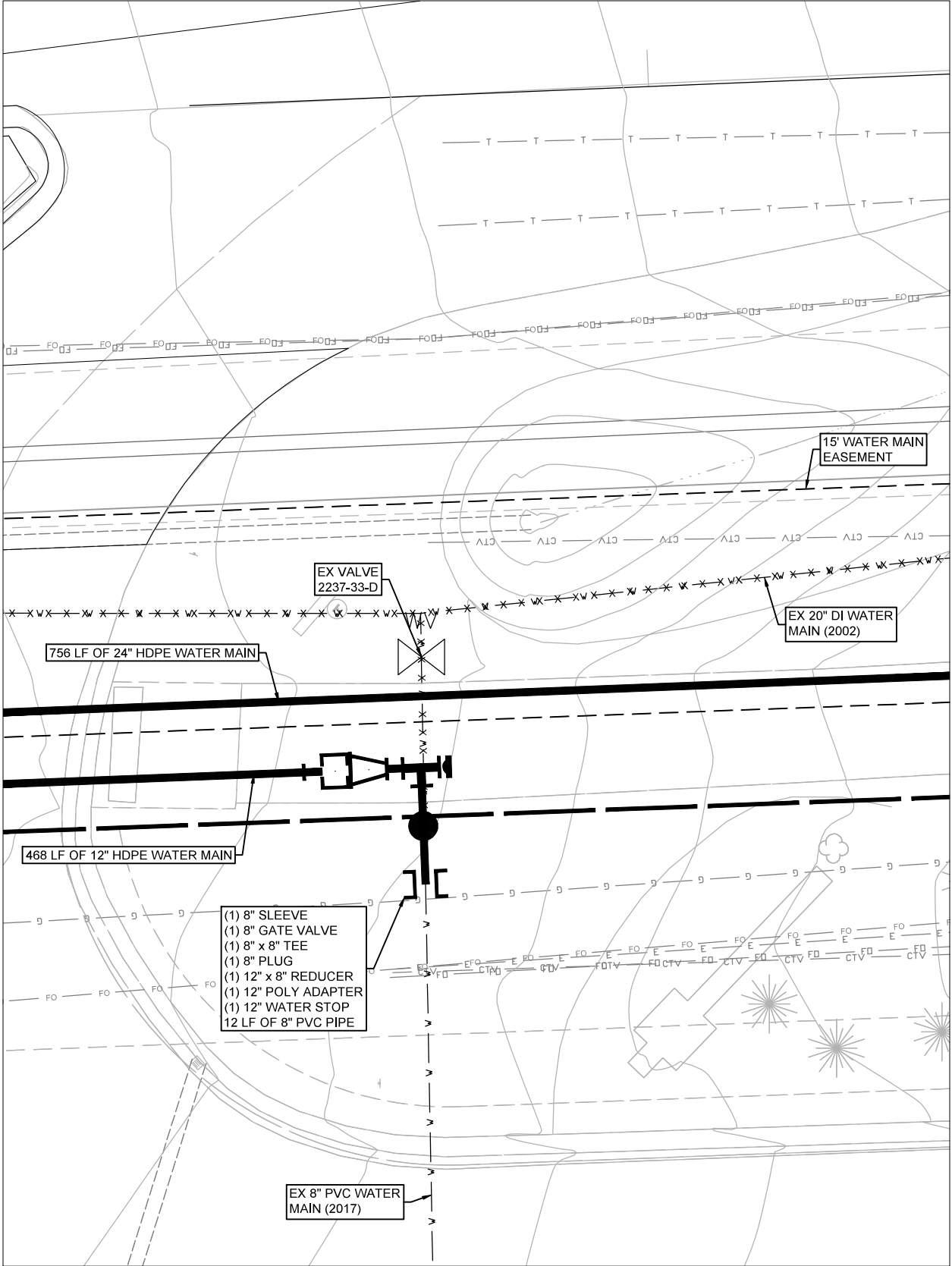


161st ST. - MONON TRAIL PEDESTRIAN UNDERPASS - WATER MAIN RELOCATION		Tax Code: IN49800 Distribution Map: 2237 Pressure District: WESTFIELD SW Meter Map: * Project Manager: SCOTT RITTER Drawn By: TR	
Scale: AS NOTED		Project No.: 48PC05443	
Date: 06/07/2021		SHEET NUMBER	
		4 4 of 8	
		REVISIONS DATE BY	



ENLARGEMENT A
SCALE : 1"=5'
5' 2.5' 0' 5'

- x x x x x x x = CUT, CAP AND RETIRE IN PLACE



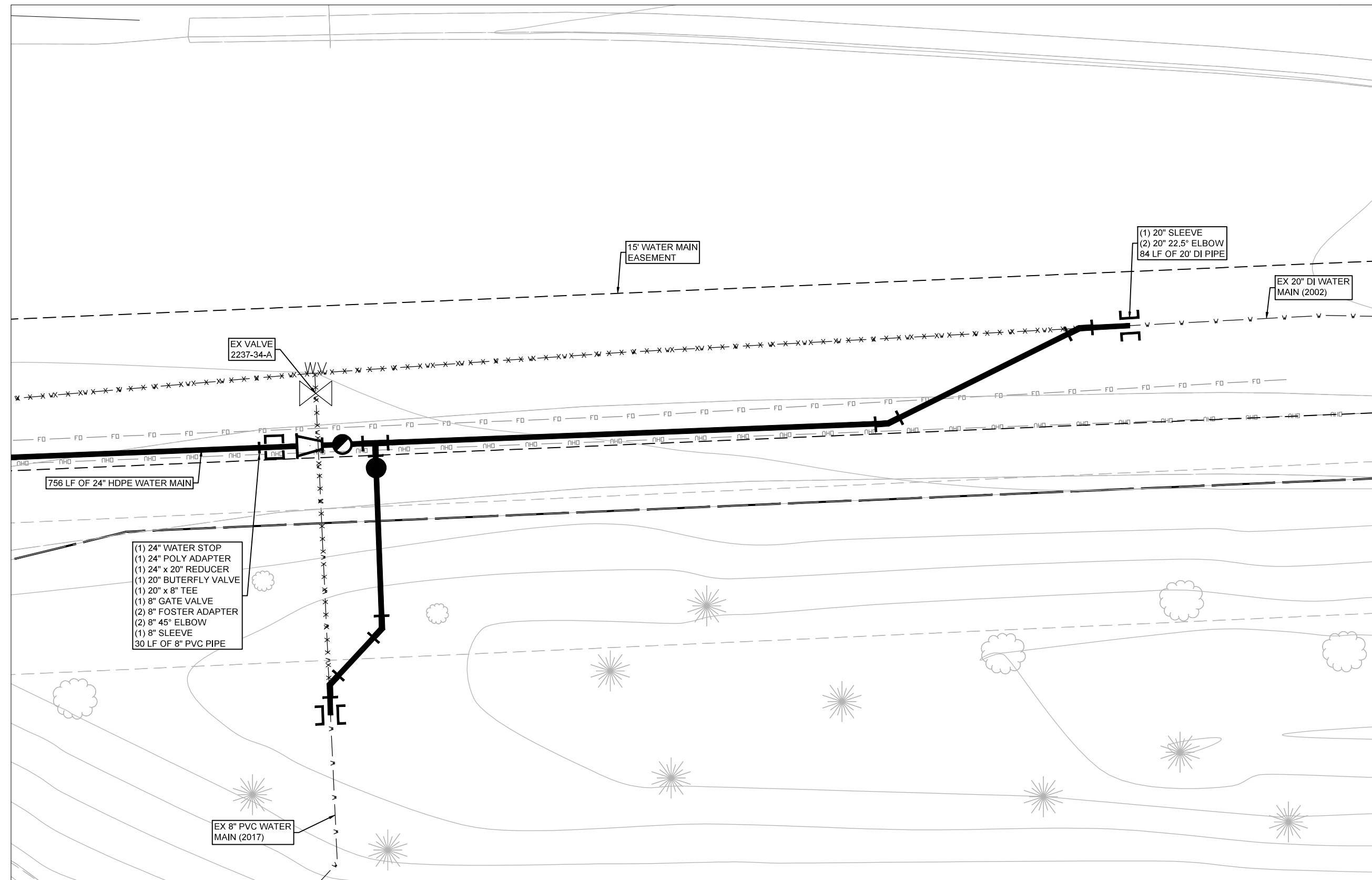
ENLARGEMENT B
SCALE : 1"=5'
5' 2.5' 0' 5'



citizens energy group
CITIZENS WATER
2150 DR. INDIANAPOLIS, IN 46202
(317) 639-1501

161st ST. - MONON TRAIL PEDESTRIAN UNDERPASS - WATER MAIN RELOCATION			
Distribution Map	Pressure District	Meter MAP	Tax Code
2237	WESTFIELD SW	*	IN49800
Drawn By	Project Manager		
TR	SCOTT RITTER		

Scale:	AS NOTED
Project No.:	48PC05443
Date:	06/07/2021
SHEET NUMBER	5
	5 of 8



ENLARGEMENT C

SCALE : 1"=5'

A horizontal scale bar with a total length of 10 feet. It is divided into four equal segments of 2.5 feet each. The segments alternate between white and black, starting and ending with a white segment. Below the bar, the distances are labeled: 5' at the left end, 2.5' at the first division, 0' at the center, 2.5' at the third division, and 5' at the right end.

· X X X X X X X = CUT, CAP AND RETIRE IN PLACE

[illegible]

161st St. - Monon Trail Pedestrian	Pressure District WESTFIELD SW	Meter Map *	Tax Code IN49800
Drawn By TR	Project Manager SCOTT RITTER		

Scale: AS NOTED

Project No.: 48PC05443

Date: 06/07/2021

SHEET NUMBER

6

6 of 8

FRACTION MITIGATION CONTINGENCY PLAN FOR DIRECTIONAL DRILLING

DESCRIPTION OF WORK

INTRODUCTION AND PURPOSE

Directional bore operations have the potential to release drilling fluids into the surface environment through frac-outs (a condition where drilling mud is released through fractured bedrock into the surrounding rock and sand and travels toward the surface). Because drilling muds consist largely of a bentonite clay-water mixture, they are not classified as toxic or hazardous substances. However, if it is released into water bodies, bentonite has the potential to adversely impact fish and invertebrates.

While drilling fluid seepage associated with a frac-out is most likely to occur near the bore entry and exit points where the drill head is shallow, frac-outs can occur in any location along a directional bore. This plan establishes operational procedures and responsibilities for the prevention, containment, and cleanup of frac-outs. All personnel responsible for the work must adhere to this plan during the directional drilling process.

The specific objectives of this plan are to:

1. Minimize the potential for a frac-out associated with directional drilling activities;
2. Provide for the timely detection of frac-outs;
3. Protect the environmentally sensitive riverbed and associated riparian vegetation;
4. Ensure an organized, timely, and minimum-impact response in the event of a frac-out and release of drilling fluid; and
5. Ensure that all appropriate notifications are made immediately to the Citizens.

PROJECT-SPECIFIC MITIGATION PLAN

The Contractor shall submit a project-specific mitigation plan to Citizens for review and approval 3 weeks prior to the start of work. The plan shall include the following:

- A listing of all permits obtained for the project
- Safety Data Sheet (SDS) for the drilling fluid to be used
- SDS for the leak stopping compound
- Methods to be used to discuss training approach for onsite staff
- Identify the Site Supervisor and hierarchy of team with a description of the responsibilities of the Site Supervisor and other team members
- Discuss visual inspection approach and frac-out detection methods
- Notification requirements if a release is observed
- Description of any environmentally sensitive areas in proximity of the project
- A drawing that shows the plan and cross section of where the bore hole will be advanced
- Description of the stratigraphy where the bore hole will be advanced and the bore hole pressure that the stratigraphy can sustain without creating a frac-out
- Maximum allowable bore hole pressure for drilling operations including the safety factor.
- Drilling procedure
- Inventory of response equipment
- Response procedure
- Waste materials management procedure
- Close-out procedure
- Construction re-start procedure
- Bore Abandonment
- Documentation
- Project Completion and Clean-up

SITE SUPERVISOR RESPONSIBILITIES

The Contractor's Senior onsite person will be the Site Supervisor for this plan. The Site Supervisor shall be familiar with all aspects of the drilling activity, the contents of this Plan, and the conditions of approval under which the activity is permitted to take place. The Site Supervisor shall have the authority to stop work and commit the resources (personnel and equipment) necessary to implement this Plan. The Site Supervisor shall assure that a copy of this Plan is available (onsite) and accessible to all construction personnel.

The Site Supervisor has overall responsibility for implementing this Fraction Mitigation Contingency Plan and the Project-Specific Mitigation Plan. The Site Supervisor will have the following responsibilities:

- Ensure that all employees are trained prior to drilling.
- Notify Citizens of a frac-out immediately by contacting Citizens Environmental Stewardship Environmental incident hotline at (317) 402-8636.
- Coordinating on site personnel for response, cleanup, and disposal of recovered waste material.
- Ensure all waste materials are properly containerized, labeled, and removed from the site to an approved disposal facility by personnel experienced in the removal, transport, and disposal of drilling fluid.

CONTAINMENT REQUIREMENTS FOR EQUIPMENT AND DRILLING OPERATIONS

The Site Supervisor shall ensure that:

- All equipment and vehicles are being checked and maintained daily to prevent leaks of hazardous materials;
- Spill containment and cleanup materials are available on-site at all times and that the equipment is in good working order;
- If equipment is required to be operated near a riverbed, absorbent pads and plastic sheeting for placement beneath motorized equipment shall be used to protect the riverbed from engine fluids; and
- Excavation/vacuum relief pits are to be located on each side of creek/stream/river to direct and capture fluids and reduce contaminant migration.

TRAINING

Prior to the start of construction, the Site Supervisor shall ensure that the crew members receive training in the following:

- The provisions of this Plan, equipment maintenance, and site specific permit and monitoring requirements;
- Inspection procedures for release prevention, containment equipment and materials;
- Contractor/crew obligations to immediately stop operations upon first evidence of the occurrence of a frac-out during pilot hole drilling and reaming and to immediately report any frac-out releases;
- Contractor/crew member responsibilities, including notification, in the event of a release;
- Operation of release prevention and control equipment and the location of release control materials, as necessary and appropriate;
- Protocols for communication with agency representatives who might be on-site during the clean-up effort; and
- Safety Data Sheets for Drilling Fluids shall be onsite with the Site Supervisor.

Training shall be documented by the Contractor and submitted to Citizens with the other project record documents.

DRILLING PROCEDURES

The Site Supervisor shall be on-site at any time that drilling is occurring or is planned to occur. Drilling pressures shall be closely monitored so they do not exceed those needed to penetrate the formation and do not exceed the maximum allowable bore hole pressure. Pressure levels shall be monitored by the operator.

Exit and entry pits shall be enclosed by silt fences and straw. Containment materials (straw, silt fencing, sand bags, frac-out spill kits, etc.) shall be staged on-site at locations where they are readily available and easily mobilized for immediate use in the event of an accidental release of drilling mud (frac-out). If necessary, barriers (straw bales or sedimentation

fences) between the bore site and the edge of the water source shall be constructed, prior to drilling, to prevent released bentonite material from reaching the water.

Once drilling begins, the drill operator shall stop work whenever the pressure in the drill rig drops or there is a lack of returns in the entrance pit. At this time, the Site Supervisor shall be informed of the potential frac-out. The Site Supervisor and the drill rig operator(s) shall work to identify the likely location of the frac-out. The location of the frac-out shall be recorded and notes made on the location and measures taken to address the concern.

VAC-TRUCK

A vacuum truck shall be staged at a location from which it can be mobilized and relocated so that any place along the drill shot can be reached by the apparatus within 20 minutes of a frac-out.

NOTIFICATION AND COMMUNICATING WITH REGULATORY AGENCY PERSONNEL

In the event a frac-out reaches surface water, the Site Supervisor will immediately notify Citizens Environmental Stewardship at (317) 402-8636 so they can notify the appropriate regulatory agencies. The Site Supervisor and/or the drilling contractor should not directly contact the appropriate regulatory agencies. The following information will be provided to Citizens Environmental Stewardship:

1. Name and telephone number of person reporting
2. Location of the release
3. Date and time of release
4. Type and quantity, estimated size of release
5. How the release occurred
6. The type of activity that was occurring around the area of the frac-out
7. Description of any sensitive areas, and their location in relation to the frac-out
8. Description of the methods used to clean up or secure the site
9. Listing of the current permits obtained for the project

All employees and subcontractors will adhere to the following protocols when permitting Regulatory Agency Personnel arrive on site. Only the Site Supervisor and Citizens are to coordinate communication with Regulatory Agency Personnel. Regulatory Agency Personnel will be required to comply with appropriate safety rules.

FIELD RESPONSE

The response of the field crew to a frac-out release shall be immediate and in accordance with procedures identified in this Plan. All appropriate emergency actions that do not pose additional threats to sensitive environmental resources will be taken, as follows:

- Directional boring will stop immediately;
- The bore stem will be pulled back to relieve pressure on frac-out;
- The Site Supervisor will be notified and will notify Citizens Environmental Stewardship, as previously discussed, and will ensure that adequate response actions are taken;
- The Site Supervisor shall evaluate the situation and recommend the type and level of response warranted;
- If the frac-out is minor, easily contained, has not reached the surface and is not threatening sensitive environmental resources, a leak stopping compound shall be used to block the frac-out. If the use of leak stopping compound is not fully successful, the bore stem shall be redirected to a new location along the desired drill path where a frac-out has not occurred;
- If the frac-out has reached the surface, any material contaminated with Bentonite shall be removed, contained, and properly disposed of, as required by law. A dike or berm may be constructed around the frac-out to entrap released drilling fluid, if necessary. The area shall be returned to pre-project contours; and
- If a frac-out occurs, reaches the surface, and becomes widespread, the Site Supervisor shall authorize a readily accessible vacuum truck(s) to be mobilized.

CLOSE-OUT PROCEDURES

When the release has been contained and cleaned up, response closeout activities will be conducted at the direction of the Site Supervisor and shall include the following:

- The recovered drilling fluid will either be recycled or hauled to an approved facility for disposal. No recovered drilling fluids will be discharged into streams, storm drains, or any other water source;
- All frac-out excavation and clean-up sites will be returned to pre-project contours using clean fill, as necessary; and
- All containment measures (fiber rolls, straw bale, etc.) will be removed, unless otherwise specified by the Site Supervisor.

CONSTRUCTION RE-START

For small releases, drilling may continue if 100 percent containment is achieved through the use of a leak stopping compound or redirection of the bore and the clean-up crew remains at the frac-out location throughout the construction period. For releases requiring notification of regulatory agencies, construction activities will not restart without prior approval from Citizens.

BORE ABANDONMENT

Abandonment of the bore hole will be required when all efforts to control the frac-out within the existing directional bore have failed. The bore hole shall be filled with drilling fluid or grout once the equipment has been removed.

DOCUMENTATION

The Site Supervisor shall record the frac-out event in his/her daily log. The log will include the following:

- Details on the release event including an estimate of the amount of drilling fluid released;
- The location, date and time of release;
- Date and time the release ended;
- The size of the area impacted;
- The success of the clean-up action;
- Name and telephone number of person reporting the release;
- Date and time Citizens Environmental Stewardship was notified;
- Date of the log entry;
- How the release occurred;
- The type of activity that was occurring around the area of the frac-out;
- Description of any sensitive areas and their location in relation to the frac-out;
- Description of the methods used to clean up or secure the site; and
- Description of interactions with government agencies and a listing of the current permits obtained for the project.

PROJECT COMPLETION AND CLEAN-UP

- Sump pits at bore entry and exits will be filled and returned to natural grade; and
- All protective measures (fiber rolls, straw bale, silt fence, etc.) shall be removed unless otherwise specified by the Site Supervisor.

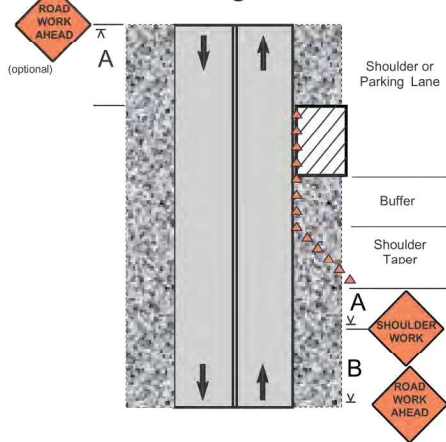
PLEASE NOTE THAT FAILURE TO FOLLOW THESE REQUIREMENTS AND THE REQUIREMENTS OF THE PROJECT-SPECIFIC MITIGATION PLAN MAY RESULT IN THE CONTRACTOR'S ABILITY TO WORK ON FUTURE CITIZENS' PROJECTS.

citizens energy group CITIZENS WATER 2150 DR. MARTIN LUTHER KING JR STREET INDIANAPOLIS, IN 46202 (317) 638-1501											
161st ST. - MONON TRAIL PEDESTRIAN UNDERPASS - WATER MAIN RELOCATION				Distribution Map 2237		Pressure District WESTFIELD SW		Meter MAP *		Tax Code IN49800	
Scale: NONE				Project No.: 48PC05443		Date: 06/07/2021		SHEET NUMBER 7		7 of 8	
Drawn By TR				Project Manager SCOTT RITTER		DATE		REVISIONS		BY	

Indiana Department Of Transportation

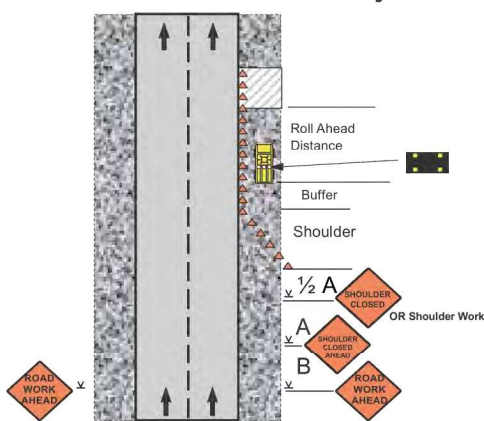
Permit Section Traffic Control Quick Reference Guide

Work on Paved Shoulders ≥8ft. or Parking Lanes



Note: WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.

Paved Shoulder ≥8ft. Closed on Divided Roadway

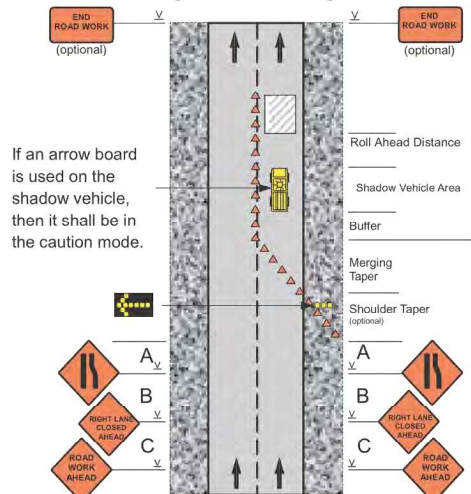


Notes:

1. SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
2. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
3. Use of an arrow display is optional. If used, it shall be operated in the caution mode.
4. ≤40mph speed limit, shadow vehicle optional.

Shadow Vehicles **CANNOT** be used as work vehicles

Lane Closure on a Divided Roadway or One Way Street

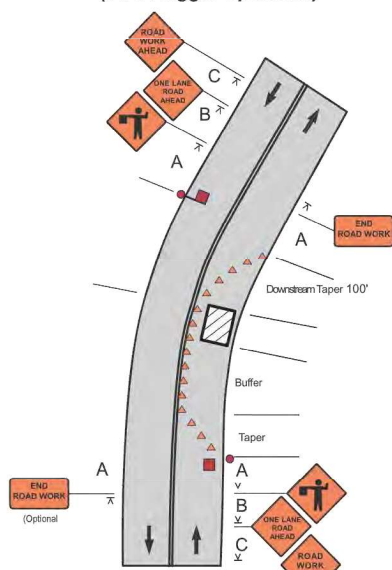


If an arrow board is used on the shadow vehicle, then it shall be in the caution mode.

Notes:

1. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
2. On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
3. ≤40mph speed limit, shadow vehicle optional.

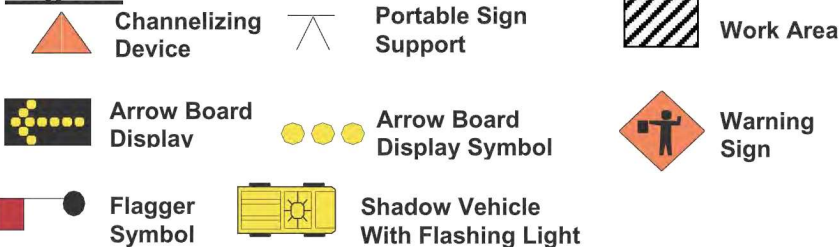
Lane Closure on a Two-Lane Road (Two Flagger Operation)



Notes:

1. The flagger or flaggers shall use approved flagging procedures according to the MUTCD.
2. If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

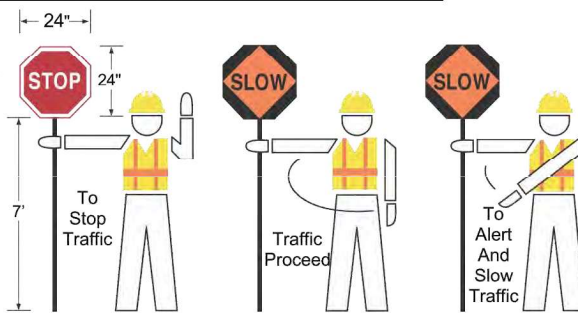
Legend



Flagger Standards and Procedures

If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way



Acceptable Channelizing Devices

1. Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
 2. Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
 3. The sides of barricades facing traffic shall have retroreflective rail faces.
 4. All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.
- Spacing
- On Tapers: The distance in feet equal to the speed limit in mph, Alongside the work area: The distance in feet equal to 2.0 times the speed limit in mph.
- Alternatively, the spacing for straight-a-ways may be as follows:
- 20 to 40 mph: 1 cone for every 40' (every skip)
 - 40 to 55 mph: 1 cone for every 80' (every other skip)
 - 60 mph & above: 1 cone for every 120' (every 3 skips)

Sign Spacing (feet)

	25-30 mph	35-40 mph	45-55 mph	Multilane Divided 50 mph or higher	Expressway/Freeway
A	100	350	500	1000	1000
B	100	350	500	1600	1600
C	100	350	500	2640	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

OPTIONAL SKIPS BASED TAPERS (For a 12 Ft Wide Closure)												
Speed (MPH)	Shoulder Tapers				Shifting Tapers				Merging Tapers			
	L	#S	CS	#C	L	#S	CS	#C	L	#S	CS	#C
20	80	2	20	5	80	2	20	5	160	4	20	9
25	80	2	20	5	80	2	20	5	160	4	20	9
30	80	2	20	5	120	3	20	7	200	5	20	11
35	120	3	20	7	160	4	20	9	280	7	20	15
40	120	3	40	4	160	4	40	5	320	8	40	9
45	200	5	40	6	280	7	40	8	560	14	40	16
50	200	5	40	6	320	8	40	9	600	15	40	17
55	240	6	40	7	360	9	40	10	680	17	40	18
60	240	6	60	5	360	9	60	7	720	18	60	13
65	280	7	60	6	400	10	60	8	800	20	60	15
70	280	7	60	6	440	11	60	9	840	21	60	15

2-Way & Downstream Tapers are always 100/2.5/20/7

L = Length (ft) #S = Number of Skips CS = Cone Spacing (ft) #C = Number of Cones

Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Skips Based Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

Roll-ahead Distances

Speed	Stationary	Mobile
≤ 45 mph	100 ft	150 ft
50 - 55 mph	150 ft	200 ft
60 - 65 mph	200 ft	275 ft
70 mph	225 ft	325 ft

DISCLAIMER... The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit work. Any changes or additions of traffic control of protection can be requested per the INDOT District Permit Sections. This document **MUST** accompany the Right-Of-Way Permit Application.

