

**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, May 28, 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

Action Item #1: Approval of Minutes from April 23, 2025

CHANGES TO AGENDA

RESOLUTIONS

Action Item #2- Resolution 25-128: City of Westfield Board of Public Works & Safety Accepting a Donation of Real Property Interest

Action Item #3- Resolution 25-130: The City of Westfield Board of Public Works and Safety Regarding an Intergovernmental Transfer of Real Property Interest

Action Item #4- Resolution 25-131: The City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Disposal

CONTRACTS/AGREEMENTS

Action Item #5: Rejuvtec, Inc. & City of Westfield – Contract for Goods & Services – 2025 Asphalt Rejuvenation Project

Action Item #6: Daystar Directional Drilling & City of Westfield – 2025 Centennial Sump Line Repairs

Action Item #7: Signing Authority for the Round-a-bout at Old 146th and Towne Rd

CONSENT AGENDA

- Old 146th & Towne Road RAB-Cover Sheet
- WPD- Westfield Residents' Donation of \$3,000 Trek-ebike
- May Bond Information

DEPARTMENT REPORTS:

Fire

Police

Public Works

ADJOURNMENT



CITY OF WESTFIELD, IN
Board of Public Works Meeting Minutes - 4/23/2025
Wednesday, April 23, 2025 at 1:00 PM

OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht and Chuck Lehman were present to form a quorum.

APPROVAL OF MINUTES

Action Item #1:

- **Approval of Minutes – March 26, 2025**

The motion to approve the minutes from March 26th and April 7th was made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes-2 No-0 Motion carried

Action Item #2:

- **Approval of Minutes – April 7, 2025**

CHANGES TO AGENDA There are two changes to the agenda.

1. Action Item 36 has changed from approval of signing authority to approval of an agreement with Waypoint Strategies.
2. Action Items 6 and 7 have been changed to approval of signing authority in lieu of approval of agreements.

Nick Barbknecht inquired about the deadline for submitting items to be included on the agenda. Pat Leuteritz responded that submissions are due by the Wednesday preceding the meeting, which is held the following Wednesday. Nick requested that, moving forward, when items are added after the deadline, that Pat ask the board for permission to add items so they have time to review them.

RESOLUTIONS

Action Item #3:

- **Resolution #25-121 – A Resolution of the City of Westfield Board of Public Works & Safety Approving a Lease Agreement with Pattern, Inc.**

Kaitlin Glazier gave the legal background of the Resolution. The city and the board own and control the property and can lease the property and dispose of it to certain non-profits without following the typical statutory disposal procedures. The item before you is for a one-year lease without automatic renewal with Pattern Inc.

Lauren Wahl with the Economic Development Department stated that the city was gifted a retired Indigo bus and would like to do an art project on it. An RFP was put together and the deadline to submit a proposal was last week. This will be a public art piece. The lease will be specifically with Pattern Inc. The lease agreement is going through this board as a formality. The bus will be part of a public right-of-way. The lease in place is for \$350.00/month.

Nick Barbknecht asked if Ms. Wahl would talk about/compare the rate of the lease and how the city arrived at that amount, and how it would benefit the city. Lauren relayed that there would be a pop-up retailer utilizing the space, and the city wanted to make it affordable for them to test the market. They will be paying liability insurance as well, so considering those factors, that is how the \$350/month was decided.

Chuck Lehman asked about Pattern Inc. Lauren replied that they do a lot of marketing and art installations, primarily in Marion County, but have done work in Hamilton County as well. They also work with other nonprofit organizations to promote public art within communities. The lease is with Pattern, but Pattern is allowed to enter into subleases or a third-party contract with vendors, using the bus as a pop-up space. The lease agreement states that the Economic Development Department must approve of the use, so that not just any vendor can sublease the space.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

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

Action Item #4:

- **Resolution #25-125 - A Resolution of the City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Transfer Pursuant to Westfield Police Department General Order 26.1.2**

Chief Keen stated that Assistant Chief Scott Jordan had announced his retirement after 29 years with the police department. It is common for an officer that has served for over 20 years to receive their duty weapon as a retirement gift. This Resolution approves awarding Scott his weapon.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #5:

- **Adoption of Final Request for Proposals for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal**

Kaitlin Glazier relayed that the board had already adopted and published a proposed RFP per statute. John Rogers handled and received comments. The next step is to adopt a final RFP. Nothing substantive has changed. If the board approves, the final RFP will be provided to the interested parties. The proposals are due by June 2nd, and then scored and will come back to this board to select a vendor.

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

Action Item #6:

- **Approval of Utility Easement Agreement- Citizens Water of Westfield and Westfield Washington Schools**

John Nail apologized to the board for not having the agreements ready for this meeting. John said that he and Kaitlin had been working with attorneys on the other side to ensure the language was to their satisfaction, but did want to give the board some background information. The Westfield Washington Schools are constructing a new transportation center west of Little Eagle Creek on the north side of SR32. A new middle school will be constructed on the site as well. There is no water supply at this location, so they are working with CEG, our water service provider, to extend a water main along SR32 to provide services. There is a Greenway Trail parcel that the city owns that CEG would like to utilize. The city wishes to grant an easement on that parcel for the construction of the water main. There would be no cost to the school or CEG. The request today is for the signing authority to grant the easement and memorialize that this is a donation at no cost. ***The signing authority was written to cover both action items 6 & 7*.**

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

Action Item #7:

- **Approval of Donation Agreement- Citizens Water of Westfield and Westfield Washington Schools**

Discussed with Item number 6.

Action Item #8:

- **Award of Public Private Agreement/Build-Operate-Transfer Agreement-Fiber Infrastructure Project**

Public Hearing

IT Director, Chris Larsen, introduced Corey Childs from Berry Communications LLC, a company that responded to an RFP to build a city-owned fiber ring. Mr. Larsen said the infrastructure project would provide faster speeds and the capacity to grow in the future. New buildings will be added to the ring and all old equipment will be replaced. The cost of the project will be \$2.09M. This includes 20 miles and 144 strands of fiber.

Corey Childs said Berry Com is a service provider and a utility's construction company. He feels that the company is a unique fit for this type of project. They are headquartered in Kokomo but have offices in Indianapolis and Lafayette, and currently serve communities from Cicero to Logansport as a fiber provider to homes and businesses.

Nick Barbknecht stated that since they were given such a short amount of time to review the agreement and the fact that there was only one respondent to the RFP, he was inclined to table this item to review it further to verify the city is getting the best price they can. Danielle Carey-Tolan relayed that Newton County had just done a similar BOT with a 10-year forgivable loan at \$4M. Nick questioned how many miles this covered. Ms. Tolan did not know but said she would double-check. Danielle said that Metronet could have probably submitted a bid, but they are getting ready to be incorporated by ZAO. Chris Larsen stated that tabling this item could cause delays in construction.

Public Hearing Open: 1:42 PM-Chief Rob Gaylor spoke about his concerns about tabling the item and the potential for delays.

Public Hearing Closed: 1:44 PM

Chuck Lehman asked Danielle Carey-Tolan to explain how it is going to be paid, and are there ongoing costs? Danielle replied that this is a 3-year interest-free BOT. Mr. Lehman asked how this came to be. Danielle said that they had worked out a deal. Mr. Larsen stated that Berry Com had agreed to the city making payments over time, even though the finished product could be done this year. In answer to the question about where the money is coming from, Danielle reported that in the general fund under the IT line there is \$500,000 to pay for this year's payment. In 2026 there will be two payments of \$500,000 coming out of the general fund, and year three, another \$500,000. There was further discussion.

Motion to approve made by: Nick Barbknecht

Seconded by: Chuck Lehman

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

Action Item #9:

- **Approval of Neighborhood Vibrancy Grant Agreement – Bent Creek**

Chris McConnell presented the next 18 action items together. These are the grant agreements for each HOA that applied for and went through the scoring process and is being awarded grants through the initial year of the Neighborhood Vibrancy Grant Program. These agreements spell out the dollar figures associated with each grant and the criteria that needs to be followed to be awarded these dollars.

Nick Barbknecht inquired how many HOAs applied and details of the scoring process. Mr. McConnell replied that there were 29 total applications received. Those that did not get scored were due to 1. they did not complete the application; 2. they did not meet the requirements; or 3. they did not include documentation of a certified quote. Those who applied for but are not receiving a grant have been notified as to what they need to do in the future, and were informed there are leftover dollars and the city will be taking applications again in the fall. There was \$250,000 budgeted and approximately \$166,000 will be awarded in the first round.

Motion to approve Action Items 9-26 was made by: Nick Barbknecht

Seconded by: Chuck Lehman

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

Action Item #10:

- **Approval of Neighborhood Vibrancy Grant Agreement – Brookside**

Action Item #11:

- **Approval of Neighborhood Vibrancy Grant Agreement – Countryside**

Action Item #12:

- **Approval of Neighborhood Vibrancy Grant Agreement – Crosswind Commons**

Action Item #13:

- **Approval of Neighborhood Vibrancy Grant Agreement – Derby Ridge**

Action Item #14:

- **Approval of Neighborhood Vibrancy Grant Agreement – Lakes of Westfield**

Action Item #15:

- **Approval of Neighborhood Vibrancy Grant Agreement – Maple Knoll**

Action Item #16:

- **Approval of Neighborhood Vibrancy Grant Agreement – Maple Ridge**

Action Item #17:

- **Approval of Neighborhood Vibrancy Grant Agreement – Oak Manor**

Action Item #18:

- **Approval of Neighborhood Vibrancy Grant Agreement – Oak Preserve**

Action Item #19:

- **Approval of Neighborhood Vibrancy Grant Agreement – Scofield Farms**

Action Item #20:

- **Approval of Neighborhood Vibrancy Grant Agreement – Setters Run**

Action Item #21:

- **Approval of Neighborhood Vibrancy Grant Agreement – Sheffield Park**

Action Item #22:

- **Approval of Neighborhood Vibrancy Grant Agreement – Springdale Farms**

Action Item #23:

- **Approval of Neighborhood Vibrancy Grant Agreement – Viking Meadows**

Action Item #24:

- **Approval of Neighborhood Vibrancy Grant Agreement – Village Farms**

Action Item #25:

- **Approval of Neighborhood Vibrancy Grant Agreement – William Trace**

Action Item #26:

- **Approval of Neighborhood Vibrancy Grant Agreement – Willow Creek**

Action Item #27:

- **HWC Water & Land Resources, LLC & City of Westfield – Agreement for Land Management Services**

Wes Rood presented the proposal and contract for HWC to provide post-construction BMP maintenance regarding the regulatory duties for the Indiana Department of Environmental Management (IDEM). This is an ongoing maintenance program that in the past was done by Puddle Jumpers. HWC has recently purchased Puddle Jumpers. We are continuing to move forward with maintaining our wet/dry basins, roadside spraying and general BMP

maintenance. The cost of this service has gone up 3% from the previous year which was budgeted; another 3% increase will be budgeted for 2026.

Motion to approve made by: Nick Barbknecht

Seconded by: Chuck Lehman

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

Action Item #28:

- **Resolution Group, Inc. & City of Westfield – Inventory of Private Post-Construction Best Management Practices**

Wes Rood presented. The city does not have the responsibility to maintain privately owned BMPs, but we do have the responsibility to identify and catalog them. The city has not started this process, and it is a little overwhelming. The state has encouraged the city to move forward with this and Resolution Group will take a small piece of the city and begin the process. The process is fairly new and will start with some general inventory to see what BMPs are out there and identify who owns them. In the future, the hope is to establish an ordinance that requires privately-owned BMPs to be inspected and maintained. This item was also budgeted for this year and anticipated to be in the budget for 2026.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

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

Action Item #29:

- **Egis BLN USA, Inc. & City of Westfield – Local Public Agency Consulting Contract – Towne Road Extension from 166th Street to SR 32**

John Nail presented. The thoroughfare plan shows plans for an extension of Towne Rd. Earlier in this meeting we discussed the school facility out to the west on 32. That project has accelerated the timeline for the extension of Towne Rd. The project's limits are from 166th Street past the Westgate neighborhood. There will be a new bridge which will cross Little Eagle Creek, then the roadway will swing up to tie into the portion of Towne Rd that the school is building next to the transportation center. This is a new alignment roadway, and the opportunity to build the bridge is exciting for the city engineers. The consulting firm that has been selected to design the project is Egis BLN USA, Inc. The total contract amount is \$1,809,090.00. There are two other firms that will be working with Egis: GAI will do some bridge work, and RQAW will do some road work. This is a large design project, so we wanted to include more than just one firm. The contract has been negotiated over the last several months and the price has come down from the initial price. Mr. Nail feels that this is a firm market price for the design work and is asking for approval from the board.

Nick Barbknecht asked about the widening of the road. Mr. Nail replied that initially there would be two lanes, as traffic dictates. There is flexibility to widen to four lanes in the future.

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

Action Item #30:

- **A&F Engineering Co., LLC & City of Westfield - Local Public Agency Consulting Contract – Construction Inspection Services for 161st & Spring Mill RAB**

John Nail presented. In January, this board approved a proposal from Lochmiller Group for inspection services for 161st and Spring Mill RBA in the amount of \$440,000. The city did not sign a contract. The specific employee of Lochmiller that we wanted to perform the inspection work under the contract left and went to work for A&F Engineering. Mr. Nail gave kudos to both companies for putting the city's best interests first. A&F has brought this contract which has the selected employee performing the inspection work. The city will have Lochmiller as a sub (contract later on this agenda) to ensure Lochmiller receives some revenue. The contract with A&F is in the amount of \$417,240.

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

Action Item #31:

- **A&F Engineering Co., LLC & City of Westfield – Local Public Agency Consulting Contract – 191st Street from Grand Park Blvd. to Spring Mill Rd. Design Services**

John Nail presented. This is a design contract for Phase 2 of 191st Street. We are currently in design for the widening of 191st Street from Tomlinson Rd over to Grand Park Blvd, including of a new roundabout at Grand Park Blvd (stage 1). Stage 2 picks up from the end point and widens 191st Street to the West and includes a roundabout connecting Horton Road and 193rd Street. This contract will also include the realignment of Spring Mill Road with another roundabout at 183rd and Spring Mill near the Osborne Trails entrance. This is another project that the city feels is large enough to have two consulting firms working on the project. A&F will be the lead, with HWC as the sub. The contract is in the amount of \$1,177,130. This amount was negotiated down from the original price, saving the city approximately \$150,000. There was continued discussion.

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

Action Item #32:

- **Westfield Collective & City of Westfield – Dedication of Public Right-of-Way**

Michael Pearce presented. This is a right-of-way dedication that is required per the city's Development Ordinance with Westfield Collective, formerly known as iBeach. They are developing a parcel at 181st Street and Grand Park Blvd, and rather than doing a platting process, they are dedicating this right-of-way. This will allow the city to build a roundabout at this intersection that is planned to be constructed next year. This is accepting the right-of-way dedication for that project.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

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

Action Item #33:

- **Westfield Properties, LLC & City of Westfield – Quitclaim Deed – Austrian Pine Greenway Trail Corridor Dedication**

Michael Pearce presented. This is a dedication of land to the city. The city will take ownership of property along the Greenway Trail along State Road 32 and a portion of land (shown on the screen) which includes a portion of the Midland Trail. These are currently owned by the developers of the properties. They are Quit claiming the properties over to the city. This is for the acceptance of those properties so that they become the property of the city.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

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

Action Item #34:

- **Lennar Homes of Indiana & City of Westfield – Osborne Trails, Section 15 – Perimeter Trail - Developer Agreement**

Michael Pearce presented. This ties in to the previous discussion regarding the second phase of 191st Street widening. Osborne Trails section 15 is being developed adjacent to where the future roundabout is planned to be constructed (Horton Rd and 193rd Street). Per the city's UDO requirement, they are required to put a perimeter path along all of their frontage. Since the city does not have the design layout, elevations, drainage etc. planned for the roundabout, the city will collect those fees of what those costs would be now (\$77,000) and apply it to building the path at a later date. This will eliminate reworking this area once the construction of the roundabout is complete.

Motion to approve made by: Nick Barbknecht

Seconded by: Chuck Lehman
Vote: Yes-2; No-0. Motion carried.

Action Item #35:

- **Lochmueller Group & City of Westfield - On-Call Inspection and Design Services Master Agreement**

John Nail presented. This item was discussed earlier and Mr. Nail thanked A&F and Lochmueller again for working through these terms and putting the city first. This is a master service agreement for \$293,000, which is the difference between the original contract with Lochmueller that was approved and the subcontract amount they will receive for helping out on the inspection of 161st Street.

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

Action Item #36:

- **Waypoint Strategies & City of Westfield – Signing Authority**

Matt Deck presented. Mr. Deck apologized for being late submitting the agreement. This is an agreement for WayPoint Strategies to partner with the city to build a Facilities Assessment and Strategy plan for the Facilities Department. Audra Blasdel of WayPoint gave an overview and slide presentation of the services to be provided. There was continued discussion.

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

Action Item 37:

- **Recommendation of Per Diem for Westfield Fire Department Merit Commission and Westfield Police Department Merit Commission members (Rob Gaylor & Shawn Keen)**

Rob Gaylor and Shawn Keen presented. Chief Keen through the progression of the Police Merit Board, one topic of discussion was whether the Merit Board would receive a per diem rate. In discussion with the MERITUS, the preference was that they do. The Fire Department board does not currently have a per diem rate. The statute requires the Board of Public Works to make a recommendation to the City Council to have a per diem for both boards and the Council would set the rate. This asks that a recommendation be made to the council.

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

CONSENT AGENDA

- **April Bond Information**

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

DEPARTMENT REPORTS

WFD March Report

Chief Gaylor presented.

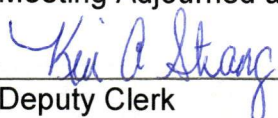
WPD March Report

Chief Keen presented.

WBPW March Report

John Nail presented.

ADJOURNMENT Motion to adjourn made by: Chuck Lehman. Seconded by Nick Barbknecht
Meeting Adjourned at: 2:34 PM


Deputy Clerk

President or Vice President

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


Nick Barbknecht

RESOLUTION NO. 25-128

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 certain real estate particularly described and depicted in Exhibit A hereto (the “Real Estate”);

WHEREAS, the DWCDC has agreed to donate the Real Estate to the City; 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.

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/or 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 May, 2025.

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

President Nick Barbknecht

Mayor Scott A. Willis

Chuck Lehman

Attest:_____

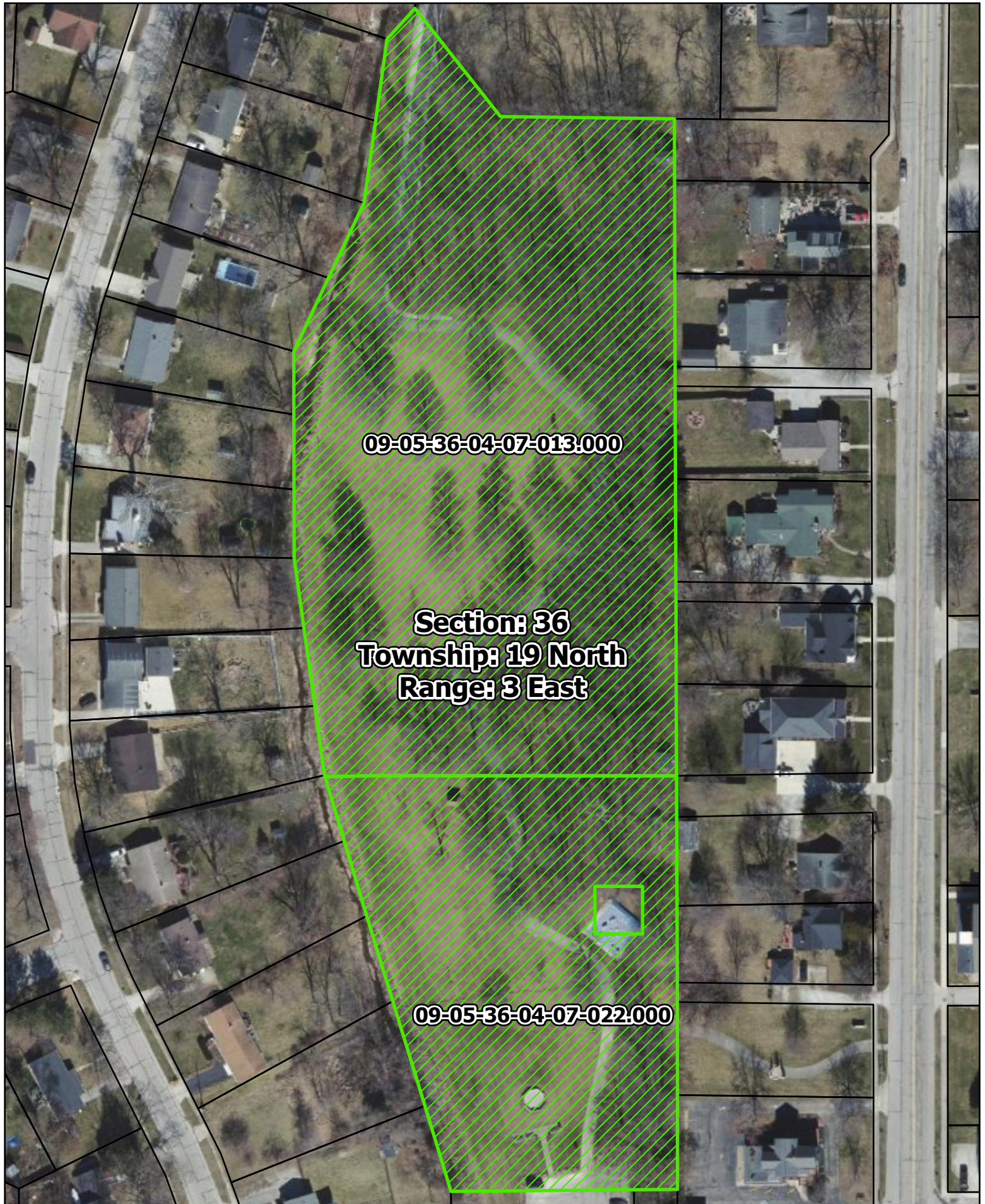
EXHIBIT A

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

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

The above-described real estate is subject to the following:

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



RESOLUTION NO. 25-130

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

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

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

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

WHEREAS, the City owns real estate in Westfield, Indiana, further described in *Exhibits A and B* hereto (the “Real Estate”);

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. This Resolution is effective upon passage.

ADOPTED and PASSED this ____ day of May, 2025.

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

President Nick Barbknecht

Mayor Scott A. Willis

Chuck Lehman

Attest:_____

Exhibit A

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northeast corner of said section; Thence on and along the North line thereof, South 89 degrees 22 minutes 32 seconds West (assumed bearing) 2486.88 feet to the West right of way line of Elm Street extended; Thence on and along the said right of way line, South 00 degrees 26 minutes 00 seconds East 790.00 feet to the South right of way line of Park Street; Thence on and along the said South right of way line, North 89 degrees 22 minutes 32 seconds East (the foregoing portion of this description beginning with the words "Thence on and along" is quoted from Instrument #2012060738) 463.41 feet (deduced from Instrument #2012060738) to the point of beginning of this description, which point of beginning is the southeastern boundary of the intersection of USR 31 and Park Street; thence South 36 degrees 38 minutes 16 seconds West 105.96 feet (105.98 feet by Instrument #2012060738) along the boundary of the intersection of said USR 31 and said Park Street to the east boundary of said USR 31; thence North 0 degrees 09 minutes 23 seconds East 84.65 feet to the south boundary of said Park Street; thence North 89 degrees 39 minutes 15 seconds East 63.00 feet along the boundary of said Park Street to the point of beginning and containing 0.061 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as USR 31 and as Project 0710215) to and from the grantor's abutting lands along the lines described as follows: The 84.65-foot course described above. The above-described access control restrictions shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands and on all successors in title to the 0.061-acre parcel described above.

This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

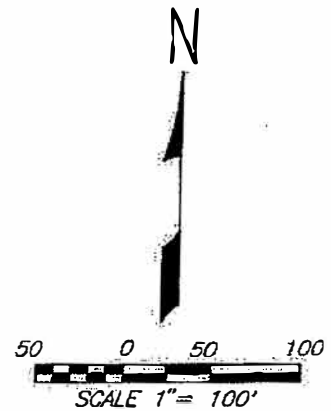
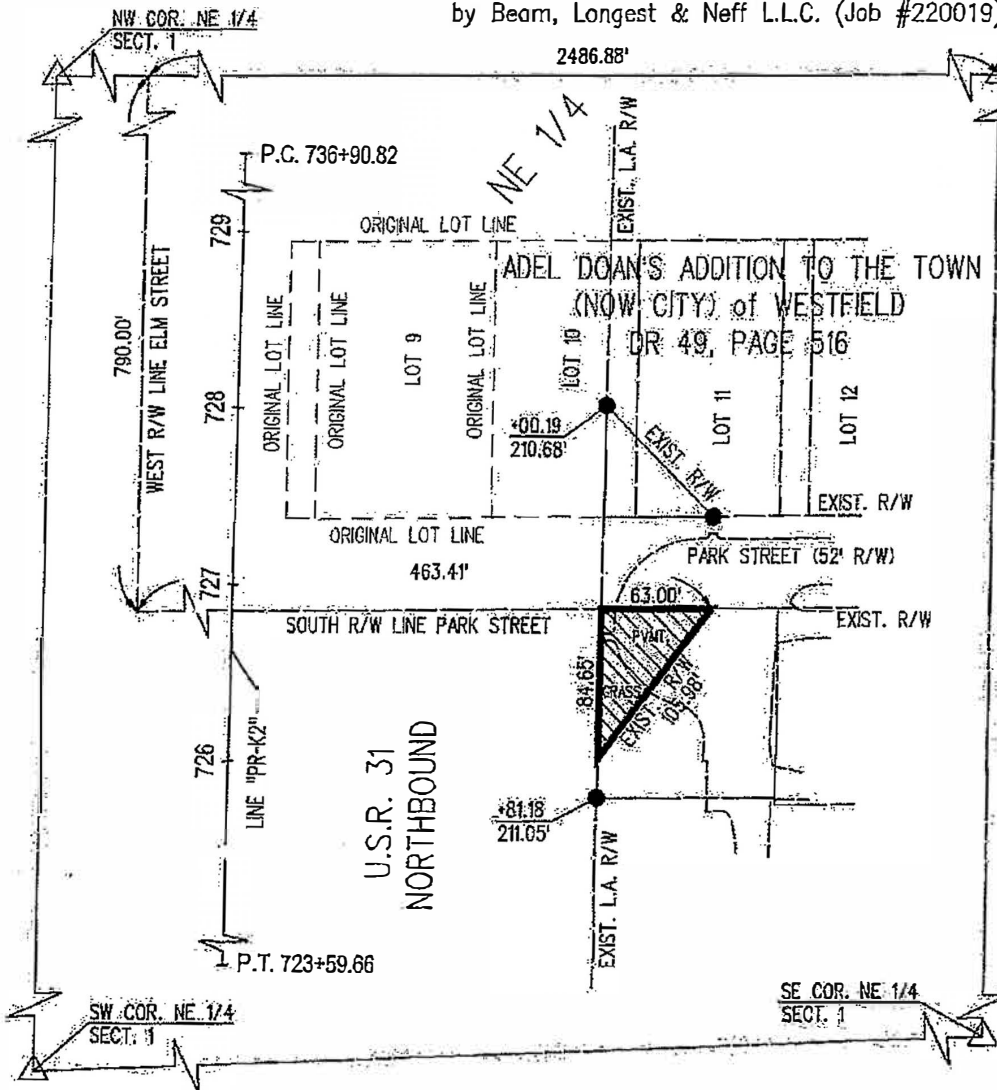
 10/11/2022
Dewey L. Witte Date
Indiana Registered Land Surveyor
License Number LS29800022
Revised 10-05-2022



Exhibit A PARCEL PLAT

SHEET 1 OF 1

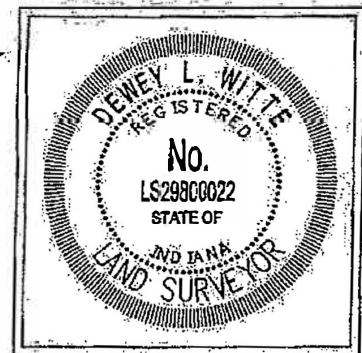
Prepared for the Indiana Department of Transportation
by Beam, Longest & Neff L.L.C. (Job #220019)



● = 5/8 INCH REBAR FOUND

BLN
BEAM-LONGEST-NEFF

8320 Craig St. Indianapolis, Indiana 46250
Telephone: (317) 849-5832
www.b-l-n.com



NOTE:
THIS PLAT WAS PREPARED WITHOUT BENEFIT
OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR
GRAPHIC REPRESENTATION AND IN NO WAY
IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

Dewey L. Witte 10/11/2022
Dewey L. Witte Date
Registered Land Surveyor No. LS29800022
State of Indiana



HATCHED AREA IS THE APPROXIMATE EXCESS ROW AREA

OWNER: INDIANA DEPARTMENT OF TRANSPORTATION
PROJECT: INDOT EXCESS ROW
PARCEL: 47
CODE: 0800
SECTION: 1
TOWNSHIP: 18 N.
RANGE: 3 E.
COUNTY: HAMILTON

DRAWN BY: M.J. DORSCH 05-16-2022
CHECKED BY: D.L. WITTE 05-17-2022

INDOT DESIGN REVISION 10-05-2022 D.L. WITTE

Exhibit B

Real estate in Hamilton County, Indiana, described as follows:

Being a part of the northeast quarter of section one, township 18 north, range 3 east,

Commencing at the northeast corner of said quarter section; Thence on and along the North line thereof, South 89 degrees 22 minutes 32 seconds West (assumed bearing) 2486.88 feet to the West right of way line of Elm Street extended; Thence on and along the said right of way line, South 00 degrees 26 minutes 00 seconds East 790.00 feet to the South right of way line of Park Street; Thence on and along the said South right of way line, North 89 degrees 22 minutes 32 seconds East 502.33 feet to the point of beginning, said point also being South 89 degrees 22 minutes 32 seconds West 180.00 feet from the Northwest corner of Lot #14 in the Adel Doan Addition to the Town of Westfield; thence South 00 degrees 26 minutes 00 seconds East 107.23 feet to a point distance 23 feet northwardly, at right angles from the center line of the main track of the railroad of Central Indiana Railway Company; Thence, parallel with said Central Line of main tract South 89 degrees 38 minutes 08 seconds West 102.55 feet to the Easterly Right of Way line of United States Highway #31; Thence on and along the said Easterly Right of Way Line, North 00 degrees 06 minutes 00 seconds West 22.12 feet; Thence continuing on and along the said Right of Way Line, North 36 degrees 22 minutes 19 seconds East 105.98 feet to the South Right of Way line of Park Street; Thence on and along the said South Right of Way Line, North 89 degrees 22 minutes 32 seconds East 38.92 feet to the point of beginning and containing 0.190 acres, more or less.