Created By INDOT, Work Zone Safety Section, June 2011.

www.in.gov/indot



161st ST. - MONON TRAIL PEDESTRIAN UNDERPASS - WATER MAIN RELOCATION

Pressure District: WESTFIELD SW

Distribution Map: 2237

Tax Code: IN49800

Meter Map: *

Project Manager: SCOTT RITTER

Drawn By: TR

Scale: NONE

Project No.: 48PC05443

Date: 06/07/2021

SHEET NUMBER

8

8 of 8

Page 100 of 274



Exhibit "B"

161st Street Monon Trail Underpass
Water Reimbursable Preliminary Cost Estimate

Summary	Preliminary Estimated Cost
CEG Labor	\$ -
Design	\$ 53,000
Operations	\$ 4,000
Construction Manager	\$ 30,000
Inspection	\$ 60,000
Closeout	\$ 8,000
Material	\$ 232,000
Easement	\$ -
Permits	\$ -
Contractor	\$ 768,000
Traffic Control	\$ 14,000
Resurfacing	\$ -
Tree Clearing	\$ -
Betterment	\$ -
Salvage	\$ -
Preliminary Estimated Cost	\$ 1,169,000

 This estimate INCLUDES

Water main relocation for existing 20-inch ductile iron water main
along 161st Street at the Monon Trail

 This estimate EXCLUDES

- 1 Tree clearing
- 2 Pavement resurfacing
- 3 Build America / Buy America material
- 4 All Permits
- 5 Additional easements if required

CITY OF WESTFIELD, INDIANA

Request for Proposals

RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL

Issued: Wednesday, April 23, 2025

Deadline for Proposals: 10:00 a.m.; Monday, June 2, 2025

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

SUMMARY OF THE REQUEST FOR PROPOSALS.....	1
I. Executive Summary/Introduction.....	1
II. Procurement Process.....	2
III. Proposal Contents.....	2
IV. Proposal Evaluations.....	4
V. Assumption of Liability.....	4
NOTICE OF INTENT TO ISSUE REQUEST FOR PROPOSALS.....	6
NOTICE OF REQUEST FOR PROPOSALS.....	7
INSTRUCTIONS TO OFFERORS.....	9
REQUEST FOR CLARIFICATION.....	15
BID FORM.....	16
BID BOND.....	17
SIGNATURE AFFIDAVIT.....	19
AFFIDAVIT OF NON-COLLUSION.....	21
AFFIDAVIT OF NON-DISCRIMINATION.....	22
NOTICE OF AWARD.....	23
CONTRACT BETWEEN CITY OF WESTFIELD, INDIANA AND CONTRACTOR - RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT.....	25
PERFORMANCE BOND.....	47
PAYMENT BOND.....	51
NOTICE TO PROCEED.....	53
SPECIFICATIONS.....	54
A. SCOPE OF SERVICES.....	54
B. AREA TO BE SERVICED.....	54
C. DEFINITIONS.....	54
D. DESCRIPTION OF SERVICES.....	56
E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS.....	60
F. CONTRACTOR'S EQUIPMENT.....	63

G.	CONTRACTOR’S EMPLOYEES.....	64
H.	CONTRACTOR’S DISPOSAL SITE.....	64
I.	CONTRACTOR SUPPORT OF CITY’S PUBLIC EDUCATION PROGRAM.....	65
J.	CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS.....	65
K.	CONTRACTOR COMPLAINT PROCEDURE.....	66
L.	CONTRACTOR PROVISION OF CONTAINERS.....	67
M.	CONTRACTOR’S COLLECTION AND REPORTING DATA.....	68
N.	CITY RESPONSIBILITIES AND REQUIREMENTS.....	68
O.	RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS.....	69
P.	NON-DISCRIMINATION.....	69
Q.	CONTRACTOR BID, PERFORMANCE AND PAYMENT BOND REQUIRED.....	70
R.	REVISED FORM 96.....	70
	EXHIBIT 1 - CITY OF WESTFIELD MUNICIPAL BOUNDARIES.....	71
	EXHIBIT 2 - CITY FACILITY NEEDS.....	72

SUMMARY OF THE REQUEST FOR PROPOSALS

I. Executive Summary/Introduction

The City of Westfield, Indiana, by and through its Board of Public Works and Safety, (the “City”) is pleased to present this Request for Proposals (“RFP”) to prospective entities (the “Offeror(s)”) interested in submitting proposals and statements of qualifications (“Proposal(s)”) to exclusively provide for residential solid waste, yard waste, and recycling collection and disposal within the City (the “Services”).

Sealed Proposals in response to the City’s RFP may be received by the City at the Westfield City Services Building Attn: John Rogers, 2728 East 171st Street, Westfield, IN 46074, until Monday, June 2nd, 2025, at 10 a.m., local time. The Proposal should be clearly marked “PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal” on the outside of the envelope, and as otherwise set forth in the RFP Documents.

General Services Description

In general, the Services outlined in this RFP consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City, and disposal. The Services may also include weekly Yard Waste collection, and Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Westfield, Indiana and Contractor, and the City of Westfield Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications (the “Specifications”). Once the City selects the Contractor, the City anticipates that the City will adopt rates and charges for the Services and collect monthly fees from the Residential Units as otherwise set forth in the awarded Contract and Specifications; however, the City is willing to consider an alternative proposal (Bid Package #2) for direct billing and collection by the Contractor if the City determines it to be in its best interest.

Overview of Proposal/Bid Requirements

Pursuant to Ind. Code § 36-9-30-5.3, the City is using an RFP process in which Offerors will submit bids based on the Specifications and Contract as set forth in the RFP Documents (the “Bid(s)”), along with additional information concerning the Offeror’s qualifications and plan for the Services. Each Proposal will constitute an offer from the Offeror to provide the Services to the Specifications under the terms of the Contract and in conformance with the RFP Documents.

In addition, Offerors may submit with their Proposal proposed alternatives, if any, to the Specifications and Contract, along with a statement of resulting change in price in the event the City determines to alter the Specifications and Contract as proposed. However, any such proposed revisions will have no impact on the Offeror’s Bid, which may be accepted by the City without any of the alternatives separately included in the Offeror’s Proposal.

Following receipt of the Proposals, the City shall evaluate the Proposals pursuant to the procedures and processes established in Ind. Code § 36-9-30-5.3 (including holding a public hearing whereby the public may submit comments on the Contract to be awarded) and may accept any Proposal to the original Specifications and Contract and proceed with entering into the Contract with such Offeror, or may conduct discussions with Offerors, negotiate with Offerors, and/or enter into an amended contract with revised specifications that the City determines to be most responsive to the needs of the City and its residents.

II. Procurement Process

Pursuant to Ind. Code § 36-9-30-5.3, the City is authorized to solicit proposals, to conduct discussions with Offerors, to have eligible Offerors revise their proposals, and to negotiate best and final offers with responsible Offerors who submit proposals that the City determines to be reasonably susceptible of being selected for award of the Contract for the Services. Prior to issuing the final RFP, the City will accept comments on the Proposed RFP for the City's consideration.

Questions regarding this RFP should be submitted in writing via email to jrogers@westfield.in.gov. The City may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format and available to other Offerors.

An approximate schedule of the procurement process is as follows:

Board of Public Works and Safety ("Board") Adopts Proposed RFP	February 26, 2025
City Publishes Notice of Intent to Issue RFP	March 4, 2025
Deadline to Submit Comments on Proposed RFP	April 4, 2025
Board Adopts Final RFP	April 23, 2025
City Publishes Notice of RFP	April 28, 2025
Deadline to Submit Proposals (Due by 10:00 AM)	June 2, 2025
Negotiations with Offerors (if any)	June, 2025
Board Public Hearing on Contract	June 25, 2025
Board Contract Award Via Resolution	July 23, 2025
Common Council Rate Ordinance & Public Hearing, if Required	August- December, 2025
Services to Begin	January 1, 2026

This schedule is subject to modification as may be required by applicable law, publication deadlines, and/or at the discretion of the City.

III. Proposal Contents

Each Offeror should submit its Proposal in accordance with the Instructions to Offerors included in the RFP Documents. Proposal packets should include:

- **Cover Letter**

The Proposal should be accompanied by a cover letter that designates the Offeror's preferred contact person and officer in charge (name, phone number, email address) for all correspondence through the RFP process.

- **Bid**

Each Proposal must include a completed Bid Form based on the Contract and Specifications as set forth in the final RFP documents, and must include additional materials required by the RFP Documents (e.g., Form No. 96, Bid Bond, Signature Affidavit, Affidavit of Non-Collusion and Acknowledgment of Exclusive Authority, and Non-Discrimination Affidavit).

- **Services Plan, Approach, and Proposal Alternatives**

Describe the Offeror's plan and approach to the Services, including a description of the project team, credentials of key project team members, and roles and responsibilities.

If the Offeror believes the City should consider changes to the Specifications or Contract, provide specific proposed changes and explain how the change(s), if accepted by the City, will impact the price for the Services, including the specific amount of prices to be increased or decreased based on the proposed changes.

- **Experience and City Residential Contracts**

List no more than five (5) projects led by Offeror that are most representative of Offeror's performance in the delivery of services similar to the Services requested pursuant to this RFP. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members. List all service addresses within the City in which the Offeror currently provides residential and/or commercial solid waste, yard waste, and/or recycling collection and disposal, along with the contract date and term for each customer.

- **Qualifications and References**

Include in the main narrative of the Proposal a description of the Offeror's qualifications to perform the Services in accordance with the requirements of the RFP. Provide (3) three references from past projects, including project name and contact information of the owner or owner's representative.

Provide a statement of the Offeror's financial capacity relative to the scope of the Services. State whether the Offeror or any of its team members, officers, principals, or shareholders have filed bankruptcy, voluntarily or involuntarily, or has defaulted on a loan or other financial obligation in the past ten (10) years.

List any lawsuits filed against the Offeror or its affiliates in the last 5 years, and the current status of the lawsuit or resolution. Describe any pending or contemplated litigation or conflicts of interest which are material to the Offeror's business, financial condition, or qualifications for the Services

- **Affidavit of Non-Collusion and Acknowledgement of Exclusive Authority**

Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFP process, and acknowledge the City's exclusive authority to contract with one or more Offerors for the Services within the City, by executing and returning with its Proposal the Affidavit of Non-Collusion and Acknowledgment of Exclusive Authority in the form set forth in the RFP Documents.

IV. Proposal Evaluations

After giving public notice (including the date, time, and place of the hearing) and before awarding the Contract, the City shall hold a public hearing at which the public may submit comments on the Contract to be awarded. After the public hearing and pursuant to Ind. Code § 36-9-30-5.3, the City shall award a contract to the responsible Offeror with the proposal most responsive to the needs of the City. The Contract award shall be in the form of a Resolution passed by the Board of Public Works and Safety, and will include particularized findings relative to the factors evaluated- indicating that the award meets the City's needs and is in the public interest. The City's decision to enter into the Contract with an Offeror will be made primarily on the basis of the most advantageous price to the City and its residents for the most advantageous services by a qualified Offeror, and may also include consideration of Services approach, ability to provide the Services in a timely and professional manner, cost considerations, impact on the City's other services and infrastructure, and ability to deliver the City with the best value and public benefit over the life of the Services, and the best interests of the City and its residents. The City reserves the right to reject all offers and shall make a decision it believes is the most responsive to the needs of the City.

When awarding the Contract, the City shall evaluate the Proposals as to net cost or revenues. The City may also evaluate the proposals on the basis of additional factors including:

- The technical evaluation of facility design;
- Net energy efficiency;
- Environmental protection;
- Overall system reliability; and
- The financial condition of the respondent.

Further, when awarding the Contract, the City shall also consider:

- Overall costs, including construction costs, tipping fees, and reductions in costs resulting from the sale of byproducts;
- The highly complex and innovative nature of byproduct recovery technology;
- The variety of waste collection and disposal technology available;
- The desirability of flexibility for the development of complex facilities;

- The economic and technical utility of contracts for byproduct recovery projects that include in their scope various combinations of design, construction, operations, management, or maintenance responsibilities over prolonged periods.

The City recognizes that, in some instances, it may be beneficial to the City to award a Contract on the basis of factors other than cost alone- factors such as: facility design, system reliability, energy efficiency, and compatibility with source separation, other recycling systems, and environmental protection.

The City may investigate the qualifications of any Offeror, require confirmation of information furnished, and require additional evidence of qualifications. The City also reserves certain rights, including, but not limited to, the right to: (a) Accept a Proposal and proceed to Contract; (b) Reject any or all Proposals; (c) Issue subsequent RFPs; (d) Cancel the entire RFP; (e) Remedy any errors in the RFP process; (f) Appoint additional persons or committees to review qualifications and Proposals; (g) Seek the assistance of outside technical experts in evaluation; (h) Approve or disapprove of the use of particular subcontractors; (i) Establish a shortlist of eligible Offerors for discussions or negotiations after review of Proposals; (j) Negotiate with any or all Offerors; (k) Solicit best and final offers from all, some, or none of the Offerors; (l) Enter agreements with all, some, or none of the Offerors; (m) Waive informalities and irregularities in the RFP; and (n) Enter into a Contract without additional discussions or negotiations. Any decision made by the City, including selection of a Proposal, shall be final. The Contract will be awarded in accordance with Ind. Code § 36-9-30 et. Seq. and other applicable laws.

V. Assumption of Liability

The City and its employees, advisors and consultants assume no obligations, responsibilities, and/or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Offeror.

In no event shall the City or its employees, advisors or consultants be bound by, or be liable for, any obligations with respect to the Services until such time (if at all) a written agreement, in form and substance satisfactory to the City, has been executed and authorized by the City pursuant to the RFP and applicable law. It is an express condition of tender and consideration of any proposal that the Offeror release the City and all its elected and appointed officials, representatives, attorneys, accountants, consultants, engineers and employees from all causes of action, suits, claims or demands which may arise as a result of any decision made as a result of this RFP. Any and all information made available to the Offerors is made for convenience purposes and is without representation or warranty of any kind.

NOTICE OF INTENT TO ISSUE REQUEST FOR PROPOSALS

CITY OF WESTFIELD, INDIANA

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Pursuant to Ind. Code § 36-9-30-5.3, notice is hereby given that the City of Westfield, Indiana, by and through its Board of Public Works and Safety (the "City"), intends to issue a Request for Proposals ("RFP") for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal within the City (the "Services"). In general, the proposed Services consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities.

Beginning on February 27, 2025, the proposed RFP may be viewed by the general public during business days, 8:30 a.m. to 4:30 p.m., at the following location:

Westfield City Services Building

2728 East 171st Street

Westfield, IN 46074

The RFP may also be viewed online at <https://Westfield.in.gov/RFP>. Questions regarding the RFP should be submitted in writing via email to jrogers@westfield.in.gov

The City will further receive written comments on the proposed RFP until **April 4, 2025 @ 10:00 a.m.**, local time, to the City of Westfield, Attn: Residential Solid Waste RFP Comments, Westfield City Services, 2728 East 171st Street, Westfield, IN 46074, or emailed to jrogers@westfield.in.gov. Comments may address the scope or contents of the proposed RFP. Following the completion of the comment period, the City may select proposers and adopt and issue the RFP as originally proposed or as may be modified.

NOTICE OF REQUEST FOR PROPOSALS

CITY OF WESTFIELD, INDIANA

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Notice is hereby given that Sealed Proposals for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal (the "Services") will be received by the City of Westfield, Indiana (the "City"), Westfield City Services Building Attn: John Rogers, 2728 East 171st Street Westfield, IN 46074, until **June 2, 2025 @ 10 a.m.**, local time. The City issued a Proposed Request for Proposals on February 26, 2025 and accepted comments pursuant to statute. The City has selected Offerors and adopted this final Request for Proposals ("RFP"). The City has notified each Offeror of the selection, informed the Offerors of the date and place established for submission of proposals, and delivered to each Offeror a copy of this final RFP.

Proposals should be clearly marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" on the outside of the envelope, and as otherwise set forth in the RFP Documents.

In general, the Services outlined in the RFP consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Westfield, Indiana and Contractor, and the City of Westfield Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications (the "Specifications"). Copies of the RFP Documents may be examined without charge at the Westfield City Services Building, 2728 East 171st Street, Westfield, Indiana 46074, during business hours- 8:30 a.m. to 4:30 p.m., Monday through Friday. The RFP Documents are also available online at Westfieldin.gov/RFP

The term of the Contract resulting from this RFP is expected to be three (3) years. If both Parties agree, there may be an option to extend the contract for three (3) additional one (1) year terms, with a total maximum term of six (6) years. The Parties agree that the awarded Contract may be extended for an additional period of up to three (3) years only upon written approval of both Parties. The Contract shall not provide for automatic renewal.

Proposals are required to include a Bid based on the Contract and Specifications as set forth in the RFP Documents but may also propose alternative contract terms and specifications for the Services. Any such alternative proposals should include a statement of the impact of each proposed alternative on the price. Proposals must be submitted on the forms in the RFP Documents, must contain the names of every person or company interested therein, and shall be accompanied by:

(1) Indiana State Board of Accounts Revised Form No. 96 as required in the Instruction to Proposers, including a financial statement, a statement of experience, a proposed plan or plans for performing the Services and the equipment the Proposer has available for the performance of the Services;

(2) Bid Bond or certified check in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety or on a solvent bank. The Bid Bond or certified check shall be evidence of good faith that the successful Offeror, if the original Bid is accepted, will execute the Contract as included in the RFP Documents. The Bid Bond or certified check shall be made payable to the City.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no Offeror shall withdraw its Bid within one hundred eight (180) days after the actual opening of the Bids.

All Bid Bonds and certified checks of unsuccessful Offerors will be returned upon selection of the successful Offeror and execution of the Contract, and provision of the required Performance and Payment Bonds.

A Performance Bond with good and sufficient surety, acceptable to the City, on the form enclosed, shall be required of the successful Offeror in an amount equal to at least one hundred percent (100%) of the Contract Sum for one (1) year, conditioned upon the faithful performance of the Contract.

The Contractor shall execute a Payment Bond to the City, approved by the City, on the form enclosed, and for the benefit of the City, in an amount equal to one hundred percent (100%) of the Contract Sum for one (1) year. The Payment Bond is binding on the Contractor, its subcontractors and material suppliers, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the City's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.

At the City's discretion, to further assist in its evaluation, one or more responding Offerors may be requested to participate in discussions or negotiations. The City may accept any Proposal as submitted, or alternatively may negotiate with Offerors on the scope of services, specifications, contract terms, or any other aspect of the RFP. The City reserves the right to reject and/or cancel any and all Bids or Proposals, and/or to waive any informalities, solicitations and/or offers in whole or in part as specified in the RFP when it is not in the best interests of the City as determined by the purchasing agency in accordance with Ind. Code § 5-22-18-2.

INSTRUCTIONS TO OFFERORS

1. Defined Terms. Terms used in these Instructions to Offerors, which are defined in the Specifications and shall have the meanings assigned to them in the Specifications. Certain additional terms used in these Instructions to Offerors have the meanings indicated below, which are applicable to both the singular and plural thereof.

1.1 Offeror - One who submits a Proposal directly to the City.

1.2 Successful Offeror - The Offeror to whom the City (on the basis of the City's evaluation as hereinafter provided) makes a Contract award.

1.3 Services- The exclusive right to conduct weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Westfield, Indiana and Contractor, and the City of Westfield Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications.

1.4 Contract- The contract for the Services awarded to the Successful Offeror in accordance with the RFP and Ind. Code § 36-9-30-5.3.

2. Copies of RFP Documents

2.1 Complete sets of the RFP Documents may be obtained as stated in the Notice of Request for Proposals.

2.2 Complete sets of RFP Documents shall be used in preparing Proposals; the City assumes no responsibility for errors from the use of incomplete RFP Documents.

2.3 The City, in making copies of RFP Documents available on the above terms, does so only for the purpose of obtaining Proposals and does not confer a license or grant for any other use.

3. Qualifications of Offerors. To demonstrate qualifications to perform the Services, each Proposal must include written evidence, including but not limited to financial data, previous experience, present commitments, equipment manufacturers to be used, a list of key personnel proposed for the Services along with their experience. The evaluation of the Offeror's qualifications will be based on all of the written evidence presented. Each Proposal must contain evidence of Offeror's qualification to do business in the State of Indiana or covenant to obtain such qualification prior to award of the Contract.

4. Examination of RFP Documents.

4.1 It is the responsibility of each Offeror before submitting a Proposal to:

4.1.1 Thoroughly examine the RFP Documents;

4.1.2 Visit the site to become familiar with and satisfy Offeror as to the general service and local conditions that may affect cost, progress, performance or furnishing of the Services;

4.1.3 Consider federal, state and local law and regulations that may affect cost, progress, performance or furnishing of the Services;

4.1.4 Study and carefully correlate Offeror's knowledge and observations with the RFP Documents; and

4.1.5 Promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which Offeror discovers in the RFP Documents.

4.2 Before submitting a Proposal, each Offeror will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions which may affect cost, progress, performance or furnishing of the Services or which relate to any aspect of the means, methods, techniques, sequences or procedures to be employed by Offeror and safety precautions and programs incident thereto or which Offeror deems necessary to determine its Proposal for performing the Services in accordance with the time, price and other terms and conditions of the RFP Documents. Offerors shall assume the full risk of their own judgments as to the nature, quality, and amount of work to be done, and for the price proposed must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the Services in compliance with this RFP and the final Contract awarded.

4.3 Reference is made to the Specifications for the identification of the general nature of Services that are to be performed for which a Proposal is to be submitted.

4.4 The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement, that without exception the Proposal is premised upon performing the Services required by the RFP Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown or indicated or expressly required by the RFP Documents, that Offeror has given the City written notice of all conflicts, errors, ambiguities and discrepancies that Offeror has discovered in the RFP Documents and the written resolutions thereof by the City is acceptable to Offeror, and that the RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Services

5. Availability for Services. The lands upon which the Services are to be performed, rights- of-way and easements for access thereto and other lands designated for use by Contractor in performing the Services are identified in the RFP Documents. All additional lands and access required for facilities, equipment, or storage of materials and equipment to be incorporated in the Services are to be provided by and at Contractor's cost.

6. Interpretations and Addenda

6.1 All questions about the meaning or intent of the RFP Documents are to be directed to the City via email to John Rogers at jrogers@westfield.in.gov. Interpretations or clarifications

considered necessary by the City in response to such questions will be issued by written Addenda, emailed, mailed, or delivered to all parties recorded by the City as having received the RFP. Questions received less than seven (7) days prior to the date for receiving of Proposals may not be answered. Only questions answered by formal written Addenda will be binding on the City. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify the RFP Documents as deemed advisable by the City.

7. Bid Security

7.1 Each Proposal must be accompanied by Bid security made payable to the City in an amount stated in the Notice of Request for Proposals and in the form of a certified check or a Bid Bond (on the form attached) issued by a Surety meeting the requirements of the RFP Documents.

7.2 The Bid security of the successful Offeror will be retained until such Offeror has executed the Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Offeror fails to execute and deliver the Contract and furnish the required contract security within seven (7) days of the time specified in the Notice of Award, the City may annul the Notice of Award and the Bid security of that Offeror will be forfeited. The Bid security of other Offerors whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of seven (7) days after the execution of the Contract or the time specified in the Notice of Request for Proposals, whereupon Bid security furnished by such Offerors will be returned. Bid security with Proposals which are not competitive will be returned within seven (7) days after the Proposal opening.

8. Bid Form.

8.1 The Bid Form is included with the RFP Documents.

8.2 All blanks on the Bid Form must be completed by printing in ink, typing and printing, or by typewriter. The Bid price of each item on the form must be stated in numerals.

8.3 Bids must be attached to State Form 96.

8.4 Bids by partnerships must be executed in the partnership name and signed by the general partner, whose title must appear under the signature, and official address of the partnership must be shown below the signature.

8.5 All names must be typed or printed in blue ink below the signature.

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8.7 The address and telephone number for communications regarding the Bid must be shown.

8.8 Evidence of authority to conduct business as an out-of-state corporation in the State of Indiana shall be provided, if necessary.

8.9 In all unit price items, the Offeror shall fill in the unit price for each item and in addition thereto make an extension based on the estimated quantities.

8.10 "Residential Unit Monthly" prices in the Bid Form for the Base Bid and each Base Bid Alternate must include a \$2 City administrative fee per Residential Unit; however, the gross bid amount for the Base Bid Calculation and Base Bid Alternate Calculations should not include the \$2 fee per Residential Unit. By way of example, if the Offeror's Base Bid Price in the first year is \$10 per month per Residential Unit, the Base Bid Calculation in the Bid Form for the 1st year Price would be \$4,152,000 (\$10 x 12 x 26,600), and the Residential Unit Monthly for the 1st year Price would be \$12 (\$10 Offeror's fee per Residential Unit plus \$2 City administrative fee Per Residential Unit).

9. Submission of Proposals. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be enclosed in an opaque sealed envelope, marked with the required title marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" and name and address of Offeror and accompanied by the Bid Security and other required documents. If the Proposal is sent through the mail or other delivery system, the sealed opaque envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED." Pursuant to Ind. Code § 36-9-30-5.3, the information submitted by an Offeror must be sufficiently detailed to permit the City to evaluate the proposal fairly and equitably.

10. Forfeiture/Termination of Existing Contracts within City. In submitting a Proposal, each Offeror accepts the City's authority to contract with a Successful Offeror for the exclusive provision of residential solid waste, yard waste, and recycling collection and disposal services within the City, and the Offeror agrees and acknowledges that any of Offeror's existing contracts for residential solid waste, yard waste, and/or recycling collection and disposal service within the City are forfeited and may be terminated by the residential customer and/or City, irrespective of whether Offeror is selected by the City for the Services, as of January 1, 2026.

11. Bids to Remain Subject to Acceptance. All Bids shall remain subject to acceptance for the time stated in the Notice of Request for Proposals, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date. Offerors are notified that the actual scheduled date for Service performance is anticipated to be January 1, 2026. As such, the City will not actually award the Contract until approximately July 23, 2025, and Contractor agrees by submitting a Bid to hold the Bid open until October 15, 2025.

12. Award of Contract

12.1 After giving public notice (including the date, time, and place of the hearing) and before awarding the Contract, the City shall hold a public hearing at which the public may submit comments on the Contract to be awarded.

12.2 After the public hearing and pursuant to Ind. Code § 36-9-30-5.3, the City shall award a Contract to the responsible Offeror with the Proposal most responsive to the needs of the City. The Contract award shall be in the form of a Resolution passed by the Board of Public Works and Safety, and will

include particularized findings relative to the factors evaluated- indicating that the award meets the City's needs and is in the public interest.

12.3 The City reserves the right to reject any and all Proposals, including without limitation the right to reject any and all nonconforming, non-responsive, or conditional Bid or Proposal and to reject the Bid or Proposal of any Offeror if the City believes that it would not be in the best interest to make an award to that Offeror, whether because the Bid or Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City reserves the right to waive any and all informalities and to negotiate contract terms with the successful Offeror. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

12.4 When awarding the Contract, the City shall evaluate the Proposals as to net cost or revenues. The City may also evaluate the proposals on the basis of additional factors including:

- The technical evaluation of facility design;
- Net energy efficiency;
- Environmental protection;
- Overall system reliability; and
- The financial condition of the respondent.

Further, when awarding the Contract, the City shall also consider:

- Overall costs, including construction costs, tipping fees, and reductions in costs resulting from the sale of byproducts;
- The highly complex and innovative nature of byproduct recovery technology;
- The variety of waste collection and disposal technology available;
- The desirability of flexibility for the development of complex facilities;
- The economic and technical utility of contracts for byproduct recovery projects that include in their scope various combinations of design, construction, operations, management, or maintenance responsibilities over prolonged periods.

12.5 The City recognizes that, in some instances, it may be beneficial to the City to award a Contract on the basis of factors other than cost alone- factors such as: facility design, system reliability, energy efficiency, and compatibility with source separation, other recycling systems, and environmental protection.

12.6 In evaluating Proposals, the City will also consider the qualifications of the Offeror, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

12.7 The City may consider the qualifications and experience of suppliers, and other persons and organizations proposed for those portions of the Services as to which the identity of other persons and organizations must be submitted as provided in the RFP Documents. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of

materials and equipment proposed for incorporation in the Services when such data is required to be submitted prior to Notice of Award.

12.8 The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Services in accordance with the RFP Documents to the City's satisfaction within the prescribed time.

12.9 If the Contract is to be awarded, it will be awarded to the Offeror whose evaluation by the City indicates to the City that the award will be most responsive to the needs of the City. Each Offeror agrees to waive any claim it has or may have against the City, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal.

12.10 The Contract will be awarded in accordance with Ind. Code § 36-9-30 et seq. and other applicable laws. Offerors agree to comply with all federal laws, state laws, City ordinances, and any other applicable laws or regulations pertaining to the provision of the Services.