This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

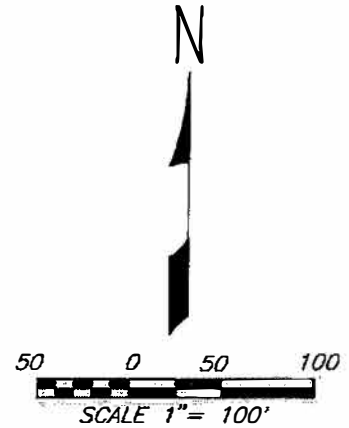
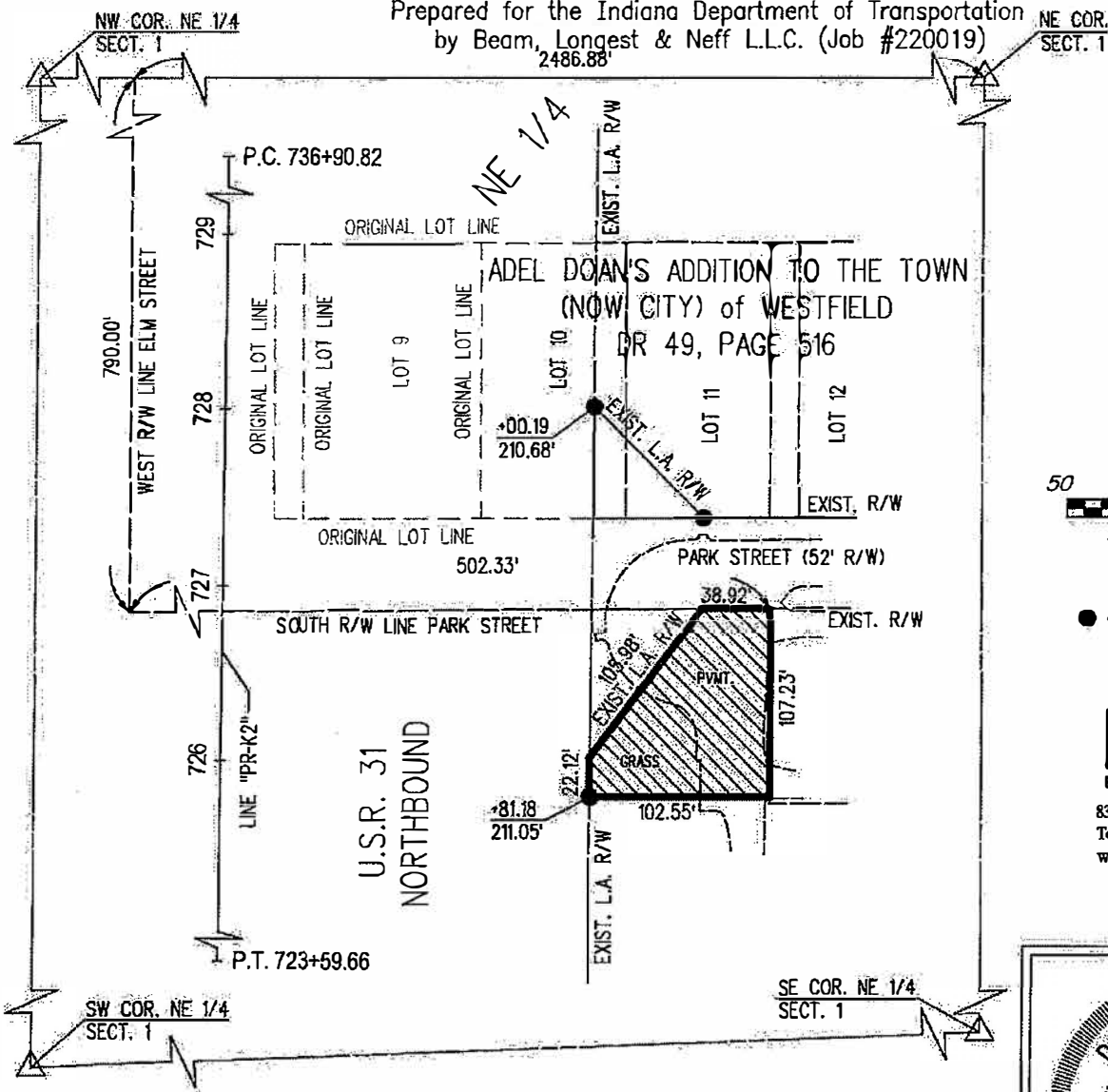
Dewey L. Witte 05/17/2022
Dewey L. Witte Date
Indiana Registered Land Surveyor
License Number LS29800022



Exhibit B PARCEL PLAT

SHEET 1 OF 1

Prepared for the Indiana Department of Transportation
by Beam, Longest & Neff L.L.C. (Job #220019)
2486.88'



● - 5/8 INCH REBAR FOUND

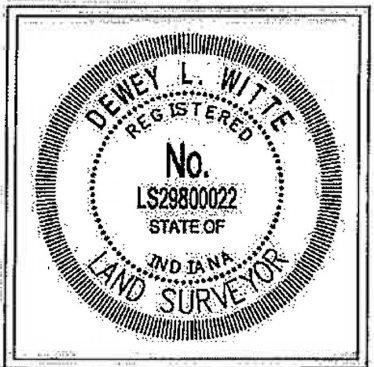
BLN:
BEAM-LONGEST-NEFF

8320 Craig St. Indianapolis, Indiana 46250
Telephone: (317) 849-5832
www.b-l-n.com

NOTE:

THIS PLAT WAS PREPARED WITHOUT BENEFIT
OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR
GRAPHIC REPRESENTATION AND IN NO WAY
IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

Dewey L. Witte 05/17/2022
Dewey L. Witte Date
Registered Land Surveyor No. LS29800022
State of Indiana



HATCHED AREA IS THE APPROXIMATE EXCESS LAND AREA

OWNER: INDIANA DEPARTMENT OF TRANSPORTATION
PROJECT: INDOT EXCESS LAND
PARCEL: 270
CODE: 5310
SECTION: 1
TOWNSHIP: 18 N.
RANGE: 3 E.
COUNTY: HAMILTON

DRAWN BY: M.J. DORSCH 05-16-2022
CHECKED BY: D.L. WITTE 05-17-2022

RESOLUTION 25-131
A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING DISPOSAL

WHEREAS, it has come to the attention of the Board of Public Works and Safety ("Board") of the City of Westfield, Indiana ("City") that certain property owned by the City is now surplus and should be disposed of; and

WHEREAS, Ind. Code § 5-22-22 *et seq.* authorizes the City to follow certain procedures to dispose of or transfer surplus property.

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

Section 1. The above recitals are incorporated by reference.

Section 2. The following property belongs to the City, is no longer needed and/or is unfit for the purposes for which it was intended, and is therefore declared surplus property ("Property"):

Manufacturer	Model/Color	Serial Number/ID
XL Module	5300 Switch	SG526JZ0BY
	DVR Storage	
ILO	Module	USE729N4GQ
	DVR Storage	
ILO	Module	SG1715004H
HP	Switch	CN88422G7
HP	Switch	2UX907035T
ILO	Switch	USE523A1PB
HP	Switch	MXQ2440243
GETAC	B360	RM303B9421
GETAC	Office Dock	TM31A32313
GETAC	Dock	K04817AAW18
Audio Code	Phone	AK12261570
Audio Code	Phone	AK12261851
Audio Code	Phone	AK12262840
Audio Code	Phone	AK12264396
Audio Code	Phone	AK12263925
Audio Code	Phone	AK12263473

Audio Code	Phone	AK12262864
HP	P27V Monitor	1CR20901LC
	Large Format	
Colortrac	Scanner	H2207298
Getac	B360 Battery	01PH67432AAA41700149
HP	EliteBook 850 G1	5CG50422X4
Getac	B360	RM303B0401
Getac	B360	RM909B0422
Getac	B360	RM303B0373
Getac	B360	RLC03B0207
Getac	B360	RM303B0421
Getac	B360	RM303B0366
Getac	B360	RM303B0404
Getac	B360	RM303B0398
Samsung	LN52A550P3F / TV	ALXS3CNQ302478X
TLC	32S335 / TV	2112GNC00157A01632
	NS-39D220NA16 /	
Insignia	TV	T1115H39D22016H26092
	NS-LCD42HD-09 /	
Insignia	TV	17985JA027474
Apple	iPhone 12 / Black	DX3J78WJ0DXP
Apple	iPhone 12 / Black	DX3J79DT0DXP
Apple	iPhone 12 / Black	DX3J7B4D0DXP
Apple	iPhone 11 / Black	C7CCD3L4N72J
Apple	iPhone 12 / Black	DX3JET00DXP
Apple	iPhone 12 / Black	DX3J783J0DXP
Apple	iPhone 12 / Black	DX3J7A180DXP
Apple	iPhone 12 / Black	DX3J7A7X0DXP
Apple	iPhone 12 / Black	DX3J7B4C0DXP
Apple	iPhone 12 / Black	DX3J7AMJ0DXP
Apple	iPhone 12 / Black	H4YJXAZ00DXP
Apple	iPhone 12 / Black	DX3J7A3J0DXP
Apple	iPhone 12 / Black	DX3J782X0DXP
Apple	iPhone 11 / Black	C7CCD1GNN72J
Apple	iPhone 12 / Black	H4YJV7600DXP

Section 3. The Property, which includes more than one item, has an estimated total value of less than five thousand dollars (\$5,000), so the City may sell or transfer the Property without advertising, pursuant to Ind. Code § 5-22-22-6. The Property shall be disposed of in accordance with the provisions of Ind. Code § 5-22-22 *et seq.*

Section 4. This Resolution is effective upon passage.

ADOPTED and PASSED this 28th day of May, 2025.

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

President Nick Barbknecht

Mayor Scott A. Willis

Chuck Lehman

Attest: _____
Kim Strang, Deputy Clerk Treasurer

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 28th day of May, 2025, by and between City of Westfield (“Contracting Party”) and Rejuvtec, 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 (*Countryside, Centennial, Silver Lakes, Broadview, Birch Street, Sycamore Street, Catherine Drive, Spring Meadows, Sleepy Hollow, Morgan Woods*) in Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start as soon as May 29th, 2025, and shall be completed by October 24th, 2025 (the “Completion Date”).
 - (d) Purchase Price: One Hundred Forty-One Thousand Nine Hundred Nine Dollars and 80/100, \$141,909.80 (see Base Bid in Proposal dated 04.18.25 - 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 Asphalt Rejuvenating Project” dated April 07, 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:

Rejuvtec, Inc.
1316 Deloss Street
Indianapolis, IN 46203

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	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

replace damaged work. (The Commercial General 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 confirmation 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:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

Rejuvtec, Inc.
1316 Deloss Street
Indianapolis, IN 46203

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.

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

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
 - ALL signage shall be as approved by the City and the authority having jurisdiction.
 - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
 - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at all times. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

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

EXHIBIT B

See attached Proposal dated 04.18.25

2025 ASPHALT REJUVENATING PROJECT

CITY OF WESTFIELD

WESTFIELD, INDIANA

REQUEST FOR QUOTE

April 7, 2025

ASPHALT REJUVENATING AGENT STANDARD SPECIFICATIONS

I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS				
Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W ¹	D-244 (Mod)	T-59 (Mod)	60	65
Miscibility Test ²	D-244 (Mod)	T-59 (Mod)	No Coagulation	
Sieve Test, %W ³	D-244 (Mod)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴ GB		GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	0.0	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6

$$\frac{PC + A_1^5}{S + A_2}$$

PC/S Ratio ⁵	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins
A₂ = Second Acidaffins, S = Saturated Hydrocarbons

III. Material Performance:

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 45 percent and the penetration value shall be increased by a minimum of 25 percent. Testing shall be performed on extracted asphalt cement from a pavement (core) to a depth of three eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change the in asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to ensure reasonable longevity of the treatment, as well as product consistency.

RECLAMITE®, manufactured by Tricor Refining, LLC. is a product of known quality and accepted performance.

IV. Applicator Experience:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in the application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"®, as manufactured by Tricor Refining, LLC. for the asphalt rejuvenating agent is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternative on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the city's requirements for the standard item for which the alternate is offered.

(c) Submit a current Material Safety Data Sheet for the alternate materials.

The City will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the City prior to awarding a contract.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications. Should the ALTERNATE offered be found unacceptable by the City based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

VII. HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause

2025 Asphalt Rejuvenating Project
City of Westfield, Indiana

agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

VIII. RESIDENT NOTIFICATION:

The contractor shall distribute by hand a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions.

The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

IX. APPLYING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

X. APPLICATION OF REJUVENATING AGENT:

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray.

In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Engineer.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

XI. STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer.

Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

XII. TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

XIII. METHOD OF MEASUREMENT:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

XIV. BASIS FOR PAYMENT:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall
2025 Asphalt Rejuvenating Project
City of Westfield, Indiana

be full compensation for furnishing all materials; equipment, labor, testing and incidentals to complete the work as specified and required.

BID SHEET

The undersigned proposes to furnish material, labor, etc. according to the terms and conditions of the attached City of Westfield Specifications at the following unit prices, to wit:

BASE BID

111,740 SQUARE YARDS, MORE OR LESS, CONSTRUCTION SEALING WITH ASPHALT REJUVENATING AGENT FURNISHED AND APPLIED INCLUDING STREET SWEEPING.

Reclamite \$ 1.27 PER SQ. YD.
Product Name

CONTRACTOR CAN BEGIN WORK 7 DAYS AFTER WRITTEN NOTICE.

CONTRACTOR WILL COMPLETE WORK BY October 24, 2025 YES ☒ OR NO ☐

PRICE TERMS: Net 30 days

ALTERNATE BID

111,740 SQUARE YARDS, MORE OR LESS, CONSTRUCTION SEALING WITH ASPHALT REJUVENATING AGENT FURNISHED AND APPLIED NOT INCLUDING STREET SWEEPING.

Reclamite \$ 1.20 PER SQ. YD.
Product Name

CONTRACTOR CAN BEGIN WORK 7 DAYS AFTER WRITTEN NOTICE.