12.11 Any action to contest the validity of the Contract awarded or the procedure by which the contract was awarded must be initiated within thirty (30) days after the Contract is awarded. An action to contest the Contract, regardless of the cause, may not be initiated more than thirty (30) days after the Contract is awarded.

12.12 Under Ind. Code § 22-5-1.7-11, the awarded Contract will contain (1) a provision requiring the Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program, and (2) a provision that provides that the Contractor is not 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. The Contractor must sign an affidavit, and submit it with its proposal, affirming that the Contractor does not knowingly employ an unauthorized alien.

12.13 Under Ind. Code § 22-9-1-10, the awarded Contract will contain a provision requiring the Contractor and its subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

12.14 Under Ind. Code § 5-22-16.5, a person placed on the list of persons engaged in investment activities in Iran shall be considered non-responsible for purposes of submitting a Proposal in response to this RFP.

13. Notice of Award and Award Procedure. Prior to execution of the Contract, the City will issue to the successful Offeror a Notice of Award stating that its Proposal and Bid was the responsible and responsive Proposal, most responsive to the needs of the City, and that the enclosed Contract is submitted for execution. If the successful Offeror finds it in accordance with the RFP Documents, it is to be returned to the City by certified mail or in person after receipt for further execution and with the caution that a Contract will not exist until it is signed by all signatories required. Failure to execute the

proper Contract and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

14. Contract Security. The Specifications, Contract and the enclosed Performance and Payment Bond forms set forth the City's requirements as to performance and payment bonds. When the successful Offeror delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds on the attached forms.

15. Signing of Contract. Contractor shall sign and deliver at least three (3) counterparts of the Contract and attached documents to the City with the required Bonds. The City shall deliver one

(1) fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Specifications with appropriate identification.

16. Indiana Revised Form 96. Each Offeror shall submit State of Indiana, Revised Form 96 with and as a part of their Bid.

REQUEST FOR CLARIFICATION

RFC # _____

(To be completed by City)

Date: _____

Services: _____

City: _____

Contractor: _____

Phone #: _____

Email Address: _____

Ref. Spec. Sect. _____

Clarification Request:

[illegible]

Response needed by: _____

Note: Any responses will be made in writing and made available to all Offerors.

BID FORM

[SEE NEXT PAGE FOR FORM]

BID BOND

BIDDER / PRINCIPAL (Name and Address):

SURETY (Name and Address of Principal Place of Business):

CITY City of Westfield, Indiana

CONTRACT: Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract:

BID

Bid Due Date:

BOND

Bond Number:

Date: (Not earlier than Bid due date):

Penal Sum (10% of Bid): _____ \$ _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

“Bidder”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter- signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay City upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be City's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto City in the full and just sum equal to ten percent (10%) of the price stated in the Bid, including accepted alternates, if any, to be paid upon demand of the City, plus interest at the maximum legal rate from date of demand and any attorneys' fees and court costs incurred by City to enforce this Bid Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required (or any extension thereof agreed to in writing by City) the executed Contract, Performance and Payment Bonds required.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's Bid and Bidder delivers within the time required (or any extension thereof agreed to in writing by City) the executed Contract, Performance and Payment Bonds and other documentation required to be delivered prior to commencement of Services, or
 - 3.2 All Bids are rejected by City.
4. Payment under this Bond will be due and payable upon default of Bidder and within ten (10) calendar days after receipt by Bidder and Surety of written notice of default from City, which notice will be given with reasonable promptness, identifying this Bond and the Bid and/or Contract and including a statement of the amount due.
5. No suit or action shall be commenced under this Bond prior to ten (10) calendar days after the notice of default required in Paragraph 4 above is provided to Bidder and Surety.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

[END OF DOCUMENT]

SIGNATURE AFFIDAVIT

STATE OF INDIANA

SS:

COUNTY OF _____

Before me, the undersigned notary public, appeared _____ and being duly sworn, on his/her oath says that he/she is the _____ of _____ responding to the City of Westfield, Indiana, Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Request for Proposals, and affirmed that:

1. This Proposal and Bid are submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Contract, Specification and Addendums thereto), if the Proposal and Bid are accepted;
2. The statements contained in the Affidavit of Non-Collusion and Acknowledgment of Exclusive Authority are true;
3. The statements contained in the Non-Discrimination Affidavit are true;
4. The information contained in Part II of the Bid experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96A, when required, is true, correct, and current.

By: _____

(Signature)

(Title)

(Printed or typed name of Company)

(Must be signed by principal of organization)

STATE OF

COUNTY OF

SS:

_____ personally, appeared before me, a Notary Public, in and for said County and State, this _____ day of _____, 2025, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

My County of Residence:

Notary Public – Signature Notary

Public – Printed Name

(S E A L)

AFFIDAVIT OF NON-COLLUSION & ACKNOWLEDGMENT OF EXCLUSIVE AUTHORITY

The Offeror, by its officers and its agents or representatives present at the time of filing the Proposal and Bid, first duly sworn, on their oath say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Offeror, or with any agent or representative of the City of Westfield whereby such affiant or affiants or either of them, has paid or is to pay to such other Offeror anything of value whatever or such affiant or affiants or either of them have not, directly or indirectly, entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached proposal or bid(s); but no inducement of any form or character other than that which appears upon the face of the Proposal and Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the Proposal or Bid or awarding of the Contract, nor has this Offeror any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Proposal and Bid.

The Offeror further affirms, under penalties for perjury, that the Offeror has not (nor has any other member, representative, or agent of the firm, company, partnership, or corporation represented by the Offeror) entered into any combination, collusion, or agreement with any person relative to the price to be offered by anyone, to prevent a person from making an offer, or to induce a person to refrain from making an offer. The Offeror affirms that this offer is made without reference to any other offer and without agreement, understanding, or combination with any other person in reference to such offer. The Offeror further states that no person or persons, firms, or corporation has, have, or will receive (directly or indirectly) any rebate, fee, gift, commission or thing of value on account of such offer.

The Offeror, by its officers and its agents or representatives present at the time of filing the Proposal and Bid, further say that they acknowledge, agree, and accept the City of Westfield's authority to contract with one or more contractors for the exclusive provision of residential solid waste, yard waste, and recycling collection and disposal services within the City of Westfield. Offeror further agrees and acknowledges that any of Offeror's existing contracts for residential solid waste, yard waste, and/or recycling collection and disposal service within the City are forfeited and may be terminated by the residential customer and/or City, irrespective of whether Offeror is selected by the City for the services, as of January 1, 2026.

(Name of Contractor)

Subscribed and sworn to this _____ day of _____, 20__.

Printed:

(S E A L)

My Commission Expires: _____, 202_. Resident of _____ County.

[Note: The form must be signed by the same person(s) who sign(s) the Bid.]

AFFIDAVIT OF NON-DISCRIMINATION

Pursuant to Ind. Code § 5-16-6, this "Affidavit of Non-Discrimination" is hereby incorporated in and made a part of the Contract dated _____ between the City of Westfield, Indiana, and the undersigned (herein called the "Contractor").

During the performance of this Contract, the Contractor agrees as follows:

1. That in the hiring of employees for the performance of Services under the Contract or any subcontract hereunder, neither the contractor nor subcontractor, nor any person acting on behalf of the contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work/services to which the employment relates;
2. That neither the contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of Services under the Contract on account of race, religion, color, sex, national origin or ancestry;
3. That there may be deducted from the amount payable to the Contractor by the City, under the Contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
4. That the Contract may be canceled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.

(Name of Contractor)

By: _____

Title: _____

[Must be signed by principal of organization or person executing Signature Affidavit]. Subscribed and sworn to this _____ day of _____, 2025.

(S E A L)

Printed: _____

My Commission Expires: _____

Resident of _____ County.

NOTICE OF AWARD

Services: City of Westfield, Indiana, Residential Solid Waste, Yard Waste, Recycling Collection and Disposal.

The City has considered the Proposal submitted by “_____” for the above described Services in response to the City’s Request for Proposals and Instructions to Offerors. The City has accepted the following Items of the Proposal/Bid:

Additional Items, including, but not limited to:

You are notified that your Bid has been accepted for the items referenced above as provided in Westfield’s Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Bid Form.

You are required by the Request for Proposals and Instructions to Offerors to execute “___” (“___”) copies of the attached Contract Between City of Westfield, Indiana, and Contractor (the “Contract”) and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within “___” (“___”) calendar days from the date of this Notice of Award.

If you fail to execute the Contract and to furnish the required Performance Bond, Payment Bond and Certificates of Insurance within “___” (“___”) days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the City’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond or certified check. The City will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 2025.

CITY OF WESTFIELD, INDIANA

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____ this _____ day of _____, 2025.

**CONTRACT BETWEEN CITY OF WESTFIELD, INDIANA AND
“CONTRACTOR”**

RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT

RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT

This Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract ("Contract"), is made and entered into on this _____ day of _____, 2025, by and between the City of Westfield ("City") and _____ ("Contractor"), a corporation duly organized under the laws of the State of _____, and being duly licensed to do business in the State of Indiana for Residential Solid Waste and Recycling Collection and Disposal. The City and Contractor agree as set forth below:

1. **The Services.** The intent of the Contract is to provide comprehensive Solid Waste, Yard Waste collection and disposal services consisting of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly curbside commingled Recycling from all eligible Residential Units within the limits of the City. Alternatively, the services may also include Solid Waste and Recycling collection and disposal for designated City Facilities. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the services generally described herein, in accordance with the Contract Documents (as hereinafter defined) or reasonably inferable as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Services").

A **Term.** The term of this Contract is three (3) years, commencing January 1, 2026 and terminating on December 31, 2028. In addition to the three-year initial term, this Contract may be renewed for up to three (3) successive one (1) year periods upon the written approval of the Parties upon the same terms and conditions of this Contract. Contractor agrees to contact the City at least one hundred and eighty (180) days before expiration of a term, to discuss renewal pursuant to the terms of this Contract.

B **Supervision and Procedures.** Contractor shall supervise and direct the Services using Contractor's best skill. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for the Services. Contractor shall be an independent contractor and operate as a separate entity from the City. No liability or benefits such as workers' compensation, pension rights or other rights or liabilities arising out of a or related to a contract for hire, or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract. Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, agents, subcontractors, material suppliers, laborers, equipment lessors, and all other persons performing portions of the Services.

C **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

D **Taxes.** Contractor shall pay all sales, consumer, use and similar taxes for the Services provided by Contractor.

E Permits, Licenses, Fees and Notices. Contractor shall secure and pay for all required and necessary permits, licenses, governmental fees and inspections necessary for the proper execution of the Services. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Services. If Contractor performs the Services contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility and shall bear the attributable costs.

F Maps or Graphic Depictions. The City shall furnish maps or graphic depictions describing the geographical boundaries for the provision of the Services. Such materials are for informational purposes only and City shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Services in accordance with the Contract Documents.

G Subcontractors. The Contractor shall not assign any right or interest under the Contract, including the right to payment. Any attempt by the Contractor to assign any portion of the Contract shall not relieve the Contractor from any responsibility to fulfill its obligations in accordance with the provisions of the Contract Documents and shall be considered a breach of this Contract.

H Labor Relations. Contractor shall assure harmonious labor relations to prevent any delays, disruptions, or interference in the Services. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor, Contractor's suppliers, or other such persons or entities. Contractor agrees that it will bind and require its suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract.

I Representations. Contractor represents and warrants the following as a material inducement to the City to execute this Contract, which representations and warranties shall survive the execution or termination of this Contract, and the final completion of the Services:

1. Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Services and perform its obligations hereunder and has sufficient experience and competence to do so;
2. Contractor has reviewed the maps or graphic depictions and is familiar with the local conditions under which the Services are to be performed and has correlated its observations with the requirements of the Contract Documents;
3. Contractor possesses the required level of experience and expertise in the business administration and performance of services of the size, complexity and nature of the Services to be performed hereunder, and will perform the Services with the care, skill, and diligence of such a Contractor; and

4. Contractor represents and warrants that it has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person to solicit or secure this Contract;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Contract, excepting such consideration and subject to the terms and conditions of the Contract.

For a breach or violation of this representation, the City shall have the right to cancel this Contract without liability and to recover any and all monies or other consideration paid hereunder.

J The City's Right to Stop the Services. If Contractor fails to correct or persistently fails to carry out Services in accordance with the Contract Documents, the City may order Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Services shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity. Contractor shall have no right of action or claim against the City for or on account of orders for Services stoppage if given in good faith and upon reasonable belief that sufficient grounds exist.

K The City's Right to Carry Out the Services. If Contractor defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or negligence with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the City.

L Warranty. Contractor warrants to the City that the materials and equipment furnished under the Contract Documents shall be of good quality, in working order, and new unless otherwise permitted by the Contract Documents, and that the Services will conform with the requirements of the Contract Documents. Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

M Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and its officers, directors, employees, agents and consultants and Residential Unit Owners from and against all claims, costs, losses and damages (including but not limited to all attorneys' fees and costs) caused by, arising out of or resulting from the performance of the Services, provided that any such claim, costs, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any breach of this Contract or willful or negligent act or omission of Contractor, material

supplier, person or organization directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by law regardless of the negligence of any such person or entity.

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Contract.

2. **Contract Documents.** The Contract Documents consist of this Contract, the Specifications identified in Exhibit A, Contractor's Bid identified in Exhibit B, and written modifications issued after execution of this Contract. The Contract Documents may not be changed, modified, added to, or deleted unless in a writing signed by Contractor and the City. The Contract Documents form the Contract for Services and represent the entire and integrated Contract between the parties hereto and supersede any and all prior negotiations, representations or Contracts, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the City and any persons or entities other than the Contractor.

The Specifications are the written requirements for materials, equipment, systems and standards for the Services, and performance of related Services including the directions, provisions and requirements pertaining to performance of the Services. Contractor shall promptly call to the attention of the City any discrepancy or conflict in the Specifications that affects the Services. In the event of an inconsistency or conflict within the Specifications, not clarified by addendum, the better quality or greater quantity of Services shall be provided. Likewise, the Services to be undertaken by Contractor shall include all incidental services necessary for the completion of the Services even though it may not be specifically described in the Specifications.

Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by the City and has reported to the City all errors, inconsistencies, or omissions. Contractor shall have no rights against the City for errors, inconsistencies, or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Contract. Contractor warrants and represents to the City that the Specifications for the Services are suitable for the Services and guarantees the sufficiency of the Specifications for the intended purpose and agrees that it will perform the Services and complete the same to the satisfaction of the City.

3. **Contract Sum and Payment.** The City agrees to pay Contractor monthly for the provision of the Services to each Residential Unit and City Facilities for the preceding month as prescribed in Contractor's Bid Form, a portion of which is attached hereto as Exhibit B (the "Contract Sum"). Contractor agrees that its payment from the City is contingent upon the actual amounts received by the City from each Residential Unit; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for the Services and enforce its collection rights against the Residents; actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor. The Contract Sum, including

authorized adjustments, is the total amount payable by the City to Contractor for performance of the Services under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum. The Contract Sum may be changed only by Change Order signed by Contractor and the City.

A Alternates / Unit Prices. Contractor has included in the Contract Sum the alternates and unit prices described in Exhibit B hereto. Items covered by alternates and unit prices shall be supplied for such amounts and by such persons or entities as the City may direct. Unless otherwise provided in the Contract Documents: (1) materials and equipment under an alternate and unit price shall be selected promptly by the City to avoid delay in the Services; (2) alternates and unit prices shall cover the cost to Contractor of the Services provided and all required taxes; (3) Contractor's costs for labor, overhead, profit and other expenses contemplated for stated alternate and unit price amounts are included in the Contract Sum; and (4) whenever alternate and unit price Services are more than or less than alternates and unit prices, the Contract Sum shall be adjusted accordingly by Change Order signed by Contractor and the City. The amount of the Change Order shall reflect the difference between actual costs and the alternate and unit price sum specified.

B Applications for Payment. All payments provided herein are subject to the availability of funds as provided by the City and the laws of the State of Indiana. The City shall make payments within forty-five (45) days of actual receipt of Contractor's Application for Payment for the Services. By the fifth (5th) day of the month, the Contractor shall submit a detailed Application for Payment to the City for all Services rendered based on the number of Residential Units and City Facilities receiving Services the proceeding calendar month and as required by the Contract Documents. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as the City may require. If requested by the City prior to making said payment, Contractor shall submit to the City an Affidavit and Waiver of Lien, in the form and content attached, stipulating that all costs for labor and materials incurred in the previous month have been paid to laborers and suppliers. The City shall remit payment within forty-five (45) days following actual receipt of Contractor's Application for Payment. Subject to Section 3 herein, all payments shall be based on the total number of Residential Units and City Facilities and the Residential Unit and City Facilities cost as detailed in the Bid Form (Exhibit B) submitted by the Contractor and made a part of this Contract.

C Payment of Suppliers. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with the Services and hold the City harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees.

D Withholding of Payment. If any claim or lien is made or filed with or against the City, or Contract proceeds by any person claiming that Contractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Services, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any other person for whom Contractor is liable causes damages, or if Contractor fails to perform or is otherwise in default under any of the terms of the Contract Documents, the City shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate the City for and indemnify it against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith.

If the City withholds any payment from Contractor, the City may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any direct liability on the part of the City to any supplier, equipment lessor or laborer, or any direct contractual relationship.

E Final Payment. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Services have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

F Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise.

4. **Date of Commencement and Completion.** Subject to potential renewal as provided for in Paragraph 1(A) herein, Contractor shall commence the Services promptly on January 1, 2026 and Contractor shall provide the Services until December 31, 2028 subject to adjustments authorized by the City ("Contract Term"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Contract. Contractor shall not knowingly, except by Contract or instruction of the City in writing,

prematurely commence operations prior to the effective date of insurance required by paragraph 4 to be furnished by Contractor.

A Commencement. It is not incumbent upon the City to notify Contractor when to begin (other than the Notice to Proceed), cease or resume the Services, to give early notice of the rejection of faulty Services, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates.

B Overtime. If the progress of the Services are delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees, then Contractor shall, in addition to all of the other obligations imposed by this Contract upon Contractor in such cases, and at its own cost and expense, provide such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Services. If, after written notice is given, Contractor refuses to provide overtime required to make up lost time or to avoid delay in the completion of the Services, the City may hire others to perform the Services and deduct the cost from the Contract Sum.

C Delay. Should the progress of the Services be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees so as to cause any additional cost, expense, liability or damage to the City, or any damages or additional costs or expenses for which the City may or shall become liable, Contractor shall and does hereby agree to compensate the City for and indemnify them against all such costs, expenses, attorneys' fees, damages and liability.

D Excusable Delay. If Contractor is delayed, suspended, accelerated, interfered with, or otherwise hindered (collectively referred to as "hindrance" or "hindrances") at any time in the progress, performance or completion of the Services as a result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, or as the result of acts of God, the public enemy, acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or on account of any acts or omissions of the City or others engaged by it (except as herein provided), or by their employees, agents or representatives, or by changes ordered in the Services by the City which are not required to correct problems or discrepancies in Contractor's Services, or by any other causes which Contractor could not reasonably control or circumvent, and which are not due to any fault, neglect, act or omission of Contractor, and the risks of which are not otherwise assumed by Contractor pursuant to the provisions of the Contract Documents, then the Contract Term shall, upon timely written request of Contractor, be extended by a period equivalent to the time lost by Change Order approved and signed by the City.

All claims for an extension of the Contract Term shall be based on written notice delivered to the City within twenty-four (24) hours of the commencement of the event or occurrence giving rise to the claim. Such notice must set forth (a) the cause of the Hindrance, (b) a description of the portion or portions of the Services affected, and (c) all details pertinent thereto, including supporting data and the specific number of days requested. It is a condition precedent to the

consideration or validity of all claims for an extension of the Contract Term that such claims be made in writing and delivered in strict accordance with all applicable time limits; otherwise, such claims shall be waived, invalid and unenforceable.

E **No Damages for Delay.** Contractor agrees that, whether or not any Hindrances shall be the basis for an extension of the Contract Term, it shall have no claim for an increase in the Contract Sum, nor a claim for a payment or allowance of any kind for damage, loss or expense resulting from Hindrances, except for acts constituting intentional, arbitrary, and capricious interference, disruption, or delay by the City with Contractor's performance of its Services when such acts continue forty-eight (48) hours after Contractor's written notice to the City of such interference, disruption, or delay. The City's exercise of its rights under the Contract Documents, including but not limited to, its rights regarding changes in the Services, regardless of the extent or number of such changes or carrying out Contractor's Services by the City, directing overtime or changes in the sequence of the Services, withholding payment or otherwise exercising its rights under the provisions of this Contract shall not be construed as intentional or unjustified interference with Contractor's performance of the Services.

5. **Changes in the Services.** Changes in the Services may be accomplished after execution of this Contract only by Change Order. Changes in the Services shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly. A Change Order is a written instrument signed by the City and Contractor and stating agreement upon all of the following: (1) a change in the Services; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Term, if any.

6. **Safety.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees performing the Services and other persons who may be affected thereby; (2) the Services and materials and equipment to be incorporated therein, whether in storage, or under the care, custody or control of Contractor; and (3) other property, such as vehicles, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. Contractor shall erect and maintain, as required by existing conditions, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying the City and users.

7. **Insurance and Bonds.**

A. **Insurance.** The Contractor shall purchase from and maintain from an insurance company or insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, in a form and substance reasonably satisfactory to the City, which afford, at a minimum, the coverages set forth in below. This insurance shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Contract.

Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Services. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City. The required coverages and limits which Contractor is required to obtain are as follows:

- .1 **COMMERCIAL GENERAL LIABILITY**
 - a. Commercial General Liability (including Completed Operations)

Each occurrence	\$2,000,000.00
General Aggregate	\$5,000,000.00
 - b. Bodily Injury & Property Damage (Combined Single Limit /Per Occurrence)

	\$2,000,000.00
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 - c. Personal / Advertising Injury (Per Occurrence) \$2,000,000.00

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate service agreements.

ISO Endorsement CG2503 Per Project Endorsement or its equivalent shall be used to satisfy this requirement.

- .2 **COMMERCIAL AUTO LIABILITY (Owned, Non-Owned and Hired) Bodily Injury & Property Damage (Per Occurrence)**

	\$1,000,000.00
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- .3 **WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY**

Coverage A (Worker's Compensation) - Statutory Minimum Requirements

Coverage B (Employers Liability) - \$500,000/each accident; \$500,000 Disease – each employee; \$500,000 Disease policy limit.
- .4 **EXCESS LIABILITY (Umbrella Form)**

Each Occurrence	\$5,000,000.00
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All coverage provided above shall be endorsed to include the City, as an additional insured except for the Worker's Compensation/Employer's Liability. ISO forms CG 2010 07 04 and CG 2037 or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the City, and shall include coverage for completed operations. The policies for which the City is named as an additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the City shall be in excess of the limits provided by such policies and shall be non-contributory. All insurance requirements and limits (other than the limit for Excess Liability) contained in this Section apply to all of Contractor's subcontractors, material suppliers, vendors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits. The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of City.

B. The Contractor hereby agrees to deliver to the City, within ten (10) days of the date of the Contract and prior to bringing any equipment or personnel onto the location of the Services, certified copies of all insurance policies procured by the Contractor under or pursuant to this Section or, with consent of the City, Certificates of Insurance in form and substance satisfactory to the City evidencing the required coverages with limits not less than those specified in the Contract.

C. In no event shall any failure of the City to receive certified copies or certificates of policies required or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Services be construed as a waiver by the City of the Contractor's obligations to obtain insurance pursuant to this Section 7. The obligation to procure and maintain any insurance required by this Section 7 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

D. Waiver of Subrogation. The City and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, material suppliers, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained herein or other property insurance applicable to the Services, except such rights as they have to proceeds of such insurance held by the City as fiduciary. The City or Contractor, as appropriate, shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the City's property insurance shall be adjusted by the City as fiduciary and made payable to the City as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

E. Performance and Payment Bonds. The City shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond on the forms provided in the Bidding Document, in form and substance satisfactory to the City and, without limitation, and complying at a minimum with the following specific requirements:

.1 Except as otherwise required by Indiana statute or law, the form and substance of such bonds shall be satisfactory to the City in the City's sole judgment. Insurance and surety companies shall be deemed acceptable to the City only if such companies have a policy holders rating of "A+", "A" or "A-", in A.M. in Standard and Poor's and a financial category not less than Class VII as shown in the latest edition of Best's Key Rating Guide in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents; provided, however, that the bond is furnished by one of the aforesaid sureties that is also listed in the Department of Treasury circular 570, volume 41, no. 132, part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject circular, unless the excess, if any, is reinsured with the approval of the City;

.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

8. **Default and Remedies.**

A City Default. Subject to Section 9(J) herein, Contractor may terminate this Contract if the Services are stopped for a period of ninety (90) days through no act or fault of Contractor or any of its agents or employees or any other persons performing portions of the Services under the Contractor because the City has not made payment within the time stated in the Contract Documents. If the Services are stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of any act of government such

as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or its agents or employees or any other persons performing any of the Services under contract with Contractor, then Contractor may, upon seven (7) days' written notice to the City, terminate this Contract and recover from the City applicable payment for all conforming Services executed to date. Recovery by Contractor of lost anticipated profit and other consequential damages is hereby specifically excluded.

B Termination for City's Convenience. This Contract may be terminated by the City in whole or in part without cause and for its sole convenience upon thirty (30) days' written notice to Contractor. In the event of such termination for convenience, Contractor shall be compensated for that portion of the Contract Sum for conforming Services earned to the date of termination, but the City shall not be liable for any additional or consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recovery, and in no event shall Contractor be entitled to recover anticipated profits and/or overhead on unperformed Services.

C Contractor Default. Contractor shall be in default of this Contract if (1) Contractor fails to perform or comply with its obligations under this Contract; (2) the City reasonably believes that Contractor is not capable of satisfactorily completing the Services; (3) Contractor becomes insolvent, is unable to meet current obligations, or seeks relief under the Bankruptcy Code or other similar law or procedure; (4) a receiver is appointed for Contractor or its property; or (5) Contractor is dissolved or otherwise ceases to exist.

If Contractor is in default, the City may, at its option, proceed with one or more of the following: (1) terminate this Contract; (2) take possession of all materials and equipment; (3) accept assignment of subcontracts, in writing; (4) complete the Services by whatever reasonable method the City may deem expedient; (5) withhold payment of all or any portion of the Contract Sum until (i) the default is cured and the Services are completed, and (ii) all costs, expenses, and damages, including supervision and any other damages incurred by the City because of default, have been determined; and/or (6) exercise any other remedy available at law or in equity. All costs, expenses, attorneys' fees and damages incurred by the City due to a default by Contractor may be deducted from the Contract Sum. Upon demand, Contractor shall pay the City the amount, if any, by which the costs, expenses, attorneys' fees and damages incurred by the City exceed the unpaid balance of the Contract Sum. Contractor shall pay the City's reasonable attorneys' fees and expenses in connection with any lawsuit or other proceeding between the City and Contractor relating to the enforcement of this Contract.

9. **Miscellaneous Provisions.**

A. Existing Collection Contracts. By executing this Contract, Contractor agrees to terminate its existing contract(s) for residential collection services, if any, within the Service limits as detailed by this Contract at no cost to the City or the Residential Unit Owner being serviced. Contractor acknowledges that this Contract is sufficient consideration for Contractor's Contract to terminate these existing contracts within the Service limits. In addition, Contractor acknowledges and understands that there may be existing contracts within the Service limits held by other providers that may have to be phased out prior to Contractor assuming Service obligations for the entire Service area. As such, all Residential Units will be phased in as is reasonable without the City or Residential Unit Owner incurring any additional costs.

B. Governing Law. This Contract shall be governed by the laws of the State of Indiana.

C. Successors and Assigns. The Contractor respectively binds itself, its successors, assigns and legal representatives to the other party hereto in respect to covenants, Contracts and obligations contained in the Contract Documents. Contractor shall not assign this Contract without the written consent of the City. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under this Contract.

D. E-Verify Provisions. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5- 1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN. The Contractor will sign City's affidavit (Exhibit E) to this effect.

Contractor and its consultant(s) and subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its consultant or subcontractor subsequently learns is an unauthorized alien. If Contractor violates this requirement, the City shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the City notifies the Contractor of the violation. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify program. If the Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Contract with Contractor for breach. However, if City determines that terminating the Contract would be detrimental to the public interest or public property, the City may allow the Contract to remain in effect until the City procures a replacement Contractor. If the City terminates the Contract, the Contractor shall be liable to the City for any and all actual damages incurred, including, but not limited to, attorneys' fees.

Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

Termination of the Contract for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the City.

E. Written Notice. All notices, consents and other communications (collectively, "Notices") shall be given to the City or the Contractor in writing to the addresses set forth below:

The City: City of Westfield
 Westfield City Services
 2728 East 171st Street,
 Westfield, IN 46074
 Attn: _____
 Email: _____

The Contractor: _____

 Attn: _____
 Email: _____

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail or email to the last business address known to the party giving notice.

F. Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by the City shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

G. Severability. In the event that any provision, term or other portion of the contract, or any document or item referred to in the Contract, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of the Contract, or any document item referred to in the Contract, shall not affect the validity or enforceability of any other provision, term or other portion of the Contract, or any document or item referred to in the Contract.

H. Waiver. A waiver by either party of any breach of any provision of the Contract Document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Except where otherwise provided in the Contract, no inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for elsewhere in the Contract Documents.

I. Nondiscrimination. Consistent with Ind. Code §22-9-1-10, Contractor 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 this Contract.

J. Non-Appropriation. The Parties acknowledge that the City 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, the City's fiscal body should fail to appropriate sufficient funds to continue this Contract, it will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated. The City agrees to seek funding for the continuation of this Contract during each budget cycle during the initial term or subsequent term of this Contract. The City agrees to inform Contractor 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.

K. 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 shall constitute one Contract.

L. Venue. In the event it becomes necessary to litigate any term or condition of the Contract, the parties shall agree that the State Circuit or Superior Courts of Hamilton County, Indiana, shall be proper venue to settle such disputes.

CITY OF WESTFIELD, INDIANA

CONTRACTOR

By: _____

Scott Willis, Mayor

By: _____

Authorized Signature

Date: _____

Printed Name: _____

Title: _____

FID/TIN: _____

Date: _____

EXHIBIT A

SPECIFICATIONS

1. City of Westfield - Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications with its separate Exhibits

Exhibit 1 - City of Westfield Scope of Service Limits

Exhibit 2 - City Facilities for Solid Waste and Recycling Collection

Addendum 1 - Dated “ ”

Addendum 2 - Dated “ ”

EXHIBIT B

CONTRACTOR'S BID FORM

EXHIBIT C

AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS

() **FINAL** () **PARTIAL** () **PAYMENT TO FOLLOW**

CITY: City of Westfield

PROJECT: Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

CONTRACTOR:

CONTRACT DATE:

_____ being duly sworn states that he or she is the
_____ of CONTRACTOR, which was awarded Contract No.

_____ with the City in accordance with the Contract terms and conditions to install and/or furnish certain materials and labor as follows: weekly pick-up of bagged, containerized and/or bundled household Solid Waste and Yard Waste from all eligible Residential Units within the corporate limits of the City. Such program includes bi-weekly curbside commingled Recycling from all eligible Residential Units. In addition, the services include Solid Waste and Recycling collection and disposal for designated City Facilities ("Services"), DOES HEREBY STATE, WARRANT AND REPRESENT ON BEHALF OF THE CONTRACTOR the following:

PARTIAL WAIVER That the balance due from the City is the sum of (\$ _____).

() Receipt of which is hereby acknowledged; or

() Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS and which is given to and for said amount effective upon receipt of such payment.

FINAL WAIVER That the final balance due from the City is the sum of (\$ _____).

() Receipt of which is hereby acknowledged; or

() Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS which is given to and for said amount effective upon receipt of such payment.

THEREFORE, through the date hereof, Contractor waives and releases the City of all liens or claims, including, but not limited to, claims for materials, equipment, labor, superintendence and other services performed or furnished by Contractor and further affirms that no other party has any claim or right to lien on account of any materials, equipment, labor, and other services performed or furnished to or for Contractor for the Services. Contractor agrees to indemnify, defend and hold the City harmless, including costs and attorneys' fees, from and against any and all claims or liens for any subcontractors, materials, suppliers, equipment or labor furnished for, in connection with or incorporated into the Services by, through or under Contractor through the date hereof. This Affidavit and Waiver of Liens is

given to induce City to pay the amount indicated above. Contractor represents that all employees, subcontractors or materialmen have been paid or will be paid from these funds.

That through the date hereof, all Affidavits and Waiver of Liens and Claims are true, correct and unconditional and that there is no claim either legal or equitable to defeat the validity of said Affidavits and Waiver of Liens and Claims. That the following are the names of all parties who have furnished material or labor, or both, for said Services and all parties having contracts or subcontracts for specific portions of said Services or for material used in the performance thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said Services according to Specifications:

1 CONTRACTOR	2 TYPE OF WORK	3 AMOUNT OF CONTRACT	4 TOTAL RETAINED	5 NET PREVIOUSLY PAID	6 NET AMOUNT THIS PAYMENT	7 BALANCE TO BECOME DUE

TOTAL

This instrument has been executed as of the ____ day of _____, 202 .

CONTRACTOR: _____

By: Name: _____

Title: _____

STATE OF INDIANA

COUNTY OF

Sworn to and subscribed before me the undersigned authority on this ____ day of _____, 202

Notary Public, State of _____

Printed Name of Notary _____

[SEAL]

My Commission Expires: _____

EXHIBIT D
CHANGE ORDER

Change Order No. _____

Date: _____

Contract Date: _____

Services: _____

Contractor: _____

The following changes are hereby made to the Contract:

Description of Change in Service: _____

Justification: _____

Original Contract Sum: \$ _____

Previous Changes to Contract Sum: \$ _____

Current Contract Sum adjusted by previous Change Order(s): \$ _____

The Contract Sum due to this Change Order will be (increased)(decreased) by: \$ _____

The new Contract Sum including this Change Order will be: \$ _____

Change to Contract Term: _____

The Contract Term will be (increased)(decreased) by _____ calendar days.

The date for completion of all work will be _____.

Requested by: _____

Date Requested: _____

Recommended by: _____

Date Recommended: _____

Accepted by: _____

Date Accepted: _____

Approved by: _____

Date Approved: _____

(Name and Title)

EXHIBIT E
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code § 22-5-1.7-11, _____, by entering into a contract with the City of Westfield, is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. _____ is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

By executing below, the undersigned (being duly sworn) deposes and affirms that _____ does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into a Contract with City of Westfield (if selected pursuant to the RFP), _____ will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Offeror): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

COUNTY OF _____

SS: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

PERFORMANCE BOND

CONTRACTOR/PRINCIPAL (Name and Address):
SURETY (Name and Address of Contractor Place of Business):
CITY City of Westfield, Indiana.
CONTRACT: Contract Between City of Westfield, Indiana and Contractor-
Residential Waste, Yard Waste, Recycling, Collection and
Disposal Contract.
Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

Penal Sum (100% of Contract Sum for one (1) year): \$ _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

“Contractor”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter- signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, including interest at the maximum legal rate from date of

demand and any attorneys' fees and court costs incurred by City to enforce this instrument for the performance of the Contract, which is incorporated herein by reference.

2. If the Contractor performs the Contract, whether during the original term, and any extensions which may be granted by the City, with or without notice to the Surety, and during any period of guaranty or warranty provided therein, and if Contractor shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify, defend and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense, including attorneys' fees, which the City may incur in making good any default, then the Surety and the Contractor shall have no obligation under this Bond; otherwise to remain in full force and effect.

3. The Surety's obligation under this Bond shall arise after:

3.1 The City provides notice to the Contractor and the Surety that the City is considering declaring a Contractor Default. Such notice shall indicate whether the City is requesting a conference among the City, Contractor and Surety to discuss the Contractor's performance. If the City does not request a conference, the Surety may, within seven (7) calendar days after receipt of the City's notice, request such a conference. If the Surety timely requests a conference, the City shall attend. Unless the City agrees otherwise, any conference requested shall be held within seven (7) calendar days of the Surety's receipt of the City's notice. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default;

3.2 The City declares a Contractor Default, terminates the Contract and notifies the Surety; and

3.3 The City has agreed to pay the balance of the Contract Sum in accordance with the terms of the Contract to the Surety or to a contractor selected to perform the Contract.

4. Failure on the part of the City to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. The Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the prior consent of the City, to perform and complete the Contract;

5.2 Undertake to perform and complete the Contract itself, through its agents or independent contractors; or

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the City and a contractor selected with the City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the

bonds issued on the Contract, and pay to the City the amount of damages, including attorneys' fees in excess of the balance of the Contract Sum incurred by the City as a result of the Contractor Default.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the City shall not be greater than those of the Contractor under the Contract, and the responsibilities of the City to the Surety shall not be greater than those of the City under the Contract. Subject to the commitment by the City to pay the balance of the Contract Sum, the Surety is obligated, without duplication, for

7.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

7.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or any combination of both liquidated and actual damages.

8. The Surety shall not be liable to the City or others for obligations of the Contractor that are unrelated to the Contract, and the balance of the Contract Sum shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the City or its heirs, executors, administrators, successors and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

[END OF DOCUMENT]

PAYMENT BOND

CONTRACTOR / PRINCIPAL: (Name and Address):
SURETY: (Name and Address of Contractor Place of Business):
CITY: City of Westfield, Indiana
CONTRACT: Contract with City of Westfield, Indiana for Residential Solid Waste, Yard Waste, Recycling, Collection and Disposal.

Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

Penal Sum (100% of Contract Sum for one (1) year): \$ _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

“Contractor”

“Surety”

Company: _____ Company: _____

Signature: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Counter-signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, plus interest at

the maximum legal rate from date of demand and any attorneys' fees and court costs incurred by City to enforce this instrument, subject to the following terms.

2. If the Contractor shall promptly make payment of all sums due to Claimants, and defends, indemnifies and holds harmless the City from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment or insurance premiums furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. The Surety's obligation to the City under this Bond shall arise after the City has notified the Contractor and the Surety of claims, demands, liens or suits against the City or the City's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract. The Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the City against a duly tendered claim, demand, lien or suit.
4. The Surety's obligations to the Claimant under this Bond shall arise after Claimant has complied with the requirements under applicable Indiana statute.
5. The City shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond, except as specified by Indiana statute.
6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
7. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.
8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Services were to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
9. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and City shall promptly furnish a copy of this Bond or shall permit a copy to be made.

[END OF DOCUMENT]

NOTICE TO PROCEED

Dated _____, 2025

TO: _____

ADDRESS: _____

SERVICES: _____

CITY's CONTRACT NO.: _____

CONTRACT FOR: City of Westfield, Indiana, Residential Solid Waste, Yard Waste, Recycling
Collection and Disposal

You are notified that the Contract Term under the above Contract will commence to run on
January 1, 2026. By that date, you are to start performing your obligations under the Contract
Documents. In accordance with the Contract, the date of completion is December 31, 2028.

Before you may start Services, the Contract provides that you must deliver to the City Certificates of
Insurance which you are required to purchase and maintain in accordance with the Contract
Documents.

Also, before you may start any Services at the site, you must:

(CITY)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

City of Westfield

Residential Solid Waste, Yard Waste, Recycling Collection, and Disposal

SPECIFICATIONS

A. SCOPE OF SERVICES

The Contractor is to provide a comprehensive program for Solid Waste and Yard Waste collection and disposal service consisting of weekly pick-up of containerized, bundled, and/or bagged household Solid Waste, Yard Waste, and bi-weekly (with an alternate for weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City. As an alternate, the Services may also include additional Yard Waste collection during the months of March through December. In addition, as an alternate, the Services may include Solid Waste and Recycling collection and disposal from designated City Facilities. The Services are anticipated to start on or about January 1, 2026, and terminate on or about December 31, 2028. If both Parties agree, there may be an option to extend the contract for three (3) additional one (1) year terms, with a total maximum term of six (6) years. The Parties agree that the awarded Contract may be extended for an additional period of up to three (3) years only upon written approval of both Parties. The Contract shall not provide for automatic renewal.

B. AREA TO BE SERVICED

The Services shall be provided to all Residential Units within the City's geographic limits as set forth in Exhibit 1 attached hereto. As of the time of the request for proposals, there are approximately Twenty Thousand Six Hundred (26,600) individual Residential Units within the City's geographic limits that will be ultimately phased into the Services as existing collection contracts are phased out or terminated; however, the City does not guarantee the actual number of Residential Units the Contractor will provide Services to at any given time. The Services may alternatively include Solid Waste and Recycling collection and disposal from designated City Facilities in Exhibit 2, which will be billed directly to the City.

C. DEFINITIONS

For the purpose of the Specifications and the Contract, the following definitions apply:

1. Alleyside: Refers to as close as possible to the alley but not more than five (5) feet from the alley, and where a fence exists, the alleyside of the fence.
2. Bulky Waste. Such items include, but are not be limited to, stoves, washers, dryers, appliances, furniture, and other items with weights or volumes greater than those allowed for by approved Containers. This term also includes items that previously contained refrigerants, such as refrigerators, air conditioners, freezers, and dehumidifiers, as long as the Resident can provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician.

3. Bundles. Rubbish or Yard Waste securely tied together forming an easily handled package not exceeding four feet (4') in length, eighteen inches (18") in diameter, nor weighing more than forty (40) pounds.
4. Container(s). Ninety-six (96) gallon (plus or minus five (5) gallons) or at Resident's request sixty-four (64) gallon (plus or minus five (5) gallon) reusable container(s) with wheels used for storing Solid Waste, Yard Waste, and Recycling. Container(s) should provide sufficient strength to be picked up using mechanical means by Contractor.
5. Construction Debris. Waste including building materials resulting from construction, remodeling, repair, or demolition operations. The term does not include fluorescent light fixtures, appliances, or regulated-asbestos containing materials defined in CRF 61.
6. Curbside. Refers to that portion of the right-of-way adjacent to and within five (5) feet of paved, traveled roadways.
7. Hazardous Materials. Any waste designated as "hazardous" by the United States Environmental Protection Agency or appropriate state agency as the same is now in effect or may hereinafter be amended. This term also includes any flammable/volatile liquids.
8. Public Street. Any public street or thoroughfare dedicated to public use and controlled by the City including alleyways.
9. Overage Bags. Fifty-five (55) gallon bags separately purchased by Resident from the Contractor to place any excess Solid Waste or Yard Waste over the normal Container limit. Overage Bags loaded by Resident shall not weigh more than forty (40) pounds. Overage Bags will be supplied by Contractor which will include the additional cost of any additional Services.
10. Recycling. Recycle waste including Recycling qualified commingled items such as:
 - 1) Aluminum, aluminum foil and foil pans;
 - 2) Steel, empty steel paint cans, tin and bimetal cans;
 - 3) Plastics (#1 through #7);
 - 4) Glass containers (amber, clear, blue, and green in color);
 - 5) Corrugated cardboard, paperboard, fiberboard;
 - 6) Newspapers, magazines, phone books and catalogues; and
 - 7) Additional items as designated by the Contractor.
11. Refuse/Garbage. Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and including all paper, wrappings, boxes and cartons used to contain such food.
12. Resident. The individual currently occupying a Residential Unit.
13. Resident Drop-Off Program. Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to designated centers and disposed of by Contractor.

14. Residential Unit. A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating, and sleeping
 - a. Single-Family Residential Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.
 - b. Multi-Family Residential Unit – A building or related group of buildings not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
 - c. Townhouse – Any multi-story single family residential unit sharing one or more common walls with another similar residential unit.
15. Rubbish/Trash. Nonputrescible waste consisting of matter such as cans, glass, papers, cardboard, plastics, metals, ashes, etc.
16. Solid Waste. All putrescible and nonputrescible matter, including garbage and rubbish, but excluding hazardous materials and other matter that is specifically excluded elsewhere in these Specifications.
17. City Facilities. City Facilities designated for Solid Waste and Recycling Collection as defined in Exhibit 2, which will vary in size and frequency of collection and billed to the City for the Services and rental or use of the required Containers.
18. Yard Waste. All compost type materials including trees, grass clippings, brush, leaves and Christmas trees, etc.

D. DESCRIPTION OF SERVICES

1. Solid Waste Collection Service. Collection of Solid Waste by Contractor from each qualifying Residential Unit shall occur one (1) time per week.
 - a. Containers. Each Service pickup shall consist of a maximum of two (2) Containers per Residential Unit. One (1) Container will be automatically provided by Contractor to each Residential Unit and a second Container will be furnished upon the Residents' request at no additional cost.
 - b. Out-of-City Residents. Residents who are out of City and will not be using the Services for a minimum period of one (1) month or more will not be charged the monthly fee for those months the Resident does not use the Services. Residents shall request the suspension of Services a minimum of one (1) week prior to the City/Contractor's customer service office and specify the length of the Service suspension. City will notify the Contractor within forty-eight (48) hours of receipt of the need to suspend Services.

- c. Planned Unit Developments (PUD). Collection shall be on front street curbside with the exception of those planned unit developments (PUD) Residence where alley facing garages may necessitate alley pickup.
 - d. Yard Waste. Yard Waste and brush may be included with the Solid Waste Container quantities. A Bundle will be considered as one (1) Container within the Container limit.
 - e. Declined Collections. The Contractor may decline to collect Solid Waste for a reason specified in the Specifications (i.e., not properly bagged, bundled or contained; improper placement; non-residential Solid Waste; Hazardous Waste; etc.). Where the Contractor has reason to leave Solid Waste uncollected at a Residential Unit, the Contractor shall inform the Resident by tagging uncollected Container(s). The City shall be notified in writing at the end of each working day of any denied collections and the reason for denial.
- 2. Recycling Collection Service.
 - a. Collection of Recycling from each qualifying Residential Unit shall be once every two (2) weeks, or, as an ALTERNATE, the City may elect to require Recycling one (1) time per week. The Recycling collection day shall be the same day as the Solid Waste and Yard Waste collection day.
 - b. Gross volume of Recycling materials collected shall be weighed daily on a local certified scale to be agreed upon by the City and the Contractor.
 - c. A monthly record of the amount of Recycling materials in tons and pounds shall be kept by the Contractor. This record shall be submitted to the City on a monthly basis.
 - d. Collection shall be curbside with the exception of those planned unit developments (PUD) and Residences where alley facing garages necessitate alley pickup.
- 3. Special Needs Service. For those Residential Units in which all Residents over twelve (12) years of age have special needs or are physically unable to wheel Containers to the Curbside, as verified by a licensed healthcare provider, the Contractor shall provide Solid Waste and Recycling collection service at the Residential Unit by transferring the wheeled Containers on foot from the Residential Unit (at the front door, a back door, or outside a garage) to the street or alley for collection.
- 4. Additional Yard Waste & Christmas Tree Collection Service (ALTERNATE).
 - a. Additional Bags. During the months of March, April, May, October, November, and December, each Residential Unit is also allowed up to twenty (20) bags per week of leaves and other Yard Waste in lawn bags or tied Bundles. The bags shall be furnished by the Residents at their own cost. Residents will use recyclable bags (i.e. non-plastic) or bags specified by Contractor with the City's approval for environmentally friendly disposal of Yard Waste.

- b. Composting. The Contractor is to make every reasonable effort to dispose of easily identifiable Yard Waste in an environmentally friendly manner (i.e. composting or chipping Christmas Trees into usable mulch).
 - c. Collection Schedule. The Contractor shall provide, as applicable to federal regulation standards, weekly Yard Waste collection and disposal Services. Yard Waste collection should be scheduled on the same day as Solid Waste and Recycling Collection.
 - d. Christmas Tree. The Contractor will be required to pick up one (1) Christmas tree per Residential Unit over and above the Container limit at no additional charge. This Service shall begin on December 26th and end on the Friday closest to January 31st of each year. Christmas Trees over 4 feet shall be cut in half for pick up.
- 5. Bulky Waste (ALTERNATE).
 - a. The Contractor shall provide Services for collection and disposal of Bulky Waste from all eligible Residential Units on an on-call basis. The Resident must give a forty-eight (48) hour advanced notice to the Contractor prior to pick-up.
 - b. The Contractor shall not be required to pick-up more than one (1) of such item from each Residential Unit each month. Requested pickup of Bulky Items may occur on designated day(s) by Contractor's designation.
 - c. The Contractor shall not be required to pick-up Bulky Waste that contain or previously contained refrigerants unless the Resident can provide the Contractor with appropriate written verification showing that the CFC's or HCFC's have been properly removed by a licensed technician.
 - d. The charges for Bulky Waste will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.
- 6. Resident Drop-Off Program (ALTERNATE).
 - a. Contractor agrees to provide adequate accommodations for and to accept non-hazardous waste, including Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to a designated Resident Drop-Off Center to be agreed to by City and Contractor. Contractor will accept Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling from any Residents of the City who produces a valid driver's license establishing City residency at City approved facilities. The Resident Drop-Off Centers will be operated consistent with City rules and charges will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.
 - b. Contractor Requirements.
 - i. Contractor shall invoice or collect payment directly from Residents in accordance with the billing procedures established herein for all tonnage

delivered to the Residential Drop-Off Centers by Residents and in accordance with the schedule of fees established by the City and Contractor.

ii. Contractor shall be responsible to verify each Resident's driver's license information for each drop-off under the Residential Drop-Off Program.

iii. Contractor shall retain the right to reject any Resident under the Resident Drop-Off Program who attempts delivery of waste outside the scope and limits of waste normally generated by residential sources or any waste delivered in a commercial vehicle larger than a pick-up truck.

c. Billing and Payment.

i. City Portion: Contractor shall provide separate monthly invoicing to the City for operation of the Resident Drop-Off Centers and related functions based on the schedule of Services agreed to by the City and Contractor.

ii. Resident Portion: The Contractor shall collect payment from individual Residents if City decides to have Contractor operate facilities for provision of this portion of the Services based on the accepted schedule for said Services.

7. City's Facilities Services (ALTERNATE).

a. The Contractor shall provide Recycling and Solid Waste Services to the designated City Facilities indicated in Exhibit 2.

i. Required Service. The Contractor shall supply adequate containers to identified City Facilities, which will vary in size and frequency of collection. Such containers shall be charged to the City for the rental or use of such containers. The container size and frequency of collection listed in the attached Exhibit 2 are the recommended sizes to meet the City's current needs. If the Contractor chooses to supply different sized containers or change the frequency of the Services, such container sizes and/or Service frequencies shall be provided for the City's pre-approval and scheduling arrangements so that all Solid Waste and Recycling is contained inside a container during approved modifications between collections.

ii. Billing and Payment. Contractor shall provide separate invoicing to the City for City Facilities as specified in the Bid Form. The City agrees to pay Contractor separately and monthly for provision of this portion of the Services.

E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS

1. Solid Waste, Yard Waste, and Recycling Services. The Contractor shall provide Service for weekly collection and disposal of Solid Waste, Yard Waste, and Recycling from eligible Residential Units and City Facilities.

a. If selected by City, the Contractor shall supply all Containers required to each Residential Unit and City Facilities for the Services. Containers shall be delivered by Contractor to additional Residential Units and City Facilities as they become eligible for Services.

i. The cost for Containers shall not be paid for directly, but included as part of the total cost of the Services per Residential Unit and City Facilities.

ii. Any replacement Container(s) in excess of one (1) per Resident for the same Residential Unit and City Facilities will be billed at the Contractor's cost to the Resident and Residential Unit or City Facility.

iii. The Contractor shall maintain a record of addresses for all new and replacement Containers and shall submit the record to the City on a quarterly basis.

b. If Residents so desire, they may purchase Overage Bags from the Contractor to place any excess Solid Waste or Yard Waste over their normal Container and Yard Waste limit. The Contractor shall be responsible for collection of payment from the participating Residents.

i. The Contractor shall supply Overage Bags of a size no less than fifty-five (55) gallons for an agreed upon price which will include the additional cost of collection.

c. The Contractor shall supply to City Residents information relating to additional Service options that may be offered to them not covered or mentioned in these Specifications relating to Solid Waste and Yard Waste collection.

d. Except for special needs service, all collections shall be made on City owned streets or alleys where available. No collections shall be made on private property including streets or alleys unless a right of entry agreement is made between the Contractor and the property owner and is approved by the City. All collections for non-special needs service shall be made within five (5) feet of the curb or edge of the street or alley. For special needs service, the Contractor will also transfer the Containers from the outside of the Residential Unit to the street or alley.

e. The Contractor is prohibited from commingling Solid Waste, Yard Waste, or Recycling collected from ineligible residential units, commercial or other business establishments or from areas outside the City's geographic limits while providing the Services.

f. Within the Container limit, the Contractor is required to pick-up all Solid Waste, Yard Waste, and Recyclables placed in approved reusable and non-reusable Containers and additional items which are properly placed in Bundles. However, as appropriate, a single item need not be bagged, contained or place in Bundles to qualify for the Services.

2. Solid Waste, Yard Waste and Recycling does NOT require pick-up of:

- a. Solid Waste exceeding the contracted limit per week excluding Overage Bags,
- b. Solid Waste not in Containers or bags and not properly contained or placed in Bundles,
- c. Solid Waste not appropriately placed for collection,
- d. Hazardous Materials,
- e. Medical Waste of any type including but not limited to medical sharps,
- f. Dead animals,
- g. Liquid paint, sludge, oil or other chemicals,
- h. Bulky Waste containing refrigerants in which the Resident cannot provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician,
- i. Solid Waste, Yard Waste, or Recycling that are generated from a different location than the Residential Unit,
- j. Any Solid Waste and Yard Waste that is specifically excluded by federal, state, or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized,
- k. Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter, or Bundles not properly secured or exceeding maximum dimensions,
- l. Construction Debris, or
- m. Bulky Waste when forty-eight (48) hour prior notice is not given.

3. Contractor's Collection Routes . If necessary, the City may be divided into geographic sectors for the purpose of provision of the Services. Each geographic sector shall be scheduled to receive Services on the same day. Contractor shall submit its proposed geographic sectors with its Proposal for consideration by City. The City reserves the right to review, comment on and finally approve Contractor's geographic sectors for the Services.

- a. If during the course of the Contract, the Contractor wishes to change the collection schedule, the Contractor shall bear the cost and responsibility of informing

the Residents of the new collection schedule. Any changes in schedules and/or routes shall not be made without the prior written approval of the City.

b. Exceptions may be made only after the City has been notified that the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual Contract of the City and the Contractor.

c. Recycle Collection should be on the same day as Solid Waste collection. Yard Waste collection should be on the same day as Solid Waste collection, if the Alternate is approved. The Contractor shall immediately notify the City of any delays or deviations from a normally scheduled route.

4. Contractor's Collection Schedule

a. Hours and Days of Collection. The hours and days of Services are to be from 7:00 a.m. to 5:00 p.m. Monday through Friday. All Services shall be provided at least once per week Monday through Friday, year-round to all qualifying Residential Units and City Facilities within the City's geographic limits. Recycling Collection shall be once every two (2) weeks year-round (or once per week if Alternate is selected by the City). If the Alternate is approved, additional Yard Waste Service shall be provided at least once per week, Monday through Friday, from March 15th through December 15th.

b. Holidays. The holidays listed below may be observed as a non-Service days by the Contractor. The suspension of Services on these holidays does not relieve the Contractor of its obligation to provide Services to each Residential Unit and City Facilities at least once each week or every other week as the case may be. Whenever these holidays fall on a regularly scheduled collection day, the collection schedule for that day as well as the rest of the week may be delayed one (1) day. Under these circumstances only, Saturday collection is acceptable.

- i. New Year's Day
- ii. 4th of July
- iii. Thanksgiving Day
- iv. Christmas Day

c. Additional holidays may be granted upon Contractor's request and the City's prior approval in writing.

F. CONTRACTOR'S EQUIPMENT

1. Contractor's vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles and equipment shall be manufactured and maintained to conform to the American National Standards Institute's (ANSI) standards.

2. Contractor's vehicles and other equipment shall be kept in proper repair and sanitary condition.

a. Contractor must have vehicles washed a minimum of two (2) times per week.

b. Each vehicle shall bear as a minimum, the name and phone number of the Contractor plainly visible on both vehicle cab doors.

c. Each vehicle shall be uniquely numbered in lettering at least seven (7) inches high. All vehicles used for recycling must have some type of signage on the vehicle stating that it is used for recycling. The signage must be clearly legible by the public.

d. Each vehicle shall have at least one (1) broom and one (1) shovel to clean up Solid Waste that may be spilled or otherwise scattered during the process of collection.

e. All vehicles shall be sufficiently secure so as to prevent any littering of Solid Waste and/or leaking of fluid. No vehicles shall be willfully overloaded.