CONTRACTOR WILL COMPLETE WORK BY October 24, 2025 YES ☒ OR NO ☐

PRICE TERMS: Net 30 days

RejuvTec, Inc.
BIDDER

Curtis Hedges
AUTHORIZED AGENT

1316 Deloss St.

BUSINESS ADDRESS

Indianapolis, In. 46203

(317) 241-9023
PHONE NUMBER

Project Name	Owners' Contact Person	Design Engineer	Completion Date	Type of Work	Status	SYDS/ GALLONS
AVON, TOWN OF	Steve Moore 6570 E US Hwy 36 Avon, IN. 46123	First Group Engineering Shawn Strange 317-290-9549	10/2/24	Asphalt Rejuvenation	Completed	129135
DAVIESS COUNTY	Chris Winkler 5247 E. 100 N. Montgomery, IN. 47558. 812-444-5798			Asphalt Rejuvenation	Not completed	136774
DELELLO & SON'S	Jim Hudson 17306 Westfield Park Dr Westfield, IN 46074		7/19/24	Asphalt Rejuvenation	Completed	6344
DUBOIS COUNTY	Steve Berg. 1066 S. SR 162. Jasper, IN.		9/6/24	Asphalt Rejuvenation	Completed	229331
E&B PAVING	Jacob Jordan 17042 Middletown Ave Noblesville, IN 46060		7/30/24	Asphalt Rejuvenation	Completed	1928
E&B PAVING	Jacob Jordan 17042 Middletown Ave Noblesville, IN 46060		11/17/24	Asphalt Rejuvenation	Completed	29240
EVANSVILLE, CITY OF	Mike Labitzki 1 NW Martin Luther King Blvd RM 321 Civic Center Complex Evansville, IN 47708		5/31/24	Asphalt Rejuvenation	Completed	184356
GOSHEN, CITY OF	David Gibbs 475 Steury Ave Goshen, IN 46528		6/12/24	Asphalt Rejuvenation	Completed	78597
HENDRICKS COUNTY	Curt Higginbotham 930 East Main Street Danville, IN 46122		8/22/24	Asphalt Rejuvenation	Completed	292939
HARRISON COUNTY	Glen Bube 3185 Harrison Way Corydon, IN 47112		10/10/24	Asphalt Rejuvenation	Completed	76040
JASPER, CITY OF	Jeff Theising 305 S. Clay Street P.O. Box 29 Jasper, IN. 47547		9/12/24	Asphalt Rejuvenation	Completed	50201
KOKOMO, CITY OF	Clint Vannatter City Hall 3rd Floor 100 South Union St. Kokomo, IN 46901		7/19/24	Asphalt Rejuvenation	Completed	110567
KOSCIUSKO COUNTY	Steve Moriarty 2936 E. Old Road 30 Warsaw, IN. 46582		10/16/24	Asphalt Rejuvenation	Completed	10344
LAWRENCE COUNTY	Brandi Webb One County Complex Road Bedford, IN. 47421		8/6/24	Asphalt Rejuvenation	Completed	233983

MARSHALL COUNTY	Jason Peters 9675 King Road Plymouth, IN. 46563		5/23/24	Asphalt Rejuvenation	Completed	104720
MARSHALL COUNTY	Jason Peters 9675 King Road Plymouth, IN. 46563		10/4/24	Asphalt Rejuvenation	Completed	37621
MARTIN COUNTY	Scott Seals P.O. Box 57 Shoals, IN. 47581		7/2/24	Asphalt Rejuvenation	Completed	274769
MONROE, CITY OF	Matt Powell 201 West First St Monroe, IN 47557		10/16/24	Asphalt Rejuvenation	Completed	45626
PLYMOUTH, CITY OF	Jim Marquardt 2124 Western Ave. Plymouth, IN 46563		10/30/24	Asphalt Rejuvenation	Completed	33650
PORTER COUNTY	Jim Polarek 1955 S. SR #2 Valparaiso, IN 46383		6/14/24	Asphalt Rejuvenation	Completed	7398
VANDERBURG COUNTY	Mike Labitzki 1 NW Martin Luther King Blvd RM 321 Civic Center Complex Evansville, IN 47708		4/23/24	Asphalt Rejuvenation	Completed	81064
WABASH COUNTY	Cole Wyatt 800 Manchester Ave. Wabash, IN 46992		11/7/24	Asphalt Rejuvenation	Completed	76357
WARSAW, CITY OF	Dustin Dillon 102 S. Buffalo St. Warsaw, IN. 46580		10/23/24	Dust Suppressant	Completed	67163
WESTFIELD, CITY OF	Michael Pearce 2706 E 171st St. Westfield, IN 46074		9/20/24	Dust Suppressant	Completed	116025
ADM MILLING	Brian Clem 854 Bethal Ave. Beech Grove, IN. 46107 317-419-0057		7/8/24	Dust Suppressant	Completed	6,700 G
ADM MILLING	Brian Clem 854 Bethal Ave. Beech Grove, IN. 46107 317-419-0057		10/15/24	Dust Suppressant	Completed	6700 G
ADM GRAIN	Matthew McCarthy 1901 S Sherman Dr. Indianapolis, IN. 46203. 317-318-4599		7/8/24	Dust Suppressant	Completed	4000 G
CSX	Uzell Garner 501 S CR 800 Avon, IN. 461233 317-838-3225		10/4/24	*Dust Suppressant	Completed	5300 G



1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388 Phone
661.393.7110 – www.tricorrefining.com

April 9, 2025

City of Westfield Indiana
2728 East 171st Street
Westfield, IN 46074

RE: Certification of compliance 2025

This letter is to advise that Tricor Refining, LLC has appointed Rejuvtec, Inc., Indianapolis, IN to market and apply Reclamite® Preservative Seal as the sole source applicator in the State of Indiana. Rejuvtec has the necessary equipment and product familiarity to provide a successful application. Rejuvtec has a very successful track record in the State of Indiana applying Tricor products. Tricor has worked with Rejuvtec, Inc. for over 30 years

Tricor Refining, LLC – Reclamite® Preservative Seal is the only maltene based asphalt rejuvenator marketed nationally with a 55 year history of product use. Reclamite® has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration values of the asphalt.

We also **certify** that the product supplied to Rejuvtec meets the specifications below.

Please feel free to contact me if you have any questions regarding the use of Reclamite® or other Tricor products,

Respectfully,

Yours truly,

Brett Towns
Marketing Manager Tricor Refining
brett@tricorrefining.com

Standard Specifications for

Emulsified Maltene-Based

Asphalt Rejuvenator

RECLAMITE® Asphalt Rejuvenating Agent

Specifications:

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.

Tests on Emulsion:

Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w ⁽¹⁾	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test ⁽²⁾	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w ⁽¹⁾	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁽⁴⁾	GB	GB	---	30
Cement Mixing	D-244			2.0

Tests on Residue from Distillation

Flash Point, COC, °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
$\frac{PC + A_1}{S + A_2}$ ⁽⁵⁾				
PC/S Ratio ⁽⁵⁾	D-2006-70	---	0.5	---
Saturate hydrocarbons, S ⁽⁵⁾	D-2006-70	---	21	28

¹ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

²Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

³Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴Test procedure is attached.

⁵Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins,
A₂ = Second Acidaffins, S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Report: 24-1226A

January 8, 2025

Customer: RejuvTec, Inc. – Curtis Hedges, Phil Cornelius

Project: City of Avon, Indiana

Samples submitted:

Four core samples (two untreated and two treated) identified as:

**Serviceberry Drive
Steppingstone Way**

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate micro-viscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

mh/ SA

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I

**RejuvTec, Inc.
City of Avon, Indiana**

Top 3/8" of Core Samples

Sample Identification	Micro-Viscosity, 25°C, MP		Equivalent Penetration
	0.05 sec⁻¹	0.001 sec⁻¹	
Serviceberry Drive			
Untreated	103.2	265.1	10
Treated	52.29	132.6	14
% Increase in Penetration		40	
% Decrease in Viscosity		49	
Steppingstone Way			
Untreated	135.0	373.0	9
Treated	53.04	145.5	14
% Increase in Penetration		56	
% Decrease in Viscosity		61	

Report: 24-0212B

February 27, 2024

Customer: RejuvTec, Inc. – Curtis Hedges, Phil Cornelius

Project: County of Harrison, Indiana

Samples submitted:

Four core samples (two untreated and two treated) identified as:

**Keller Road NE
North Bradford Road**

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate micro-viscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

mwh 5-1

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I

**RejuvTec, Inc.
County of Harrison, Indiana**

Top 3/8" of Core Samples

Sample Identification	Micro-Viscosity, 25°C, MP		Equivalent Penetration
	0.05 sec⁻¹	0.001 sec⁻¹	
Keller Road NE			
Untreated	111.8	264.5	10
Treated	45.58	106.7	15
% Increase in Penetration		50	
% Decrease in Viscosity		59	
North Bradford Road			
Untreated	134.0	209.1	9
Treated	63.45	98.72	13
% Increase in Penetration		44	
% Decrease in Viscosity		53	



APART
ASPHALT PAVEMENT &
RECYCLING TECHNOLOGIES, INC.

5207 Minter Field Avenue
Shafter, CA 93263
Telephone: (661) 393-2748
Fax: (661) 393-2804
bobs@apartshafter.com
michaels@apartshafter.com



Report: 23-0522

May 30, 2023

Customer: RejuvTec, Inc. – Rex Hedges

Project: City of Lafayette, Indiana

Samples submitted:

Twelve pavement samples (six untreated and six treated) identified as:

King Street
Southland Drive South
Maple Point Drive
26th Street
Beechwood
Red Bud Avenue

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I

**RejuvTec, Inc.
City of Lafayette, Indiana**

Top 3/8" of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec⁻¹	0.001 sec⁻¹	
King Street			
Untreated	87.40	167.4	11
Treated	43.44	82.98	16
% Increase in Penetration	45		
% Decrease in Viscosity	50		
Southland Drive South			
Untreated	89.53	213.8	11
Treated	40.87	96.90	16
% Increase in Penetration	45		
% Decrease in Viscosity	54		
Maple Point Drive			
Untreated	66.75	104.2	12
Treated	29.74	45.69	18
% Increase in Penetration	50		
% Decrease in Viscosity	55		
26th Street			
Untreated	95.00	151.1	10
Treated	48.97	77.63	15
% Increase in Penetration	50		
% Decrease in Viscosity	48		
Beechwood			
Untreated	99.25	155.4	10
Treated	50.02	78.19	14
% Increase in Penetration	40		
% Decrease in Viscosity	50		
Red Bud Avenue			
Untreated	100.6	153.0	10
Treated	49.77	75.31	14
% Increase in Penetration	40		
% Decrease in Viscosity	51		

Report: 22-1103C

November 28, 2022

Customer: RejuvTec, Inc. – Rex Hedges

Project: Hendricks County, Indiana

Samples submitted:

Twelve pavement samples (6 untreated and 6 treated) identified as:

**Eagles Nest Drive
Woodview Court
Eaker Court
Stuart Drive
Rolling Hill Drive
Walnut Drive**

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

mhi stl

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I

**RejuvTec, Inc.
Hendricks County, Indiana**

Top 3/8" of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec ⁻¹	0.001 sec ⁻¹	
Eagles Nest Drive			
Untreated	87.92	134.5	11
Treated	42.63	64.70	16
% Increase in Penetration	45		
% Decrease in Viscosity	52		
Woodview Court			
Untreated	75.44	117.7	12
Treated	31.45	48.38	18
% Increase in Penetration	50		
% Decrease in Viscosity	58		
Eaker Court			
Untreated	69.25	83.68	12
Treated	32.53	39.23	18
% Increase in Penetration	50		
% Decrease in Viscosity	53		
Stuart Drive			
Untreated	45.33	51.85	15
Treated	22.62	25.88	21
% Increase in Penetration	40		
% Decrease in Viscosity	50		
Rolling Hill Drive			
Untreated	63.92	100.6	13
Treated	27.59	43.11	19
% Increase in Penetration	46		
% Decrease in Viscosity	57		
Walnut Drive			
Untreated	62.34	92.94	13
Treated	27.79	41.01	19
% Increase in Penetration	46		
% Decrease in Viscosity	55		

Report: 21-1208

December 14, 2021

Customer: RejuvTec, Inc. – Rex Hedges

Project: City of Seymour, Indiana

Samples submitted:

Six pavement samples (3 untreated and 3 treated) identified as:

**Dave
Walnut Street
Bush Street**

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

COPY

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I

**RejuvTec, Inc.
City of Seymour, Indiana**

Top 3/8" of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec ⁻¹	0.001 sec ⁻¹	
Dave			
Untreated	81.56	169.0	11
Treated	42.93	84.11	16
% Increase in Penetration	45		
% Decrease in Viscosity	47		
Walnut Street			
Untreated	93.37	211.4	11
Treated	36.26	79.98	17
% Increase in Penetration	55		
% Decrease in Viscosity	61		
Bush Street			
Untreated	106.5	214.6	10
Treated	43.23	87.79	16
% Increase in Penetration	60		
% Decrease in Viscosity	59		



PROJECT SUPERINTENDENT INFORMATION

Curtis Hedges
VP of Operations
1316 Deloss Street
Indianapolis, Indiana 46203
317-727-2454

Curtis has 20+ years application and project management experience.

He is present and actively participates in the pre-planning, application and post project wrap-up with all Reclamite application projects that RejuvTec completes.



O 317 805 7500 F 317 805 7515
A 571 MONON BLVD., SUITE 400 CARMEL, IN 46032
W THEMJCOS.COM

April 29, 2025

Jennifer Hedges
RejuvTec Inc.
1316 Deloss Street
Indianapolis, IN 46203

Re: Performance and Payment Bonds for City of Westfield
2025 Asphalt Rejuvenating Project City of Westfield
Bond Number: 6602502
Bond Amount: \$141,909.80
***Please date bonds and POA

Dear Jennifer:

Per your request, enclosed please find the above-captioned bonds. Please review your bond for accuracy and notify us of any changes that need to be made. Please be sure that the bonds are signed by an authorized officer of your company before filing with the owner/owners representative.

Please note that we will send an invoice for this bond under separate cover.

Should you have any questions, or if I may be of any further assistance, please feel free to call me.

Best regards,
MJ INSURANCE

Emily Daughhetee
Surety Service Representative

Enclosures

AIA[®] Document A312[™] – 2010

Performance Bond

Bond No. 6602502

CONTRACTOR:

(Name, legal status and address)
RejuvTec Inc.

1316 Deloss Street
Indianapolis, IN 46203

OWNER:

(Name, legal status and address)
City of Westfield

2728 East 171st Street
Westfield, IN 46074

CONSTRUCTION CONTRACT

Date:

Amount: One Hundred Forty-one Thousand Nine Hundred Nine And 80/100 Dollars (\$141,909.80)

Description: 2025 Asphalt Rejuvenating Project City of Westfield
(Name and location)

SURETY:

(Name, legal status and principal place
of business) FCCI Insurance Company

6300 University Pkwy
Sarasota, FL 34240

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: One Hundred Forty-one Thousand Nine Hundred Nine And 80/100 (\$141,909.80)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
RejuvTec Inc.

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
FCCI Insurance Company

Signature:  _____

Name Emily Daughhetee

and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The MJ Companies
571 Monon Blvd., Suite 400
Carmel, IN 46032
(317) 805-7513

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner 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, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 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 days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price 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 Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 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 herefrom 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

AIA[®] Document A312[™] – 2010

Payment Bond

Bond No. 6602502

CONTRACTOR:

(Name, legal status and address)

RejuvTec Inc.

1316 Deloss Street

Indianapolis, IN 46203

OWNER:

(Name, legal status and address)

City of Westfield

2728 East 171st Street

Westfield, IN 46074

CONSTRUCTION CONTRACT

Date:

Amount: One Hundred Forty-one Thousand Nine Hundred Nine And 80/100Dollars (\$141,909.80)

Description: 2025 Asphalt Rejuvenating Project City of Westfield
(Name and location)

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company

6300 University Pkwy

Sarasota, FL 34240

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: One Hundred Forty-one Thousand Nine Hundred Nine And 80/100 (\$141,909.80)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

RejuvTec Inc.

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

FCCI Insurance Company

Signature: _____

Name

Emily Daughetee

and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The MJ Companies

571 Monon Blvd., Suite 400

Carmel, IN 46032

(317) 805-7513

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner 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.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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 herefrom 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Cynthia L. Jenkins; Sheree Hsieh; Kimberly E. Kinkead; Brenda Johnston; Elexis Richards;
Michael J. Marsella; Rob Baumgartner; Cindy H. Stellhorn; Edward L. Mournighan; Michael H. Bill;
Michael M. Bill; Rebecca A. Virt; Emily Daughhetee

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

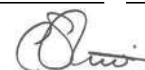
In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:



Christina D. Welch, President
FCCI Insurance Company





Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

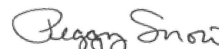
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027



Notary Public

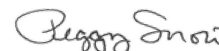
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____,



Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company





REJUV-1

OP ID: KC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2025

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

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

PRODUCER H.J. Spier Co., Inc. 8250 Woodfield X-ing Blvd #175 Indianapolis, IN 46240 Herbert J. Spier		317-815-2816		CONTACT NAME: Kay Cooley	
				PHONE (A/C, No, Ext): 317-815-2816	FAX (A/C, No): 317-815-2857
				E-MAIL ADDRESS: kcooley@hjspier.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A : Indiana Farmers Mutual Ins Grp	
				NAIC # 22624	
				INSURER B :	
				INSURER C :	
				INSURER D :	
				INSURER E :	
				INSURER F :	

INSURED
RejuvTec, Inc. & Dustmasters, Inc
1316 Deloss Street
Indianapolis, IN 46203

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPP1002022	07/06/2024	07/06/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAP1002230	07/06/2024	07/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CPP1002022	07/06/2024	07/06/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCP1001449	07/06/2024	07/06/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The certificate holder is an additional insured for general liability on primary, non-contributory basis and includes waiver of rights to subrogate endorsement, with respects to the insured's operations, when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

WESTF20

City of Westfield
Dept of Pubic Works
cdmills@westfield.in.gov
2706 East 171st Street
Westfield, IN 46074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2025 Asphalt Rejuvenating 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 Asphalt Rejuvenating Project, hereinafter referred to as the “Project”;

WHEREAS, Rejuvtec, Inc., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Rejuvtec, 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 Asphalt Rejuvenating Project
Westfield Project Number:	2510005
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	
Vendor Name:	Rejuvtec, Inc.