3. The Contractor will be solely responsible for immediately collecting or cleaning up, to the City's satisfaction, any litter, fluids refuse or landscape waste which may leak, spill or blow off any of Contractor's vehicles or in the course of Contractor providing the Services.

4. Any use of larger vehicles may be banned if there are more than two (2) incidences of property and/or pavement damage. Collection vehicles must be enclosed and secure so as to prevent any littering. Vehicles other than properly equipped packer vehicles operating in the alley shall discharge their loads into a proper packer vehicle not less frequently than every block where alley pickup is required. Packer vehicles exceeding the gross vehicle weight limit shall use the streets in the area and receive the loads from the alley vehicles on area streets rather than in area alleys.

5. Contractor shall provide the gross weight of the alley vehicles when full and the number of axles and wheels on each vehicle with Contractor's Bid.

G. CONTRACTOR'S EMPLOYEES

1. The Contractor shall provide courteous and neat personnel for its collection crews and provide courteous and knowledgeable personnel for its customer service office(s).

a. The Contractor's collection employees working within the City shall be required to wear a uniform of some matter clearly showing that the employee is employed by the Contractor.

b. All of the Contractor's vehicle operators working within the City shall carry a valid Indiana driver's license for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

c. The Contractor shall prohibit its drivers and crew members from consuming any alcoholic beverages while working or using a controlled substance that negatively affects their ability to perform their duties under this Contract.

d. If the City determines that any of the Contractor's employees are unfit or unsuitable to perform the Services as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from Services within the City and furnish a suitable and competent replacement employee.

H. CONTRACTOR'S DISPOSAL SITE

1. The Contractor shall furnish the City with the name and location of the waste disposal and/or recycling facility which will receive the Solid Waste, Yard Waste, and Recyclables generated under the Contract. The proposed disposal facility and recycling facility shall meet all the requirements of Federal, State, county, and local jurisdictions in which said facility is located.

a. The City reserves the right in its sole discretion to approve any change in Solid Waste and Yard Waste disposal methods or Recycling methods regardless of the initiating party.

2. Contractor shall furnish the City with copy of a redacted contract executed by waste disposal site or recycling facility agreeing to receive all Solid Waste, Yard Waste, and/or Recycling generated under the Contract for the duration of this Contract. The requirements of this paragraph may be satisfied by Contractor's provision of a written acknowledgement from a qualified disposal/recycling center or a contract with a qualified facility with sensitive information redacted.

3. Choice of disposal site and recycling facility is made by the Contractor who will assume all fees.

4. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations, as amended from time to time, governing the disposal of refuse at said facility.

I. CONTRACTOR SUPPORT OF CITY'S PUBLIC EDUCATION PROGRAM

1. The Contractor shall provide to the City an annual sum of \$5,000 to be applied towards the development, printing, and distribution of public education materials including but not limited to brochures, print and radio advertisements and public displays. Any printed material will include both the Contractor's and City's name and logo.

a. In addition to the above sum, the Contractor will pay for all printing and mailing costs for one (1) initial mailing to all Residential Units explaining the details of the Services.

b. The Contractor is expected to provide the City a speaker who can address the Residents and answer questions regarding the Services at up to three (3) educational seminars or presentations to be given each year. This speaker will be at no cost and shall be knowledgeable about the Services and trash and recycling industry. These

seminars/presentations will be conducted at time(s) and location(s) to be determined by the City.

J. CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS

1. Contractor's Office. The Contractor shall establish and maintain an office or other facility to which the public and City personnel may call or send inquiries or complaints and from which the general public and City personnel may receive instructions. Such office or facility shall be equipped with adequate telephone communications, local or toll-free phone numbers for Residents to call in missed pickups or complaints.
2. Contractor's Staffing. Contractor's office shall have at least one (1) responsible person in charge and present during all collections hours, including Saturday following an observed holiday.
 - a. The Contractor shall provide the City with at least one (1) separate telephone number which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.

K. CONTRACTOR COMPLAINT PROCEDURE

1. The Contractor shall receive, investigate, and respond to all complaints of unsatisfactory Services within twenty-four (24) hours after the complaint is received. Any complaint initially received by the City will be directed to the Contractor's office.
 - a. Any item filed as a complaint, not properly tagged or reported to the City the following day of scheduled pick up, shall be the responsibility of the Contractor to correct.
 - b. In the event a complaint is not resolved within twenty-four (24) hours, and where no fault can be found on the Resident's part as determined by the City, the City shall have the right to demand an explanation and/or resolution to its satisfaction, which may include a special collection of the Solid Waste, Yard Waste, or Recycling.
 - i. Where the collection from a household is inadvertently missed on a day preceding a Holiday or weekend, the complaint shall be resolved and Service shall be provided on the next service day.
 - c. In the event the Contractor disputes a determination made by the City concerning the lack of fault of the Resident, the Contractor may appeal such determination to the City by notifying the City within twenty-four (24) hours after such determination is made. Such notification may initially be made by telephone, but must then be followed-up in writing.
 - d. In the event the Contractor unreasonably fails to resolve a complaint within twenty-four (24) hours after the complaint is received or the Contractor fails to resolve a complaint within twenty-four (24) hours after the City makes its final determination, the Contractor shall pay the City the sum of \$250.00 for the first complaint, and if not

resolved within an additional forty-eight (48) hours period, \$500.00 per day until the complaint is resolved.

e. The Contractor shall pay to the City reimbursement for all costs incurred pertaining to correcting a complaint due to negligence on the part of the Contractor, including administrative and attorneys' fees.

f. The Contractor shall maintain a daily log of complaints received in a format approved by the City. A copy of these complaints and their resolution shall be provided to the City at the end of each month with the invoice for Services provided to City Facilities.

L. **CONTRACTOR PROVISION OF CONTAINERS**

1. Contractor shall provide one (1) ninety (96) gallon (plus or minus five (5) gallons) or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Containers (rotational molded only) for trash collection to each Residential Unit. A second Container is available to each Residential Unit upon the Resident's request for such second Container. The Contractor is also to provide one (1) ninety-six (96) gallon or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Container for Recycling to each Residential Unit.

a. The Containers must conform to ANSI standards and must be approved by the City. The Containers must be a City approved color and will have the name of the Contractor displayed on the side. The Contractor needs to be prepared to offer a smaller sixty-four (64) gallon wheeled Container for both Solid Waste and Recycling upon individual requests. Contractor shall provide the proposed Container company and Container specifications with its Bid.

2. The Contractor shall be responsible for providing and delivering Containers to new Residents, replacing stolen containers, replacing and/or repairing damaged or unusable Containers at no extra cost (reasonably suitable for the Services) but limited to one (1) replacement Container for each Container issued to the Resident during the Contract period.

3. The Contractor shall exercise reasonable care not to damage a reusable Container, and to replace the same in an upright position on the sidewalk, curbside, driveway, or alley out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the Contractor upon proof of negligence of its actions.

a. The Contractor shall handle all Containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste, the crews shall immediately clean up the debris.

b. The Contractor shall not be responsible for collecting or cleaning up refuse, recycling, or landscape litter that has blown, fallen, leaked or been scattered from bags, cans, bins or other Containers through no fault of the Contractor.

4. After the initial program is implemented, the Contractor shall provide for a one-time pick-up and disposal of unneeded Resident-owned trash containers from each Residential Unit. This pick-up will be on the same day as the weekly Service and would be in addition to any weekly Container limit.

5. The Contractor shall return all empty Containers at each stop to the general location at which they were found. Empty Containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty Container will block a sidewalk or fall or roll into the street.

M. CONTRACTOR'S COLLECTION AND REPORTING DATA

1. The Contractor shall collect and report to the City the following information computed on a quarterly basis. Such reporting shall be submitted to the City by the month following the end of the calendar quarter.

- a. Number of curbside recycling collection Residential Units setting out materials; and
- b. Summary of tonnages of all Recyclable collected by material type.
- c. Tonnage of trash disposed of (or collected) by month; and
- d. Other statistics that may be required by the State of Indiana.

2. The Contractor shall submit the following summary reports on an annual basis:

- a. Summary of participation rates of Recycling;
- b. Collected material amounts of both solid waste and Recyclables;
- c. Summary of Contractors participation in public awareness and education activities;
- d. Summary of successes and problems and measures taken to resolve problems; and
- e. Those reports that may be required by the State of Indiana.

3. The Contractor shall tag and identify any Containers/Container(s) or items exceeding the contracted limit. A list of violations shall be submitted to the City on a daily basis.

4. The Contractor shall notify the City of any changes before they are made regarding company policies or personnel that directly affect this Contract.

N. CITY RESPONSIBILITIES AND REQUIREMENTS

1. The City shall pay the Contractor monthly for Services provided to Residential Units for the preceding month. By the fifth (5th) day of the month, the Contractor shall submit a detailed

Application for Payment to the City for all Services rendered based on number of Residential Units receiving Services the preceding calendar month and as required by the Contract Documents. The City shall remit payment within forty-five (45) days following actual receipt of the Contractor's Application for Payment. If any dispute arises, the undisputed amount shall be paid by the City to Contractor.

- a. The total rate per Residential Unit shall be based on the Base Bid and/or Alternates as provided in Contractor's Bid in the Bid Form included in the Contract Documents.
- b. Contractor agrees that its payment from the City is contingent upon only the actual amounts received by the City from each Residential Unit for the Services; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for those Services and enforce its collection rights against the Residents including termination of the Services as provided by statute. Actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor.

2. The City shall supply the most current City geographical map possible to the Contractor for route designation and scheduling purposes.

3. The City and Contractor shall develop and mutually agree upon an initial schedule for the Services with designated daily routes indicated. This schedule shall either be a street/alley list or street/alley map indicating on which days a given location is to be collected. The map will indicate all private streets and alleys that are not to be used by the Contractor.

O. RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS

1. Location of Containers for Service. Residents shall place Containers close to the curb (or in those areas without curbs, close to the edge of the pavement), to facilitate collection by the Contractor.

2. Residents are responsible for placing Containers, and Overage Bags in the appropriate street or alley location before 7:00 a.m. on the designated collection day.

3. Resident Separate Disposal. Any Residents wanting to dispose of large quantities of non-containerized refuse, landscape waste, or construction debris shall be allowed to solicit competitive prices for such services from refuse collection contractors and select any contractor.

- a. The Resident shall be solely responsible for full payment for all such services. No such private collection contract shall affect the terms of these Services.

P. NON-DISCRIMINATION

1. The Contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Ind. Code § 22-9-1-10. The Contractor, by submitting a proposal, certifies and agrees that if it is the successful Offeror and is awarded the Contract, the Contractor or any subcontractors, or any other person acting on behalf of the Contractor shall

not discriminate against any employee or applicant for employment, to be employed in the performance of a contract with the City, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, gender-identity, sexual orientation, handicap, disability, national origin, ancestry, or veteran or disabled veteran status. Also, in this regard, the Contractor agrees that the provisions of Ind. Code § 5-16-6-1 are hereby incorporated by reference into these Specifications and Contract Documents as if they were fully set forth herein, and shall be binding upon the Contractor. Breach of this covenant may be regarded as a material breach of Contract.

Q. CONTRACTOR BID, PERFORMANCE AND PAYMENT BOND REQUIRED

1. The successful Offeror for the Services shall furnish the City with a corporate surety bond or an irrevocable letter of credit from an Indiana financial institution in the total amount of the Bid Price for one (1) year.
2. The corporate surety bond or irrevocable letter of credit shall be conditioned on the faithful performance of the Services in accordance with these Specifications and Contract Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the Services.
3. As a condition of awarding the Contract, the successful Offeror must furnish the corporate surety bond or irrevocable letter of credit at the execution of the Contract. Failure to do so within this time may be interpreted, at the discretion of the City, as failure to perform the obligations set forth in the Contract Documents.
4. The form of the Bid Bond, Payment Bond and Performance Bond are attached hereto. The same conditions shall apply to an irrevocable letter of credit as indicated in the Performance and Payment Bonds.

R. REVISED FORM 96

1. Contractor shall submit with its Bid Indiana State Board of Accounts Revised Form 96 with a financial statement, a statement of experience, the Bidder's proposed plans for performing the Services and any equipment the Bidder has available for the performance of the Services.

EXHIBIT 1

CITY OF WESTFIELD MUNICIPAL BOUNDARIES

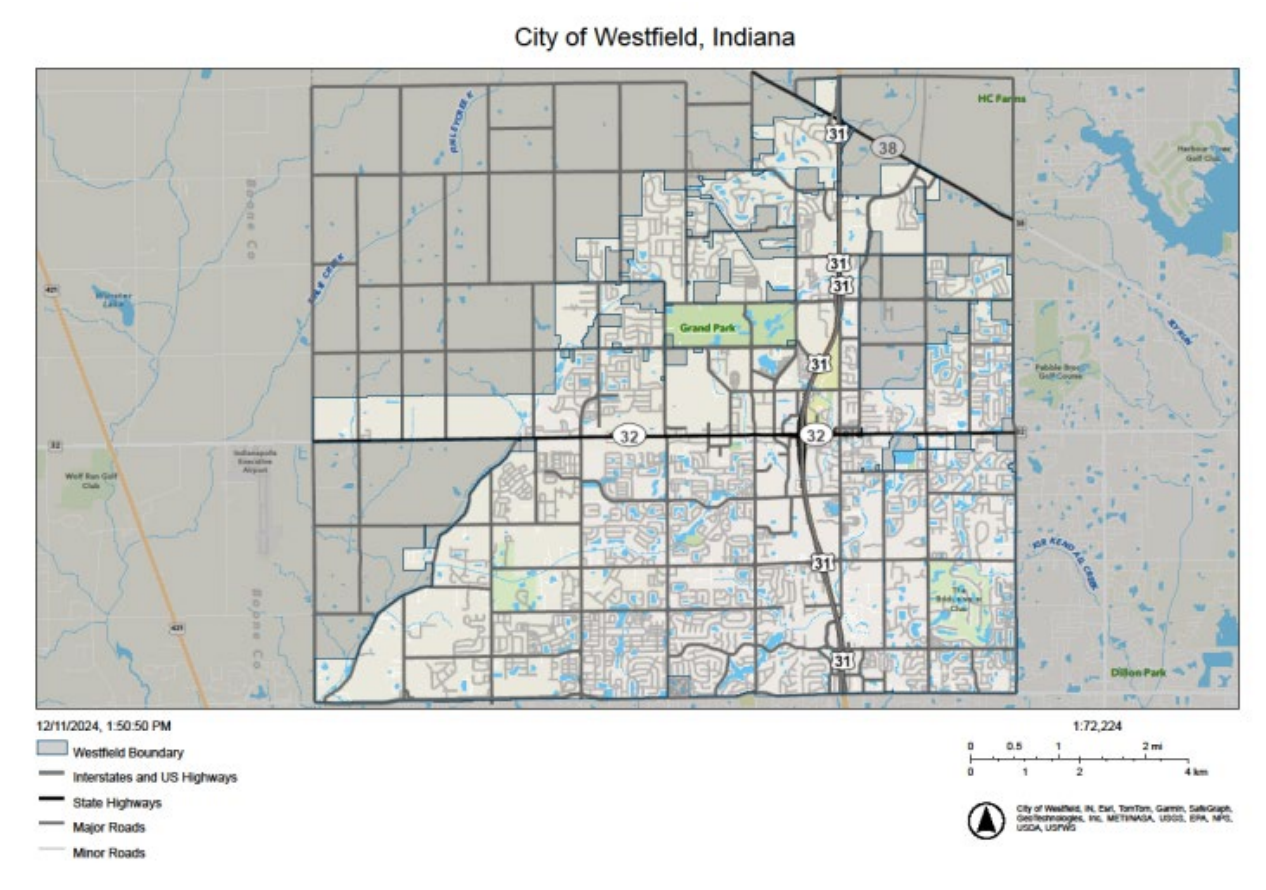


EXHIBIT 2

CITY FACILITY DISPOSAL NEEDS

Dumpsters and shredding services for all City properties, dumpsters emptied on a weekly schedule and shred boxes emptied on a monthly basis determined by the City and the Contractor.

City Hall – 130 Penn

- (2) trash polycart
- (1) recycling polycart
- (2) Shred box container

City Services – 2728 East 171st Street

- (5) 20-yard trash dumpster
- (1) 10-yard trash dumpster
- (1) 10-yard recycling dumpster
- (2) Shred box container

Grand Park – 19000 Grand Park Blvd

- (3) 40-yard trash dumpster
- (3) 40-yard recycle dumpster

Public Safety Bldg. – 17535 Dartown Road

- (1) 8-yard trash dumpster
- (2) Recycling polycart
- (2) Shred box container

Station 81 – 17001 Ditch Road

- (2) Trash polycart
- (1) Recycling polycart

Station 82 – 1920 East 151st Street

- (2) Trash polycart
- (1) Recycling polycart

Station 83 – 17944 Grassy Branch Road

- (2) Trash polycart
- (1) Recycling polycart

Township Office – 1549 Greyhound Pass

- (2) Trash polycart
- (3) Recycling polycart

Bulk Item Residential pickup separate from standard weekly service

Annual Christmas tree pick-up for Residential Customers

Bi-Annual City-wide bulk item collection at City Services in the Spring and Fall

Special Events----

Disposable trash collection containers (up to 40) and disposable Recycling collection containers (up to 40) annually for City events;

Independence Day celebration – Westfield Rocks the Fourth

Colts Camp

Culture Event – Cuisine & Connect

Christmas Holiday – Westfield in Lights

City of Westfield Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Bid Form

Bid Package with \$2 City Administration Fee

Bidder Name: _____
 Bid Date: _____
 Time: _____

Telephone: _____
 Address: _____
 City/State/Zip: _____

Email: _____

Bid Checklist

Bid Bond	☐	Non-Collusion Affidavit	☐
Revised Form 96	☐	Non-Discrimination Affidavit	☐
Signature Affidavit	☐		

Prices shall include Contractor supplying Containers in all bids and alternates

Residential Unit Monthly Cost shall include \$2 City administrative fee per month

Solid Waste, Yard Waste, and Recycling must be picked up on the same day

Contractor shall provide 64 gallon container(s) in place of 96 gallon upon request

Base Bid

Prices to be based on 3 year contract with *biweekly* recycling

	Quantity	Size	Pick-Up Schedule	1st year Price	2nd year Price	3rd year Price	Total Bid Price
Solid / Yard Container(s)	Max. 2	96 gallon	Weekly				
Recycling Container	1	96 gallon	Biweekly				

Base Bid Calculation - Cost per year, per Residential Unit, multiplied by 26,600 estimated Residential Units

\$ _____ + \$ _____ + \$ _____ + \$ _____

Residential Unit Monthly - Cost per month, per Residential Unit (including \$2 City admin fee per Unit)

\$ _____ \$ _____ \$ _____

Base Alternate 1

Prices to be based on 3 year contract with *weekly* recycling

	Quantity	Size	Pick-Up Schedule	1st year Price	2nd year Price	3rd year Price	Total Bid Price
Solid/Yard Container(s)	Max. 2	96 Gallon	Weekly				
Recycling Container	1	96 Gallon	Weekly				

Alternate 1 Bid Calculation - Cost per year, per Residential Unit, multiplied by 26,600 estimated Residential Units

\$ _____ + \$ _____ + \$ _____ = \$ _____

Residential Unit Monthly - Cost per month, per Residential Unit (including \$2 City admin fee per Unit)

\$ _____ \$ _____ \$ _____

Alternate 2**Price add for Additional Yard Waste & Christmas Tree Collection Service**

1st year Price Add	2nd year Price Add	3rd year Price Add
-----------------------	-----------------------	-----------------------

Residential Unit Monthly Addition to Base (or Base Alternate)

All to be cost per month, per Residential Unit

3 Year Contract:

\$ _____	\$ _____	\$ _____
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Alternate 3**Collection and disposal from designated City Facilities**

1st year Price	2nd year Price	3rd year Price	Total Bid Price
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3 Year Contract:

\$ _____	+	\$ _____	+	\$ _____	+	\$ _____
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Cost per year for collection and disposal from City Facilities

All bid prices shall include the cost of required containers as designated in (Exhibit 2) of the Specifications

Alternate 4**Bulky Waste**

Bulky Waste Pick Up upon Request

Cost per pick up

\$ _____

Alternate 5**Resident Drop-Off Program**

Attach a Proposed Schedule of Fees

Additional Items

Container Company _____

Cost per additional 96 gallon Container	\$ _____	Up to how many	_____
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Cost per additional 64 gallon container	\$ _____	Up to how many	_____
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Cost per Overage Bag (55 Gallon) \$ _____

Education/Transition Requirements

The above costs shall include education materials designed to inform the Residents of the Service program guidelines and rules. This will include an initial mailing to all Residents prior to starting Service. In addition, please provide a written description of how you will assist the City in transitioning Residents to their new Service. Examples of materials you have used in other communities are required to be submitted with your Bid. In addition, Contractor's Bid includes at least \$5,000.00 for development printing and distribution of public education materials as required by the Specifications.

City of Westfield Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Bid Form

Bid Package #2

Bidder Name: _____
 Bid Date: _____
 Time: _____

Telephone: _____
 Address: _____
 City/State/Zip: _____

Email: _____

Bid Checklist

Bid Bond	☐	Non-Collusion Affidavit	☐
Revised Form 96	☐	Non-Discrimination Affidavit	☐
Signature Affidavit	☐		

Prices shall include Contractor supplying Containers in all bids and alternates

Direct billing and collection by the Contractor

Solid Waste, Yard Waste, and Recycling must be picked up on the same day

Contractor shall provide 64 gallon container(s) in place of 96 gallon upon request

Base Bid (Bid Package #2)

Prices to be based on 3 year contract with *biweekly* recycling

	Quantity	Size	Pick-Up Schedule	1st year Price	2nd year Price	3rd year Price	Total Bid Price
Solid / Yard Container(s)	Max. 2	96 gallon	Weekly				
Recycling Container	1	96 gallon	<i>Biweekly</i>				

Base Bid Calculation - Cost per year, per Residential Unit, multiplied by 26,600 estimated Residential Units

\$ _____ + \$ _____ + \$ _____ + \$ _____

Residential Unit Monthly - Cost per month, per Residential Unit (including \$2 City admin fee per Unit)

\$ _____ \$ _____ \$ _____

Base Alternate 1 (Bid Package #2)

Prices to be based on 3 year contract with *weekly* recycling

	Quantity	Size	Pick-Up Schedule	1st year Price	2nd year Price	3rd year Price	Total Bid Price
Solid/Yard Container(s)	Max. 2	96 Gallon	Weekly				
Recycling Container	1	96 Gallon	<i>Weekly</i>				

Alternate 1 Bid Calculation - Cost per year, per Residential Unit, multiplied by 26,600 estimated Residential Units

\$ _____ + \$ _____ + \$ _____ = \$ _____

Residential Unit Monthly - Cost per month, per Residential Unit (including \$2 City admin fee per Unit)

\$ _____ \$ _____ \$ _____

Alternate 2 (Bid Package #2)

Price add for Additional Yard Waste & Christmas Tree Collection Service

1st year Price Add	2nd year Price Add	3rd year Price Add
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Residential Unit Monthly Addition to Base (or Base Alternate)

All to be cost per month, per Residential Unit

3 Year Contract:

\$ _____ \$ _____ \$ _____

Alternate 3 (Bid Package #2)**Collection and disposal from designated City Facilities**

1st year Price	2nd year Price	3rd year Price	Total Bid Price
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3 Year Contract:

\$ _____ + \$ _____ + \$ _____ + \$ _____

Cost per year for collection and disposal from City Facilities

All bid prices shall include the cost of required containers as designated in (Exhibit 2) of the Specifications

Alternate 4 (Bid Package #2)**Bulky Waste**

Bulky Waste Pick Up upon Request

Cost per pick up

\$ _____

Alternate 5 (Bid Package #2)**Resident Drop-Off Program**

Attach a Proposed Schedule of Fees

Additional Items (Bid Package #2)

Container Company _____

Cost per additional 96 gallon Container \$ _____ Up to how many _____

Cost per additional 64 gallon container \$ _____ Up to how many _____

Cost per Overage Bag (55 Gallon) \$ _____

Education/Transition Requirements

The above costs shall include education materials designed to inform the Residents of the Service program guidelines and rules. This will include an initial mailing to all Residents prior to starting Service. In addition, please provide a written description of how you will assist the City in transitioning Residents to their new Service. Examples of materials you have used in other communities are required to be submitted with your Bid. In addition, Contractor's Bid includes at least \$5,000.00 for development printing and distribution of public education materials as required by the Specifications.



January 31, 2025

Wes Rood
City of Westfield
2706 E. 171st St.
Westfield, IN 46074

Subject: **On-Call Stormwater Services
Professional Services Proposal**

Dear Mr. Rood:

Christopher B. Burke Engineering, LLC is pleased to submit this proposal for providing as-needed, ongoing support to the City of Westfield as you implement various stormwater-related tasks. The following is our understanding of the assignment, scope of services, and fee structure in support of these on-call, as-needed tasks.

UNDERSTANDING OF THE ASSIGNMENT

The professional services will consist of ongoing, as-needed support and assistance with various required permit activities related to the City's compliance with the Indiana Department of Environmental Management's MS4 General Permit, as detailed below.

SCOPE OF SERVICES

Some examples of services that may be provided as needed and directed by the City are as follows:

- Perform dry weather field screening of the City's mapped stormwater outfalls that are owned and/or operated by the MS4
- Prepare materials for a potential IDEM construction and post-construction program audit and assist with the audit meeting as needed
- Develop or update construction/post-construction and good housekeeping standard operating procedures
- Review the City's construction and post-construction program and develop or update required documents, maps and additional deliverables as needed
- Assist the City with conducting annual assessments for facilities subject to the MS4 Good Housekeeping requirements and update Stormwater Pollution Prevention Plans as needed
- Conduct annual IDDE/pollution prevention and good housekeeping employee training for applicable City staff
- Assist with preparation of the MS4 annual report and submittal to IDEM, including assessing the MS4 program and updating goals as necessary
- Serve as a resource to the City's Stormwater Coordinator to assist with questions regarding water quality, green infrastructure, and MS4 General Permit program implementation
- Provide as-needed MS4 on-call services and program support as assigned by the City

ESTIMATED FEE

We have estimated the total fee for completing this project shall not exceed **\$45,000**. We will bill you monthly, on a time and material basis, for assigned tasks, in accordance with our standard charges for professional services in effect at the time each task is initiated. Our current standard charges for professional services are attached. In addition, our contract will be established in accordance with the attached general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services. Should the requested services exceed the estimated fee, Burke will submit an amendment for the additional requested services.

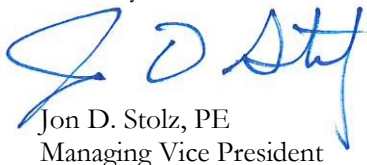
When working on assigned tasks, a statement will be sent to you every month showing the number of hours of staff involvement and direct expenses incurred in that month broken down by job and task. If, at any time, the City of Westfield determines that it no longer requires the services of Burke, this contract will be considered completed. Burke would be entitled to reimbursement according only to the actual time and material it has incurred and would have no claims on any remaining unused budget set for this contract.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Christopher B. Burke Engineering, LLC has enrolled in and is verifying the work eligibility of all newly hired employees through the E-verify program operated by the United States Department of Homeland Security. The undersigned affirms under the penalty of perjury that Christopher B. Burke Engineering, LLC does not knowingly employ an unauthorized alien. In addition, the undersigned, on behalf of Christopher B. Burke Engineering, LLC certifies that, as required by IC 5-22-16.5-13, Christopher B. Burke Engineering, LLC is not engaged in investment activities in Iran.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Emily Myers at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, SCOPE OF SERVICES, FEE STRUCTURE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY CITY OF WESTFIELD:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
 General Terms and Conditions



2025 Standard Charges for Professional Services	
Personnel	(\$/Hr)
Engineer VI	300
Engineer V	270
Engineer IV	215
Engineer III	190
Engineer I/II	160
Resource Planner V	215
Resource Planner IV	180
Resource Planner III	150
Resource Planner I/II	130
Engineering Technician IV	185
Engineering Technician III	165
Engineering Technician I/II	125
CAD II	155
CAD I	125
GIS Specialist IV	185
GIS Specialist III	185
GIS Specialist I/II	125
Environmental Resource Specialist V	215
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	130
Environmental Resource Technician	115
Administrative	100
Engineering Intern	75
Information Technician I/II	100

**Charges include overhead and profit*

Direct Costs	
Outside copies, messenger, delivery services, mileage	Cost + 12%

Christopher B. Burke Engineering, LLC reserves the right to increase these rates after December 31, 2025.