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 ± 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!



Daystar Directional Drilling - Proposal

P.O. Box 1684

Noblesville, IN 46061

Contact: Daystar Directional Drilling

Phone: (317) 773-7455

Email: info@daystardrilling.com

Quote To: WPW
WES

Job Name: ANNAPOLIS DR
ANNABEL CT
LEWISTON DR
WESTFIELD, IN
NO HARD SURFACE REPAIR
NO PRIVATE LOCATES

Phone:

Email:

25CH0049

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	INSTALL 250LF 4" DRAIN LINE ANNAPOLIS DR	1.00	LS	32,974.39	32,974.39
20	INSTALL 460LF 4" DRAIN LINE ANNABEL CT	1.00	LS	41,813.29	41,813.29
30	INSTALL 120LF 4" DRAIN LINE LEWISTON DR	1.00	LS	27,535.98	27,535.98
GRAND TOTAL					\$102,323.66

NOTES:

No excavation or materials. No private utility locates. No traffic/pedestrian control, hard surface cuts/restoration, bonds or permits included in the price. Prices quoted using standard Daystar wage rates. Proposal valid for 90 days.

DDD will notify Indiana 811 but cannot be held responsible for any unmarked public or private utilities or lines. When customer is responsible for existing utility locates they agree to indemnify and hold harmless Daystar Directional Drilling Inc. (hereafter identified as DDD) from any and all actions, claims, cost, loss, damage, reasonable attorney fees or liability resulting from the following:

- 1) Damage to existing underground utilities or structures, unless one (1) copy of exact elevation and location measurements are furnished to DDD prior to excavation or unless customer field locates all existing obstacles before works begins
- 2) Damages caused by lack of engineering or customer Supervision unless DDD Provides Supervision on project

Any attachments included herein will be considered part of this proposal.

Payment is due 30 days upon receipt of invoice. Past due invoices are subject to one and a half (1) percent per month service charge, plus reasonable attorney fees necessary to collect past due invoice. If using credit card to pay for invoice there will be a minimum convenience charge of 4%. This serves as notice of intent to file a lien for slow or nonpayment.

Quality workmanship and professionalism are standard. Material if provided by DDD will be as specified. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. This was given under normal ground conditions. The price will be adjusted if abnormal conditions exist (i.e. water, sand, rock, under ground utilities or any other obstructions)

DDD is a EO company, please see below.

1)Non-Discrimination. Pursuant to 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 the Contract.

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, CONTRACTOR, 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.

CONTRACTOR 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. CONTRACTOR hereby states that it does not knowingly employ an

unauthorized alien. CONTRACTOR 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.

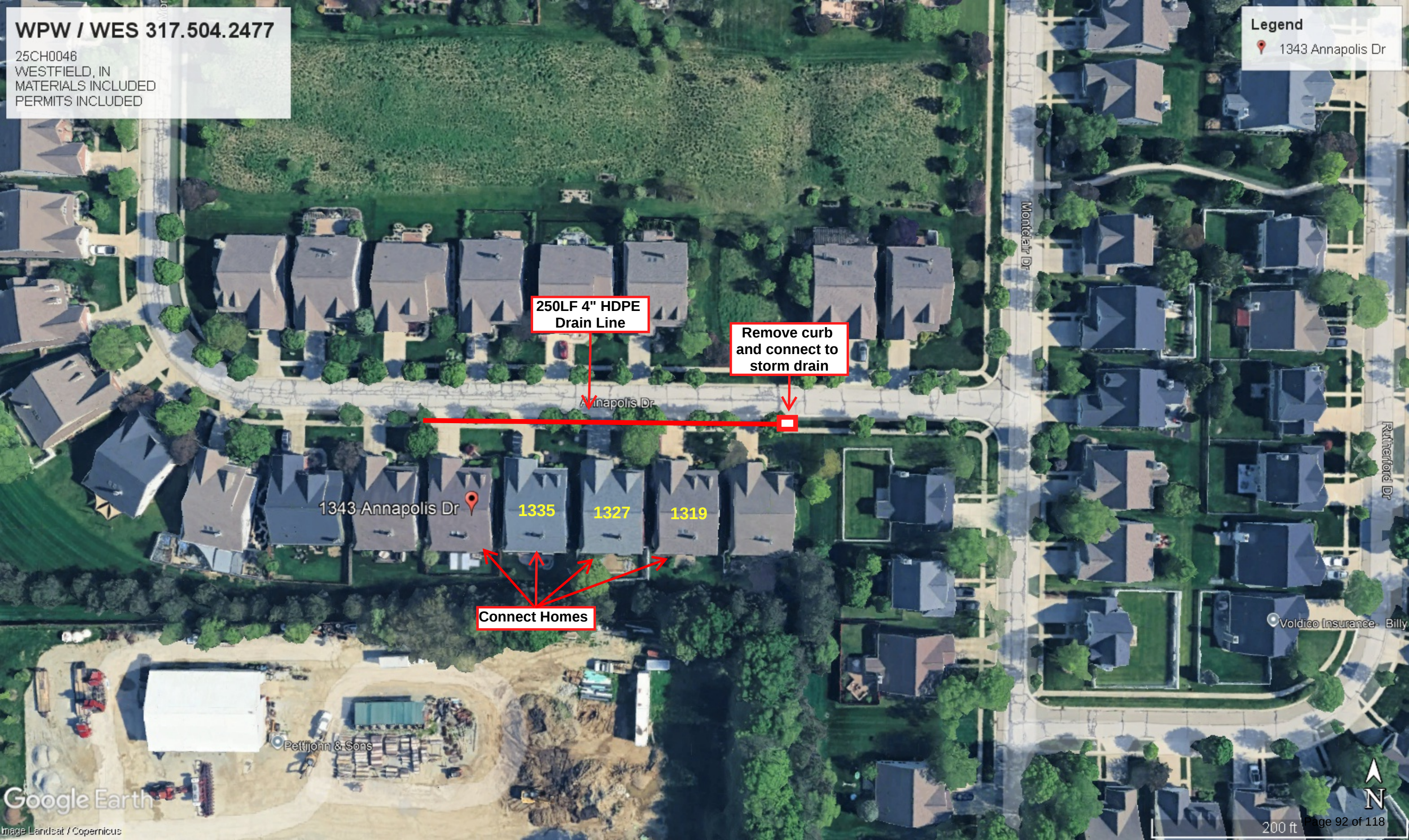
Acceptances of Proposal - The signature below indicates acceptance of stated terms, conditions and specifications by both parties. This document may be executed in multiple counterparts and by facsimile signatures.

WPW / WES 317.504.2477

25CH0046
WESTFIELD, IN
MATERIALS INCLUDED
PERMITS INCLUDED

Legend

 1343 Annapolis Dr



250LF 4" HDPE
Drain Line

Remove curb
and connect to
storm drain

Annapolis Dr

1343 Annapolis Dr

1335

1327

1319

Connect Homes

Rutherford Dr

Voidico Insurance - Billy

Pettijohn & Sons

WPW / WES 317.504.2477

25CH0047
WESTFIELD, IN
MATERIALS INCLUDED
PERMITS INCLUDED

Legend

 14901 Annabel Ct



14901 Annabel Ct

1092

1082

1062

460LF 4" HDPE
Drain line

Connect Homes

Connect to storm
basin backside of
curb.

Palomar Dr

Bixby Dr

WPW / WES 317.504.2477

25CH0048
WESTFIELD, IN
MATERIALS INCLUDED
PERMITS INCLUDED

Legend

 1325 Lewiston Dr



120LF 4" HDPE
DRAIN LINE

Connect to
backside of
storm drain

1335

1325 Lewiston Dr

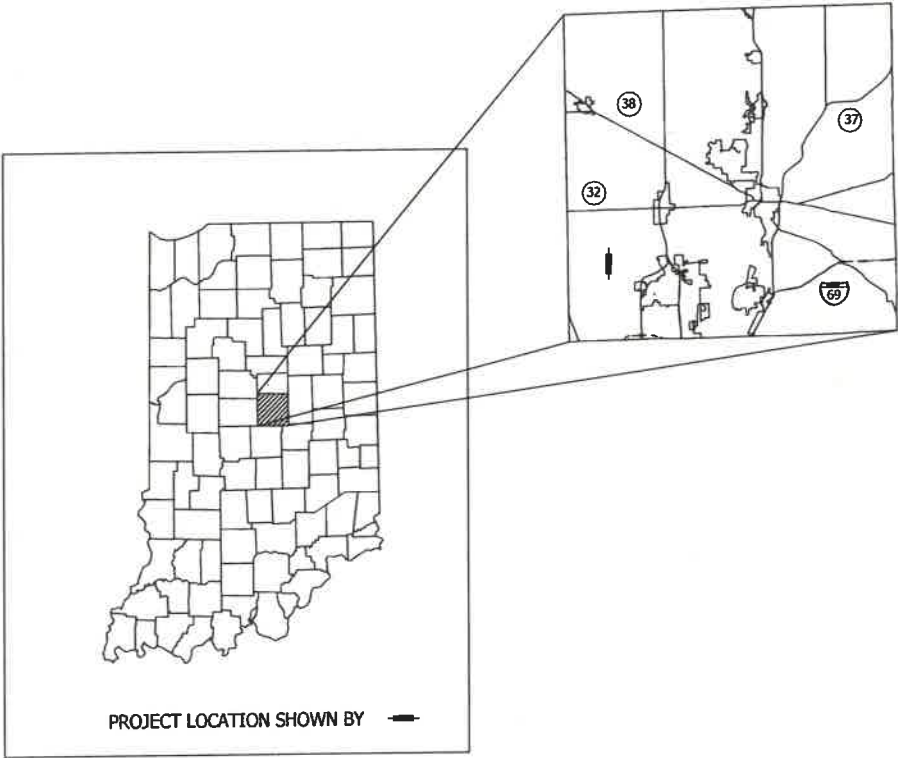
Connect Homes

PROJECT	DESIGNATION
--	--
CONTRACT	
--	

CITY OF
WESTFIELD

ROUNDABOUT
Old 146th Street & Towne Road

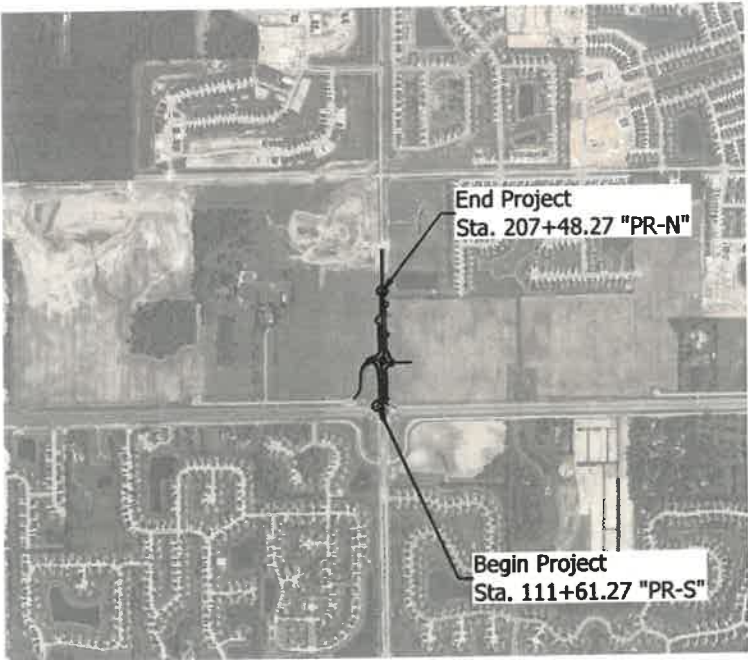
TRAFFIC DATA	146th St	Towne Rd
A.A.D.T. (2014)	9,935 V.P.D.	5,080 V.P.D.
A.A.D.T. (2034)	15,450 V.P.D.	7,900 V.P.D.
D.H.V. (2034)	2,050	1,030
DIRECTIONAL DISTRIBUTION	30%	51%
TRUCKS	13% D.H.V. xx% A.A.D.T.	10% D.H.V. xx% A.A.D.T.
DESIGN DATA		
DESIGN SPEED	45 mph	45 mph
PROJECT DESIGN CRITERIA	4R (NON FREEWAY)	4R (NON FREEWAY)
FUNCTIONAL CLASSIFICATION	MAJOR (COLLECTOR)	MAJOR (COLLECTOR)
RURAL/URBAN	URBAN (SUBURBAN)	URBAN (SUBURBAN)
TERRAIN	LEVEL	LEVEL
ACCESS CONTROL	LIMITED	NONE



Roundabout construction at the intersection of Old 146th Street and Towne Road approximately 400 ft north of the existing roundabout at West 146th Street & Towne Road in Sections 16 & 17, T-18-N, R-3-E, in Washington Township, Hamilton County, State of Indiana.

Gross Length: 0.22 mi Latitude: N 40°00'03"
 Net Length: 0.22 mi Longitude: W 86°12'09"

SCALES
 Plan: 1" = 20' Profile: 1" = 5'



APPROVED BY

John Nail
 JOHNATHON NAIL, PE DIRECTOR OF PUBLIC WORKS
Michael Pearce
 MICHAEL PEARCE, PE CITY ENGINEER

BOARD OF PUBLIC WORKS AND SAFETY

SCOTT WILLIS MAYOR
 CHUCK LEHMAN MEMBER
 NICK BARBKNECHT MEMBER



SCALE: 1" = 1000'

Current version of City of Westfield Construction Standards and Specifications and Indiana Department of Transportation Standard Specifications dated 2024 to be used with these plans.

A&F ENGINEERING
 Transportation & Site Engineering
 Creating Order Since 1966
 8365 Keystone Crossing, Suite 201, Indianapolis, IN. 46240 (317) 202-0864

PLANS PREPARED BY: A & F ENGINEERING CO., LLC
 CERTIFIED BY: *John Nail*
 APPROVED FOR LETTING: INDIANA DEPARTMENT OF TRANSPORTATION

PHONE NUMBER: _____
 DATE: 05/07/2025
 DATE: _____

BRIDGE FILE: N/A
 DESIGNATION: --
 SURVEY BOOK: _____
 CONTRACT: --
 SHEETS: 1 of 63
 PROJECT: --



May 28, 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:

- JTP Excavation, LLC, Depot at Spring Mill Station, Phase 4, Bond #B9130745, \$22,712.00, Erosion Control & Work in ROW.
- LTF Real Estate Company, Inc., Life Time at Towne Run, Bond #022238631, \$125,240.50, Storm Sewer, Trail, & Erosion Control
- Mann Brothers Holdings, LLC, Friendly Market, Bond & Rider #7901257516, \$82,896.00, Erosion Control, Trail, & ROW
- William Eric Group, LLC, Springmill Trails Marketplace, Bond & Rider #100181889, \$722,546.00, Work in Public ROW
- William Eric Group, LLC, Springmill Trails Marketplace, Bond & Rider #100181888, \$125,136.00, Erosion Control
- DCJ Westfield, LLC, Panera, Bond #CIC1959747, \$162,025.00, Erosion Control & Storm Sewer
- Epcon Westfield, LLC, Courtyards of Westfield, Section 4, Bond #PB00155802539, \$168,606.90, Road & Curb
- Epcon Westfield, LLC, Courtyards of Westfield, Section 4, Bond #PB00155802540, \$186,315.23, Storm Sewer
- Epcon Westfield, LLC, Courtyards of Westfield, Section 4, Bond #PB00155802541, \$22,877.25, Sidewalks

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:

- National Veterinary Associates, Inc., Petsuites Westfield, Bond #0831902, \$50,927.80, Erosion Control & Work in Public ROW
- CCD Ackerson, LLC, Midland Pool Site, Bond #100376943, \$4,568.96, Sidewalks
- CCD Ackerson, LLC, Midland Pool Site, Bond #100376942, \$94,422.90, Storm
- CCD Ackerson, LLC, Midland, Section 1A, Bond #100250013, \$332,091.10, Storm

- CCD Ackerson, LLC, Midland, Section 1A, Bond #100250012, \$30,465.88, Erosion Control
- CCD Ackerson, LLC, Midland, Section 1A, Bond #100250014, \$73,800.33, Sidewalks
- Cornerstone Medical Construction, LLC, OrthoIndy, Phase 2, Bond #NIN2345, \$26,620.00
- Chatham Hills, LLP, Chatham Village, Section 3, Bond #4531739, \$162,250.00, Erosion Control
- Chatham Hills, LLP, Chatham Village, Section 3, Bond & Rider #5361335, \$706,510.75, Streets & Curbs
- Chatham Hills, LLP, Chatham Village, Section 3, Bond #5361336, \$1,492,700.00, Storm Sewer
- Chatham Hills, LLP, Chatham Village, Section 3, Bond #5361338, \$62,700.00, Trail
- Chatham Hills, LLP, Chatham Village, Section 3, Bond #5361337, \$49,834.40, Sidewalk
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0254974, \$248,707.80, Streets
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0254975, \$40,715.29, Curbs
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0254977, \$210,233.94, Storm Sewers & SSD
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0254976, \$23,326.05, Common Area Sidewalks
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0244201, \$40,101.03, Erosion Control

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:

- National Veterinary Associates, Inc., Petsuites Westfield, Bond #0805072, \$1,835.50, Work in Public ROW
- Cornerstone Medical Construction, LLC, OrthoIndy, Phase 2, Bond #NIN2345, \$2,420.00, Storm & Erosion Control
- Elevation Excavation, Inc., Chatham Villages, Section 3, Bond #LICX1985306, \$77,088.00, Storm Sewer & Subsurface Drains
- Karns, Inc., Chatham Villages, Section 3, Bond #2645235, \$9,398.00, Curbs
- Karns, Inc., Chatham Villages, Section 3, Bond #2645236, \$4,530.00, Sidewalk
- E&B Paving, LLC, Chatham Village, Section 3, Bond #30245861, \$54,830.75, Streets (Base, Binder, Surface)
- E&B Paving, LLC, Chatham Village, Section 3, Bond #30245862, \$5,700.00, Trails
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0267547, \$22,609.80, Streets
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0267544, \$3,701.39, Curbs
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0267546, \$19,112.18, Storm Sewers & Subdrains
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0267548, \$2,120.55, Common Sidewalks
- M/I Homes of Indiana, L.P., Bonterra, Section 2, Bond #0267545, \$3,645.55, Erosion Control

Maintenance Bond Release

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

- NONE

Letter of Credit

The Westfield Public Works Department is recommending that the Board of Public Works & Safety accept the following Letter of Credit for the requested developments:

- Westfield District, LLC, Westfield District of Gristmill Crossing, Lots 1 & 2, LOC #51008071, \$68,420.00, Erosion Control & ROW Improvements

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
April 2025 Report**

Contact: Fire Chief

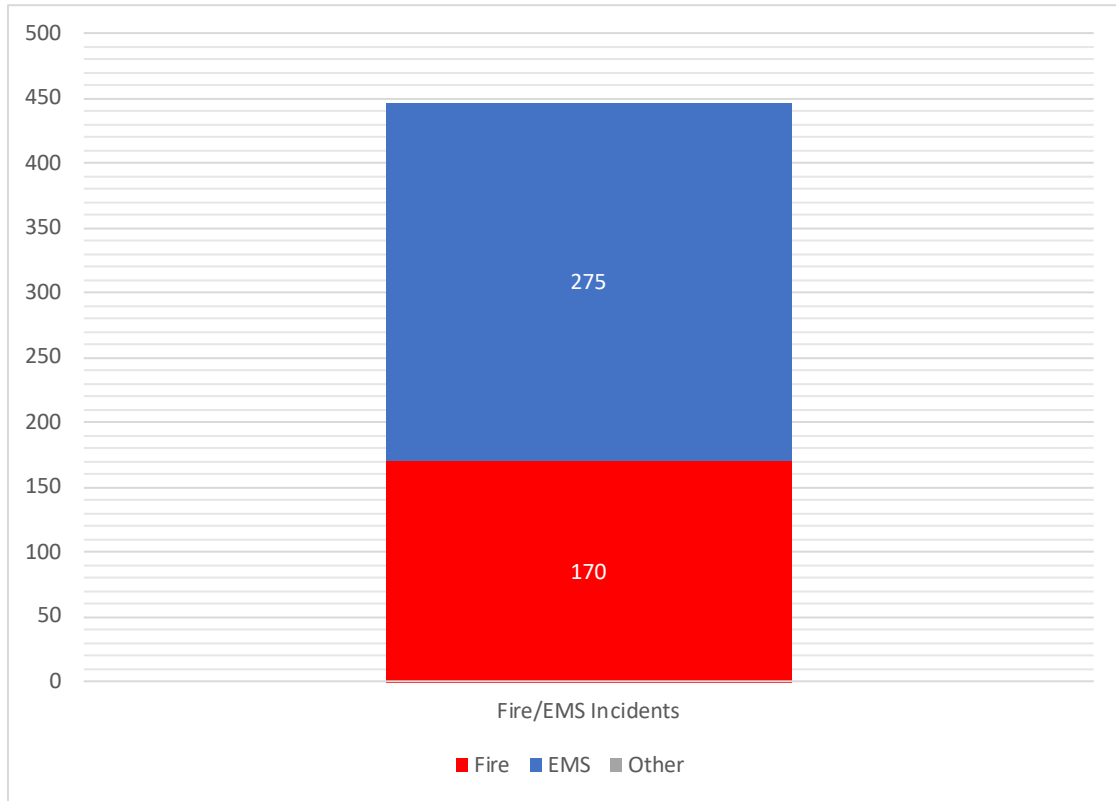
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire April 2025 Incident Statistics

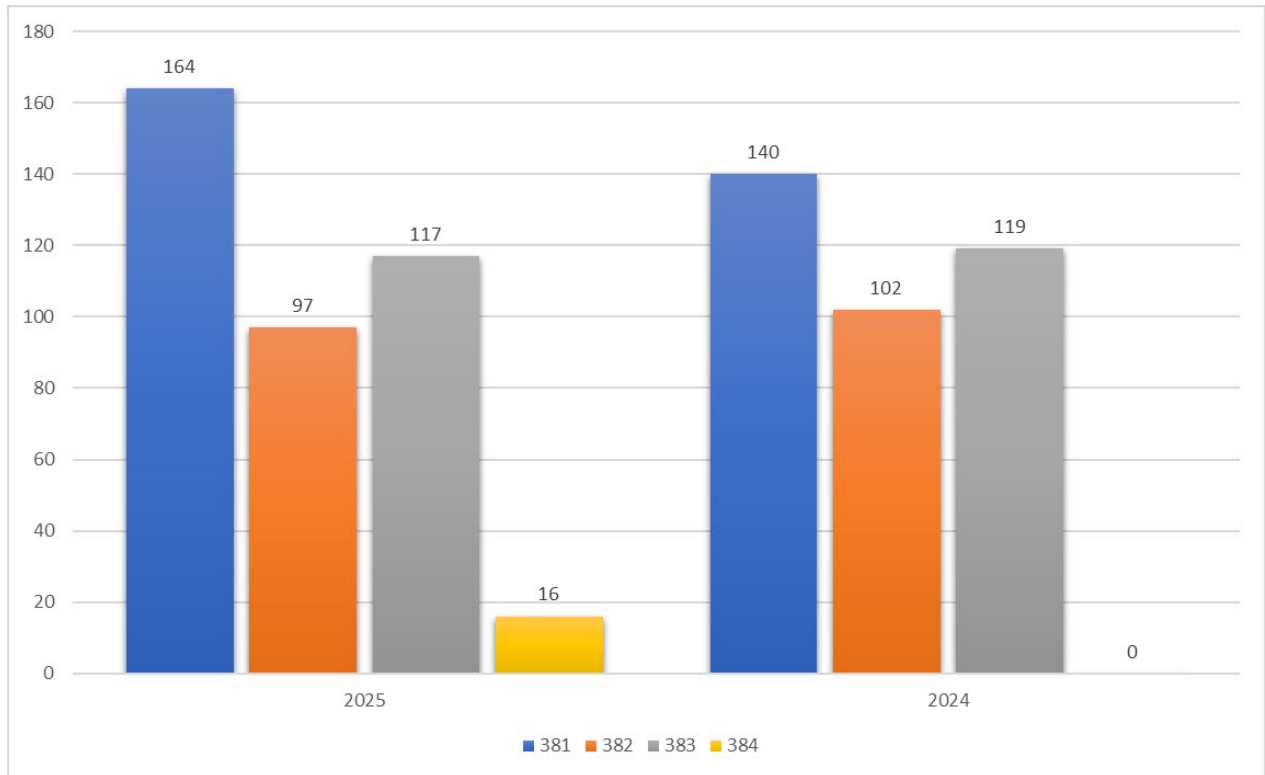


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	275	62%
Fire	170	38%
Other	0	0%
Total:	445	

Average 15.34 response per day. Average turnout time 1:12. And a total of 988 apparatus response.



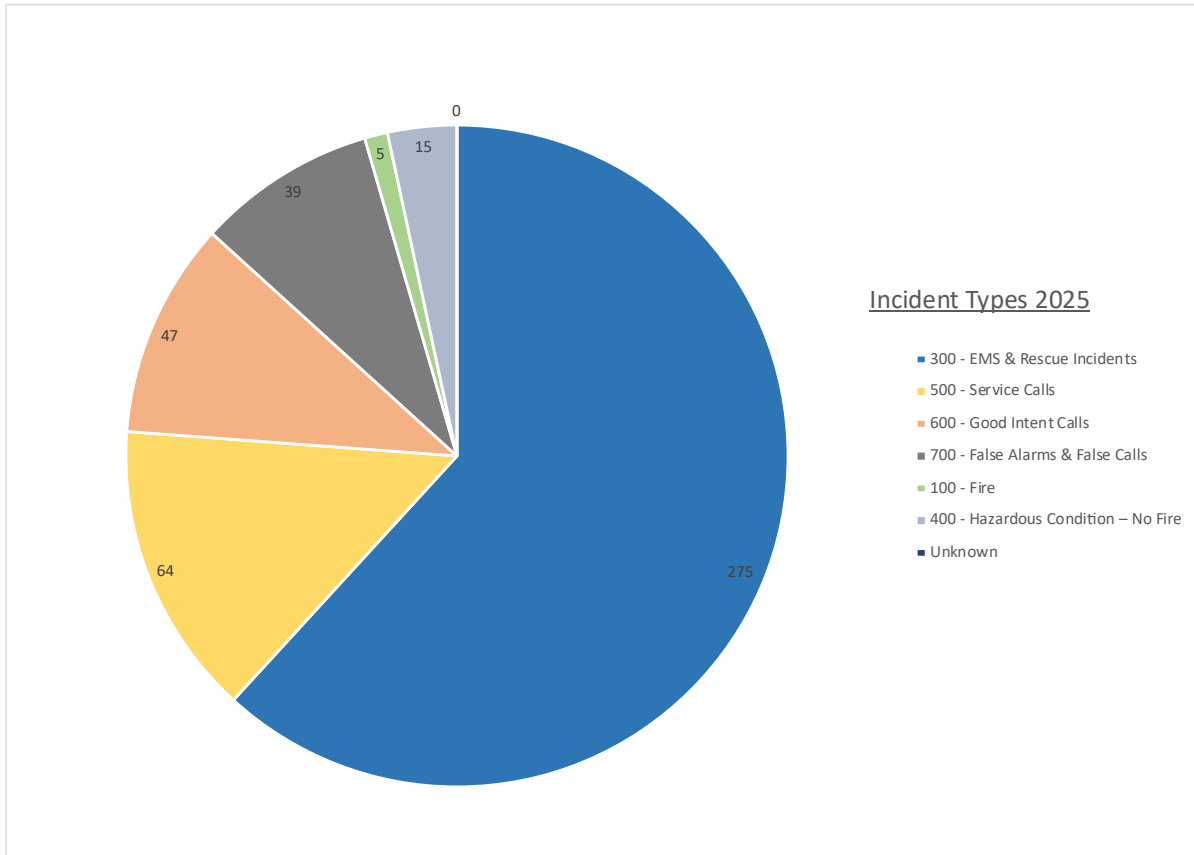
Westfield Fire April 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	192	157	35	18%
382	96	98	-2	-2%
383	141	130	11	8%
384	12	0	12	100%
Unknown	4	0	4	100%
Total:	445	385	60	13.48%



Westfield Fire April 2025 Incident Statistics

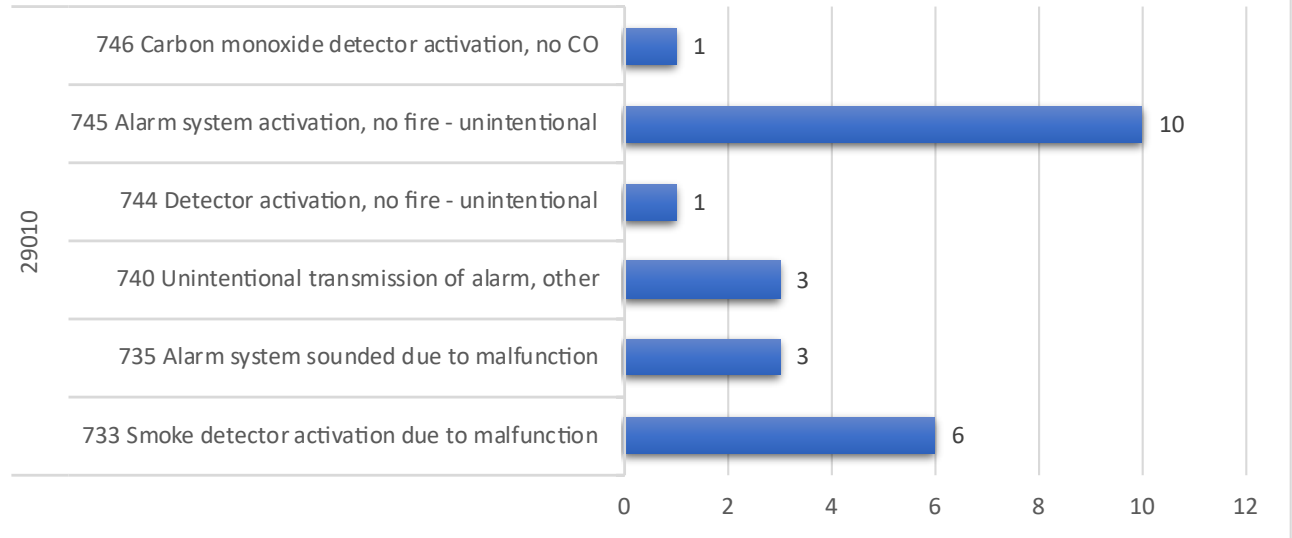


Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	275	62%
500 - Service Calls	64	14%
600 - Good Intent Calls	47	11%
700 - False Alarms & False Calls	39	9%
100 - Fire	5	1%
400 - Hazardous Condition – No Fire	15	3%