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including reasonable attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer 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. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place 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.

Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be

limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert

witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Subject to Item 33 of this Agreement, Client agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. Subject to Item 33 of this Agreement if the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor

shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

31. **Non-Discrimination.** Engineer agrees that it, and its subcontractors, 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 the Agreement.
32. **E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Engineer, by entering into this Agreement with Client, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Engineer 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. Engineer hereby states that it does not knowingly employ an unauthorized alien. Engineer 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.
33. **Non-Appropriation.** The Parties acknowledge that Client 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 Agreement, Client's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Client shall not be obligated to perform unless and until sufficient funds are appropriated. Client agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Client agrees to inform Engineer 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.

February 23, 2010-INDIANA



Resolution Group, Inc.

February 11, 2025

Mr. Wes Rood
Stormwater Coordinator
City of Westfield
2728 East 171st Street
Westfield, IN 46074

*RE: 2025 MS4 Compliance Assistance
City of Westfield, Indiana*

Mr. Rood:

Resolution Group, Inc. (RGI) is pleased to submit this proposal to provide professional services to the City of Westfield for assistance in maintaining compliance with the Municipal Storm Sewer System General Permit (MS4GP), IDEM Permit No. INRA040000.

Scope of Work

The following scope items will be performed:

- Perform stormwater management inspections for active construction sites and prepare associated documentation for up to 180 sites.

Deliverables

The following submittal items will be prepared by RGI and submitted to the City:

- One stormwater management inspection report for each CSGP permitted site per inspection visit

Assumptions & Exclusions:

- Each active construction site will be inspected twice during the 2025 calendar year
- The proposed fee is based on inspection of active construction sites assigned by the City of Westfield.

Fee

RGI proposes to perform the above-mentioned scope items on a **time and materials basis** for a not-to-exceed fee of **\$38,500** in accordance with the 2025 billing rates attached. Resolution Group, Inc. will only perform additional services with Client's prior written consent.

If you have any questions or need additional information about this proposal, please feel free to contact us at (317) 607-3782 or rtoole@resogrp.com.

Sincerely,

Resolution Group, Inc.



Robyn M. Toole, PE, CPESC, CFM
Director of Water Resource Services

Cc: Aaron Richcreek, Resolution Group, Inc



Stormwater Compliance Construction Site Inspection Services

PROJECT NO.: 2025 MS4 Compliance Assistance

CLIENT: City of Westfield

DESCRIPTION	STAFF HOURS BY CLASSIFICATION							TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Plan Sheets	Senior Project Manager	Certified Stormwater Specialist	Environmental Scientist II	Environmental Scientist I				
Stormwater Construction Site Inspections									
Project Management / Invoices		4		12				16	\$2,174.72
Review Background Information				40	10			50	\$4,926.10
SW Compliance Inspections w/ Report				220	80			300	\$29,226.80
SUBTOTAL:								366	\$36,327.62
TOTAL - HOURS:		4	0	272	90	0	0	366	
Loaded Hourly Rate		\$238.22	\$187.78	\$101.82	\$85.33	\$0.00	\$0.00		
COSTS PER CLASSIFICATION		\$952.88	\$0.00	\$27,695.04	\$7,679.70	\$0.00	\$0.00		\$36,327.62
TOTAL HOURLY COSTS:									\$36,400.00

DIRECT EXPENSES									
Mileage	50	Trips x			40	Mi./Trip x	\$0.700		\$1,400.00
Meals	0	Persons x			0	Days x	\$26.00		\$0.00
Lodging	0	Nights x			\$85.00	/ Night			\$0.00
Miscellaneous cost (printing, etc)									\$50.00
DIRECT EXPENSE SUBTOTAL:									\$1,450.00

TOTAL COSTS:	\$38,500.00
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**Billing Rates
Westfield
Master Rate Sheet
- Resolution Group, Inc (WBE/DBE) -**



CLASSIFICATION	AVG PER CLASSIFICATION 2025 (L)	Overhead % 160.00% (OH)	Labor Plus Overhead (L)+(OH)	Profit % 15.00% (P)	Capital Cost of Money 0.56% (FCCM)	2025 Rates 0.00%
Project Management						
Sr. Project Manager	\$79.52	\$127.24	\$206.76	\$31.01	\$0.45	\$238.22
Project Manager	\$68.83	\$110.13	\$178.97	\$26.85	\$0.39	\$206.20
Project Admin	\$34.66	\$55.45	\$90.10	\$13.52	\$0.19	\$103.81
Engineering						
Project Engineer	\$76.03	\$121.65	\$197.69	\$29.65	\$0.43	\$227.77
Senior Engineer	\$52.88	\$84.61	\$137.49	\$20.62	\$0.30	\$158.41
Engineer III	\$50.51	\$80.81	\$131.31	\$19.70	\$0.28	\$151.29
Engineer II	\$41.90	\$67.03	\$108.93	\$16.34	\$0.23	\$125.50
Engineer I	\$35.52	\$56.82	\$92.34	\$13.85	\$0.20	\$106.39
Principal Cadd Designer	\$50.44	\$80.70	\$131.13	\$19.67	\$0.28	\$151.08
Sr. Designer/CADD	\$45.00	\$72.00	\$117.00	\$17.55	\$0.25	\$134.80
Cadd Technician	\$24.40	\$39.04	\$63.44	\$9.52	\$0.14	\$73.09
Intern	\$20.50	\$32.80	\$53.30	\$8.00	\$0.11	\$61.41
Utility Coordination						
Sr. Utility Coordinator	\$45.00	\$72.00	\$117.00	\$17.55	\$0.25	\$134.80
Utility Coordinator	\$24.40	\$39.04	\$63.44	\$9.52	\$0.14	\$73.09
Land Survey/ROW						
Project Surveyor	\$78.93	\$126.29	\$205.22	\$30.78	\$0.44	\$236.44
Survey Crew Chief	\$39.20	\$62.73	\$101.93	\$15.29	\$0.22	\$117.44
Survey Specialist	\$29.59	\$47.35	\$76.94	\$11.54	\$0.17	\$88.65
Construction Inspection						
Resident Project Representative	\$39.80	\$63.67	\$103.47	\$15.52	\$0.22	\$119.21
Construction Inspector	\$37.59	\$60.14	\$97.73	\$14.66	\$0.21	\$112.60
Environmental/Stormwater						
Certified Stormwater Specialist	\$62.69	\$100.30	\$162.99	\$24.45	\$0.35	\$187.78
Environmental Scientist III	\$45.17	\$72.26	\$117.43	\$17.61	\$0.25	\$135.30
Environmental Scientist II	\$33.99	\$54.38	\$88.37	\$13.26	\$0.19	\$101.82
Environmental Scientist I	\$28.49	\$45.58	\$74.06	\$11.11	\$0.16	\$85.33

I certify that the hourly rates for each employee above are accurate and correct as of 01/01/2025.

Dawn M Replogle, PE
Principal, Resolution Group, Inc.

STATEMENT OF WORK

This Statement of Work("SOW") is effective as of March 1, 2025 (the "SOW Effective Date") and is entered into by and between eimage technology group, inc. ("eimage") and City of Westfield ("Customer") (collectively, the "Parties"). This SOW is made pursuant to the Master Services Agreement between the Parties dated as of February 29, 2024 (the "Agreement") and is hereby made a part of and incorporated into the Agreement. The terms and conditions of the Agreement shall govern this SOW, and to the extent that any provision of this SOW contradicts or is inconsistent with the Agreement, such terms of the Agreement shall control unless the Agreement expressly allows for this SOW to control. The purpose of this SOW is to describe the Services and obligations more fully to be performed under the Agreement. Unless otherwise defined herein, capitalized words that appear in this SOW are defined in the Agreement.

1. Services

eimage will provide support, maintenance, configuration, customization, and training services for the City of Westfield's Microsoft Dynamics, ADX and IPM systems as needed. eimage will perform tasks specifically as requested by the City, managed by a single point of contact for coordination and communication. eimage will identify appropriate staff resources to assist the City based on the nature of requests.

Priority Support Hours: Of the estimated 80 hours per month of support, up to 10 hours per month will be set aside for immediate use without requiring task-based approval by Chris Larsen. This allows priority support tasks to be completed in a timely basis in Chris's absence by designated City staff, without necessitating his explicit approval. Hours of this nature utilized without explicit approval will be detailed in regular status updates.

Support Level Agreement: Two levels of support requests are covered in this SOW- High and Normal. The City can indicate the level of support request by including the level in the specific request. Unless otherwise indicated, requests will be treated as Normal level. eimage agrees to acknowledge the request via email and provide follow up within the timeframe outlined in the Response Time column in the table below. Follow up may or may not include the following: next status update timeline, initial root cause analysis, resolution path and resolution time line. Note that Response Time does not guarantee the timeline for issue resolution. eimage will provide timelines for resolution at the conclusion of root cause analysis. Response Times are in effect Monday through Friday from 8am Eastern to 5pm Eastern, except for the following scheduled holidays:

New Year's Day	MLK Jr. Day	President's Day	Memorial Day
Independence Day	Labor Day	Thanksgiving Day	
	Day after Thanksgiving Day	Christmas Day	



Level	Response Time	Description
High	< 2 hours	Critical Outages, unavailable or unresponsive applications
Normal	< 24 hours	Normal scheduled changes or releases

2. Estimated Total Fees

Description	Est. Annual Hours	Rate	Est. Total
Technical Support Services	940 hours	\$145/hr.	\$136,300

3. Fees and Invoicing Schedule

Time & Materials. Fees shall be based on time and materials charged at the rate of \$145.00/hour for services performed. Invoices shall be issued monthly. eimage will invoice Customer up to, but not to exceed, the total cost of this agreement, \$136,300, without prior authorization. If additional hours and funding are needed within the agreed timeframe, they may be added upon a fully executed Change Order.

Minimum Monthly Utilization. Customer agrees to a minimum utilization level of 60 hours per month throughout the duration of this SOW. If the actual utilization falls below the agreed minimum utilization level, Customer agrees to pay eimage for the minimum utilization level as specified in this SOW.

Maximum Monthly Utilization. It is estimated that approximately 80 hours of support services will be worked per month. eimage agrees not to exceed 90 hours per month throughout the duration of this SOW without prior written agreement by both Parties.

4. Term

This SOW will be in effect for a period of 12 months, starting from its effective date.

5. Non-Discrimination

eimage 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.

6. E-Verify

Under Ind. Code § 22-5-1.7-11, eimage is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. eimage 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. eImagine affirms that it does not knowingly employ an unauthorized alien. eImagine further affirms its enrollment in the E-Verify program and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

The individual signing this SOW on each party's behalf represents and warrants that (i) he or she has authority to enter into this SOW, and (ii) the party is not prevented by any condition, whether contractual or otherwise, from entering into this SOW or from performing its rights and obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this SOW as of the SOW Effective Date stated above.

eImagine

City of Westfield

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 26th day of February, 2025, by and between City of Westfield (“Contracting Party”) and Indiana Sign & Barricade, 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: Various locations in Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start as soon as March 10th, 2025 and completed by September 12th, 2025 (the “Completion Date”).
 - (d) Purchase Price: Two Hundred Seventy-Five Thousand One Hundred Eighty-Seven Dollars and 45/100, \$275,187.45 (see Proposal dated 02.07.2025 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$250.00 per day for each day work is not complete after the specified completion dates.
 - (f) 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.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. Contract and Specifications for 2025 Pavement Striping Project, dated January 20, 2025 inclusive of all sections and appendixes.

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

(h) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Chad Mills
2706 East 171st Street
Westfield, Indiana 46074

cdmills@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:

Indiana Sign & Barricade, Inc.
5240 East 25th Street
Indianapolis, IN 46218

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	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

Liability Insurance may be 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

Indiana Sign & Barricade, Inc.
5240 East 25th Street
Indianapolis, IN 46218

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.

2025 PAVEMENT STRIPING PROJECT

City of Westfield, Indiana

- ❑ 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.

2025 PAVEMENT STRIPING PROJECT

City of Westfield, Indiana

❑ 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 02/07/2025



Indiana Sign & Barricade, Inc.
is a Certified DBE/WBE

5240 E. 25th Street
Indianapolis, IN 46218
317-377-8000
317-377-8008
www.IndianaSB.com

Contract No: City of Westfield 2025 Pavement Striping Project
Quote Number: ISB-250207Quote 2
Location: Various Roads Westfield
Letting Date: February 7, 2025
Completion Date: September 12, 2025

Submitted by: Colin O'Keefe
Cell Phone: 317-292-3618
cokeefe@IndianaSB.com

Page 1 of 1

ITEM #	INDOT Item	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	110-01001	Mob and Demob - ISB	1.00	LUMP	13,040.00	13,040.00
2	801-06775	MOT - Partial - See Note 4	1.00	LUMP	16,272.00	16,272.00
3	808-06714	Line Paint Solid Yellow 4 IN	399,013.00	LF	0.16	63,842.08
4	808-06712	Line Paint Broken Yellow 4 IN	2,846.00	LF	0.46	1,309.16
5	808-06713	Line Paint Solid White 4 IN	392,182.00	LF	0.16	62,749.12
6	808-06711	Line Paint Broken White 4 IN	1,723.00	LF	0.46	792.58
7	808-75007	Line Paint Solid White 6 IN	150.00	LF	0.22	33.00
8	808-75100	TM Paint Crosswalk White 6 IN	998.00	LF	1.54	1,536.92
9	808-06716	Line Remove	500.00	LF	2.10	1,050.00
10	808-75245	Line Thermo Solid Yellow 4 IN	23,369.00	LF	0.48	11,217.12
11	808-06703	Line Thermo Solid White 4 IN	22,060.00	LF	0.48	10,588.80
12	808-06701	Line Thermo Broken White 4 IN	416.00	LF	0.93	386.88
13	808-75043	Line Thermo Solid White 6 IN	234.00	LF	0.69	161.46
14	808-96075	Line Thermo Broken White 6 IN	125.00	LF	1.35	168.75
15	808-75247	Line Thermo Solid Yellow 6 IN	270.00	LF	0.71	191.70
16	808-11691	Line Thermo Broken White 12 IN	130.00	LF	8.18	1,063.40
17	808-75320	PMM Thermo Lane Ind Arrow	144.00	EA	151.00	21,744.00
18	808-75325	PMM Thermo Word ONLY	61.00	EA	203.00	12,383.00
19	808-75330	PMM Thermo PED XING	8.00	EA	350.00	2,800.00
20	808-03439	TM Thermo Crosswalk White 24 IN	4,410.00	LF	8.23	36,294.30
21	808-75297	TM Thermo Stop Line White 24 IN	1,216.00	LF	8.23	10,007.68
22	808-11698	TM Thermo Yield Line White 27 IN	438.00	LF	17.25	7,555.50
					Total:	\$ 275,187.45

Amy L. Zakutansky
Amy L. Zakutansky, President

Date: February 7, 2025

Accepted: _____
Printed Name: _____
Company Name: _____

Date: _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): February 7th, 2025

1. Governmental Unit (Owner): City of Westfield, Westfield Public Works Department
2. County : Hamilton County
3. Bidder (Firm): Indiana Sign & Barricade, Inc
Address: 5240 E 25th Street
City/State/ZIPcode: Indianapolis, IN 46218
4. Telephone Number: 317-377-8000
5. Agent of Bidder (if applicable): Gibson Insurance

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2025 Pavement Striping

(Governmental Unit) in accordance with plans and specifications prepared by Repro Graphix and dated January 20th, 2025 for the sum of

two hundred seventy five thousand one hundred eighty seven and 45/100 \$ 275,187.45

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Westfield

Bidder (Firm) Indiana Sign & Barricade, Inc

Date (month, day, year): February 7th, 2025

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,759,353.46	Pavement Marking	12/24	Indianapolis Public Transportation Corp
437,776.31	Pavement Marking	8/24	City of Indianapolis DPW
102,282.84	Pavement Marking	11/24	City of Indianapolis DPW
83,742.89	Pavement Marking	6/24	City of Franklin

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
574,240.30	Traffic Control and PM	6/22	Citizens Energy Group, Indianapolis 46202
343,380.41	Traffic Control and PM	12/24	City of Indianapolis DPW
336,979.53	Traffic Control and PM	6/23	City of Indianapolis DPW
320,889.25	Traffic Control and PM	7/23	Indianapolis Public Transportation Corp

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Milestone Contractors, Ryan Whitaker, (812) 341-6630

Dave O'Mara Contractors, Jon Wick, (812) 592-4440

Calumet Civil, Jeremy Casey, (765) 490-7357

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Ad per plans and spec

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

There are no Subcontractors

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

N/A

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Long Line Paint or Thermo Truck

Follow Truck / Crash Truck (TMA)

Retroreflector

Waterblaster Truck

Pick Up Trucks / Stake Beds

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 7th day of February, 2025

Indiana Sign & Barricade, Inc

(Name of Organization)

By

Amy Zakutansky

Amy Zakutansky, President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Marion)

Before me, a Notary Public, personally appeared the above-named Amy Zakutansky and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 7th day of February, 2025

Heather R. Biddle

Notary Public

My Commission Expires: 06/26/2026

County of Residence: Madison



BID OF

Indiana Sign & Barricade, Inc. (Contractor)

5240 East 25th Street (Address)

Indianapolis, IN 46218

FOR

PUBLIC WORKS PROJECTS

OF

City of Westfield, DPW

2706 East 171st Street

Westfield, IN 46074

Filed February 7th, 2025

Action taken _____

SUBCONTRACTOR UTILIZATION FORM

This report must accompany and be part of the sealed Quote.

1. Name of Quoter: N/A

2. Address Quoter: _____

City State Zip Phone

3. The above-named Quoter intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor that the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontract</u>
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
A. Total of Above		<u>0.00</u>
B. Total Quote Amount		_____

Subcontractor Utilization as a % of Total Quote Amount: $(A/B \times 100)$

N/A
Name-Authorized Officer of Quoter

Signature-Officer Quoter

Date

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

The Contractor acknowledges receipt of the following addenda which are hereby made part of the Construction Contract, as fully and effectually as if copied and set out herein in full:

<u>ADDENDUM No.</u>	<u>SIGNATURE</u>	<u>DATE</u>
<u>Addendum 1</u>		<u>2/7/2025</u>

Contractor (Quoter): Indiana Sign & Barricade, Inc.
Address: 5240 East 25th Street
Indianapolis, IN 46218

By: Amy Zakutansky (Signature)
Name: Amy Zakutansky (Printed)
Title: President (Printed)

AFFIRMATIVE ACTION STATEMENT

I hereby certify that the hiring practices of this firm conform to the requirements of IC-5-16-6-1 and other anti-discriminatory requirements as may be in force from time to time.

Verification

I hereby swear, under the penalties of perjury, that I have read the above and it is true to the best of my knowledge and belief.

By:

Amy Zakutansky
(Signature)

Amy Zakutansky
(Printed)

President
(Title)

STATE OF Indiana)
) SS
COUNTY OF Marion)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this day of, February 7th, 2025.

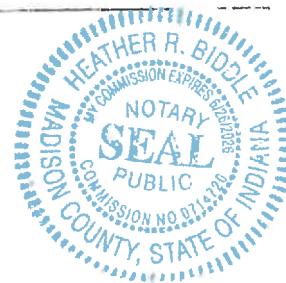
(Sign) Heather R. Biddle

(Print) Heather R. Biddle

County of Residence Madison

My Commission Expires:

06/26/2026



E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with Johnson County, Indiana ("the County") is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the County, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Contractor: Indiana Sign & Barricade, Inc.
By (Written Signature): Amy Zakutansky
Printed Name: Amy Zakutansky
Title: President

Important: Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
) ss:
COUNTY OF Marion)

Subscribed and sworn to before me this 7th day of February, 2025

Heather R. Biddle
Signature

Heather R. Biddle
Printed Name

My Commission Expires: 06/26/2026

Residing in Madison County, State of Indiana



LEGAL STATUS OF BIDDER

This Bid is submitted in the name of:

Firm Name: Indiana Sign & Barricade, Inc.

The undersigned hereby designates below his/her business address to which all notices, directions or other communications may be served or mailed:

Street: 5240 East 25th Street

City: Indianapolis

State: Indiana

Zip Code: 46218

The undersigned hereby declares that he/she has legal status checked below:

() INDIVIDUAL

() INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

() CO-PARTNERSHIP (The Assumed name of the partnership is registered in the County of _____, Indiana

(☒) CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF Indiana. The Corporation is:

(☒) LICENSED TO DO BUSINESS IN INDIANA

() NOT NOW LICENSED TO DO BUSINESS IN INDIANA

The name, title, and home address of all persons who are officers or partners in the organization are as follows:

NAME and TITLE

HOME ADDRESS

Amy Zakutansky, President

5240 East 25th Street, Indianapolis, IN 46218

Tim McNelis, Operations Manager

5240 East 25th Street, Indianapolis, IN 46218

Signed and Sealed this 7th day of February, 2025

By:

Amy Zakutansky
(Signature)

Amy Zakutansky

(Printed)

President

(Title)



Indiana Sign & Barricade, Inc.
5240 East 25th Street
Indianapolis, IN 46218
P) 317-377-8000
F) 317-377-8008
www.indianasb.com

Supervisors List

Amy Zakutansky, President
317-377-8000
azakutansky@indianasb.com

Randy Rhine, Operations Manager
317-377-8000
rrhine@indianasb.com

Tim McNelis, Operations Manager
317-377-8000
tmcnelis@indianasb.com

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

June 14, 2024

TO

INDIANA SIGN & BARRICADE INC

INDIANAPOLIS, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid June 14, 2024 Thru April 30, 2025

Aggregate Bidding Capacity:	186,695,000.00
0300 TRAFFIC CONTROL: SIGN INSTALLATION EXCEPT TRUSS.....	\$10,000,000.00
0405 WATER BLASTING.....	\$2,000,000.00
E(D) TRAFFIC CONTROL: SIGN INSTALLATION.....	\$99,999,999.00
E(G) TRAFFIC CONTROL: PAVEMENT MARKINGS.....	\$99,999,999.00



PREQUALIFICATION ENGINEER



COMMISSIONER

State Form 20508 (R3 / 5-05)

BID BOND FORM

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Indiana Sign & Barricade, Inc.

5240 E 25th Street

Indianapolis, IN 46218

SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland

300 S Riverside Plaza, Suite 2100

Chicago, IL 60606

OWNER (Name and Address):

City of Westfield, Department of Public Works

2706 East 171st Street

Westfield, IN 46074

BID February 7, 2025

Project (Brief Description Including Location):

2025 Pavement Striping Project

BOND

Bond Number:

Date (Not later than Bid due date): February 7, 2025

Penal sum Five Percent of the Total Bid

(Words)

(5% of Total Bid)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

(Seal
)

Indiana Sign & Barricade, Inc.

Bidder's Name and Corporate Seal

By: Amy Zakutansky
Signature and Title Amy Zakutansky, President

Attest: Heather R. Biddle
Signature and Title Heather R. Biddle Contract Administrator

SURETY

Fidelity and Deposit Company of Maryland
Surety's Name and Corporate Seal

By: Jennifer L. Kasznia
Signature and Title Jennifer L. Kasznia, Attorney-in-Fact
(Attach Power of Attorney)

Attest: Pamela S. Higginbotham
Signature and Title Pamela S. Higginbotham, Secretary

Note: Above addresses are to be used for giving required notice.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William J. CERNEY, III, Nicole L. BICKNELL, Jennifer L. KASZNIA, Pamela S. HIGGINBOTHAM, Megan E. RIESENBERG, Faith D. HUNT, Mark E. WOBBE, Barbara E. PEARSON, and Theresa M. BURNS, of South Bend, Indiana, Sandra L. JUNK, and Jordan M. SCHEIBER, of Fort Wayne, Indiana and Wesley L. MANTOOTH, and Lisa M. THOMAS, of Indianapolis, Indiana**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons .

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of September, A.D. 2021.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 17th day of September, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of February, 2025.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

**2025 Pavement Striping Project
WESTFIELD, INDIANA**

ADDENDA NO. 1

DATE: February 05, 2025

To All Plan Buyers of Record:

The following items have been included:

- Amendment of Section 3 Proposal
- Questions and Answers to Contractor Questions

Should you desire to submit a bid, please do so on the basis of the information set out above.

Chad Mills
City of Westfield
Email: cdmills@westfield.in.gov
Phone: 317-439-6602

**PLEASE ACKNOWLEDGE THIS CONTRACT ADDENDA IN THE CONTRACT
DOCUMENTS WITHIN THE PROPOSAL BEFORE SUBMITTING YOUR BID.**

Amendment of Section 3 Proposal

Delete paragraph six (6) of Section 3, Page 1 “Proposal”. Bidders shall follow guidance in Section 1 “Advertisement for Bids” and Section 2 “Instructions to Bidders” and mail sealed quotes.

Questions and Answers to Contractor Questions

Q: Will the City require reflective testing?

A: No

Q: Will the City require all durable longline pavement markings to have Wet Reflective Optics?

A: No

Q: Is it permissible to use thermoplastic trucks to perform longline thermoplastic work?

A: Yes

Q: Is it permissible to stripe on top of existing pavement markings?

A: Yes

Q: Have any of the permanent patterns for markings changed? Will the contractor need to layout any new patterns?

A: The City is not currently aware of any major traffic pattern changes in areas that will receive new pavement markings. There may be small isolated areas of revised pavement markings, but the project will be comprised of primarily refreshing existing striping.

Q: Are all the streets ready to be striped?

A: Yes. However, consideration should be given to avoiding work around the Grand Park area during peak use times (Thursday through Sunday from May through August)

Q: Does the City require Professional Liability Insurance for this project as indicated in the example Contract for Goods & Services shown in Section 4?

A: No

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2025 Pavement Striping Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2025 Pavement Striping Project, hereinafter referred to as the “Project”;

WHEREAS, Indiana Sign & Barricade, 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:

Printed Name:

Signature:

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 Indiana Sign & Barricade, 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:

Johnathon Nail, 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:	2025 Pavement Striping Project
Westfield Project Number:	2510005
Westfield Project Manager:	Chad Mills
Westfield PO Number:	

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!



Board of Works
Nick Barbknecht
Chuck Lehman
Scott Willis

Clerk Treasurer
Marla Ailor

To: Westfield Board of Public Works & Safety

Date: February 26, 2025

Re: Action Item-Signing Authority
2025 Concrete Street Patching 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 Concrete Street Patching Project. Quotes for the project are due by February 28th, 2025. All quote documents will be reviewed for proper compliance. Per state statute 105 IAC 11-3-14, the award of a contract will be made to the lowest and best responsible and qualified bidder whose proposal bid complies with all the requirements prescribed in the proposal form, provided the sum is not greater than five percent (5%) above the engineer's estimate.

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

RESOLUTION NO. 25-104 2025

**A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS
AND SAFETY ADOPTING A WRITTEN POLICY ESTABLISHING THE
PROCEDURES THAT APPLY TO A MEMBER'S PARTICIPATION IN A BOARD
MEETING BY ELECTRONIC MEANS OF COMMUNICATION**

WHEREAS, the City of Westfield, Indiana ("City") is a duly formed municipal corporation;

WHEREAS, Ind. Code § 5-14-1.5-3.5 allows Board of Public Works and Safety ("Board") members to participate in Board meetings by electronic means of communication in specific circumstances and pursuant to specific procedures, and requires the Board to adopt a written policy establishing the procedures that apply to a Board member's participation in a meeting by an electronic means of communication; and

WHEREAS, the Board desires to comply with the statutory requirements and adopt the required written policy.

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 reference.

Section 2. The provisions of Ind. Code § 5-14-1.5-3.5 apply to this Resolution.

Section 3. This Resolution shall be known as the "Electronic Meetings Policy", and it shall apply to all meetings of the City of Westfield Board of Public Works and Safety.

Section 4. (a) Subject to subsections (b) through (i) below, a Board member may participate in a meeting by any electronic means of communication that (i) allows all participating members of the Board to simultaneously communicate with each other, and (ii) other than a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting.