Westfield Fire April 2025 Incident Statistics

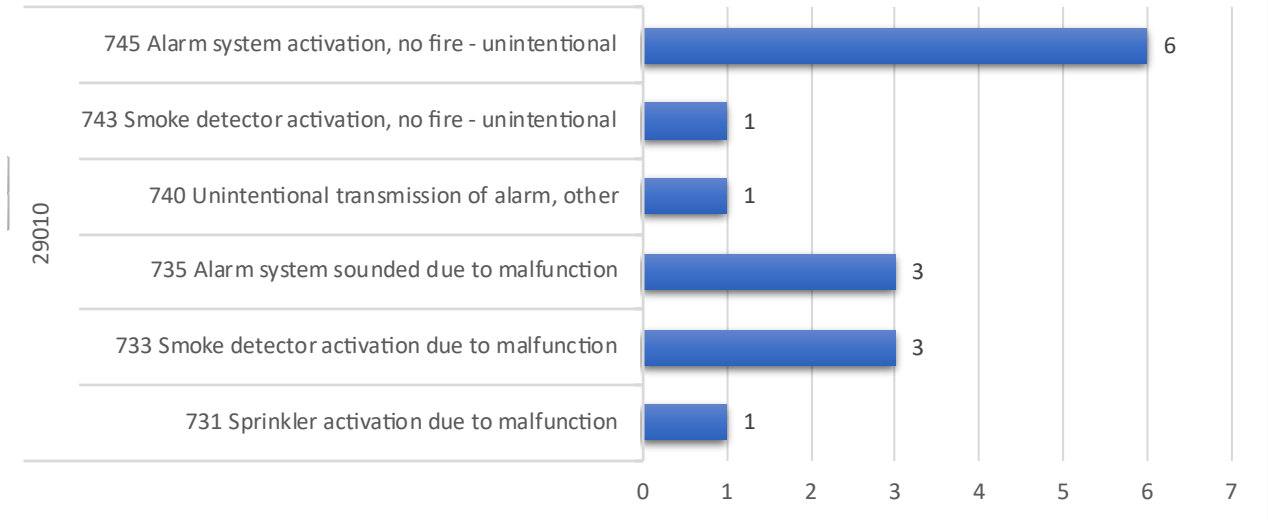
Residential False Alarms



24 Residential Alarms



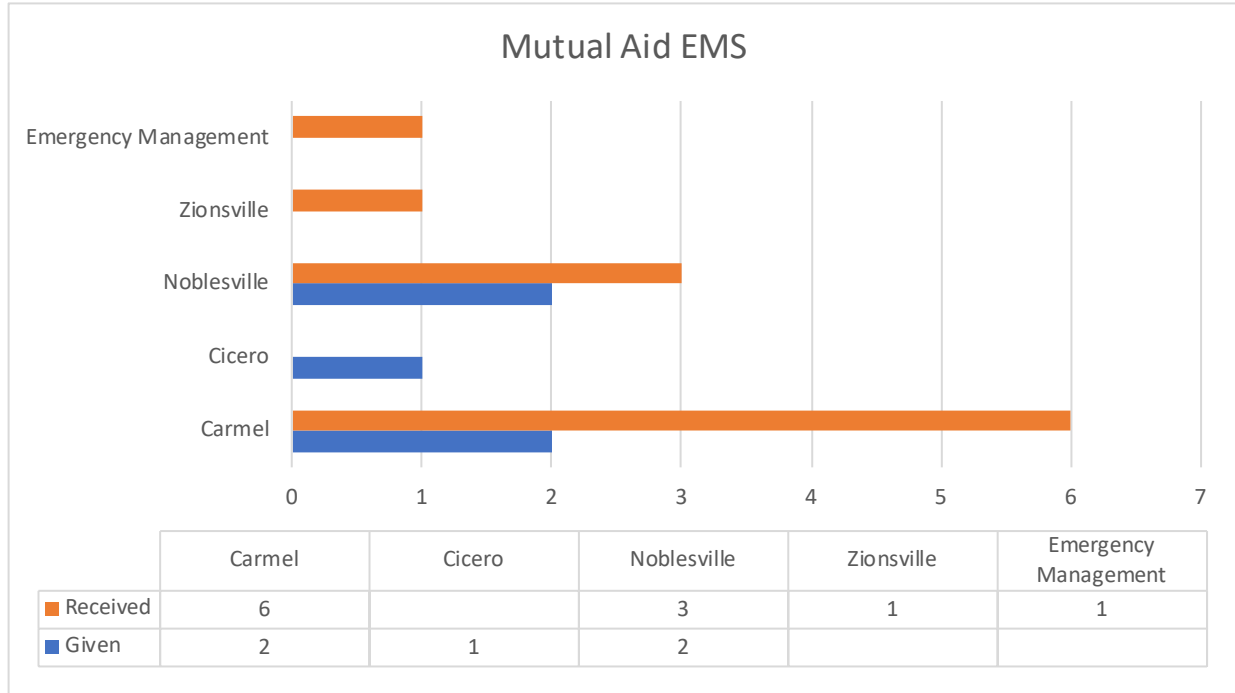
Westfield Fire April 2025 Incident Statistics Commercial False Alarms



15 Commercial False Alarms

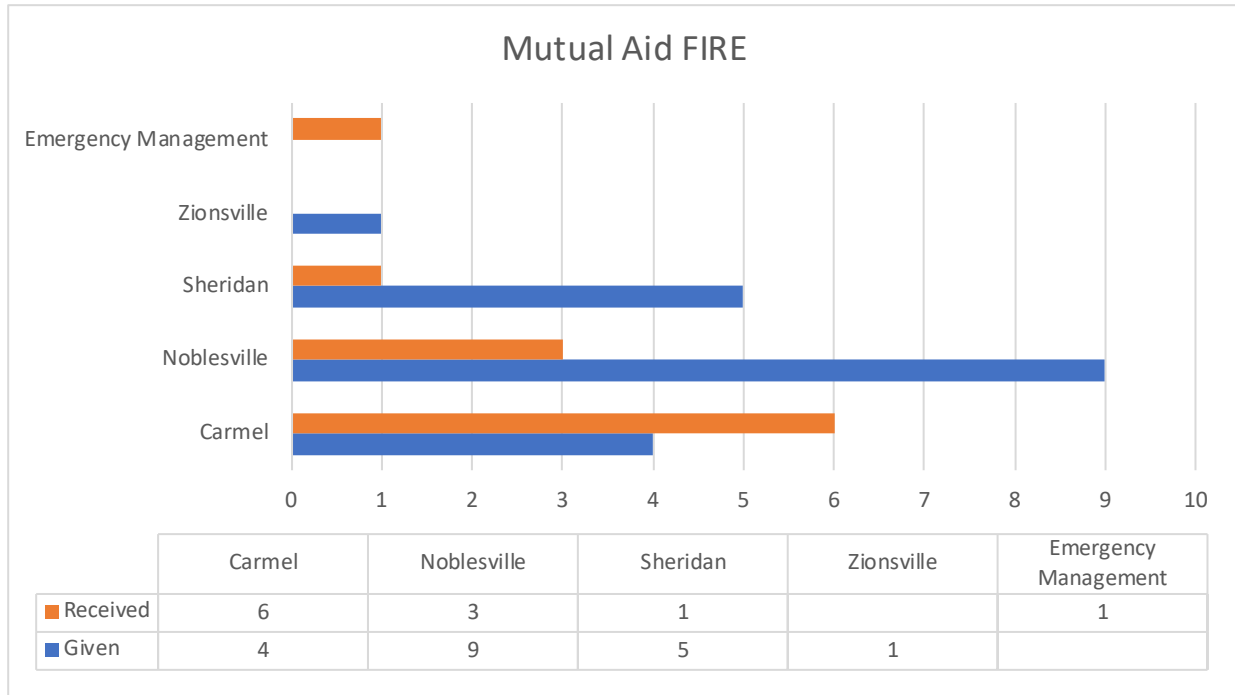


Westfield Fire April 2025 Incident Statistics



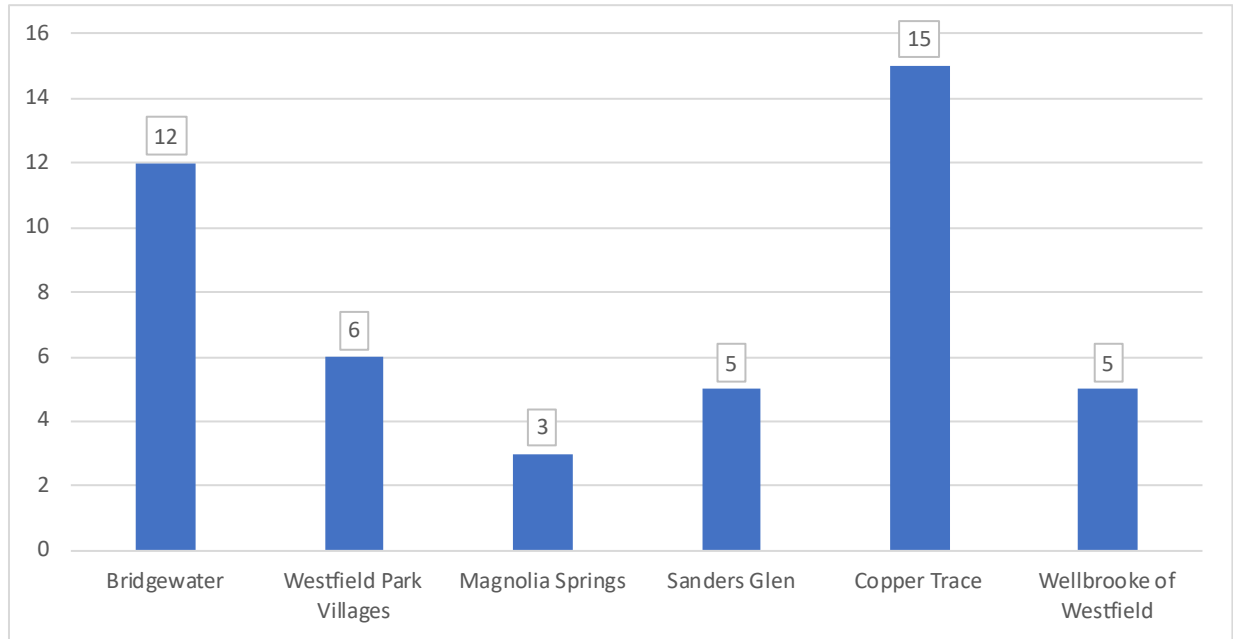


Westfield Fire April 2025 Incident Statistics

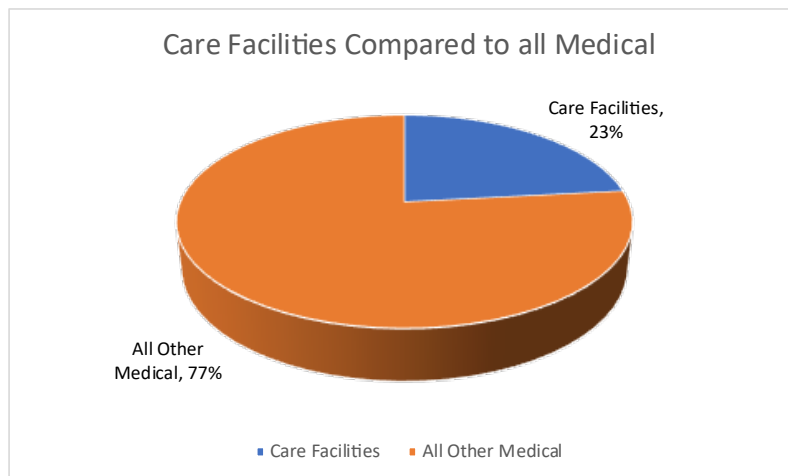




Westfield Fire April 2025 Incident Statistics



Care Facilities		Incident Totals
Bridgewater		12
Westfield Park Villages		6
Magnolia Springs		3
Sanders Glen		5
Copper Trace		15
Wellbrooke of Westfield		5
		46





Board of Public Works & Safety

April 2025

Table of Contents

Section 1- Field Activity Performance Measures

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Arrests and Traffic- Page 4

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Total Accidents by Primary Cause- Page 6

Section 2- Community Events- Page 7



WESTFIELD POLICE DEPARTMENT

April 2025

Events by Nature

Incident Type	Count
911 Hang Up	26
Abandoned Vehicle	7
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run PD	20
Accident - Hit & Run PI	1
Accident - Other	1
Accident - Property Damage	91
Accident - Personal Injury	17
Accident - Sinking Vehicle	0
Accident - Unknown	8
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	3
Alarm - Vehicle	1
Alarm - Burglar	94
Alarm - Hold Up	10
Animal Bite / Attack	7
Animal Complaint	57
Assist Fire	45
Assist Other Department	29
Assist Public	71
Battery	4
Bike Patrol	0
Bomb Device Found	0
Bomb Threat	0
Burglary	1
Carjacking	0
Case Follow Up	142
Child Seat Inspection	7
Civil Dispute	38
Criminal Mischief	22
Damage to Property	0
Death Investigation	2
Directed Patrol	258
Disturbance	23
Domestic	0
Driving Complaint	245
Drug Complaint	8
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	0
Firearms Shots Fired	1
Foot Patrols	221
Found / Lost Property	18
Found Person	2

WESTFIELD POLICE DEPARTMENT

April 2025

Events by Nature

Incident Type	Count
Fraud Prescription	0
Fraud / Deception	32
Harassment	13
Intoxicated Person	6
Investigation	26
Investigative Stop	1
Juvenile Complaint	9
K9 Detail	0
Kidnapping	0
Lock Out	41
Loud Party	4
Mental Emotional - Violent	14
Mental Emotial/Suicide Attempt	1
Mental Person	10
Miscellaneous	13
Missing Person	2
Missing Person - PLS	0
New Call	0
Nuisance	9
Ordinance Misc.	14
Parking Complaint	30
Physical Disturbance	15
Product Contamination	0
Reckless Activity	3
Road Rage	4
Robbery	0
Runaway	4
School Patrol	129
Security Check	458
Sex Offense	4
Shooting	0
Solicitor	3
Special Detail	1
Stabbing	0
Suicide	0
Suspicious Activity	109
Suspicious Package	0
Suspicious Person	2
Test	0
Theft	42
Theft - From a Vehicle	3
Theft - of a Vehicle	2
Theft Shoplifter	2
Threat to Life	8
Threatening Suicide	8
Tow Release	0