(b) A Board member who participates in a meeting by an electronic means of communication (i) shall be considered present for the purposes of establishing a

quorum, and (ii) may participate in any final action taken at the meeting only if the Board member can be seen and heard.

(c) A technological failure, as defined in Ind. Code § 5-14-1.5-3.5(c), does not prevent the Board from conducting a meeting or affect the validity of actions taken if the sum of the Board members physically present at the meeting and the Board members participating by electronic communication without technological failure satisfy the quorum and (if final action is taken) the voting requirements of the Board.

(d) The memoranda prepared under Ind. Code § 5-14-1.5-4 must include the information required by Ind. Code § 5-14-1.5-3.5(e).

(e) All votes taken during a Board meeting conducted under the Electronic Meeting Policy must be taken by roll call vote.

(f) At least 50% of the Board members must be physically present at each meeting.

(g) A Board member may not attend more than 50% of the Board meetings in a calendar year by means of electronic communication, unless such participation is due to (i) military service, (ii) illness or other medical condition, (iii) death of a relative, or (iv) an emergency involving actual or threatened injury to persons or property.

(h) A Board member may not participate in a Board meeting by electronic communication if the Board is attempting to take final action to (i) adopt a budget, (ii) make a reduction in personnel, (iii) initiate a referendum, (iv) establish or increase a fee, (v) establish or increase a penalty, (vi) use eminent domain authority, or (vii) establish, raise or renew a tax.

(i) A Board member may attend two consecutive meetings by electronic communication, and shall physically attend at least one meeting between each set of two meetings that he or she attends by electronic communication, unless the absence is due to (i) military service, (ii) illness or other medical condition, (iii) death of a relative, or (iv) an emergency involving actual or threatened injury to persons or property.

Section 5. If the governor declares a disaster emergency and/or the executive of the City declares a local disaster emergency, the provisions of Ind. Code § 5-14-1.5-3.7 shall apply.

Section 6. Should any part of this Resolution be found in direct conflict with the terms of Ind. Code § 5-14-1.5-3.5, as may be updated or revised from time to time, the terms of Ind. Code § 5-14-1.5-3.5 shall prevail.

Section 7. This Resolution is effective upon passage.

ADOPTED and PASSED this ____ day of February, 2025.

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

President Nick Barbknecht

Mayor Scott A. Willis

Chuck Lehman

ATTEST:

RESOLUTION NO. 24-105 2025

**A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND
SAFETY ACCEPTING A DONATION 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;

WHEREAS, pursuant to Ind. Code § 36-1-4-10, the City may “accept donations of money or other property and execute any documents necessary to receive money or other property from the state or federal government or any other source”;

WHEREAS, the Downtown Westfield Community Development Corporation (the “DWCDC”) is nonprofit corporation organized and operating pursuant to the provisions of the Indiana Nonprofit Act of 1991, as amended;

WHEREAS, the DWCDC owns a portion of the real estate identified as Parcel No. 29-05-25-000-054.002-025 in Westfield, Indiana, further described in *Exhibit A* hereto (the “Real Estate”);

WHEREAS, DWCDC has agreed to donate the Real Estate to the City for the purpose of allowing the City to assemble land on which to construct a new Fire Station to serve the public safety needs of its residents; and

WHEREAS, the City has determined that it is now in the best interests of the City to accept the DWCDC’s donation of the Real Estate to prepare for construction of a new Fire Station.

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 hereby accepts the donation of the Real Estate from the DWCDC. The DWCDC will transfer the Real Estate to the City subject to the following

provision:

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

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

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 donation and 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 donation and transfer of the Real Estate and the other matters contemplated by this Resolution. A designee of the City 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 February, 2025.

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

President Nick Barbknecht

Mayor Scott A. Willis

Chuck Lehman

Attest:_____

EXHIBIT A

PART of Quitclaim Deed

Stephen R. & Nancy K. Roberts (H&W)

Instrument No. 9004360

Part of the Southeast Quarter of Section 25, Township 19 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana, being part of that 2.296 acre tract of land shown on the plat of an original boundary survey of said tract certified by Steven W. Reeves PLS #20400005 on December 8, 2023 as HWC Engineering project number 2023-345-S (all references to monuments and courses herein are as shown on said plat of survey), being more particularly described as follows:

COMMENCING at the northwest corner of said Southeast Quarter; thence North 88 degrees 51 minutes 55 seconds East (basis of bearing = Indiana State Plane Coordinate System - East Zone, Grid North) along the North line of said Quarter a distance of 697.30 feet, the following three (3) courses being along the easterly and northerly lines of a tract of land described in a deed recorded as Instrument No. 9004360 in the Office of the Recorder of said County; (1) thence South 00 degrees 15 minutes 06 seconds West 275.97 feet to the POINT OF BEGINNING; (2) thence North 88 degrees 51 minutes 55 seconds East parallel with said North line 300.00 feet; (3) thence South 00 degrees 15 minutes 06 seconds West 61.13 feet to a 5/8 inch rebar with yellow cap stamped "HWC Engineering Firm #0114" (hereafter referred to as "rebar"); thence North 89 degrees 44 minutes 54 seconds West a distance of 299.91 feet to a "rebar" ; thence North 00 degrees 15 minutes 06 seconds East a distance of 53.87 feet to the POINT OF BEGINNING. Containing 17,245 square feet, 0.396 acres, more or less.



February 26, 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:

- Meyer Najem Construction, LLC, Westfield Washington Schools Transportation Center, Towne Road North Extension & Drainage, Bond #K4188504A, \$4,348,151.27, Street/Curbs, Storm Sewer, Sidewalk, Trail, & Erosion Control
- Epcon Westfield, LLC, Courtyards of Westfield, Section 4, Bond #PB00155802470, \$27,148.00, Erosion Control
- Platinum Properties Management Company, LLC, Towns at Union, Bond #5856654, \$750,386.27, Storm Sewer & SSD Under Swales
- Platinum Properties Management Company, LLC, Towns at Union, Bond #5856650, \$75,065.10, Concrete Curb: Roll & Gutter Curb
- Platinum Properties Management Company, LLC, Towns at Union, Bond #5856652, \$77,374.05, ROW Asphalt Path: Subgrade Treatment, Stone & HMA, ADA Ramps
- Platinum Properties Management Company, LLC, Towns at Union, Bond #5856653, \$537,103.91, Asphalt Paving – Local Streets: Subgrade Treatment, Stone Base, Base HMA, Binder HMA, Intermediate HMA, Surface HMA, & Undercurb Subsurface Drains
- Platinum Properties Management Company, LLC, Towns at Union, Bond #5856651, \$143,784.17, Common Area Concrete Walks & Ramps
- Meyer Najem Construction, LLC, Graeter's Ice Cream, Bond #K41885063, \$27,843.20, ROW Improvements
- Meyer Najem Construction, LLC, Graeter's Ice Cream, Bond #K41885087, \$22,922.90, Erosion Control
- Epcon Cielo Ranch, LLC, Cielo Ranch Tree Clearing, Bond #2362736, \$101,908.91, Erosion Control

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:

- HighGround Westfield, LLC, HighGround 55+ Boutique Apartments, Bond #800145861, \$1,086,762.00, Storm Sewer, Paving, Curbs, Concrete, Erosion Control, Streets, Trail, & ROW
- Platinum Properties Management Company, Inc., Bordeaux Walk, Section 3, Bond #4172801, \$37,773.00, Erosion Control
- CalAtlantic Homes of Indiana, Coventry, Section 3, Bond #30066514, \$90,700.00, Erosion Control
- Midland Townhomes, LLC, Midland South, Bond & Rider #UCSX386X1612, \$104,438.40, ROW & Pavement
- Midland Townhomes, LLC, Midland South, Bond & Rider #UCSX386X1796, \$90,754.40, Storm Sewer
- Epcon Westfield, LLC, Courtyards of Westfield, Section 2, Bond #PO00155801724, \$62,466.77, Erosion Control
- Epcon Westfield, LLC, Courtyards of Westfield, Section 2, Bond #PO00155802035, \$234,087.15, Street/Curbs
- Epcon Westfield, LLC, Courtyards of Westfield, Section 2, Bond #PO00155802036, \$152,609.60, Storm Sewers
- Epcon Westfield, LLC, Courtyards of Westfield, Section 2, Bond #PO00155802038, \$29,003.16, Common Area Sidewalks
- Epcon Westfield, LLC, Courtyards of Westfield, Section 2, Bond #PO00155802037, \$50,585.11, 8' Asphalt Path
- Epcon Westfield, LLC, Courtyards of Westfield, Section 2, Bond #PO00155801865, \$82,534.42, 151st Street ROW
- Pride One Construction Services, LLC, Westfield Andover – Phase 1 (Redwood at Andover, Section 1), Bond #929549869, \$324,301.00, Storm Sewers, Erosion Control, ROW Asphalt Trails
- CND-Woods Robinson, LLC, Harvest Trail, Section 1, Bond #K41682206, \$275,581.00, Erosion Control
- CND-Woods Robinson, LLC, Harvest Trail, Section 1, Bond #024264492, \$1,176,102.68, Street & Curb
- CND-Woods Robinson, LLC, Harvest Trail, Section 1, Bond & Rider #024264494, \$117,243.77, Sidewalks
- CND-Woods Robinson, LLC, Harvest Trail, Section 1, Bond #024264495, \$14,567.30, Trail
- Pulte Homes of Indiana, LLC, Bent Creek Amenity Area, Bond #CMS344109, \$3,742.75, Erosion Control
- CCD Serenade, LLC, Serenade, Bond #LICX1211589, \$65,973.60, Passing Blister Along 161st Street

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:

- HighGround Westfield I, LLC, HighGround 55+ Boutique Apartments, Bond #800184480, \$98,796.50, Storm Sewer, Paving, Curbs, Concrete, Erosion Control, Streets, Trail, & ROW
- Midland Townhomes, LLC, Midland South, Bond & Rider #UCSX372X7690, \$6,180.40, Storm Sewer
- Midland Townhomes, LLC, Midland South, Bond & Rider #UCSX372X7689, \$9,494.40, ROW & Pavement
- Midwest Paving, LLC, Courtyards of Westfield, Section 2, Bond #30236934, \$7,503.13, 151st Street ROW
- Midwest Paving, LLC, Courtyards of Westfield, Section 2, Bond #30236936, \$21,280.65, Local Streets & Curb
- Atlas Excavating, Inc., Courtyards of Westfield, Section 2, Bond #1114386, \$13,873.60, Storm
- Epcon Westfield, LLC, Courtyards of Westfield, Section 2, Bond #PB00155802462, \$2,636.65, Common Area Sidewalk
- Midwest Paving, LLC, Courtyards of Westfield, Section 2, Bond #30236935, \$4,598.65, HMA Trail
- CND-Woods Robinson, LLC, Harvest Trail, Section 1, Bond #K41943610, \$25,053.00, Erosion Control
- Midwest Paving, LLC, Harvest Trail, Section 1, Bond #30235185, \$94,909.00, Stone, HMA Intermediate, HMA Surface (Streets), Stone, HMA Surface (Path)
- Sitecrete, LLC, Harvest Trails, Section 1, Bond #30235617, \$22,531.37, Residential/Curbs & Walks

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:

- Epcon Westfield, LLC, Courtyards of Westfield, Section 1, Bond #PB00155802359, \$8,261.96, Erosion Control

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 Report
January 2025 Report**

Contact: Fire Chief

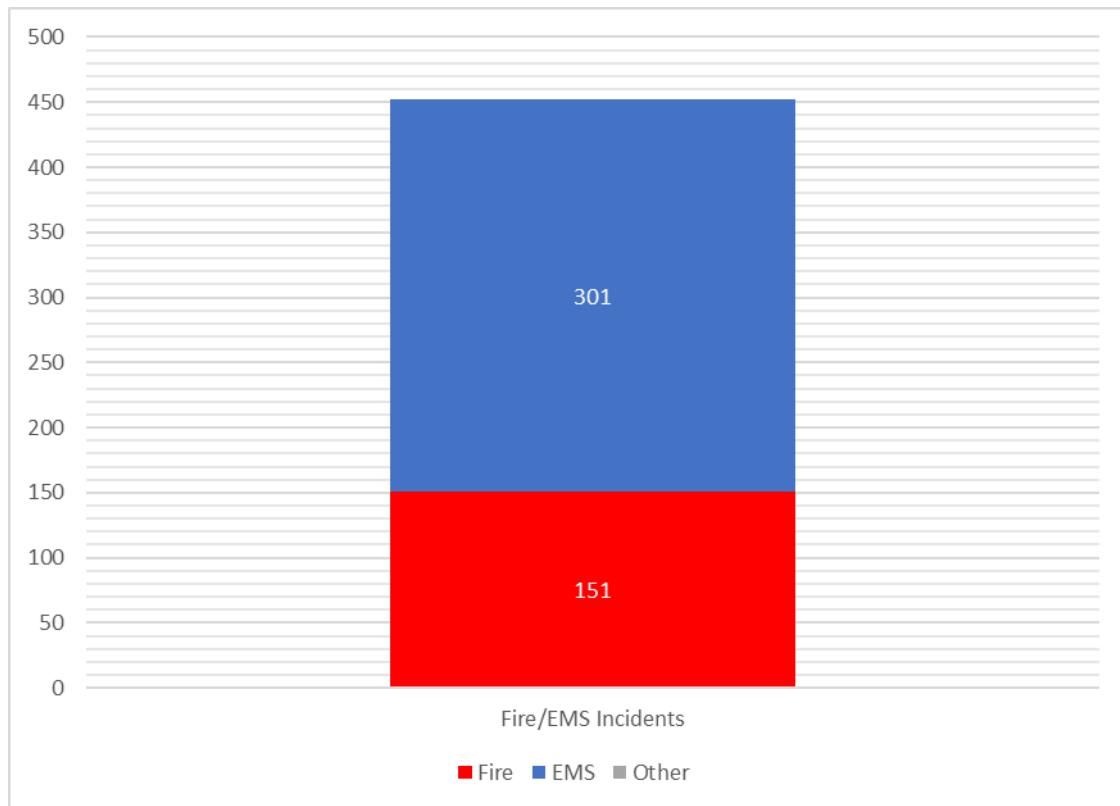
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire January 2025 Incident Statistics

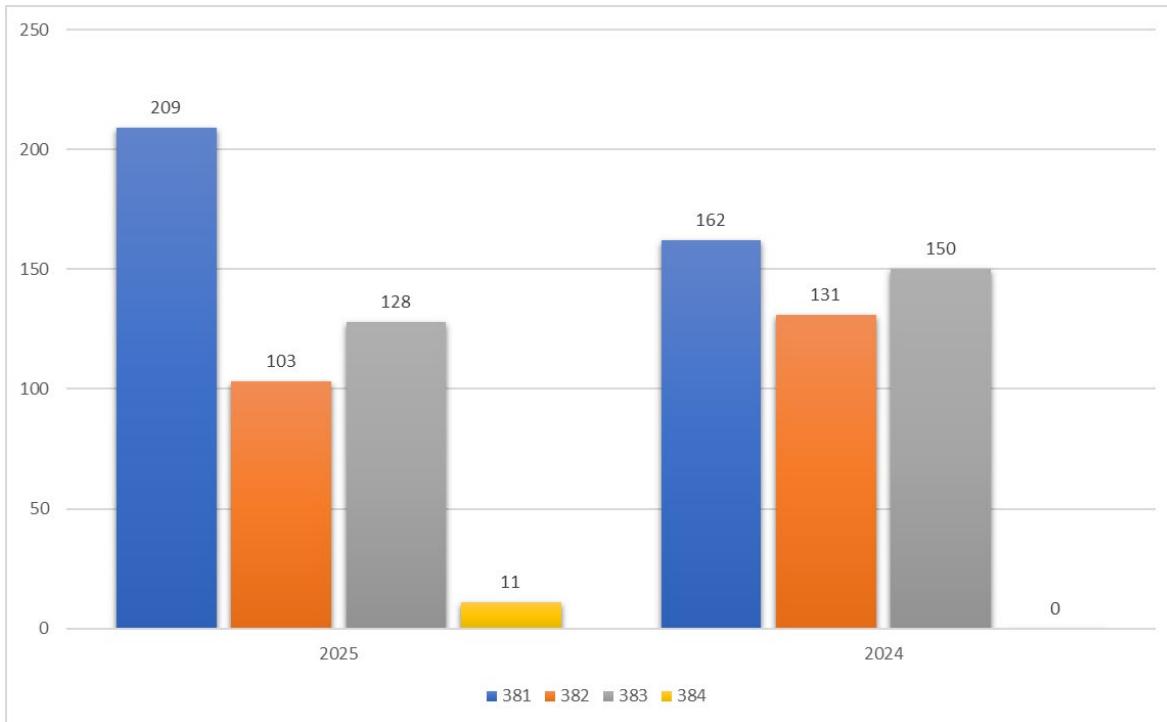


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	301	67%
Fire	151	33%
Other	0	0%
Total:	452	

Average 15.07 response per day. Average turnout time 1:13. And a total of 1052 apparatus response.



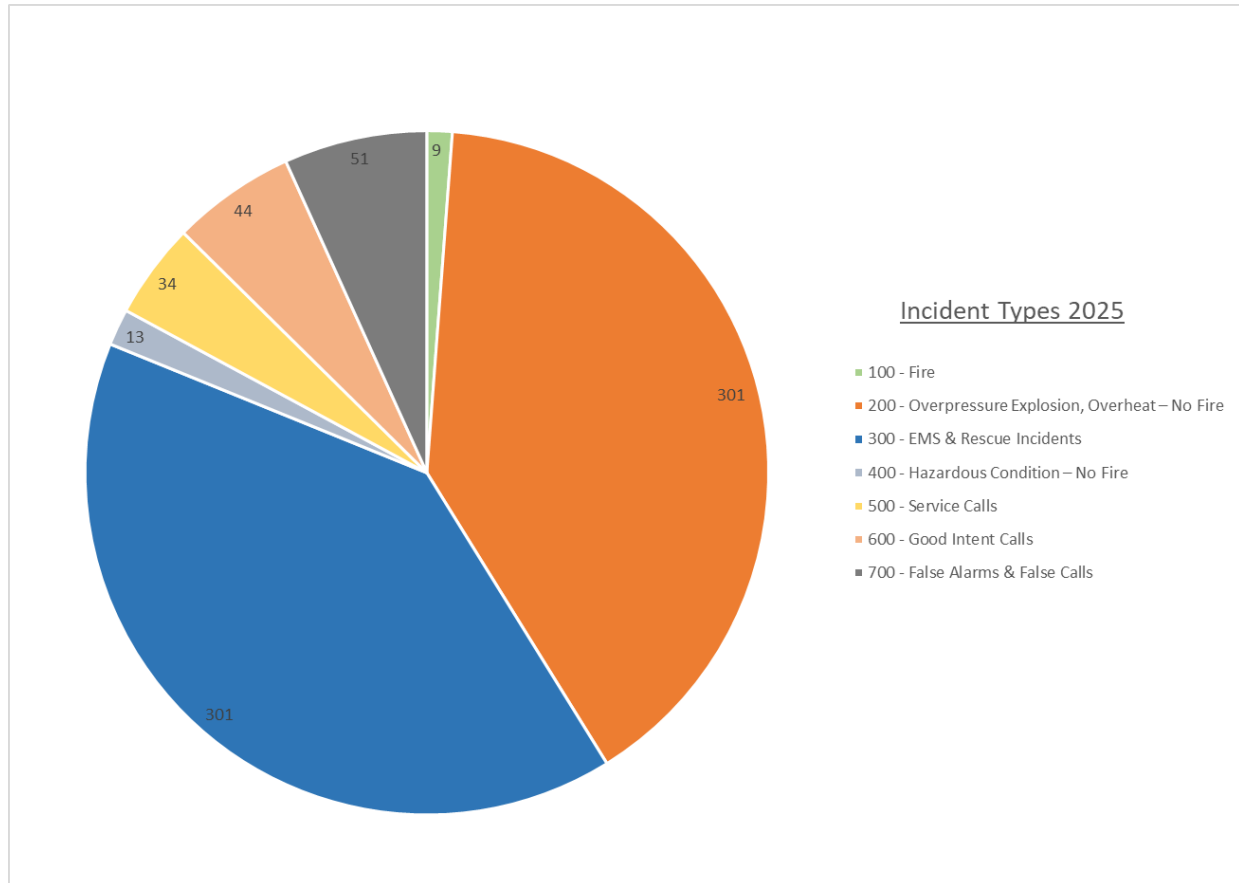
Westfield Fire January 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	209	162	47	22%
382	103	131	-28	-27%
383	128	150	-22	-17%
384	11	0	11	100%



Westfield Fire January 2025 Incident Statistics

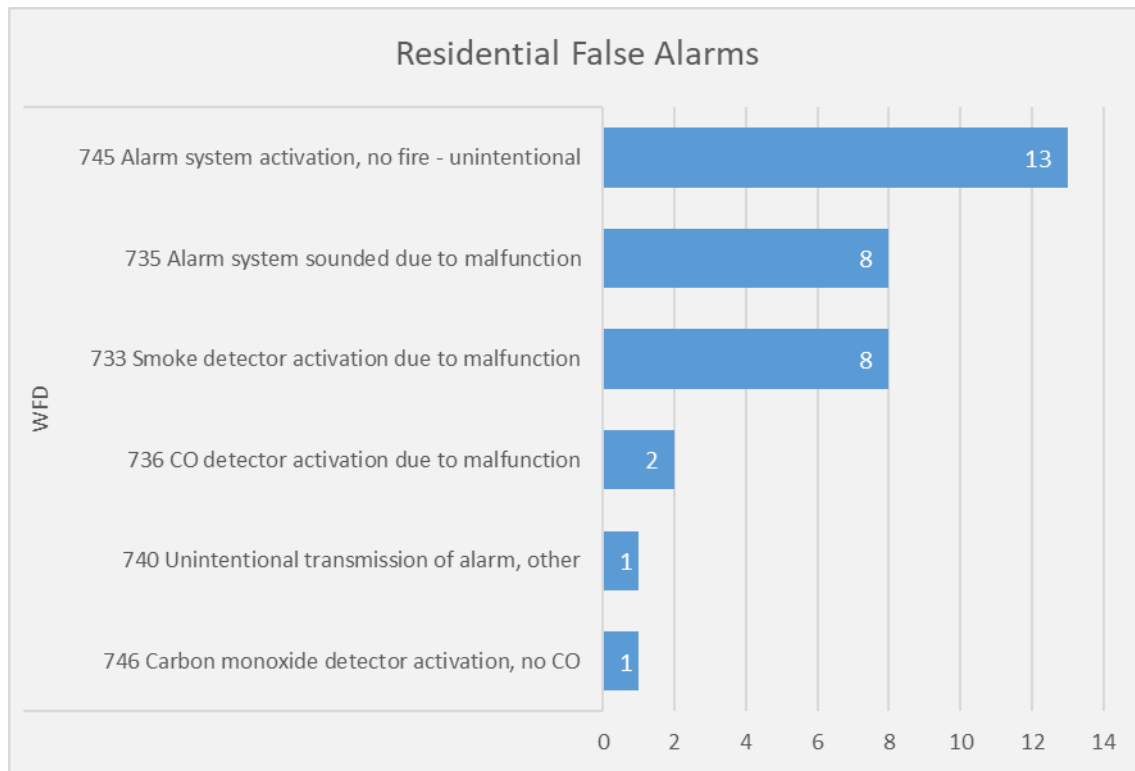


Incident Type	Count	Percent of calls
100 - Fire	9	1%
200 - Overpressure Explosion, Overheat – No Fire	301	40%
300 - EMS & Rescue Incidents	301	40%
400 - Hazardous Condition – No Fire	13	2%
500 - Service Calls	34	5%
600 - Good Intent Calls	44	6%
700 - False Alarms & False Calls	51	7%