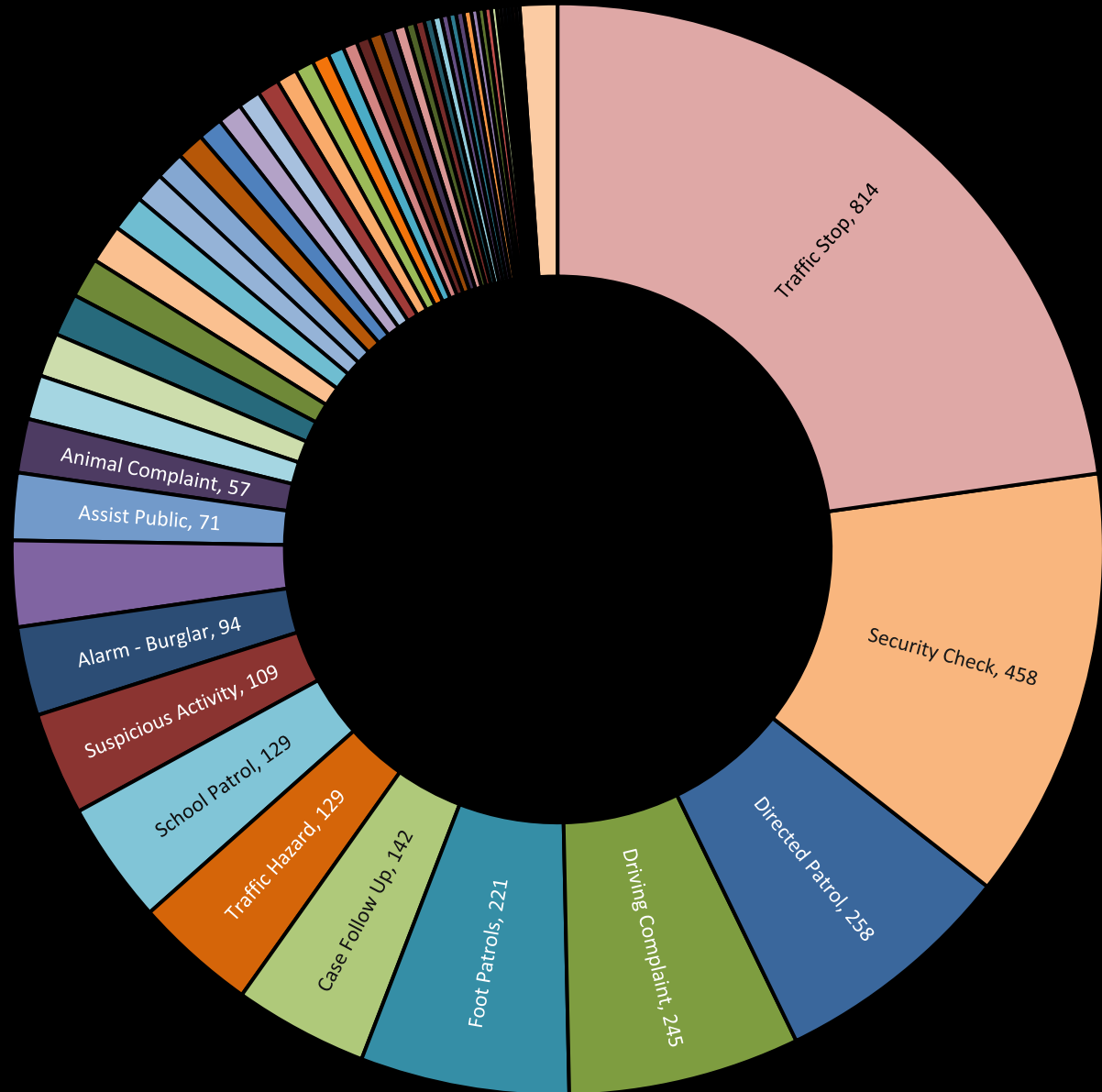
WESTFIELD POLICE DEPARTMENT

April 2025

Events by Nature

Incident Type	Count
Traffic Hazard	129
Transport	1
Trespassing	24
Traffic Stop	814
Unknown Call for Police	2
VIN Check	46
Wanted	0
Warrant Service	4
Weapons Complaint	3
Welfare Check	47
Total	3574

Monthly Events by Incident Type April 2025

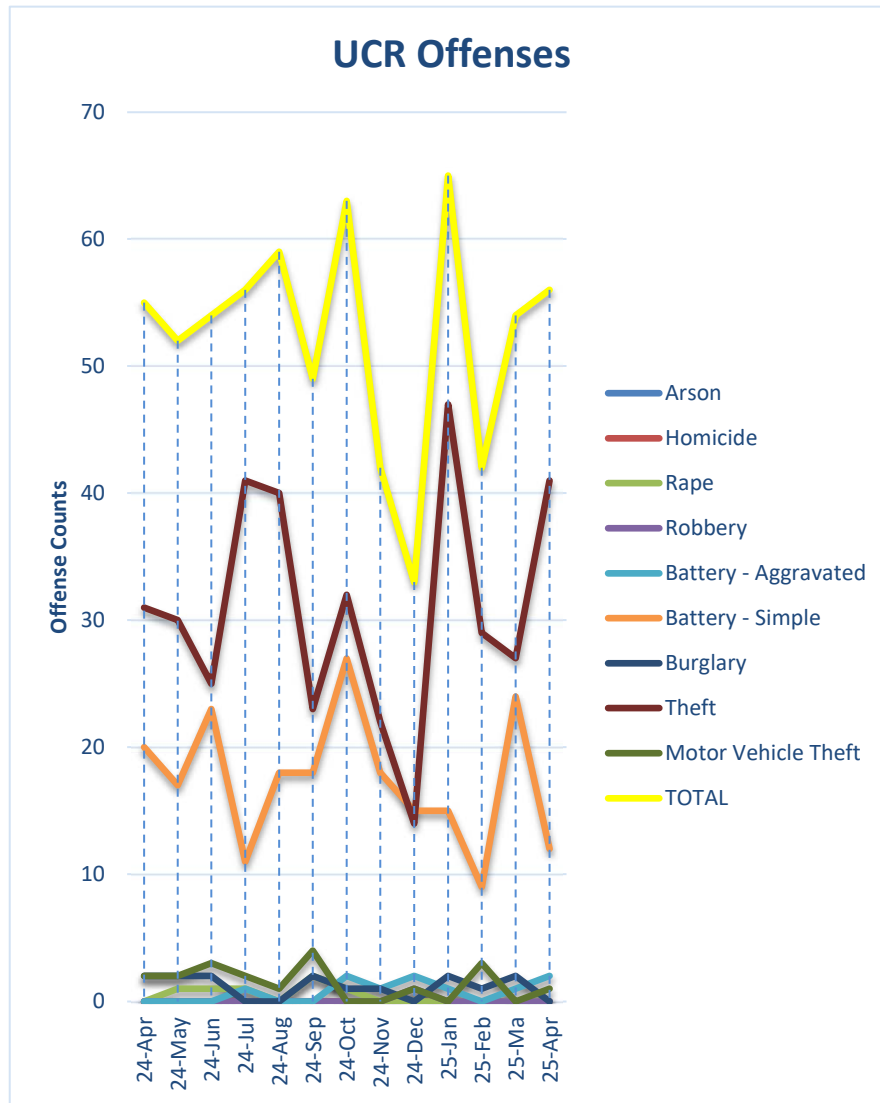


WESTFIELD POLICE DEPARTMENT

April 2025

UCR OFFENSES

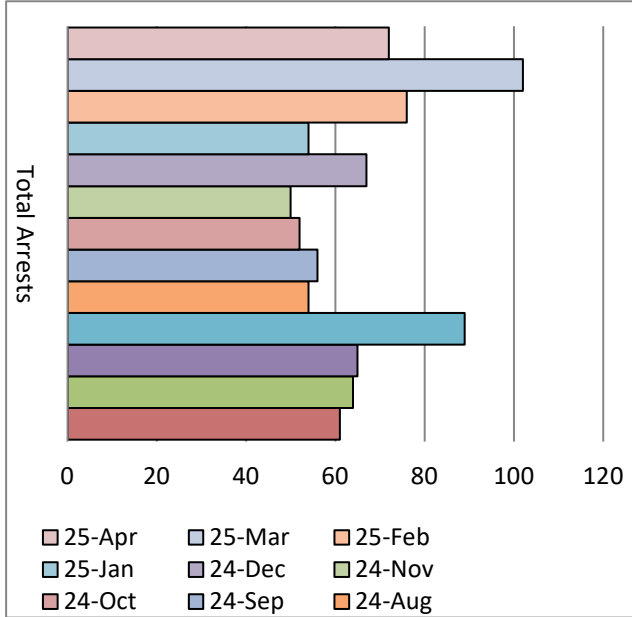
OFFENSE	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	1	1	1	0	2	1	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	1	0	0	0	0
Battery - Aggravated	0	0	0	1	0	0	2	1	2	1	0	1	2
Battery - Simple	20	17	23	11	18	18	27	18	15	15	9	24	12
Burglary	2	2	2	0	0	2	1	1	0	2	1	2	0
Theft	31	30	25	41	40	23	32	22	14	47	29	27	41
Motor Vehicle Theft	2	2	3	2	1	4	0	0	1	0	3	0	1
TOTAL	55	52	54	56	59	49	63	42	33	65	42	54	56



WESTFIELD POLICE DEPARTMENT

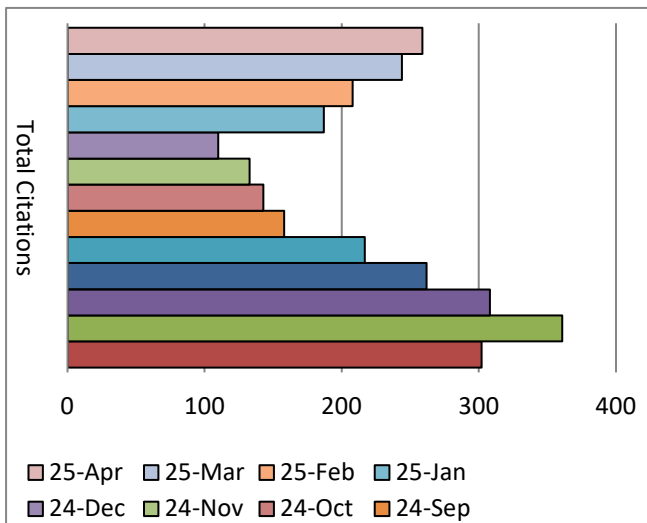
April 2025

Arrest Reports Taken	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr
Alcohol/ Drug Related	16	23	20	21	16	15	13	13	21	8	17	17	19
Felony Charges	45	37	17	48	23	31	30	39	29	37	21	30	26
Misdemeanor Charges	87	58	70	110	66	54	64	60	70	70	89	96	74
Total Arrests	61	64	65	89	54	56	52	50	67	54	76	102	72



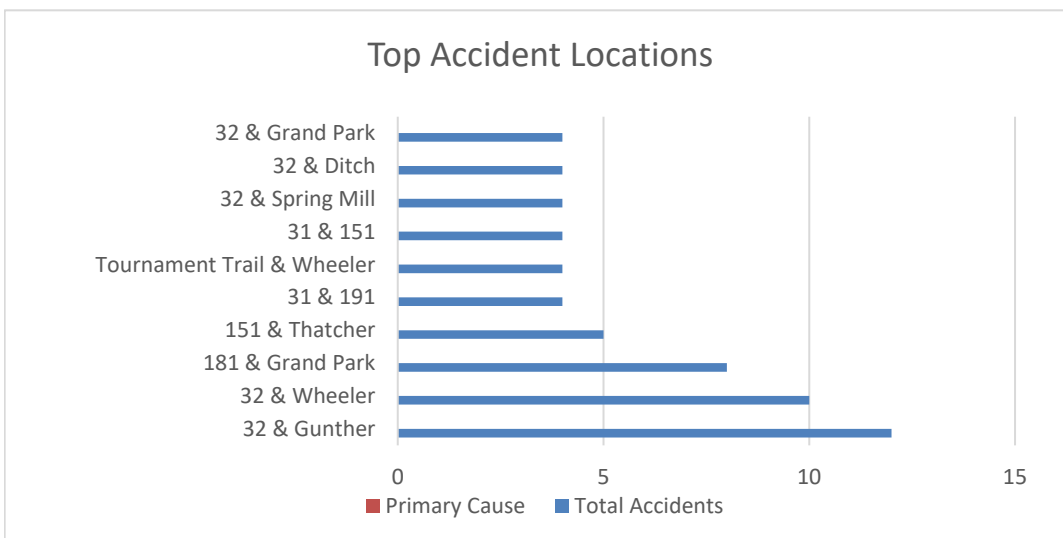
Traffic	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr
Total Citations	302	361	308	262	217	158	143	133	110	187	208	244	259
Total Written Warning	566	532	561	637	532	494	472	588	305	509	617	636	667
Total Traffic Accidents	63	67	69	63	56	71	70	74	93	79	62	72	81
Property Damage	52	57	60	49	50	61	64	65	83	72	55	61	67
Personal Injury	11	10	9	14	7	10	6	9	10	7	7	11	13
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	1
Hit and Run*	7	4	10	15	4	6	11	6	9	9	7	5	13

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



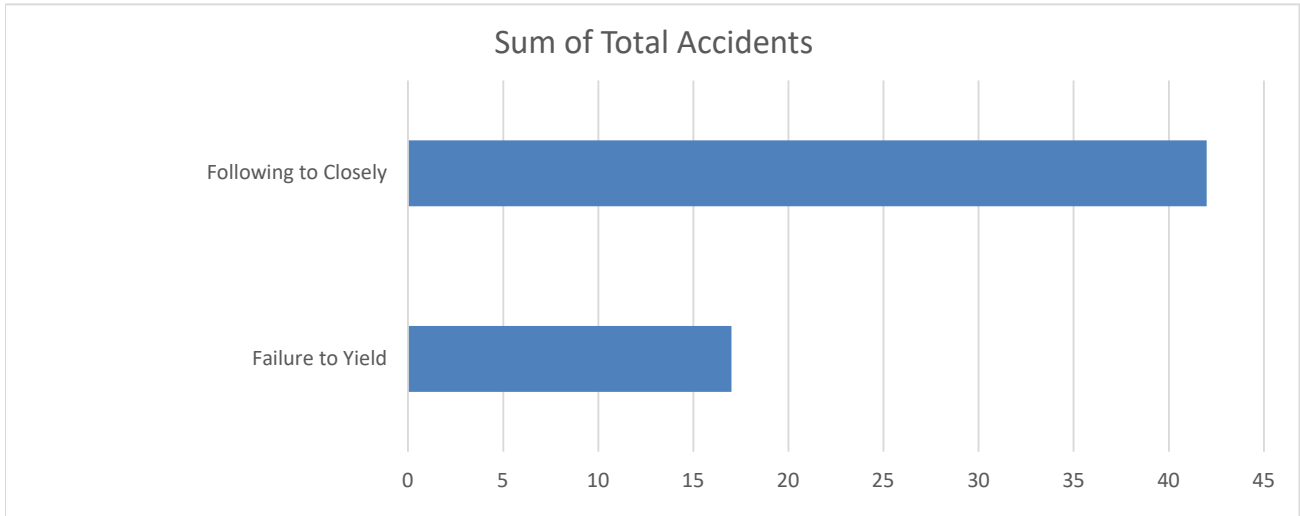
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Gunther	12	Following too Closely
32 & Wheeler	10	Following too Closely
181 & Grand Park	8	Failure to Yield
151 & Thatcher	5	Failure to Yield
31 & 191	4	Following too Closely
Tournament Trail & Wheeler	4	Following too Closely
31 & 151	4	Following too Closely
32 & Spring Mill	4	Failure to Yield
32 & Ditch	4	Following too Closely
32 & Grand Park	4	Following too Closely



**Total Accidents by Primary Cause,
based on Top Accident Locations**

Primary Cause	Sum of Total Accidents
Failure to Yield	17
Following to Closely	42



Community Events

4/2/25 Indiana State Career Fair
4/18/25 Tac Med Training at WPD
4/19/25 Ride to School with WPD
4/21/25 K9 RB Visits Motor Speedway
4/26/25 Drug Take Back Day
4/30/25 Honoring K9 Pilot