Westfield Fire January 2025 Incident Statistics

False Alarm Calls

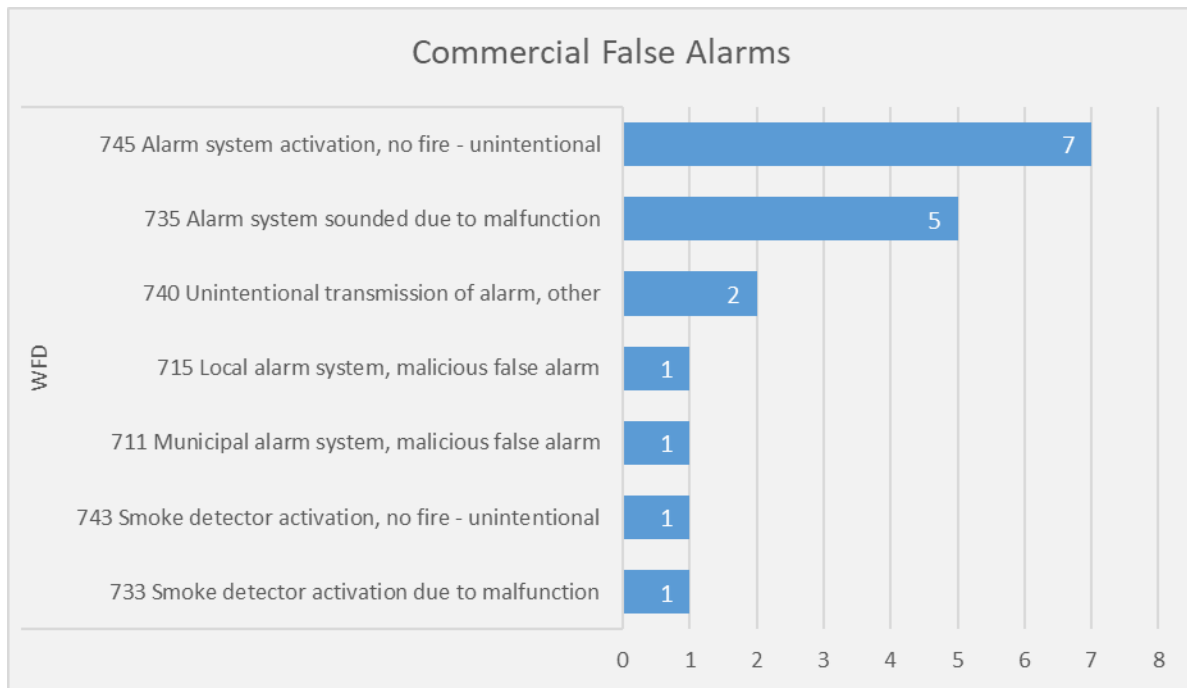


33 Residential Alarms



Westfield Fire January 2025 Incident Statistics

False Commercial Fire Alarm Calls

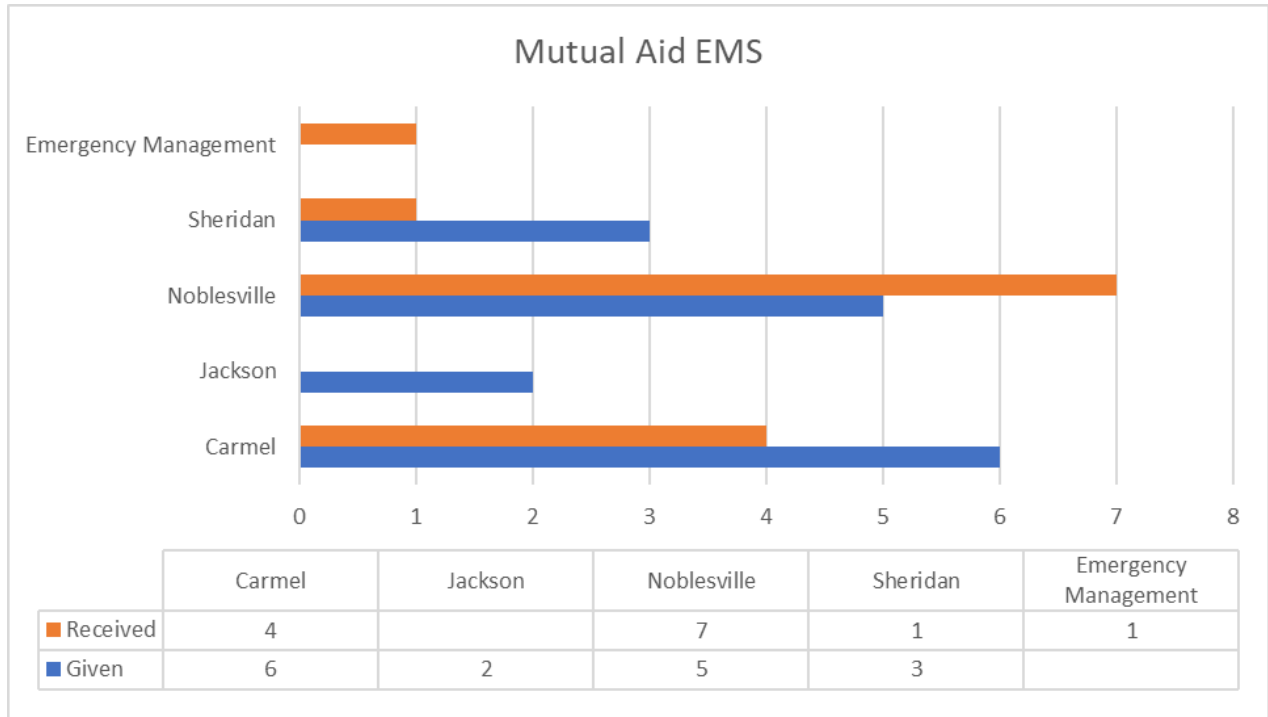


18 Commercial False Alarms



Westfield Fire January 2025 Incident Statistics

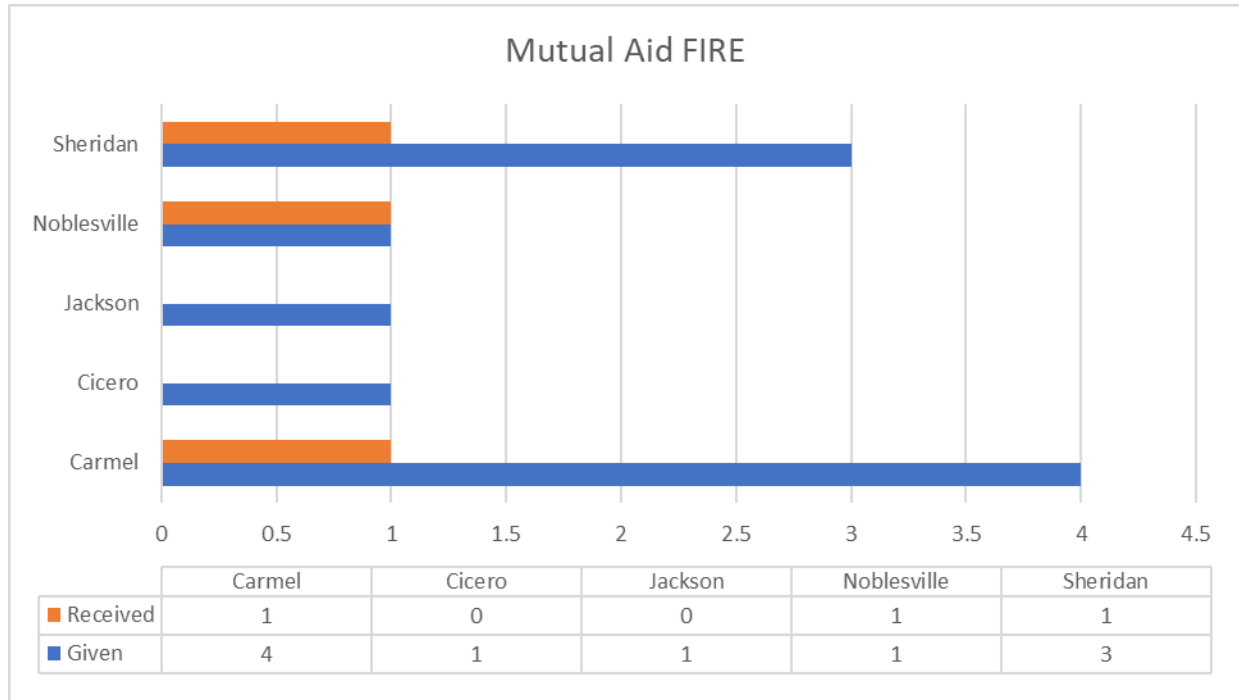
Mutual Aid data
EMS





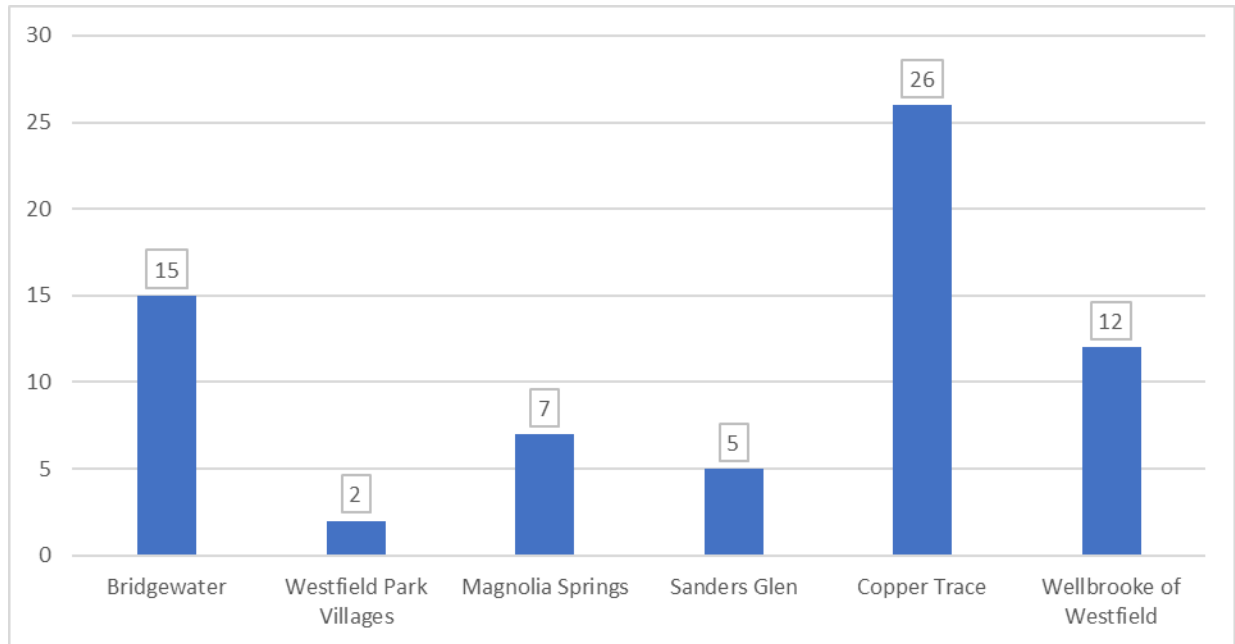
Westfield Fire January 2025 Incident Statistics

Mutual Aid Data Fire Incidents

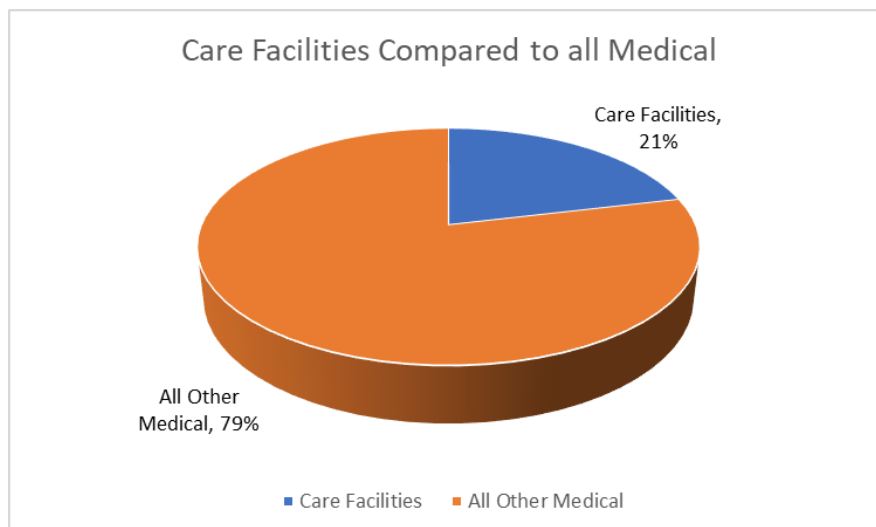




Westfield Fire January 2025 Incident Statistics



Care Facilities	Incident Totals
Bridgewater	15
Westfield Park Villages	2
Magnolia Springs	7
Sanders Glen	5
Copper Trace	26
Wellbrooke of Westfield	12
	67





Board of Public Works & Safety January 2025

Table of Contents

Section 1- Field Activity Performance Measures

Events by Nature- Page 1

Events by Incident Type- Page 2

UCR Offenses- Page 3

Arrests and Traffic- Page 4

Top Accident Locations- Page 5

Total Accidents by Primary Cause- Page 6

Section 2- Community Events- Page 7



WESTFIELD POLICE DEPARTMENT

January 2025

Events by Nature

Incident Type	Count
911 Hang Up	29
Abandoned Vehicle	5
Abandonment	1
Abuse / Neglect	1
Accident - Hit & Run PD	18
Accident - Hit & Run PI	0
Accident - Other	1
Accident - Property Damage	104
Accident - Personal Injury	12
Accident - Sinking Vehicle	0
Accident - Unknown	5
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	3
Alarm - Vehicle	0
Alarm - Burglar	90
Alarm - Hold Up	10
Animal Bite / Attack	1
Animal Complaint	39
Assist Fire	64
Assist Other Department	12
Assist Public	45
Battery	7
Bike Patrol	0
Bomb Device Found	0
Bomb Threat	0
Burglary	2
Carjacking	0
Case Follow Up	110
Child Seat Inspection	9
Civil Dispute	26
Criminal Mischief	11
Damage to Property	0
Death Investigation	2
Directed Patrol	383
Disturbance	25
Domestic	0
Driving Complaint	169
Drug Complaint	10
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	2
Firearms Shots Fired	1
Foot Patrols	270
Found / Lost Property	16
Found Person	0

WESTFIELD POLICE DEPARTMENT

January 2025

Events by Nature

Incident Type	Count
Fraud Prescription	0
Fraud / Deception	32
Harassment	11
Intoxicated Person	2
Investigation	32
Investigative Stop	2
Juvenile Complaint	7
K9 Detail	1
Kidnapping	0
Lock Out	44
Loud Party	1
Mental Emotional - Violent	8
Mental Emotial/Suicide Attempt	1
Mental Person	13
Miscellaneous	15
Missing Person	6
Missing Person - PLS	0
New Call	0
Nuisance	1
Ordinance Misc.	8
Parking Complaint	29
Physical Disturbance	8
Product Contamination	0
Reckless Activity	2
Road Rage	5
Robbery	0
Runaway	0
School Patrol	238
Security Check	640
Sex Offense	2
Shooting	0
Solicitor	0
Special Detail	2
Stabbing	0
Suicide	0
Suspicious Activity	98
Suspicious Package	0
Suspicious Person	0
Test	1
Theft	46
Theft - From a Vehicle	4
Theft - of a Vehicle	0
Theft Shoplifter	0
Threat to Life	7
Threatening Suicide	7
Tow Release	0

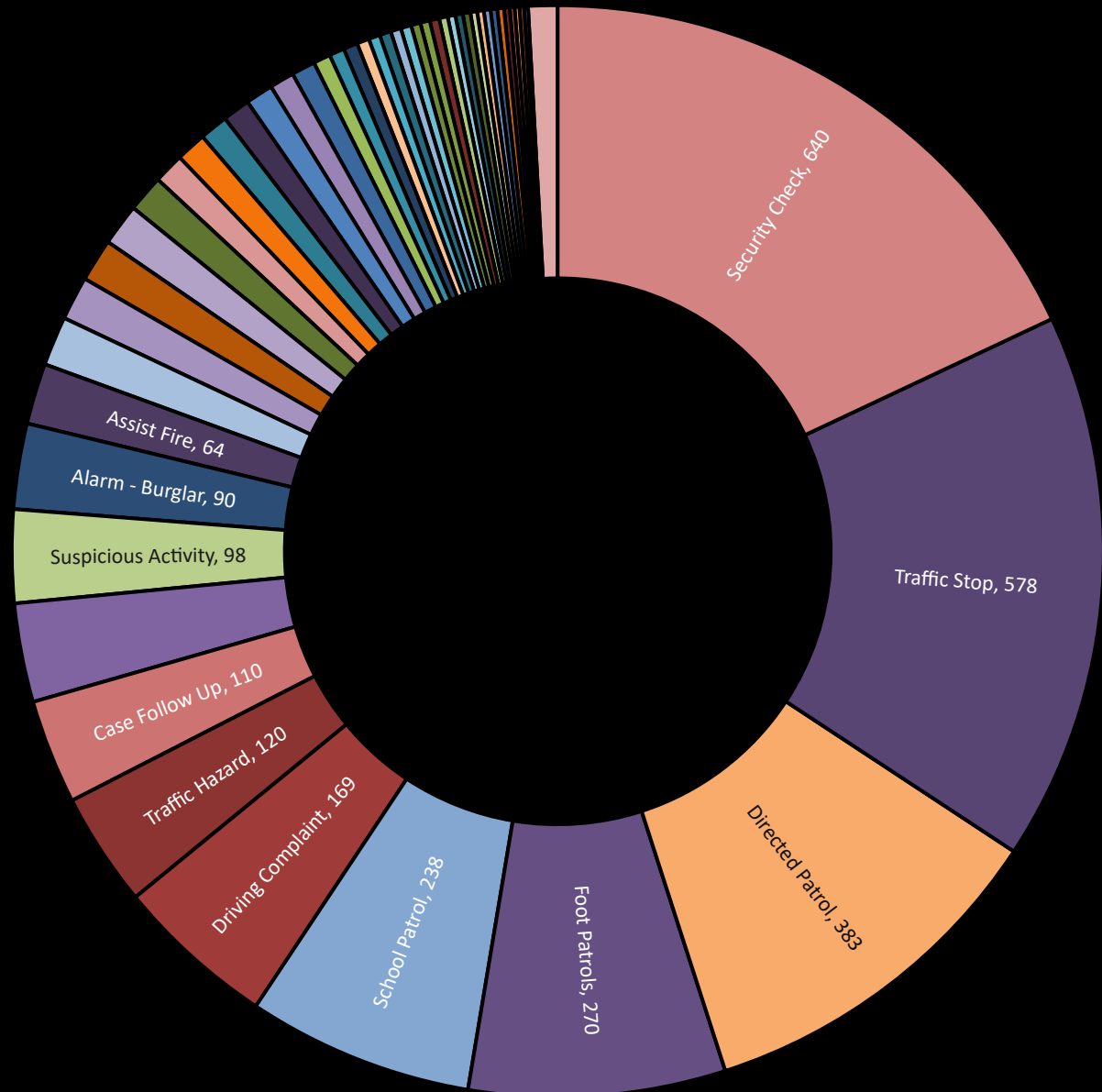
WESTFIELD POLICE DEPARTMENT

January 2025

Events by Nature

Incident Type	Count
Traffic Hazard	120
Transport	0
Trespassing	10
Traffic Stop	578
Unknown Call for Police	1
VIN Check	30
Wanted	0
Warrant Service	7
Weapons Complaint	1
Welfare Check	52
Total	3555

Monthly Events by Incident Type January 2025

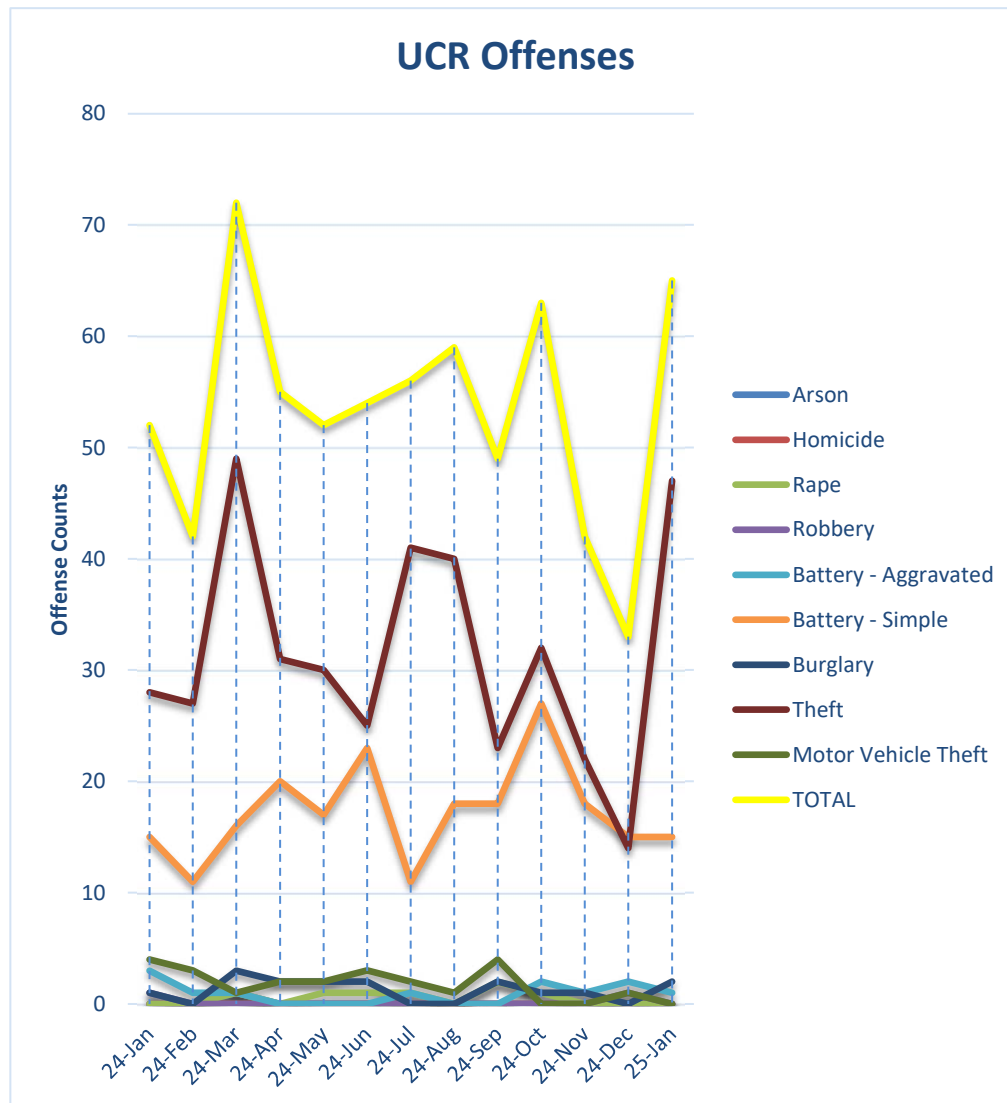


WESTFIELD POLICE DEPARTMENT

January 2025

UCR OFFENSES

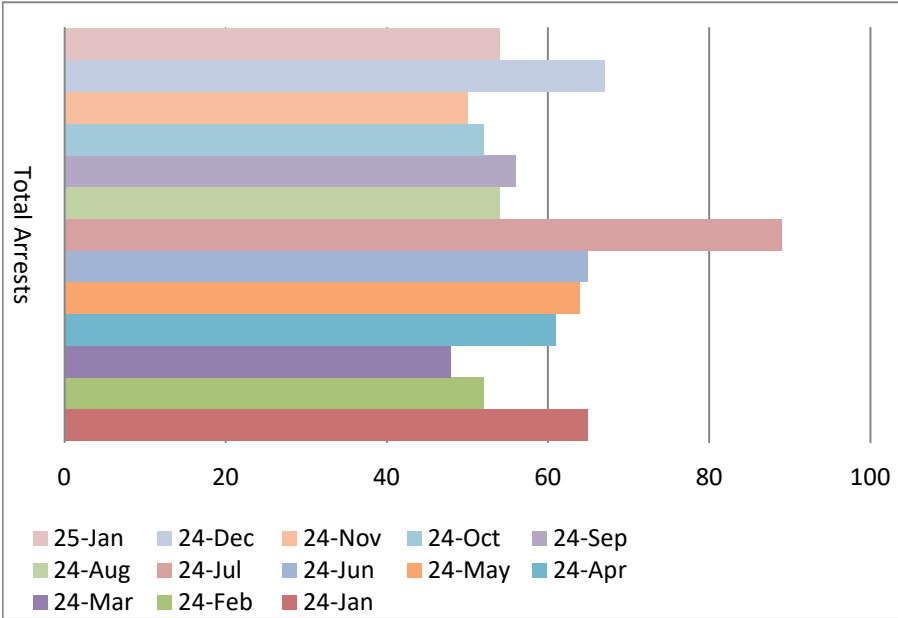
OFFENSE	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan
Arson	0	0	1	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	1	0	1	1	1	0	2	1	0	0	0
Robbery	1	0	0	0	0	0	0	0	0	0	0	1	0
Battery - Aggravated	3	1	1	0	0	0	1	0	0	2	1	2	1
Battery - Simple	15	11	16	20	17	23	11	18	18	27	18	15	15
Burglary	1	0	3	2	2	2	0	0	2	1	1	0	2
Theft	28	27	49	31	30	25	41	40	23	32	22	14	47
Motor Vehicle Theft	4	3	1	2	2	3	2	1	4	0	0	1	0
TOTAL	52	42	72	55	52	54	56	59	49	63	42	33	65



WESTFIELD POLICE DEPARTMENT

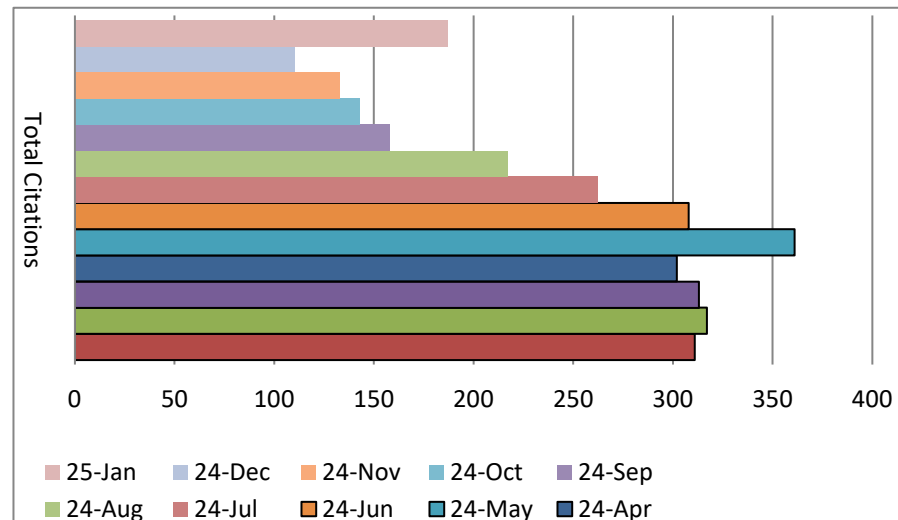
January 2025

Arrest Reports Taken	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan
Alcohol/ Drug Related	27	14	12	16	23	20	21	16	15	13	13	21	8
Felony Charges	31	52	21	45	37	17	48	23	31	30	39	29	37
Misdemeanor Charges	71	54	62	87	58	70	110	66	54	64	60	70	70
Total Arrests	65	52	48	61	64	65	89	54	56	52	50	67	54



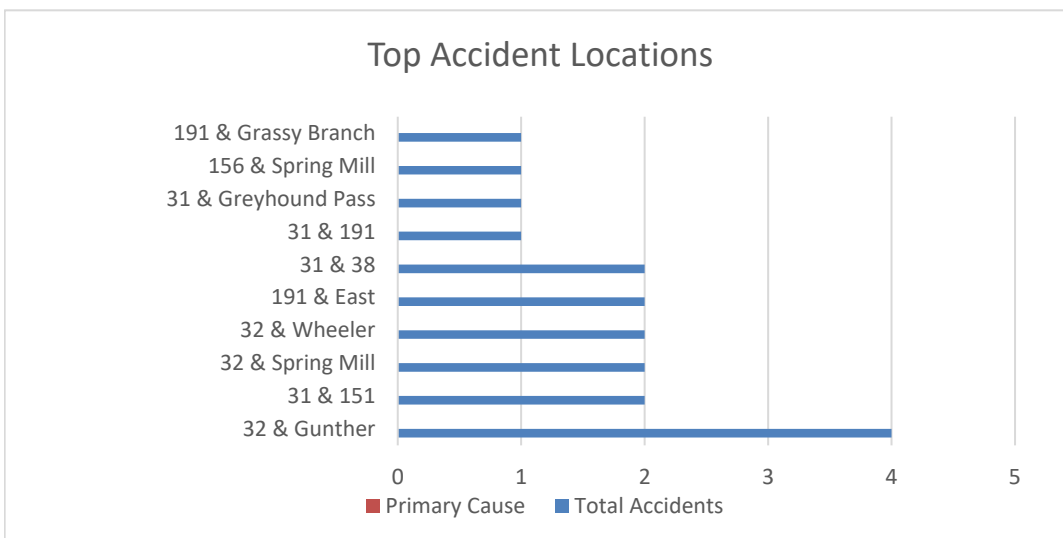
Traffic	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan
Total Citations	311	317	313	302	361	308	262	217	158	143	133	110	187
Total Written Warning	641	806	811	566	532	561	637	532	494	472	588	305	509
Total Traffic Accidents	67	80	56	63	67	69	63	56	71	70	74	93	79
Property Damage	57	69	49	52	57	60	49	50	61	64	65	83	72
Personal Injury	10	11	7	11	10	9	14	7	10	6	9	10	7
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	5	8	0	7	4	10	15	4	6	11	6	9	9

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



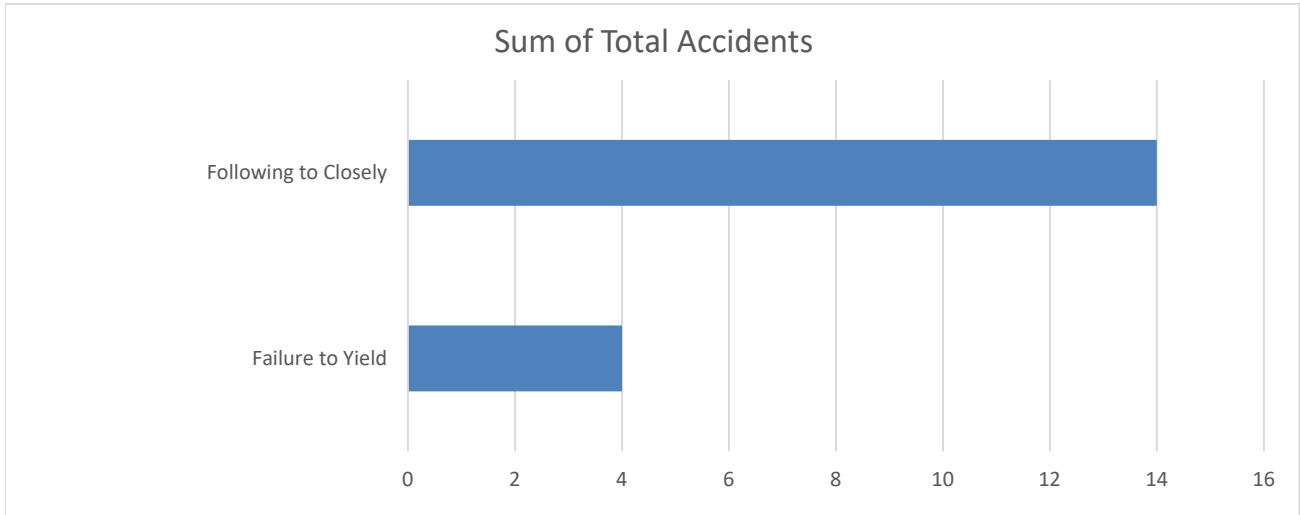
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Gunther	4	Following too Closely
31 & 151	2	Following too Closely
32 & Spring Mill	2	Following too Closely
32 & Wheeler	2	Following too Closely
191 & East	2	Failure to Yield
31 & 38	2	Following too Closely
31 & 191	1	Following too Closely
31 & Greyhound Pass	1	Following too Closely
156 & Spring Mill	1	Failure to Yield
191 & Grassy Branch	1	Failure to Yield



**Total Accidents by Primary Cause,
based on Top Accident Locations**

Primary Cause	Sum of Total Accidents
Failure to Yield	4
Following to Closely	14



Community Events

1/4/2025 YMCA Opening

